

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Infinity Property Group
Address of property	Unit 2502/2-24 Eve Street, Erskineville, NSW.
Lot	93
Strata Plan	SP 76137
Name of Strata Management Co.	Strata Plus
Telephone Number of Strata Agent	8198 8500
Report Date	29 May 2020

General Information

Owner's Name	Duncan Teeven & Mary Keep
Unit Entitlement.	
Total Unit Entitlement.	

Levy Contributions

Administration Fund contribution.	\$793.96
Capital Works Fund contribution.	\$370.69
Are There any Special Levies?	No on records presented. \$802.23
Admin. Fund Balance Approx.	\$160,610.06
Sinking Fund Balance.	\$1,333,625.40

Insurances

Building Insurance	Yes
Sum Insured	\$69,260,000.00
Insurance Company	CHU
Due Date	5 December 2020
Annual Fire Safety Certificate?	Yes
Certificate Date.	2019
Pet Friendly?	Owners corporation permission needed.

Meetings

Annual General Meeting 2 November 2016	Administration Fund set at \$513,700.00 p.a. Sinking Fund set at \$198,000.00 p.a.
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	<p>Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Executive Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 31 October 2017</p>	<p>Administration Fund set at \$531,679.00 p.a. Sinking Fund set at \$204,930.00 p.a. Building insurance continued, All other matters were meeting formalities as per the scan below, Executive Committee Meeting: There are proposed building remediation works planned as records in the notice of the committee meeting. All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Strata Committee Meeting 2 May 2018</p> <p>Strata Committee Meeting 25 October 2018</p> <p>Annual General Meeting 22 November 2018</p>	<p>Planning for painting of the building and any repairs needed at the time are recorded to notify residents of major maintenance coming as per the attachment of this meeting below.</p> <p>Further planning in relation to painting and general repairs is recorded with the need for a special levy to fund this work to be raised as per the attachment of this meeting below.</p> <p>Administration Fund set at \$536,910.00 p.a. Sinking Fund set at \$221,100.00 p.a. Special levy of \$853,434.00 raised to fund building painting and remedial works, instalments due: 1 March 2019, 1 September 2019, 1 December 2019, 1 March 2020 and, 1 June 2020. Unit 2502 instalment is \$802.23 Resolved not to take a strata loan out to fund the work. Building insurance continued, Bylaw amendments also passed as per the attachment and the notice of this meeting. All other matters were meeting formalities and general</p>

	<p>maintenance as per the scan below, no major works tabled.</p> <p>Executive Committee Meeting:</p> <p>Maintenance recorded was general in nature as per the scan of this meeting below.</p> <p>Meeting closed.</p>
<p>Strata Committee Meeting 6 May 2019</p> <p>Strata Committee Meeting 19 September 2019</p> <p>Annual General Meeting 14 November 2019</p>	<p>General maintenance planned but a major upgrade to the lifts appears to be planned in motion16 which could entail special levies in the future.</p> <p>Other maintenance is as per the attachment below.</p> <p>Maintenance is as per the attachment of the meeting below.</p> <p>Administration Fund set at \$550,000.00 p.a.</p> <p>Sinking Fund set at \$242,000.00 p.a.</p> <p>Building insurance continued,</p> <p>All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Executive Committee Meeting:</p> <p>Maintenance recorded was general in nature as per the scan of this meeting below.</p> <p>Meeting closed.</p>
<p>Strata Committee Meeting 20 February & 31 March 2020</p> <p>General Meeting 28 May 2020</p>	<p>Ongoing maintenance is as per the attachments below.</p> <p>Meeting closed.</p> <p>The minutes for this meeting were not available but the notice appears to update owners on the painting works coming as per the attachment below.</p>
Other comments.	<p>This report is to be taken in context and in conjunction with the scans below.</p> <p>A proposal to upgrade the lifts may be considered in the future which may involve special levies but this is only a possibility.</p>

MOTTO APARTMENTS - 76137
2-14 Eve Street ERSKINEVILLE NSW 2043

Member Statement

ABN: 56 763 784 490

01/02/2020 through 29/05/2020

Mr Duncan Teevan & Ms Mary Keep
 C/- Infinity Property Agents
 Suite 38
 112-122 McEvoy Street
 ALEXANDRIA NSW 2015

Statement Date 29-May-2020

Plan Ref. 76137

Property Address Unit 2502
 Lot 93
 2-14 Eve Street
 ERSKINEVILLE NSW 2043

Enquiries (9am-5pm Mon-Fri) 81988500

Mail PO Box H181 AUSTRALIA SQUARE NSW 1215

Email levies@strataplus.com.au

Website www.strataplus.com.au

Date	Due Date	Details	Debit (\$)	Credit (\$)	Balance (\$)
31/01/2020		Members Transaction Balance at: 31/01/2020			802.23
27/02/2020		Deposit BPAY		(895.67)	(93.44)
26/03/2020	01/05/2020	Administration Fund (01/05/20 - 31/07/20)	793.96		700.52
26/03/2020	01/05/2020	Capital Works Fund (01/05/20 - 31/07/20)	370.69		1,071.21
15/04/2020		Deposit BPAY		(1,071.21)	0.00
23/04/2020		Credit Note Reverse Special Levy: Remedial Building/Painting for 1/6/2020		(802.23)	(802.23)
23/04/2020	01/06/2020	Supplementary Levy Special Levy: Remedial Building/Painting	802.23		0.00
			1,966.88	(2,769.11)	0.00

Statement Summary 01/02/2020 through 29/05/2020

General Admin Levies	793.96	Capital Works Fund Levies	1,172.92
General Admin Interest	0.00	Capital Works Fund Interest	0.00



Payment Slip

Strata Plus

* Register at deft.com.au or by calling 1800 672 162. Your Reference Number: 2318 5374 8102 1120 4



Post this payment slip with your cheque made payable to:
Strata Plus ITF SP 76137
 Receipts will not be issued for mailed payments.
 Do not include correspondence with your payment.

Post: DEFT Payment Systems
 GPO Box 4690
 SYDNEY NSW 2001

Mr Duncan Teevan & Ms Mary Keep
Plan: 76137
 Unit 2502
 Lot 93



Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au

Biller Code: 96503

Ref: 2318 5374 8102 1120 4



Pay by credit card or registered bank account at www.deft.com.au or phone **1300 30 10 90**. Payments by credit card may attract a surcharge.

Ref: 2318 5374 8102 1120 4

**No Payment
Required**



Please present page intact at any post office.
 Payments may be made by cash (up to \$9,999.99),
 cheque or EFTPOS. Payments made at Australia
 Post will incur a \$2.75 DEFT processing fee.



*442 231853748 10211204

+231853748 10211204 <

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MOTTO APARTMENTS - 76137
2-14 Eve Street ERSKINEVILLE NSW 2043

Member Statement

ABN: 56 763 784 490

01/02/2020 through 29/05/2020

Access Your Account Online

You can manage your account whenever it suits you . Register your interest by sending an email to us with your plan & lot number and we will return your access details.

Already registered? Login to view your account history as well as access a variety of other online resources. <https://scheme.strataplus.com.au/76137>

*Opening Balance (unpaid amount from previously issued invoice) is payable by the due date specified on that invoice. Please check your invoice details and, if required, pay the opening balance immediately.

Plan Number 76137
MOTTO APARTMENTS - 76137
2-14 Eve Street
ERSKINEVILLE NSW 2043

29-May-2020

<u>Lot</u>	<u>Unit</u>	<u>Owner Name</u>	<u>Owner</u> <u>First Name</u>	<u>Owner</u> <u>Occupied</u>	<u>Address for Notices</u>
93	2502	Mr Duncan Teevan & Ms Mary Keep			Owner: (None) PO Box 555 DULWICH HILL NSW 2203 (H) 0438 417 222 (M) 0401 057 221 (E) duncanteevan@gmail.com Billing: (Primary) C/- Infinity Property Agents Suite 38 112-122 McEvoy Street ALEXANDRIA NSW 2015 (P) 9699 9179 (E) strata@infinityproperty.com.au Send Invoices by Email

--- End of Report ---

Balance Sheet Detail

as at 29/05/2020

Registered for GST

(\$)

Assets

810 - Levies in Arrears/(Advance) - Total		13,683.66
825 - Cash At Bank		
825.10 - Cheque Account		
825.10.1 - Administrative Fund	158,897.62	
825.10.2 - Capital Works/Sinking Fund	420,510.12	
825.20 - Investments		
825.20.1 - Investment #1	122,000.50	
825.20.3 - Investment #3	25,721.58	
825.20.5 - Investment #5	230,000.00	
825.20.6 - Investment #6	230,000.00	
825.20.7 - Investment #7	151,000.00	
825.20.8 - Investment #8	151,000.00	
825 - Cash At Bank - Total		1,489,129.82
845 - Other Debtors - Total		2,517.90
881 - Receivable Insurance Claims - Total		1,327.27

Total Assets 1,506,658.65

Less Liabilities

940 - GST Clearing - Total	12,423.19
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Total Liabilities 12,423.19

Net Assets 1,494,235.46

Represented by:

610 - Administrative Fund as at 01/08/2019	117,594.18
Surplus - Administration Fund	43,015.88
	Administration Fund Reserve 160,610.06
650 - Capital Works/Sinking Fund as at 01/08/2019	1,006,046.21
Surplus - Capital Works Fund	327,579.19
	Capital Works Fund Reserve 1,333,625.40
	Total Equity 1,494,235.46

Revenue & Expense Level 3

01/08/2019 through 29/05/2020

Registered for GST

(\$)

Detail - Administration

Revenue

110 - Administrative Fund Levy - Total	500,000.16
125 - Insurance Claim Recovery - Total	5,527.27
130 - Interest Received	
130.20 - Interest on Arrears (from Levies)	523.62
130 - Interest Received - Total	523.62
195 - Other	
195.15 - Debt Collection Recovery	935.82
195.50 - Sale of Keys/Remotes/Swipes/Fobs	1,101.80
195.60 - Schedule B/D Reimbursement	
195.60.7 - Status Certificate (s184/s26)	981.00
195.60.8 - Strata Inspection Fees (s183)	372.00
195 - Other - Total	3,390.62
Total Revenue	509,441.67

Expense

301 - Accounting	
301.10 - Audit Fees	1,100.00
301 - Accounting - Total	1,100.00
320 - Consultancy/Inspections	
320.25 - Building/Defects	3,200.00
320.50 - Legal Fees/Debt Collection	15,868.01
320.86 - Capital Works Report	3,000.00
320.95 - Other Fees	3,428.20
320 - Consultancy/Inspections - Total	25,496.21
335 - Insurance	
335.10 - Premium	69,083.45
335.20 - Excess	4,000.00
335.25 - Claims Expense	3,909.09
335 - Insurance - Total	76,992.54
340 - Leases/Rentals	
340.30 - Indoor Garden Plants/Floral Arrangements	1,213.30
340 - Leases/Rentals - Total	1,213.30
345 - Management Costs	
345.10 - Agreed Fee (Schedule A)	25,858.40
345.20 - Additional Fees (Schedule B)	16,254.56
345.31 - Itemised Disbursements	
345.31.3 - Admin - Agent Disburst - Accounting/BAS	909.10
345.32 - Itemised Disbursements	
345.32.3 - Admin - Agent Disburst - Payment to Creditor	615.58
345.32.6 - Admin - Agent Disburst - Postage	14.60
345.32.7 - Admin - Agent Disburst - Stationery	381.83
345.33 - Itemised Disbursements	
345.33.4 - Admin - Agent Disburst - Sch B Fees - Compliance	490.91

Registered for GST

345.33.5 - Admin - Agent Disbust - Term Deposits	60.00
345.34 - Fixed Disbursements (Schedule D)	4,322.00
345.80 - Charges for Debt Collection	1,784.98
345 - Management Costs - Total	50,691.96
350 - Maintenance, Service & Repairs	
350.10 - Air Conditioning	
350.10.2 - Non-Routine	810.00
350.13 - Building Repair & Maintenance (General)	15,189.33
350.15 - Carpark/Garage	
350.15.1 - Doors & Gates - Contract	220.00
350.15.2 - Doors & Gates - Non-Routine	3,310.00
350.17 - Cleaning	
350.17.2 - Additional/Non-Routine	3,222.00
350.17.3 - Materials/Consumables	3,000.64
350.17.6 - Cleaning carpets	1,540.91
350.20 - Communications	
350.20.6 - Telephone	454.10
350.20.7 - Television - Antenna	1,671.00
350.22 - Doors & Windows	4,641.39
350.27 - Fire Services	
350.27.1 - Contract	10,884.00
350.27.2 - Non-Routine	15,195.41
350.27.3 - Compliance/Certification/Inspection	360.00
350.27.6 - Monitoring	1,252.74
350.30 - Grounds Maintenance/Caretaking	
350.30.2 - Gardens/Grounds	16,435.14
350.30.9 - Other	5,565.11
350.35 - Lifts	
350.35.1 - Maintenance Contract	22,356.68
350.35.2 - Non-Routine	253.64
350.38 - Painting Repairs & Materials	140.00
350.40 - Pest Control	2,656.30
350.45 - Pool/Spa/Sauna	
350.45.1 - Maintenance Contract	7,333.22
350.50 - Plumbing	
350.50.1 - Routine	550.00
350.50.2 - Non-Routine	12,474.86
350.50.9 - Other	930.00
350.55 - Pumps & Related	1,906.80
350.60 - Security & Monitoring	
350.60.4 - Intercoms	1,497.01
350.65 - Waste Services	
350.65.6 - Garbage Compactor/Chute	578.50
350 - Maintenance, Service & Repairs - Total	134,428.78
360 - Meeting/Functions	
360.80 - Venue Hire	559.09
360 - Meeting/Functions - Total	559.09
367 - Reimbursement of Regulation Fees	
367.70 - Status Certificate	991.90
367.80 - Strata Inspection	372.00
367 - Reimbursement of Regulation Fees - Total	1,363.90
370 - Security	
370.10 - Keys, Remotes, Swipes & Fobs	3,556.46
370 - Security - Total	3,556.46
375 - Site Services (Non-Employee)	

Registered for GST

375.20 - Building Manager/Caretaker	103,315.89
375 - Site Services (Non-Employee) - Total	103,315.89
390 - Utilities/Rates	
390.20 - Electricity	30,554.07
390.30 - Gas	432.14
390.40 - Water & Sewerage	35,727.19
390.90 - Other	994.26
390 - Utilities/Rates - Total	67,707.66
Total Expense	466,425.79
Surplus	43,015.88

Detail - Capital Works Fund**Revenue**

210 - Capital Works/Sinking Fund Levy - Total	220,000.36
220 - Capital Works Fund - Special Levy - Total	387,924.54
230 - Capital Works/Sinking Fund Interest Received	
230.10 - Interest on Arrears (from Levies)	1,023.97
230.20 - Interest on Investments - Capital Works/Sink Fund	10,692.45
230 - Capital Works/Sinking Fund Interest Received - Total	11,716.42
232 - Income Tax Refund - Total	137.60
Total Revenue	619,778.92

Expense

401 - Accounting	
401.10 - Tax Payments	2,895.00
401.20 - Tax Preparation	225.00
401 - Accounting - Total	3,120.00
420 - Consultancy/Inspections	
420.25 - Building/Defects	32,167.00
420 - Consultancy/Inspections - Total	32,167.00
450 - Upgrades & Replacements	
450.13 - Building Upgrades & Improvements (General)	178,002.64
450.22 - Doors & Windows	400.00
450.25 - Electrical/Lighting	
450.25.1 - Upgrades	1,293.39
450.25.9 - Other	2,058.50
450.60 - Security Equipment	
450.60.4 - Gates & Intercoms	75,158.20
450 - Upgrades & Replacements - Total	256,912.73
Total Expense	292,199.73
Surplus	327,579.19



Policy No: 835165
Period of Insurance:
From: 05/12/19
To: 05/12/20 at 4.00 pm

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

Certificate of Currency - Tax Invoice

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

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

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

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

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

Our Ref: 0186553

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

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

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

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

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

Strata Schemes Management Act 1996(NSW)

MINUTES OF FIRST ANNUAL GENERAL MEETING

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

DATE, PLACE AND TIME

The meeting was held on Monday 28th August 2006,
In the office of Strata Plus Pty Limited at 6:30 pm.

PRESENT:	P Lloyd, Motto Apartments Pty Ltd	Lot 1
	S Hall	Lot 13
	M & S Caldis	Lot 22
	D Schmid	Lot 51
	A Wesley-Smith	Lot 52
	R T Reuer	Lot 53
	A Dong	Lot 55
	J Fieldsend	Lot 60
	S Reay & S Lowe	Lot 69
	T Bondin	Lot 89
	D Alexander	Lot 92
	L Purvis	Lot 97
	A Atwell & W Wallace	Lot 98

PRESENT BY PROXY:

NAME	LOT	PROXY TO
E Hung	2	Motto Apartments Pty Ltd
A Kladis	3	Motto Apartments Pty Ltd
S Lai	4	Motto Apartments Pty Ltd
D & I Quigg	5	Motto Apartments Pty Ltd
V Phipps	7	Motto Apartments Pty Ltd
S & L Hamilton	8	Motto Apartments Pty Ltd
M Lai	9	Motto Apartments Pty Ltd
J Rumney & H Howarth	10	Motto Apartments Pty Ltd
E Khoo	14	Motto Apartments Pty Ltd
G Allison	15	Motto Apartments Pty Ltd
Y Mai	21	Motto Apartments Pty Ltd
D Watson	24	Motto Apartments Pty Ltd
J Higgins	25	Motto Apartments Pty Ltd
H Simmons	26	Motto Apartments Pty Ltd
G Tan	27	Motto Apartments Pty Ltd

C Chan & S Chu	29	Motto Apartments Pty Ltd
L Pan	31	Motto Apartments Pty Ltd
A Sharpe	32	Motto Apartments Pty Ltd
E Hung	33	Motto Apartments Pty Ltd
H Bazzi	34	Motto Apartments Pty Ltd
S Lai	54	Motto Apartments Pty Ltd
E Marshall	58	Motto Apartments Pty Ltd
L Bousfield	70	S Lowe & S Reah
A & DManning	71	Motto Apartments Pty Ltd
M Millott	72	Motto Apartments Pty Ltd
G Lee	73	Motto Apartments Pty Ltd
W Chow	75	Motto Apartments Pty Ltd
L Griffin	76	M Woochuk
W Oliver	77	Motto Apartments Pty Ltd
L Samuels	78	Motto Apartments Pty Ltd
I Mitchell & C.Murphie	79	Motto Apartments Pty Ltd
D Spisich	88	Motto Apartments Pty Ltd
C Micheals & R Lee	90	Motto Apartments Pty Ltd
A Hunt	91	Motto Apartments Pty Ltd
N Teghlori& J Mourad	93	Motto Apartments Pty Ltd
N Roberts & S Furlan	99	Motto Apartments Pty Ltd

IN ATTENDANCE: P Russell Strata Plus Pty Ltd
M Woochuk Strata Plus Pty Ltd

CHAIRPERSON: Marguerite Woochuk

QUORUM: The chairman noted a quorum was present and declared the meeting open at 6:30 pm.

MINUTES

MOTION 1	INSURANCE	RESOLVED that the insurances affected by the owners corporation be confirmed but will vary according to valuation this year.
MOTION 2	LEVIES	<p>(a) RESOLVED that the contributions be confirmed for the twelve month period from 1st November, 2006:</p> <p>(1) to the administrative fund in accordance with section 75(1) of the Act for the sum of \$267,820.00 plus GST; and</p> <p>(2) to the sinking fund in accordance with Section 75(2) of the Act for the sum of \$75,000.00.</p> <p>(3) that both contributions be paid in four equal instalments, the first instalment being due and payable on 1st November, 2006 and the subsequent instalments being due and payable on the first days of February, May, and August, 2007.</p>

		(4) and that both contributions be levied by notice from the treasurer of the owners corporation in accordance with section 78 of the Act.														
MOTION 3	SINKING FUND ASSESSMENT	RESOLVED that the owners corporation authorise and instruct the managing agent to obtain on behalf of the owners corporation a sinking fund assessment, to be executed as per Schedule 2, Clause 3(b1) of the Strata Schemes Management Amendment Act 2004, to adequately assess the owners corporation sinking fund requirements.														
MOTION 4	EXECUTIVE COMMITTEE	<p>RESOLVED that in accordance with Part 4 of the Regulations of the Act the number of nominations received were seven (7) these were:</p> <table><tr><td>A Wesley-Smith</td><td>Lot 52</td></tr><tr><td>S Lowe</td><td>Lot 69</td></tr><tr><td>T Bondin</td><td>Lot 89</td></tr><tr><td>D Alexander</td><td>Lot 92</td></tr><tr><td>L Purvis</td><td>Lot 97</td></tr><tr><td>W Wallace</td><td>Lot 98</td></tr><tr><td>A Braddock</td><td>Lot 103</td></tr></table> <p>Upon the chairperson declaring that nominations had closed the meeting RESOLVED the number of the executive committee members be determined at seven (7) and those candidates nominated were duly elected.</p>	A Wesley-Smith	Lot 52	S Lowe	Lot 69	T Bondin	Lot 89	D Alexander	Lot 92	L Purvis	Lot 97	W Wallace	Lot 98	A Braddock	Lot 103
A Wesley-Smith	Lot 52															
S Lowe	Lot 69															
T Bondin	Lot 89															
D Alexander	Lot 92															
L Purvis	Lot 97															
W Wallace	Lot 98															
A Braddock	Lot 103															
MOTION 5	RESTRICTED MATTERS	RESOLVED that there be no restricted matters for the purposes of section 21 of the act.														
MOTION 6	BY-LAWS	RESOLVED that the by-laws in force be confirmed.														
MOTION 7	STRATA MANAGING AGENT	<p>RESOLVED that a strata managing agent be appointed, and all powers and functions of the owners corporation be delegated to the strata managing agent.</p> <p>RESOLVED that Strata Plus be appointed as managing agent in accordance with section 27 (1) of the Act.</p> <p>RESOLVED that the owners corporation delegate to Strata Plus the powers, authorities, duties and functions of the owners corporation, its executive committee and the chairperson, secretary and treasurer of the executive committee.</p> <p>RESOLVED that the common seal of the owners corporation be affixed to the agency agreement tabled with the agenda of this meeting which incorporates the instruments of the appointment of and delegation to Strata Plus Pty Limited.</p>														
MOTION 8	CARETAKER	RESOLVED that <i>Bondlake Pty Ltd trading as Building Management Australia</i> be appointed as caretaker.														
MOTION 9	ACCOUNTING	RESOLVED the accounting records and the last financial statements were adopted.														
MOTION 10	SECTION 88B INSURANCES	RESOLVED that office bearer's liability insurance for \$2,000,000.00 and that fidelity guarantee insurance for \$40,000.00 taken out by the owners corporation be confirmed.														
CLOSURE		There being no further business, the chairperson declared the meeting closed at 7:25 pm.														

CHAIRPERSON _____

DATE _____

Strata Schemes Management Act 1996(NSW)

MINUTES OF AN EXTRAORDINARY GENERAL MEETING

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

DATE, PLACE AND TIME

This meeting was held immediately following the annual general meeting

PRESENT:	P Lloyd, Motto Apartments Pty Ltd	Lot 1
	S Hall	Lot 13
	M Caldis & S Caldis	Lot 22
	D Schmid	Lot 51
	A Wesley-Smith	Lot 52
	R Reuer	Lot 53
	A Dong	Lot 55
	J Fieldsend	Lot 60
	S Reay & S Lowe	Lot 69
	T Bondin	Lot 89
	D Alexander	Lot 92
	L Purvis	Lot 97
	A Atwell & W Wallace	Lot 98

PRESENT BY PROXY:

NAME	LOT	PROXY TO
E Hung	2	Motto Apartments Pty Ltd
A Kladis	3	Motto Apartments Pty Ltd
S Lai	4	Motto Apartments Pty Ltd
D & I Quigg	5	Motto Apartments Pty Ltd
V Phipps	7	Motto Apartments Pty Ltd
S & L Hamilton	8	Motto Apartments Pty Ltd
M Lai	9	Motto Apartments Pty Ltd
J Rumney & H Howarth	10	Motto Apartments Pty Ltd
E Khoo	14	Motto Apartments Pty Ltd
G Allison	15	Motto Apartments Pty Ltd
Y Mai	21	Motto Apartments Pty Ltd
D Watson	24	Motto Apartments Pty Ltd
J Higgins	25	Motto Apartments Pty Ltd
H Simmons	26	Motto Apartments Pty Ltd
G Tan	27	Motto Apartments Pty Ltd
C Chan & S Chu	29	Motto Apartments Pty Ltd

L Pan	31	Motto Apartments Pty Ltd
A Sharpe	32	Motto Apartments Pty Ltd
E Hung	33	Motto Apartments Pty Ltd
H Bazzi	34	Motto Apartments Pty Ltd
S Lai	54	Motto Apartments Pty Ltd
E Marshall	58	Motto Apartments Pty Ltd
L Bousfield	70	S Lowe & S Reah
A & DManning	71	Motto Apartments Pty Ltd
M Millott	72	Motto Apartments Pty Ltd
G Lee	73	Motto Apartments Pty Ltd
W Chow	75	Motto Apartments Pty Ltd
L Griffin	76	M Woochuk
W Oliver	77	Motto Apartments Pty Ltd
L Samuels	78	Motto Apartments Pty Ltd
I Mitchell & C Murphie	79	Motto Apartments Pty Ltd
D Spisich	88	Motto Apartments Pty Ltd
C Micheals & R Lee	90	Motto Apartments Pty Ltd
A Hunt	91	Motto Apartments Pty Ltd
N Teghlori & J Mourad	93	Motto Apartments Pty Ltd
N Roberts & S Furlan	99	Motto Apartments Pty Ltd

IN ATTENDANCE: M Woochuk Strata Plus Pty Ltd
P Russell Strata Plus Pty Ltd

CHAIRPERSON: Marguerite Woochuk

MINUTES

MOTION 1	BY-LAW 29 GARBAGE APPLICABLE TO RETAIL LOT	SPECIALLY RESOLVED that By-law 29 – Garbage applicable to retail lot be adopted.
MOTION 2	BY-LAW 30 RIGHT TO MAKE ALTERATIONS TO COMMON PROPERTY	SPECIALLY RESOLVED that By-law 30 – Right to make alterations to common property be adopted.
CLOSURE		There being no further business the chairperson declared the meeting closed at 7:40 pm.

CHAIRPERSON

DATE

Strata Schemes Management Act 1996 (NSW)

MINUTES OF EXECUTIVE COMMITTEE MEETING

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

DATE, PLACE AND TIME

This meeting was held immediately following the annual general meeting

PRESENT:	A Wesley-Smith	Lot 52
	S Reay & S Löwe	Lot 69
	T Bondin	Lot 89
	D Alexander	Lot 92
	L Purvis	Lot 97
	A Atwell & W Wallace	Lot 98

IN ATTENDANCE :	P Lloyd, Motto Apartments Pty Ltd	Lot 1
	S Hall	Lot 13
	M Caldis & S Caldis	Lot 22
	D Schmid	Lot 51
	R Reuer	Lot 53
	A Dong	Lot 55
	J Fieldsend	Lot 60

PRESENT BY PROXY:

NAME	LOT	PROXY TO
E Hung	2	Motto Apartments Pty Ltd
A Kladis	3	Motto Apartments Pty Ltd
S Lai	4	Motto Apartments Pty Ltd
D & IQuigg	5	Motto Apartments Pty Ltd
V Phipps	7	Motto Apartments Pty Ltd
S & L Hamilton	8	Motto Apartments Pty Ltd
M Lai	9	Motto Apartments Pty Ltd
J Rumney & H Howarth	10	Motto Apartments Pty Ltd
E Khoo	14	Motto Apartments Pty Ltd
G Allison	15	Motto Apartments Pty Ltd
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D Watson	24	Motto Apartments Pty Ltd
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H Simmons	26	Motto Apartments Pty Ltd
G Tan	27	Motto Apartments Pty Ltd
C Chan & S Chu	29	Motto Apartments Pty Ltd

L Pan	31	Motto Apartments Pty Ltd
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L Bousfield	70	S Lowe & S Reah
A & DManning	71	Motto Apartments Pty Ltd
M Millott	72	Motto Apartments Pty Ltd
G Lee	73	Motto Apartments Pty Ltd
W Chow	75	Motto Apartments Pty Ltd
L Griffin	76	M Woochuk
W Oliver	77	Motto Apartments Pty Ltd
L Samuels	78	Motto Apartments Pty Ltd
I Mitchell & C Murphie	79	Motto Apartments Pty Ltd
D Spisich	88	Motto Apartments Pty Ltd
C Micheals & R Lee	90	Motto Apartments Pty Ltd
A Hunt	91	Motto Apartments Pty Ltd
N Teghlori & J Mourad	93	Motto Apartments Pty Ltd
N Roberts & S Furlan	99	Motto Apartments Pty Ltd

IN ATTENDANCE: M Woochuk Strata Plus Pty Ltd
P Russell Strata Plus Pty Ltd

CHAIRPERSON: Marguerite Woochuk

MINUTES

MOTION 1	OFFICE BEARERS	<p>RESOLVED that the following office bearers be elected for the ensuing year:</p> <p>Chairperson Linda Purvis Treasurer Tim Bondin Secretary: W Don Wallace</p>
MOTION 2	NEXT MEETING	<p>RESOLVED that the next meeting of the executive committee will be held on Monday 16th October 2006 at 6:30 pm in Unit 2402 with the following agenda items:</p> <ol style="list-style-type: none"> 1. An Occupational Health & Safety Report be carried out on the common area. 2. That the air conditioning report be tabled and discussed. 3. That the air conditioning application from owner Linda Purvis be considered. <p>RESOLVED that the managing agent is to send out a circular to all owners/occupant advising that a consultant is being engaged by the owners corporation to assess suitable location of air conditioning units at Motto Apartments to ensure that the architectural integrity of the scheme is upheld.</p>

CLOSURE		There being no further business, the chairperson declared the meeting closed at 8:25 pm.
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CHAIRPERSON

DATE

Strata Schemes Management Act 1996 (NSW)

MINUTES OF THE ANNUAL GENERAL MEETING

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

DATE, PLACE AND TIME

The meeting was held on Tuesday 25 October 2016

At Strata Plus Meeting Room
Level 2, 80 Cooper Street, SURRY HILLS NSW

This meeting commenced at 6:30 PM

PRESENT:	C. Dalton & S. Vuong	Lot 9
	M. Cargill	Lot 10
	J. Belcher	Lot 16
	K. Boulton	Lot 49
	M. Poole	Lot 52
	E. Marshall	Lot 58
	J. Fieldsend	Lot 60
	A. Pierce	Lot 72
	M. Long	Lot 76 & 92
	M. Lawler	Lot 88
	D. Tuckwell	Lot 96
	A. Wallace & W. Wallace	Lot 98
	S. Davies	Lot 104
	B. Bowers & J. Reid	Lot 111
	C. Carr	Lot 117
	H. Sim	Lot 120
	J. Dixon & J. Leete	Lot 129
	K. Andrews	Lot 143
	C. George & M. Stephenson	Lot 162

PRESENT BY PROXY:	Margaret Lyle (Lot 48) proxy to Meryn Lyle
	Lynne Bousfield (Lot 70) Proxy to Don Wallace
	Kim Walker (Lot 115) proxy to Melissa McCaffery
	Kim Walker (Lot 142) proxy to Melissa McCaffery
	G. Holland & L. Rose (Lot 153) proxy to Mark Stephenson
	Craig Reynolds (Lot 155) proxy to Mark Stephenson
	Claire Beckwith (Lot 157) proxy to Mark Stephenson

IN ATTENDANCE:	Maree Doherty	Strata Plus Pty Ltd
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CHAIRPERSON:	Maree Doherty	Strata Plus Pty Ltd
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There being no quorum the meeting was adjourned to 2 November 2016 at 6:30pm at the offices of Strata Plus - level 2, 80 Cooper Street Surry Hills.

MINUTES OF THE RECONVENED ANNUAL GENERAL MEETING

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

DATE, PLACE AND TIME

The meeting was held on Wednesday, 2 November 2016

At Strata Plus Meeting Room
Level 2, 80 Cooper Street, SURRY HILLS NSW

This meeting commenced at 6:30 PM

PRESENT:

I. Quigg	Lot 5
C. Dalton & S. Vuong	Lot 9
J. Belcher	Lot 16
R. Barrington	Lot 38
M. Lyle	Lot 48
M. Poole	Lot 52
L. Bousfield	Lot 70
M. Long	Lot 76 & 92
M. Lawler	Lot 88
D. Tuckwell	Lot 96
L. Purvis	Lot 97
A. Wallace & W. Wallace	Lot 98
K. Walker	Lot 115
C. Carr	Lot 117
R. Liebmann & J. Liebmann	Lot 123
J. Dixon & J. Leete	Lot 129
K. Walker	Lot 142
K. Andrews	Lot 143
C. George & M. Stephenson	Lot 162

PRESENT BY PROXY:

Margaret Lyle (Lot 48) proxy to Meryn Lyle
Lynne Bousfield (Lot 70) Proxy to Don Wallace
Kim Walker (Lot 115) proxy to Melissa McCaffery
Kim Walker (Lot 142) proxy to Melissa McCaffery
G. Holland & L. Rose (Lot 153) proxy to Mark Stephenson
Craig Reynolds (Lot 155) proxy to Mark Stephenson
Claire Beckwith (Lot 157) proxy to Mark Stephenson

IN ATTENDANCE:

G Candi	Building Management Headquarters Pty Ltd
Maree Doherty	Strata Plus Pty Ltd

Those present determined that Don Wallace chair the meeting.

The meeting commenced at 6:30pm

MINUTES

CONFIRMATION OF RECORDS		
MOTION 1	MINUTES	RESOLVED that the minutes of the last general meeting of the Owners Corporation held 19 October 2015 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	FINANCIAL STATEMENTS	RESOLVED that the audited financial statements for the period ended 31 July 2016 be adopted.
COMMON PROPERTY RISK MANAGEMENT		
MOTION 3	CONFIRMATION OF CURRENT INSURANCES	RESOLVED that the Owners Corporation’s current insurances as detailed in the attached schedule be confirmed. <i>NOTE: At the time the premium for this insurance was paid, Strata Plus received a commission/broker fee in the sum of \$5,646.50 incl. GST. This commission/broker fee is in line with the existing agency agreement and has been taken into consideration when determining the management fee for the scheme.</i>
MOTION 4	INSURANCE RENEWAL	RESOLVED that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme in accordance with current valuation.
MOTION 5	VALUATION	DEFEATED that in accordance with section 85 of the Act, a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation. <div>Last obtained: October 2014</div>
OWNERS CORPORATION GOVERNANCE		
MOTION 6	EXECUTIVE COMMITTEE	RESOLVED that the executive committee be elected. In accordance with Part 5 of the Regulations of the <i>Strata Schemes Management Act 1996</i> the number of nominations received were nine (9) and these were: <div><div>M. Poole</div><div>Lot 52</div><div>L. Bousfield</div><div>Lot 70</div><div>M. Lawler</div><div>Lot 89</div><div>M. Stephenson</div><div>Lot 162</div><div>K. Andrews</div><div>Lot 143</div><div>S. Vuong</div><div>Lot 9</div><div>K. Walker</div><div>Lot 115</div><div>C. Carr</div><div>Lot 117</div><div>W. Wallace</div><div>Lot 98</div></div> Upon the chairperson declaring that nominations had closed the meeting RESOLVED that the number of executive committee members be nine (9) and those candidates nominated were duly elected. <i>This motion was discussed as the last motion of the meeting.</i>
MOTION 7	RESTRICTED MATTERS	RESOLVED that no matter or class of matter be determined by the Owners Corporation in general meeting.
FINANCIAL MATTERS – TREASURERS REPORT		
MOTION 8	TERM DEPOSITS	RESOLVED that the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 9	AUDITOR	RESOLVED that an auditor be appointed for the owners corporation for the financial year ending 31 July 2017.

MOTION 10	BUDGET & LEVIES	<p>(a) RESOLVED that the Administrative Fund Budget for the financial year commencing 1 August 2016 be adopted and that levies of \$513,700.00 incl. GST (\$467,000.00 excl GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2016 (already issued as per resolution of last year’s AGM)</td><td>\$130,171.89</td></tr><tr><td>1 November 2016</td><td>\$127,842.70</td></tr><tr><td>1 February 2017</td><td>\$127,842.70</td></tr><tr><td>1 May 2017</td><td>\$127,842.71</td></tr><tr><td>Total</td><td>\$513,700.00</td></tr></table> <p>(b) RESOLVED that the Sinking Fund Budget for the financial year commencing 1 August 2016 be adopted and that levies of \$198,000.00 incl. GST (\$180,000.00 excl GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Sinking Incl. GST</th></tr><tr><td>1 August 2016 (already issued as per resolution of last year’s AGM)</td><td>\$49,839.87</td></tr><tr><td>1 November 2016</td><td>\$49,386.71</td></tr><tr><td>1 February 2017</td><td>\$49,386.71</td></tr><tr><td>1 May 2017</td><td>\$49,386.71</td></tr><tr><td>Total</td><td>\$198,000.00</td></tr></table> <p>(c) RESOLVED that the first levy for the 1 August 2017 financial year be due and payable to the Administrative Fund and Sinking Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th><th>Sinking Incl. GST</th></tr><tr><td>1 August 2017</td><td>\$127,842.70</td><td>\$49,386.71</td></tr></table> <p>(d) RESOLVED that all contributions be levied by notice from the treasurer of the owners corporation in accordance with section 78 of the <i>Strata Schemes Management Act 1996 (NSW)</i>.</p>	Due Date	Admin Incl. GST	1 August 2016 (already issued as per resolution of last year’s AGM)	\$130,171.89	1 November 2016	\$127,842.70	1 February 2017	\$127,842.70	1 May 2017	\$127,842.71	Total	\$513,700.00	Due Date	Sinking Incl. GST	1 August 2016 (already issued as per resolution of last year’s AGM)	\$49,839.87	1 November 2016	\$49,386.71	1 February 2017	\$49,386.71	1 May 2017	\$49,386.71	Total	\$198,000.00	Due Date	Admin Incl. GST	Sinking Incl. GST	1 August 2017	\$127,842.70	\$49,386.71
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Total	\$198,000.00																															
Due Date	Admin Incl. GST	Sinking Incl. GST																														
1 August 2017	\$127,842.70	\$49,386.71																														

MOTION 11	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED that the owners corporation authorise:</p> <p>(a) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest; and</p> <p>(b) the engagement of Le Page Lawyers and/or counsel for the purposes of proceedings; and</p> <p>(c) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.</p>
EXPENDITURE PROCEDURES		
MOTION 12	EXPENDITURE PROCEDURES	<p>DEFEATED that the executive committee approve expenditure procedures for the Building Manager and Strata Managing Agent as follows:</p>

		<ul style="list-style-type: none"> • Building Manager can incur normal budgeted operating expenses <\$1,000 without referral. • Expenditure limits for non-budgeted / emergency items is <\$750. • If committee (EC) approval is required an email request with details to be sent to all EC members. It must be supported by at least four (4) EC members before the expense can be incurred. • Expenditure >\$3,000 must be supported by a minimum of three competitive quotes • Sinking Fund expenditure >\$500 to be pre-approved by EC. • Sinking Fund expenditure >\$5,000 and < \$10,000 can only be approved at a formal EC meeting when other lot owners can contribute to the discussion. • Sinking Fund Expenditure >\$10,000 can only be approved at an EGM <p><i>It was agreed that this matter be referred to the Executive Committee for clarification and confirmation of desired outcome.</i></p>
MOTION 13	EXPENDITURE V BUDGET	<p>That in accordance with Section 80A of the <i>Strata Schemes Management Act 1996 as amended</i>, the Owners Corporation removes the limitation relating to expenditure in excess of 10% above budget on any item or matter</p> <p>An amendment to the motion as per the agenda was moved by W D Wallace Lot 98 that the limit of expenditure instead be in excess of 10% above budget in aggregate.</p> <p>On being put to the vote the amendment was carried.</p> <p>Upon the amended motion becoming the motion, it was RESOLVED that in accordance with Section 80A of the <i>Strata Schemes Management Act 1996 as amended</i>, the Owners Corporation removes the limitation relating to expenditure in excess of 10% above budget on any item or matter, but a limit of expenditure in excess of 10% above the budget in aggregate apply.</p>
MOTION 14	WAIVE INTEREST LOT 2 (PROPOSED BY M FARROW – LOT 42)	<p>DEFEATED that by special resolution pursuant to Section 79(3) of the Strata Schemes Management Act 1996, the Owners Corporation waives the interest due on late payment of contributions due on the first days of August 2015 due to personal illness. (Medical certificate provided).</p> <p><i>As the owner was not present at the meeting, no clarification was possible.</i></p>
CHANGE TO COMMON PROPERTY		
MOTION 15	CHANGE TO COMMON PROPERTY (PROPOSED BY MARK STEPHENSON – LOT 162)	<p>A) SPECIALLY RESOLVED that in accordance with Section 65A of the Strata Schemes Management Act 1996 the Owners SP76137 resolve to install brushwood fencing or similar along the Nassau Lane Wall (refer attached Strata Plan extract marked annexure A) at a cost of approximately \$36,000.</p> <p>That such expense is paid from the owners corporations existing (as at the meeting date) sinking fund.</p>
MOTION 16		<p>B) That in accordance with Section 76 of the Strata Schemes Management Act 1996 the Owners SP76137 resolve to raise a special levy due and payable in instalment 1 December 2016 for \$40,000 (incl GST) to be raised in accordance with unit entitlement.</p> <p><i>Motion not required</i></p>
MOTION 17	CHANGE TO COMMON PROPERTY (PROPOSED BY MARK STEPHENSON – LOT 162)	<p>RESOLVED that the owners corporation SP76137 resolve to proceed with the subdivision of the boundary of Nassau Lane to Glo for the strip that contains the steel beams for dedication of Nassau Lane to council, so that Motto can request</p>

		for the occupation certificate. Costs not to exceed \$5K.
MOTION 18	CHANGE TO COMMON PROPERTY (PROPOSED BY MARK STEPHENSON – LOT 162)	<p>That the Owners SP76137 proceed with negotiations with Richard Crookes Constructions in relation to Access and use of Common Property, including changes to the layout of the garbage holding area (per plans submitted by RCC) and subject to council approval (STCA). New design includes an increase in the perimeter, a change to the entry, installation of a drain, and may be covered (depending on council direction - which will require lighting/electrics etc) with all costs to be borne by RCC. Any additional costs will be tabled and brought to an EGM if required.</p> <p><i>Motion withdrawn – subject to the EC further negotiating with RCC. Matter to be subject to an EGM at a date to be advised.</i></p>
MOTION 19	CHANGE TO COMMON PROPERTY (PROPOSED BY THE EXECUTIVE COMMITTEE)	<p>That the Owners SP76137 consider enclosing the open grassed area accessible from McDonald Street and give the executive committee authority to proceed with investigations associated with the installation of a fixed boundary fence or other. Costs of investigations not to exceed \$4000.</p> <p><i>Motion withdrawn – subject to the EC undertaking further investigations</i></p>
MOTION 20	LEGAL UPDATE (MARK STEPHENSON TO ADDRESS)	<p>RESOVLED that the executive committee provide an update on legal matters relating to the property including;</p> <ul style="list-style-type: none"> a) 1A Development which sits on boundary of the Motto Complex b) Alterations to Motto garbage room c) Impact and dilapidation from vibration due to neighbouring construction d) A general update was provided with the meeting being advised that further work is required to progress the matters. All matters affecting the Owners Corporation will be brought back to an EGM for endorsement of the Owners Corporation.
CLOSE		
	CLOSE	There being no further business the meeting was declared closed at 9:15PM.

NOTICE OF ANNUAL GENERAL MEETING

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

TO The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

DATE, PLACE AND TIME

The meeting will be held on Tuesday, 31 October 2017

at Joseph Sargeant Community Centre, 60 Prospect Street, Erskineville

The meeting will commence at 6:00pm

AGENDA

1. Preliminaries

- + recording of persons present and in attendance
- + receipt of proxies
- + recording of apologies
- + announcement of persons entitled to vote
- + determination of a quorum

2. Opening

- + confirming chairperson
- + commencement time

3. Consideration of attached motions

4. Closure

- ✓ All owners are encouraged to attend the annual general meeting (AGM) so as to participate in and contribute to the management of your scheme.

If you are unable to attend please complete and return the proxy form to our office prior to the meeting to assist with achieving a quorum.

Post to Strata Plus, PO Box H181, AUSTRALIA SQUARE NSW 1215, or email to your strata manager.

- ✓ This notice includes a further call for nominations of members to the strata committee.

If you are interested in being involved please complete the strata committee nomination form AND return prior to the meeting or bring with you to the AGM.

- ✓ Please read the Statutory Information enclosed to ensure you understand the circumstances in which you will be entitled to vote at the AGM as well as the guidelines on meeting procedures.

Should you have any queries regarding this notice of meeting or any of the items contained within, please contact our office prior to the meeting on 02 8198 8500.

Your Strata Manager is Maxine Wickey (email: maxine.wickey@strataplus.com.au)

NOTICE DATE: 17 OCTOBER 2017

CONTENTS

	PAGE
Statutory information	03
Strata committee election procedure	05
Strata Committee AGM Report	06
Motions for consideration	07
Minutes of previous general meeting	12
Audited year-end financial statements	18
Financial information	43
Insurance schedule	49
Administrative fund proposed budget	50
Capital works fund forecast summary & reconciliation	53
Capital works fund proposed budget	55
Notice of strata committee meeting	56
Strata committee code of conduct	59
Proxy form	Loose enclosed
Company nominee form	Loose enclosed
Change of details form	Loose enclosed
Strata committee nomination form	Loose enclosed

STATUTORY INFORMATION

PERSONS ENTITLED TO VOTE AT GENERAL MEETINGS

(Clauses 8, 23 & 24 of Schedule 1 of the Act)

Each owner, and each person entitled to a priority vote, has voting rights that may be exercised at a general meeting of the owners corporation, but only if the owner or person is recorded in the strata roll and, in the case of a corporation, the company nominee is recorded in the strata roll.

Voting may be exercised in person or by proxy. If the owner is a corporation, voting may be exercised only by the company nominee in person, or by a proxy appointed by the corporation.

- ✓ If you are the company nominee and unsure whether you are recorded on the strata roll, then call the office to check or execute and return the enclosed company nominee form prior to the meeting.

Priority vote

A vote at a meeting by the owner of a lot does not count if a priority vote in respect of the lot is cast in relation to the same matter. If a priority vote is cast in relation to a lot, a vote on the same matter by the owner of the lot does not count. A priority vote has no effect however, unless at least 2 days' written notice of intention to exercise the priority vote at the particular meeting has been given to the owner of the lot.

Essentially an owners vote does not count if a vote is cast on the same motion by:

- ✗ The mortgagee shown on the strata roll for the lot
- ✗ The covenant chargee shown on the strata roll for the lot
- ✗ In the case of multiple mortgagees or covenant changes, the priority mortgagee or chargee shown on the strata roll.

Voting eligibility & financial status

A vote at a general meeting by an owner of a lot or a person with a priority vote in respect of a lot will not count (other than on a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot that are owing.

- ✓ These contributions and amounts recoverable must be paid in full prior to the meeting. "Payment" means that cleared funds must be in the owners corporation's bank account before the meeting. Cash, bank cheques, personal cheques or copies of post office receipts (or the like) will **not** be accepted on the day of the meeting.

PROXIES

(Clauses 25 to 27 of Schedule 1 of the Act)

A person is a duly appointed proxy if the person is appointed as a proxy by an instrument in the form prescribed by the regulations. The proxy form contains mandatory instructions on how to complete.

- ✓ For the proxy to be effective / valid the details provided must be as per instructions AND the proxy must be given to the secretary or managing agent on the date recorded on the form AND before the meeting (24 hours before in the case of a large scheme).

A proxy cannot exercise a vote in relation to a matter if the person who appointed the proxy is exercising personally a power to vote on that matter.

A proxy has effect for the period commencing with the day on which it takes effect and ending with the later of the first anniversary of that day and the conclusion of the second annual general meeting held after that day, unless it is sooner revoked or a shorter period is stipulated on the proxy form.

If the instrument appointing a proxy limits the manner in which the proxy may vote at a meeting, a vote by the proxy that does not observe the limitation is invalid.

A duly appointed proxy may vote on a show of hands or demand a poll.

- ✓ If you appoint the managing agent as your proxy, you **must** circle number 2 and provide specific written instructions on how you wish to vote on each of the motions. If there are no specific instructions then the managing agent will use your proxy for quorum purposes but will abstain from voting on each of the motions.

PROXIES *cont'd*

Limitations on proxies

The number of proxies that may be held by a person (other than proxies held by the person as a co-owner of a lot)

- (a) If the scheme has 20 lots or less, then one proxy per person.
- (b) If the scheme has more than 20 lots, then a number that is equal to not more than 5% of the total number of lots. Example: if it is a 90 lot scheme, then one person can only hold 4 proxies.

✓ **Contact your proposed proxy holder and ask if they hold other proxy forms before you start to complete the form.**

QUORUM

(Clause 17 of Schedule 1 of the Act)

A motion submitted at a general meeting of an owners corporation must not be considered, and an election of the strata committee must not be held, unless there is a quorum present to consider and vote on the motion or on the election.

There is a quorum for considering and voting on such a motion or at such an election only if:

- (a) at least one-quarter of the number of persons entitled to vote is present, either personally or by duly appointed proxy, or
- (b) at least one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present and entitled to vote, either personally or by duly appointed proxy.
- (c) If there is more than one owner in the strata scheme and the quorum calculated is less than 2 persons, the quorum is 2 persons entitled to vote on the motion or at the election of the executive committee.

A person who has voted, or intends to vote, on a motion or an election at a meeting, by permitted means other than a vote in person is taken to be present for the purpose of determining whether the quorum exists.

If no quorum

If a quorum is not present within the next half-hour after the relevant motion or business arises for consideration at the meeting, then the chairperson **must** either:

- (a) Adjourn the meeting for at least 7 days, or
- (b) Declare that those present constitutes a quorum.

If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons present personally or by duly appointed proxy and entitled to vote constitute a quorum for considering that motion or business.

ADJOURNMENTS

(Clause 20 of Schedule 1 of the Act)

A general meeting of an owners corporation may be adjourned for any reason if a motion is passed at the meeting for the adjournment.

If a general meeting of the owners corporation is adjourned (including where the meeting is adjourned due to a lack of quorum):

- (a) the time and place at which the adjourned meeting is to be resumed must be fixed by the person who was presiding at the meeting or, in the case of a meeting that is adjourned due to lack of a quorum, by the person who would have presided at the meeting, and
- (b) notice of that time and place must be served by the secretary on the members of the owners corporation at least 1 day prior to the meeting.

OTHER INFORMATION

Types of resolutions

Motions requiring special resolution or unanimous resolution will be clearly stated. All other resolutions are by a simple majority of votes cast.

A *special resolution* means that not more than one-quarter of votes cast have voted against. The value of the vote is based in the unit of entitlement.

A *unanimous resolution* means that no vote has been cast against. Owners do not need to be financial in order to vote for a unanimous resolution.

Tenants

Tenants are entitled to attend but not entitled to vote. Tenants may only address the meeting if there is a resolution giving them the authority to do so. The owners corporation can determine at any time during the AGM that the tenants are not to be present when discussing financial matters.

Definitions

Act means the Strata Schemes Management Act 2015 (NSW)

Managing agent means the duly appointed strata managing agent pursuant to Section 49 of the Act.

Motion means a motion submitted for consideration by the owners corporation. It can be made by an owner, or any person entitled to vote, via a written notice which sets out the required motion, names the person, and provides an explanation of not more than 300 words.

Regulations means the Strata Schemes Management Regulation 2016 (NSW)

STRATA COMMITTEE ELECTION

(Sections 31 to 32, & Clause 5 of Schedule 1 of the Act)
(Clauses 9 & 11 of the Regulations)

The members of the strata committee must be elected at each AGM of the owners corporation.

The strata committee is to consist of such number of members, as the owners corporation may determine, but may not exceed 9. Large schemes must have a minimum of 3 members.

Eligible for election

- (a) an individual who is an owner
- (b) a company nominee of a corporation that is an owner
- (c) a co-owner of a lot if nominated by another owner other than the co-owner, or the co-owner if they are not a candidate. Only one co-owner of a lot can be a member at the same time.
- (d) an individual who is not an owner but who is nominated for election by an owner who is not a member nor a candidate.

Who is ineligible

- ✗ Building manager
- ✗ Property manager / leasing agent
- ✗ Person connected to the original owner who does not disclose the connection. Note that the disclosure must be made at the AGM before the election and recorded in the minutes of the AGM.
- ✗ Un-financial owner at the time of the notice who has not paid amounts owing prior to the meeting.
- ✗ If become ineligible after appointment and does not disclose in writing to the secretary or chairperson.

Who can nominate

- ✓ Sole owners can self-nominate.
- ✓ A person who is an owner of more than one lot, can nominate one person per lot.
- ✓ An owner does not need to be financial to nominate another person.
- ✓ An owner who is un-financial can be nominated providing the person nominating you is financial.
- ✓ A co-owner can nominate other co-owners of their lot providing they are not a candidate for election.

Any person nominating or being nominated for the strata committee must do so either verbally at the AGM or if not at the AGM, then in writing prior to the meeting. A strata committee nomination form is enclosed for this purpose. Owners are encouraged to return this form prior to the AGM to ensure the accuracy of the nomination.

Welcome to the 2017 AGM Report, and welcome to the new owners who have joined Motto.

The 2016/2017 committee members are:

Chair: Mark Stephenson

Secretary: Cynthia Carr,

Treasurer: Michael Lawler/Gil Beckwith

Members: Kim Walker, Andy Adam, Ben Farr

Strata Manager: Maxine Wickey, Strata Plus. Thanks also to Maree Doherty, former Strata Manager.

The Strata Committee (SC) have navigated a very busy year of operations implementing the changes from the new Strata Management Act, as well as progressing the major projects. We've been meeting on average every 6 weeks to keep momentum on projects and attending meetings with developers/builders and neighbouring strata committee representatives. The projects will need to be supported by additional funds from the 2018 Capital Works budget.

Adjoining neighbouring development OneA design and location of the boundary fence.

The SC finalised negotiations with Richard Crookes Constructions on the boundary interface. The driveway dividing fence is being built within the OneA site therefore formal approval from Motto Owners Corporation is not required. The fence is designed to blend with Motto, as well as their design. We anticipate that OneA Development will be completed by April, 2018. RCC will repair/replace our driveway garden bed once the construction is finished. We have also obtained their undertaking to repair/make good any damage sustained to the terraces during the construction. Additionally, further remediation work will occur to Motto's boundary fence at the end of Nassau Lane.

Garbage Room-OneA Development and McDonald Street kerb/footpath changes

Daniel Barber, a Town Planner has been working with the SC to progress the design/build of a new garbage room that meets our future needs, giving regard to noise impacts and accessibility for council. This involves new street/footpath access. Once we have received the final plans from architects, they will be provided to the Owners Corporation to approve/amend the changes to common property. The extension of McDonald St will be built by Cockram Constructions, and we hope that Daniel Barber, on our behalf, can work with them to get the works done. RCC Constructions has made a payment towards this work, in recognition of Motto's approval for the use of our airspace. This was voted upon at the Motto EGM in December 2016. Funds have been put aside for this work. Its likely to take the next 12-18 months.

Nassau Lane-completion works on Glo Apartments for Nassau Lane road dedication

Both Glo's SC and Motto's SC are progressing the dedication of Nassau Lane to the City of Sydney. This will involve further discussions/agreements/decisions by the respective Owners Corporations to obtain approvals & to construct a fence and other modifications. Daniel Barber will assist Motto SC to obtain planning approvals. The SC will need to cover the legal services regarding works and amendments to the Strata Plans for Motto and Glo. Provisions for these funds is required to cover the Capital Works budget.

Painting and Remediation works

The SC are seeking further information on options available to undertake this project, including options for implementation and capital financing options for the Owners Corporation to consider. Given the current development happening around the Motto complex, the buildings will receive a "building wash" together with window washing as an interim measure to remove the dirt and dust build-up.

By laws review by November, 2017

The SC are working on the review of existing by-laws to ensure the new comprehensive set reflects the needs of Motto, reflect the intentions of the model by-laws and provide for an adaptable strata living for Motto's lot owners and residents.

WHS Modifications to M2 Eve St Entrances

Following a Work Health & Safety Inspection, we were advised that the Eve St entrances to M2 Ground floor apartments were a "trip/slip/fall" risk. We are therefore required to address this risk, and additional railings and modifications to the entrances will be made.

Swimming Pool

The pool will be closed soon for a short period while repairs are being done to the tiles and cracks. We are pushing to get this work done before the hot summer weather hits. The lifespan of the pool will require major upgrade, so provision for future expenditure is being included in this capital work fund. We are exploring quotes for alternate upgrade options to be put to the owners to consider in due course.

Grounds and Gardens

There were irrigation problems to many gardens across the complex, requiring new and additional fixings. The M2 entrance gardens have recently been revamped with improved irrigation, new soil and new plantings. Cliveas were relocated to bring cheerful orange colour! We hope you are enjoying them. The M2 entrance garden beds will soon be re-painted when the neighbouring developments across Eve Street has finished. The worm farm has been "serviced" and should continue to provide composting and worm juice for residents.

We'd like to thank the new and ongoing members of the Strata Committee for their contributions and hard work this year. You can contact members of the Strata Committee by email to secretary76137@gmail.com with feedback, suggestions and input to Motto's operations.

Mark Stephenson
Chair

Cynthia Carr
Secretary

Michael Lawler
Treasurer

MOTIONS FOR CONSIDERATION

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	THAT the minutes of the last general meeting of the owners corporation held 25 September 2017 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	<p>(a) THAT the audited financial reports for the financial year ending 31 July 2017 be adopted.</p> <p>(b) THAT the accounting records and statements of financial information for the period ending 30 September 2017 attached be adopted.</p> <p>Notes to motion: <i>The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</i> <i>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</i></p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
MOTION 3	OWNERS CORPORATION RECORDS	<p>THAT the owners corporation resolves to keep its books and records, including its strata roll and accounting records, electronically.</p> <p>Notes to motion: <i>Certain records are to be retained for the prescribed 7 year period.</i></p>	<p>Sections 96 (2), 176, 179 & 180 of the Act</p> <p>Clause 41 of the Regulations</p>
COMMON PROPERTY RISK MANAGEMENT			
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	THAT the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
MOTION 5	INSURANCE COMMISSION	<p>THAT the owners corporation NOTE</p> <p>(a) Strata Plus received a commission/broker fee in the sum of \$6106.38 incl. GST when the premium was placed. This commission/broker fee is in line with the existing agency agreement and has been taken into consideration when determining the management fee for the scheme.</p> <p>(b) the strata insurance industry anticipates a 5% increase for anticipated future income based on current market conditions</p>	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 6	INSURANCE RENEWAL	<p>THAT a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme in accordance with current valuation (subject to the decision to the next motion).</p> <p>Notes to motion: <i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation.</i> <i>The use of an insurance broker satisfies the 3 quotation requirement.</i></p>	Sections 164, 165(1) & (2) & 166 and clause 9 (c) & (d) of Schedule 1 of the Act
MOTION 7	BUILDING VALUATION	<p>THAT a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation.</p> <p style="text-align: right;">Last obtained: 15 October 2014</p> <p>Notes to motion: <i>Although there is no requirement under the Act or the Regulations for a valuation to be conducted it is strongly recommended that a valuation be obtained for insurance purposes at least once every five years.</i></p>	
MOTION 8	WORKERS COMPENSATION INSURANCE	THAT the owners corporation resolves to confirm that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.	

MOTION 9	WINDOW LOCKS – SAFETY AND COMPLIANCE AUDIT	<p>THAT the owners corporation instruct the strata committee and/or managing agent to arrange for a window safety and compliance audit of all windows in the scheme.</p> <p>Notes to motion: <i>Strata schemes with residential lots must ensure all windows above the ground level that can be opened, which are accessible to children from inside the building, have safety devices fitted to prevent children falling through. By 13 March 2018 window safety devices must be installed. Failure to do so can result in fines.</i></p> <p><i>The first step is for the owners corporation to arrange for an audit to be undertaken of all windows.</i></p>	<p>Section 118 of the Act and Clauses 30 & 31 of the Regulations</p> <p>relates to the <i>Child Window Safety Devices Act 2013</i> NSW</p>								
MOTION 10	WINDOW LOCKS – INSTALLATION AND DELEGATION TO THE STRATA COMMITTEE	<p>THAT subject to the preceding motion being resolved, the owners corporation:</p> <p>(a) authorise the installation of window safety devices to windows within the strata scheme; and</p> <p>(b) delegate authority to the strata committee to undertake review of the audit recommendations before selecting the most appropriate option and proceeding with these works.</p>									
MOTION 11	ANNUAL FIRE SAFETY STATEMENT	<p>THAT the owners corporation considers the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorises the managing agent with the strata committee to make the arrangements for obtaining the next annual fire safety statement.</p>	<p>Clause 6(c) of Schedule 1 of the Act</p>								
MOTION 12	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>THAT the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 20 May 2015; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p>									
FINANCIAL MATTERS											
MOTION 13	TERM DEPOSITS	<p>That the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.</p>	<p>Sections 75(1) and 78(1) of the Act.</p>								
MOTION 14	APPOINTMENT OF AUDITOR	<p>THAT an auditor be appointed by the owners corporation for the financial year ending 31 July 2018.</p> <p>Notes to motion: <i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i></p> <p><i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i></p>	<p>Sections 95 and clause 9(c) of Schedule 1 of the Act</p> <p>Clause 21 of the Regulations</p>								
BUDGET AND LEVY CONTRIBUTIONS											
MOTION 15	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>(a) THAT the Administrative Fund Budget for the financial year commencing 1 August 2017 be adopted and that levies of \$531,679.50 incl. GST (\$483,345.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl GST</th></tr><tr><td>1 August 2017 (already issued as per resolution of last year’s AGM)</td><td>\$127,842.70</td></tr><tr><td>1 November 2017</td><td>\$134,612.27</td></tr><tr><td>1 February 2018</td><td>\$134,612.27</td></tr></table>	Due Date	Admin Incl GST	1 August 2017 (already issued as per resolution of last year’s AGM)	\$127,842.70	1 November 2017	\$134,612.27	1 February 2018	\$134,612.27	<p>Section 79(1) & 81(1) of the Act.</p>
Due Date	Admin Incl GST										
1 August 2017 (already issued as per resolution of last year’s AGM)	\$127,842.70										
1 November 2017	\$134,612.27										
1 February 2018	\$134,612.27										

		<table><tr><td>1 May 2018</td><td>\$134,612.26</td></tr><tr><td>Total</td><td>\$531,679.50</td></tr></table> <p>(b) THAT the first levy for the 1 August 2018 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2018</td><td>\$132,919.88</td></tr></table> <p>Notes to motion:</p> <p><i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i></p> <p><i>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</i></p> <p><i>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</i></p>	1 May 2018	\$134,612.26	Total	\$531,679.50	Due Date	Admin Incl. GST	1 August 2018	\$132,919.88	
1 May 2018	\$134,612.26										
Total	\$531,679.50										
Due Date	Admin Incl. GST										
1 August 2018	\$132,919.88										
MOTION 16	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	<p>THAT the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by Solutions in Engineering be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.</p> <p>Notes to motion:</p> <p><i>A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</i></p>	Clause 6(b) of Schedule 1 of the Act								

MOTION 17	CAPITAL WORKS FUND BUDGET & LEVIES	<p>(a) THAT the Capital Works Fund Budget for the financial year commencing 1 August 2017 be adopted and that levies of \$204,930.00 incl. GST (\$186,300.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2017 (already issued as per resolution of last year’s AGM)</td><td>\$49,386.77</td></tr><tr><td>1 November 2017</td><td>\$51,847.74</td></tr><tr><td>1 February 2018</td><td>\$51,847.74</td></tr><tr><td>1 May 2018</td><td>\$51,847.75</td></tr><tr><td>Total</td><td>\$204,930.00</td></tr></table> <p>(b) THAT the first levy for the 1 August 2018 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2018</td><td>\$51,232.50</td></tr></table> <p>Notes to motion: <i>The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies).</i> <i>The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process.</i> <i>Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</i></p>	Due Date	Capital Works Incl. GST	1 August 2017 (already issued as per resolution of last year’s AGM)	\$49,386.77	1 November 2017	\$51,847.74	1 February 2018	\$51,847.74	1 May 2018	\$51,847.75	Total	\$204,930.00	Due Date	Capital Works Incl. GST	1 August 2018	\$51,232.50	Section 79(2), (5) & (6) and 81(1) of the Act.
Due Date	Capital Works Incl. GST																		
1 August 2017 (already issued as per resolution of last year’s AGM)	\$49,386.77																		
1 November 2017	\$51,847.74																		
1 February 2018	\$51,847.74																		
1 May 2018	\$51,847.75																		
Total	\$204,930.00																		
Due Date	Capital Works Incl. GST																		
1 August 2018	\$51,232.50																		
MOTION 18	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	<p>THAT the 10% per item limitation of budget to actual expenditure be removed.</p> <p>Notes to motion: <i>If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i></p>	Section 102(3) of the Act																
MOTION 19	MANAGEMENT OF OUTSTANDING LEVIES	<p>THAT the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <p>(a) the managing agent to issue reminder notices</p> <p>(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;</p> <p>(c) the strata committee to provide consent for payment plans;</p> <p>(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and</p> <p>(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.</p> <p>Notes to motion: <i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i> <i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i></p>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations																

OWNERS CORPORATION GOVERNANCE			
MOTION 20	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>THAT:</p> <p>(a) the nominations for the strata committee be declared, received and recorded;</p> <p>(b) the nominations be closed by the chairperson; and</p> <p>(c) the number of members of the strata committee be determined for the ensuing year.</p> <p>Notes to motion: <i>Please refer to the Strata Committee Election details provided with this notice.</i></p> <p><i>The Chairperson will</i></p> <ul style="list-style-type: none"> + declare written nominations received before the meeting and + call for verbal nominations from the floor before closing nominations. <p><i>Candidates and acting members of the strata committee must disclose any connection to the original owner or caretaker of the scheme, either before the meeting or during.</i></p>	<p>Sections 29 to 32 and Clauses 5, 8(1)(b), 9(e) of Schedule 1 of the Act)</p> <p>Clause 9 of the Regulations</p>
MOTION 21	STRATA COMMITTEE ELECTION	<p>THAT:</p> <p>(a) if the number of nominations exceeds the number of members decided upon, a ballot be held to determine the successful members</p> <p><u>OR</u></p> <p>(b) if the number of nominations equals the number of members decided upon, then those members be duly elected.</p> <p>Notes to motion: <i>If there are more nominations received than the number of members determined, a ballot election will be held in order to determine the successful members.</i></p> <p><i>In the event that the number of nominations equals the number of members decided upon, then those members are duly elected.</i></p>	<p>Sections 29 to 32 and Clauses 5, 8(1)(b), 9(e) of Schedule 1 of the Act)</p> <p>Clauses 9 & 10 of the Regulations</p>
MOTION 22	RESTRICTIONS OVER THE STRATA COMMITTEE	<p>THAT the owners corporation resolve if any matter or class of matter, other than those imposed by the Act, is to be determined by the Owners Corporation in general meeting.</p> <p>Notes to motion: <i>The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation. The owners corporation must decide whether further restrictions be imposed upon the strata committee.</i></p>	<p>Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act</p>
MOTION 23	BY-LAW MINOR RENOVATIONS	<p>(a) That the owners corporation <i>specialy resolve</i> to make an additional by-law in the following terms:</p> <p><u>SPECIAL BY-LAW</u></p> <p>i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the <i>Strata Schemes Management Act 2015</i>) and of imposing conditions on such approval.</p> <p>ii. The owners corporation in like manner may revoke any such delegation.</p> <p>iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.</p> <p>(b) That the strata manager be instructed to arrange registration of the by-law.</p>	<p>Sections 110 & 141 of the Act.</p>
MOTION 24	MINOR RENOVATION ANNUAL AUTHORITY	<p>That, subject to the registration of the by-law, the functions of the owners corporation under s.110 of the <i>Strata Schemes Management Act 2015</i> be delegated to the strata committee.</p>	

MINUTES OF EXTRAORDINARY GENERAL MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held on Monday, 25 September 2017

at the offices of Strata Plus, Level 2, 80 Cooper Street, Surry Hills

PRESENT:

K Boulton	Lot 49
M Long	Lots 76 & 92
D Tuckwell	Lot 96
K Walker	Lots 115 & 142
C Carr	Lot 117
M Stephenson	Lot 162

PRESENT BY PROXY:

- M Cargill (Lot 10) proxy to M Long
- M Lyle (Lot 48) proxy to M Lyle
- M Poole (Lot 52) proxy to M Long
- F Blank (Lot 77) proxy to M Long
- M Lawler (Lot 88) proxy to C Carr
- A Adam & W Wallace (Lot 98) proxy to M Lyle
- H Sim (Lot 120) proxy to M Long
- G Holland & L Rose (Lot 153) proxy to M Stephenson
- C Beckwith (Lot 157) proxy to M Stephenson

IN ATTENDANCE:

M Wickey	Strata Plus
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Those present determined that Mark Stephenson chair the meeting.

Half-hour after 6:00pm following a vote of lot owners in attendance the chairperson declared that the persons present either personally or by duly appointed proxy and who were entitled to vote constitute a quorum.

The meeting was declared open at 7:08pm.

MINUTES

CONFIRMATION OF RECORDS		
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held 15 July 2017 be confirmed as a true record and account of the proceedings at that meeting with the following amendment noted: (a) G Holland & L Rose (Lot 153) proxy to M Stephenson.
OWNERS CORPORATION GOVERNANCE		
MOTION 2	GENERAL MEETING ATTENDANCE BY ELECTRONIC MEANS	RESOLVED that the owners corporation allow attendance at general meetings by the following additional means: (a) telephone conference; or (b) video-conferencing; NOTED that the facility and method of access will be specified in the meeting notice by the strata managing agent for the particular meeting. Any person attending a general meeting by the alternative means specified in the meeting notice and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.

MOTION 3	GENERAL MEETING PRE MEETING ELECTRONIC VOTING	<p>RESOLVED that persons entitled to vote on a matter may vote prior to a general meeting by the following means:</p> <p>(a) an email to the strata managing agent attaching a completed voting paper from the email address provided by that lot owner for service of notices; or</p> <p>(b) via a website voting system provided by the strata managing agent for that purpose.</p> <p>and authorises the strata committee to determine which motions are to the subject of pre-meeting electronic voting.</p> <p>NOTED that if the pre-meeting voting resolves a motion, then the motion cannot be amended at the meeting, and that if a motion is amended at general meeting then the pre-meeting vote may have no effect.</p>
SPECIAL BY-LAW		
MOTION 4	SPECIAL BY-LAW 1 LOT 50 WORKS	<p>That the owners corporation SPECIALLY RESOLVED to make an additional by-law in the following terms:</p> <p><u>SPECIAL BY-LAW 1 – LOT 50 WORKS</u></p> <p><u>Definitions</u></p> <p>1. In this by-law:</p> <p>(a) “Act” means the <i>Strata Schemes Management Act 2015</i>;</p> <p>(b) “Authority” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the <i>Environmental Planning and Assessment Act 1979</i>);</p> <p>(c) “Building” means the building located at 8 Eve Street, Erskineville;</p> <p>(d) “Common Property” means the common property comprised in Strata Plan 76137;</p> <p>(e) “Insurance” means Contractors’ All Risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), insurance required under s92 of the Home Building Act 1989, and workers compensation insurance;</p> <p>(f) “Lot” means lot 50 in strata plan 76137;</p> <p>(g) “Past Works” means:</p> <p>(i) the installation of tiles and acoustic underlay on the floor of the Lot with the exception of the balcony and bathrooms;</p> <p>(ii) the installation of a Dakin inverter reverse cycle air conditioning system and ancillary pipes, wires, cables and ducting, with the air-conditioning unit located on the lounge room wall of the Lot adjacent to the kitchen and the condenser unit located on the roof above the Lot with a pipe connecting the condenser unit through the ceiling of the Lot;</p> <p>(h) “Owner” means the owner for the time being of the Lot including successors in title;</p> <p>(i) “Owners Corporation” means The Owners – Strata Plan No 76137;</p> <p>(j) “work” means the work referred to in clause 4 of this by-law;</p> <p>(k) Unless the context or subject matter otherwise indicates or requires:</p> <p>(i) reference to the singular includes the plural and the plural includes the singular;</p> <p>(ii) “Including” and similar expressions are not words of limitation;</p>

		<p>(iii) headings are for convenience only and do not affect the interpretation of this by-law;</p> <p>(iv) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;</p> <p>Grant of special privilege</p> <hr/> <p>2. On the conditions set out in this by-law the Owner of the Lot has a special privilege in respect of the Common Property to keep the Past Works on the Common Property</p> <p>Past Works</p> <hr/> <p>3. The Owner must, in relation to the Past Works:</p> <p>(a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.</p> <p>(b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:</p> <p>(i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained Insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);</p> <p>(ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;</p> <p>(iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:</p> <p>(A) the Building Code of Australia;</p> <p>(B) pertinent Australian Standards;</p> <p>(C) manufacturer's specifications and recommendations.</p> <p>Repair and maintenance</p> <hr/> <p>4. The Owner must properly maintain and keep in a state of good and serviceable repair (and must renew or replace where necessary) the Past Works.</p> <p>Conduct of work</p> <hr/> <p>5. Prior to commencing any work:</p>
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		<p>(a) the Owner must inform the strata committee of the nature of the work being conducted;</p> <p>(b) the Owner must provide the Owners Corporation with:</p> <ul style="list-style-type: none"> (i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes; (ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain Insurance for the duration of the work; (iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence. <p>6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:</p> <ul style="list-style-type: none"> (a) use only duly licensed contractors to conduct the work in a proper and skilful manner; (b) use appropriate materials in accordance with the manufacturer's specifications; (c) comply with all conditions and requirements of any Authority; (d) comply with the Building Code of Australia and all pertinent Australian Standards; (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property; (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time; (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris; (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays; (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work;
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		<p>(j) keep all affected areas of the Building outside the Lot clean and tidy, and remove all debris from the Common Property.</p> <p>7. After the completion of work, the Owner must without unreasonable delay:</p> <p>(a) notify the Owners Corporation that the work has been completed;</p> <p>(b) notify the Owners Corporation that all damage, if any, to any lot in the Building or Common Property caused or contributed to by the work and not permitted by this by-law, has been rectified;</p> <p>(c) Provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.</p> <p>Failure to comply or breaches</p> <p>8. If the Owner fails to comply with or breaches any obligation under this by-law, then the Owners Corporation may:</p> <p>(a) carry out anything reasonably necessary to perform that obligation;</p> <p>(b) enter with reasonable notice in writing upon any part of the parcel to perform that obligation;</p> <p>(c) recover the costs of carrying out that obligation from the Owner as a debt;</p> <p>but only if the Owners Corporation first gives the owner a reasonable opportunity (not less than 28 days by written notice) to rectify any alleged breach or failure to comply, unless there is an emergency. The Owner shall also indemnify the Owners Corporation against any legal action or liability from any action by the Owners Corporation pursuant to this clause.</p> <p>Indemnity</p> <p>9. The Owner indemnifies and must keep the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the use of the Past Works, , and the use and performance of the work including, without limitation, any liability of the Owners Corporation under s.122(6) of the Act unless caused or contributed by any negligent act or omission of the Owners Corporation, its agents, servants, contractors, employees or invitees.</p> <p>Damage</p> <p>10. The Owner is liable and remains liable for any damage caused or contributed to by the use of the Past Works, , the use and performance of the work, and anything which is not authorised by this by-law Including,</p>
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		<p>without limitation, damage to the property of the Owners Corporation or the property of an owner or occupier of a lot in the Building.</p> <p>Costs</p> <p>The Owner must pay all reasonable expenses of the Owners Corporation incurred in the making and registration, of this by-law and the Owners Corporation, including legal expenses. The work and anything else required of the Owner pursuant to this by-law must be undertaken at the cost of the Owner.</p> <p style="text-align: right;">Total unit entitlements voting: 12265 In favour: 10761 unit entitlements (87.74%) Against: 1504 unit entitlements (12.26%)</p> <p><i>Note: Resolved as not more than 25% of owners voted against the motion.</i></p>
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 7:15pm.</p>

STRATA PLAN 76137

Financial Statement

For the Year Ended 31 July 2017

Balance Sheet

As at 31/07/2017

The Owners--Strata Plan 76137

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

	Current period	Previous year
Owners' funds		
Administrative Fund		
Operating Surplus/Deficit--Admin	38,442.09	39,047.69
Owners Equity--Admin	14,518.08	(24,529.61)
	<u>52,960.17</u>	<u>14,518.08</u>
Capital Works Fund		
Operating Surplus/Deficit--Capital Works	91,166.15	87,292.63
Owners Equity--Capital Works	597,203.58	509,910.95
	<u>688,369.73</u>	<u>597,203.58</u>
Net owners' funds	<u>\$741,329.90</u>	<u>\$611,721.66</u>
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	131,141.91	83,419.68
Receivable--Levies (Special)--Admin	0.81	0.81
Receivable--Levies--Admin	1,858.19	3,553.39
Receivable--Other--Admin	2,420.00	7,425.00
Receivable--Owners--Admin	526.24	131.00
	<u>135,947.15</u>	<u>94,529.88</u>
Capital Works Fund		
Cash at Bank--Capital Works	144,095.27	86,724.18
Investment No. 2 a/c - Capital Works	205,100.92	200,304.11
Investment No. 3 a/c - Capital Works	24,355.87	0.00
Investments--Capital Works	346,287.91	337,730.10
Receivable--Levies--Capital Works	717.77	1,360.53
	<u>720,557.74</u>	<u>626,118.92</u>
Unallocated Money		
Cash at Bank--Unallocated	2,556.67	3,529.06
	<u>2,556.67</u>	<u>3,529.06</u>
<i>Total assets</i>	<u>859,061.56</u>	<u>724,177.86</u>
Less liabilities		
Administrative Fund		
Accrued Expenses--Admin	0.00	4,867.50
Creditor--GST--Admin	1,064.04	(2,450.13)
Deposits Received--Keys--Admin	1,301.50	1,301.50
Prepaid Levies--Admin	80,621.44	76,292.93
	<u>82,986.98</u>	<u>80,011.80</u>
Capital Works Fund		
Creditor--GST--Capital Works	1,043.22	(295.50)
Prepaid Levies--Capital Works	31,144.79	29,210.84
	<u>32,188.01</u>	<u>28,915.34</u>

	Current period	Previous year
Unallocated Money		
Prepaid Levies--Unallocated	2,556.67	3,529.06
	<u>2,556.67</u>	<u>3,529.06</u>
<i>Total liabilities</i>	<u>117,731.66</u>	<u>112,456.20</u>
Net assets	<u>\$741,329.90</u>	<u>\$611,721.66</u>

Income and Expenditure Statement for the financial year to 31/07/2017

The Owners--Strata Plan 76137

Motto Apartments, 2-14 Eve Street, ERSKINEVILLE
NSW 2043**Administrative Fund****Current period**

01/08/2016-31/07/2017

Previous year

01/08/2015-31/07/2016

Revenue

Certificate of Currency Fees	163.61	109.08
Insurance Claims	4,416.27	9,195.22
Interest on Arrears--Admin	907.39	1,085.40
Key Purchases	3,240.91	3,178.69
Levies Due (Special)--Admin	0.00	24,529.86
Levies Due--Admin	466,999.67	457,000.50
Recoveries	37,673.86	3,792.59
Recoveries--Owners	0.00	390.91
Recovery--Legal Fees	1,416.01	120.00
Status Certificate Fees - s184 - s26	1,188.45	1,298.00
Strata Roll Inspection Fees - s182	279.00	326.00
<i>Total revenue</i>	<u>516,285.17</u>	<u>501,026.25</u>

Less expenses

Admin - Agent Disburst - Archiving	445.08	445.08
Admin--Accounting / BAS	1,163.62	1,163.62
Admin--Agent Disburst--Emails & Faxes	40.65	55.31
Admin--Agent Disburst--Insurance claim made	90.90	0.00
Admin--Agent Disburst--Levy Notices	1,614.10	1,753.84
Admin--Agent Disburst--Mobiles/Long distance calls	0.00	92.36
Admin--Agent Disburst--Payment to creditor	834.31	909.55
Admin--Agent Disburst--Photocopying	3,490.93	3,578.39
Admin--Agent Disburst--Postage	982.54	1,525.48
Admin--Agent Disburst--Sched B fees--Compliance	509.10	0.00
Admin--Agent Disburst--Stationery	0.00	272.75
Admin--Agent Disburst--Term Deposits	60.00	60.00
Admin--Agent Disburst--Third Party Invoices	136.36	136.36
Admin--Auditors--Audit Services	1,550.00	760.00
Admin--Bank Charges	0.00	5.46
Admin--Bank Charges--Account Fees	2.28	0.00
Admin--Bank Charges--With GST	26.36	35.46
Admin--Consultants	6,790.50	13,078.00
Admin--Legal fees	17,921.23	217.00
Admin--Management Fees--Schedule B	6,432.12	10,878.32
Admin--Management Fees--Standard	28,066.02	27,799.84
Admin--Meeting Room Expenses	90.91	0.00
Admin--Occ Health & Safety Report	1,398.18	1,261.82

Administrative Fund

	Current period	Previous year
	01/08/2016-31/07/2017	01/08/2015-31/07/2016
Admin--Registration/License/Permit Fees	0.00	90.00
Admin--Telephone Charges	0.00	176.14
Admin-Agent Disburst -Certificate of Currency	163.62	109.08
Admin-Agent Disburst--Security	20.00	0.00
Admin-Capital Works Fund assessment	0.00	1,752.73
Building Manager	90,036.96	50,962.00
Excl - Maint Bldg - Garage Doors	204.55	2,125.46
Insurance - Repairs	3,224.25	9,195.22
Insurance--Excesses	2,000.00	0.00
Insurance--Premiums	56,696.82	53,979.72
Maint Bldg--Airconditioning--Maint Contract	1,642.00	816.00
Maint Bldg--Airconditioning--Non Routine	547.00	0.00
Maint Bldg--Cleaning	0.00	26,552.73
Maint Bldg--Cleaning--Carpet/Furniture	359.09	2,031.82
Maint Bldg--Cleaning--Windows/Glass	0.00	6,750.00
Maint Bldg--Doors & Windows	2,619.99	3,072.27
Maint Bldg--Doors & Windows--Non Routine	0.00	420.00
Maint Bldg--Electrical	0.00	460.00
Maint Bldg--Electrical / Light Globes	6,566.04	8,270.61
Maint Bldg--Fire Protection--Contract	17,162.44	13,754.00
Maint Bldg--Fire Protection--Non Routine	17,307.50	10,668.96
Maint Bldg--Foyer Decorations	1,455.96	1,455.96
Maint Bldg--Garage Doors--Non Routine	172.72	1,586.35
Maint Bldg--Garbage Chute	622.50	850.50
Maint Bldg--General Repairs	24,560.83	19,568.75
Maint Bldg--Hire/Leasing of Equipment	0.00	8,127.35
Maint Bldg--Hot Water Service	600.00	5,086.09
Maint Bldg--Intercom	185.00	1,136.82
Maint Bldg--Lift--Maintenance Contract	37,943.65	35,782.20
Maint Bldg--Lift--Non Routine	0.00	432.73
Maint Bldg--Lift--Registration Fees	139.00	135.31
Maint Bldg--Locks, Keys & Card Keys	3,466.83	1,670.91
Maint Bldg--Pest/Vermin Control	1,275.00	1,650.00
Maint Bldg--Plumbing	23,542.01	24,148.20
Maint Bldg--Pumps - Routine	840.00	420.00
Maint Bldg--Security	1,080.00	0.00
Maint Bldg--TV Antenna, Cables, Satellite	0.00	750.00
Maint Grounds--Landscaping	0.00	2,290.00
Maint Grounds--Lawns & Gardening	21,663.74	17,109.25
Maint Grounds--Pool	9,066.13	6,744.46
Reimbursable s182	279.00	326.00
Reimbursable s184-s26	1,188.45	1,298.00
Utility--Electricity	31,859.90	31,117.21
Utility--Gas	305.00	349.23
Utility--Telephone (Gas line)	2,820.03	2,481.65
Utility--Water & Sewerage	44,581.88	42,246.21

Administrative Fund

	Current period 01/08/2016-31/07/2017	Previous year 01/08/2015-31/07/2016
<i>Total expenses</i>	477,843.08	461,978.56
Surplus/Deficit	38,442.09	39,047.69
Opening balance	14,518.08	(24,529.61)
Closing balance	\$52,960.17	\$14,518.08

Capital Works Fund**Current period**

01/08/2016-31/07/2017

Previous year

01/08/2015-31/07/2016

Revenue

Income Tax Refund - Capital Works	0.00	471.20
Interest on Arrears--Capital Works	349.28	378.23
Interest on Investments--Capital Works	13,496.49	12,857.65
Levies Due--Capital Works	179,999.88	170,000.50
<i>Total revenue</i>	<u>193,845.65</u>	<u>183,707.58</u>

Less expenses

Building Defects - Consultants - Capital Works	0.00	2,970.00
Capital Works - tax agent exps	205.00	205.00
Income Tax--Capital Works	3,203.90	2,986.00
Maint Bldg--Consultants	6,135.00	0.00
Maint Bldg--Fire Protection	20,770.00	0.00
Maint Bldg--General Replacement	18,570.53	29,201.36
Maint Bldg--Painting & Surface Finishes	0.00	28,945.00
Maint Bldg--Plumbing & Drainage	15,326.00	21,563.36
Maint Bldg--Waterproofing	0.00	4,850.00
Maint Grounds--Landscaping & Gardening	38,469.07	5,694.23
<i>Total expenses</i>	<u>102,679.50</u>	<u>96,414.95</u>

Surplus/Deficit

	<u>91,166.15</u>	<u>87,292.63</u>
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Opening balance	597,203.58	509,910.95
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Closing balance

	<u><u>\$688,369.73</u></u>	<u><u>\$597,203.58</u></u>
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Strata Plan 76137

Notes to the Financial Statement

For the Year Ended 31 July 2017

NOTE 1: Summary of Significant Accounting Policies

General Information

This financial statement covers Strata Plan 76137 (the “strata”) as an individual entity. The Managing Agent of the strata has determined that the strata is not a reporting entity.

Basis of Preparation

The financial statement is a special purpose financial statement that has been prepared in order to satisfy the financial reporting requirements of the *Strata Schemes Management Act 2015*.

The financial statement has been prepared from the records of the strata.

The following material accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial statement.

Accounting Policies

(a) Cash

Cash include deposits held at call with banks.

(b) Revenue and Expenditure

Revenue is measured at the fair value of the consideration received or receivable. Levies due and receivable are accounted for under the accrual basis of accounting.

Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense is paid, except otherwise stated.

INDEPENDENT AUDITOR'S REPORT TO THE PROPRIETORS OF STRATA PLAN 76137

Report on the Financial Statement

We have audited the attached special purpose financial statements of Strata Plan 76137 for the year ended 31 July 2017 comprising the Statement of Financial Position and Statement of Financial Performance-Administrative and Capital Works Fund and a summary of significant accounting policies and other explanatory notes.

The Responsibility of the Managing Agent for the Financial Report

The Managing Agents (Strata Plus Pty. Limited) are responsible for the preparation and fair presentation of the financial report and have determined that the accounting policies described in Note 1 to the financial statements, which form part of the financial report, are appropriate to meet the requirements of the *Strata Schemes Management Act 2015* and are appropriate to meet the needs of the owners. The Managing Agents' responsibility also includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statement based on our audit. No opinion is expressed as to whether the accounting policies used, as described in Note 1, are appropriate to meet the needs of the owners. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the Managing Agent, as well as evaluating the overall presentation of the financial statement.

The financial statement has been prepared for distribution to owners for the purpose of fulfilling the Managing Agent's responsibility under the *Strata Schemes Management Act 2015*. We disclaim any assumption of responsibility for any reliance on this statement or on the financial statement to which it relates to any person other than the owners, or for any purpose other than that for which it was prepared.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with the independence requirements of the Australian professional ethical requirements.

Auditor's Opinion

In our opinion the financial statement of Strata Plan 76137 presents fairly, in all material respects, the financial position of the Owners Corporation as at 31 July 2017 and of its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements.

ECON AUDIT AND ASSURANCE SERVICES PTY LTD



G T VENARDOS
Registered Company Auditor

Dated in Sydney, this 22nd day of August 2017



**Levy Positions - Complete
for the financial year to
31/07/2017**

The Owners--Strata Plan 76137

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

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1101	31/10/2017	4,258.58	4,258.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	387.15
2	1217	31/07/2017	3,395.56	3,395.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	308.68
3	1216	31/01/2017	3,344.20	1,886.99	1,457.21	0.00	0.00	0.00	0.00	0.00	61.47	89.57	304.02
4	1215	31/10/2017	3,344.20	4,176.46	0.00	832.26	0.00	0.00	0.00	0.00	0.00	0.00	304.02
5	1214	31/07/2017	3,344.20	3,815.36	0.00	471.16	0.00	0.00	0.00	0.00	0.00	17.47	304.02
6	1213	31/10/2017	3,344.20	4,176.46	0.00	832.26	0.00	0.00	0.00	0.00	0.00	0.00	304.02
7	1212	31/10/2017	3,344.20	4,176.46	0.00	832.26	0.00	0.00	0.00	0.00	0.00	0.00	304.02
8	1211	31/10/2017	3,344.20	4,176.46	0.00	832.26	0.00	0.00	0.00	0.00	0.00	0.00	304.02
9	1210	31/07/2017	3,344.20	3,344.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	304.02
10	1209	31/10/2017	3,344.20	4,176.46	0.00	832.26	0.00	0.00	0.00	0.00	0.00	0.00	304.02
11	1201	31/07/2017	3,801.39	3,801.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	345.57
12	1202	31/10/2017	2,414.39	2,447.23	0.00	32.84	0.00	0.00	0.00	0.00	0.00	9.22	219.48
13	1203	31/10/2017	2,414.39	3,015.25	0.00	600.86	0.00	0.00	0.00	0.00	0.00	0.00	219.48
14	1204	31/10/2017	2,275.68	2,842.02	0.00	566.34	0.00	0.00	0.00	0.00	0.00	12.10	206.89
15	1205	31/07/2017	2,275.68	2,484.76	0.00	209.08	0.00	0.00	0.00	0.00	0.00	22.48	206.89
16	1206	31/10/2017	2,275.68	2,842.02	0.00	566.34	0.00	0.00	0.00	0.00	0.00	0.00	206.89
17	1207	31/10/2017	2,275.68	2,275.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	206.89
18	1208	31/10/2017	2,275.68	2,842.02	0.00	566.34	0.00	0.00	0.00	0.00	0.00	0.00	206.89
19	1301	31/10/2017	3,888.71	4,856.48	0.00	967.77	0.00	0.00	0.00	0.00	0.00	0.00	353.52
20	1302	31/10/2017	2,486.31	2,486.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	226.03

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
21	1303	31/10/2017	3,179.81	3,971.16	0.00	791.35	0.00	0.00	0.00	0.00	0.00	0.00	289.07
22	1304	31/10/2017	2,450.35	3,060.16	0.00	609.81	0.00	0.00	0.00	0.00	0.00	0.04	222.77
23	1305	31/10/2017	2,450.35	3,060.16	0.00	609.81	0.00	0.00	0.00	0.00	0.00	0.00	222.77
24	1306	31/10/2017	2,321.93	2,899.78	0.00	577.85	0.00	0.00	0.00	0.00	0.00	0.00	211.08
25	1307	31/10/2017	2,321.93	2,899.78	0.00	577.85	0.00	0.00	0.00	0.00	0.00	0.00	211.08
26	1308	31/10/2017	3,251.71	3,251.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.09	295.62
27	1309	31/10/2017	3,323.63	4,150.77	0.00	827.14	0.00	0.00	0.00	0.00	0.00	0.00	302.13
28	1310	31/10/2017	3,323.63	4,150.77	0.00	827.14	0.00	0.00	0.00	0.00	0.00	0.00	302.13
29	1311	31/10/2017	3,539.40	4,420.24	0.00	880.84	0.00	0.00	0.00	0.00	0.00	0.00	321.77
30	1312	31/10/2017	3,323.63	4,150.77	0.00	827.14	0.00	0.00	0.00	0.00	0.00	0.00	302.13
31	1313	31/10/2017	3,323.63	4,150.77	0.00	827.14	0.00	0.00	0.00	0.00	0.00	0.00	302.13
32	1314	31/10/2017	3,323.63	4,150.77	0.00	827.14	0.00	0.00	0.00	0.00	0.00	0.00	302.13
33	1315	31/07/2017	3,323.63	3,323.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	302.13
34	1316	31/10/2017	3,539.40	3,539.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	321.77
35	1317	31/10/2017	3,539.40	4,420.24	0.00	880.84	0.00	0.00	0.00	0.00	0.00	0.00	321.77
36	1402	31/10/2017	3,395.56	4,240.60	0.00	845.04	0.00	0.00	0.00	0.00	0.00	17.47	308.68
37	1401	31/10/2017	3,981.17	4,971.95	0.00	990.78	0.00	0.00	0.00	0.00	0.00	0.00	361.92
38	1501	31/10/2017	4,017.13	5,016.86	0.00	999.73	0.00	0.00	0.00	0.00	0.00	0.00	365.18
39	1502	31/10/2017	3,323.63	4,150.77	0.00	827.14	0.00	0.00	0.00	0.00	0.00	0.00	302.13
40	1503	31/10/2017	3,765.43	4,702.52	0.00	937.09	0.00	0.00	0.00	0.00	0.00	0.00	342.31
41	1504	31/10/2017	3,765.43	4,702.52	0.00	937.09	0.00	0.00	0.00	0.00	0.00	0.00	342.31
42	1505	31/10/2017	3,765.43	3,765.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	342.31
43	1506	31/07/2017	3,200.35	3,200.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.95
44	1507	31/07/2017	3,200.35	3,200.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.95
45	1508	31/10/2017	3,200.35	3,996.81	0.00	796.46	0.00	0.00	0.00	0.00	0.00	0.00	290.95
46	1509	31/07/2017	2,984.61	2,987.82	0.00	3.21	0.00	0.00	0.00	0.00	0.00	35.74	271.31
47	1601	31/10/2017	3,924.67	4,901.39	0.00	976.72	0.00	0.00	0.00	0.00	0.00	0.00	356.78

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
48	1602	31/10/2017	4,541.11	4,541.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	412.83
49	1701	31/10/2017	3,996.60	4,991.22	0.00	994.62	0.00	0.00	0.00	0.00	0.00	0.00	363.33
50	1702	31/10/2017	4,577.07	5,716.15	0.00	1,139.08	0.00	0.00	0.00	0.00	0.00	17.80	416.09
51	2101	31/10/2017	2,450.35	3,060.16	0.00	609.81	0.00	0.00	0.00	0.00	0.00	0.00	222.77
52	2102	31/07/2017	2,773.98	2,773.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	252.18
53	2103	31/10/2017	2,773.98	3,464.33	0.00	690.35	0.00	0.00	0.00	0.00	0.00	0.00	252.18
54	2104	31/10/2017	2,773.98	3,464.33	0.00	690.35	0.00	0.00	0.00	0.00	0.00	0.00	252.18
55	2105	31/10/2017	2,773.98	2,413.09	360.89	0.00	0.00	0.00	0.00	0.00	0.00	21.49	252.18
56	2106	31/10/2017	2,738.02	3,419.42	0.00	681.40	0.00	0.00	0.00	0.00	0.00	0.00	248.92
57	2107	31/07/2017	2,738.02	2,758.80	0.00	20.78	0.00	0.00	0.00	0.00	0.00	31.77	248.92
58	2108	31/10/2017	2,486.31	3,105.07	0.00	618.76	0.00	0.00	0.00	0.00	0.00	0.13	226.03
59	2109	31/10/2017	2,804.80	3,502.82	0.00	698.02	0.00	0.00	0.00	0.00	0.00	0.38	254.99
60	2110	31/10/2017	2,347.61	2,931.85	0.00	584.24	0.00	0.00	0.00	0.00	0.00	5.45	213.41
61	2111	31/07/2017	2,285.96	2,285.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	207.82
62	2112	31/07/2017	2,285.96	2,288.61	0.00	2.65	0.00	0.00	0.00	0.00	0.00	15.88	207.82
63	2113	31/10/2017	2,285.96	2,854.86	0.00	568.90	0.00	0.00	0.00	0.00	0.00	0.00	207.82
64	2114	31/10/2017	2,285.96	2,854.86	0.00	568.90	0.00	0.00	0.00	0.00	0.00	0.00	207.82
65	2115	31/10/2017	2,285.96	2,854.86	0.00	568.90	0.00	0.00	0.00	0.00	0.00	0.00	207.82
66	2116	31/10/2017	2,285.96	2,854.86	0.00	568.90	0.00	0.00	0.00	0.00	0.00	0.00	207.82
67	2117	31/10/2017	2,285.96	2,854.86	0.00	568.90	0.00	0.00	0.00	0.00	0.00	0.00	207.82
68	2118	31/10/2017	2,285.96	2,278.75	7.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	207.82
69	2301	31/10/2017	2,804.80	3,502.82	0.00	698.02	0.00	0.00	0.00	0.00	0.00	0.00	254.99
70	2302	31/10/2017	2,830.48	3,534.89	0.00	704.41	0.00	0.00	0.00	0.00	0.00	0.00	257.32
71	2303	31/10/2017	2,804.80	3,502.82	0.00	698.02	0.00	0.00	0.00	0.00	0.00	0.00	254.99
72	2304	31/10/2017	2,758.58	2,760.04	0.00	1.46	0.00	0.00	0.00	0.00	0.00	7.28	250.78
73	2305	31/10/2017	2,650.70	3,310.37	0.00	659.67	0.00	0.00	0.00	0.00	0.00	0.00	240.97

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
74	2306	31/10/2017	2,650.70	2,650.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240.97
75	2307	31/10/2017	2,650.70	3,310.37	0.00	659.67	0.00	0.00	0.00	0.00	0.00	0.00	240.97
76	2308	31/10/2017	2,650.70	3,310.37	0.00	659.67	0.00	0.00	0.00	0.00	0.00	0.00	240.97
77	2309	31/10/2017	2,650.70	2,650.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.09	240.97
78	2310	31/10/2017	2,650.70	3,310.37	0.00	659.67	0.00	0.00	0.00	0.00	0.00	0.00	240.97
79	2311	31/10/2017	2,702.05	3,374.50	0.00	672.45	0.00	0.00	0.00	0.00	0.00	0.00	245.64
80	2312	31/10/2017	2,347.61	2,347.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.54	213.41
81	2313	31/10/2017	2,275.68	2,842.02	0.00	566.34	0.00	0.00	0.00	0.00	0.00	0.00	206.89
82	2314	31/10/2017	2,275.68	2,842.02	0.00	566.34	0.00	0.00	0.00	0.00	0.00	1.25	206.89
83	2315	31/10/2017	2,275.68	2,842.02	0.00	566.34	0.00	0.00	0.00	0.00	0.00	0.00	206.89
84	2316	31/10/2017	2,275.68	2,842.02	0.00	566.34	0.00	0.00	0.00	0.00	0.00	5.70	206.89
85	2317	31/10/2017	2,275.68	2,842.02	0.00	566.34	0.00	0.00	0.00	0.00	0.00	0.00	206.89
86	2318	31/07/2017	2,275.68	2,277.87	0.00	2.19	0.00	0.00	0.00	0.00	0.00	12.40	206.89
87	2319	31/10/2017	2,758.58	3,445.10	0.00	686.52	0.00	0.00	0.00	0.00	0.00	0.00	250.78
88	2401	31/10/2017	2,666.09	3,329.59	0.00	663.50	0.00	0.00	0.00	0.00	0.00	0.00	242.38
89	2402	31/10/2017	2,948.65	2,948.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.74	268.06
90	2403	31/10/2017	2,876.72	3,592.64	0.00	715.92	0.00	0.00	0.00	0.00	0.00	0.00	261.51
91	2404	31/10/2017	2,830.48	3,534.89	0.00	704.41	0.00	0.00	0.00	0.00	0.00	0.00	257.32
92	2501	31/10/2017	3,375.02	4,214.95	0.00	839.93	0.00	0.00	0.00	0.00	0.00	0.00	306.83
93	2502	31/10/2017	2,897.26	3,618.29	0.00	721.03	0.00	0.00	0.00	0.00	0.00	0.00	263.39
94	2503	31/10/2017	3,303.10	4,125.13	0.00	822.03	0.00	0.00	0.00	0.00	0.00	0.00	300.28
95	2504	31/10/2017	3,303.10	4,125.13	0.00	822.03	0.00	0.00	0.00	0.00	0.00	0.00	300.28
96	2505	31/10/2017	3,303.10	3,306.79	0.00	3.69	0.00	0.00	0.00	0.00	0.00	9.15	300.28
97	2506	31/10/2017	3,184.93	3,977.55	0.00	792.62	0.00	0.00	0.00	0.00	0.00	8.75	289.55
98	2507	31/07/2017	3,184.93	3,533.69	0.00	348.76	0.00	0.00	0.00	0.00	0.00	1.61	289.55
99	2508	31/10/2017	3,184.93	3,977.55	0.00	792.62	0.00	0.00	0.00	0.00	0.00	0.00	289.55
100	Block	31/10/2015	5.14	(3.90)	9.04	0.00	0.00	(0.27)	0.27	0.00	0.93	0.00	0.48

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
101	A Lv8 Block A Lv9	31/10/2015	5.14	(3.90)	9.04	0.00	0.00	(0.27)	0.27	0.00	0.93	0.00	0.48
102	Block A Lv10	31/10/2015	5.14	(3.90)	9.04	0.00	0.00	(0.27)	0.27	0.00	0.93	0.00	0.48
103		30/04/2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104	3101	31/07/2017	3,313.38	3,313.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	301.21
105	3102	31/10/2017	2,655.84	2,655.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	241.45
106	3103	31/10/2017	2,316.79	2,316.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.63
107	3201	31/10/2017	3,678.08	4,593.43	0.00	915.35	0.00	0.00	0.00	0.00	0.00	0.00	334.36
108	3202	31/10/2017	2,594.20	3,239.81	0.00	645.61	0.00	0.00	0.00	0.00	0.00	0.00	235.83
109	3203	31/10/2017	2,779.12	2,779.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	252.66
110	3204	31/10/2017	2,208.90	2,758.62	0.00	549.72	0.00	0.00	0.00	0.00	0.00	0.00	200.80
111	3205	31/10/2017	3,133.57	3,913.41	0.00	779.84	0.00	0.00	0.00	0.00	0.00	0.00	284.86
112	3206	31/07/2017	2,599.31	2,601.73	0.00	2.42	0.00	0.00	0.00	0.00	0.00	4.55	236.31
113	3207	31/10/2017	2,450.35	3,060.16	0.00	609.81	0.00	0.00	0.00	0.00	0.00	0.00	222.77
114	3208	31/07/2017	2,758.58	2,758.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.78
115	3209	31/07/2017	2,527.42	2,533.28	0.00	5.86	0.00	0.00	0.00	0.00	0.00	11.87	229.76
116	3210	31/10/2017	2,573.63	3,214.12	0.00	640.49	0.00	0.00	0.00	0.00	0.00	0.00	233.98
117	3211	31/07/2017	3,678.08	3,678.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.29	334.36
118	3212	31/10/2017	3,739.72	4,670.41	0.00	930.69	0.00	0.00	0.00	0.00	0.00	0.00	339.98
119	3213	31/07/2017	3,739.72	3,739.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	339.98
120	3214	31/10/2017	3,739.72	4,670.41	0.00	930.69	0.00	0.00	0.00	0.00	0.00	0.00	339.98
121	3215	31/07/2017	3,739.72	3,739.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	339.98
122	3216	31/10/2017	3,739.72	4,670.41	0.00	930.69	0.00	0.00	0.00	0.00	0.00	0.00	339.98
123	3217	31/10/2017	3,703.79	3,707.83	0.00	4.04	0.00	0.00	0.00	0.00	0.00	11.11	336.72
124	3218	31/10/2017	3,657.54	4,567.78	0.00	910.24	0.00	0.00	0.00	0.00	0.00	123.75	332.51

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
125	3219	31/10/2017	3,714.04	4,638.34	0.00	924.30	0.00	0.00	0.00	0.00	0.00	0.00	337.65
126	3220	31/10/2017	3,503.44	4,375.33	0.00	871.89	0.00	0.00	0.00	0.00	0.00	60.32	318.49
127	3401	31/07/2017	3,616.44	3,616.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	328.77
128	3402	31/10/2017	3,719.18	3,719.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	338.10
129	3403	31/10/2017	2,450.35	3,060.16	0.00	609.81	0.00	0.00	0.00	0.00	0.00	0.00	222.77
130	3404	31/10/2017	2,671.23	3,336.01	0.00	664.78	0.00	0.00	0.00	0.00	0.00	0.00	242.83
131	3405	31/10/2017	3,056.50	3,817.16	0.00	760.66	0.00	0.00	0.00	0.00	0.00	0.00	277.86
132	3406	31/10/2017	2,835.62	2,835.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.44	257.77
133	3407	31/10/2017	3,195.21	3,195.27	0.00	0.06	0.00	0.00	0.00	0.00	0.00	36.16	290.48
134	3408	31/07/2017	3,256.85	3,256.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	296.07
135	3409	31/10/2017	3,318.49	4,144.35	0.00	825.86	0.00	0.00	0.00	0.00	0.00	0.00	301.69
136	3410	31/10/2017	3,416.09	4,266.24	0.00	850.15	0.00	0.00	0.00	0.00	0.00	0.00	310.56
137	3411	31/10/2017	3,375.02	4,214.95	0.00	839.93	0.00	0.00	0.00	0.00	0.00	0.00	306.83
138	3412	31/10/2017	3,395.56	4,240.60	0.00	845.04	0.00	0.00	0.00	0.00	0.00	0.00	308.68
139	3413	31/10/2017	3,395.56	3,389.80	5.76	0.00	0.00	0.00	0.00	0.00	0.00	33.26	308.68
140	3414	31/10/2017	3,395.56	4,240.60	0.00	845.04	0.00	0.00	0.00	0.00	0.00	0.00	308.68
141	3415	31/10/2017	3,436.66	4,291.93	0.00	855.27	0.00	0.00	0.00	0.00	0.00	0.00	312.42
142	3416	31/07/2017	3,893.85	3,902.88	0.00	9.03	0.00	0.00	0.00	0.00	0.00	28.31	354.00
143	3417	31/10/2017	4,053.10	4,053.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	368.47
144	3418	31/10/2017	3,863.03	4,824.41	0.00	961.38	0.00	0.00	0.00	0.00	0.00	0.00	351.19
145	3419	31/10/2017	3,863.03	3,866.98	0.00	3.95	0.00	0.00	0.00	0.00	0.00	11.85	351.19
146	3420	31/10/2017	3,863.03	4,824.41	0.00	961.38	0.00	0.00	0.00	0.00	0.00	0.00	351.19
147	3421	31/07/2017	3,852.75	4,809.59	0.00	956.84	0.00	0.00	0.00	0.00	0.00	0.00	350.26
148	3422	31/10/2017	3,821.93	4,773.08	0.00	951.15	0.00	0.00	0.00	0.00	0.00	0.00	347.45
149	3423	31/10/2017	3,780.82	4,721.74	0.00	940.92	0.00	0.00	0.00	0.00	0.00	0.00	343.72
150	3424	31/10/2017	3,678.08	4,593.43	0.00	915.35	0.00	0.00	0.00	0.00	0.00	0.09	334.36
151	3425	31/10/2017	3,611.30	4,510.03	0.00	898.73	0.00	0.00	0.00	0.00	0.00	0.00	328.29

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
152	D1	31/10/2017	5,604.46	6,999.22	0.00	1,394.76	0.00	0.00	0.00	0.00	0.00	126.12	509.51
153	D2	31/10/2017	5,429.82	6,781.12	0.00	1,351.30	0.00	0.00	0.00	0.00	0.00	0.00	493.63
154	D3	31/10/2017	5,429.82	5,429.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	493.63
155	D4	31/10/2017	5,429.82	5,430.56	0.00	0.74	0.00	0.00	0.00	0.00	0.00	55.52	493.63
156	D5	31/10/2017	5,429.82	5,429.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	493.63
157	D6	31/10/2017	5,429.82	5,429.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	493.63
158	D7	31/10/2017	5,429.82	6,781.12	0.00	1,351.30	0.00	0.00	0.00	0.00	0.00	0.00	493.63
159	D8	31/10/2017	5,429.82	6,781.12	0.00	1,351.30	0.00	0.00	0.00	0.00	0.00	0.00	493.63
160	D9	31/07/2017	5,429.82	5,429.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	493.63
161	D10	31/10/2017	5,429.82	5,429.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	493.63
162	D11	31/10/2017	5,820.23	7,268.69	0.00	1,448.46	0.00	0.00	0.00	0.00	0.00	0.00	529.12
163	3165	31/10/2017	246.56	307.92	0.00	61.36	0.00	0.00	0.00	0.00	0.00	0.00	22.42
164	CS16 4	31/10/2017	246.56	307.92	0.00	61.36	0.00	0.00	0.00	0.00	0.00	0.00	22.42
			513,699.99	592,463.24	1,858.19	80,621.44	0.00	(0.81)	0.81	0.00	64.26	926.23	46,700.32
Due Excl. GST			466,999.67				0.00						

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1101	31/10/2017	1,641.43	1,641.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149.22
2	1217	31/07/2017	1,308.79	1,308.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	118.99
3	1216	31/01/2017	1,288.99	726.06	562.93	0.00	0.00	0.00	0.00	0.00	23.75	34.53	117.19
4	1215	31/10/2017	1,288.99	1,610.50	0.00	321.51	0.00	0.00	0.00	0.00	0.00	0.00	117.19
5	1214	31/07/2017	1,288.99	1,471.01	0.00	182.02	0.00	0.00	0.00	0.00	0.00	6.75	117.19
6	1213	31/10/2017	1,288.99	1,610.50	0.00	321.51	0.00	0.00	0.00	0.00	0.00	0.00	117.19
7	1212	31/10/2017	1,288.99	1,610.50	0.00	321.51	0.00	0.00	0.00	0.00	0.00	0.00	117.19
8	1211	31/10/2017	1,288.99	1,610.50	0.00	321.51	0.00	0.00	0.00	0.00	0.00	0.00	117.19
9	1210	31/07/2017	1,288.99	1,288.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	117.19
10	1209	31/10/2017	1,288.99	1,610.50	0.00	321.51	0.00	0.00	0.00	0.00	0.00	0.00	117.19
11	1201	31/07/2017	1,465.19	1,465.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133.19
12	1202	31/10/2017	930.61	943.30	0.00	12.69	0.00	0.00	0.00	0.00	0.00	3.56	84.60
13	1203	31/10/2017	930.61	1,162.73	0.00	232.12	0.00	0.00	0.00	0.00	0.00	0.00	84.60
14	1204	31/10/2017	877.13	1,095.91	0.00	218.78	0.00	0.00	0.00	0.00	0.00	4.68	79.74
15	1205	31/07/2017	877.13	957.90	0.00	80.77	0.00	0.00	0.00	0.00	0.00	8.68	79.74
16	1206	31/10/2017	877.13	1,095.91	0.00	218.78	0.00	0.00	0.00	0.00	0.00	0.00	79.74
17	1207	31/10/2017	877.13	877.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79.74
18	1208	31/10/2017	877.13	1,095.91	0.00	218.78	0.00	0.00	0.00	0.00	0.00	0.00	79.74
19	1301	31/10/2017	1,498.87	1,872.73	0.00	373.86	0.00	0.00	0.00	0.00	0.00	0.00	136.27
20	1302	31/10/2017	958.31	958.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.12
21	1303	31/10/2017	1,225.61	1,531.31	0.00	305.70	0.00	0.00	0.00	0.00	0.00	0.00	111.42
22	1304	31/10/2017	944.45	1,180.02	0.00	235.57	0.00	0.00	0.00	0.00	0.00	0.02	85.87
23	1305	31/10/2017	944.45	1,180.02	0.00	235.57	0.00	0.00	0.00	0.00	0.00	0.00	85.87
24	1306	31/10/2017	894.97	1,118.20	0.00	223.23	0.00	0.00	0.00	0.00	0.00	0.00	81.35
25	1307	31/10/2017	894.97	1,118.20	0.00	223.23	0.00	0.00	0.00	0.00	0.00	0.00	81.35
26	1308	31/10/2017	1,253.35	1,253.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.51	113.94
27	1309	31/10/2017	1,281.05	1,600.58	0.00	319.53	0.00	0.00	0.00	0.00	0.00	0.00	116.46

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
28	1310	31/10/2017	1,281.05	1,600.58	0.00	319.53	0.00	0.00	0.00	0.00	0.00	0.00	116.46
29	1311	31/10/2017	1,364.21	1,704.48	0.00	340.27	0.00	0.00	0.00	0.00	0.00	0.00	124.01
30	1312	31/10/2017	1,281.05	1,600.58	0.00	319.53	0.00	0.00	0.00	0.00	0.00	0.00	116.46
31	1313	31/10/2017	1,281.05	1,600.58	0.00	319.53	0.00	0.00	0.00	0.00	0.00	0.00	116.46
32	1314	31/10/2017	1,281.05	1,600.58	0.00	319.53	0.00	0.00	0.00	0.00	0.00	0.00	116.46
33	1315	31/07/2017	1,281.05	1,281.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.46
34	1316	31/10/2017	1,364.21	1,364.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124.01
35	1317	31/10/2017	1,364.21	1,704.48	0.00	340.27	0.00	0.00	0.00	0.00	0.00	0.00	124.01
36	1402	31/10/2017	1,308.79	1,635.24	0.00	326.45	0.00	0.00	0.00	0.00	0.00	6.69	118.99
37	1401	31/10/2017	1,534.51	1,917.26	0.00	382.75	0.00	0.00	0.00	0.00	0.00	0.00	139.51
38	1501	31/10/2017	1,548.35	1,934.55	0.00	386.20	0.00	0.00	0.00	0.00	0.00	0.00	140.76
39	1502	31/10/2017	1,281.05	1,600.58	0.00	319.53	0.00	0.00	0.00	0.00	0.00	0.00	116.46
40	1503	31/10/2017	1,451.33	1,813.33	0.00	362.00	0.00	0.00	0.00	0.00	0.00	0.00	131.94
41	1504	31/10/2017	1,451.33	1,813.33	0.00	362.00	0.00	0.00	0.00	0.00	0.00	0.00	131.94
42	1505	31/10/2017	1,451.33	1,451.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.94
43	1506	31/07/2017	1,233.54	1,233.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.14
44	1507	31/07/2017	1,233.54	1,233.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.14
45	1508	31/10/2017	1,233.54	1,541.22	0.00	307.68	0.00	0.00	0.00	0.00	0.00	0.00	112.14
46	1509	31/07/2017	1,150.39	1,151.63	0.00	1.24	0.00	0.00	0.00	0.00	0.00	13.81	104.59
47	1601	31/10/2017	1,512.71	1,890.02	0.00	377.31	0.00	0.00	0.00	0.00	0.00	0.00	137.52
48	1602	31/10/2017	1,750.32	1,750.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	159.12
49	1701	31/10/2017	1,540.44	1,924.67	0.00	384.23	0.00	0.00	0.00	0.00	0.00	0.00	140.04
50	1702	31/10/2017	1,764.19	2,204.23	0.00	440.04	0.00	0.00	0.00	0.00	0.00	6.88	160.37
51	2101	31/10/2017	944.45	1,180.02	0.00	235.57	0.00	0.00	0.00	0.00	0.00	0.00	85.87
52	2102	31/07/2017	1,069.20	1,069.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.19
53	2103	31/10/2017	1,069.20	1,335.89	0.00	266.69	0.00	0.00	0.00	0.00	0.00	0.00	97.19

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
54	2104	31/10/2017	1,069.20	1,335.89	0.00	266.69	0.00	0.00	0.00	0.00	0.00	0.00	97.19
55	2105	31/10/2017	1,069.20	929.79	139.41	0.00	0.00	0.00	0.00	0.00	0.00	8.30	97.19
56	2106	31/10/2017	1,055.34	1,318.57	0.00	263.23	0.00	0.00	0.00	0.00	0.00	0.00	95.94
57	2107	31/07/2017	1,055.34	1,063.37	0.00	8.03	0.00	0.00	0.00	0.00	0.00	12.25	95.94
58	2108	31/10/2017	958.31	1,197.34	0.00	239.03	0.00	0.00	0.00	0.00	0.00	0.05	87.12
59	2109	31/10/2017	1,081.08	1,350.73	0.00	269.65	0.00	0.00	0.00	0.00	0.00	0.15	98.27
60	2110	31/10/2017	904.87	1,130.57	0.00	225.70	0.00	0.00	0.00	0.00	0.00	2.10	82.27
61	2111	31/07/2017	881.10	881.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.10
62	2112	31/07/2017	881.10	882.12	0.00	1.02	0.00	0.00	0.00	0.00	0.00	6.11	80.10
63	2113	31/10/2017	881.10	1,100.87	0.00	219.77	0.00	0.00	0.00	0.00	0.00	0.00	80.10
64	2114	31/10/2017	881.10	1,100.87	0.00	219.77	0.00	0.00	0.00	0.00	0.00	0.00	80.10
65	2115	31/10/2017	881.10	1,100.87	0.00	219.77	0.00	0.00	0.00	0.00	0.00	0.00	80.10
66	2116	31/10/2017	881.10	1,100.87	0.00	219.77	0.00	0.00	0.00	0.00	0.00	0.00	80.10
67	2117	31/10/2017	881.10	1,100.87	0.00	219.77	0.00	0.00	0.00	0.00	0.00	0.00	80.10
68	2118	31/10/2017	881.10	878.31	2.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.10
69	2301	31/10/2017	1,081.08	1,350.73	0.00	269.65	0.00	0.00	0.00	0.00	0.00	0.00	98.27
70	2302	31/10/2017	1,090.98	1,363.10	0.00	272.12	0.00	0.00	0.00	0.00	0.00	0.00	99.19
71	2303	31/10/2017	1,081.08	1,350.73	0.00	269.65	0.00	0.00	0.00	0.00	0.00	0.00	98.27
72	2304	31/10/2017	1,063.27	1,063.83	0.00	0.56	0.00	0.00	0.00	0.00	0.00	2.81	96.66
73	2305	31/10/2017	1,021.69	1,276.53	0.00	254.84	0.00	0.00	0.00	0.00	0.00	0.00	92.89
74	2306	31/10/2017	1,021.69	1,021.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92.89
75	2307	31/10/2017	1,021.69	1,276.53	0.00	254.84	0.00	0.00	0.00	0.00	0.00	0.00	92.89
76	2308	31/10/2017	1,021.69	1,276.53	0.00	254.84	0.00	0.00	0.00	0.00	0.00	0.00	92.89
77	2309	31/10/2017	1,021.69	1,021.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.01	92.89
78	2310	31/10/2017	1,021.69	1,276.53	0.00	254.84	0.00	0.00	0.00	0.00	0.00	0.00	92.89
79	2311	31/10/2017	1,041.47	1,301.24	0.00	259.77	0.00	0.00	0.00	0.00	0.00	0.00	94.69
80	2312	31/10/2017	904.87	904.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.62	82.27

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
81	2313	31/10/2017	877.13	1,095.91	0.00	218.78	0.00	0.00	0.00	0.00	0.00	0.00	79.74
82	2314	31/10/2017	877.13	1,095.91	0.00	218.78	0.00	0.00	0.00	0.00	0.00	0.48	79.74
83	2315	31/10/2017	877.13	1,095.91	0.00	218.78	0.00	0.00	0.00	0.00	0.00	0.00	79.74
84	2316	31/10/2017	877.13	1,095.91	0.00	218.78	0.00	0.00	0.00	0.00	0.00	2.18	79.74
85	2317	31/10/2017	877.13	1,095.91	0.00	218.78	0.00	0.00	0.00	0.00	0.00	0.00	79.74
86	2318	31/07/2017	877.13	877.98	0.00	0.85	0.00	0.00	0.00	0.00	0.00	4.79	79.74
87	2319	31/10/2017	1,063.27	1,328.48	0.00	265.21	0.00	0.00	0.00	0.00	0.00	0.00	96.66
88	2401	31/10/2017	1,027.63	1,283.95	0.00	256.32	0.00	0.00	0.00	0.00	0.00	0.00	93.42
89	2402	31/10/2017	1,136.52	1,136.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.60	103.32
90	2403	31/10/2017	1,108.81	1,385.38	0.00	276.57	0.00	0.00	0.00	0.00	0.00	0.00	100.79
91	2404	31/10/2017	1,090.98	1,363.10	0.00	272.12	0.00	0.00	0.00	0.00	0.00	0.00	99.19
92	2501	31/10/2017	1,300.86	1,625.33	0.00	324.47	0.00	0.00	0.00	0.00	0.00	0.00	118.27
93	2502	31/10/2017	1,116.72	1,395.26	0.00	278.54	0.00	0.00	0.00	0.00	0.00	0.00	101.51
94	2503	31/10/2017	1,273.15	1,590.71	0.00	317.56	0.00	0.00	0.00	0.00	0.00	0.00	115.74
95	2504	31/10/2017	1,273.15	1,590.71	0.00	317.56	0.00	0.00	0.00	0.00	0.00	0.00	115.74
96	2505	31/10/2017	1,273.15	1,274.58	0.00	1.43	0.00	0.00	0.00	0.00	0.00	3.53	115.74
97	2506	31/10/2017	1,227.61	1,533.81	0.00	306.20	0.00	0.00	0.00	0.00	0.00	3.38	111.61
98	2507	31/07/2017	1,227.61	1,362.36	0.00	134.75	0.00	0.00	0.00	0.00	0.00	0.62	111.61
99	2508	31/10/2017	1,227.61	1,533.81	0.00	306.20	0.00	0.00	0.00	0.00	0.00	0.00	111.61
100	Block A Lv8	31/10/2015	1.97	(1.50)	3.47	0.00	0.00	0.00	0.00	0.00	0.33	0.00	0.17
101	Block A Lv9	31/10/2015	1.97	(1.50)	3.47	0.00	0.00	0.00	0.00	0.00	0.33	0.00	0.17
102	Block A Lv10	31/10/2015	1.97	(1.50)	3.47	0.00	0.00	0.00	0.00	0.00	0.33	0.00	0.17
103		30/04/2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104	3101	31/07/2017	1,277.09	1,277.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.10

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
105	3102	31/10/2017	1,023.66	1,023.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	93.05
106	3103	31/10/2017	892.97	892.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.18
107	3201	31/10/2017	1,417.68	1,771.29	0.00	353.61	0.00	0.00	0.00	0.00	0.00	0.00	128.89
108	3202	31/10/2017	999.89	1,249.29	0.00	249.40	0.00	0.00	0.00	0.00	0.00	0.00	90.89
109	3203	31/10/2017	1,071.17	1,071.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.38
110	3204	31/10/2017	851.39	1,063.75	0.00	212.36	0.00	0.00	0.00	0.00	0.00	0.00	77.41
111	3205	31/10/2017	1,207.80	1,509.06	0.00	301.26	0.00	0.00	0.00	0.00	0.00	0.00	109.81
112	3206	31/07/2017	1,001.89	1,002.82	0.00	0.93	0.00	0.00	0.00	0.00	0.00	1.76	91.09
113	3207	31/10/2017	944.45	1,180.02	0.00	235.57	0.00	0.00	0.00	0.00	0.00	0.00	85.87
114	3208	31/07/2017	1,063.27	1,063.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.66
115	3209	31/07/2017	974.15	976.41	0.00	2.26	0.00	0.00	0.00	0.00	0.00	4.57	88.56
116	3210	31/10/2017	991.99	1,239.42	0.00	247.43	0.00	0.00	0.00	0.00	0.00	0.00	90.17
117	3211	31/07/2017	1,417.68	1,417.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.52	128.89
118	3212	31/10/2017	1,441.45	1,800.99	0.00	359.54	0.00	0.00	0.00	0.00	0.00	0.00	131.05
119	3213	31/07/2017	1,441.45	1,441.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.05
120	3214	31/10/2017	1,441.45	1,800.99	0.00	359.54	0.00	0.00	0.00	0.00	0.00	0.00	131.05
121	3215	31/07/2017	1,441.45	1,441.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.05
122	3216	31/10/2017	1,441.45	1,800.99	0.00	359.54	0.00	0.00	0.00	0.00	0.00	0.00	131.05
123	3217	31/10/2017	1,427.58	1,429.14	0.00	1.56	0.00	0.00	0.00	0.00	0.00	4.29	129.78
124	3218	31/10/2017	1,409.75	1,761.38	0.00	351.63	0.00	0.00	0.00	0.00	0.00	47.42	128.17
125	3219	31/10/2017	1,431.55	1,788.62	0.00	357.07	0.00	0.00	0.00	0.00	0.00	0.00	130.14
126	3220	31/10/2017	1,350.37	1,687.19	0.00	336.82	0.00	0.00	0.00	0.00	0.00	23.09	122.76
127	3401	31/07/2017	1,393.91	1,393.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.73
128	3402	31/10/2017	1,433.52	1,433.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.33
129	3403	31/10/2017	944.45	1,180.02	0.00	235.57	0.00	0.00	0.00	0.00	0.00	0.00	85.87
130	3404	31/10/2017	1,029.60	1,286.41	0.00	256.81	0.00	0.00	0.00	0.00	0.00	0.00	93.61
131	3405	31/10/2017	1,178.10	1,471.95	0.00	293.85	0.00	0.00	0.00	0.00	0.00	0.00	107.09

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
132	3406	31/10/2017	1,092.95	1,092.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.59	99.35
133	3407	31/10/2017	1,231.57	1,231.59	0.00	0.02	0.00	0.00	0.00	0.00	0.00	13.89	111.97
134	3408	31/07/2017	1,255.31	1,255.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114.11
135	3409	31/10/2017	1,279.08	1,598.12	0.00	319.04	0.00	0.00	0.00	0.00	0.00	0.00	116.27
136	3410	31/10/2017	1,316.69	1,645.11	0.00	328.42	0.00	0.00	0.00	0.00	0.00	0.00	119.71
137	3411	31/10/2017	1,300.86	1,625.33	0.00	324.47	0.00	0.00	0.00	0.00	0.00	0.00	118.27
138	3412	31/10/2017	1,308.79	1,635.24	0.00	326.45	0.00	0.00	0.00	0.00	0.00	0.00	118.99
139	3413	31/10/2017	1,308.79	1,306.56	2.23	0.00	0.00	0.00	0.00	0.00	0.00	12.85	118.99
140	3414	31/10/2017	1,308.79	1,635.24	0.00	326.45	0.00	0.00	0.00	0.00	0.00	0.00	118.99
141	3415	31/10/2017	1,324.63	1,655.03	0.00	330.40	0.00	0.00	0.00	0.00	0.00	0.00	120.43
142	3416	31/07/2017	1,500.84	1,504.33	0.00	3.49	0.00	0.00	0.00	0.00	0.00	10.89	136.43
143	3417	31/10/2017	1,562.22	1,562.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142.01
144	3418	31/10/2017	1,488.97	1,860.36	0.00	371.39	0.00	0.00	0.00	0.00	0.00	0.00	135.35
145	3419	31/10/2017	1,488.97	1,490.49	0.00	1.52	0.00	0.00	0.00	0.00	0.00	4.58	135.35
146	3420	31/10/2017	1,488.97	1,860.36	0.00	371.39	0.00	0.00	0.00	0.00	0.00	0.00	135.35
147	3421	31/07/2017	1,485.00	1,854.63	0.00	369.63	0.00	0.00	0.00	0.00	0.00	0.00	134.99
148	3422	31/10/2017	1,473.13	1,840.57	0.00	367.44	0.00	0.00	0.00	0.00	0.00	0.00	133.91
149	3423	31/10/2017	1,457.29	1,820.78	0.00	363.49	0.00	0.00	0.00	0.00	0.00	0.00	132.47
150	3424	31/10/2017	1,417.68	1,771.29	0.00	353.61	0.00	0.00	0.00	0.00	0.00	0.03	128.89
151	3425	31/10/2017	1,391.94	1,739.13	0.00	347.19	0.00	0.00	0.00	0.00	0.00	0.00	126.53
152	D1	31/10/2017	2,160.18	2,698.99	0.00	538.81	0.00	0.00	0.00	0.00	0.00	48.58	196.37
153	D2	31/10/2017	2,092.87	2,614.89	0.00	522.02	0.00	0.00	0.00	0.00	0.00	0.00	190.27
154	D3	31/10/2017	2,092.87	2,092.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	190.27
155	D4	31/10/2017	2,092.87	2,093.15	0.00	0.28	0.00	0.00	0.00	0.00	0.00	21.41	190.27
156	D5	31/10/2017	2,092.87	2,092.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	190.27
157	D6	31/10/2017	2,092.87	2,092.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	190.27

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
158	D7	31/10/2017	2,092.87	2,614.89	0.00	522.02	0.00	0.00	0.00	0.00	0.00	0.00	190.27
159	D8	31/10/2017	2,092.87	2,614.89	0.00	522.02	0.00	0.00	0.00	0.00	0.00	0.00	190.27
160	D9	31/07/2017	2,092.87	2,092.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	190.27
161	D10	31/10/2017	2,092.87	2,092.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	190.27
162	D11	31/10/2017	2,243.33	2,802.88	0.00	559.55	0.00	0.00	0.00	0.00	0.00	0.00	203.94
163	3165	31/10/2017	95.05	118.76	0.00	23.71	0.00	0.00	0.00	0.00	0.00	0.00	8.65
164	CS16 4	31/10/2017	95.05	118.76	0.00	23.71	0.00	0.00	0.00	0.00	0.00	0.00	8.65
			198,000.18	228,427.20	717.77	31,144.79	0.00	0.00	0.00	0.00	24.74	356.56	18,000.30
Due Excl. GST			179,999.88				0.00						

Unallocated Money Fund

Lot	Unit	Overpayment
10	1209	0.69
69	2301	9.00
152	D1	18.34

Lot	Unit	Overpayment
41	1504	497.73
129	3403	845.38
162	D11	1,084.24

Lot	Unit	Overpayment
50	1702	28.17
137	3411	73.12

Total unallocated money 2,556.67

Balance Sheet

As at 30/09/2017

The Owners--Strata Plan 76137

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

	Current period	Previous quarter
Owners' funds		
Administrative Fund		
Operating Surplus/Deficit--Admin	40,422.81	79,611.33
Owners Equity--Admin	52,960.17	14,518.08
	<u>93,382.98</u>	<u>94,129.41</u>
Capital Works Fund		
Operating Surplus/Deficit--Capital Works	18,069.23	92,436.14
Owners Equity--Capital Works	688,369.73	597,203.58
	<u>706,438.96</u>	<u>689,639.72</u>
Net owners' funds	<u>\$799,821.94</u>	<u>\$783,769.13</u>
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	89,337.14	110,085.74
Receivable--Levies (Special)--Admin	0.81	0.81
Receivable--Levies--Admin	4,274.42	2,101.93
Receivable--Other--Admin	2,420.00	2,420.00
Receivable--Owners--Admin	127.88	200.48
	<u>96,160.25</u>	<u>114,808.96</u>
Capital Works Fund		
Cash at Bank--Capital Works	129,182.28	126,187.35
Investment No. 2 a/c - Capital Works	205,100.92	203,906.25
Investment No. 3 a/c - Capital Works	24,355.87	24,214.00
Investments--Capital Works	346,287.91	342,108.56
Receivable--Levies--Capital Works	1,651.17	811.93
	<u>706,578.15</u>	<u>697,228.09</u>
Unallocated Money		
Cash at Bank--Unallocated	6,861.90	362.66
	<u>6,861.90</u>	<u>362.66</u>
<i>Total assets</i>	<u>809,600.30</u>	<u>812,399.71</u>
Less liabilities		
Administrative Fund		
Creditor--GST--Admin	1,475.77	4,191.87
Deposits Received--Keys--Admin	1,301.50	1,301.50
Prepaid Levies--Admin	0.00	15,186.18
	<u>2,777.27</u>	<u>20,679.55</u>
Capital Works Fund		
Creditor--GST--Capital Works	139.19	1,721.82
Prepaid Levies--Capital Works	0.00	5,866.55
	<u>139.19</u>	<u>7,588.37</u>
Unallocated Money		

	Current period	Previous quarter
Prepaid Levies--Unallocated	6,861.90	362.66
	6,861.90	362.66
<i>Total liabilities</i>	9,778.36	28,630.58
Net assets	\$799,821.94	\$783,769.13

Income and Expenditure Statement

for the financial year-to-date

01/08/2017 to 30/09/2017

The Owners--Strata Plan 76137

Motto Apartments, 2-14 Eve Street, ERSKINEVILLE
NSW 2043**Administrative Fund****Current period**

01/08/2017-30/09/2017

Previous year

01/08/2016-31/07/2017

Revenue

147500	Certificate of Currency Fees	0.00	163.61
142000	Insurance Claims	5,122.73	4,416.27
142500	Interest on Arrears--Admin	168.02	907.39
142800	Key Purchases	300.00	3,240.91
143000	Levies Due--Admin	116,220.49	466,999.67
145000	Recoveries	0.00	37,673.86
145002	Recovery--Legal Fees	0.00	1,416.01
146500	Status Certificate Fees - s184 - s26	218.00	1,188.45
147000	Strata Roll Inspection Fees - s182	0.00	279.00
<i>Total revenue</i>		<u>122,029.24</u>	<u>516,285.17</u>

Less expenses

153808	Admin - Agent Disburst - Archiving	74.18	445.08
150200	Admin--Accounting / BAS	192.42	1,163.62
153809	Admin--Agent Disburst--Emails & Faxes	0.00	40.65
153812	Admin--Agent Disburst--Insurance claim made	45.45	90.90
153811	Admin--Agent Disburst--Levy Notices	57.82	1,614.10
153807	Admin--Agent Disburst--Payment to creditor	141.54	834.31
153803	Admin--Agent Disburst--Photocopying	687.09	3,490.93
153804	Admin--Agent Disburst--Postage	356.36	982.54
153890	Admin--Agent Disburst--Sched B fees--Compliance	63.64	509.10
150500	Admin--Agent Disburst--Term Deposits	0.00	60.00
153825	Admin--Agent Disburst--Third Party Invoices	0.00	136.36
150800	Admin--Auditors--Audit Services	1,100.00	1,550.00
151401	Admin--Bank Charges--Account Fees	0.00	2.28
151407	Admin--Bank Charges--With GST	0.00	26.36
153200	Admin--Charges for Debt Collection	22.68	0.00
151600	Admin--Consultants	0.00	6,790.50
153210	Admin--Legal fees	0.00	17,921.23
154100	Admin--Management Fees--Schedule B	1,252.27	6,432.12
154000	Admin--Management Fees--Standard	4,685.40	28,066.02
154200	Admin--Meeting Room Expenses	0.00	90.91
151610	Admin--Occ Health & Safety Report	0.00	1,398.18
155400	Admin--Registration/License/Permit Fees	74.00	0.00
157000	Admin--Telephone Charges	45.41	0.00
153813	Admin-Agent Disburst -Certificate of Currency	27.26	163.62
153819	Admin-Agent Disburst--Security	0.00	20.00

Administrative Fund

		Current period	Previous year
		01/08/2017-30/09/2017	01/08/2016-31/07/2017
161500	Building Manager	14,950.00	90,036.96
166700	Excl - Maint Bldg - Garage Doors	0.00	204.55
169400	Insurance - Repairs	0.00	3,224.25
159000	Insurance--Excesses	0.00	2,000.00
159100	Insurance--Premiums	0.00	56,696.82
160200	Maint Bldg--Airconditioning--Maint Contract	0.00	1,642.00
160000	Maint Bldg--Airconditioning--Non Routine	0.00	547.00
163001	Maint Bldg--Cleaning--Carpet/Furniture	0.00	359.09
164600	Maint Bldg--Doors & Windows	1,022.73	2,619.99
170400	Maint Bldg--Electrical / Light Globes	1,495.88	6,566.04
165801	Maint Bldg--Fire Protection--Contract	3,011.70	17,162.44
165800	Maint Bldg--Fire Protection--Non Routine	16,660.50	17,307.50
166100	Maint Bldg--Foyer Decorations	242.66	1,455.96
166600	Maint Bldg--Garage Doors--Non Routine	183.63	172.72
167100	Maint Bldg--Garbage Chute	0.00	622.50
167200	Maint Bldg--General Repairs	5,314.94	24,560.83
168800	Maint Bldg--Hot Water Service	0.00	600.00
169600	Maint Bldg--Intercom	440.00	185.00
170201	Maint Bldg--Lift--Maintenance Contract	9,886.99	37,943.65
170203	Maint Bldg--Lift--Registration Fees	0.00	139.00
170600	Maint Bldg--Locks, Keys & Card Keys	218.19	3,466.83
172000	Maint Bldg--Pest/Vermin Control	400.00	1,275.00
172200	Maint Bldg--Plumbing	6,041.82	23,542.01
172400	Maint Bldg--Pumps - Routine	0.00	840.00
172900	Maint Bldg--Security	0.00	1,080.00
178400	Maint Grounds--Lawns & Gardening	4,023.25	21,663.74
179200	Maint Grounds--Pool	2,739.74	9,066.13
156400	Reimbursable s182	31.00	279.00
156000	Reimbursable s184-s26	207.45	1,188.45
190200	Utility--Electricity	5,406.72	31,859.90
190400	Utility--Gas	83.89	305.00
190900	Utility--Telephone (Gas line)	419.82	2,820.03
191200	Utility--Water & Sewerage	0.00	44,581.88
<i>Total expenses</i>		81,606.43	477,843.08
Surplus/Deficit		40,422.81	38,442.09
Opening balance		52,960.17	14,518.08
Closing balance		\$93,382.98	\$52,960.17

Capital Works Fund**Current period**

01/08/2017-30/09/2017

Previous year

01/08/2016-31/07/2017

Revenue

242500	Interest on Arrears--Capital Works	64.93	349.28
242600	Interest on Investments--Capital Works	0.00	13,496.49
243000	Levies Due--Capital Works	44,896.94	179,999.88
<i>Total revenue</i>		<u>44,961.87</u>	<u>193,845.65</u>

Less expenses

252900	Capital Works - tax agent exps	0.00	205.00
252800	Income Tax--Capital Works	894.00	3,203.90
264200	Maint Bldg--Consultants	0.00	6,135.00
265800	Maint Bldg--Fire Protection	0.00	20,770.00
267400	Maint Bldg--General Replacement	7,616.82	18,570.53
271600	Maint Bldg--Painting & Surface Finishes	18,381.82	0.00
272200	Maint Bldg--Plumbing & Drainage	0.00	15,326.00
278200	Maint Grounds--Landscaping & Gardening	0.00	38,469.07
<i>Total expenses</i>		<u>26,892.64</u>	<u>102,679.50</u>

Surplus/Deficit

		<u>18,069.23</u>	<u>91,166.15</u>
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Opening balance

688,369.73

597,203.58

Closing balance\$706,438.96\$688,369.73

Aged Arrears List

The Owners--Strata Plan 76137

Lot	Unit	Name	Balance	Prepaid	Interest	Current	30+ days	60+ days	90+ days	120+ days	Last debt recovery
3	1216	Debbie Kladis & Andrew Kladis	2,791.84	0.00	140.05	0.00	0.00	1,153.77	0.00	1,498.02	17/01/2017
5	1214	Iain James Quigg & Darren Stuart Quigg	20.69	0.00	0.10	0.00	0.00	20.59	0.00	0.00	
15	1205	Garry Allison	150.00	0.00	0.45	0.00	0.00	149.55	0.00	0.00	11/09/2017
61	2111	Ana Marie Viloria	1.09	0.00	0.01	0.00	0.00	1.08	0.00	0.00	
100	Block A	Austcorp Holdings No. 21 Pty Ltd Lv8	16.10	0.00	1.55	0.00	0.00	1.77	0.00	12.78	
101	Block A	Austcorp Holdings No. 21 Pty Ltd Lv9	16.10	0.00	1.55	0.00	0.00	1.77	0.00	12.78	
102	Block A	Austcorp Holdings No. 21 Pty Ltd Lv10	16.10	0.00	1.55	0.00	0.00	1.77	0.00	12.78	
121	3215	Dianne Rosemary Watt and Robert Clarence Watt	12.14	0.00	0.12	0.00	0.00	12.02	0.00	0.00	
134	3408	Sarah Sorial and Luke Gerard O'Loughlin Mynott	2.86	0.00	0.00	0.00	0.00	2.86	0.00	0.00	
147	3421	Warren Sanders & Ju Fang Zhang	2.80	0.00	0.05	0.00	0.00	2.75	0.00	0.00	
160	D9	Depu Liu & Yingli Guan	0.16	0.00	0.00	0.00	0.00	0.16	0.00	0.00	
			3,029.88	0.00	145.43	0.00	0.00	1,348.09	0.00	1,536.36	

Insurance

as at 31/07/2017

Strata Plan 76137

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

Policy No.	835165	CHU Underwriting Agencies Pty Ltd
Type:	Residential Strata	Broker: Bac Insurance Brokers Pty Limited P.O. Box 84, DARLINGHURST NSW 1300
Premium:	\$59,548.82	Paid on: 10/12/2016 Policy start date: 05/12/2016 Next due: 05/12/2017
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Building	\$62,160,000.00	\$500.00
Loss of Rent	\$9,324,000.00	\$500.00
Contents	\$621,600.00	\$500.00
Legal Liability	\$20,000,000.00	\$0.00
Personal Accidents	\$200,000/\$2,000	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$5,000,000.00	\$0.00
Machinery Breakdown	\$100,000.00	\$500.00
Government Audit Costs	\$25,000.00	\$0.00
Appeal Expenses	\$100,000.00	\$0.00
Legal Defense Expenses	\$50,000.00	\$1,000.00
Lot Owner's Fixtures & Improvements	\$250,000.00	\$0.00
Voluntary Workers	\$200,000/2000	\$0.00

Policy No.	TBC	Employers Mutual Indemnity
Type:	Workers Compensation	Broker:
Premium:	\$0.00	Paid on: 10/07/2015 Policy start date: 01/08/2017 Next due: 01/08/2018
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Workers Compensation	\$114,244.00	\$0.00

Last valuation done on 15/10/2014

Insurance valuation \$62,160,000.00

Proposed Budget to apply from 01/08/2017

The Owners--Strata Plan 76137

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

Administrative Fund			
	Proposed budget	Actual 01/08/2016-31/07/2017	Previous budget
Revenue			
Certificate of Currency Fees	0.00	163.61	0.00
Insurance Claims	0.00	4,416.27	0.00
Interest on Arrears--Admin	900.00	907.39	800.00
Interest--Bank	0.00	0.00	650.00
Key Purchases	3,200.00	3,240.91	3,100.00
Levies Due--Admin	483,345.00	466,999.67	467,000.00
Recoveries	0.00	37,673.86	0.00
Recovery--Legal Fees	0.00	1,416.01	0.00
Status Certificate Fees - s184 - s26	0.00	1,188.45	0.00
Strata Roll Inspection Fees - s182	0.00	279.00	0.00
<i>Total revenue</i>	<u>487,445.00</u>	<u>516,285.17</u>	<u>471,550.00</u>
Less expenses			
Admin - Agent Disburst - Archiving	500.00	445.08	500.00
Admin--Accounting / BAS	1,200.00	1,163.62	1,165.00
Admin--Agent Disburst--Emails & Faxes	60.00	40.65	60.00
Admin--Agent Disburst--Insurance claim made	0.00	90.90	0.00
Admin--Agent Disburst--Levy Notices	1,760.00	1,614.10	1,760.00
Admin--Agent Disburst--Mobiles/Long distance calls	100.00	0.00	100.00
Admin--Agent Disburst--Payment to creditor	910.00	834.31	910.00
Admin--Agent Disburst--Photocopying	3,600.00	3,490.93	3,600.00
Admin--Agent Disburst--Postage	1,500.00	982.54	1,500.00
Admin--Agent Disburst--Sched B fees--Compliance	600.00	509.10	0.00
Admin--Agent Disburst--Term Deposits	120.00	60.00	0.00
Admin--Agent Disburst--Third Party Invoices	150.00	136.36	140.00
Admin--Auditors--Audit Services	1,100.00	1,550.00	760.00
Admin--Bank Charges--Account Fees	10.00	2.28	0.00
Admin--Bank Charges--With GST	36.00	26.36	36.00
Admin--Consultants	15,000.00	6,790.50	15,000.00
Admin--Legal fees	15,000.00	17,921.23	15,000.00
Admin--Management Fees--Schedule B	8,000.00	6,432.12	8,000.00
Admin--Management Fees--Standard	28,900.00	28,066.02	28,250.00
Admin--Meeting Room Expenses	300.00	90.91	300.00
Admin--Occ Health & Safety Report	1,400.00	1,398.18	1,300.00
Admin--Registration/License/Permit Fees	70.00	0.00	70.00
Admin--Telephone Charges	600.00	0.00	0.00
Admin-Agent Disburst -Certificate of Currency	0.00	163.62	0.00
Admin-Agent Disburst--Security	50.00	20.00	0.00

Administrative Fund**Proposed
budget**01/08/2016-31/07/2017
Actual**Previous
budget**

Building Manager	92,000.00	90,036.96	92,000.00
Excl - Maint Bldg - Garage Doors	1,000.00	204.55	1,000.00
Insurance - Repairs	0.00	3,224.25	0.00
Insurance--Excesses	1,500.00	2,000.00	1,500.00
Insurance--Premiums	60,000.00	56,696.82	55,800.00
Maint Bldg--Airconditioning--Maint Contract	1,700.00	1,642.00	850.00
Maint Bldg--Airconditioning--Non Routine	1,000.00	547.00	1,000.00
Maint Bldg--Cleaning--Carpet/Furniture	2,500.00	359.09	2,500.00
Maint Bldg--Cleaning--Windows/Glass	6,750.00	0.00	6,750.00
Maint Bldg--Doors & Windows	2,500.00	2,619.99	1,500.00
Maint Bldg--Electrical / Light Globes	7,000.00	6,566.04	7,000.00
Maint Bldg--Fire Protection--Contract	18,000.00	17,162.44	14,000.00
Maint Bldg--Fire Protection--Non Routine	15,000.00	17,307.50	10,000.00
Maint Bldg--Foyer Decorations	2,000.00	1,455.96	8,300.00
Maint Bldg--Garage Doors--Non Routine	1,500.00	172.72	1,500.00
Maint Bldg--Garbage Chute	650.00	622.50	850.00
Maint Bldg--General Repairs	20,000.00	24,560.83	20,000.00
Maint Bldg--Hire/Leasing of Equipment	8,500.00	0.00	8,500.00
Maint Bldg--Hot Water Service	4,000.00	600.00	4,000.00
Maint Bldg--Intercom	1,500.00	185.00	1,500.00
Maint Bldg--Lift--Maintenance Contract	39,000.00	37,943.65	37,000.00
Maint Bldg--Lift--Non Routine	1,000.00	0.00	1,000.00
Maint Bldg--Lift--Registration Fees	200.00	139.00	134.00
Maint Bldg--Locks, Keys & Card Keys	2,500.00	3,466.83	1,800.00
Maint Bldg--Pest/Vermin Control	1,300.00	1,275.00	1,900.00
Maint Bldg--Plumbing	25,000.00	23,542.01	20,000.00
Maint Bldg--Pumps - Routine	840.00	840.00	840.00
Maint Bldg--Security	0.00	1,080.00	0.00
Maint Bldg--TV Antenna, Cables, Satellite	800.00	0.00	750.00
Maint Grounds--Lawns & Gardening	22,000.00	21,663.74	15,000.00
Maint Grounds--Pool	10,000.00	9,066.13	7,000.00
Reimbursable s182	0.00	279.00	0.00
Reimbursable s184-s26	0.00	1,188.45	0.00
Utility--Electricity	34,000.00	31,859.90	34,000.00
Utility--Gas	350.00	305.00	350.00
Utility--Telephone (Gas line)	3,000.00	2,820.03	3,000.00
Utility--Water & Sewerage	46,500.00	44,581.88	45,000.00
<i>Total expenses</i>	514,556.00	477,843.08	484,775.00
Surplus/Deficit	(27,111.00)	38,442.09	(13,225.00)
Opening balance	52,960.17	14,518.08	14,518.08
Closing balance	\$25,849.17	\$52,960.17	\$1,293.08

Administrative Fund**Proposed
budget****Actual**
01/08/2016-31/07/2017**Previous
budget**

Total units of entitlement	100000	100000
Levy contribution per unit entitlement	\$5.32	\$5.14
 Budgeted standard levy revenue	 483,345.00	 467,000.00
Add GST	48,334.50	46,700.00
Amount to raise in levies including GST	<u>\$531,679.50</u>	<u>\$513,700.00</u>

Building Details & Report Inputs

Supplied information

Building Name	Motto Apartments
Building Address	2-14 Eve Street Erskineville NSW 2043
Strata Plan	76137
Registered Plan Date/Year of Construction	2006
Number of Unit Entitlements	100000
Number of Units	158
Estimated Starting Sinking Fund Balance	\$203,362
Starting date of Financial Year for Report	1/08/2015
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$1.35

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the forecast looks out.	15 years

15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/07/2016	231,000.00	21,000.00	2.31	0.21	0.58	0.05
2	31/07/2017	238,161.00	21,651.00	2.38	0.22	0.60	0.05
3	31/07/2018	245,543.99	22,322.18	2.46	0.22	0.62	0.06
4	31/07/2019	253,155.86	23,014.17	2.53	0.23	0.63	0.06
5	31/07/2020	261,003.69	23,727.61	2.61	0.24	0.65	0.06
6	31/07/2021	269,094.80	24,463.16	2.69	0.24	0.67	0.06
7	31/07/2022	277,436.74	25,221.52	2.77	0.25	0.69	0.06
8	31/07/2023	286,037.28	26,003.39	2.86	0.26	0.72	0.07
9	31/07/2024	294,904.43	26,809.49	2.95	0.27	0.74	0.07
10	31/07/2025	304,046.47	27,640.59	3.04	0.28	0.76	0.07
11	31/07/2026	313,471.91	28,497.45	3.13	0.28	0.78	0.07
12	31/07/2027	323,189.54	29,380.87	3.23	0.29	0.81	0.07
13	31/07/2028	333,208.41	30,291.67	3.33	0.30	0.83	0.08
14	31/07/2029	343,537.88	31,230.72	3.44	0.31	0.86	0.08
15	31/07/2030	354,187.55	32,198.87	3.54	0.32	0.89	0.08

15 Year Cash Flow Tracking Sheet

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

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

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/07/2016	203,362.00	210,000.00	6,958.63	24,500.00	395,820.63
2	31/07/2017	395,820.63	216,510.00	8,020.05	325,593.64	294,757.04
3	31/07/2018	294,757.04	223,221.81	5,984.50	303,416.36	220,546.99
4	31/07/2019	220,546.99	230,141.69	5,563.34	197,760.00	258,492.02
5	31/07/2020	258,492.02	237,276.08	8,344.06	44,127.27	459,984.89
6	31/07/2021	459,984.89	244,631.64	11,800.45	160,308.18	556,108.80
7	31/07/2022	556,108.80	252,215.22	14,938.40	93,080.00	730,182.42
8	31/07/2023	730,182.42	260,033.89	16,265.40	336,109.09	670,372.62
9	31/07/2024	670,372.62	268,094.94	17,498.81	119,580.00	836,386.37
10	31/07/2025	836,386.37	276,405.88	19,725.18	270,440.00	862,077.43
11	31/07/2026	862,077.43	284,974.46	17,974.08	479,420.00	685,605.97
12	31/07/2027	685,605.97	293,808.67	14,529.54	428,463.64	565,480.54
13	31/07/2028	565,480.54	302,916.74	16,397.96	38,306.36	846,488.88
14	31/07/2029	846,488.88	312,307.16	20,855.63	230,337.27	949,314.40
15	31/07/2030	949,314.40	321,988.68	25,556.90	45,561.82	1,251,298.16

Please note that all figures in this table are exclusive of GST

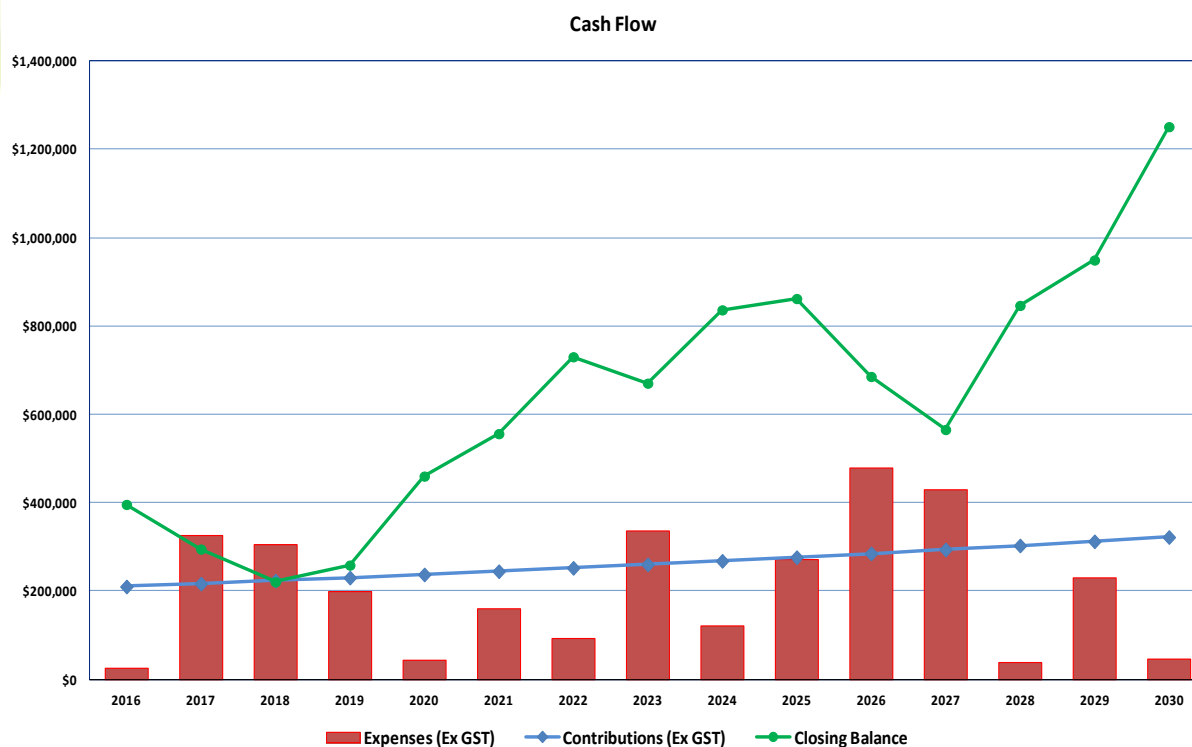
15 Year Cash Flow Graph

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

Contributions line - Total sinking fund contributions per year.

Closing balance line - Balance in the sinking fund at the end of the year after all income and expenses.

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



Capital Works Fund**Proposed
budget**01/08/2016-31/07/2017
Actual**Previous
budget****Revenue**

Interest on Arrears--Capital Works	0.00	349.28	0.00
Interest on Investments--Capital Works	14,000.00	13,496.49	11,000.00
Levies Due--Capital Works	186,300.00	179,999.88	180,000.00
<i>Total revenue</i>	200,300.00	193,845.65	191,000.00

Less expenses

Capital Works - tax agent exps	500.00	205.00	0.00
Income Tax--Capital Works	3,300.00	3,203.90	0.00
Maint Bldg -- OH&S Upgrades	34,000.00	0.00	0.00
Maint Bldg--Consultants	13,500.00	6,135.00	2,500.00
Maint Bldg--Fire Protection	40,000.00	20,770.00	0.00
Maint Bldg--Front Awning	16,000.00	0.00	0.00
Maint Bldg--General Bldg Maintenance	39,300.00	0.00	0.00
Maint Bldg--General Replacement	10,000.00	18,570.53	20,000.00
Maint Bldg--Intercom	33,000.00	0.00	0.00
Maint Bldg--Painting & Surface Finishes	0.00	0.00	170,000.00
Maint Bldg--Plumbing & Drainage	0.00	15,326.00	20,000.00
Maint Building - Locks & Keys	4,800.00	0.00	0.00
Maint Grounds--Landscaping & Gardening	20,000.00	38,469.07	0.00
Maint Grounds--Pool Renovation	18,000.00	0.00	0.00
Maint Grounds--Roads	42,000.00	0.00	0.00
<i>Total expenses</i>	274,400.00	102,679.50	212,500.00

Surplus/Deficit

	(74,100.00)	91,166.15	(21,500.00)
Opening balance	688,369.73	597,203.58	597,203.58

Closing balance

	\$614,269.73	\$688,369.73	\$575,703.58
--	--------------	--------------	--------------

Total units of entitlement	100000	100000
Levy contribution per unit entitlement	\$2.05	\$1.98

Budgeted standard levy revenue	186,300.00	180,000.00
Add GST	18,630.00	18,000.00
Amount to raise in levies including GST	\$204,930.00	\$198,000.00

NOTICE OF STRATA COMMITTEE MEETING

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

TO The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

DATE, PLACE AND TIME

The meeting will be held immediately after the Annual General Meeting

on Tuesday, 31 October 2017

at Joseph Sargeant Community Centre, 60 Prospect Street, Erskineville

AGENDA

5. Preliminaries

- + recording of persons present and in attendance
- + consent to acting members of the committee in accordance with Section 34 of the Act
- + recording of apologies
- + determination of a quorum

6. Opening

- + confirming chairperson
- + commencement time

7. Consideration of attached motions

8. Closure

INFORMATION

QUORUM (*Clause 12 of schedule 2 of the Act*)

A motion submitted at a meeting of a strata committee must not be considered unless there is a quorum present to consider and vote on the motion. A quorum is present at a meeting:

- (a) in the case of a strata committee which has only one member, if the member is present,
- (b) in any other case, if not less than one-half of the persons entitled to vote on the motion are present.

A person who has voted, or intends to vote by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.

ELIGIBILITY TO VOTE (*Clause 9(4) of Schedule 2 of the Act*)

You cannot vote if the contributions for your lot have not been paid or if you were nominated for the strata committee by a member who has not paid the contributions for their lot. The relevant consideration is whether or not the owner of the lot was an un-financial at the date notice of the meeting and did not pay before the meeting.

DISCLOSURES OF PECUNIARY INTEREST (*Clause 18 of schedule 2 of the Act*)

The nature of the interest must be disclosed at a meeting and the particulars are to be kept in a book for this purpose.

NON MEMBER ATTENDANCE (*Clause 13 of schedule 2 of the Act*)

Owners or company nominees of a lot in the scheme may attend a strata committee meeting however they are not entitled to address the meeting unless authorised by a resolution of the meeting.

NOTICE DATE: 17 OCTOBER 2017

MOTIONS FOR CONSIDERATION

MOTION 1	CONFIRMATION OF MINUTES	THAT the minutes of the last committee meeting held 10 October 2017 be confirmed as a true and accurate record of that meeting.	
MOTION 2	ELECTION OF OFFICE BEARERS	THAT the secretary, treasurer and chairperson of the strata committee be elected.	Section 41 of the Act and Clause 11 of the Regulations
MOTION 3	PECUNIARY INTEREST	<p>THAT the strata committee:</p> <p>(a) receive any disclosures regarding pecuniary interests;</p> <p>(b) record the details of these interests in the disclosure book;</p> <p>(c) for each disclosure made, determine whether that member can</p> <p style="padding-left: 40px;">i. be present during the deliberations for that matter, or</p> <p style="padding-left: 40px;">ii. take any part in the decision of that matter.</p> <p>Notes to motion: <i>Disclosure of any interest in relation to a corporation or other body, or a specified person for a matter. This might be employment, membership, partnership, though can be any type of relationship.</i></p>	
MOTION 4	APPOINTMENT OF SUBSTITUTE	THAT pursuant to clause 34, section 1 to the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the executive committee for the purpose of this and/or any future meetings of the strata committee.	Section 34 of the Act
MOTION 5	STRATA COMMITTEE MEETING ATTENDANCE BY ELECTRONIC MEANS	<p>THAT the strata committee resolves that attendance at strata committee meetings may be by the following additional means:</p> <p>(a) telephone conference; or</p> <p>(b) video-conferencing;</p> <p>(c) email from the email address provided for service of notices.</p> <p>The meeting notice will specify</p> <p>+ means and method of accessing the facility for that purpose for that particular strata committee meeting and</p> <p>+ that any strata committee member attending a strata committee meeting by these means and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.</p> <p>Notes to motion: <i>This does not prevent a strata committee meeting being held or attended in person or a meeting being held in writing in accordance with Schedule 2 clause 9(2) of the Act.</i> <i>Meetings held by video-conference or tele-conference may be recorded by the strata management agent. These facilities are likely to incur additional costs to the owners corporation.</i></p>	Clause 10 of schedule 2 of the Act and clause 14(1)(a) of the Regulations
MOTION 6	ELECTRONIC SERVICE OF INSURANCE INFORMATION	THAT the strata committee resolve to accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation be determined.	
MOTION 7	TERM DEPOSITS	THAT the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.	
MOTION 8	BY-LAW REVIEW	THAT the strata committee continue with the review of the by-laws.	
MOTION 9	BY-LAW COMPLIANCE	THAT matters of non-compliance with the by-laws be considered and instructions issued accordingly.	

MOTION 10	BUILDING MANAGER'S REPORT	THAT the Building Managers Report be tabled and reviewed and further instruction provided relating to this report and/or the common property.	
MOTION 11	PAINTING	THAT the committee review and provide further instructions in relation to the proposal from Lannock for the painting of the property.	
MOTION 12	STANDING INSTRUCTIONS	THAT the strata committee provides further standing instructions to the Building Manager or Strata Managing Agent concerning the management and maintenance of common property.	
MOTION 13	NEXT MEETING	THAT the date, time and location of the next meeting(s) of the strata committee be determined.	

Code of Conduct & Guiding Principles of Motto Strata Committee

The strata committee is a group elected by the SP76137 owners corporation to represent owners or owners' nominees. It administers the day-to-day running of the owners corporation and is elected at each annual general meeting;

Any decision made by the strata committee is treated as a decision of the owners corporation although there are some matters that the strata committee does not have the power to make. No individual strata committee member can make a decision for the owners corporation.

Motto Strata Committee Guiding Principles

Each member of the committee agrees to abide by the following code of conduct:

1. To be committed to acquiring an understanding of the Strata Schemes Management Act 2015 (the Act), these rules and all by-Laws concerning this owners corporation;
2. To act honestly and fairly and not to unreasonably disclose information held by the strata scheme, including information about an owner;
3. To act in the best interests of the owners corporation unless it is unlawful to do so;
4. To comply with the Act, this Code and all rules/by-laws concerning this strata scheme;
5. Not to cause a nuisance or otherwise behave in a way to bring disrepute or diminish the good reputation of this committee;
6. To respect fellow members opinions and differences and foster a spirit of teamwork and co-operation;
7. To be committed to attending all meetings of the strata committee and the owners corporation;
8. To comply with strata committee process and procedure as determined by the strata committee from time to time;
9. To disclose to the strata committee any conflict of interest the member may have in a matter before the strata committee; members are not to vote on such matters;
10. To declare any interest, either personal or financial, in the outcome of any issue before the Strata Committee, and thereafter excuse himself/herself from any further participation in any discussions, decisions or voting with respect to that issue.

Motto Strata Committee Operating Principles

Each member of the committee agrees to abide by the following operating principles:

1. Strata committee members will work together for the benefit of the owners corporation and not for their own personal agendas;
2. Decisions of an strata committee will be on a majority basis and undertaken at strata committee meetings;
3. Discussion will be respectful, honest and fair;
4. Strata committee members will listen to the opinions of other members;
5. Strata committee members will trust and support other strata committee members in carrying out their assigned duties;
6. The views of contracted agents will be welcomed and listened to with respect;
7. In items where strata committee members do not all agree, the strata committee, as a whole, will work together to support the decision of the strata committee;
8. Strata committee members will adhere to the strata committee processes and procedures at all times;
9. Where Strata Committee members are reported to have transgressed the Code of Conduct the committee will seek resolution with the member in person advising of reported transgressions and request future compliance;
10. Where continual Code of Conduct transgressions are reported the Strata Committee will request the resignation of the member and for a replacement member to be elected by the Strata Committee;
11. Where the member refuses the request to tender resignation the Strata Committee may convene an Extraordinary General Meeting with a motion for the removal of the

transgressing member and the election of a replacement member.

Motto Strata Committee Day-to-Day Procedures

- Informal meetings may be held monthly or as agreed by the Committee;
- Respectful discussion of day-to-day matters is to be undertaken on email if required;
- All emails are to include the Strata Manager or Secretary email address to ensure that the owners corporations books and records are complete;
- The Chairperson or a nominee acting as a delegate is the nominated person to give directions and/or instructions to the Strata Manager, and Building Manager or other contractors on day to day matters unless otherwise directed by the strata committee;
- All committee members to circulate a reply to correspondence seeking direction within two (2) business days for urgent matters or works or within five (5) business days for non-urgent matters or works (urgent matters to be indicated when circulating email). No reply will be taken as approval;
- Correspondence between members of the Strata Committee, or between members of groups, and vertical correspondence between Chairperson, Secretary and Treasurer is encouraged;
- All correspondence amongst members is to be by email unless reason dictates otherwise, and the SecretarySP76137@gmail.com is to be cc'd into all internal and external communications

Confidentiality

Each strata committee member shall keep all deliberations relating to SC affairs confidential, owners details (including fellow strata committee members) and all occupants' contact details (including address, phone numbers and email addresses) confidential at all times; EXCEPT in relation to correspondence or discussions with the Building Manager or Strata Manager.

Motto Sub-Committees or Working Groups

The work of the Strata Committee may be devolved to members who participate in Sub-committees or Working Groups. These groups will:

- develop a list of priorities / action checklists and make suitable recommendations to the Strata Committee as a whole for any final decisions to be taken;
- submit a written recommendation with respect to any issue placed upon the agenda for the next Strata Committee meeting;
- report to the informal Strata Committee meetings, orally or in writing;
- submit a report for publication to the members of the strata scheme on request by the Chairperson;
- prepare, regularly update, and file with the Secretary, any procedures and protocols with respect to the operation of the building and equipment in it.

GENERAL MEETING PROXY FORM



FORM 1 - PROXY APPOINTMENT

Strata Schemes Management Act 2015 (Schedule 1 Clauses 23, 25, 26)

Strata Schemes Management Regulation 2016 Clause 13

MUST insert to show the date of completion and signing of this form	Date & time	
MUST be the full name(s) as reflected on the title of your lot and in the strata roll. <i>If jointly owned, then all names must be recorded.</i> <i>If owned by a corporation, the name of the corporation must be noted (not the name of the company nominee)</i>	I/We	
MUST insert the Lot number. <i>This is not always your unit/suite number. If unsure contact Strata Plus or refer to a recent levy notice.</i>	the owners of lot	
MUST insert the Strata Plan No.	in Strata Plan No	
MUST insert the proxy holder's name	appoint	
Insert where the proxy holder is from eg Lot X	of	
as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).		
Tick and/or complete whichever applies. <i>The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings.</i> <i>Period of meetings MUST be specified in a clear manner.</i> <i>If no nomination is made, the proxy will take effect for 12 months or 2 consecutive annual general meetings, whichever is the greater.</i>	Period or number of meetings for which appointment of proxy has effect	1 meeting meetings 1 month months 12 months or 2 consecutive annual general meetings
<i>*Delete paragraph 1 or 2, whichever does not apply.</i> <i>If you delete option 1, then specify the matters and any limitations on the manner in which you want the proxy to vote on the lines provided for option 2.</i> <i>*Delete paragraph 3 if proxy is not authorised to vote on this matter.</i> <i>For examples, read note 1 below</i> <i>*3 MUST be completed where appropriate. If incomplete then the proxy cannot vote regarding managing agents.</i>	Authorisation given	*1. This form authorises the proxy to vote on my/our behalf on all matters. OR *2. This form authorises the proxy to vote on my/our behalf on the following matters only: *3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:
Only one proxy can be held by a person if the scheme has 20 lots or less. <i>Limit to a number equal to not more than 5% of the total number of lots</i>	Limit on number of proxies	*4. I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.
Signatures of ALL owners recorded on title MUST sign. <i>If owned by a corporation, the proxy MUST be executed by the company pursuant to the Corporations Act 2001.</i>	Signature of owner(s)	

Refer over for important information relating to appointment & rights of proxy holders

NOTES ON APPOINTMENT OF PROXIES

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

NOTES ON RIGHTS OF PROXIES TO VOTE

1. A duly appointed proxy:
 - (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
 - (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
 - (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
 - (c) if the right to vote on any such matter is limited by this form.

Date

To the Secretary of the Owners – Strata Plan

Take notice that Pty Limited

(COMPANY NAME)

the owners of lot(s) in Strata Plan

in accordance with section 154 (1) of the *Strata Schemes Management Act (NSW) 2015* hereby

give notice that

(NOMINEE NAME)

of

(AUSTRALIAN ADDRESS)

is appointed company nominee for the purposes of exercising the rights of the Company vested by virtue of the *Strata Schemes Management Act (NSW) 2015* as at the day of this notice and thereafter, until revoked by the Company in writing to the secretary of the owners corporation.

Company nominee's telephone

Company nominee's email

Executed in accordance with section 127 of the *Corporations Act 2001* in the presence of:

COMMON SEAL (OPTIONAL):

.....
SECRETARY / DIRECTOR

.....
DIRECTOR

Note: If you are the sole director and company secretary, please make a notation of this beside your signature

This document must be signed in accordance with section 127 of the *Corporations Act 2001* which states that:

- (1) A company may execute a document without using a common seal if the document is signed by:
 - (a) 2 directors of the company; or
 - (b) a director and a company secretary of the company; or
 - (c) for a proprietary company that has a sole director who is also the sole company secretary – that director.
- (2) A company with a common seal may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:
 - (a) 2 directors of the company; or
 - (b) a director and a company secretary of the company; or
 - (c) for a proprietary company that has a sole director who is also the sole company secretary – that director.

OWNER EMAIL AUTHORITY & DETAILS FORM



STRATA PLAN NO.		UNIT NO.	
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Your details are safeguarded in accordance with *The Privacy Act 2000* and our Privacy Policy as per strataplus.com.au

If you consent to receiving notifications electronically, then your email address forms part of the books and records of your scheme.

Electing to receive notifications electronically reduces the postal charges to your scheme.

PREFERRED TITLE & OWNER(S) NAME(S) Mr / Ms / Mrs / Dr Eg Dr & Mrs Brown, Mr A Wong & Miss B Wong	
--	--

Correspondence = notices & minutes of meetings; communications to all owners; reports sent to all owners; and any letters specific to your lot.

CORRESPONDENCE Email address: <i>(only one)</i> I/we AUTHORISE the owners corporation to electronically send communication to the email address below. _____ Signature(s) _____ Dated _____	
	AUSTRALIAN POSTAL ADDRESS <i>Only complete if not receiving via email.</i>

Levy notices are sent to your nominated address. If there is a delay in receiving your payment, the same address is used for contact purposes. Please note that if your agent pays your levies you can specify their email address below. If you do have a tenant, you must provide the owners corporation with full lease details within 14 days of them moving in. You can do this by completing our Tenancy Notice Form.

LEVY NOTICES Email address: <i>(only one)</i> I/we AUTHORISE the owners corporation to electronically send the levy notices to the email address below. _____ Signature(s) _____ Dated _____	
	AUSTRALIAN POSTAL ADDRESS <i>Only complete if not receiving via email.</i>

Having your contact details enables us to contact you in our capacity as your scheme's Agent. The details do not form part of the records of the scheme unless there are specifically related by-laws or resolutions for your scheme.

MOBILE NUMBER	DAYTIME PHONE	AFTER HOURS PHONE	ALTERNATE CONTACT
			Full Name Phone

Return by email or post as per details below.

If you have any questions regarding this form, simply contact Strata Plus.

Please note that we have information guides on our website that provide detail on a variety of topics that are relevant to you as an owner.

THE OWNERS OF SP 76137 | MOTTO APARTMENTS | 2-14 EVE STREET, ERSKINEVILLE

NOMINEE

I
sole owner/co-owner/company nominee (please circle which is relevant)

of Lot in SP 76137

nominate

to stand for election to the strata committee at the annual general meeting (AGM)

Signed:

Date:

ACCEPTANCE OF NOMINATION

I
sole owner/co-owner/company nominee/non-owner (please circle which is relevant)

of Lot in SP 76137

- ✓ consent to the nomination to stand for election to the strata committee at the AGM, and
- ✓ have read the strata committee election information to confirm my eligibility, and
- ✓ declare the following pecuniary interest and
- ✓ disclose my connection with the original owner

Signed:

Date:

PLEASE NOTE

- + If you are a sole owner or company nominee and self-nominating, please complete both sections of the form
- + Sections 31 & 32 of the *Strata Schemes Management Act 2015 (NSW)* set out the eligibility requirements
- + Schedule 2 of the Act sets out the obligation to disclose a direct or indirect pecuniary interest in a matter to be considered at a meeting.
- + If there are no declarations of interest or connected person disclosures then write "N/A"
- + Forms should be returned to our office prior to the meeting if possible.

If you have any questions, simply contact your Strata Plus strata manager.

MINUTES OF ANNUAL GENERAL MEETING

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

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

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

PRESENT:

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

PRESENT BY PROXY:

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

IN ATTENDANCE:

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

Those present determined that Mark Stephenson chair the meeting.

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

The meeting was declared open at 6:30pm

Minutes

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

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

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

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

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

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

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

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

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

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

MINUTES OF STRATA COMMITTEE MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held immediately after the Annual General Meeting

on Thursday, 22 November 2018

at the Alexandria Town Hall, 73 Garden Street, Alexandria

PRESENT:

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

IN ATTENDANCE:

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

Those present determined that Joshua Jasnos chair the meeting.

The chairperson declared a quorum

MINUTES

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

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

Notice is hereby given to all members that the
Annual General Meeting is to be held at:



Alexandria Town Hall, 73 Garden Street, Alexandria

Thursday, 22 November 2018
to commence at **6:00 PM**



Annual General Meeting

Owners Corporation Strata Plan No. 76137
2-14 Eve Street ERSKINEVILLE NSW 2043

MINUTES OF STRATA COMMITTEE MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held on Wednesday, 2 May 2018

in the Crown Boardroom of Strata Plus, Level 2, 80 Cooper Street, Surry Hills

PRESENT:	L Bousfield - Member	Lot 70
	M Lawler - Member	Lot 88
	A Adam - Member	Lot 98
	C Carr - Secretary	Lot 117
	B Farr - Member	Lot 140
	M Stephenson - Chairperson	Lot 162
APOLOGIES:	C Lush - Member	Lot 48
	L Purvis - Member	Lot 97
	G Beckwith - Treasurer	Lot 157
IN ATTENDANCE:	S Adams	Lot 126
	M Kavanagh	Integrated Building Consultancy (IBC)
	G Candi	Building Management Headquarters Pty Ltd
	M Wickey	Strata Plus Pty Ltd

Those present determined that Mark Stephenson chair the meeting.

The chairperson declared a quorum, and the meeting was opened at 6:30pm.

MINUTES

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	RESOLVED that pursuant to section 34 of the Strata Schemes Management Act 2015, the Strata Committee receive and accept the appointment of any acting members of the Strata Committee for the purpose of this and/or any future meetings of the Strata Committee. The following have previously been noted: <ul style="list-style-type: none"> + B Farr appointed C Carr to be substitute + C Beckwith appointed M Stephenson to be substitute + M Lawler appointed C Carr to be substitute + C Carr appointed B Farr to be substitute + A Adam appointed L Bousfield to be substitute + M Stephenson appointed C Beckwith to be substitute + L Purvis appointed A Adam to be substitute + L Bousfield appointed A Adam to be substitute + C Lush appointed B Farr to be substitute
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last committee meeting held 15 March 2018 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	It was noted that the Strata Committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
FINANCIAL MATTERS		
MOTION 4	FINANCIAL STATEMENTS	RESOLVED that the financial statements as presented by Strata Plus for the period ending 31 March 2018 be adopted.
MOTION 5	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.

		<p>Note: The following amounts are already invested in term deposits:</p> <ul style="list-style-type: none"> + \$24,744.95 matures 02/07/2018 (90 days) + \$350,086.64 matures 21/07/2018 (180 days) + \$208,442.64 matures 22/04/2018 (90 days)
MOTION 6	AGED ARREARS AND DEBT RECOVERY	<p>RESOLVED that the aged arrears report was tabled and reviewed and further directions be given for Strata Plus to recover arrears in accordance with their standard procedures including but not limited to the following:</p> <ul style="list-style-type: none"> + Lot 3 (Unit 1216) Debbie & Andrew Kladis – 3 quarters overdue – balance \$5,063.82 – the Strata Committee agreed to accept the payment plan, this will be the last time that a payment plan will be agreed to.
GOVERNANCE & COMPLIANCE		
MOTION 7	BY-LAW NON-COMPLIANCE	<p>RESOLVED that the Strata Manager can issue a notice of the owners corporation on an owner or occupier requiring them to comply with a specific by-law. The instruction is to be given by either the building manager or the secretary and one other member of the committee.</p> <p>Note: No breaches were reported at this time.</p>
MOTION 8	APPLICATIONS & APPROVALS	<p>THAT the Strata Committee consider any applications for approval and issue instructions accordingly but not limited to the following:</p> <ul style="list-style-type: none"> + Lot 139 – Timber floor application (owner has confirmed that they are waiting on amended quotes from contractor). <p style="text-align: right;">MOTION DEFERRED</p>
MOTION 9	PROJECT COMMITTEES	<p>RESOLVED that the delegated Project committees provide an update on the following and issue instructions accordingly. The following was noted:</p> <ol style="list-style-type: none"> 1. Nassau Lane Dedication – the RHM report has been sent to City of Sydney and Grace Lawyers. Currently waiting on advice from Grace Lawyers and feedback from City of Sydney. 2. McDonald Street - Garbage Holding Room – the sub-committee met with the architect and they have agreed to reduce their fees due to miscommunication of the design that the owners corporation was wanting. Currently waiting on information from Daniel Barber before any further action is taken. 3. Buildings Remediation & Painting Program - M Kavanagh from IBC attended the meeting by invitation to discuss the painting and remediation project. The following was noted: <ul style="list-style-type: none"> + IBC originally competed a scope of works and tender for the repainting and remediation works. + When the report was undertaken it was noted that the building was not in a bad condition and most of the remediation works can be undertaken at the same time as the painting. He does not recommend proceeding with the works now due to the environment and it could potentially be delayed for another 12-18 months. If the painting is done correctly (i.e. not painting when the walls are continually dirty and dusty from neighbouring developments) the owners corporation could potentially get a 15-life year span out of the painting. + The most cost-effective process is to complete the entire site rather than staging buildings due to the excessive cost of relocating the scaffolding back to site. + If there is any concrete spalling the repairs undertaken are charged on a per litre basis. + He has estimated there will be a 4% increase on the original tender for a February 2020 commencement of works. 4. Enclosure of Motto – this matter was deferred.
MOTION 10	SUB-COMMITTEES	<p>RESOLVED that the delegated Sub-committees provide an update on the following and issue instructions accordingly. The following was noted:</p> <ol style="list-style-type: none"> 1. By laws review – the sub-committee aim to present the review of the by-laws at the AGM. Further feedback is required from the Strata Committee after the General Meeting has been held and will then be forwarded to owners for feedback.

		<p>2. Building and Maintenance/Building Remediation and Repairs – refer to additional notes below.</p> <p>3. Communications/Liaison – the following was noted:</p> <ul style="list-style-type: none"> + The rectification of the driveway gardens beds by RCC are almost complete. Irrigation is to be fixed and frangipanis to be planted. + The re-installation of the timber slats behind garbage bins have commenced by RCC. + There appears to be a gap between the driveway for the 1A development located on Hadfields Street and the boundary of Motto. + The sheet piling in the basement along the driveway going up to the terraces is the only dividing fence between 1A Coulson and Motto. It was noted that RCC were backfilling this area with soil against Motto's sheet piling. They have now stopped the back filling whilst it is determined on how to proceed. An engineer is required to inspect the back filling. <p>4. Grounds and Gardens – this matter was deferred.</p>
MOTION 11	ARCHIVING OF INFORMATION	<p>THAT the strata committee discuss the procedure for how information is archived by Strata Plus and issue instructions accordingly.</p> <p style="text-align: right;">MOTION DEFERRED</p>
BUILDING MANAGEMENT & MAINTENANCE		
MOTION 12	BUILDING MANAGERS REPORT	<p>RESOLVED that the Building Managers report be tabled and received, and that the Strata Committee issue instructions accordingly including but not limited to the following:</p> <ul style="list-style-type: none"> + FIP – the installation of the smoke alarms has been completed however it has now been determined that the fans in the garage do not work with the new fire panel. The fans need to be recalibrated however the fire contractor is unable to provide a price until they have tested one. AED is to confirm as to why the fans are not included in the scope of works. The contractor is to provide a fee to complete 4 hours of work and if 8 hours is required to then advise the Building Manager to repair one fan so that quotes to repair the additional 2 fans are available. + Landscaping – Strata Manager to reallocate expenditure of \$8,040.00 from 178400 Maint Grounds—Lawns & Gardening to 278200 Maint Grounds – Landscaping & Gardening for repair to irrigation system. + Diagnostech report – email the report to the Strata Committee requesting 48 hours to respond, those responses received will be the approval to proceed.
MOTION 13	FINANCE FOR BUILDING REMEDIATION & PAINTING WORKS	<p>RESOLVED that the strata committee be provided with an update regarding the financing of the project and provide further instructions. The following was noted:</p> <ul style="list-style-type: none"> + It was agreed that IBC have the quotes repriced so that options for raising the funds can be determined. + The proposed options are to be presented to the owners at the upcoming AGM and information on the matter is to be sent to owners before the next Strata Committee meeting.
MOTION 14	RECYCLING INITIATIVES	<p>THAT the strata committee discuss the various City of Sydney recycling initiatives and issue instructions accordingly.</p> <p style="text-align: right;">MOTION DEFERRED</p>
MOTION 15	SCHINDLER LIFT EMERGENCY PHONE LINE	<p>THAT the Strata Committee discuss the attached quote from Schindler for the amount of \$11,055.00 for the installation of 3 Dual Sim Network Systems for the lift emergency phone lines.</p> <p style="text-align: right;">MOTION DEFERRED</p> <p><i>Note: The Strata Manager to confirm when the deadline for is conversion and advise the Strata Committee.</i></p>
MOTION 16	CORRESPONDENCE	<p>RESOLVED that the Strata Committee table and discuss any items of correspondence and resolve to make any decisions necessary in that regard including but not limited to the following:</p>

		<ul style="list-style-type: none"> + Lot 98 – forthcoming general meeting and clarification on responsibility of lot owners/owners corporation and timber decking. The Building Manager is to complete an audit of decks. + Unit 3216 – the agent of this unit would like the owners corporation to consider having the upstairs windows cleaned as a result of the building works in Eve Street – the window cleaning will be deferred until all building works are completed.
MOTION 17	STANDING INSTRUCTIONS	<p>RESOLVED that the strata committee provides further standing instructions to the Building Manager or Strata Managing Agent concerning the management and maintenance of the common property.</p> <p>Note: <i>There were no further instructions given at this time.</i></p>
NEXT MEETING		
MOTION 18	GENERAL MEETING	<p>THAT the Strata Committee authorise the managing agent to call a general meeting to endorse a motion to develop a pedestrian walk through to Hadfield Street from Nassau Lane by cutting through the existing wall to create a gap to allow pedestrians, bicycle access (no auto/motorcycle access) and disability accessible and for the owners corporation to resolve the financing for building remediation and painting works.</p> <ul style="list-style-type: none"> + The Strata Committee agreed to support the motion for the cut through of the existing wall at a General Meeting. <p style="text-align: right;">MOTION DEFERRED</p> <p>Note: <i>The determination of the General Meeting date was deferred.</i></p>
MOTION 19	NEXT MEETING	<p>RESOLVED that the next Strata Committee meeting will be held at 6:30pm on Thursday, 12 July 2018 in the Crown Boardroom of Strata Plus, Level 2, 80 Cooper Street, Surry Hills.</p>
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 8:50pm.</p>

MINUTES OF STRATA COMMITTEE MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held on Thursday, 25 October 2018

in the Cooper Boardroom of Strata Plus, Level 2, 80 Cooper Street, Surry Hills

PRESENT:

C Lush - Member	Lot 48
L Bousfield - Member	Lot 70
M Lawler - Member	Lot 88
L Purvis - Member	Lot 97
A Adam - Member	Lot 98
C Carr - Secretary	Lot 117
B Farr - Member	Lot 140
M Stephenson - Chairperson	Lot 162

IN ATTENDANCE:

G Candi	Building Management Headquarters Pty Ltd
L Sahin	Strata Plus Pty Ltd

Those present determined that Mark Stephenson chair the meeting.

The chairperson declared a quorum, and the meeting was opened at 6.30 PM

MINUTES

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	<p>RESOLVED that pursuant to section 34 of the Strata Schemes Management Act 2015, the Strata committee receive and accept the appointment of any acting members of the Strata committee for the purpose of this and/or any future meetings of the Strata committee. The following have previously been noted:</p> <ul style="list-style-type: none">+ B Farr appointed C Carr to be substitute+ M Lawler appointed C Carr to be substitute+ C Carr appointed B Farr to be substitute+ A Adam appointed L Bousfield to be substitute+ M Stephenson appointed C Beckwith to be substitute+ L Purvis appointed A Adam to be substitute+ L Bousfield appointed A Adam to be substitute+ C Lush appointed B Farr to be substitute
MOTION 2	CONFIRMATION OF MINUTES	<p>RESOLVED that the minutes of the last Committee meeting held 12 July 2018 be confirmed as a true and accurate record of that meeting.</p>
MOTION 3	STRATA COMMITTEE RESIGNATION & VACANCY	<p>1. RESOLVED that the notice of resignation of G Beckwith Lot 157 be accepted and a note of thanks to her for her work as Treasurer and member of the SC.</p> <p>2. RESOLVED that a new committee member be appointed by the Strata committee on behalf of the Owners Corporation for the balance of his or her predecessors term in accordance with <i>Section 35(2) of the Strata Schemes Management Act 2015</i>.</p> <p>It was determined that the strata committee Elect Raymond Treuer of Lot 53 to fill the vacancy on the committee and subsequently be elected as the Treasurer of the committee.</p>
MOTION 4	PECUNIARY INTEREST	<p>RESOLVED that the strata committee:</p>

		<p>(a) Receive any disclosures regarding pecuniary interests;</p> <p>(b) Record the details of these interest in the disclosure book;</p> <p>(c) For each disclosure made, determine whether that member can:</p> <ol style="list-style-type: none"> Be present during the deliberations for that matter, or Take any part in the decision making of that matter <p>It was noted that no pecuniary interests were disclosed or received.</p>
FINANCIAL MATTERS		
MOTION 5	FINANCIAL STATEMENTS	<p>RESOLVED that the Financial Statements for the period ending 30 September 2018 as attached be adopted.</p> <p>The financial statement of accounts as presented at the meeting are subject to further discussion and clarification by the strata managing agent as a result of change in financial software and presentation of accounts.</p> <p>The strata managing agent is further requested to confirm/action:</p> <ul style="list-style-type: none"> + The order of approvals on the online portal/approval system + Arrange for the Treasurer to be set-up for online invoice approvals
MOTION 6	BUDGET REVIEW	<p>RESOLVED that the committee review the draft budget for the next financial year and provide further instructions. The following was noted:</p> <ul style="list-style-type: none"> + Amendments be made to the draft budget as follows: <ol style="list-style-type: none"> Capital Works Fund Expense 264200 be increased from \$5,000.00 to \$20,000.00. Capital Works Fund Expense 216151 be removed from the budget. Capital Works Fund Expense 267500 be decreased from \$80,000.00 to \$30,000.00. the replacement of the intercom is to be completed in stages over three years. Capital Works Fund Expense 278200 be decreased from \$30,000.00 to \$10,000.00. Capital Works Fund Expense 279510 be decreased from \$200,000.00 to \$20,000.00 Capital Works Fund Expense 279200 be decreased from \$100,000.00 to \$5,000.00 + The overall Capital Works Fund Contributions are to remain the same to increase end of year surplus. + The updated budget/new budget format is to be circulated and reviewed by the strata committee subject to the amendments resolved. + The managing agent is to hold an informal meeting to address the change of account coding and provide guidance/assistance with reviewing and reading of the new formatted financial reports. A comparison sheet is to be provided with clarity on the changeover of prior accounts codes to current account codes. + The strata managing agent is to provide information on how Strata Loans work, and the process for striking a special levy/liability of levy contributions. + M Stephenson is to circulate to L Sahin a copy of the Building Remediation Funding Model.

MOTION 7	TERM DEPOSITS	<p>RESOLVED that the term deposits be noted and instruction regarding renewal be provided.</p> <p>determined that:</p> <ul style="list-style-type: none"> + Term deposit in the sum of \$209,663.89 due to mature on 22/10/2018 be renewed. + Term deposit in the sum of \$354,101.61 due to mature on 21/01/2019 be reviewed closer to date of maturity.
MOTION 8	AGED ARREARS AND DEBT RECOVERY	<p>RESOLVED that the aged arrears report was tabled and reviewed and further directions be given for Strata Plus to recover arrears in accordance with their standard procedures including but not limited to the following:</p> <ul style="list-style-type: none"> + Lot 15 (Unit 1205) G Allison – 3 quarters overdue – balance \$2,717.58– noting that David Le Page Solicitors have been appointed. <p>The strata managing agent is to confirm the status of the outstanding arrears with the appointed debt recovery firm.</p>
GOVERNANCE AND COMPLIANCE		
MOTION 9	BY-LAW NON-COMPLIANCE	<p>RESOLVED that the Strata Manager can issue a notice of the owners corporation on an owner or occupier requiring them to comply with a specific by-law. The instruction is to be given be either the Building Manager or the secretary and one other member of the Committee.</p> <p>No matters of by-law non-compliance were raised.</p>
MOTION 10	DRAFT BY-LAW GARDEN BED	<p>RESOLVED that the Strata committee be provided with an update from the By-laws Sub-Committee regarding the draft by-law to remove the garden bed wall/planter box at their individual units and provide further instructions.</p> <p>The following matters were noted and discussed:</p> <ul style="list-style-type: none"> + Clarification regarding responsibility of the internal wall abutting the internal courtyard garden beds is to be provided by the strata managing agent. + Confirmation is required as to which lots are acquiring the removal of the wall. The strata managing agent with liaise with the respective owners regarding the process for obtaining exclusive use of the areas in question.
MOTION 11	APPLICATIONS AND APPROVALS	<p>RESOLVED that the Strata committee consider any applications for approval and issue instructions accordingly but not limited to the following:</p> <ul style="list-style-type: none"> + Lot 155 – A/C application <p>It was noted that the air conditioning application submitted by Lot 155 be approved.</p>
MOTION 12	PROJECT COMMITTEES	<p>RESOLVED that the delegated Project Committees provide an update on the following and issue instructions accordingly.</p> <ul style="list-style-type: none"> + Nassau Lane Dedication - Legal services to be approved by general meeting. The managing agent is to follow up with the City of Sydney Council with regards to arranging a meeting with the owners corporation and Council to discuss the matters further. + McDonald St-Garbage Holding Room – Matter is determined as closed. + Buildings Remediation & Painting Program – As discussed in Motion 6. + Enclosure of Motto Grounds – Matter is to be deferred until further notice.
MOTION 13	SUB-COMMITTEES	<p>RESOLVED that the delegated Sub-committees provide an update on the following and issue instructions accordingly:</p>

		<ul style="list-style-type: none"> + By-laws review - Cost agreement from Strata Specialist Lawyers for review of by-laws attached. The following matters were noted: <ul style="list-style-type: none"> + Strata committee have determined to accept costing in the sum of \$1,100.00 for by-law review. + By-laws are to be completed in preparation of the annual general meeting to be voted upon. + By-Law Sub Committee to provide a briefing note for lot owners that indicates the changes/modifications/amendments to respective by-laws. + Building and Maintenance/Building Remediation and Repairs – The following matters were noted and discussed: <ul style="list-style-type: none"> i. Intercom Handset Replacement – A staged intercom replacement program is to be implemented. An allocation of \$30,000.00 will be budgeted until all handsets have been replaced. Handsets removed from the initial stages will be re-used/recycled for any repairs required in other buildings. ii. Lot 127 Balcony Inspection – The managing agent is to confirm if a consultant has been engaged to undertake an inspection to the balcony of Lot 127. + Communications/Liaison – Strata Managing Agent is to confirm as to whether correspondence has been issued to Richard Crookes Construction requesting a dilapidation report from the neighbouring site. + Grounds and Gardens – The following matters were noted and discussed: <ul style="list-style-type: none"> i. Quotations obtained by building management are to be reviewed and considered by the Gardens sub-committee. ii. Referees and addresses for services are to be obtained by the building manager for the quoting contractors for discussion and review of sub-committee.
BUILDING MANAGEMENT & MAINTENANCE		
MOTION 14	BUILDING MANAGER'S REPORT	<p>RESOLVED that the Building Managers Report be tabled and reviewed and further instruction provided relating to this report and/or the common property.</p> <p>The matters were noted and discussed:</p> <ul style="list-style-type: none"> + AFSS Compliance – Two matters currently outstanding for compliance being the landing valve overhaul and annual diesel pump service. Works scheduled to be completed by 07.11.2018. + Nassau Lane Fire Doors – Work order has been issued to UPM and works are to commence on 26.10.2018. + Richard Crookes Items; <ul style="list-style-type: none"> i. Driveway light has been delivered and is sitting in warehouse for contractor to install. ii. Stain and seal replacement timber fencing requires one more coat. + Pool – Further cracks were noted to have appeared in the pool. A small allowance has been made to maintain and undertake minor repairs to the pool. + Intercom – As discussed in Motion 6 all intercom handsets are to be replaced over a course of three years with an allocation of \$30,000.00 to be budgeted for the replacement per year.

		<ul style="list-style-type: none"> + Landscaping – As discussed in Motion 13 the sub-committee is to obtain references from quoting contractors for further consideration of quotations.
MOTION 15	FINANCE FOR BUILDING REMEDIATION & PAINTING WORKS	<p>RESOLVED that the Strata committee be provided with an update regarding the financing of the project and issue instructions accordingly. The following was noted:</p> <ul style="list-style-type: none"> + The building remediation and painting funding program is to be further discussed with the strata managing agent with clarity on implications of a Strata Special Levy and/or Strata Loan prior to the annual general meeting. + The building remediation and painting funding program be circulated to L Sahin for further review.
MOTION 16	RECYCLING INITIATIVES	<p>RESOLVED that the Strata committee discuss the various City of Sydney recycling initiatives and issue instructions accordingly.</p> <p>It was determined that no additional initiatives be implemented.</p>
MOTION 17	5-YEARLY OVERHAUL HYDRANT SYSTEM	<p>RESOLVED that the Strata committee be provided with an update from Guardian in relation to their quote for these works and issue further instructions. The following was noted:</p> <ul style="list-style-type: none"> + Further information is to be sought from Building Management regarding status of quotation. + No further action is required until further costings are received.
MOTION 18	TENDER ANALYSIS – UNITS 2303, 2402 & 2502	<p>RESOLVED that the Strata committee review and discuss the Remedial Works Tender Analysis from Diagnostech for units 2303, 2402 and 2502 noting that CJ Duncan is the recommended contractor and issue further instructions. The following was noted:</p> <ul style="list-style-type: none"> + It was determined that CJ Duncan Builders be engaged for the works and that the quotation in the sum of \$40,366.08 be accepted. + Home Building Compensation Fund Insurance and a Home Building Contract is to be executed/obtained prior to commencement of works. + The strata managing agent is to liaise with the owners of the said apartments and advise of the engagement of a contractor for the works.
MOTION 19	INSURANCE	<p>RESOLVED that the Strata committee review the below quotes to conduct a valuation for insurance purposes and provide further instructions:</p> <ul style="list-style-type: none"> + Solutions IE have quoted \$898.00. + BIV have quoted \$1,991.00. + AG Thomas Valuers have quoted \$440.00. <p>The strata committee determined to engage the services of A G Thomas Valuers to undertake the valuation and the costs of \$440.00 be accepted.</p>
MOTION 20	STANDING INSTRUCTIONS	<p>RESOLVED that the Strata committee provides further standing instructions to the Building Manager or Strata Managing Agent concerning the management and maintenance of the common property.</p> <p>The following matters were noted and discussed:</p> <ul style="list-style-type: none"> + That the Alexandria Town Hall be confirmed as the venue for the annual general meeting to be held on 22 November 2018 and that the costs of \$288.75 for the venue hire be accepted.
NEXT MEETING		
MOTION 21	NEXT MEETING	<p>RESOLVED that the Annual General Meeting will be held on Thursday, 22 November 2018 commencing at 6:00pm at the Alexandria Town Hall located at 73 Garden Street, Alexandria.</p>
CLOSURE		<p>There being no further business the Chairperson declared the meeting closed at 8.11 PM.</p>

MINUTES OF STRATA COMMITTEE MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held on Monday, 6 May 2019 at 6:30pm

in the Crown Boardroom of Strata Plus, Level 2, 80 Cooper Street, Surry Hills NSW 2010

PRESENT:

R Treuer- Treasurer	Lot 53
L Bousfield - Chairperson	Lot 70
A Adam - Secretary	Lot 98
C Carr- Member	Lot 117
K Andrews- Member	Lot 143
M Stephenson - Member	Lot 162
C Lush - Member	Lot 162 (nominee)

APOLOGIES:

M Lawler - Member	Lot 88
L Purvis - Member	Lot 97

IN ATTENDANCE:

Lisa & Antonio Delle Donne	Lot 9 arrived at 6:50pm left 7:39pm
G Candi	Building Management Headquarters Pty Ltd
J Jasnos	Strata Plus

Those present determined that Lynne Bousfield chair the meeting.

The chairperson declared a quorum and the meeting opened at 6:30pm.

MINUTES

STATUTORY MATTERS																										
MOTION 1	ACTING MEMBERS	RESOLVED that pursuant to section 34 of the Strata Schemes Management Act 2015, the Strata Committee receive and accept the appointment of any acting members of the Strata Committee for the purpose of this and any future meetings of the Strata Committee. 1. M. Lawler to C. Carr 2. L. Purvis to A. Adam				Section 34 of the Act																				
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last Committee meeting held 14 March 2019 be confirmed as a true and accurate record of that meeting.																								
MOTION 3	PECUNIARY INTEREST	It was noted that the Strata Committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.																								
FINANCIAL MATTERS																										
MOTION 4	FINANCIAL STATEMENTS	RESOLVED that the Financial Statements for the period ending 30 April 2019 as attached be adopted.																								
MOTION 5	TERM DEPOSITS	RESOLVED that the term deposits be noted and instruction regarding renewal be provided. <table><thead><tr><th>Inst</th><th>Balance</th><th>Term</th><th>Rates</th><th>Maturity</th></tr></thead><tbody><tr><td>Macquarie Bank</td><td>25,334.67</td><td>90</td><td>2.40%</td><td>01/07/2019</td></tr><tr><td>Macquarie Bank</td><td>213,646.02</td><td>90</td><td>2.40%</td><td>23/04/2019</td></tr><tr><td>Macquarie Bank</td><td>358,427.47</td><td>180</td><td>2.45%</td><td>22/07/2019</td></tr></tbody></table>				Inst	Balance	Term	Rates	Maturity	Macquarie Bank	25,334.67	90	2.40%	01/07/2019	Macquarie Bank	213,646.02	90	2.40%	23/04/2019	Macquarie Bank	358,427.47	180	2.45%	22/07/2019	
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MOTION 6	AGED ARREARS AND DEBT RECOVERY	<p>Strata Plus tabled the aged arrears report, which the Strata Committee reviewed, noting the following:</p> <p>Lot 15 (Unit 1205) G Allison – 3 quarters overdue – balance \$4,974.85.</p> <p>RESOLVED that Strata Plus instruct David Le Page Solicitors to progress recovery.</p>	
GOVERNANCE AND COMPLIANCE			
MOTION 7	MATTERS ARISING FROM 2018 AGM	<p>The Strata Committee considered matters arising from the 2018 Annual General Meeting. In particular, the Committee discussed the proposed exclusive use by-laws a number of owners had proposed to allow them to alter their garden walls.</p> <ol style="list-style-type: none"> 1. RESOLVED that the exclusive use by-laws be put to the Owners Corporation in a paper Extraordinary General Meeting (EGM). 2. RESOLVED that Strata Plus provide the Strata Committee with an estimate of the cost of a paper EGM. 3. RESOLVED that Strata Plus ask the interested owners: <ul style="list-style-type: none"> • for plans, drawings and details of each proposal for the Strata Committee's consideration, if not already provided and • to agree to share the costs of the paper EGM. 	
MOTION 8	BUILDING MANAGER'S AGREEMENT	<p>The Strata Committee considered the Building Manager's agreement.</p> <p>RESOLVED that:</p> <ul style="list-style-type: none"> • Strata Plus provide Committee members with the previous scope of duties and • Strata Plus and R. Treuer provide Committee members with other building management agreements for their consideration. 	
MOTION 9	BY-LAW NON-COMPLIANCE	<p>RESOLVED that:</p> <ul style="list-style-type: none"> • The Strata Manager may, on behalf of the Owners Corporation, issue a notice on an owner or occupier requiring them to comply with a specific by-law. • Either the Building Manager, or the Secretary and one other member of the Committee, may give the instruction to the Strata Manager. 	Section 146 (4) of the Act
MOTION 10	STRATA COMMITTEE'S TERMS OF ENGAGEMENT/ CODE OF CONDUCT	<p>The Strata Committee discussed its Code of Conduct.</p> <p>RESOLVED that Strata Plus and R. Treuer provide Committee members with comparable strata codes of conduct for consideration.</p> <p>Otherwise, the Strata Committee deferred review of the Code of Conduct.</p>	
MOTION 11	ARCHIVING OF INFORMATION	<p>The Strata Committee discussed record keeping, use of the records email and procedure for archiving information by Strata Plus.</p> <p>RESOLVED that the Committee consider:</p> <ul style="list-style-type: none"> • a date and description naming convention for documents (for example, '190506 Minutes, Strata Committee Meeting') • using OneDrive as a document repository and • the matter further at a future Committee meeting. 	
MOTION 12	APPLICATIONS AND APPROVALS	<p>The Strata Committee considered applications for approval.</p> <ol style="list-style-type: none"> 1. <u>Existing application, tile and underfloor heating, Lot 162</u> <p>NOTED that:</p> <ul style="list-style-type: none"> • Strata Plus had told the Committee that it had advised the Applicant that an exclusive by-law was required. • Strata Plus would provide the Applicant with a draft exclusive use by-law with a view to inclusion in the paper EGM for the garden wall by-laws. <ol style="list-style-type: none"> 2. <u>New application, fly screen, 18 Nassau Lane</u> <p>DEFERRED pending Building Manager's advice.</p>	

MOTION 13	PROJECTS	<ol style="list-style-type: none"> <u>Nassau Lane Dedication</u> RESOLVED that Strata Plus instruct Grace Lawyers to seek barrister's advice, as foreshadowed at the Annual General Meeting. <u>Buildings Remediation and Painting Program</u> RESOLVED that Strata Plus obtain alternative quotation for contract management in contrast to IBC. 	
MOTION 14	SUB-COMMITTEES	<ol style="list-style-type: none"> <u>By-law Review</u> RESOLVED that Strata Plus provide A. Adam with the most recent Word version of the current by-laws. RESOLVED that the by-law review proceed as follows: <ul style="list-style-type: none"> The Owners receive: <ul style="list-style-type: none"> a copy of the consolidated by-laws an explanation of the current proposed changes and a call out for any additional issues. The Strata Committee will review the Owners' feedback. The Owners Corporation's lawyers will be provided with the proposed draft by-laws for quality control. The proposed changes will be put to the Owners at the 2019 Annual General Meeting. <u>Grounds and Gardens</u> NOTED that new contractor has started and is performing well. 	
BUILDING MANAGEMENT & MAINTENANCE			
MOTION 15	BUILDING MANAGER'S REPORT	<p>The Building Manager tabled his report. The Committee discussed it with him and with the Strata Manager.</p> <ol style="list-style-type: none"> <u>Landscaping, page 3</u> RESOLVED to plant an additional matching magnolia on the west side of the stormwater drain to allay any trip hazard concerns. <u>Timber maintenance, page 4</u> RESOLVED to engage KO Painting Services to paint the Common Property courtyard facing timber fences, benches, pool pergola, Eve St, Macdonald, Nassau Lane fences, Bin Enclosure and border fencing. <u>Bunker lights driveway lights, pages 4 and 5</u> RESOLVED to ask IBC to include replacing these in the scope of works for the remediation works. <u>Access to M1</u> RESOLVED that the Building Manager offer to recode M1 swipes to access M2 lifts while the M1 lift is out of service. <u>Skylights, pages 11 and 12</u> <ol style="list-style-type: none"> RESOLVED to engage Sewer Surgeon to replace lead flashing to skylights. RESOLVED to defer consideration of the M1 skylights until they can be inspected as part of the remediation works. 	
MOTION 16	M1 LIFT UPGRADE	<p>The Strata Committee considered the M1 lift upgrade and the quotations for inspection and report on the state of the lifts.</p> <p>The M1 lift is currently out of order due to lack of parts from Access Elevators. The Building Manager is liaising with Schindler Lifts, the current service contractor.</p> <ol style="list-style-type: none"> RESOLVED that the Strata Manager seek an urgent update from Schindler Lifts. RESOLVED that the Strata Manager accept part one of ABN Lift Consultants' proposal for to inspect and report on the M1 lift only. 	

MOTION 17	INTERCOM UPGRADES	<p>The Strata Committee considered the upgrades to intercoms in M1, M2 and M3. In particular, the Committee considered whether to use Comelit (supplier of the new equipment in the Terraces) or Biticino.</p> <p>RESOLVED that the Building Manager ask Biticino for a quotation and timeline to upgrade intercoms in all buildings, with video access.</p>	
MOTION 18	REPAIRS TO UNIT 2502 BALCONY STEEL POSTS	<p>The Strata Committee considered the repairs to unit 2502 balcony steel posts.</p> <p>RESOLVED that the Building Manager:</p> <ol style="list-style-type: none"> confirm with CJ Duncan and Diagnostech whether the window works are complete and seek quotations for repair of the three rusted posts using the Diagnostech's 3 May 2019 report. 	
MOTION 19	NASSAU LANE CUT THROUGH	<p>The Strata Committee considered the Nassau Lane cut through.</p> <p>RESOLVED to proceed with Daniel Barber's proposal to contact the City of Sydney.</p>	
MOTION 20	GARBAGE HOLDING ROOM	<p>The Strata Committee considered the garbage holding room.</p> <p>RESOLVED to proceed with Daniel Barber's proposal to contact the City of Sydney to discuss the path and gutter.</p>	
MOTION 21	LONG-TERM PLANNING OF FUTURE PROJECTS	<p>The Strata Committee discussed the long-term planning of future projects.</p> <ol style="list-style-type: none"> M1 lift upgrade – See separate motion above Pool deterioration – Deferred, subject to future planning. Nassau Lane cut through – See separate motion above 	
MOTION 22	WORK HEALTH & SAFETY REPORT	<p>In relation to the Work Health and Safety (WHS) report undertaken in 2017, the Committee noted that all items had been attended to, other than those previously considered low risk.</p> <ol style="list-style-type: none"> RESOLVED that the 2017 WHS report be closed off. RESOLVED that the Committee seek a fresh WHS report was required once the remediation works are complete. 	
NEXT MEETING			
MOTION 23	NEXT MEETING	<p>RESOLVED that further Strata Committee meetings be held at Strata Plus, Level 2, 80 Cooper Street, Surry Hills on:</p> <ol style="list-style-type: none"> Monday, 17 June 2019 at 6:30pm Monday, 15 July 2019 at 6:30pm and Monday, 19 August 2019 at 6:30pm (budget meeting). <p>NOTED that members of the Strata Committee will meet informally on Monday 3 June 2019 at 6:00pm, with a view to holding further informal meetings before each Strata Committee meeting.</p>	
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 9:15pm.</p>	

MINUTES OF ANNUAL GENERAL MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held on Thursday, 14 November 2019

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

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

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

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

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

MINUTES

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

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

MOTION 13	ANNUAL FIRE SAFETY STATEMENT	<p>(a) RESOLVED that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorised the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) RESOLVED that the owners corporation authorized the following people to execute the AFSS on their behalf, in the following order:</p> <ul style="list-style-type: none">a. The secretary of the scheme, thenb. Lynne Bousfield thenc. Kelvin Andrews, thend. The managing agent <p>(c) Acknowledged that a fee of one hour of the director’s time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.</p>																
MOTION 14	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>RESOLVED that the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 26 May 2017; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p>																
FINANCIAL MATTERS																		
MOTION 15	TERM DEPOSITS	RESOLVED that the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.																
MOTION 16	APPOINTMENT OF AUDITOR	RESOLVED that the owners corporation appoint an auditor for the financial year ending 31 July 2020.																
BUDGET AND LEVY CONTRIBUTIONS																		
MOTION 17	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED that the Administrative Fund Budget for the financial year commencing 1 August 2019 be adopted and that levies of \$550,000.00 including GST (\$500,000.00 excluding GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2019 (already issued as per resolution of last year’s AGM)</td><td>\$134,227.50</td></tr><tr><td>1 November 2019 (already issued)</td><td>\$134,227.50</td></tr><tr><td>1 February 2020</td><td>\$140,772.50</td></tr><tr><td>1 May 2020</td><td>\$140,772.50</td></tr><tr><td>Total</td><td>\$550,000.00</td></tr></table> <p>RESOLVED that the first levy for the 1 August 2020 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2020</td><td>\$137,500.00</td></tr></table>	Due Date	Admin Incl. GST	1 August 2019 (already issued as per resolution of last year’s AGM)	\$134,227.50	1 November 2019 (already issued)	\$134,227.50	1 February 2020	\$140,772.50	1 May 2020	\$140,772.50	Total	\$550,000.00	Due Date	Admin Incl. GST	1 August 2020	\$137,500.00
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MOTION 18	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	RESOLVED that the owners corporation removed the 10% per item limitation of budget to actual expenditure.
MOTION 19	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none"> (a) the managing agent to issue reminder notices; (b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest; (c) the strata committee to provide consent for payment plans; (d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and (e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.
MAINTENANCE & REPLACEMENT WORKS		
MOTION 20	ONGOING MAINTENANCE & REPLACEMENT WORKS	<p>RESOLVED that the Owners Corporation consider the building remediation and painting program.</p> <p>It was noted by the Strata Committee members that a tender and interview process for a building consultant had been completed and the successful applicant was Landlay Pty Ltd. They offered a lower percentage rate to project manage the painting and remediation works projects, including compiling the scope of works and seeking tenders.</p> <p>The scope of works is still in progress and will be finalised imminently (with input from several people in the engineer and architecture sectors). The scope will be made available to owners upon submission by Landlay.</p> <p>Furthermore, the quotations for remediation and painting will also be issued to owners to review upon completion estimated to be in early 2020.</p> <p>It was also noted Dulux will give suggestions on three possible paint colour schemes that will be displayed on the building for consideration and voted on at the upcoming Extra Ordinary Meeting in 2020.</p> <p>RESOLVED that the Strata Committee set a date for the Owners Corporation for an Extraordinary General Meeting to review tenders received, to appoint the subcontractor and to review colour selection and timing.</p> <p>It was agreed a date for the Extraordinary General Meeting will be likely be held in early March 2020. Notice of the meeting including quotations and scope of works will be presented to owners three weeks prior to the meeting date.</p>
MOTION 21	BUILDING ANCHORS	<p>Pursuant to section 108 of the Strata Schemes Management Act 2015, the owners corporation SPECIALLY RESOLVED to add to common property by the installation of anchors to facilitate abseiling for painting and window cleaning and to reduce the need for scaffolding.</p> <p>It was noted the installation of anchor points will reduce costs for scaffolding during the painting and remediation works in 2020 by approx. 10-15%.</p> <p>A number of quotations have been issued to the Strata Committee and it was noted the amount for anchor points will likely be in the region of \$40,000 (to be confirmed once the two final contenders for the contract have been reviewed and negotiations completed).</p> <p><i>Note: All votes were in Favour (43 Votes cast)</i></p>
MOTION 22	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	RESOLVED that the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by QS Solutions be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.
MOITON 23	ADDITION TO COMMON PROPERTY	Pursuant to section 108 of the Strata Schemes Management Act 2015, the owners corporation SPECIALLY RESOLVED to add to common property by the

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

		<p>28.2 RESOLVED Proposed amended by-law 7.5 (Parking on common property) – 0 against</p> <p>28.3 RESOLVED Proposed by-law 7A (Parking agreements with the City) – 7 against</p> <p>28.4 RESOLVED Alternative A of proposed by-law 12A (Electric vehicle charging - Individual owners install charging in their car bays) – 0 against</p> <p>28.5 DEFEATED Alternative B of proposed by-law 12A (Electric vehicle charging - Charging available in a common property car bay) – 17 against</p> <p>28.6 RESOLVED Proposed by-law 17.1(g) (Pool access) – 0 against</p> <p>28.7 RESOLVED Proposed by-law 17.1(h) (Breakable items in pool area) – 6 against</p> <p>28.8 RESOLVED First sentence of proposed by-law 17.1(i) (Pool opening times) – 6 against</p> <p>28.9 DEFEATED Second sentence of proposed by-law 17.1(i) (Calling security and charging back to Lot) – 32 against</p> <p>28.10 RESOLVED Alternative A of proposed by-law 3.4 (Smoke penetration to lots – Tobacco and other smoking) – 3 against</p> <p>28.11 DEFEATED Alternative B of proposed by-law 3.4 (Extension of the prohibition on smoke penetration to smoke from non-gas BBQs, firepits and chimeneas) – 17 against</p> <p>28.12 RESOLVED Proposed by-laws 5.5 to 5.7 (Notifying of a change of use) – 0 against</p> <p>28.13 RESOLVED Proposed by law 5.8 (Short term letting) – 6 against</p> <p>28.14 DEFEATED Proposed by-laws 7.5 to 7.8 (Installing locks, safety devices, fly screens without consent) – 14 against</p> <p>28.15 RESOLVED Proposed by-laws 11.5 (Directions on waste disposal from the Owners Corporation and the City) – 0 against</p> <p>28.16 RESOLVED Proposed new by-law 11.7 (Prohibiting flushing nappies or non-flushable wipes down toilets) – 0 against</p> <p>28.17 DEFEATED Proposed by-law 13.4(c) (Multiple birds) – 15 against</p> <p>28.18 DEFEATED Proposed by-law 13.4(d) (Bees) – 21 against</p> <p>28.19 DEFEATED Proposed by-law 13.5 (Bird enclosures on balconies and external terraces) – 18 against</p> <p>28.20 RESOLVED Proposed by-law 13.6 (Animals on common property) – 3 against</p> <p>28.21 RESOLVED Proposed by-law 13.1 (Pet applications) – 9 against</p> <p>28.22 RESOLVED Proposed by-law 13.3 (Proof of entitlement to keep an assistance animal) – 9 against</p> <p>28.23 RESOLVED Proposed by-law 2.1 (Electronic voting on applications to the Strata Committee) – 2 against</p> <p>28.24 RESOLVED Proposed by-law 14.1 (Allowing the Strata Committee to make rules to govern common property) – 4 against</p> <p>28.25 DEFEATED Remove by-law 8(b) (Removing the ability of the Owners Corporation to decide not clean inaccessible windows on lot boundaries) – 17 against</p> <p>Note: Due to the complexity of the voting process, a ballot vote was undertaken to determine the outcome of each bylaw proposed. It was noted that there was a total of 43 votes cast for the above motions with the 'against' votes noted for reference.</p>
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MOTION 29	BY-LAWS	<p>The Owners Strata Plan No. 76137 <i>SPECIALLY RESOLVED</i> pursuant to section 141 of the Strata Schemes Management Act, 2015 (NSW) amend its By-Laws to adopt the change marked up in the annexure attached to the notice of meeting:</p> <p>(a) in by-law 1.1:</p> <p>(i) to amend the definitions of ‘Development Act’, ‘Exclusive Use By-law’, ‘Management Act’ and ‘Managing Agent’</p> <p>(ii) to delete the definitions of ‘Display Apartment’ and ‘Executive Committee’ and</p> <p>(iii) add the definition of ‘Strata Committee’</p> <p>(b) throughout the by-laws, to replace ‘Executive Committee’ with ‘Strata Committee’</p> <p>(c) in by-law 7.3, to replace ‘s62 of the Management Act’ with ‘section 106 of the Management Act’ and</p> <p>(d) delete by-law 28 (Display Apartment).</p> <p><i>Note: All votes were in Favour (43 Votes cast)</i></p>
MOTION 30	REPLACEMENT OF BY-LAWS	RESOLVED that the Secretary or their delegate prepare a consolidated copy of the by-laws to incorporate the outcome of the forgoing motions.
NASSAU LANE DEDICATION		
MOTION 31	UPDATE ON NASSAU LANE DEDICATION	<p>RESOLVED that the Owners Corporation consider the Nassau Lane dedication.</p> <p>It is noted the Owners Corporation engaged Barrister Heather Irish in 2018.</p> <p><i>Ms Irish recommended Grace Lawyers inspect the City’s file. This extended process took from April to October. In October, Ms Irish noted that the City’s internal experts had suggested that, since the southern wall was stable, a solution might be to beautify the wall (leaving the posts in place) and to accept the dedication of the road. We instructed Grace Lawyers to point this out to the City and to seek an opportunity to discuss the matter with it again. Despite our request to be present to present our case, City officers met on 31 October and as no outcome was determined decided to meet again. We await the outcome of this meeting.</i></p> <p>Furthermore it was discussed the Strata Committee to consider obtaining quotations for the wall’s renovation to establish the potential costs.</p>
OTHER BUSINESS		
MOTION 32	NASSAU LANE SHORTCUT	<p>RESOLVED that the Owners Corporation consider the Nassau Lane shortcut and issue further instructions.</p> <p>It is noted a lengthy discussion regarding the wording and decision at the 2018 AGM in regard to the consideration for creating a possible thoroughfare opening access point in the dividing wall between Hadfield Street and Nassau Lane to be aligned with the footpath.</p> <p><i>In January 2019, the Committee engaged its planner, Daniel Barber, to advise on a suitable solution. Mr Barber drafted a letter to the Council, submitted in May 2019. Council provided an informal response in July 2019, advising they had no objections, since the eastern wall is Motto’s property. However, Council would not put this advice in writing. Mr Barber could not, however, advise on design or accessibility issues and recommended the Committee engage an access consultant and obtain a WHS report.</i></p> <p><i>The Committee investigated a solution that would be compliant with:</i></p> <ul style="list-style-type: none"> <i>The Building Code, to minimise the risk of injury and litigation, since we would now be encouraging pedestrians to take this route, and</i> <i>Motto’s obligations under the Disability Discrimination Act, which requires us to provide access equitably if we are to provide access to anyone.</i>

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

MINUTES OF STRATA COMMITTEE MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

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

PRESENT:

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

APOLOGISES:

M Lawler	Lot 88
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IN ATTENDANCE:

G Candi	Building Management Headquarters Pty Ltd
J Jasnos	Strata Plus

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

MINUTES

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

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

NOTICE OF ANNUAL GENERAL MEETING

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

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

DATE, PLACE AND TIME

The meeting will be held on Thursday, 14 November 2019
at the Joseph Sargeant Community Centre, 60 Prospect Street, Erskineville
The meeting will commence at 6:00pm

AGENDA

1. Preliminaries

- + recording of persons present and in attendance
- + receipt of proxies
- + recording of apologies
- + announcement of persons entitled to vote
- + determination of a quorum

2. Opening

- + confirming chairperson
- + commencement time

3. Consideration of attached motions

4. Closure

- ✓ All owners are encouraged to attend the annual general meeting (AGM) so as to participate in and contribute to the management of your scheme.

If you are unable to attend, please complete and return the proxy form to our office prior to the meeting to assist with achieving a quorum.

Post to Strata Plus, PO Box H181, AUSTRALIA SQUARE NSW 1215, or email to your strata manager.

- ✓ This notice includes a further call for nominations of members to the strata committee.

If you are interested in being involved, please complete the strata committee nomination form AND return prior to the meeting or bring with you to the AGM.

- ✓ Please read the Statutory Information enclosed to ensure you understand the circumstances in which you will be entitled to vote at the AGM as well as the guidelines on meeting procedures.

Should you have any queries regarding this notice of meeting or any of the items contained within, please contact our office prior to the meeting on 02 8198 8500.

Your Strata Manager is Joshua Jasnos (email: joshua.jasnos@strataplus.com.au)

NOTICE DATE: 24 OCTOBER 2019

CONTENTS

	PAGE
Statutory information	03
Strata committee election procedure	05
Motions for consideration	06
Minutes of previous general meeting	14
Audited year-end financial statements	19
Financial information	49
Strata Plus agency agreement	54
Insurance schedule	66
Administrative & Capital Works fund proposed budget	67
Capital works fund forecast summary & reconciliation	74
By- law report & Annexure (marked up copy of by-laws)	75
Notice of strata committee meeting	120
Minutes of previous committee meeting	122
Strata committee code of conduct	125
Proxy form	Loose enclosed
Company nominee form	Loose enclosed
Change of details form	Loose enclosed
Strata committee nomination form	Loose enclosed

STATUTORY INFORMATION

PERSONS ENTITLED TO VOTE AT GENERAL MEETINGS

(Clauses 8, 23 & 24 of Schedule 1 of the Act)

Each owner, and each person entitled to a priority vote, has voting rights that may be exercised at a general meeting of the owners corporation, but only if the owner or person is recorded in the strata roll and, in the case of a corporation, the company nominee is recorded in the strata roll.

Voting may be exercised in person or by proxy. If the owner is a corporation, voting may be exercised only by the company nominee in person, or by a proxy appointed by the corporation.

- ✓ If you are the company nominee and unsure whether you are recorded on the strata roll, then call the office to check or execute and return the enclosed company nominee form prior to the meeting.

Priority vote

A vote at a meeting by the owner of a lot does not count if a priority vote in respect of the lot is cast in relation to the same matter. If a priority vote is cast in relation to a lot, a vote on the same matter by the owner of the lot does not count. A priority vote has no effect however, unless at least 2 days' written notice of intention to exercise the priority vote at the particular meeting has been given to the owner of the lot.

Essentially an owners vote does not count if a vote is cast on the same motion by:

- ✗ The mortgagee shown on the strata roll for the lot
- ✗ The covenant charge shown on the strata roll for the lot
- ✗ In the case of multiple mortgagees or covenant charges, the priority mortgagee or chargee shown on the strata roll.

Voting eligibility & financial status

A vote at a general meeting by an owner of a lot or a person with a priority vote in respect of a lot will not count (other than on a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot that are owing.

- ✓ These contributions and amounts recoverable must be paid in full prior to the meeting. "Payment" means that cleared funds must be in the owners corporation's bank account before the meeting. Cash, bank cheques, personal cheques or copies of post office receipts (or the like) will **not** be accepted on the day of the meeting.

PROXIES

(Clauses 25 to 27 of Schedule 1 of the Act)

A person is a duly appointed proxy if the person is appointed as a proxy by an instrument in the form prescribed by the regulations. The proxy form contains mandatory instructions on how to complete.

- ✓ For the proxy to be effective / valid the details provided must be as per instructions AND the proxy must be given to the secretary or managing agent on the date recorded on the form AND before the meeting (24 hours before in the case of a large scheme).

A proxy cannot exercise a vote in relation to a matter if the person who appointed the proxy is exercising personally a power to vote on that matter.

A proxy has effect for the period commencing with the day on which it takes effect and ending with the later of the first anniversary of that day and the conclusion of the second annual general meeting held after that day, unless it is sooner revoked or a shorter period is stipulated on the proxy form.

If the instrument appointing a proxy limits the manner in which the proxy may vote at a meeting, a vote by the proxy that does not observe the limitation is invalid.

A duly appointed proxy may vote on a show of hands or demand a poll.

- ✓ If you appoint the managing agent as your proxy, you **must** circle number 2 and provide specific written instructions on how you wish to vote on each of the motions. If there are no specific instructions then the managing agent will use your proxy for quorum purposes but will abstain from voting on each of the motions.

PROXIES *cont'd*

Limitations on proxies

The number of proxies that may be held by a person (other than proxies held by the person as a co-owner of a lot)

- (a) If the scheme has 20 lots or less, then one proxy per person.
- (b) If the scheme has more than 20 lots, then a number that is equal to not more than 5% of the total number of lots. Example: if it is a 90 lot scheme, then one person can only hold 4 proxies.

✓ **Contact your proposed proxy holder and ask if they hold other proxy forms before you start to complete the form.**

QUORUM

(Clause 17 of Schedule 1 of the Act)

A motion submitted at a general meeting of an owners corporation must not be considered, and an election of the strata committee must not be held, unless there is a quorum present to consider and vote on the motion or on the election.

There is a quorum for considering and voting on such a motion or at such an election only if:

- (a) at least one-quarter of the number of persons entitled to vote is present, either personally or by duly appointed proxy, or
- (b) at least one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present and entitled to vote, either personally or by duly appointed proxy.
- (c) If there is more than one owner in the strata scheme and the quorum calculated is less than 2 persons, the quorum is 2 persons entitled to vote on the motion or at the election of the executive committee.

A person who has voted, or intends to vote, on a motion or an election at a meeting, by permitted means other than a vote in person is taken to be present for the purpose of determining whether the quorum exists.

If no quorum

If a quorum is not present within the next half-hour after the relevant motion or business arises for consideration at the meeting, then the chairperson **must** either:

- (a) Adjourn the meeting for at least 7 days, or
- (b) Declare that those present constitutes a quorum.

If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons present personally or by duly appointed proxy and entitled to vote constitute a quorum for considering that motion or business.

ADJOURNMENTS

(Clause 20 of Schedule 1 of the Act)

A general meeting of an owners corporation may be adjourned for any reason if a motion is passed at the meeting for the adjournment.

If a general meeting of the owners corporation is adjourned (including where the meeting is adjourned due to a lack of quorum):

- (a) the time and place at which the adjourned meeting is to be resumed must be fixed by the person who was presiding at the meeting or, in the case of a meeting that is adjourned due to lack of a quorum, by the person who would have presided at the meeting, and
- (b) notice of that time and place must be served by the secretary on the members of the owners corporation at least 1 day prior to the meeting.

OTHER INFORMATION

Types of resolutions

Motions requiring special resolution or unanimous resolution will be clearly stated. All other resolutions are by a simple majority of votes cast.

A *special resolution* means that not more than one-quarter of votes cast have voted against. The value of the vote is based in the unit of entitlement.

A *unanimous resolution* means that no vote has been cast against. Owners do not need to be financial in order to vote for a unanimous resolution.

Tenants

Tenants are entitled to attend but not entitled to vote. Tenants may only address the meeting if there is a resolution giving them the authority to do so. The owners corporation can determine at any time during the AGM that the tenants are not to be present when discussing financial matters.

Definitions

Act means the Strata Schemes Management Act 2015 (NSW)

Managing agent means the duly appointed strata managing agent pursuant to Section 49 of the Act.

Motion means a motion submitted for consideration by the owners corporation. It can be made by an owner, or any person entitled to vote, via a written notice which sets out the required motion, names the person, and provides an explanation of not more than 300 words.

Regulations means the Strata Schemes Management Regulation 2016 (NSW)

STRATA COMMITTEE ELECTION

*(Sections 31 to 32, & Clause 5 of Schedule 1 of the Act)
(Clauses 9 & 11 of the Regulations)*

The members of the strata committee must be elected at each AGM of the owners corporation.

The strata committee is to consist of such number of members, as the owners corporation may determine, but may not exceed 9. Large schemes must have a minimum of 3 members.

Eligible for election

- (a) an individual who is an owner
- (b) a company nominee of a corporation that is an owner
- (c) a co-owner of a lot if nominated by another owner other than the co-owner, or the co-owner if they are not a candidate. Only one co-owner of a lot can be a member at the same time.
- (d) an individual who is not an owner but who is nominated for election by an owner who is not a member nor a candidate.

Who is ineligible

- ✗ Building manager
- ✗ Property manager / leasing agent
- ✗ Person connected to the original owner who does not disclose the connection. Note that the disclosure must be made at the AGM before the election and recorded in the minutes of the AGM.
- ✗ Un-financial owner at the time of the notice who has not paid amounts owing prior to the meeting.
- ✗ If become ineligible after appointment and does not disclose in writing to the secretary or chairperson.

Who can nominate

- ✓ Sole owners can self-nominate.
- ✓ A person who is an owner of more than one lot, can nominate one person per lot.
- ✓ An owner does not need to be financial to nominate another person.
- ✓ An owner who is un-financial can be nominated providing the person nominating you is financial.
- ✓ A co-owner can nominate other co-owners of their lot providing they are not a candidate for election.

Any person nominating or being nominated for the strata committee must do so either verbally at the AGM or if not at the AGM, then in writing prior to the meeting. A strata committee nomination form is enclosed for this purpose. Owners are encouraged to return this form prior to the AGM to ensure the accuracy of the nomination.

MOTIONS FOR CONSIDERATION

CONFIRMATION OF RECORDS			
MOTION 1	CHAIRPERSON & SECRETARY'S REPORT	THAT the owners corporation table and accept the Chairperson's & Secretary's report.	
MOTION 2	CONFIRMATION OF MINUTES	THAT the minutes of the last general meeting of the owners corporation held 12 July 2019 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 3	ADOPTION OF FINANCIAL STATEMENTS	<p>(a) THAT the audited financial reports for the financial year ending 31 July 2019 be adopted.</p> <p>(b) THAT the accounting records and statements of financial information for the period ending 30 September 2019 attached be adopted.</p> <p>Notes to motion:</p> <p><i>The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</i></p> <p><i>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</i></p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
MOTION 4	OWNERS CORPORATION RECORDS	<p>THAT the owners corporation resolves to keep its books and records, including its strata roll and accounting records, electronically.</p> <p>Notes to motion:</p> <p><i>Certain records are to be retained for the prescribed 7 year period.</i></p>	<p>Sections 96 (2), 176, 179 & 180 of the Act</p> <p>Clause 41 of the Regulations</p>
CONTRACTS OF THE OWNERS CORPORATION			
MOTION 5	STRATA MANAGING AGENT TERMINATION OF CURRENT AGREEMENT & RE-APPOINTMENT	<p>A That the Owners Corporation of Strata Plan No. 76137,</p> <p>(a) subject to entering into a new agreement, terminate its current agency agreement by the mutual consent with Strata Plus Pty Limited in accordance with clause 5.2 of the current agency agreement; and</p> <p>(b) continues to appoint Strata Plus Pty Ltd ABN 30 096 175 709 as Strata Managing Agent (Agent); and</p> <p>(c) subject to resolution of the Strata Committee delegate to the Agent all of the functions of the Owners Corporation (other than those listed in section 52(2) of the Act); and</p> <p>(d) delegate to the Agent all of the functions of:</p> <p>(i) the Owners Corporation (other than those listed in section 28(3) of the Act); and</p> <p>(ii) its Chairperson, Treasurer, Secretary and Executive Committee,</p> <p>necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement);</p> <p>(e) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(f) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(g) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by the secretary and any other member of the strata committee OR two members of the strata committee.</p> <p>B THAT the delegations in this motion supersede all previous delegations.</p>	Sections 15(h), 49 & 50 of the Act

MOTION 6	BUILDING MANAGER & CLEANING CONTRACTOR APPOINTMENT	<p>THAT the Owners Corporation of Strata Plan No. 76137 in accordance with section 67 of the <i>Strata Schemes Management Act 2015 (NSW)</i>;</p> <p>(a) re-appoint Building Management Headquarters Pty Ltd, ABN: 14 606 592 661 as the Building Manager and as the cleaning contractors of the building for a period of 12 months.</p> <p>(b) delegate to the Building Manager all of the functions of the Owners Corporation (in accordance with section 70 of the Act) necessary to enable the Manager to carry out the 'duties' as defined in the written Agreement for a period of 12 months;</p> <p>(c) the delegation to the Building Manager is to be subject to the conditions and limitations in the Agreement;</p> <p>(d) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(e) authority be given for the seal of the Owners Corporation of the Owners Corporation to be affixed to the Agreement by the Strata Managing Agent in or to the effect of the agreement tabled at the meeting.</p> <p>Note: A copy of the agreement will be tabled at the meeting.</p>	
COMMON PROPERTY RISK MANAGEMENT			
MOTION 7	CONFIRMATION OF CURRENT INSURANCES	THAT the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
MOTION 8	INSURANCE COMMISSION	<p>THAT the owners corporation NOTE</p> <p>(a) Strata Plus received a commission/broker fee in the sum of \$8,518.83 incl. GST when the premium was placed. This commission/broker fee is in line with the existing agency agreement and has been taken into consideration when determining the management fee for the scheme.</p> <p>(b) the strata insurance industry anticipates a 5% increase for anticipated future income based on current market conditions</p>	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 9	INSURANCE RENEWAL	<p>THAT a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme in accordance with current valuation (subject to the decision to the next motion).</p> <p>Notes to motion:</p> <p><i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation.</i></p> <p><i>The use of an insurance broker satisfies the three quotation requirement.</i></p>	Sections 164, 165(1) & (2) & 166 and clause 9 (c) & (d) of Schedule 1 of the Act
MOTION 10	BUILDING VALUATION	<p>THAT a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation.</p> <p style="text-align: right;">Last obtained: 16 October 2018</p> <p>Notes to motion:</p> <p><i>Although there is no requirement under the Act or the Regulations for a valuation to be conducted it is strongly recommended that a valuation be obtained for insurance purposes at least once every five years.</i></p>	
MOTION 11	WORKERS COMPENSATION INSURANCE	THAT the owners corporation resolves to confirm that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.	
MOTION 12	RECTIFICATION WORK TO COMMON PROPERTY	THAT the owners corporation consider possible defect and rectification works required to common property. If required, authorise the strata manager to engage relevant building experts to inspect the property and provide a report.	Section 106 of the Act

		Note to motion: <i>The legislation imposes a duty to repair and maintain.</i>							
MOTION 13	ANNUAL FIRE SAFETY STATEMENT	<p>(a) THAT the owners corporation considers the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorises the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) THAT the owners corporation authorize the following people to execute the AFSS on their behalf, in the following order:</p> <ul style="list-style-type: none">a. The secretary of the scheme, thenb. A member of the committee to be determined at the meeting, thenc. A second member of the committee to be determined at the meeting, thend. The managing agent <p>(c) THAT the owners corporation acknowledge that a fee of one hour of the director’s time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.</p>	<p>Notes: In order for Strata Plus to sign the AFSS documentation, the contractor appointed to sign the certificate needs to be listed as accredited on the FPA Australia Fire Safety Assessor Register for the items they are certifying: http://connect.fpaa.com.au/FireSafetyAssess or If the contractor is not on the register, then the Secretary is required to sign the AFSS.</p>						
MOTION 14	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>THAT the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 26 May 2017; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p>Notes to motion: <i>Undertaking a Work, Health & Safety Report may outline areas of the property which require maintenance to avoid risk.</i></p>							
FINANCIAL MATTERS									
MOTION 15	TERM DEPOSITS	THAT the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.	Sections 75(1) and 78(1) of the Act.						
MOTION 16	APPOINTMENT OF AUDITOR	<p>THAT the owners corporation appoint an auditor for the financial year ending 31 July 2020.</p> <p>Notes to motion: <i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i> <i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i></p>	<p>Sections 95 and clause 9(c) of Schedule 1 of the Act Clause 21 of the Regulations</p>						
BUDGET AND LEVY CONTRIBUTIONS									
MOTION 17	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>THAT the Administrative Fund Budget for the financial year commencing 1 August 2019 be adopted and that levies of \$550,000.00 including GST (\$500,000.00 excluding GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2019 (already issued as per resolution of last year’s AGM)</td><td>\$134,227.50</td></tr><tr><td>1 November 2019 (already issued)</td><td>\$134,227.50</td></tr></table>	Due Date	Admin Incl. GST	1 August 2019 (already issued as per resolution of last year’s AGM)	\$134,227.50	1 November 2019 (already issued)	\$134,227.50	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST								
1 August 2019 (already issued as per resolution of last year’s AGM)	\$134,227.50								
1 November 2019 (already issued)	\$134,227.50								

		<table><tr><td>1 February 2020</td><td>\$140,772.50</td></tr><tr><td>1 May 2020</td><td>\$140,772.50</td></tr><tr><td>Total</td><td>\$550,000.00</td></tr></table> <p>THAT the first levy for the 1 August 2020 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2020</td><td>\$137,500.00</td></tr></table> <p>Notes to motion: <i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i> <i>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</i> <i>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</i></p>	1 February 2020	\$140,772.50	1 May 2020	\$140,772.50	Total	\$550,000.00	Due Date	Admin Incl. GST	1 August 2020	\$137,500.00	
1 February 2020	\$140,772.50												
1 May 2020	\$140,772.50												
Total	\$550,000.00												
Due Date	Admin Incl. GST												
1 August 2020	\$137,500.00												
MOTION 18	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	THAT the 10% per item limitation of budget to actual expenditure be removed. Notes to motion: <i>If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i>	Section 102(3) of the Act										
MOTION 19	MANAGEMENT OF OUTSTANDING LEVIES	THAT the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs: (a) the managing agent to issue reminder notices (b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest; (c) the strata committee to provide consent for payment plans; (d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and (e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action. Notes to motion: <i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i> <i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations										
MAINTENANCE & REPLACEMENT WORKS													
MOTION 20	ONGOING MAINTENANCE & REPLACEMENT WORKS	THAT the Owners Corporation consider the building remediation and painting program. THAT the Strata Committee set a date for the Owners Corporation for an Extraordinary General Meeting to review tenders received, to appoint the subcontractor and to review colour selection and timing.											

MOTION 21	BUILDING ANCHORS	THAT, pursuant to section 108 of the Strata Schemes Management Act 2015, the owners corporation SPECIALLY RESOLVE to add to common property by the installation of anchors to facilitate abseiling for painting and window cleaning and to reduce the need for scaffolding.																	
MOTION 22	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	THAT the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by QS Solutions be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions. Notes to motion: <i>A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</i>	Clause 6(b) of Schedule 1 of the Act																
MOITON 23	ADDITION TO COMMON PROPERTY - INTERCOM UPGRADES	THAT, pursuant to section 108 of the Strata Schemes Management Act 2015, the owners corporation SPECIALLY RESOLVE to add to common property by the installation of intercoms in M2 and M3 noting that the intercom upgrades for M1 are in progress.	Section 108 of the Act																
MOTION 24	CAPITAL WORKS FUND BUDGET & LEVIES	<p>THAT the Capital Works Fund Budget for the financial year commencing 1 August 2019 be adopted and that levies of \$242,000.00 including GST (\$220,000.00 excluding GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2019 (already issued as per resolution of last year’s AGM)</td><td>\$55,275.00</td></tr><tr><td>1 November 2019 (already issued)</td><td>\$55,275.00</td></tr><tr><td>1 February 2020</td><td>\$65,725.00</td></tr><tr><td>1 May 2020</td><td>\$65,725.00</td></tr><tr><td>Total</td><td>\$242,000.00</td></tr></table> <p>THAT the first levy for the 1 August 2020 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2020</td><td>\$60,500.00</td></tr></table> <p>Notes to motion: <i>The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies).</i> <i>The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process.</i> <i>Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</i></p>	Due Date	Capital Works Incl. GST	1 August 2019 (already issued as per resolution of last year’s AGM)	\$55,275.00	1 November 2019 (already issued)	\$55,275.00	1 February 2020	\$65,725.00	1 May 2020	\$65,725.00	Total	\$242,000.00	Due Date	Capital Works Incl. GST	1 August 2020	\$60,500.00	Section 79(2), (5) & (6) and 81(1) of the Act.
Due Date	Capital Works Incl. GST																		
1 August 2019 (already issued as per resolution of last year’s AGM)	\$55,275.00																		
1 November 2019 (already issued)	\$55,275.00																		
1 February 2020	\$65,725.00																		
1 May 2020	\$65,725.00																		
Total	\$242,000.00																		
Due Date	Capital Works Incl. GST																		
1 August 2020	\$60,500.00																		
OWNERS CORPORATION GOVERNANCE																			
MOTION 25	STRATA COMMITTEE NOMINATION AND NUMBERS	THAT: (a) the nominations for the strata committee be declared, received and recorded; (b) the nominations be closed by the chairperson; and	Sections 29 to 32 and 35(1)(e) and Clauses 5, 8(1)(b), 9(e) of Schedule 1 of the Act)																

		<p>(c) the number of members of the strata committee be determined for the ensuing year.</p> <p>Notes to motion:</p> <p>Please refer to the Strata Committee Election details provided with this notice. The Chairperson will:</p> <ul style="list-style-type: none"> + declare written nominations received before the meeting and + call for verbal nominations from the floor before closing nominations. <p>Candidates and acting members of the strata committee must disclose any connection to the original owner or caretaker of the scheme, either before the meeting or during.</p>	<p>Clause 9 of the Regulations</p>
MOTION 26	STRATA COMMITTEE ELECTION	<p>THAT:</p> <p>(a) if the number of nominations exceeds the number of members decided upon, a ballot be held to determine the successful members</p> <p><u>OR</u></p> <p>(b) if the number of nominations equals the number of members decided upon, then those members be duly elected.</p> <p>Notes to motion:</p> <p>If there are more nominations received than the number of members determined, a ballot election will be held in order to determine the successful members. In the event that the number of nominations equals the number of members decided upon, then those members are duly elected.</p>	<p>Sections 29 to 32 and Clauses 5, 8(1)(b), 9(e) of Schedule 1 of the Act)</p> <p>Clauses 9 & 10 of the Regulations</p>
MOTION 27	RESTRICTIONS OVER THE STRATA COMMITTEE	<p>THAT the owners corporation resolve if any matter or class of matter, other than those imposed by the Act, is to be determined by the Owners Corporation in general meeting.</p> <p>Notes to motion:</p> <p>The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation. The owners corporation must decide whether further restrictions be imposed upon the strata committee.</p>	<p>Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act</p>
BY-LAW REVIEW			
MOTION 28	AMENDMENT OF BY-LAWS	<p>The Owners Strata Plan No. 76137 by SPECIAL RESOLUTION pursuant to section 141 of the Strata Schemes Management Act, 2015 (NSW) amend its By-Laws to adopt the change marked up in the annexure attached to adopt:</p> <ul style="list-style-type: none"> 28.1 Proposed by-law 3.5 (Unaccompanied children on common property) 28.2 Proposed amended by-law 7.5 (Parking on common property) 28.3 Proposed by-law 7A (Parking agreements with the City) 28.4 Alternative A of proposed by-law 12A (Electric vehicle charging - Individual owners install charging in their car bays) 28.5 Alternative B of proposed by-law 12A (Electric vehicle charging - Charging available in a common property car bay) 28.6 Proposed by-law 17.1(g) (Pool access) 28.7 Proposed by-law 17.1(h) (Breakable items in pool area) 28.8 First sentence of proposed by-law 17.1(i) (Pool opening times) 28.9 Second sentence of proposed by-law 17.1(i) (Calling security and charging back to Lot) 	<p>Clause 4 Part 2 of Schedule 3 and Section 134 of the Act</p>

		<p>28.10 Alternative A of proposed by-law 3.4 (Smoke penetration to lots – Tobacco and other smoking)</p> <p>28.11 Alternative B of proposed by-law 3.4 (Extension of the prohibition on smoke penetration to smoke from non-gas BBQs, firepits and chimeneas)</p> <p>28.12 Proposed by-laws 5.5 to 5.7 (Notifying of a change of use)</p> <p>28.13 Proposed by law 5.8 (Short term letting)</p> <p>28.14 Proposed by-laws 7.5 to 7.8 (Installing locks, safety devices, fly screens without consent)</p> <p>28.15 Proposed by-laws 11.5 (Directions on waste disposal from the Owners Corporation and the City)</p> <p>28.16 Proposed new by-law 11.7 (Prohibiting flushing nappies or non-flushable wipes down toilets)</p> <p>28.17 Proposed by-law 13.4(c) (Multiple birds)</p> <p>28.18 Proposed by-law 13.4(d) (Bees)</p> <p>28.19 Proposed by-law 13.5 (Bird enclosures on balconies and external terraces)</p> <p>28.20 Proposed by-law 13.6 (Animals on common property)</p> <p>28.21 Proposed by-law 13.1 (Pet applications)</p> <p>28.22 Proposed by-law 13.3 (Proof of entitlement to keep an assistance animal)</p> <p>28.23 Proposed by-law 2.1 (Electronic voting on applications to the Strata Committee)</p> <p>28.24 Proposed by-law 14.1 (Allowing the Strata Committee to make rules to govern common property)</p> <p>28.25 Remove by-law 8(b) (Removing the ability of the Owners Corporation to decide not clean inaccessible windows on lot boundaries)</p> <p><i>Note: Please refer to the secretary's report on the by-law review. A marked up copy of the by-laws also attached for reference.</i></p>	
MOTION 29	BY-LAWS	<p>The Owners Strata Plan No. 76137 by SPECIAL RESOLUTION pursuant to section 141 of the Strata Schemes Management Act, 2015 (NSW) amend its By-Laws to adopt the change marked up in the annexure attached:</p> <p>(a) in by-law 1.1:</p> <p>(i) to amend the definitions of 'Development Act', 'Exclusive Use By-law', 'Management Act' and 'Managing Agent'</p> <p>(ii) to delete the definitions of 'Display Apartment' and 'Executive Committee' and</p> <p>(iii) add the definition of 'Strata Committee'</p> <p>(b) throughout the by-laws, to replace 'Executive Committee' with 'Strata Committee'</p> <p>(c) in by-law 7.3, to replace 's62 of the Management Act' with 'section 106 of the Management Act' and</p> <p>(d) delete by-law 28 (Display Apartment).</p>	

MOTION 30	REPLACEMENT OF BY-LAWS	THAT the Secretary or their delegate prepare a consolidated copy of the by-laws to incorporate the outcome of the forgoing motions.	Section 141(3) of the Act
NASSAU LANE DEDICATION			
MOTION 31	UPDATE ON NASSAU LANE DEDICATION	THAT the Owners Corporation consider the Nassau Lane dedication.	
OTHER BUSINESS			
MOTION 32	NASSAU LANE SHORTCUT	THAT the Owners Corporation consider the Nassau Lane shortcut and issue further instructions.	
MOTION 33	ENCLOSURE OF MOTTO GROUNDS	<p>THAT the strata committee review and evaluate the enclosure of Motto grounds</p> <ul style="list-style-type: none"> (a) To fully evaluate the solution - seek high level estimates / quotes (b) Understand the costs for future consideration of the owners (c) SC to approve a request for a fee proposal from a planner to take this to City of Sydney for a preliminary discussion on the owners behalf. <p>The fee proposal could include</p> <ul style="list-style-type: none"> a) Planner Motto site visit with the subcommittee b) Planner review of Motto development consent (to understand any restrictions) c) Planner Meeting with City of Sydney with our rough plans and briefing note d) Planner to provide a report / feedback on the way forward / next steps <p>Note to motion:</p> <p><i>Currently, our Development Approval requires us to maintain public access to the courtyard.</i></p>	

MINUTES OF GENERAL MEETING BY SUBMISSION OF VOTING PAPER

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held by submission of voting paper on Friday, 12 July 2019
in the Kippax Boardroom of Strata Plus, Level 2, 80 Cooper Street, Surry Hills

PRESENT (by voting paper):	J Belcher	Lot 16
	M Fleming	Lot 47
	R Treuer	Lot 53
	L Bousfield	Lot 70
	M Lawler	Lot 88
	A Adam & W Wallace	Lot 98
	K Walker	Lots 115 & 142
	C Carr	Lot 117
	H Sim	Lot 120
	R Liebmann & J Liebmann	Lot 123
	L Wilkinson	Lot 136
	C George & M Stephenson	Lot 162

PRESENT BY PROXY: D Matheson & T Wellington (Lot 118) proxy to R Liebmann

IN ATTENDANCE:	W Wallace	Lot 98
	J Jasnos	Strata Plus

Joshua Jasnos from Strata Plus chaired the meeting.

Half-hour after 10:00am the chairperson declared that those present constituted a quorum.

The meeting was declared open at 10:30am.

MINUTES

CONFIRMATION OF RECORDS		
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the general meeting of the owners corporation held 22 November 2018 be confirmed as a true and accurate record of that meeting.
CHANGE OF BY-LAWS		
MOTION 2	GARDEN BED – BY-LAW FOR LOTS 51, 117, 118, 120, 123, 125 & 126	<p>The Owners Corporation SPECIALLY RESOLVED pursuant to Sections 141 of the <i>Strata Schemes Management Act 2015</i> to make an additional by-law in the following terms and to have it registered;</p> <p><u>BY-LAW 33 - Exclusive use rights and special privilege in favour of Lots 51, 117, 118, 120, 123, 125 & 126</u></p> <ol style="list-style-type: none"> 1. This is an Exclusive Use By-law. 2. Despite any other by-law to the contrary, the owner of:

		<p>(a) Lot 51 has a special privilege to undertake the following;</p> <ol style="list-style-type: none"> 1. exclusive use to courtyard area 2. reduce the garden bed area to half, 3. level garden bed area to ground height 4. demolish and remove the brick nib wall centre of the courtyard 5. demolish and remove horizontal garden bed brick retaining wall 6. supply and install tiles to courtyard area <p>(b) lots 117, 123, and 125 have a special privilege to remove the western and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;</p> <p>(c) lots 118, 120 and 126 have a special privilege to remove the eastern and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;</p> <p>3. When carrying out works to remove any wall authorised in the by-law, the owner of the lot must:</p> <ol style="list-style-type: none"> (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities; (b) ensure the works are carried out in a proper and workmanlike manner; (c) use only qualified and where appropriate qualified tradesman; (d) ensure the works are carried out without undue delay; (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property; (f) cause as little disturbance as is practicable to other Owners and Occupiers; (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage; (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage. <p>4. The owner of each lot who removes a wall authorised in this by-law must maintain and keep in a state of good and serviceable repair the area occupied by the removed wall.</p> <p>5. Each owner benefitted by the rights and privileges granted in this by-law indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other</p>
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		<p>property or person insofar as such injury, loss or damage arises out of the:</p> <ul style="list-style-type: none"> (a) work to remove the wall; (b) use of their respective exclusive use areas; (c) failure to comply the duty to maintain, repair, renew or replace; (d) performance of any work required to comply with the duty to maintain and repair; (e) owner's breach of any part of this by-law. <p>6. If an owner fails to comply or breaches any part of this by-law, then the Owners Corporation may:</p> <ul style="list-style-type: none"> (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice; (b) if the owner fails to comply with the request <p>in sub clause (a):</p> <ul style="list-style-type: none"> (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal; (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner; (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Management Act, and the expenses of the Owners Corporation incurred in recovering those amounts. <p style="text-align: right;">Total unit entitlements voting: 9378 In favour: 8614 unit entitlements (92%) Against: 764 unit entitlements (8%)</p> <p>Note: Resolved as not more than 25% of owners voted against the motion.</p>
MOTION 3	SPECIAL BY-LAW 3 – MAJOR RENOVATIONS & BUILDING WORKS LOT 162	<p>The owners corporation <i>specially resolved</i> pursuant to sections 108 and 143 of the <i>Strata Schemes Management Act 2015</i> to authorise the owner of lot 162, remove the existing timber hardwood floors on the ground floor of the terrace and replace with tiles and the installation of underfloor heating, with all costs responsible of the lot owner.</p> <p>The owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:</p>

Special By-Law No. 3 – Major Renovations and Building Works (Lot 162)

1. Introduction

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

2. Definitions

In this by-law:

“**Lot**” means Lot 162 in the Strata Scheme;

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

“**Plans**” means the plans/drawings provided;

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

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

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
 - (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;
- on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.1 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.2 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

		<p>4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.</p> <p>4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.</p> <p>Total unit entitlements voting: 9378 In favour: 8614 unit entitlements (92%) Against: 764 unit entitlements (8%)</p> <p>Note: Resolved as not more than 25% of owners voted against the motion.</p>
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 10:34am.</p>

STRATA PLAN 76137

Financial Statement

For the Year Ended 31 July 2019



The Owners - Strata Plan No. 76137

ABN 56 763 784 490

MOTTO APARTMENTS - 76137
2-14 Eve Street ERSKINEVILLE NSW 2043

Balance Sheet Detail

as at 31/07/2019

Registered for GST

			(\$)
Assets	Note		
810 - Levies in Arrears/(Advance) - Total			(138,805.40)
825 - Cash At Bank			
825.10 - Cheque Account			
825.10.1 - Administrative Fund		235,689.26	
825.10.2 - Capital Works/Sinking Fund		157,705.32	
825.20 - Investments			
825.20.1 - Investment #1		362,806.18	
825.20.2 - Investment #2		214,648.31	
825.20.3 - Investment #3		25,486.26	
825.20.4 - Investment #4		300,000.00	
825 - Cash At Bank - Total			1,296,335.33
845 - Other Debtors - Total	3		3,382.38
881 - Receivable Insurance Claims - Total	4		10,019.41
		Total Assets	1,170,931.72
Less Liabilities			
925 - Trade Creditors - Total	5		25,117.10
930 - Accruals - Total	6		17,839.34
940 - GST Clearing - Total			4,334.89
		Total Liabilities	47,291.33
		Net Assets	1,123,640.39
610 - Administrative Fund as at 01/08/2018			104,007.49
Surplus - General Administration			13,586.69
		General Administration Reserve	117,594.18
650 - Capital Works/Sinking Fund as at 01/08/2018			733,273.38
Surplus - Capital Works Fund			272,772.83
		Capital Works Fund Reserve	1,006,046.21
		Total Equity	1,123,640.39

Revenue & Expense (Actual / Budget)

for the year 01/08/2018 to 31/07/2019
as at 31/07/2019 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2019-2020	<u>Last Year Actual as at 31/07/2018 (\$)</u>
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Administration Fund
Revenue

110	Administrative Fund Levy	488,099.84	488,100.00	100.0	500,000.00	483,344.44
125	Insurance Claim Recovery	5,769.36				22,730.78
130	Interest Received					
130.20	Interest on Arrears (from Levies)	1,144.40	900.00	127.2		1,012.70
Total 130		1,144.40	900.00	127.2		1,012.70
195	Other					
195.15	Debt Collection Recovery	2,663.62				1,312.18
195.50	Sale of Keys/Remotes/Swipes/Fobs	1,526.83	3,200.00	47.7		2,927.10
195.60	Schedule B/D Reimbursement					
195.60.1	Certificate of Currency					84.54
195.60.7	Status Certificate (s184/s26)	545.00				763.00
195.60.8	Strata Inspection Fees (s183)	217.00				217.00
195.90	Other					14,064.36
Total 195		4,952.45	3,200.00	154.8		19,368.18
199	Prior Year Adjustments	1,183.18				
	Total Administration Fund Revenue	501,149.23	492,200.00	101.8	500,000.00	526,456.10

Expense

301	Accounting					
301.10	Audit Fees	1,100.00	1,100.00	100.0	1,100.00	1,100.00
Total 301		1,100.00	1,100.00	100.0	1,100.00	1,100.00
310	Bank Charges & Interest					
310.10	Account Keeping Fees					2.28
310.70	Transaction Fees	11.37				(40.50)
310.90	Other		36.00			15.47
Total 310		11.37	36.00	31.6		(22.75)
320	Consultancy/Inspections					
320.25	Building/Defects	13,690.00	10,000.00	136.9	10,000.00	15,984.55
320.50	Legal Fees/Debt Collection	12,084.67	15,000.00	80.6	10,000.00	3,559.37
320.85	Workplace Health & Safety	1,333.14	1,400.00	95.2	1,500.00	
320.86	Capital Works Report	1,616.36			4,000.00	
320.95	Other Fees	2,192.73	70.00	3,132.5	1,000.00	74.00
Total 320		30,916.90	26,470.00	116.8	26,500.00	19,617.92
335	Insurance					
335.10	Premium	71,934.06	62,000.00	116.0	75,000.00	60,658.05
335.20	Excess	4,000.00	1,500.00	266.7	2,000.00	5,000.00
335.25	Claims Expense	5,769.36				22,730.78
335.70	Valuation	400.00				

Revenue & Expense (Actual / Budget)

for the year 01/08/2018 to 31/07/2019
as at 31/07/2019 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2019-2020	<u>Last Year Actual as at 31/07/2018 (\$)</u>
Total 335		82,103.42	63,500.00	129.3	77,000.00	88,388.83
340	Leases/Rentals					
340.10	Equipment		8,500.00			
340.30	Indoor Garden Plants/Floral Arrangements	1,455.96				
Total 340		1,455.96	8,500.00	17.1		
345	Management Costs					
345.10	Agreed Fee (Schedule A)	30,262.52	28,900.00	104.7	30,000.00	28,557.50
345.20	Additional Fees (Schedule B)	9,678.03	8,000.00	121.0	8,000.00	8,627.27
345.30	Disbursements (Schedule D)	90.86				
345.31	Itemised Disbursements					
345.31.1	Admin - Agent Disburst - Archiving	148.36	500.00	29.7	200.00	466.22
345.31.3	Admin - Agent Disburst - Accounting/BAS	1,045.44	1,200.00	87.1	1,200.00	1,163.62
345.31.6	Admin - Agent Disburst - Emails and Faxes		60.00			
345.31.7	Admin - Agent Disburst - Insurance Claim Made					318.16
345.31.8	Admin - Agent Disburst - Levy Notices	397.50	1,500.00	26.5	500.00	1,428.61
345.31.9	Admin - Agent Disburst - Mobiles/ Long Dist call		100.00			
345.32	Itemised Disbursements					
345.32.1	Admin - Agent Disburst - Other		50.00			
345.32.3	Admin - Agent Disburst - Payment to Creditor	482.09	910.00	53.0	500.00	823.16
345.32.5	Admin - Agent Disburst - Photocopying	3,745.64	3,600.00	104.0	3,600.00	2,249.97
345.32.6	Admin - Agent Disburst - Postage	148.36	1,500.00	9.9	200.00	1,129.07
345.32.7	Admin - Agent Disburst - Stationery	163.64			150.00	54.55
345.32.8	Admin - Agent Disburst - Third Party Invoices		150.00			340.90
345.32.9	Admin - Agent Disburst - Certificate of Currency					84.54
345.33	Itemised Disbursements					
345.33.4	Admin - Agent Disburst - Sch B Fees - Compliance	63.64	600.00	10.6	100.00	127.28
345.33.5	Admin - Agent Disburst - Term Deposits	60.00	120.00	50.0	100.00	
345.33.9	Admin -Agent Disburst-Trust acct audit	18.18				
345.34	Fixed Disbursements (Schedule D)	3,457.60				
Total 345		49,761.86	47,190.00	105.5	44,550.00	45,370.85
350	Maintenance, Service & Repairs					
350.10	Air Conditioning					
350.10.1	Maintenance Contract		1,700.00		1,000.00	
350.10.2	Non-Routine	1,035.00	1,000.00	103.5	2,000.00	730.00
350.13	Building Repair & Maintenance (General)	14,110.39	20,000.00	70.6	20,000.00	22,826.94
350.15	Carpark/Garage					
350.15.1	Doors & Gates - Contract	172.72	1,000.00	17.3	1,000.00	
350.15.2	Doors & Gates - Non-Routine		2,000.00		1,000.00	442.71
350.17	Cleaning					
350.17.1	Contract	500.00	2,500.00	20.0	2,000.00	
350.17.6	Cleaning carpets	3,766.10				1,609.09
350.17.7	Window Cleaning		6,750.00		12,500.00	
350.19	Common Area Fixtures		1,500.00		500.00	1,455.96
350.20	Communications					
350.20.4	Internet	180.00			200.00	
350.20.6	Telephone	544.92			600.00	
350.20.7	Television - Antenna	925.00	1,500.00	61.7	1,500.00	320.00

Revenue & Expense (Actual / Budget)

for the year 01/08/2018 to 31/07/2019
as at 31/07/2019 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2019-2020	<u>Last Year Actual as at 31/07/2018 (\$)</u>
350.22	Doors & Windows	2,946.09	2,500.00	117.8	3,000.00	1,957.73
350.25	Electrical/Lighting					
350.25.3	Consumables	340.00	6,000.00	5.7	3,000.00	5,323.93
350.27	Fire Services					
350.27.1	Contract	11,597.00	18,000.00	64.4	11,000.00	15,078.80
350.27.2	Non-Routine	7,129.23	15,000.00	47.5	10,000.00	8,483.80
350.27.3	Compliance/Certification/Inspection	482.00			500.00	
350.27.6	Monitoring	2,505.48			2,600.00	
350.30	Grounds Maintenance/Caretaking					
350.30.2	Gardens/Grounds	12,209.06	22,000.00	55.5	20,000.00	25,289.28
350.30.9	Other	8,632.44				
350.35	Lifts					
350.35.1	Maintenance Contract	42,703.47	39,000.00	109.5	45,000.00	41,303.92
350.35.2	Non-Routine	1,490.00	1,000.00	149.0	1,000.00	2,160.00
350.35.5	Registration Fees	296.50	200.00	148.3	300.00	70.00
350.35.7	Telephone		100.00			45.41
350.38	Painting Repairs & Materials	285.45	2,000.00	14.3	500.00	1,536.36
350.40	Pest Control	1,200.00	1,300.00	92.3	1,300.00	1,200.00
350.45	Pool/Spa/Sauna					
350.45.1	Maintenance Contract	5,916.50	10,000.00	59.2	6,000.00	7,984.52
350.50	Plumbing					
350.50.1	Routine	5,688.18	10,000.00	56.9	5,000.00	8,109.32
350.50.2	Non-Routine	3,314.07			10,000.00	
350.50.4	Hot Water Service					3,800.00
350.50.9	Other	5,715.00	4,000.00	142.9	5,000.00	
350.55	Pumps & Related	1,880.10	840.00	223.8	500.00	420.00
350.60	Security & Monitoring					
350.60.4	Intercoms	831.00	3,000.00	27.7	2,000.00	2,865.00
350.65	Waste Services					
350.65.1	Cardboard/Recycling	100.00	650.00	15.4	100.00	631.00
350.65.6	Garbage Compactor/Chute	887.00			1,000.00	
Total 350		137,382.70	173,540.00	79.2	170,100.00	153,643.77
360	Meeting/Functions					
360.80	Venue Hire	262.50	300.00	87.5	300.00	128.18
Total 360		262.50	300.00	87.5	300.00	128.18
367	Reimbursement of Regulation Fees					
367.70	Status Certificate	545.00				763.00
367.80	Strata Inspection	217.00				217.00
Total 367		762.00				980.00
370	Security					
370.10	Keys, Remotes, Swipes & Fobs	3,663.20	3,000.00	122.1	3,000.00	4,736.58
Total 370		3,663.20	3,000.00	122.1	3,000.00	4,736.58
375	Site Services (Non-Employee)					
375.20	Building Manager/Caretaker	97,658.54	92,000.00	106.2	100,000.00	82,284.55
Total 375		97,658.54	92,000.00	106.2	100,000.00	82,284.55
390	Utilities/Rates					
390.20	Electricity	37,217.87	34,000.00	109.5	40,000.00	32,009.74
390.30	Gas	403.09	350.00	115.2	400.00	323.99
390.40	Water & Sewerage	42,571.49	46,500.00	91.6	46,000.00	43,932.44

Revenue & Expense (Actual / Budget)

for the year 01/08/2018 to 31/07/2019
as at 31/07/2019 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Note</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2019-2020	<u>Last Year Actual as at 31/07/2018 (\$)</u>
390.90	Other		2,291.64	3,000.00	76.4	2,500.00	2,751.04
Total 390			82,484.09	83,850.00	98.4	88,900.00	79,017.21
395	Other						163.64
	Total Administration Fund Expense		487,562.54	499,486.00	97.6	511,450.00	475,408.78
	Administration Fund Surplus / (Deficit)		13,586.69	(7,286.00)		(11,450.00)	51,047.32
	Administration Fund Opening Balance		104,007.49	104,007.49		117,594.18	52,960.17
	Administration Fund Closing Balance		117,594.18	96,721.49		106,144.18	104,007.49

Capital Works Fund

Revenue							
210	Capital Works/Sinking Fund Levy		201,000.16	201,000.00	100.0	222,000.00	186,299.98
220	Capital Works Fund - Special Levy	7	258,616.36				
230	Capital Works/Sinking Fund Interest Received						
230.10	Interest on Arrears (from Levies)		723.49				390.41
230.20	Interest on Investments - Capital Works/Sink Fund		14,289.97				12,906.08
Total 230			15,013.46				13,296.49
232	Income Tax Refund		332.00				
	Total Capital Works Fund Revenue		474,961.98	201,000.00	236.3	222,000.00	199,596.47
Expense							
401	Accounting						
401.10	Tax Payments		4,020.50	3,300.00	121.8	4,000.00	4,826.00
401.20	Tax Preparation		225.00	500.00	45.0	500.00	225.00
Total 401			4,245.50	3,800.00	111.7	4,500.00	5,051.00
420	Consultancy/Inspections						
420.95	Other Fees			20,000.00			3,870.00
Total 420				20,000.00			3,870.00
450	Upgrades & Replacements						
450.10	Air Conditioning/Exhaust/Ventilation						
450.10.6	Installations/Upgrades		2,320.00				
450.12	Balcony/Balustrades/Railings		20,223.66				
450.13	Building Upgrades & Improvements (General)		51,892.44	40,000.00	129.7	50,000.00	50,852.50
450.17	Cleaning						
450.17.7	Window Cleaning		12,100.00				
450.19	Common Area Fixtures						
450.20	Communications Upgrade/Equipment						
450.20.7	Television - Antenna		1,695.00				
450.22	Doors & Windows		4,143.64				
450.23	Driveways, Pathways & Roads			20,000.00		10,000.00	
450.25	Electrical/Lighting						
450.25.1	Upgrades		3,695.94			5,000.00	
450.25.9	Other		3,936.63			5,000.00	
450.27	Fire Services						
450.27.1	Equipment & Installations		36,360.27	10,000.00	363.6	20,000.00	21,750.00

Revenue & Expense (Actual / Budget)

for the year 01/08/2018 to 31/07/2019
as at 31/07/2019 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2019-2020	<u>Last Year Actual as at 31/07/2018 (\$)</u>
450.30	Grounds Upgrades					
450.30.7	Landscaping		10,000.00		10,000.00	8,040.00
450.38	Painting & Surface Finishes	307.27				31,550.00
450.45	Pool/Spa/Sauna					
450.45.2	Renovation		5,000.00			19,291.32
450.50	Plumbing					
450.50.1	Major Plumbing & Drainage	31,653.91			20,000.00	8,100.00
450.55	Pumps & Related	1,917.00				
450.60	Security Equipment					
450.60.4	Gates & Intercoms	27,697.89	30,000.00	92.3	30,000.00	
Total 450		197,943.65	115,000.00	172.1	150,000.00	139,583.82
495	Other		4,000.00			6,188.00
	Total Capital Works Fund Expense	202,189.15	142,800.00	141.6	154,500.00	154,692.82
	Capital Works Fund Surplus / (Deficit)	272,772.83	58,200.00		67,500.00	44,903.65
	Capital Works Fund Opening Balance	733,273.38	733,273.38		1,006,046.21	688,369.73
	Capital Works Fund Closing Balance	1,006,046.21	791,473.38		1,073,546.21	733,273.38

Strata Plan 76137

Notes to the Financial Statement

For the Year Ended 31 July 2019

1 Summary of Significant Accounting Policies

General Information

This financial report covers Strata Scheme 76137 (the “scheme”) as an individual entity. The strata committee of the scheme have determined that the company is not a reporting entity.

Basis of Preparation

The financial report is a special purpose financial report that has been prepared in order to satisfy the financial reporting requirements of *Strata Schemes Management Act 2015*.

The financial report has been prepared from the records of the strata title. The following material accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

(a) Cash

Cash include deposits held at call with banks.

(b) Revenue and Expenditure

Revenue is measured at the fair value of the consideration received or receivable. Levies due and receivable and penalty interest are accounted for under the accrual basis of accounting. It should be noted that previous financial statements accounted for penalty interest on a cash basis, when the interest was paid. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense is paid, except otherwise stated.

(c) Income Taxes

Where applicable, income tax expense will be shown in the Statement of Financial Performance. Income tax is payable on non-mutual income. Where income is derived from using common property, the individual lot owners are assessed under Tax Ruling TR2015/3.

(d) Goods and Services Tax (GST)

The strata accounts for GST are on an accrual basis, revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the Statement of Financial Position are shown inclusive of GST.

Strata Plan 76137

Notes to the Financial Statement For the Year Ended 31 July 2019

2 Opening Balance

The opening balance for the Administration and Capital Works Funds differ from the closing balances in the prior year audit due to the interest on levy arrears being accounted for differently across trust accounting systems.

3 Other Debtors – 835	2019
Richard Crooks - Reimbursed Landscaping	\$ 2,420.00
Chris Duffy - Window Safety	\$ 29.70
Legal Fee - Lot 15 on charge adjustment	\$ 916.20
Strata Plus Management Fees FYE 2019	\$ 16.48
	<u>\$ 3,382.38</u>

4 Receivable Insurance Claims – 881	2019
Utility Property Maintenance - 21/05/19	\$ 1,327.27
DOL 12/6/19 - Water Damage Floor	\$ 8,692.14
	<u>\$ 10,019.41</u>

5 Trade Creditors - 925	2019
Beckett Pump Repairs Pty - Inspection	\$ 682.11
Electrozone Electrical Data & Communications - Lighting	\$ 339.24
Beckett Pump Repairs Pty - Supply/Install Panel	\$ 5,865.20
Clovelly Carpets Pty Ltd - Install floor covering	\$ 3,828.25
Magitek Pty Ltd - Window Cleaning	\$ 12,100.00
Wildcat Garden Services - Maintenance	\$ 682.00
Wildcat Garden Services - Maintenance	\$ 682.00
Newsound Fire Services Pty Ltd - Inspection	\$ 938.30
	<u>\$ 25,117.10</u>

6 Accruals – 930	2019
Sydney Water 19/4/19 to 19/7/19	\$ 10,364.34
Caretaking & Cleaning Services June 2019	\$ 7,475.00
	<u>\$ 17,839.34</u>

7 Special Levy

The special levy to the Capital Works Fund was raised at the Annual General Meeting on 22 November 2018 for Remedial Building and Painting Works in 2020. There are four instalments remaining due on 1 September 2019, 1 December 2019, 1 March 2020 and 1 June 2020.



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INDEPENDENT AUDITOR'S REPORT TO THE PROPRIETORS OF STRATA PLAN 76137

Report on the Audit of Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report of Strata Plan 76137 for the year ended 31 July 2019 comprising the Statement of Financial Position and Statement of Financial Performance in respect of the Administrative Fund Account and Capital Works Fund Account for the year then ended and a summary of significant accounting policies and other explanatory information.

In our opinion the financial report presents fairly, in all material respects, the financial position of Strata Plan 76137 as at 31 July 2019 and of its performance for the year then ended in accordance with the *Strata Schemes Management Act 2015* and the basis of accounting policies described in Note 1.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of Strata Plan 76137 and Strata Plus Pty Limited in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the "Code") that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

The Responsibility of the Owners' Corporation and Managing Agent for the Financial Report

The Owner's Corporation and Managing Agents (Strata Plus Pty. Limited) are responsible for the preparation and fair presentation of the financial report and have determined that the accounting policies described in Note 1 to the financial report are appropriate to meet the requirements of the *Strata Schemes Management Act 2015* and are appropriate to meet the needs of the owners of Strata Plan 76137. The Owner's Corporation and Managing Agents responsibility also includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Owner's Corporation and Managing Agents are responsible for assessing the ability of the Strata Plan 76137 to continue as a going concern, disclosing as applicable matters related to the going concern and using the going concern basis of accounting.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

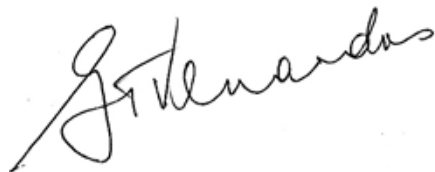
- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Auditor's Responsibilities for the Audit of the Financial Report (continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by responsible entities.
- Conclude on the appropriateness of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Strata Plan 76137 ability to continue as a going concern. If we conclude that a material uncertainty exists, or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Strata Plan 76137 to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with Managing Agents regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

ECON AUDIT AND ASSURANCE SERVICES PTY LTD



G T VENARDOS

Registered Company Auditor

Dated in Sydney, this 25th day of September 2019

Levy Position

Financial Year Start 1/08/2018 as at 31/07/2019

Registered for GST

Administration Fund

Lot	Unit	Paid To	CR Balance	General				Special				Interest		
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$
1	1101	1/11/2019	0.00	404.62	4,450.96	4,450.96	0.00	1,112.75	0.00	0.00	0.00	0.00	0.00	0.00
2	1217	1/11/2019	0.00	332.16	3,653.96	3,653.96	0.00	0.00	0.00	0.00	0.00	0.00	50.03	0.00
3	1216	1/08/2019	0.00	355.53	3,911.01	2,637.93	1,273.08	0.00	0.00	0.00	0.00	0.00	135.66	49.99
4	1215	1/11/2019	0.00	317.74	3,495.26	3,495.26	0.00	873.82	0.00	0.00	0.00	0.00	8.42	0.00
5	1214	1/11/2019	0.00	322.24	3,544.76	3,544.76	0.00	873.82	0.00	0.00	0.00	0.00	0.00	0.00
6	1213	1/11/2019	0.00	317.74	3,495.26	3,495.26	0.00	873.82	0.00	0.00	0.00	0.00	0.00	0.00
7	1212	1/11/2019	34.83	322.24	3,544.76	3,544.76	0.00	873.82	0.00	0.00	0.00	0.00	0.00	0.00
8	1211	1/11/2019	0.00	317.74	3,495.26	3,495.26	0.00	873.82	0.00	0.00	0.00	0.00	0.00	0.00
9	1210	1/11/2019	0.00	343.51	3,778.76	3,575.26	203.50	0.00	0.00	0.00	0.00	0.00	64.04	0.00
10	1209	1/11/2019	0.00	317.74	3,495.26	3,495.26	0.00	873.82	0.00	0.00	0.00	0.00	0.00	0.00
11	1201	1/11/2019	0.00	361.20	3,973.14	3,973.14	0.00	993.29	0.00	0.00	0.00	0.00	0.00	0.00
12	1202	1/11/2019	0.00	231.67	2,548.46	2,515.40	33.06	0.00	0.00	0.00	0.00	0.00	1.25	0.00
13	1203	1/11/2019	0.00	229.40	2,523.46	2,523.46	0.00	630.87	0.00	0.00	0.00	0.00	0.00	0.00
14	1204	1/11/2019	0.00	220.72	2,428.00	2,378.50	49.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	1205	1/11/2018	0.00	315.28	3,726.17	0.00	3,726.17	0.00	8.09	89.00	0.00	89.00	199.38	193.11
16	1206	1/11/2019	0.00	216.22	2,378.50	2,378.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	1207	1/11/2019	0.00	216.22	2,378.50	2,378.50	0.00	594.63	0.00	0.00	0.00	0.00	0.00	0.00
18	1208	1/11/2019	0.00	220.72	2,428.00	2,428.00	0.00	594.63	0.00	0.00	0.00	0.00	0.00	0.00
19	1301	1/11/2019	0.00	373.98	4,113.90	4,113.90	0.00	1,016.10	0.00	0.00	0.00	0.00	0.00	0.00
20	1302	1/11/2019	0.00	236.26	2,598.66	2,598.66	0.00	0.00	0.00	0.00	0.00	0.00	0.05	0.00
21	1303	1/11/2019	0.00	302.14	3,323.48	3,323.48	0.00	830.86	0.00	0.00	0.00	0.00	0.00	0.00
22	1304	1/11/2019	0.00	237.32	2,610.56	2,610.56	0.00	640.27	0.00	0.00	0.00	0.00	0.00	0.00
23	1305	1/11/2019	0.00	237.36	2,611.06	2,611.06	0.00	640.27	0.00	0.00	0.00	0.00	18.07	0.00
24	1306	1/11/2019	0.00	225.12	2,476.34	2,476.34	0.00	606.71	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Administration Fund

Lot	Unit	Paid To	CR Balance	General				Special				Interest			
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
25	1307	1/11/2019	0.00	222.12	2,443.34	2,443.34	0.00	606.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	1308	1/11/2019	0.00	311.23	3,423.62	3,398.62	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	1309	1/11/2019	0.00	320.30	3,523.30	3,523.30	0.00	868.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	1310	1/11/2019	0.00	315.80	3,473.80	3,473.80	0.00	868.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	1311	1/11/2019	0.00	340.80	3,748.80	3,748.80	0.00	924.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	1312	1/11/2019	0.00	320.30	3,523.30	3,523.30	0.00	868.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	1313	1/11/2019	0.00	318.07	3,498.80	3,498.80	0.00	868.45	0.00	0.00	0.00	0.00	0.00	2.41	0.00
32	1314	1/11/2019	0.00	325.62	3,581.80	3,581.80	0.00	868.45	0.00	0.00	0.00	0.00	0.00	1.24	0.00
33	1315	1/11/2019	0.00	315.80	3,473.80	3,473.80	0.00	868.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	1316	1/11/2019	0.00	340.80	3,748.80	3,748.80	0.00	924.83	0.00	0.00	0.00	0.00	0.00	32.72	0.00
35	1317	1/11/2019	0.00	336.30	3,699.30	3,699.30	0.00	924.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	1402	1/11/2019	0.00	322.62	3,548.96	3,548.96	0.00	887.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	1401	1/11/2019	0.00	380.55	4,186.06	4,186.06	0.00	1,040.26	0.00	0.00	0.00	0.00	0.00	13.27	0.00
38	1501	1/11/2019	0.00	381.68	4,198.62	4,198.62	0.00	1,049.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	1502	1/11/2019	0.00	315.80	3,473.80	3,473.80	0.00	868.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	1503	1/11/2019	0.00	357.78	3,935.56	3,935.56	0.00	983.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	1504	1/11/2019	398.39	357.78	3,935.56	3,935.56	0.00	983.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	1505	1/11/2019	0.00	357.78	3,935.56	3,935.56	0.00	983.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43	1506	1/11/2019	0.00	311.35	3,424.94	3,424.94	0.00	836.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	1507	1/11/2019	0.00	304.08	3,344.94	3,344.94	0.00	836.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	1508	1/11/2019	0.00	304.08	3,344.94	3,344.94	0.00	836.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	1509	1/11/2019	0.00	283.60	3,119.46	3,119.46	0.00	779.87	0.00	0.00	0.00	0.00	0.00	182.57	0.00
47	1601	1/11/2019	0.00	372.92	4,102.00	4,102.00	0.00	1,025.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	1602	1/11/2019	0.00	431.48	4,746.28	4,746.28	0.00	1,186.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	1701	1/11/2019	0.00	379.74	4,177.16	4,177.16	0.00	1,044.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50	1702	1/11/2019	0.00	434.90	4,783.86	4,783.86	0.00	1,195.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51	2101	1/11/2019	880.55	232.82	2,561.06	2,561.06	0.00	640.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52	2102	1/11/2019	0.00	263.58	2,899.32	2,899.32	0.00	724.83	0.00	0.00	0.00	0.00	0.00	9.64	0.00
53	2103	1/11/2019	0.00	263.58	2,899.32	2,899.32	0.00	724.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Administration Fund

Lot	Unit	Paid To	CR Balance	General				Special				Interest			
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
54	2104	1/11/2019	0.00	275.35	3,028.82	3,028.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55	2105	1/11/2019	0.00	270.39	2,974.32	2,974.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.03	10.38
56	2106	1/11/2019	0.00	260.16	2,861.74	2,861.74	0.00	715.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57	2107	1/08/2019	0.00	262.43	2,886.74	2,861.74	25.00	0.00	0.00	0.00	0.00	0.00	0.00	4.58	3.81
58	2108	1/11/2019	0.00	236.26	2,598.66	2,598.66	0.00	649.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00
59	2109	1/11/2019	0.00	266.52	2,931.56	2,931.56	0.00	732.89	0.00	0.00	0.00	0.00	0.00	12.29	0.00
60	2110	1/11/2019	0.00	223.06	2,453.68	2,453.68	0.00	613.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	2111	1/08/2019	0.00	219.47	2,414.24	2,414.24	0.00	562.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	2112	1/11/2019	0.00	219.47	2,414.24	2,414.24	0.00	597.31	0.00	0.00	0.00	0.00	0.00	29.78	0.00
63	2113	1/11/2019	0.00	217.20	2,389.24	2,389.24	0.00	597.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64	2114	1/11/2019	0.00	217.20	2,389.24	2,389.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65	2115	1/11/2019	0.00	217.20	2,389.24	2,389.24	0.00	597.31	0.00	0.00	0.00	0.00	0.00	0.06	0.00
66	2116	1/11/2019	0.00	217.20	2,389.24	2,389.24	0.00	597.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67	2117	1/11/2019	0.00	217.20	2,389.24	2,389.24	0.00	597.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68	2118	1/11/2019	0.00	217.20	2,389.24	2,389.24	0.00	597.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	2301	1/11/2019	0.00	266.52	2,931.56	2,931.56	0.00	732.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70	2302	1/11/2019	0.00	268.94	2,958.38	2,958.38	0.00	739.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	2303	1/11/2019	0.00	266.52	2,931.56	2,931.56	0.00	732.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	2304	1/11/2019	0.00	262.12	2,883.22	2,883.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73	2305	1/11/2019	0.00	251.86	2,770.46	2,770.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74	2306	1/11/2019	1,266.06	256.36	2,819.96	2,819.96	0.00	692.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75	2307	1/11/2019	0.00	256.36	2,819.96	2,819.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76	2308	1/11/2019	0.00	251.86	2,770.46	2,770.46	0.00	692.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77	2309	1/11/2019	0.00	251.86	2,770.46	2,770.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.23	0.00
78	2310	1/11/2019	0.00	251.86	2,770.46	2,770.46	0.00	692.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
79	2311	1/11/2019	0.00	276.10	3,037.14	3,037.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.93	0.00
80	2312	1/11/2019	0.00	223.06	2,453.68	2,453.68	0.00	613.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	2313	1/11/2019	0.00	220.72	2,428.00	2,428.00	0.00	594.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00
82	2314	1/11/2019	0.00	220.72	2,428.00	2,428.00	0.00	594.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Administration Fund

General														Special			Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$			
83	2315	1/11/2019	0.00	216.22	2,378.50	2,378.50	0.00	594.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
84	2316	1/11/2019	0.00	220.72	2,428.00	2,428.00	0.00	594.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
85	2317	1/11/2019	0.00	216.22	2,378.50	2,378.50	0.00	594.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
86	2318	1/11/2019	0.00	218.49	2,403.50	2,403.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.68	0.00			
87	2319	1/11/2019	0.00	264.39	2,908.22	2,908.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.19	0.50			
88	2401	1/11/2019	0.00	253.32	2,786.56	2,786.56	0.00	696.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
89	2402	1/11/2019	0.00	282.45	3,106.88	3,081.88	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
90	2403	1/11/2019	0.00	273.34	3,006.70	3,006.70	0.00	751.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
91	2404	1/11/2019	0.00	275.71	3,032.88	3,032.88	0.00	354.32	0.00	0.00	0.00	0.00	0.00	15.60	0.00			
92	2501	1/11/2019	0.00	320.68	3,527.48	3,527.48	0.00	881.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
93	2502	1/11/2019	0.00	275.28	3,028.18	3,028.18	0.00	757.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
94	2503	1/11/2019	0.00	313.86	4,705.24	4,705.24	0.00	863.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
95	2504	1/11/2019	0.00	313.86	3,452.34	3,452.34	0.00	863.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
96	2505	1/11/2019	66.90	313.86	3,452.34	3,452.34	0.00	863.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
97	2506	1/11/2019	0.00	302.62	3,328.84	3,328.84	0.00	832.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
98	2507	1/11/2019	0.00	302.62	3,328.84	3,328.84	0.00	623.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
99	2508	1/11/2019	0.00	307.12	3,378.34	3,378.34	0.00	782.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
100	Block A Lv8		0.00	0.48	5.36	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.76	3.94			
101	Block A Lv9		0.00	0.48	5.36	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.76	3.94			
102	Block A Lv10		0.00	0.48	5.36	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.76	3.94			
103		1/11/2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
104	3101	1/11/2019	0.00	314.82	3,463.06	3,463.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
105	3102	1/11/2019	0.00	257.34	2,830.82	2,830.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
106	3103	1/11/2019	0.00	220.14	2,421.46	2,421.46	0.00	605.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
107	3201	1/11/2019	0.00	354.02	3,894.28	3,869.28	25.00	0.00	0.00	0.00	0.00	0.00	0.00	23.12	0.00			
108	3202	1/11/2019	0.00	246.48	2,711.38	2,711.38	0.00	677.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
109	3203	1/11/2019	0.00	264.06	2,904.68	2,904.68	0.00	726.18	0.00	0.00	0.00	0.00	0.00	2.11	0.00			
110	3204	1/11/2019	0.00	209.88	2,308.72	2,308.72	0.00	577.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00			

Registered for GST

Administration Fund

Lot	Unit	Paid To	CR Balance	General				Special				Interest			
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
111	3205	1/11/2019	0.00	297.74	3,275.14	3,275.14	0.00	818.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112	3206	1/11/2019	0.00	249.25	2,741.76	2,741.76	0.00	679.20	0.00	0.00	0.00	0.00	17.16	0.00	0.00
113	3207	1/11/2019	0.00	232.82	2,561.06	2,561.06	0.00	640.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00
114	3208	1/11/2019	0.00	292.57	3,218.22	2,345.39	872.83	0.00	0.00	0.00	0.00	0.00	77.92	0.00	0.00
115	3209	1/11/2019	0.00	244.64	2,691.08	2,691.08	0.00	660.40	0.00	0.00	0.00	0.00	0.17	0.00	0.00
116	3210	1/11/2019	0.00	244.54	2,689.92	2,689.92	0.00	672.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00
117	3211	1/11/2019	0.00	351.75	6,455.94	6,455.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
118	3212	1/11/2019	0.00	355.34	3,908.72	3,908.72	0.00	977.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119	3213	1/11/2019	0.00	359.84	3,958.22	3,958.22	0.00	977.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	3214	1/11/2019	0.00	355.34	3,908.72	3,908.72	0.00	977.17	0.00	0.00	0.00	0.00	9.46	0.00	0.00
121	3215	1/11/2019	0.00	359.84	3,958.22	3,958.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
122	3216	1/11/2019	0.00	359.84	3,958.22	3,958.22	0.00	977.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00
123	3217	1/11/2019	0.00	351.92	3,871.12	3,871.12	0.00	967.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00
124	3218	1/11/2019	0.00	347.54	3,822.80	3,822.80	0.00	955.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
125	3219	1/11/2019	0.00	352.90	3,881.88	3,881.88	0.00	970.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00
126	3220	1/11/2019	0.00	332.88	3,661.72	3,661.72	0.00	915.43	0.00	0.00	0.00	0.00	17.88	0.00	0.00
127	3401	1/11/2019	0.00	343.62	3,779.84	3,779.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	3402	1/11/2019	0.00	353.40	3,887.24	3,887.24	0.00	4.00	0.00	0.00	0.00	0.00	0.10	0.00	0.00
129	3403	1/11/2019	0.00	232.82	2,561.06	2,561.06	0.00	640.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130	3404	1/11/2019	0.00	257.27	2,829.94	2,829.94	0.00	697.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
131	3405	1/11/2019	0.00	290.42	3,194.62	3,194.62	0.00	798.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00
132	3406	1/11/2019	1,309.41	269.42	2,963.74	2,963.74	0.00	740.94	0.00	0.00	0.00	0.00	0.01	0.00	0.00
133	3407	1/11/2019	0.00	313.14	3,444.58	3,419.58	25.00	0.00	0.00	0.00	0.00	0.00	32.81	0.80	0.00
134	3408	1/11/2019	0.00	311.73	3,429.02	3,429.02	0.00	851.00	0.00	0.00	0.00	0.00	23.82	0.00	0.00
135	3409	1/11/2019	0.00	315.32	3,468.44	3,468.44	0.00	867.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00
136	3410	1/11/2019	0.00	324.60	3,570.46	3,570.46	0.00	349.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00
137	3411	1/11/2019	0.00	325.18	3,576.98	3,576.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
138	3412	1/11/2019	0.00	346.76	3,814.46	3,814.46	0.00	887.25	0.00	0.00	0.00	0.00	9.33	0.00	0.00
139	3413	1/11/2019	0.00	322.62	3,548.96	3,548.96	0.00	887.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Administration Fund

Lot	Unit	Paid To	CR Balance	General				Special				Interest			
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
140	3414	1/11/2019	280.02	322.62	3,548.96	3,548.96	0.00	887.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
141	3415	1/11/2019	0.00	326.54	3,591.92	3,591.92	0.00	897.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00
142	3416	1/11/2019	0.00	369.98	4,069.78	4,069.78	0.00	42.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00
143	3417	1/11/2019	0.00	389.62	4,285.74	4,285.74	0.00	1,059.06	0.00	0.00	0.00	0.00	0.00	4.92	0.00
144	3418	1/11/2019	0.00	367.06	4,037.58	4,037.58	0.00	1,009.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00
145	3419	1/11/2019	0.00	367.06	4,037.58	4,037.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.35	0.00
146	3420	1/11/2019	0.00	374.33	4,117.58	4,117.58	0.00	1,009.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00
147	3421	1/11/2019	0.00	366.08	4,026.82	4,026.82	0.00	1,006.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00
148	3422	1/11/2019	0.00	363.14	3,994.60	3,994.60	0.00	998.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00
149	3423	1/11/2019	0.00	363.76	4,001.16	4,001.16	0.00	987.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00
150	3424	1/11/2019	0.00	356.75	3,924.28	3,924.28	0.00	961.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00
151	3425	1/11/2019	0.00	343.14	3,774.48	3,774.48	0.00	943.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
152	D1	1/11/2019	0.00	532.52	5,857.68	5,857.68	0.00	1,464.42	0.00	0.00	0.00	0.00	0.00	0.30	0.00
153	D2	1/11/2019	0.00	515.92	5,675.14	5,675.14	0.00	1,418.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00
154	D3	1/11/2019	0.00	515.92	5,675.14	5,675.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
155	D4	1/11/2019	0.00	515.92	5,675.14	5,675.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.43	6.30
156	D5	1/11/2019	0.00	515.92	5,675.14	5,675.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
157	D6	1/11/2019	0.00	515.92	5,675.14	5,675.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
158	D7	1/11/2019	0.00	515.92	5,675.14	5,675.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.95	12.95
159	D8	1/11/2019	0.00	515.92	5,675.14	5,675.14	0.00	1,418.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00
160	D9	1/11/2019	0.00	515.92	5,675.14	5,675.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.24	0.00
161	D10	1/11/2019	0.00	515.92	5,675.14	5,675.14	0.00	1,418.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00
162	D11	1/11/2019	0.00	553.02	6,083.18	6,083.18	0.00	235.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00
163	3165	1/11/2019	0.00	23.42	257.70	257.70	0.00	64.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
164	CS164	1/11/2019	0.00	23.42	257.70	257.70	0.00	64.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				4,236.16	49,279.03	546,169.18	539,869.96	6,343.14	97,508.41	8.09	89.00	0.00	1,162.48	289.66	

Registered for GST

Capital Works Fund

General															Special				Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$					
1	1101	1/11/2019	0.00	166.62	1,832.92	1,832.92	0.00	458.23	214.40	2,358.32	2,358.32	0.00	0.00	0.00	0.00					
2	1217	1/11/2019	0.00	132.86	1,461.46	1,461.46	0.00	252.62	170.94	1,880.40	1,880.40	0.00	0.00	47.70	4.16					
3	1216	1/08/2019	0.00	130.86	1,439.36	1,053.20	386.16	0.00	168.36	1,851.96	212.76	1,639.20	0.00	74.29	74.29					
4	1215	1/11/2019	0.00	130.86	1,439.36	1,439.36	0.00	359.84	168.36	1,851.96	1,851.96	0.00	0.00	3.29	0.00					
5	1214	1/11/2019	0.00	130.86	1,439.36	1,439.36	0.00	359.84	168.36	1,851.96	1,851.96	0.00	276.05	0.00	0.00					
6	1213	1/11/2019	0.00	130.86	1,439.36	1,439.36	0.00	359.84	168.36	1,851.96	1,851.96	0.00	0.00	0.00	0.00					
7	1212	1/11/2019	0.00	130.86	1,439.36	1,439.36	0.00	359.84	168.36	1,851.96	1,851.96	0.00	925.98	0.00	0.00					
8	1211	1/11/2019	0.00	130.86	1,439.36	1,439.36	0.00	359.84	168.36	1,851.96	1,851.96	0.00	0.00	0.00	0.00					
9	1210	1/11/2019	0.00	130.86	1,439.36	1,439.36	0.00	0.00	168.36	1,851.96	1,605.14	246.82	0.00	41.58	26.55					
10	1209	1/11/2019	0.00	130.86	1,439.36	1,439.36	0.00	359.84	168.36	1,851.96	1,851.96	0.00	0.87	0.00	0.00					
11	1201	1/11/2019	0.00	148.76	1,636.16	1,636.16	0.00	409.04	191.38	2,105.14	2,105.14	0.00	0.00	0.00	0.00					
12	1202	1/11/2019	0.00	94.48	1,039.18	1,039.18	0.00	0.00	121.56	1,337.06	668.53	668.53	0.00	15.52	7.52					
13	1203	1/11/2019	0.00	94.48	1,039.18	1,039.18	0.00	259.80	121.56	1,337.06	1,337.06	0.00	0.00	0.00	0.00					
14	1204	1/11/2019	0.00	89.04	979.48	979.48	0.00	0.00	114.56	1,260.24	1,260.24	0.00	0.00	0.00	0.00					
15	1205	1/11/2018	0.00	89.04	979.48	188.16	791.32	0.00	114.56	1,260.24	0.00	1,260.24	0.00	105.74	111.44					
16	1206	1/11/2019	0.00	89.04	979.48	979.48	0.00	0.00	114.56	1,260.24	1,260.24	0.00	0.00	0.00	0.00					
17	1207	1/11/2019	0.00	89.04	979.48	979.48	0.00	244.87	114.56	1,260.24	1,260.24	0.00	630.12	0.00	0.00					
18	1208	1/11/2019	0.00	89.04	979.48	979.48	0.00	244.87	114.56	1,260.24	1,260.24	0.00	0.00	0.00	0.00					
19	1301	1/11/2019	0.00	152.16	1,673.72	1,673.72	0.00	418.43	195.78	2,153.50	2,153.50	0.00	0.00	0.00	0.00					
20	1302	1/11/2019	0.00	97.28	1,070.12	1,070.12	0.00	0.00	125.18	1,376.88	1,376.88	0.00	0.00	0.00	0.00					
21	1303	1/11/2019	0.00	124.42	1,368.62	1,368.62	0.00	342.16	160.08	1,760.92	1,760.92	0.00	0.00	0.00	0.00					
22	1304	1/11/2019	0.00	95.88	1,054.64	1,054.64	0.00	263.66	123.36	1,356.96	1,356.96	0.00	0.00	0.00	0.00					
23	1305	1/11/2019	0.00	95.88	1,054.64	1,054.64	0.00	263.66	123.36	1,356.96	1,356.96	0.00	0.00	13.85	6.88					
24	1306	1/11/2019	0.00	90.84	999.36	999.36	0.00	249.84	116.90	1,285.84	1,285.84	0.00	0.00	0.00	0.00					
25	1307	1/11/2019	0.00	90.84	999.36	999.36	0.00	249.84	116.90	1,285.84	1,285.84	0.00	0.00	0.00	0.00					
26	1308	1/11/2019	0.00	127.24	1,399.58	1,399.58	0.00	0.00	163.70	1,800.74	900.37	900.37	0.00	13.56	13.56					
27	1309	1/11/2019	0.00	130.04	1,430.52	1,430.52	0.00	357.63	167.32	1,840.56	1,840.56	0.00	0.00	0.00	0.00					
28	1310	1/11/2019	0.00	130.04	1,430.52	1,430.52	0.00	357.63	167.32	1,840.56	1,840.56	0.00	0.00	0.00	0.00					
29	1311	1/11/2019	0.00	138.48	1,523.36	1,523.36	0.00	380.84	178.18	1,960.04	1,960.04	0.00	0.00	0.00	0.00					

Registered for GST

Capital Works Fund

General										Special				Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
30	1312	1/11/2019	0.00	130.04	1,430.52	1,430.52	0.00	357.63	167.32	1,840.56	1,840.56	0.00	0.00	0.00	0.00
31	1313	1/11/2019	0.00	130.04	1,430.52	1,430.52	0.00	357.63	167.32	1,840.56	1,840.56	0.00	0.00	5.63	0.00
32	1314	1/11/2019	0.00	130.04	1,430.52	1,430.52	0.00	357.63	167.32	1,840.56	1,840.56	0.00	0.00	0.00	0.00
33	1315	1/11/2019	0.00	130.04	1,430.52	1,430.52	0.00	357.63	167.32	1,840.56	1,840.56	0.00	0.00	0.00	0.00
34	1316	1/11/2019	0.00	138.48	1,523.36	1,523.36	0.00	380.84	178.18	1,960.04	1,960.04	0.00	0.00	12.83	0.00
35	1317	1/11/2019	0.00	138.48	1,523.36	1,523.36	0.00	380.84	178.18	1,960.04	1,960.04	0.00	0.00	0.00	0.00
36	1402	1/11/2019	0.00	132.86	1,461.46	1,461.46	0.00	365.37	170.94	1,880.40	1,880.40	0.00	0.00	0.00	0.00
37	1401	1/11/2019	0.00	155.78	1,713.54	1,713.54	0.00	428.38	200.42	2,204.70	2,204.70	0.00	1,102.35	5.12	0.00
38	1501	1/11/2019	0.00	157.18	1,729.00	1,729.00	0.00	432.26	202.24	2,224.62	2,224.62	0.00	0.00	0.00	0.00
39	1502	1/11/2019	0.00	130.04	1,430.52	1,430.52	0.00	357.63	167.32	1,840.56	1,840.56	0.00	0.00	0.00	0.00
40	1503	1/11/2019	0.00	147.34	1,620.66	1,620.66	0.00	405.16	189.56	2,085.22	2,085.22	0.00	0.00	0.00	0.00
41	1504	1/11/2019	0.00	147.34	1,620.66	1,620.66	0.00	405.16	189.56	2,085.22	2,085.22	0.00	1,042.61	0.00	0.00
42	1505	1/11/2019	0.00	147.34	1,620.66	1,620.66	0.00	405.16	189.56	2,085.22	2,085.22	0.00	0.00	0.00	0.00
43	1506	1/11/2019	0.00	125.24	1,377.46	1,377.46	0.00	344.37	161.12	1,772.30	1,772.30	0.00	33.32	0.00	0.00
44	1507	1/11/2019	0.00	125.24	1,377.46	1,377.46	0.00	344.37	161.12	1,772.30	1,772.30	0.00	33.32	0.00	0.00
45	1508	1/11/2019	0.00	125.24	1,377.46	1,377.46	0.00	344.37	161.12	1,772.30	1,772.30	0.00	0.00	0.00	0.00
46	1509	1/11/2019	0.00	116.78	1,284.58	1,284.58	0.00	321.15	150.26	1,652.82	1,652.82	0.00	0.00	78.54	0.21
47	1601	1/11/2019	0.00	153.56	1,689.20	1,689.20	0.00	422.30	197.58	2,173.40	2,173.40	0.00	40.88	0.00	0.00
48	1602	1/11/2019	0.00	177.68	1,954.52	1,954.52	0.00	488.63	228.62	2,514.78	2,514.78	0.00	0.00	0.00	0.00
49	1701	1/11/2019	0.00	156.38	1,720.16	1,720.16	0.00	430.05	201.20	2,213.24	2,213.24	0.00	0.00	0.00	0.00
50	1702	1/11/2019	0.00	179.10	1,970.00	1,970.00	0.00	492.50	230.42	2,534.70	2,534.70	0.00	0.00	0.06	0.00
51	2101	1/11/2019	0.00	95.88	1,054.64	1,054.64	0.00	263.66	123.36	1,356.96	1,356.96	0.00	678.48	0.00	0.00
52	2102	1/11/2019	0.00	108.54	1,193.94	1,193.94	0.00	298.49	139.66	1,536.18	1,536.18	0.00	0.31	3.72	0.00
53	2103	1/11/2019	0.00	108.54	1,193.94	1,193.94	0.00	298.49	139.66	1,536.18	1,536.18	0.00	0.00	0.00	0.00
54	2104	1/11/2019	0.00	108.54	1,193.94	1,193.94	0.00	0.00	139.66	1,536.18	1,536.18	0.00	0.00	0.00	0.00
55	2105	1/11/2019	0.00	108.54	1,193.94	1,193.94	0.00	0.00	139.66	1,536.18	1,536.18	0.00	0.00	21.66	21.66
56	2106	1/11/2019	0.00	107.12	1,178.44	1,178.44	0.00	294.61	137.84	1,516.26	1,516.26	0.00	0.00	0.00	0.00
57	2107	1/08/2019	0.00	107.12	1,178.44	1,178.44	0.00	0.00	137.84	1,516.26	1,516.26	466.74	0.00	5.53	5.53
58	2108	1/11/2019	0.00	97.28	1,070.12	1,070.12	0.00	267.53	125.18	1,376.88	1,376.88	0.00	0.00	0.00	0.00

Registered for GST

Capital Works Fund

		General										Special			Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$	
59	2109	1/11/2019	0.00	109.74	1,207.20	1,207.20	0.00	301.81	141.20	1,553.24	1,553.24	0.00	0.00	4.75	0.00	
60	2110	1/11/2019	0.00	91.86	1,010.44	1,010.44	0.00	252.60	118.18	1,300.06	1,300.06	0.00	24.46	0.00	0.00	
61	2111	1/11/2019	0.00	89.46	983.92	983.92	0.00	245.97	115.08	1,265.92	1,265.92	0.00	0.00	10.41	0.87	
62	2112	1/11/2019	0.00	89.46	983.92	983.92	0.00	245.97	115.08	1,265.92	1,265.92	0.00	632.96	16.21	0.00	
63	2113	1/11/2019	0.00	89.46	983.92	983.92	0.00	245.97	115.08	1,265.92	1,265.92	0.00	0.00	0.00	0.00	
64	2114	1/11/2019	0.00	89.46	983.92	983.92	0.00	0.00	115.08	1,265.92	1,265.92	0.00	0.00	0.00	0.00	
65	2115	1/11/2019	0.00	89.46	983.92	983.92	0.00	245.97	115.08	1,265.92	1,265.92	0.00	23.82	0.03	0.00	
66	2116	1/11/2019	0.00	89.46	983.92	983.92	0.00	245.97	115.08	1,265.92	1,265.92	0.00	0.00	0.00	0.00	
67	2117	1/11/2019	0.00	89.46	983.92	983.92	0.00	245.97	115.08	1,265.92	1,265.92	0.00	0.00	0.00	0.00	
68	2118	1/11/2019	0.00	89.46	983.92	983.92	0.00	245.97	115.08	1,265.92	1,265.92	0.00	0.00	0.00	0.00	
69	2301	1/11/2019	0.00	109.74	1,207.20	1,207.20	0.00	301.81	141.20	1,553.24	1,553.24	0.00	0.00	0.00	0.00	
70	2302	1/11/2019	0.00	110.74	1,218.26	1,218.26	0.00	304.57	142.50	1,567.48	1,567.48	0.00	0.00	0.00	0.00	
71	2303	1/11/2019	0.00	109.74	1,207.20	1,207.20	0.00	301.81	141.20	1,553.24	1,553.24	0.00	776.62	0.00	0.00	
72	2304	1/11/2019	0.00	107.94	1,187.32	1,187.32	0.00	0.00	138.88	1,527.64	1,527.64	0.00	0.00	0.00	0.00	
73	2305	1/11/2019	0.00	103.72	1,140.88	1,140.88	0.00	0.00	133.44	1,467.90	1,467.90	0.00	0.00	0.00	0.00	
74	2306	1/11/2019	0.00	103.72	1,140.88	1,140.88	0.00	285.22	133.44	1,467.90	1,467.90	0.00	733.95	0.00	0.00	
75	2307	1/11/2019	0.00	103.72	1,140.88	1,140.88	0.00	0.00	133.44	1,467.90	1,467.90	0.00	0.00	0.00	0.00	
76	2308	1/11/2019	0.00	103.72	1,140.88	1,140.88	0.00	285.22	133.44	1,467.90	1,467.90	0.00	733.95	0.00	0.00	
77	2309	1/11/2019	0.00	103.72	1,140.88	1,140.88	0.00	0.00	133.44	1,467.90	1,467.90	0.00	0.00	0.09	0.00	
78	2310	1/11/2019	0.00	103.72	1,140.88	1,140.88	0.00	285.22	133.44	1,467.90	1,467.90	0.00	27.60	0.00	0.00	
79	2311	1/11/2019	0.00	105.74	1,163.00	1,163.00	0.00	0.40	136.04	1,496.36	1,496.36	0.00	0.00	5.16	2.60	
80	2312	1/11/2019	0.00	91.86	1,010.44	1,010.44	0.00	252.60	118.18	1,300.06	1,300.06	0.00	0.00	0.00	0.00	
81	2313	1/11/2019	0.00	89.04	979.48	979.48	0.00	244.87	114.56	1,260.24	1,260.24	0.00	0.00	0.00	0.00	
82	2314	1/11/2019	0.00	89.04	979.48	979.48	0.00	244.87	114.56	1,260.24	1,260.24	0.00	0.00	0.00	0.00	
83	2315	1/11/2019	0.00	89.04	979.48	979.48	0.00	244.87	114.56	1,260.24	1,260.24	0.00	0.00	0.00	0.00	
84	2316	1/11/2019	0.00	89.04	979.48	979.48	0.00	244.87	114.56	1,260.24	1,260.24	0.00	0.00	0.00	0.00	
85	2317	1/11/2019	0.00	89.04	979.48	979.48	0.00	244.87	114.56	1,260.24	1,260.24	0.00	0.00	0.00	0.00	
86	2318	1/11/2019	0.00	89.04	979.48	979.48	0.00	0.00	114.56	1,260.24	1,260.24	27.76	0.00	18.17	2.15	
87	2319	1/11/2019	0.00	107.94	1,187.32	1,187.32	0.00	0.00	138.88	1,527.64	1,527.64	0.00	0.00	9.21	9.25	

Registered for GST

Capital Works Fund

General										Special				Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
88	2401	1/11/2019	0.00	104.32	1,147.50	1,147.50	0.00	286.88	134.22	1,476.44	1,476.44	0.00	0.00	0.00	0.00
89	2402	1/11/2019	0.00	115.36	1,269.10	1,269.10	0.00	0.00	148.44	1,632.90	1,632.90	0.00	0.00	9.84	9.84
90	2403	1/11/2019	0.00	112.56	1,238.16	1,238.16	0.00	309.54	144.82	1,593.08	1,593.08	0.00	0.00	0.00	0.00
91	2404	1/11/2019	0.00	110.74	1,218.26	1,218.26	0.00	304.57	142.50	1,567.48	1,567.48	0.00	0.00	6.15	0.78
92	2501	1/11/2019	0.00	132.06	1,452.64	1,452.64	0.00	363.15	169.92	1,869.02	1,869.02	0.00	0.00	0.00	0.00
93	2502	1/11/2019	0.00	113.36	1,247.00	1,247.00	0.00	311.75	145.86	1,604.46	1,604.46	0.00	0.00	0.00	0.00
94	2503	1/11/2019	0.00	129.24	1,421.68	1,421.68	0.00	355.42	166.30	1,829.20	1,829.20	0.00	914.60	0.00	0.00
95	2504	1/11/2019	0.00	129.24	1,421.68	1,421.68	0.00	355.42	166.30	1,829.20	1,829.20	0.00	0.00	0.00	0.00
96	2505	1/11/2019	0.00	129.24	1,421.68	1,421.68	0.00	355.42	166.30	1,829.20	1,829.20	0.00	914.60	0.00	0.00
97	2506	1/11/2019	0.00	124.62	1,370.82	1,370.82	0.00	342.71	160.34	1,763.76	1,763.76	0.00	0.00	0.00	0.00
98	2507	1/11/2019	0.00	124.62	1,370.82	1,370.82	0.00	342.71	160.34	1,763.76	1,763.76	0.00	0.00	0.00	0.00
99	2508	1/11/2019	0.00	124.62	1,370.82	1,370.82	0.00	342.71	160.34	1,763.76	1,763.76	0.00	0.00	0.00	0.00
100	Block A Lv8		0.00	0.20	2.22	0.00	7.74	0.00	0.26	2.84	0.00	2.84	0.00	0.75	1.55
101	Block A Lv9		0.00	0.20	2.22	0.00	7.74	0.00	0.26	2.84	0.00	2.84	0.00	0.75	1.55
102	Block A Lv10		0.00	0.20	2.22	0.00	7.74	0.00	0.26	2.84	0.00	2.84	0.00	0.75	1.55
103			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104	3101	1/11/2019	0.00	129.64	1,426.10	1,426.10	0.00	0.00	166.80	1,834.88	1,834.88	0.00	0.00	0.00	0.00
105	3102	1/11/2019	0.00	103.92	1,143.08	1,143.08	0.00	0.00	133.70	1,470.74	1,470.74	0.00	0.00	0.00	0.00
106	3103	1/11/2019	0.00	90.66	997.16	997.16	0.00	249.29	116.64	1,283.00	1,283.00	0.00	0.00	0.00	0.00
107	3201	1/11/2019	0.00	143.92	1,583.08	1,583.08	0.00	0.00	185.18	2,036.88	1,018.44	1,018.44	0.00	24.30	15.35
108	3202	1/11/2019	0.00	101.50	1,116.54	1,116.54	0.00	279.14	130.60	1,436.62	1,436.62	0.00	0.00	0.00	0.00
109	3203	1/11/2019	0.00	108.74	1,196.14	1,196.14	0.00	299.04	139.92	1,539.04	1,539.04	0.00	0.00	6.32	6.32
110	3204	1/11/2019	0.00	86.44	950.74	950.74	0.00	237.69	111.20	1,223.26	1,223.26	0.00	0.00	0.00	0.00
111	3205	1/11/2019	0.00	122.60	1,348.70	1,348.70	0.00	337.18	157.76	1,735.32	1,735.32	0.00	867.66	0.00	0.00
112	3206	1/11/2019	0.00	101.72	1,118.78	1,118.78	0.00	279.70	130.86	1,439.46	1,439.46	0.00	36.13	6.63	0.00
113	3207	1/11/2019	0.00	95.88	1,054.64	1,054.64	0.00	263.66	123.36	1,356.96	1,356.96	0.00	0.00	0.00	0.00
114	3208	1/11/2019	0.00	107.94	1,187.32	868.78	318.54	0.00	138.88	1,527.64	763.82	763.82	0.00	37.98	31.35
115	3209	1/11/2019	0.00	98.90	1,087.82	1,087.82	0.00	44.98	127.24	1,399.64	1,399.64	0.00	0.00	0.06	0.00

Registered for GST

Capital Works Fund

		General										Special			Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$	
116	3210	1/11/2019	0.00	100.70	1,107.70	1,107.70	0.00	276.93	129.56	1,425.22	1,425.22	0.00	0.00	0.00	0.00	
117	3211	1/11/2019	0.00	143.92	1,583.08	1,583.08	0.00	0.00	185.18	2,036.88	2,036.88	0.00	0.00	17.58	0.00	
118	3212	1/11/2019	0.00	146.34	1,609.62	1,609.62	0.00	402.40	188.28	2,071.00	2,071.00	0.00	0.00	0.00	0.00	
119	3213	1/11/2019	0.00	146.34	1,609.62	1,609.62	0.00	402.40	188.28	2,071.00	2,071.00	0.00	0.00	0.00	0.00	
120	3214	1/11/2019	0.00	146.34	1,609.62	1,609.62	0.00	402.40	188.28	2,071.00	2,071.00	0.00	0.00	4.14	0.00	
121	3215	1/11/2019	0.00	146.34	1,609.62	1,609.62	0.00	0.00	188.28	2,071.00	2,071.00	0.00	0.00	0.00	0.00	
122	3216	1/11/2019	0.00	146.34	1,609.62	1,609.62	0.00	402.40	188.28	2,071.00	2,071.00	0.00	0.00	0.00	0.00	
123	3217	1/11/2019	0.00	144.92	1,594.14	1,594.14	0.00	398.53	186.46	2,051.08	2,051.08	0.00	0.00	0.00	0.00	
124	3218	1/11/2019	0.00	143.12	1,574.24	1,574.24	0.00	393.56	184.14	2,025.48	2,025.48	0.00	0.00	0.00	0.00	
125	3219	1/11/2019	0.00	145.32	1,598.56	1,598.56	0.00	399.64	186.98	2,056.78	2,056.78	0.00	0.00	0.00	0.00	
126	3220	1/11/2019	0.00	137.08	1,507.90	1,507.90	0.00	376.98	176.38	1,940.14	1,940.14	0.00	36.49	6.89	0.00	
127	3401	1/11/2019	0.00	141.50	1,556.54	1,556.54	0.00	0.00	182.06	2,002.72	2,002.72	0.00	0.00	0.00	0.00	
128	3402	1/11/2019	0.00	145.52	1,600.76	1,600.76	0.00	0.00	187.24	2,059.62	2,059.62	0.00	0.00	16.09	0.00	
129	3403	1/11/2019	0.00	95.88	1,054.64	1,054.64	0.00	263.66	123.36	1,356.96	1,356.96	0.00	678.48	0.00	0.00	
130	3404	1/11/2019	0.00	104.52	1,149.72	1,149.72	0.00	287.43	134.48	1,479.28	1,479.28	0.00	0.00	0.00	0.00	
131	3405	1/11/2019	0.00	119.60	1,315.54	1,315.54	0.00	328.89	153.88	1,692.64	1,692.64	0.00	0.00	0.00	0.00	
132	3406	1/11/2019	0.00	110.96	1,220.48	1,220.48	0.00	305.12	142.76	1,570.32	1,570.32	0.00	785.16	0.86	0.00	
133	3407	1/11/2019	0.00	125.02	1,375.24	1,375.24	0.00	0.00	160.86	1,769.46	1,769.46	0.00	0.00	13.15	13.15	
134	3408	1/11/2019	0.00	127.44	1,401.78	1,401.78	0.00	350.45	163.96	1,803.58	1,803.58	0.00	0.00	9.90	0.00	
135	3409	1/11/2019	0.00	129.86	1,428.32	1,428.32	0.00	357.08	167.06	1,837.72	1,837.72	0.00	0.00	0.00	0.00	
136	3410	1/11/2019	0.00	133.66	1,470.30	1,470.30	0.00	0.00	171.98	1,891.78	1,891.78	0.00	0.00	0.00	0.00	
137	3411	1/11/2019	0.00	132.06	1,452.64	1,452.64	0.00	0.00	169.92	1,869.02	1,869.02	0.00	0.00	0.00	0.00	
138	3412	1/11/2019	0.00	132.86	1,461.46	1,461.46	0.00	365.37	170.94	1,880.40	1,880.40	0.00	0.00	1.83	0.00	
139	3413	1/11/2019	0.00	132.86	1,461.46	1,461.46	0.00	365.37	170.94	1,880.40	1,880.40	0.00	0.00	0.00	0.00	
140	3414	1/11/2019	0.00	132.86	1,461.46	1,461.46	0.00	365.37	170.94	1,880.40	1,880.40	0.00	940.20	0.00	0.00	
141	3415	1/11/2019	0.00	134.48	1,479.18	1,479.18	0.00	369.79	173.02	1,903.16	1,903.16	0.00	0.00	0.00	0.00	
142	3416	1/11/2019	0.00	152.36	1,675.94	1,675.94	0.00	0.00	196.04	2,156.36	2,156.36	0.00	0.00	0.00	0.00	
143	3417	1/11/2019	0.00	158.60	1,744.50	1,744.50	0.00	436.12	204.04	2,244.52	2,244.52	0.00	0.00	0.00	0.00	
144	3418	1/11/2019	0.00	151.14	1,662.66	1,662.66	0.00	415.67	194.48	2,139.28	2,139.28	0.00	0.00	0.00	0.00	

Registered for GST

Capital Works Fund

Lot	Unit	Paid To	CR Balance	General				Special				Interest				
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$	
145	3419	1/11/2019	0.00	151.14	1,662.66	1,662.66	0.00	0.00	194.48	2,139.28	2,139.28	0.00	0.00	4.08	0.00	
146	3420	1/11/2019	0.00	151.14	1,662.66	1,662.66	0.00	415.67	194.48	2,139.28	2,139.28	0.00	0.00	0.00	0.00	
147	3421	1/11/2019	0.00	150.74	1,658.24	1,658.24	0.00	414.57	193.96	2,133.58	2,133.58	0.00	40.11	0.00	0.00	
148	3422	1/11/2019	0.00	149.54	1,644.98	1,644.98	0.00	411.25	192.42	2,116.52	2,116.52	0.00	0.00	0.00	0.00	
149	3423	1/11/2019	0.00	147.94	1,627.30	1,627.30	0.00	406.82	190.34	2,093.76	2,093.76	0.00	0.00	0.00	0.00	
150	3424	1/11/2019	0.00	143.92	1,583.08	1,583.08	0.00	395.77	185.18	2,036.88	2,036.88	0.00	0.00	0.00	0.00	
151	3425	1/11/2019	0.00	141.30	1,554.32	1,554.32	0.00	388.59	181.80	1,999.88	1,999.88	0.00	0.00	0.00	0.00	
152	D1	1/11/2019	0.00	219.28	2,412.18	2,412.18	0.00	603.05	282.16	3,103.66	3,103.66	0.00	0.00	21.69	0.00	
153	D2	1/11/2019	0.00	212.46	2,337.04	2,337.04	0.00	584.25	273.36	3,006.94	3,006.94	0.00	56.57	0.00	0.00	
154	D3	1/11/2019	0.00	212.46	2,337.04	2,337.04	0.00	0.00	273.36	3,006.94	3,006.94	0.00	0.00	0.00	0.00	
155	D4	1/11/2019	0.00	212.46	2,337.04	2,337.04	0.00	0.00	273.36	3,006.94	3,006.94	0.00	0.00	12.88	12.88	
156	D5	1/11/2019	0.00	212.46	2,337.04	2,337.04	0.00	0.00	273.36	3,006.94	3,006.94	0.00	0.00	0.00	0.00	
157	D6	1/11/2019	0.00	212.46	2,337.04	2,337.04	0.00	0.00	273.36	3,006.94	3,006.94	0.00	0.00	0.00	0.00	
158	D7	1/11/2019	0.00	212.46	2,337.04	2,337.04	0.00	0.00	273.36	3,006.94	3,006.94	0.00	0.00	5.67	5.67	
159	D8	1/11/2019	0.00	212.46	2,337.04	2,337.04	0.00	584.25	273.36	3,006.94	3,006.94	0.00	0.00	0.00	0.00	
160	D9	1/11/2019	0.00	212.46	2,337.04	2,337.04	0.00	0.00	273.36	3,006.94	3,006.94	0.00	0.00	5.10	0.00	
161	D10	1/11/2019	0.00	212.46	2,337.04	2,337.04	0.00	584.25	273.36	3,006.94	3,006.94	0.00	0.00	0.00	0.00	
162	D11	1/11/2019	0.00	227.74	2,505.06	2,505.06	0.00	0.00	293.02	3,223.14	3,223.14	0.00	0.00	0.00	0.00	
163	3165	1/11/2019	0.00	9.66	106.14	106.14	0.00	26.53	12.42	136.56	136.56	0.00	0.00	0.00	0.00	
164	CS164	1/11/2019	0.00	9.66	106.14	106.14	0.00	26.53	12.42	136.56	136.56	0.00	0.00	1.50	0.00	
				0.00	20,100.28	221,100.44	219,597.76	1,519.24	40,199.45	25,861.62	284,477.98	276,979.41	7,498.57	12,987.65	727.54	386.66

Registered for GST

Other

Lot	Unit	Paid To	CR Balance	General					Special					Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
1	1101		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	1217		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	1216		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	1215		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	1214		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	1213		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	1212		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	1211		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	1210		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	1209		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	1201		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	1202		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	1203		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	1204		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	1205		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	1206		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	1207		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	1208		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	1301		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	1302		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	1303		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	1304		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	1305		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	1306		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	1307		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	1308		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	1309		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	1310		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	1311		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Other

Lot	Unit	General					Special					Interest			
		Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
30	1312		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	1313		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	1314		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	1315		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	1316		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	1317		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	1402		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	1401		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	1501		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	1502		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	1503		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	1504		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	1505		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43	1506		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	1507		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	1508		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	1509		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47	1601		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	1602		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	1701		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50	1702		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51	2101		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52	2102		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53	2103		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54	2104		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55	2105		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56	2106		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57	2107		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58	2108		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Levy Position

Financial Year Start 1/08/2018 as at 31/07/2019

Registered for GST

Other

Lot	Unit	Paid To	CR Balance	General					Special					Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
59	2109		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60	2110		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	2111		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	2112		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63	2113		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64	2114		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65	2115		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66	2116		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67	2117		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68	2118		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	2301		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70	2302		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	2303		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	2304		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73	2305		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74	2306		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75	2307		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76	2308		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77	2309		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
78	2310		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
79	2311		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80	2312		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	2313		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
82	2314		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
83	2315		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
84	2316		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
85	2317		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
86	2318		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
87	2319		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Other

General										Special				Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
88	2401		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
89	2402		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90	2403		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91	2404		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92	2501		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93	2502		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
94	2503		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
95	2504		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96	2505		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
97	2506		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
98	2507		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
99	2508		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100	Block A Lv8		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101	Block A Lv9		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
102	Block A Lv10		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
103			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104	3101		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105	3102		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
106	3103		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
107	3201		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
108	3202		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
109	3203		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110	3204		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
111	3205		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112	3206		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
113	3207		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
114	3208		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
115	3209		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Levy Position

Financial Year Start 1/08/2018 as at 31/07/2019

Registered for GST

Other

General															Special				Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$					
116	3210		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
117	3211		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
118	3212		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
119	3213		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
120	3214		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
121	3215		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
122	3216		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
123	3217		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
124	3218		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
125	3219		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
126	3220		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
127	3401		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
128	3402		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
129	3403		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
130	3404		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
131	3405		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
132	3406		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
133	3407		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
134	3408		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
135	3409		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
136	3410		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
137	3411		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
138	3412		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
139	3413		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
140	3414		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
141	3415		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
142	3416		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
143	3417		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
144	3418		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					

Levy Position

Financial Year Start 1/08/2018 as at 31/07/2019

Registered for GST

Other

Lot	Unit	Paid To	CR Balance	General					Special					Interest		
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$	
145	3419		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
146	3420		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
147	3421		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
148	3422		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
149	3423		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
150	3424		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
151	3425		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
152	D1		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
153	D2		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
154	D3		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
155	D4		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
156	D5		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
157	D6		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
158	D7		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
159	D8		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
160	D9		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
161	D10		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
162	D11		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
163	3165		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
164	CS164		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total:				4,236.16	69,379.31	767,269.62	759,467.72	7,862.38	137,707.86	25,869.71	284,566.98	276,979.41	7,587.57	12,987.65	1,890.02	676.32

Balance Sheet Levies Arrears/Advance as at 31/07/2019 \$(138,805.40)

represented by

Total Arrears \$16,126.27 - Total Advance/Credit \$154,931.67

Revenue & Expense (Actual / Budget)

for the year 01/08/2019 to 31/07/2020
as at 30/09/2019 17% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Last Year Actual as at 31/07/2019</u>
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Administration Fund

Revenue

110	Administrative Fund Levy	122,024.97			488,099.84
125	Insurance Claim Recovery				5,769.36
130	Interest Received				
130.20	Interest on Arrears (from Levies)	110.56			1,144.40
Total 130		110.56			1,144.40
195	Other				
195.15	Debt Collection Recovery	100.00			2,663.62
195.50	Sale of Keys/Remotes/Swipes/Fobs	100.00			1,526.83
195.60	Schedule B/D Reimbursement				
195.60.7	Status Certificate (s184/s26)	109.00			545.00
195.60.8	Strata Inspection Fees (s183)	31.00			217.00
Total 195		340.00			4,952.45
199	Prior Year Adjustments				1,183.18
Total Administration Fund Revenue		122,475.53			501,149.23

Expense

301	Accounting				
301.10	Audit Fees				1,100.00
					1,100.00
310	Bank Charges & Interest				
310.70	Transaction Fees				11.37
					11.37
320	Consultancy/Inspections				
320.25	Building/Defects	8,600.00			13,690.00
320.50	Legal Fees/Debt Collection	1,510.43			12,084.67
320.85	Workplace Health & Safety				1,333.14
320.86	Capital Works Report				1,616.36
320.95	Other Fees	2,400.00			2,192.73
Total 320		12,510.43			30,916.90
335	Insurance				
335.10	Premium				71,934.06
335.20	Excess				4,000.00
335.25	Claims Expense				5,769.36
335.70	Valuation				400.00
					82,103.42
340	Leases/Rentals				
340.30	Indoor Garden Plants/Floral Arrangements	242.66			1,455.96

Revenue & Expense (Actual / Budget)

for the year 01/08/2019 to 31/07/2020
as at 30/09/2019 17% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Last Year Actual as at 31/07/2019</u>
Total 340		242.66			1,455.96
345	Management Costs				
345.10	Agreed Fee (Schedule A)	5,171.68			30,262.52
345.20	Additional Fees (Schedule B)	2,036.36			9,678.03
345.30	Disbursements (Schedule D)				90.86
345.31	Itemised Disbursements				
345.31.1	Admin - Agent Disburst - Archiving				148.36
345.31.3	Admin - Agent Disburst - Accounting/BAS	181.82			1,045.44
345.31.8	Admin - Agent Disburst - Levy Notices				397.50
345.32	Itemised Disbursements				
345.32.3	Admin - Agent Disburst - Payment to Creditor	122.54			482.09
345.32.5	Admin - Agent Disburst - Photocopying				3,745.64
345.32.6	Admin - Agent Disburst - Postage				148.36
345.32.7	Admin - Agent Disburst - Stationery	54.55			163.64
345.33	Itemised Disbursements				
345.33.4	Admin - Agent Disburst - Sch B Fees - Compliance	490.91			63.64
345.33.5	Admin - Agent Disburst - Term Deposits				60.00
345.33.9	Admin -Agent Disburst-Trust acct audit				18.18
345.34	Fixed Disbursements (Schedule D)	864.40			3,457.60
345.80	Charges for Debt Collection	14.98			
Total 345		8,937.24			49,761.86
350	Maintenance, Service & Repairs				
350.10	Air Conditioning				
350.10.2	Non-Routine	540.00			1,035.00
350.13	Building Repair & Maintenance (General)	790.41			14,110.39
350.15	Carpark/Garage				
350.15.1	Doors & Gates - Contract	110.00			172.72
350.15.2	Doors & Gates - Non-Routine	3,070.00			
350.17	Cleaning				
350.17.1	Contract				500.00
350.17.2	Additional/Non-Routine	480.00			
350.17.3	Materials/Consumables	1,098.00			
350.17.6	Cleaning carpets				3,766.10
350.20	Communications				
350.20.4	Internet				180.00
350.20.6	Telephone	90.82			544.92
350.20.7	Television - Antenna				925.00
350.22	Doors & Windows	1,195.22			2,946.09
350.25	Electrical/Lighting				
350.25.3	Consumables				340.00
350.27	Fire Services				
350.27.1	Contract	2,559.00			11,597.00
350.27.2	Non-Routine	2,665.00			7,129.23
350.27.3	Compliance/Certification/Inspection				482.00
350.27.6	Monitoring	626.37			2,505.48
350.30	Grounds Maintenance/Caretaking				
350.30.2	Gardens/Grounds	710.00			12,209.06
350.30.9	Other	1,675.56			8,632.44
350.35	Lifts				
350.35.1	Maintenance Contract	11,218.68			42,703.47
350.35.2	Non-Routine	90.00			1,490.00

Revenue & Expense (Actual / Budget)

for the year 01/08/2019 to 31/07/2020
as at 30/09/2019 17% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Last Year Actual as at 31/07/2019</u>
350.35.5	Registration Fees				296.50
350.38	Painting Repairs & Materials				285.45
350.40	Pest Control	400.00			1,200.00
350.45	Pool/Spa/Sauna				
350.45.1	Maintenance Contract	844.89			5,916.50
350.50	Plumbing				
350.50.1	Routine				5,688.18
350.50.2	Non-Routine	4,084.18			3,314.07
350.50.9	Other				5,715.00
350.55	Pumps & Related	420.00			1,880.10
350.60	Security & Monitoring				
350.60.4	Intercoms				831.00
350.65	Waste Services				
350.65.1	Cardboard/Recycling				100.00
350.65.6	Garbage Compactor/Chute				887.00
Total 350		32,668.13			137,382.70
360	Meeting/Functions				
360.80	Venue Hire				262.50
					262.50
367	Reimbursement of Regulation Fees				
367.70	Status Certificate	119.90			545.00
367.80	Strata Inspection	31.00			217.00
Total 367		150.90			762.00
370	Security				
370.10	Keys, Remotes, Swipes & Fobs	213.64			3,663.20
Total 370		213.64			3,663.20
375	Site Services (Non-Employee)				
375.20	Building Manager/Caretaker	22,424.09			97,658.54
Total 375		22,424.09			97,658.54
390	Utilities/Rates				
390.20	Electricity	10,152.81			37,217.87
390.30	Gas	103.15			403.09
390.40	Water & Sewerage				42,571.49
390.90	Other	369.69			2,291.64
Total 390		10,625.65			82,484.09
	Total Administration Fund Expense	87,772.74			487,562.54
	Administration Fund Surplus / (Deficit)	34,702.79			13,586.69
	Administration Fund Opening Balance	117,594.18	117,594.18		104,007.49
	Administration Fund Closing Balance	152,296.97	117,594.18		117,594.18

Capital Works Fund

Revenue					
210	Capital Works/Sinking Fund Levy	50,250.05			201,000.16
220	Capital Works Fund - Special Levy	129,308.18			258,616.36

Revenue & Expense (Actual / Budget)

for the year 01/08/2019 to 31/07/2020
as at 30/09/2019 17% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Last Year Actual as at 31/07/2019</u>
230	Capital Works/Sinking Fund Interest Received				
230.10	Interest on Arrears (from Levies)	101.20			723.49
230.20	Interest on Investments - Capital Works/Sink Fund	101.67			14,289.97
Total 230		202.87			15,013.46
232	Income Tax Refund				332.00
	Total Capital Works Fund Revenue	179,761.10			474,961.98
Expense					
401	Accounting				
401.10	Tax Payments				4,020.50
401.20	Tax Preparation				225.00
					4,245.50
450	Upgrades & Replacements				
450.10	Air Conditioning/Exhaust/Ventilation				
450.10.6	Installations/Upgrades				2,320.00
450.12	Balcony/Balustrades/Railings				20,223.66
450.13	Building Upgrades & Improvements (General)	8,039.09			51,892.44
450.17	Cleaning				
450.17.7	Window Cleaning				12,100.00
450.20	Communications Upgrade/Equipment				
450.20.7	Television - Antenna				1,695.00
450.22	Doors & Windows				4,143.64
450.25	Electrical/Lighting				
450.25.1	Upgrades				3,695.94
450.25.9	Other	922.25			3,936.63
450.27	Fire Services				
450.27.1	Equipment & Installations				36,360.27
450.38	Painting & Surface Finishes				307.27
450.50	Plumbing				
450.50.1	Major Plumbing & Drainage				31,653.91
450.55	Pumps & Related				1,917.00
450.60	Security Equipment				
450.60.4	Gates & Intercoms				27,697.89
Total 450		8,961.34			197,943.65
	Total Capital Works Fund Expense	8,961.34			202,189.15
	Capital Works Fund Surplus / (Deficit)	170,799.76			272,772.83
	Capital Works Fund Opening Balance	1,006,046.21	1,006,046.21		733,273.38
	Capital Works Fund Closing Balance	1,176,845.97	1,006,046.21		1,006,046.21

Date 14 November 2019

The Owners – Strata Plan 76137

“Owners Corporation”

Attention: The Secretary

Address: 2-14 Eye Street, Erskineville NSW 2043

Phone:

Email:

ABN: 56 763 784 490

The Agent Strata Plus Pty Limited

“Agent”

Attention: David Ferguson, Managing Director

Address: PO Box H181 AUSTRALIA SQUARE NSW 1215

ABN: 30 096 175 709

Phone: (02) 8198 8500

SCA (NSW) Membership No: 3371

Email: info@strataplus.com.au


Licence No: 1138572

Particulars

Signatures

“Owners Corporation”

The common seal of the *owners corporation* was affixed on 14 November 2019 in the presence of:



Being the person(s) authorised by section 273 of the *Act* to attest the affixing of the seal.

“Agent”

Executed by the *Strata Plus Pty Limited* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:

Signature of Witness

Name of Witness

Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 5 for IMPORTANT NOTES to the parties when executing this *agreement*).

Signature

Agreement

1. Warranties and acknowledgment

- 1.1 The *owners corporation* warrants that it has resolved and has authority to enter into the *agreement*.
- 1.2 The *agent* warrants that the *agent* holds:
 - (a) a strata managing *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and
 - (b) professional indemnity insurance as indicated in *Item 1*.

2. Appointment of and delegation to *agent*

- 2.1 The *owners corporation*:
 - (a) appoints the *agent* as the strata managing *agent* for the strata *scheme*; and
 - (b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,
from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.
- 2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in schedule A1, being either:
 - (a) full authority with no limitations;
 - (b) full authority subject to limitations as disclosed in schedule A2; or
 - (c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

- 2.3 The parties acknowledge that:
 - (a) the delegation to the *agent* in clause 2.1 does not:
 - (i) constitute a delegation by the owners corporation of its power to make:
 - (A) a delegation under section 52 of the *Act*; or
 - (B) a decision on a matter required by the *Act* to be decided by the *owners corporation*; or
 - (C) a determination relating to the levying or payment of contributions; or
 - (ii) prevent the *owners corporation* or the *strata committee* from performing all or any of the *agreed services* or *additional services* (if any); and
 - (b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 237 of the *Act* once being notified of any such appointment by the *Tribunal* or the *owners corporation*.

3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
 - (a) the *agreed services fee*; and
 - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
 - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
 - (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.
 - (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
 - (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
 - (d) If the *owners corporation*:
 - (i) delegates the *agent* to arrange insurance cover;
 - (ii) selects the first or second option in *item 6*; and
 - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.
- 3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item 8*.
- 3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

4. Review of fees and charges

- 4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.
- 4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item 5*.
- 4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

5. Terminating the *agreement*

- 5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation extends the agreement* in accordance with section 50(4) of the *Act*.
- 5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.
- 5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation at general meeting*.
- 5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:
- (a) the *owners corporation*:
 - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
 - (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
 - (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
 - (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or
 - (b) the *agent* if:
 - (i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or
 - (ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or
 - (iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or
 - (iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.
- 5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:
- (a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or
 - (b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.
- 5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

6. Liability of the *agent* and exclusions

- 6.1 The *agent* is liable to the *owners corporation*:
- (a) only for *services* actually supplied or that should have been supplied under this *agreement*; and
 - (b) on the terms of this clause 6.
- 6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;
- (a) by third parties against the *agent*;
 - (b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.
- 6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.
- 6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.
- 6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.
- 6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the *owners corporation* including in respect of the matters referred to in clause 6.2 and 6.3.

7. Transfer of the *agreement*

- 7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.
- 7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.
- 7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.
- 7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *owners corporation* enter into a new agency *agreement* and the *owners corporation* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *strata committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.

8. Service of notices

8.1 Any notice to be served under the *agreement*:

- (a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and
- (b) is served the first time it is served if it is served more than once.

9. GST

9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.

9.2 The parties acknowledge that:

- (a) the *agreed services fee*, the *additional services rates* and the *charges* are inclusive of GST and are based on a GST rate of 10%; and
- (b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011*(NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.

10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, the *owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011* (as amended from time to time).

11. Definitions

The following words have these meanings in the *agreement* unless the contrary intention appears:

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in schedule A1 or schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: <ul style="list-style-type: none">a) schedule A1 other than those marked "No authority"; andb) schedule A2.
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>charges</i>	the costs and associated fees set out in schedule B and/or schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	schedules C1 and C2.
<i>strata committee</i>	the <i>strata committee</i> of the <i>strata scheme</i> .
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential <i>loss</i> or damages.
<i>term</i>	the period or event in <i>item 3</i> : <ul style="list-style-type: none">a) commencing on the commencement date; andb) expiring at the duration of the period identified or event in <i>item 3</i>.
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>owners corporation</i>	the <i>owners corporation</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>employees</i> , <i>agents</i> (other than the <i>agent</i>), contractors and invitees of the <i>owners corporation</i> .
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2014</i> (NSW).

<i>related persons</i>	in relation to a proposed transferee which is a: a) corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or b) partnership, — the partners and principal staff of the partnership.
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .
<i>standard work</i>	Means: a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting; c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs; d) maintenance of essential fire safety equipment; e) annual inspection and notifications required for essential fire safety equipment; f) pest management treatments (excluding fumigation); g) lift, traveller or escalator maintenance; or h) renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i> ; provided however: a) if any of these works require a principal contractor (as defined under the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>) to be appointed then the works will be considered <i>Non-Standard Work</i> ; or b) if there is any inconsistency between <i>Standard Work</i> and <i>Non-Standard Work</i> , the work will be interpreted as <i>Non-Standard Work</i> .
<i>strata scheme</i>	the <i>scheme</i> described on the front page of the <i>agreement</i> .
<i>Tribunal</i>	means the NSW Civil and Administrative Tribunal.

12. Interpretation

In the *agreement*, unless the contrary intention appears:

- (a) a reference to:
 - (i) a thing includes the whole or each part of it;
 - (ii) a document includes any variation or replacement of it;
 - (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
 - (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;
- (b) the singular includes the plural and vice versa;
- (c) headings do not affect interpretation; and
- (d) despite clause 11, the words defined in clause 11 are defined words whether or not these words are in italics.

Important notes for the parties when executing the *agreement*:

- The *agent* may not be entitled to any fee for services performed unless the agent serves a copy of the agreement signed by the agent on the owners corporation within 48 hours after the agreement is signed by or on behalf of the owners corporation.
- Once the terms of the *agreement* have been *agreed*, the *agent* should sign the *agreement* in duplicate and submit the *agreement* in duplicate to the *owners corporation* for signing. The *owners corporation* should sign, date and acknowledge receipt of the *agreement* on both counterparts.
- The *agent* should retain a copy of the signed *agreement*.
- A copy should be given to the secretary of the *owners corporation*.
- The *agent* should provide a copy of the proposed *agreement* to all parties required to be given notice of the meeting at which the *agreement* is proposed to be approved.
- If the *owners corporation* does not nominate two (2) persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the *strata committee*.

Schedule A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, "Full authority with no limitations" applies. **DO NOT** delete any *item* in this schedule, as it may render the *agreement* in breach of the *Property Stock and Business Agents Act 2002 (NSW)*. If a duty/function does not apply, then mark the box "No authority".

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(a)
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(b)
Arranging building inspections and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(c)
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owner's corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(e)
Arranging insurance cover for the <i>scheme</i> . NOTE: Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(f)
Serving notices to comply with a by-law.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(g)
Managing the sinking fund/capital works fund and the administrative fund.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(h)
Undertaking steps necessary to recover any money owing in relation to levies.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(i)
Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(j)
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(l)

Schedule A2 *

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

Duties and functions	Limitations on Authority (if nothing stated, then no limitations apply)	Fee Method
RECORD KEEPING		
6(b): Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	The authority is limited to carrying out the following functions: <ul style="list-style-type: none"> + Creation & maintenance of owner corporation records including: correspondence file (including email communications); Retain service contracts. + Maintain strata roll: record & retain section all relevant notices. + Maintain common seal and Disclosure Book + Archive retrieval and administration. + Records older than the statutory required period of 5 years (with the exception of minute books) will be destroyed. 	Agreed Fee
	<i>Affixing the common seal to documents, provision of Disclosure Book and interaction required to manage incomplete or deficient records will attract charges as listed in Schedule B</i>	Additional
FINANCIAL MATTERS		
6(a): Undertaking the financial management of funds and books of account. 6(h): Managing the sinking fund/capital works fund and the administrative fund.	The authority is limited to carrying out the following functions: <ul style="list-style-type: none"> + Establish trust accounts with the Agents banker + Bank reconciliations + Preparation of the administrative fund budget + Arranging quotations and estimates for the engaging of qualified persons to undertake capital works fund assessments under the Act. + Provide committee access to key financial information online + Assist auditor in providing accounts & records for audit 	Agreed Fee
	<i>Provision of services not listed above will attract charges as listed in Schedule B eg quotes from auditors, different budget options, capital works fund reconciliations.</i>	Additional
6(k): Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	The authority is limited to carrying out the following functions: <ul style="list-style-type: none"> + Payment of routine accounts/invoices from the administrative and sinking fund, including provision of remittances. + Arrange for a compliance company to ensure currency of insurances, licences, legitimacy of ABN etc. Note that there is an annual service charge direct from the supplier which is separate to this Agreement. 	Agreed Fee
	<i>Approval systems or investigative work required for the payment of accounts / invoices.</i>	Additional
6(i): Undertaking steps necessary to recover any money owing in relation to levies.	The undertaking of duties and functions will be limited to the following: <ul style="list-style-type: none"> + Issuing of Reminder & Final levy notices. + Liaising with debt collection agency or legal service provider. Note that the management of arrears is via a standard process where the lot owner is charged as per Section 86 for the associated administration & postage charges.	Agreed Fee
	<i>Provision of services outside the standard process will attract charges to the owners corporation as listed in Schedule B eg payment plans.</i>	Additional
6(e): Paying disbursements & expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	No limitations. Note that Schedule D is a list of disbursements that Strata Plus as Agent needs to recover in the provision of our Agreed Services.	
INSURANCE MANAGEMENT		
6(f): Arranging insurance cover for the <i>scheme</i> .	<ul style="list-style-type: none"> + Arranging quotations for insurances required under the Act. + Annual assessment of workers compensation for the owners corporation. + Payment of insurance premiums once approved by the owners corporation. + Preparation and lodgement of routine insurance claims – Excluding HOW claims 	Agreed Fee
	<ul style="list-style-type: none"> + Management of insurance premium funding. + Lodgement and management of workers compensation insurance. + Liaising with loss adjustors and other related parties. + Management of insurance claims post lodgement. 	Additional
MEETING MANAGEMENT		
6(l): Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	<ul style="list-style-type: none"> + Prepare & distribute notices and minutes of Annual General Meetings. + Attend Annual General and concurrent Strata Committee. + Act as Chairperson at Annual General and concurrent Strata Committee meetings. + Arrange for venue for meetings (cost of venue is cost of the owners corporation). 	Agreed Fee
	Provision of AGM services a) additional to the standard form of the AGM notice and minutes b) attendance at the AGM and concurrent committee meeting of more than 2 hours c) pre-meeting voting d) commencing after 6pm will attract charges to the owners corporation as listed in Schedule B.	Additional
Arranging and undertaking administrative duties in relation to EGMs and committee meetings	<ul style="list-style-type: none"> + Prepare & distribute notices and minutes of extra-ordinary general meetings OR strata committee meetings + Attend & Chair the extra-ordinary general meetings OR strata committee meetings 	Additional

MAINTENANCE MATTERS

6(d): Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	<p>The authority is limited to carrying out the following functions:</p> <ul style="list-style-type: none"> + Arrange / issue work order for repair / maintenance of replacement of common property or specified personal property vested in the owners corporation. + The Agent is not authorised to undertake any work without written instructions from the Owners Corporation or the Representative, emergencies excepted. 	Agreed Fee
	<ul style="list-style-type: none"> + <i>Obtaining more than one quotation for NON URGENT repair, maintenance of replacement of common property or specified personal property vested in the owner's corporation.</i> + <i>Executing contracts with tradespersons, contractors and experts as instructed or approved by the owners corporation.</i> 	Additional
6(d): Engaging appropriately qualified tradespersons to do Non-Standard Work , and the appointment on behalf of the <i>owners corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	The Agent is not authorised without the authorisation in writing by the Owners Corporation or the representative but only then where an appropriately qualified building consultant has been engaged and advises the owners corporation as to the appointment of a principal contractor and ensures such appointment is made in accordance with current legislation.	
COMPLIANCE MANAGEMENT		
6(c): Arranging building inspections and reports.	<p>The authority is limited to carrying out the arranging of:</p> <ul style="list-style-type: none"> + building diagnostic / condition or defect report / report for purposes of meeting building code requirements for annual fire safety statement. + Work Health and Safety report. + Capital Works Fund Assessment and updates. + Work Cover certification (where applicable). + Cooling Tower certification (where applicable). 	Agreed Fee
	<i>Note that services after obtaining a report will attract charges per Schedule B.</i>	Additional
SECURITY ITEM MANAGEMENT		
	<ul style="list-style-type: none"> + Establishing a procedure and related security item request form. + Provision of security items (including maintaining a security item register). 	Additional
BY-LAW MANAGEMENT		
6(g): Issuing and serving notices to comply with a by-law.	<p><i>Requires minuted approval of the strata committee. The Agent is not authorised to determine if a notice to comply is to be served on an owner under the Act.</i></p> <ul style="list-style-type: none"> + Preparation and sending of non-compliance letter to owner / occupier / real estate agent. + All services relating to the sending of a Notice to Comply eg: information gathering; meetings to obtain resolution; preparation of the Notice. 	Additional
	<p>The Agent does not provide draft by-laws for the owner corporation. The authority is limited to carrying out the following functions:</p> <ul style="list-style-type: none"> + Answer queries from the committee about by-laws. 	Agreed Fee
	<ul style="list-style-type: none"> + Advice regarding adding / repealing / amending the schemes by-laws. + Arranging for the drafting of by-laws. + Management of communication regarding special by-law. + Arranging by-law registration. 	Additional
MEDIATION		
6(j): Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	<ul style="list-style-type: none"> + The Agent is not authorised to represent the owners corporation in any court or tribunal proceedings (with the exception of recovering levy contributions). The agent may attend the proceedings at the request and in the company of a duly authorised representative of the owners corporation. + Preparation and lodgement of applications for mediation, adjudication, tribunal orders, and all relevant attendance. 	Additional
COMMUNICATIONS		
	<ul style="list-style-type: none"> + Provision of client microsite to access strata plan, by-laws, minutes of meetings, individual levy positions. + Provision of welcome letter to new owners + Attend to routine written & oral communication with committee members. + Quarterly communication from Managing Director. + Provision of Info guides to owners. 	Agreed Fee
	<ul style="list-style-type: none"> + Attend to correspondence as instructed by the committee + Notices to all owners and/ or occupiers. + Preparation & /or provision of newsletters, committee summaries, position papers, management of information on ongoing matters (eg Defects, Refurbishments etc). + Provision / management of information on major matters. + Provide emergency services phone. 	Additional

Schedule B – Fees

Item	Charge (inclusive of GST)	Unit
HOURLY RATES		
Director	\$87.50	Per 15 minutes block
Accounting staff (CPA or CA)	\$50.00	Per 15 minutes block
Accounting staff	\$36.50	Per 15 minutes block
Administrative staff	\$28.00	Per 15 minutes block
Strata manager - SCA accredited Level 3 - PSCM	\$70.00	Per 15 minutes block
Strata manager - SCA accredited Level 2 - CSCM	\$57.50	Per 15 minutes block
Strata manager - SCA accredited Level 1 - ASCM	\$50.00	Per 15 minutes block
Managers Rate - Meetings commencing after 6pm will be charged from 6pm	Per strata manager rate	Per 15 minutes block
Managers Rate – After hrs Weekdays (Office hrs 8am-6pm Mon to Fri) + 50%	Per strata managers rate	Per 15 minutes block
FINANCIAL ADMINISTRATIVE SERVICES		
Audit assessment as per Section 95 & Clause 21	\$47.50	Per 15 minutes block
Request of quotes for the audit assessment	\$28.00	Per quote
Reconciliation of estimates to Capital Works Fund	\$47.50	Per 15 minutes block
Prepare and lodge BAS (turnover less than 200k)	\$83.33	Per month
Prepare and lodge BAS (turnover greater than 200k)	\$100.00	Per month
Lodge / Rollover term deposit with trust account banker	\$66.00	Per Transaction
Lodge / Rollover term deposit or financial instrument with external provider	\$120.00	Per Transaction
Establish investment facility with external provider (director visit to that provider)	\$400.00	Per set up
GST Activity i.e. Obtain ABN / register / de register	\$120.00	Per transaction
Preparation of reports to allow for annual tax return	\$120.00	Per return
Maintain separate cost centre or differential levy	\$20.00	Per centre per month
Discount Levy	\$20.00	Per month
Additional Accounting Reports	\$30.00	Per Report
Organise and submit annual trust account report to NSW Fair Trading	\$20.00	Per plan per annum
Creditor approval system for payment of invoices	\$25.50	Per month
Third Party Invoices	\$75.00	Per invoice
Recurring Third Party Invoice	\$33.00	Per invoice
Sub metering Charges	\$3.00	Per invoice
INSURANCE RELATED SERVICES		
Lodgement of insurance claims	\$50.00	Per claim
Provision of insurance certificate to owners	\$30.00	Per certificate
Provision of insurance certificate to non-owners	\$55.00	Per certificate
Workers Compensation Review	\$75.00	Per plan per annum
Workers compensation placement & management	\$120.00	Per plan per annum
Premium Funding Management	\$34.00	Per month
Insurance valuation – work order & insurance update	\$45.00	Per scheme
NON AUTHORISED REP INSURANCE RELATED SERVICES		
Renewal Communications	\$25.50	Per Communication
Premium payment	\$34.00	Per policy
Lodgement of Insurance Claims	\$100.00	Per claim
LEVY ARREARS MANAGEMENT		
Stage 1 - * Charged to individual owner	\$33.00 *	Per notice
Stage 2 - * Charged to individual owner	\$66.00 *	Per notice
Stage 3 - * (place instructions for letter of demand)	\$99.00 *	Per placement
Provision on ongoing information	\$33.00 *	Per placement
Levy management process outside of Agent standard process	\$25.50	Per lot per communication
Payment plan management	\$25.50	Per lot per communication
Management subsequent to initial instruction for letter of demand	\$25.50	Per lot per communication
ADMINISTRATIVE SERVICES		
Work Order Quote (not charged for 1 st request)	\$28.00	Per Quote
Affix common seal to document (excluding status certificates)	\$60.00	Per document
Prepare and serve notice to comply (process server fee extra)	\$45.00	Per service
Non Compliance with by-law letter	\$35.00	Per lot owner
Prepare access control procedure (key or card procedures) and forms	\$60.00	Per set up
Processing of key deposit / application	\$33.00	Per Application
Hold building access keys within office	\$11.00	Per plan per month
Provision of security items and register update	\$22.00	Per request
Lodgement of AFSS	90.00	Per lodgement
Lodgement of WorkCover plant registration	90.00	Per lodgement
Lodgement of Cooling tower details	90.00	Per lodgement
Lodgement of pool registration details	90.00	Per lodgement

TRANSITIONING SCHEMES (set ups and handovers)		
Action to correct incomplete / deficient records from previous agent	\$47.50	Per 15 minutes block
Assessment of scheme compliance status	\$100.00	Once off
Trust account reconciliation work	\$47.50	Per 15 minutes block
Finalisation of records on termination	\$750.00	Once off

Schedule C - Disclosure schedule

Schedule C1 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
BAC Insurance Brokers Coverforce Insurance CHU Underwriting Strata Community Insurance Collective Insurance Brokers	15% - 20% of base premium or a fee equivalent to 50% of the fee payable to the broker. Note: The amount to Strata Plus is part of the broker fee	<p>Fees and charges are disclosed at renewal.</p> <p>Fee or commission income is paid to Strata Plus to deal and arrange general insurance which includes assisting the broker or insurer with your insurance renewal process. This income subsidises your Strata Management Fees and therefore reduces the Owners Corporations overall operational costs.</p> <p>There is growing legal opinion that the communication and management role played by strata managers in negotiating and placing of insurances is deemed a "financial service".</p> <p>Our business relationships mean that the individuals with who you communicate at Strata Plus about insurance are suitably qualified.</p> <p>Hence, you do not need to be concerned about the Schedule A1 inclusion -</p> <p>NOTE- Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.</p> <p>Should the owners corporation seek for the removal of the fee / commission, Strata Plus is happy to forgo on the basis that the fee will be included in the overall Schedule A fee. This would result in a variation to the existing Agreement.</p>

Schedule C2 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
Utility Companies / Brokers	A share of fees earned is paid to Strata Plus of up to 50% of the fees earned by the broker.	<p>Fees and charges are disclosed at renewal.</p> <p>Fees are paid to Strata Plus for assisting the broker with the energy renewal process. This income subsidises your Strata Management Fees and therefore reduces the Owners Corporations overall operational costs.</p>

Schedule D - Charges and associated fees*

Item	Charge (inclusive of GST)	Unit
Procure Common Seal	Cost + \$17.15	Per common seal
Archiving - Retrieval	\$26.78	Per Box
Archiving - Retrieval additional box	\$15.97	Per Additional Box
Archiving - Retrieval search fee	\$10.61	Per Search
Pay account for scheme by EFT (including sending separate remittance advice)	\$2.42	Per payment
Pay account for scheme by cheque	\$3.76	Per payment
Express Post - small envelopes	\$6.39	Per envelope
Express Post - large envelopes	\$8.03	Per envelope
Registered Post - Large envelope	\$8.96	Per envelope
Registered Post - Small envelope	\$8.55	Per envelope
Courier	Direct charge + \$6.18	Per courier
Statutory charges		
Section 26 / 184 Certificate – Paid by applicant	Regulation fee	Per certificate
Section 26 / 184 Certificate Garage / Utility lot – Paid by applicant	Regulation fee	Per certificate
Urgent Section 26 / 184 Certificate – Paid by applicant	Regulation fee x 2	Per certificate
Search fees	Regulation fee	Per search

Fixed Disbursement charge inclusions are detailed below:

Note that:

- + the annual charge is recorded on the front page under Item 6
- + the usual item charge remains in the table above for transparency reasons
- + photocopying and document distribution in relation to NCAT or legal matters are not included as a fixed disbursement

Items/ charge per lot \$
Archiving - Set up archive box
Archiving - Storage
Telephone – Local calls
Telephone – Mobile / Long distance calls
Levy notices (includes postage charge)
Photocopying
Sending facsimile locally
Document distribution by email (e.g. notices or minutes of meetings)
Document distribution by post – (includes envelope and postage charge but not copying charge)



Policy No: 835165
Period of Insurance:
From: 05/12/18
To: 05/12/19 at 4.00 pm

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

Certificate of Currency - Tax Invoice

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

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

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

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

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

Our Ref: 0186553

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Proposed Budget

for the year 01/08/2019 to 31/07/2020

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Previous Budget (\$)</u>	<u>Actual YTD (\$)</u>	<u>Proposed Budget (\$)</u>	<u>Comment</u>
		2018-2019	2018-2019	2019-2020	

Administration Fund

Revenue

110	Administrative Fund Levy	488,100.00	488,099.84	500,000.00	Prior code 143000 - Levies Due - Admin
125	Insurance Claim Recovery		5,769.36		
130	Interest Received				
130.20	..Interest on Arrears (from Levies)	900.00	1,144.40		Prior code 142500 - Interest on Arrears
Total 130		900.00	1,144.40		
195	Other				
195.15	..Debt Collection Recovery		2,663.62		
195.50	..Sale of Keys/Remotes/Swipes/Fobs	3,200.00	1,526.83		Prior code 124800 - Key Purchases
195.60	..Schedule B/D Reimbursement				
195.60.1	...Certificate of Currency				
195.60.7	...Status Certificate (s184/s26)		545.00		
195.60.8	...Strata Inspection Fees (s183)		217.00		
195.90	..Other				
Total 195		3,200.00	4,952.45		
199	Prior Year Adjustments		1,183.18		
	Total Administration Fund Revenue	492,200.00	501,149.23	500,000.00	

Expense

301	Accounting				
301.10	..Audit Fees	1,100.00	1,100.00	1,100.00	Prior code 150800 - Auditors Services
Total 301		1,100.00	1,100.00	1,100.00	
310	Bank Charges & Interest				
310.10	..Account Keeping Fees				

Proposed Budget

for the year 01/08/2019 to 31/07/2020

Registered for GST

Account Number	Account Description	Previous Budget (\$)	Actual YTD (\$)	Proposed Budget (\$)	Comment
310.70	--Transaction Fees		11.37		
310.90	--Other	36.00			Bank Cahnrges - with GST
Total 310		36.00	11.37		
320	Consultancy/Inspections				
320.25	--Building/Defects	10,000.00	13,690.00	10,000.00	Allowance is for additional reports over next twelve months
320.50	--Legal Fees/Debt Collection	15,000.00	12,084.67	10,000.00	Allowance for engagement of Grace Lawyers (re Nassau Lane)
320.85	--Workplace Health & Safety	1,400.00	1,333.14	1,500.00	Occ Health & Safety Report
320.86	--Capital Works Report		1,616.36	4,000.00	
320.95	--Other Fees	70.00	2,192.73	1,000.00	Admin - Registration/License/Permit Fees
Total 320		26,470.00	30,916.90	26,500.00	
335	Insurance				
335.10	--Premium	62,000.00	71,934.06	75,000.00	Insurance - Premiums
335.20	--Excess	1,500.00	4,000.00	2,000.00	Insurance - Excess
335.25	--Claims Expense		5,769.36		
335.70	--Valuation		400.00		
Total 335		63,500.00	82,103.42	77,000.00	
340	Leases/Rentals				
340.10	--Equipment	8,500.00	1,455.96		Prior code 168600 - Hire/Leasing of Equipment
340.30	--Indoor Garden Plants/Floral Arrangements				
Total 340		8,500.00	1,455.96		
345	Management Costs				
345.10	--Agreed Fee (Schedule A)	28,900.00	30,262.52	30,000.00	Prior code 154000 - Management Fees - Standard
345.20	--Additional Fees (Schedule B)	8,000.00	9,678.03	8,000.00	Prior code 154100 - Management Fees - Schedule B
345.30	--Disbursements (Schedule D)		90.86		
345.31	--Itemised Disbursements				
345.31.1	--Admin - Agent Disburst - Archiving	500.00	148.36	200.00	Prior code 153808 - Archiving
345.31.3	--Admin - Agent Disburst - Accounting/BAS	1,200.00	1,045.44	1,200.00	Prior code 150200 - Accounting / BAS
345.31.6	--Admin - Agent Disburst - Emails and Faxes	60.00			Prior code 153809 - Emails & Faxes
345.31.7	--Admin - Agent Disburst - Insurance Claim Made				Prior code 153812 - Insurance Claim Made
345.31.8	--Admin - Agent Disburst - Levy Notices	1,500.00	397.50	500.00	Prior code 153811 - Levy Notices
345.31.9	--Admin - Agent Disburst - Mobiles/ Long Dist call	100.00			Prior code 153806 - Mobile/Long Distance Calls
345.32	--Itemised Disbursements				
345.32.1	--Admin - Agent Disburst - Other	50.00			Prior code 153819 - Security
345.32.3	--Admin - Agent Disburst - Payment to Creditor	910.00	482.09	500.00	Prior code 153807 - Payment to Creditor
345.32.5	--Admin - Agent Disburst - Photocopying	3,600.00	3,745.64	3,600.00	Prior code 153803 - Photocopying

Proposed Budget

for the year 01/08/2019 to 31/07/2020

Registered for GST

Account Number	Account Description	Previous Budget (\$)	Actual YTD (\$)	Proposed Comment Budget (\$)
345.32.6	..Admin - Agent Disburst - Postage			
345.32.7	..Admin - Agent Disburst - Stationery	1,500.00	148.36	200.00 Prior code 153804 - Postage
345.32.8	..Admin - Agent Disburst - Third Party Invoices		163.64	150.00
345.32.9	..Admin - Agent Disburst - Certificate of Currency	150.00		Prior code 153825 - Third Party Invoices
345.33	..Itemised Disbursements			
345.33.4	..Admin - Agent Disburst - Sch B Fees - Compliance	600.00	63.64	100.00 Prior code 153890 - Sched B Fees - Compliance
345.33.5	..Admin - Agent Disburst - Term Deposits	120.00	60.00	100.00 Prior Code 150500 - Term Deposits
345.33.9	..Admin -Agent Disburst-Trust acct audit		18.18	
345.34	..Fixed Disbursements (Schedule D)		3,457.60	
Total 345		47,190.00	49,761.86	44,550.00
350	Maintenance, Service & Repairs			
350.10	..Air Conditioning			
350.10.1	..Maintenance Contract	1,700.00		1,000.00 Prior code 160200 - Airconditioning - Maint Contract
350.10.2	..Non-Routine	1,000.00	1,035.00	2,000.00 Prior code 160000 - Airconditioning - Non Routine
350.13	..Building Repair & Maintenance (General)	20,000.00	14,110.39	20,000.00 Prior code 167200 - General Repairs
350.15	..Carpark/Garage			
350.15.1	...Doors & Gates - Contract	1,000.00	172.72	1,000.00 Prior code 166700 - Excl - Garage Doors
350.15.2	...Doors & Gates - Non-Routine	2,000.00		1,000.00 Prior code 166600 - Garage Doors - Non Routine
350.17	..Cleaning			
350.17.1	...Contract	2,500.00	500.00	2,000.00 Prior code 163001 - Cleaning - Carpet/Furniture
350.17.6	...Cleaning carpets		3,766.10	
350.17.7	...Window Cleaning	6,750.00		12,500.00 Prior code 163005 - Cleaning - Windows/Glass
350.19	..Common Area Fixtures	1,500.00		500.00 Prior code 166100 - Foyer Decorations
350.20	..Communications			
350.20.4	...Internet		180.00	200.00
350.20.6	...Telephone		544.92	600.00 \$45 per month
350.20.7	...Television - Antenna	1,500.00	925.00	1,500.00 Prior code 175000 - TV Antenna, Cables, Satellite
350.22	..Doors & Windows	2,500.00	2,946.09	3,000.00 Prior code 164600 - Doors & Windows
350.25	..Electrical/Lighting			
350.25.3	...Consumables	6,000.00	340.00	3,000.00 Prior code 170400 - Electrical/Light Globes
350.27	..Fire Services			
350.27.1	...Contract	18,000.00	11,597.00	11,000.00 \$853 per month testing
350.27.2	...Non-Routine	15,000.00	7,129.23	10,000.00 Prior code 165800 - Fire Protection - Non Routine
350.27.3	...Compliance/Certification/Inspection		482.00	500.00
350.27.6	...Monitoring		2,505.48	2,600.00 \$650 per quarter
350.30	..Grounds Maintenance/Caretaking			
350.30.2	...Gardens/Grounds	22,000.00	12,209.06	20,000.00 \$1300 per month allowance for plants and mulch
350.30.9	...Other		8,632.44	

Proposed Budget

for the year 01/08/2019 to 31/07/2020

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Previous Budget (\$)</u> 2018-2019	<u>Actual YTD (\$)</u> 2018-2019	<u>Proposed Budget (\$)</u> 2019-2020	<u>Comment</u>
350.35	..Lifts				
350.35.1	...Maintenance Contract	39,000.00	42,703.47	45,000.00	\$11k per quarter service fee
350.35.2	...Non-Routine	1,000.00	1,490.00	1,000.00	Prior code 170200 - Lift - Non Routine
350.35.5	...Registration Fees	200.00	296.50	300.00	Prior code 170203 - Lift - Registration Fees
350.35.7	...Telephone	100.00			Prior code 157000 - Telephone Charges
350.38	...Painting Repairs & Materials	2,000.00	285.45	500.00	Prior code 171500 - Painting
350.40	...Pest Control	1,300.00	1,200.00	1,300.00	\$400 per quarter
350.45	...Pool/Spa/Sauna				
350.45.1	...Maintenance Contract	10,000.00	5,916.50	6,000.00	\$500 average per month service
350.50	...Plumbing				
350.50.1	...Routine	10,000.00	5,688.18	5,000.00	Prior code 172200 - Plumbing
350.50.2	...Non-Routine		3,314.07	10,000.00	
350.50.4	...Hot Water Service				
350.50.9	...Other	4,000.00	5,715.00	5,000.00	Prior code 168800 - Hot Water Service
350.55	...Pumps & Related	840.00	1,880.10	500.00	Prior code 172400 - Pumps - Routine
350.60	...Security & Monitoring				
350.60.4	...Intercoms	3,000.00	831.00	3,000.00	Prior code 169600 - Intercom
350.65	...Waste Services				
350.65.1	...Cardboard/Recycling	650.00	100.00	100.00	Prior code 167100 - Garbage Chute
350.65.6	...Garbage Compactor/Chute		887.00	1,000.00	
Total 350		173,540.00	137,382.70	171,100.00	
360	Meeting/Functions				
360.80	..Venue Hire	300.00	262.50	300.00	Prior code 154200 - Meeting Room Expenses
Total 360		300.00	262.50	300.00	
367	Reimbursement of Regulation Fees				
367.70	..Status Certificate		545.00		Prior code 170190 - Lift
367.80	..Strata Inspection		217.00		
Total 367			762.00		
370	Security				
370.10	..Keys, Remotes, Swipes & Fobs	3,000.00	3,663.20	3,000.00	Prior code 170600 - Locks, Keys and Card Keys
Total 370		3,000.00	3,663.20	3,000.00	
375	Site Services (Non-Employee)				
375.20	..Building Manager/Caretaker	92,000.00	97,658.54	100,000.00	Building Manager and cleaning \$7500 per month
Total 375		92,000.00	97,658.54	100,000.00	

Proposed Budget

for the year 01/08/2019 to 31/07/2020

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Previous Budget (\$)</u>	<u>Actual YTD (\$)</u>	<u>Proposed Budget (\$)</u>	<u>Comment</u>
390	Utilities/Rates				
390.20	·Electricity	34,000.00	37,217.87	40,000.00	\$3300 per month
390.30	·Gas	350.00	403.09	400.00	\$100 per quarter
390.40	·Water & Sewerage	46,500.00	42,571.49	46,000.00	\$11k per quarter
390.90	·Other	3,000.00	2,291.64	2,500.00	Telephone (Gas Line) \$190 per month
Total 390		83,850.00	82,484.09	88,900.00	
395	Other				
	<u>Total Administration Fund Expense</u>	<u>499,486.00</u>	<u>487,562.54</u>	<u>512,450.00</u>	
	Administration Fund Surplus / (Deficit)	(7,286.00)	13,586.69	(12,450.00)	
	<u>Administration Fund Opening Balance</u>	<u>104,007.49</u>	<u>104,007.49</u>	<u>117,594.18</u>	
	<u>Administration Fund Closing Balance</u>	<u>96,721.49</u>	<u>117,594.18</u>	<u>105,144.18</u>	

Capital Works Fund

<u>Revenue</u>					
210	Capital Works/Sinking Fund Levy	201,000.00	201,000.16	220,000.00	Prior code 243000 - Levies Due
220	Capital Works Fund - Special Levy		258,616.36		
230	Capital Works/Sinking Fund Interest Received				
230.10	·Interest on Arrears (from Levies)		723.49		
230.20	·Interest on Investments - Capital Works/Sink Fund		14,289.97		
Total 230			15,013.46		
232	Income Tax Refund		332.00		
	<u>Total Capital Works Fund Revenue</u>	<u>201,000.00</u>	<u>474,961.98</u>	<u>220,000.00</u>	
Expense					
401	Accounting				
401.10	·Tax Payments	3,300.00	4,020.50	4,000.00	Prior code 252800 - Income Tax - Capital Works
401.20	·Tax Preparation	500.00	225.00	500.00	Prior code 252900 - Tax Agent Exps
Total 401		3,800.00	4,245.50	4,500.00	
420	Consultancy/Inspections				
420.95	·Other Fees	20,000.00			Prior code 264200 - Consultants

Proposed Budget

for the year 01/08/2019 to 31/07/2020

Registered for GST

Account Number	Account Description	Previous Budget (\$)	Actual YTD (\$)	Proposed Budget (\$)	Comment
		2018-2019	2018-2019	2019-2020	
Total 420		20,000.00			
450	Upgrades & Replacements				
450.10	..Air Conditioning/Exhaust/Ventilation				
450.10.6	...Installations/Upgrades		2,320.00		
450.12	..Balcony/Balustrades/Railings		20,223.66		
450.13	..Building Upgrades & Improvements (General)	40,000.00	51,892.44	50,000.00	General Replacement -
450.17	..Cleaning				
450.17.7	...Window Cleaning		12,100.00	15,000.00	
450.19	..Common Area Fixtures				Prior code 216151 - Front Awning
450.20	..Communications Upgrade/Equipment				
450.20.7	...Television - Antenna		1,695.00		
450.22	..Doors & Windows		4,143.64		
450.23	..Driveways, Pathways & Roads	20,000.00		10,000.00	Prior code 279510 - Roads
450.25	..Electrical/Lighting				
450.25.1	...Upgrades		3,695.94	5,000.00	
450.25.9	...Other		3,936.63	5,000.00	
450.27	..Fire Services				
450.27.1	...Equipment & Installations	10,000.00	36,360.27	20,000.00	Prior code 265800 - Fire Protection
450.30	..Grounds Upgrades				
450.30.7	...Landscaping	10,000.00		10,000.00	Prior code 278200 - Landscaping & Gardening
450.38	..Painting & Surface Finishes		307.27	800,000.00	allowance for external painting project
450.45	..Pool/Spa/Sauna				
450.45.2	...Renovation	5,000.00			Prior code 279200 - Pool Renovation
450.50	..Plumbing				
450.50.1	...Major Plumbing & Drainage		31,653.91	20,000.00	Prior code 272200 - Plumbing & Drainage (no allowance in current budget)
450.55	..Pumps & Related		1,917.00		
450.60	..Security Equipment				
450.60.4	...Gates & Intercoms	30,000.00	27,697.89	50,000.00	Intercom upgrade allowance for M2 & M3
Total 450		115,000.00	197,943.65	985,000.00	
495	Other	4,000.00			Prior code 270600 - Locks & Keys
	Total Capital Works Fund Expense	142,800.00	202,189.15	989,500.00	
	Capital Works Fund Surplus / (Deficit)	58,200.00	272,772.83	(769,500.00)	

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Previous Budget (\$)</u> 2018-2019	<u>Actual YTD (\$)</u> 2018-2019	<u>Proposed Comment Budget (\$)</u> 2019-2020
	<u>Capital Works Fund Opening Balance</u>	733,273.38	733,273.38	1,006,046.21
	<u>Capital Works Fund Closing Balance</u>	791,473.38	1,006,046.21	236,546.21

6.3 Summary

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

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

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

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

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

Secretary's Report on By-Law Review

Dear Neighbours,

Firstly, thank you to everyone who responded to the by-law review survey.

You may recall from The Owners Corporation, Strata Plan 76137 (Motto) has undertaken the by-law review required by the *Strata Schemes Management Act 2015* (the Act).

The review identified:

- divergences between Motto's existing 2005 by-laws and the model by-laws set out in the Act
- particular issues owners identified as requiring attention and
- 'housekeeping' updates, e.g. references to the new Act and to the developer's display apartment.

The proposed changes are marked up in the copy of the current by-laws **attached** to this report. You will be familiar with most of these as they were presented to the 2018 AGM and deferred.

Pages 5 to 9 of this document summarise the substantive changes – those that align the by-laws with the model by-laws and or that address identified issues. The housekeeping changes are set out on page 10.

The Committee polled owners on the substantive changes. The weighted average level of approval of each proposal is set out beside the item on pages 5 to 8.

The Committee submitted the proposed changes to Strata Specialist Lawyers, who advised:

From: Colin Cunio <colincunio@strataspecialistlawyers.com.au>

Sent: Thursday, 17 October 2019 9:09 AM

To: Christine Tomas <Christine.Tomas@strataplust.com.au>

Cc: Joshua Jasnoss <Joshua.Jasnoss@strataplust.com.au>

Subject: RE: Work Order 27627 Plan 76137 - MOTTO APARTMENTS - 76137 - 2-14 Eve Street, ERSKINEVILLE NSW 2043

Importance: High

Hi Christine,

Thank you for the instructions of the owners corporation.

I have reviewed the material you sent to me and attach a marked up version of the committee's mark-ups bylaws, which contain my further mark-ups and comments.

Generally, the changes made by the committee are sensible and satisfactory. There are a few issues with some of the proposed changes and this regard I refer to my comments. I would be happy to assist the owners corporation in drafting any further changes after they have considered my comments, orders discuss this matter with you or any member of the committee.

Please let me know if you have any questions.

Yours faithfully

Colin Cunio

Principal

Strata Specialist Lawyers

Colin's comments on particular clauses are reproduced on the following pages alongside the particular proposed changes.

Let me know if you would like a copy of the full results of the survey or marked-up copy of the by-laws Colin provided.

Kind regards,

Andy Adam
Secretary, Motto Apartments
secretary@motto.net.au

Summary of Substantive Proposed Changes

COMMON PROPERTY

1. Unaccompanied children on common property – Alignment with model by-laws 2.9/5

The amendment would allow children to play on common property unaccompanied (unless it is in dangerous areas). Currently, they need to be accompanied at all times.

(Proposed by-law 3.5)

2. Parking on common property – Alignment with model by-laws 3.8/5

The amendment would allow parking on common property with written consent or in accordance with a sign. This proposed by-law would allow service providers temporarily to park in the driveway or in common areas of the carpark with the Building Manager's permission.

(Proposed amended by-law 7.5(h))

3. Parking agreements with the City 3.6/5

The amendment would grant the Owners Corporation an explicit power to make an agreement with the City to enforce parking rules.

(Proposed by-law 7A)

4 and 5. Electric vehicle charging 3.8/5

The amendment would allow for electric car recharging.

Two alternatives are presented – charging facilities in individual car bays or in a common bay.

Lawyer's comment on individual lot alternative:

I assume that the owners corporation proposes that the strata committee will manage any such installation. On the assumption that the installation will affect the common property, a strata committee is not empowered to grant such authorisation; however, if special privilege rights are granted in the by-law, the strata committee will be able to manage the entire process. I have made this change accordingly. If the owners corporation agrees, please note that each owner in the scheme will have to provide their written consent to the making of the by-law, in addition to the owners corporation passing a special resolution, in order for the bylaw to be made.

(Proposed by-law 12A)

THE POOL

6. Pool access 4.6/5

(a) The amendment would restrict access to the pool to residents and their invited guests.

(Proposed by-law 17.1(g))

7. Breakable items in pool area 4.5/5

The amendment would prohibit breakable items (including glass, ceramics and porcelain) in the pool area.

(Proposed by-law 17.1(h))

8. Pool opening times **4.2/5**

The amendment would restrict access to the pool to published opening times.

(Proposed by-law 17.1(i))

9. Enforcing pool opening times **1.8/5**

A further amendment would authorise calling security and charging costs back to a lot.

(Proposed by-law 17.1(i))

USE OF LOTS

10. Smoke penetration to lots – Alignment with model by-laws **4.3/5**

The amendment would allow make the obligation to ensure smoke does not enter other lots more explicit.

(Proposed by-law 3.4)

11. Extension of the prohibition on smoke penetration to smoke from non-gas BBQs, firepits and chimeneas. **3.5/5**

(Proposed by-law 3.4)

12. Notifying of a change of use – Alignment with model by-laws **4.5/5**

The amendment would require residents to notify the Owners Corporation of a change in use of a lot.

This proposed by-law would require notification of changes of use, including:

- activities (e.g hazardous materials) affecting insurance and
- short-term and holiday letting.

Lawyer's comment:

This part of the by-law may be invalid as it proposes to restrict the lease or licence of a lot – see section 139(2) of the Strata Schemes Management Act 2015.

I suggest that this clause is deleted in its entirety or a clause inserted to make it consistent with the current development control plan is applicable to the scheme in relation to short term letting.

(Proposed by-laws 5.5 to 5.7)

13. Short term letting **4.0/5**

The amendment would prohibit short-term letting (less than 90 days).

We understand that, currently, the City prohibits this as part of the City's Development Controls. The by-law would serve as a back-up if this changes.

Lawyer's comment:

This part of the by-law may be invalid as it proposes to restrict the lease or licence of a lot – see section 139(2) of the Strata Schemes Management Act 2015.

I suggest that this clause is deleted in its entirety or a clause inserted to make it consistent with the current development control plan is applicable to the scheme in relation to short term letting.

Secretary's comment:

New regulations are currently under review. It may be best that we await these developments.

(Proposed by law 5.8)

14. Installing locks, safety devices, fly screens without consent – Alignment with model by-laws
3.8/5

The amendment would allow owners to install locks, safety devices and fly screens without consent.

(Proposed by-laws 7.5 to 7.8)

15. Directions on waste disposal from the Owners Corporation and the City – Alignment with model by-laws
4.4/5

The amendment would require residents to comply with the Owners Corporation's and Council's directions for waste disposal.

(Proposed by-laws 11.5(c) and (d))

16. Prohibiting flushing nappies or non-flushable wipes down toilets – Alignment with model by-laws
4.7/5

The amendment would prohibit flushing nappies or non-flushable wipes down toilets.

(Proposed new by-law 11.7)

ANIMALS

17. Multiple birds
4.0/5

The amendment would limit residents to keeping two birds per lot.

(Proposed by-law 13.4(c))

18. Bees
3.3/5

The amendment would prohibit bee-keeping.

(Proposed by-law 13.4(d))

19. Bird enclosures on balconies and external terraces
3.6/5

Should bird enclosures, cages and aviaries be prohibited on external balconies or terraces?

(Proposed by-law 13.5)

20. Animals on common property
3.1/5

Currently, animals on common property must be leashed. The proposed change would relax this to 'leashed, in an animal carrier or otherwise under control'.

(Proposed by-law 13.6(a))

21. Pet applications – Alignment with model by-laws

3.9/5

Should the OC to give reasons for refusing a pet application?

Currently, pet applications cannot be unreasonably refused.

This proposed by-law would require the OC to demonstrate that it has properly considered the application.

(Proposed by-law 13.1)

22. Proof of entitlement to keep an assistance animal – Alignment with model by-laws

3.9/5

Should residents be required (on request) to provide proof of entitlement to keep an assistance animal?

The Owners' Corporation has reduced scope to refuse assistance animals. If an occupier claims that a problematic animal is an assistance animal, this proposed by-law requires its owner to provide proof on request.

(Proposed by-law 13.3)

GOVERNANCE

23. Electronic voting on applications to the Strata Committee

4.5/5

Should the Strata Committee be allowed to make decisions by email?

The Strata Committee regularly votes on owners' and occupiers' applications – for example, to keep pets and to make renovations to units. This process is expedited by email approval. This process is not envisaged by the current by-laws.

Lawyer's comment:

A decision of the strata committee may only be made at a duly convened meeting. The meeting may be held "electronically" or without a physical meeting being held, but it is still a meeting.

I suggest this subclause is deleted in its entirety.

The owners corporation also wish to consider making an electronic voting bylaw which will allow the owners corporation and/or the strata committee to hold electronic meetings.

Secretary's comment:

We currently have capacity to conduct meetings electronically.

(Proposed by-law 2.1(c))

24. Allowing the Strata Committee to make rules to govern common property

4.2/5

Currently, the Strata Committee can make rules to govern Motto's buildings, but it is unclear whether can make rules for outdoor common property.

(Proposed by-law 14.1)

25. Removing the ability of the Owners Corporation to decide not clean inaccessible windows on lot boundaries – Alignment with model by-laws

3.3/5

This would remove the flexibility the Owners Corporation has to decide not to clean inaccessible windows on lot boundaries.

(Removes existing by-law 8(b))

BY-LAWS – MOTTO

BY-LAW 1.	MEANINGS	2
BY-LAW 2.	ABOUT THESE BY-LAWS	54
BY-LAW 3.	BEHAVIOUR AND RESPONSIBILITY	6
BY-LAW 4.	YOUR LOT	7
BY-LAW 5.	USE OF YOUR LOT	8
BY-LAW 6.	ALTERATIONS OR WORK TO YOUR LOT	98
BY-LAW 7.	COMMON PROPERTY	10
BY-LAW 7A.	PARKING	1211
BY-LAW 8.	WINDOW CLEANING	1211
BY-LAW 9.	SECURITY AND SECURITY KEYS	12
BY-LAW 10.	COMPENSATION TO OWNERS CORPORATION	13
BY-LAW 11.	GARBAGE APPLICABLE TO ALL LOTS EXCEPT RETAIL LOT	13
BY-LAW 12A.	ELECTRIC VEHICLE CHARGING	1514
BY-LAW 13.	ANIMALS	1615
BY-LAW 14.	RULES	17
BY-LAW 15.	INSURANCE PREMIUMS	17
BY-LAW 16.	SIGNS	1817
BY-LAW 17.	POOL	1817
BY-LAW 18.	MOVING AND DELIVERING	1918
BY-LAW 19.	COMPLAINTS AND APPLICATIONS	1918
BY-LAW 20.	LEASE OR LICENCE OF LOTS	1918
BY-LAW 21.	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH SIGNS	2019
BY-LAW 22.	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH GREASE ARRESTOR	20
BY-LAW 23.	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT OVER THE RISER	2120
BY-LAW 24.	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT TO CARRY OUT BUILDING WORKS	21
BY-LAW 25.	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH SERVICES	2322
BY-LAW 26.	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH AIR CONDITIONING EQUIPMENT	2423

BY-LAW 27. AIR CONDITIONING EQUIPMENT	<u>2423</u>
BY-LAW 29. GARBAGE ARRANGEMENTS FOR RETAIL LOT	25
BY-LAW 30. RIGHT FOR LOT 1 TO MAKE ALTERATIONS TO COMMON PROPERTY 2726	
BY-LAW 10. HANGING OUT OF WASHING	<u>3130</u>
BY-LAW 32. SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION	<u>3231</u>
BY-LAW 33. EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF LOTS 51, 117, 118, 120, 123, 125 & 126	<u>3231</u>
SPECIAL BY-LAW 1	<u>3433</u>
SPECIAL BY-LAW 2	<u>3837</u>
SPECIAL BY-LAW 3 – MAJOR RENOVATIONS AND BUILDING WORKS (LOT 162)	<u>3837</u>

BY-LAW 1. MEANINGS

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

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

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

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

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

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

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

Claim includes cost, claim, damage or expense.

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

Development Act means the *Strata Schemes (~~Freehold~~ Development) Act 1973* 2015.

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

Development Consent means a consent to a Development Application

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

~~**Display Apartment** means an Apartment that is owned by the Original Proprietor and open to the public for inspection.~~

Equipment includes plant, machinery, equipment and security devices.

Exclusive Use By-law means an exclusive use and special privilege bylaw made in accordance with Division ~~43~~ Part ~~57~~ ~~Chapter 2~~ of the Management Act.

~~**Executive Committee** means the executive committee appointed by the Owners Corporation.~~

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

Garbage means any refuse, recyclable material or waste.

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

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

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

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot in the Strata Scheme and otherwise has the meaning given to it by the Development Act.

Management Act means the *Strata Schemes Management Act* ~~1996~~ 2015.

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under ~~s27~~ section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Occupier means the occupier, lessee or licensee of a Lot

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

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

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

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

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

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

Retail Lot means lot 1 in the Strata Plan.

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

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

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

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

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

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

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

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

Strata Plan means strata plan 76137.

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

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

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

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

1.3 Any reference to:

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

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

BY-LAW 2. ABOUT THESE BY-LAWS

2.1 Consent of Owners Corporation

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

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

2.2 Consent of Owners Corporation may be revoked or withheld

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

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

2.3 Owners Corporation must not withhold consent

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

2.4 Consent by ~~Executive~~Strata Committee

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

- (a) if practicable, may be revoked by the Owners Corporation in general

meeting; and

- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the ~~Executive~~Strata Committee or be given conditionally.

2.5 Consent conditions

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

2.6 Reporting act or activity to Owners Corporation

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

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

2.7 Exclusive Use By-laws

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

BY-LAW 3. BEHAVIOUR AND RESPONSIBILITY

- 3.1 You must be adequately clothed when on Common Property.
- 3.2 You must do all that You can not to break any Law when in the Building.
- 3.3 You must not:
 - (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to any person lawfully using Common Property;
 - (c) obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis;
 - (d) smoke while you are on Common Property; or
 - (e) do anything which is illegal while on Common Property.

[Alternative A – Tobacco and other smoking]

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

[Alternative B – Extension to other smoke]

- 3.4 You must ensure that smoke does not penetrate to the Common Property or any other Lot from:

- (a) the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the Lot or
(b) a non-gas BBQ, firepit or chimenea.

- 3.54 You must ensure Your children and the children of Your visitors:

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

- 3.5 You must ensure Your invitees:

- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
(b) do not do anything that You cannot do under the by-laws; and
(c) are removed from the Building upon refusing to comply with the by-laws.

BY-LAW 4. YOUR LOT

- 4.1 You must:

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

- 4.2 You must not:

- (a) store or use any flammable chemical on your Lot unless it is to be used

in the lawful, permitted use of your Lot;

- (c) place or hang laundry on any part of your Lot that is visible from outside Your Lot; or.

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

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

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

BY-LAW 5. USE OF YOUR LOT

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

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

5.3 You must notify the Owners Corporation if:

- (a) You are carrying out or intend to carry out; or
- (b) You permit or intend to permit any person to carry out, commercial operations from Your Lot. This by-law 5.3 does not apply to the Retail Lot.

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

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

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

- (a) a change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes),

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

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

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

BY-LAW 6.

ALTERATIONS OR WORK TO YOUR LOT

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

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

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

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

6.3 When carrying out Approved Building Works You must:

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

Occupiers;

- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
 - (k) ensure the works are installed wholly within the boundaries of Your Lot
- 6.4 On completion of Approved Building Works You must:
- (a) ensure all rubbish and debris caused by the works is removed from the Building;
 - (b) ensure the Common Property is left clean and tidy; and
 - (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.
- 6.5 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.
- 6.6 This by-law does not apply to any works by the Retail Proprietor carried out in accordance with its rights under by-laws 21 to 26 inclusive.

BY-LAW 7. COMMON PROPERTY

- 7.1 You must:
- (a) inform the Owners Corporation of any noticeable defect You notice in the Common Property or personal property vested in the Owners Corporation; and
 - (b) have consent from the Owners Corporation under the by-laws if alterations carried out by You on Your Lot affect Common Property.
- 7.2 You must not:
- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;
 - (b) do anything to damage or deface Common Property;
 - (c) interfere with any personal property vested in the Owners Corporation;
 - (d) interfere with the operation of any Equipment installed in the Common Property;
 - (e) damage any lawn, plant, tree or garden situated on or within Common Property;
 - (f) purposely damage or use part of a lawn or garden, a plant or tree for

Your own exclusive purpose;

- (g) place or hang laundry on any part of the Common Property;
- (h) park or stand any vehicle on any part of the Common Property; or
- ~~(h) park or stand any vehicle on any part of the Common Property;~~ or
- (i) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

7.3 Notwithstanding ~~s62-section 106~~ of the Management Act, You must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services Your Lot to which the consent of the Owners Corporation has been given under the by- laws.

7.4 You must not:

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

7.5 An owner or person authorised by an owner may install, without the consent of the Owners Corporation:

- (a) any locking or other safety device for protection of the owner's Lot against intruders or to improve safety within the owner's Lot, or
- (b) any screen or other device to prevent entry of animals or insects on the Lot, or
- (c) any structure or device to prevent harm to children.

7.6 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

7.7 By-law 7.5 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.

7.8 The owner of a Lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7.5 that forms part of the

- Common Property and that services the Lot, and
- (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 7.5 that forms part of the Common Property and that services the Lot.

BY-LAW 7A. PARKING

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

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

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

BY-LAW 8. WINDOW CLEANING

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- ~~(b) The Owners Corporation may decide:~~
- ~~(i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or~~
- ~~(ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.~~

BY-LAW 9. SECURITY AND SECURITY KEYS

- 9.1 If it considers it necessary, the Owners Corporation may:
- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) restrict by means of Security Key Your access to one level of the Building to any other level.
- 9.2 You must not do or permit anything which may prejudice the security or safety of the Building.

- 9.3 You must close all security doors and gates when You pass through them.
- 9.4 If the Owners Corporation restricts Your access under by-law 9.1, the Owners Corporation may make available to You free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 9.5 The Owners Corporation may charge You a fee or a bond for any additional or extra Security Key You may require. You must take all reasonable steps to ensure return of any additional Security Key which you no longer require to the Owner or the Owners Corporation.
- 9.6 You must exercise great care in making a Security Key available for users of Your Lot.
- 9.7 You must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 9.8 You must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- 9.9 The Owners Corporation has the power to re-code Security Keys and to require You to return your Security Keys to have them re-coded.
- 9.10 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, You must deal with that party and pay the fee or bond that party may require for Security Keys.

BY-LAW 10. COMPENSATION TO OWNERS CORPORATION

- 10.1 You will be liable to compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by You or any of Your invitees.
- 10.2 You will be liable to re-imburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by You or any one under your control.

BY-LAW 11. GARBAGE APPLICABLE TO ALL LOTS EXCEPT RETAIL LOT

- 11.1 This by-law applies to all Lots except the Retail Lot.
- 11.2 You may only dispose of Garbage in the manner provided by this by-law.
- 11.3 If You are an Owner or Occupier in building A (which has garbage chutes):
 - (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (ii) placed in the garbage chute.

- (b) Garbage may not be placed or left in the garbage closets on each level of Building A.
- (c) Garbage that is recyclable material must be:
 - (i) separated from Garbage that is non-recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (iii) in the case of bottles, completely drained; and
 - (iv) placed in the relevant recyclable bins in the garbage room in building A.

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

- (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any containers must be completely drained wrapped); and
 - (ii) placed in the garbage room designated for use by Owners and Occupiers in Your building.
- (b) Garbage that is recyclable material must be:
 - (i) separated from Garbage that is not recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (iii) in the case of bottles, completely drained; and
 - (iv) placed in the relevant recyclable bin in the garbage room designated for use by Owners and Occupiers in Your building.

11.5 You must:

- (a) promptly remove any Garbage that may have been spilled; and
- (b) promptly clean the area on which the Garbage has been spilled.
- (c) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property, and
- (d) comply with the local Council's guidelines for the storage, handling, collection and disposal of waste.

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

Lot.

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

BY-LAW 12A. ELECTRIC VEHICLE CHARGING

[Alternative A - Individual owners install charging in their car bays:]

12A.1 Subject to the conditions in this by-law, an Owner who has the use of a car bay in the carpark has a special privilege in respect of the common property to install in that car bay an electrical supply and an electrical outlet of up to 16 amps for the purpose of charging an electric vehicle (the equipment).

12A.2 The Owner must make an application to the Strata Committee in relation to the installation, which must comply with by-law 6. The Strata Committee may approve the application provided that:

~~13.1. An owner~~

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

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

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

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

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

12A.3 If, in the opinion of the Strata Committee, the equipment may be removed with minimal harm to Common Property:

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

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

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

~~[Alternative B - Charging available in a common property~~Common Property car bay:]

12A13.1. This By-law applies if the Owners' -Corporation decides by special resolution to install electric vehicle charging equipment.

12A.2 An owner may use the electric vehicle charging equipment provided that:

- (a) They enter into a user agreement with the Owners' Corporation on terms to be determined by the Strata Committee, including the payment of an annual user charge.
- (b) They do not allow another person to use the electric vehicle charging equipment without the written consent of the Strata Committee.
- (c) They do not use the electric vehicle charging equipment for more than four hours in any 12-hour period.

BY-LAW 13. ANIMALS

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

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

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

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

- (a) Dogs of a declared dangerous breed Any dog declared under the Companion Animals Act 1998 to be a dangerous dog or any dog that is a restricted dog within the meaning of that Act, or the regulations thereunder.
- (b) Domestic fowl, game birds, cockatoos or large parrots.
- (c) Any more than two birds of any other type.
- (d) Bees.

13.5 Bird enclosures, cages and aviaries may not be kept on external balconies or terraces

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

- (a) Keep the animal leashed, in an animal carrier or otherwise under control at all times when on internal common property and supervised at all times when on external common property.
- (b) Ensure that all faeces or other animal waste, whether on the Lot or the Common Property is immediately removed and disposed of and that in doing so no faeces or other animal waste is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape; and
- (c) Ensure that the animal does not disturb other owners or occupiers of a Lot; and
- (d) Ensure that the animal does not wander on to another Lot or on the Common Property; and
- (e) Ensure that dogs and cats are appropriately identified by, for example, microchip, tattoo or other appropriate means and registered with City of Sydney Council; and
- (f) Ensure that an appropriate flea and vaccination schedule is maintained in respect of the animal; and acknowledge that the Owners Corporation may withdraw its consent to keep an animal in the event of a breach of By-Law 15.
- (g) Ensure that the animal does not enter the swimming pool enclosure or swimming pool

BY-LAW 14. RULES

- 14.1 The Owners Corporation may make Rules relating to matters associated with the use, management, security and control of the Building and any Common Property.
- 14.2 The Owners Corporation may amend or replace any Rule.
- 14.3 You are bound by the Rules.
- 14.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

BY-LAW 15. INSURANCE PREMIUMS

- 15.1 Unless you have the prior written consent of the Owners Corporation, You may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 15.2 Consent under by-law 15.1 allows the Owners Corporation to require You to

reimburse the Owners Corporation for higher premiums which result from Your activities or use of Your Lot and/or the Common Property.

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

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

BY-LAW 16. SIGNS

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

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

BY-LAW 17. POOL

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

- (a) You enter and use the Pool Area at your own risk;
- (b) any child under the age of 12 years must be accompanied by a responsible adult who must remain in the Pool Area;
- (c) You must not run, jump, dive or otherwise conduct yourself in a dangerous or careless manner in the Pool Area or within the vicinity of the Pool Area;
- (d) You must not leave any object on the ground or in the water, in the Pool Area, or within the vicinity of the Pool Area;
- (e) You must not disturb the peaceful enjoyment of the Pool Area by other users; and
- (f) You must leave the Pool Area when requested to do so by any person authorised by the Owners Corporation.

(g) Only Occupiers and their accompanied guests may enter or remain in the Pool Area.

(h) No breakable item may be taken into the pool area, including glass, ceramics, and porcelain.

(i) No one may enter or remain the pool area outside the published opening

times. In doing so security or law enforcement will be called to remove you and any costs associated with this will be charged back to your Lot.

BY-LAW 18. MOVING AND DELIVERING

- 18.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.
- 18.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.
- 18.3 You must not do any damage to the Common Property, or You must immediately make good any such damage.
- 18.4 If the Owners Corporation has appointed a Building Manager, You must comply with ~~his~~their requirements.

BY-LAW 19. COMPLAINTS AND APPLICATIONS

- 19.1 Any complaint or application to the Owners Corporation or the ~~Executive~~Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation.
- 19.2 If the Owners Corporation has not made a nomination, then they must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the ~~Executive~~Strata Committee.

BY-LAW 20. LEASE OR LICENCE OF LOTS

- 20.1 This by-law applies to Lots that are leased or licensed.
- 20.2 If You have leased or licensed Your Lot:
- (a) You must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
 - (b) You must ensure the Occupiers comply with the by-laws;
 - (c) You must act promptly to comply with any reasonable notice You may receive from the Owners Corporation, the ~~Executive~~Strata Committee, the Managing Agent or the Building Manager about Your Occupiers; and
 - (d) You must take all action available to ensure Your Occupiers comply with the by-laws and any reasonable notice You receive from the Owners Corporation.
- 20.3 If You are an Occupier of a Lot:
- (a) You must comply with the by-laws; and
 - (b) You must promptly comply with any notice You receive from the

Owners Corporation, the ~~Executive~~Strata Committee, the Managing Agent or the Building Manager.

BY-LAW 21. EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH SIGNS

21.1 This is an Exclusive Use By-law.

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

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

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

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

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

BY-LAW 22. EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH GREASE ARRESTOR

22.1 This is an Exclusive Use By-law.

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

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

22.4 The Retail Lot Proprietor must:

- (a) keep the Grease Arrestor Room clean at all times;
- (b) have the Grease Arrestor cleaned on a regular basis at its own cost;

- (c) must comply with all laws and the requirements of all Authorities in connection with the Grease Arrestor and the Grease Arrestor Room; and
- (d) effect and keep effected public liability insurance in respect of the Grease Arrestor Room.

BY-LAW 23. EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT OVER THE RISER

23.1 This is an Exclusive Use By-law.

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

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

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

23.4 The Retail Lot Proprietor must:

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

BY-LAW 24. EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT TO CARRY OUT BUILDING WORKS

24.1 This is an Exclusive Use By-law.

24.2 The Retail Lot proprietor has the special privilege to carry out Fit Out Works to the Retail Lot which are necessary or considered desirable by the Retail Lot Owner for the purposes of carrying out any activity or business in the

Retail Lot which is the subject of a Development Consent, subject to the conditions in by-laws 24.3, 24.4, 24.5 and 24.6.

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

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

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

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

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

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

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

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

replace in accordance with this by-law.

BY-LAW 25. EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH SERVICES

25.1 This is an Exclusive Use By-law.

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

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

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

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

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

caused, immediately make good that damage; and

- (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

BY-LAW 26. EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH AIR CONDITIONING EQUIPMENT

26.1 This is an Exclusive Use By- law.

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

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

BY-LAW 27. AIR CONDITIONING EQUIPMENT

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

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

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

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

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

- (b) You have procured all relevant consents from the relevant Authorities.

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

- (a) comply with the reasonable requirements of the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;

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

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

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

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

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

~~BY-LAW 28. DISPLAY APARTMENT~~

~~28.1 The Original Proprietor may use any Apartment in the Building as a Display Apartment.~~

~~28.2 The Original Proprietor has the right to use any number of Apartments as a Display Apartment.~~

BY-LAW 29. GARBAGE ARRANGEMENTS FOR RETAIL LOT

29.1 Definitions

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

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

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

Building means the building the subject of the Strata Scheme.

Common Property means the common property of the Strata Plan.

Garbage means any refuse, recyclable or waste.

Owners Corporation means the owners corporation of the Strata Scheme.

Retail Lot means lot 1 in the Strata Plan.

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

Strata Plan means strata plan registered number 76137.

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

29.2 Garbage arrangements for Retail Lot

- (a) Garbage in connection with the Retail Lot may only be disposed of in the manner provided in this by-law.
- (b) Garbage in connection with the Retail Lot may be stored in bins located in the garbage room in Block A provided that:
 - (i) The bins may only be located in that part of the garbage room in Block A designated for use by the Retail Lot (the "Designated Area").
 - (ii) Garbage that is non-recyclable must be:
 - (A) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (B) placed in non-recyclable bins provided by the Retail Lot Owner at its own cost
 - (iii) Garbage that is recyclable material must be:
 - (A) separated from Garbage that is non-recyclable;
 - (B) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council or any relevant Authority or otherwise);
 - (C) in the case of bottles, completely drained; and

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

- (c) The Retail Lot Owner and any Retail Lot Occupier must:
- (i) place Garbage in the garbage room in Block A in the Designated Area only;
 - (ii) arrange for Garbage to be regularly removed by independent contractors (at no cost to the Owners Corporation) so as to ensure no Garbage accumulates for any reasonable amount of time;
 - (iii) not place or leave Garbage of any kind or garbage bins on the Common Property;
 - (iv) promptly remove any Garbage that may have spilled; and
 - (v) promptly clean the area on which any Garbage has been spilled.

BY-LAW 30. RIGHT FOR LOT 1 TO MAKE ALTERATIONS TO COMMON PROPERTY

30.1 Type of by-law

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

30.2 Definitions

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

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

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

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

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

Building means the building the subject of the Strata Scheme.

Building Works means the Ground Floor Building Works and the Basement

Building Works.

Common Property means the common property of the Strata Plan.

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

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

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

Retail Lot means lot 1 in the Strata Plan.

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

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

Owners Corporation means the owners corporation of the Strata Scheme.

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

Strata Plan means strata plan registered number 76137.

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

30.3 Rights

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

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

30.4 Access to Common Property

The Retail Lot Owner is authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works and to

store on the relevant parts of the Common Property materials, sheds and other relevant items for such reasonable period of time as may be necessary to carry out the Building Works.

30.5 Maintenance obligations

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

30.6 Obligations when carrying out Building Works

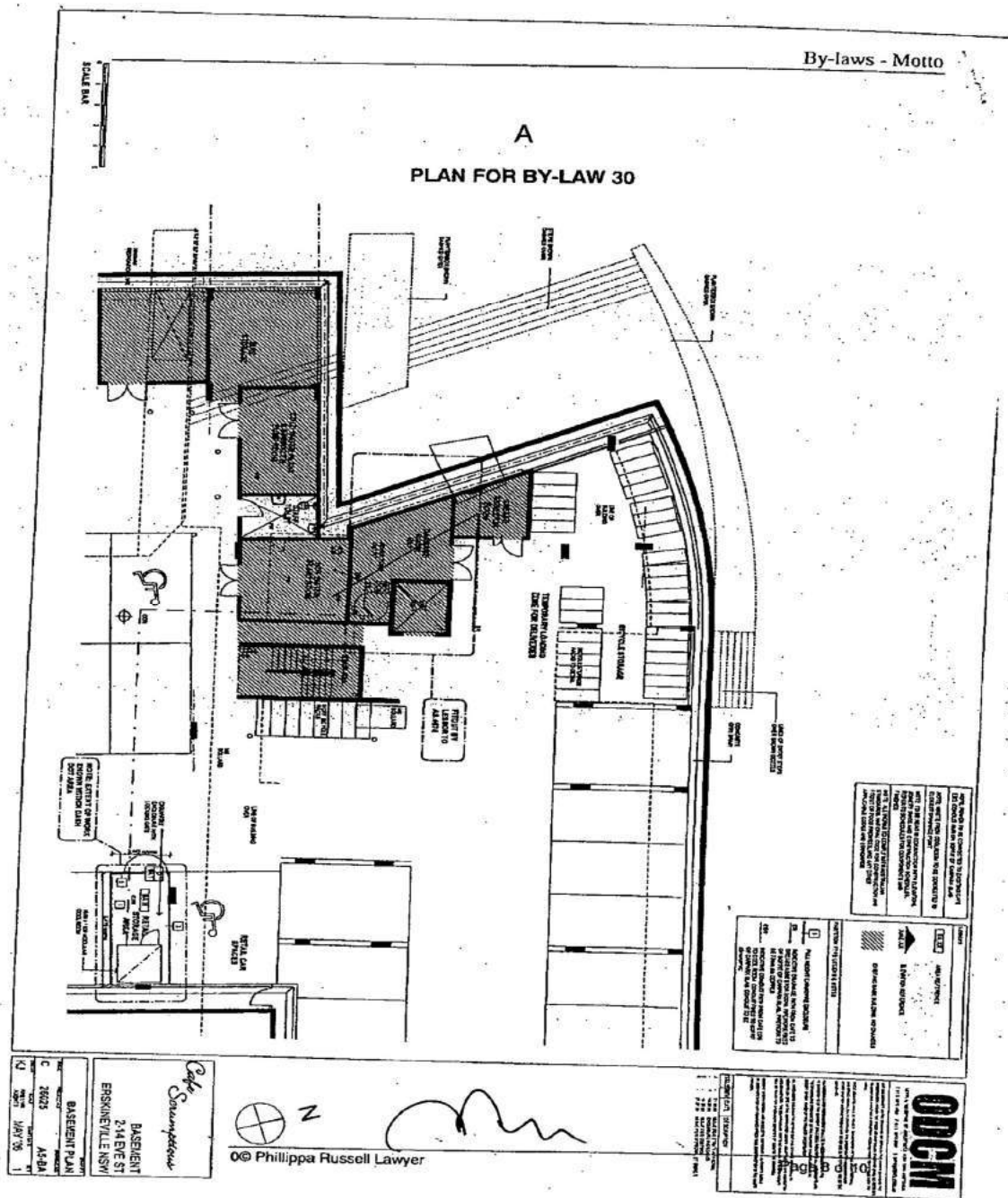
- (a) When carrying out the Building Works, the Retail Lot Owner must:
 - (i) obtain necessary consents from government agencies;
 - (ii) ensure the works are carried out in a proper and workmanlike manner;
 - (iii) use only qualified and where appropriate, licensed tradesmen;
 - (iv) ensure all relevant insurances are in place and if requested by the Owners Corporation provide it with copies of those insurances;
 - (v) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (vi) cause as little disturbance as is practicable to other owners and occupiers of other lots in the Strata Scheme;
 - (vii) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (viii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (ix) ensure no damage is caused to the property of any other owner or occupier of another lot in the Strata Scheme, or if damage is caused, immediately make good that damage;
 - (x) obtain consent of from the Owners Corporation if services are to be interfered with or interrupted;
 - (xi) notify the Owners Corporation of the estimated commencement and termination dates of the Building Works; and
 - (xii) comply with the reasonable requirements of the Owners Corporation notified in writing to the Retail Lot Owner.
- (b) Prior to commencing the Building Works, the Retail Lot Owner must procure the consent of all relevant Authorities and must obtain all

relevant insurances in connection with carrying out the Building Works and if requested by the Owners Corporation provide it with copies of those insurances.

- (c) On completion of the Building Works, the Retail Lot Owner must ensure:
 - (i) all rubbish and debris caused by the Building Works is removed from the Building; and
 - (ii) the Common Property in the vicinity of the Building Works is left clean and tidy.
- (d) The Retail Lot Owner must ensure the completed Building Works complies with the requirements of all relevant laws and Authorities and does not result in the Owners Corporation breaching any law or the requirements of any Authority.

30.7 Indemnity

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



BY-LAW 10. HANGING OUT OF WASHING

- 1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- 2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 3) An owner or occupier of a lot may hang washing on any part of the lot that

will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

- 4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

BY-LAW 32. SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

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

BY-LAW 33. EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF LOTS 51, 117, 118, 120, 123, 125 & 126

1. This is an Exclusive Use By-law.
2. Despite any other by-law to the contrary, the owner of:
 - (a) Lot 51 has a special privilege to undertake the following;
 1. exclusive use to courtyard area
 2. reduce the garden bed area to half,
 3. level garden bed area to ground height
 4. demolish and remove the brick nib wall centre of the courtyard
 5. demolish and remove horizontal garden bed brick retaining wall
 6. supply and install tiles to courtyard area
 - (b) lots 117, 123, and 125 have a special privilege to remove the western and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
 - (c) lots 118, 120 and 126 have a special privilege to remove the eastern and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
3. When carrying out works to remove any wall authorised in the by-law, the owner of the lot must:
 - (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
 - (b) ensure the works are carried out in a proper and workmanlike manner;
 - (c) use only qualified and where appropriate qualified tradesman;
 - (d) ensure the works are carried out without undue delay;
 - (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (f) cause as little disturbance as is practicable to other Owners and Occupiers;

- (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
 - (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
 - (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.
4. The owner of each lot who removes a wall authorised in this by-law must maintain and keep in a state of good and serviceable repair the area occupied by the removed wall.
 5. Each owner benefitted by the rights and privileges granted in this by-law indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the:
 - (a) work to remove the wall;
 - (b) use of their respective exclusive use areas;
 - (c) failure to comply the duty to maintain, repair, renew or replace;
 - (d) performance of any work required to comply with the duty to maintain and repair;
 - (e) owner's breach of any part of this by-law.
 6. If an owner fails to comply or breaches any part of this by-law, then the Owners Corporation may:
 - (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) if the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Management Act, and the expenses of the Owners Corporation incurred in recovering

those amounts.

SPECIAL BY-LAW 1

Definitions

1. In this by-law:
 - (a) **“Act”** means the *Strata Schemes Management Act 2015*;
 - (b) **“Authority”** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) **“Building”** means the building located at 8 Eve Street, Erskineville;
 - (d) **“Common Property”** means the common property comprised in Strata Plan 76137;
 - (e) **“insurance”** means Contractors’ All Risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), insurance required under s92 of the Home Building Act 1989, and workers compensation insurance;
 - (f) **“Lot”** means lot 50 in strata plan 76137;
 - (g) **“Past Works”** means:
 - (i) the installation of tiles and acoustic underlay on the floor of the Lot with the exception of the balcony and bathrooms;
 - (ii) the installation of a Dakin inverter reverse cycle air conditioning system and ancillary pipes, wires, cables and ducting, with the air-conditioning unit located on the lounge room wall of the Lot adjacent to the kitchen and the condenser unit located on the roof above the Lot with a pipe connecting the condenser unit through the ceiling of the Lot;
 - (h) **“Owner”** means the owner for the time being of the Lot including successors in title;
 - (i) **“Owners Corporation”** means The Owners – Strata Plan No 76137;
 - (j) **“work”** means the work referred to in clause 4 of this by-law;
 - (k) Unless the context or subject matter otherwise indicates or requires:
 - (i) reference to the singular includes the plural and the plural includes the singular;
 - (ii) “including” and similar expressions are not words of limitation;
 - (iii) headings are for convenience only and do not affect the interpretation of this by-law;

- (iv) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

Grant of special privilege

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

Past Works

- 3. The Owner must, in relation to the Past Works:
 - (a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.
 - (b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:
 - (i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);
 - (ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;
 - (iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:
 - (A) the Building Code of Australia;
 - (B) pertinent Australian Standards;
 - (C) manufacturer's specifications and recommendations.

Repair and maintenance

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

Conduct of work

- 5. Prior to commencing any work:
 - (a) the Owner must inform the strata committee of the nature of the work being conducted;

- (b) the Owner must provide the Owners Corporation with:
 - (i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes;
 - (ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain insurance for the duration of the work;
 - (iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence.
6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:
- (a) use only duly licensed contractors to conduct the work in a proper and skilful manner;
 - (b) use appropriate materials in accordance with the manufacturer's specifications;
 - (c) comply with all conditions and requirements of any Authority;
 - (d) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property;
 - (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
 - (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;
 - (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays;
 - (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work;

- (j) keep all affected areas of the Building outside the Lot clean and tidy, and remove all debris from the Common Property.
7. After the completion of work, the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the work has been completed;
 - (b) notify the Owners Corporation that all damage, if any, to any lot in the Building or Common Property caused or contributed to by the work and not permitted by this by-law, has been rectified;
 - (c) Provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.

Failure to comply or breaches

8. If the Owner fails to comply with or breaches any obligation under this by-law, then the Owners Corporation may:
- (a) carry out anything reasonably necessary to perform that obligation;
 - (b) enter with reasonable notice in writing upon any part of the parcel to perform that obligation;
 - (c) recover the costs of carrying out that obligation from the Owner as a debt;

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

Indemnity

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

Damage

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

owner or occupier of a lot in the Building.

Costs

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

SPECIAL BY-LAW 2

- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Schemes Management Act 2015) and of imposing conditions on such approval.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

SPECIAL BY-LAW 3 – MAJOR RENOVATIONS AND BUILDING WORKS (LOT 162)

1. Introduction

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

2. Definitions

In this by-law:

“Lot” means Lot 162 in the Strata Scheme;

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

“Plans” means the plans/drawings provided;

“Major Renovations By-Law” means Special By-Law No. 3 – Major Renovations as amended from time to time;

“Strata Scheme” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

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

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

the Major Renovations;
on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

NOTICE OF STRATA COMMITTEE MEETING

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

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

DATE, PLACE AND TIME

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

AGENDA

5. Preliminaries
 - + recording of persons present and in attendance
 - + consent to acting members of the committee in accordance with Section 34 of the Act
 - + recording of apologies
 - + determination of a quorum
6. Opening
 - + confirming chairperson
 - + commencement time
7. Consideration of attached motions
8. Closure

INFORMATION

QUORUM (*Clause 12 of schedule 2 of the Act*)

A motion submitted at a meeting of a strata committee must not be considered unless there is a quorum present to consider and vote on the motion. A quorum is present at a meeting:

- (a) in the case of a strata committee which has only one member, if the member is present,
- (b) in any other case, if not less than one-half of the persons entitled to vote on the motion are present.

A person who has voted, or intends to vote by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.

ELIGIBILITY TO VOTE (*Clause 9(4) of Schedule 2 of the Act*)

You cannot vote if the contributions for your lot have not been paid or if you were nominated for the strata committee by a member who has not paid the contributions for their lot. The relevant consideration is whether or not the owner of the lot was an un-financial at the date notice of the meeting and did not pay before the meeting.

DISCLOSURES OF PECUNIARY INTEREST (*Clause 18 of schedule 2 of the Act*)

The nature of the interest must be disclosed at a meeting and the particulars are to be kept in a book for this purpose.

NON MEMBER ATTENDANCE (*Clause 13 of schedule 2 of the Act*)

Owners or company nominees of a lot in the scheme may attend a strata committee meeting however they are not entitled to address the meeting unless authorised by a resolution of the meeting.

NOTICE DATE: 24 OCTOBER 2019

MOTIONS FOR CONSIDERATION

MOTION	ACTING MEMBERS	THAT pursuant to Section 34 of the <i>Strata Schemes Management Act 2015</i> (NSW), the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this and/or any future meetings of the strata committee.	Section 34 of the Act
MOTION 1	CONFIRMATION OF MINUTES	THAT the minutes of the last committee meeting held 15 October 2019 be confirmed as a true and accurate record of that meeting.	
MOTION 2	ELECTION OF OFFICE BEARERS	THAT the secretary, treasurer and chairperson of the strata committee be elected.	Section 41 of the Act and Clause 11 of the Regulations
MOTION 3	PECUNIARY INTEREST	<p>THAT the strata committee:</p> <ul style="list-style-type: none"> (a) receive any disclosures regarding pecuniary interests; (b) record the details of these interests in the disclosure book; (c) for each disclosure made, determine whether that member can <ul style="list-style-type: none"> i. be present during the deliberations for that matter, or ii. take any part in the decision of that matter. <p>Notes to motion: <i>Disclosure of any interest in relation to a corporation or other body, or a specified person for a matter. This might be employment, membership, partnership, though can be any type of relationship.</i></p>	
MOTION 4	ELECTRONIC SERVICE OF INSURANCE INFORMATION	THAT the strata committee resolve to accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation be determined.	
MOTION 5	TERM DEPOSITS	THAT the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.	
MOTION 6	CODE OF CONDUCT	THAT the attached Code of Conduct be confirmed.	
MOTION 7	FORMATION OF SUB-COMMITTEES	THAT any sub-committees required be established and the members elected.	
MOTION 8	BY-LAW COMPLIANCE	THAT matters of non-compliance with the by-laws be considered and instructions issued accordingly.	
MOTION 9	BUILDING MANAGER'S REPORT	THAT the Building Managers Report be tabled and reviewed, and further instruction provided relating to this report and/or the common property.	
MOTION 10	APPLICATIONS & APPROVALS	<p>THAT any applications submitted be considered and, if appropriate, approved.</p> <ul style="list-style-type: none"> • Lot 51 – Courtyard works – this application has been approved <p>Notes to motion: <i>That any applications that have been received since the last strata committee meeting be tabled, discussed and resolved.</i></p>	
MOTION 11	STANDING INSTRUCTIONS	THAT the strata committee provides further standing instructions to the Building Manager or Strata Managing Agent concerning the management and maintenance of common property.	
MOTION 12	NEXT MEETING	THAT the date, time and location of the next meeting(s) of the strata committee be determined.	

MINUTES OF STRATA COMMITTEE MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held on Tuesday, 15 October 2019

in the Crown Boardroom of Strata Plus, Level 2, 80 Cooper Street, Surry Hills NSW 2010

PRESENT:

R Treuer - Treasurer	Lot 53
L Bousfield – Chairperson	Lot 70
M Lawler - Member	Lot 88
A Adam – Secretary	Lot 98

APOLOGIES:

S Morgan – Member	Lot 69
L Purvis - Member	Lot 97
K Andrews – Member	Lot 143

IN ATTENDANCE:

G Candi	BMHQ Pty Ltd
J Jasnos	Strata Plus

Those present determined that Lynne Bousfield chair the meeting.

The chairperson declared a quorum and the meeting opened at 6:32pm.

MINUTES

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	No appointments received for acting members of the Strata Committee for this or any future meetings of the Strata Committee. The following were noted: <ul style="list-style-type: none">+ K Andrews appointed A Adam as substitute+ S Morgan appointed L Bousfield as substitute+ L Purvis appointed A Adam as substitute
MOTION 2	CONFIRMATION OF MINUTES	THAT the minutes of the last Committee meeting held 19 September 2019 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	No disclosures of pecuniary interests received.
BUILDING MANAGEMENT & MAINTENANCE		
MOTION 4	BUILDING MANAGER'S REPORT	The Building Manager's Report was tabled and reviewed, in particular: Fire inspections <ul style="list-style-type: none">• Proceeded well, with about 10 re-inspections to be done. Water ingress, 2301 and 2501 <ul style="list-style-type: none">• Specifications for works to issue shortly. Lift certification, fire door compliance <ul style="list-style-type: none">• Noted that lift landing doors require certification to meet recent enhanced fire certification requirements, although the doors themselves are compliant.• RESOLVED that Ed Branz attending to certify lift doors. Efflorescence on stairs <ul style="list-style-type: none">• Efflorescence on external stairs has provide difficult to shift.• Cleaning contractor suggests replacing tiles and upgrading grout.

		<ul style="list-style-type: none"> RESOLVED that the Building Manager obtain quotations for replacement of common entry tiles affected by efflorescence that cannot be removed by a high pressure washer. <p>Electricity meter reading discrepancies, 14 Nassau Lane</p> <ul style="list-style-type: none"> Now resolved, without the need replace a switchboard. <p>Food scraps initiative</p> <ul style="list-style-type: none"> Going well. <p>Pool</p> <ul style="list-style-type: none"> Pool repaired and made safe for summer. <p>Timber pergola</p> <ul style="list-style-type: none"> Programmed Property Services (PPS) has looked at the deterioration of the pergola. PPS is providing a proposal to maintain like for like. Noted that another option (e.g. sails) may be the more cost effective option in the longer term. <p>Fire stairs, M1</p> <ul style="list-style-type: none"> Committee to review proposal for an engineer's review. <p>Water monitoring program</p> <ul style="list-style-type: none"> RESOLVED that we continue with the SOMs water monitoring program.
MOTION 5	GROUND AND GARDENS	<p>M. Lawler and the Building Manager updated the Strata Committee on grounds and gardens, in particular:</p> <ul style="list-style-type: none"> An irrigation specialist is to review the system and advise on rectification. Quotations pending on: <ul style="list-style-type: none"> replenishing M3 planter box soil levels and replacing the bamboo with something more durable. RESOLVED that the Building Manager obtain a quotation for mulching beds.
MOTION 6	LIFT PHONE UPGRADE	<p>The Strata Manager updated the Strata Committee on the lift emergency phone upgrade proposal.</p> <p>RESOLVED to proceed with a three-year contract with Romteck Grid fire monitoring service and lift monitoring.</p>
MOTION 7	BUILDING REMEDIATION & PAINTING PROGRAM	<p>R. Treuer and the Strata Manager updated the Strata Committee on the building remediation and painting program, in particular:</p> <ul style="list-style-type: none"> Tenders pending on installation of anchor points. The Strata Manager will circulate the final scope of works (due this week) to the Committee for comment before seeking tenders.
MOTION 8	INTERCOM UPGRADES	<p>The Building Manager updated the Strata Committee on replacement M1 intercoms, in particular:</p> <ul style="list-style-type: none"> Installation proceeding. Soon to be switched on. George is following up final installations. <p>Replacement of M2 and M3 handsets to be considered at AGM, along with whether to install CCTV at garage door.</p>
MOTION 9	CURRENT WORKS	<p>The Building Manager updated the Committee on current works:</p> <ul style="list-style-type: none"> JBuild's works to apartment 2502 – complete – and the leak from unit 2501 – specification pending.
MOTION 10	FUTURE WORKS	<p>The Strata Committee considered future works planning.</p>
MOTION 11	NASSAU LANE CUT THROUGH	<p>The Strata Committee discussed the Nassau Lane cut through and issue further instructions, in particular:</p> <ul style="list-style-type: none"> Abe Consulting is to provide its report on compliance of the proposed works.
MOTION 12	GARBAGE HOLDING ROOM	<p>THAT the Strata Manager update the Strata Committee on the garbage holding room, in particular:</p> <ul style="list-style-type: none"> The Strata Manager is to seek an update from Daniel Barber, in particular when Council street works are planned.

FINANCIAL MATTERS						
MOTION 13	FINANCIAL STATEMENTS	RESOLVED that the Strata Committee adopt the Financial Statements for the period ending 30 September 2019.				
MOTION 14	CAPITAL WORKS FUND PLAN	The Strata Committee considered the capital works fund plan report. RESOLVED that the Strata Manager incorporate its findings into the 2019/20 budget.				
MOTION 15	TERM DEPOSITS	RESOLVED that the Treasurer term deposits and provide renewal instructions.				
		Inst	Balance	Term	Rates	Maturity
		Macquarie Bank#1	\$362,806.18	180	1.55%	20/01/2020
		Macquarie Bank#2	\$215,504.55	90	1.60%	21/10/2019
		Macquarie Bank#3	\$25,587.93	90	1.55%	30/12/2019
Macquarie Bank#4	\$300,000.00	120	1.60%	31/10/2019		
MOTION 16	AGED ARREARS AND DEBT RECOVERY	The aged arrears report was tabled. NOTED in relation to Lot 15 (Unit 1205) noted that the payment plan is in place and that the file remains with Le Page Lawyers.				
GOVERNANCE AND COMPLIANCE						
MOTION 17	BUILDING MANAGER'S AND STRATA MANAGER'S AGREEMENTS	RESOLVED that the Strata Committee propose to the Owners the building management and cleaning agreement be renewed for 12 months during the building remediation works. RESOLVED that the Strata Manager is to prepare a formal agreement. NOTED that the Strata Manager has now provided the Committee with a draft strata management agreement.				
MOTION 18	BY-LAW NON-COMPLIANCE	NOTED that units continue to be let on Air BnB. RESOLVED that the Strata Manager refer the matter to the City. NOTED that the café continues to receive deliveries at 3:00am and to open at 6:00am. RESOLVED that the Strata Manager raise the issue with the café operators.				
MOTION 19	APPLICATIONS AND APPROVALS	NOTED that there are no applications pending.				
MOTION 20	DEDICATION NASSAU LANE	A. Adam updated the Strata Committee on the dedication of Nassau Lane, in particular: <ul style="list-style-type: none">The Building Manager, S. Morgan and he had met with Grace Lawyers and Heather Irish.Ms Irish has issued a formal letter to Council with advice on the position of the Owners Corporation to the matter of the wall.				
MOTION 21	BY-LAW REVIEW	A. Adam updated the Strata Committee on the by-law review, in particular: <ul style="list-style-type: none">The draft amendments to the by-laws are currently with the Owners Corporation's lawyers for comment.				
NEXT MEETING						
MOTION 22	NEXT MEETING	THAT the Strata Committee next meet following the 14 November 2019 Annual General Meeting.				
CLOSURE		There being no further business, the chairperson closed the meeting at 8:30pm.				

Code of Conduct & Guiding Principles of Motto Strata Committee

The strata committee is a group elected by the SP76137 owners corporation to represent owners or owners' nominees. It administers the day-to-day running of the owners corporation and is elected at each annual general meeting;

Any decision made by the strata committee is treated as a decision of the owners corporation although there are some matters that the strata committee does not have the power to make. No individual strata committee member can make a decision for the owners corporation.

Motto Strata Committee Guiding Principles

Each member of the committee agrees to abide by the following code of conduct:

1. To be committed to acquiring an understanding of the Strata Schemes Management Act 2015 (the Act), these rules and all by-Laws concerning this owners corporation;
2. To act honestly and fairly and not to unreasonably disclose information held by the strata scheme, including information about an owner;
3. To act in the best interests of the owners corporation unless it is unlawful to do so;
4. To comply with the Act, this Code and all rules/by-laws concerning this strata scheme;
5. Not to cause a nuisance or otherwise behave in a way to bring disrepute or diminish the good reputation of this committee;
6. To respect fellow members opinions and differences and foster a spirit of teamwork and co-operation;
7. To be committed to attending all meetings of the strata committee and the owners corporation;
8. To comply with strata committee process and procedure as determined by the strata committee from time to time;
9. To disclose to the strata committee any conflict of interest the member may have in a matter before the strata committee; members are not to vote on such matters;
10. To declare any interest, either personal or financial, in the outcome of any issue before the Strata Committee, and thereafter excuse himself/herself from any further participation in any discussions, decisions or voting with respect to that issue.

Motto Strata Committee Operating Principles

Each member of the committee agrees to abide by the following operating principles:

1. Strata committee members will work together for the benefit of the owners corporation and not for their own personal agendas;
2. Decisions of an strata committee will be on a majority basis and undertaken at strata committee meetings;
3. Discussion will be respectful, honest and fair;
4. Strata committee members will listen to the opinions of other members;
5. Strata committee members will trust and support other strata committee members in carrying out their assigned duties;
6. The views of contracted agents will be welcomed and listened to with respect;
7. In items where strata committee members do not all agree, the strata committee, as a whole, will work together to support the decision of the strata committee;
8. Strata committee members will adhere to the strata committee processes and procedures at all times;
9. Should any committee member feel another member has behaved in a manner that breaches the code of conduct they may email their concerns to the Chair (or to another office bearer should the subject of the complaint be the chair); the Chair (or other office bearer) shall then notify the rest of the committee (excluding the cited committee member) to ascertain whether the rest of the committee agrees there has been a breach - this shall be determined by a majority decision; should the majority decision be reached the Chair's responsibility is to inform the cited member of the problem and request they restrain from instances of the cited behaviour in future.

10. Where continual Code of Conduct transgressions are reported the Strata Committee will request the resignation of the member and for a replacement member to be elected by the Strata Committee;
11. Where the member refuses the request to tender resignation the Strata Committee may convene an Extraordinary General Meeting with a motion for the removal of the transgressing member and the election of a replacement member.

Motto Strata Committee Day-to-Day Procedures

- Informal meetings may be held monthly or as agreed by the Committee;
- Respectful discussion of day-to-day matters is to be undertaken on email if required;
- All emails are to include the Strata Manager or Secretary email address to ensure that the owners corporations books and records are complete;
- The Chairperson or a nominee acting as a delegate is the nominated person to give directions and/or instructions to the Strata Manager, and Building Manager or other contractors on day to day matters unless otherwise directed by the strata committee;
- All committee members to circulate a reply to correspondence seeking direction within two business days for urgent matters or works or within five business days for non-urgent matters or works (urgent matters to be indicated when circulating email);
- Correspondence between members of the Strata Committee, or between members of groups, and vertical correspondence between Chairperson, Secretary and Treasurer is encouraged;
- All correspondence amongst members is to be by email unless reason dictates otherwise, and the secretary@motto.net.au and records@motto.net.au are to be cc'd into all internal and external communications

Confidentiality

Each strata committee member shall keep all details relating to SC affairs confidential, owners details (including fellow strata committee members) and all occupants' contact details (including address, phone numbers and email addresses) confidential at all times; EXCEPT in relation to correspondence or discussions with the Building Manager or Strata Manager.

Motto Sub-Committees or Working Groups

The work of the Strata Committee may be devolved to members who participate in Sub-committees or Working Groups. These groups will:

- develop a list of priorities / action checklists and make suitable recommendations to the Strata Committee as a whole for any final decisions to be taken;
- submit a written recommendation with respect to any issue placed upon the agenda for the next Strata Committee meeting;
- report to the informal Strata Committee meetings, orally or in writing;
- submit a report for publication to the members of the strata scheme on request by the Chairperson;
- prepare, regularly update, and file with the Secretary, any procedures and protocols with respect to the operation of the building and equipment in it.

GENERAL MEETING PROXY FORM



FORM 1 - PROXY APPOINTMENT

Strata Schemes Management Act 2015 (Schedule 1 Clauses 23, 25, 26)

Strata Schemes Management Regulation 2016 Clause 13

MUST insert to show the date of completion and signing of this form	Date & time	
MUST be the full name(s) as reflected on the title of your lot and in the strata roll. <i>If jointly owned, then all names must be recorded.</i> <i>If owned by a corporation, the name of the corporation must be noted (not the name of the company nominee)</i>	I/We	
MUST insert the Lot number. <i>This is not always your unit/suite number. If unsure contact Strata Plus or refer to a recent levy notice.</i>	the owners of lot	
MUST insert the Strata Plan No.	in Strata Plan No	
MUST insert the proxy holder's name	appoint	
Insert where the proxy holder is from eg Lot X	of	
as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).		
Tick and/or complete whichever applies. <i>The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings.</i> <i>Period of meetings MUST be specified in a clear manner.</i> <i>If no nomination is made, the proxy will take effect for 12 months or 2 consecutive annual general meetings, whichever is the greater.</i>	Period or number of meetings for which appointment of proxy has effect	1 meeting meetings 1 month months 12 months or 2 consecutive annual general meetings
<i>*Delete paragraph 1 or 2, whichever does not apply.</i> <i>If you delete option 1, then specify the matters and any limitations on the manner in which you want the proxy to vote on the lines provided for option 2.</i> <i>*Delete paragraph 3 if proxy is not authorised to vote on this matter.</i> <i>For examples, read note 1 below</i> <i>*3 MUST be completed where appropriate. If incomplete then the proxy cannot vote regarding managing agents.</i>	Authorisation given	*1. This form authorises the proxy to vote on my/our behalf on all matters. OR *2. This form authorises the proxy to vote on my/our behalf on the following matters only: *3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:
Only one proxy can be held by a person if the scheme has 20 lots or less. <i>Limit to a number equal to not more than 5% of the total number of lots</i>	Limit on number of proxies	*4. I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.
Signatures of ALL owners recorded on title MUST sign. <i>If owned by a corporation, the proxy MUST be executed by the company pursuant to the Corporations Act 2001.</i>	Signature of owner(s)	

Refer over for important information relating to appointment & rights of proxy holders

NOTES ON APPOINTMENT OF PROXIES

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

NOTES ON RIGHTS OF PROXIES TO VOTE

1. A duly appointed proxy:
 - (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
 - (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
 - (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
 - (c) if the right to vote on any such matter is limited by this form.

Date

To the Secretary of the Owners – Strata Plan

Take notice that Pty Limited

(COMPANY NAME)

the owners of lot(s) in Strata Plan

in accordance with section 154 (1) of the *Strata Schemes Management Act (NSW) 2015* hereby

give notice that

(NOMINEE NAME)

of

(AUSTRALIAN ADDRESS)

is appointed company nominee for the purposes of exercising the rights of the Company vested by virtue of the *Strata Schemes Management Act (NSW) 2015* as at the day of this notice and thereafter, until revoked by the Company in writing to the secretary of the owners corporation.

Company nominee's telephone

Company nominee's email

Executed in accordance with section 127 of the *Corporations Act 2001* in the presence of:

COMMON SEAL (OPTIONAL):

.....
SECRETARY / DIRECTOR

.....
DIRECTOR

Note: If you are the sole director and company secretary, please make a notation of this beside your signature

This document must be signed in accordance with section 127 of the *Corporations Act 2001* which states that:

- (1) A company may execute a document without using a common seal if the document is signed by:
 - (a) 2 directors of the company; or
 - (b) a director and a company secretary of the company; or
 - (c) for a proprietary company that has a sole director who is also the sole company secretary – that director.
- (2) A company with a common seal may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:
 - (a) 2 directors of the company; or
 - (b) a director and a company secretary of the company; or
 - (c) for a proprietary company that has a sole director who is also the sole company secretary – that director.

STRATA PLAN NO.		UNIT NO.	
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Your details are safeguarded in accordance with *The Privacy Act 2000* and our Privacy Policy as per strataplus.com.au

If you consent to receiving notifications electronically, then your email address forms part of the books and records of your scheme.

Electing to receive notifications electronically reduces the postal charges to your scheme.

PREFERRED TITLE & OWNER(S) NAME(S) Mr / Ms / Mrs / Dr Eg Dr & Mrs Brown, Mr A Wong & Miss B Wong	
--	--

Correspondence = notices & minutes of meetings; communications to all owners; reports sent to all owners; and any letters specific to your lot.

CORRESPONDENCE	Email address: <i>(only one)</i> I/we AUTHORISE the owners corporation to electronically send communication to the email address below. <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> Signature(s) <div>Dated</div> </div>
	AUSTRALIAN POSTAL ADDRESS <i>Only complete if not receiving via email.</i>

Levy notices are sent to your nominated address. If there is a delay in receiving your payment, the same address is used for contact purposes. Please note that if your agent pays your levies you can specify their email address below. If you do have a tenant, you must provide the owners corporation with full lease details within 14 days of them moving in. You can do this by completing our Tenancy Notice Form.

LEVY NOTICES	Email address: <i>(only one)</i> I/we AUTHORISE the owners corporation to electronically send the levy notices to the email address below. <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> Signature(s) <div>Dated</div> </div>
	AUSTRALIAN POSTAL ADDRESS <i>Only complete if not receiving via email.</i>

Having your contact details enables us to contact you in our capacity as your scheme's Agent. The details do not form part of the records of the scheme unless there are specifically related by-laws or resolutions for your scheme.

MOBILE NUMBER	DAYTIME PHONE	AFTER HOURS PHONE	ALTERNATE CONTACT
			Full Name Phone

Return by email or post as per details below.

If you have any questions regarding this form, simply contact Strata Plus.

Please note that we have information guides on our website that provide detail on a variety of topics that are relevant to you as an owner.

A PO BOX H181 AUSTRALIA SQUARE NSW 1215 | P 02 8198 8500 | E INFO@STRATAPLUS.COM.AU | W STRATAPLUS.COM.AU | ABN 30 096 175 709

THE OWNERS OF SP 76137 | MOTTO APARTMENTS | 2-14 EVE STREET, ERSKINEVILLE

NOMINEE

I
sole owner/co-owner/company nominee (*please circle which is relevant*)

of Lot in SP 76137

nominate

to stand for election to the strata committee at the annual general meeting (AGM)

Signed:

Date:

ACCEPTANCE OF NOMINATION

I
sole owner/co-owner/company nominee/non-owner (*please circle which is relevant*)

of Lot in SP 76137

- ✓ consent to the nomination to stand for election to the strata committee at the AGM, and
- ✓ have read the strata committee election information to confirm my eligibility, and
- ✓ declare the following pecuniary interest and
- ✓ disclose my connection with the original owner

Signed:

Date:

PLEASE NOTE

- + If you are a sole owner or company nominee and self-nominating, please complete both sections of the form
- + Sections 31 & 32 of the *Strata Schemes Management Act 2015 (NSW)* set out the eligibility requirements
- + Schedule 2 of the Act sets out the obligation to disclose a direct or indirect pecuniary interest in a matter to be considered at a meeting.
- + If there are no declarations of interest or connected person disclosures then write "N/A"
- + Forms should be returned to our office prior to the meeting if possible.

If you have any questions, simply contact your Strata Plus strata manager.

MINUTES OF STRATA COMMITTEE MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held on Thursday, 19 September 2019 at 6:30pm
in the Crown Boardroom of Strata Plus, Level 2, 80 Cooper Street, Surry Hills NSW 2010

PRESENT:	R Treuer - Treasurer	Lot 53
	L Bousfield – Chairperson	Lot 70
	A Adam – Secretary	Lot 98
	K Andrews – Member	Lot 143
APOLOGIES:	M Lawler - Member	Lot 88
	L Purvis - Member	Lot 97
IN ATTENDANCE:	S Morgan	Lot 69
	M Stephenson	Lot 162
	G Candi	BMHQ Pty Ltd Left 7:25pm
	A Bulkeley	BMHQ Pty Ltd Left 7:25pm
	J Jasnos	Strata Plus

Those present determined that Lynne Bousfield chair the meeting.
The chairperson declared a quorum and the meeting opened at 6:30pm.

MINUTES

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	RESOLVED that the Strata Committee receive and accept L. Purvis' appointment of A Adam as substitute.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last Committee meeting held 22 August 2019 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	The Strata Committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
MOTION 4	RESIGNATIONS – LOT 162 (NOMINEE) AND LOT 117 APPOINTMENT OF NEW MEMBER	<p>Resignations</p> <p>The Committee received resignations from C Lush (nominee of Lot 162) and C Carr (Lot 117). The Committee accepted C Carr's resignation.</p> <p>In relation to C Lush's resignation, the Committee noted that:</p> <ul style="list-style-type: none"> • C Lush is a tenant and not an owner. He required an owner's nomination to stand for election to the Committee. • At the AGM, M Stephenson (Lot 162) nominated C Lush, but also stood for election himself. • Owners may nominate tenants to the Committee, but only if not standing themselves: <i>Strata Scheme Management Act</i>, sec. 31(1)(d). • C Lush was not validly elected. <p>The Committee voted its thanks to C Lush and C Carr for their work on the Strata Committee.</p> <p>Appointment</p>

		The Committee appointed S Morgan (Lot 69) as a member for the remainder of the Committee's term.
BUILDING MANAGEMENT & MAINTENANCE		
MOTION 5	BUILDING MANAGER'S REPORT	<p>The Building Managers Report was tabled and reviewed. Further were instruction provided relating to this report and the common property. The following extracts was noted:</p> <p><u>Cleaner</u></p> <p>The cleaner has indicated the added workload and weekend work is a concern and has indicated he needs an additional. Reasons are; hours each day - Bird droppings in front of M1/M2 daily.</p> <ul style="list-style-type: none"> • Café traffic. • Missed/unreliable council waste collections requiring to work late or return late in the afternoon. • Extra visits to Motto which are twice about 3 times a week to work around council collections. • On line ordering has increased the volume of packaging, including boxes, bags, wrapping, and food delivery containers and bags. • Food Scraps Bins. (Suggestion made that this might be managed by volunteer residents.) <p><u>Electrical</u></p> <ul style="list-style-type: none"> • 14 Nassau Lane – has electrical meter reading discrepancies and has been advised by Ausgrid (wholesaler and owner of the infrastructure) and AGL the retailer, in order for them to replace the meter the M4 switchboard needs to be upgraded by a Level 2 electrician. However after several calls to Ausgrid this has not been clarified. • Robsin electrical are investigating the exact technical requirements to ensure there are no implications for (the Owners Corporation) with relation to the individual meter, the M4 Switch board, and/or the main switch room power supply (located next to the car wash bay). <p><u>Food Scraps initiative</u></p> <ul style="list-style-type: none"> • The food scrap bin participation has increased from 34, with 2 additional recruitment drives of 26 & 13 in the last month bringing it to 73 participants out of 160 households. • Any owners wishing to enrol to contact cityofsydney.nsw.gov.au/foodscaps. • Food scraps bins are collected on Mondays and to offset cost of cleaner managing this on the Sunday recommend the owners consider volunteers to put these bins out for collection. <p><u>Pool</u></p> <ul style="list-style-type: none"> • The pool tiles are cracking gradually overtime and the pool may need attention sooner rather than later. The water level of the pool has been low in the last month and frequent topping up has been required. It is recommended having the pool tested for leaks and the tiles repaired before summer. • Agreed that the Building Manager seek a quotation for a dive team to investigate the cause of the leak <p><u>Fire Stairs M1 & M2 maintenance</u></p> <ul style="list-style-type: none"> • The metal fire stairs were painted 3 years ago and are showing signs of corrosion and will be due for painting in the next 12 months. QUOTE 1: \$27,500 + GST. • QUOTE 2: Programmed Painting. Estimator attended and he was concerned painting the metal landings which are showing signs of corrosion may not be enough. • They suggest a sacrificial anode be installed to prevent further corrosion. Building Manager to approach Programmed Painting for a quote for sacrificial anode installation.

MOTION 6	LIFT PHONE UPGRADE	RESOLVED that the Strata Committee be provided with an update regarding the lift emergency phone upgrade proposal and issue further instructions. The Strata Manager advised that Schindler had contacted them, advising a proposal will be issued in due course.																									
MOTION 7	INTERCOM UPGRADES	The Building Manager updated the Strata Committee on the additional quotations for replacement of the intercoms. RESOLVED: <ul style="list-style-type: none">The Strata Committee approved the iHand quotation for M1 for \$27,200, subject discussions between the supplier, the Building Manager and S Morgan to confirm quality before proceeding.The iHand quotations for M2 and M3 to be proposed to the Owners at the AGM.																									
MOTION 8	REPAIRS TO APARTMENTS	<u>Unit 2502, Balcony repair</u> <ul style="list-style-type: none">Works are progressing, with minor variations to balcony due to incorrect installation of pipes at the time of initial construction that have been relocated. <u>Unit 2301, Reported leak</u> <ul style="list-style-type: none">Landlay provided a report and identified the balcony waterproofing on #2501 as the likely cause of the leak.RESOLVED that the Strata Manager instruct Landlay to prepare the scope of works and issue a quote request to J Build and to Hitech.																									
MOTION 9	NASSAU LANE CUT THROUGH	M Stephenson addressed the Strata Committee on the Nassau Lane cut through. The Committee: <ul style="list-style-type: none">confirmed that it was following the Owners’ instruction to pursue the cut throughnoted that it was obligated to ensure that the works did not expose the Owners to an unacceptable risk of legal liability or a disability discrimination findingthanked M Stephenson for suggesting Ergon Consultants to offer a view on these issues, but noted that Ergon Consultants advised that it could not offer a view on the disability discrimination compliance, andnoted having sought an opinion from Abe Consulting to advise whether the proposed thoroughfare breaches any WHS or access discrimination.																									
MOTION 10	GARBAGE HOLDING ROOM	The Strata Committee asked the Strata Manager to contact Daniel Barber for a status update.																									
FINANCIAL MATTERS																											
MOTION 11	FINANCIAL STATEMENTS	RESOLVED that the Strata Committee adopt the Financial Statements for the period ending 31 August 2019.																									
MOTION 12	CAPITAL WORKS FUND PLAN	The Strata Committee noted that QS Solutions had issued its draft report, with its final report to be completed shortly.																									
MOTION 13	TERM DEPOSITS	<p>The Strata Committee noted the following term deposits and RESOLVED that they be rolled over to January 2020</p> <table><thead><tr><th>Inst</th><th>Balance</th><th>Term</th><th>Rates</th><th>Maturity</th></tr></thead><tbody><tr><td>Macquarie Bank#1</td><td>362,806.18</td><td>180</td><td>1.55%</td><td>20/01/2020</td></tr><tr><td>Macquarie Bank#2</td><td>214,648.31</td><td>90</td><td>1.60%</td><td>21/10/2019</td></tr><tr><td>Macquarie Bank#3</td><td>25,486.26</td><td>90</td><td>1.60%</td><td>30/09/2019</td></tr><tr><td>Macquarie Bank#4</td><td>\$300,000.00</td><td>120</td><td>1.60%</td><td>31/10/2019</td></tr></tbody></table>	Inst	Balance	Term	Rates	Maturity	Macquarie Bank#1	362,806.18	180	1.55%	20/01/2020	Macquarie Bank#2	214,648.31	90	1.60%	21/10/2019	Macquarie Bank#3	25,486.26	90	1.60%	30/09/2019	Macquarie Bank#4	\$300,000.00	120	1.60%	31/10/2019
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MOTION 14	AGED ARREARS AND DEBT RECOVERY	<p>The aged arrears report was tabled and reviewed.</p> <p>The Strata Committee noted the arrears for Lot 15 (Unit 1205):</p> <ul style="list-style-type: none">balance \$7,830.22update to be provided noting that Le Page are working out with the owner’s agent regarding a suitable payment plan																									

		<ul style="list-style-type: none"> \$1100 paid in August 2019
GOVERNANCE AND COMPLIANCE		
MOTION 15	BUILDING MANAGER'S AND STRATA MANAGER'S AGREEMENTS	<p>The Strata Committee considered the Building and Strata Managers' agreements.</p> <p>RESOLVED that:</p> <ul style="list-style-type: none"> The scope and schedule of works for building management and cleaning be revised. An invitation then issue to tender to three companies including BMHQ The Strata Manager issue a draft agreement to SC for consideration
MOTION 16	BY-LAW NON-COMPLIANCE	No by-law breaches noted.
MOTION 17	CODE OF CONDUCT	<p>RESOLVED that the Strata Committee did not consider any further revisions to its Code of Conduct were required.</p> <p>The Code to be re-issued with agreed escalation procedure.</p>
MOTION 18	ARCHIVING OF INFORMATION	<p>In relation to the archive of the information it holds, the Strata Manager advised that:</p> <ul style="list-style-type: none"> Descriptions were being applied to documents to allow navigation. It would try to assist with requests from Committee members for particular documentation. <p>RESOLVED to close this issue.</p>
MOTION 19	APPLICATIONS AND APPROVALS	<ul style="list-style-type: none"> Lot 71 (unit 2303) – request to the owners corporation regarding repairs - carpet damage \$1580.44 due to water ingress It is noted the claim has been declined and the repair need to be claimed under the owners contents/landlords insurance as the lot carpet is not common property.
MOTION 20	PROJECT COMMITTEES	<p>The delegated Project Committees updated the Strata Committee on the following:</p> <ol style="list-style-type: none"> Dedication Nassau Lane <ul style="list-style-type: none"> Heather Irish to inspect Nassau Lane wall with two members of the Strata Committee. Dates TBA Buildings Remediation & Painting Program <ul style="list-style-type: none"> Landlay appointed to undertake and proceed with specifications and tenders. The scope is to include external wall lights (likely necessary to remove during works) and inspection of M3 skylights (while workers on roof). Anchor points will be installed throughout the rooftop of the building to reduce scaffold costs and better assist contractors working at height including window washers and painters.
MOTION 21	SUB-COMMITTEES	<p>The delegated Sub-committees updated the Strata Committee on the following:</p> <ol style="list-style-type: none"> By-laws review <ul style="list-style-type: none"> Owners survey completed Recommendations reviewed and a consolidated set will be prepared by the Secretary to present to a strata lawyer for consideration before proposing to owners at the AGM. Grounds and Gardens <ul style="list-style-type: none"> Irrigation repairs and additional plants to replace some of the dying bamboo.
NEXT MEETING		
MOTION 22	NEXT MEETING	<p>RESOLVED that the next strata committee meeting be held on Tuesday 15th October Street 2019 at 6:30pm in the Crown Boardroom of Strata Plus, Level 2, 80 Cooper Street, Surry Hills NSW 2010.</p> <p>Tentatively, Thursday, 14 November 5:45pm for the 2019 AGM at the Joseph Sargeant Community Centre, 60 Prospect St, Erskineville NSW 2043.</p>
CLOSURE		There being no further business, the chairperson closed the meeting at 8:30pm.

MINUTES OF STRATA COMMITTEE MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held on Thursday, 20 February 2020
at the Joseph Sargeant Community Centre, 60 Prospect Street, Erskineville

PRESENT:

S Morgan - Secretary	Lot 69
L Bousfield - Chairperson	Lot 70
M Long - Member	Lot 92
L Purvis - Member	Lot 97
K Andrews - Treasurer	Lot 143

IN ATTENDANCE:

G Candi	Building Management Headquarters Pty Ltd
J Jasnos	Strata Plus

Those present determined that Joshua Jasnos chair the meeting.
The chairperson declared a quorum and the meeting was opened at 6:06pm.

MINUTES

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	<p>THAT pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.</p> <p>MOTION WITHDRAWN</p> <p><i>Note: As no acting members were appointed the motion was withdrawn.</i></p>
MOTION 2	CONFIRMATION OF MINUTES	<p>RESOLVED that the minutes of the last Committee meeting held 20 January 2020 be confirmed as a true and accurate record of that meeting.</p>
MOTION 3	PECUNIARY INTEREST	<p>It was NOTED that the Strata Committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.</p>
BUILDING MANAGEMENT & MAINTENANCE		
MOTION 4	BUILDING MANAGER'S REPORT	<p>RESOLVED that the Building Managers Report be tabled and reviewed and further instruction provided relating to this report and/or the common property. The following was noted:</p> <ul style="list-style-type: none">+ Minor Roof leaks due to heavy rain and storms, noting the roof is in good condition, however, an estimated two hours is needed to replace loose or damaged screws and flashings on the roof that have deteriorated over time.+ M2 Level 5 Lobby+ #3211 Leak in bathroom through ceiling exhaust ducting penetration. Reported on Friday by Park Properties. Several buckets falling on top of the toilet during this weekend. Indications are it may be the balcony of 3417 directly above. Further water-testing of the balcony is required.+ #3419 Leak into bedroom south/west corner facing Nassau Lane through villaboard siding. Carpet soaked in corner of bedroom.

		<ul style="list-style-type: none"> + #3421 Leak into bedroom south/west corner facing Nassau Lane through the villaboard siding. Carpet soaked in corner of bedroom. + 24 Nassau Lane Boxed Eave water-logged on Level 2 balcony. Water patch about 500mm diameter on dining room ceiling below laundry service riser. Possible cracked or failed pipe join in riser exposed with the high volume of rain. + 10 Nassau Lane + Received reports of water-ingress. Access provided on Wednesday 12.2.2020. Indications are the flashing around the skylight may be the cause. + Lift doors fire rated tags installed and compliant to meet AFSS requirements
MOTION 5	GROUPS AND GARDENS	<p>RESOLVED that the Building Manager update the Strata Committee on grounds and gardens including but not limited to the following:</p> <ul style="list-style-type: none"> + Landscaping and irrigation audit – Wildcat advised the irrigation system is running for approximately 30 minutes and set on a high pressure, to be adjusted to correct settings. Rain sensor sprinkler heads to be quoted noting quote supplied for \$1,923 approved. + Beckett pumps to attend and adjust water pressure and timer.
MOTION 6	BUILDING REMEDIATION & PAINTING PROGRAM	<p>RESOLVED that the Strata Committee further discuss the building remediation and painting program noting that tender invitations have been sent out to contractors and issue further instructions including but not limited to the following:</p> <ul style="list-style-type: none"> + Project timelines – to be discussed with Landlay on 25 February 2020 + Planter box works – in progress + Colour Scheme Design Survey – so far, the majority of responses in favour of painting all the buildings to match M2 and M3, noting the terraces may remain the same colour. <p>Consider engaging colour consultant, Strata Committee to discuss with Landlay, if necessary, to ensure any changes to colour palette are correctly specified for the painters. Three quotes have been obtained. Confirm if painters/builders will apply sika-flex (sealant) to deteriorated areas such as balconies before paint is applied.</p> <ul style="list-style-type: none"> + Concerns raised over trees/plants/vines in/on apartment courtyard walls or balconies. They will need to be removed in order for the walls to be prepared and painted by the painting company. Owners that do not undertake these works will be on charged costs incurred to the Owners Corporation noting the areas are common property. + The Strata Committee noted the need to work with Landlay and the Building Manager to develop clear protocols for the communication with owners and site meetings, Building Manager hours on-site and other, related matters as part of the project planning.
MOTION 7	BUILDING ROOF ACCESS POINTS	<p>RESOLVED that the Strata Committee discuss the roof access points and issue further instructions. The following was noted:</p> <ul style="list-style-type: none"> + To be advised following further discussion with Landlay.
MOTION 8	CURRENT WORKS	<p>RESOLVED that the Strata Manager update the Strata Committee on:</p> <ul style="list-style-type: none"> + The works in unit 2501 and 2301 – in progress, works delayed due to heavy rain, temporary accommodation sought by tenants of 2301. Park Properties to manage. StrataPlus to ramp up coordination with Abril Solutions and understand likely commencement date and how many days the work will take to complete.
MOTION 9	FUTURE WORKS	<p>RESOLVED that the Strata Committee consider planning future works including but not limited to the following:</p> <ul style="list-style-type: none"> + MacDonald Street works – updates from Councils master plan to be sought.

FINANCIAL MATTERS						
MOTION 10	FINANCIAL STATEMENTS	RESOLVED that the Strata Committee adopt the Financial Statements for the period ending 31 January 2020.				
MOTION 11	TERM DEPOSITS	RESOLVED that the Strata Committee note the following term deposits and provide renewal instructions. All to roll on maturity date				
		Inst	Balance	Term	Rates	Maturity
		Macquarie #1CW	\$365,610.22	90	1.55%	20/04/2020
		Macquarie #2CW	\$216,310.48	90	1.50%	20/04/2020
		Macquarie #3CW	\$25,721.58	120	1.50%	01/06/2020
Macquarie #4CW	\$302,693.51	90	1.50%	28/04/2020		
MOTION 12	AGED ARREARS AND DEBT RECOVERY	RESOLVED that the aged arrears report be tabled and reviewed and further directions be given for Strata Plus to recover arrears in accordance with their standard procedures including but not limited to the following: + Lot 15 (Unit 1205) – 4 quarters overdue – balance \$8,086.12 - file with Le Page Solicitors.				
GOVERNANCE AND COMPLIANCE						
MOTION 13	BY-LAW NON-COMPLIANCE	RESOLVED that the Strata Manager issue a notice of the Owners Corporation on an owner or occupier requiring them to comply with a specific by-law. The instruction is to be given by either the Building Manager or the secretary and one other member of the Committee. The following was noted: + #3218 – Smoking entering neighbouring units. 2 breach notices have been issued to the tenant and the agent Ray White Newtown + #1211 smoking and dropping ash onto plants + #3219 – Dogs barking continuously through the day while the owner is at work. Ask owner to keep dogs inside, second breach notice to be issued due to ongoing complaints. It is noted as a condition of pet approval, the pet must not inconvenience other residents, failure to stop the barking or damage to common property may result in the pet being removed from Motto.				
MOTION 14	APPLICATIONS AND APPROVALS	RESOLVED that the Strata Committee consider any applications for approval and issue instructions accordingly including but not limited to the following: + Lot 20 – A/C application request approved + Lot 124 A/C application request approved + Shop 1101 (Lot 1) – request for extension of shop trading hours - it was agreed the proposed hours of 6:30am-10pm is not suitable for residential living Strata Manager to advise agent to propose alternative operating hours for review				
MOTION 15	DEDICATION NASSAU LANE	RESOLVED that the Strata Committee provide an update on the dedication of Nassau Lane and issue further instructions. The following was noted: + Chase up Grace Lawyers/Heather Irish and consider direct engagement with Council to save on costs				
NEXT MEETING						
MOTION 16	NEXT MEETING	RESOLVED that the next Strata Committee meeting will be held Tuesday, 31 March 2020 at 6:00pm at the Joseph Sargeant Community Centre, 60 Prospect Street, Erskineville (pending availability).				
CLOSURE		There being no further business the chairperson declared the meeting closed at 8:00pm.				

MINUTES OF STRATA COMMITTEE MEETING

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

The Owners – Strata Plan No. 76137

Motto Apartments

2-14 Eve Street, Erskineville

The meeting was held on Tuesday, 31 March 2020 via Zoom (video conference)

PRESENT:	S Morgan - Secretary	Lot 69
	L Bousfield - Chairperson	Lot 70
	M Long - Member	Lot 92
	L Purvis - Member	Lot 97
	K Andrews - Treasurer	Lot 143
APOLOGIES:	M Lawler	Lot 88
IN ATTENDANCE:	G Candi	Building Management Headquarters
	J Jasnos	Strata Plus

Those present determined that Lynne Bousfield chair the meeting.

The chairperson declared a quorum and the meeting was opened at 5:45pm.

MINUTES

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	RESOLVED that pursuant to Part 3, Division 1 Schedule 34 to the Strata Schemes Management Act, the strata committee receives and accept the appointment of; (a) S Morgan of the Strata Committee for M Lawler for the purpose of this meeting of the Strata Committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last Committee meeting held 20 February 2020 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	It was NOTED that the Strata Committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
BUILDING MANAGEMENT & MAINTENANCE		
MOTION 4	BUILDING MANAGER'S REPORT	RESOLVED that the Building Managers Report be tabled and reviewed and further instruction provided relating to this report and/or the common property including but not limited to the following: <ul style="list-style-type: none">+ Telstra upgrade of telecommunications facility on rooftop – in progress ETA completion mid April 2020.+ Schindler – TeleAlarm NBN Compliant emergency lift phone – completed.+ Common area pool closed due to Covid-19 (corona virus) until further notice.+ Extra 2 hours per day cleaning undertaken to high traffic areas. Cleaning now twice per day, seven days a week. Cleaner certified in COVID-19 infection control.+ Parking on common property driveway still occurring.+ Various electrical works at building completed.
MOTION 5	GROUND AND GARDENS	RESOLVED that the Building Manager update the Strata Committee on grounds and gardens and provide further instructions. The following was noted: <ul style="list-style-type: none">+ Continue monitoring, consideration for rain sensor quotes.

MOTION 6	BUILDING REMEDICATION & PAINTING PROGRAM	RESOLVED that the Strata Committee further discuss the building remediation and painting program and issue further instructions including but not limited to the following: <ul style="list-style-type: none">+ Project timelines - It is was noted due to COVID-19 it is unknown if the painting project can proceed in June/July 2020 as proposed. The Committee is working through all the considerations with Landlay to work towards an informed recommendation. Following a rigorous tender exercise, it was noted that Integrated Asset Solutions (IAS) is the recommended preferred contractor and will be proposed to the Owners Corporation with the rationale as to why.+ Planter box works - Trees and bushes to be removed from unit owner planter boxes, common walls etc. before painting works commence. Strata Manager to send letter to all owners that the common walls must be clear and free of plants, trees, bushes etc. to allow the painters to undertake preparation and painting of the areas. Failure to remove prior to works commencing will result in costs having to be recovered from the unit owner.+ Colour Consultant – following tender process, agreed to engage Sharon Booth from Creative Colour Booth to undertake colour alignment work.															
MOTION 7	BUILDING ROOF ACCESS POINTS	RESOLVED that the Strata Committee discuss the roof access points and issue further instructions. The following was noted: <ul style="list-style-type: none">+ Works completed, noting roof access hatches maybe required for the future painting works, to be raised to Landlay in the first instance.															
MOTION 8	CURRENT WORKS	RESOLVED that the Strata Manager update the Strata Committee on: <ul style="list-style-type: none">+ The works in unit 2501 (lot 92) and 2301 (lot 69) – works now completed and signed off. RESOLVED that the Strata Committee issue further instructions. The following was noted: <ul style="list-style-type: none">+ It is noted a balcony flood test is required for unit 3417 (lot 143) , however, on hold due to COVID-19 - to be monitored.															
MOTION 9	FUTURE WORKS	RESOLVED that the Strata Committee consider planning future works including, but not limited, to the following: <ul style="list-style-type: none">+ MacDonald Street works – request to Dean Arnold from City of Sydney Council to include “look left Look right” lettering on the path outside the Motto driveway and provide clarity on project timeline (if still going ahead).															
FINANCIAL MATTERS																	
MOTION 10	FINANCIAL STATEMENTS	RESOLVED that the Strata Committee adopt the Financial Statements for the period ending 29 February 2020. It is noted the Special levy due for payment 1 June 2020 has been deferred until further notice due to COVID-19.															
MOTION 11	TERM DEPOSITS	RESOLVED that the Strata Committee note the following term deposits and provide renewal instructions. It was agreed that the two maturing term deposits on 20/4 totalling \$581,920 be split as follows to allow for 50% in NAB and 50% in MBL: \$460,000 be deposited in two tranches of \$230,000 each one for two months, the other three months and then roll each at maturity for three months going forward with NAB. The two differing maturity dates will allow for more options for cashflow in future if funds are needed. The remaining \$122,000 be deposited for three months with MBL. The \$302,000 with MBL maturing on 28/4 be split into two amounts and deposited for two and three months to allow for draws when needed in future. <table><thead><tr><th>Inst</th><th>Balance</th><th>Term</th><th>Rates</th><th>Maturity</th></tr></thead><tbody><tr><td>Macquarie #1CW</td><td>\$365,610.22</td><td>90</td><td>1.55%</td><td>20/04/2020</td></tr><tr><td>Macquarie #2CW</td><td>\$216,310.48</td><td>90</td><td>1.50%</td><td>20/04/2020</td></tr></tbody></table>	Inst	Balance	Term	Rates	Maturity	Macquarie #1CW	\$365,610.22	90	1.55%	20/04/2020	Macquarie #2CW	\$216,310.48	90	1.50%	20/04/2020
Inst	Balance	Term	Rates	Maturity													
Macquarie #1CW	\$365,610.22	90	1.55%	20/04/2020													
Macquarie #2CW	\$216,310.48	90	1.50%	20/04/2020													

		Macquarie #3CW \$25,721.58 120 1.50% 01/06/2020 Macquarie #4CW \$302,693.51 90 1.50% 28/04/2020
MOTION 12	AGED ARREARS AND DEBT RECOVERY	RESOLVED that the aged arrears report be tabled and reviewed and further directions be given for Strata Plus to recover arrears in accordance with their standard procedures including but not limited to the following: + Unit 1205 (lot 15) – 4 quarters overdue – balance \$8,086.12 - file with Le Page Solicitors. Strata manager to request LePage contact the owner to seek their current circumstances before the Owners Corporation proceed with further court action and legal costs.
GOVERNANCE AND COMPLIANCE		
MOTION 13	BY-LAW NON-COMPLIANCE	RESOLVED that the Strata Manager issue a notice of the Owners Corporation on an owner or occupier requiring them to comply with a specific by-law. The instruction is to be given be either the Building Manager or the secretary and one other member of the Committee. The following was noted: + Unit 3211 (lot 117) noise issues and reports of a late night partying being held during the social distancing directive. + Unit 3404 (lot 130) loud music and noise issues. RESOLVED that the Strata Committee discuss by-law implementation procedures including impact of breaches on common property and individual units and issue further instructions. The following was noted: + It was noted the pool has been closed off and the common lighting turned off to deter people entering the pool area whilst closed.
MOTION 14	APPLICATIONS AND APPROVALS	RESOLVED that the Strata Committee consider any applications for approval and issue instructions accordingly including but not limited to the following: + Yolk Cafe 1101 Unit 1101 (lot 1) – request for extension of trading hours. Café will now submit DA with proposed new hours following negotiation with Strata Committee. Proposed hours are 7am - 7pm Tuesday to Sunday and 7am – 4pm on Monday - with no seats out the front of the café between agreed hours. + Unit 1210 (lot 9) – A/C application - approved + Unit 2103 (lot 53) request for flooring approval, pet approval and security screen door approval + Unit 2104 (lot 54) – pet application – approved + Unit 2403 (lot 90) – pet application approved + Unit 3416 (lot 142) (new owner) – pet application approved
MOTION 15	DEDICATION NASSAU LANE	RESOLVED that the Strata Committee provide an update on the dedication of Nassau Lane and issue further instructions. The following was noted: + Still awaiting updates from lawyers for City of Sydney Council. + Agreed to no longer pay Grace Lawyers to contact City of Sydney for updates and to be done by Strata Committee or Strata Manager to reduce costs incurred.
NEXT MEETING		
MOTION 16	NEXT MEETING	RESOLVED that the next Strata Committee meeting will be held on Wednesday, 29 April 2020 at 6:00pm via Zoom.
CLOSURE		There being no further business the chairperson declared the meeting closed at 7:15pm.



SINKING FUND PLAN

MOTTO APARTMENTS

2-14 Eve Street

Erskineville NSW 2043

Strata Plan 76137



Report details

Inspection date:	24/07/2015
Inspector:	Joseph Bechara

NEW SOUTH WALES

Level 6, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA

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



07 September 2015

The Executive Committee
Strata Plan 76137
2-14 Eve Street
Erskineville NSW 2043

Dear Committee Members,

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

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in order to cover the forecast sinking fund expenses. We strongly recommend that the levies be set at the level shown in this report.

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

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$1.93
Total Unit Entitlements	100000
Total Sinking Fund Levy	\$192,500.00

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

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	11
Report Notes	13

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Yours sincerely,

The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Motto Apartments
Building Address	2-14 Eve Street Erskineville NSW 2043
Strata Plan	76137
Registered Plan Date/Year of Construction	2006
Number of Unit Entitlements	100000
Number of Units	158
Estimated Starting Sinking Fund Balance	\$509,910
Starting date of Financial Year for Report	1/08/2015
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$1.35

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the forecast looks out.	15 years

15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/07/2016	192,500.00	17,500.00	1.93	0.18	0.48	0.04
2	31/07/2017	198,467.50	18,042.50	1.98	0.18	0.50	0.05
3	31/07/2018	204,620.00	18,601.82	2.05	0.19	0.51	0.05
4	31/07/2019	210,963.21	19,178.47	2.11	0.19	0.53	0.05
5	31/07/2020	217,503.08	19,773.01	2.18	0.20	0.55	0.05
6	31/07/2021	224,245.67	20,385.97	2.24	0.20	0.56	0.05
7	31/07/2022	231,197.29	21,017.94	2.31	0.21	0.58	0.05
8	31/07/2023	238,364.40	21,669.49	2.38	0.22	0.60	0.05
9	31/07/2024	245,753.70	22,341.25	2.46	0.22	0.62	0.06
10	31/07/2025	253,372.06	23,033.82	2.53	0.23	0.63	0.06
11	31/07/2026	261,226.60	23,747.87	2.61	0.24	0.65	0.06
12	31/07/2027	269,324.63	24,484.06	2.69	0.24	0.67	0.06
13	31/07/2028	277,673.69	25,243.06	2.78	0.25	0.70	0.06
14	31/07/2029	286,281.58	26,025.60	2.86	0.26	0.72	0.07
15	31/07/2030	295,156.31	26,832.39	2.95	0.27	0.74	0.07

15 Year Cash Flow Tracking Sheet

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

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

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/07/2016	509,910.00	175,000.00	13,751.26	24,500.00	674,161.26
2	31/07/2017	674,161.26	180,425.00	14,137.06	325,593.64	543,129.68
3	31/07/2018	543,129.68	186,018.18	11,384.12	303,416.36	437,115.62
4	31/07/2019	437,115.62	191,784.74	10,202.01	197,760.00	441,342.37
5	31/07/2020	441,342.37	197,730.07	12,176.38	44,127.27	607,121.55
6	31/07/2021	607,121.55	203,859.70	14,779.09	160,308.18	665,452.16
7	31/07/2022	665,452.16	210,179.35	17,014.04	93,080.00	799,565.55
8	31/07/2023	799,565.55	216,694.91	17,386.67	336,109.09	697,538.04
9	31/07/2024	697,538.04	223,412.45	17,612.18	119,580.00	818,982.67
10	31/07/2025	818,982.67	230,338.24	18,774.90	270,440.00	797,655.81
11	31/07/2026	797,655.81	237,478.73	15,902.10	479,420.00	571,616.64
12	31/07/2027	571,616.64	244,840.57	11,275.42	428,463.64	399,268.99
13	31/07/2028	399,268.99	252,430.63	11,898.78	38,306.36	625,292.04
14	31/07/2029	625,292.04	260,255.98	15,045.91	230,337.27	670,256.66
15	31/07/2030	670,256.66	268,323.92	18,368.49	45,561.82	911,387.25

Please note that all figures in this table are exclusive of GST

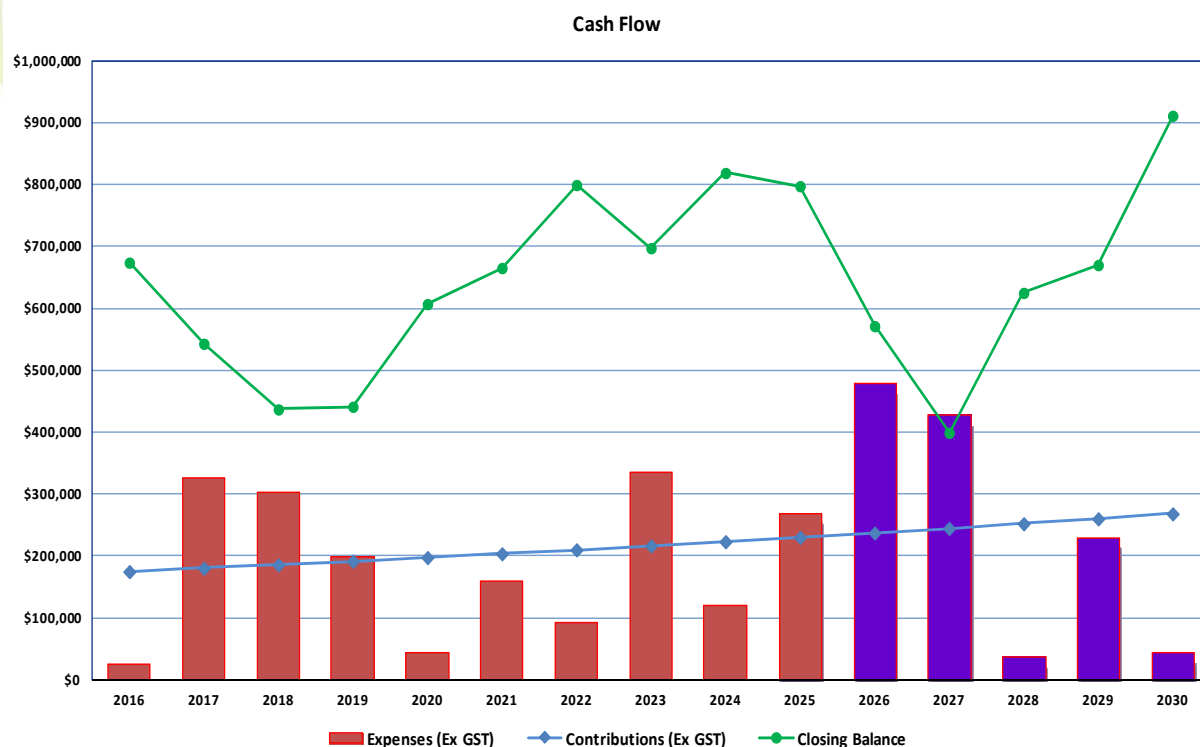
15 Year Cash Flow Graph

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

Contributions line - Total sinking fund contributions per year.

Closing balance line - Balance in the sinking fund at the end of the year after all income and expenses.

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



Anticipated Expenditures Table Year 1 - 15

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

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

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

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

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

Expenditure Item	Current Cost	Year 1 (15/16)	Year 2 (16/17)	Year 3 (17/18)	Year 4 (18/19)	Year 5 (19/20)	Year 6 (20/21)	Year 7 (21/22)	Year 8 (22/23)	Year 9 (23/24)	Year 10 (24/25)	Year 11 (25/26)	Year 12 (26/27)	Year 13 (27/28)	Year 14 (28/29)	Year 15 (29/30)
Age	M1/M2	11	12	13	14	15	16	17	18	19	20					
Age	M3/T	7	8	9	10	11	12	13	14	15	16					
1. Building exterior																
Repaint walls	170,976	-	-	181,741	-	-	-	-	-	-	-	232,018				
Repaint balcony ceilings	14,600	-	-	15,519	-	-	-	-	-	-	-	19,813				
Repaint exposed steel beams to terraces and Building 4	18,540	-	-	19,707	-	-	-	-	-	-	-	25,159				
Repaint and re-oil hardwood timber throughout building	20,000	-	20,620	-	21,918	-	23,298	-	24,765	-	26,324		27,982		29,744	
Repair and replacement of external timber members as required	2,500	2,500	-	2,657	-	2,825	-	3,003	-	3,192	-	3,393	-	3,606	-	3,833
Replacement of external mastic and movement joints	3,525	-	-	3,747	-	-	4,106	-	-	4,500	-		4,932			5,405
Inspect and repair box guttering (total: 488 Lm) - 10%	6,720	-	-	-	7,365	-	-	-	8,321	-	-		9,402	-		
Inspect and repair any cracking to precast panels (total: 5343 m2) - 10%	18,284	-	-	-	20,038	-	-	-	22,640	-	-		25,581	-		
Maintain and repair aluminium doors / windows / gates and hardware	3,975	-	-	4,225	-	-	4,631	-	-	5,075	-		5,561	-		6,095
Maintain and repair mechanical louver system (Austral monsoon)	15,000	-	15,465	-	16,439	-	17,474	-	18,574	-	19,743		20,986	-	22,308	
Building maintenance allowance (future remedial works)	24,251	-	25,003	-	26,577	-	28,250	-	30,029	-	31,920		33,929	-	36,066	
General plumbing and service maintenance allowance	16,526	-	17,038	-	18,111	-	19,251	-	20,463	-	21,752		23,121	-	24,577	
Sub Total (Incl. GST)		2,500	78,126	227,596	110,448	2,825	97,010	3,003	124,792	12,767	99,739	280,383	151,494	3,606	112,695	15,333
Expenditure Item	Current Cost	Year 1 (15/16)	Year 2 (16/17)	Year 3 (17/18)	Year 4 (18/19)	Year 5 (19/20)	Year 6 (20/21)	Year 7 (21/22)	Year 8 (22/23)	Year 9 (23/24)	Year 10 (24/25)	Year 11 (25/26)	Year 12 (26/27)	Year 13 (27/28)	Year 14 (28/29)	Year 15 (29/30)
2. Roof																

Maintain concrete membrane (total: 360 m2) - 10%	3,060	-	-	-	3,353	-	-	-	3,789	-	-		4,281			
Maintain bathroom and kitchen extraction fans roof mounted	4,750	-	4,897	-	5,206	-	5,533	-	5,882	-	6,252		6,646		7,064	
Maintain metal roof (total: 5320 m2) - 10%	23,940	-	-	-	-	-	-	-	-	-	-	32,487				
Replacement of concrete membrane	59,400	-	-	-	-	-	-	-	-	-	-	80,607				
Sub Total (Incl. GST)		0	4,897	0	8,559	0	5,533	0	9,671	0	6,252	113,094	10,927	0	7,064	0
3. Access for work at heights																
Elevated work platforms and site set up	45,850	-	-	48,737	-	-	-	-	-	-	-	62,219				
Sub Total (Incl. GST)		0	0	48,737	0	0	0	0	0	0	0	62,219	0	0	0	0
4. Main foyers																
Repaint ceilings	4,261	-	4,393	-	-	-	-	-	-	-	5,608					
Repaint walls	6,690	-	6,897	-	-	-	-	-	-	-	8,806					
Maintain glass entry doors	900	-	928	-	986	-	1,048	-	1,114	-	1,185		1,259		1,338	
Replace carpet	17,850	-	18,403	-	-	-	-	-	-	-	-		24,974			
Sub Total (Incl. GST)		0	30,621	0	986	0	1,048	0	1,114	0	15,599	0	26,233	0	1,338	0
5. Lobbies and hallways Blocks 1-4 included																
Repaint ceilings	21,168	-	21,824	-	-	-	-	-	-	-	27,862					
Repaint walls	49,176	-	50,700	-	-	-	-	-	-	-	64,726					
Replace carpet	99,019	-	102,089	-	-	-	-	-	-	-	-		138,536			
Sub Total (Incl. GST)		0	174,613	0	0	0	0	0	0	0	92,588	0	138,536	0	0	0
Repaint timber unit entry doors and service doors	26,840	-	27,672	-	-	-	-	-	-	-	35,327					
Repaint of Block 1 fire stairwell	22,000	22,000	-	-	-	-	-	-	-	28,086	-					
Sub Total (Incl. GST)		22,000	0	0	0	0	0	0	0	28,086	0	0	0	0	0	0
6. Vehicle accessways																
Surface cleaning program	3,080	-	3,175	-	3,375	-	3,588	-	3,814	-	4,054		4,309		4,581	
Repaint line marking	15,159	-	-	16,113	-	-	-	-	18,771	-	-			21,866		
Replace electric gate motor	1,574	-	-	-	-	-	-	-	-	-	2,072					
Replace electric gate and motor - large	8,000	-	-	-	-	-	9,319	-	-	-	-					
Replace extraction fan motors	6,756	-	-	-	7,634	-	-	-	-	-	-	9,168				
Maintain and service carbon sensors	1,770	-	1,825	-	1,940	-	2,062	-	2,192	-	2,330		2,476		2,632	
Replace sump pump	2,508	-	-	2,666	-	-	-	-	3,106	-	-			3,618		
Maintain garage doors for terraces	4,675	-	-	4,969	-	-	5,446	-	-	5,968	-		6,541			7,168
Sub Total (Incl. GST)		0	5,000	23,748	5,315	7,634	20,415	0	27,883	5,968	8,456	9,168	13,326	25,484	7,213	7,168

Expenditure Item	Current Cost	Year 1 (15/16)	Year 2 (16/17)	Year 3 (17/18)	Year 4 (18/19)	Year 5 (19/20)	Year 6 (20/21)	Year 7 (21/22)	Year 8 (22/23)	Year 9 (23/24)	Year 10 (24/25)	Year 11 (25/26)	Year 12 (26/27)	Year 13 (27/28)	Year 14 (28/29)	Year 15 (29/30)
7. External walkways																

Maintain external walkway tile surface (total: 540 m2)	3,909	-	-	-	-	4,417	-	-	-	-	5,145						5,994
Inspect and repair handrails	1,885	-	-	2,004	-	-	-	-	2,334	-	-			2,719			-
Sub Total (Incl. GST)		0	0	2,004	0	4,417	0	0	2,334	0	5,145	0	0	2,719	0	0	5,994
8. Swimming pool																	
Maintain pool fencing and gate	9,275	-	-	-	-	10,480	-	-	-	-	-	12,586					
Repair tiled surface to pool (total: 192 m2)	2,292	-	2,363	-	2,512	-	2,670	-	2,838	-	3,017		3,207			3,409	
Replace pool maintenance equipment	1,452	-	1,497	-	-	1,641	-	-	1,798	-	-	1,970				2,159	
Repair or replace pool dosing controller	1,854	-	-	-	-	2,095	-	-	-	-	-						2,843
Replace pump - high volume	1,523	-	-	-	1,669	-	-	-	-	-	-		2,131				
Replace sand filter - 36 inch	4,500	-	-	-	-	-	-	-	5,572	-	-						
Replace cartridge filter	2,231	-	-	-	-	2,521	-	-	-	-	-						
Sub Total (Incl. GST)		0	3,860	0	4,181	16,737	2,670	0	10,208	0	3,017	14,556	5,338	0	5,568	2,843	
9. Fixtures and fittings																	
Replace letterboxes	20,578	-	-	-	-	-	-	-	-	-	-						
Maintain common power and light fittings	10,060	-	10,372	-	11,025	-	11,719	-	12,457	-	13,241		14,075			14,961	
Replace security access intercom and swipe system	8,720	-	8,990	-	9,556	-	10,158	-	10,798	-	11,477		12,200			12,968	
Replace intercom audio speaker	37,492	-	-	-	-	-	-	-	46,425	-	-						
Replace intercom button pad	34,016	-	-	-	-	-	-	-	42,121	-	-						
Sub Total (Incl. GST)		0	19,362	0	20,581	0	21,877	0	111,801	0	24,718	0	26,275	0	27,929	0	
10. Building signage																	
Replace community signage including building name	5,525	-	-	-	-	6,243	-	-	-	-	-						8,471
Sub Total (Incl. GST)		0	0	0	0	6,243	0	0	0	0	0	0	0	0	0	0	8,471
11. Landscaping																	
Garden upgrade and drainage modification	25,200	-	-	-	-	-	-	-	-	32,171	-						
Maintain / repair irrigation and stormwater pump systems	13,230	-	-	-	14,499	-	-	-	16,382	-	-		18,510				
Maintain irrigation pumps	2,440	-	-	-	2,674	-	-	-	3,021	-	-		3,414				
Sub Total (Incl. GST)		0	0	0	17,173	0	0	0	19,403	32,171	0	0	21,924	0	0	0	0
12. Fire equipment, plant and lifts																	
Repair or replace fire fighting equipment	2,500	-	-	-	-	2,825	-	-	-	-	3,291						3,833
Replacement of fire control panel	25,000	-	-	-	-	-	-	-	-	31,916	-						
Maintain toilet and car park exhaust panel in basement	1,252	-	-	1,331	-	-	1,458	-	-	1,598	-		1,752				1,920

Expenditure Item	Current Cost	Year 1 (15/16)	Year 2 (16/17)	Year 3 (17/18)	Year 4 (18/19)	Year 5 (19/20)	Year 6 (20/21)	Year 7 (21/22)	Year 8 (22/23)	Year 9 (23/24)	Year 10 (24/25)	Year 11 (25/26)	Year 12 (26/27)	Year 13 (27/28)	Year 14 (28/29)	Year 15 (29/30)
Maintain lift motors	6,762	-	6,972	-	7,411	-	7,877	-	8,373	-	8,900	-	9,461	-	10,056	-

Refurbish lift interiors	75,000	-	-	-	-	-	-	90,077	-	-	-	-	-	-	-	-	-
Maintain large cyclinder HEV 330/1000 hotwater tanks	14,502	-	-	-	15,893	-	-	-	17,957	-	-	-	20,290	-	-	-	-
Replace hotwater circulator tanks	4,504	-	-	-	4,936	-	-	-	-	-	-	-	-	6,497	-	-	-
Maintain sprinkler pumps	1,252	-	1,291	-	1,372	-	1,458	-	1,550	-	1,648	-	1,752	-	-	1,862	-
Replacement of domestic cold water pumps	3,050	-	-	-	-	3,446	-	-	-	-	-	-	-	-	-	4,536	-
Repair or replace fire pump diesel - 16 Litres / second	34,191	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,848	-
Battery replacement program	826	-	852	-	905	-	962	-	1,023	-	1,087	-	1,156	-	-	1,228	-
Replace fire jacking pump - 1.5 kW	5,541	-	-	-	-	-	-	-	-	7,074	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	9,115	1,331	30,517	6,271	11,755	90,077	28,903	40,588	14,926	0	34,411	6,497	68,530	5,753	
Grand Total (Incl. GST)		24,500	325,594	303,416	197,760	44,127	160,308	93,080	336,109	119,580	270,440	479,420	428,464	38,306	230,337	45,562	
Contingency Allowance (Incl. GST)		2,450	32,559	30,342	19,776	4,413	16,031	9,308	33,611	11,958	27,044	47,942	42,846	3,831	23,034	4,556	
Grand Total Expenses (Incl. Contingency Allowance and GST)		26,950	358,153	333,758	217,536	48,540	176,339	102,388	369,720	131,538	297,484	527,362	471,310	42,137	253,371	50,118	

Building Data List from the Property Inspection for Motto Apartments

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

'Items' – identifies and describes the maintenance item

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

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

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

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

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

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

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

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building exterior							
Repaint walls	5,343	m2	32.00	170,976.00	3	8	Ongoing painting program
Repaint balcony ceilings	730	m2	20.00	14,600.00	3	8	Ongoing painting program
Repaint exposed steel beams to terraces and Building 4	412	Lm	45.00	18,540.00	3	8	Ongoing painting program
Repaint and re-oil hardwood timber throughout building	1	Item	20,000.00	20,000.00	2	2	As per previous quotes
Repair and replacement of external timber members as required	1	Item	2,500.00	2,500.00	1	2	Replace sections as required
Replacement of external mastic and movement joints	1	Item	3,525.00	3,525.00	3	3	Repalce as deterioration occurs
Inspect and repair box guttering (total: 488 Lm) - 10%	48	Lm	140.00	6,720.00	4	4	Inspect and repair as required
Inspect and repair any cracking to precast panels (total: 5343 m2) - 10%	534	m2	34.24	18,284.00	4	4	Inspect and repair as required (water penetration evident in past)
Maintain and repair aluminium doors / windows / gates and hardware	159	units	25.00	3,975.00	3	3	Replace seals, mechanism repairs
Maintain and repair mechanical louver system (Austral monsoon)	1	Item	15,000.00	15,000.00	2	2	Maintain / repair as required
Building maintenance allowance (future remedial works)	1	Item	24,251.00	24,251.00	2	2	Repair or replace as required
General plumbing and service maintenance allowance	1	Item	16,526.00	16,526.00	2	2	Copper pipe leaks in past.
2. Roof							
Maintain concrete membrane (total: 360 m2) - 10%	36	m2	85.00	3,060.00	4	4	
Maintain bathroom and kitchen extraction fans roof mounted	38	Ea	125.00	4,750.00	2	2	Ongoing maintenance allowance
Maintain metal roof (total: 5320 m2) - 10%	532	m2	45.00	23,940.00	11	16	Maintain / repair as required
Replacement of concreten membrane	360	m2	165.00	59,400.00	11	16	Includes the reinstatement of large pebbles
3. Access for work at heights							
Elevated work platforms and site set up	1	Item	45,850.00	45,850.00	3	8	Quotation required
4. Main foyers							
Repaint ceilings	214	m2	19.91	4,261.00	2	8	Ongoing painting program
Repaint walls	336	m2	19.91	6,690.00	2	8	Ongoing painting program
Maintain glass entry doors	4	Ea	225.00	900.00	2	2	Includes door hardware and self closer allowance
Replace carpet	212	m2	84.20	17,850.00	2	10	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
5. Lobbies and hallways Blocks 1-4 included							
Repaint ceilings	1,176	m2	18.00	21,168.00	2	8	Ongoing painting program - site estimates only please obtain quotes as required
Repaint walls	2,732	m2	18.00	49,176.00	2	8	Ongoing painting program
Replace carpet	1,176	m2	84.20	99,019.00	2	10	Replace as required
Repaint timber unit entry doors and service doors	244	Ea	110.00	26,840.00	2	8	Maintain / repair as required
Repaint of Block 1 fire stairwell	1	Item	22,000.00	22,000.00	1	8	As per quote 2013
6. Vehicle accessways							
Surface cleaning program	1,252	m2	2.46	3,080.00	2	2	Ongoing cleaning program
Repaint line marking	954	Lm	15.89	15,159.00	3	5	Ongoing painting program
Replace electric gate motor	1	Ea	1,573.84	1,574.00		10	Replace as required
Replace electric gate and motor - large	1	Ea	8,000.00	8,000.00	6	10	As per previous replacement cost
Replace extraction fan motors	4	Ea	1,689.00	6,756.00	5	6	Replace as required
Maintain and service carbon sensors	6	Ea	295.03	1,770.00	2	2	
Replace sump pump	2	Ea	1,254.00	2,508.00	3	5	Replace as required
Maintain garage doors for terraces	11	Ea	425.00	4,675.00	3	3	Replace as required
7. External walkways							
Maintain external walkway tile surface (total: 540 m2)	54	m2	72.39	3,909.00	5	5	Replace as required
Inspect and repair handrails	1	Item	1,885.00	1,885.00	3	5	Repair as required, replace fasteners
8. Swimming pool							
Maintain pool fencing and gate	75	Lm	123.66	9,275.00	5	6	Repair as required . Heavy duty gate evident. Commercial grade
Repair tiled surface to pool (total: 192 m2)	19	m2	120.64	2,292.00	2	2	Repair as required
Replace pool maintenance equipment	1	Item	1,452.00	1,452.00	2	3	Replace as required
Repair or replace pool dosing controller	1	Item	1,854.00	1,854.00	5	10	Repair or replace as required
Replace pump - high volume	1	Ea	1,522.64	1,523.00	4	8	Replace as required
Replace sand filter - 36 inch	2	Ea	2,249.88	4,500.00	8	12	Replace as required
Replace cartridge filter	2	Ea	1,115.39	2,231.00	5	12	Replace as required
9. Fixtures and fittings							
Replace letterboxes	159	Ea	129.42	20,578.00	16	30	Replace as required
Maintain common power and light fittings	4	blocks	2,515.00	10,060.00	2	2	Ongoing maintenance allowance and upgrade as required
Replace security access intercom and swipe system	159	Per unit	54.84	8,720.00	2	2	Replace as required
Replace intercom audio speaker	159	Ea	235.80	37,492.00	8	12	Replace as required
Replace intercom button pad	8	Ea	4,252.00	34,016.00	8	12	Replace as required
10. Building signage							
Replace community signage including building name	1	Item	5,525.00	5,525.00	5	10	Quotation required
11. Landscaping							
Garden upgrade and drainage modification	1	Item	25,200.00	25,200.00	9	15	Upgrade as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
Maintain / repair irrigation and stormwater pump systems	14	Ea	945.00	13,230.00	4	4	Repair as required
Maintain irrigation pumps	2	Ea	1,220.00	2,440.00	4	4	Repair as required
12. Fire equipment, plant and lifts							
Repair or replace fire fighting equipment	1	Item	2,500.00	2,500.00	5	5	Repair or replace hose reels as required
Replacement of fire control panel	1	Item	25,000.00	25,000.00	9	15	Replace as required
Maintain toilet and car park exhaust panel in basement	1	Item	1,252.00	1,252.00	3	3	
Maintain lift motors	3	Ea	2,254.00	6,762.00	2	2	
Refurbish lift interiors	3	Ea	25,000.00	75,000.00	7	15	
Maintain large cylinder HEV 330/1000 hotwater tanks	2	Ea	7,251.00	14,502.00	4	4	Maintain as required
Replace hotwater circulator tanks	2	Ea	2,252.00	4,504.00	4	9	Replace as required
Maintain sprinkler pumps	1	Item	1,252.00	1,252.00	2	2	
Replacement of domestic cold water pumps	2	Ea	1,525.00	3,050.00	5	9	Replace as required
Repair or replace fire pump diesel - 16 Litres / second	1	Ea	34,191.18	34,191.00	14	22	Repair or replace as required
Battery replacement program	2	Ea	413.21	826.00	2	2	Replace as required
Replace fire jacking pump - 1.5 kW	1	Ea	5,541.33	5,541.00	9	17	Replace as required

Inspector's Report for Motto Apartments

1. Actual painting quotations can vary to our painting cost estimates due to colour selection changes (ie: changing from light to dark or dark to light that may require multiple coats). Often over product specification that include either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.
2. We have recommended that the balance of the Sinking Fund be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
3. **IMPORTANT NOTES ABOUT PAINTING:** Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

High-quality elastomeric paints, when properly applied, can achieve longer-lasting results, however the higher cost of this paint, lower spread rates and higher labour costs associated with this work tends to increase painting cost by approximately 50%, and so has not been included in this forecast.

Washing or pressure cleaning a painted surface can significantly diminish its function as a protective coating. If the surface is not repainted after the timeframe recommended above it will become more vulnerable to water, salt and/or pollutants. The resulting damage can considerably increase the cost of surface preparation before future repainting and, in extreme cases lead to concrete cancer, requiring major repairs.

4. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
5. An allowance has been made for the cleaning and maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash, however the Owners Corporation should take care to abide by water-use restrictions when doing so.
6. The powder coated surfaces throughout the property have a lengthy maintenance-free period when new. After this period these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will need to be prepared for painting, and that most paints will require an additive to ensure a high quality finish.
7. An allowance for general building maintenance and repairs was added for future works.
8. Money allocated for scaffold can be used for other access equipment eg. boomlift, cherrypicker.

9. The metal roof and flashings needs regular maintenance.
10. A walkway maintenance program was included for repairs and maintenance to the external common area walkways and stairways.
11. An allowance for plumbing and drainage maintenance was included for the complex.
12. Maintenance of fire equipment was included in this report for smoke detectors, fire reels, extinguishers and the fire control panel.
13. Lift maintenance has been included in this report.

Report Notes

Sinking Fund Plan (NSW)

This forecast satisfies the current requirements of the Strata Schemes Management Act 1996, Part 3 Division 1 which states:-

69 Sinking fund to be established

- (1) An Owners Corporation must establish a sinking fund.
- (2) However, an Owners Corporation for a strata scheme comprising 2 lots need not establish a sinking fund if:
 - (a) the Owners Corporation so determines by unanimous resolution, and
 - (b) the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and
 - (c) no building or part of a building in the strata scheme is situated outside those lots.

75A Owners Corporation to prepare 10-year sinking fund plans

- (1) This section applies to Owners Corporations established on or after the commencement of this section.
- (2) An Owners Corporation to which this section applies is to prepare a plan of anticipated major expenditure to be met from the sinking fund over the 10-year period commencing on the first annual general meeting of the Owners Corporation.
- (3) The initial plan is to be finalised by the end of the second annual general meeting of the Owners Corporation.
- (4) The plan is to be reviewed and (if necessary) adjusted no later than at the fifth annual general meeting of the Owners Corporation.
- (5) An Owners Corporation to which this section applies is to prepare a plan as referred to in subsection (2) for each 10-year period following the period referred to in that subsection and is to finalise and review the plan in accordance with the requirements of subsections (3) and (4) at the corresponding annual general meetings in the relevant 10-year period.
- (6) An Owners Corporation may engage expert assistance in the preparation of a plan under this section.

THIS REPORT DEALS WITH THE SINKING FUND BUDGET.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Executive Committee has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

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

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

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

Safety - The inspection does not cover safety issues.

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

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

Window Safety Device - It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in every apartment building above a certain height must comply. (Regulation 31 of the Strata Schemes Management Regulation 2010, as amended by the Strata Schemes Management Amendment (Child Window Safety Devices)

Act 2013). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

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

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

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

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

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

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

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

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

CONSOLIDATED BY-LAWS – STRATA PLAN 76137

Table of Contents

1	MEANINGS	2
2	ABOUT THESE BY-LAWS	4
3	BEHAVIOUR AND RESPONSIBILITY	6
4	YOUR LOT.....	6
5	USE OF YOUR LOT	7
6	ALTERATIONS OR WORK TO YOUR LOT	8
7	COMMON PROPERTY	9
7A	PARKING	10
8	WINDOW CLEANING.....	11
9	SECURITY AND SECURITY KEYS	11
10	COMPENSATION TO OWNERS CORPORATION.....	12
11	GARBAGE APPLICABLE TO ALL LOTS EXCEPT RETAIL LOT	12
12	ELECTRIC VEHICLE CHARGING	13
13	ANIMALS.....	14
14	RULES.....	15
15	INSURANCE PREMIUMS	15
16	SIGNS	16
17	POOL.....	16
18	MOVING AND DELIVERING	16
19	COMPLAINTS AND APPLICATIONS	17
20	LEASE OR LICENCE OF LOTS	17
21	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH SIGNS	17
22	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH GREASE ARRESTOR... 18	
23	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT OVER THE RISER.....	18
24	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT TO CARRY OUT BUILDING WORKS	19
25	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH SERVICES.....	20
26	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH AIR CONDITIONING EQUIPMENT.....	21
27	AIR CONDITIONING EQUIPMENT	22
29	GARBAGE ARRANGEMENTS FOR RETAIL LOT	23
30	RIGHT FOR LOT 1 TO MAKE ALTERATIONS TO COMMON PROPERTY	24
10	HANGING OUT OF WASHING	31
32	SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION	31
33	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF LOTS 51, 117, 118, 120, 123, 125 & 126	31
	SPECIAL BY-LAW 1.....	33
	SPECIAL BY-LAW 2 – DELEGATION OF MINOR RENOVATIONS	36
	SPECIAL BY-LAW 3 – MAJOR RENOVATIONS AND BUILDING WORKS (LOT 162)	37

1 Meanings

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

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

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

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

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

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

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

Claim includes cost, claim, damage or expense.

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

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

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

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

Equipment includes plant, machinery, equipment and security devices.

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

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

Garbage means any refuse, recyclable material or waste.

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

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

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

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot in the Strata Scheme and otherwise has the meaning given to it by the Development Act.

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

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

Occupier means the occupier, lessee or licensee of a Lot

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

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

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

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

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

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

Retail Lot means lot 1 in the Strata Plan.

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

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

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

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

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

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

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

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

Strata Plan means strata plan 76137.

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

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

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

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

1.3 Any reference to:

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

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

2 About These By-Laws

2.1 Consent of Owners Corporation

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

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

2.2 Consent of Owners Corporation may be revoked or withheld

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

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

2.3 Owners Corporation must not withhold consent

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

2.4 Consent by Strata Committee

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

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

2.5 Consent conditions

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

2.6 Reporting act or activity to Owners Corporation

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

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

2.7 Exclusive Use By-laws

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

3 Behaviour and Responsibility

- 3.1 You must be adequately clothed when on Common Property.
- 3.2 You must do all that You can not to break any Law when in the Building.
- 3.3 You must not:
 - (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to any person lawfully using Common Property;
 - (c) obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis;
 - (d) smoke while you are on Common Property; or
 - (e) do anything which is illegal while on Common Property.
- 3.4 You must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the Lot does not penetrate to the Common Property or any other lot.
- 3.5 You must ensure Your children and the children of Your visitors:
 - (a) do not enter or remain in the pool area unless under adult supervision; and
 - (b) unless accompanied by a responsible adult exercising effective control, do not enter areas of Common Property that are likely to be dangerous to children.
- 3.6 You must ensure Your invitees:
 - (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (b) do not do anything that You cannot do under the by-laws; and
 - (c) are removed from the Building upon refusing to comply with the by-laws.

4 Your Lot

- 4.1 You must:
 - (a) keep Your Lot clean, tidy and in good repair;
 - (b) at your expense, comply with all Laws affecting Your Lot;
 - (c) ensure the floor space the within Your Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to

disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries are excluded); and

- (d) ensure those parts of the balcony rails and door and window frames which are Common Property and which adjoin Your Lot are cleaned on a regular basis so as to prevent corrosion, rusting or weathering.

4.2 You must not:

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

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

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

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

5 Use of Your Lot

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

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

5.3 You must notify the Owners Corporation if:

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

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

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

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

- 5.6 Without limiting by-law 5.5, the following changes of use must be notified:
- (a) a change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a Lot for short-term or holiday letting.
- 5.7 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.
- 5.8 You may not lease or licence Your Lot for a period less than 90 days.

6 Alterations or Work to Your Lot

- 6.1 The consent of the Owners Corporation must be obtained if You wish to:
- (a) make alterations to, additions to, remove, repair or replace:
 - (i) any part of the Common Property near or within Your Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
 - (ii) the structure of Your Lot;
 - (iii) the internal walls inside Your Lot (such as dividing walls, even though they may not be Common Property);
 - (iv) the balcony attached to Your Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
 - (b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of Your Lot; or
 - (c) enclose Your car space.
- 6.2 You must not commence to carry out any Approved Building Works:
- (a) unless the Owners Corporation has approved the plans for the works;
 - (b) You have procured all relevant consents from the relevant Authorities; and
 - (c) if applicable, You have in place all relevant insurances and You have given a copy of the policy and the certificate of currency to the Owners Corporation.
- 6.3 When carrying out Approved Building Works You must:
- (a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation;
 - (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;

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

6.4 On completion of Approved Building Works You must:

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

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

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

7 Common Property

7.1 You must:

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

7.2 You must not:

- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;

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

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

7.4 You must not:

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

7A Parking

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

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

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

8 Window Cleaning

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (b) The Owners Corporation may decide:
 - (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
 - (ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

9 Security and Security Keys

- 9.1 If it considers it necessary, the Owners Corporation may:
 - (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
 - (c) restrict by means of Security Key Your access to one level of the Building to any other level.
- 9.2 You must not do or permit anything which may prejudice the security or safety of the Building.
- 9.3 You must close all security doors and gates when You pass through them.
- 9.4 If the Owners Corporation restricts Your access under by-law 9.1, the Owners Corporation may make available to You free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 9.5 The Owners Corporation may charge You a fee or a bond for any additional or extra Security Key You may require. You must take all reasonable steps to ensure return of any additional Security Key which you no longer require to the Owner or the Owners Corporation.
- 9.6 You must exercise great care in making a Security Key available for users of Your Lot.

- 9.7 You must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 9.8 You must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- 9.9 The Owners Corporation has the power to re-code Security Keys and to require You to return your Security Keys to have them re-coded.
- 9.10 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, You must deal with that party and pay the fee or bond that party may require for Security Keys.

10 Compensation to Owners Corporation

- 10.1 You will be liable to compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by You or any of Your invitees.
- 10.2 You will be liable to re-imburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by You or any one under your control.

11 Garbage Applicable to All Lots Except Retail Lot

- 11.1 This by-law applies to all Lots except the Retail Lot.
- 11.2 You may only dispose of Garbage in the manner provided by this by- law.
- 11.3 If You are an Owner or Occupier in building A (which has garbage chutes):
 - (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (ii) placed in the garbage chute.
 - (b) Garbage may not be placed or left in the garbage closets on each level of Building A.
 - (c) Garbage that is recyclable material must be:
 - (i) separated from Garbage that is non-recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (iii) in the case of bottles, completely drained; and
 - (iv) placed in the relevant recyclable bins in the garbage room in building A.

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

- (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any containers must be completely drained wrapped); and
 - (ii) placed in the garbage room designated for use by Owners and Occupiers in Your building.
- (b) Garbage that is recyclable material must be:
 - (i) separated from Garbage that is not recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (iii) in the case of bottles, completely drained; and
 - (iv) placed in the relevant recyclable bin in the garbage room designated for use by Owners and Occupiers in Your building.
- (c) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property, and
- (d) comply with the local Council's guidelines for the storage, handling, collection and disposal of waste.

11.5 You must:

- (a) promptly remove any Garbage that may have been spilled; and
- (b) promptly clean the area on which the Garbage has been spilled.

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

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

12 Electric Vehicle Charging

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

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

- (a) The Strata Committee is satisfied that its existing systems will support the proposed equipment.
- (b) The Owner making the application enters into an alteration and indemnity agreement on terms determined by the Strata Committee, including terms that:
 - (i) the Owner will pay all costs related to installation, repair, maintenance and upgrades of the equipment; and
 - (ii) the Owner will indemnify the Owners' Corporation and hold it harmless against any loss or expense it may sustain in connection with the installation and use of the equipment.
- (c) The Strata Committee may charge the owner for electricity costs. To this end, the Strata Committee will determine how to assess charges to Owners with such equipment, whether by metering, mileage, a flat fee or another method.

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

- (a) The owner will retain ownership of the equipment.
- (b) The owner may remove the equipment on the sale of the unit associated with the car bay (the associated unit), provided that the owner promptly repair any damage its removal causes.
- (c) If the owner does not remove the equipment on the sale of the associated unit, the equipment becomes the Common Property of the subsequent owner of the associated unit.

13 Animals

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

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

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

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

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

- (b) Domestic fowl, game birds, cockatoos or large parrots.
- 13.5 An owner or occupier of a Lot who has been permitted by the Owners' Corporation to keep an animal on the Lot or Common Property must:
- (a) Keep the animal leashed, in an animal carrier or otherwise under control at all times when on internal common property and supervised at all times when on external common property.
 - (b) Ensure that all faeces or other animal waste, whether on the Lot or the Common Property is immediately removed and disposed of and that in doing so no faeces or other animal waste is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape; and
 - (c) Ensure that the animal does not disturb other owners or occupiers of a Lot; and
 - (d) Ensure that the animal does not wander on to another Lot or on the Common Property; and
 - (e) Ensure that dogs and cats are appropriately identified by, for example, microchip, tattoo or other appropriate means and registered with City of Sydney Council; and
 - (f) Ensure that an appropriate flea and vaccination schedule is maintained in respect of the animal; and acknowledge that the Owners Corporation may withdraw its consent to keep an animal in the event of a breach of By-Law 15.
 - (g) Ensure that the animal does not enter the swimming pool enclosure or swimming pool.

14 Rules

- 14.1 The Owners Corporation may make Rules relating to matters associated with the use, management, security and control of the Building and any Common Property.
- 14.2 The Owners Corporation may amend or replace any Rule.
- 14.3 You are bound by the Rules:
- 14.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

15 Insurance Premiums

- 15.1 Unless you have the prior written consent of the Owners Corporation, You may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 15.2 Consent under by-law 15.1 allows the Owners Corporation to require You to reimburse the Owners Corporation for higher premiums which result from Your activities or use of Your Lot and/or the Common Property.

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

16 Signs

- 16.1 Unless You have the prior written consent of the Owners Corporation You must not affix or exhibit any Sign to or on any part of the Building unless it is inside your Lot and is not visible from outside your Lot.
- 16.2 This by-law 16 does not apply to the Original Proprietor or any Sign erected by the Retail Proprietor which complies with by- law BY-LAW 21.

17 Pool

- 17.1 The following rules apply to the use of the Pool Area:
- (a) You enter and use the Pool Area at your own risk;
 - (b) any child under the age of 12 years must be accompanied by a responsible adult who must remain in the Pool Area;
 - (c) You must not run, jump, dive or otherwise conduct yourself in a dangerous or careless manner in the Pool Area or within the vicinity of the Pool Area;
 - (d) You must not leave any object on the ground or in the water, in the Pool Area, or within the vicinity of the Pool Area;
 - (e) You must not disturb the peaceful enjoyment of the Pool Area by other users; and
 - (f) You must leave the Pool Area when requested to do so by any person authorised by the Owners Corporation.
 - (g) Only Occupiers and their accompanied guests may enter or remain in the Pool Area.
 - (h) No breakable item may be taken into the pool area, including glass, ceramics, and porcelain.
 - (i) No one may enter or remain the pool area outside the published opening times.

18 Moving and Delivering

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

- 18.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.
- 18.3 You must not do any damage to the Common Property, or You must immediately make good any such damage.
- 18.4 If the Owners Corporation has appointed a Building Manager, You must comply with their requirements.

19 Complaints and Applications

- 19.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation.
- 19.2 If the Owners Corporation has not made a nomination, then they must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

20 Lease or Licence of Lots

- 20.1 This by-law applies to Lots that are leased or licensed.
- 20.2 If You have leased or licensed Your Lot:
 - (a) You must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
 - (b) You must ensure the Occupiers comply with the by-laws;
 - (c) You must act promptly to comply with any reasonable notice You may receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager about Your Occupiers; and
 - (d) You must take all action available to ensure Your Occupiers comply with the by-laws and any reasonable notice You receive from the Owners Corporation.
- 20.3 If You are an Occupier of a Lot:
 - (a) You must comply with the by-laws; and
 - (b) You must promptly comply with any notice You receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager.

21 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Signs

- 21.1 This is an Exclusive Use By-law.

- 21.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has the special privilege, to erect or attach and use Signs on the Retail Sign Area on the conditions of this by-law.
- 21.3 The Retail Lot Proprietor must obtain the consent of all relevant Authorities prior to erecting each Sign.
- 21.4 The Retail Lot Proprietor is responsible for the proper care, maintenance and replacement of any Sign erected in accordance with this by-law. The Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which any such Sign is erected or attached.
- 21.5 The Retail Lot Proprietor must keep each Sign erected in accordance with this by-law in a proper state of repair and condition.
- 21.6 The Retail Lot Proprietor may erect a Sign or Signs on the Retail Sign Area without the consent of the Owners Corporation if it is one which is in conformity with the Building signage on the south western pillar outside the main entrance of Building A. For any period of time there is no signage on that pillar Signs erected by the Retail Lot Proprietor must be in conformity with the Building as high class residential building.

22 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Grease Arrestor

- 22.1 This is an Exclusive Use By-law.
- 22.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has the special privilege to use the Grease Arrestor and the Grease Arrestor Room.
- 22.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Grease Arrestor, the Common Property on which the Grease Arrestor is contained and the Grease Arrestor Room.
- 22.4 The Retail Lot Proprietor must:
- (a) keep the Grease Arrestor Room clean at all times;
 - (b) have the Grease Arrestor cleaned on a regular basis at its own cost;
 - (c) must comply with all laws and the requirements of all Authorities in connection with the Grease Arrestor and the Grease Arrestor Room; and
 - (d) effect and keep effected public liability insurance in respect of the Grease Arrestor Room.

23 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot Over the Riser

- 23.1 This is an Exclusive Use By-law.

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

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

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

23.4 The Retail Lot Proprietor must:

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

24 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot to Carry Out Building Works

24.1 This is an Exclusive Use By-law.

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

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

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

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

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

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

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

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

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

25 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Services

25.1 This is an Exclusive Use By-law.

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

- (a) the special privilege to install those Services into the Retail Lot considered necessary by the Retail Proprietor, or required by an Authority, in connection with the business being conducted in the Retail Lot;
 - (b) the special privilege to make alterations to the Common Property for the purposes of installing Services Equipment into the Retail Lot and those parts of the Common Property considered necessary by the Retail Lot Proprietor, or required by an Authority, in connection with the Services applicable to the Retail Lot; and
 - (c) the exclusive use over those parts of the Common Property over which the Services Equipment is installed or attached.
- 25.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Services Equipment erected on or attached to Common Property and the Common Property on which the Services Equipment is contained.
- 25.4 When carrying out works to install any Services Equipment the Retail Lot Proprietor must:
- (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
 - (b) ensure the works are carried out in a proper and workmanlike manner;
 - (c) use only qualified and where appropriate qualified tradesman;
 - (d) ensure the works are carried out without undue delay;
 - (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (f) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
 - (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
 - (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

26 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Air Conditioning Equipment

26.1 This is an Exclusive Use By- law.

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

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

27 Air Conditioning Equipment

- 27.1 This by-law does not apply to the Retail Lot.
- 27.2 The consent of the Owners Corporation (which must not be unreasonably held) must be obtained if You wish to install any Air Conditioning Equipment in Common Property servicing your Lot.
- 27.3 Any Air Conditioning Equipment must not be visible from outside the Building in which Your Lot is located when standing in the Common Property or in a public street outside your Building.
- 27.4 You must not install the Air Conditioning Equipment or commence to carry out any work in connection with the Air Conditioning Equipment:
- (a) unless the Owners Corporation has approved the plans for the work and approved the type of Air Conditioning Equipment which approval must not be unreasonably withheld if the Air Conditioning Equipment complies with the requirements of all relevant Authorities and the rules (if any) of the Owners Corporation made in accordance with by-law 27.7; and
 - (b) You have procured all relevant consents from the relevant Authorities.
- 27.5 When carrying out works to install your Air Conditioning Equipment you must:
- (a) comply with the reasonable requirements of the Owners Corporation;
 - (b) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
 - (c) ensure the works are carried out in a proper and workmanlike manner;
 - (d) use only qualified and where appropriate qualified tradesman;
 - (e) ensure the works are carried out without undue delay;
 - (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (g) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (h) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
 - (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
 - (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

- 27.6 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities.
- 27.7 The Owners Corporation may make rules and regulations about the type, size and quality of any Air Conditioning Equipment. If the Owners Corporation makes any such rules or regulations, You must comply with them and only install Air Conditioning Equipment which complies with those rules and regulations.
- 27.8 If You install any Air Conditioning Equipment with the consent of the Owners Corporation in accordance with this by-law then:
- (a) You have the exclusive use of that part of the Common Property over which the Air Conditioning Equipment is installed or constructed; and
 - (b) You are solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which the Air Conditioning Equipment is erected or attached.

29 Garbage Arrangements for Retail Lot

29.1 Definitions

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

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

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

Building means the building the subject of the Strata Scheme.

Common Property means the common property of the Strata Plan.

Garbage means any refuse, recyclable or waste.

Owners Corporation means the owners corporation of the Strata Scheme.

Retail Lot means lot 1 in the Strata Plan.

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

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

Strata Plan means strata plan registered number 76137.

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

29.2 Garbage arrangements for Retail Lot

- (a) Garbage in connection with the Retail Lot may only be disposed of in the manner provided in this by-law.
- (b) Garbage in connection with the Retail Lot may be stored in bins located in the garbage room in Block A provided that:
 - (i) The bins may only be located in that part of the garbage room in Block A designated for use by the Retail Lot (the "Designated Area").
 - (ii) Garbage that is non-recyclable must be:
 - (A) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (B) placed in non-recyclable bins provided by the Retail Lot Owner at its own cost
 - (iii) Garbage that is recyclable material must be:
 - (A) separated from Garbage that is non- recyclable;
 - (B) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council or any relevant Authority or otherwise);
 - (C) in the case of bottles, completely drained; and
 - (D) placed in the relevant recyclable bins provided by the Retail Lot Owner at its own cost.
- (c) The Retail Lot Owner and any Retail Lot Occupier must:
 - (i) place Garbage in the garbage room in Block A in the Designated Area only;
 - (ii) arrange for Garbage to be regularly removed by independent contractors (at no cost to the Owners Corporation) so as to ensure no Garbage accumulates for any reasonable amount of time;
 - (iii) not place or leave Garbage of any kind or garbage bins on the Common Property;
 - (iv) promptly remove any Garbage that may have spilled; and
 - (v) promptly clean the area on which any Garbage has been spilled.

30 Right for Lot 1 to Make Alterations to Common Property

30.1 Type of by-law

- (a) This is a by-law made in accordance with s65A of the Management Act.

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

30.2 Definitions

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

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

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

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

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

Building means the building the subject of the Strata Scheme.

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

Common Property means the common property of the Strata Plan.

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

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

- (iii) fire protection; and
- (iv) water, drainage and gas.

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

Retail Lot means lot 1 in the Strata Plan.

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

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

Owners Corporation means the owners corporation of the Strata Scheme.

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

Strata Plan means strata plan registered number 76137.

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

30.3 Rights

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

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

30.4 Access to Common Property

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

30.5 Maintenance obligations

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

30.6 Obligations when carrying out Building Works

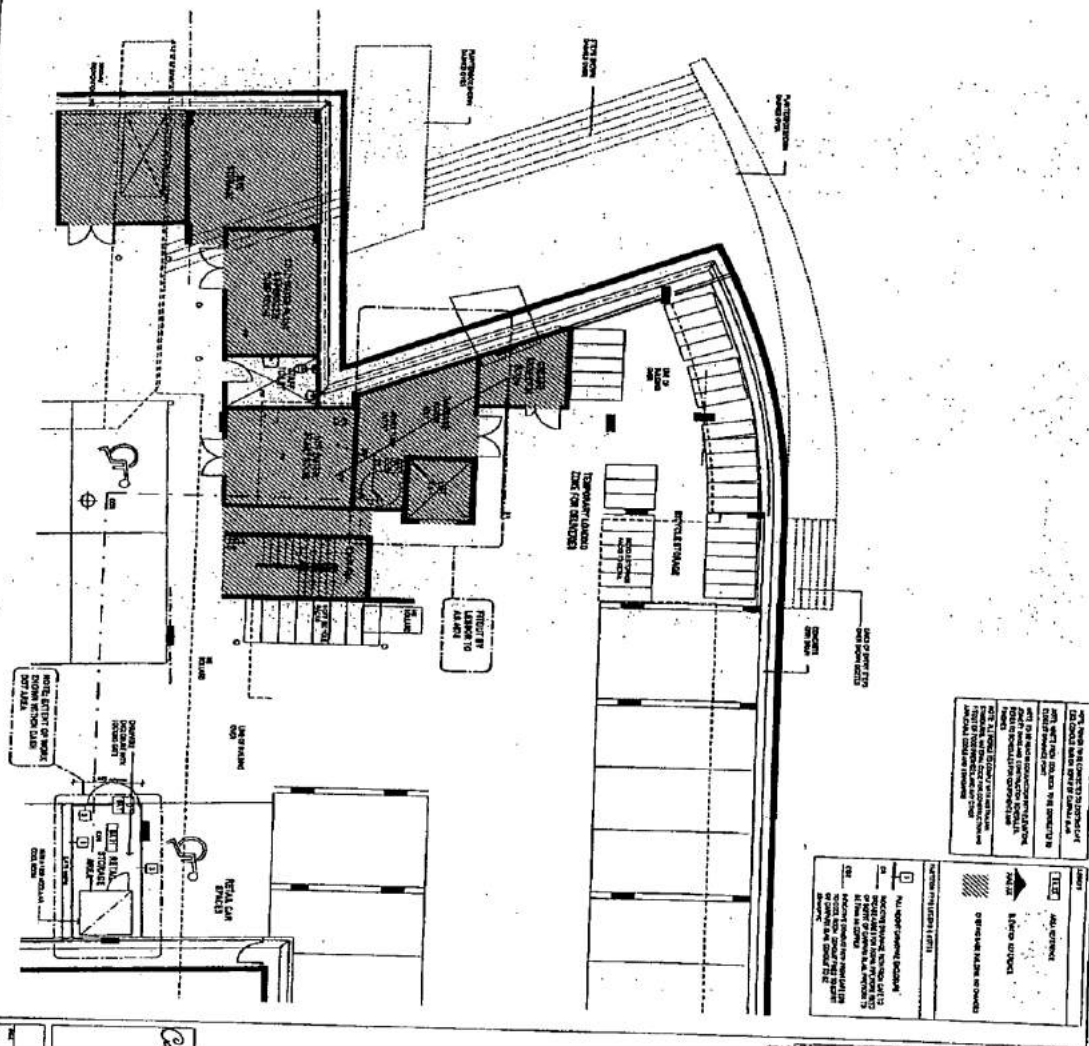
- (a) When carrying out the Building Works, the Retail Lot Owner must:
 - (i) obtain necessary consents from government agencies;
 - (ii) ensure the works are carried out in a proper and workmanlike manner;

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


30.7 Indemnity

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

A



MR. STEVE WILSON: I'm contacting you because I'm interested in the product that you're selling. I'm interested in the product that you're selling.

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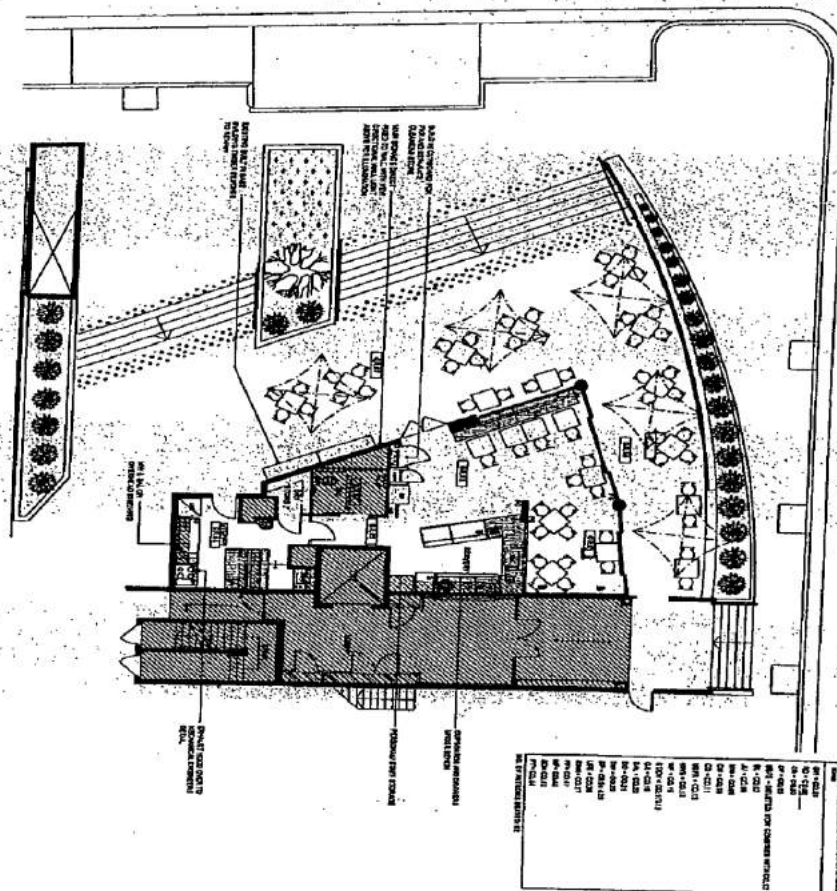
Cafe Samprassara

BASEMENT
2-14 EVEST
ERSKINEVILLE NSW

NO.	REMARKS	DATE
C	26025	A5-B4
KJ	WVY 706	1



MACDONALD STREET

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2

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Case :
Scurvy

GRIND FLOOR
2-14 EVE ST
ERSKINEVILLE NSW

FURNITURE PLAN

AS-GR

REC'D
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MAY 26 3 11 PM '68

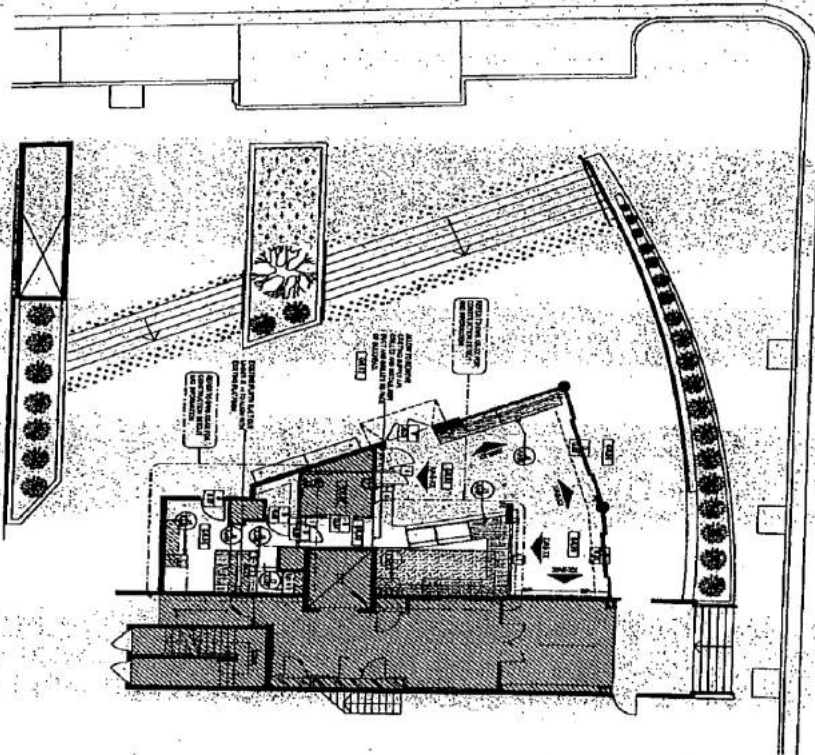
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EVE STREET

MACDONALD STREET

SCALE BAR



    	<p>UN 1203</p> <p>HAZ. CLASS. 2.3</p> <p>HAZ. CODE 23</p> <p>HAZ. ID NO. 1203</p>	<p>HAZ. CLASS. 2.3</p> <p>HAZ. CODE 23</p> <p>HAZ. ID NO. 1203</p>	<p>HAZ. CLASS. 2.3</p> <p>HAZ. CODE 23</p> <p>HAZ. ID NO. 1203</p>	<p>HAZ. CLASS. 2.3</p> <p>HAZ. CODE 23</p> <p>HAZ. ID NO. 1203</p>	<p>HAZ. CLASS. 2.3</p> <p>HAZ. CODE 23</p> <p>HAZ. ID NO. 1203</p>	<p>HAZ. CLASS. 2.3</p> <p>HAZ. CODE 23</p> <p>HAZ. ID NO. 1203</p>	<p>HAZ. CLASS. 2.3</p> <p>HAZ. CODE 23</p> <p>HAZ. ID NO. 1203</p>	<p>HAZ. CLASS. 2.3</p> <p>HAZ. CODE 23</p> <p>HAZ. ID NO. 1203</p>
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<p>1. NAME OF THE PARTY OR ORGANIZATION: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>2. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>3. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>4. PHONE: (512) 475-1234</p> <p>5. FAX: (512) 475-1234</p> <p>6. E-MAIL: info@utexas.edu</p> <p>7. NAME OF THE PERSON TO WHOM THE ORDER IS TO BE SENT: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>8. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>9. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>10. PHONE: (512) 475-1234</p> <p>11. FAX: (512) 475-1234</p> <p>12. E-MAIL: info@utexas.edu</p> <p>13. NAME OF THE PERSON TO WHOM THE ORDER IS TO BE SENT: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>14. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>15. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>16. PHONE: (512) 475-1234</p> <p>17. FAX: (512) 475-1234</p> <p>18. E-MAIL: info@utexas.edu</p> <p>19. NAME OF THE PERSON TO WHOM THE ORDER IS TO BE SENT: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>20. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>21. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>22. PHONE: (512) 475-1234</p> <p>23. FAX: (512) 475-1234</p> <p>24. E-MAIL: info@utexas.edu</p>	<p>1. NAME OF THE PARTY OR ORGANIZATION: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>2. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>3. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>4. PHONE: (512) 475-1234</p> <p>5. FAX: (512) 475-1234</p> <p>6. E-MAIL: info@utexas.edu</p> <p>7. NAME OF THE PERSON TO WHOM THE ORDER IS TO BE SENT: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>8. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>9. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>10. PHONE: (512) 475-1234</p> <p>11. FAX: (512) 475-1234</p> <p>12. E-MAIL: info@utexas.edu</p> <p>13. NAME OF THE PERSON TO WHOM THE ORDER IS TO BE SENT: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>14. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>15. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>16. PHONE: (512) 475-1234</p> <p>17. FAX: (512) 475-1234</p> <p>18. E-MAIL: info@utexas.edu</p>	<p>1. NAME OF THE PARTY OR ORGANIZATION: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>2. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>3. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>4. PHONE: (512) 475-1234</p> <p>5. FAX: (512) 475-1234</p> <p>6. E-MAIL: info@utexas.edu</p> <p>7. NAME OF THE PERSON TO WHOM THE ORDER IS TO BE SENT: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>8. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>9. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>10. PHONE: (512) 475-1234</p> <p>11. FAX: (512) 475-1234</p> <p>12. E-MAIL: info@utexas.edu</p> <p>13. NAME OF THE PERSON TO WHOM THE ORDER IS TO BE SENT: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>14. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>15. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>16. PHONE: (512) 475-1234</p> <p>17. FAX: (512) 475-1234</p> <p>18. E-MAIL: info@utexas.edu</p>	<p>1. NAME OF THE PARTY OR ORGANIZATION: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>2. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>3. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>4. PHONE: (512) 475-1234</p> <p>5. FAX: (512) 475-1234</p> <p>6. E-MAIL: info@utexas.edu</p> <p>7. NAME OF THE PERSON TO WHOM THE ORDER IS TO BE SENT: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>8. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>9. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>10. PHONE: (512) 475-1234</p> <p>11. FAX: (512) 475-1234</p> <p>12. E-MAIL: info@utexas.edu</p> <p>13. NAME OF THE PERSON TO WHOM THE ORDER IS TO BE SENT: THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>14. ADDRESS: 7900 N. BRUNNEN DRIVE, AUSTIN, TEXAS 78758</p> <p>15. CITY: AUSTIN STATE: TEXAS ZIP: 78758</p> <p>16. PHONE: (512) 475-1234</p> <p>17. FAX: (512) 475-1234</p> <p>18. E-MAIL: info@utexas.edu</p>
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The photograph shows a document with the word "CASH" printed at the top and bottom. In the center, there is a large, bold "0". To the left of the "0", the year "1974" is visible. The document appears to be a form or a receipt, with some text and lines visible around the central "0".

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GROUND FLOOR
2-14 EVE ST
ERSKINEVILLE NSW

CONSTRUCTION PLAN	
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A1-GR	
MJ	MAY 05

10 Hanging out of washing

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

32 Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

33 Exclusive use rights and special privilege in favour of Lots 51, 117, 118, 120, 123, 125 & 126

1. This is an Exclusive Use By-law.
2. Despite any other by-law to the contrary, the owner of:
 - (a) Lot 51 has a special privilege to undertake the following;
 1. exclusive use to courtyard area
 2. reduce the garden bed area to half,
 3. level garden bed area to ground height
 4. demolish and remove the brick nib wall centre of the courtyard
 5. demolish and remove horizontal garden bed brick retaining wall
 6. supply and install tiles to courtyard area
 - (b) lots 117, 123, and 125 have a special privilege to remove the western and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
 - (c) lots 118, 120 and 126 have a special privilege to remove the eastern and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;

3. When carrying out works to remove any wall authorised in the by-law, the owner of the lot must:
 - (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
 - (b) ensure the works are carried out in a proper and workmanlike manner;
 - (c) use only qualified and where appropriate qualified tradesman;
 - (d) ensure the works are carried out without undue delay;
 - (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (f) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
 - (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
 - (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.
4. The owner of each lot who removes a wall authorised in this by-law must maintain and keep in a state of good and serviceable repair the area occupied by the removed wall.
5. Each owner benefitted by the rights and privileges granted in this by-law indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the:
 - (a) work to remove the wall;
 - (b) use of their respective exclusive use areas;
 - (c) failure to comply the duty to maintain, repair, renew or replace;
 - (d) performance of any work required to comply with the duty to maintain and repair;
 - (e) owner's breach of any part of this by-law.
6. If an owner fails to comply or breaches any part of this by-law, then the Owners Corporation may:
 - (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) if the owner fails to comply with the request in sub clause (a):

- (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
- (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
- (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Management Act, and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW 1

Definitions

1. In this by-law:

- (a) “**Act**” means the *Strata Schemes Management Act 2015*;
- (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
- (c) “**Building**” means the building located at 8 Eve Street, Erskineville;
- (d) “**Common Property**” means the common property comprised in Strata Plan 76137;
- (e) “**Insurance**” means Contractors’ All Risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), insurance required under s92 of the Home Building Act 1989, and workers compensation insurance;
- (f) “**Lot**” means lot 50 in strata plan 76137;
- (g) “**Past Works**” means:
 - (i) the installation of tiles and acoustic underlay on the floor of the Lot with the exception of the balcony and bathrooms;
 - (ii) the installation of a Dakin inverter reverse cycle air conditioning system and ancillary pipes, wires, cables and ducting, with the air-conditioning unit located on the lounge room wall of the Lot adjacent to the kitchen and the condenser unit located on the roof above the Lot with a pipe connecting the condenser unit through the ceiling of the Lot;
- (h) “**Owner**” means the owner for the time being of the Lot including successors in title;
- (i) “**Owners Corporation**” means The Owners – Strata Plan No 76137;
- (j) “**work**” means the work referred to in clause 4 of this by-law;
- (k) Unless the context or subject matter otherwise indicates or requires:
 - (i) reference to the singular includes the plural and the plural includes the singular;
 - (ii) “Including” and similar expressions are not words of limitation;
 - (iii) headings are for convenience only and do not affect the interpretation of this by-law;
 - (iv) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

Grant of special privilege

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

Past Works

3. The Owner must, in relation to the Past Works:
- (a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.
 - (b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:
 - (i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained Insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);
 - (ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;
 - (iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:
 - (A) the Building Code of Australia;
 - (B) pertinent Australian Standards;
 - (C) manufacturer's specifications and recommendations.

Repair and maintenance

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

Conduct of work

5. Prior to commencing any work:
- (a) the Owner must inform the strata committee of the nature of the work being conducted;
 - (b) the Owner must provide the Owners Corporation with:
 - (i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes;
 - (ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain Insurance for the duration of the work;

- (iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence.
6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:
- (a) use only duly licensed contractors to conduct the work in a proper and skilful manner;
 - (b) use appropriate materials in accordance with the manufacturer's specifications;
 - (c) comply with all conditions and requirements of any Authority;
 - (d) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property;
 - (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
 - (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;
 - (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays;
 - (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work ;
 - (j) keep all affected areas of the Building outside the Lot clean and tidy, and remove all debris from the Common Property.
7. After the completion of work, the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the work has been completed;
 - (b) notify the Owners Corporation that all damage, if any, to any lot in the Building or Common Property caused or contributed to by the work and not permitted by this by-law, has been rectified;
 - (c) Provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.

Failure to comply or breaches

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

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

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

Indemnity

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

Damage

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

Costs

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

SPECIAL BY-LAW 2 – Delegation of Minor Renovations

- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Schemes Management Act 2015) and of imposing conditions on such approval.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

SPECIAL BY-LAW 3 – Major Renovations and Building Works (Lot 162)

1. Introduction

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

2. Definitions

In this by-law:

“Lot” means Lot 162 in the Strata Scheme;

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

“Plans” means the plans/drawings provided;

“Major Renovations By-Law” means Special By-Law No. 3 – Major Renovations as amended from time to time;

“Strata Scheme” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

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

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

on the conditions of this by-law.

4. Conditions

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

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

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

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

- 4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

TENDER ASSESSMENT REPORT

For:

FACADE REMEDIATION AND PAINTING WORKS

At:

2 -14 EVE STREET, ERSKINEVILLE

Prepared on behalf of:

THE OWNERS – STRATA PLAN 76137

Prepared by (in collaboration):

- Nicholas Corak
- Edward Chalak

Date: 24 February 2020

(Reference: 17-241 TA 200221.docx)

Landlay Consulting Group Pty Ltd
Lot 39-40, 76b Edinburgh Road
Marrickville NSW 2204

1. PREAMBLE

1.1 General

The remedial building works are outlined in the following documentation prepared by our office:

- Remedial Building Specification (Issue 2) – dated 9th January 2020

In reviewing the tender submissions, the *Owners Corporation* should be aware that each tendering Contractor will differ in the allocation of profit and margin within each respective work package item. As such, direct comparison between contractors for each individual work item will often present disparity or inconsistencies with pricing. We therefore recommend the individual work items be referred to as a guide, with the main focus on the overall lump sum cost and contract rates.

Further to the above, we also wish to highlight that should the Owners Corporation wish to consider removing certain work items for budgetary reasons, the resultant 'reduced' project cost must be viewed as an estimate wherein the revised pricing would need to be confirmed by the respective tenderers.

1.2 Tenderers

Landlay Consulting Group sought tenders from the following specialist remedial building Contractors:

- Robertsons Remedial & Painting (Robertsons);
- Dukes Painting Services (Dukes);
- Integrated Asset Solutions (IAS);
- Paynter Dixon Remedial (PD Remedial); and
- RM Watson.

We confirm that the above Contractors are licenced and eligible for insurance under the *Home Building Compensation Fund (HBCF)*. We also confirm that the above Contractors HBCF Insurance eligibility limit is sufficient to cover the total cost of the remedial works. A copy of each Contractors' tender form is attached and tabled within this report.

The above Contractors were selected for tendering based on the following criteria:

- The tendering companies are specialist remedial Contractors, with skillset inclined toward façade remediation and/or painting;
- The tendering companies have previous experience in similar projects;
- The tendering companies are capable/willing to carry out a project of this nature and scale; and
- With the exception of *RM Watson*, our office has previously undertaken previous projects with the tendering companies and are satisfied with their quality of workmanship.

1.3 Preliminary costs

As outlined in the remedial Specification, preliminaries include any costs associated with site supervision, materials handling and delivery, contract administration and overheads, on-site and off-site storage, protection, site security, etc.

There may be disparities between each tenderer's cost allocations toward project preliminaries, which can be due to a variety of factors, which include but are not limited to:

- Availability and/or ownership of equipment and machinery;
- Contractor's in-house resources and the requirement to sub-contract trades and labour;
- Availability of materials, and relationships with suppliers;
- Availability of trades associated with the critical path of the project;
- Contractor's overheads and business running costs; and
- Contractor's requirements to relocate materials and equipment throughout the project.

1.4 Provisional quantities

A provisional quantity is an item or component of work for which the exact requirements and quantities are not known or unable to be determined at the time of tendering. We note that for façade project such as this there is typically an increased number of provisional quantities. Provisional quantities were allocated for the following work package items:

<u>Item 6.3</u>	<u>Concrete spalling</u>	
Item 6.3.4	Concrete spalling repairs	500 litres
<u>Item 6.4</u>	<u>Crack injection</u>	
Item 6.4.4	Crack injection	100 lineal m
<u>Item 6.5</u>	<u>Re-sealing of pre-cast panel jointing</u>	
Item 6.5.4.1	Re-sealing pre-cast panel jointing	500 lineal m
<u>Item 6.6</u>	<u>Render repairs</u>	
Item 6.6.4	Re-placement of edge beading	150 lineal m
Item 6.6.5.2	Render application	150m²
Item 6.6.6	Skim rendering	250m²
<u>Item 6.10</u>	<u>Installation of capping to blade walls</u>	
Item 6.10.4	Installation of colorbond capping	150 lineal m
<u>Item 7.1</u>	<u>Re-sealing walkway and abutting wall joint works</u>	
Item 7.1.3	Re-sealing works	200 lineal m

The Contractor shall be required to provide consumption reports and advise on the expenditure of all provisional quantity items throughout the project, which shall be verified and approved by the *Superintendent*.

1.4.1 Adjustment of provisional quantities

With respect to any work for which a provisional quantity is included in the contract, the *Superintendent* shall assess the difference between the provisional quantity and the work carried out, calculated at the rate for that work stated in the additional rates in the contract. The *Superintendent* shall certify the final value with this figure taken into account in determining the final contract sum.

1.5 Provisional sums

A provisional sum is an estimate of the cost of carrying out a particular work item when the exact extent of the scope of the work cannot be determined at the time of tendering. In principle, the provisional sum includes all labour and material costs to perform the work, or as outlined in the relevant section of the specification.

The following provisional sums have been allocated for this project:

Item 3.0 HBCF Insurance \$ (as per tender form)*

***:- Refer to Section 1.6 for further comments regarding HBCF Insurance**

Item 6.2	External re-waterproofing works	
Item 6.2.2	Additional access	\$10,000.00
Item 6.2.3	Water penetration investigation and rectification	\$200,000.00
Item 6.6	Render repairs	
Item 6.6.7	Installation of additional movement joints	\$30,000.00
Item 6.7	Repairs to stormwater lines, rain heads and fixings	
Item 6.7.4	Repair/replacement to stormwater line, rain head and fixings	\$50,000.00
Item 6.8	Treatment and repair of pergola frames	
Item 6.8.4	Repair/treatment to pergola frames	\$50,000.00

Following commencement of the project, and when reasonably possible, the Superintendent shall assess and approve the extent of works required for each respective provisional sum item.

1.5.1 Adjustment of provisional sums

With respect to any work for which a provisional sum has been allocated, the Contractor shall provide costings in line with the extent of work agreed with the Superintendent for review and approval. The Superintendent shall assess the difference between the allocated provisional sum and approved cost to carry out the work, and either a variation or rebate will apply. The final value shall be certified by the Superintendent with this figure taken into account in determining the final contract sum.

1.6 Home Building Compensation Fund (HBCF) Insurance

Our Office highlights that the Home Building Compensation Fund (HBCF) costing provided in the Contractor's tender form has been allocated as a provisional sum allowance, as the submitted lump sum pricing for this item may vary upon acquisition of the policy.

This is primarily due to legislative changes resulting in large increases in insurance premiums, which is being progressively implemented over a two-year period. These changes have placed tendering Contractors in a position where it is difficult to accurately forecast the cost for obtaining the HBCF Insurance Policy until the time that contracts are signed and works are scheduled to commence.

The policy will be presented to the *Owners Corporation's* representative prior to the commencement of any remedial building works outlined in this Remedial Building Specification.

Further information regarding the legislative changes the HBCF Insurance Premiums can be viewed on below link. We highlight in particular the four separate 'tranches' for implementation from 2019-2021.

<https://mailchi.mp/coverforce/1-july-2018-icare-hbcf-premium-increase-and-risk-based-premium-weighting-1417349?e=%5bUNIQID>

2. DISCUSSION

2.1 Tender Costings

We provide the following table outlining the total lump sum pricing submitted by each tendering Contractor, including the cost and percent difference when compared with the most competitive tenderer (i.e. *Robertson*).

LEGEND	
	= competitive
	= reasonable
	= inflated

	Robertson	Dukes	IAS	PD Remedial	RM Watson
Section 6 – External works (incl GST)	\$1,257,500.00	\$1,274,526.00	\$1,422,129.50	\$1,496,220.00	\$1,500,675.00*
Section 7 – Misc. works (incl GST)	\$95,500.00	\$144,012.00	\$76,170.60	\$128,876.00	\$102,520.00
Section 8 – Internal works (incl GST)	\$86,500.00	\$91,630.00	\$83,657.20	\$61,831.00	\$112,420.00
TOTAL (incl GST)	\$1,439,350.00*	\$1,510,168.00	\$1,581,957.30	\$1,686,927.00	\$1,715,615.00*
\$ Cost Difference	-	\$70,668.00	\$142,457.30	\$247,427.00	\$276,115.00
% Percent Difference	-	4.91	9.90	17.19	19.19

*:- *Robertsons' tender submission has a calculation error of \$150.00. RM Watson's tender submission has a calculation error in the order of \$11K in Section 6. The figures noted above represent the correct calculated value.*

The tender submission received from *PD Remedial* and *RM Watson* are the most expensive. Their tender submission range between approximately 17-19% more expensive than the most competitive tenderer. Our office has undertaken an in-house assessment of what we perceive to be fair and reasonable to carry out the scheduled works and we believe their costings are excessive in this instance. Accordingly, in the interests of economics, we would recommend the tender submissions from *PD Remedial* and *RM Watson* be disregarded.

The tender submission received from *IAS* is approximately 10% more expensive than the most competitive tenderer. We also note their cost allocation for the main façade works (Section 6) is considerable higher than the more competitive tenderers. Whilst their overall price is generally reasonable, their pricing is slightly elevated and therefore for budgetary purposes the Owners Corporation may wish to remove them from consideration.

Of the remaining tenderers, *Robertsons* and *Dukes* have both submitted comparable pricing for the works that ranges between approximately \$1.44M-\$1.51M – a difference range of less than 5%. Therefore, whilst the tender submission from *Robertson* is more competitive, we believe both tender submissions can be described as fair and reasonable for the proposed works.

2.1.1 HBCF Insurance

Based on a preliminary review using the online iCare Insurance Premium Calculator, we expect the cost for the HBCF Insurance policy (including brokerage fee and margin) to be in the order of approximately \$40-50K. We note the pricing submitted by *Dukes* and *Robertsons* is only \$8,000.00 plus GST, which is well below the expected value for this item, and much less than the other tenderers who have submitted costs ranging between \$30-40K. As such, it can be expected a variation of at least \$30K will apply if *Robertsons* or *Dukes* are successful for the works which must be considered when reviewing the tender pricings. This variation, however, does not impact/change who is the most competitive tenderer overall.

2.1.2 Alternate paint products

Our office notes that none of the tendering contractors have offered any cost saving for the use of an alternate paint system, nor have they provided any inclination toward alternate paint products.

2.2 Additional rates

The below table outlines the key additional rates for the project submitted by each Contractor. In reviewing the additional rates, we have focused on the rates that will more likely be utilised during the project, in particular the provisional quantity items outlined in **Section 1.4**.

LEGEND	
	= competitive
	= reasonable
	= inflated

Material	Unit	Robertson	Dukes	IAS	PD Remedial	RM Watson
Concrete Spalling Repairs	/litre	\$30.00	\$55.00	\$67.00	\$249.70	\$80.00*
Crack Injection	/lineal m	\$150.00	\$200.00	\$230.00	\$308.00	\$850.00
Re-sealing of pre-cast panel jointing	/lineal m	\$50.00	\$80.00	\$63.00	\$110.00	\$208.00
Replacement of edge beading	/lineal m	\$50.00	\$100.00	\$66.00	\$121.00	\$208.00
Render	/m ²	\$120.00	\$150.00	\$127.20	\$132.00	\$325.00
Skim Rendering	/m ²	\$30.00	\$80.00	\$66.00	\$110.00	\$165.00
Colorbond capping	/lineal m	\$50.00	\$200.00	\$162.00	\$220.00	\$215.00
Re-sealing works	/lineal m	\$30.00	\$60.00	\$85.00	\$66.00	\$210.00

*:- RM Watson has provided a variable concrete spalling rate ranging between \$80-220 based on the quantity/size of the individual repair.

Based on the above, and in line with their overall most competitive price, *Robertsons* has submitted the most competitive rates for all provisional quantity items. Therefore in the event that the quantity allowances are expended, *Robertsons* would represent the lowest variation cost.

In our opinion the most critical rates are re-sealing of pre-cast panel jointing, concrete spalling repairs and render application, as these rates represent the work items that are more likely to vary from the specified provisional quantity. This variance may be either in excess or less than the specified provisional quantity, and therefore in instances where less than half the provisional quantity is expended the higher rates will return reduced overall prices. Of course, the reverse incurs a higher cost where more of the provisional quantity is expended.

We note that the provisional quantity items total an average cost of approximately \$140,000.00, which equates to approximately 10% of the total lump sum price. As such, whilst there is a potential for provisional quantity variations (or rebates), we do not expect the difference in rates to have a significant impact on the final contract sum.

2.3 Project duration

The below table outlines the project duration submitted by each tendering Contractor.

Duration (weeks)	Robertson	Dukes	IAS	PD Remedial	RM Watson
Section 6 – External works	26	38	24	16	16
Section 7 – Miscellaneous works	10	10	4	Included in Section 6	4
Section 8 – Internal works	12	12	5	Included in Section 6	4
TOTAL DURATION*	48	60	35	16	24

**Total duration assuming works sections are undertaken separately (additive)*

For a project of this scale and nature, we would expect the duration of the works to be approximately 9-months (36 weeks). It is worthwhile noting however that as the majority of works are external in nature, they are subject to weather conditions and it is likely that the final project duration will vary from what has been nominated by the tendering Contractors.

The project durations submitted by *PD Remedial* and *RM Watson* are significantly lower than the expected project duration and in our view not achievable. We would also have concern with the quality control and management process for works carried out under these very short project durations.

IAS and *Roberstons* in our view are generally in line with our expected duration, with *Robertsons* nominating a slightly longer duration which can most likely be attributed to risk management purposes in the event of delays. The project duration submitted by *Dukes* is excessive – even when taking into consideration risk management.

Ultimately, when considering a contractor for the works, the project duration/schedule will need to be fine-tuned and supported with more accurate construction programme and access methodology. Further clarification would also be required to confirm whether the durations submitted by the tendered for each works 'Section' are additive or whether they would be undertaken in conjunction.

3. DISCUSSION

3.1 Recommended Contractor

We believe that *Robertson* and *Dukes* have submitted comparable and reasonable tenders, with *Robertsons* providing more competitive rates and project duration.

In moving forward, we recommend the Strata Committee meet with both contractors separately to discuss their tender submissions, capabilities, and project planning further. Our office can assist in arranging the site meeting/s as well as being present to help facilitate the meeting and evaluate the contractors proposals/responses.

Ultimately, the decision as to which option and tenderer to be engaged to perform the works belongs solely to the *Owners Corporation*.

3.2 Contingency

Although the Remedial Building Specification outlines the overall remedial building works, and a number of provisional allowances have been allocated, we would recommend the *Owners Corporation* set aside a contingency sum of approximately 5-10% of the contract value for bona fide variations that may be encountered during the project.

3.3 Council conditions

Based on previous experience with similar projects the remedial works in our opinion are not likely to attract Council approval and would be considered as 'maintenance' in nature.

The *Owners Corporation* can however make inquiries with local Council at their own discretion – particularly if a change of colour is being considered for the facades.

3.4 Colour consultant/architect

Our office has already procured two quotations to assist the owners with evaluating and modelling alternate colour schemes for the facades. The quotations have been procured from a colour consultant and an architectural firm.

4. CLOSING/CONCLUSION

4.1 On-going services

We provide our ongoing services fee structure for consideration.

Item 4: Preparation of Contracts

- Preparation of contract documents to reflect AS4905 contract conditions;
- Remedial Building Specification to be incorporated into the contract documents including tender submission;
- Draft copy of Contract to be issued to both parties for review;
- Arrange for agreed contract documents to be signed and executed by both parties.

Our professional consultancy services fee for this item is **\$1,450.00 plus GST**.

Item 5: Project Supervision (Superintendent Role)

The role of the Superintendent is summarised as follows:

- Conduct regular site inspections with respective representatives;
- Conduct site inspections with the Contractor at critical hold points;
- Issue regular status reports to both parties;
- Supervision of building works to ensure compliance with the following:
 - Tender document/ Remedial Building Specification;
 - Addendum/s (if any);
 - Current Building Code of Australia/National Construction Code;
 - Relevant Australian Standards for the respective building item.
- Administer the conditions of contract between the parties;
- Resolve disputes between the Principal and Contractor that may arise during the course of the project;
- Assess the quality of the Work Under Contract (WUC) undertaken by the Contractor and issue advice as required;
- Assess and certify payment claims submitted by the Contractor, and issue Payment Certificates to the Principal.
- Assess variation claims submitted by the Contractor and issue Variation Certificates;
- Assess extensions of time (EOT) submitted by Contractor and issue EOT Certificates;
- Issue Certificate of Practical Completion for the project once practical completion has been established by the Superintendent.

Our professional consultancy services fee for this item is **6.5% of the adjusted contract sum plus GST**.

4.2 Budget estimate

We provide the following estimated budget for review by the *Owners Corporation* to assist in preparing for these works. This table has been prepared under the assumption that the most competitive tenderer (Robertsons) is selected for the complete works package.

Estimated Project Cost	
Contract preparation fee	\$ 1,450.00
Contract sum (ex GST)	\$ 1,308,500.00
Contingency (5%)	\$ 65,425.00
Estimate additional HBCF Cost	\$ 40,000.00
Superintendent (6.5%)	\$ 85,052.50
Total	\$ 1,500,427.50
GST	\$ 150,042.75
Total incl. GST	\$ 1,650,470.25

4.3 Sign off

We trust this *Tender Assessment Report* is satisfactory and outlines the requirements of the *Owners Corporation*. Should you require further information please do not hesitate to contact our office.

Regards,



Edward Chalak BE (Civil)
REMEDIAL ENGINEER
LANDLAY CONSULTING GROUP



Nicholas Corak BE (Civil) MIEAust
SENIOR REMEDIAL ENGINEER
LANDLAY CONSULTING GROUP

Review by:



John Vikiarellis
DIRECTOR
LANDLAY CONSULTING GROUP

Encl: Copy of tender submissions

5. TENDER SUBMISSIONS

5.1 Robertsons Remedial & Painting



ROBERTSON'S REMEDIAL & PAINTING

builder licence no. 223024C

Robertson's Painting & Decorating Pty Ltd
P.O. Box 461, Drummoyne NSW 1470
ABN 16 140 746 247

Ph: 02 9181 3519
Fax: 02 9181 3507
Email: info@rpd.net.au
Web: www.rpd.net.au

QUOTATION

10/02/2020

Quote No: 30011

The Owners - Strata Plan 76137
C/- Landlay Consulting Group
Lot 39-40, 76B Edinburgh Road
MARRICKVILLE NSW 2204

Attention: Nicholas Corak
Email: nickc@landlay.com.au

Thank you for the opportunity to quote for works at:
Motto, 2-14 Eve Street ERSKINEVILLE NSW 2043
Strata Plan: 76137
Order No: PROJ.ID 51760

Please find attached the following specification and quotation as requested

- Quotation as per Tender submission - specification reference 17-241 SPEC 191128.docx as attached.

Comments:

Should you have any questions please do not hesitate to contact me on 0414 719 192.
I hope this quotation meets with your approval and I look forward to your reply.

Yours Sincerely,

Leslie Robertson
Estimator

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



Specification reference	17-241 SPEC 191128.docx
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Date	10/02/2020
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Tenderer Information	
Company Name	ROBERTSON'S REMEDIAL & PAINTING
ABN	16 140 746 247
Licence Number	223024C
Address	Unit 10/56 Buffalo Road, Gladesville NSW 2111
Contact name	Leslie Robertson
Telephone	(02) 9181-3519
Email	info@rpd.net.au

Tender summary	
Section 6: External works	
Project cost (incl GST)	\$ 1,257,500 -
Project cost savings (incl GST) - Alternative paint system	
Paint manufacturer	\$ N/A -
Project duration	26 weeks
Section 7: Miscellaneous works	
Project cost (incl GST)	\$ 95,500 -
Project duration	10 weeks
Section 8: Internal works	
Project cost (incl GST)	\$ 86,500 -
Project duration	12 weeks

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137

Landlay
A Strata Remedial Consultancy

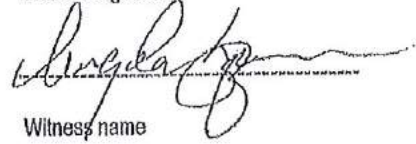
Tenderer's signature



Tenderer's name

Leslie Robertson

Witness signature



Witness name

Angela Lazzaro

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



WORK PACKAGES

Item	Description	Lump sum cost (excl GST)
6	EXTERNAL WORK ITEMS	
3	Preliminaries	\$ 50,000 -
4	Insurance under HBCF (Provisional Cost)	\$ 8,000 -
6.1	Project access requirements	\$ 20,000 -
6.2	External re-waterproofing works	
6.2.2	<i>Provisional sum - Access</i>	\$ 10,000.00
6.2.3	<i>Provisional sum - Water penetration investigation and rectification</i>	\$ 200,000.00
6.3	Concrete spalling	
6.3.4	<i>Provisional quantity - concrete spalling repairs (500 Litres)</i>	
	500 at \$ 30 -	\$ 15,000 -
6.3.6	Hammer testing	\$ Included -
6.4	Crack injection	
6.4.4	<i>Provisional quantity - crack injection (100 lineal m)</i>	
	100 at \$ 150 -	\$ 15,000 -
6.5	Re-sealing of pre-cast panel jointing	
6.5.4.1	<i>Provisional quantity - re-sealing pre-cast panel jointing (500 lineal m)</i>	
	500 at \$ 50 -	\$ 25,000 -
6.6	Render repairs	
6.6.4	<i>Provisional quantity - re-placement of edge beading (150 lineal m)</i>	
	150 at \$ 50 -	\$ 7,500 -
6.6.5.2	<i>Provisional quantity - render application (150 m²)</i>	
	150 at \$ 120 -	\$ 18,000 -
6.6.6	<i>Provisional quantity - skim rendering (250 m²)</i>	
	250 at \$ 30 -	\$ 7,500 -
6.6.7	<i>Provisional sum - Installation of additional movement joints</i>	\$ 30,000.00
6.7	Repairs to stormwater lines, rain heads and fixings	
6.7.4	<i>Provisional sum - Repair/replacement to storm water line, rain head and fixings</i>	\$ 50,000.00

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137

6.8	Treatment and repair of pergola frames			
6.8.4	<i>Provisional sum - Repair/treatment to pergola frames</i>	\$	50,000.00	
6.9	External common area fire door replacement	\$	2,500	-
6.10	Installation of capping to blade walls			
6.10.4	<i>Provisional quantity - installation of colorbond (150 lineal m)</i>			
	150 at \$ 50 -	\$	7,500	-
6.11	Installation of drip inducers to Building 3 undercroft	\$	2,000	-
6.12	Pressure cleaning of external surfaces	\$	20,000	-
6.13	Painting works	\$	605,000	-
7	MISCELLANEOUS WORK ITEMS			
3	Preliminaries	\$	10,000	-
4	Insurance under HBCF (Provisional Cost)	\$	1,000	-
7.1	Re-sealing walkway and abutting wall joints works			
7.1.3	<i>Provisional quantity - Re-sealing works (200 Lineal m)</i>			
	200 at \$ -	\$	6,000	-
7.2	Steel frame feature remediation to central courtyard	\$	40,000	-
7.3	Installation of new light fittings to external areas	\$	22,800	-
7.4	Basement carpark ramp steel frame painting works	\$	7,000	-
8	INTERNAL PAINTING WORKS			
3	Preliminaries	\$	3,000	-
4	Insurance under HBCF (Provisional Cost)	\$	700	-
8.1	Internal painting works	\$	75,000	-

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137

APPLICABLE RATES (ex GST)

Item - supply & installation, incl. prelims and profit	Value (ex GST)	Rate
Render repairs	\$ 120 -	/m ²
Skim rendering	\$ 30 -	/m ²
Painting (External)	\$ 35 -	/m ²
Painting (Internal)	\$ 15 -	/m ²
Edge beading replacement (supply, install, and repair)	\$ 50 -	/lineal m
Re-sealing Pre-cast Joints (Fosroc Nitoseal MS250)	\$ 50 -	/lineal m
Sealing walkway Joints	\$ 35 -	/lineal m
Crack injection (Sika Injecton 201)	\$ 150 -	/lineal m
uPVC 100	\$ 100 -	/6m length
uPVC 150	\$ 120 -	/6m length
65mm core hole (spitter pipe)	\$ 35 -	/each
100mm core hole (floor waste)	\$ 150 -	/each
Control joint installation	\$ 70 -	/lineal m
Colorbond capping (supply and install)	\$ 50 -	/lineal m
Skim rendering	\$ 30 -	/m ²
Concrete spalling	\$ 30 -	/litre

Labour rates	Value	Rate
Electrician	\$100	/hr
Plumber	110	/hr
Labourer	65	/hr
Painter	75	/hr
Tiler	80	/hr
Carpenter	90	/hr
Site Supervisor	120	/hr
Investigation works	90	/hr

Contract rates	Value	Rate
Preliminaries/overheads (on and site)	10	%
Profit margin (positive variations only)	15	%
TOTAL MARKUP PERCENTAGE	25	%

Nadia Peric
ROBERTSON'S PAINTING &
DECORATING PTY LIMITED
Unit 10 56 Buffalo Road
GLADESVILLE NSW 2111

issue date

20/12/2019

print date

20/12/2019

Dear Nadia

statement of coverage

The following policy of insurance covers the full amount of the employer's liability under the *Workers Compensation Act 1987(NSW)*.

valid until

01/01/2021

policy number

124608901

legal name

ROBERTSON'S PAINTING & DECORATING PTY LIMITED

trading name

ROBERTSON'S PAINTING &

abn

16 140 746 247

acn

140 746 247

industry classification number (WIC)

424400 Painting and Decorating Services

number of workers*

33

wages/units⁺

\$2,388,228.00

* Number of workers includes contractors/deemed workers

+ Total wages/units estimated for the current period

important information

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the *Workers Compensation Act 1987 (NSW)*. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, ie. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirm that the description of the industry/industries noted is appropriate. A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours faithfully,



Jason McLaughlin
General Manager, Workers Compensation - Underwriting
icare workers insurance

Certificate of Eligibility for insurance with the Home Building Compensation Fund

Insurance and Care NSW (icare) provides services to the insurer, the NSW Self Insurance Corporation (icare hbcf), under section 10 of the *State Insurance and Care Governance Act 2015* in relation to the provision of insurance under Part 6 of the *Home Building Act 1989* (the Act).

icare hbcf has issued this Certificate of Eligibility subject to the following limitations and conditions (and any other conditions separately imposed). This Certificate of Eligibility is not to be used as a Certificate of Insurance as required under the Act. Homeowners are not automatically covered as a result of this Certificate of Eligibility, and separate Certificates of Insurance are required in respect of individual building projects.

Details of Eligibility

Name of Insured Building Contractor: Robertsons Painting & Decorating Pty Ltd
Building Contractor's Licence Number: 223024C
Approved Open Job* Value: \$14,000,000
Approved Open Job* Number: 60

*Open jobs represent the maximum aggregate contract value and number of insured projects permitted to be incomplete at any point in time.

Maximum Contract/Project Value by Construction Type	
Construction Type	Maximum Contract Value
Single Dwelling Alterations / Additions - Structural	\$1,000,000
Single Dwelling Renovations - Non Structural	\$150,000
Multiple Dwellings Alterations / Additions - Structural	\$4,000,000
Multiple Dwellings Renovations - Non Structural	\$4,000,000

Date of issue of certificate: 18 Dec 2019
Date of expiry of certificate: 17 Dec 2022

icare hbcf

hbcf Certificate of Eligibility © State of New South Wales through NSW Self Insurance Corporation 2017

Certificate of Eligibility

Where a Builder wishes to contract for projects outside their Details of Eligibility as set out in this Certificate they should contact their approved icare hbcf distributor for assistance. This may require the provision of additional financial and/or technical information and will be subject to icare hbcf agent's approval.

This Certificate of Eligibility is not to be used as a Certificate of Insurance as required under the Act. Homeowners are not automatically covered as a result of this Certificate of Eligibility, and separate Certificates of Insurance are required in respect of individual dwellings within each building project.

- 1 This Certificate creates no contract of insurance, nor does it give any right to insurance in relation to any particular building work.
- 2 icare hbcf, acting through its agent, reserves the right to refuse any or all applications for insurance and seek additional information from the builder from time to time. This information will include, but is not limited to financial reports, project details and technical references.
- 3 The Builder's ongoing eligibility will be subject to the Builder meeting and complying, on a continuous basis, with icare HBCF eligibility conditions and review requirements.
- 4 This Certificate of Eligibility can be cancelled at any time at the absolute discretion of icare hbcf. Events that may cause cancellation include, but are not limited to: failure to address claim notifications, adverse construction performance, changes in financial structure, stability or performance, and/or failure to provide additional information fairly and reasonably required. icare hbcf may, at any time, review matters which it has previously considered when deciding whether to continue Eligibility.
- 5 The Eligibility Manual published on the icare website is a key reference source for applying for and maintaining Eligibility with the Home Building Compensation Fund.
- 6 Withdrawal of Eligibility may result in the imposition of a condition on a Builder's contractor licence under the Act limiting the Builder to contracting for work not requiring insurance under Part 6 of the Act.
- 7 If, under the Act, a Builder's contractor licence is not issued or renewed/restored, or it is surrendered, cancelled or suspended this Eligibility will not apply and will be cancelled without notice. Reinstatement of Eligibility following any of these events may be subject to a new review/assessment by icare hbcf's agent.
- 8 Work in relation to the Construction Types set out on page one of this Certificate of Eligibility may only be undertaken/contracted where permitted by the Builder's contractor licence issued under the Act. Descriptions of the work covered by the different licence classes are available on the NSW Fair Trading website at www.fairtrading.nsw.gov.au. It is an offence under the Act for a Builder to contract/undertake work not covered by their licence.
- 9 It is a condition of the contractor's eligibility that they pay an additional premium where, for any project covered by a HBCF policy, the building contract is subject to a variation (or cumulative variations) exceeding 20% of the previous contract price. The additional premium will be calculated on a pro rata basis for the difference to the previous contract price.
- 10 It is an offence under s.103EA of the Act to give false and misleading information in an application for insurance. If you have given false and misleading information to procure this Eligibility, icare hbcf will cancel the eligibility and report the matter to the relevant authority.
- 11 References on this Certificate to Builder include and apply to trade contractors and other building contractors (e.g. electricians, plumbers, carpenters, swimming pool builders etc.).
- 12 Eligibility is issued by icare HBCF for a period of 3 years. During this period some builders may be subject to annual or (in special circumstances) more regular reviews. Builders not required to submit an annual review will be given 30 days' notice of the expiry of eligibility. Unless the builder advises that eligibility is no longer required it will be renewed automatically.

Wednesday, 29 May 2019

Certificate of Currency

This is to certify that the under mentioned Policy is current at the time of issue of this Certificate of Currency, subject always to the Insuring Clause, Exclusions, Definitions, Standard Conditions and Limits of Liability set out in the Policy, its *Schedule* and its Endorsements.

Class of Insurance:	Combined General Liability
Policy Number	78 2216409 LIA
Insured	Robertson's Painting & Decorating Pty Ltd
Business	Painting & Decorating
Limit(s) of Liability	\$20000000 any one <i>occurrence</i> , limited in respect to <i>products</i> to \$20000000 any one <i>occurrence</i> and in the aggregate for <i>all occurrences</i> during the <i>period of insurance</i>
Period of Insurance	From 31 May 2019 at 4:00pm to 31 May, 2020 at 4:00pm
Territorial Limits	As defined in the Policy
Deductible	EXCESSES: Property Damage Claims \$500 Bodily Injury: Commercial Sites \$5,000 Domestic Sites \$1,000 Injury to contractors, sub contractors and labour hire \$2,500 Overspray \$2,500
Zurich's Proportion	100%
Issued	

at North Sydney on **Wednesday, 29 May 2019**



Zurich Australian Insurance Limited
ABN 13 000 296 640
AFS Licence No: 232507

Zurich Australian Insurance Limited
ABN 13 000 296 640

Level 1, 100 Pacific Highway
North Sydney NSW 2060

CONTRACTOR LICENCE

Builder



Fair
Trading

Robertsons Painting & Decorating Pty Ltd

NUMBER
223024C

U 10
56 Buffalo Rd GLADESVILLE NSW 2111



EXPIRES
21/02/2022



ROBERTSON'S REMEDIAL & PAINTING

Bulldozer licence no. 223024C

Robertson's Painting & Decorating Pty Ltd
P.O. Box 461, Drummoyne NSW 1470
ABN 16 140 746 247

Ph: 02 9181 3519
Fax: 02 9181 3507
Email: info@rpd.net.au
Web: www.rpd.net.au

CERTIFICATE OF COMPLETION

Upon Completion, Robertson's will issue a Completion Certificate which sets out the colours used and our warranty period. We also offer a complimentary inspection 12 months from completion to ensure that all painting work covered under warranty is still at our high standard.

MAINTENANCE AND INSPECTION SERVICES AVAILABLE ON REQUEST

As a valued customer Robertson's has a maintenance programme to ensure longevity of our work due to daily wear and tear on painted surfaces.

This program includes at no cost:

- **1 complimentary touch up** - For graffiti during the first year after completion of the job.
- **1 year after completion** - Courtesy call.

Robertson's can also tailor to your needs and budget -

- Program for internal touch-up to maintain a freshly painted finish.
- Program for recoating of clear finished services.
- Program for exterior touch-up.

WARRANTY

- Robertson's Painting and Decorating has a 5 Year Warranty for all workmanship.
- **However, this warranty does not extend to:**

Water penetration - Masonry - (Generally caused by Membrane Failure in balcony floors or by planter boxes).

Timber Rot - (Unless treated and repaired as stated in quotation).

Blisters to Eaves from Water Damage - (Generally caused by roof leaks, gutters leaking or wrong roof pitch).

VALIDITY

Please note our quotations are valid for 6 months.

If you wish to have your quotation updated, please contact our office on 02 9181 3519 or via email at info@rpd.net.au



ROBERTSON'S REMEDIAL & PAINTING

Bulder licence no. 223024C

Robertson's Painting & Decorating Pty Ltd
P.O. Box 461, Drummoyne NSW 1470
ABN 16 140 746 247

Ph: 02 9181 3519
Fax: 02 9181 3507
Email: info@rpd.net.au
Web: www.rpd.net.au

ABOUT US

Robertson's Painting and Decorating has been in business for over 45 years and is one of Sydney's largest and respected Painting businesses. Les Robertson, the Managing Director has over 49 years experience.

We have experienced, skilled Painters who have a wide range of industry experience. We pride ourselves on our professional and committed attitude when carrying out a job.

On acceptance of this quote you will be assigned an On Site Supervisor and Project Manager who will liaise with you on all aspects of the job to ensure it is carried out in a timely and professional manner.

Les Robertson	Managing Director	0414 719 192
Peter Robertson	Estimator	0410 499 981
Jim Georgiadis	Project Manager	0401 889 897
Drew Byrne	Estimator	0499 660 021
Nadia Peric	Office Manager	02 9181 3519

We use quality, premium brand paints. We recommend brands based on our on-site testing and experience with quality and durability. We are able to source most brands and can also offer a colour matching service irrespective of brand.

Please visit our web site www.rpd.net.au for further information.

INSURANCES

- Public Liability insurance up to \$20million.
- Workers Compensation.
- Home Warranty applies to all contracts above \$20,000 including GST, Commercial work and stand-alone internal painting are excluded.

WORK HEALTH & SAFETY

- Robertson's Painting and Decorating are compliant with Australian Standard AS/NZS ISO 9001:2008.
- Work Health & Safety and Rehabilitation Plan complying with the necessary requirements of WorkCover NSW, Work Health & Safety Act 2011, Work Health & Safety Regulation 2011.
- Workplace Injury Management & Workers Compensation Act 1998 No 86, relevant Codes of Practice and addresses the relevant elements of NSW Government WH&S Management Systems & Auditing Guidelines (5th Edition) and AS/NZS 4801.
- Environmental Management Plan. Compliance with NSW government Environmental System
- Guidelines 2nd Edition, September 2009 and Australian Standard AS/NZS ISO 14001:2004
- CM3 System registered and qualified



ROBERTSON'S REMEDIAL & PAINTING

Builder licence no. 223024C

Robertson's Painting & Decorating Pty Ltd
P.O. Box 461, Drummoyne NSW 1470
ABN 16 140 746 247

Ph: 02 9181 3519
Fax: 02 9181 3507
Email: info@rpd.net.au
Web: www.rpd.net.au

**Your quotation was prepared by the award winning Robertson's Painting and Decorating
These awards are testimony of the professionalism and commitment of our Tradespeople and
Office Staff. Our diverse customer base gives us the opportunity to showcase our expertise in all
facets of Painting and Decorating.**

OUR CLIENTS INCLUDE

- Alldis & Cox
- Australia Post
- Australian Property Services
- Body Corporate Services
- Bright & Duggan Pty Ltd
- Clisdells Strata Management Pty Ltd
- Jamesons Strata Management
- Michael Roberts Strata Management Pty Ltd
- Netstrata
- New South Wales Strata Management Pty Ltd
- O'Neill Strata Management Pty Ltd
- Raine & Horne Strata
- St George Bank
- Strata Partners Pty Ltd
- V.J. Ray Strata Division
- Westpac Bank

ROBERTSON'S PAINTING AND DECORATING ARE ASSOCIATED WITH

- Strata Community Australia
- Dulux Preferred Commercial Applicators
- Master Painters Australia N.S.W Association Inc
- NSW Business Chamber

NOTABLE PAST PROJECTS

- North Sydney Post Office
- Orange Post Office
- Sydney Town Hall
- The Queen Victoria Building
- Sofitel Hotel Wentworth
- Empress Towers Hurstville
- Park Towers Hurstville
- Rockdale Plaza
- Paragon Apartments Pymont

5.2 Dukes Painting Services

SP76137
2-14 Eve Street, Erskineville, NSW, 2043
As per Landlay Remedial Building Specification



Tender Notes

6. EXTERNAL WORKS

Item	Notes
6.1 Project Access requirements	<ul style="list-style-type: none"> - The painting works will typically be accessed by abseil. - We note we have allowed to use the existing roof anchors - We have made a small allowance for extra scaffolding in order to access areas where waterproofing works are to be undertaken

7. MISCELLANEOUSE WORK ITEMS

Item	Notes
7.2 Steel frame remediation to courtyard	<ul style="list-style-type: none"> - Cost submitted in our tender is for Powder coated aluminium slats - Extra over cost for Modwood is \$5,000.00 inc GST
7.3 Installation of new lighting fittings to external areas	<ul style="list-style-type: none"> - We note we have allowed to change all external light fittings to the façade – some 303 light fittings in total from ground level and up on to balconies.

GENERAL EXCLUSIONS

Item	Notes
Items excluded	Painting to timber fencing and gates, powder coated surfaces, the fire stairs Install, certification or modification of anchor points Modification of pergola infills to access surfaces for painting

Ref:17-241 SPEC 191128

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



Specification reference	17-241 SPEC 191128.docx
--------------------------------	-------------------------

Date	10th February 2020
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Tenderer Information	
Company Name	Dukes Painting Service Pty Ltd
ABN	26 003 549 291
Licence Number	1978 C - Builder
Address	Suite 5 / 653 Pacific Highway, Killara
Contact name	Paul Williams
Telephone	0435 778 677
Email	pwilliams@dukes.net.au

Tender summary	
Section 6: External works	
Project cost (incl GST)	\$ 1,274,526.00 -
Project cost savings (incl GST) - Alternative paint system	
Paint manufacturer	\$ -
Project duration	38 weeks
Section 7: Miscellaneous works	
Project cost (incl GST)	\$ 144,012.00 -
Project duration	10 weeks
Section 8: Internal works	
Project cost (incl GST)	\$ 91,630.00 -
Project duration	12 weeks

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



Tenderer's signature

A handwritten signature in black ink, appearing to be "Paul Williams", written over a dashed line.

Tenderer's name

Paul Williams

Witness signature

A handwritten signature in black ink, appearing to be "Tayla Kennedy", written over a dashed line.

Witness name

Tayla Kennedy

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



WORK PACKAGES

Item	Description	Lump sum cost (excl GST)
6	EXTERNAL WORK ITEMS	
3	Preliminaries	\$ 20,000.00 -
4	Insurance under HBCF (Provisional Cost)	\$ 8,000.00 -
6.1	Project access requirements	\$ 40,000.00 -
6.2	External re-waterproofing works	
6.2.2	<i>Provisional sum - Access</i>	\$ 10,000.00
6.2.3	<i>Provisional sum - Water penetration investigation and rectification</i>	\$ 200,000.00
6.3	Concrete spalling	
6.3.4	<i>Provisional quantity - concrete spalling repairs (500 Litres)</i>	
	500 at \$ 55.00 -	\$ 27,500.00 -
6.3.6	Hammer testing	\$ 10,000.00 -
6.4	Crack injection	
6.4.4	<i>Provisional quantity - crack injection (100 lineal m)</i>	
	100 at \$ 200.00 -	\$ 20,000.00 -
6.5	Re-sealing of pre-cast panel jointing	
6.5.4.1	<i>Provisional quantity - re-sealing pre-cast panel jointing (500 lineal m)</i>	
	500 at \$ 80.00 -	\$ 40,000.00 -
6.6	Render repairs	
6.6.4	<i>Provisional quantity - re-placement of edge beading (150 lineal m)</i>	
	150 at \$ 100.00 -	\$ 15,000.00 -
6.6.5.2	<i>Provisional quantity - render application (150 m²)</i>	
	150 at \$ 150.00 -	\$ 22,500.00 -
6.6.6	<i>Provisional quantity - skim rendering (250 m²)</i>	
	250 at \$ 80.00 -	\$ 20,000.00 -
6.6.7	<i>Provisional sum - Installation of additional movement joints</i>	\$ 30,000.00
6.7	Repairs to stormwater lines, rain heads and fixings	
6.7.4	<i>Provisional sum - Repair/replacement to storm water line, rain head and fixings</i>	\$ 50,000.00

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



6.8	Treatment and repair of pergola frames			
6.8.4	<i>Provisional sum - Repair/treatment to pergola frames</i>		\$	50,000.00
6.9	External common area fire door replacement		\$	6,000.00 -
6.10	Installation of capping to blade walls			
6.10.4	<i>Provisional quantity - installation of colorbond (150 lineal m)</i>			
	150 at \$ 200.00 -		\$	30,000.00 -
6.11	Installation of drip inducers to Building 3 undercroft		\$	2,500.00 -
6.12	Pressure cleaning of external surfaces		\$	57,160.00 -
6.13	Painting works		\$	500,000.00 -
7	MISCELLANEOUS WORK ITEMS			
3	Preliminaries		\$	7,000.00 -
4	Insurance under HBCF (Provisional Cost)		\$	2,000.00 -
7.1	Re-sealing walkway and abutting wall joints works			
7.1.3	<i>Provisional quantity - Re-sealing works (200 Lineal m)</i>			
	200 at \$ 60 -		\$	12,000.00 -
7.2	Steel frame feature remediation to central courtyard		\$	29,720.00 -
7.3	Installation of new light fittings to external areas		\$	67,000.00 -
7.4	Basement carpark ramp steel frame painting works		\$	13,200.00 -
8	INTERNAL PAINTING WORKS			
3	Preliminaries		\$	1,500.00 -
4	Insurance under HBCF (Provisional Cost)		\$	2,000.00 -
8.1	Internal painting works		\$	79,800.00 -

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



APPLICABLE RATES (ex GST)

Item - supply & installation, incl. prelims and profit	Value (ex GST)	Rate
Render repairs	\$ 150	- /m ²
Skim rendering	\$ 80	- /m ²
Painting (External)	\$ 35	- /m ²
Painting (Internal)	\$ 15	- /m ²
Edge beading replacement (supply, install, and repair)	\$ 100	- /lineal m
Re-sealing Pre-cast Joints (Fosroc Nitoseal MS250)	\$ 80	- /lineal m
Sealing walkway Joints	\$ 60	- /lineal m
Crack injection (Sika Injeciton 201)	\$ 200	- /lineal m
uPVC 100	\$ 200	- /6m length
uPVC 150	\$ 220	- /6m length
65mm core hole (spitter pipe)	\$ 350	- /each
100mm core hole (floor waste)	\$ 500	- /each
Control joint installation	\$ 200	- /lineal m
Colorbond capping (supply and install)	\$ 200	- /lineal m
Skim rendering	\$ 80	- /m ²
Concrete spalling	\$ 55	- /litre

Labour rates	Value	Rate
Electrician	\$100	/hr
Plumber	\$110	/hr
Labourer	\$65	/hr
Painter Ground floor	\$70	/hr
Tiler	\$85	/hr
Carpenter	\$90	/hr
Site Supervisor	\$100	/hr
Investigation works	\$85	/hr

Contract rates	Value	Rate
Preliminaries/overheads (on and site)	10	%
Profit margin (positive variations only)	15	%
TOTAL MARKUP PERCENTAGE	25	%

5.3 Integrated Asset Solutions

REMEDIAL

PAINTING

REFURBISHMENT

Remediate. Revitalise. Renew.

Delivering specialist painting, remedial building and refurbishment services.

Remedial Façade and Painting Rectification

The Owners – SP 76137

C/o Landlay Consulting Group

Motto Apartments, 2-14 Eve St, Erskineville

Date: 13 February 2020



The Owners – SP 76137

C/o Landlay Consulting Group
Motto Apartments, 2-14 Eve St, Erskineville

Dear John,

Firstly, thank you for the opportunity to tender on the proposed works in conjunction with document Ref: 17-241 SPEC 200109.

Our tender comprises this letter and proposal document, clarifications/departures and special considerations and the tender pricing schedules.

In preparing our solution, we can confirm that we have visited site on several occasions to offer the most efficient method both in access and application with the mindset of limiting impact to residents without compromising of quality and safety.

As part of our project delivery we commit as requested to full time site supervisor and project manager being responsible for the project delivery. The team will also be supported directly by the Directors, mainly being myself and David Burns.

As a forward-thinking full-service remedial building company, we recognise the responsibilities and opportunities that accompany your assets. Integrated Asset Solutions will deliver the standard of service that elevates the requirements for Strata Plan 76137.

We look forward to your response to our submission and welcome an opportunity to discuss in further detail and address questions that may arise from the assessment process.

Regards,
Integrated Asset Solutions

A handwritten signature in black ink, appearing to read 'Tim Rigney', is placed over a light grey rectangular background.

Tim Rigney
Director



Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



Specification reference	17-241 SPEC 200109.docx
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Date	10/02/2020
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Tenderer Information	
Company Name	Integrated Asset Solutions Aust Pty Ltd
ABN	88 101 054 086
Licence Number	137908C
Address	16 Distribution Place Seven Hills NSW 2147
Contact name	Tim Rigney
Telephone	0438 685 686
Email	tim.rigney@intassetsol.com.au

Tender summary		
Section 6: External works		
Project cost (incl GST)	\$ 1,422,129.50	-
Project cost savings (incl GST) - Alternative paint system		
Paint manufacturer	\$	-
Project duration	26	weeks
Section 7: Miscellaneous works		
Project cost (incl GST)	\$ 76,170.60	-
Project duration	4	weeks
Section 8: Internal works		
Project cost (incl GST)	\$ 83,657.20	-
Project duration	5	weeks



Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



Tenderer's signature



Tenderer's name

Tim Rigney

Witness signature



Witness name

David Burns



Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



WORK PACKAGES

Item	Description	Lump sum cost (excl GST)
6	EXTERNAL WORK ITEMS	
3	Preliminaries	\$6,000 -
4	Insurance under HBCF (Provisional Cost)	\$30,440 -
6.1	Project access requirements	\$19,780 -
6.2	External re-waterproofing works	
6.2.2	Provisional sum - Access	\$ 10,000.00
6.2.3	Provisional sum - Water penetration investigation and rectification	\$ 200,000.00
6.3	Concrete spalling	
6.3.4	Provisional quantity - concrete spalling repairs (500 Litres)	
	500 at \$ -	\$33,500 -
6.3.6	Hammer testing	\$5,400 -
6.4	Crack injection	
6.4.4	Provisional quantity - crack injection (100 lineal m)	
	100 at \$ -	\$23,000 -
6.5	Re-sealing of pre-cast panel jointing	
6.5.4.1	Provisional quantity - re-sealing pre-cast panel jointing (500 lineal m)	
	500 at \$ -	\$31,500 -
6.6	Render repairs	
6.6.4	Provisional quantity - re-placement of edge beading (150 lineal m)	
	150 at \$ -	\$9,900 -
6.6.5.2	Provisional quantity - render application (150 m ²)	
	150 at \$ -	\$19,080 -
6.6.6	Provisional quantity - skim rendering (250 m ²)	
	250 at \$ -	\$16,500 -
6.6.7	Provisional sum - Installation of additional movement joints	\$ 30,000.00
6.7	Repairs to stormwater lines, rain heads and fixings	
6.7.4	Provisional sum - Repair/replacement to storm water line, rain head and fixings	\$ 50,000.00



Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



6.8	Treatment and repair of pergola frames		
6.8.4	<i>Provisional sum - Repair/treatment to pergola frames</i>	\$	50,000.00
6.9	External common area fire door replacement	\$14,400	-
6.10	Installation of capping to blade walls		
6.10.4	<i>Provisional quantity - installation of colorbond (150 lineal m)</i>		
	150 at \$	-	\$24,300 -
6.11	Installation of drip inducers to Building 3 undercroft	\$2,200	-
6.12	Pressure cleaning of external surfaces	\$30,188	-
6.13	External painting works	\$686,657	-
7	MISCELLANEOUS WORK ITEMS		
3	Preliminaries	\$1,200	-
4	Insurance under HBCF (Provisional Cost)	\$902	-
7.1	Re-sealing walkway and abutting wall joints works		
7.1.3	<i>Provisional quantity - Re-sealing works (200 Lineal m)</i>		
	200 at \$	-	\$17,000 -
7.2	Steel frame feature remediation to central courtyard Option 1	\$29,440	-
7.3	Installation of new light fittings to external areas	\$3,864	-
7.4	Basement carpark ramp steel frame painting works	\$16,840	-
8	INTERNAL PAINTING WORKS		
3	Preliminaries	\$1,200	-
4	Insurance under HBCF (Provisional Cost)	\$902	-
8.1	Internal painting works	\$73,950	-



Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



APPLICABLE RATES (ex GST)

Item - supply & installation, incl. prelims and profit	Value (ex GST)	Rate
Render repairs	\$128 -	/m ²
Skim rendering	\$66 -	/m ²
Painting (External)	\$35 -	/m ²
Painting (Internal)	\$20 -	/m ²
Edge beading replacement (supply, install, and repair)	\$66 -	/lineal m
Re-sealing Pre-cast Joints (Fosroc Nitoseal MS250)	\$75 -	/lineal m
Sealing walkway Joints	\$75 -	/lineal m
Crack injection (Sika Injection 201)	\$230 -	/lineal m
uPVC 100	\$150 -	/6m length
uPVC 150	\$200 -	/6m length
65mm core hole (spitter pipe)	\$TBC -	/each
100mm core hole (floor waste)	\$TBC -	/each
Control joint installation	\$TBC -	/lineal m
Colorbond capping (supply and install)	\$162 -	/lineal m
Skim rendering	\$78 -	/m ²
Concrete spalling	\$75 -	/litre

Labour rates	Value	Rate
Electrician		/hr
Plumber		/hr
Labourer		/hr
Painter		/hr
Tiler		/hr
Carpenter		/hr
Site Supervisor		/hr
Investigation works		/hr

Contract rates	Value	Rate
Preliminaries/overheads (on and site)		%
Profit margin (positive variations only)		%
TOTAL MARKUP PERCENTAGE		%



About Us

Integrated Asset Solutions which is part of the Solutions Group of Companies, is a leading provider delivering specialist remedial building services across Sydney and NSW.

We are proud to be Australian Owned with combined group turnover of \$95.0M. The Solutions Group is committed to WHS, quality and the environment which is testament to what we have achieved.

We offer affordable remedial building solutions, tailored to your requirements, no matter the size or nature of the project. These tailored solutions ensure our projects are delivered on time, on budget and the safest way possible ensuring seamless delivery and project outcomes.

Integrated Asset Solutions has a combined 60 years wealth of knowledge with key deliverables in quality control and management, communication and a focus on safety management ensuring every finished project is one that we are proud of.

	<h3>WE'RE ACCREDITED</h3> <p>We pride ourselves on the level of quality we deliver on each and every project and the positive feedback we receive.</p> <p>Our service delivery models are safeguarded with a Third-Party Accreditation to give you the security of a reliable partner who delivers dependable, superior outcomes.</p> <div data-bbox="1241 969 1412 1261"></div>
<h2>25 YEARS</h2> <p>Established in 1993 by Managing Director Tim Buckle, Solutions Group has grown to be a leading provider within property maintenance.</p>	<h3>SOLUTIONS PRODUCTION SYSTEM</h3> <p>An industry first, our tried and tested Solutions Production System ensures our focus on our clients never wavers</p> <div data-bbox="646 1456 1396 1556"></div>



IAS Team

To deliver this project in line with expectations from all parties the following team and structure will be applied for this project:

Your IAS Team



Tim Buckle

Tim Buckle has been involved in the building and landscape industry since 1993, a fully licensed builder and qualified in many fields of property maintenance and construction. From modest beginnings the Solutions group founded and owned by Tim has continued to grow through his commitment for success and the desire to add value to these sectors through the Solutions Group of offerings.



Hamish Inglis

Hamish has been involved in the building and property maintenance industry for the past 23 years in New South Wales, ACT, Queensland, Victoria, Western Australia and Northern Territory. Hamish enforces cost effective management principles and streamlined service practices to provide innovative management solutions to key industry markets.



David Burns

Having completed his Painting and Decorating apprenticeship in Scotland with City & Guilds, David Burns has been working within the industry for over 35 years. He brings his experience and knowledge to IAS through exceptional understanding of products, application and project management.



Tim Rigney

Having gained over 20 years' experience within the construction industry, Tim Rigney has adapted his skills within remedial building and painting sectors. Tim brings unparalleled industry knowledge within remedial building with seamless project delivery and client results to the IAS team.



Project Management & Compliance Structure

Tim Buckle
Licence & Supervisor

Tim Rigney

David Burns

Michael Warren
WHSE Manager

Licence Holder & Licenced Supervisor

Remedial Repairs Diagnosis Management
Contract & Invoicing Management
Local Council Management
Works programming
Quality& Audit Management

Project management
Site Management

Health & Safety Management
WHS Compliance
Environmental Compliance
Staff Training & Support



Project References – Current

168 Kent Street, Sydney NSW 2000

190 Apartments – 4 Commercial Lots

Project Value: >1 M

Duration: 6 Months

Access: Swing Stage, Fixed Scaffold & Industrial Rope Methods

Completed Works Package:

External Façade Coating Application

Concrete Spalling,

Sealant Replacement

Render Remediation

Lighting Upgrade

Window Rectification



5.4 Paynter Dixon Remedial

10 February 2020

Job Ref: PDR 1/325

Mr Nicholas Corak
The Owners of Strata Plan 76137
C/- Landlay Consulting Group Pty Ltd
Lot 39-40, 76b Edinburgh Road
MARRICKVILLE NSW 2204

Dear Nicholas,

RE: 2-14 EVE STREET, ERSKINEVILLE – FAÇADE REMEDIATION AND PAINTING WORKS

Further to your recent tender request we are pleased to submit our quotation associated with the façade remediation and painting works at 2-14 Eve Street, Erskineville.

We have based our submission on the remedial building specification by Landlay Consulting Group Pty Ltd referenced 17-241 SPEC 191128 and dated 4 December 2019.

We have allocated a full-time site supervisor on this project to ensure the quality and safety of the project exceeds expectations.

We have allowed for an access methodology where we do not require access into units for the painting works.

1. CAPACITY AND CAPABILITY

With over 100 years of experience, PD Remedial Pty Limited as part of the Paynter Dixon Group of companies has worked across all sectors of the construction industry. Our experience within the remediation sector is extensive, specialising in work within occupied buildings and undertaking projects that range in size from smaller alterations to large extensive projects.

We have a strong passion for safety, quality and the environment which is exemplified by the successful attainment of the following accreditations:

Work Health & Safety

PD Remedial operates a WH&S system that has been independently certified to AS4801:2001.

Quality Assurance

PD Remedial operates a Quality Management system that has been independently certified to AS9001:2008.

Environmental Management

PD Remedial operates an Environmental Management system that has been independently certified to AS14001:2004.

The project team members we propose have many years of experience in the successful delivery of projects and specific experience in the remediation of occupied buildings. Key skills and experience of our project team include, but are not limited to:

- Managing safety, the environment and quality;
- Stakeholder and risk management;
- Technical competence and design management;
- Critical thinking and problem solving;
- Relationships building;
- Project programme formulation and constraint management;
- Corrective action and change management.

2. EXPERIENCE

Our remedial team members have decades in combined experience working in occupied buildings similar to this project. We understand the importance of communication and due consideration to the occupants and neighbours.

We believe a strong communication relationship between our site team, the clients project delivery team and the on-site building management team is crucial to ensure the property can operate as efficiently as possible during the works. As such we will ensure our project team is sufficiently resourced, including the provision for a full-time site supervisor, to complete the project in this manner.

PD Remedial have recently completed the following projects:

- Botany Road, Alexandria
 - PD Remedial were contracted to replace over 100 windows to this property in Alexandria. Due to the location of the property all access was by swinging stages and boom lifts. In addition to the window works, we were contracted to re-waterproof numerous balconies.
- Henderson Road, Eveleigh
 - PD Remedial are contracted to complete rectification works to internal bathrooms and external balcony areas. This project involves over 40 bathrooms and 30 balconies which require remediation works to be completed. Due to the number of lots involved, the communication on this project is imperative. We have a dedicated client liaison on this project which we have found is working well.
- The Bond Apartments – 38 Hickson Road, Sydney
 - PD Remedial completed waterproofing works to the roof slab of this prominent apartment block in the heart of the CBD. Due to it's location all material handling was completed with the use of a crane. The owner's remained within their residence during the works.
- Kent Street Sydney
 - PD Remedial completed waterproofing works to the roof of this iconic building to stop water ingress into the tenancies below. All tenancies operated as normal during the works, as such we completed noisy works out of hours to accommodate this.
- 30 Gadigal Ave, Zetland
 - PD Remedial were contracted to complete rectification works to internal bathrooms and external areas. Applying waterproofing correctly is timely, with drying times and correct substrate preparation critical. As such we were constantly in and out of apartments. As such we ensure all thoroughfare areas were protected and residents we kept up to date with work schedules.

- Hyde Park Plaza, Sydney
 - PD Remedial were contracted to complete waterproofing works to the Level 15 Terrace to the Hyde Park Plaza building. This project also included door replacement, new awning installation and cavity flashing replacement. During the works the hotel section of this property was still in operation.
- Paragon Apartments, Pyrmont
 - PD Remedial were contracted to complete waterproofing and Façade repair works to this property. Works involved render repair, concrete repair and waterproofing. With access to certain areas being difficult, some of these works were completed by accredited abseilers.

References can be provided on request.

3. SUMMARY OF PROJECT COST

Our quotation for the External, Miscellaneous and Internal works is \$ 1,686,924 Including GST as detailed in the attached schedules.

4. PROGRAMME

We anticipate an on-site construction programmes of 16 working weeks. Site commencement will occur once all necessary product procurement and subcontract lettings have been completed.

We suggest that a collaborative review and agreement by project stakeholders of this programme be undertaken prior to our commencement, to achieve this target programme.

5. CLARIFICATIONS AND OMISSIONS

The following clarifications apply to this offer:

- Our offer is based on current legislation and building regulations applicable to this development and resulting approvals. We have not allowed for, both in duration and cost both directly or implied, the effects of the Building and Development Certifiers Regulation 2019 and the Design and Building Practitioners Bill 2019.
- Our programming and pricing assumes unhindered access will be provided/available to all work areas in accordance with the requirements of the construction. All lifts are assumed to be freely available for use.
- It is assumed all/any negotiations with neighbours, if required, will be undertaken 'by others' at no cost to the contractor.
- In addition to a number of allocated car spaces, it is understood that ablutions and secure space will be provided in the basement for use as site amenities (ie; office, lunch room, etc.) at no cost to the contractor.
- We have allowed for a dilapidation report to the external of the subject property only. No provision has been included for inspections and reports to Authority assets and/or neighbouring properties.
- The rate provided for Item 6.5 (Re-sealing Pre-cast Panel Jointing) allows for a joint width up to 25mm.
- All roof safety and access systems to all buildings will be installed and certified (by others) prior to commencement.
- We have allowed to paint "in and around" the various structures with all fixed items such as light fittings, plant hangers, clotheslines, door hardware, signage and the like deemed to remain in-situ (ie; no provision has been allowed to remove and reinstall any fixed items). Where replaced, we have allowed to re-use the existing door hardware and signage (4 off new doors).
- We have allowed for Option 2 for Item 7.2 (Steel Frame Feature Remediation) and understand this excludes any works to the adjacent fencing (nb; Modwood have advised they are unable to match both the sizes and span requirements).
- We have allowed for a provisional quantity 300 off fittings for Item 7.3 (Installation Of New light Fittings to external Areas) with the rate provided assuming sufficient access will be made available to replace a minimum of 16 off fittings per day.

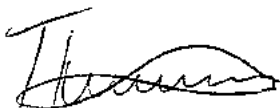
- All rates provided are valid for quantities within +/- 15% of the nominated quantities.
- We submit our offer on a lump sum basis. All itemised/scheduled pricing should be considered as indicative only (nb; not separable), provided for the sole purposes of assisting in the assessment process.
- All provisional sums are deemed to be inclusive of the applicable contractors' overheads and profit margin.

The following Omission apply to this offer:

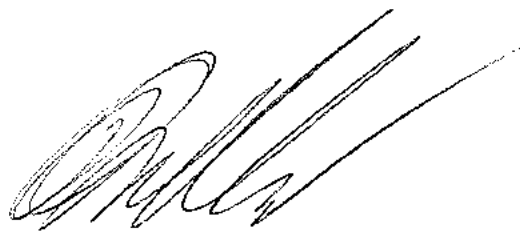
- All/any consultant engagement, co-ordination and costs (eg; Architect, Engineer, Services, Section J, Acoustic, Hazardous Materials, Fire Engineer, BCA/PCA and the like) as may be required by the project.
- BCA / Australian Standards compliance assessments and/or resultant upgrade works throughout the subject properties.
- DA/CDC, CC and Authority approvals, fees, charges, contributions and the like.
- Payment of the Long Service Leave (LSL) levy.
- Delays (and associated costs) beyond the control of the contractor.
- Out of hours and weekend work.
- Out of hours security patrols or back to base security systems during construction.
- Water and power consumption costs (assumed locally available from within the units).
- Temporary and/or permanent works to existing security systems.
- Latent conditions (eg; hazardous materials) and any/all associated consequential costs.
- Acceptance of responsibility for the existing building structure and fabric.
- Acceptance of responsibility/liability for unit owners/tenants goods and furniture (nb; no provision has been included for condition assessments, removal, storage, reinstatement and the like of these items – to be managed by others in accordance with the builders programme).
- All landscaping works (ie; trimming, pruning, removal, reinstatement and the like) as required to provide suitable access to work areas.
- All/any painting works to timber fencing

We trust the above meets your satisfaction and look forward to working with you on this exciting project. Should you require any further information, please do not hesitate to contact Tim Kurniadi on 0437 446 160.

Yours sincerely
PD REMEDIAL PTY LIMITED



Tim Kurniadi
Business Manager



Paul Dekker
Senior Estimator



2-14 EVE STREET, ERSKINEVILLE STRATA PLAN 76137

10 FEBRUARY 2020

CONTENTS

SCHEDULE 01

TENDER FORM	3
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SCHEDULE 02

PROJECT TEAM CVs	8
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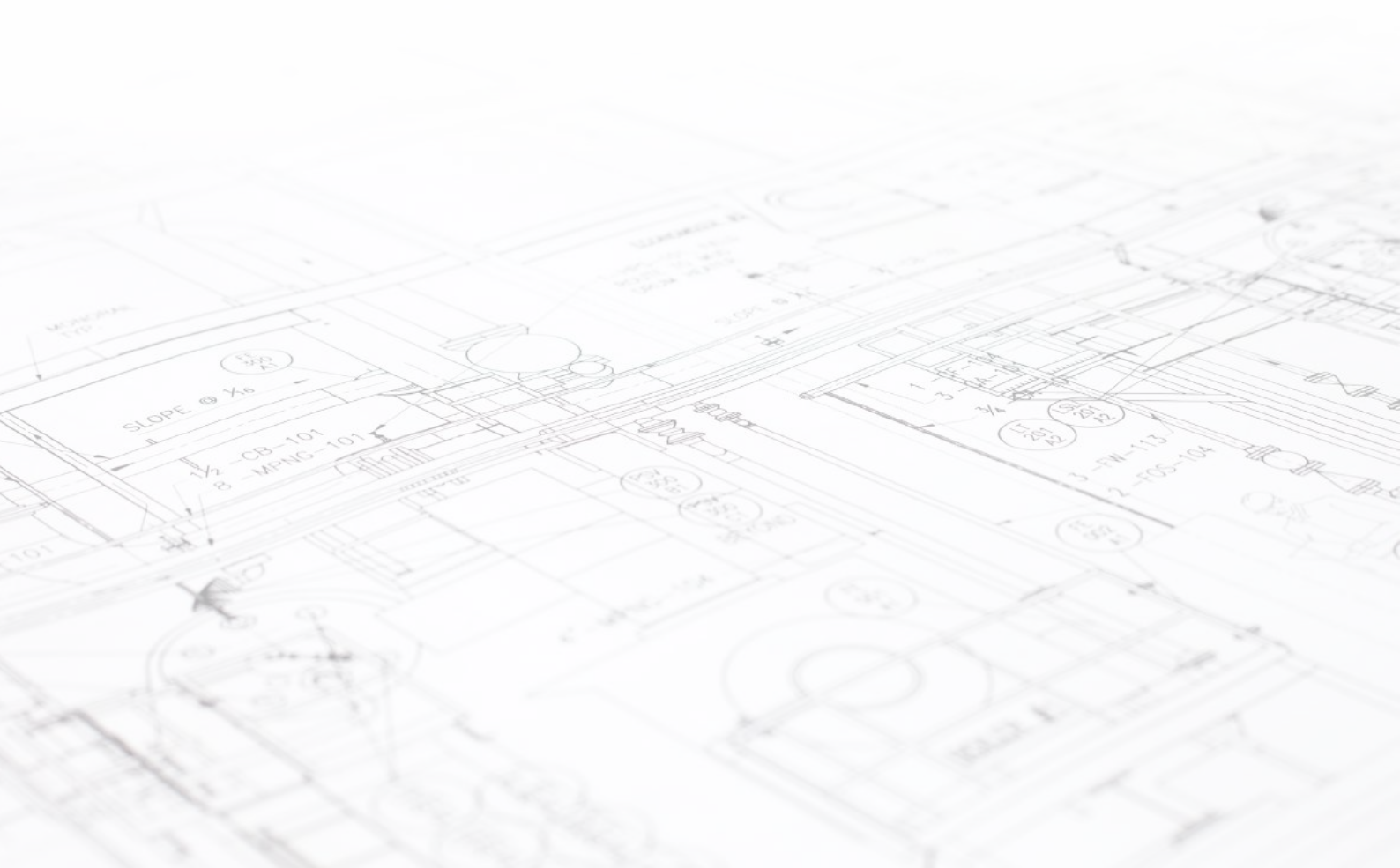
SCHEDULE 03

ABOUT PAYNTER DIXON REMEDIAL	13
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01

SCHEDULE 01

➤ TENDER FORM



TENDER FORM

Project address: 2-14 Eve Street, Erskineville

Strata Plan: 76137

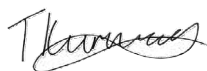
Specification reference	17-241 SPEC 191128.docx
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Specification reference	10 February 2020
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Tender Information	
Company name	PD Remedial Pty Ltd
ABN	57 611 789 489
Licence number	302218C
Contact name	Tim Kurniadi
Telephone	02 9797 5555
Email	tim.kurniadi@pdremedial.com.au

Tender Summary	
Section 6: External works	
Project cost (incl. GST)	\$1,496,220
Project cost savings (incl GST) - Alternative paint system	
Project duration	16 weeks
Section 7: Miscellaneous works	
Project cost (incl. GST)	\$128,876
Project duration	Included in Section 6
Section 8: Internal works	
Project cost (incl. GST)	\$61,831
Project duration	Included in Section 6

Tenderer's Signature



Witness Signature



Date: 10 February 2020

Date: 10 February 2020

WORKS PACKAGES

Item	Description	Lump sum cost
6	EXTERNAL WORK ITEMS	
3	Preliminaries	\$114,228
4	Insurance under HBCF	\$30,360
6.1	Project access requirements	Included
6.2	External re-waterproofing works	
6.2.2	Provisional sum - Access	\$10,000
6.2.3	Provisional sum - Water penetration investigation and rectification	\$200,000
6.3	Concrete spalling	
6.3.4	Provisional quantity - concrete spalling repairs (500 Litres) 500 at \$249.70	\$124,850
6.3.6	Hammer testing	\$23,418
6.4	Crack injection	
6.4.4	Provisional quantity - crack injection (100 lineal m) 100 at \$308	\$30,800
6.5	Re-sealing of pre-cast panel jointing	
6.5.4.1	Provisional quantity - re-sealing pre-cast panel jointing (500 lineal m) 500 at \$110	\$55,000
6.6	Render repairs	
6.6.4	Provisional quantity - re-placement of edge beading (150 lineal m) 150 at \$121	\$18,150
6.6.5.2	Provisional quantity - render application (150 m²) 150 at \$132	\$19,800
6.6.6	Provisional quantity - skim rendering (250 m²) 250 at \$110	\$27,500
6.6.7	Provisional sum - Installation of additional movement joints	\$30,000
6.7	Repairs to stormwater lines, rain heads and fixings	
6.7.4	Provisional sum - Repair/replacement to storm water line, rain head and fixings	\$50,000
6.8	Treatment and repair of pergola frames	
6.8.4	Provisional sum - Repair/treatment to pergola frames	\$50,000
6.9	External common area fire door replacement	\$11,396
6.10	Installation of capping to blade walls	
6.10.4	Provisional quantity - installation of colorbond (150 lineal m) 150 at \$220	\$33,000
6.11	Installation of drip inducers to Building 3 undercroft	\$1,492
6.12	Pressure cleaning of external surfaces	\$57,561
6.13	External painting works	\$472,645

7	MISCELLANEOUS WORK ITEMS	
3	Preliminaries	Included in Section 6
4	Insurance under HBCF	\$2,200
7.1	Re-sealing walkway and abutting wall joints works	
7.1.3	<i>Provisional quantity - Re-sealing works (200 Lineal m) 200 at \$66</i>	\$13,200
7.2	Steel frame feature remediation to central courtyard	\$43,071
7.3	Installation of new light fittings to external areas	\$51,150
7.4	Basement car park ramp steel frame painting works	\$7,539
8	EXTERNAL WORK ITEMS	
3	Preliminaries	Included in Section 6
4	Insurance under HBCF (provisional cost)	\$1,210
8.1	Internal painting works	\$55,000
SUBTOTAL		\$1,533,570
GST		\$153,357
TOTAL LUMP SUM PRICE		\$1,686,927

APPLICABLE RATES (EXCLUDING GST)

Description	Value	Rate
Render repairs	\$132	/m ²
Skim rendering	\$110	/m ²
Painting (External)	\$60	/m ²
Painting (Internal)	\$40	/m ²
Edge beading replacement (supply, install, and repair)	\$121	/lineal m
Re-sealing Pre-cast Joints (Fosroc Nitoseal MS250)	\$110	/lineal m
Sealing walkway Joints	\$66	/lineal m
Crack injection (Sika Injeciton 201)	\$308	/lineal m
uPVC 100	\$100	/6m length
uPVC 150	\$50	/6m length
65mm core hole (spitter pipe)	TBA	/each
100mm core hole (floor waste)	TBA	/each
Control joint installation	N/A	/lineal m
Colorbond capping (supply and install)	\$220	/lineal m
Skim rendering	\$110	/m ²
Concrete spalling	\$249.70	/litre

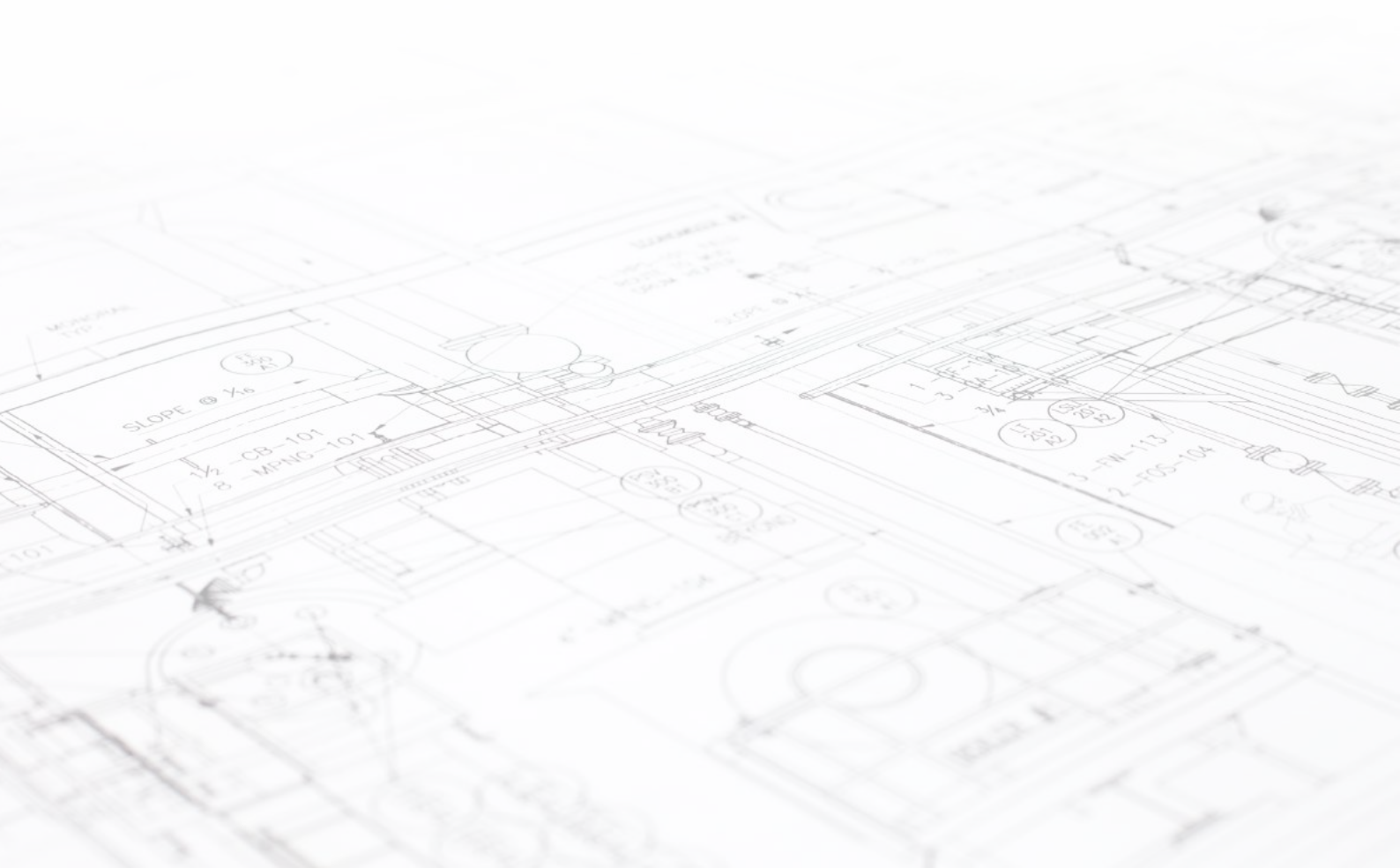
Labour rates (excluding overhead and profit)	Rate
Electrician	\$130/hr
Plumber	\$130/hr
Labourer	\$80/hr
Painter	\$85/hr
Tiler	\$90/hr
Carpenter	\$110/hr
Site Supervisor	\$155/hr
Investigation works	\$185/hr

Contract rates	Percentage
Preliminaries/overheads	10%
Profit margin (positive variations only)	10%
TOTAL MARKUP PERCENTAGE	20%

02

SCHEDULE 02

➤ PROJECT TEAM CVs





David Trethewy **Operations Manager, Construction**



Certificate IV Business Leadership
Clerk of Works Certificate
Trade Certificate - Carpentry & Joinery



Experience

David draws on experience and exceptional project management skills to lead our construction teams on complex and technically challenging projects, ranging from occupied sites with tight construction zones to environmentally sensitive areas.

With extensive experience in a variety of building sectors including hospitality, commercial and aged care, David injects his practical construction experience and infectious passion into every project. A skilled negotiator, David has an established track record in managing challenging construction sites in busy live environments..

Project-specific role

In his role, David is responsible for all construction related operations and supervises a team of project managers, contract administrators, site supervisors and site staff. Day-to-day, David is responsible for overseeing the project management planning, cost management, time management, quality management, contract administration and safety management processes and practices within the construction teams.



Travelodge Sydney Façade Remediation
109 Ocean Street, Narrabeen
110 Goulburn Street, Sydney
120–124 Rangers Road, Cremorne
48 Henderson Road, Eveleigh
252 Botany Road, Alexandria
The Chelsea - 110 Sussex Street, Sydney
45 Bowman Street, Pyrmont
The Arc Apartments Zetland
Paragon Apartments, Pyrmont
The Bond Apartments
383 Kent Street, Sydney
Hyde Park Plaza



Paul Gangemi Project Manager



Trade Certificate - Carpentry & Joinery



Experience

Paul has extensive experience in the remedial sector. He has a strong portfolio in strata and commercial projects.

Project-specific role

Paul will assume overall responsibility for on-site delivery of the project and will also be responsible for the design aspects. He will lead the project team and oversee all aspects of the day-to-day construction activities including long-range construction programming, quality assurance, safety, environmental and industrial relations. He will also be directly responsible for implementing the Construction Management Plan developed for the project.

Paul has excellent skills in site establishment, site control, and programming. He also has experience in live construction environments with hazardous materials, tight programs and building within existing structures.

Paul offers outstanding interpersonal and organisational skills along with a practical and innovative approach to construction. He is a confident, personable and motivated achiever with a high attention to detail and a proven problem-solving ability.



Travelodge Sydney Façade Remediation

Bunn Street Façade and Waterproofing Remediation, Pyrmont

Junction Fair Shopping Centre Remediation

Bourke Street Façade and Waterproofing, Moore Park

Elamang Avenue Fire Compliance and External Upgrade, Kirribilli

Kirribilli Avenue Fire Compliance and External Upgrade, Kirribilli

Upper Pitt Street Façade Remediation, Kirribilli

King Street Façade Remediation, Newtown



Tim Kurniadi Business Manager



Bachelor of Civil Engineering (Hons)
Diploma in Engineering Practice
Certificate III in Construction Waterproofing



Experience

Holding extensive experience within the remedial sector, Tim is highly regarded among industry professionals and has successfully applied his engineering background to assist clients throughout each project life cycle. With an emphasis on collaboration and partnering, Tim ensures each client is provided an outstanding, cost-efficient service.

Project-specific role

As Business Manager within Paynter Dixon Remedial, Tim concentrates on the operation, methodology and construction practices across each remedial project. This includes ensuring stakeholder expectations are met, ensuring each project is treated with due respect, and ensuring any complications are resolved quickly and professionally.



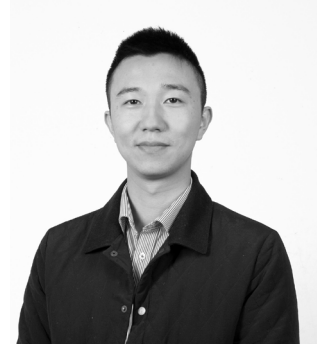
The Arc Apartments Zetland
Paragon Apartments, Pyrmont
The Bond Apartments
383 Kent Street, Sydney
Hyde Park Plaza
Moore Park Gardens Apartments
Kiora Road Miranda
Sydney Tower
Billyard Avenue, Elizabeth Bay
First Avenue, Campsie
Kangaroo Street, Manly
Reservoir Street, Surry Hills
Westfield Miranda
Westfield Hurstville
Phillip Street, Sydney
Castlereagh Street, Sydney
UNSW Quad
Elizabeth Bay Road, Elizabeth Bay



Philip Chen **Contracts Administrator**



Bachelor of Civil Engineering



Experience

Philip is a highly skilled Contracts Administrator with particular skills in remedial and commercial projects. An excellent communicator, he works very effectively as part of a team, liaising with consultants, subcontractors and the project team.

Project-specific role

As Contract Administrator, Philip is responsible for all of the commercial functions of the project and for controlling project expenditure. His responsibilities include head contract administration, subcontract negotiation, letting of trade packages, day works control, supply agreements and all aspects of procurement on the project.

Philip will also perform an important reporting function on the project, preparing project cost reports, progress claims and cost forecasting. He will also manage trade package documentation and budgeting and be responsible for ensuring the contractual obligations are identified and correctly addressed.



Travelodge Sydney Façade Remediation

Rhodes Meriton Apartment – 2 Marquet St, Rhodes

The Chelsea – 110 Sussex St, Sydney

49 Henderson Road, Eveleigh

20 Rangers Road, Cremorne

14 Griffin Place, Glebe

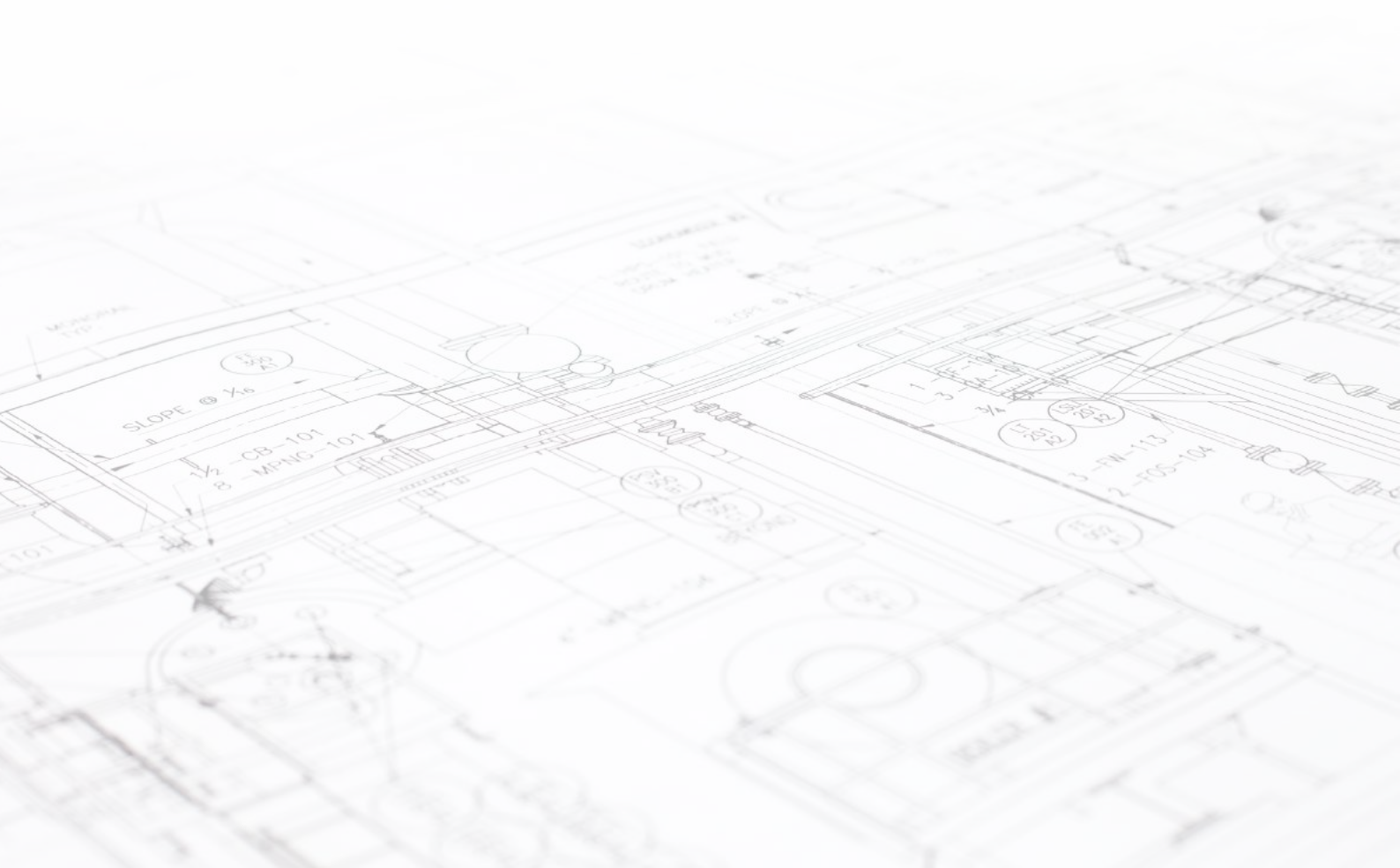
396 – 398 Canterbury Road, Canterbury

The Lofts 2 – 208 – 214 Parramatta Road, Homebush

03

SCHEDULE 03

➤ ABOUT PAYNTER DIXON REMEDIAL



COMPANY PROFILE

PAYNTER DIXON REMEDIAL IS A LEADING PROVIDER OF SPECIALIST REMEDIAL & CIVIL SERVICES.

With operational capability throughout NSW, ACT, VIC and QLD, we provide innovative, cost-effective and time-efficient remedial solutions across a number of core sectors.

The professional team boasts extensive knowledge within remedial, restorative and preventative disciplines to ensure each project is diligently delivered with an unrivalled service to match.

With an emphasis on collaboration and partnering, we ensure every one of our clients are kept informed throughout the project life cycle resulting in a seamless delivery.

Our alliance with the Paynter Dixon Group provides us with not only a long-established platform, but also access to the very best resources within the industry.

CORE SECTORS

- | | | |
|--------------------|------------------|-------------|
| ➤ Residential | ➤ Infrastructure | ➤ Education |
| ➤ Commercial | ➤ Governmental | ➤ Health |
| ➤ Resources/Mining | ➤ Heritage | ➤ Leisure |



SERVICES

WE OPERATE ACROSS A WIDE RANGE OF SECTORS DELIVERING HIGH-QUALITY PROJECTS.

We work tirelessly to meet our client's requirements and to deliver each project on time and budget. That means working closely with each client and team of consultants to provide a tailored solution offering and ensuring a seamless delivery.

Paynter Dixon Remedial has a highly experienced team and every one of them is a specialist. When it comes to your project, you'll be assigned a team based on their expertise and the nature of the project requirements.

At Paynter Dixon Remedial, we understand that no two projects are the same. That's why we have teams who are highly experienced at managing projects of various sizes, across different sectors, and in different localities across Australia.

Part of what makes Paynter Dixon Remedial different is the extent to which we embrace our clients' feedback to shape the experience we offer on our future projects. We're not afraid to question the norm, and use client feedback to implement changes that are designed to improve our service offering.

OUR PROCESS



TECHNICALLY ABLE, PROFESSIONALLY DELIVERED.

SERVICES

WATERPROOFING & MEMBRANES

- Torch-on membranes
- PVC, TPO and rubber sheet membranes
- Liquid membranes (polyurethane, polyurea and bituminous)
- Façade coating systems
- Injection systems
- Silane coatings
- Waterstops & sealants

HERITAGE REFURBISHMENT

- Brickwork replacement and repointing
- Brickwork stitching, strengthening and repairs
- Masonry repairs
- Architectural preservation
- Rainwater systems and flashings
- Roofing repairs

FAÇADE REPAIR

- Render repair systems
- Façade coating systems
- Façade surveys and diagnosis
- Window compliance and replacement works
- Balustrade systems
- Façade cladding
- Efflorescence removal and rectification

CONCRETE REPAIR

- Cementitious repair mortars
- Epoxy repair mortars
- Polymer modified repair
- Mortars
- Shotcrete repairs
- Corrosion inhibitors
- Magnasite removal and repair
- Concrete investigation, analysis and diagnosis

FLOORING SYSTEMS

- Epoxy floor systems
- Polyurethane floor systems
- Cementitious floor systems
- Concrete sealers and floor polishing
- Impact mitigation systems
- Non-slip coatings
- Cementitious levelling

STRUCTURAL REPAIR

- Carbon fibre strengthening
- Structural strengthening
- Structural bonding
- Grouting and fixing
- Structural epoxy
- Post-tensioning truncations
- Structural glazing and curtain wall repair

JOINT REPAIR SYSTEMS

- Expansion compression joints
- High-impact joints
- Waterproof joints
- Complex plate joints
- Glass aluminium façade joints
- Hypalon joint systems
- Movement joints
- Structural engineering joints

CIVIL SERVICES

- Steel protections
- Earthing and rail works
- Surface treatments
- Concrete technology
- Cathodic protection
- Precision routing
- Acid protection
- Abrasive blasting and painting

5.5 RM Watson



RM WATSON PTY LTD

TENDER SUBMISSION

2-14 EVE STREET, ERSKINEVILLE

THE OWNERS STRATA PLAN 76137

FAÇADE REMEDIATION & PAINTING WORKS



PREPARED FOR LANDLAY CONSULTING GROUP

QUOTATION No: Q20011

RM Watson Pty Ltd
ABN: 13 000 264 602
2 Gordon Street
Annandale NSW 2038
Ph: 9517 3366

10 February 2020

Landlay Consulting Group Pty Ltd
Via Email: edwardc@landlay.com.au;
nickc@landlay.com.au

QUOTATION No: Q20011

Attention: Edward Chalak

Dear Sir,

RE: 2-14 EVE STREET, ERSKINEVILLE – FACADE REMEDIATION & PAINTING WORKS

Further to your invitation to tender for the abovementioned works, we have pleasure in submitting the attached tender schedule and following information for your consideration.

We confirm our tender is based on the documentation provided, Landlay Consulting's specification, reference:17-241 SPEC 200109.

1. ACCESS & METHODOLOGY – We have allowed to access the façade through a variety of elevated work platforms and industrial rope technicians. Also, some access through apartments onto the balconies will be required, and ladder or mobile scaffold will be utilised in these areas. We assume that all roof anchor points are currently certified and suitable for rope access works. We have allocated a provisional allowance for access relating to remedial building works of \$20,000.
2. PRELIMINARIES – We confirm use of site power, water, toilet facilities and a minimum 3 park spaces in basement for lunchroom and storage will be provided at no cost to RMW. We have allocated a provisional allowance for council permits and traffic control of \$6,000 and \$15,000 respectively, for all related works.
3. PROGRAMME – We estimate a preliminary programme of 20 weeks. This programme does not factor in circumstances outside our direct control including inclement weather and works outside the scope.
4. INSURANCES – Our tender makes no allowance for contract works insurance as it is not applicable to this project.
5. HAZARDOUS MATERIALS – Our tender makes no allowance for treatment or handling of hazardous materials excluding removal and disposal of the bonded asbestos eave linings.
6. DILAPIDATION SURVEY – We have allowed for a dilapidation survey to be provided in soft copy form only.
7. GARAGE ACCESS – Please note when the driveway steelwork painting is being undertaken there will be a requirement to block off 1 lane at a time to complete these works.
8. GARDENS – While all care will be taken to minimise damage to vegetation, we have not allowed for any make good to this vegetation. We have allowed to trim some vegetation to enable use of our access equipment.
9. REPAIRS – All repairs will be measured and charged at the rates nominated in the tender schedule, or on a cost-plus basis.
10. BALCONY FURNITURE – We have made no allowance in our tender for the removal and storage of balcony furnishings, the balconies will need to be free and clear of obstructions prior to commencement of works.

11. **SUSPENDED SLAB LOAD CAPACITY** – The superintendent/owners will be responsible for confirming that any suspended slabs will have a safe work loading capacity for the mechanical access equipment.
12. **PAINTING WORKS** – Loose, flaking or blistered paintwork shall be removed by scraping and sanding to a firmly adhered edge. All edges shall be feathered off using hand or power sanding, prior to bare areas being suitably spot primed. We have made no allowance for the complete removal of painted surfaces. All vegetation, furniture and artwork on walls to be removed by individual owners or it will be painted around.
13. **REPLACEMENT OF EXTERNAL LIGHTS** – We confirm we have allowed to replace 200 external lights with a provisional allowance of \$100 +GST per light.

We thank you for the opportunity of pricing this work and look forward to serving you again in the future.

Yours faithfully
RM Watson Pty Ltd



Daniel Marsden
daniel.marsden@rmwatson.com.au

CONCRETE REPAIR SCHEDULE

ITEM	QUANTITY	RATE
1	Repair < 1 Litre Min Charge	\$220.00
2	1 < R < 5	\$120.00
3	5 < R < 10	\$100.00
4	Repair > 10	\$80.00

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



Specification reference	17-241 SPEC 200109.docx
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Date	10 February 2020
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Tenderer Information	
Company Name	RM Watson Pty Ltd
ABN	13 000 264 602
Licence Number	95143c
Address	2 Gordon Street, Annandale NSW 2038
Contact name	Daniel Marsden
Telephone	9517 3366
Email	daniel.marsden@rmwatson.com.au

Tender summary	
Section 6: External works	
Project cost (incl GST)	\$ 1,511,675 -
Project cost savings (incl GST) - Alternative paint system	
Paint manufacturer <u>Dulux</u>	\$ -
Project duration	16 weeks
Section 7: Miscellaneous works	
Project cost (incl GST)	\$ 102,520-
Project duration	4 weeks
Section 8: Internal works	
Project cost (incl GST)	\$ 112,420 -
Project duration	4 weeks

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



Tenderer's signature

A handwritten signature in black ink, appearing to be "DM", written over a horizontal line.

Tenderer's name

Daniel Marsden

Witness signature

A handwritten signature in black ink, appearing to be "NG", written over a horizontal line.

Witness name

Nathan Gilroy

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



WORK PACKAGES

Item	Description	Lump sum cost (excl GST)
6	EXTERNAL WORK ITEMS	
3	Preliminaries	\$ 93,000 -
4	Insurance under HBCF (Provisional Cost)	\$ 40,000 -
6.1	Project access requirements	\$ 20,000 -
6.2	External re-waterproofing works	
6.2.2	Provisional sum - Access	\$ 10,000.00
6.2.3	Provisional sum - Water penetration investigation and rectification	\$ 200,000.00
6.3	Concrete spalling	
6.3.4	Provisional quantity - concrete spalling repairs (500 Litres)	
	500 at \$ 80 -	\$ 30,000 -
6.3.6	Hammer testing	\$ 5,000 -
6.4	Crack injection	
6.4.4	Provisional quantity - crack injection (100 lineal m)	
	100 at \$ 850 -	\$ 85,000 -
6.5	Re-sealing of pre-cast panel jointing	
6.5.4.1	Provisional quantity - re-sealing pre-cast panel jointing (500 lineal m)	
	500 at \$ 208 -	\$ 104,000 -
6.6	Render repairs	
6.6.4	Provisional quantity - re-placement of edge beading (150 lineal m)	
	150 at \$ 208 -	\$ 31,200 -
6.6.5.2	Provisional quantity - render application (150 m ²)	
	150 at \$ 325 -	\$ 48,750 -
6.6.6	Provisional quantity - skim rendering (250 m ²)	
	250 at \$ 165 -	\$ 41,050 -
6.6.7	Provisional sum - Installation of additional movement joints	\$ 30,000.00
6.7	Repairs to stormwater lines, rain heads and fixings	
6.7.4	Provisional sum - Repair/replacement to storm water line, rain head and fixings	\$ 50,000.00

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



6.8	Treatment and repair of pergola frames	
6.8.4	<i>Provisional sum - Repair/treatment to pergola frames</i>	\$ 50,000.00
6.9	External common area fire door replacement	\$ 11,000 -
6.10	Installation of capping to blade walls	
6.10.4	<i>Provisional quantity - installation of colorbond (150 lineal m)</i>	
	150 at \$ 215 -	\$ 32,250 -
6.11	Installation of drip inducers to Building 3 undercroft	\$ 2,000 -
6.12	Pressure cleaning of external surfaces	\$ 65,000 -
6.13	External painting works	\$ 416,000 -
7	MISCELLANEOUS WORK ITEMS	
3	Preliminaries	\$ 2,000 -
4	Insurance under HBCF (Provisional Cost)	\$ 1,200 -
7.1	Re-sealing walkway and abutting wall joints works	
7.1.3	<i>Provisional quantity - Re-sealing works (200 Lineal m)</i>	
	200 at \$ 210 -	\$ 42,000 -
7.2	Steel frame feature remediation to central courtyard	\$ 15,000 -
7.3	Installation of new light fittings to external areas	\$ 20,000 -
7.4	Basement carpark ramp steel frame painting works	\$ 13,000 -
8	INTERNAL PAINTING WORKS	
3	Preliminaries	\$ 2,000 -
4	Insurance under HBCF (Provisional Cost)	\$ 2,200 -
8.1	Internal painting works	\$ 98,000 -

Tender submission

Project address 2-14 Eve Street, Erskineville
Strata plan 76137



APPLICABLE RATES (ex GST)

Item - supply & installation, incl. prelims and profit	Value (ex GST)	Rate
Render repairs	\$ 325 -	/m ²
Skim rendering	\$ 165 -	/m ²
Painting (External)	\$ -	/m ²
Painting (Internal)	\$ -	/m ²
Edge beading replacement (supply, install, and repair)	\$ 208 -	/lineal m
Re-sealing Pre-cast Joints (Fosroc Nitoseal MS250)	\$ 208 -	/lineal m
Sealing walkway Joints	\$ 210 -	/lineal m
Crack injection (Sika Injecton 201)	\$ 850 -	/lineal m
uPVC 100	\$ n/a -	/6m length
uPVC 150	\$ n/a -	/6m length
65mm core hole (spitter pipe)	\$ n/a -	/each
100mm core hole (floor waste)	\$ n/a -	/each
Control joint installation	\$ subject to scope-	/lineal m
Colorbond capping (supply and install)	\$ subject to size -	/lineal m
Skim rendering	\$ -	/m ²
Concrete spalling	\$ see letter -	/litre

Labour rates	Value	Rate
Electrician	100.00	/hr
Plumber	100.00	/hr
Labourer	75.00	/hr
Painter	80.00	/hr
Tiler	80.00	/hr
Carpenter	100.00	/hr
Site Supervisor	120.00	/hr
Investigation works		/hr

Contract rates	Value	Rate
Preliminaries/overheads (on and site)	20	%
Profit margin (positive variations only)	20	%
TOTAL MARKUP PERCENTAGE	20	%

PO Box 972
Parramatta NSW 2124
Tel 13 32 20
ABN 81 913 830 179
www.fairtrading.nsw.gov.au



Fair Trading

749
R M WATSON PTY LTD
2 Gordon St
ANNANDALE NSW 2038

Receipt No: 1-6872618258
Receipt Date: 25/07/2018

Note: This is also a **Tax Invoice**.
Please retain this letter for future tax purposes if required

Receipt Amount \$1639.53
Licence Number 95143C

Dear Licence Holder,

Please find attached your Contractor Licence card.

Your rights as a Contractor Licence holder are:

- You may contract and advertise to carry out work for which the licence has been issued;
- You have access to the NSW Civil and Administrative Tribunal to resolve disputes with licensed contractors, suppliers, manufacturers and consumers.

Your statutory responsibilities as a Contractor Licence Holder are:

- All work where the reasonable market value of the combined labour and material costs exceed \$5,000 must have a written contract;
- All contracts must show the names of the contractor and the consumer and must include the licence holder's name, licence number, contract price, plans and specifications (where applicable) and relevant warranties required by the Act 1989. You can download a contract for free from the Fair Trading website;
- You are not permitted to request a deposit for more than 10% of the contract price;
- Individuals holding a licence as a Builder or Swimming Pool Builder must do Continuing Professional Development (CPD) to renew their licence. Details can be found on the Fair Trading website.



PLEASE SEE OVER FOR MORE IMPORTANT INFORMATION
A division of Department of Finance, Services and Innovation

3rd April 2018

Our Ref: 08-2524 270318 REPORT MS

The Owners – Strata Plan 76137
c/- Strata Plus Pty Ltd
80 Cooper Street
SURRY HILLS NSW 2010

Attention: Maxine Wickey
Email: Maxine.Wickey@strataplus.com.au

Dear Maxine,

**Re: STRUCTURAL ASSESSMENT OF RETAINING WALL
'MOTTO APARTMENTS'
2-14 EVE STREET, ERSKINEVILLE
STRATA PLAN 76137**

In accordance with your instructions (refer *Work Order 031870*), an inspection of the subject property was conducted to assess the structural integrity of the retaining wall between the neighbouring '*Glo Apartments*' and *Nassau Lane*. The inspection was conducted on *Tuesday, 13 February 2018*.

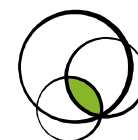
1.0 INTRODUCTION

1.1 Building description

- 1.1.1 The property known as '*Motto Apartments*' at 2-14 *Eve Street, Erskineville* accommodates one hundred and sixty (160) sole-occupancy residential units in a five-storey building constructed circa 2005.
- 1.1.2 The building features load-bearing reinforced concrete frame construction with cavity masonry infill external walls and features a basement car park.
- 1.1.3 *Nassau Lane* is situated on the southern side of *Motto Apartments*.
- 1.1.4 A masonry and steel boundary retaining wall separates *Nassau Lane* and the neighbouring property known as *Glo Apartments* at 20 *Eve Street, Erskineville*.

1.2 Qualification

- 1.2.1 For the purposes of this report, the *Eve Street* frontage of the property is deemed the western elevation.



1.3 Building Classification

- 1.3.1 The building's design and intended uses attract the following classifications in accordance with the National Construction Code (NCC) Volume 2:

Class 2: a building containing 2 or more sole-occupancy units each being a separate dwelling;

Class 10b: a structure being a fence, mast, antenna, retaining or free-standing wall, swimming pool, or the like.

2.0 OBSERVATIONS

2.1 Background

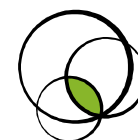
- 2.1.1 We originally inspected the wall in *September 2011* and submitted an *Engineering Report* dated *28th September 2011 (ref: 08-2524 150911 REPORT CT)*.
- 2.1.2 We understand that the steel 'I beams' were installed to support the retaining wall as a substitute for the lateral structural provisions provided by the original building.

2.2 General

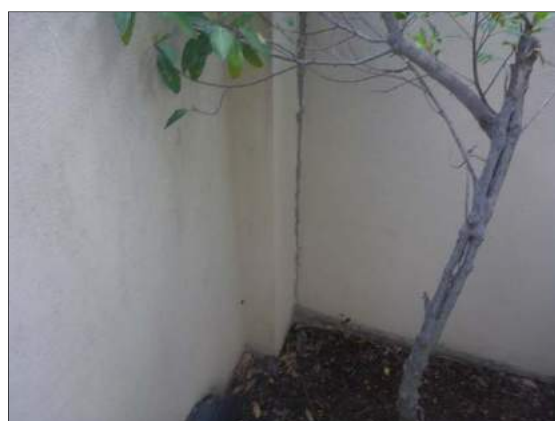
- 2.2.1 The subject retaining wall consists of single-skin brickwork with engaged piers at approximately 2000mm centres. The brick wall is approximately 1600mm-2200mm in height (measured from the concrete footing). The wall retains between 300mm-600mm of soil.
- 2.2.2 Retrofitted full height 150UB14 steel columns are located at 3400mm centres and provide lateral support to the masonry retaining wall. The steel columns are cast into a concrete casement along the base of the retaining wall.

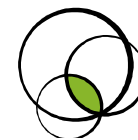


- 2.2.3 Articulation joints are located at approximately 8000mm centres along the retaining wall and have compressed from 10mm in width as required during construction, to 1mm in width.
- 2.2.4 The top course of the brickwork wall has popped/lifted in numerous locations along the wall due to typical expansion of exposed masonry (i.e. brick growth).



- 2.2.5 The wall is exhibiting evidence of rotation at the western and eastern ends, visible in the render coating on the *Glo Apartments* side. It is unclear at what time period this movement has occurred.



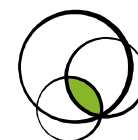


- 2.2.6 Portions of the existing concrete footing on the *Nassau Lane* side have been demolished. The brickwork wall has been undermined due to the demolition by approximately 40-90mm in isolated areas.



- 2.2.7 The walls concrete footing is approximately 400-500mm in depth. The base of footing is visible at the eastern end of *Nassau Lane*. The steel reinforcement bars in the footing have been exposed in some areas due to the partial demolition of same during the construction of *Motto Apartments*.





- 2.2.8 There is considerable vegetation located in close proximity to retaining wall on the *Glo Apartments* side of the wall.



3.0 COMMENTS AND RECOMMENDATIONS

3.1 General

- 3.1.1 We understand the Council requires confirmation as to whether the steel columns can be removed from the wall without undermining the structural integrity of same. Additionally, the Council has requested certification that the existing wall is structurally sound.
- 3.1.2 In our opinion, the retrofitted 150UB14 steel columns cast into a reinforced concrete along the base of the wall are crucial to retaining walls structural provisions to resist lateral loads imposed by retaining soils, vegetation, and the like. Accordingly, we believe that the structural integrity of the masonry wall would be compromised if the 150UB14 steel columns were removed.
- 3.1.3 In its current state, we are unable to certify the structural integrity of the wall. The requirements of the Council will determine whether the wall is repaired or reconstructed.
- 3.1.4 If the steel columns are required to be removed, we are of the opinion that the existing masonry wall and concrete footing will be required to be demolished and reconstructed.
- 3.1.5 Clarification of the requirements to remove the steel columns should be sought from the Council. If the steel columns can remain in place and be adequately concealed to provide an aesthetically pleasing finish, repairs to the existing wall could be undertaken to ensure the integrity of same. The following remedial repairs to the existing structure are required if the steel columns can remain:
- Partial reconstruction of the damaged and loose brickwork.
 - Installation of new articulation joints to accommodate future thermal movement and brick growth.
 - Concrete repairs including removal of surface corrosion from the exposed steel reinforcement and application of concrete repair mortar.
 - Underpinning of the concrete footing on the eastern end (where the excavation is lower than the base of the footing).
 - Rendering of the masonry wall with installation of control joints to accommodate differential movement.



4.0 CONCLUSION

4.1 Disclaimer

- 4.1.1 The opinions outlined in this report are recommended based on our visual observations (without destructive investigations) and our experience with similar building problems.
- 4.1.2 *RHM Consultants Pty Ltd* is not liable for any repairs undertaken by others without further consultation and supervision.

4.2 Ongoing Services

- 4.2.1 Should the Owners require assistance with the preparation of a remedial specification, procurement of tenders and supervision, we will gladly provide our fee for those services upon request.

We trust this report is clear and addresses the requirements of the Owners Corporation. Should you require further information or clarification, please do not hesitate to contact the undersigned.

Yours faithfully,
For RHM Consultants Pty Ltd

Charlie Thomas BE (Civil) (Hons)
ASSOCIATE
cthomas@rhmeng.com