

Notice of Annual General Meeting

Strata Plan	47991
Name	Pacific Park
Address	41 Rocklands Road WOLLSTONECRAFT NSW 2065
Manager	Bart Jaworski

Meeting Date	4 December 2017
Time	6.00pm
Venue	Johnson Hall, Crows Nest Community Centre
Address	13 Ernest Street CROWS NEST NSW 2065

AGENDA

Attendance & Meeting Procedures

- Recording of persons in attendance
- Validation and recording of proxies
- Apologies
- Determination of quorum
- Chairperson of the meeting
- Commencement time

Reference to the Act is reference to the Strata Schemes Management Act 2015 (NSW) & Regulations and reference to a section is reference to a section in that Act, unless otherwise stated.

Quorum

A quorum is present at a meeting immediately following where not less than 25% of those entitled to vote being present, either in person or by proxy. If no quorum is present within 30 minutes of the advertised meeting commencement, the chairperson may either adjourn the meeting for seven (7) calendar days or declare that the persons present (either in person or proxy and entitled to vote) constitute a quorum. Owners, tenants and proxy holders require registering attendance with the chairperson. To ensure that the meeting commences on time, please arrive 10-15 minutes prior to the scheduled time for the meeting and in order to register your attendance.

Chairperson

The elected chairperson of the owners corporation would ordinarily chair this meeting. Pursuant to the delegations of the managing agency agreement to Bright & Duggan, and with the consent of those in attendance, it is customary for the managing agent to chair the meeting.

Voting rights

Each owner has voting rights that may be exercised at a meeting of the owners corporation if the owner is shown on the strata roll, and in the case of a corporation, if the company nominee is shown on the strata roll. In the case of co-owners, one of the owners may act as proxy on behalf of the other co-owner, or if no proxy is provided; the owner first named on the strata roll has voting rights. **An owner is not entitled to vote in person or by proxy if they are un-financial at the date the notice of the meeting was given and did not pay the amounts owing prior to the meeting.**

Proxies

If an owner with voting rights is unable to attend the meeting, they may appoint a proxy to vote on their behalf. In the case of joint ownership, all owners must sign the proxy form. In the case of ownership by a corporation, the company nominee must sign the proxy form. The proxy form must provide instructions on whether the person appointing the proxy intends for the proxy to be able to vote on all matters and if not, the matters on which the proxy is permitted to vote. Note proxies do not remain valid indefinitely. **In the case of large schemes (in excess of 100 lots), proxy forms must be provided to the Secretary 24 hours before the commencement of the meeting.** All other proxy forms must be provided to the Secretary either prior to, or at the commencement of the meeting.

For strata schemes with 20 lots or less, a person may hold a maximum of one proxy. For strata schemes with greater than 20 lots, a person may hold proxies to a number that is equal to not more than 5% of the total number of lots.

Decisions at meetings

For motions declared for 'special resolution', not more than 25% of the values of votes cast are against the resolution. The value of a vote in respect of a lot is equal to the unit entitlement of the lot. For motions declared for 'unanimous resolution', no vote may be cast against the resolution.

A motion or election that is not required to be approved by a special resolution or unanimous resolution is passed by a simple majority of votes cast for and against the motion with each person having one vote for each lot in respect of which the person is entitled to vote.

Tenant Representative

A tenant representative, elected in accordance with Section 33 of the Act, is entitled to attend a meeting of the strata committee but is not entitled to vote on decisions of the strata committee, put a motion or nominate a person for office.

Tenants at meetings

A tenant that is registered on the strata roll is entitled to attend a meeting of the owners corporation but is not entitled to vote unless the tenant holds a duly authorised proxy. Tenants are not entitled to address a meeting of the owners corporation unless authorised to do so by a resolution of the owners corporation. The owners corporation may determine that tenants are not permitted to be in attendance at the meeting during discussions or decisions relating to financial matters pursuant to Clause 21, Schedule 1 of the Act. In accordance with section 258 of the Act, tenancy notice must be provided to the owners corporation not later than fourteen (14) days after the commencement of a lease, sublease or execution of the assignment.

Meeting protocol

Meetings of the owners corporation provide owners with the opportunity to discuss, contribute and participate in the decision-making process concerning all facets of common property within the strata scheme. Bright & Duggan strongly encourages the participation of all owners at meetings of the owners corporation. We recommend the following meeting protocols to encourage efficient and effective meetings.

- Be prompt. Allow sufficient time to register your attendance so that the meeting can commence at the advertised time.
- Turn mobile phones and any other electronic devices to silent.
- Address the meeting via the Chairperson and at their permission. The Chairperson is responsible for ensuring all attendees have the opportunity to address the meeting and that the voting process is accurate.
- Be respectful of others speaking to a motion by not participating in 'side conversations'.
- Matters not included on the notice of agenda are not permitted to be discussed and resolved at the meeting. This is in recognition of a failure to provide notice to other interested owners.
- Your decisions should be made for the collective good of the owners corporation, rather than for self-interest.

Owners can register for distribution of notices electronically. Please contact our records department for further assistance on (02) 9902 7100 or email customercare@bright-duggan.com.au

Motions

Minutes

1. That the minutes of the last annual general meeting of the owners corporation held on 5 and 19 December 2016 be adopted as a true and accurate account of the proceedings of both meetings.

Explanatory notes: The minutes of the last general meeting have been attached to the notice of this meeting. This motion confirms the accuracy of the minutes and an owner/s may move that the minutes be amended.

Financial Statements

2. That the attached audited statements of key financial information for the financial year ending 31 October 2017 for the administrative fund, the capital works fund and any other fund prepared by the owners corporation be adopted. Both loans from Macquarie Bank were paid off in full in the period ending 31 October 2017.

Explanatory notes: The financial statements are a formal record of the financial activities and position of the strata scheme. A copy of the key financial information of the owners corporation is attached. Please direct any enquiries regarding the account to the strata managing agent at least 48 hours prior to the meeting.

Auditor

3. That an auditor be appointed for the financial year ending 31 October 2018.

Explanatory notes: Section 95 of the Act provides that It is compulsory to appoint an auditor for large schemes (greater than 100 lots – excluding utility lots) or for strata schemes where the annual budget exceeds \$250,000.00 The annual budget as determined by clause 21 of the Strata Schemes Management Regulations 2016, is the sum of contributions levied for the year concerned, income from any other source and any other amounts held by the owners corporation.

Administrative & Capital Works Fund Estimates

4. That in accordance with Section 79 (2) and 81 of the Act the owners corporation estimates for the financial year from 1 November 2017 to 31 October 2018 it will need to credit to its administrative fund and capital works funds for amounts set out in the budget that was attached to the notice of this meeting, and that the owners corporation resolves that the following amounts are to be levied to raise the estimated contributions including GST:

Administrative fund: \$550,000.00 (reduced from \$650,000.00)

Capital Works fund: \$399,805.00 (reduced from \$583,920.00)

Explanatory notes: The proposed administrative and capital works fund incorporates actual and expected expenditure referred to in the subsections of the Act referred to in the motion. Please see the attached breakdown of your levies.

Levy contributions

5. That the owners corporation resolves to determine that the contributions are to be payable in regular periodic instalments, specified as follows:

Administrative fund: Four (4) instalments due on

Date	Amount	Notes
1 November 2017	\$ 162,500.00	Already collected
1 February 2018	\$ 137,500.00	
1 May 2018	\$ 137,500.00	
1 August 2018	\$ 137,500.00	
1 November 2018	\$ 137,500.00	Continuing basis

Capital works fund: Four (4) instalments due on

Date	Amount	Notes
1 November 2017	\$ 145,980.04	Already collected
1 February 2018	\$ 99,876.25	
1 May 2018	\$ 99,876.25	
1 August 2018	\$ 99,876.25	
1 November 2018	\$ 99,876.25	Continuing basis

Explanatory notes: Levy contributions provide funds to operate your strata scheme. All contributions must be calculated in proportion to the unit entitlements. The funds raised towards the administrative fund are to pay for the annual day-to-day recurrent expenses. The funds raised in the capital works fund are to pay for future capital expenditure.

Lifts Replacement Project

6. **That** The Owners – Strata Plan No.47991 resolve to engage Schindler Lifts to replace all six lifts in accordance with the tender summarised in the report of JCA Lift Consultants dated 1 August 2017.
7. **That** The Owners – Strata Plan No.47991 resolve to instruct and authorise the Strata Committee and the managing agent to sign and execute a lifts replacement contract with Schindler Lifts in accordance with Resolution 7 above.

Special Levy contribution (Section 81(4))

8. **That** The Owners – Strata Plan No.47991 resolve to levy upon each owner a contribution to the Capital Works Fund in accordance with Section 81 (4) of the *Strata Schemes Management Act 2015* (NSW) to fund the expense of replacement of all six lifts referred to in Motions 6 and 7 above, in the amount of **\$1,300,000.00** (GST inclusive) and that such levy be due and payable in eight equal instalments on:

Special Capital Works Contributions Eight (8) equal instalments due and payable on:

Date	Amount
1 February 2018	\$ 162,500.00
1 May 2018	\$ 162,500.00
1 August 2018	\$ 162,500.00
1 November 2018	\$ 162,500.00
1 February 2019	\$ 162,500.00
1 May 2019	\$ 162,500.00
1 August 2019	\$ 162,500.00
1 November 2019	\$ 162,500.00

Please refer to the attached breakdown of the special levy for each unit. The amount shown on the report is for each levy instalment. There will be eight of these payments.

Explanatory notes: If the Owners Corporation is subsequently faced with other expenses it cannot at once meet from either fund, it must levy on each owner of a lot in the strata scheme a contribution to the administrative fund or capital works fund in order to meet expenses.

Levy collection

9. That the owners corporation resolve pursuant to the Act (including Section 103) for the purpose of collecting levy contributions to authorise the strata managing agent and/or the strata committee to do any one or more of the following:
- a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expense and arrange and monitor payment plans;
 - a) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation.
 - b) to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
 - c) enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
 - d) filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - e) liaise, instruct and prepare all matters with the owners corporations' debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Explanatory notes: This resolution gives the owners corporation the power to take action to recover unpaid levies, interest and recovery costs including commencing proceedings and enforcing judgments obtained in legal proceedings for the recovery of unpaid levies, interest and recovery costs. Interest is not chargeable on outstanding levies until after one (1) month from the due date and legal action cannot be taken unless 21 days written notice is given of such action in accordance with Section 86 of the Act.

Payment plans

10. The owners corporation resolve to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata managing agent and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

Explanatory notes: Pursuant to Sections 85(5) – 85(7) of the Act and Regulation 18 and 19 of the Act, an owners corporation may agree to enter into payment plans generally or in particular cases, for the payment of overdue contributions by a resolution passed at a general meeting. This resolution provides the power for the owners corporation to enter into such payment plans.

Insurance

11. That the owners corporation confirm the current insurances as per the certificate of currency expiring 5 April 2018 and attached to the notice of this meeting.

Explanatory notes: The owners corporation is required as per clause 9(d) of Schedule 1 of the Act to acknowledge the particulars of each insurance policy taken out.

12. That the owners corporation resolves to make arrangements in respect of insurances:
- that a building valuation be carried out for insurance purposes within 3 months of current insurances expiring, noting the previous valuation from AG Thomas Valuers dated 12 January 2017;
 - that the building sum insured is adjusted in accordance with that building valuation;
 - that the owners corporation consider whether to vary or extend any insurances pursuant to Section 165 of the Act;
 - that pursuant to Section 166 of the Act that not less than 3 quotations for insurance renewal be obtained;
 - that the owners corporation delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule where applicable to undertake any of the above.

Explanatory notes: The owners corporation is required to maintain mandatory insurances and can take out additional insurances, pursuant to Sections 160, 161, 164 and 165 respectively of the Act. Bright & Duggan recommend undertaking a building valuation at least every three (3) years to ensure sufficient assessment of requirements for insurance purposes.

Statement of commissions and training services

13. That the owners corporation acknowledges the statement provided below by the strata managing agent for commissions and training services received in the last 12 months, and an estimate of commissions and training services likely to be received in the next 12 months.

Explanatory notes: The strata managing agent can receive commissions and/or training services in connection with the exercise of the agents function for the scheme. It is a requirement under section 60 of the Act that the agent provide a statement of on the details and amounts of the commissions received for the preceding 12 months and anticipated details and amount of commissions and training services for the following 12 months.

In the preceding financial year of the scheme, the strata managing agent has received the following:

Commissions

\$3,580.77 in commissions received from BAC Insurance Brokers in the last 12 months.

\$4,000.00 in commissions is expected to be received from a broker in the next 12 months.

Annual fire safety statement

14. That the owners corporation resolves to make arrangements for obtaining the next annual fire safety statement due in September 2018 as follows:

- a) engage a suitably competent fire safety practitioner to assess each essential fire safety measures specified in the statement; and
- b) delegate to the strata committee to consider any corrective action reports and determine what action is required; and
- c) seek quotations and engage contractor(s) to complete any repairs (if required) and for that contractor(s) to prepare and sign the statement; and
- d) lodge the statement with local Council and the Fire Commissioner.
- e) delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule to undertake any of the above.

Explanatory notes: If an annual fire safety statement is required for the building under the Environmental Planning and Assessment Act 1979, the owners corporation is required to consider it at each annual general meeting and to make arrangements for obtaining the next annual fire safety statement in accordance with clause 6(c) of Schedule 1 of the Act. Bright & Duggan recommend the engagement of an accredited FPASS certified practitioner as determined by the FPA (Fire Protection Association).

Plant registration

15. That, as the owner of item(s) of plant, the owners corporation resolves:

- a) to annually engage a suitably qualified consultant, (independent to the maintenance contractor) to provide a *statement* as to whether the equipment is safe to operate; or
- b) to annually obtain from the maintenance contractor a *statement* confirming that the item of plant has been inspected by a competent person and that the item(s) of plant have been adequately maintained; and
- c) to delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule to sign application forms on behalf of the owners corporation and to be lodged with SafeWork NSW.

Explanatory notes: SafeWork NSW is the administrator of plant item registrations. All lifts, escalators, and other equipment as determined by SafeWork NSW from time to time, are considered plant items and are required to be maintained and serviced accordingly to ensure that they are safe to operate. Annually services providers of the plant can submit statements that they have been serviced which allow the annual registration to be made with SafeWork NSW. It is a responsibility under the Work Health & Safety Act 2011 (NSW) to ensure that this statement is prepared and lodged with SafeWork NSW. managed correctly.

Matters requiring a general meeting

16. That the owners corporation determines if any matter, or type of matter, is to be determined only by a general meeting of the owners corporation.

Explanatory notes: Any matter, or type of matter, to be determined only by a general meeting of the owners corporation effectively removes that matter or class of matters from the decision-making powers of the strata committee. For example, the strata committee may not make decisions on matters without referral to a general meeting. The Act already provides that such matters include the raising of levies, amending the by-laws, approval of legal expenses and other matters as prescribed in the Act.

Limits on spending by large strata schemes

17. That the owners corporation resolves, in accordance with Section 102(3) of the Act, to remove the limitation on spending placed by Section 102(2) of the Act generally.

Explanatory notes: Owners corporations of large strata schemes (in excess of 100 lots) must not spend greater than 10% above any budgeted line item. This limitation can be removed so that the owners corporation may remove this restriction completely or amended in relation to any particular item.

Renewal of strata management agreement

18. That the owners corporation renew the strata management agency agreement with Bright & Duggan Pty Ltd as its strata managing agent for a period of 12 months, and delegate functions to it on the terms and conditions as set out in the strata management agency agreement tabled at the meeting; and
- a) That the owners corporation nominate and authorise two (2) owners or members of the strata committee to execute and affix the common seal to the strata management agency agreement; and
 - b) That the strata management fee be \$33,600.00 per annum (GST inclusive) commencing on 6 December 2017.

Explanatory notes: In the interest of the environment and to minimise disbursement costs, the summary of the strata management agreement is attached to the notice of this meeting. To review the full terms and conditions of the strata management agreement, including fee schedules, go to <http://www.bright-duggan.com.au/content/view-management-agreement>.

Unit 16 Special By-law

EXPLANATION FOR MOTIONS

These motions propose that a common property rights by-law be made to grant to the owner of Lot 16 in Strata Plan No 47991 a right to carry out works including the removal of an internal wall and new timber flooring in accordance with their proposed plans which are part of the by-law.

17. The Owners – Strata Plan No 47991 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015*, that the owner of lot 16 be authorised to alter and to add to the common property by carrying out the works described in the by-law the subject of the following motion for the purposes of improving or enhancing the common property.

18. The Owners – Strata Plan No. 47991 SPECIALLY RESOLVES pursuant to section 143 of the *Strata Schemes Management Act 2015* to make a common property rights by-law adding to the by-laws applicable to Strata Plan No 47991 in the following terms:

SPECIAL BY-LAW NO.

WORKS TO LOT 16

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*.
- 1.2 The purpose of the by-law is to confer on the owner the right to carry out works to their lot and common property as set out in this by-law.
- 1.3 The rights conferred by the Special By-Law shall endure for the benefit of the owner.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
 - (a) **Act** means the *Strata Schemes Management Act 2015*;
 - (b) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;
 - (c) **Building** means the building situated at 41 Rocklands Road, Wollstonecraft NSW;
 - (d) **Lot** means lot 16 in Strata Plan No 47991; and
 - (e) **Works** means the works to be undertaken by the owner as indicated in the plans at **Annexure A** hereto, including but not limited to the following:
 - (i) relocation of gas meter to the external wall of the kitchen, pursuant to **Annexure A**; and
 - (ii) a 200mm diameter penetration to the external wall for external exhaust ducting and fit off with vermin proof grill (approximately 1.9m off the finished floor level, as identified in **Annexure A**.

Interpretation

- 2.2 In this by-law, unless the context otherwise requires or permits:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act;

- (d) a reference to the owners corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the owners corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the owner includes any of the owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 47991 and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

- 3.1 Subject to Part 4 of this by-law, the owner shall have:
- (a) exclusive use and enjoyment of those parts of the common property occupied by the Works; and
 - (b) a special privilege to carry out the Works to and on the common property.

PART 4

CONDITIONS

- 4.1 The owner must comply with any requirements and conditions imposed by the owners corporation in relation to the following:
- (a) before commencing the Works; and
 - (b) performance of the Works.

Completion of the Works

- 4.2 Upon completion of the Works, the owner must, without unreasonable delay:
- (a) notify the owners corporation in writing that the Works have been completed;
 - (b) provide to the owners corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications; and
 - (c) upon request by the owners corporation, provide to the owners corporation a copy of a certification from a suitably qualified consultant or engineer approved by the owners corporation, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and

- (ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

Default

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

- (a) the owners corporation may request, in writing, that the owner complies with the terms of the by-law and the owner must take all reasonable steps to comply with the owners corporation's request;
- (b) without prejudice to any other rights, the owners corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the owner's breach of this by-law;
- (c) the owner shall indemnify the owners corporation against any liability, costs, loss or expense incurred by the owners corporation should the owners corporation be required to carry out any work to rectify the owner's breach of this by-law; and
- (d) the owners corporation may recover from the owner, as a debt in a forum of competent jurisdiction, all of the owners corporation's reasonable costs incurred by the owners corporation arising out of or in relation to the owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the owners corporation reasonably incurred in recovering such debt.

Ongoing Responsibilities and Indemnity

4.4 The owners must:

- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- (b) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this by-law in a state of good and serviceable repair; and
- (c) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.

4.5 The owner must provide the owners corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the owners corporation.

4.6 The Works shall remain the property of the owner.

4.7 The owner must indemnify the owners corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works.

Cost of By-law, Approvals and Certification

4.8 The owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the owners corporation pursuant to this by-law, including but not limited to:

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

Election of the strata committee

19. That the chairperson:

- a) announce the names of the candidates already nominated in writing for election to the strata committee; and
- b) call for any oral nominations of candidates eligible for election to the strata committee; and
- c) request that the candidates for election to the strata committee disclose any connections with the original owner or building manager for the scheme; and
- d) declare nominations closed.

20. That the owners corporation resolves to decide the number of strata committee members and if the number of candidates:

- a) is the same as, or fewer than the number, elect the same; or
- b) is greater than the number, a ballot is held and elect members equal to the number.

Explanatory notes: Election of the strata committee is carried out in accordance with sections 29 – 32 of the Act and sections 9 & 10 of the Strata Schemes Management Regulation 2016 (NSW). The maximum number of the strata committee members permitted is nine (9), or in a two (2) lot strata scheme the number to be elected is two (2). In a large strata scheme (in excess of 100 lots and excluding parking or utility lots) the strata committee must consist of at least three (3) members. Only financial owners may nominate or be eligible for election to the strata committee, and may not nominate more than one person. Co-owners may not nominate or be elected simultaneously (unless ownership of more than one (1) lot applies), other than be nominated by an owner who is not a candidate for election or seeking election as a member to the strata committee. A written or oral nomination made by a person, other than the nominee, is ineffective unless it is supported by written consent of the nominee if the nominee is not present at the meeting, or orally if the nominee is present. Unless the following persons are owners of lots in the strata scheme, the person not eligible for election is: the building manager, or a person who acts as an agent for the leasing of a lot or lots in the strata scheme to tenants, or a person who is connected with the original owner of the strata scheme or the building manager (unless the person discloses that connection at the meeting and before the election is held). A person who becomes ineligible for election or a disclosure by a person, after being elected, must be made in writing to the secretary or chairperson as soon as possible after becoming aware of that fact. When the number of members has been determined and the number of candidates exceeds that number, the elected members will be decided on-a ballot.

Date of notice: 22 November 2017
Bright & Duggan Pty Ltd
Managing agents for strata plan 47991

Notice of Strata Committee Meeting for Strata Plan 47991

Meeting Date	4 December 2017
Time	To be held immediately following the AGM

Minutes

1. That the minutes of the previous strata committee meeting held on 6 November 2017 be adopted as a true and accurate account of the proceedings of that meeting.

Explanatory notes: The minutes of the last meeting have been distributed as required and are attached to the notice of this meeting. This motion confirms the accuracy of the minutes and in the event that the minutes are in error, the members can move that the minutes be amended.

Election of office bearers

2. That the strata committee elects a chairperson, secretary and treasurer of the strata committee of the owners corporation.

Explanatory notes: Even where the strata managing agent is delegated these powers, these positions must be filled for the strata committee to function in their own right. For example, convene a meeting without involving the strata managing agent, etc.

Appoint contact and substitute contact

3. That the strata committee resolves to appoint a member of the strata committee to liaise with the strata manager and be the strata manager's primary point of contact. Further, that an alternate member of the strata committee be nominated to liaise with the strata manager as a substitute contact in the event of the absence of the primary contact.

Explanatory notes: This will ensure that the correct instructions of the strata committee are received by the strata managing agent and will avoid any miscommunications provided by multiple strata committee members.

Common property assessment

4. That the strata committee discuss the conditions and use of common property and resolve what action, if any, to be taken.

Next Meeting

5. That the strata committee determine the date of the next meeting.

Explanatory notes: Bright & Duggan recommends that the strata committee consider the next meeting (general or committee) and a suitable timeframe.

Dated: 22 November 2017
Bright & Duggan Pty Ltd
Managing Agents for Strata Plan 47991



MINUTES

of the Annual General Meeting of SP 47991, Pacific Park, 41 Rocklands Rd, Wollstonecraft
held Monday, 5 December 2016

at Johnson Hall, 2 Ernest Street, Crows Nest

Present in Person: Lots 14, 16, 18, 19, 41, 42, 43, 44, 48, 54, 68, 73, 82, 86, 87, 88, 89, 90, 92, 97, 118, 121, 126, 129, 132, 140, 152, 157 and 159

Present by Proxy: Lot 91 to Steven Miller
Lots 76 and 95 to Trent Mackie
Lots 116 and 153 to Bart Jaworski
Lots 133 and 151 to Judith Murray
Lots 2, 65, 71, 83 and 122 to Amy Lim

Apologies: Kris Pruszynski

Attending: Bart Jaworski (Bright & Duggan Pty Ltd), Michael Kopczynski (Kristal Property Services)

The meeting commenced at 6.10pm.

1 CHAIR OF THE MEETING

1.1 *Election of Chairperson* **Resolved** to elect David Russell as Chair of the meeting.

2 CONFIRMATION OF MINUTES

2.1 *Confirmation of the Minutes* **Resolved** to adopt the minutes of the annual general meeting held 7 December 2015 as a true and accurate record of the proceedings of that meeting.

3 FINANCE

- 3.1 *Key Financial Information*
1. **Resolved** to adopt the statements of key financial information and performance for the Administrative Fund and the Capital Works Fund for the year ended 2 November 2015
 2. **Resolved** to instruct the managing agent to transfer \$100,000.00 from the Administrative Fund to the Capital works Fund

- 3.2 Auditor* **Resolved** to appoint an auditor to audit the financial statements to Australian Auditing Standards for the financial year ending 31 October 2017 for presentation to the next annual general meeting.
- 3.3 Capital Works Fund Report* **Resolved** to receive and adopt the current Capital Works Fund analysis report prepared by Leary & Partners 2 November 2015.
- 3.4 Levy Contributions* Motion 3.4 in the AGM Agenda was put to the meeting and defeated (see 8.1 below)
- 3.5 Restriction on Expenditure* **Resolved** that, in accordance with section 102(3), the limitation on budgeted expenditure placed by section 102(2) is removed generally.
- 3.6 Levy Collection* **Resolved** for the purpose of collecting levy contributions to authorise the strata managing agent and/or the Strata Committee to do any one or more of the following:
- a) To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expense and arrange and monitor payment plans;
 - b) To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation.
 - c) To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
 - d) To enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
 - e) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - f) Liaise, instruct and prepare all matters with the Owners Corporations' debt collection agents, lawyers and experts in relation to any levy recovery proceedings.
- 3.7 Payment Plans* **Resolved** to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata managing agent and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or Owners Corporation by resolution.

4 GOVERNANCE

4.1 Strata Committee

Resolved that the Strata Committee consist of nine (9) members.

Nominations were taken for the Strata Committee, a vote was conducted and the following are declared to be elected to the Strata Committee:

Nominee:	Nominated by:
Michael Morris	Dianne Russell
Trent Mackie	Self-nominated
Tuan Truong	Trent Mackie
Clive Mackay	Bob Vernon
Amy Lim	Judith Murray
Jay Pleass	Justin Pleass
Steve Miller	Judith Murray
Tony Newby	Sharon Henderson
David Russell	Tony Moon

4.2 Restricted Matters

Resolved that, the Owners Corporation does not further restrict the Strata Committee powers in respect of dealing with any matters or types of matter.

5 ASSET MAINTENANCE & COMPLIANCE

5.1 Insurance Policy

Resolved that, the current insurance policy be confirmed; and
Resolved that the following additional insurances be taken out:

- a) cover for liability of officers or members of the Strata Committee for damage to property, death or bodily injury in accordance with section 165(2)(a); and
- b) cover for misappropriation of money or other property of the Owners Corporation in accordance with section 165(2)(b).

5.2 Insurance Renewal

Resolved that the Strata Managing Agent be authorised to effect statutory and additional insurances required to be taken out by the Owners Corporation referred above.

5.3 Property Revaluation

Resolved that a building valuation be carried out for insurance purposes and that the strata managing agent adjust the sum insured in accordance with the building valuation. The last valuation was carried out on 17 March 2015.

5.4 NSW WorkCover Lift Registration

Resolved that, regarding lift registration due 4 September 2017, pursuant to the Work Health and Safety Act 2011 the strata manager be authorised and instructed to prepare, sign and lodge the WorkCover Statement, based on the lift contractor's maintenance statement, that the lifts are maintained and safe to operate.

**5.5 Annual Fire
Safety Statement**

Resolved to:

- a) engage Civil Fire Design, a suitably qualified contractor to carry out an annual fire safety statement (and report) in accordance with Part 9, Division 5 of the Environmental Planning and Assessment Regulation 2000 (NSW) as amended; and
- b) to submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
- c) to delegate to the strata managing agent the following functions pursuant to the Strata Management Agency Agreement additional duties schedule:
 - i. undertake the seeking of quotations and engaging the contractor to prepare the statement; and
 - ii. sign the statement on behalf of the strata scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner.

**5.6 Window
Safety Devices -
Child Safety**

Resolved to install window safety devices to all relevant windows within the building by 13 March 2018; and

- a) To engage a suitable qualified consultant to carry out an inspection (and report) in compliance with the Owners Corporation's obligations under section 30;
- b) To submit that report to the strata committee to determine what action is required;
- c) To delegate to the strata managing agent pursuant to the Strata Management Agency Agreement additional duties schedule the duty and function to undertake the seeking of quotations and engaging the contractor and any ancillary work approved by the Strata Committee; and
- d) On completion of the works, seek certification from the consultant.

6 BY-LAWS

**6.1 By-laws
review**

Resolved to delegate the review of the by-laws of the strata scheme to the Strata Committee. Copy of the registered strata plan's by-laws was attached to the notice of this meeting.

**6.2 Lot 139 -
Works**

Subject to the by-law in the next succeeding motion being approved, the Owners Corporation **SPECIALLY RESOLVED** in accordance with sections 141(1) and 142 of the Strata Schemes Management Act 2015 (NSW) to make an additional by-law in the following terms and conditions and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by section 141(2)(a) of the Strata Schemes Management Act 2015 (NSW) for the purpose of improving or enhancing the common property to authorise the works to be carried out by the owner of lot 139 to lot and common property on the terms and in the manner as set out in the by-law.

6.3 Lot 139
Works By-law

The Owners – Strata Plan No. 47991 **SPECIALLY RESOLVED** pursuant to section 142 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO. WORKS FOR LOT 139

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 41 Rocklands Road, Wollstonecraft NSW 2065.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (e) **Lot** means lot 139 in strata plan 47991.
- (f) **Owner** mean(s) the owner(s) of the Lot.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of an awning together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

*6.3 Continued***2.2 Interpretation**

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

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

PART 3

CONDITIONS**3.1 Prior to commencement of the Works**

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals / consents / permits from any Authority and provide a copy to the owners corporation;
- (b) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- (c) effect and maintain Insurance and provide a copy to the owners corporation;
- (d) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- (e) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the owners corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and

6.3 Continued

- (b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the strata manager regarding:
 - (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- (g) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;

6.3 continued

- (j) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (k) not vary the Works without first obtaining the consent in writing of the owners corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the owners corporation that the installation of the Works has been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.5 Statutory and other requirements

3.5.1 The Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.

6.3 continued

- 3.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- 3.5.3 The Owner must ensure that the work will be done in accordance with, and will comply with, the *Home Building Act 1989* or any other law.
- 3.5.4 The Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.
- 3.5.5 The Owner must ensure that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.
- 3.5.6 The Owner must ensure that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.

3.6 Enduring rights and obligations

- 3.6.1 The Owner must:
 - (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
 - (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
 - (c) properly maintain and upkeep those parts of the common property in contact with the Works;
 - (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
 - (e) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and

6.3 continued

- (f) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

6.4 Lot 140 Works

Subject to the by-law in the next succeeding motion being approved, the Owners Corporation **SPECIALLY RESOLVED** in accordance with sections 141(1) and 142 of the Strata Schemes Management Act 2015 (NSW) to make an additional by-law in the following terms and conditions and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by section 141(2)(a) of the Strata Schemes Management Act 2015 (NSW) for the purpose of improving or enhancing the common property to authorise the works to be carried out by the owner of lot 140 to lot and common property on the terms and in the manner as set out in the by-law.

6.5 Lot 140
Works By-law

The Owners – Strata Plan No. 47991 **SPECIALLY RESOLVED** pursuant to section 142 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO. WORKS FOR LOT 140

PART 4

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 5

DEFINITIONS & INTERPRETATION

5.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Bond** means the bond being a bank cheque in the amount of \$100.00 or as reasonably determined by the owners corporation made payable to the owners corporation.
- (d) **Building** means the building situated at 41 Rocklands Road, Wollstonecraft NSW 2065.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (f) **Lot** means lot 140 in strata plan 47991.
- (g) **Owner** mean(s) the owner(s) of the Lot.
- (h) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

6.5 continued

- 1) the removal of existing window;
- 2) the removal of proposed brickwork; and
- 3) the installation of new window;

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

5.2 Interpretation

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

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

PART 6

CONDITIONS**6.1 Prior to commencement of the Works**

Prior to the commencement of the Works, the Owner shall:

- (a) Obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (b) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- (c) effect and maintain Insurance and provide a copy to the owners corporation;
- (d) pay the Bond;
- (e) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and

6.5 continued

- (f) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

6.2 Notice

- (c) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the owners corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and
- (d) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the strata manager regarding:
 - (iii) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - (iv) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

6.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- (g) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;

6.5 continued

- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (k) not vary the Works without first obtaining the consent in writing of the owners corporation.

6.4 After installation of the Works

6.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the owners corporation that the installation of the Works has been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

6.4.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with; and

6.5 continued

6.4.3 The Bond contemplated under clause 3.1(d) is to be refunded within 60 days from completion of the Works less any costs incurred by the owners corporation for or in connection with the carrying out of the Works or breach of this by-law.

6.5 Statutory and other requirements

6.5.1 The Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.

6.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.

6.5.3 The Owner must ensure that the work will be done in accordance with, and will comply with, the *Home Building Act 1989* or any other law.

6.5.4 The Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.

6.5.5 The Owner must ensure that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.

6.5.6 The Owner must ensure that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.

6.6 Enduring rights and obligations

6.6.1 The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;

6.5 continued

- (e) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (f) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

6.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order; and
- (d) apply the Bond towards the costs incurred by the owners corporation to carry out that work.

6.8 Ownership of Works

The Works will always remain the property of the Owner.

6.9 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

6.6
*Special By-law –
 Regulation of
 Short Term
 Letting*

The Owners – Strata Plan No. 47991 ***SPECIALLY RESOLVED*** pursuant to section 141 of the *Strata Schemes Management Act 2015* to make a by-law, adding to the by-laws applicable to the strata scheme on the following terms.

SPECIAL BY-LAW NO. REGULATION OF SHORT TERM LETTING

PART 1

GRANT OF RIGHT

- 1.1** Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the *Strata Schemes Management Act 1996* (NSW), the owners corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

- 1.2** If there is any inconsistency between this by-law and the by-laws applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1** In this by-law, unless the context otherwise requires:
- (a) **Council** means North Sydney Council.
 - (b) **Development Consent** means development consent granted by Council pursuant to the *Environmental Planning and Assessment Act 1979* (NSW)
 - (c) **Lot** means any lot in the Strata Scheme.
 - (d) **Owner** means the respective owner of a Lot from time to time.
 - (e) **Short Term Rental** means a Lot in the Strata Scheme which provides for temporary or short-term accommodation (for a period of less than three (3) months) on a commercial basis, but is not subject to a residential tenancy agreement.
 - (f) **Strata Scheme** means the strata scheme relating to Strata Plan No. 47991 located at 41 Rocklands Road, Wollstonecraft NSW 2065.
- 2.2** In this by-law, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other genders;

6.6 Continued

- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996* and *Environmental Planning and Assessment Act 1979* (NSW); and
- (d) references to legislation include references to amending and replacing legislation.

2.3 If any provision or part of a provision of this by-law may be read or interpreted in such a way as to be void, invalid or otherwise unenforceable, it is to be read or interpreted to avoid the provision or part of provision being void, invalid or otherwise unenforceable.

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

PART 3

CONDITIONS

3.1 An Owner or occupier of a lot must comply with any law concerning the use of the Lot, including the terms of any Development Consent and any environmental planning instrument under the *Environmental Planning and Assessment Act 1979* (NSW).

3.2 Without limiting the terms of clause 3.1 above:

- (a) a Lot may only be owner-occupied or occupied by a tenant subject to a tenancy agreement under the *Residential Tenancies Act 2010* (NSW);
- (b) a Lot may not be let or used as a Short Term Rental, unless the Owner has provided the owners corporation with a written copy of the Development Consent which provides consent to the Lot being used on as a Short Term Rental.

3.3 An Owner must ensure that the respective Lot is not used for any purpose that:

- (a) is prohibited by law; or
- (b) is not in accordance with the conditions of any Development Consent relating to the Lot or the Strata Scheme.

3.4 An Owner must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or any environmental planning instrument.

*6.6 Continued***3.5 Enforcement**

- 3.5.1 If an Owner or occupier of a Lot, fails to comply with the terms of this by-law and as a consequence, the Council issues an Order or commences proceedings under the *Environmental Planning and Assessment Act 1979* (NSW) in relation to that Lot then the Owner or occupier must indemnify the owners corporation for its costs of defending such an action and any penalty imposed.
- 3.5.2 Further, if an Owner or occupier of a Lot fails to comply with this by-law or any Development Consent or planning law, then the owners corporation, at its sole discretion, may do all things necessary to enforce the terms of this by-law, or any relevant Development Consent or planning law requirement, including but not limited to:
- (a) commencing and prosecuting any action before any Court or Tribunal of competent jurisdiction; and/or
 - (b) assisting Council in any legal proceedings.
- 3.5.3 The Owner or occupier must indemnify the owners corporation with respect to any expenses reasonably incurred by the owners corporation in relation to any proceedings referred to in clause 3.5.1 and 3.5.2 above.

7 ELECTRONIC RECORD KEEPING*7.1 Electronic record keeping Pest Inspection*

Resolved that the strata roll and any other record required to be made or stored by it may be made or stored in electronic form.

8 ADJOURNMENT OF ANNUAL GENERAL MEETING

- 8.1 Adjournment* In light of the rejection by the Owners Corporation of the proposed budget (see Motion 3.4 above) the Chairman declared the meeting adjourned to a date to be fixed, for the purpose of presenting a revised budget for approval by the Owners Corporation to enable determination of the amounts to be levied to raise contributions for the Administrative Fund and the Capital Works Fund.

There being no further business the Chairman adjourned the meeting at 8-20pm to a date to be fixed.

Bright & Duggan Pty Ltd on behalf of The Owners – Strata Plan No.47991



MINUTES

of the Resumed Annual General Meeting of SP 47991, Pacific Park, 41 Rocklands Rd,
Wollstonecraft
held Monday, 19 December 2016

at Johnson Hall, 2 Ernest Place, Crows Nest

Present in Person: Lots 1, 18, 19, 24, 41, 42, 44, 45, 54, 59, 60, 61, 71, 82, 85, 87, 88, 89, 90, 92, 97, 98, 114, 118, 126, 132, 134, 155, 156, 157, 159, 160

Present by Proxy: Lot 91 to Steven Miller
Lots 76 to Trent Mackie
Lots 133 and 151 to Judith Murray
Lots 2, 65, 71, 83 and 122 to Amy Lim
Lot 20 to Rhoda & Stuart Seaton
Lots 23, 43, 48, 68 to Jay Pleass
Lot 16 to Dianne Russell
Lots 6 and 95 to Tony Moon
Lot 129 to David Russell

Apologies: Bart Jaworski (Bright & Duggan Pty Ltd), Kris Pruszynski

Attending: Michael Kopczynski (Kristal Property Services)

The meeting commenced at 6.00 pm.

1. CHAIR OF THE MEETING

1.1. *Election of Chairperson* **Resolved** to elect David Russell as Chairperson of the Meeting.

2. FINANCE

2.1. *Levy Contributions* **Resolved:**

- (a) In accordance with sections 79 and 81 of the **Strata Schemes Management Act 2015** ("the Act") the Owners Corporation estimates that in respect of the period from 1 November 2016 to 31 October 2017 it will need to credit to its Administrative Fund and Capital Works Fund for actual and expected expenditure referred to in those sections the amounts set out in the budget that was attached to the notice of this meeting at which this resolution was passed; and

Continued

- (b) In accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund \$650,000 (GST inclusive)

Capital Works Fund \$583,920 (GST inclusive)

- (c) The Owners Corporation resolved to determine that both contributions are to be payable in regular quarterly instalments due and payable from 1 February 2017.

2.2. Note section 79(6)(b)

NOTE PURSUANT TO SECTION 79(6)(b) OF THE STRATA SCHEMES MANAGEMENT ACT 2015 ("the Act")

1. There is one difference between the estimates in this budget and the 10-year plan for the capital works fund approved by the Owners Corporation at the Annual General Meeting ("AGM") held on 5 December 2016 ("the Plan").
2. The difference is that this budget contains in the capital works fund a provision of \$50,000 for lift replacement whereas the Plan required a provision of \$150,000 for lift replacement.
3. Section 79(5) of the Act provides that in estimating amounts to be credited to the capital works fund, an owners corporation is to take into account anticipated major expenditure identified in the Plan.
4. The reasons for the difference between the estimate for lift replacement in this budget (\$50,000) and the estimate in the Plan (\$150,000) are:
 - a. The Owners Corporation at the AGM voted by majority against the budget put forward at the AGM, which was in conformity with the Plan and which contained a provision of \$150,000 for lift replacement.
 - b. It is a matter of some urgency that a budget be approved at the Resumed AGM on 19 December 2016 so that levies can be collected on the next due date of 1 February 2017;
 - c. This budget is a compromise between a budget which makes provision for lift replacement in conformity with the Plan and making no provision whatsoever.
 - d. The Strata Committee elected at the AGM will review the need for future lift replacement, the consequent need for future provision for lift replacement and whether the Plan needs to be reviewed, revised or replaced by a future vote of the Owners Corporation pursuant to section 80(3) of the Act.

There being no further business the Chairman adjourned the meeting at 6.45 pm

KELLY + PARTNERS

ASSURANCE SERVICES

Independent Auditor's Report To the Owners of Strata Plan 47991

Opinion

We have audited the financial report of Strata Plan 47991 (the Plan), which comprises the balance sheet as at 31 October 2017, the income and expenditure statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies. We have not audited any budget information which may be included in the financial report.

In our opinion, the accompanying financial report presents fairly, in all material respects, the financial position of Strata Plan 47991 as at 31 October 2017, and its financial performance for the year then ended in accordance with the accounting policies described in the notes to the financial report and the financial reporting requirements of Sections 92 and 93 of the Strata Schemes Management Act 2015.

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 the Plan 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.

Emphasis of Matter – Basis of Accounting

We draw attention to the notes to the financial report, which describes the basis of accounting. The financial report has been prepared for distribution to the Owners for the purpose of fulfilling the Owners Corporation's financial reporting responsibilities under Sections 92 and 93 of the Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of the Owners Corporation for the Financial Report

The Owners Corporation is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the notes to the financial report, and has determined that the accounting policies described in the notes to the financial report are appropriate to meet the financial reporting requirements of Sections 92 and 93 of the Strata Schemes Management Act 2015, and are appropriate to meet the needs of the Owners. The Owners Corporation's responsibility also includes such internal control as the Owners Corporation determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Owners Corporation is responsible for assessing the Plan's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Owners Corporation either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so.



Kelly Partners Assurance Services ABN 68 390 743 240
Level 8 / 32 Walker Street, North Sydney NSW 2060
PO Box 1764, North Sydney NSW 2059

T 02 9923 0800 F 02 9923 0888 E info@kellypartners.com.au W kellypartners.com.au
LIABILITY LIMITED BY A SCHEME APPROVED UNDER PROFESSIONAL STANDARDS LEGISLATION

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 this 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.
- 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 Plan's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Owners Corporation.
- Conclude on the appropriateness of the Owners Corporation's use 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 Plan's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report 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 Plan 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 the Owners Corporation 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.

Kelly Partners Assurance Services



Joel Russell CA
Client Director

Dated this 17th day of November 2017



Strata Plan No. 47991

41 Rocklands Rd
Wollstonecraft NSW 2065

STATEMENT OF FINANCIAL POSITION AS AT 31 OCTOBER 2017

<u>OWNERS FUNDS</u>	ACTUAL 31/10/16	ACTUAL 31/10/17
Administrative Fund	196,137.49	159,587.79
Capital Works Fund	(63,544.27)	323,617.16
<u>TOTAL</u>	\$ 132,593.22	\$ 483,204.95

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	144,883.07	335,340.89
Investment Bas Stg	141,936.87	83,311.49
Investment Td Boq	290,000.00	297,193.88
Levies In Arrears	6,476.05	21.24
Other Arrears	7,257.46	3,013.58
Interest Accrued On O/D Levies	243.32	28.18
<u>TOTAL ASSETS</u>	590,796.77	718,909.26

LIABILITIES

Loan From Macquarie	133,897.95	0.00
G S T Clearing Account	(17,757.62)	(7,860.97)
P A Y G Clearing A/C	48.29	30.47
Creditors	122,905.49	39,769.91
Accrued Expenses	12,269.56	0.00
Levies In Advance	199,839.88	196,748.40
Other Payments In Advance	0.00	16.50
Bonds Refundable	7,000.00	7,000.00
<u>TOTAL LIABILITIES</u>	458,203.55	235,704.31

<u>NET ASSETS</u>	\$ 132,593.22	\$ 483,204.95
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Strata Plan No. 47991

41 Rocklands Rd
Wollstonecraft NSW 2065

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD 1 NOVEMBER 2016 TO 31 OCTOBER 2017

<u>ADMINISTRATIVE FUND</u>	ACTUAL 01/11/15-31/10/16	ACTUAL 01/11/16-31/10/17	BUDGET 01/11/16-31/10/17	BUDGET 01/11/17-31/10/18
<u>INCOME</u>				
Levies - Administrative Fund	662,500.00	650,000.00	650,000.00	550,000.00
Interest On Overdue Levies	2,111.95	1,458.43	2,000.00	1,500.00
Insurance Claim Refund	0.00	0.00	1,000.00	1,000.00
Keys	400.00	100.00	400.00	200.00
Car Park Rent	21,804.00	0.00	0.00	0.00
Electricity Compensation - Tpg	0.00	365.00	0.00	350.00
Transfer To Capital Works Fund	0.00	0.00	(100,000.00)	0.00
GST On Income	(62,245.81)	(59,133.18)	(59,127.27)	(50,050.00)
<u>TOTAL ADMIN. FUND INCOME</u>	624,570.14	592,790.25	494,272.73	503,000.00
<u>EXPENDITURE - ADMIN. FUND</u>				
Amenities-Pool, Spa & Gym	1,880.04	9,632.00	2,500.00	3,500.00
Audit Accounting G S T Fees	2,475.00	2,475.00	2,500.00	2,500.00
Bank Charges	0.00	5.00	0.00	0.00
Caretaker Payments	42,284.00	46,128.00	46,200.00	46,500.00
Caretaker-Telephone	968.00	1,056.00	1,100.00	1,200.00
Carpet-Cleaning	1,848.00	2,644.00	2,000.00	3,000.00
Cleaning	127,073.10	140,693.59	135,000.00	140,000.00
Cleaning - High Pressure	0.00	14,305.50	5,000.00	8,000.00
Cleaning-Materials	3,833.44	30,969.50	17,500.00	17,500.00
Cleaning-Windows	2,970.00	3,245.00	3,000.00	3,500.00
Consulting-Contractor Comp	165.00	165.00	165.00	165.00
Electrical Repairs	4,537.50	2,421.10	5,000.00	2,500.00
Electrical-Globes	0.00	2,489.41	1,500.00	4,000.00
Insurance Repairs	753.50	0.00	1,000.00	0.00
Fees & Permits	75.00	225.00	100.00	250.00
Fire Protection Testing	8,820.83	8,768.13	23,000.00	20,000.00
Fire Protection Repairs	9,060.70	6,388.80	0.00	0.00
Fire Alarm Monitoring	4,230.85	2,883.36	0.00	0.00
Glazing-Window	0.00	264.00	4,000.00	2,000.00
Glazing-Door	2,087.00	0.00	2,000.00	2,000.00
Grounds-Gardening	46,195.00	49,154.52	47,000.00	50,000.00
Grounds-Tree Lopping	8,373.00	0.00	3,000.00	0.00
Grounds-Rubbish/Trade Waste	11,891.00	9,559.00	6,500.00	6,500.00
Insurance Premiums	49,926.38	57,128.29	50,000.00	59,000.00
Insurance Valuation	0.00	0.00	400.00	400.00
Insurance Claims - Excess	1,400.00	0.00	1,500.00	1,000.00
Access Device Expenses	1,226.50	1,457.50	1,300.00	1,500.00

Strata Plan No. 47991

41 Rocklands Rd
Wollstonecraft NSW 2065

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD 1 NOVEMBER 2016 TO 31 OCTOBER 2017

EXPENDITURE - ADMIN. FUND (Continued)	ACTUAL	ACTUAL	BUDGET	BUDGET
	01/11/15-31/10/16	01/11/16-31/10/17	01/11/16-31/10/17	01/11/17-31/10/18
Legal Fees	876.06	377.50	2,000.00	2,000.00
Arrears Letters	0.00	132.00	0.00	0.00
Lift-Maintenance	35,997.50	38,852.00	44,000.00	42,000.00
Lift-Repairs	836.00	990.00	1,000.00	1,000.00
Lift-Registration Fees	76.88	78.50	100.00	100.00
Lift-Telephone	4,689.46	4,630.01	4,300.00	4,700.00
Lift- Consultant	511.50	6,820.00	0.00	7,000.00
Office Equipment	578.29	1,667.65	1,000.00	2,000.00
Management Fees	31,916.70	33,333.34	33,000.00	33,600.00
Schedule B Fees	6,415.20	8,221.95	7,000.00	9,000.00
Meeting Room Hire	299.00	540.00	300.00	300.00
Accounting & Finance	0.00	55.00	0.00	0.00
Asset Maintenance	0.00	376.20	0.00	0.00
Strata Manager Consultancy	0.00	247.50	0.00	0.00
Disbursements	7,189.56	13,553.01	7,300.00	7,500.00
Website	4,527.37	4,276.80	4,500.00	0.00
Pest Control-Service	1,408.00	968.00	3,000.00	1,500.00
Plumbing-General	19,971.60	11,416.50	30,000.00	12,000.00
Plumbing-Sewerage	5,134.80	0.00	0.00	0.00
Plumbing-Hws/Boilers	2,847.90	465.30	3,000.00	2,000.00
Rep & Maint-Intercom	2,853.40	0.00	1,500.00	0.00
Rep & Maint-Air Conditioning	829.13	1,540.00	2,000.00	2,000.00
Rep & Maint-Exhaust Fan	440.00	0.00	1,000.00	500.00
Rep & Maint-Pump	0.00	0.00	1,000.00	1,000.00
Rep & Maint-Garage Gates	1,476.00	1,710.91	1,500.00	2,000.00
Rep & Maint-General Building	7,270.00	15,590.61	5,000.00	5,000.00
Rep & Maint-Locks	6,128.40	3,116.30	17,000.00	2,500.00
Rep & Maint-Balcony Doors	6,493.30	5,244.02	4,000.00	5,500.00
Rep & Maint-Gates	0.00	330.00	0.00	0.00
Communication Systems	7,480.00	7,480.00	7,600.00	7,600.00
Security	18,757.20	18,825.50	19,000.00	13,000.00
Services-Electricity	41,289.67	49,451.68	60,000.00	55,000.00
Services-Gas	7,336.11	6,116.96	8,000.00	8,000.00
Services-Water Usage	61,381.33	57,632.24	65,000.00	62,000.00
GST On Expenses	(49,751.15)	(56,757.23)	(57,205.94)	(54,701.37)
TOTAL ADMIN. EXPENDITURE	567,333.05	629,339.95	637,159.06	609,113.63
SURPLUS / DEFICIT	\$ 57,237.09	\$ (36,549.70)	\$ (142,886.33)	\$ (106,113.63)

Strata Plan No. 47991

41 Rocklands Rd
 Wollstonecraft NSW 2065

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD 1 NOVEMBER 2016 TO 31 OCTOBER 2017

EXPENDITURE - ADMIN. FUND (Continued)	ACTUAL	ACTUAL	BUDGET	BUDGET
	01/11/15-31/10/16	01/11/16-31/10/17	01/11/16-31/10/17	01/11/17-31/10/18
Opening Admin. Balance	138,900.40	196,137.49	196,137.49	159,587.79
ADMINISTRATIVE FUND BALANCE	\$ 196,137.49	\$ 159,587.79	\$ 53,251.16	\$ 53,474.16

Strata Plan No. 47991

41 Rocklands Rd
Wollstonecraft NSW 2065

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD 1 NOVEMBER 2016 TO 31 OCTOBER 2017

<u>CAPITAL WORKS FUND</u>	ACTUAL 01/11/15-31/10/16	ACTUAL 01/11/16-31/10/17	BUDGET 01/11/16-31/10/17	BUDGET 01/11/17-31/10/18
<u>INCOME</u>				
Levies - Capital Works Fund	632,514.12	605,778.22	583,920.00	399,805.00
Rent	0.00	22,465.00	22,000.00	22,000.00
Interest On Investment	6,059.52	8,568.50	5,000.00	9,000.00
Bank Interest	270.72	0.00	300.00	850.00
Tax Refund	0.00	19.23	0.00	0.00
Transfer From Admin Fund	0.00	0.00	100,000.00	0.00
GST On Income	(57,501.28)	(57,113.02)	(55,083.64)	(38,345.91)
TOTAL CAPITAL WORKS INCOME	581,343.08	579,717.93	656,136.36	393,309.09
<u>EXPENDITURE - CAPITAL WORKS</u>				
Loan Interest Repayment	23,863.59	24,637.30	200,000.00	0.00
Amenities-Pool & Spa Repairs	0.00	0.00	0.00	3,000.00
Amenities-Gym Equipment	0.00	8,344.00	9,000.00	0.00
Carpet-Replacement	0.00	0.00	0.00	4,855.00
Lifts Replacement	0.00	0.00	50,000.00	650,000.00
Consulting/Engineering Fees	18,128.00	22,981.75	20,000.00	22,000.00
Electrical Repairs	0.00	6,966.30	2,224.00	7,000.00
Upgrade Lighting	25,963.50	0.00	0.00	0.00
Fire Protection Repairs	0.00	8,516.20	19,224.00	25,000.00
Fire Dampers	0.00	10,400.50	25,000.00	25,000.00
Grounds-Tree Removal	0.00	0.00	0.00	12,000.00
Irrigation Systems	0.00	1,417.90	1,274.00	1,500.00
Plumbing-General	0.00	44,242.00	0.00	5,000.00
Hot Water Boilers & Pumps	6,133.49	0.00	10,000.00	40,000.00
Rep & Maint. -- Intercom.	82,484.77	0.00	0.00	0.00
Rep & Maint-Air Conditioning	0.00	176.00	0.00	0.00
Rep & Maint-Exhaust Fan	5,982.68	0.00	0.00	0.00
Rep & Maint-Garage Door	0.00	9,364.90	2,216.00	5,000.00
Rep & Maint-Television Antenna	4,310.90	0.00	0.00	0.00
Rep & Maint-General Building	0.00	4,928.60	5,000.00	15,000.00
Rep & Maint-Locks	0.00	17,118.20	0.00	0.00
Rep & Maint-Tiling	0.00	0.00	15,429.00	15,000.00
Rep & Maint-Fencing	0.00	0.00	2,890.00	3,000.00
Rep & Maint-Windows	0.00	0.00	17,575.00	0.00
Windows Locks-New Legislation	0.00	0.00	15,000.00	17,500.00
Rep & Maint-Doors	0.00	1,850.00	40,287.00	5,000.00
Rep & Maint-Gates	0.00	2,286.00	0.00	3,000.00
Painting Of Common Areas	20,235.50	25,467.60	30,318.00	20,000.00

Strata Plan No. 47991

41 Rocklands Rd
Wollstonecraft NSW 2065

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD 1 NOVEMBER 2016 TO 31 OCTOBER 2017

EXPENDITURE - CAPITAL WORKS (Continued)	ACTUAL		BUDGET	
	01/11/15-31/10/16	01/11/16-31/10/17	01/11/16-31/10/17	01/11/17-31/10/18
Rep & Maint-Paving-Driveway	0.00	0.00	4,306.00	0.00
Water Ingress Contingency	26,470.00	0.00	65,093.00	68,000.00
Balcony Rectification Works	211,446.43	16,375.73	162,500.00	262,500.00
Rep & Maint-Security System	0.00	1,232.83	0.00	0.00
Rep & Maint-Pergolas	26,400.00	0.00	0.00	0.00
Tax - Income Tax	(6.49)	97.83	0.00	0.00
Tax Installment	1,718.81	2,368.18	2,000.00	2,500.00
Tax Return	165.00	330.00	165.00	200.00
GST On Expenses	(38,883.66)	(16,545.32)	(45,227.41)	(109,959.57)
TOTAL CAP. WORKS EXPENDITURE	\$ 414,412.52	\$ 192,556.50	\$ 654,273.59	\$ 1,102,095.43
SURPLUS / DEFICIT	\$ 166,930.56	\$ 387,161.43	\$ 1,862.77	\$ (708,786.34)
Opening Capital Works Balance	(230,474.83)	(63,544.27)	(63,544.27)	323,617.16
CAPITAL WORKS FUND BALANCE	\$ (63,544.27)	\$ 323,617.16	\$ (61,681.50)	\$ (385,169.18)

ROCKLANDS RD - 41

STATEMENT OF KEY FINANCIAL INFORMATION

For period 1 November 2016 to 31 October 2017

Administrative Fund

Balance carried forward	196,137.49
Total income received	592,790.25
Total interest earned	0.00
Total contributions paid	666,549.36
Total unpaid contributions payable	-106,138.02
Total expenditure for maintenance	81,571.95
Total expenditure for administration costs	597,045.23
Balance at end of reporting period	159,587.79
Principal items of expenditure proposed for next reporting period	
Plumbing-General	12,000.00
Cleaning - High Pressure	8,000.00
Lift- Consultant	7,000.00
Rep & Maint-Balcony Doors	5,500.00
Rep & Maint-General Building	5,000.00
Electrical-Globes	4,000.00
Cleaning-Windows	3,500.00
Carpet-Cleaning	3,000.00
Electrical Repairs	2,500.00
Rep & Maint-Locks	2,500.00
Glazing-Window	2,000.00
Glazing-Door	2,000.00
Plumbing-Hws/Boilers	2,000.00
Rep & Maint-Air Conditioning	2,000.00
Rep & Maint-Garage Gates	2,000.00
Access Device Expenses	1,500.00
Pest Control-Service	1,500.00
Insurance Claims - Excess	1,000.00
Lift-Repairs	1,000.00
Rep & Maint-Pump	1,000.00
Rep & Maint-Exhaust Fan	500.00
Consulting-Contractor Comp	165.00
Total of proposed expenditure	<u>69,665.00</u>

Capital Works Fund

Balance carried forward	-63,544.27
Total income received	579,717.93
Total interest earned	8,568.50
Total contributions paid	592,578.53
Total unpaid contributions payable	-90,589.14
Total expenditure for maintenance	206,305.81
Total expenditure for administration costs	0.00

ROCKLANDS RD - 41

STATEMENT OF KEY FINANCIAL INFORMATION

For period 1 November 2016 to 31 October 2017

Capital Works Fund

Balance at end of reporting period		323,617.16
Principal items of expenditure proposed for next reporting period		
Lifts Replacement	650,000.00	
Balcony Rectification Works	262,500.00	
Water Ingress Contingency	68,000.00	
Hot Water Boilers & Pumps	40,000.00	
Fire Protection Repairs	25,000.00	
Fire Dampers	25,000.00	
Consulting/Engineering Fees	22,000.00	
Painting Of Common Areas	20,000.00	
Windows Locks-New Legislation	17,500.00	
Rep & Maint-General Building	15,000.00	
Rep & Maint-Tiling	15,000.00	
Electrical Repairs	7,000.00	
Plumbing-General	5,000.00	
Rep & Maint-Garage Door	5,000.00	
Rep & Maint-Doors	5,000.00	
Rep & Maint-Fencing	3,000.00	
Rep & Maint-Gates	3,000.00	
Irrigation Systems	1,500.00	
Total of proposed expenditure	<u>1,189,500.00</u>	

Strata Plan No. 47991

41 Rocklands Rd

Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable quarterly will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00001	1	58	797.50	579.72	1,377.22
00002	2	57	783.75	569.72	1,353.47
00003	3	43	591.25	429.79	1,021.04
00004	4	60	825.00	599.71	1,424.71
00005	5	59	811.25	589.71	1,400.96
00006	6	62	852.50	619.70	1,472.20
00007	7	63	866.25	629.69	1,495.94
00008	8	61	838.75	609.70	1,448.45
00009	9	63	866.25	629.69	1,495.94
00010	10	64	880.00	639.69	1,519.69
00011	11	63	866.25	629.69	1,495.94
00012	12	64	880.00	639.69	1,519.69
00013	13	66	907.50	659.68	1,567.18
00014	14	64	880.00	639.69	1,519.69
00015	15	66	907.50	659.68	1,567.18
00016	16	109	1,498.75	1,089.47	2,588.22
00017	17	67	921.25	669.67	1,590.92
00018	18	128	1,760.00	1,279.38	3,039.38
00019	19	51	701.25	509.75	1,211.00
00020	20	70	962.50	699.66	1,662.16
00021	21	58	797.50	579.72	1,377.22
00022	22	51	701.25	509.75	1,211.00
00023	23	52	715.00	519.75	1,234.75
00024	24	72	990.00	719.65	1,709.65
00025	25	60	825.00	599.71	1,424.71
00026	26	52	715.00	519.75	1,234.75
00027	27	52	715.00	519.75	1,234.75
00028	28	74	1,017.50	739.64	1,757.14
00029	29	63	866.25	629.69	1,495.94
00030	30	52	715.00	519.75	1,234.75
00031	31	57	783.75	569.72	1,353.47
00032	32	76	1,045.00	759.63	1,804.63
00033	33	63	866.25	629.69	1,495.94
00034	34	57	783.75	569.72	1,353.47
00035	35	58	797.50	579.72	1,377.22
00036	36	78	1,072.50	779.62	1,852.12
00037	37	64	880.00	639.69	1,519.69
00038	38	59	811.25	589.71	1,400.96

Strata Plan No. 47991

41 Rocklands Rd

Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable quarterly will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00039	39	59	811.25	589.71	1,400.96
00040	40	81	1,113.75	809.61	1,923.36
00041	41	65	893.75	649.68	1,543.43
00042	42	61	838.75	609.70	1,448.45
00043	43	89	1,223.75	889.57	2,113.32
00044	44	104	1,430.00	1,039.49	2,469.49
00045	45	68	935.00	679.67	1,614.67
00046	46	57	783.75	569.72	1,353.47
00047	47	66	907.50	659.68	1,567.18
00048	48	51	701.25	509.75	1,211.00
00049	49	58	797.50	579.72	1,377.22
00050	50	69	948.75	689.66	1,638.41
00051	51	52	715.00	519.75	1,234.75
00052	52	61	838.75	609.70	1,448.45
00053	53	60	825.00	599.71	1,424.71
00054	54	68	935.00	679.67	1,614.67
00055	55	52	715.00	519.75	1,234.75
00056	56	62	852.50	619.70	1,472.20
00057	57	61	838.75	609.70	1,448.45
00058	58	70	962.50	699.66	1,662.16
00059	59	57	783.75	569.72	1,353.47
00060	60	63	866.25	629.69	1,495.94
00061	61	62	852.50	619.70	1,472.20
00062	62	72	990.00	719.65	1,709.65
00063	63	58	797.50	579.72	1,377.22
00064	64	64	880.00	639.69	1,519.69
00065	65	63	866.25	629.69	1,495.94
00066	66	75	1,031.25	749.63	1,780.88
00067	67	59	811.25	589.71	1,400.96
00068	68	75	1,031.25	749.63	1,780.88
00069	69	75	1,031.25	749.63	1,780.88
00070	70	70	962.50	699.66	1,662.16
00071	71	82	1,127.50	819.60	1,947.10
00072	72	66	907.50	659.68	1,567.18
00073	73	36	495.00	359.82	854.82
00074	74	53	728.75	529.74	1,258.49
00075	75	53	728.75	529.74	1,258.49
00076	76	53	728.75	529.74	1,258.49

Strata Plan No. 47991

41 Rocklands Rd

Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable quarterly will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00077	77	52	715.00	519.75	1,234.75
00078	78	42	577.50	419.80	997.30
00079	79	52	715.00	519.75	1,234.75
00080	80	57	783.75	569.72	1,353.47
00081	81	57	783.75	569.72	1,353.47
00082	82	57	783.75	569.72	1,353.47
00083	83	54	742.50	539.74	1,282.24
00084	84	58	797.50	579.72	1,377.22
00085	85	58	797.50	579.72	1,377.22
00086	86	59	811.25	589.71	1,400.96
00087	87	63	866.25	629.69	1,495.94
00088	88	64	880.00	639.69	1,519.69
00089	89	60	825.00	599.71	1,424.71
00090	90	61	838.75	609.70	1,448.45
00091	91	49	673.75	489.76	1,163.51
00092	92	61	838.75	609.70	1,448.45
00093	93	61	838.75	609.70	1,448.45
00094	94	62	852.50	619.70	1,472.20
00095	95	86	1,182.50	859.58	2,042.08
00096	96	63	866.25	629.69	1,495.94
00097	97	72	990.00	719.65	1,709.65
00098	98	53	728.75	529.74	1,258.49
00099	99	66	907.50	659.68	1,567.18
00100	100	68	935.00	679.67	1,614.67
00101	101	70	962.50	699.66	1,662.16
00102	102	70	962.50	699.66	1,662.16
00103	103	57	783.75	569.72	1,353.47
00104	104	52	715.00	519.75	1,234.75
00105	105	57	783.75	569.72	1,353.47
00106	106	57	783.75	569.72	1,353.47
00107	107	53	728.75	529.74	1,258.49
00108	108	57	783.75	569.72	1,353.47
00109	109	42	577.50	419.80	997.30
00110	110	57	783.75	569.72	1,353.47
00111	111	57	783.75	569.72	1,353.47
00112	112	57	783.75	569.72	1,353.47
00113	113	43	591.25	429.79	1,021.04
00114	114	53	728.75	529.74	1,258.49

Strata Plan No. 47991

41 Rocklands Rd
Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable quarterly will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00115	115	52	715.00	519.75	1,234.75
00116	116	52	715.00	519.75	1,234.75
00117	117	45	618.75	449.78	1,068.53
00118	118	52	715.00	519.75	1,234.75
00119	119	69	948.75	689.66	1,638.41
00120	120	47	646.25	469.77	1,116.02
00121	121	69	948.75	689.66	1,638.41
00122	122	71	976.25	709.65	1,685.90
00123	123	57	783.75	569.72	1,353.47
00124	124	36	495.00	359.82	854.82
00125	125	53	728.75	529.74	1,258.49
00126	126	53	728.75	529.74	1,258.49
00127	127	73	1,003.75	729.64	1,733.39
00128	128	38	522.50	379.81	902.31
00129	129	53	728.75	529.74	1,258.49
00130	130	57	783.75	569.72	1,353.47
00131	131	72	990.00	719.65	1,709.65
00132	132	40	550.00	399.81	949.81
00133	133	53	728.75	529.74	1,258.49
00134	134	52	715.00	519.75	1,234.75
00135	135	73	1,003.75	729.64	1,733.39
00136	136	42	577.50	419.80	997.30
00137	137	57	783.75	569.72	1,353.47
00138	138	70	962.50	699.66	1,662.16
00139	139	74	1,017.50	739.64	1,757.14
00140	140	75	1,031.25	749.63	1,780.88
00141	141	84	1,155.00	839.59	1,994.59
00142	142	57	783.75	569.72	1,353.47
00143	143	57	783.75	569.72	1,353.47
00144	144	57	783.75	569.72	1,353.47
00145	145	57	783.75	569.72	1,353.47
00146	146	58	797.50	579.72	1,377.22
00147	147	58	797.50	579.72	1,377.22
00148	148	66	907.50	659.68	1,567.18
00149	149	57	783.75	569.72	1,353.47
00150	150	61	838.75	609.70	1,448.45
00151	151	58	797.50	579.72	1,377.22
00152	152	57	783.75	569.72	1,353.47

Strata Plan No. 47991

41 Rocklands Rd
Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable quarterly will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00153	153	59	811.25	589.71	1,400.96
00154	154	58	797.50	579.72	1,377.22
00155	155	79	1,086.25	789.61	1,875.86
00156	156	59	811.25	589.71	1,400.96
00157	157	75	1,031.25	749.63	1,780.88
00158	158	72	990.00	719.65	1,709.65
00159	159	59	811.25	589.71	1,400.96
00160	160	75	1,031.25	749.63	1,780.88
00161	161	63	866.25	629.69	1,495.94
00162	162	86	1,182.50	859.58	2,042.08
		10,000	137,500.00	99,951.20	237,451.20

Strata Plan No. 47991

41 Rocklands Rd

Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable periodically will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00001	1	58	942.50	0.00	942.50
00002	2	57	926.25	0.00	926.25
00003	3	43	698.75	0.00	698.75
00004	4	60	975.00	0.00	975.00
00005	5	59	958.75	0.00	958.75
00006	6	62	1,007.50	0.00	1,007.50
00007	7	63	1,023.75	0.00	1,023.75
00008	8	61	991.25	0.00	991.25
00009	9	63	1,023.75	0.00	1,023.75
00010	10	64	1,040.00	0.00	1,040.00
00011	11	63	1,023.75	0.00	1,023.75
00012	12	64	1,040.00	0.00	1,040.00
00013	13	66	1,072.50	0.00	1,072.50
00014	14	64	1,040.00	0.00	1,040.00
00015	15	66	1,072.50	0.00	1,072.50
00016	16	109	1,771.25	0.00	1,771.25
00017	17	67	1,088.75	0.00	1,088.75
00018	18	128	2,080.00	0.00	2,080.00
00019	19	51	828.75	0.00	828.75
00020	20	70	1,137.50	0.00	1,137.50
00021	21	58	942.50	0.00	942.50
00022	22	51	828.75	0.00	828.75
00023	23	52	845.00	0.00	845.00
00024	24	72	1,170.00	0.00	1,170.00
00025	25	60	975.00	0.00	975.00
00026	26	52	845.00	0.00	845.00
00027	27	52	845.00	0.00	845.00
00028	28	74	1,202.50	0.00	1,202.50
00029	29	63	1,023.75	0.00	1,023.75
00030	30	52	845.00	0.00	845.00
00031	31	57	926.25	0.00	926.25
00032	32	76	1,235.00	0.00	1,235.00
00033	33	63	1,023.75	0.00	1,023.75
00034	34	57	926.25	0.00	926.25
00035	35	58	942.50	0.00	942.50
00036	36	78	1,267.50	0.00	1,267.50
00037	37	64	1,040.00	0.00	1,040.00
00038	38	59	958.75	0.00	958.75

Strata Plan No. 47991

41 Rocklands Rd

Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable periodically will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00039	39	59	958.75	0.00	958.75
00040	40	81	1,316.25	0.00	1,316.25
00041	41	65	1,056.25	0.00	1,056.25
00042	42	61	991.25	0.00	991.25
00043	43	89	1,446.25	0.00	1,446.25
00044	44	104	1,690.00	0.00	1,690.00
00045	45	68	1,105.00	0.00	1,105.00
00046	46	57	926.25	0.00	926.25
00047	47	66	1,072.50	0.00	1,072.50
00048	48	51	828.75	0.00	828.75
00049	49	58	942.50	0.00	942.50
00050	50	69	1,121.25	0.00	1,121.25
00051	51	52	845.00	0.00	845.00
00052	52	61	991.25	0.00	991.25
00053	53	60	975.00	0.00	975.00
00054	54	68	1,105.00	0.00	1,105.00
00055	55	52	845.00	0.00	845.00
00056	56	62	1,007.50	0.00	1,007.50
00057	57	61	991.25	0.00	991.25
00058	58	70	1,137.50	0.00	1,137.50
00059	59	57	926.25	0.00	926.25
00060	60	63	1,023.75	0.00	1,023.75
00061	61	62	1,007.50	0.00	1,007.50
00062	62	72	1,170.00	0.00	1,170.00
00063	63	58	942.50	0.00	942.50
00064	64	64	1,040.00	0.00	1,040.00
00065	65	63	1,023.75	0.00	1,023.75
00066	66	75	1,218.75	0.00	1,218.75
00067	67	59	958.75	0.00	958.75
00068	68	75	1,218.75	0.00	1,218.75
00069	69	75	1,218.75	0.00	1,218.75
00070	70	70	1,137.50	0.00	1,137.50
00071	71	82	1,332.50	0.00	1,332.50
00072	72	66	1,072.50	0.00	1,072.50
00073	73	36	585.00	0.00	585.00
00074	74	53	861.25	0.00	861.25
00075	75	53	861.25	0.00	861.25
00076	76	53	861.25	0.00	861.25

Strata Plan No. 47991

41 Rocklands Rd

Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable periodically will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00077	77	52	845.00	0.00	845.00
00078	78	42	682.50	0.00	682.50
00079	79	52	845.00	0.00	845.00
00080	80	57	926.25	0.00	926.25
00081	81	57	926.25	0.00	926.25
00082	82	57	926.25	0.00	926.25
00083	83	54	877.50	0.00	877.50
00084	84	58	942.50	0.00	942.50
00085	85	58	942.50	0.00	942.50
00086	86	59	958.75	0.00	958.75
00087	87	63	1,023.75	0.00	1,023.75
00088	88	64	1,040.00	0.00	1,040.00
00089	89	60	975.00	0.00	975.00
00090	90	61	991.25	0.00	991.25
00091	91	49	796.25	0.00	796.25
00092	92	61	991.25	0.00	991.25
00093	93	61	991.25	0.00	991.25
00094	94	62	1,007.50	0.00	1,007.50
00095	95	86	1,397.50	0.00	1,397.50
00096	96	63	1,023.75	0.00	1,023.75
00097	97	72	1,170.00	0.00	1,170.00
00098	98	53	861.25	0.00	861.25
00099	99	66	1,072.50	0.00	1,072.50
00100	100	68	1,105.00	0.00	1,105.00
00101	101	70	1,137.50	0.00	1,137.50
00102	102	70	1,137.50	0.00	1,137.50
00103	103	57	926.25	0.00	926.25
00104	104	52	845.00	0.00	845.00
00105	105	57	926.25	0.00	926.25
00106	106	57	926.25	0.00	926.25
00107	107	53	861.25	0.00	861.25
00108	108	57	926.25	0.00	926.25
00109	109	42	682.50	0.00	682.50
00110	110	57	926.25	0.00	926.25
00111	111	57	926.25	0.00	926.25
00112	112	57	926.25	0.00	926.25
00113	113	43	698.75	0.00	698.75
00114	114	53	861.25	0.00	861.25

Strata Plan No. 47991

41 Rocklands Rd

Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable periodically will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00115	115	52	845.00	0.00	845.00
00116	116	52	845.00	0.00	845.00
00117	117	45	731.25	0.00	731.25
00118	118	52	845.00	0.00	845.00
00119	119	69	1,121.25	0.00	1,121.25
00120	120	47	763.75	0.00	763.75
00121	121	69	1,121.25	0.00	1,121.25
00122	122	71	1,153.75	0.00	1,153.75
00123	123	57	926.25	0.00	926.25
00124	124	36	585.00	0.00	585.00
00125	125	53	861.25	0.00	861.25
00126	126	53	861.25	0.00	861.25
00127	127	73	1,186.25	0.00	1,186.25
00128	128	38	617.50	0.00	617.50
00129	129	53	861.25	0.00	861.25
00130	130	57	926.25	0.00	926.25
00131	131	72	1,170.00	0.00	1,170.00
00132	132	40	650.00	0.00	650.00
00133	133	53	861.25	0.00	861.25
00134	134	52	845.00	0.00	845.00
00135	135	73	1,186.25	0.00	1,186.25
00136	136	42	682.50	0.00	682.50
00137	137	57	926.25	0.00	926.25
00138	138	70	1,137.50	0.00	1,137.50
00139	139	74	1,202.50	0.00	1,202.50
00140	140	75	1,218.75	0.00	1,218.75
00141	141	84	1,365.00	0.00	1,365.00
00142	142	57	926.25	0.00	926.25
00143	143	57	926.25	0.00	926.25
00144	144	57	926.25	0.00	926.25
00145	145	57	926.25	0.00	926.25
00146	146	58	942.50	0.00	942.50
00147	147	58	942.50	0.00	942.50
00148	148	66	1,072.50	0.00	1,072.50
00149	149	57	926.25	0.00	926.25
00150	150	61	991.25	0.00	991.25
00151	151	58	942.50	0.00	942.50
00152	152	57	926.25	0.00	926.25

Strata Plan No. 47991

41 Rocklands Rd
Wollstonecraft NSW 2065

LOT BUDGET SUMMARY

31 October 2018

If the foregoing budget is adopted levies for the specified period payable periodically will be as follows:

<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Net Total</u>
00153	153	59	958.75	0.00	958.75
00154	154	58	942.50	0.00	942.50
00155	155	79	1,283.75	0.00	1,283.75
00156	156	59	958.75	0.00	958.75
00157	157	75	1,218.75	0.00	1,218.75
00158	158	72	1,170.00	0.00	1,170.00
00159	159	59	958.75	0.00	958.75
00160	160	75	1,218.75	0.00	1,218.75
00161	161	63	1,023.75	0.00	1,023.75
00162	162	86	1,397.50	0.00	1,397.50
		10,000	162,500.00	0.00	162,500.00



JCA Lifts Pty Ltd ACN 124 779 406
PO Box 102, St Leonards NSW 1590
Suite 205, 460 Pacific Highway
ST. LEONARDS NSW 2065
T:(02) 9437 0577 F (02) 9437 0583

1 August 2017

Our ref.:10562-11-L01

**The Owners Corporation of Strata Plan 47991
C/- Bright & Duggan
Level 1, 37-43 Alexander Street
CROWS NEST, NSW 2150**

Attention: Mr Bart Jaworski

**41 ROCKLANDS ROAD, WOLLSTONECRAFT
LIFT SERVICES**

Four (4) lift companies, Otis Elevators, ThyssenKrupp Elevator, Schindler Lifts and Kone Elevators were invited to tender for, Option 1 – the upgrade works for the six (6) lifts and Option 2 – the replacement of the six (6) lifts with new Machineroomless lifts (MRL's), together with the on-going maintenance.

We received tenders from all the lift companies however some tenders provided comments and/or deviations which required further clarification.

We have now received sufficient responses and advise accordingly.

Schindler Lifts and Kone Elevators were not able to provide an upgrade offer, therefore two (2) upgrade offers were received from ThyssenKrupp Elevators and Otis Elevators. The offer made by Otis Elevators to upgrade Lift Nos. 1 to 6 was the most cost effective to the sum of \$ 1,500,000.00 exclusive of GST.

Otis Elevators also provided the most cost effective upgrade offer to upgrade Lift Nos. 2 and 5 only to the sum of \$ 470,000.00 exclusive of GST.

Replacement offers were received from the four (4) tendering companies with the best offer from a cost perspective being made by Schindler Lifts to the sum of \$1,249,026.54 exclusive of GST.

Kone Elevators and Otis Elevator provided the next best offers to sums of \$ 1,256,000.00 exclusive of GST and \$ 1,280,756.00 exclusive of GST respectively.

From the offers made, the lift replacement option was significantly more cost competitive. We would recommend that the replacement option be considered as the Owners would benefit not only in having new lift systems installed but also the removal of the existing redundant basement drive lift systems.

LONG TERM OWNERSHIP COMPARISONS - OPTION 1 (LIFT UPGRADE)

The following cost summary compares Option 1 from the lift companies for the offers made.

The summary is in order of capital cost magnitude and is in simple form, **exclusive** of GST and the effect of inflation and is based on:

- .1 The base upgrade works which includes a Prime Cost sum of \$30,000.00 per lift car for interiors.
- .2 Owing cost based on the capital cost and the three year fixed maintenance price which commences at the end of the twelve months defects liability.

OPTION 1 – LIFT UPGRADE – LIFT NOS. 1 TO 6

Tenderer	Upgrade Works \$	Maintenance per Annum \$	Owing Cost (4 years) \$
Otis Elevators	1,500,000.00	30,600.00	1,591,800.00
ThyssenKrupp Elevator	1,517,500.00	36,000.00	1,625,500.00

Tenderers were also requested to provide an optional price to upgrade Lift Nos. 2 and 5 only.

OPTION 1 – LIFT UPGRADE – LIFT NOS. 2 AND 5 ONLY

Tenderer	Upgrade Works \$	Maintenance per Annum \$	Owing Cost (4 years) \$
Otis Elevators	470,000.00	30,600.00	561,800.00
ThyssenKrupp Elevator	549,600.00	44,000.00	681,600.00

LONG TERM OWNERSHIP COMPARISONS - OPTION 2 (LIFT REPLACEMENT)

The following cost summary compares Option 2 from the lift companies for the offers made.

The summary is in order of capital cost magnitude and is in simple form, **exclusive** of GST and the effect of inflation and is based on:

- .1 Owing cost based on the capital cost and the three year fixed maintenance price which commences at the end of the twelve months defects liability.

OPTION 2 – LIFT REPLACEMENT – LIFT NOS. 1 TO 6

Tenderer	New MRL's \$	Maintenance per Annum \$	Owning Cost (4 years) \$
Schindler Lifts	1,249,026.54	39,372.00	1,367,142.50
Kone Elevators	1,256,000.00	38,500.00	1,371,500.00
Otis Elevators	1,280,756.00	30,600.00	1,372,556.00
ThyssenKrupp Elevator	1,662,800.00	36,000.00	1,770,800.00

Tenderers were also requested to provide an optional price to replace Lift Nos. 2 and 5 only.

OPTION 2 – LIFT REPLACEMENT – LIFT NOS. 2 AND 5 ONLY

Tenderer	New MRL's \$	Maintenance per Annum \$	Owning Cost (4 years) \$
Otis Elevators	426,918.00	30,600.00	518,718.00
Schindler Lifts	411,342.18	39,372.00	529,458.18
Kone Elevators	418,333.00	38,500.00	533,833.00
ThyssenKrupp Elevator	590,800.00	44,000.00	722,800.00

The tenderers were requested to provide an optional price to provide all six (6) lifts being capable of a contract speed of 1.6 metres per second in lieu of 1.0 metres per second.

Tenderer	New 1.6m/s MRL's Lift Nos. 1 to 6 \$	New 1.6m/s MRL's Lift Nos. 2 and 5 Only \$
Otis Elevators	Included in Base Tender	Included in Base Tender
Schindler Lifts	Included in Base Tender	Included in Base Tender
Kone Elevators	Included in Base Tender	Included in Base Tender
ThyssenKrupp Elevator	15,000.00	5,000.00

DELIVERY AND INSTALLATION

The following indicative time periods were offered by the lift companies as the minimum time period from receipt of order to completion of the works. The installation times do not include for Public holidays, RDO's, etc.

OPTION 1 – LIFT UPGRADE – LIFT NOS. 1 TO 6

Tenderer	Delivery	Installation	Total Time
Otis Elevators	24 weeks	58 weeks	82 weeks
ThyssenKrupp Elevator	28 weeks	57 weeks	85 weeks

OPTION 1 – LIFT UPGRADE – LIFT NOS. 2 AND 5 ONLY

Tenderer	Delivery	Installation	Total Time
Otis Elevators	24 weeks	21 weeks	45 weeks
ThyssenKrupp Elevator	28 weeks	20 weeks	48 weeks

OPTION 2 – LIFT REPLACEMENT – LIFT NOS. 1 TO 6

Tenderer	Delivery	Installation	Total Time
Otis Elevators	18 weeks	69 weeks	87 weeks
Kone Elevators	21 weeks	69 weeks	90 weeks
ThyssenKrupp Elevator	26 weeks	69 weeks	95 weeks
Schindler Lifts	23 weeks	75 weeks	98 weeks

OPTION 2 – LIFT REPLACEMENT – LIFT NOS. 2 AND 5 ONLY

Tenderer	Delivery	Installation	Total Time
Otis Elevators	18 weeks	23 weeks	41 weeks
Kone Elevators	21 weeks	23 weeks	44 weeks
Schindler Lifts	23 weeks	25 weeks	48 weeks
ThyssenKrupp Elevator	26 weeks	24 weeks	50 weeks

DEVIATIONS AND COMMENTS

Some of the tenderers offered some deviations and comments and below are only the relevant points we highlight.

ThyssenKrupp Elevator

- They have not received an Asbestos Register to review for this building. In the event the lift installation may contain asbestos they have not made allowance for the removal of any asbestos.
- They require a minimum of three (3) car parking spaces for the duration of the lift replacement project for site storage.
- They have provided their standard amendments to the AS4000 Contract and if ThyssenKrupp Elevators are to be considered these would need to be reviewed by the Owners.

Schindler Lifts

- They require a minimum of two (2) car parking spaces for the duration of the lift replacement project for site storage.
- They requested that the lift full replacement project be based on mutually agreed terms and conditions from previous projects.

Kone Elevators

- They have provided their standard amendments to the AS4000 Contract and if Kone Elevators are to be considered these would need to be reviewed by the Owners.

Otis Elevators

- They have provided their standard amendments to the AS4000 Contract and if Otis Elevators are to be considered these would need to be reviewed by the Owners.
- They have provided their standard amendments to the Owners Comprehensive Maintenance Agreement and if Otis Elevators are to be considered these would need to be reviewed by the Owners.

CONCLUSIONS AND RECOMMENDATIONS

There are two Options being considered here, firstly Option 1, upgrade of the existing lifts and secondly, Option 2, replacement of the existing lifts with new MRL's.

From the pricing received for the upgrade options the best offer for the upgrade of Lift Nos. 1 to 6 was provided by Otis Elevators to the sum of \$ 1,500,000.00 excluding GST.

Otis Elevators also provided the most cost effective upgrade offer to upgrade Lift Nos. 2 and 5 only to the sum of \$ 470,000.00 exclusive of GST.

The pricing received however for the lift replacement option was far more cost competitive and from the pricing received for the replacement option the best offer was provided by Schindler Lifts to the sum of \$ 1,249,026.54 excluding GST.

Kone Elevators and Otis Elevators provided the next best offers at \$ 1,256,000.00 exclusive of GST and \$ 1,280,756.00 exclusive of GST respectively.

The Owners will need to decide which option they would like to undertake, however based on the tenders received we would recommend in favour of the lift replacement option.

If the lift replacement option is accepted, new deeper lift cars will be installed to comply with the current Building Code of Australia and an option for faster lifts could be considered.

If the Owners were to proceed at this time with the lift replacement project, we would recommend that the tenderers be short listed and further negotiations take place.

Attached with this report are copies of the tender submissions from the lift companies.

We trust that this is satisfactory however should you have any queries, please do not hesitate to contact the undersigned.

JCA LIFT CONSULTANTS

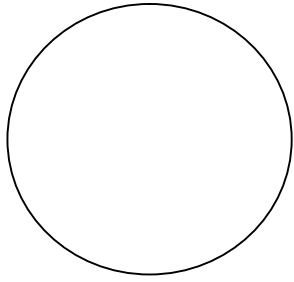


Colin Boswarva
Director

STRATA MANAGEMENT AGENCY AGREEMENT

Date 22 November 2017		
The Owners – Strata Plan 47991		"Owners Corporation"
Attention: The Secretary Address: 41 Rocklands Road, Wollstonecraft NSW 2065 Phone: Facsimile: Email: ABN: 82656984843		
The Agent - Bright & Duggan Pty Ltd		"Agent"
Attention: The Licensee Address: Level 1, 37-43 Alexander Street, Crows Nest NSW 2065 ABN: 32 001 554 650 Phone: 02 9902 7100 SCA (NSW) Membership 142 No: Facsimile: N/A Licence No: 119232 Email: customercare@bright-duggan.com.au		
Particulars		
Item 1	<i>Professional indemnity</i>	In accordance with Section 22 of the <i>Agents Act</i> .
Item 2	<i>Commencement date</i>	6 December 2017
Item 3	<i>Term</i>	12 months
Item 4	<i>Review date</i>	<input type="checkbox"/> In relation to <i>agreed services</i> annually on each anniversary of the commencement date or 1/01/2018 <input type="checkbox"/> In relation to <i>additional services rates</i> – annually on each anniversary of the commencement date or 1/01/2018 <input type="checkbox"/> In relation to <i>charges</i> – annually on each anniversary of the commencement date or 1/01/2018
Item 5	<i>Percentage increase p.a</i>	5%
Item 6	<i>Agreed services fee p.a</i>	\$33,600.00 plus rebates, discounts and commissions in Disclosure Schedule C1 and C2 – Agent retains all commissions (refer to clause 3.3(a)) All fees under this agreement are GST INCLUSIVE (clause 9)
Item 7	<i>Fee payment method</i>	Monthly – in arrears – scheduled to be processed after 20 th calendar day of the month
Item 8	<i>Manner of accounting</i>	Financial Statements – Provision of trust account statements Frequency of Accounting - Monthly Online/Upon Request – Both

STRATA MANAGEMENT AGENCY AGREEMENT

Signatures		
Owners Corporation		
The common seal of the <i>owners corporation</i> was affixed on 4 December 2017 in the presence of:		
<input type="text"/>	<input type="text"/>	
Signature	Signature	
<input type="text"/>	<input type="text"/>	
Name	Name	
<input type="text"/>	<input type="text"/>	
Designation	Designation	
Being the person(s) authorised by section 272 of the <i>Act</i> to attest the affixing of the seal.		
Agent		
Executed by the <i>agent</i> in accordance with Section 126 or 127 of the <i>Corporations Act 2001</i> (Cth) in the presence of:		
<input type="text"/>	<input type="text"/>	
Signature of Authorised Person	Signature of Authorised Person	
<input type="text"/>	<input type="text"/>	
Name of Authorised Person	Name of Authorised Person	
Service		
The <i>owners corporation</i> acknowledges receipt of a copy of this <i>agreement</i> within 48 hours of execution by the <i>owners corporation</i> (refer to page 8 for IMPORTANT NOTES to the parties when executing this <i>agreement</i>).		
<input type="text"/>	<input type="text"/>	
Name of Signatory	Signature	

Attention: Alex Birtwistle
Company: BAC Insurance Brokers Pty Ltd
Issue date: 4 April 2017

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	Strata Plan 47991	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	41 Rocklands Road, WOLLSTONECRAFT, New South Wales 2065	
SECTION 1:	<u>Property - Physical Damage</u> Buildings - \$81,560,000 Common Contents - \$815,600	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$20,000,000	
SECTION 4:	<u>Fidelity Guarantee</u> Limit in the Aggregate - \$100,000	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$50,000,000	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Government Audit Costs Limit of Indemnity - \$30,000 (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 (c) Legal Defense Expenses Limit of Indemnity - \$50,000	
POLICY NUMBER:	LNG-STR-122697	
PERIOD OF INSURANCE:	5 April 2017 to 5 April 2018 4pm Local Standard Time	
INSURER:	AAI Limited ABN 48 005 297 807 trading as Vero Insurance and AAI Limited trading as GIO Insurance in respect to workers compensation	

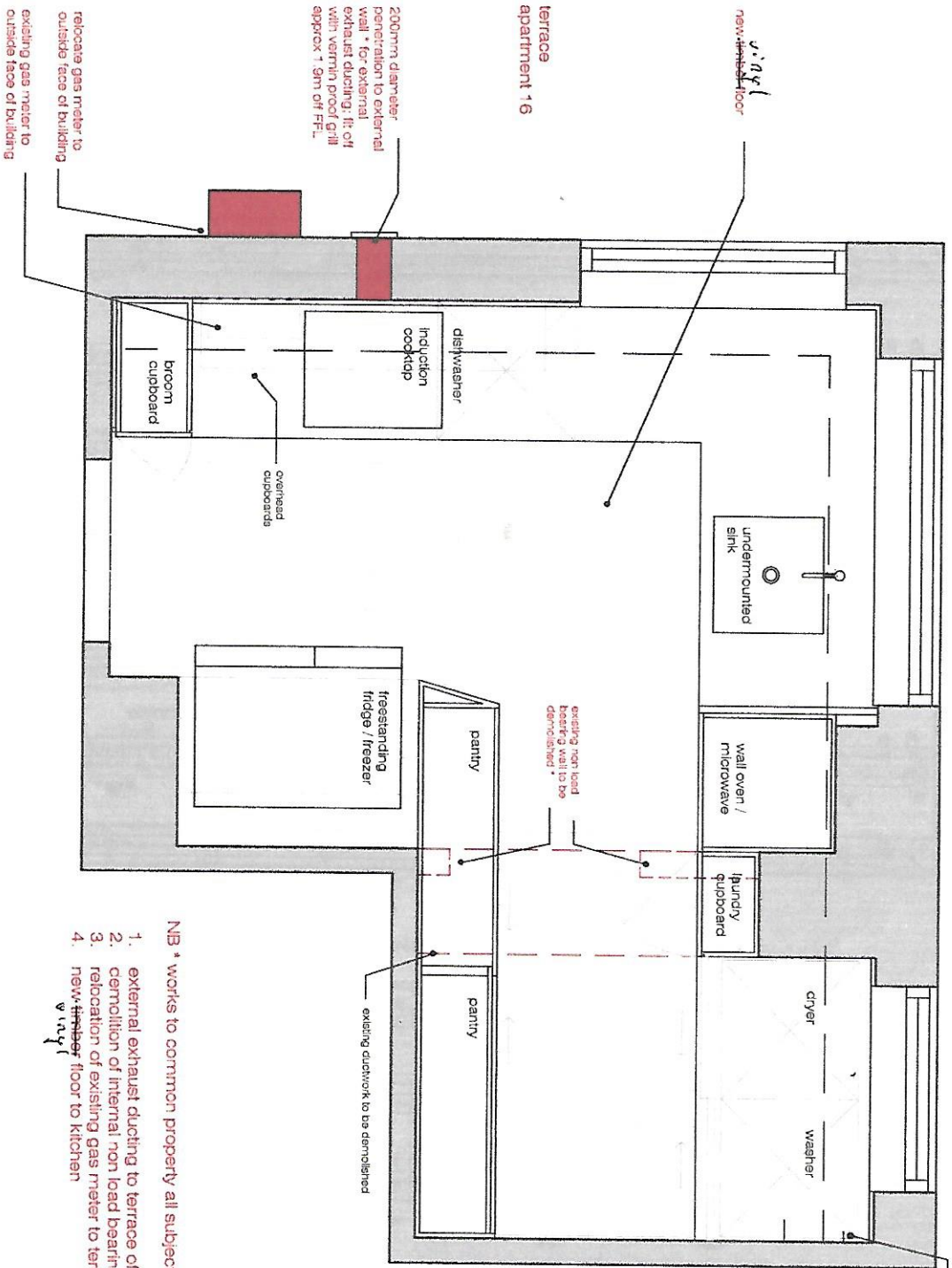
This certificate has been arranged by us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the "Insurance Contracts Act 1984". We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

Longitude Insurance Pty Ltd

ANNEXURE A

locate existing plumbing stop cocks to understorey



- NB * works to common property all subject to body corporate approval
1. external exhaust ducting to terrace of apartment 16
 2. demolition of internal non load bearing wall separating kitchen and laundry
 3. relocation of existing gas meter to terrace of apartment 16
 4. new ~~terrace~~ floor to kitchen ~~terrace~~

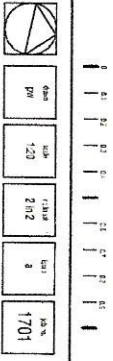
plan

NO.	DESCRIPTION	DATE
1	ISSUED FOR TENDER	15/12/20
2	ISSUED FOR TENDER	15/12/20
3	ISSUED FOR TENDER	15/12/20

NAME	DATE	BY

PROJECT
rocklands rd wallscrewail
ARCHITECT
pat & stephen howes

CLIENT
Kitchen - plan



PACIFIC PARK

CHAIRPERSON'S REPORT TO THE AGM (4 DECEMBER 2017)

The Strata Committee (SC) elected at the December 2016 AGM met 11 times in 2017. Tuan Truong resigned towards the end of the year and was replaced by Tony Moon. The attendance figures are in the attached table.

LIFTS

The SC was required by the AGM to examine whether the lifts needed to be replaced, and if so, when.

The SC met in January with representatives of Thyssen, which presently services the lifts. They advised the SC as follows:

- (a) The original manufacturer of the lifts (Otis) ceased making parts for the lifts many years ago and replacement parts are only coming from (if available) similar lifts being taken out of service.
- (b) Because of the age of the lifts this supply of old parts is drying up.
- (c) The critical parts of the lifts are the controller, motor drive, call buttons, floor indicators, with the controller and drive being absolutely critical.
- (d) While the maintenance contractor is doing its utmost to repair parts when and if warranted, they cannot guarantee the next breakdown will be repairable and if so, that lift will be out of service indefinitely.
- (e) Lead time to then provide a replacement lift would be 6 months for order and delivery from overseas plus a further 2 months to install ready for use.
- (f) Thus if a lift breaks down and cannot be repaired, those residents will be using the stairs for at least 8 months.
- (g) Modernisation of the lifts would be more practical than completely new lifts and lift car installation.
- (h) Any new upgrade would provide totally compliant lifts to meet all current statutory regulations.
- (i) There would be cost benefits to plan to replace all lifts in one program (i.e. one directly after the other) rather than one/two at a time.

The SC resolved unanimously in February that it had come to the conclusion that the lifts required replacement or refurbishment.

In April the SC commissioned an independent expert, JCA Lift Consultants (JCA), to provide a report upon the available options. JCA reported in May as follows:

- (a) Full replacement of lifts, rather than refurbishment, is more common nowadays – the costs are often similar.
- (b) If you only replace one or two lifts in a year, and defer the rest, one disadvantage is that you may not end up with the same contractor or the same equipment for any later lifts.
- (c) Whatever brand of lifts is installed, they can be maintained by other companies.
- (d) Any tender should ask for two prices – replacement and refurbishment.
- (e) The existing landing doors and frames may or may not fit a new system.
- (f) There will be a 12 month guarantee period on any installation.
- (g) After 12 months each new lift will need a comprehensive maintenance agreement.

The SC resolved unanimously to commission JCA to prepare and conduct a tender process. JCA conducted the tender and reported to the SC on 1 August 2017. A copy of that report is attached to the Agenda papers for the AGM. It can also be downloaded from the Pacific Park website.

In August the SC resolved unanimously to present a motion to the AGM to engage Schindler Lifts to commence the replacement of all six lifts commencing in 2018, with the cost to be funded by a special levy spread over 8 quarters.

The full history of the lifts in 2017 can be found on the Pacific Park website pacificpark.org/lifts, and was discussed at an Information Meeting held on 21 November 2017.

BUILDING REMEDIAL WORKS

Despite there being a long list of necessary building works, mainly involving water penetration, little progress was made in 2017. The SC could not obtain timely reports from the strata engineer, which led to the SC in August suspending all works by that engineer. A new strata engineer has been appointed.

In addition, a Major Works Sub-Committee was established, so that it could report to the SC about the progress of works. Michael Morris and Tony Moon have met with the new strata engineer, and she will now re-inspect each property, conduct fresh tenders and report to the 2018 SC. Levies to fund the

existing works were collected as part of the 2017 budget adopted at the December 2016 AGM.



David Russell
Chairperson of the Strata Committee 2017

STRATA COMMITTEE MEMBER	Attended full meeting	Attended part of meeting
Lim, Amy	11	
Mackay, Clive	7	
Mackie, Trent	4	5
Moon, Tony	1 (out of 2)	
Morris, Michael	9	
Miller, Steve	4	
Newby, Tony	10	
Pleass, Jay	9	
Russell, David	11	
Truong, Tuan	4 (out of 9)	