

COASTAL**STRATA**

## STRATA INSPECTION REPORT

<b>Address of the unit</b>	'Addison Terraces', Unit 7/28 Addison Street, Shellharbour NSW
<b>Date of this report</b>	Tuesday, 25 February 2025
<b>Prepared by</b>	Coastal Strata  02 4297 2555 info@coastalstrata.com.au coastalstrata.com.au

Buying a strata unit? You'll need to find out if the scheme is well-run, well-maintained, adequately financed, and planned well.

How do you do that? Well we've inspected the strata scheme's records at the strata manager's office and prepared this report to provide you with valuable knowledge, reassurance and insights into the strata scheme.

We know there's a lot of information (trust us, it's all relevant though!) so if you have any questions please get in touch on 02 4297 2555 or info@coastalstrata.com.au



Craig Baylis

**Licensed Strata Manager & Managing Director  
Coastal Strata**

## PROFILE

Client and property details

### CLIENT

<b>Instructions from</b>	Paul and Margaret Knowles
<b>Purchaser</b>	To Be Advised
<b>Vendor</b>	Paul and Margaret Knowles
<b>Address of the unit</b>	'Addison Terraces', Unit 7/28 Addison Street, Shellharbour NSW
<b>Strata Plan Number</b>	75794
<b>Lot number</b>	7
<b>Date of this report</b>	Tuesday, 25 February 2025

### STRATA MANAGING AGENT

Strata schemes can hire a licensed strata managing agent to help manage the scheme. An agency agreement outlines the agent's responsibilities and generally includes budgeting and planning, coordinating repairs and service providers and meeting preparation and attendance.

A strata managing agent is appointed by the strata scheme by a majority vote at a general meeting.

<b>Strata Managing Agent</b>	Jamesons Strata Management Level 1, 55 Kembla Street Wollongong NSW Phone (02) 4228 0455 Email: jamesons@jamesons.com.au
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## SUMMARY

This brief summary is supplied to allow a quick and superficial overview of the top issues within the report. This summary is not the report and cannot be relied upon on its own. You should read the full inspection report for more information.

### BUILDING

<b>Building section comments</b>	Please read the other building matters section for details of previous repairs, current external painting program and water ingress works currently being quoted.
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### FINANCIAL

<b>Levies per quarter</b>	\$1,508
<b>Special levies</b>	<p>There are no current special levies. Please read the other building matters section for details of water ingress repairs required at the property. Costs are currently unknown.</p> <p>If a special levy is raised your lot would need to pay \$58.60 out of every \$1,000 raised.</p>
<b>Administrative fund balance</b>	\$11,025
<b>Capital works fund balance</b>	\$12,311
<b>Capital works fund plan</b>	<p>Attached for your information is an extract from the Capital works fund plan. From the plan and records we note:</p> <ul style="list-style-type: none"> <li>The plan suggests that at this point in time the Capital Works Fund should be approximately \$44,000 however the balance is currently only \$12,311.</li> <li>The levies currently raise \$35,460 per year to the Capital Fund.</li> <li>The plan suggests that \$12,548 should be raised.</li> <li>The owners have increased the contributions to the Capital Fund to help bring the balance back in line with the plans suggested amount.</li> </ul> <p>If the balance is insufficient when repairs are due it increases the possibility that special levies may be needed.</p>

### PEOPLE

<b>Pets By-law</b>	Residents must obtain written permission from the owners corporation in order to keep a pet.
<b>By-laws specially related to your lot</b>	There are no special by-laws that relate specifically to your lot.

## BUILDING

### PROPERTY DETAILS

<b>Description</b>	Three storey brick commercial and residential building
<b>Number of units</b>	<ul style="list-style-type: none"> <li>Residential units - Lots 1 - 18</li> <li>Commercial units - Lots 19, 20 &amp; 21.</li> </ul> <p>USE OF LOT 21 We noted correspondence from 2012 indicating the owners corporation understood Lot 21 was to be a recreation room for use only by residents and a building plan (attached) states that the lot is a 'Recreation Room'.</p> <p>However, it appears that the Lot is a commercial office owned by a lot owner rather than the owners corporation. No further more recent correspondence was sighted about this matter perhaps indicating that the owners corporation are no longer concerned with the commercial use of the lot.</p>
<b>Number of lots</b>	21
<b>Unit entitlement of your lot</b>	586
<b>Unit entitlement total</b>	10000
<b>BMC / Community Association</b>	This strata plan is not a part of a larger development such as within a BMC Stratum Development or a Community Association.

### UNIT AREA

**What is a strata scheme?** - A strata scheme is a building or group of buildings divided into lots, which can include individual units, car spaces and storage areas. When you buy a lot, you own the individual lot as well as share the ownership of common property with people who own the other lots.

<b>Lot unit area (m2)</b>	132
<b>Lot car space area (m2)</b>	23
<b>Lot yard and / or balcony area (m2)</b>	Included in lot unit area
<b>Lot other areas (m2)</b>	0
<b>Lot total area (m2)</b>	155
<b>Notes</b>	Nil

#### CRAIG'S TIP



The unit areas above are noted on the strata plan as part of your lot. We suggest you make sure the information above matches the plans attached to the contract and what you've been told about the unit.

## REPAIRS & MAINTENANCE

Below is a snapshot of any recent major repairs and maintenance carried out. If you require further information on the condition of the lot you are purchasing you may wish to obtain a Building Inspection Report from another provider.

<b>2025</b>	External Painting \$16,269 (year 5 of 7)
<b>2024</b>	unit 14 window replacement \$6,410, external painting \$15,837 (year 4 of 7)
<b>2023</b>	External painting \$15,150 (year 3 of 7)
<b>2022</b>	External Painting \$14,412 (year 2 of 7), Crack repairs \$8,167
<b>2021</b>	External Painting \$13,493 (year 1 of 7), repairs required before painting \$1,204
<b>2020</b>	Fire Compliance Upgrade \$1,617

<b>Notes</b>	Nil
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### CRAIG'S TIP



**Who pays for repairs?** - The owners corporation are responsible to repair and maintain the common property and each owner is responsible to repair and maintain items that are part of their lot. The strata plan shows the boundaries of your lot and therefore which parts of the building you are responsible for.

## REPORTS

Owners corporations can obtain a variety of reports to assist in the management, maintenance and repair of the common property.

<b>Work Health &amp; Safety Report</b>	A WH&S Report has not been obtained. It is suggested that the owners corporation obtain a WH&S Report to check for any slip, trip hazards and the like.
<b>Asbestos Report</b>	An Asbestos Report has not been obtained however it may not be required due to the age of the building.
<b>Termite Inspection Report</b>	From the information sighted termite inspection reports are not currently being obtained. If you have concerns about termites to your lot you may wish to arrange an inspection from another provider.

## BUILDING DEFECTS

Strata schemes can obtain a Building Defect Report to identify known or unknown building issues within a property. Depending on the age and structure of the property the developer or other parties may be responsible to arrange the required repairs.

<b>Building defects</b>	<p>In 2013 building defect repairs were completed at a cost to the Home Owners Warranty Insurer of approximately \$129,000.</p> <p>The defect repairs were carried out by Suntech Building Services and a Certificate of Practical Completion was issued. All of the defect repair costs were paid directly by Vero as part of the Home Owners Warranty Claim.</p>
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## OTHER BUILDING MATTERS

### EXTERNAL PAINTING

At the Annual General Meeting held in November 2020 the owners approved entering a 7 year painting program quote which will cost \$12,267 per annum.

### CRACKING REPORT WORKS TO UNITS 5,6,7,8

Attached is an engineer's report recently obtained that comments on cracking to units 5,6,7,8 the complex. The report notes that the structure is adequate although some repairs may be required to steel lintels and surrounding bricks.

At the August 2021 Strata Committee Meeting the owners deferred the decision to repair the cracking till the next Annual General Meeting to give them time to add the common area cracking to the quotes and remove the cracking inside individual units from the quotes. A quote for \$5,880 was approved at the 2021 Annual General Meeting to undertake cracking repairs to the common areas. It is unclear if further works will be required.

### UNIT 21 WATER DAMAGE

In 2019 unit 21 sustained water damage from a burst pipe in unit 14 which leaked into unit 21. At the Strata Committee Meeting held in August 2021 it was advised that further minor water damage has become apparent and was to be reported to the insurer to have the builder re-attend site.

At the 2022 Annual General meeting it was reported that the waterproofing was failing in unit 14 which was affecting unit 21. No correspondence was sighted to advise if this issue has been rectified or is still under investigation. Future costs are unknown.

### WATER INGRESS

An engineers report was obtained to investigate water ingress to units 5, 6, 16 and the external wall of units 6 & 7. At the Committee meeting held in September 2024 the owners approved progressing to seek tenders for the required works. These tenders are yet to be received so future costs are currently unknown.

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## FINANCIAL

**What are levies?** - Levies are a fee or 'contribution' paid by all lot owners in a scheme to cover any projected costs and expenses. Generally, the levy contributions are paid by quarterly instalments as approved at the annual general meetings (AGM).

### LEVIES

<b>Administrative fund levy</b>	\$989
<b>Capital Works Fund levy</b>	\$519
<b>Total Levy Per Quarter</b>	\$1,508
<b>Levies currently paid to</b>	31/03/2025. It is common practice that the purchaser's conveyancer will obtain a section 184 certificate prior to settlement to ensure that the vendor has paid the levies to the settlement date.
<b>Notes</b>	Nil

#### CRAIG'S TIP



Low levies are not necessarily a good thing. Ideally a strata scheme should be raising sufficient funds into the Administrative fund to cover the recurring expenses each year plus keeping the Capital Works Fund balance in line with the recommendations in their Capital Works Fund plan.

## SPECIAL LEVIES

Owners corporations can vote to introduce a 'special levy', which can sometimes be a large amount.

Special levies may be needed when there are insufficient funds to cover large capital works, unforeseen works or to carry out major repairs to the common property.

Special levies are calculated according to the lot entitlement of each lot owner. The special levy rate shows the % your lot contributes towards special levy amounts raised.

<b>Special levy %</b>	5.9%
<b>Special levies</b>	<p>There are no current special levies. Please read the other building matters section for details of water ingress repairs required at the property. Costs are currently unknown.</p> <p>If a special levy is raised your lot would need to pay \$58.60 out of every \$1,000 raised.</p> <p>2023 - \$4,000 raised to pay for the CCTV installation.</p>

## BANK BALANCES

The **Administrative fund** is to pay for day-to-day recurrent expenses such as insurance, strata managers fees, common lawns and garden maintenance etc. If the administrative fund is in deficit the budget may need to be increased at the next annual general meeting to repay the deficit and ensure sufficient funds are available when required.

The **Capital Works Fund** (previously called the *Sinking fund*) is used to pay for expenses such as painting, fencing, driveway repairs, carpets, roofing and guttering.

Even one owner in **arrears** can severely impact the cash flow in a strata scheme. Strata managers often engage a debt collection agency to pursue owners who are in arrears.

<b>Administrative Fund Balance</b>	\$11,025
<b>Capital Works Fund Balance</b>	\$12,311
<b>Levy Arrears Total</b>	\$760

## CAPITAL WORKS FUND PLAN

Owners corporations must prepare a plan of anticipated major expenditure required in the next 10 years. The forecast suggests annual budget amounts aiming to have sufficient funds when repairs are needed.

<b>Capital Works Fund plan</b>	<p>Attached for your information is an extract from the Capital works fund plan. From the plan and records we note:</p> <ul style="list-style-type: none"><li>• The plan suggests that at this point in time the Capital Works Fund should be approximately \$44,000 however the balance is currently only \$12,311.</li><li>• The levies currently raise \$35,460 per year to the Capital Fund.</li><li>• The plan suggests that \$12,548 should be raised.</li><li>• The owners have increased the contributions to the Capital Fund to help bring the balance back in line with the plans suggested amount.</li></ul> <p>If the balance is insufficient when repairs are due it increases the possibility that special levies may be needed.</p>
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## OTHER FINANCIAL MATTERS

Nil

## INSURANCE

Owners corporations must insure the buildings or structures on its common property under a damage policy with an approved insurer.

### INSURANCE POLICY

<b>Insurer</b>	AXIS
<b>Policy renewal date</b>	31/08/2025
<b>Premium</b>	\$25,182
<b>Building sum insured</b>	\$11,990,000
<b>Public liability</b>	\$20,000,000

### OTHER INSURANCE MATTERS

Nil

#### CRAIG'S TIP



Typically the strata insurance is paid as part of your levies.

As an owner you'll need to consider taking out your insurance for your contents, landlords insurance if renting the unit out and any other insurance you deem appropriate.

## PEOPLE

### BY-LAWS

All strata schemes have a set of by-laws (rules) that owners, occupiers and, in some cases, visitors must follow. By-laws cover issues such as whether or not pets are permitted on the scheme, how smoking is regulated, parking, noise, and the conduct of residents and visitors.

<b>By-laws</b>	A copy of the by-laws that apply to this strata scheme are attached for your information.
<b>By-laws relating specifically to your lot</b>	There are no special by-laws that relate specifically to your lot.
<b>Pets By-law</b>	Residents must obtain written permission from the owners corporation in order to keep a pet.

### MEETINGS

Owners corporations are required to have at least one meeting per year, the annual general meeting, where amongst other items the budget and levies are set for the coming year.

Meetings other than the AGM are called general meetings.

<b>Date of last meeting</b>	29/02/2024 AGM 05/09/2024 SCM
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#### CRAIG'S TIP



Each owner has one vote for each lot they own. If someone has outstanding strata fees owing they are considered unfinancial and cannot vote unless an unanimous resolution is needed.

Most decisions can be made by a simple majority vote (more than 50 percent). A poll can be called for regardless of the vote. In a poll vote, votes are worked out by counting the unit entitlements.

### OWNER OCCUPIERS

<b>Based on strata roll the following units are owner occupied</b>	Unable to determine from the information provided as the strata manager did not provide a list of all owner's addresses.
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### OTHER PEOPLE MATTERS

Nil

## CONTACT US

We know there's a lot of information in this report (trust us, it's all relevant though!) so if you have any questions please get in touch.

02 4297 2555  
info@coastalstrata.com.au

Regards



Craig Baylis

**Licensed Strata Managing Agent and Managing Director  
Coastal Strata**

### **Legal Disclaimer**

This inspection report has been prepared by reviewing documents supplied by the owners corporation or by their strata managing agent. No responsibility will be accepted for errors or omissions should the report be found to be incorrect, as it is possible that some of the records were not made available for inspection. The information provided relates to strata schemes within New South Wales only. As legislation can differ between Australian States and Territories this information is not to be construed to apply to any other state or territory.

Coastal Strata accepts no liability to a third party in the event that this report is provided to a third party other than the client named in this report. Should a third party become in possession of this report an updated Inspection Report should be obtained.

### **Prohibition On the Provision or Sale of the Report**

This report may not be sold or provided to any other person without our express written permission, unless the client is authorised to do so by legislation. If we give our permission it may be subject to conditions such as payment of a further fee by the other person and agreement from the other person to comply with this clause.

# INSPECTION REPORT ATTACHMENTS



FOLIO: CP/SP75794

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SEARCH DATE	TIME	EDITION NO	DATE
14/10/2024	12:17 PM	5	9/10/2023

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 75794  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SHELLHARBOUR  
LOCAL GOVERNMENT AREA SHELLHARBOUR  
PARISH OF TERRAGONG COUNTY OF CAMDEN  
TITLE DIAGRAM SP75794

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 75794  
ADDRESS FOR SERVICE OF DOCUMENTS:  
28 ADDISON STREET  
SHELLHARBOUR 2529

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AM708629 INITIAL PERIOD EXPIRED
- 3 AT500797 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

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STRATA PLAN 75794

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	472	2	473	3	427	4	433
5	588	6	586	7	586	8	581
9	460	10	457	11	458	12	458
13	458	14	465	15	467	16	458
17	458	18	457	19	503	20	503
21	252						

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



STRATA CERTIFICATE

*Name of the Accredited Certifier* **GORDON WREN**  
 Being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 and Strata Schemes (Leasehold Development) Act 1986 has been complied with, approves of the proposed:

~~Strata Plan / Strata Plan of Subdivision~~

Illustrated in the annexure to this certificate.

The accredited officer is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~The strata plan/strata plan of subdivision is part of a development scheme the council/accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan will affect to the steps of the strata development contract to which it relates.~~

~~Council does not object to the encroachment of the building beyond the alignment~~

The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

~~This approval is given on the condition that the use of lot(s)~~

(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 39 of the Strata Schemes (Leasehold Development) Act 1986.

Date **5 SEPT. 2005**  
 Subdivision No. **SC 709**

Accredited No. **PSOA 003**  
 Relevant Development Consent No. **692/2000**  
 Issued by **SHELLHARBOUR COUNCIL**

*John De*  
 Authorised Person / Council Manager / Accredited Certifier

\*Complete or delete if inapplicable

SURVEYOR'S CERTIFICATE

**SHAWN MAURICE LE CLERC**

of **ROGER BOXALL SURVEYORS P/L PO BOX 519 SUTHERLAND NSW**

a surveyor registered under the Surveyors Act 2002, hereby certify that:

- (1) each applicable requirement of
  - \* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
  - \* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986
 has been met;
- (2) \* (a) the building encroaches on a public place;
  - \* (b) the building encroaches on land (other than a public place) in respect of which encroachment on appropriate easement:
    - \* has been created by registered +
    - \* is to be created under section 88B of the Conveyancing Act 1919.
- (3) the survey information recorded in any accompanying location plan is accurate.

Signature: *Shawn Le Clerc*  
 Date: **15-8-2005**

\* Delete if inapplicable  
 + State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in **6** sheets.

\* **MIXED USE** Model By-laws adopted for this scheme  
 Keeping of Animals: Option A/B/C  
 \*Schedule of By-laws in .... sheets filed with plan  
 \*NO By-laws Apply  
 \*Strike out whichever is inapplicable


PLAN OF SUBDIVISION OF LOT 200  
 IN DP1088665

**L G A SHELLHARBOUR** Suburb: **SHELLHARBOUR**  
 Locality: **SHELLHARBOUR**

Parish: **TERRAGONG** County: **CAMDEN**

Name of, and \*address for service of notices on, the owners corporation  
**THE OWNERS - STRATA PLAN No 75794**  
**No. 28 ADDISON STREET,**  
**SHELLHARBOUR 2529.**

**SP75794**

Registered:  **19.10.2005**

Purpose: **STRATA PLAN**

Ref Map: **W8270-82**

Last Plan: **DP1088665**

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	472	12	458
2	473	13	458
3	427	14	465
4	433	15	467
5	588	16	458
6	586	17	458
7	586	18	457
8	581	19	503
9	460	20	503
10	457	21	252
11	458	AGGREGATE	10000

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

**ADDISON RECENTS PTY LIMITED A/CN 005747032 PURSUANT TO S127 CORPORATIONS LAW BY 17 DIRECTORS**

*Mario Matoso*  
**MARIO MATOSO**  
 DIRECTOR

*Dino Stephanidis*  
**DINO STEPHANIDIS**  
 DIRECTOR

*Joseph Vaswani*  
**JOSEPH VASWANIS**  
 DIRECTOR

SUNCORP-METWAY Ltd. A.C.N. 010 831 722 BY ITS ATTORNEY

MARIO MATOSO CALEITE

WHO CERTIFIES THAT THEY ARE A LEVEL II ATTORNEY PURSUANT TO POWER OF ATTORNEY BOOK 859 NO. 372 OF WHICH THEY HAVE RECEIVED NO NOTICE OF REVOCATION SIGNED IN MY PRESENCE BY THE SAID ATTORNEY WHO IS PERSONALLY KNOWN TO ME

*Mario Matoso*  
 WITNESS  
*Laraine Bell*

**Laraine Bell**  
 PROPERTY FINANCE

Req:R308430 /Doc:SP 0075794 P /Rev:20-Oct-2005 /Sts:SC.OK /Prt:11-Nov-2005 17:02 /Pgs:ALL /Seq:1 of 6  
 Ref:1772421 /Src:U

SP75794

1079787

M.G.A.

BRICK (0.055)

FACE WALL ON BDY

STH FACE STEEL POST (2.95) OVER

STREET

ADDISON

STH FACE STEEL POST (2.97) OVER

BRICK (0.04)

18.29 TO MARY ST.

3 STOREY BRICK COMMERCIAL & RESIDENTIAL FLAT BUILDING No. 28

25

11740

P

D

FW 1.78

(0.405)

(0.38)

1.81

(0.015)

32.69

(0.025)

(0.12)

50.19

(0.29)

50.32

3

(0.14)

(0.21)

(0.1)

S

P

71502

D

P

26574

LOCATION PLAN

- B DENOTES BALCONY
- GB DENOTES GARDEN BOX
- P DENOTES PATIO
- ST DENOTES STAIRS
- T DENOTES TERRACE

Reduction Ratio 1: 200

Lengths are in metres

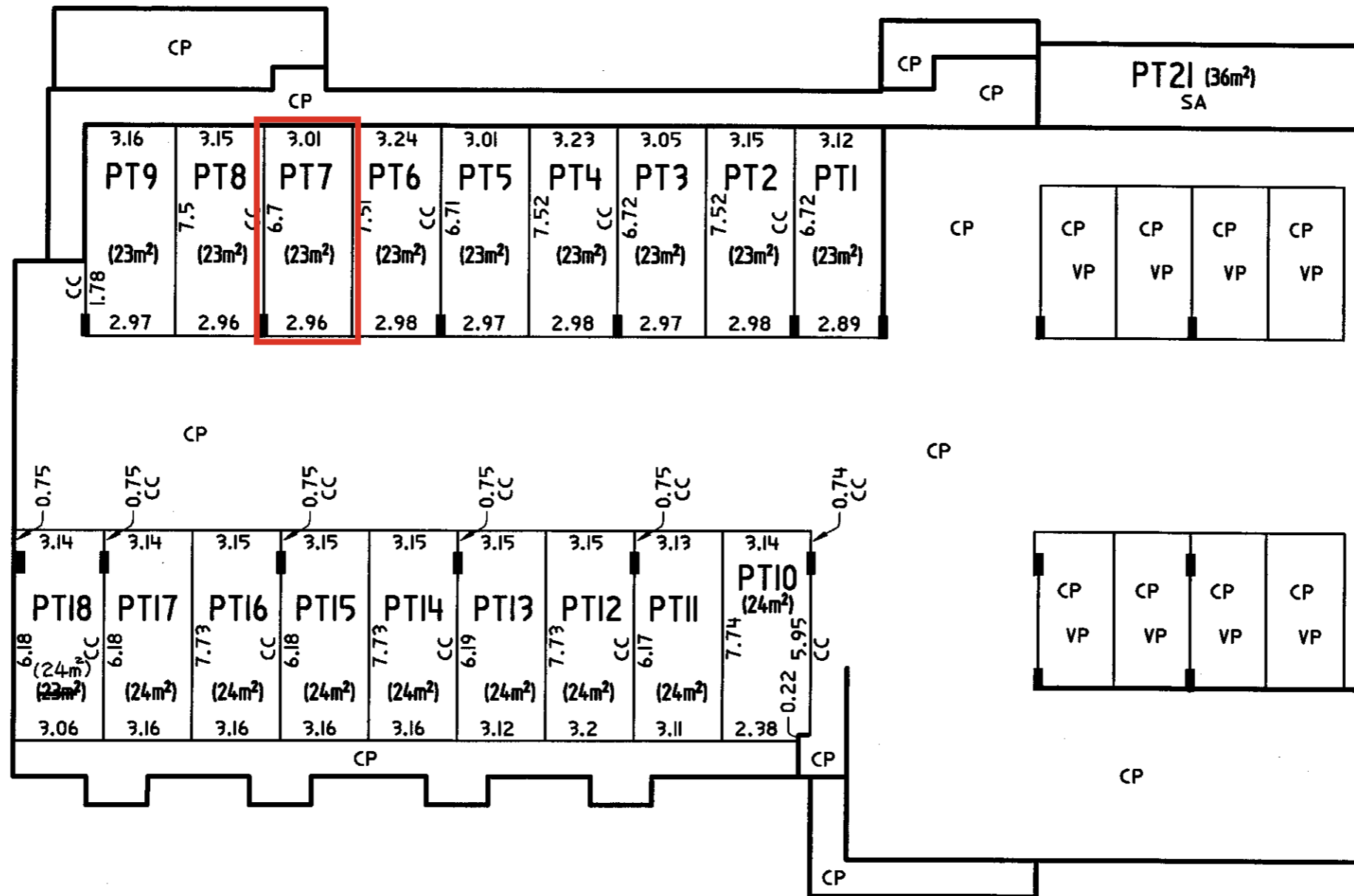
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7285/SP(B)

Req:R308430 /Doc:SP 0075794 P /Rev:20-Oct-2005 /Sts:SC.OK /Prt:11-Nov-2005 17:02 /Pgs:ALL /Seq:2 of 6 Ref:1772421 /Src:U

SP75794



**BASEMENT LEVEL**

CC DENOTES FROM CENTRE OF END OF COLUMN  
 VP DENOTES VISITOR PARKING  
 SA DENOTES STORAGE AREA  
 CP DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

*Shirley Linton*  
 Registered Surveyor

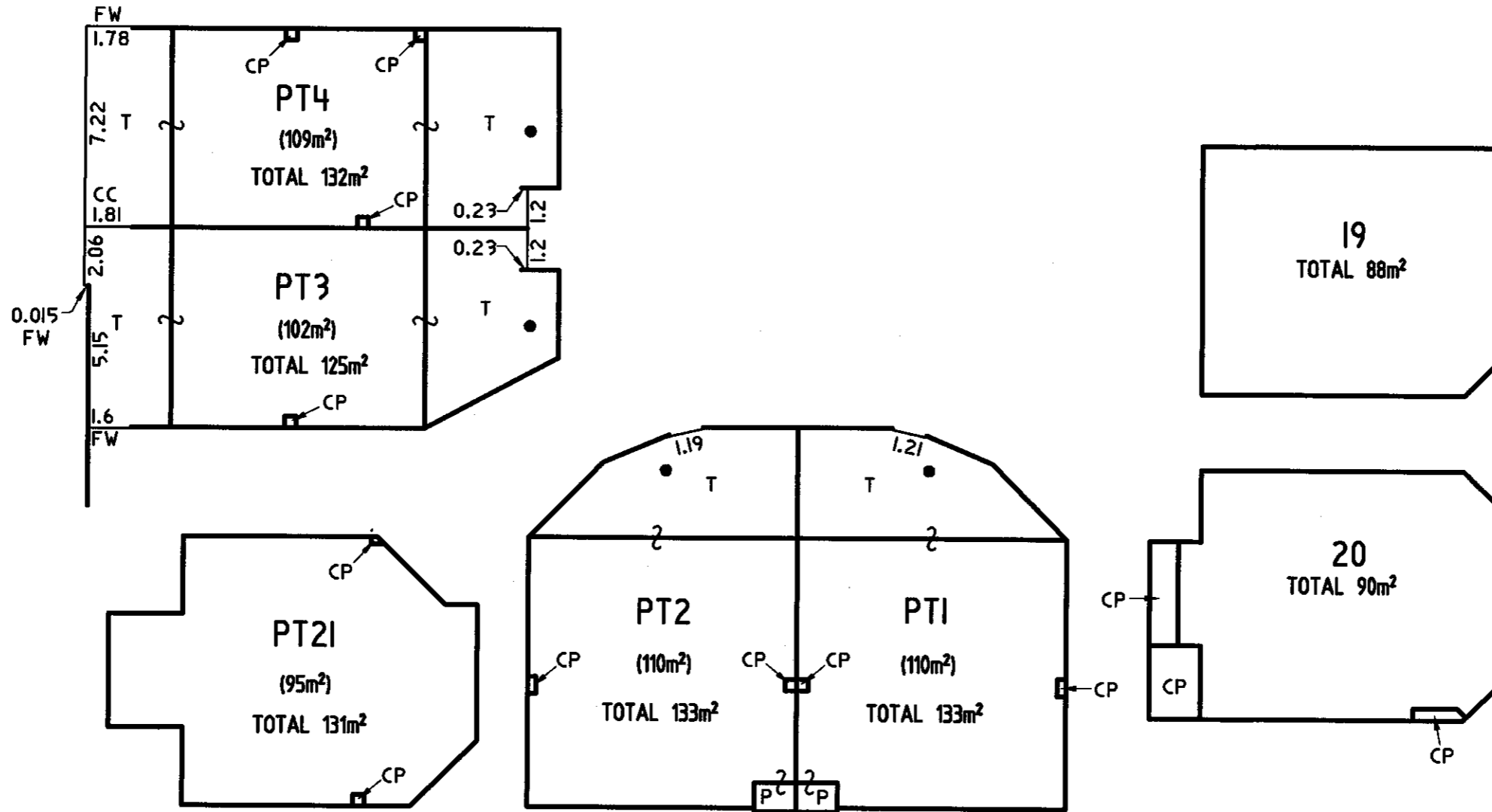
*John De*  
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: T285/SP(B)

AREA AMENDED IN LPINSW AT  
 SURVEYOR'S REQUEST  
 28.9.2005

Req:R308430 /Doc:SP 0075794 P /Rev:20-Oct-2005 /Sts:SC.OK /Prt:11-Nov-2005 17:02 /Pgs:ALL /Seq:3 of 6  
 Ref:1772421 /Src:U

SP75794



GROUND FLOOR

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

TERRACES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE AND 2 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE ADJOINING UNITS (EXCEPT THOSE TERRACES ABOVE BASEMENT LEVEL WHICH ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE BASEMENT ROOF).

PORCHES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

FW DENOTES LINE OF WALL PRODUCED  
CC DENOTES FROM CENTRE OF END OF WALL  
CP DENOTES COMMON PROPERTY  
P DENOTES PORCH  
T DENOTES TERRACE

Reduction Ratio 1: 200

Lengths are in metres

*Shirley...*  
Registered Surveyor

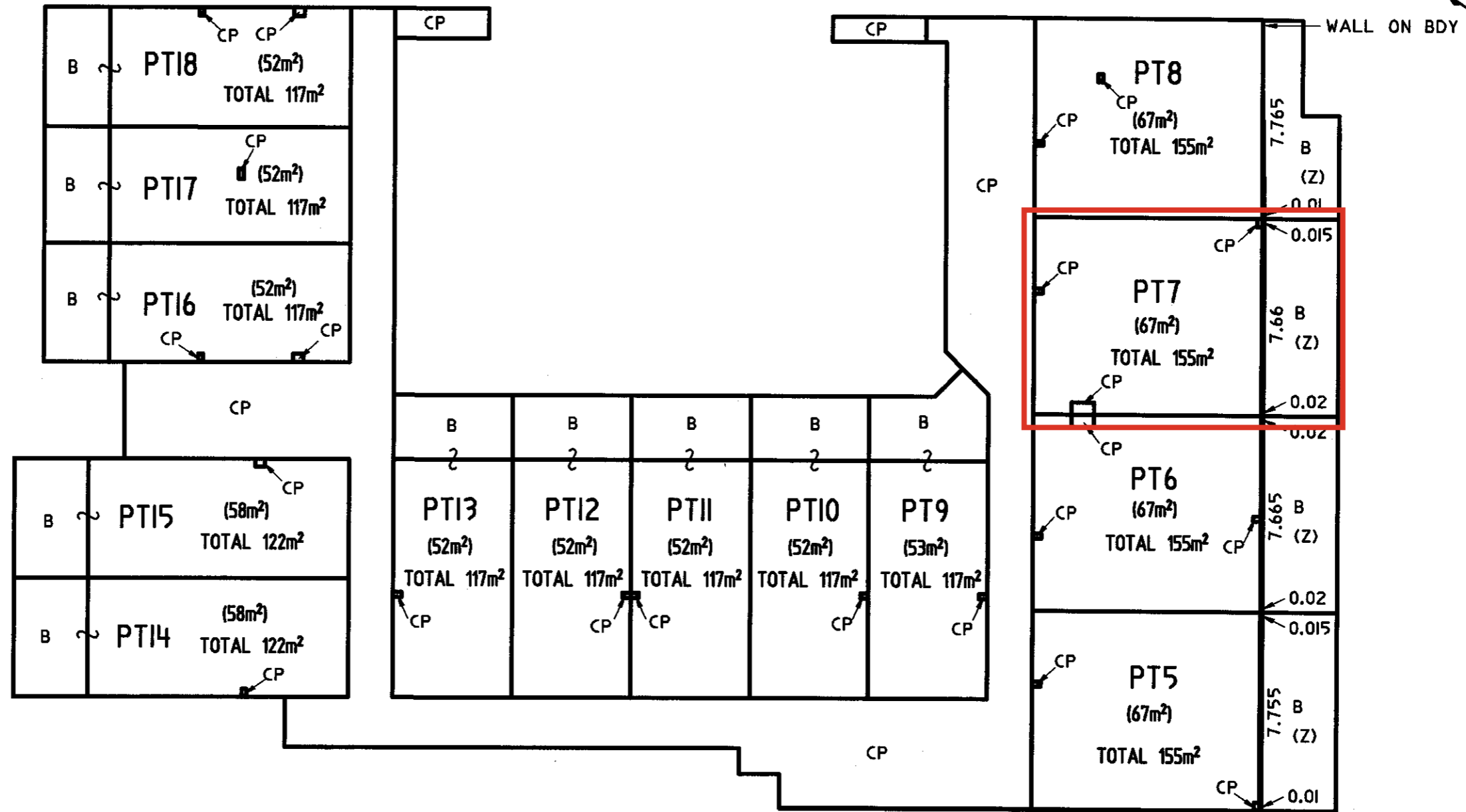
*John...*  
Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7285/SP(B)

Req:R308430 /Doc:SP 0075794 P /Rev:20-Oct-2005 /Sts:SC.OK /Prt:11-Nov-2005 17:02 /Pgs:ALL /Seq:4 of 6  
Ref:1772421 /Src:U

SP75794

(Z) DENOTES THAT PART OF THE FLOOR AREA OF THE BALCONY WHICH EXTENDS BEYOND THE STRATA LOT BOUNDARY AND DOES NOT FORM PART OF THAT LOT BUT IS FOR THE EXCLUSIVE USE OF THAT LOT AND IS TO BE MAINTAINED BY THE LOT FOR ALL PURPOSES OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION OF TITLE.



FIRST FLOOR

B DENOTES BALCONY  
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

Lengths are in metres

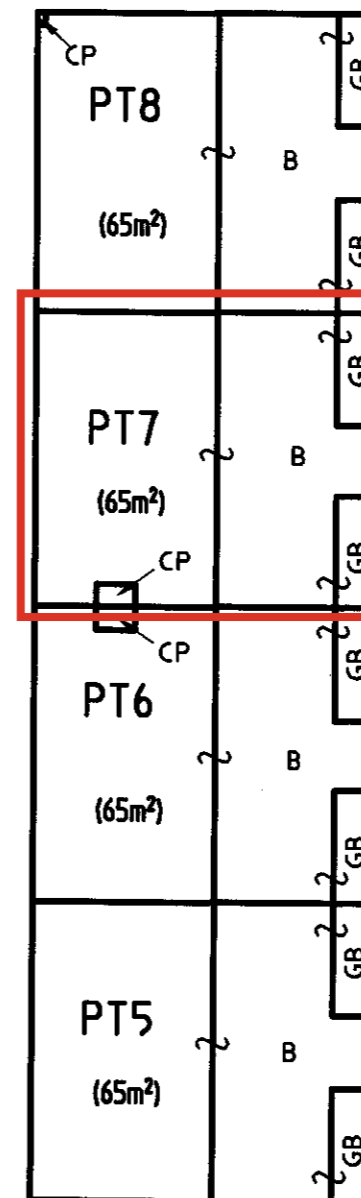
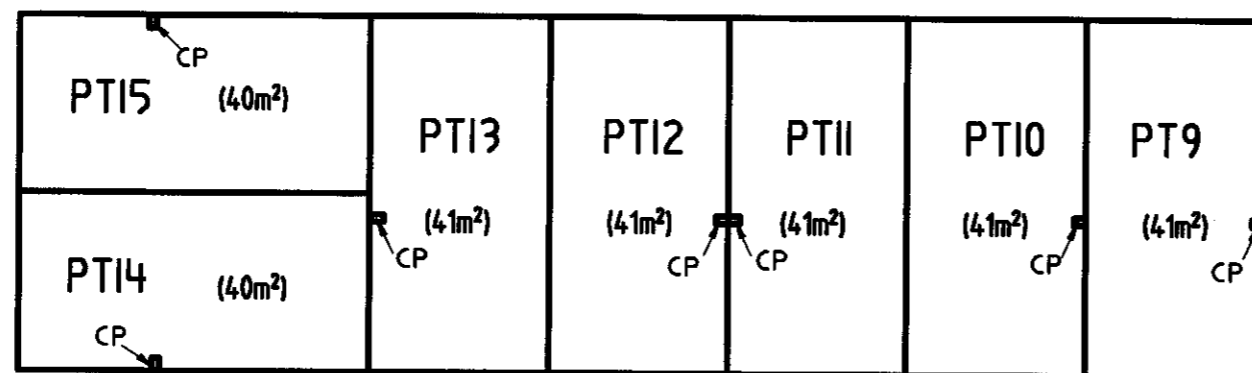
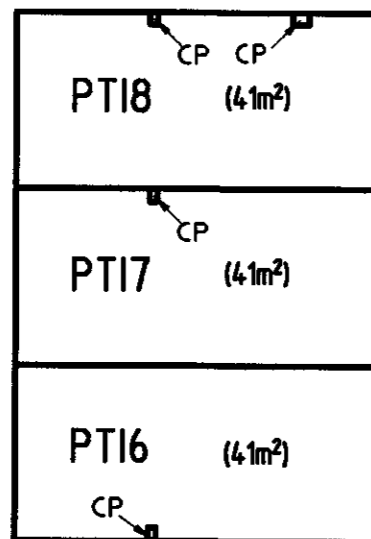
*Shirley Walker*  
Registered Surveyor

*John De*  
Authorised Person, General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7285/SP(B)

Req:R308430 /Doc:SP 0075794 P /Rev:20-Oct-2005 /Sts:SC.OK /Prt:11-Nov-2005 17:02 /Pgs:ALL /Seq:5 of 6  
Ref:1772421 /Src:U

SP75794



SECOND FLOOR

B DENOTES BALCONY  
 CP DENOTES COMMON PROPERTY  
 GB DENOTES GARDEN BOX

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

BALCONIES AND GARDEN BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7285/SP(B)

Req:R308430 /Doc:SP 0075794 P /Rev:20-Oct-2005 /Sts:SC.OK /Prt:11-Nov-2005 17:02 /Pgs:ALL /Seq:6 of 6  
 Ref:1772421 /Src:U

# *Advanced Strata Unit Management*

1a Young Street, WOLLONGONG NSW 2500

All Correspondence to:  
PO Box W81  
WEST WOLLONGONG NSW 2500  
Email: [asum@bigpond.net.au](mailto:asum@bigpond.net.au)

Ph: (02) 4229 4699  
Ph: (02) 4228 6206  
Fax: (02) 4226 3298  
Mobile: 0407 294 699

19<sup>th</sup> October 2012

Shellharbour City Council  
PO Box 155  
SHELLHARBOUR NSW 2529

Dear Sir/Madam

**Re: Strata Plan 75794 – 28 Addison Street Shellharbour  
Proposed Development (DA 337/2012)**

We submit this notice on behalf of the above Owners Corporation regarding the Proposed Development DA 337/2012.

Firstly it would be appreciated if you could also notify our office of any correspondence regarding the owner's corporation Strata Plan 75794.

At no time have the Owners Corporation received notification of or the intention to change the use of the Lot. On our Registered Strata Plan it is stated that it is a 3 storey brick commercial and residential flat building. It does not state which lots are commercial and which lots are Residential. However on the contracts for sale which our Owners purchased their Units this Lot was supposed to be a recreational room.

If there is to be any change of use the Owners Corporation have to meet and vote on the application from the Owner. No more that 25% can vote against the motion.

Our owners feel that as this lot does not have any car spaces and its location would seriously compromise the security of the building. There is a security door between two lots being Lots 19 and 20 which are commercial and have street frontage. Access would have to be allowed if lot 21 was used as a Commercial or Retail lot as they do not share any street frontage. This we believe will be a disadvantage to all residents who have always had a secure building.

If you have any questions in relation to this letter please do not hesitate to contact me on 4229 4699 during normal office hours.

Yours faithfully  
**Advanced Strata Unit Management**

Samantha Bright  
**Strata Manager**



13 February 2013

Advanced Strata Unit Management  
PO Box W81  
WEST WOLLONGONG NSW 2500

**Development Application No. 337/2012  
Use of Unit 21 as Office (Grey Army NSW Pty Ltd) & Associated Fitout Works  
Lot 21, SP 75794, 21/28 Addison Street Shellharbour**

Dear Sir/Madam

Thank you for your letter of 19 October 2012.

We have assessed the application and decided to approve the development subject to conditions. The application was determined under delegated authority. In the assessment of the proposal, your submission was taken into account.

- A legal opinion was sought by Council regarding the Owners Corporation having to vote on the development application. It was found the written consent of the Owners Corporation SP 75794 is not required to lodgement of DA No.337/2012.
- Section 94 Contributions are to be provided to Council in-lieu of the shortfall in car parking.
- Hours of operation are to be limited to Monday-Friday, 8:30am until 4:30pm. This forms part of a condition of consent.
- Any occupant of Lot 21 will have similar responsibilities with regards to access to the secure complex.

A copy of the consent may be viewed at Council if you would like details of the conditions imposed on the development.

If you would like more information please contact Council's Customer Services on 4221 6111. If enquiring, or writing to Council about this matter, please quote DA No. 337/2012.

Yours sincerely

Nicholas Cavallo  
Development Assessment Officer



BY:.....

All communication addressed to:  
General Manager  
Shellharbour City Council  
Locked Bag 155, Shellharbour City Centre, NSW 2529

PHONE: 02 4221 6111  
FAX: 02 4221 6016  
DX 26402 Shellharbour City Centre  
EMAIL: records@shellharbour.nsw.gov.au  
WEB: www.shellharbour.nsw.gov.au





All communication addressed to:  
General Manager  
Shellharbour City Council  
PO Box 155, Shellharbour City Centre  
NSW 2529

PHONE: 02 4221 6111

FAX: 02 4221 6016

DX 26402 Shellharbour City Centre

EMAIL: records@shellharbour.nsw.gov.au

WEB: www.shellharbour.nsw.gov.au

2 September 2008

Mr Geoff Scoble  
Advanced Strata Unit Management  
P O Box W81  
WEST WOLLONGONG NSW 2500

**Development Application No. 272/2008  
Conversion of Unit 21 into a 2 bedroom residential unit  
Unit 21, 28 Addison St, Shellharbour (Lot 21 SP 75794)**

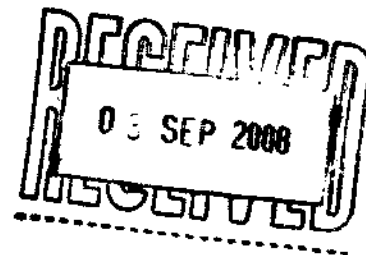
Dear Mr Scoble

I refer to the above application and to your submission dated 25 July 2008.

I write to advise that the application has been withdrawn from Council at the applicant's request.

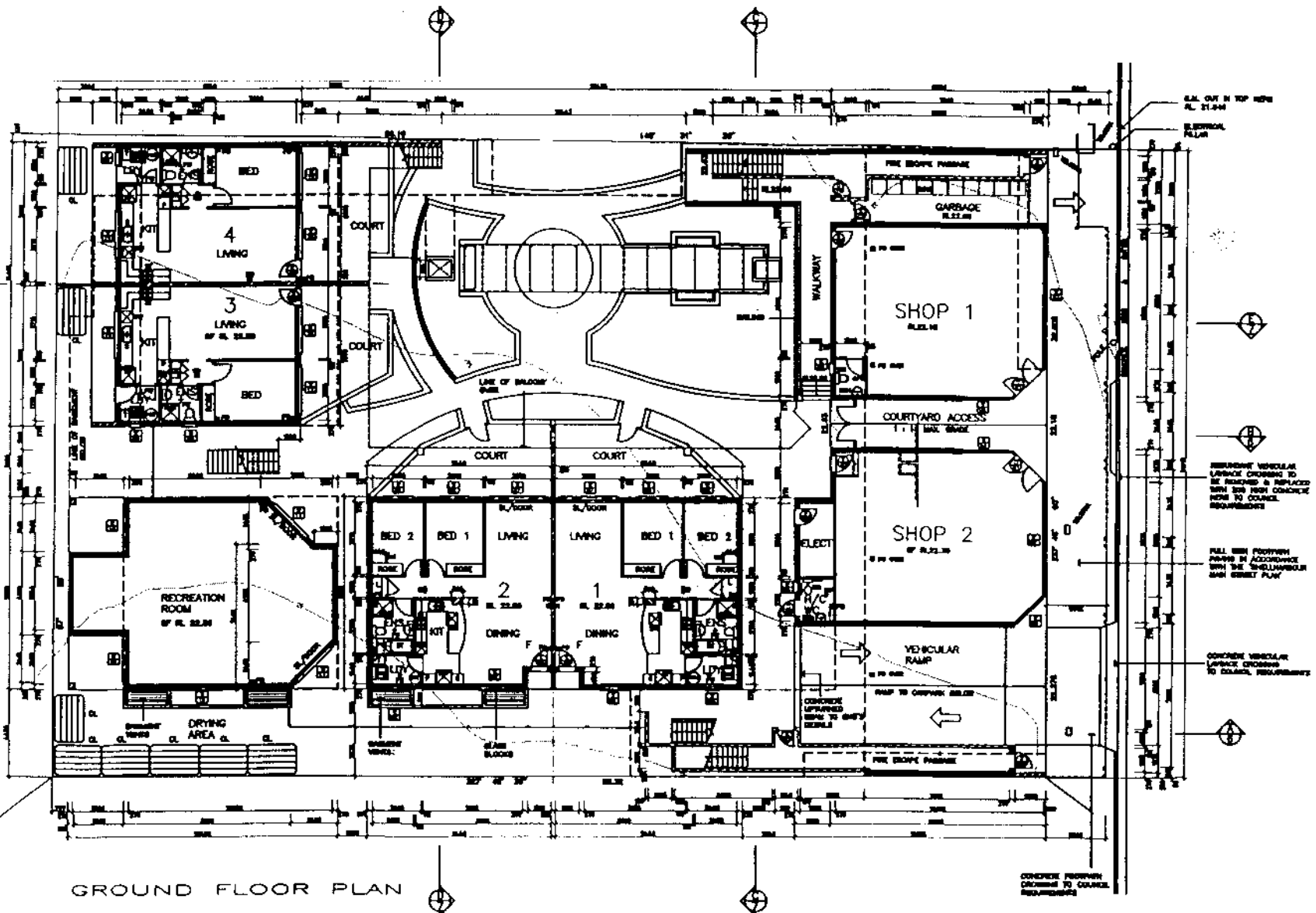
Yours sincerely

Lisa Howard  
Development Assessment Officer



ADMINISTRATION  
CENTRE:  
Lamerton House  
Lamerton Crescent  
Shellharbour City  
Centre

COUNCIL MEETING  
CHAMBER:  
Cnr Shellharbour  
& Lake Entrance  
Roads, Warilla



GROUND FLOOR PLAN

**PRELIMINARY**

<p> </p>	<p> <b>PROPOSED MIXED RESIDENTIAL COMMERCIAL</b>  <b>28 ADDISON ROAD, SHELLHARBOUR N.S.W.</b>  <b>PROPERTIES IN PROGRESS NSW. PTY. LTD.</b> </p>	<p> <b>GROUND FLOOR PLAN</b> </p>	<p> <b>Notlar Shaw Associates</b>  <small>Architects</small>  <small>11 Macquarie Place</small>  <small>Sydney NSW 2000</small>  <small>Tel: (61) 2 924 6611</small>  <small>Fax: (61) 2 924 6611</small> </p>	<p> <small>Scale: 1:100</small>    <small>Drawn: W</small>    <small>Date: MARCH</small> </p>
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# Strata Management Specialists P/L T/as Integrity Strata

324 Crown Street WOLLONGONG NSW 2500 ABN: 26194229949

Ph: 1300 154 797 Email: enquiries@integritystrata.com

Printed: 20/08/2020 10:02 am User: Lynette Green

Page 26

## Job Register All Jobs As At 20/08/2020 For All Managers

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29/07/2020	25536	SP: 75794 Addison Terraces / Homestead Property Maintenance Pty Ltd	In Progress	U6 Damage to cage Good Afternoon, Can you please attend to the above mentioned complex as it has been advised that the cage belonging to Unit 6 has been broken into. If the repair works are under \$300.00 please carry out the works, Anything over, please provide a quote.  Please call Mitchell on 0413 577 476 for access,  Thank you, Sharna & Claire.
30/07/2020	25552	SP: 75794 Addison Terraces / Illawarra Doorman	Complete	Main Garage Door Stuck Good Morning Dave, As discussed the main garage door at 28 Addison Street is tuck open and will not close. Can you please attend and carry out the necessary repairs so the garage is secured.  Thank you, Sharna
10/08/2020	25804	SP: 75794 Addison Terraces /	Quote	Quote Required - Cracking Report Works Good afternoon,  Please see attached the report obtained in regards to cracking throughout the complex. Can you please provide a quote for the recommended repairs. Can you please ensure that the quote is specified as per the example attached. I note that the works will need to be carried out as soon as possible.  Thank you, Sharna & Claire. <b>Supplier:</b> On Board Building Services Pty Ltd <b>Quote Status:</b> Pending <b>Date Quoted:</b> <b>Amount Quoted:</b> \$0.00 <b>Supplier:</b> Danzo Constructions Pty Ltd <b>Quote Status:</b> Pending <b>Date Quoted:</b> <b>Amount Quoted:</b> \$0.00 <b>Supplier:</b> Illawarra Masonry & Repairs <b>Quote Status:</b> Pending <b>Date Quoted:</b> <b>Amount Quoted:</b> \$0.00

---

Peter Nasta & Associates  
ABN 16998061798  
Consulting Structural Mechanical Civil Construction Engineers  
Building Designers  
Engineer : Peter Nasta AMIEAust 768634  
mail 1 cormorant place regency heights nsw 2506  
phone 0408023355  
email [pnasta6@bigpond.com](mailto:pnasta6@bigpond.com)

REPORT NUMBER: PNA2012: IS0012A  
DATE: 2 MAY 2020

INTEGRITY STRATA  
UNIT 10a 29 KINGHORNE STREET  
NOWRA NSW 2541

ORDER NUMBER: 23068  
DATE: 20 MAY 2020

PO BOX 813  
NOWRA NSW 2541

ATTENTION: CLAIRE CARKE  
SHARNA BOUGHTON

## **STRUCTURAL ENGINEERING REPORT**

### **EXECUTIVE SUMMARY**

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WORK ORDER 23068 DATED 20 MAY 2020

PROJECT ONE STRUCTURAL INVESTIGATION ON CRACKING ABOVE ENTRY DOORWAYS  
UNIT 5 UNIT 6 UNIT 7 UNIT 8

PROJECT TWO STRUCTURAL INVESTIGATION ON CRACKING OF INTERNAL WALL AND  
CEILING  
LININGS (GYPROCK PLASTERBOARD OR OTHER MANUFACTURE)  
UNIT 12

ADDRESS 28 ADDISON STREET SHELLHARBOUR NSE 2529

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### **INTRODUCTION**

At your invitation a site inspection and investigation were conducted and completed at 28 Addison Street Shellharbour NSW 2529 on Saturday 2 May 2020.

The site visit was to inspect the movement and cracks in the face brick work above the entry door to unit 5, unit 6, unit 7, unit 8 and movement and cracks of the internal wall and ceiling linings of unit 12.

### **SITE INSPECTION**

The site inspection and investigation were conducted by Peter Nasta of this consultancy. Mr Paul Knowles, owner of unit 7 and Mr Peter Zugnoni Maintenance Tradesperson from Illawarra Handyman Services HIS were present and part of the site inspection and evaluation team on the day.

The assessment was specifically to determine the cause of the movement and cracks in the face brick work above the entry door to unit 5, unit 6, unit 7, unit 8, movement and cracks of the internal wall and ceiling linings of unit 12 and the structural integrity of the existing structure(s) and the implications that may result of the cause of the existing cracking.

## **DOCUMENTAION**

Reports Documentations and Drawings were made available post inspection by Mr Paul Knowles. Photographs were taken at time of inspections as time and condition record for future reference .

## **METHODOLOGY**

The inspection and assessment were based on a systematic walk over and detailed visual analysis on the construction and cause for movement and cracking of the impacted structures.

## **FINDINGS**

### **MOVEMENT AND CRACKING ABOVE ENTRY DOORWAYS UNIT 5 UNIT 6 UNIT 7 UNIT 8**

The building is comprised of two (2) level unit construction, full brick and brick veneer, erected on a reinforced concrete podium which sites over the underground and lower ground level vehicle car park. Total number of levels in this building is three (3).

For reference in this report:

Underground and lower ground level = vehicle parking

Level one (1) = entrance to unit, living area, kitchen, dine, laundry, shower/toilet hand/basin/wc room, bedroom, terrace and stairs to level two (2)

Level two (2) = master bedroom, ensuite, terrace and stairwell to level one (1)

The cracking above entry door to unit 5 unit 6 unit 7 unit 8 is located at level one of the of the two level unit construction. The movement and face brick work cracking are caused by the loading of level two structure and roof load at level one.

The steel flat bar lintel used in construction to support the brickwork above the door is structurally inadequate and not fit for purpose to support the imposed loading.

The steel flat bar lintel used is one 76mm x 10 mm bar and is structurally inadequate and not fit for purpose to support the imposed loading.

Based on engineering principles the appropriate steel lintel is 100mm x 76mm x 10 mm angle iron placed with the longer leg vertically up.

This complies with the Building Code of Australia BCA Part 3.3.3.4 and 3.3.3.5

“Provide galvanised mild steel angle iron or bar of the following sizes for the following openings to each 110mm thickness (or part thereof) of brick work, all having a minimum of 110 bearing each end. All lintel angles to be placed with the longer leg vertical”

## **RECOMMENDATION AND FIX**

### **Scenario One**

Replace the current insitu 76mm x 10 mm flat bar with the 100mm x 76mm x 10 mm galvanised angle iron placed with the longer leg vertically up and located inside the cavity, relay the removed and cleaned bricks to marry in or straight vertical joints with the surrounding face brick work and match existing workmanship quality.

### **Scenario Two**

As above with the 100mm x 76mm x 10 mm galvanised angle iron placed with the longer leg vertically up and placed on the outside of the face brickwork.

nb This will not look out of place and may be used to print the unit number on the exposed leg or paint to match current trim.

### **Scenario Three**

Patch and monitor.

Clean out existing non coloured matched and repaired mortar, point in new colour coded mortar to existing mortar and face brick work finish.

Monitor and report further movement or cracking.

## **MOVEMENT AND CRACKING OF INTERNAL WALL AND CEILING UNIT 12**

### **Movement and Cracking of Internal Ceiling Unit 12**

The movement and subsequent cracking of the internal ceiling linings is due to insufficient cross lateral bottom chord ties, and bracing of the bottom chord of the roof trusses. This insufficient bottom chord ties and bracing to the bottom chord of the roof trusses permits the bottom chord to move due to the roof loading caused by wind load, temperature change and storm - rain water load.

## **RECOMMENDATION AND FIX**

Install and secure roof truss bottom chord tie / bracing. This will include 90 x 45 MGP 12 placed on the top side of the bottom chord secured by M6 x100 long bugle screw at each chord. Splice by one truss spacing.

Tie / bracing placed central between truss node points.

Repair all gaps and cracks in lining sand and paint.

Monitor and report any movements and cracks

### **Movement and Cracking of Internal Walls Unit 12**

The movement and cracking of the internal walls is typical of this type of construction and of normal settling and general movement. It does not represent any structural concerns.

## **RECOMMENDATION AND FIX**

Repair all gaps and cracks in lining sand and paint.

Monitor and report any movements and cracks

## **CONCLUSION**

The Recommendations and Fixes for the following projects

Project One Structural Investigation on Cracking Above Entry Doorways  
Unit 5 Unit 6 Unit 7 Unit 8

Project Two Structural Investigation on Cracking of Internal Wall And Ceiling  
Linings (Gyprock Plasterboard or Other Manufacture) Unit 12

will provide long term and reliable solutions in line with the Australian Standards, Engineering Principles and conforming with the Building Code of Australia BCA

Overall, the complex is structurally adequate and fit for purpose.

Continue to Monitor and Report and changes.

## **INDUSTRY NOTE**

This is very normal in all buildings due to seasonal and daily weather changes in temperature and moisture content to witness some change.

The complex at 28 Addison Street Shellharbour NSW 2529 will continue to experience differential movement due to the structural elements and building materials expanding and contracting in line with the seasonal and daily weather changes in temperature and moisture content.

The foundation material will experience change and will vary due to changes in the moisture content.

The build of the complex , design and engineering, material and workmanship will also have an impact on the overall performance and reliability.

Overall the complex is structurally adequate and fit for purpose.  
Continue to Monitor and Report and changes.

Yours sincerely



*Peter Nasta*

*AMIEAust .768634*

*Structural Mechanical Civil Construction Engineer  
Building Designer*

*Director*

*Peter Nasta & Associates*

*ens:*

*Integrity Strata Work Order 23068 Dated 20 May 2020*

*PNA Tax Invoice PNA 2012;IS0012 Dated 26 July 2020*

*Quote Illawarra Handyman Services HIS*

---

**Solitro Constructions**

Unit 2/6 Windang Street

Albion Park Rail New South Wales 2527

Australia

ABN: 40 957 221415

Phone: 413 671 765

Email: frank@solitroconstructions.com.au

**Client:** Integrity Strata Wollongong

**Issue Date:** 24th May 2021

**Total:** \$9,964.35

**Site Address:** 28 Addison Street, Shellharbour NSW 2529, Australia

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## 29324 S/P 75794 Inspection required - review of cracks

### SC Quote

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Strata Plan No: 75794

**Job Details By Client:**

Good morning Frank,

The following issues have been reported to our office:

5/28 Addison Street, Shellharbour

- Laundry - cornice coming away from the wall

- Bed 1 - cracking

(Site contact Craig 0412276934) or Stephanie (Property manager) at First National Real estate Coastside-

10/28 Addison Street, Shellharbour

- Bed 1 - cracking

- Bed 2 - cracking walls, ceiling, and window sills

(Sienna 0420431291, Gabriel 0419658533, Coast side National 42955033)

12/28 Addison Street, Shellharbour

- Bed 1 - cracking

- Bed 2 - cracking

(Site contact Sarah 0497 777 885)

13/28 Addison Street, Shellharbour

- Bed 2 - cracking

(Site contact Jessica 0401 277 315)



7/28 Addison Street, Shellharbour.

Cracking on walls (reported individually by owner) there is no work order for this one.

(Site contact Paul 0416 201 984)

Please find attached the work orders sent directly from the Property Managers.

Can you please review these items and outline the following for our office:

1. Please outline whether the cracks are on internal walls (within the unit) or whether the cracks are on walls which border common property and/or another unit. If you require clarification on this please let me know prior to your attendance.
2. Please advise the size of the cracks. Note - cracks under 2mm are not the Owners Corporation responsibility so please clarify the size of the cracks.
3. Please advise whether you feel an engineer should be engaged to review the cracks. An engineering report has been previously obtained (See attached) for other cracks within the units.
4. Please provide a scope of works and quote for repairs of any cracks which are the responsibility of the Owners Corporation.

Please let our office know of your inspection date so that we can arrange access with all units.

Thank you,

Claire Clarke

Strata Manager

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## Minor Works Lot Property Plaster Cracks

*Item description*

unit 13 Hallway Stairwell

Unit 7 Stairwell internal wall and Main Bedroom internal wall Hallway outside main bedroom ceiling

Unit 5 door Main Bedroom on both sides, Kitchen Return, Bathroom Ground Floor, and Laundry and Stairwell Ceiling second floor hallway.

Unit 10 Ceiling Entrance,

Unit 12 Main entry Ceiling, Entrance to Laundry door, Hallway Ceiling Level 2,

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<b>SECTION TOTAL</b>	<b>\$3,712.50</b>	<b>\$371.25</b>	<b>\$4,083.75</b>
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### Minor Works Common Property Property Plaster Cracks Plaster Cracks

*Item description*

Unit 13 Bedroom 2 External Wall

Unit 7 Stairwell adjoining and external wall and Main Bedroom External Wall

Unit 5 Lounge room external wall balcony, Hallway adjoining wall stairwell Cornice, Main Bedroom external Wall Balcony side,

Unit 10 Main Entrance External Wall, Laundry External Wall, Kitchen Ajoing Wall, Lounge room Wall Ajoing Wall both sides, Bedroom external wall and the 2 adjoining walls

Unit 12 Laundry wall External wall, External Wall Lounge room and Bedroom one External wall,

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<b>SECTION TOTAL</b>	<b>\$5,346.00</b>	<b>\$534.60</b>	<b>\$5,880.60</b>
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<i>Quote Details</i>	<i>Sub Total</i>	<i>Tax</i>	<i>Total</i>
	\$9,058.50	\$905.85	\$9,964.35

### Scope of Works

This quote is based on the Following Scope of Works

- fix Cracks in Plaster to Walls and Ceilings as per attached Photos
- Paint Touch up to Patched Plaster only

### Items Not Included

- Out of Normal Hours work
- Painting of any area other than what has been patched-
- Statutory Authority, Engineers and Consultants fees and Charges-

Please feel free to call me if you have any questions or matters you would like to discuss as you review the quote.

If you would like to proceed with this quote, the 'Authority to proceed' form will be required, which you will need to sign

and return to us so that we can proceed.


 **APPROVE QUOTE:** <http://ttrak.co/NyRG4ywu>

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GOLD LICENCE NO. 88048C

## Quotation 13156

**Danzo Constructions Pty Ltd**  
**ABN 13 052 982 313**

38 Kingsford Street  
Fairy Meadow 2519  
PH: 4285 3081  
Fax: 4285 3082  
Mobile: 0418 426 377

Work Order No: 29324  
Strata Plan No: 75794  
15 July 2021

**Att: Claire Clarke**  
**Re: 28 Addison St Shellharbour**

### Scope of works

#### Unit 12

Main entrance ceiling, entrance to laundry door, hallway ceiling level 2. Bedroom 1 cracking, bedroom 2 cracking, wall, ceiling and window sill.

1. Provide labour and materials to repair all cracks.
2. Prime coat new work and two final coats to whole of wall and ceiling to cracks.

**Cost including GST \$3,990.00**

#### Unit 13

1. Repair cracks to bedroom 2.
2. Prime coat and two final coats to whole of wall.

**Cost including GST \$1,200.00**

#### Unit 10

Main entrance ceiling, entrance to laundry door, hallway ceiling level 2. Bedroom 1 cracking, bedroom 2 cracking, wall, ceiling and window sill.

1. Provide labour and materials to repair all cracks.
2. Prime coat new work and two final coats to whole of wall and ceiling to cracks.

**Cost including GST \$3,990.00**

Unit 5

1. Provide labour and materials to repair cracks to bedroom 1. Install new cornice to laundry wall. All new work to be primed and painted.

**Cost including GST \$1,950.00**

**Total cost including GST \$11,130.00**

**Regards  
Ivan Danzo**



Strata Committee – SP 75794  
c/- Integrity Strata  
Attn: Claire Clarke  
PO Box W81  
WOLLONGONG NSW 2500

Dear Strata Committee for SP 75794,

**Re: Strata Plan 75794  
28 Addison Street, Shellharbour**

An inspection at 28 Addison Street, Shellharbour, was completed on the 29 May 2023, and inspection of Unit 14 completed on the 17 July 2023. The inspection was completed with unit residents who provided access and identified the point of concern. A visual, non-intrusive, inspection was completed of Unit 5, 6, and 14 and the external wall between unit 6 and 7, to assess the water damage into these units and the possible sources to make recommendations for further action.

For the purpose of this inspection the building frontage onto Addison Street faces south, with all other directional references following this orientation. At the time of the inspection, it was sunny and clear.

## 1. OBSERVATIONS

Refer.	Observations	Photo
<b>1.0</b>	<b>Unit 5</b>	
<b>1.1</b>	Mould evident on the western and northern (in the wardrobe) walls of the level 1 south-western bedroom.	1 to 3
<b>1.2</b>	Water leaks reported from the level 2 southern balcony door, damage evident at the base of the door frame.	4 and 5
<b>1.3</b>	General view of the level 2 southern balcony, different tiles along the southern perimeter and efflorescence evident between the tiles.	6 to 8
<b>1.4</b>	Weepholes located through the skirting tiles.	9 and 10
<b>1.5</b>	Western wall of Unit 5 adjoins the neighboring property with a small gap.	11 and 12
<b>1.6</b>	Joints in the edge capping detail evident below the roof ridge.	13

<b>Refer.</b>	<b>Observations</b>	<b>Photo</b>
<b>1.7</b>	Minor render crack on the on the southern wall of the level 2 western bedroom.	14
<b>1.8</b>	Water damage evident on the eastern wall in the laundry near the water heater and on the adjoining western kitchen wall.	15 to 17
<b>2.0</b>	<b>Unit 6</b>	
<b>2.1</b>	Water leaks reported from the living room south-western corner in the bulkhead, below level 2 southern balcony and level 1 southern balcony roof.	18 and 19
<b>2.2</b>	No damage evident on the external northern wall of the level 1 balcony adjoining the living room.	18
<b>2.3</b>	Water damage evident on the level 1 western balcony wall (no damage evident on the adjoining unit 5 level 1 balcony wall).	19 and 20
<b>2.4</b>	Water leaks reported along the level 2 western bedroom wall.	21
<b>2.5</b>	General view of the level 2 southern balcony, different tiles along the southern perimeter and efflorescence evident between the tiles.	22 and 23
<b>2.6</b>	Level 2 southern balcony drainage point is not correctly detailed with waterproofing.	24
<b>2.7</b>	Grout deterioration between the level 2 southern balcony skirting tiles.	25
<b>2.8</b>	General view of the external level 1 southern balcony awning, with flashing sealed to the external balcony parapet.	26 to 28
<b>2.9</b>	The roof ridge above Unit 6 observed to be slightly raised at the lap joint; general located above the level 2 bedroom.	29 and 30
<b>3.0</b>	<b>Unit 14</b>	
<b>3.1</b>	Separation evident between the laundry window opening filled with glass bricks and the wall.	31 to 33
<b>3.2</b>	Step cracking under the laundry window on the external masonry wall.	34 and 35
<b>3.3</b>	Gap between the window frame and external masonry windowsill.	36
<b>3.4</b>	Corrosion of the corner trim along the laundry windowsill.	37
<b>3.5</b>	Northern bedroom window frame is inadequately fixed to the walls withing the opening, evident with the frame moving when lightly touched.	38 and 39
<b>3.6</b>	The balcony post supporting the awning has corroded.	40 to 42
<b>3.7</b>	Grout between the tiles near the pots has deteriorated.	43
<b>3.8</b>	Balcony skirting tiles were delaminating from the wall.	44

Refer.	Observations	Photo
3.9	Corrosion evident on the post on the western common property walkway adjoining Unit 14 (evident from Unit 14 balcony).	45 and 46
4.0	<b>Unit 6 to 7 external water leaks.</b>	
4.1	Water leaks reported along the external wall between Unit 6 and 7, staining on the masonry wall evident, with an awning adjoining the building above this location.	47 and 48
4.2	Flashing between the awning and the building above Unit 6 and 7 external wall appears to be sealed to the building.	49 and 50
4.3	There is a valley gutter in the awning above this location, where the flashing appears to be poorly detailed.	51
4.4	Stepped flashing is evident in the masonry above the awning in a small area and does not detail over the awning.	52

## 2. RECOMMENDATIONS

### Unit 5

Unit 5 is experiencing water leaks in the lower level bedroom on the western and northern walls and in the laundry and adjoining kitchen walls (which adjoins the lower level bedroom). Water ingress could be occurring from more than one source and as a result we recommend water testing to determine the possible source(s) of the water ingress.

Water leaks were reported within Unit 5 lower level bedroom on the western and northern wall, where the western wall is the building boundary which forms a gap to the neighboring building and a roof edge flashing located above the western wall and ridge capping above the northern wall. We recommend water testing and a review of the edge flashing and the roof ridge flashing. Detailing of the edge flashing and roof ridge and water testing can be used to determine if this is a source of water leaks.

The lower bedroom is also located diagonally below the level 2 southern balcony, where the weepholes were generally located through the skirting tiles, and if the waterproofing membrane upturn has failed in this location, it could be causing water to flow into the wall cavity and travel into the bedroom located diagonally below the balcony. As a result, we recommend flood testing the level 2 southern balcony to determine if the balcony waterproofing membrane has failed and is a secondary source of the water leaks.

The minor render crack on the southern wall of the level 2 western bedroom is likely due to thermal movement and not a cause of concern at this time. Recommend that the crack is monitored and if additional cracks or the crack width increases it should be assessed further.

Water damage in the laundry may be from the roof or balcony defects as well, water can be traveling down the internal cavity walls. Once the roof is tested and assessed further water leaks into the laundry and adjoining kitchen should be assessed to determine if it is linked.



During the water testing of the rooftop and balcony area there may also be some dampness and water ingress in laundry and kitchen area.

## **Unit 6**

Water leaks were evident in the living room located below the level 2 southern balcony area. It is likely that the waterproofing membrane has failed on the level 2 southern balcony and causing the water leaks into the living area below. No waterproofing detailing could be seen entering the drainage pipe located on the Unit 2 southern balcony either. We recommend flood testing of the level 2 southern balcony to determine if the balcony waterproofing membrane has failed and is a source of the water leaks into the living area below. During the testing a larger hole may need to be cut into the living room bulkhead at the south-western corner (with an additional bucket) to assess the leak as soon as it starts so the testing can be stopped immediately.

Water leaks were also evident into the level 2 bedroom western wall, which is located under the metal sheeting roofing. Minor defects on the roof ridge capping should be seen from the level 2 southern balcony, but needs to be inspected closely by accessing the roof, using quantified contractors to gain roof access. We recommend that the roof ridge capping is inspected closely and water tested to determine if this is causing the leak into the western wall of the level 2 bedroom (similar to the roof of the adjoining Unit 5).

Flashing joints were evident between the level 1 southern awning to the level 2 southern balcony parapet; and sealant deterioration where the flashing meets the parapet forming a pressure seal. We recommend water testing the level 1 southern balcony awning flashing detail to the level 2 southern balcony parapet and the lap detailing at the flashing. The sealant along the flashing may need to be replaced.

## **Unit 14**

The separation between the masonry wall and the window opening in the laundry, which is filled with the glass bricks, is in our opinion likely due to poor installation with no framing, causing tiles to move within the opening with nothing to secure them in place. We would recommend that the framing is removed and new framing with new glass tiles are installed, or the owner/SC option to replace the glass tiles with a window.

The external step cracking in the masonry wall under the laundry window is in our opinion due to the lack of an articulation joint along the masonry wall and from the window opening. The step cracking at the time of the inspection was not a structural concern, although if the SC/Owner notices the crack width growing the undersigned engineer should be engaged to reinvestigate. An articulation joint and/or heli-ties may be required to control thermal movement and prevent any further crack width growth.

The corrosion of the corner trim is in our opinion due to the lack of cover to the trim with a gyprock putty, with the steel trim being exposed to moisture in the laundry causing it to corrode over time. The steel trim can be replaced with a plastic trim, set into the wall gyprock and then the wall repainted.

The northern bedroom window moves easily when pushed. We believe this is due to inadequate fixing of the window frame to the opening. We recommend that this window is replaced, with the new frame correctly fixed to the wall within the opening.

The balcony post that supports the awning has corroded and needs to be replaced. However, the existing posts are fixed to the balcony slab through the waterproofing. Therefore, replacement of the existing posts will affect the waterproofing and under the Design and Building Practitioners Act we are unable to specify any patch repairs. This will therefore require the entire balcony waterproofing to be replaced. Grout deterioration between the balcony floor tiles and delamination of the skirting tiles are also defects evident on the balcony at the time of the inspection.

### **Unit 6 and 7 external wall**

Water leaks were reported between the common property awning and the external building wall between Unit 6 and 7. From a limited visibility inspection of the flashing above this roof area it is our opinion that the flashing has deteriorated or not correctly installed therefore allowing water to by-pass and leak into the walkway below.

We recommend water testing the awning and building flashing detail, the valley gutter and the masonry step flashing above this location to confirm the source of leaks.

The condition of the masonry mortar should also be assessed while the contractor is on the awning roof completing the water testing.

### **3. CONCLUSION**

We would recommend completing further water/flood testing of the following areas to confirm the source(s) of water leaks into units and external area:

- Unit 5 level 2 southern balcony flood test to determine leak in the bedroom, laundry and kitchen
- Unit 5 western roof edge capping and ridge capping close inspection and water test to determine leak in the bedroom, laundry and kitchen
- Unit 6 level 2 southern balcony flood testing to determine leak into the living room and level 1 balcony area below
- Roof above Unit 6 close inspection and water test to determine leak into the level 2 western bedroom wall.
- Unit 6 level 1 southern awning flashing water test (from level 2) to determine leak into level 1 balcony area below
- Water test the flashing between the wall and awning above Unit 6 and 7 external wall
- Water test the stepped masonry flashing above Unit 6 and 7 external wall
- Water test the valley gutter in the awning above Unit 6 and 7 external wall
- Unit 6 and 7 external awning flashing, valley gutter and masonry stepped flashing to be inspected closely and water tested to determine water leak into the walkway below.

Based on the result of the recommended further investigations the appropriate remedial actions can be specified.

The following remediation work should be completed to remediate the noted issues within Unit 14, no further investigations are required given the nature of these defects:

- Unit 14 replacement of the laundry window opening frame and glass bricks (or SC/owner may consider replacement with a window)
- Unit 14 northern bedroom window should be replaced with a new frame correctly fixed to the walls within the opening.
- Unit 14 balcony column supporting the awning has corroded and needs to be replaced, which will require the balcony waterproofing to be replaced as the post is fixed to the slab and through the existing waterproofing.

We recommend all further investigations are completed to understand the full scope of remediation required and then proceed with writing the scope of works for remediation which can be tendering to contractors for pricing.

The recommendations made above are based on the observations made during the visual non-intrusive inspection only. The observations were made of visible areas only, with no furnishings or fittings moved for this the purpose of this inspection. The façade was inspected from ground level only and no material testing has been completed. Measurements provided within this report are estimates only.

BD Solutions Consulting can provide additional services to assist the Strata Committee with a scope of works for the recommended further investigations and to then remediate the noted building defects and tender to suitable contractors to obtain competitive quotes for the remediation works. We can further assist with project management of the works to ensure it is compliant with Australian Standards, National Building Codes and the scope of works.

Do not hesitate to contact the undersigned if you have any questions.

Regards,



**Dr Tanaz Hoyle**  
Remedial Engineer  
MIEAust CPENG NER  
Design Practitioner  
B.Eng (Civil) (Hons), PhD



**PHOTO 1**

**Unit 5**

Refer. 1.1

Mould evident on the western and northern (in the wardrobe) walls of the level 1 south-western bedroom.



**PHOTO 2**

Refer. 1.1

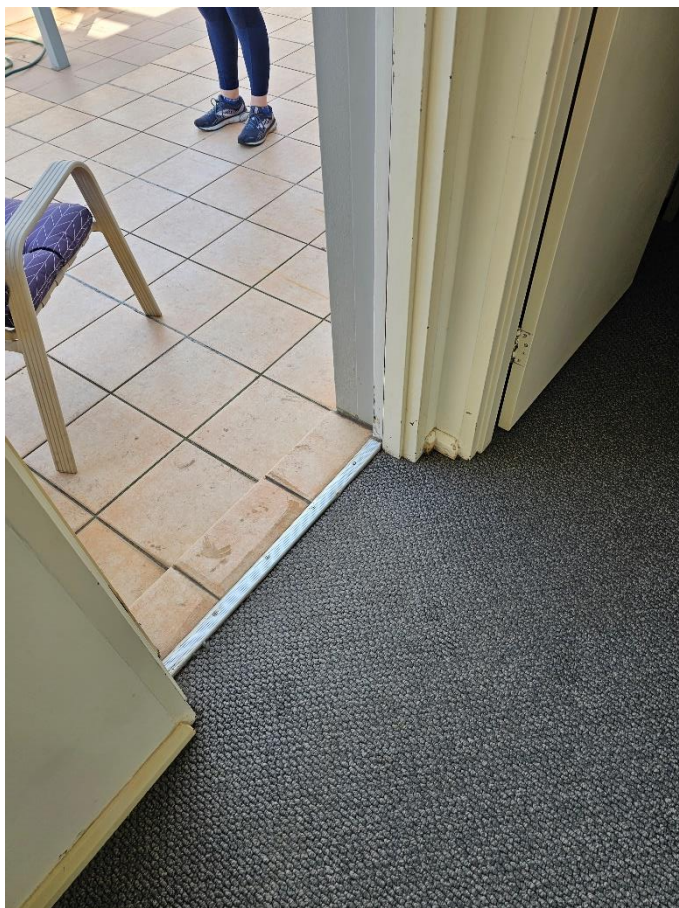
Mould evident on the western and northern (in the wardrobe) walls of the level 1 south-western bedroom.



**PHOTO 3**

Refer. 1.1

Mould evident on the western and northern (in the wardrobe) walls of the level 1 south-western bedroom.



**PHOTO 4**

Refer. 1.2

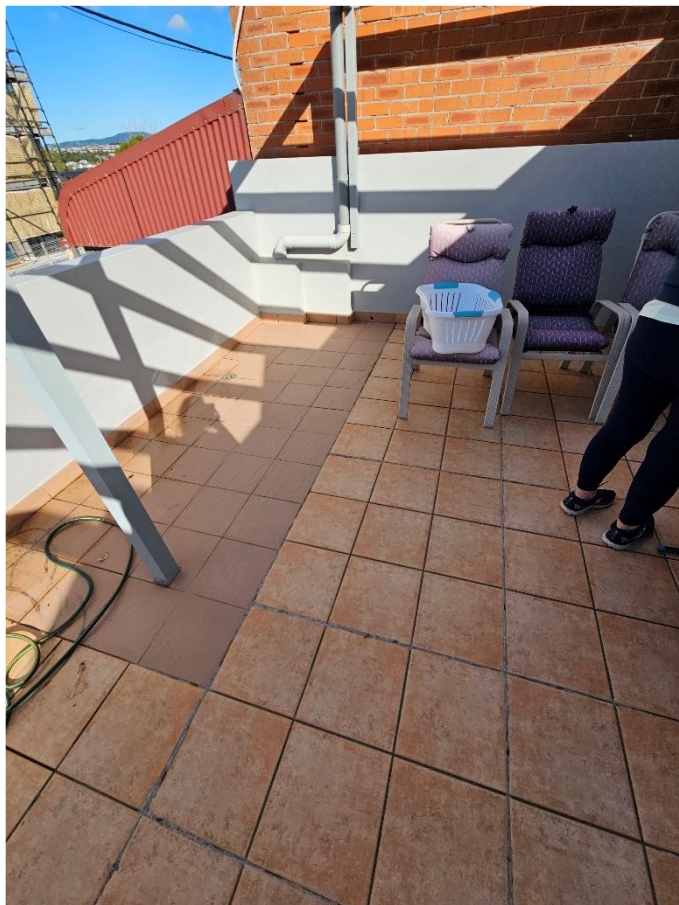
Water leaks reported from the level 2 southern balcony door, damage evident at the base of the door frame.



**PHOTO 5**

Refer. 1.2

Water leaks reported from the level 2 southern balcony door, damage evident at the base of the door frame.



**PHOTO 6**

Refer. 1.3

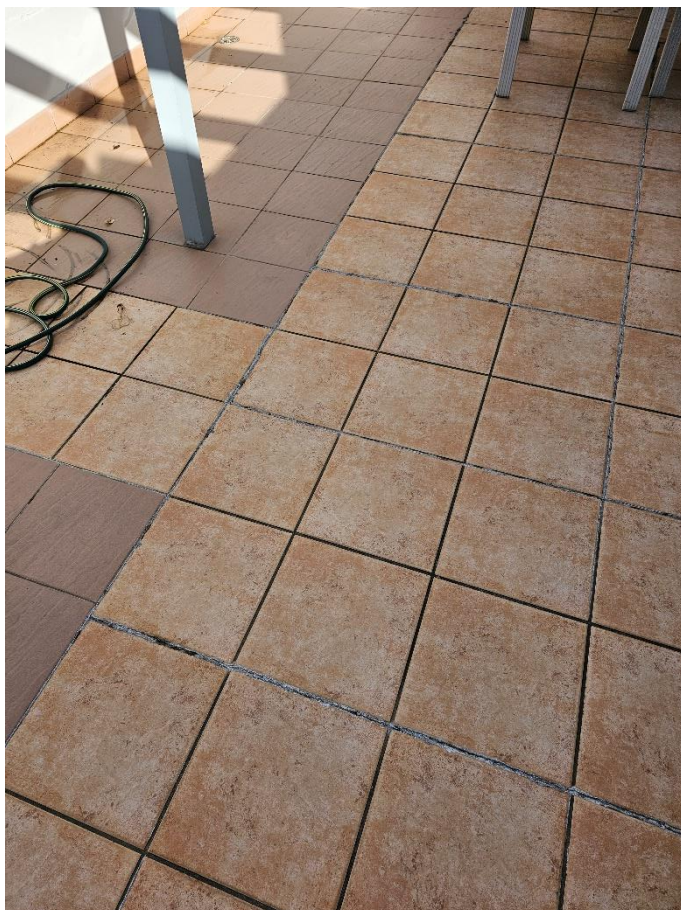
General view of the level 2 southern balcony, different tiles along the southern perimeter and efflorescence evident between the tiles.



**PHOTO 7**

Refer. 1.3

General view of the level 2 southern balcony, different tiles along the southern perimeter and efflorescence evident between the tiles.



**PHOTO 8**

Refer. 1.3

General view of the level 2 southern balcony, different tiles along the southern perimeter and efflorescence evident between the tiles.



**PHOTO 9**

Refer. 1.4

Weepholes located through the skirting tiles.

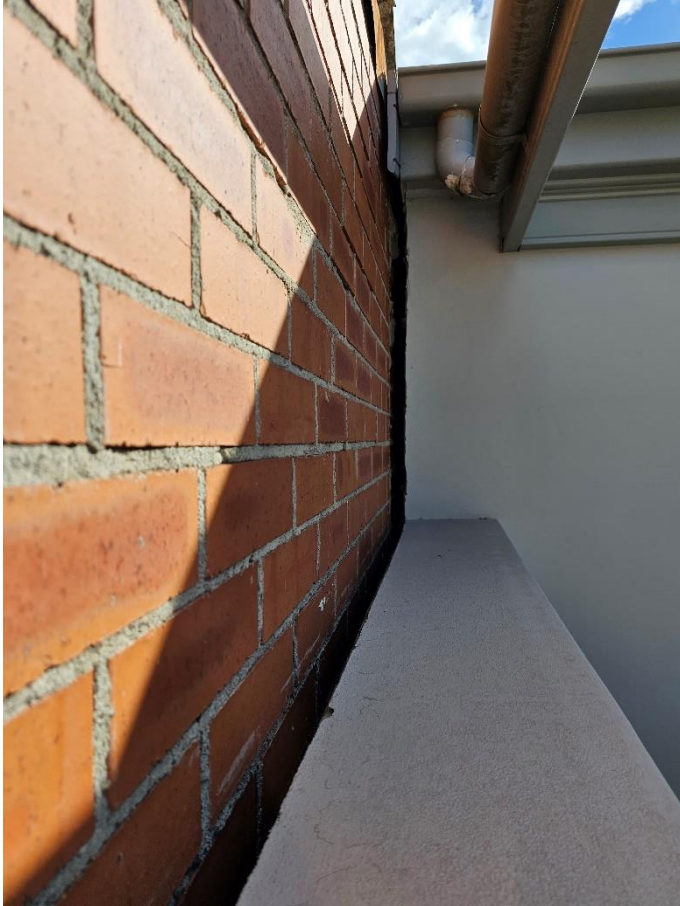


**PHOTO 10**

Refer. 1.4

Weepholes located through the  
skirting tiles.

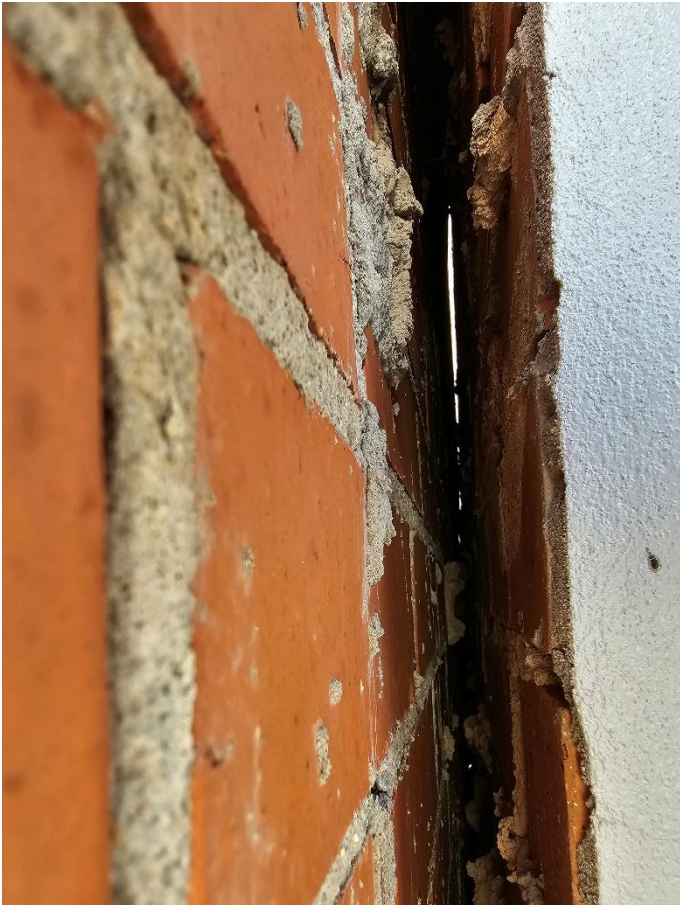




**PHOTO 11**

Refer. 1.5

Western wall of Unit 5 adjoins the neighboring property with a small gap.



**PHOTO 12**

Refer. 1.5

Western wall of Unit 5 adjoins the neighboring property with a small gap.



**PHOTO 13**

Refer. 1.6

Joints in the edge capping detail  
evident below the roof ridge.



**PHOTO 14**

Refer. 1.7

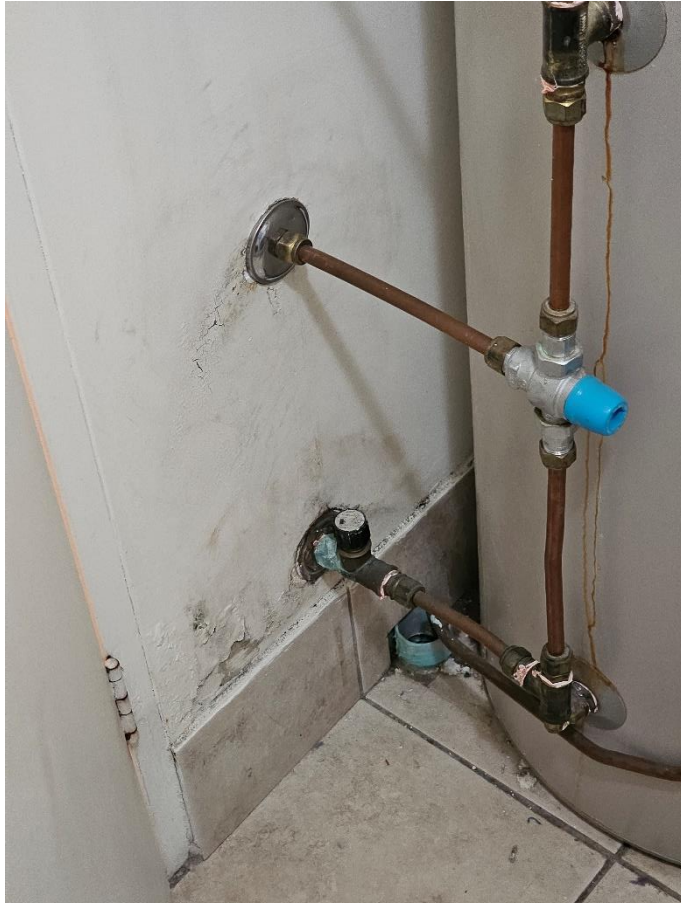
Minor render crack on the on the southern wall of the level 2 western bedroom.



**PHOTO 15**

Refer. 1.8

Water damage evident on the eastern wall in the laundry near the water heater and on the adjoining western kitchen wall.



**PHOTO 16**

Refer. 1.8

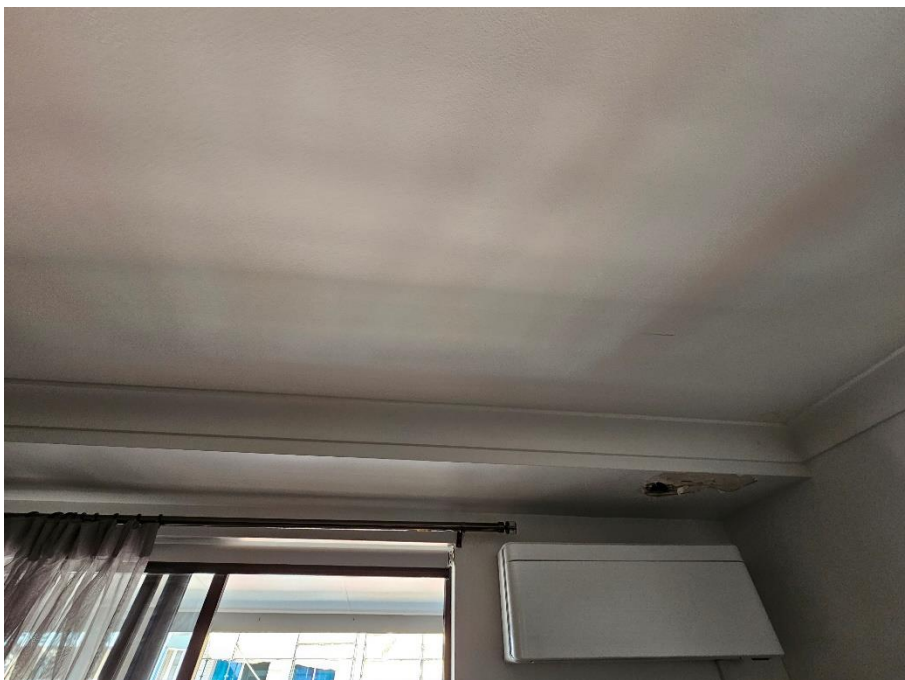
Water damage evident on the eastern wall in the laundry near the water heater and on the adjoining western kitchen wall.



**PHOTO 17**

Refer. 1.8

Water damage evident on the eastern wall in the laundry near the water heater and on the adjoining western kitchen wall.



**PHOTO 18**

**Unit 6**

Refer. 2.1

Water leaks reported from the living room south-western corner in the bulkhead, below level 2 southern balcony and level 1 southern balcony roof.



**PHOTO 19**

Refer. 2.1

Water leaks reported from the living room south-western corner in the bulkhead, below level 2 southern balcony and level 1 southern balcony roof.



**PHOTO 18**

Refer. 2.2

No damage evident on the external northern wall of the level 1 balcony adjoining the living room.



**PHOTO 19**

Refer. 2.3

Water damage evident on the level 1 western balcony wall (no damage evident on the adjoining unit 5 level 1 balcony wall).



**PHOTO 20**

Refer. 2.3

Water damage evident on the level 1 western balcony wall (no damage evident on the adjoining unit 5 level 1 balcony wall).



**PHOTO 21**

Refer. 2.4

Water leaks reported along the level 2 western bedroom wall.



**PHOTO 22**

Refer. 2.5

General view of the level 2 southern balcony, different tiles along the southern perimeter and efflorescence evident between the tiles.



**PHOTO 23**

Refer. 2.5

General view of the level 2 southern balcony, different tiles along the southern perimeter and efflorescence evident between the tiles.



**PHOTO 24**

Refer. 2.6

Level 2 southern balcony drainage point is not correctly detailed with waterproofing.

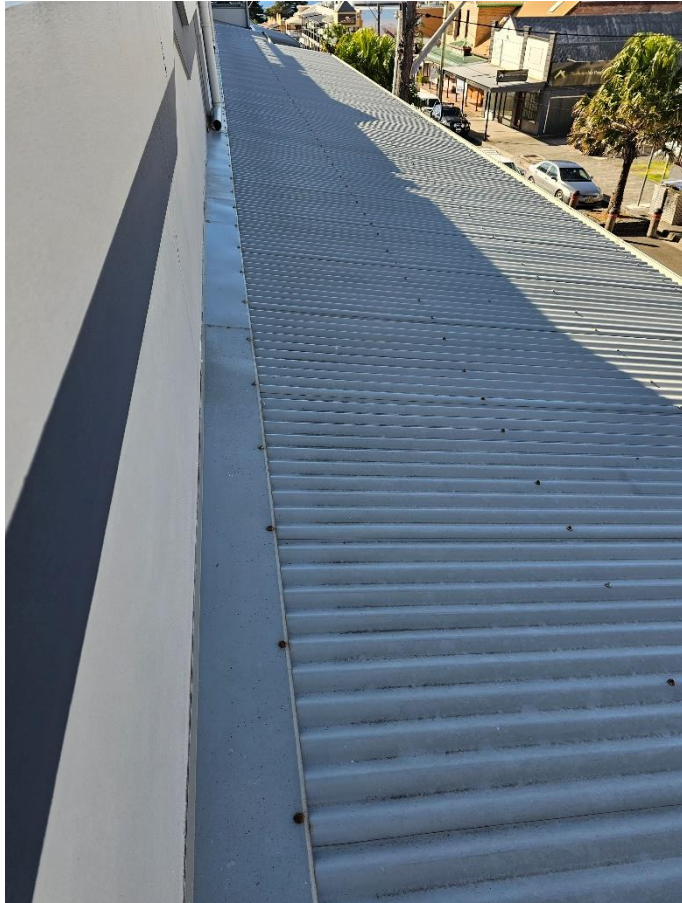




**PHOTO 25**

Refer. 2.7

Grout deterioration between the level 2 southern balcony skirting tiles.



**PHOTO 26**

Refer. 2.8

General view of the external level 1 southern balcony awning, with flashing sealed to the external balcony parapet.



**PHOTO 27**

Refer. 2.8

General view of the external level 1 southern balcony awning, with flashing sealed to the external balcony parapet.



**PHOTO 28**

Refer. 2.8

General view of the external level 1 southern balcony awning, with flashing sealed to the external balcony parapet.



**PHOTO 29**

Refer. 2.9

The roof ridge above Unit 6 observed to be slightly raised at the lap joint; general located above the level 2 bedroom.



**PHOTO 30**

Refer. 2.9

The roof ridge above Unit 6 observed to be slightly raised at the lap joint; general located above the level 2 bedroom.



**PHOTO 31**

**Unit 14**

Refer. 3.1

Separation evident between the laundry window opening filled with glass bricks and the wall.



**PHOTO 32**

Refer. 3.1

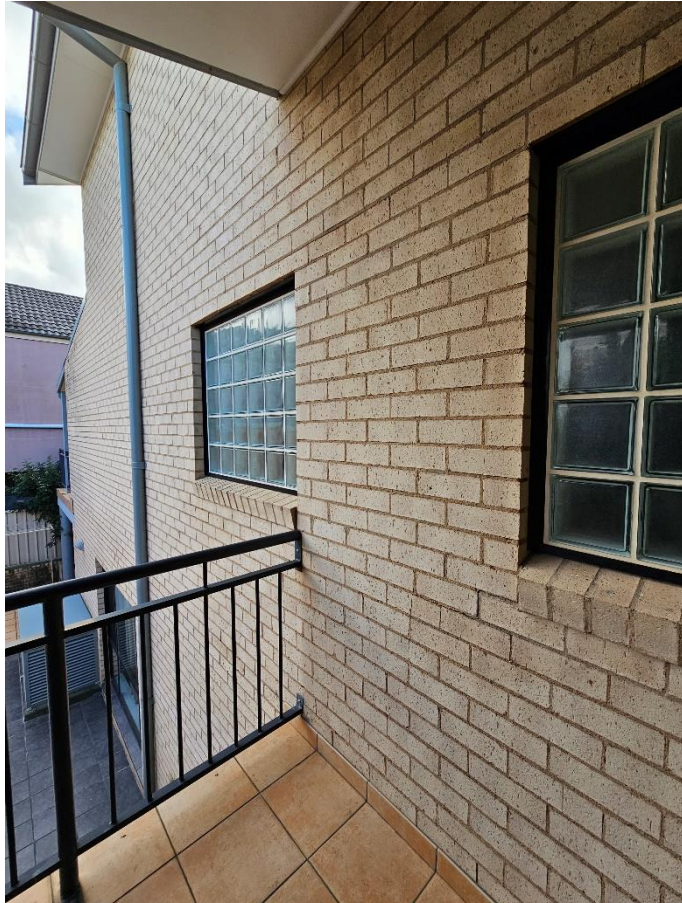
Separation evident between the laundry window opening filled with glass bricks and the wall.



**PHOTO 33**

Refer. 3.1

Separation evident between the laundry window opening filled with glass bricks and the wall.



**PHOTO 34**

Refer. 3.2

Step cracking under the laundry window on the external masonry wall.



**PHOTO 35**

Refer. 3.2

Step cracking under the laundry window on the external masonry wall.



**PHOTO 36**

Refer. 3.3

Gap between the window frame and external masonry windowsill.



**PHOTO 37**

Refer. 3.4

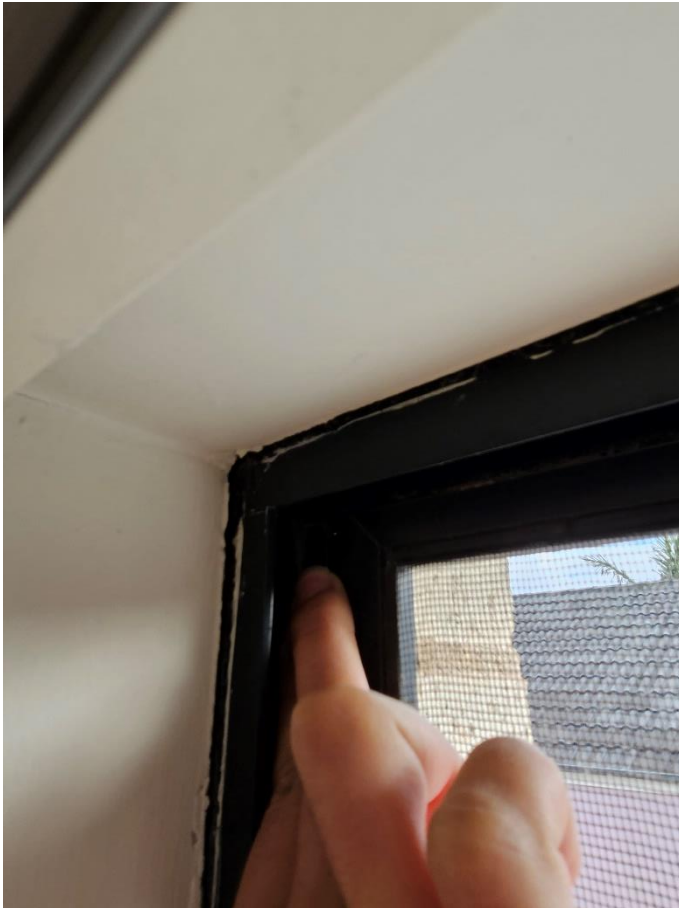
Corrosion of the corner trim along the laundry windowsill.



**PHOTO 38**

Refer. 3.5

Northern bedroom window frame is inadequately fixed to the walls withing the opening, evident with the frame moving when lightly touched.



**PHOTO 39**

Refer. 3.5

Northern bedroom window frame is inadequately fixed to the walls withing the opening, evident with the frame moving when lightly touched.



**PHOTO 40**

Refer. 3.6

The balcony post supporting the awning has corroded.





**PHOTO 41**

Refer. 3.6

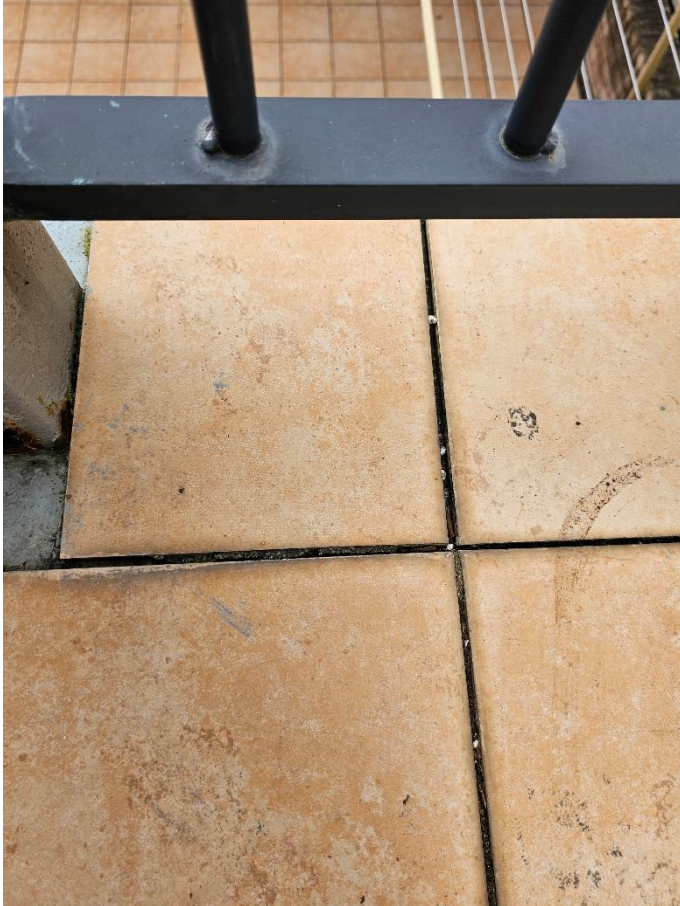
The balcony post supporting the awning has corroded.



**PHOTO 42**

Refer. 3.6

The balcony post supporting the awning has corroded.



**PHOTO 43**

Refer. 3.7

Grout between the tiles near the pots has deteriorated.



**PHOTO 44**

Refer. 3.8

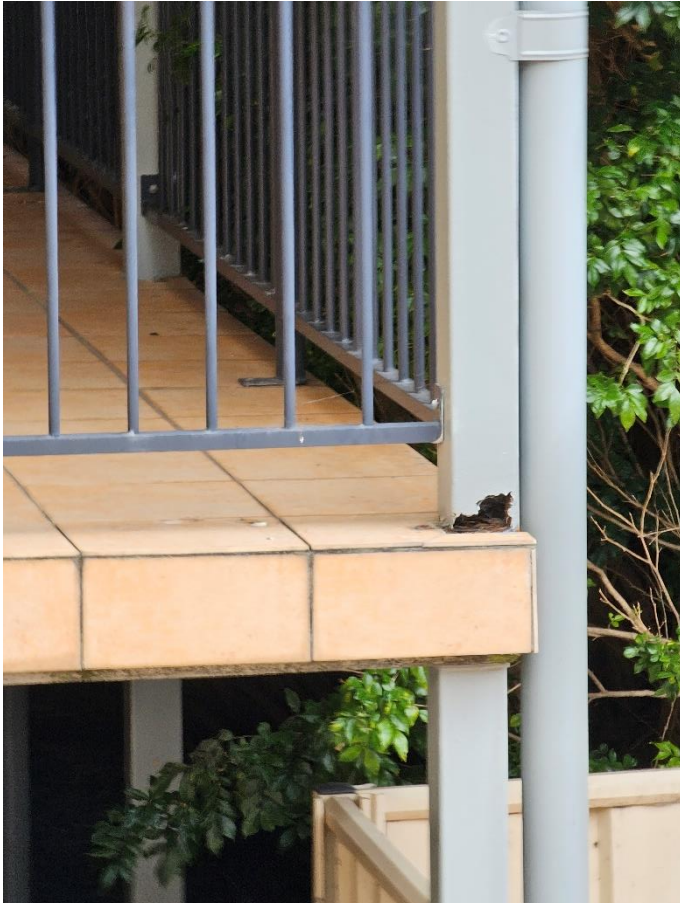
Balcony skirting tiles were delaminating from the wall.



**PHOTO 45**

Refer. 3.9

Corrosion evident on the post on the western common property walkway adjoining Unit 14 (evident from Unit 14 balcony).



**PHOTO 46**

Refer. 3.9

Corrosion evident on the post on the western common property walkway adjoining Unit 14 (evident from Unit 14 balcony).



**PHOTO 47**

**Unit 6 to 7 external water leaks.**

Refer. 4.1

Water leaks reported along the external wall between Unit 6 and 7, staining on the masonry wall evident, with an awning adjoining the building above this location.



**PHOTO 48**

Refer. 4.1

Water leaks reported along the external wall between Unit 6 and 7, staining on the masonry wall evident, with an awning adjoining the building above this location.



**PHOTO 49**

Refer. 4.2

Flashing between the awning and the building above Unit 6 and 7 external wall appears to be sealed to the building.



**PHOTO 50**

Refer. 4.2

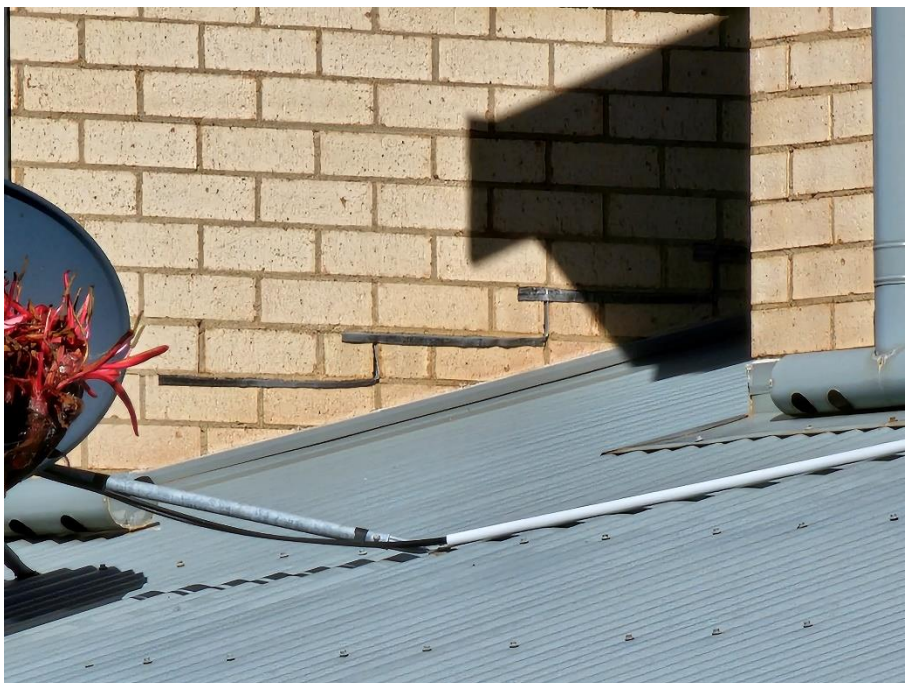
Flashing between the awning and the building above Unit 6 and 7 external wall appears to be sealed to the building.



**PHOTO 51**

Refer. 4.3

There is a valley gutter in the awning above this location, where the flashing appears to be poorly detailed.



**PHOTO 52**

Refer. 4.4

Stepped flashing is evident in the masonry above the awning in a small area and does not detail over the awning.

**Current Owner Account**

**JAMESONS.**

**Paul Albert Knowles & Margaret Helen Mary Knowles**

**Lot 7**

**Unit 7**

Owners Strata Plan 75794  
28 Addison Street SHELLHARBOUR NSW 2529  
ABN: 50 609 003 836

Purchased: 05/06/2018      UE / AE:      586.00 / 10,000.00

Date	Details	Administrative Fund due/paid	Capital Works Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
01.01.2024	Quarterly Admin/Capital Works Levy	959.50	373.80	0.00	0.00	1,333.30	1,333.30
02.01.2024	Levy payment for 7/75794	-959.50	-373.80	0.00	0.00	-1,333.30	0.00
01.04.2024	Quarterly Admin/Capital Works Levy 01/04/2024 - 30/06/2024	998.55	568.05	0.00	0.00	1,566.60	1,566.60
02.04.2024	Levy payment for 7/75794	-998.55	-568.05	0.00	0.00	-1,566.60	0.00
01.07.2024	Quarterly Admin/Capital Works Levy 01/07/2024 - 30/09/2024	998.55	568.05	0.00	0.00	1,566.60	1,566.60
01.07.2024	Levy payment for 7/75794	-998.55	-568.05	0.00	0.00	-1,566.60	0.00
01.10.2024	Quarterly Admin/Capital Works Levy 01/10/2024 - 31/12/2024	998.55	568.05	0.00	0.00	1,566.60	1,566.60
02.10.2024	Levy payment for 7/75794	-998.55	-568.05	0.00	0.00	-1,566.60	0.00
01.01.2025	Quarterly Admin/Capital Works Levy 01/01/2025 - 31/03/2025	988.77	519.49	0.00	0.00	1,508.26	1,508.26
02.01.2025	Levy payment for 7/75794	-988.77	-519.49	0.00	0.00	-1,508.26	0.00

25/02/2025	Current balances excluding interest						
	Administrative Fund		0.00				
	Capital Works Fund		0.00				
	Unallocated Money Fund		0.00				
			<u>0.00</u>				
	Interest due as at 25/02/2025		0.00				
			<u>0.00</u>				
	<b>Current balance including interest</b>		<b><u><u>\$0.00</u></u></b>				

## Balance Sheet as at 25 February 2025

<b>OWNERS' FUNDS</b>	<b>Current Period (\$)</b>	<b>Previous Year (\$)</b>
<b>Administrative Fund</b>		
Operating Surplus/(Deficit) - Admin	6,763.47	399.82
Owners Funds at Start of Year - Admin	4,758.14	4,358.32
	<u>11,521.61</u>	<u>4,758.14</u>
<b>Capital Works Fund</b>		
Operating Surplus/(Deficit) - Capital Works	(15,743.76)	5,023.20
Owners Funds at Start of Year - Capital Works	28,318.38	23,295.18
	<u>12,574.62</u>	<u>28,318.38</u>
<b>NET OWNER FUNDS</b>	<b><u>24,096.23</u></b>	<b><u>33,076.52</u></b>
<b>Represented by Assets:</b>	<b>Current Period (\$)</b>	<b>Previous Year (\$)</b>
<b>Administrative Fund</b>		
Cash at Bank - Admin	11,025.44	4,327.32
Receivable - Levy Arrears - Ordinary - Admin	496.17	430.82
	<u>11,521.61</u>	<u>4,758.14</u>
<b>Capital Works Fund</b>		
Cash at Bank - Capital Works	12,310.85	28,073.27
Receivable - Levy Arrears - Ordinary - CPT WRKs	263.77	245.11
	<u>12,574.62</u>	<u>28,318.38</u>
<b>Unallocated Money</b>		
Cash at Bank - Unallocated	2,420.32	4,318.20
	<u>2,420.32</u>	<u>4,318.20</u>
<b>Total Assets</b>	<b><u>26,516.55</u></b>	<b><u>37,394.72</u></b>
<b>Less liabilities</b>	<b>Current Period (\$)</b>	<b>Previous Year (\$)</b>
<b>Unallocated Money</b>		
Prepaid Levies - Unallocated	2,420.32	4,318.20
	<u>2,420.32</u>	<u>4,318.20</u>
<b>Total Liabilities</b>	<b><u>2,420.32</u></b>	<b><u>4,318.20</u></b>
<b>NET ASSETS</b>	<b><u>24,096.23</u></b>	<b><u>33,076.52</u></b>



**Statement of Income and Expenditure  
 for the Financial Year-to-Date  
 01 November 2024 to 25 February 2025**

<b>ADMINISTRATIVE FUND</b>		<b>Current Period (\$)</b> 01/11/2024 - 25/2/2025	<b>Annual Budget (\$)</b> 01/11/2024 - 31/10/2025	<b>Previous Year (\$)</b> 01/11/2023 - 31/10/2024
<b>CoA</b>	<b>Revenue</b>			
142500	Interest on Arrears - Admin	11.48	0.00	30.91
143000	Levies Receivable - Ordinary - Admin	16,873.23	71,493.00	67,494.30
146500	Status Certificate Fees	0.00	0.00	239.80
	<b>Total Revenue</b>	<b>16,884.71</b>	<b>71,493.00</b>	<b>67,765.01</b>
<b>CoA</b>	<b>Less Expenditure</b>			
150200	Admin - Accounting	0.00	0.00	1.39
153800	Admin - Agent Disbursements	502.86	2,000.00	1,866.63
153900	Admin - Agent - Management Fees - Additional	225.50	5,000.00	7,100.50
154000	Admin - Agent - Management Fees - Standard	1,645.01	5,033.00	4,628.75
151401	Admin - Bank Charges - Account Fees	0.00	100.00	46.15
153200	Admin - Legal & Debt Collection Fees	0.00	0.00	33.00
156000	Admin - Status Certificate Fees Paid	119.90	0.00	119.90
156350	Admin - Strata Hub	0.00	300.00	261.00
159100	Insurance - Building Insurance Premiums	227.20	31,500.00	25,181.77
159200	Insurance - Building Valuation Fee	0.00	450.00	0.00
161100	Maint Bldg - Building - General Repairs	792.00	3,000.00	3,747.74
163000	Maint Bldg - Cleaning	1,800.00	5,000.00	5,200.00
164550	Maint Bldg - Contractor Compliance	0.00	100.00	72.60
164800	Maint Bldg - Electrical - General Repairs	0.00	1,000.00	631.50
165801	Maint Bldg - Fire Protection - Contract	0.00	2,700.00	2,692.80
165810	Maint Bldg - Fire Protection - Repairs	1,002.84	2,000.00	2,027.74
166600	Maint Bldg - Garage Doors	0.00	1,500.00	1,975.00
172200	Maint Bldg - Plumbing - General Repairs	363.00	500.00	0.00
172400	Maint Bldg - Pumps	289.30	600.00	578.60
191537	SF37 - External Lighting	50.00	0.00	0.00
191221	SFCSS-08 - Common Area Lighting	126.16	0.00	0.00
190200	Utility - Electricity Supply	0.00	4,500.00	1,207.47
190800	Utility - Rubbish Removal/Garbage Rates	1,800.00	5,000.00	5,200.00
191200	Utility - Water & Sewerage	1,177.47	5,000.00	4,792.65
	<b>Total Expenditure</b>	<b>10,121.24</b>	<b>75,283.00</b>	<b>67,365.19</b>

**Statement of Income and Expenditure  
for the Financial Year-to-Date  
01 November 2024 to 25 February 2025**

Surplus/(Deficit)	6,763.47	(3,790.00)	399.82
Opening Balance	4,758.14	4,758.14	4,358.32
Closing Balance	<u>11,521.61</u>	<u>968.14</u>	<u>4,758.14</u>

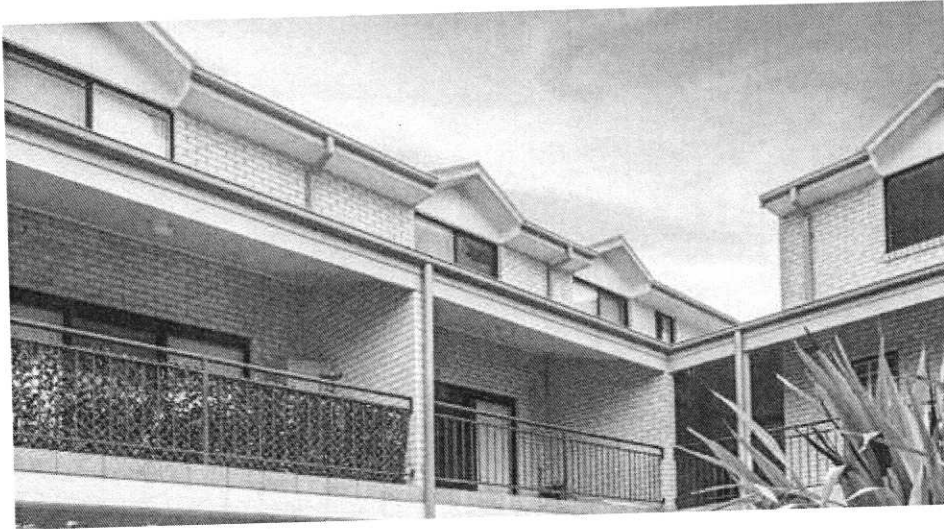
**Statement of Income and Expenditure  
 for the Financial Year-to-Date  
 01 November 2024 to 25 February 2025**

<b>CAPITAL WORKS FUND</b>		<b>Current Period (\$)</b> 01/11/2024 - 25/2/2025	<b>Annual Budget (\$)</b> 01/11/2024 - 31/10/2025	<b>Previous Year (\$)</b> 01/11/2023 - 31/10/2024
<b>CoA</b>	<b>Revenue</b>			
242500	Interest on Arrears - Capital Works	6.53	0.00	17.58
243000	Levies Receivable - Ordinary - Capital Works	8,865.02	31,460.00	35,461.10
	<b>Total Revenue</b>	<b>8,871.55</b>	<b>31,460.00</b>	<b>35,478.68</b>
<b>CoA</b>	<b>Less Expenditure</b>			
257500	Admin - Taxation Services	0.00	0.00	220.00
264200	Maint Bldg - Consultants	1,936.00	0.00	627.00
264600	Maint Bldg - Doors, Screens & Windows	6,410.00	0.00	0.00
266000	Maint Bldg - Expense per Capital Works Forecast	0.00	18,292.00	0.00
265800	Maint Bldg - Fire Protection - Replacement	0.00	0.00	2,711.52
266600	Maint Bldg - Garage Doors	0.00	0.00	6,110.00
271600	Maint Bldg - Painting & Surface Finishes	16,269.31	0.00	15,836.96
280000	Maint Grounds - Tree Lopping/Removal	0.00	0.00	4,950.00
	<b>Total Expenditure</b>	<b>24,615.31</b>	<b>18,292.00</b>	<b>30,455.48</b>
	<b>Surplus/(Deficit)</b>	<b>(15,743.76)</b>	<b>13,168.00</b>	<b>5,023.20</b>
	Opening Balance	<b>28,318.38</b>	<b>28,318.38</b>	<b>23,295.18</b>
	<b>Closing Balance</b>	<b>12,574.62</b>	<b>41,486.38</b>	<b>28,318.38</b>

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## Capital Works Fund

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Property Address:	28 Addison Street, Shellharbour
Applicant:	Owners Corporation for SP 75794
Reference Number:	ILL0377
Date of Assessment:	1 <sup>st</sup> July 2018

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### 3. Contributions Summary

#### Applied Technology

#### 20 Year Forecast

Year	Financial Year	Opening Balance	Contributions	Contingency 10%	Total Contributions	Expenses	Net Balance	Interest 2.5%	Closing Balance	Cont. Per Lot Entitlement
1	2018	64633	8350	835	<b>9185</b>	2850	70968	1774	72742	<b>0.9185</b>
2	2019	72742	8818	882	<b>9699</b>	735	81707	2043	83749	<b>0.97</b>
3	2020	83749	9323	932	<b>10256</b>	1819	92186	2305	94491	<b>1.03</b>
4	2021	94491	9875	987	<b>10862</b>	76635	28718	718	29436	<b>1.09</b>
5	2022	29436	10468	1047	<b>11515</b>	16166	24785	620	25404	<b>1.15</b>
6	2023	25404	11117	1112	<b>12228</b>	0	37633	941	38573	<b>1.22</b>
7	2024	38573	11808	1181	<b>12988</b>	8041	43521	1088	44609	<b>1.30</b>
8	2025	44609	12548	1255	<b>13803</b>	18292	40119	1003	41122	<b>1.38</b>
9	2026	41122	13350	1335	<b>14685</b>	3324	52483	1312	53796	<b>1.47</b>
10	2027	53796	14243	1424	<b>15667</b>	4421	65041	1626	66667	<b>1.57</b>
11	2028	66667	15205	1520	<b>16725</b>	1140	82253	2056	84309	<b>1.67</b>
12	2029	84309	16367	1637	<b>18004</b>	0	102313	2558	104871	<b>1.80</b>
13	2030	104871	17349	1735	<b>19084</b>	117808	6147	154	6300	<b>1.91</b>
14	2031	6300	17783	1778	<b>19561</b>	5563	20299	507	20806	<b>1.96</b>
15	2032	20806	18228	1823	<b>20050</b>	24947	15910	398	16307	<b>2.01</b>
16	2033	16307	18683	1868	<b>20552</b>	5925	30934	773	31707	<b>2.06</b>
17	2034	31707	19150	1915	<b>21065</b>	8404	44369	1109	45478	<b>2.11</b>
18	2035	45478	19629	1963	<b>21592</b>	28192	38878	972	39850	<b>2.16</b>
19	2036	39850	20120	2012	<b>22132</b>	12274	49708	1243	50951	<b>2.21</b>
20	2037	50951	20623	2062	<b>22685</b>	1769	71867	1797	73664	<b>2.27</b>



4. Capital Works Fund Budget					Year																										
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20							
Category	Unit	Quantity	Rate	Est. Cost	ERL	ETL	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037					
Superstructure	Repaint Building Façade	item	1	57450	57450	4	9	0	0	0	66506	0	0	0	0	0	0	0	0	103172	0	0	0	0	0	0					
	Maintain Windows/Doors & Hardware - Ongoing Maintenance	item	1	2250	2250	4	5	0	0	0	2605	0	0	0	0	3324	0	0	0	0	4243	0	0	0	0	5415	0				
	Maintain Gutters & Downpipes - Ongoing Maintenance	item	1	3650	3650	4	9	0	0	0	4225	0	0	0	0	0	0	0	0	0	6555	0	0	0	0	0	0				
	General Repairs & Maintenance	item	1	2850	2850	1	3	2850	0	0	3299	0	0	3819	0	0	4421	0	0	0	5118	0	0	5925	0	0	6859	0			
	Maintain Building Mounted Lights - Ongoing Maintenance	item	1	350	350	2	3	0	368	0	0	425	0	0	492	0	0	570	0	0	660	0	0	764	0	0	884				
<b>Superstructure Totals</b>							2850	368	0	76635	425	0	3819	492	3324	4421	570	0	114845	4903	0	5925	764	0	12274	884					
Basement	Maintain Automatic Door Opening Gear - Ongoing Maintenance	item	1	1650	1650	3	5	0	0	1819	0	0	0	0	2322	0	0	0	0	2963	0	0	0	0	3782	0	0				
	Maintain/Replace Gate - Ongoing Maintenance	item	1	3150	3150	7	10	0	0	0	0	0	0	4221	0	0	0	0	0	0	0	0	0	6876	0	0	0				
	Maintain Light Fittings - Ongoing Maintenance	item	1	350	350	2	3	0	368	0	0	425	0	0	492	0	0	570	0	0	660	0	0	764	0	0	884				
<b>Basement Totals</b>							0	368	1819	0	425	0	4221	2814	0	0	570	0	2963	660	0	0	7640	3782	0	884					
Roof	Maintain Roofing - Ongoing Maintenance	item	1	10650	10650	8	10	0	0	0	0	0	0	0	14986	0	0	0	0	0	0	0	0	0	24410	0	0				
<b>Roof Totals</b>							0	0	0	0	0	0	0	14986	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24410	0	0
External Works	Maintain Paving/Tiling - Ongoing Maintenance	item	1	9150	9150	5	10	0	0	0	0	11122	0	0	0	0	0	0	0	0	0	0	18116	0	0	0	0				
	Maintain Fencing - Ongoing Maintenance	item	1	3450	3450	5	10	0	0	0	0	4193	0	0	0	0	0	0	0	0	0	0	6831	0	0	0	0				
<b>External Works Totals</b>							0	0	0	0	15315	0	0	0	0	0	0	0	0	0	0	0	0	24947	0	0	0	0	0	0	

## CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

**Policy Number:** P-002090

**Policy Class:** Axis Residential Strata Insurance Policy

**Insured:** SP 75794

**Interested Party:**

**Interest Insured:**

**Location:** 28 Addison Street  
SHELLHARBOUR

**State:** NSW

**Postcode:** 2529

**Inception Date:** 4:00pm on 31st August 2024

**Expiry Date:** 4:00pm on 31st August 2025

<b>Sums Insured:</b>	1. Buildings	\$	11,990,000
	Common Contents	\$	119,900
	Loss of Rent	\$	1,798,500
	Option Cover: Floating Floors		Insured
	Option Cover: Loss of Lot/Unit Market Value		Not Insured
	Option Cover: Catastrophe Cover	0 %	Not Insured
	Option Cover: Flood		Not Insured
	2. Public or Legal Liability	\$	20,000,000
	3. Personal Accident	\$	200,000/2000
	4. Fidelity Guarantee	\$	100,000
	5. Machinery Breakdown	\$	
	6. Office Bearers Legal Liability	\$	5,000,000
	7. Government Audit Costs & Legal Expenses		
Appeal Expenses	\$	100,000	
Audit Fees	\$	25,000	
Legal Defence Expenses	\$	50,000	

**Conditions:** As Per Quotation, Policy Wording and Endorsements

**Underwriters:** XL INSURANCE COMPANY SE (Australia Branch)

**Date:** 9 September 2024



**Axis Underwriting Services Pty Ltd**  
as Agents of the Insurers

**Lodger Details**

Lodger Code 502458Y  
Name PDC LAW  
Address PO BOX 214  
WOLLONGONG 2520  
Lodger Box 1W  
Email ADMIN@PDCLAW.AU  
Reference 21/2131 SP75794

Land Registry Document Identification

AT500797

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP75794	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP75794  
Non-government statutory entity

**Meeting Date**

26/06/2023

**Added by-law No.**

**Details** SPECIAL BY-LAW 3

**Amended by-law No.**

**Details** NOT APPLICABLE

**Repealed by-law No.**

**Details** NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

See attached Conditions and Provisions

See attached Approved forms

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP75794  
**Signer Name** KRISTY MUTCH  
**Signer Organisation** PLANNING DEVELOPMENT COMMERCIAL LAWYERS PTY LIMITED  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 06/10/2023



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**STRATA PLAN 75794 - 28 Addison Street Shellharbour  
Mixed Use Model By Laws**

**1 Noise**

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

**2 Vehicles**

(1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

**3 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

**4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

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

**5 Damage to common property**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
- (e) any such device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62 of the Act, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

**6 Behaviour of owners and occupiers**

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

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

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

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#### **8 Behaviour of invitees**

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

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

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other or discarded item except with the prior written approval of the owners corporation.

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

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause:

washing includes any clothing, towel, bedding or other article of a similar type period

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

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

#### **12 Storage of inflammable liquids and other substances and materials**

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **13 Changes to Floor Coverings**

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### **14 Floor coverings**

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

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15 Garbage disposal**

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles or recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in case of garbage, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

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- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot:
- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
  - (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

#### **16 Keeping of animals**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

#### **17 Appearance of lot**

- (1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

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

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

#### **19 Preservation of fire safety**

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

#### **20 Prevention of hazards**

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

#### **21 Provision of amenities or services**

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(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

## 22 Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

## 23 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## 24 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

## 25 Minor Renovations - Applications by lot owners

(1) In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:

- 1.1 renovating a kitchen,
- 1.2 changing recessed light fittings,
- 1.3 installing or replacing wood or other hard floors,
- 1.4 installing or replacing wiring or cabling or power or access points,
- 1.5 work involving reconfiguring walls,
- 1.6 removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- 1.7 installing a rainwater tank,
- 1.8 installing a clothesline,
- 1.9 installing a reverse cycle split system air conditioner,
- 1.10 installing double or triple glazed windows,
- 1.11 installing a heat pump,
- 1.12 installing ceiling insulation,
- 1.13 installing TV antenna or satellite dishes for pay TV
- 1.14 installing whirly bird ventilation devices
- 1.15 installing small awnings or pergolas that do not require council approval and
- 1.16 any other work added to this list by regulations or by-laws.

(2) Minor renovations must not involve:

- 2.1 structural changes,
- 2.2 changes to the external appearance of a lot, or
- 2.3 waterproofing.

(3) Minor renovations do not include:

- 3.1 work that involves structural changes,
- 3.2 work that changes the external appearance of a lot, including the installation of an external access ramp,
- 3.3 work involving waterproofing,
- 3.4 work for which consent or another approval is required under any other Act, and
- 3.5 work that is authorised by a by-law or a common property rights by-law.

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(4) Before any building work is started by an owner, the owner of a lot must give written notice (e.g., complete an application form) in the form provided by the Owners Corporation, of the proposed minor renovations/building work, such application to include the following:

- 4.1. details of the work, including copies of any plans,
- 4.2. duration and times of the work,
- 4.3. details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and
- 4.4. arrangements to manage any resulting rubbish or debris.

(5) An owner of a lot must ensure that:

- 5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
- 5.2. the minor renovations and any repairs are carried out in a competent and proper manner.

(6) The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alterations, including minor works.

(7) This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.

(8) The Strata Committee will not unreasonably withhold its consent to such applications but applications will only be approved with conditions.

(9) The Lot Owner shall:

- 9.1. pay to the Owners Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);
- 9.2. be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the Strata Schemes Management Act 2015 with respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and
- 9.3. at its own expense, be responsible for the repair, maintenance and upkeep of the minor renovations to the Lots.

(10) If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:

- 10.1. request, in writing, that the Owner complies with the conditions of the approval;
- 10.2. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;
- 10.3. recover the costs of such work from the Owner as a debt due; and
- 10.4. such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.

The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts

## 26 Window Safety Devices and Recovery of expenses by Owners Corporation

(1) As the obligation under section 118 of the Strata Schemes Management Act 2015 or as amended, is upon the Owners Corporation to ensure that there are complying window safety devices for all common property windows in the strata scheme, the Owners Corporation may choose to install such window safety devices and if such a device is damaged or removed by a person within the lot, then the owner of the lot shall be responsible for the repair and/or replacement of that window safety device.

(2) Where it is necessary, at the discretion of the Owners Corporation, to seek to recover from an owner any money that is owed by that owner to the Owners Corporation whether under section 120 of the Strata Schemes Management Act 2015, or as amended, or the By-laws (and also including arrears of levies), then the Owners Corporation shall be entitled to recover such amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.

(3) Where the Owners Corporation spends money to repair damage caused by a breach of the Strata Schemes Management Act 2015, or as amended, or a breach of the By-laws by any owner, mortgagee or covenant chargee in possession, tenant or occupier, then the Owners Corporation is entitled to recover the amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.

(4) Some examples of the type of "expenses" which are recoverable by the Owners Corporation pursuant to this By-law are:

- 4.1. If an owner of a lot fails to carry out work that is required to be carried out under a notice given to the owner by a public authority (e.g., show cause notice from council or a NSW fire compliance notice), then the Owners Corporation may carry out the work and recover the expenses as a debt; and

6/10



- 4.2. If an owner (or the occupier of the lot) damages a window safety device installed within the lot or common property, then the Owners Corporation will spend money to arrange the repair and repair the damage (or replace the window safety device), and such expense (including legal and administrative costs) will be recovered by the Owners Corporation as a debt.
- 4.3. If an owner has agreed for the Owners Corporation to organise the engagement of a contractor to install the Window Safety Devices in his or her lot and fails to provide access to his or her lot which results in the Owners Corporation incurring fees from the contractor engaged to install the Window Safety Devices.
5. The entitlement of the Owners Corporation to recover its expenses are not limited to the examples in this By-law and such entitlement includes any damage caused to common property by an owner, mortgagee or covenant chargee in possession, tenant or occupier.

#### Special By Law 1 – Air Conditioners

- (a) The Owner of each and every Lot may install an air conditioner within the boundaries of their Lot subject to the conditions of this special by-law being adhered to.
- (b) Before installing the air conditioner the Owner must seek approval from the Owners Corporation/ Executive Committee. When seeking such approval the Owner must provide the Strata Managing Agent not less than thirty (30) days before the air-conditioner is to be installed for approval by the Executive Committee:
- (i) a copy of any approval required from Council;
  - (ii) a plan of the proposed location of the air conditioner within the boundaries of the Lot;
  - (iii) a copy of the air conditioners specifications including estimated noise Output.
- (c) In installing the air conditioner the Owner must:
- (i) ensure that approval has been granted by the owners corporation/executive committee after providing all details as per section b
  - (ii) ensure that no part of the air conditioner kept in accordance with this by-law encroaches onto the Common Property or an adjoining Lot, the Owner
  - (iii) of such adjoining Lot has given the Owner permission to do so;
  - (iv) complying with all conditions of Council;
  - (v) comply with the manufacturer's specifications and method of installation;
  - (vi) carry out the installation in locations shown in the drawing submitted to
  - (vii) carry out the installation in a proper and skilful manner in accordance with and approved by the Owners Corporation; the Building Code of Australia and any pertinent Australian Standards or Statutes.
- (d) The Owner must ensure that any condensation from the air conditioner is drained in accordance with the requirements of Council and the Owners Corporation, through lines to existing drains or pipes and so it does not cause a nuisance to the Owner or occupier of any Lot or the Common Property of defect the use of the Common Property by any person entitled to use it.
- (e) The Owner must not use the air conditioner in breach of the Protection of the Environment Operations Act 1997 or any other applicable Statute.
- (f) The Owner must not use the air conditioner if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the Owner or occupier of it or of the Common Property by any person entitled to use it.
- (g) The Owner must maintain the air conditioner in a state of good and serviceable repair and must renew or replace it when necessary.

#### Special By Law 2 – Lot 3 Bathroom Renovations

##### A DEFINITIONS

"Owner" means the Owners of Lot: 3 in Strata Plan 75794.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owners Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible accounting for fair wear and tear.

"Schedule of Works" means the Owners list of all of the Building Works already completed or proposed to be performed, approved by the Owners Corporation and enclosed herewith and marked "Enclosure 1".

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

##### B RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

- (A) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (B) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

4/10



## C CONDITIONS

### 1 MAINTENANCE

(A) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.

(B) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

### 2 DOCUMENTATION

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Owners Corporation for approval:

- (A) plans and drawings;
- (B) specifications;
- (C) structural diagrams;
- (D) a Schedule of Works; and
- (E) any other document reasonably required by the Owners Corporation.

### 3 APPROVALS

(A) The Building Works must be compliant with Australian Standards.

(B) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;

- (i) the relevant consent authority under the Environmental Planning and Assessment Act; and
- (ii) any other relevant statutory authority whose requirements apply to the Building Works.

### 4 INSURANCE

Before commencing the Building Works the Owner must effect or cause to be effected the following insurances in respect of their lot in the joint names of the Owner and Owners Corporation as required;

- (A) contractors all works insurance;
- (B) insurance required under the Home Building Act 1989 (if required);
- (C) workers compensation insurance; and
- (D) public liability insurance in the amount of \$10,000,000.00.

### 5 PERFORMANCE OF WORKS

In performing the Building Works, the Owner must;

- (A) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (B) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- (C) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (D) only perform the Building Works at the times approved by the Owners Corporation;
- (E) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (F) remove all debris resulting from the Building Works immediately from the building; and
- (G) comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Building Works.

### 6 LIABILITY

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

### 7 INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

### 8 COST OF WORKS

The Building Works must be undertaken at the cost of the Owner.

### 9 OWNERS' FIXTURES

The Building Works shall remain the Owner's fixtures.

### 10 RIGHT TO REMEDY DEFAULT

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may,

- (A) carry out all work necessary to perform that obligation;
- (B) enter upon any part of the parcel to carry out that work; and
- (C) recover the costs of carrying out that work from the Owner.

9/10





### **Special By-Law 3 - Security Cameras By Law – Management of Security System**

*The Owners Corporation has resolved to add a Security System to the common property. The Security System will include security cameras and Security Recordings, which shall be secured as detailed below.*

1. *This By-Law is made for the purposes of managing, regulating, and controlling the use and maintenance of the Security System on the common property. This shall include the appropriate management of the Security Recordings of activities on the common property.*
2. *For the purposes of this By-Law, the following definitions apply:*
  - a) *"Security System" means all cabling, alarm system software, closed circuit television system (CCTV monitor and cameras), sirens and mechanisms (including all ancillary equipment) installed in the common property to provide security for all lot owners.*
  - b) *"Security Recordings" means either analogue or digital images or recordings of activities in the common property areas.*
  - c) *The recorder will be located in the switch room and the Committee will have authorization to access this footage if/as required.*

### **3. Powers & Duties of the Owners Corporation**

*The Owners Corporation shall have the power to install and maintain the Security System and any additional security devices in the common property and install such signage as is appropriate to warn owners, occupiers, and invitees that the common property is being monitored. The Owners Corporation shall also have the following additional powers, authorities, duties, and functions:*

- a) *the power to enter into arrangements with third parties from time to time for the operation of the Security System and the installation, repair, reconfiguration or replacement of the Security System, or any part of it;*
- b) *the duty to keep any Security System installed pursuant to this by-law in a good and serviceable repair;*
- c) *the duty to ensure that all Security Recordings are secured within the switch room, or held by a third-party security company offsite;*
- d) *the duty to ensure no owner or occupier can hold or access Security Recordings without the written consent of the Owners Corporation, the Strata Committee being empowered to provide such consent. The exception being that either the Strata Manager or a police officer may access the Security Recordings without prior Strata Committee approval.*
- e) *Security Recordings are only to be accessed or used for the purposes of determining a breach of the security or cause of damage to the common property areas within the building. Access to Security Recordings must not be provided for the personal use of any owner or occupier unless authorised by the Strata Committee.*

10/10



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

Strata Schemes Management Act 2015  
Real Property Act 1900

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

(A) **TORRENS TITLE** For the common property  
CP/SP75794

<b>(B) LODGED BY</b>	Document Collection Box	Name	<b>CODE</b>  <b>CH</b>	
		Company		
		Address		
		E-mail		Contact Number
		Customer Account Number		Reference

- (C) The Owner-Strata Plan No. 75794 certify that a special resolution was passed on 26/6/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. SPECIAL BY-LAW 3
- Amended by-law No. NOT APPLICABLE
- as fully set out below :
- "SEE ANNEXURE A"



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure ^
- (G) The seal of The Owners-Strata Plan No. 75794 was affixed on 26.6.2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name : SIMONE MONTGOMERY

Authority : LICENSED STRATA MANAGER

Signature :

Name :

Authority :

**STRATA SCHEMES MANAGEMENT ACT 2015  
MINUTES OF THE STRATA COMMITTEE MEETING  
THE OWNERS – STRATA PLAN 75794  
28 ADDISON STREET SHELLHARBOUR**

The Strata Committee Meeting SP75794 was held On Site in Unit 1, 28 Addison Street Shellharbour on Friday 31<sup>st</sup> January 2020 at 3.30pm.

**Present:** Paul Knowles, Darryl Nelson

**Chairperson:** Claire Clarke of Integrity Strta was elected chairperson for this meeting.

**MOTION NO.**

**MOTION**

**Motion 1:** RESOLVED that the Minutes of the last Strata Committee Meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

**Motion 2.** RESOLVED that the Strata Committee would accept the quotation from Megasealed at a cost of \$2190.00 for the repairs to the shower recess within Unit 6, noting that these repairs are the Owners Corporation's responsibility.

It was noted that the quotation from Megasealed should be confirmed as valid and that the owner should be made aware that the quote specifies that the tile replacement will be a white tile. The owner of the individual lot is to be contacted prior to the quote acceptance being issued to confirm they agree to the conditions of the quote.

**Motion 3:** (a) RESOLVED that the Strata Committee reviewed the quotations obtained for the replacement of the front door of Unit 6 and noted that one quote was for a fire rated door and one quote was for a solid black core exit door. The Strata Manager will confirm with the contractors whether a fire door is required and if so obtain an amended quote. This information is to be forwarded onto the Strata Committee for their consideration.

(b) RESOLVED That the Strata Committee discussed the cracks present in the brickwork above Unit 6 (it was also noted that cracks were also present above the doors of Unit 5, 7, 8) and obtain a quotation from an engineer to review this matter.

**Motion 4:** (a) RESOLVED That the Strata Committee accept the quote from Active Fire Services to complete the annual and six monthly testing of all fire equipment on site at a cost of \$960.00 plus gst per annum.

(b) RESOLVED That the Strata Committee accept the quote provided by Active Fire Services for the replacement of the two emergency/exit lights at a cost of \$360.00 + gst.

**Motion 5.** RESOLVED that the Strata Manager updated the Strata Committee on the finalisation of the insurance claim for Unit 14.

**Motion 6.** RESOLVED That the Strata Committee discussed the cleaning of the complex and noted that the cleaner should be reimbursed an additional amount of \$100.00 due to the amount of work required to ensure the complex was free of dust and ash over the Christmas period due to the large bushfires within the area.

**General Business:**

1. The financials were discussed with the committee and it was determined that the invoices for the roller door at a cost of \$320.00 should be clarified with the committee.
2. It was noted that, as per the Annual General Meeting, the Strata Committee would like to obtain their own quotes at the time of the insurance renewal. The Strata Manager confirmed that they had contacted their broker in relation to this – the broker had confirmed that the current insurance company, Axis, would only supply quotes to a broker. If CRM Brokers (the current brokers) received the quote from Axis at the time of the insurance renewal they will pass this onto the Strata Manager.
3. A pet application for Unit 13 was presented and it was determined that the Cat was approved by the Strata Committee as long as the cat was kept within the lot and was not left to roam common property.
4. A lighting quote was presented to exchange all the bulbs to a more energy efficient option. The Strata Manager will obtain another quote and send this to the Strata Committee for their consideration.
5. As per the Annual General Meeting the painting quotes were discussed and it was determined that the Strata Manger would obtain quotes from Higgins Painting and Programmed Property Services for a maintenance program over several years.
6. The tiles and stairwells leading to the bin room were discussed and it was determined that quotes should be obtained for the cleaning of these tiles. Previous quotes have already been obtained and the Strata Manager will confirm the scope of works with these contractors. It was noted that the top flight of stairs only required the top to be cleaned, the stairs leading from the top flight to the bin room need to be all cleaned, the stairs leading from the bin room – only the bottom of the stairs required cleaning.
7. The Strata Manager will review whether Lot 19 was given permission to install and air conditioner and provide this information to the Strata Committee.

There being no further business the meeting ended at 5.00pm.

Claire Clarke  
Chairperson

Date: 5<sup>th</sup> February 2020

**Strata Schemes Management Act 2015**  
**MINUTES OF THE ANNUAL GENERAL MEETING**  
**THE OWNERS – STRATA PLAN 75794**

The Annual General Meeting of the Owners - Strata Plan No 75794 was held at  
On Site at Unit 1, 28 Addison Street, Shellharbour NSW 2529  
on Saturday 21<sup>st</sup> November 2020 at 3.00pm.

**Owners Present:** Darryl Nelson (Lot 1), Anna Blair (Lot 4), Paul and Margaret Knowles (Lot 7) and Josie Scott (Lot 12)

**Chairperson:** Claire Clarke of Integrity Strata acted as Chairperson for this meeting.

**Chairperson declared a quorum and opened the meeting at 3.05pm**

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**MOTION 1 - Minutes**

**RESOLVED THAT** The minutes of the previous general meeting as recorded by the Owners Corporation be confirmed as a true and accurate account of the proceedings at that meeting.

**MOTION 2 – Strata Committee**

**RESOLVED THAT** The number of Strata Committee members be determined at three (3), and the following members were elected; Darryl Nelson (Lot 1), Paul Knowles (Lot 7), Josie Scott (Lot 12).

**MOTION 3 – Restricted Matters**

**RESOLVED THAT** apart from those restrictions set upon the Strata Committee stated in the legislation, that the Owners Corporation set a financial restriction of \$10,000.00 upon the Strata Committee.

*Note: The insurance quotations distributed to the Strata Committee are exempt from this restriction as per Motion 8.*

**MOTION 4 – Key Financial Information**

**RESOLVED THAT** The statement of key financial information for the administrative and capital works fund prepared in accordance with the legislation and circulated with this Notice is adopted by the owners.

**MOTION 5 – Appointment of Auditor**

**THAT** The Owners Corporation appoint an auditor. **MOTION DEFEATED.**

### **MOTION 6 – Capital Works Fund**

In accordance with section 80 of the *Strata Schemes Management Act 2015*,

- (a) **RESOLVED THAT** The Owners Corporation acknowledges receipt of the Capital Works Fund Plan prepared by a suitably qualified consultant.
- (b) **THAT** the Owners Corporation replace the Capital Works Fund Plan. **MOTION DEFEATED**

### **MOTION 7 – Adoption of Budget**

7.1 **RESOLVED THAT** Contributions to the administrative fund are estimated in accordance with Section 79 of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 of the Strata Schemes Management Act 2015 at **60,379.96** p.a;

7.2 **RESOLVED THAT** Contributions to the capital works fund are estimated in accordance with Section 79 of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 of the Strata Schemes Management Act 2015 at **17,002.85** p.a;

- (a) **RESOLVED THAT** The proportion of the said contributions payable by the owner of each lot shall be in accordance with the proposed levy schedule approved at the meeting.
- (b) **RESOLVED THAT** Both contributions be paid in quarterly equal instalments in advance commencing from 1<sup>st</sup> Levy period after the Annual General Meeting.

7.3 **RESOLVED THAT** The Administrative Fund and the Capital Works Fund contributions be continued at quarterly intervals commencing on 01/01/2021 until further determined.

*It was noted that the Strata Manager would review the electricity account and would confirm with the Strata Committee the electricity charges currently being charged to the complex. The Strata Manager and Strata Committee may review the account and determine to engage another electricity provider for the complex.*

### **MOTION 8 – Quotation from Programmed Property Maintenance**

**RESOLVED THAT** the Owners Corporation accept the long term maintenance proposal as submitted by Programmed Property Maintenance for a term of seven (7) years at a cost of \$12,267.00 per annum excluding gst (and subject to the terms and conditions contained within the painting proposal).

*It was noted that contractors should be engaged to complete the timber repairs as noted with the proposal from Programmed Property Service, it was also noted that a contractor would be engaged to complete a quote on the render repairs as required to the external wall of the complex.*

*The Strata Manager will approach Programmed Property Maintenance to determine whether there would be any price increase to change the colours within the complex.*

*The Strata Manager will also request a site meeting with the contractors, prior to the works being undertaken so that the colours can be discussed and any additional garden works etc can be noted down and undertaken.*

*The Strata Manager will arrange for any garden maintenance to be carried out prior to the painting works being undertaken.*

#### **MOTION 9 - Insurances**

**RESOLVED THAT** The insurances attached to the agenda are authorised and ratified by the Owners Corporation.

And it is further resolved that three quotations where practicable will be arranged before the renewal date and forwarded to the Strata Committee for their consideration. Should the insufficient response be received within the requested timeframe to allow the Strata Manager to renew, then the Strata Manager is authorised to renew with the current insurer.

Further that the Strata Committee be authorised to vary insurances.

*It was noted that the policy terms would be closely reviewed by the Strata Committee upon renewal to determine if the water damage claims or excess can be altered to prevent ongoing costs to the Owners Corporation.*

#### **MOTION 10 – Termite inspection/Gutter cleaning/WSD**

- (a) **THAT** The Owners Corporation obtain a termite/pest inspection of the common property.  
**MOTION DEFEATED**
- (b) **THAT** The Owners Corporation clean the roofs and gutters of debris on an ANNUAL basis.  
**MOTION DEFEATED**
- (c) **THAT** The Owners Corporation obtain an inspection of the Window Safety Devices to ensure compliance. **MOTION DEFEATED**

#### **MOTION 11 – Safety Audit Report**

**THAT** The Owners Corporation obtain a Safety Audit Report of the common property area.  
**MOTION DEFEATED**

#### **MOTION 12 – Debt recovery**

**RESOLVED THAT** The Owners – Strata Plan 75794, pursuant to the Strata Schemes Management Act 2015 (including section 103), for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all 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/expenses, the costs to be borne by the Lot owner in default;

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- Strata Plan No 75794

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) 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 Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

*Explanatory Note: 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.*

### **MOTION 13 – Payment Plans**

**RESOLVED THAT** The Owners – Strata Plan 75794 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 manager 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.

### **MOTION 14 - Appointment of Strata Managing Agent**

**RESOLVED THAT** The Owners Corporation engages Strata Management Specialists Pty Ltd trading as Integrity Strata for a term of 3 year(s) commencing on 21/11/2020 and an option period of 3 months as per the MAA for a fee of \$3408.96 per annum including GST plus disbursements to provide administrative and management services to the Owners Corporation and be authorised to exercise some or all of the functions contained in the Strata Management Agreement included with this notice AND FURTHER that the Integrity Strata manager be authorised and instructed to affix the seal to the agreement witnessed by two (2) committee members, one of whom must be the Secretary or an authorised representative of Owners Corporation



If only one person is present at the meeting then that person, and the Strata Managing Agent (under delegated authority) is authorised to sign the agreement under seal on behalf of the Owners Corporation.

### **MOTION 15 – Annual Fire Safety Statement**

**RESOLVED THAT**, in accordance with the legislation, the Owners Corporation acknowledge that they are in the process of obtaining an Annual Fire Safety Statement.

It was further resolved that the Owners Corporation acknowledge that the AFSS is to be signed by a Strata Committee Representative and the Strata Manager Agent is directed by the Owners Corporation to continue to implement all such fire safety measures which are annually certified pursuant to the certificate.

### **General Business:**

1. It was noted that the light at the bottom of the stairs leading to the garage (in the western stairwell) is on all the time and does not only come on in the event of a blackout. The Strata Manager will check with Active Fire Services whether this is correct or whether the light be off when the complex has full power.
2. The Strata Manager will forward to the Strata Committee some information regarding the new Air BnB Laws and regulations.
3. The Strata Manger will write to the Post Office and request that they put softwheels on the heavy cart being used on common property. It is noted that the current cart is creating excess noise within the complex.
4. The Strata Manager will approach the real estate agents who have left their 'For Sale' signs up at the complex for an extended period of time. It will be requested that the signs are removed.
5. The Strata Manager will review the DA documentation and will share this with the Strata Committee for their information.
6. The bin room was discussed and it was noted that large amounts of rubbish were being placed in the bins incorrectly. Large boxes were placed in the bins without being broken down, bags of rubbish were placed on top of the bins etc. It was noted that the Strata Manager would send a letter to all owners and residents regarding the correct disposal of rubbish.
7. The Strata Manager will investigate obtaining security cameras for the bin room and underground car park – the Strata Manager will liaise with the Strata Committee in relation to this.
8. A sign will be placed on the garbage room door ot ensure that residents are reminded of the correct way to dispose rubbish.
9. A quotation will be obtained for the placement of a mirror in the driveway to ensure better vision when entering/exiting the complex.
10. A quotation will be obtained for a sign stating the clearance height of the car park. The Strata Manager will obtain the quote and discuss with the Strata Committee.
11. The Strata Manager will engage a contractor to replace the broken glass in the front door.

***There being no further business the meeting ended at 4.30pm***

**MINUTES OF THE STRATA COMMITTEE MEETING**  
**Schedule 2**  
**THE OWNERS – STRATA PLAN 75794**

The Strata Committee Meeting of the Owners - Strata Plan 75794  
was held immediately after the AGM

**Committee Present:** Darryl Nelson (Lot 1), Paul Knowles (Lot 7), Josie Scott (Lot 12)

**Chairperson:** Claire Clarke of Integrity Strata acted as chairperson for this meeting

**Chairperson declared a quorum and opened the meeting at 4.30pm**

**MOTION 1**

**RESOLVED THAT** The minutes of the last strata committee meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

**MOTION 2**

That the strata committee accept the nominations for Chairperson, Secretary and Treasurer. ***Motion defeated – no nominations received. It was determined that all Committee Members would not hold formal office bearers positions.***

***There being no further business the meeting ended at 4.35pm***

**Strata Schemes Management Act 2015**  
**MINUTES OF A STRATA COMMITTEE MEETING**  
**THE OWNERS – STRATA PLAN 75794**

**The Strata Committee Meeting of the Owners - Strata Plan No 75794 was held**  
**VIA ZOOM on Tuesday the 31<sup>st</sup> of August 2021 at 3:30pm**

**Strata Committee Present:** Darryl Nelson [Lot 1]; Paul Knowles [Lot 7]

**Owners Present:** Gino Spinelli [Lot 21]; Belinda Crook [Lot 11] Lorraine Willetts [Lot 15]; Lynette Green [Integrity Strata]

**Apologies:** Josie Scott [Lot 12]

**Chairperson:** Claire Clarke – Integrity Strata acted as Chairperson for this meeting.

**Chairperson declared a quorum and opened the meeting at 3:30pm**

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**MOTION 1 - Minutes**

**RESOLVED THAT** the minutes of the previous Strata Committee meeting as recorded by the Strata Committee be confirmed as a true and accurate account of the proceedings at that meeting.

*It was noted that the minutes of the last General Meeting required alteration. Motion 14 required an amendment to the term, which should be recorded as 24 months.*

**MOTION 2 – Cracking Quotations**

**RESOLVED THAT** the Strata Committee reviewed the quotations obtained from Solitro Constructions and Danzo Constructions in relation to the cracking within the units and common areas.

*It was determined that the Strata Manager would approach the individual unit owners who had cracking on their internal walls to determine if they would like to accept the quotation, at their individual cost. The Strata Committee noted that the quote from Solitro Constructions was preferred.*

*It was noted that cracking of 2mm or below is considered cosmetic and therefore is the responsibility of the Owner. Further that the Owners Corporation are only responsible for the cracking on common property walls (being walls which divide a unit from common property, or a unit from another unit).*

*It was noted that Unit 11 and 15 confirmed that there were also cracks on their external walls, this should be included within the quote.*

*A further discussion on the quotes will take place at the AGM once the relevant owners have been contacted.*

**MOTION 3 – Review of request for tattoo parlour**

**RESOLVED THAT** the Strata Committee reviewed the request from a potential tenant of Lot 21 for a tattoo parlour to be allowed to operate within Lot 21.

**Further** that the Strata Committee review the request for a signature to be placed on the DA consent and determine whether they will sign off on this application. **MOTION DEFEATED**

*It was discussed that the insurer had confirmed that they would withdraw cover if the lot were to be occupied by a tattoo parlor, the broker also confirmed that the complex may have trouble obtaining suitable cover if the tenancy were allowed within the complex.*

*Concern was voiced by Owners present at the meeting regarding how visitors to the shop would access the premises, noting that the main door was locked and was for the use of residents only.*

*Therefore the Strata Committee determined that they would not sign the DA consent. However, it was noted that the Strata Committee would consider any further information if this was presented to them.*

#### **MOTION 4 – Ceiling Works to Lot 21**

**RESOLVED THAT** the Strata Committee discuss the ongoing issues with the repairs to the ceiling of Unit 21 and determined that the insurance company will be approached in relation to this damage.

The issue is thought to have occurred when the insurance claim for damage caused by a burst pipe in Unit 14. The quotation from Danzo Constructions (at a cost of \$980.00) will not be accepted, the Strata Manager will first approach the insurer to determine whether they will arrange for repairs.

#### **MOTION 5 – FIRE SAFETY COMPLIANCE WORKS**

**RESOLVED THAT** the Strata Committee discussed the ongoing fire safety compliance works and noted that only two units had not provided access at the time of the last inspection. A re-inspection will be arranged as soon as lockdown is lifted and all units will be advised accordingly.

It was discussed that lots which did not provide access for inspections should incur the re-attendance fee's. The Strata Manager will arrange for a 'Recovery of Costs' by law to be added to the AGM agenda.

#### **General Business:**

1. Unit 11 reported that the intercom for their unit was not working. The Strata Manager will follow up with the contractor and provide an update to the owner.
2. Unit 11 reported that the glass door near the post office has been smashed and broken. It was noted that Unit 11 would forward photos through to the Managing Agent who would provide these to the Strata Committee to determine the appropriate course of action.
3. Unit 11 reported that a window in their apartment was not secure and was at risk of falling out. The Strata Manager will arrange repairs.
4. It was noted by the Strata Committee that the mechanical air upgrade had been completed.

**There being no further business the meeting ended at 4.30pm.**

**Strata Schemes Management Act 2015**  
**MINUTES OF AN ANNUAL GENERAL MEETING**  
**THE OWNERS – STRATA PLAN 75794**

**The Annual General Meeting of the Owners - Strata Plan No 75794 was held**  
**Via Zoom on Saturday 20<sup>th</sup> November 2021 at 3.00pm.**

**Owners Present:** D Nelson (Lot 1), A Dent (Lot 3), P Knowles (Lot 7), B Cook (Lot 11), J Scott (Lot 12)

**Present via proxy:** M Williams (Lot 14) proxy to D Nelson (Lot 1), G Spinelli (Lot 21) proxy to S Croot.

**Chairperson:** Claire Clarke of Integrity Strata acted as Chairperson for the purpose of this meeting.

**Chairperson declared a quorum and opened the meeting at 3.05pm.**

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**MOTION 1 - Minutes**

**RESOLVED THAT** the minutes of the previous general meeting as recorded by the Owners Corporation be confirmed as a true and accurate account of the proceedings at that meeting.

**MOTION 2 – Voting Methods**

**RESOLVED THAT** the Owners Corporation adopts the following voting methods at all general meetings (including this Annual General Meeting):

- i. voters may vote in person at the meeting; or
- ii. by proxy vote (limitations apply)
- iii. voters may vote by means of teleconference while participating in the meeting via a remote location
- iv. voters may vote by completing a pre-meeting electronic voting paper and emailing such voting paper to the Secretary/ Strata Manager prior to the commencement of the meeting.

**MOTION 3 – Strata Committee**

**RESOLVED THAT** the number of Strata Committee members be determined at five (5), and the following members were elected; Josie Scott (Lot 12), Darryl Nelson (Lot 1), Paul Knowles (Lot 7), Belinda Cook (Lot 11) and Mark Williams (Lot 14).

**MOTION 4 – Restricted Matters**

**RESOLVED THAT** apart from those restrictions set upon the Strata Committee as stated legislation, that the Owners Corporation set a financial restriction of \$10,000.00 upon the Strata Committee.

*Note: The insurance quotations distributed to the Strata Committee are exempt from this restriction as per Motion 8.*

**MOTION 5 – Key Financial Information**

**RESOLVED THAT** the statement of key financial information for the administrative and capital works fund prepared in accordance with the legislation and circulated with the agenda for the financial year ending 31/10/2021 was adopted by the owners.

#### **MOTION 6 – Appointment of Auditor**

**THAT** the Owners Corporation appoint an auditor. **MOTION DEFEATED.**

#### **MOTION 7 – Capital Works Fund**

- (a) **RESOLVED THAT** the Owners Corporation acknowledges receipt of the Capital Works Fund Plan prepared by a suitably qualified consultant.
- (b) That the Owners Corporation revise and/or replace the Capital Works Fund Plan and that the Strata Managing Agent be authorised to instruct the suitably qualified consultant. **MOTION DEFEATED.**

#### **MOTION 8 – Adoption of Budget**

- (a) **RESOLVED THAT** contributions to the administrative fund are estimated in accordance with Section 79 of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 of the Strata Schemes Management Act 2015 at **\$60, 857.96** p.a;
- (b) **RESOLVED THAT** contributions to the capital works fund are estimated in accordance with Section 79 of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 of the Strata Schemes Management Act 2015 at **\$23,742.35** p.a;
- (c) **RESOLVED THAT** the proportion of the said contributions payable by the owner of each lot shall be in accordance with the proposed levy schedule approved at the meeting;
- (d) **RESOLVED THAT** both contributions be paid in quarterly equal instalments in advance commencing from 1<sup>st</sup> Levy period after the Annual General Meeting.
- (e) **RESOLVED THAT** the Administrative Fund and the Capital Works Fund contributions be continued at quarterly intervals commencing on 01/01/2022 until further determined.

#### **MOTION 9 - Insurances**

- (a) **RESOLVED THAT** the insurances attached to the agenda are authorised and ratified by the Owners Corporation.
- (b) **RESOLVED THAT** three quotations, where practicable, will be arranged before the renewal date and forwarded to the Strata Committee for their consideration. Should insufficient response be received within the requested timeframe to allow the Strata Manager to renew, then the Strata Manager is authorised to renew the policy in line with the brokers recommendations.  
Further that the Strata Committee be authorised to vary insurances.
- (c) **THAT** the Owners Corporation obtain an updated insurance valuation from a valuer and that, following receipt of the valuation, that the insurances of the Owners Corporation be varied at the insurer's suggested values. **MOTION DEFEATED.**
- (d) **RESOLVED THAT** the Owners Corporation would obtain further advice from the Insurance broker regarding the mechanical air fan in the basement and the roller door and whether these would be incorporated under Policy 1 or whether additional cover should be taken out. It was further noted that

the Strata Committee would obtain a quote for an increase in Office Bearers liability cover and determine whether this is appropriate to take out.

- (e) **RESOLVED THAT** the Owners Corporation confirmed that they required further information from the cleaner before determining whether to take out Workers Compensation insurance. The Strata Manager will obtain information and will forward this through to the Strata Committee to consider.

#### **MOTION 10 – Termite/Pest inspection**

**THAT** the Owners Corporation obtain a termite/pest inspection of the common property. **MOTION DEFEATED.**

#### **MOTION 11 – Safety Audit Report**

**THAT** the Owners Corporation determine whether to obtain a Safety Audit Report of the common property area and delegate this to the Strata Manager to obtain. **MOTION DEFEATED.**

#### **MOTION 12 – Utilities Agreement**

**RESOLVED THAT** the Owners Corporation considered the supply agreement for electricity and determined to approach the energy broker to determine whether a better deal could be sought. There are no other utility agreements in place for the complex.

#### **MOTION 13 – By Law Compliance**

**RESOLVED THAT** the Owners Corporation authorises the Managing Agent to follow the below process regarding compliance with by-laws

- i. Allow the managing agent to send a letter regards the by-law breach to the offending lot/s.
- ii. Allow the managing agent to send a second letter regards the by-law breach to the offending lot/s.
- iii. To seek resolution from the Strata Committee that it is satisfied that there has been a breach of the by-law & to allow for the preparation, signing and service of notice to comply.
- iv. To seek resolution from the Strata Committee that it is satisfied that there has been a breach of the notice to comply and that the Strata Committee are authorised commence proceedings in the Tribunal.

#### **MOTION 14 – Debt recovery**

**RESOLVED THAT** The Owners – Strata Plan 75794 hereby RESOLVE pursuant to the Strata Schemes Management Act 2015 (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/expenses, the costs to be borne by the Lot owner in default;
- 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 - Strata Plan No 75794
- 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) 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 Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

### **MOTION 15 – Payment Plans**

**RESOLVED THAT** the Owners – Strata Plan 75794 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 manager 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.

### **MOTION 16 – Annual Fire Safety Statements**

(a) **RESOLVED THAT** the Strata Manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- i. ensure all fire safety measures are maintained in accordance with clause 177 of the Environmental Planning and Assessment Regulation 2000; and,
- ii. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- iii. issue the fire safety statement accordingly.

(b) **RESOLVED THAT** the Owners Corporation authorise the building manager *[if applicable]* and/or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement.

If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act.

*It was noted that the recent inspection had not been able to be completed due to the fire contractor not attending the site at the scheduled time. The Strata Manager will request another two dates from the contractor to attend (at no cost) to the scheme and advise Owners of this accordingly.*

### **MOTION 17 – Gutter Clean**

**THAT** the Owners Corporation determine whether to clean the gutters of debris on an annual or six-monthly basis. **MOTION DEFEATED.**



### **MOTION 18 – Quotation from Solitro Constructions**

**RESOLVED THAT** the Owners Corporation accept the quotation from Solitro Constructions at a cost of \$5880.60 for the works to repair the common property walls which have presented with cracking, to be paid using existing funds within the capital works account.

**FURTHER** that the Strata Committee are empowered to enter into the Building Contract with the builder for the works being undertaken.

*It was noted that Unit 11 had previously asked for the builder to inspect their unit. The Strata Manager will follow up with the Builder to determine whether he had inspected this unit and whether any works are needed. The Strata Manager will revert this information back to the Owner of the Unit and the Strata Committee.*

### **MOTION 19 – Submitted by Committee**

- (a) **RESOLVED THAT** the Owners Corporation discussed the plastic oyster ceiling fitting on the first floor outside units 5,6,7 & 8 (4) and outside units 14 &15 (2) total 6, which are now starting to disintegrate due to UV from the lamps and determined that the Committee will obtain a quote for these to be replaced.
- (b) **RESOLVED THAT** the Owners Corporation discussed the wall sconces around the building which have black paint peeling off and determined that the Committee will obtain a quote for these to be replaced.
- (c) **RESOLVED THAT** the Owners Corporation discussed the front glass door (leading to the units) and its use by the Shops and noted that a sign will be erected which states that the door must not be used by 7.00am.
- (d) **RESOLVED THAT** the Owners Corporation discussed the correspondence with Unit 21 and the request for a DA application to be signed by the Strata Committee to allow a Tattoo Parlour to operate from the lot. It was noted that several owners expressed concerns with the potential occupancy, there was no support among the Owners present for the proposal. The prospective Owner (proxy for Lot 21) informed those present that they were obtaining quote for building insurance and would forward these through shortly. It was noted that the Committee had previously requested some information from the owner of Lot 21 which had not been answered, the Strata Manager will forward this through to the tenant for a response. The Owners Corporation will review the costs of obtaining legal advice on this matter.

### **General Business:**

- 1. It was noted that there was a door which could be opened from the street. A committee member advised that this was last replaced by Active Fire Services. The Strata Manager will review this and engage someone to rectify this.
- 2. It was noted that the maintenance works for the building painting would be performed early next year, the Strata Manager will request that the contractor provide a months notice of their intended commencement date so that the Committee can review what items need attending to.
- 3. It was noted that the Committee would like to introduce a 'Recovery of Costs' by law. The Strata Manager will forward a draft by law through to the Committee for consideration, the Manager will then forward out to all Owners to vote on if the Committee confirm they would like to proceed.

**There being no further business the meeting ended at 4.50pm.**

**MINUTES OF STRATA COMMITTEE MEETING  
Schedule 2  
THE OWNERS – STRATA PLAN 75794**

The Strata Committee Meeting of the Owners - Strata Plan 75794  
was held immediately after the AGM

**Committee Present:** Josie Scott (Lot 12), Darryl Nelson (Lot 1), Paul Knowles (Lot 7), Belinda Cook (Lot 11)

**Chairperson:** Claire Clarke of Integrity Strata acted as Chairperson for the purpose of this meeting.

**Chairperson declared a quorum and opened the meeting at 4.50pm**

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**MOTION 1**

**RESOLVED THAT** the minutes of the last strata committee meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

**MOTION 2**

- (a) **RESOLVED THAT** the strata committee did not receive any nominations for Chairperson/Secretary and Treasurer and therefore no members of the Committee would hold office bearers positions.
- (b) **RESOLVED THAT** the Strata Manager would liaise with all member of the Strata Committee regarding any issues which may arise.

**There being no further business the meeting ended at 4.55pm**

**Strata Schemes Management Act 2015**  
**MINUTES OF AN ANNUAL GENERAL MEETING**  
**THE OWNERS – STRATA PLAN 75794**

**The Annual General Meeting of the Owners - Strata Plan No 75794 was held at Unit 1, 28 Addison Street, Shellharbour NSW 2529 on Saturday 26<sup>th</sup> November 2022 at 2.30pm**

**Owners Present:** D Nelson (Lot 1), A Dent (Lot 3), P Knowles (Lot 7), A Bernays (Lot 8), G Toth (Lot 11), M Williams (Lot 14)

**Chairperson:** Claire Clarke of Integrity Strata acted as Chairperson for the purpose of this meeting.

**Chairperson declared a quorum and opened the meeting at 2.30pm**

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**MOTION 1 - Minutes**

**RESOLVED THAT** the minutes of the previous general meeting as recorded by the Owners Corporation be confirmed as a true and accurate account of the proceedings at that meeting.

**MOTION 2 – Voting Methods**

**RESOLVED THAT** the Owners Corporation adopts the following voting methods at all general meetings (including this Annual General Meeting):

- i. voters may vote in person at the meeting; or
- ii. by proxy vote (limitations apply)
- iii. voters may vote by means of teleconference while participating in the meeting via a remote location
- iv. voters may vote by completing a pre-meeting electronic voting paper and emailing such voting paper to the Secretary/ Strata Manager prior to the commencement of the meeting.

**MOTION 3 – Strata Committee**

**RESOLVED THAT** the number of Strata Committee members be determined at seven (7), and the following members were elected; Andrew Dent (Lot 3), Paula Rohloff (Lot 6), Darryl Nelson (Lot 1), Mark Williams (Lot 14), Geoff Toth (Lot 11), Aaron Bernays (Lot 8), Paul Knowles (Lot 7).

**MOTION 4 – Restricted Matters**

**RESOLVED THAT** apart from those restrictions set upon the Strata Committee as stated legislation, that the Owners Corporation set a financial restriction of \$10,000.00 upon the Strata Committee.

*Note: The insurance quotations distributed to the Strata Committee are exempt from this restriction as per Motion 8.*

**MOTION 5 – Key Financial Information**

**RESOLVED THAT** the statement of key financial information for the administrative and capital works fund prepared in accordance with the legislation and circulated with the agenda for the financial year ending 31/10/2022 was adopted by the owners.

**MOTION 6 – Appointment of Auditor**

**THAT** the Owners Corporation appoint an auditor.

***MOTION DEFEATED.***

**MOTION 7 – Gutter Clean**

**THAT** the Owners Corporation clean the gutters of debris on an annual or six-monthly basis.

***MOTION DEFEATED.***

**MOTION 8 – Termite/Pest inspection**

**THAT** the Owners Corporation obtain a termite/pest inspection of the common property.

***MOTION DEFEATED.***

**MOTION 9 – Safety Audit Report**

**THAT** the Owners Corporation obtain a Safety Audit Report of the common property area and delegate this to the Strata Manager to obtain.

***MOTION DEFEATED.***

**MOTION 10 – Capital Works Fund**

- (a) **RESOLVED THAT** the Owners Corporation acknowledges receipt of the Capital Works Fund Plan prepared by a suitably qualified consultant.
- (b) **THAT** the Owners Corporation revise and/or replace the Capital Works Fund Plan and that the Strata Managing Agent be authorised to instruct the suitably qualified consultant. ***MOTION DEFEATED.***

**MOTION 11 – Adoption of Budget**

- (a) **RESOLVED THAT** contributions to the administrative fund are estimated in accordance with Section 79 of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 of the Strata Schemes Management Act 2015 at **\$65,493.00** p.a;
- (b) **RESOLVED THAT** contributions to the capital works fund are estimated in accordance with Section 79 of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 of the Strata Schemes Management Act 2015 at **\$25,515.00** p.a;
- (c) **RESOLVED THAT** the proportion of the said contributions payable by the owner of each lot shall be in accordance with the proposed levy schedule approved at the meeting;
- (d) **RESOLVED THAT** both contributions be paid in quarterly equal instalments in advance commencing from 1<sup>st</sup> Levy period after the Annual General Meeting.
- (e) **RESOLVED THAT** the Administrative Fund and the Capital Works Fund contributions be continued at quarterly intervals commencing on 01/01/2023 until further determined.

#### **MOTION 12 – DA Consent for Lot 21**

- (A) **RESOLVED THAT** the Owners Corporation reviewed the correspondence from council regarding the DA consent, now withdrawn by Lot 21 for the tattoo parlour to reside within the complex.
- (B) **RESOLVED THAT** the Owners Corporation reviewed the new DA consent request submitted by the owner of Lot 21 for a massage parlour to reside within the complex, the meeting noted that this has subsequently been withdrawn.

*It was noted that the Committee would investigate the Owners Corporation's rights regarding tenancies within the complex, the Strata Manager will forward out information previously sent to the Committee again for their reference.*

#### **MOTION 13 – Rising electricity costs**

**RESOLVED THAT** the Owners Corporation reviewed the current electricity charges and authorised the Committee to investigate options to minimize power consumption within the complex.

#### **MOTION 14 - Insurances**

- (a) **RESOLVED THAT** the insurances attached to the agenda are authorised and ratified by the Owners Corporation.
- (b) **RESOLVED THAT** three quotations, where practicable, will be arranged before the renewal date and forwarded to the Strata Committee for their consideration. Should insufficient response be received within the requested timeframe to allow the Strata Manager to renew, then the Strata Manager is authorised to renew the policy in line with the brokers recommendations.
- Further that the Strata Committee be authorised to vary insurances.
- (c) **RESOLVED THAT** the Owners Corporation obtain an updated insurance valuation from a valuer prior to renewal and that, following receipt of the valuation, that the insurances of the Owners Corporation be varied at the insurer's suggested values
- (d) **RESOLVED THAT** the Owners Corporation reviewed the current policies and determined that no further policies would be taken out at this time.
- (e) **RESOLVED THAT** the Owners Corporation confirm that it does employ workers with annual wages exceeding \$7,500.00 and therefore will require workers compensation insurance for the coming year.

*It was noted that the Strata Manager will approach the cleaner to determine the scope of works generally carried out, following this quotes will be obtained for services and the Committee will review these and determine if appropriate to change contractors.*

#### **MOTION 15 – Utilities Agreement**

**RESOLVED THAT** the Owners Corporation considered the supply agreements that they have in place for utilities and determined that no action was required for the moment.

#### **MOTION 16 – By Law Compliance**

**RESOLVED THAT** the Owners Corporation authorises the Managing Agent to follow the below process regarding compliance with by-laws

- i. Allow the managing agent to send a letter regards the by-law breach to the offending lot/s.
- ii. Allow the managing agent to send a second letter regards the by-law breach to the offending lot/s.

- iii. To seek resolution from the Strata Committee that it is satisfied that there has been a breach of the by-law & to allow for the preparation, signing and service of notice to comply.
- iv. To seek resolution from the Strata Committee that it is satisfied that there has been a breach of the notice to comply and that the Strata Committee are authorised commence proceedings in the Tribunal.

#### **MOTION 17 – Debt recovery**

**RESOLVED THAT** The Owners – Strata Plan 75794, pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions 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/expenses, the costs to be borne by the Lot owner in default;
- 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- Strata Plan No 75794
- 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) 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 Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

#### **MOTION 18 – Payment Plans**

**RESOLVED THAT** The Owners – Strata Plan 75794 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 manager 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.

#### **MOTION 19 – Annual Fire Safety Statements**

- (a) **RESOLVED THAT** the Strata Manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- i. ensure all fire safety measures are maintained in accordance with clause 177 of the Environmental Planning and Assessment Regulation 2000; and,
- ii. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- iii. issue the fire safety statement accordingly.

(b) **RESOLVED THAT** the Owners Corporation authorise the building manager *[if applicable]* and/or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement.

If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act.

#### **MOTION 20 - Appointment of Strata Managing Agent**

(a) **RESOLVED THAT** the Owners Corporation engages Strata Management Specialists Pty Ltd trading as Integrity Strata for a term of one year commencing on 26/11/2022 and an option period of 3 months as per the enclosed Managing Agency Agreement and as per the fee prescribed within the agreement.

(b) **RESOLVED THAT** the Owners Corporation engages Strata Management Specialists Pty Ltd trading as Integrity Strata to provide administrative and management services to the Owners Corporation and be authorised to exercise some or all of the functions contained in the Strata Management Agreement included with this notice.

(c) **RESOLVED THAT** the Owners Corporation engages Strata Management Specialists Pty Ltd trading as Integrity Strata and that the manager be authorised and instructed to affix the seal to the agreement witnessed by two (2) committee members, one of whom must be the Secretary or an authorised representative of Owners Corporation. If only one person is present at the meeting then that person, and the Strata Managing Agent (under delegated authority) is authorised to sign the agreement under seal on behalf of the Owners Corporation.

#### **General Business:**

1. It was noted that Lot 8 had changed the floor coverings within the lot. This was noted as a contravention of by laws 13 and 14. It was agreed that the Owner of the lot would forward an application to the Committee for the changes to the flooring, information regarding the acoustic underlay will be included in this application. Concern was raised over the transmission of noise from the adjacent lot – this noise transmission will be monitored over a 3 month period and reviewed after this time.
2. The Strata Manager will forward information to the Committee regarding short term letting and the possibility of creating a by law restricting this.
3. The Strata Manager tabled a building report obtained from Safe House Building Reports. The report was discussed as follows;
  - a. The report notes possible failings in the waterproofing of the balconies of Units 5 and 6. It was noted that prior major works had been undertaken on these balconies and that these works will likely be covered under warranty still. The Strata Manger will arrange for a waterproofing test to be undertaken and will discuss further with the Committee.

- b. The report noted failings in the waterproofing of Unit 14 (affecting Unit 21). The Strata Manger will arrange for a waterproofing test to be undertaken and will discuss further with the Committee.
  - c. The report notes works are required to the stink pipe on the roof of Unit 18. The Strata Manager will arrange for these repairs to be carried out.
  - d. The report notes corrosion in the support posts for the balconies/within the property. It was noted that the painting maintenance works within the complex would assist in treating the posts.
  - e. The Building report will be forwarded out to all owners for review, the Committee will continue to discuss rectification of the items contained within.
4. It was noted that their was broken door handles on some of the external doors, the Strata Manager will arrange for a locksmith to attend and repair this.

**There being no further business the meeting ended at 4.30pm.**



**MINUTES OF STRATA COMMITTEE MEETING**  
**Schedule 2**  
**THE OWNERS – STRATA PLAN 75794**

The Strata Committee Meeting of the Owners - Strata Plan 75794  
was held immediately after the AGM

**Committee Present:** Andrew Dent (Lot 3), Darryl Nelson (Lot 1), Mark Williams (Lot 14), Geoff Toth (Lot 11), Aaron Bernays (Lot 8), Paul Knowles (Lot 7).

**Chairperson:** Claire Clarke of Integrity Strata acted as Chairperson for the purpose of this meeting.

**Chairperson declared a quorum and opened the meeting at 4.30pm.**

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**MOTION 1**

**RESOLVED THAT** the minutes of the last strata committee meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

**MOTION 2**

- (a) **RESOLVED THAT** the strata committee elected the following office bearers:  
Chairperson; Geoff Toth  
Treasurer; Aaron Bernays  
Secretary; Andrew Dent
- (b) **RESOLVED THAT** the Strata Manager would liaise with all Committee members regarding any arising matters.

**MOTION 3**

**RESOLVED THAT** Darryl Nelson would clear the Owners Corporation letterbox.

**MOTION 4**

- (a) **RESOLVED THAT** the Committee delegate to the Strata Manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading “strata hub”.
- (b) **THAT** the Committee members determine whether a central contact system will be established (ie: a generic email address to be used by the Committee – [spXXXX@gmail.com](mailto:spXXXX@gmail.com)). **MOTION DEFEATED.**
- (c) **RESOLVED THAT** the office bearers authorise the Managing Agent to place their contact details on the hub for the reference of all Owners.
- (d) **RESOLVED THAT** Integrity Strata would be listed on the strata hub as the emergency contact for the scheme.

**There being no further business the meeting ended at 4.40pm.**

**Strata Schemes Management Act 2015**  
**MINUTES OF A STRATA COMMITTEE MEETING**  
**THE OWNERS – STRATA PLAN 75794**

The Strata Committee Meeting of the Owners - Strata Plan No 75794 was held  
via Zoom on Monday 3<sup>rd</sup> April 2023 at 4.00pm.

**Strata Committee Present:** Darryl Nelson [Lot 1]; Andrew Dent [Lot 3]; Paula Rohloff [Lot 6]; Paul Knowles [Lot 7]; Aaron Bernays [Lot 8]; Geoffrey Troth [Lot 11]; Mark Williams [Lot 14];

**Chairperson:** Claire Clarke – Integrity Strata acted as Chairperson for this meeting.

**Attendance:** Ana Roz – Integrity Strata

**Chairperson declared a quorum and opened the meeting at 4:00pm**

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**MOTION 1 - Minutes**

**RESOLVED THAT** the minutes of the previous Strata Committee meeting [held 26<sup>th</sup> November 2022] as recorded by the Strata Committee be confirmed as a true and accurate account of the proceedings at that meeting.

**MOTION 2 – Quotes from Design Practitioners**

- a) **RESOLVED THAT** the Strata Committee accept the quote from B&D Solutions as per their proposal dated 6<sup>th</sup> February 2023.
- b) **THAT** the Strata Committee accept the quote from Aegis as per their proposal dated 31<sup>st</sup> January 2023. *Motion defeated.*

**MOTION 3 – Reports of Water Leakage**

**RESOLVED THAT** the Strata Manager will request that B&D Solutions review the issue with the recently reported significant water leakage along the passageway in front of Units 5, 6 and 7. It was noted that this was previously mentioned in the Safe House Report obtained in 2022.

**MOTION 4 – Review of claim lodgment re damage to car park pipe**

**RESOLVED THAT** the Strata Manager has lodged a claim to recover the costs of the damage caused to the pipe in the car park. It was noted that a standard letter should be drawn up and provided to the Committee to place on cars who are over the height restriction advising that they need to remove the car from the premises. It was furthermore noted that a quote is being obtained to install a height bar at the top of the ramp to prevent cars which are over height from entering the car park.

**MOTION 5 – Noise Concerns re Lot 20**

**RESOLVED THAT** the Strata Manager will write back to the owner of Lot 20 outlining the Committee's thoughts on the excessive noise. It was also noted that the Strata Manager will also write to Council to determine if they are able to assist with the issue.

**MOTION 6 – Cleaning quotes**

**RESOLVED THAT** the Strata Committee discussed the recently obtained cleaning quotes and noted that they would retain the services of the current cleaner.

**MOTION 7 – Fire Safety**

**RESOLVED THAT** the Strata Manager will query Pro Fire regarding the LED requirements to finalize the AFSS and request further information on the relevant Australian standards.

**There being no further business the meeting ended at 5.05pm.**

**Strata Schemes Management Act 2015**  
**MINUTES OF A EXTRAORDINARY GENERAL MEETING**  
**THE OWNERS – STRATA PLAN 75794**

The Extraordinary General Meeting of the Owners - Strata Plan No 75794  
was held via Zoom on Monday 26<sup>th</sup> June 2023 at 3.30pm.

**Owners Present:** D Nelson (Lot 1), A Dent (Lot 3), John & Paula Rohloff (Lot 6), P Knowles (Lot 7), A Bernays (Lot 8), Peter Heddles (Lot 10), G Troth (Lot 11), Gino Spinelli (Lot 21)

**Chairperson:** Claire Clarke of Integrity Strata acted as Chairperson for the purpose of this meeting.

**Chairperson declared a quorum and opened the meeting at 3.30pm.**

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**MOTION 1 - Minutes**

**RESOLVED THAT** the minutes of the previous General Meeting meeting as recorded by the Owners Corporation be confirmed as a true and accurate account of the proceedings at that meeting.

**MOTION 2 – Acceptance of quote**

**RESOLVED THAT** the Owners Corporation accept the quote from Shellharbour Security Systems for the installation of a CCTV system to 28 Addison Street, Shellharbour as per the proposal dated 19<sup>th</sup> April 2023 at a cost of \$3,911.96 excluding gst.

**MOTION 3 – By Law [Security Cameras]**

**SPECIALLY RESOLVED THAT** the Owners Corporation, in accordance with section 108 of the Strata Schemes Management Act 2015, approves the below by law for the benefit of all lot owners for the effective management of the building Security System.

**RESOLVED FURTHER** that the Strata Manager is authorised to register this by law with NSW Land Registry Service and affix the common seal to the documentation.

**Security Cameras By Law – Management of Security System**

*The Owners Corporations has resolved to add a Security System to the common property. The Security System will include security cameras and Security Recordings, which shall be secured as detailed below.*

1. *This By-Law is made for the purposes of managing, regulating, and controlling the use and maintenance of the Security System on the common property. This shall include the appropriate management of the Security Recordings of activities on the common property.*
2. *For the purposes of this By-Law, the following definitions apply:*
  - a) *"Security System" means all cabling, alarm system software, closed circuit television system (CCTV monitor and cameras), sirens and mechanisms (including all ancillary equipment) installed in the common property to provide security for all lot owners.*
  - b) *"Security Recordings" means either analogue or digital images or recordings of activities in the common property areas.*
  - c) *The recorder will be located in the switch room and the Committee will have authorization to access this footage if/as required.*

### 3. **Powers & Duties of the Owners Corporation**

The Owners Corporation shall have the power to install and maintain the Security System and any additional security devices in the common property and install such signage as is appropriate to warn owners, occupiers, and invitees that the common property is being monitored. The Owners Corporation shall also have the following additional powers, authorities, duties, and functions:

- a) the power to enter into arrangements with third parties from time to time for the operation of the Security System and the installation, repair, reconfiguration or replacement of the Security System, or any part of it;
- b) the duty to keep any Security System installed pursuant to this by-law in a good and serviceable repair;
- c) the duty to ensure that all Security Recordings are secured within the switch room, or held by a third-party security company offsite;
- d) the duty to ensure no owner or occupier can hold or access Security Recordings without the written consent of the Owners Corporation, the Strata Committee being empowered to provide such consent. The exception being that either the Strata Manager or a police officer may access the Security Recordings without prior Strata Committee approval.
- e) Security Recordings are only to be accessed or used for the purposes of determining a breach of the security or cause of damage to the common property areas within the building. Access to Security Recordings must not be provided for the personal use of any owner or occupier unless authorised by the Strata Committee.

#### **MOTION 4 – Special Levy**

**RESOLVED THAT** the Owner’s Corporation SP75794 determines to raise a special levy to the administrative fund in accordance with Section 81 (4) of the Strata Schemes Management Act 2015 (NSW) of \$4,000 due and payable in one installment due on the 15<sup>th</sup> July 2023. Further that this levy will be struck to the capital works account, in accordance with units of entitlement.

#### **MOTION 5 – Renovations to Lot 11**

(A) **RESOLVED THAT** the Owners Corporation SP75794 acknowledge the renovation request submitted by Lot 11.

(B) **RESOLVED THAT** the Owners Corporation SP75794, in accordance with Section 108 of the Strata Schemes Management Act 2015 NSW approve for the Owner of Lot 11 to undertake the following works;

*Summary of Work: Replace vanity, showerscreen, toilet, bath, taps/showerhead & cornice. Replace floor & wall tiles. Replace wet sealed villa board and waterproof to AS 3740. Rubbish removed from site.*

*Details of tiles: Floor tiles 30 x 30, Wall tiles 60 x 30*

*Details of the waterproof membrane: Waterproof membrane to AS 3740 (certificate will be provided on completion)*

(C) **SPECIALLY RESOLVED THAT** the Owners Corporation, in accordance with section 108 of the Strata Schemes Management Act 2015, approves the below by law for the benefit of Lot 11. **FURTHER** that the Strata Manager is authorised to register this by law with NSW Land Registry Service and affix the common seal to the documentation.

**Special By Law 3 – Lot 11 Bathroom renovation****A DEFINITIONS**

"Owner" means the Owners of Lot: 11 In Strata Plan 75794.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owners Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively-or in anticipation of the Building Works) and as close to that condition as possible accounting for fair wear and tear.

"Schedule of Works" means the Owners list of all of the Building Works already completed or proposed to be performed, approved by the Owners Corporation and enclosed herewith and marked 'Renovations request'.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

**B RIGHTS**

Subject to the conditions in paragraph C of this by-law, the Owner will have;

(a) special privilege In respect of the common property to perform, erect and keep the Building Works to and on the common property; and

(b) In relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

**C CONDITIONS****1 MAINTENANCE**

(a) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.

(b) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

**2 DOCUMENTATION**

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Owners Corporation for approval;

(a) plans and drawings;

(b) specifications;

(c) structural diagrams;

(d) a Schedule of Works; and

(e) any other document reasonably required by the Owners Corporation.

**3. APPROVALS**

- (a) The Building Works must be compliant with Australian Standards.*
- (b) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;*
  - (I) the relevant consent authority under the Environmental Planning and Assessment Act; and*
  - (II) any other relevant statutory authority whose requirements apply to the Building Works.*

#### 4. INSURANCE

*Before commencing the Building Works the Owner must affect or cause to be affected the following insurances in respect of their lot in the joint names of the Owner and Owners Corporation as required;*

- (a) contractors all works insurance;*
- (b) Insurance required under the Home Building Act 1989 (if required);*
- (c) workers compensation insurance; and*
- (d) public liability insurance in the amount of \$10,000,000.00.*

#### 5 PERFORMANCE OF WORKS

*In performing the Building Works, the Owner must;*

- (a) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;*
- (b) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;*
- (c) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works; {D) only perform the Building Works at the times approved by the Owners Corporation;*
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;*
- (f) remove all debris resulting from the Building Works Immediately from the building; and*
- (g) comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Building Works.*

#### 6 LIABILITY

*The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.*

#### 7 INDEMNITY

*The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective*

*Building Works on the common property including liability under section 122 In respect of any property of the Owners.*

8 **COST OF WORKS**

*The Building Works must be undertaken at the cost of the Owner.*

9 **OWNERS' FIXTURES**

*The Building Works shall remain the Owner's fixtures.*

10 **RIGHT TO REMEDY DEFAULT**

*If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may,*

- (a) carry out all work necessary to perform that obligation;*
- (b) enter upon any part of the parcel to carry out that work; and*
- (c) recover the costs of carrying out that work from the Owner.*

**MOTION 6 – Renovations to Lot 11 [Air Conditioning] – Annexure D**

(A) **RESOLVED THAT** the Owners Corporation SP75794 acknowledge the renovation request submitted by Lot 11.

(B) **RESOLVED THAT** the Owners Corporation SP75794, in accordance with special by law 1 approve for the Owner of Lot 11 to undertake the following works;

*Summary of Work: Installation of reverse cycle air conditioning to the bottom floor of Unit 11.*

**General Business:**

1. It was discussed that the Strata Manager will write to the Post office regarding the trolleys wheels which are rubber and request that all of the wheels of all trolleys are replaced with pneumatic wheels.
2. It was discussed that the Strata Manager will write to the commercial lots and advise that no parking spots in the basement are allocated for the commercial lots.
3. It was noted that the Strata Manager will organise for the barrel on the side door to the underground garage to be replaced to match Owners existing keys.
4. It was noted that Lot 14 submitted their request to change the floor coverings within the lot. It was agreed that the Strata Manager will request from the lot owner quotes or specifications for the change of the floor covering supported by the acoustic rate and material that will be used underneath the floor. The information will be forwarded to the Committee for their consideration.
5. It was noted that Lot 9 submitted their request to install a security screen door to the unit entrance. It was pointed that the request was approved but the door colour should be black or primrose.
6. The Owners Corporation accepted the quote #1829 supplied Profire Australia Pty Ltd to Supply and Install LED Indicator Lights at a cost \$452.46.



7. The Owners Corporation accepted the quote #2975 supplied Profire Australia Pty Ltd to Supply and Install new surface mount emergency exit sign at a cost \$429.02.
8. The Strata Manager will review the claim made for the mesh which was damaged during a break-in. The Strata Manager will update the Committee regarding this claim.

**There being no further business the meeting ended at 4.15pm.**

**Strata Schemes Management Act 2015**  
**MINUTES OF A EXTRAORDINARY GENERAL MEETING**  
**THE OWNERS – STRATA PLAN 75794**

**The Extraordinary General Meeting of the Owners - Strata Plan No 75794**  
**was held via Pre-meeting Voting Paper on Friday 27<sup>th</sup> October 2023 at 11.00am.**

**Owners Present:** D Nelson (Lot 1), N Hay (Lot 2), A Dent (Lot 3), John & Paula Rohloff (Lot 6), P Knowles (Lot 7), A Bernays (Lot 8), M Bolus (Lot 9), G Troth (Lot 11), C Meaney and M Morgan (Lot 14)

**Chairperson:** Claire Clarke of Integrity Strata acted as Chairperson for the purpose of this meeting.

**Chairperson declared a quorum and opened the meeting at 11.00am.**

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**MOTION 1 - Minutes**

**RESOLVED THAT** the Minutes of the previous General Meeting be confirmed as a true record.

**MOTION 2 – Termination of Services of Managing Agent**

- (a) **RESOLVED THAT** the appointment of Integrity Strata Pty Ltd as the strata managing agent for Strata Scheme 75794 be terminated in accordance with Section 50(3) of the Strata Schemes Management Act 2015 and that the secretary is authorised to give notice of the termination in accordance with the terms of the original appointment.
- (b) **RESOLVED THAT** the delegation of functions of the Owners Corporation, its Strata Committee, Chairperson, Secretary and Treasurer to Integrity Strata Pty Ltd be revoked in accordance with Section 52(5) of the Strata Schemes Management Act 2015, effective on the earliest date permissible by the current, fixed term contract or on an earlier date agreed by mutual consent.

**MOTION 3 – Appointment of Managing Agent**

**RESOLVED THAT** in accordance with Section 49 of the Strata Schemes Management Act, 2015 (“Act”);

(a) Jamesons Strata Management (“Agent”) be appointed as strata managing agent of Strata Scheme No. 75794.

(b) The Owners Corporation delegate to the agent all of the functions (other than those listed in Section 52(2) of the Act) of the Chairperson, Secretary and Treasurer and as per annexure within the Strata Management Agency Agreement;

(c) The Owners Corporation execute the written agreement (“Agreement”), a copy of which has been provided to the Strata Committee, to give effect to this appointment and delegation;

(d) The delegation is to be subject to the conditions and limitations set out in the Agreement; and

(e) Authority is given for the common seal pursuant to section 273 of the Strata Schemes Management Act 2015 to be affixed to the Agreement and for two Strata Committee members to sign the Agreement on behalf of the Owners Corporation.

**MOTION 4 – Change of Address for Service of notice**

(a) **RESOLVED THAT** pursuant to section 265 of the Strata Schemes Management Act 2015, the Owners Corporation change its address for the services of notices to;

*c-/ Jamesons Strata Management Level 1, 55 Kembla Street, Wollongong NSW 2500*

(b) **RESOLVED THAT** the Owners Corporation authorises the Managing Agent to progress any necessary paperwork required to progress part "i)" of this motion, including the affixing of the common seal if/when required.

**MOTION 5 – Strata Hub Authority**

**RESOLVED THAT** the Owners - Strata Plan 75794, by ordinary resolution delegate to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub".

**There being no further business the meeting ended at 11.30am.**



## MINUTES OF A STRATA COMMITTEE MEETING FOR: THE OWNERS - STRATA PLAN 75794 HELD BY VIDEO/TELECONFERENCE

**ADDRESS OF THE STRATA SCHEME:** 28 Addison Street, SHELLHARBOUR NSW 2529

**DATE, PLACE & TIME OF MEETING:** A meeting of the Strata Committee of the Owners - Strata Plan 75794 was held on Friday, 15 December 2023 via video/teleconference, commencing at 4:00 PM.

### PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Darryl Nelson
3	3	Yes	Andrew Dent
6	6	Yes	Paula Rohloff
7	7	Yes	Paul Knowles
8	8	Yes	Aaron Bernays
11	11	Yes	Geoff Toth

**IN ATTENDANCE:** John Martin on behalf of Jamesons Strata Management, Michaela Morgan (lot 14).

**CHAIRPERSON:** John Martin acted as Chairperson of the meeting.

### MOTIONS:

#### 1 Appointment of Acting Members

**THE MOTION,** "To receive and consent to the appointment of acting members pursuant to Section 34 of the Strata Schemes Management Act, 2015," **LAPSES.**

#### 2 Minutes of Previous Committee Meeting

**THE MOTION,** "To confirm the Minutes of the previous Strata Committee Meeting as a true record of that meeting," **WAS DEFERRED.**

**Note:** Integrity Strata have not provided previous meeting minutes at the time of writing.

#### 3 Business Arising from Minutes of Previous Committee Meeting

**THE MOTION,** "To consider any business arising from the Minutes of the previous Strata Committee Meeting and as determined by the Committee," **WAS DEFERRED.**

#### 4 Financial Statement

**RESOLVED** to receive and adopt the interim Financial Statement as tabled at this Meeting.

#### 5 Property & Administrative Matters

That any property and administrative matters presented be considered and accordingly dealt with by the Meeting.

##### 5.1 Update on the water ingress testing/report by BD Solutions

The Strata Committee reviewed the BD Solutions report though have questions needing clarity from the engineer who wrote the report. The Managing Agent will seek this clarity from the engineer and invited all members of the Strata Committee to send over their questions post-meeting. The Strata Committee are awaiting a second report from BD Solutions. This report is based on the work/investigation by Danzo Constructions.

##### 5.2 Unit 14 repairs/replacement - windows x2, sliding door and balcony post x2.

The Strata Committee agreed that the unit 14 repairs should be done in accordance with the recommendations of the BD Solutions report. The scope of works should be detailed by BD Solutions for contractors to quote so the Strata Committee receive "apples for apples" quotes to consider. The unit 14 owner(s) will also provide a written response to the Managing Agent around their preferences relating to the works.

##### 5.3 Height bar

The Strata Committee RESOLVED not to proceed with a quote for the height bar installation. Refer to item 5.4.

#### **5.4 Driveway clearance sign**

The Strata Committee RESOLVED to instruct the Managing Agent to organise a quote for driveway clearance signage.

#### **5.5 Mesh repair between cages 10/11 as a result of break-in**

The Strata Committee RESOLVED to have a work order issued for the works.

#### **5.6 Fire Certification update (last item booked for repair on 15/12/2023).**

The Strata Committee noted that the last repair item was booked in, and instructed the Managing Agent to move the 11 January 2024 annual inspection to later in January or early February in order to achieve a higher percentage of units inspected.

#### **5.7 Maintenance to 3 palms along western wall - dead branches.**

The Strata Committee RESOLVED to obtain two quotes for the pruning of the three palm trees.

#### **5.8 Financial impact of changeover of Strat Management - exit fees?**

The Managing Agent is seeking clarity on any fees charged by Integrity Strata for the owners corporation's exit from their management.

#### **5.9 Noise complaint - post office trolley**

The Strata Committee RESOLVED to instruct the managing agent to send a by-law breach letter to the Australian Post office where it is alleged that the delivery trolley usage, during the hours of 7:30 a.m. to 6:00 p.m. is disturbing the peaceful enjoyment of the residents on most days of the week.

#### **5.10 CCTV By-Law - registered?**

The Managing Agent confirmed that the by-law was registered.

### **6 Strata Hub**

**RESOLVED** that the Strata Committee;

- i. Delegate to the strata managing agent the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub". Information includes; contact details of the chairperson and secretary which will be available to; all those recorded on the strata roll, local council and the NSW Fire Brigade; and
- ii. That the chairperson of the strata committee be recorded as the "emergency contact" within "Strata Hub" / That the building manager be recorded as the "emergency contact" within "Strata Hub"
- iii. Note that performance of this function is an additional service under the Agency Agreement.

### **7 Authority for Expenditure**

**THE MOTION**, "That the Strata Committee;

- i. Authorises the managing agent to address emergency repairs; and
- ii. Authorises the managing agent to progress repairs, required for annual certification of safety measures, up to a cost limit of \$10,000; and
- iii. Authorises the managing agent to progress non-emergency repairs up to a cost limit of \$2,000," **WAS DEFEATED**.

### **8 Next Meeting**

**RESOLVED** that the date, time and place of the next Strata Committee Meeting will be determined in the New Year.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 5:30 PM.

CHAIRPERSON

Date of these minutes: 08 January 2024

*Liability limited by a scheme approved under Professional Standards Legislation.*



## MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 75794

**ADDRESS OF THE STRATA SCHEME:** 28 Addison Street, SHELLHARBOUR NSW 2529

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 75794 was held at Marine Rescue Shellharbour base, Towns Street Shellharbour on Thursday, 29 February 2024 at 4:00 PM.

### PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Nelson, D & L
6	6	Yes	Rohloff, J G & P J
7	7	Yes	Knowles, P A & M H M
8	8	Yes	Bernays, A
11	11	Yes	Troth, G I & S L
14	14	Yes	Meaney, C J L & Morgan, M L
20	Shop2	Yes	Alyshal Pty Ltd atf The Bethany Trust
21	Shop3	Yes	Bratjanscak, D

**IN ATTENDANCE:** Alec Gulabovski on behalf of Jamesons Strata Management.

**CHAIRPERSON:** Alec Gulabovski acted as Chairperson of the meeting.

**QUORUM:** The Chairperson declared that there was a quorum present and opened the meeting at 4:12 PM.

### MOTIONS:

#### 1 Minutes of Previous General Meeting

**RESOLVED** that the Minutes of the previous General Meeting held 27/10/2023 be confirmed as a true and accurate account of the proceedings of that Meeting.

#### 2 Annual Statement of Accounts

**RESOLVED** that the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 31/10/23 be received and adopted.

#### 3 Proposed Annual Budget (Estimated Receipts & Payments)

**AMENDED** that the proposed annual estimates of expenditure for the year ending 31/10/24 be received and adopted and that contributions be determined as follows: -

(a) That contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$67,493.00; and

(b) **AMENDED** that contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$35,460.00; and

(c) That both contributions be paid in regular quarterly instalments, due and payable as follows:

01/01/24 (issued), 01/04/24, 01/07/24, 01/10/24.

and continue to be determined and paid in subsequent quarters per amounts listed under a) and b) of this motion until otherwise determined by the Owners Corporation.

- 4 **Audit of Accounts**  
**THE MOTION**, "That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year by an appropriately qualified person," **WAS DEFEATED**.
- 5 **Capital Works Fund Plan**  
**AMENDED** to review the current Capital Works Fund 10 year plan and do not engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building.
- 6 **Levy Recovery**  
**RESOLVED** that the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b)), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -
- a) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;
  - b) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;
  - c) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 75794 to issue a letter of demand and/or to commence, pursue, continue to 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) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy 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 Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- And further that;
- g) Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.
- 7 **Insurances**  
**(a) General Insurances**  
**RESOLVED** that the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.
- (b) Insurance Quotations**  
**RESOLVED** that the Owners Corporation authorise and delegate to the Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.
- (c) Office Bearers Liability Insurance**  
**RESOLVED** that the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.
- (d) Fidelity Guarantee Insurance**  
**RESOLVED** that the Owners Corporation effects/renews Fidelity Guarantee Insurance to cover for losses arising from misappropriation of money or other property of the owners corporation.
- (e) Valuation**  
**THE MOTION**, "That the Strata Managing Agent be authorised to arrange a valuation of the building for insurance purposes," **WAS DEFEATED**.
- N.B. The average cost of a valuation is between \$500.00 and \$750.00.

**8 Commissions and Training Services**

**RESOLVED** that the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

(a) Commission was received totalling **\$0 (nil)** in the past 12 months, and it is estimated an amount of **\$0 (nil)** is likely to be received in the next 12 months.

**NOTE: Jamesons rebates all insurance commission directly back to the strata scheme. This rebated amount lowers the insurance policy premium payable by the Owners Corporation.**

(b) Regular, no cost, training services were received in the past 12 months from Bannermans Lawyers, Strata Specialist Lawyers, and Chambers Russell Lawyers. It is anticipated that on-going training services will continue to be provided in the coming 12 months.

**9 Fire Safety**

**RESOLVED** that the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

(a) that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;

(b) that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

**Note:** SMA to follow-up with Profire to confirm the submission of the current AFSS.

**10 Restrictions on Committee**

**RESOLVED** that, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

**11 Election of Strata Committee**

**RESOLVED** that nominations be received for election of the Strata Committee.

**N.B.** Members must be financial to be eligible for appointment or election to the Strata Committee and consent to the nomination. Any candidate for election to the Strata Committee must, if applicable, disclose any connections with the original owner or building manager of the scheme.

*Elected Strata Committee Members should note that, in compliance with NSW Government requirements relating to "Strata Hub", details of the chairperson and secretary are required to be uploaded onto "Strata Hub". Contact details will be accessible, via the "Strata Hub", to;*

- i) local council; and*
- ii) NSW Fire Brigade*

(a) Nominations already received in writing prior to this meeting are as follows: Michaela Meaney

(b) Oral nominations of candidates eligible for election to the strata committee be received and recorded as follows:

(c) That the Owners Corporation determine the number of members of the Strata Committee (not being more than 9) be Six (6).

(d) That the Strata Committee be elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10

- Lot 7 P Knowles (self-nominated)
- Lot 11 G Toth (self-nominated)
- Lot 14 M Meaney (nominated by C Meaney - Lot 14)
- Lot 1 D Nelson (self-nominated)
- Lot 6 P Rohloff (self-nominated)
- Lot 21 D Bratjanscak (self-nominated)



**Note:** It was found that A Bernays Lot 8 was unfinancial at the time of the meeting. An SCM will be scheduled at the earliest available date and time for them to fill the vacant position once they are financial.

**12 Strata Hub**

**RESOLVED** that the Owners - Strata Plan 75794, by ordinary resolution:

- Delegate to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub"; and
- Note that this activity triggers additional statutory costs (\$3 per lot, per annum) and service fees (per item 4.6 of schedule A2 of the agency agreement, namely additional services relating to "compliance" for the owners corporation).

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 5:05 PM.

CHAIRPERSON

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## MINUTES OF A STRATA COMMITTEE MEETING FOR THE OWNERS - STRATA PLAN 75794

**ADDRESS OF THE STRATA SCHEME:** 28 Addison Street, SHELLHARBOUR NSW 2529

**DATE, PLACE & TIME OF MEETING:** A meeting of the Strata Committee of The Owners - Strata Plan 75794 was held on Thursday, 29 February 2024 immediately following the Annual General Meeting at Marine Rescue Shellharbour base, Towns Street Shellharbour.

**PRESENT:** P Knowles, G Toth, M Meaney, D Nelson, P Rohloff and D Bratjanskak.

**CHAIRPERSON:** Alec Gulabovski acted as Chairperson and opened the meeting at 5:05 PM.

### MOTIONS:

#### 1 Minutes of previous meeting

**RESOLVED** that the Minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that Meeting.

#### 2 Pecuniary Interests

**THE MOTION,** "That the strata committee:

- Receive any disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests;
- Receive any disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests;
- Record any such disclosures in a book kept for that purpose;
- Determine a fee for payment for inspection of the disclosure book;
- If there are disclosures made, make a determination as to whether or not that member can be present during any deliberation of the strata committee with respect to the matter or to take part in any decision of the strata committee with respect to the matter," **WAS DEFEATED.**

#### 3 Appointment of Office Bearers

That, pursuant to Section 41 of the Strata Schemes Management Act, 2015:

(a) **RESOLVED** that G Toth be appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.

(b) That **NIL** Member be appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.

(c) That **NIL** Member be appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.

#### 4 Authority for Expenditure

**RESOLVED** that the Strata Committee;

- i) Authorises the managing agent to address emergency repairs; and
- ii) Authorises the managing agent to progress repairs, required for annual certification of safety measures, up to a cost limit of \$10,000; and
- iii) Authorises the managing agent to progress non-emergency repairs up to a cost limit of \$5,000.

#### 5 Property & Administrative Matters

That any property and administrative matters presented be considered and accordingly dealt with by the Meeting. This may include:

##### 5.1 Update on the water ingress testing/report by BD Solutions

SMA to obtain an update from BD Solutions and report back to the Strata Committee.

##### 5.2 Unit 14 repairs/replacement

SMA to follow-up quotes from Homestead & Danzo Constructions and report back to the Strata Committee.

##### 5.3 Driveway clearance sign

Owners confirmed that the signage was completed 29.2.24.

**5.4 Mesh repair between cages 10/11 as a result of break-in**  
SMA to obtain an update and report back to the Strata Committee.

**5.5 Fire Certification update**  
SMA to contact Profire for an update and report back to the Strata Committee.

**5.6 Maintenance to 3 palms along the western wall**  
G Troth confirmed it has been scheduled for next week.

**5.7 Financial impact of changeover of Strat Management**  
Owners agreed to not take any further action.

**5.8 Noise complaint**  
Deliveries through the front post office door are noisy due to the front trolley wheels rattling on tiles. Owner agreed to change wheels to not cause noise pollution.

**6 Future Meetings**  
**RESOLVED** that the date, time and place of future meetings be determined as follows:

- (a) Annual General Meeting - TBA.
- (b) Strata Committee Meetings - TBA once quotes have been received U14 repairs/replacement & water ingress testing/report by BD Solutions.

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

CHAIRPERSON



**MINUTES OF A STRATA COMMITTEE MEETING FOR:  
THE OWNERS - STRATA PLAN 75794 HELD BY VIDEO/TELECONFERENCE**

**ADDRESS OF THE STRATA SCHEME:** 28 Addison Street, SHELLHARBOUR NSW 2529

**DATE, PLACE & TIME OF MEETING:** A meeting of the Strata Committee of the Owners - Strata Plan 75794 was held on 5/09/2024 via video/teleconference, commencing at 12:30 PM

**PRESENT:**

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Darryl Nelson
6	6	Yes	Paula Rohloff
21	Shop3	Yes	D Bratjanscak
14	14	Yes	M Morgan

Additional Attendance: Geoffrey Troth

**APOLOGIES:**

**IN ATTENDANCE:** Tracey Lovie on behalf of Jamesons Strata. Management

**CHAIRPERSON:** Tracey Lovie acted as Chairperson of the meeting.

**MOTIONS:**

- 1 Minutes of Previous Committee Meeting**  
Resolved to confirm the Minutes of the previous Strata Committee Meeting as a true record of that meeting.
- 2 Financial Statement**  
Resolved to receive and adopt the interim Financial Statement as tabled at this Meeting.
- 3 Property & Administrative Matters**  
Resolved that any property and administrative matters presented be considered and accordingly dealt with by the Meeting including but not limited to:  
  
3.1 Works undertaken in lot 11 alleged conversation of attic/loft without authorisation. This matter was discussed and it was advised by the owner of lot 11 that they will reinstate the area to original condition prior to settlement of the sale of the lot and or prior to the end of year ending which comes prior.  
  
It was agreed lot 11 will have a member of the strata committee inspect the reinstated area once this is completed.

#### **4 Business Arising from Minutes of Previous Committee Meeting**

Resolved to consider any business arising from the Minutes of the previous Strata Committee Meeting and as determined by the Committee as below:

##### **3.1 Signage of LJ Hooker**

It was discussed that LJ Hooker signage is not requested and that they are not located in the complex. The Strata Manager will write to them to remove this within the next two weeks or it will be discarded without further consideration.

##### **3.2 Noise emulation from commercial post office**

It was discussed that the strata manager write to the commercial lot (Australia Post) in relation to the red trolley utilised daily for the wheels to be changed to reduce the level of noise emulation.

##### **3.3 Remedial repairs water ingress**

It was discussed that BD Solutions tender be progressed and that the date for this to be scheduled be provided and updated to the members of the strata committee.

##### **3.4 Roof leaks**

As per point 3.4

##### **3.5 Renovations to commercial lot 21**

It was discussed that the level of concern remains despite the owner of lot 21 confirming the works are to the plans specified. As such it was requested by the majority of members that the owner of lot 21 add a by-law at the next general meeting to govern the works.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 01:40 PM.

CHAIRPERSON

Date of these minutes: 10 September 2024

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