

26th March, 2026

Sunshine Strata Inspection Reports

SunshineSIR@hotmail.com

Vanessa Edmunds

0414 830 336

**Strata Plan 9858 Lot 15
15/9-11 Collaery Ave, Fairymeadow NSW 2500**

Commissioned by Ali Yugmar of Domian Illawarra Real Estate

Current Owner: Lorraine Cheryl Hince

An inspection of the Strata Plan records was performed on 26/3/26

At: Online with BCS Illawarra / PICA

Minutes sighted from: 17/11/2020 to: 26/11/2025

Strata Managing Agent:
BCS Strata Illawarra
Level 5/38-40 Young Street, Wollongong
Licence Number: 10116358

1. Certificate of Title

Copy of the Certificate of Title for the common property was sighted.
Were there any Second Schedule dealings noting Change of By-Laws?

Yes: Dealing Number: AP 61118 – Registration of Consolidated By Laws

Identifier: CP / SP 9858
Edition: 3
Date Issued: 14/2/2019
Easements: Not applicable

Aggregate Unit Entitlement: 300
Unit Entitlement of subject lot: 17
Number of units in the scheme: 15
Number of Lots in Strata Plan: 15
Lot number and Unit number correspond: Yes

2. Building

Date of Registration: 28/7/1975
Original Owner: Unknown
Number of lots still in the name of the original owner: None
Age of Building: 51 Years
How many Owner/ occupiers: Possibly 7

3. Strata Roll

Name of Owner: Lorraine Cheryl Hince
Address: 36 Dallas St Keiraville NSW 2500
Mortgagee: None
Other interest: None

This information was ascertained from the Strata Roll and the Certificate of Title

4. Initial Period

According to the Strata Roll has the initial period expired? Yes

5. Strata Committee Members:

Caitlin Manganaro – Lot 1
Ozkan Turanli – Lot 2
Aureliano Morillas – Lot 3
Lorraine Hince – Lot 15

6. Section 178 - Compliance

Records are kept in book form: No, the roll is maintained in a computerised form
Are Names Recorded: Yes
One Page per lot: Yes
Original Owner Recorded: No
Addresses Recorded: Yes
Unit Entitlement Recorded: Yes
By Laws included: Yes
Insurance details included: Yes

7. Section 179 – Records and Notices of Orders

Notices given to the Owners Corporation are kept:	None
Orders served on the Owners Corporation are kept:	None
A register of Notices and Orders are kept:	None
Notices or Orders adversely affecting the Owners Corporation:	None
Notices or Orders adversely affecting the subject lot:	None
Details of Notices or Orders sighted:	None

8. Accounting

The financial position of the Owners Corporation is as follows:

Administrative Fund \$ 1,419.65
Capital Works Fund \$ 127,836.16
As at 25/03/226

Bank:
Account number:
Bank account balance: \$ 67,276.50

Investment account details: Term Deposit \$ 60,209.01

Accounting records kept in accordance with the Act:	Yes
Accounting records retained as per the Act:	Yes
Annual Financial Statements prepared:	Yes
Annual Budgets prepared:	Yes
Auditors are appointed:	No

9. Maintenance Levies

Are the levies determined at the Annual General Meeting: Yes
Is the Administrative Fund levied separately to the Capital Works Fund:
Yes
Is a levy register maintained: Yes
Levies were determined at the AGM held each year in: November
Are there any anticipated increases in the levies: Yes (E.G.insurance)

The subject lot current standard levies are allocated according to unit entitlement and are:

Administrative Fund \$ 687.77
Capital Works Fund \$ 283.02
Payable Quarterly
Subject lot paid to: 31/5/2026

Amount in arrears for subject lot: \$ Nil
Amount in arrears for entire complex: \$ 2128.02

As at 25/3/2026

10. Special Levies

Proposed Special Levy No
Current Special Levy: None

Please note that this information relating to levies was obtained from the available records. It is strongly recommended that a Sect 184 certificate be obtained prior to settlement.

11. By Laws

By Laws passed but not registered: No

By Laws passed and registered:

Dealing Number: AP61118 - Consolidation of Registered By Laws

12. Owners attitude to keeping of animals

The Owners Corporation attitude on keeping of animals is that written consent is required before animals are allowed to be at the complex.

13. Insurance

The Current Insurer is: CHU
The Current Broker is: Body Corporate Brokers Pty Ltd

Policy Number: 26A006472UPK
Premium: \$ 10,516.65 Due Date: 1/8/2026 6 months Policy
Please review the attached Insurance Policy

Valuer: WBP Group Property Valuers
Last Valuation amount for Building Sum Insured: \$ 5,580,000
Date of Last Valuation: 29/11/2022

Current Building Sum Insured \$ 6,459,548

14. Proposed Major Expenditure

Does the minute book refer to any major expenditure or proposed major expenditure;

Details: Engineers Report from BD Solutions on Lots 7 & 15.
22/10/2024 attached to this report.

Concern from the Owners Corporation has been discussed that other units may also be affected and BD Solutions would be asked to come back and report. This has not been arranged as yet.

Structural

From our inspection of the records and documents there appears to be no indication of any current problems affecting the structure in general apart from the balconies integrity.

Expenditure items to note

Regular or minor common items are not included and this list should not be considered as exhaustive.

Year	Type	Cost
24-25	Consultant	\$ 7865
	General Repairs	\$ 2369
	Roof Repairs	\$ 1364
23-24	Stairwell flooring	\$ 7020
	Electrical repairs	\$ 961
	Plumbing	\$ 455
22-23	Electrical Repairs	\$ 693
	General Repairs	\$ 1390
2020	Electrical Replacements	\$ 13193

Disclaimer – Records Not Provided

This Strata Inspection Report has been prepared based on the records and documents provided by the Owners Corporation (or its representatives) as of the date of inspection. The accuracy and completeness of this report are subject to the availability of these records.

It is important to note that certain documents or information may not have been made available for review. The absence of such records means that this report may not provide a comprehensive assessment of the strata scheme's financial position, maintenance history, or other key matters.

Prospective buyers, owners, and other stakeholders are strongly advised to conduct their own due diligence and seek independent legal or professional advice before making any decisions based on this report. Neither the inspector nor the reporting company can be held responsible for any omissions or undisclosed matters arising from records that were not provided for inspection.

15. Attachments

Financial Reports
Insurance Statement
10 Year Capital Works Fund Plan
Minutes of AGMs 2023,2024,2025
Building Report – BD Solutions 22/10/2024
Safety Report
Asbestos Report

BOX 330B
(AP61118)



NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE	
CP/SP9858	
EDITION	DATE OF ISSUE
3	14/2/2019
CERTIFICATE AUTHENTICATION CODE	
37MF-CJ-K6SY	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL



LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 9858 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FAIRY MEADOW.
LOCAL GOVERNMENT AREA: WOLLONGONG.
PARISH OF WOONONA COUNTY OF CAMDEN
TITLE DIAGRAM: SHEET 1 SP9858

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 9858
ADDRESS FOR SERVICE OF NOTICES:
P.O. BOX 65
WOLLONGONG EAST 2500

SECOND SCHEDULE

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- C825510 COVENANT AS REGARDS LOT 5 IN DP18588
- AN586380 INITIAL PERIOD EXPIRED
- AP61118 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 300)

STRATA PLAN 9858

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 21	2	- 21	3	- 20	4	- 19
5	- 16	6	- 22	7	- 22	8	- 21
9	- 20	10	- 16	11	- 22	12	- 22
13	- 21	14	- 20	15	- 17		

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT).

COUNCIL'S CERTIFICATE

The Council of the City of Wollongong, having satisfied itself that the requirements of the Street Form Act 1927 (other than the requirements for the registration of plans) have been complied with, is pleased to issue this certificate.

Date: 24. 6. 75
 Subdivision No.: 189

Complete, or where if incomplete

Signatures, seals and statements of intention to create easements or restrictions as to user.

M. O'Leary
H. O'Leary
M. O'Leary

THE COMMON SEAL OF MIDLAND CREDIT LIMITED WAS HERETO APPLIED PURSUANT TO THE AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:

Bernie
 SECRETARY

D. O'Leary
 DIRECTOR

SURVEYOR'S CERTIFICATE

FRANCIS CHRISTOPHER COLLEPP
 of C. WILLIAMS & ASSOCIATES, 2/2001/177 WOLLONGONG

- (1) any well, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, within
- (2) any floor or ceiling, the upper or under surface or any part of any floor plan, within
- (3) any well, floor, ceiling or structural cubic work, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, within
- (4) any building containing proposed lots entered on the land shown on the accompanying floor plan and each proposed lot perimeter of the piece "subject to sub-paragraph (a) and (b) -

The survey information recorded in the accompanying location plan is accurate
 Date: 17/7/75
 Delete if inapplicable
 State whether sealing or plan, and quote registered number.
 This is sheet 1 of my Plan in 51X

PLAN OF LOTS 5 & 6 IN D.P. 18588

City: WOLLONGONG Locality: FAIRVIEW MEADOW

Parish: WONDON County: CAMDEN

Reduction Ratio 1: 500 Lengths are in metres

Name of, and address for service of notices on, the body corporate
 Address required on original strata plan only.
 THE PROPRIETORS... STRATA PLAN No. 9858
 P.O. BOX 65
 WOLLONGONG EAST 2500 N.S.W.

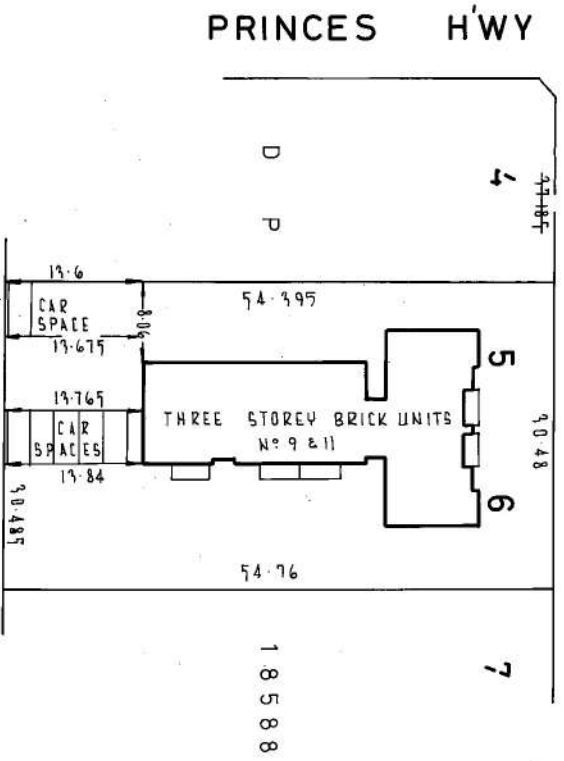
STRATA PLAN 9858

Registered 28-7-1975
 C.A.: No. 189 OF 24-6-1975

Purpose: STRATA PLAN

Ref. Map: WOLLONGONG SH. 57

Last Plan: D. P. 18588



DATE OF REGISTRATION AMENDED IN SEC. DEPT. OFFICE USE ONLY	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
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SURVEYOR'S REFERENCE: 13506/4751

Plan Drawing only to appear in this space

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 6 Sheets

STRATA PLAN 985B

SCHEDULE OF UNIT ENTITLEMENT	
LOT N ^o	UNIT ENTITLEMENT
1	21
2	21
3	20
4	19
5	16
6	22
7	22
8	21
9	20
10	16
11	22
12	22
13	21
14	20
15	17
AGGREGATE	300

Reduction Ratio 1:

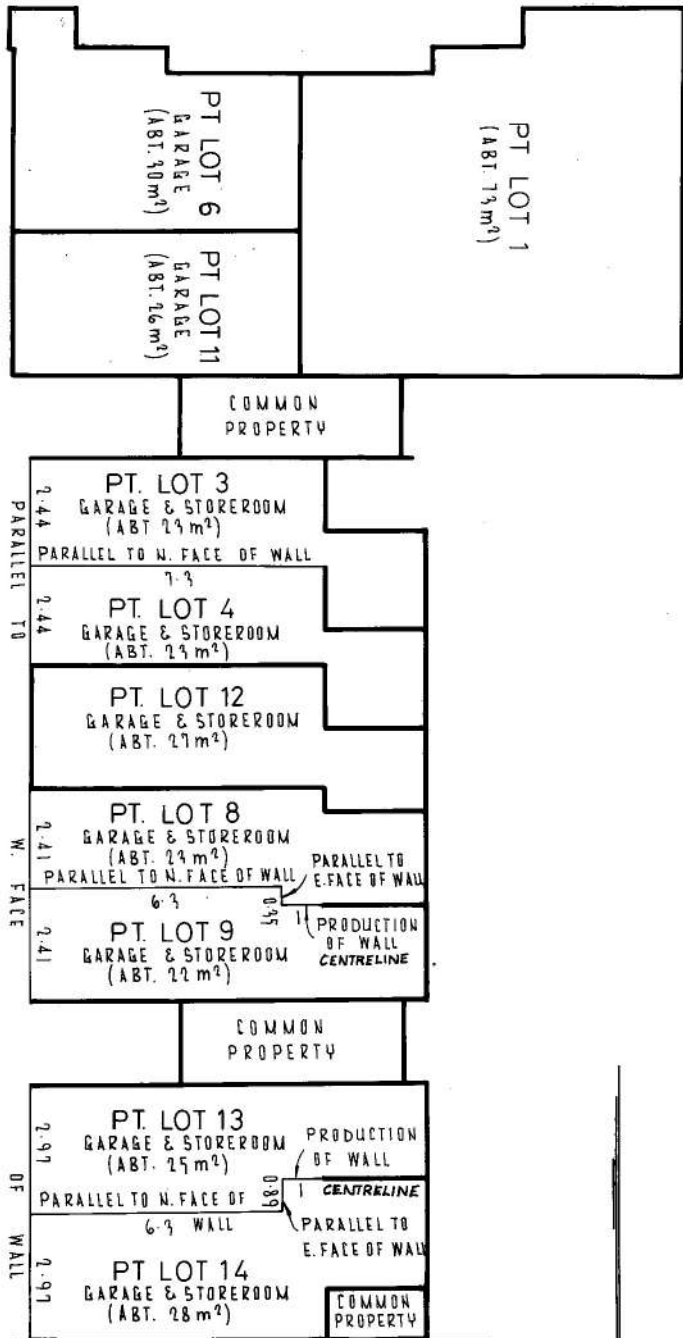
Lengths are in metres



W. J. ...
 Registered Surveyor

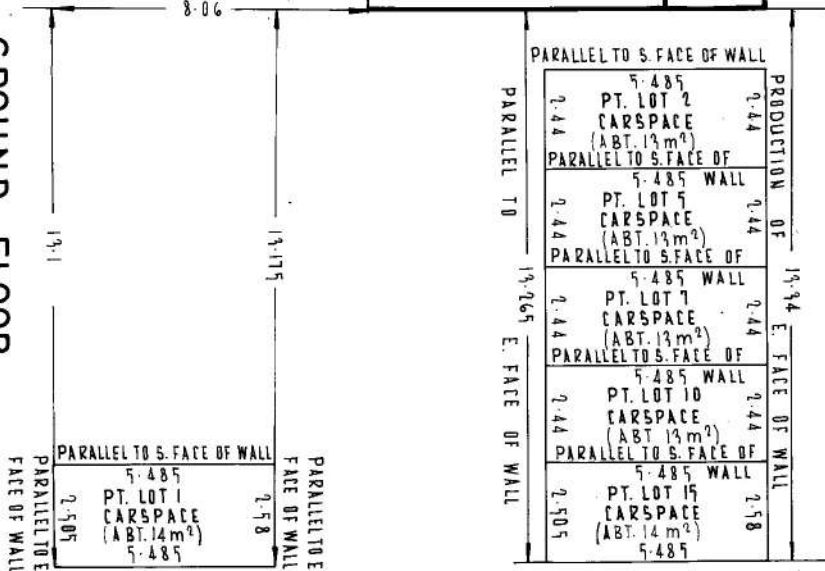
W. J. ...
 Council Clerk

SURVEYOR'S REFERENCE: 73206/1757



NOTE: THE STRATA OF EACH CARSPACE IS LIMITED TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR.

GROUND FLOOR



Reduction Ratio 1:125

Lengths are in metres

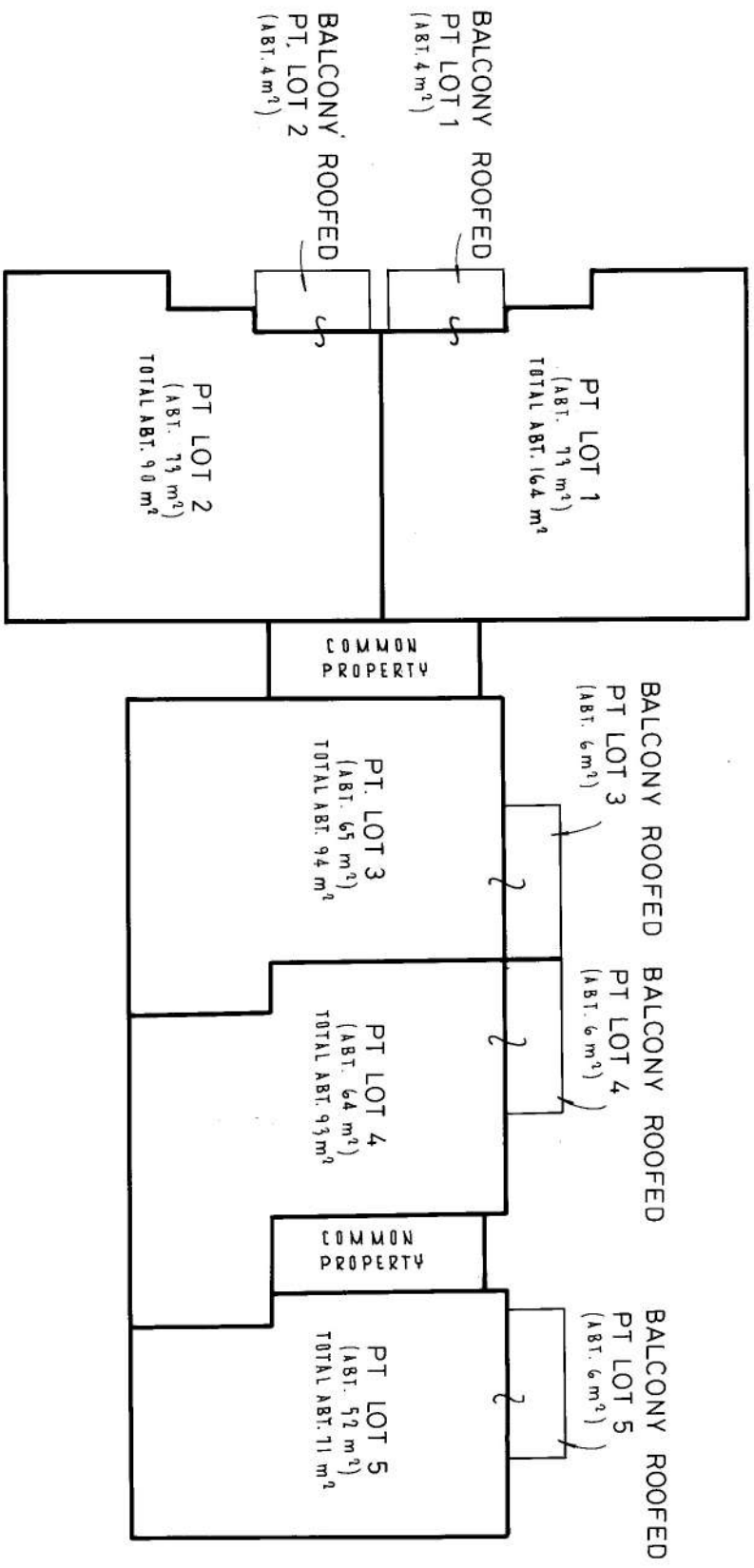
De Cassan
 Registered Surveyor

Woodward
 Council Clerk

SURVEYOR'S REFERENCE: 13506/1753

STRATA PLAN 9858

STRATA PLAN 9858



FIRST FLOOR

Reduction Ratio 1:125

Lengths are in metres

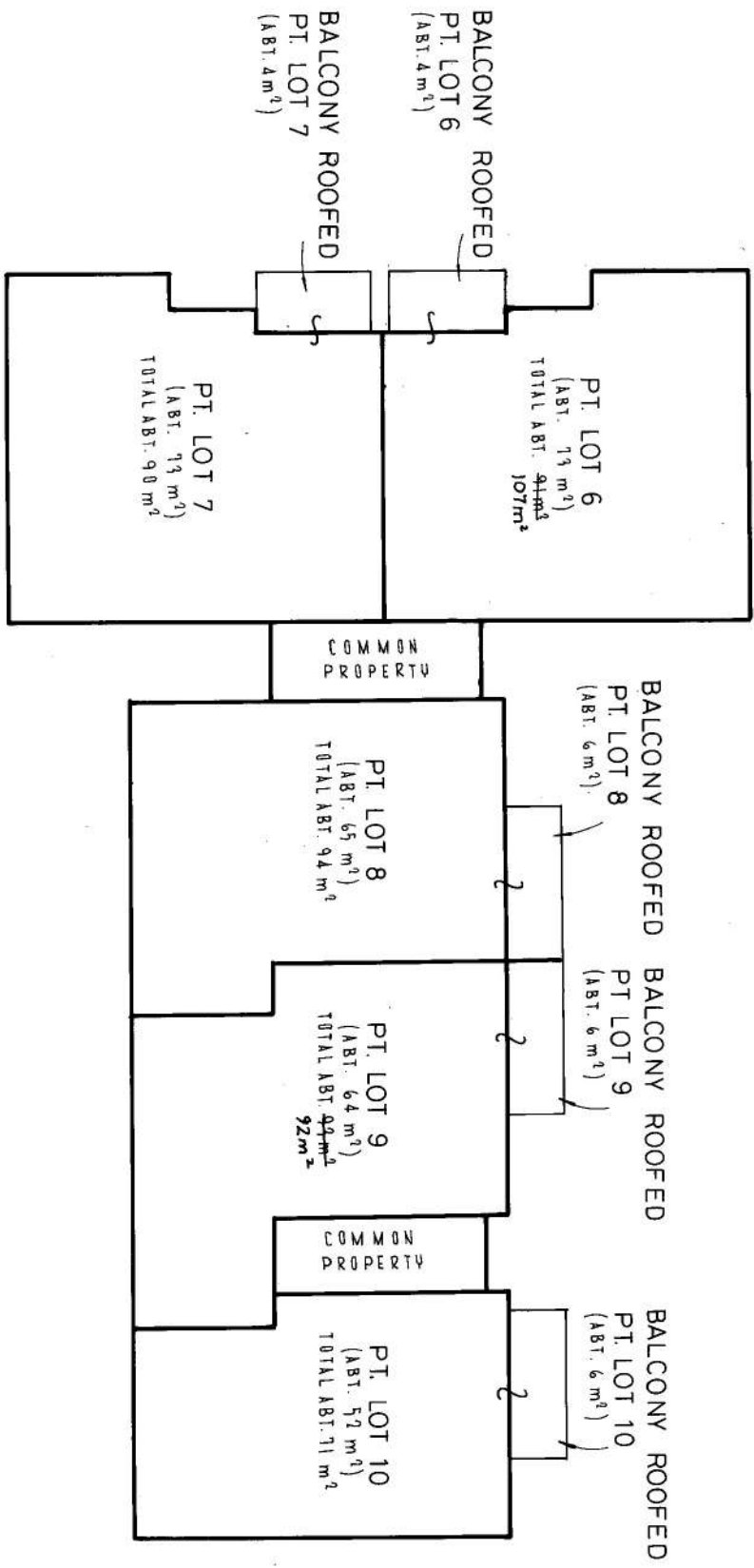


De C...
Registered Surveyor

Wood...
Council Clerk

SURVEYOR'S REFERENCE: 13506/1754

STRATA PLAN 9858



SECOND FLOOR

Reduction Ratio 1:125

Lengths are in metres

D. S. Carrington
Registered Surveyor

Michael Clerk
Clerk

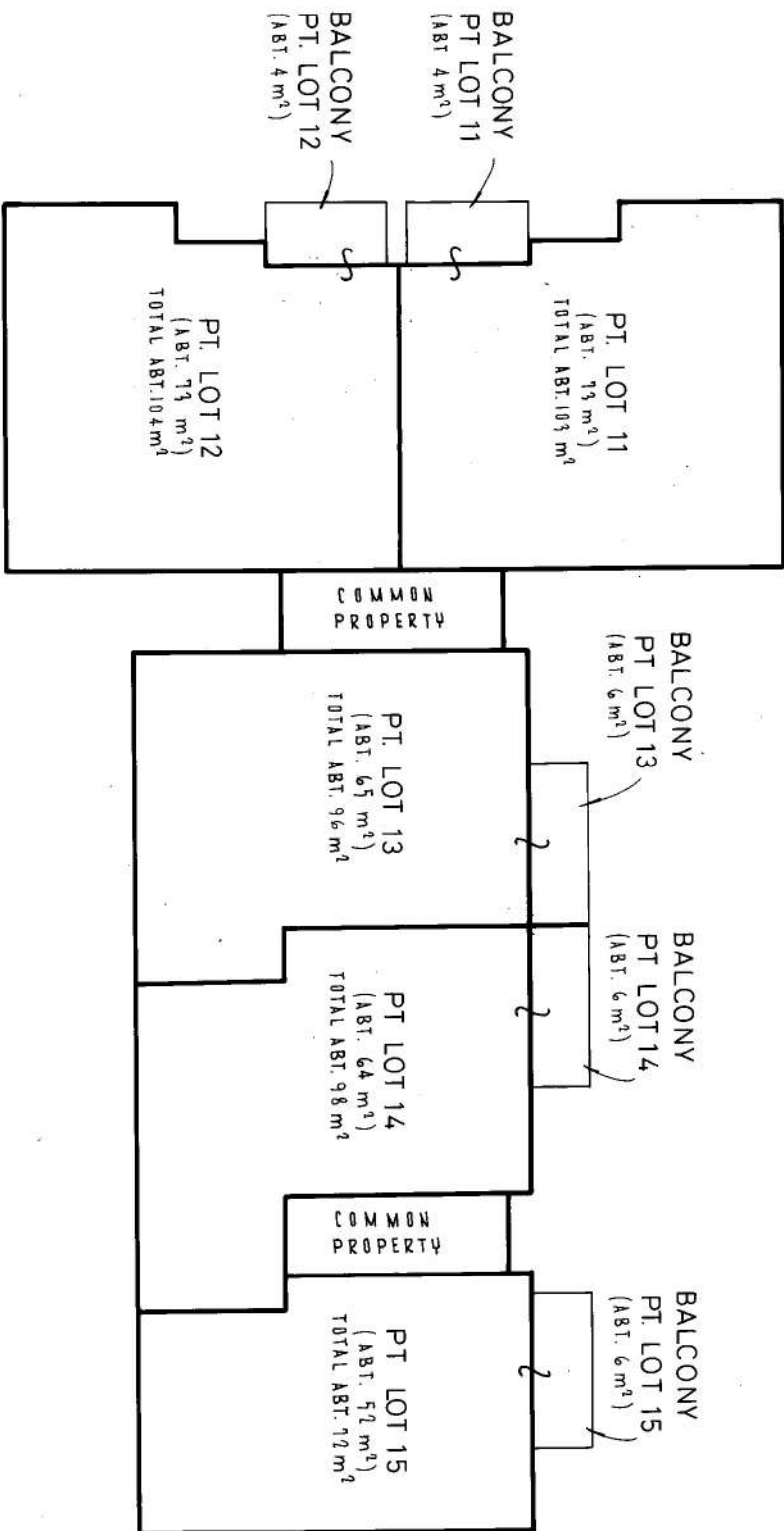
SURVEYOR'S REFERENCE: 13506/1755



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 6 of 6 Sheets

STRATA PLAN 9858



NOTE - THE STRATA OF EACH BALCONY IS LIMITED TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR.

THIRD FLOOR

Reduction Ratio 1:125

Lengths are in metres



Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 13506/1156

Form: 15CH
Release: 1-0

CONSOLIDATION/
CHANGE OF BY-LAWS
New South Wales



Strata Schemes Management Act 2015
Real Property Act 1900

AP61118E

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/SP9858	
--------------------------------------	--

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
312D	LAWAGENTS 123202Y Reference: My Bylaw SP 9858	CH

- (C) The Owners-Strata Plan No. 9858 certify that pursuant to a resolution passed on 11/12/2018 and
 (D) in accordance with the provisions of SECTION 141 OF THE STRATA SCHEMES MANAGEMENT ACT 2015 the by-laws are changed as follows—
 (E) Repealed by-law No. Not applicable
 Added by-law No. Special By-law 4
 Amended by-law No. Not applicable
 as fully set out below:
 Consolidated set of by-laws attached as 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 A
 (G) The seal of The Owners-Strata Plan No. 9858 was affixed on 25th January 2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: KATERINA LAXIMADE
 Authority: Strata Managing Agent

Signature:
 Name:
 Authority:



OFFCDPLAN586380

CT provided by 33015
9/1/19

CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

ANNEXURE A

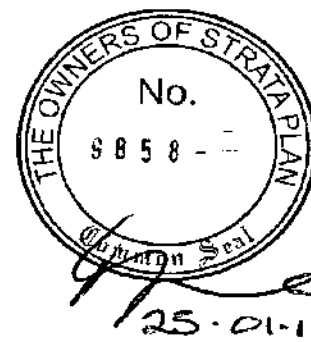
PROPERTY

Strata plan number 9858

Address 9-11 Collaery Avenue, Fairy Meadow NSW

BY-LAWS

By-law 1 Noise	4
By-law 2 Vehicles	4
By-law 3 Obstruction of common property	4
By-law 4 Damage to lawns and plants on common property	4
By-law 5 Damage to common property	4
By-law 6 Behaviour of owners and occupiers	4
By-law 7 Children playing on common property in building	4
By-law 8 Behaviour of invitees	4
By-law 9 Depositing rubbish and other material on common property	4
By-law 10 Drying of laundry items	4
By-law 11 Cleaning windows and doors	5
By-law 12 Storage of inflammable liquids and other substances and materials	5
By-law 13 Moving furniture and other objects on or through common property	5
By-law 14 Floor coverings	5
By-law 15 Garbage disposal	5
By-law 16 Keeping of animals	5
By-law 17 Appearance of lot	5
By-law 18 Notice board	5
By-law 19 Change in use of lot to be notified	5
Special By-law 1 Air conditioning (Dealing S461508)	6
Special By-law 2 Carspace enclosure (Dealing 8846097)	6
Special By-law 3 - Renovations to Lot 1 (Dealing AN586380M)	6
Special By-law 4 - Bathroom Renovations Unit 2	10



CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

By-law 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.

By-law 2 Vehicles

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

By-law 3 Obstruction of common property

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

By-law 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.

By-law 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 without the approval in writing of the owners corporation. Note. This by-law is subject to sections 109 and 110 of the Strata Schemes Management Act 2015.
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
 - (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.
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 106 of the Strata Schemes Management Act 2015, the owner of a lot must 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.

By-law 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.

By-law 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.

By-law 8 Behaviour of invitees

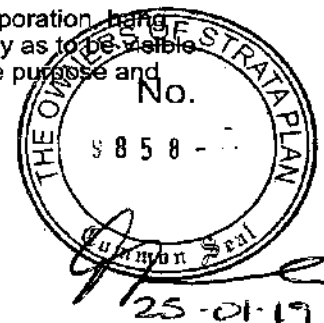
An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

By-law 9 Depositing rubbish and other material on common property

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

By-law 10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.



CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

By-law 11 Cleaning windows and doors

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

By-law 12 Storage of inflammable liquids and other substances and materials

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

By-law 13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-law 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.

By-law 15 Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

By-law 16 Keeping of animals

1. Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal 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.

By-law 17 Appearance of lot

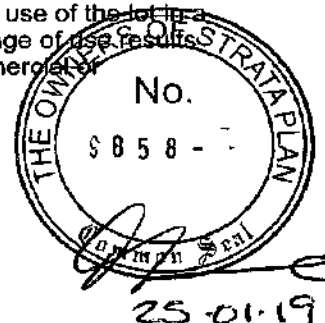
1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-law 18 Notice board

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

By-law 19 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).



CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

Special By-law 1 Air conditioning (Dealing S461508)

A proprietor of a Lot which shall request, in writing approval to install an air conditioning unit upon that proprietor's Lot shall be given such approval PROVIDED that all costs relating to the installation, preparation and maintenance of such air conditions unit shall be the responsibility of the proprietor of that Lot. PROVIDED HOWEVER that such air conditioning units shall not be fitted into brick walls.

Special By-law 2 Carspace enclosure (Dealing 8846097)

An owner of a lot may not install or maintain an enclosure within the carspace that forms part of his lot, except according to the following conditions and stipulations:

1. The enclosure may not be used except for the garaging of motor vehicles or motorcycles, or the storage of the personal property of the owner or occupier of his lot.
2. Before installing the enclosure, the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council, including all conditions of approval, drawings, plans and specifications.
3. In installing the enclosure, the owner must comply with any conditions of approval of the local Council, and must undertake the work in a proper and skilful manner.
4. The enclosure must be in keeping in appearance and design with enclosures previously installed on the ground floor.
5. The owner must indemnify the Owners Corporation against any liability or expense that may be incurred by reason of the installation, use or condition of the enclosure.
6. The owner must maintain the enclosure in a state of good and serviceable repair and in clean, tidy and well-ordered condition, and must renew or replace it whenever necessary.
7. The garage doors installed must be mission brown in colour.
- 8.

Special By-law 3 - Renovations to Lot 1 (Dealing AN586380M)

A DEFINITIONS

"Owner" means the Owners of Lot: 1 in Strata Plan 9858.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owner's 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 Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's 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.



CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

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 or Strata Committee for approval;

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

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 (if required); and
 - (II) any other relevant statutory authority whose requirements apply to the Building Works.

4 INSURANCE

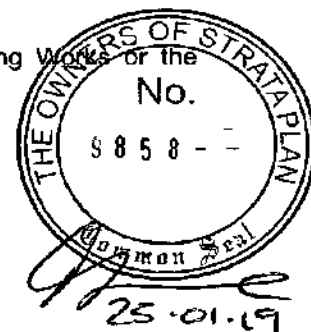
Before commencing the Building Works the Owner must affect or cause to be affected the following insurances as required;

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

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;



CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

- (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.

11 BUILDING WORKS ALREADY PERFORMED

Clauses 3B, 4 and 5 do not apply to Building works already performed at the date of this Special By-law. All other clauses apply. Every clause applies to future building works.



CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

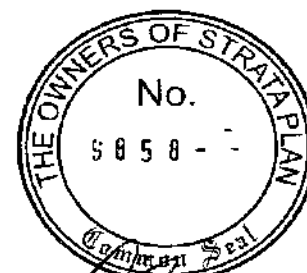
ENCLOSURE 1

SCHEDULE OF WORKS COMPLETED - BATHROOM

1. Disconnect tapware, shower screen, toilet, vanity, bath, floor and wall tiles from bathroom
2. Replace plumbing
3. Carry out waterproofing to comply with Building Code of Australia
4. Lay floor and wall tiles throughout bathroom
5. Install tapware, install vanity, install toilet, install shower screen.
6. Disposal of all building waste.

SCHEDULE OF WORKS COMPLETED - KITCHEN

1. Disconnect sink, oven, hot plate and range hood.
2. Remove tile splash backs and kitchen cabinets.
3. Install new kitchen cabinets.
4. Reconnect sink, oven, hotplate and range hood.
5. Tile splash back.
6. Disposal of all building waste.



CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

Special By-law 4 - Bathroom Renovations Unit 2

A DEFINITIONS

"Owner" means the Owners of Lot: 2 in Strata Plan 9858.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owner's 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 Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's 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;

- (G) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (H) 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.

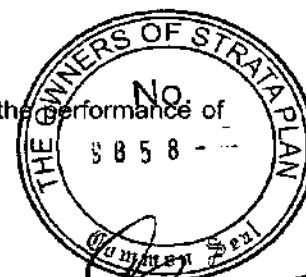
2 DOCUMENTATION

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

- (A) plans and drawings;
- (B) specifications;
- (C) structural diagrams (if required);
- (D) a Schedule of Works; and
- (E) any other document reasonably required by the Strata committee or 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;



CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

(I) the relevant consent authority under the Environmental Planning and Assessment Act (if required); 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 as required;

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

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

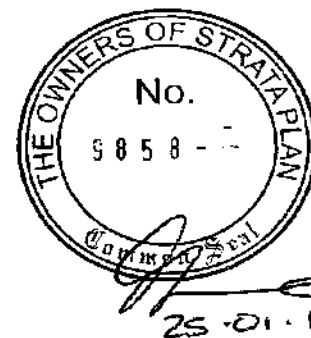
The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property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



CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

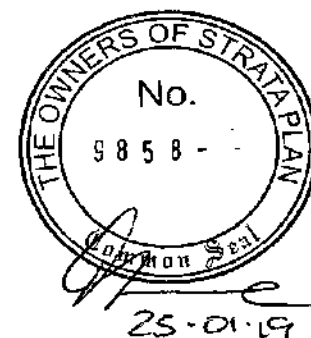
10 RIGHT TO REMEDY DEFAULT

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.

ENCLOSURE 1 (to be completed by the lot owner)

The works are taking down old tiles out of the bathroom and completely waterproofing the bathroom, putting up new tiles and new shower screen and toilet.



ANNUAL FINANCIAL STATEMENTS

For the period 1 October 2025 to 30 September 2026

Prepared For

9-11 COLLAERY AVENUE

Strata Plan 9858

9-11 COLLAERY AVENUE
FAIRY MEADOW
NSW 2519

Manager
Nahrana Giblett
BCS Strata Management Pty Ltd

Printed
25 March 2026

Balance Sheet

Administrative & Capital Works Fund

Owners Corporation for Plan No. 9858

As at 30th September 2026

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Liability limited by a scheme approved under Professional Standards Legislation

Assets		2026
Cash		67,276.56
Investment Account	Note 7	60,209.01
Levies in Arrears	Note 8	2,128.02
Total Assets		\$ 129,613.59

Liabilities		
Accounts Payable Liability	Note 10	157.78
Unallocated Monies Received	Note 9	200.00
Total Liabilities		\$ 357.78
Net Assets		\$ 129,255.81

Equity		
Administrative Fund		1,419.65
Capital Works Fund		127,836.16
Total Equity		\$ 129,255.81

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 9858

1 October 2025 to 30 September 2026

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Income	Actuals	Budget	Variance \$	Variance %
	01/10/25 30/09/26	01/10/25 30/09/26	01/10/25 30/09/26	01/10/25 30/09/26
Levy Fees - Debt recovery costs	276.14	0.00	276.14	100
Levy Fees - normal	22,887.95	47,000.00	(24,112.05)	(51)
Mutual Revenue - penalty interest	30.79	0.00	30.79	100
Non-Mutual Revenue - bank interest	0.00	1.43	(1.43)	(100)
Total Administrative Fund Income	23,194.88	47,001.43	(23,806.55)	(51)
Expenditure				
Cleaning Service	1,566.95	4,000.00	2,433.05	61
Cleaning Service - carpets	495.00	1,000.00	505.00	51
Electricity	221.57	1,000.00	778.43	78
Garden/Lawn Maintenance	1,078.00	3,000.00	1,922.00	64
Insurance Premiums	10,516.65	21,000.00	10,483.35	50
Owners Corporation Manager - Investment Manage...	52.00	0.00	(52.00)	(100)
Owners Corporation Manager - NSW Strata Hub - A...	158.00	155.00	(3.00)	(2)
Owners Corporation Manager - Taxation Management	302.00	305.00	3.00	1
Owners Corporation Manager - additional services	990.74	2,700.00	1,709.26	63
Owners Corporation Manager - debt recovery	325.00	0.00	(325.00)	(100)
Owners Corporation Manager - disbursements	1,356.78	2,800.00	1,443.22	52
Owners Corporation Manager - management fees	2,284.68	4,650.00	2,365.32	51
Owners Corporation Manager - work order/quotes	64.00	650.00	586.00	90
Pest Control Services	330.00	1,800.00	1,470.00	82
Sundry Expenditure	408.56	0.00	(408.56)	(100)
Taxes, Fees & Charges - NSW Strata Hub Registrat...	45.00	45.00	0	0
Taxes, Fees & Charges - PAYG instalments	136.00	150.00	14.00	9
Taxes, Fees & Charges - income tax	136.00	700.00	564.00	81
Water	2,419.70	3,000.00	580.30	19
Total Administrative Fund Expenditure	22,886.63	46,955.00	24,068.37	51
Surplus / Deficit for period	308.25	46.43		

Income and Expenditure Statement (continued)

Administrative Fund

Owners Corporation for Plan No. 9858

1 October 2025 to 30 September 2026

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Summary

Opening Balance as at 1 October 2025	1,111.40
Total Revenue during period	23,194.88
Total Expenditure during period	(22,886.63)
Administrative Fund balance as at 30 September 2026	\$ 1,419.65

Income and Expenditure Statement

Capital Works Fund

Owners Corporation for Plan No. 9858

1 October 2025 to 30 September 2026

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Income	Actuals	Budget	Variance \$	Variance %
	01/10/25 30/09/26	01/10/25 30/09/26	01/10/25 30/09/26	01/10/25 30/09/26
Investment Transactions - interest received	1,191.82	0.00	1,191.82	100
Levy Fees - normal	11,011.11	21,000.00	(9,988.89)	(48)
Mutual Revenue - penalty interest	5.57	0.00	5.57	100
Total Capital Works Fund Income	12,208.50	21,000.00	(8,791.50)	(42)

Summary

Opening Balance as at 1 October 2025	115,627.66
Total Revenue during period	12,208.50
Total Expenditure during period	0.00
Capital Works Fund balance as at 30 September 2026	\$ 127,836.16

Notes To Financial Statements

Owners Corporation for Plan No. 9858

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners.

(a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.

(b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Investment Account

Detail	Amount
MBL 182222 224745034 4.65% TD M31/08/2026	60209.01
	\$ 60,209.01

Note 8 Levies in Arrears - also see note 2

Detail	Amount
Lot: 10 Unit: 10	913.68
Lot: 11 Unit: 11	1214.34
	\$ 2,128.02

Note 9 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 1 Unit: 1	200.00
	\$ 200.00

Note 10 Accounts Payable Liability

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Owners Corporation for Plan No. 9858

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Detail	Amount
BCS Strata Management Pty Ltd TASK ID 9042699 - Council Collection -21/04/2026	157.78
	\$ 157.78

ANNUAL FINANCIAL STATEMENTS

For the period 1 October 2024 to 30 September 2025

Prepared For

9-11 COLLAERY AVENUE

Strata Plan 9858

9-11 COLLAERY AVENUE
FAIRY MEADOW
NSW 2519

Manager
Nahrana Giblett
BCS Strata Management Pty Ltd

Printed
25 March 2026

Balance Sheet

Administrative & Capital Works Fund

Owners Corporation for Plan No. 9858

As at 30th September 2025

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Liability limited by a scheme approved under Professional Standards Legislation

Assets		2025
Cash		57,261.61
Investment Account	Note 7	59,017.19
Levies in Arrears	Note 8	1,266.77
Total Assets		\$ 117,545.57
<hr/>		
Liabilities		
Accounts Payable Liability	Note 10	438.90
Unallocated Monies Received	Note 9	367.61
Total Liabilities		\$ 806.51
<hr/>		
Net Assets		\$ 116,739.06
<hr/>		
Equity		
Administrative Fund		1,111.40
Capital Works Fund		115,627.66
Total Equity		\$ 116,739.06
<hr/>		

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 9858

1 October 2024 to 30 September 2025

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Income	Actuals	Budget	Variance \$	Variance %
	01/10/24 30/09/25	01/10/24 30/09/25	01/10/24 30/09/25	01/10/24 30/09/25
Levy Fees - Debt recovery costs	209.00	0.00	209.00	100
Levy Fees - normal	40,600.03	40,600.00	0.03	0
Mutual Revenue - penalty interest	24.77	0.00	24.77	100
Non-Mutual Revenue - bank interest	1.36	0.00	1.36	100
Total Administrative Fund Income	40,835.16	40,600.00	235.16	1

Expenditure

Cleaning Service	4,692.05	3,600.00	(1,092.05)	(30)
Electricity	798.22	1,100.00	301.78	27
Garden/Lawn Maintenance	2,772.00	2,500.00	(272.00)	(11)
Insurance Premiums	16,835.61	19,000.00	2,164.39	11
Owners Corporation Manager - NSW Strata Hub - A...	150.00	155.00	5.00	3
Owners Corporation Manager - Taxation Management	287.00	273.00	(14.00)	(5)
Owners Corporation Manager - additional services	2,538.59	2,500.00	(38.59)	(2)
Owners Corporation Manager - debt recovery	209.00	0.00	(209.00)	(100)
Owners Corporation Manager - disbursements	2,601.53	2,450.00	(151.53)	(6)
Owners Corporation Manager - management fees	4,386.92	4,422.00	35.08	1
Owners Corporation Manager - work order/quotes	572.00	350.00	(222.00)	(63)
Pest Control Services	1,705.00	0.00	(1,705.00)	(100)
Taxes, Fees & Charges - NSW Strata Hub Registrat...	45.00	45.00	0	0
Taxes, Fees & Charges - PAYG instalments	139.00	0.00	(139.00)	(100)
Taxes, Fees & Charges - income tax	664.90	170.00	(494.90)	(291)
Water	2,662.78	4,000.00	1,337.22	33
Total Administrative Fund Expenditure	41,059.60	40,565.00	(494.60)	(1)

Surplus / Deficit for period

(224.44) 35.00

Summary

Opening Balance as at 1 October 2024	1,335.84
Total Revenue during period	40,835.16
Total Expenditure during period	(41,059.60)
Administrative Fund balance as at 30 September 2025	\$ 1,111.40

Income and Expenditure Statement

Capital Works Fund

Owners Corporation for Plan No. 9858

1 October 2024 to 30 September 2025

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Income	Actuals	Budget	Variance \$	Variance %
	01/10/24 30/09/25	01/10/24 30/09/25	01/10/24 30/09/25	01/10/24 30/09/25
Investment Transactions - interest received	2,630.68	0.00	2,630.68	100
Levy Fees - normal	19,800.00	19,800.00	0	0
Mutual Revenue - penalty interest	4.88	0.00	4.88	100
Total Capital Works Fund Income	22,435.56	19,800.00	2,635.56	13

Expenditure

Consultant	7,865.00	0.00	(7,865.00)	(100)
Electrical Repairs	945.58	0.00	(945.58)	(100)
General Repairs	2,369.00	0.00	(2,369.00)	(100)
Lock & Key Maintenance	242.00	0.00	(242.00)	(100)
Plumbing	740.30	0.00	(740.30)	(100)
Roof	1,364.00	0.00	(1,364.00)	(100)
Total Capital Works Fund Expenditure	13,525.88	0.00	(13,525.88)	(100)

Surplus / Deficit for period	8,909.68	19,800.00		
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Summary

Opening Balance as at 1 October 2024	106,717.98
Total Revenue during period	22,435.56
Total Expenditure during period	(13,525.88)
Capital Works Fund balance as at 30 September 2025	\$ 115,627.66

Notes To Financial Statements

Owners Corporation for Plan No. 9858

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners.

(a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.

(b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

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Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Investment Account

Detail	Amount
MBL 182222 224745034 4.65% TD M31/08/2026	59017.19
	\$ 59,017.19

Note 8 Levies in Arrears - also see note 2

Detail	Amount
Lot: 11 Unit: 11	1265.79
Lot: 15 Unit: 15	0.98
	\$ 1,266.77

Note 9 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 1 Unit: 1	367.61
	\$ 367.61

Note 10 Accounts Payable Liability

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Notes To Financial Statements

Owners Corporation for Plan No. 9858

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

ABN/ACN 36118164914

Detail	Amount
A-Z Property Services Pty Ltd ACC SP 9858 Lawn Service 24/09/2025 30/09/2025	154.00
Lightfoot Family Trustee t/a Kedram Integrated Services Pty Ltd Cleaning 17/9, 30/9 30/09/2025	284.90
	\$ 438.90

Owners Corporation for Plan No. 9858

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519
ABN/ACN 36118164914

DEBTOR STATEMENT - LOT: 15 OWNER: LORRAINE HINCE

For the period 1 Oct 2025 to 24 Mar 2026 - sorted by Due Date

Levy Account

Due Issue Date Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Capital Fund	BALANCE	
			Brought forward		-0.98		-0.98	
	23-10-25	TRANSFER	Payment 941.96		601.02	340.94	940.98	
01-12-25	18-10-25		Levies - normal (interim)	01-12-25 to 28-02-26		-340.94	600.04	
01-12-25	18-10-25		Levies - normal (interim)	01-12-25 to 28-02-26	-600.04		0.00	
	19-01-26	TRANSFER	Payment 970.79		687.77	283.02	970.79	
01-03-26	16-01-26		Levies - normal	01-03-26 to 31-05-26		-283.02	687.77	
01-03-26	16-01-26		Levies - normal	01-03-26 to 31-05-26	-687.77		0.00	
Balance as at 24 Mar 2026					0.00	0.00	0.00	
* Invoice is a debt to the Lot					TOTAL			
^ Invoice is a debt to the Sundry Debtor					ADMIN	TOTAL	CAPITAL	
					\$	0.00	0.00	0.00



WBP Group (NSW South East Coast & ACT)

**REINSTATEMENT AND REPLACEMENT
STRATA INSURANCE VALUATION REPORT**

9-11 Collaery Road, Fairy Meadow NSW 2519

Our Reference: 2064938

Your Reference: WO174475

**REINSTATEMENT AND REPLACEMENT
STRATA INSURANCE VALUATION**



Prepared For
Body Corporate Services (BCS)
On behalf of
The Owners Corporation of Strata Plan 9858
As At
29 November 2022

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY	4
2.0 SCOPE OF WORKS.....	5
3.0 DEFINITIONS	7
4.0 PROPERTY IDENTIFICATION	8
5.0 SITE DETAILS	8
6.0 LOCATION	8
7.0 IMPROVEMENTS.....	9
7.1 DESCRIPTION OF IMPROVEMENTS	9
7.2 CONDITION OF IMPROVEMENTS.....	10
8.0 INSURANCE RISK ANALYSIS.....	11
9.0 INSURANCE ASSESSMENT CALCULATIONS.....	12
10.0 VALUATION CERTIFICATE.....	13
11.0 ASSUMPTIONS, CONDITIONS AND LIMITATIONS	13
PHOTOGRAPHS.....	15

1.0 EXECUTIVE SUMMARY

Property Address	9-11 Collaery Avenue, Fairy Meadow NSW 2519		
Legal Description	Strata Plan 9858		
Instructing Party	Nahrana Crampton of Body Corporate Services (BCS) on behalf of The Owners Corporation of Strata Plan 9858 Your Ref: WO174475		
Valuation Purpose	Independent Valuation Opinion for Insurance Reinstatement and Replacement purposes only.		
Brief Description	A residential development of 15 attached units in a four level brick residential flat building on a regular shaped inside allotment of 1,656.6sqm with slight slope up to the rear.		
Date of Inspection	29 November 2022		
Date of Valuation	29 November 2022		
Valuation Assessment	\$5,580,000 (Five Million Five Hundred Eighty Thousand Dollars) GST inclusive		
Limitations, Assumptions and Qualifications	<i>This valuation is for the use of the parties to whom it is addressed and is not suitable for any other purposes. No liability is accepted or undertaken to third parties in respect thereof nor does the valuation firm accept any responsibility where part of this report has been relied upon without reference to the full context of this report. We certify that the valuer noted herein has personally inspected the property and neither the valuer, nor valuation firm has any conflict of interest or financial interest in relation to the property. This valuation is valid for 90 days from the date of valuation, or such earlier date should you become aware of any factors that have any effect on the valuation.</i>		
Signatory		Co-Signatory	
	Simon Young Senior Valuer/Director AAPI CPV, B.Bus (Property) 70341		Rachael Vilarinho Senior Valuer/Director AAPI CPV, B. Bus (Property Economics) 69819
Qualifications			
API Member No.			

Whilst not having inspected the property, I, the counter signatory, have reviewed the draft valuation and working papers, and based upon that review and appropriate questioning of the Valuer obtained a reasonable satisfaction that the value opinion contained in the valuation has been reached, based on reasonable grounds.

2.0 SCOPE OF WORKS

Instructing Party	Nahrana Crampton of Body Corporate Services (BCS)
Reliant Parties	Owners Corporation of Strata Plan 9858
Instructions	<p>We have been instructed to provide an independent valuation opinion of the reinstatement and replacement cost of the subject property. This assessment is to provide the Owners Corporation with valuation data for sourcing quotations for insurance on the subject property.</p> <p>The valuation herein has been assessed at the date of inspection and prepared for Insurance Reinstatement and Replacement purposes only, in accordance with instructions received. An external inspection of the property has been carried out.</p>
Documentation	<p>In completing this assessment and report, the following documentation has been relied upon:</p> <ul style="list-style-type: none">• Instructions• Strata Plan 9858• Asbestos Register & Management Plan 17/09/2012 <p><i>This valuation report has been prepared on the assumption the instructions and information supplied has been provided in good faith, is not in any way misleading or deceptive, contains a full disclosure of all information that is relevant, and that there are no undisclosed agreements in place that affect the property. No liability or responsibility is accepted in the event the valuer has been provided with insufficient, false or misleading information.</i></p>
Conflict of Interest	It is confirmed that the appointed valuer and valuation firm have no pecuniary interest that could conflict with the valuation of this property.
Compliance	This valuation has been carried out in accordance with applicable International Valuation Applications and Technical Information Papers of the International Valuation Standards Committee and the Australian Property Institute Practice Standards and Guidance Notes.
Basis of Valuation	This valuation has been prepared in accordance with International Valuation Standards IVS101 and IVS103, the NSW Strata Schemes Management Regulations, Part 6, the Owners Corporation Act 2006 and Sections 212-217 of the Subdivision (Body Corporate) Regulations 2001, which requires insurance cover for replacement of building and improvements as per Division 4 of the Regulations.
Scope of Assessment	The cost assessment herein forecasts total reconstruction of the subject property, and is made on the basis that the building/s may be replaced on the same site 'as new' which includes the reconstruction of the building/s to have the same functional use as is current in the existing building/s, built to current regulations and legislative requirements.
Inclusions	<p>The insurance value estimated herein includes:</p> <ul style="list-style-type: none">• The assessed reinstatement cost, at the date of valuation;• Professional fees;• Costs for demolition and removal of debris;• An allowance for cost escalation during the policy period for the lapsed time between insurance renewal date and the occurrence of the event leading to the

claim;

- An estimate of cost increases during the planning period;
- An allowance for cost increases during the tendering period;
- An allowance for cost increases during the rebuild period;
- An allowance for Goods and Services Tax

Exclusions

The insurance value estimated herein excludes:

- Floor coverings
- Computer or electrical items, furniture, and personal items i.e. contents;
- The cost of removal/disposal of contents;
- Financing costs during reconstruction with it assumed the insurer will meet costs by way of progress payments as costs are incurred;
- Inflation during any period of a disputed claim between the insured and the insurer;
- A rental component for alternative accommodation or loss of rental income;
- Any allowance for loss of revenue between the date of building loss and reinstatement;
- Any allowance for loss in land value as a consequence of the existing improvements not being permitted to be rebuilt due to changes in planning controls, development standards or the extinguishments of existing use rights;
- Any increase in proportionate costs as a consequence of a partial loss. In the event of a partial loss, it is possible that costs to rectify damage caused to the affected area, will exceed the respective proportional amount of our assessment, particularly in the case of heritage buildings;
- Costs for removal of asbestos;
- Increased costs as a consequence of widespread catastrophic events.

Recommendation

Some or all of the itemised cost factors could be automatically excluded in the insurance policy, therefore it is important to establish the extent of such inclusions with the broker/insurer. We recommend investigation of the terms and conditions of any insurance policy to determine the extent of inclusions and exclusions or to discuss this with your insurance broker or insurer.

Estimates

The cost assessment herein has been calculated based upon dimensions, measurements, calculations ascertained by performing a site inspection to record measurements, construction type and general site improvements. Drawings and plans may have been provided by the client

3.0 DEFINITIONS

Insurable Value	The total cost of reconstruction of the subject property on the basis that the building/s may be replaced on the same site 'as new' which includes the reconstruction of the building/s to have the same functional use as is current in the existing building/s, built to current regulations and legislative requirements.
Replacement and Reinstatement Cost	The cost of reinstatement and replacement of the complete building and improvements includes the anticipated value of a building contract as at the date of assessment. All calculations are based on construction costs that are applicable in the building industry at the date of assessment. The assessment includes an estimated allowance for the time it will take to rebuild the building in its entirety, taking into account all required approvals of local councils and other statutory authorities, removal of dangerous materials, contingency for delays due to objections from local communities and court appeals, and other relevant considerations.
Building Improvements	Defined as consisting of units, balconies, stairwells, shared laundry facilities, store rooms, garages, carports, car parks, roadways, paving, fencing, retaining walls, landscaping and services including the supply of electricity, gas, telephone and water. Exclusions are special improvements and contents/chattels such as, but not limited to, floor coverings, window furnishings and furniture, which should be covered under additional insurance cover taken out by individual lot owners.
Demolition and Removal of Debris	Demolition and removal of debris costs have been calculated to include, but are not limited to, making safe, providing temporary protection and shoring, removal of debris including existing footings and demolition works. Assumptions as to the likelihood of the presence of hazardous materials have been made in relation to the assessment of the building, its age, construction type, materials used and any information provided by the instructing party.
Professional Fees	Professional fees are all fees payable to professional people or companies, employed or consulted in the course of rebuilding or replacement of the building, as well as all costs associated with terminating existing schemes and authorisation of new plans. Professionals include, but are not limited to, the following disciplines: Project Manager, Architect, Quantity Surveyor, Fire Engineers, Building Surveyor, Structural Engineer, Electrical and Mechanical Engineers, Land Surveyor, Solicitors, Council Fees and Environmental Consultants.
Escalation Costs	The escalation of costs allows for any anticipated inflation applied to the material and labour costs involved during the period between commencement of the insurance period and full reinstatement of the building/s. A nominal 24 month inflation period has been applied to calculations and it is recommended that the Owners Corporation discuss their particular requirements with their insurer/broker, as in some instances, a longer period may be required.
Goods and Services Tax	All amounts and values expressed in this report are inclusive of GST unless otherwise specified.

4.0 PROPERTY IDENTIFICATION

Property Address	9-11 Collaery Avenue, Fairy Meadow NSW 2519
Legal Description	The subject property is contained within Strata Plan 9858

5.0 SITE DETAILS

Land Area	1,656.6 square metres
Zoning	R2 (Low Density Residential)
Planning Scheme	Wollongong Local Environmental Plan 2009
Local Government	Wollongong City Council
Restrictions	Acid Sulfate Soils – Class 5
Services Connected	Electricity, telephone, sewer, town water, natural gas are all connected or available for connection.

6.0 LOCATION

The subject property is situated at Fairy Meadow, an established residential / light industrial beachside suburb on the south coast located approximately 3.5 kilometres north from the Wollongong Central Business District. This area is well serviced by bus and train transport, local parks, Fairy Meadow Beach and The University of Wollongong Campus East. More substantial shopping facilities are located in surrounding suburbs. The property is on the southern side of Collaery Avenue.



Source: CoreLogic

7.0 IMPROVEMENTS

7.1 DESCRIPTION OF IMPROVEMENTS

Style	A residential development of 15 attached units in a four level brick residential flat building
Construction Year	Built about 1975
Flooring	Concrete
External Walls	Brick
Cladding Coverage	There are no observed clad materials used in the construction of the subject development
Roof	Concrete tile
Windows	Aluminium
Internal Walls	Assumed exposed and rendered brick
Accommodation	It is assumed that there are a mix of one and two bedroom units
Car Parking	Single garage under for lots 6, 11, 12, single undercroft car space for lots 3, 4, 8, 9, 13, & 14, single detached carport for lot 1 and single off-street car spaces for lots 2, 5, 7, 10 & 15
Automation & Security	Locks and perimeter lighting
Major Plant	Nil noted
Passenger Lift	Nil noted
Safety Systems	Nil noted
Ancillary Improvements	Other improvements include a balcony to each unit. Lot 1 has a basement storage area of 74sqm. Common improvements include common foyers and stairwells, concrete driveway and paving, Colorbond fencing, dwarf brick fence, brick letterboxes and established, basic landscaping.

Mature Trees

Please note that although we have provided an allowance for landscaping in this assessment, we have not covered the cost of replacing mature trees.

Additions

Please note all additions by way of either structural or ground improvements above the level of the original approvals, are the responsibility of the individual lot owner, and should be insured privately by them.

7.2 CONDITION OF IMPROVEMENTS

Exterior Building Condition Average

Common Amenities Condition Average

Ancillary Improvements Condition Average

Building Amenities Condition

Please note that no documentation or certification has been sighted to verify the condition of building services, and we have assumed that building services are operational and satisfactorily maintained unless stated otherwise.

Condition Reports

Please note that no condition reports have been sighted on the building and/or its plant equipment, nor have we inspected unexposed or inaccessible sections of the building. We therefore cannot comment on the structural integrity, any defects, rot or infestation of the building/s, any use of asbestos or other materials now considered hazardous, or areas of non-compliance with the Building Code of Australia, other than those stated herein.

8.0 INSURANCE RISK ANALYSIS

Fire Protection	The subject property has basic fire-fighting services.
Security	The building has basic building security which includes locks and perimeter lighting.
Dangerous Materials	No dangerous or highly flammable materials were noted on site.
Asbestos	Given the construction era of the development, building materials with asbestos content is likely. We have been provided with an asbestos register and management plan supplied by 'Asbestos Reports', dated 17/09/2012. This outlines that it is likely there is asbestos in the eaves of the building only. In the event asbestos was found to exist this could impact on removal of debris costs. This has been taken into account in our valuation assessment herein.
Contamination	Our insurance valuation has been based upon the assumption that there are no actual or potential contamination issues which would require remediation in the event of a loss. Such risks have not been reflected by the valuer in the assessment of the insurance valuation.
Environmental Perils	The property is situated in an area which has not experienced any major or catastrophic events in modern history.
Other Potential Risks	None known or apparent.

9.0 INSURANCE ASSESSMENT CALCULATIONS

Date of Assessment	29 November 2022	
Estimated Project Period	24 months	
Reinstatement & Replacement of Building/s (including Contingency)	\$4,080,431	
Demolition & Removal of Debris	\$206,150	
Professional Fees	\$408,043	
Predicted Escalation during Reconstruction Period	\$375,570	
GST on the sum of all net costs	\$507,019	
<u>TOTAL INSURED VALUE</u>	\$5,577,214	<u>adopt \$5,580,000</u>
Estimated Emergency Accommodation/Loss of Rental	\$837,000	

Please note that this assessment does not include external works beyond the property boundary, finance charges for reconstruction and/or additional costs arising from unexpected delays in obtaining approvals caused by appeals or unforeseen factors.

The figure we provide for 'Estimated Emergency Accommodation/Loss of Rental' is an estimate, given the information which has been made available to us. Some insurers cover loss of rent and temporary accommodation in addition to the sum insured. Therefore, the 'Estimated Emergency Accommodation/Loss of Rental' figure should be an additional item to be insured.

10.0 VALUATION CERTIFICATE

Date of Inspection: 29 November 2022

Date of Assessment: 29 November 2022

Subject to the assumptions and stipulations contained in this report, it is our professional opinion that the current reinstatement and replacement value of the subject property, as at the inspection date, 29 November 2022, is;

\$5,580,000

(Five Million Five Hundred Eighty Thousand Dollars) GST inclusive

- *This valuation is for the private and confidential use only for the specific purpose for which it has been requested. No third party is entitled to use or rely on this report in any way and neither the valuer, nor the valuation firm shall have any liability to any third party who does.*
- *This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to particular properties). This firm does not accept liability for losses arising from such subsequent changes in value.*
- *Only a signed original of this valuation, either in electronic or hard copy form, should be relied upon, and no responsibility will be accepted for photocopies of the report.*
- *No part of this valuation, or any reference to it, may be included in any other document, or reproduced or published in any way, without written consent from this firm, of the form and context in which it is to appear.*
- *This valuation should be read in its entirety, inclusive of any summary and annexures. The valuer and valuation firm does not accept any responsibility where part of this report has been relied upon without reference to the full context of the report.*

REPORT PREPARED BY

Signatory



Simon Young
Senior Valuer/Director
AAPI CPV, B.Bus (Property)
70341

Co-Signatory



Rachael Vilarinho
Senior Valuer/Director
AAPI CPV, B. Bus (Property Economics)
69819

Qualifications
API Member No.

Whilst not having inspected the property, I, the counter signatory, have reviewed the draft valuation and working papers, and based upon that review and appropriate questioning of the Valuer obtained a reasonable satisfaction that the value opinion contained in the valuation has been reached, based on reasonable grounds.

Report Generated Date 30 November 2022
Assessment Expiry 90 days from the date of Valuation

11.0 ASSUMPTIONS, CONDITIONS AND LIMITATIONS

This valuation report is subject to the qualifications and assumptions set out within this report. The conditions, qualifications and recommendations contained within this report should be acted upon where appropriate. This report has been made on the following additional assumptions:

Report Purpose	This report is for insurance purposes and is <i>not</i> an assessment of market value of the property. This assessment is strictly confidential to the owners, their brokers and insurers and is for the use of the parties to whom the report is addressed.
Reassessment	We strongly recommend that reassessment of the building insurance be undertaken at regular intervals.
Catastrophe Situations	Some insurance policies include a provision of optional extra cover for a catastrophe situation which is a sudden widespread event that causes substantial damage to property over a large area and may result in the Insurance Council of Australia issuing a catastrophe code. This may result in unpredictable increases in building costs. It is recommended that the client discuss the optional extras with their broker/insurance company prior to taking out their policy.
Reconstruction Permissions	The assessment set out in this report is based on the replacement of improvements in their current configuration and size. In the event of a major loss, the existing improvements may not be permitted to be reconstructed as they exist. We recommend this matter should be further discussed with the insurers of the property to determine if further insurance cover is necessary in such event.
Hazardous Building Materials	Where our inspection did not observe the presence of cladding, this should not be taken as confirmation that the subject building is not affected by cladding issues. The valuer is not suitably qualified to identify situations where defective building materials or methods may have been used during the construction process, nor is the valuer able to advise on any possible associated implications. The reader of this report must, to their satisfaction, make their own enquiries regarding the nature of the building construction materials and methods.
Third Parties	No liability or responsibility is accepted for loss or damage or any other subsequent consequences which may arise as a result of any other party acting on or using, the details and assessments made within this report. The assessment herein is our professional opinion of a realistic assessment of the insurable value of the described building/s and improvements, and, as such, should be used as a guide for insurance purposes only.

PHOTOGRAPHS



Letterboxes



Driveway



Typical Car Accommodation



Entry



Body Corporate Brokers Pty Ltd
 Level 10, 15 Castlereagh Street
 Sydney NSW 2000
 Ph: 02 9024 3850
 Email: nsw@bcb.com.au
 A.B.N. 95 002 809 298
 A.F.S.L. 244529

RENEWAL TAX INVOICE

The Owners Of Strata Plan 9858
 C/- Body Corporate Services
 PO Box 444
 BROADBEACH QLD 4218

Date: 28/01/2026
 Invoice Number: 1163341
 Key Contact: Chris Schmidt

Thank you for using our services to arrange this insurance cover.

Brief details of the cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	CHU Residential
Insured	The Owners Of Strata Plan 9858
Description	9-11 Collaery Avenue, Fairy Meadow NSW 2519
Insurer	CHU Underwriting Agencies
Policy Number	26A006472UPK
Period of Insurance	01/02/2026 to 01/08/2026

Premium	FSL	Insurer Agency Policy Fee	Insurer Total GST	Stamp Duty	Admin Fee	Admin Fee GST	Invoice Total
\$6,873.25	\$ 922.70	\$ 150.00	\$ 794.60	\$ 771.80	\$ 913.00	\$ 91.30	\$10,516.65

Insurer commission included within base premium = \$1,374.63 excl GST

Payment Options



DEFT Reference Number
405076211633417

Pay by credit card or registered bank account at www.deft.com.au. Payments by credit card may attract a surcharge.



Name: The Owners Of Strata Plan 9858
Invoice No: 01163341
Total: **\$10,516.65**
Due Date: **15/02/2026**



*498 405076 211633417

Pay in-store at Australia Post by cheque or EFTPOS



Biller Code: 20362
Ref: 405076211633417

Total Due: \$10,516.65

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

CHU RESIDENTIAL STRATA POLICY SUMMARY

Insured: The Owners Of Strata Plan 9858

Situation: 9-11 Collaery Avenue, Fairy Meadow NSW 2519

SECTIONS

POLICY 1 – BUILDING & COMMON CONTENTS

Building(s)	\$	6,459,548
Loss of Rent/Temporary Accommodation	\$	968,932
Common Area Contents	\$	64,596
Lot Owners' Fixtures and Improvements (per lot)	\$	250,000
Fusion of an electric motor not exceeding \$5,000 in value		Included
Flood		Excluded

Optional Extensions

Catastrophe Insurance		Not Selected
Machinery Breakdown	\$	10,000
Lot Owners' Contents Inclusion (per lot)		Not Selected

POLICY 2 – LEGAL LIABILITY

Indemnity limit	\$	30,000,000
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POLICY 3 – VOLUNTARY WORKERS

Death	\$	300,000
Total Disablement	\$	3,000

POLICY 4 – FIDELITY GUARANTEE

Fidelity Guarantee	\$	250,000
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POLICY 5 – OFFICE BEARERS LIABILITY

Indemnity limit	\$	5,000,000
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POLICY 6 – GOVERNMENT AUDIT COSTS & LEGAL EXPENSES

Government audit costs	\$	25,000
Appeal expenses – Common property health and safety breaches	\$	100,000
Legal defence expenses	\$	100,000

Excesses:

Policy 1	Water damage	\$	5,000
Policy 1	Exploratory Costs – Burst Pipes	\$	5,000
Policy 1	Earthquake (per claim or series of claims occurring over a period of 72 hours)	\$	1,000
Policy 1	All Other Claims	\$	2,500
Policy 1	Machinery Breakdown	\$	2,500
Policy 2	Property Damage	\$	5,000
Policy 2	Personal Injury	\$	5,000
Policy 6	Legal Defence Expenses	\$	1,000

This Policy has been written through:
CHU Underwriting Agencies Pty Ltd.

Body Corporate Brokers Pty Ltd

ABN 18 001 580 070.
Level 33, 101 Miller St, North Sydney NSW 2060
CHU Underwriting Agencies Pty Ltd is underwritten
by
QBE Insurance (Australia) Limited
ABN 28 008 485 014
388 George Street, Sydney, NSW, 2000

SPECIAL TERMS AND CONDITIONS

The following terms and conditions are subject to the terms received from your insurer.

Flood Exclusion

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

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

any of the following:

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

Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Section 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

This is a summary only. Full Terms and Conditions are as per the Insurer's Product Disclosure Statement/Policy Wording.

Body Corporate Brokers Pty Ltd

NOTICE TO INTENDING INSURED

General Advice Warning

Any reference in this document to "you" or "your" is a reference to the insured.

Any advice we provide in this document is of a general nature only and may be based on incomplete or inaccurate information, and details about policies of insurance represent summary information only. Before acting on this advice you should consider its appropriateness in light of your particular objectives, needs and financial situation. For full details, terms and conditions, limits and exclusions in respect to any policy of insurance you should refer to the policy summary in this document, the policy wording, and to the relevant Product Disclosure Statement (PDS) which is available from your strata manager, our website, or by contacting us. For more information about BCB's significant relationships and remuneration arrangements please refer to our Financial Services Guide.

Important Notices

We draw your attention to the following important notices which may affect claims settlements under your policy. These notices are provided in the context of our general advice to you. Please carefully review your policy documents and schedule to ensure you understand the conditions for your own particular circumstances. For any questions you may have concerning the cover provided please contact BCB.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and if so, on what terms. You also have the ongoing obligation to truthfully and accurately answer any requests for information from either BCB or your insurer.

You have the same duty to disclose those matters to the insurer before you **renew, extend, vary or reinstate a contract of general insurance.**

You do not need to disclose any matter that:

- That diminishes the insurer's risk
- That is of common knowledge
- That the insurer knows or as an insurer should know; or
- That the insurer tells you they do not need to know

Consequence of Non-Disclosure

If you fail to comply with your duty to disclose, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its beginning.

Remuneration Disclosure

Itemised Insurance Costs	
Base Premium (includes commission from insurer)	\$ 6,873.25 \$ 1,374.63 (20.0%)
ESL or FSL	\$ 922.70
Stamp Duty	\$ 771.80
Underwriting Agency Fee	\$ 150.00
Broker Fee (as a % of base premium)	\$ 913.00 (13.3%)
GST – all items	\$ 885.90
Total Insurance Cost	\$ 10,516.65
Allocation of Strata Insurance Remuneration	
Strata Management Company share of remuneration (ex GST)	\$ 1,374.63
Broker share of remuneration (ex GST)	\$ 913.00
Conflicts of Interest	Body Corporate Brokers Pty Ltd (BCB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's

Body Corporate Brokers Pty Ltd

	<p>best interests at all times. As a member of the National Insurance Brokers Association, we adhere to their Insurance Broker's Code of Practice, and we are licensed and regulated by the Australian Securities and Investments Commission.</p> <p>Important information about BCB and how we conduct our business with your Strata Management Company are contained within the Financial Services Guide (FSG) provided with this report.</p>
Best Interest Declaration	<p>In preparing this broker advice Body Corporate Brokers and your strata management company (where applicable) have acted in the best interests of the insured at all times.</p> <p>Alistair Gibney Managing Director & Responsible Officer Body Corporate Brokers Pty Ltd</p> <p>BCS Wollongong</p>

The above breakdown contains the following standard abbreviations;
Emergency Services Levy (ESL), Fire Service Levy (FSL) & Goods & Services Tax (GST)

Average or Co-insurance Clauses

Some policies contain an "average" or "co-insurance" clause which may reduce the amount of a claim payable under the policy. Consequently, where property is insured for less than full replacement value, owners may find they are liable to pay a portion of the loss or damage as self-insured.

In any policy, the insurer's maximum liability is limited to the sum insured or policy limit. Therefore it is very important that owners select sums insured which represent full replacement value for property or other limits under their policy which reflect their potential exposure to financial loss

'Claims Made and Notified' Provisions

Sections of your insurance policy relating to Office Bearer's Liability, and where applicable sections covering Government Audit Costs and Legal Expenses, are arranged on a 'claims made and notified' or similar basis. This means that (subject to the other terms of the policy) these sections of the policy only provide cover for claims first made against you and notified to the insurer during the period of insurance. You should therefore ensure that any incident – or notice that is given to you – that may give rise to a claim is reported to BCB without delay when such incident or notice first comes to your attention.

Major Exclusions and Uninsured Risks

Please also note that policy sections not selected by you are marked in our summary as "Not Selected" or "Not Insured". If you believe that you require cover for any of these Uninsured Risks exposures or any other major perils currently excluded, please contact us to discuss your options.

Cooling Off Period

All policies are subject to a minimum cooling off period of 14 days, most strata insurers specify 21 days. Terms of the cooling off period – including the amount of premium that may be refunded – will vary across insurers and policies. Please refer to your PDS for your insurer's cooling off period. If you wish to cancel during the cooling off period, you must tell us during this period and we will notify the insurer.

Sums Insured

BCB has not reviewed the adequacy of the sums insured selected, and strongly recommends that you carefully consider whether the sums insured you have selected are sufficient. If you determine that your level of cover is insufficient, please contact us to arrange amendment.

Flood

We draw to your attention that flood is often a standard exclusion under the policy, please refer to your policy summary, PDS and policy wording to see if you have flood cover. If you specifically believe that you require cover for flood, please contact us to discuss your options.

New Claims

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date the insurers have quoted their terms and the inception date of the cover. If claims do occur during this period, the insurers have the right to revise their terms quoted or withdraw their quotation.

Body Corporate Brokers Pty Ltd

Hold Blameless/Waiver of Rights/Subrogation

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your insurer's chance of recovery from a third party, your insurers may have the right to refuse to indemnify you for such loss where it is shown that your insurer's rights of recovery have been prejudiced by your action.

Others Parties' Interest

This contract only covers the interest in the property of the named insured and does not extend cover to the interest of any third party in such property.

Complaints and Disputes

Clients who are not fully satisfied with our services should contact our Complaints Officer (02 9024 3850). We are members of the Financial Ombudsmen Service (FOS) and its successor the Australian Financial Complaints Authority (AFCA). BCB adopts the General Insurance Brokers Code of Practice. Further information is available from our office, or contact FOS or AFCA at:

Financial Ombudsman Service Australia
if lodged before 1 November 2018;
Online : www.fos.org.au
Email : info@fos.org.au
Phone: 1800 367 367
Mail : Financial Ombudsman Service Limited
GPO Box 3 Melbourne VIC 3001

Australian Financial Complaints Authority
if lodged on or after 1 November 2018;
Online : www.afca.org.au
Email : info@afca.org.au
Phone 1800 931 678
Mail : Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

Refund of Premiums

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, Body Corporate Brokers reserves the right to retain all commission, broker fees and similar charges.

Insurance Report

Owners Corporation for Plan No. 9858

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

Policy number : 26A006472UPK

Insurance Policy Details

Policy Number: 26A006472UPK
Period of Insurance: 1 February 2026 to 1 August 2026
Insurance Company: CHU/QBE Insurance Limited
Broker (if any): Body Corporate Brokers Pty Ltd (NSW)
Amount of Premium: \$ 10,516.65
Paid Date: 30 January 2026

Policy Type	Amount of cover	Excess
Workers Compensation Insurance	Not Insured	0.00
Voluntary Workers Insurance	\$200000/2000	0.00
Property, Death and Injury (Public Liability)	\$30,000,000	0.00
Paint	Included	0.00
Office Bearers Liability Insurance	\$5,000,000	0.00
Machinery Breakdown Insurance	\$10,000	0.00
Lot Owner's Fixtures and Improvements	\$250000	0.00
Loss of Rent	\$968,932	0.00
Legal Defence Expenses	\$50,000	0.00
Government Audit Costs	\$25,000	0.00
Fusion Cover	Not Insured	0.00
Flood	Excluded	0.00
Floating Floors	Included	0.00
Fidelity Guarantee Insurance	\$100,000	0.00
Damage (i.e. Building) Policy	\$6,459,548	2,500.00
Community Income	Not Insured	0.00
Common Area Contents	\$64,596	0.00
Building Catastrophe	Not Insured	0.00
Appeal Expenses	\$100,000	0.00

Note

Record Created: 29/01/2026 @ 1:00:01 am (AEDST) □ BCB Contact Details: □ nsw@bcb.com.au □ 02 9024 3850 □ BCB Invoice No. 1163341 □ Excesses: □ Water Damage: \$ 5,000 □ Machinery Breakdown: \$ 2,500 □ Burst Pipes: \$ 5,000 □ Legal Defence: \$ 1,000 □ All Other Claims: \$ 2,500

THE MINUTES OF THE ANNUAL GENERAL MEETING

THE OWNERS, MORTGAGEES AND COVENANT CHARGEES OF LOTS IN 9858

9-11 COLLAERY AVENUE FAIRY MEADOW

These are the minutes of the Annual General Meeting for The Owners – No 9858 held at Level 5, 40 Young St, Wollongong, NSW, 2500 commencing at 3:30 PM on Wednesday 26 November 2025.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
1	Caitlin Manganaro	Owner present
2	Ozkan Turanli	Owner present
3	Aureliano Morillas	Owner present
15	Lorraine Hince	Owner present

In Attendance

Nahrana Giblett representing BCS Strata Management Pty Ltd.

Chairperson

Nahrana Giblett (Under delegation)

Secretary

Nahrana Giblett representing BCS Strata Management Pty Ltd under delegated authority.

1. MINUTES

1.1 Minutes

That the minutes of the last general meeting of the owners corporation, held on 19 November 2024, be confirmed as a true record of the proceedings of that meeting.

Note: A copy of the minutes of the previous meeting can be accessed online via your customer portal or by contacting our office.

Motion Result: Passed by Simple Majority

2. COMPLIANCE AND ASSET MEASURES

2.1 Conduct of Meetings via Electronic Means

That the owners corporation consent to the conduct of future general meetings to be held via electronic means including pre-meeting electronic voting as determined by the secretary.

Motion Result: Passed by Simple Majority

2.2 Environmental Sustainability

That the owners corporation:

- a. Consider environmental sustainability within the scheme, including reviewing the common property's annual energy and water consumption and expenditure;
- b. Identify potential opportunities to improve environmental performance, including the feasibility of installing or upgrading sustainability infrastructure (e.g electricity meters, solar panels, battery systems, or the use of sustainable building materials)
- c. Determine whether to proceed with a feasibility study to assess the viability, costs, and benefits of such improvements and if so authorise the strata committee to undertake the necessary steps to facilitate that study; and
- d. Consider any anticipated sustainability-related works or upgrades when preparing the capital works fund plan and approving capital works fund budget estimates

Motion Result: Defeated by Simple Majority

2.3 Capital Works Fund Plan

That BIV Reports be appointed to prepare a 5-year review of the existing capital works fund plan and that the strata managing agent be instructed to issue a work order for this purpose.

Date of last plan obtained 15 July 2020.

Motion Result: Defeated by Simple Majority

2.4 Annual Fire Safety Statement – Engagement of Fire Safety Practitioner

That due to the scheme not having a fire safety schedule and uncertainty around the necessity to provide an annual fire safety statement, that the strata managing agent be instructed to obtain quotations for the engagement of an accredited fire safety practitioner to inspect, assess and verify all fire safety measures present within the scheme, and if required provide the annual fire safety statement. Further, that the quotations be presented to the strata committee for review and approval.

Motion Result: Defeated by Simple Majority

2.5 Window Safety Devices Reinspection

That the owners corporation undertake an inspection of all window safety devices installed to windows within the scheme to ensure the owners corporation comply with their obligations under the Act and that the appointment of an appropriately qualified contractor to undertake this inspection be delegated to the strata committee. Further, that the strata managing agent be instructed to issue a work order for this purpose.

Motion Result: Defeated by Simple Majority

2.6 Window Safety Devices - Installation

That following the inspection of window safety devices the owners corporation authorise the strata committee to make arrangements for the installation, maintenance, or repair of any required window safety devices within the scheme to ensure the owners corporation comply with their obligations under the Act.

Motion Result: Defeated by Simple Majority

2.7 Safety Audit Report

That the owners corporation appoint a consultant to undertake a safety audit report of the scheme to identify any risks that may affect the common property. Further, that the strata managing agent be instructed to obtain quotations for this purpose for review and approval of the strata committee.

Last report obtained: 22 August 2025.

Motion Result: Defeated by Simple Majority

2.8 Asbestos Survey

That the owners corporation review the asbestos survey prepared by BIV Reports on 17 September 2012 noting what actions have been taken to date and those yet to or needing to be taken.

Motion Result: Defeated by Simple Majority

2.9 Pest Management

That the owners corporation engage an appropriately licensed contractor to undertake an inspection of the common property to identify and treat any areas of concern for the prevention of pests. Further, that the strata managing agent be instructed to issue a work order for this purpose.

Last inspection completed: 12 December 2024.

Motion Result: Passed by Simple Majority

2.10 Residual Current Device Testing

That the strata managing agent be instructed to engage a suitable qualified contractor to undertake the two (2) yearly testing of all common property residual current devices (RCD's) at the scheme. Further, that the strata managing agent be instructed to issue a work order for this purpose.

Motion Result: Defeated by Simple Majority

2.11 Utility Supply Agreements

That the owners corporation consider the following utility supply agreements in place or other utility relevant to the scheme and determine any action required.

Utility	Supplier	Contract Length	Contract Expiry Date	Cost Per Annum
Electricity	Origin	Ongoing	Ongoing	\$798.22
Water	Sydney Water	Ongoing	Ongoing	2,662.78
Gas				
Telephone				

Motion Result: Defeated by Simple Majority

2.12 Engage Services of an Energy Broker

That the owners corporation instruct the strata managing agent to engage the services of an energy broker to assist the strata committee with the negotiation of utility agreement/s and for these purposes be authorised to sign a letter of authorisation with the broker.

Motion Result: Defeated by Simple Majority

2.13 Energy Services - Representative Appointment

That the owners corporation authorise the Managing Agent to liaise with the appointed energy broker including providing scheme utility data and information as required.

Motion Result: Defeated by Simple Majority

2.14 Energy Services - Delegation of Functions

That the owners corporation authorise the strata committee to evaluate the analysis from the energy broker and approve new utility agreement/s on behalf of the owners corporation, if required.

Motion Result: Defeated by Simple Majority

2.15 Energy Services - Authorisation to Execute

That the owners corporation authorise:

- a. two members of the strata committee to sign approved single-site utility agreements/s on behalf of the owners corporation; and
- b. the strata managing agent to sign approved multi-site utility agreement/s on behalf of the owners corporation.

Motion Result: Defeated by Simple Majority

2.16 Engagement of Contractors

That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements	<ol style="list-style-type: none">1. Must be registered as a business for tax purposes in Australia2. Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)3. Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)4. Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader5. Must hold all licences as relevant to services provided6. Must have an established Quality Management system (Consultants only)7. Must have an established Health & Safety Management system8. Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ol style="list-style-type: none">1. Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.2. Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Motion Result: Passed by Simple Majority

3. INSURANCES AND VALUATION

3.1 Confirmation of Insurances

That the owners corporation confirm the following insurance policies are currently in place:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
26A006472 UPK	CHU UNDERWRITING AGENCIES	01 Feb 2026	Loss Of Rent/Temporary Accommodation	\$922,792.00
			Damage (i.e. Building) Policy	\$6,151,950.00
			Common Area Contents	\$61,520.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
			Personal Accident/Voluntary Workers	\$300,000.00 / \$3,000.00
			Fidelity Guarantee Insurance	\$250,000.00
			Office Bearers Liability Insurance	\$5,000,000.00
			Government Audit Costs	\$25,000.00
			Government Audit Costs - Appeal Expenses	\$100,000.00
			Legal Defense Expenses	\$100,000.00
			Lot Owner's Fixtures and Improvements	\$250,000.00
TOTAL PREMIUM: \$16,835.61				

Date on which the premiums were last paid: 10 February 2025.

Motion Result: Passed by Simple Majority

3.2 Loss of Rent and Temporary Accommodation

That the owners corporation acknowledge that the loss of rent and temporary accommodation cover only benefits lot owners, not tenants and considers having the loss of rent insured value reviewed and/or valued by a company appointed by the strata committee.

Motion Result: Passed by Simple Majority

3.3 Additional Insurances

That the owners corporation extend their insurances to include non statutory insurances not listed in the above table. (e.g. fusion, flood cover, and machinery breakdown).

Motion Result: Defeated by Simple Majority

3.4 Workers Compensation

That the owners corporation confirm that it does not employ workers, with total annual wages exceeding \$7,500 and therefore will not require workers compensation insurance.

Motion Result: Passed by Simple Majority

3.5 Insurance Disclosures

That the owners corporation acknowledge their obligation and thereby authorise the strata managing agent, to provide and/or disclose to the insurer, either upon renewal or throughout the policy period, any item requiring disclosure under the policy including a work, health and safety report, defects report and the like.

Motion Result: Passed by Simple Majority

3.6 Informed Consent

That the owners corporation provide **informed consent** for BCB Brokers as the insurance broker, to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy.

A portion of this commission may be shared with the Agent, as an Authorised Representative of BCB Brokers as per the terms of your management agreement.

The exact amount or percentage of commission payable will be disclosed in the Insurance Report provided with each renewal or quotation.

The owners corporation further authorises the Managing Agent to retain records of this consent on behalf of the scheme for compliance with ASIC regulatory requirements.

Motion Result: Passed by Simple Majority

3.7 Authorisation of Insurance Renewal

That the owners corporation authorise the strata managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Motion Result: Passed by Simple Majority

3.8 Insurance Valuation

That the strata managing agent be instructed to arrange for building replacement cost valuation to be obtained for insurance purposes prior to the expiration of the current policy period, noting the last valuation was undertaken on 29 November 2022 and that, where a valuation is obtained that the strata managing agent be instructed to update the sum insured upon receipt and pursuant to the valuation (noting that the valuation amount may be greater or less than the existing sum insured).

Motion Result: Defeated by Simple Majority

4. FINANCIAL MANAGEMENT

4.1 Financial Statements

That the unaudited financial statements including the statement of key financial information for the period ending 30 September 2025 be adopted.

Motion Result: Passed by Simple Majority

4.2 Appointment of Auditor

That Kelly & Partners be appointed as auditors for the owners corporation for the financial year ending 30 September 2026.

Motion Result: Defeated by Simple Majority

4.3 Budget

That the statement of estimated receipts and payments (budget) for the administrative fund and capital works fund for the 12-month period, 01 October 2025 to 30 September 2026 be tabled and adopted.

Motion Result: Passed by Simple Majority

4.4 Contribution: Administration Fund

That contributions to the administrative fund be estimated and determined in accordance with the Act at \$47,000.00 in instalments set out in the table below:

ADMINISTRATIVE FUND

Levy Status	Due date	Amount
Already Issued	01/12/2025	\$10,588.88
To be Issued	01/03/2026	\$12,137.04
To be Issued	01/06/2026	\$12,137.04
To be Issued	01/09/2026	\$12,137.04
Total		\$47,000.00

Motion Result: Passed by Simple Majority

4.5 Contribution: Capital Works Fund

That contributions to the capital works fund be estimated and determined in accordance with the Act at \$21,000.00 in instalments set out in the table below:

CAPITAL WORKS FUND

Levy Status	Due date	Amount
Already Issued	01/12/2025	\$6,016.66
To be Issued	01/03/2026	\$4,994.45
To be Issued	01/06/2026	\$4,994.45
To be Issued	01/09/2026	\$4,994.44
Total		\$21,000.00

Motion Result: Passed by Simple Majority

4.6 Interim Levies

That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

ADMINISTRATIVE FUND

Interim Periods

Levy Status	Due date	Amount
To be Issued	01/12/2026	\$12,137.04
To be Issued	01/03/2027	\$12,137.04
Total		\$24,274.08

CAPITAL WORKS FUND

Interim Periods

Levy Status	Due date	Amount
To be Issued	01/12/2026	\$4,994.44
To be Issued	01/03/2027	\$4,994.44
Total		\$9,988.88

Motion Result: Passed by Simple Majority

4.7 Debt Management

Debt Management – Reminder Notices

That the owners corporation, for the purpose of collecting unpaid contributions, interest, and recovery costs where the debt is \$200.00 or more, or another amount determined at a general meeting, authorise the strata managing agent and/or the strata committee to do the following:

- a. step 1: issue a reminder notice 35 days after the contribution due date.
- b. step 2: issue first recovery letter 60 days after the contribution due date.
- c. step 3: issue second recovery letter 75 days after the contribution due date; and
- d. charge all reasonable costs incurred by the owners corporation when collecting/recovering the unpaid contributions and interest to the lot owner.

The owners corporation further authorise the strata committee to:

- e. approve payment plans, not exceeding 12 months, either generally or for specific lot owners.
- f. liaise, instruct, and prepare all matters with the owners corporation's debt collection agents, lawyers and/or experts in relation to any contribution recovery proceedings.
- g. amend the above debt management process as necessary; and
- h. waive interest and recovery costs including penalties, legal and other costs, arising out of the collection/recovery of unpaid contributions from the lot owner's account.

Debt Management - Recovery Activity

That Kemps Petersons Receivables be appointed to commence debt recovery action 106 days after the original date the contribution was due and where the debt is \$500.00 or more, or an amount determined at the general meeting, remains unpaid. Kemps Petersons Receivables to be authorised to undertake the following, but not limited to:

- a. issue a letter of demand.
- b. undertake phone demands.
- c. facilitate settlement negotiations.
- d. monitor payment plans.
- e. source owner contact details; and
- f. undertake field calls.

The owners corporation further authorise the strata committee to:

- g. obtain legal advice and/or retain legal representation of solicitors.
- h. 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 contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- i. enforce any judgment obtained in the recovery of contributions including commencing and maintaining bankruptcy or winding up proceedings; and file an appeal or defending an appeal against any judgment concerning the collection of contributions.

Motion Result: Passed by Simple Majority

5. STRATA MANAGING AGENT REPORT AND RE-APPOINTMENT

5.1 Commissions and Training Services Report

That the owners corporation acknowledge the strata managing agents report (shown below) disclosing commissions and training services paid and received in the last 12 months and those commissions and training services likely to be paid and received in the next 12 months.

Commissions Paid to Managing Agent	Commission Received in the Last 12 Months	Estimated Commissions Likely to be Received in the next 12 months
Insurance Commission	\$2,322.85	\$2,555.14
Community Sure Management Fees to Parent Entity (PICA)*1	\$0.00	NIL
Training Services Received from External Service Providers	Value of training services received	Estimated value of training services received in the next 12 months
Legal Service Providers: Chambers Russell Lawyers, Grace Lawyers, HWL Ebworth Lawyers, Bannermans Lawyers, Kerin Benson Lawyers, JS Mueller & Co, Holding Redlich, ADV Law, OMB Solicitors, Fletcher Lawyers, Sachs Gerace Lawyers	In excess of 10 hours per annum per strata manager Value estimated at \$250 in total	In excess of 10 hours per annum per strata manager Value estimated at \$250 in total
Insurance Service Providers: CHU Underwriting Agencies, BCB Strata Insurance Brokers, BAC Insurance Brokers, Whitbread Insurance Brokers, Honan Insurance Group, Driessen Insurance Brokers.	In excess of 10 hours per annum per strata manager Value estimated at \$250 in total	In excess of 10 hours per annum per strata manager Value estimated at \$250 in total

PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial and Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Motion Result: Passed by Simple Majority

5.2 Strata Managing Agent Appointment

That pursuant to the Act:

- a. BCS Strata Management Pty Ltd be appointed as strata managing agent of Strata Scheme No. 9858 for a 1 year Term commencing from 01 December 2025.
- b. the owners corporation delegate to the strata managing agent all the functions of:
 - i. the owners corporation (other than those listed in the Act); and
 - ii. its chairperson, treasurer, secretary, and strata committee, necessary to enable the strata managing agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement attached to the notice of meeting; and
- c. the delegation to the strata managing agent is to be subject to the conditions and limitations in the agreement.
- d. the owners corporation execute the agreement to give effect to this appointment and delegation.
- e. authority be given for the common seal of the owners corporation to be affixed to the agreement in accordance with the Act; and
- f. the delegations in this motion supersede all previous delegations.

Motion Result: Passed by Simple Majority

6 Appointment of Project Consultant

That the Owners Corporation consider the fee proposal submitted by BD Solutions dated 1 August 2025 in relation to the provision of consulting services with regard to the balcony remediation to all lots as outlined, as follows be approved:

2. FEE PROPOSAL

Item	Cost (\$)
Liaison	
Item (i)	\$ hourly rates
Scope of Works and Tender Services	
Item (ii) and (iii)	\$4,400 - \$5,280
Item (iv) and (v)	\$1,320 - \$1,540
Item (vi) and (vii)	\$1,320 - \$1,540
Construction Contract Services	
Item (viii)	\$1,080
Project Management	
<i>Design Documentation</i> Item (ix) to (xi)	To be confirmed following Item (vii), based on project duration
<i>Superintendent Services</i> Item (xii) to (xviii)	To be confirmed following Item (vii), based on project duration
<i>Project Closeout and As-built documentation</i> Item (xix) to (xxi)	To be confirmed following Item (vii), based on project duration

Schedule of Rates

Remedial Engineer \$ 220 /hour

Motion Result: Passed by Simple Majority

Notes: The meeting discussed the above fee proposal and passed the motion subject to a number of queries being answered by the Engineer.

7. STRATA COMMITTEE ELECTION AND GOVERNANCE

7.1 Committee Nominations

That written and oral nominations for election to the strata committee be received, declared, and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Strata Committee".

Motion Result: Passed by Simple Majority

7.2 Strata Committee Candidates - Disclosure of Connections

That the candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

Motion Result: Passed by Simple Majority

7.3 Number of Committee Nominations

That the number of members of the strata committee be determined as four (4).

Motion Result: Passed by Simple Majority

7.4 Committee Election

That the members of the strata committee be elected.

Caitlin Manganaro – Lot 1
Ozkan Turanli – Lot 2
Aureliano Morillas – Lot 3
Lorraine Hince – Lot 15

Motion Result: Passed by Simple Majority

7.5 Committee Restricted - Current

That any previous restrictions placed on the strata committee and in force prior to this meeting date be rescinded.

Motion Result: Passed by Simple Majority

7.6 Committee Restrictions - New

That there be no additional restrictions placed on the strata committee other than those currently imposed by the Act.

Motion Result: Passed by Simple Majority

7.7 Committee Restrictions - New

That in the event the preceding motion is defeated the owners corporation to determine those restrictions to be placed on the strata committee.

Motion Result: Passed by Simple Majority

8. NEXT ANNUAL GENERAL MEETING

8.1 Next Annual General Meeting

That the owner corporation either determine the date or delegate the strata committee to determine the date of the next annual general meeting

Motion Result: Passed by Simple Majority

Closure

There being no further business the Chairperson declared the meeting closed at 05:05 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

THE MINUTES OF THE COMMITTEE MEETING

THE OWNERS, MORTGAGEES AND COVENANT CHARGEES OF LOTS IN 9858

9-11 COLLAERY AVENUE FAIRY MEADOW

These are the minutes of the Committee Meeting for The Owners – No 9858 held at Level 5, 40 Young St, Wollongong, NSW, 2500 commencing at Immediately after AGM on Immediately after AGM

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
Lot 1	Caitlin Manganaro	Committee member present
Lot 2	Ozkan Turanli	Committee member present
Lot 3	Aureliano Morillas	Committee member present
Lot 15	Lorraine Hince	Committee member present

In Attendance

Nahrana Giblett representing BCS Strata Management Pty Ltd.

Chairperson

Nahrana Giblett (Under delegation)

Secretary

Nahrana Giblett representing BCS Strata Management Pty Ltd under delegated authority.

**MINUTES OF COMMITTEE MEETING
THE OWNERS - STRATA PLAN NO. 9858 – 9-11 COLLAERY AVENUE**

ADDRESS OF THE STRATA SCHEME: 9-11 COLLAERY AVENUE FAIRY MEADOW

1. DISCLOSURE OF PECUNIARY INTERESTS

1.1 DISCLOSURE OF PECUNIARY INTERESTS

That any direct or indirect pecuniary (financial) interest held by a member of the committee in relation to a matter being considered at this meeting be declared. Further, that any member making any such a declaration is not to be present or take part in the decision-making process regarding that matter.

Motion Result: Passed by Simple Majority

2. MINUTES

2.1 CONFIRMATION OF MINUTES

That the minutes of the last Strata Committee meeting, held on **31/01/2025**, be confirmed as a true record and account of the proceedings at that meeting.

Motion Result: Passed by Simple Majority

3. OFFICE BEARERS

3.1 OFFICERS

That the chairperson, secretary and treasurer of the Strata Committee be appointed.

Chairperson – Ozkan Turanli
Secretary – Caitlin Manganaro
Treasurer – Aureliano Morillas
Member – Lorraine Hince

4. STRATA COMMITTEE PROTOCOLS AND PROCEDURES

4.1 STRATA COMMITTEE COMMUNICATION PROTOCOLS

That the committee discuss and confirm communication protocols for the members, including email correspondence between meetings.

Motion Result: Passed by Simple Majority

4.2 STRATA COMMITTEE CODE OF CONDUCT

That the strata committee consider the adoption of a Code of Conduct for committee members and owners or visitors attending committee meetings.

Motion Result: Passed by Simple Majority

**MINUTES OF COMMITTEE MEETING
THE OWNERS - STRATA PLAN NO. 9858 – 9-11 COLLAERY AVENUE**

ADDRESS OF THE STRATA SCHEME: 9-11 COLLAERY AVENUE FAIRY MEADOW

4.3 INVOICE APPROVAL

That the committee nominate a member to be authorised to review and manage online invoice approvals on behalf of the scheme

Motion Result: Defeated by Simple Majority

5. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

5.1 REPRESENTATIVE

That a member of the Committee be nominated to liaise with the managing agent and be the scheme's contact point.

Caitlin Manganaro

5.2 SUBSTITUTE REPRESENTATIVE

That a member of the Committee be nominated to liaise with the managing agent as the scheme's substitute contact point.

Aureliano Morillas

6. PRE-MEETING ELECTRONIC VOTING

6.1 PRE-MEETING ELECTRONIC VOTING - AUTHORISATION

That the Strata Committee consent to the conduct of future committee meetings to be held via electronic means including pre meeting electronic voting as directed and determined by the secretary.

Motion Result: Passed by Simple Majority

CLOSURE: There being no further business, the chairperson declared the meeting closed at 05:10 PM.

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. 9858

1 October 2025 to 30 September 2026

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

Expenditure	Actuals 10/24 - 09/25	Budget 10/24 - 09/25	Budget 10/25 - 09/26	Variance \$
Cleaning Service	4,692.05	3,600.00	4,000.00	400.00
Cleaning Service - carpets	-	-	1,000.00	1,000.00
Electricity	798.22	1,100.00	1,000.00	(100.00)
Garden/Lawn Maintenance	2,772.00	2,500.00	3,000.00	500.00
Insurance Premiums	16,835.61	19,000.00	21,000.00	2,000.00
Owners Corporation Manager - NSW Strata Hub - Annual	150.00	155.00	155.00	-
Owners Corporation Manager - Taxation Management	287.00	273.00	305.00	32.00
Owners Corporation Manager - additional services	2,538.59	2,500.00	2,700.00	200.00
Owners Corporation Manager - debt recovery	209.00	-	-	-
Owners Corporation Manager - disbursements	2,601.53	2,450.00	2,800.00	350.00
Owners Corporation Manager - management fees	4,386.92	4,422.00	4,650.00	228.00
Owners Corporation Manager - work order/quotes	572.00	350.00	650.00	300.00
Pest Control Services	1,705.00	-	1,800.00	1,800.00
Taxes, Fees & Charges - NSW Strata Hub Registration	45.00	45.00	45.00	-
Taxes, Fees & Charges - PAYG instalments	139.00	-	150.00	150.00
Taxes, Fees & Charges - income tax	664.90	170.00	700.00	530.00
Water	2,662.78	4,000.00	3,000.00	(1,000.00)
Total Administrative Fund Expenditure	41,059.60	40,565.00	46,955.00	6,390.00

Additional Revenue	Actuals 10/24 - 09/25	Budget 10/24 - 09/25	Budget 10/25 - 09/26	Variance \$
Non-Mutual Revenue - bank interest	1.36	-	1.43	1.43
Total Administrative Fund Additional Revenue	1.36	-	1.43	1.43

Administrative Fund Summary	Budget 10/25 - 09/26	
Opening balance (Surplus)	1,111.40	
Expenditure during budget period	46,955.00	
	45,843.60	
<i>Less</i> Additional revenue during budget period	1.43	
<i>Plus</i> Planned surplus at end of budget period	1,157.83	
<i>Plus</i> Allowance for GST on levies	0.00	Per Ent
Budgeted levies to be raised \$	47,000.00	156.6667
Last years budgeted levies raised	40,600.00	135.3333
<i>Variance \$</i>	6,400.00	
Total Lot Liability	300	
*May include insurance contributions		

Approved Annual Budget

Capital Works Fund

Owners Corporation for Plan No. 9858

1 October 2025 to 30 September 2026

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

Expenditure	Actuals 10/24 - 09/25	Budget 10/24 - 09/25	Budget 10/25 - 09/26	Variance \$
Consultant	7,865.00	-	-	-
Electrical Repairs	945.58	-	-	-
General Repairs	2,369.00	-	-	-
Lock & Key Maintenance	242.00	-	-	-
Plumbing	740.30	-	-	-
Roof	1,364.00	-	-	-
Total Capital Works Fund Expenditure	13,525.88	-	-	-

Additional Revenue	Actuals 10/24 - 09/25	Budget 10/24 - 09/25	Budget 10/25 - 09/26	Variance \$
Investment Transactions - interest received	2,630.68	-	-	-
Total Capital Works Fund Additional Revenue	2,630.68	-	-	-

Capital Works Fund Summary	Budget 10/25 - 09/26
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Opening balance (Surplus)	115,627.66
Expenditure during budget period	0.00
	(115,627.66)

<i>Less</i> Additional revenue during budget period	0.00
<i>Plus</i> Planned surplus at end of budget period	136,627.66

		Per Ent
Budgeted levies to be raised \$	21,000.00	70.0000
Last years budgeted levies raised	19,800.00	66.0000
<i>Variance \$</i>	1,200.00	
Total Lot Liability	300	

1 October 2025 to 30 September 2026

Owners Corporation for Plan No. 9858

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

Levy Period Start 01/12/2025
 Levy Period Duration 12 month(s)
 No. of Instalment(s): 4
GST NO

<u>TOTAL LEVIES</u>	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	P1 10,588.8800 P2 12,137.0400 P3 12,137.0400 P4 12,137.0400	47,000.00
Capital Fund	P1 6,016.6600 P2 4,994.4500 P3 4,994.4500 P4 4,994.4400	21,000.00
Total Contribution	P1 16,605.5400 P2 17,131.4900 P3 17,131.4900 P4 17,131.4800	68,000.00

<u>TOTAL LIABILITIES</u>	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	P1 35.2963 P2 40.4568 P3 40.4568 P4 40.4568	156.6667
Capital Fund	P1 20.0555 P2 16.6482 P3 16.6482 P4 16.6481	70.0000
Total Per Lot Liability	P1 55.3518 P2 57.1050 P3 57.1050 P4 57.1049	226.6667

Yearly Levy By Period (Estimate Only)

Lot No.	Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
1	21	1	741.22	421.17	1,162.39
		2	849.59	349.61	1,199.20
		3	849.59	349.61	1,199.20
		4	849.59	349.61	1,199.20
2	21	1	741.22	421.17	1,162.39
		2	849.59	349.61	1,199.20
		3	849.59	349.61	1,199.20
		4	849.59	349.61	1,199.20
3	20	1	705.93	401.11	1,107.04
		2	809.14	332.96	1,142.10
		3	809.14	332.96	1,142.10
		4	809.14	332.96	1,142.10
4	19	1	670.63	381.06	1,051.68
		2	768.68	316.32	1,084.99
		3	768.68	316.32	1,084.99
		4	768.68	316.31	1,084.99
5	16	1	564.74	320.89	885.63

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	647.31	266.37	913.68
			3	647.31	266.37	913.68
			4	647.31	266.37	913.68
6		22	1	776.52	441.22	1,217.74
			2	890.05	366.26	1,256.31
			3	890.05	366.26	1,256.31
			4	890.05	366.26	1,256.31
7		22	1	776.52	441.22	1,217.74
			2	890.05	366.26	1,256.31
			3	890.05	366.26	1,256.31
			4	890.05	366.26	1,256.31
8		21	1	741.22	421.17	1,162.39
			2	849.59	349.61	1,199.20
			3	849.59	349.61	1,199.20
			4	849.59	349.61	1,199.20
9		20	1	705.93	401.11	1,107.04
			2	809.14	332.96	1,142.10
			3	809.14	332.96	1,142.10
			4	809.14	332.96	1,142.10
10		16	1	564.74	320.89	885.63
			2	647.31	266.37	913.68
			3	647.31	266.37	913.68
			4	647.31	266.37	913.68
11		22	1	776.52	441.22	1,217.74
			2	890.05	366.26	1,256.31
			3	890.05	366.26	1,256.31
			4	890.05	366.26	1,256.31
12		22	1	776.52	441.22	1,217.74
			2	890.05	366.26	1,256.31
			3	890.05	366.26	1,256.31
			4	890.05	366.26	1,256.31
13		21	1	741.22	421.17	1,162.39
			2	849.59	349.61	1,199.20
			3	849.59	349.61	1,199.20
			4	849.59	349.61	1,199.20
14		20	1	705.93	401.11	1,107.04
			2	809.14	332.96	1,142.10
			3	809.14	332.96	1,142.10
			4	809.14	332.96	1,142.10
15		17	1	600.04	340.94	940.98
			2	687.77	283.02	970.78
			3	687.77	283.02	970.78
			4	687.77	283.02	970.78
		300		47,000.00	21,000.00	68,000.00

MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No 9858
9-11 COLLAERY AVENUE
9-11 COLLAERY AVENUE, FAIRY MEADOW, NSW, 2519

These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 9858 held at BCS Strata, Level 5, 40 Young St, Wollongong, NSW, 2500; Meeting URL: Video Conference: <https://meetings.picagroup.com.au/>

Meeting ID: 451 824 562 46
Passcode: PzfYug commencing at 3:30 PM on Tuesday 19 November 2024.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
1	Caitlin Manganaro	Owner present
2	Ozkan Turanli	Owner present – Arrived 4.04pm
3	Aureliano Morillas	Owner present
15	Lorraine Hince	Owner present

In Attendance

Nahrana Giblett representing BCS Strata Management Pty Ltd.

Chairperson

Nahrana Giblett (Under delegation)

Secretary

Nahrana Giblett representing BCS Strata Management Pty Ltd under delegated authority.

Quorum

Chairperson's declaration regarding the absence of a quorum: At 3.30pm the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the chairperson declared, pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

Motions

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 22/04/2024, be confirmed as a true record of the proceedings of that meeting.

Motion Result: Passed by Simple Majority

2. APPOINTMENT OF MANAGING AGENT

- 2.1 That in accordance with Section 49 (2) of the Strata Schemes Management Act 2015 (the Act):
- a. BCS Strata Management Pty Ltd be appointed as strata managing agent of Strata Scheme No. 9858 for a one year term commencing from 1 December 2024.
 - b. the Owners Corporation delegate to the Agent all of the functions of:
 - i. the Owners Corporation (other than those listed in section 52 (2) of the Act); and
 - ii. its chairperson, treasurer, secretary and Strata Committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement attached to the notice of the meeting; and
 - c. the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
 - d. the Owners Corporation execute the Agreement to give effect to this appointment and delegation.

Motion Result: Amended and Passed by Simple Majority

Notes: The meeting requested the Agreement be amended to only a 12 month term.

3. COMPLIANCE MEASURES

3.1 (Annual Fire Safety Statement)

That the Owners Corporation confirms that there are no fire safety measures at the strata scheme and therefore an annual fire safety statement is not required.

Cautionary note from the managing agent: *This motion in no way infers that the strata manager has any knowledge of the existence of any essential fire safety measures that may be present. Your strata manager is not a certified practitioner and as such, is unable to confirm what fire measures are present and/or should be present at your property. We note that an incorrect assessment of these measures may impact your insurance policy coverage in the event of a fire. If you are unsure about the presence of measures, we urge that an expert be engaged, as per motion 2.2, to attend your building and review what fire safety equipment should be in place appropriate for your property's development criteria)*

Motion Result: Passed by Simple Majority

- 3.2 That the Owners Corporation resolves to obtain, from local council, the strata plan occupation certificate including final fire safety measures that are required to be installed at the building.

Motion Result: Defeated by Simple Majority

- 3.3 That the Owners Corporation resolves 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:
- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
 - b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
 - c. issue the fire safety statement accordingly.

Motion Result: Defeated by Simple Majority

- 3.4 That the Owners Corporation authorise the managing agent, building manager 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 the Act.

Motion Result: Defeated by Simple Majority

- 3.5 **(Window safety devices reinspection)**
That the Owners – Strata Plan No 9858, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

Motion Result: Defeated by Simple Majority

Notes: It was agreed to leave this up to the individual Lot Owner to ensure compliance of their Own Lot.

- 3.6 That following the inspection of window safety devices the Owners – Strata Plan No 9858, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Motion Result: Motion lapsed as WINDOW SAFETY DEVICE INSPECTION was LOST

- 3.7 **(Safety Audit Report)**
That the owners corporation review the safety audit report prepared by BIV Reports on 22/09/2021 and what actions have been taken to date and those yet to be undertaken and an updated report be obtained.

Motion Result: Defeated by Simple Majority

Notes: The meeting noted that majority of the items have been resolved however, Rubbish is still an issue. The Strata Managing Agent is to arrange a Council Collection on behalf of the premises, addressing the rubbish issues in the same notification letter.

- 3.8 **(Asbestos Survey)**
That the owners corporation review the asbestos survey report prepared by BIV Reports on 17/09/2012 and what actions have been taken to date and those yet to be undertaken.

Motion Result: Defeated by Simple Majority

3.9 **(Other compliance measures)**

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Motion Result: Defeated by Simple Majority

4. UTILITIES AGREEMENTS

- 4.1 That the owners corporation consider any current agreements for the Supply of electricity, gas, or any other utility relevant to the owners corporation and determine any action required.

Motion Result: Passed by Simple Majority

- 4.2 That the owners corporation instruct the strata managing agent to engage the services of an energy broker to assist the committee with the negotiation of utility agreement/s and for these purposes be authorised to sign a letter of authorisation with the broker.

Motion Result: Defeated by Simple Majority

- 4.3 That the owners corporation authorise a representative of the committee to liaise with the appointed energy broker.

Motion Result: Defeated by Simple Majority

- 4.4 That the owners corporation authorise the committee to evaluate the analysis from the energy broker and approve new utility agreement/s on behalf of the owners corporation, if required.

Motion Result: Defeated by Simple Majority

- 4.5 That the owners corporation authorise:
- a. two members of the committee to sign approved single-site utility agreement/s on behalf of the owners corporation; and
 - b. the strata managing agent to sign approved multi-site utility agreement/s on behalf of the owners corporation.

Motion Result: Defeated by Simple Majority

5. INSURANCES

- 5.1 That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
26A006472UP K	CHU/QBE COMMUNITYSUR E	01 Feb 2025	Common Area Contents	\$58,590.00
			Damage (i.e. Building) Policy	\$5,859,000.00
			Fidelity Guarantee Insurance	\$250,000.00
			Floating Floors	Included
			Flood	Not Selected
			Government Audit Costs	\$25,000.00
			Legal Defence Expenses	\$100,000.00
			Loss of Rent	\$878,850.00
			Lot Owner's Fixtures and Improvements	\$250,000.00
			Machinery Breakdown Insurance	\$10,000.00
			Office Bearers Liability Insurance	\$5,000,000.00
			Fusion Cover	Included
			Voluntary Workers Insurance	\$300,000.00 / \$3,000.00
			Paint	Included
			Property, Death and Injury (Public Liability)	\$30,000,000.00
Appeal Expenses	\$100,000.00			
TOTAL PREMIUM: \$15,330.96				

Date on which the premiums were last paid: **29/01/2024**

Motion Result: Passed by Simple Majority

- 5.2 That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.

Motion Result: Defeated by Simple Majority

- 5.3 That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

Motion Result: Passed by Simple Majority

- 5.4 That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

Motion Result: Passed by Simple Majority

- 5.5 That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Motion Result: Passed by Simple Majority

6. COMMISSIONS AND TRAINING SERVICES

- 6.1 That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- Insurance commissions: \$2,096.24;
- CommunitySure Management fees to parent entity (PICA Group)*1: \$524.06
- PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- legal service providers including Chambers Russell Lawyers, Grace Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co
- insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- Insurance commissions: \$2,305.86;
- PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.
- insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd).

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

*1 Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures.

Motion Result: Passed by Simple Majority

7. VALUATION

- 7.1 That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

Motion Result: Defeated by Simple Majority

- 7.2 That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion Result: Defeated by Simple Majority

8. AUDITOR

- 8.1 That an auditor be appointed and that auditor be Kelly & Partners.

Motion Result: Defeated by Simple Majority

9. CAPITAL WORKS FUND PLAN

- 9.1 That the owners corporation confirms receipt of the capital works analysis prepared by BIV Reports on 15/07/2020.

Motion Result: Passed by Simple Majority

10. RESTRICTED MATTERS

- 10.1 That there be no additional restrictions placed on the strata committee other than those currently imposed by Section 36 (3) of the Act.

Motion Result: Passed by Simple Majority

- 10.2 That in the event the preceding motion is defeated the owners corporation determine restrictions to be placed on the strata committee.

Motion Result: Motion lapsed as RESTRICTED MATTERS was CARRIED

11. GST REGISTRATION

- 11.1 That the Owners Corporation resolves to confirm its current GST Non registration.

Motion Result: Passed by Simple Majority

12. ENGAGEMENT OF CONTRACTORS

- 12.1 That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements	<ol style="list-style-type: none">1. Must be registered as a business for tax purposes in Australia2. Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)3. Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)4. Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader5. Must hold all licences as relevant to services provided6. Must have an established Quality Management system (Consultants only)7. Must have an established Health & Safety Management system8. Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ol style="list-style-type: none">1. Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.2. Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Motion Result: Passed by Simple Majority

13. QUOTATION DISCLOSURE

- 13.1 That the owners corporation acknowledge the following works exceeding \$30,000.00 incl GST that were undertaken since the last general meeting where two (2) quotations were unable to be obtained:

Item	Amount	Explanation
NIL	NIL	NIL

Motion Result: Passed by Simple Majority

14. ACCOUNTING RECORDS AND BUDGET

- 14.1 That the financial statements including the statement of key financial information for the period ended **30/09/2024** be adopted.

Motion Result: Passed by Simple Majority

- 14.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Motion Result: Passed by Simple Majority

15. CONTRIBUTIONS

- 15.1 That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$40,600.00 - in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/12/2024	\$8,833.34
To be Issued	01/03/2025	\$10,588.89
To be Issued	01/06/2025	\$10,588.89
To be Issued	01/09/2025	\$10,588.88
Total		\$40,600.00

Motion Result: Passed by Simple Majority

- 15.2 That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$19,800.00 - in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/12/2024	\$1,750.00
To be Issued	01/03/2025	\$6,016.67
To be Issued	01/06/2025	\$6,016.67
To be Issued	01/09/2025	\$6,016.66
Total		\$19,800.00

Motion Result: Passed by Simple Majority

- 15.3 That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

Administrative Fund Interim Periods

Levy Status	Due date	Amount
To be Issued	01/12/2025	\$10,588.88
Total		\$10,588.88

Capital Works Fund Interim Periods

Levy Status	Due date	Amount
To be Issued	01/12/2025	\$6,016.66
Total		\$6,016.66

Motion Result: Passed by Simple Majority

Notes: With the uncertainty surrounding cost of repair/replacement of the balcony works, the meeting agreed to the proposed budget to have the levies increased.

16. DEBT MANAGEMENT

16.1 That the owners corporation, for the purpose of collecting unpaid contributions, interest and recovery costs where the debt is \$500.00 or more, or another amount determined at a general meeting, authorise the strata managing agent and/or the strata committee to do the following:

- (a) step 1: issue a reminder notice 35 days after the contribution due date;
- (b) step 2: issue first recovery letter 60 days after the contribution due date;
- (c) step 3: issue second recovery letter 75 days after the contribution due date; and
- (d) charge all reasonable costs incurred by the owners corporation when collecting/recovering the unpaid contributions and interest to the lot owner.

The owners corporation further authorise the strata committee to:

- (e) approve payment plans, not exceeding 12 months, either generally or for specific lot owners;
- (f) liaise, instruct, and prepare all matters with the owners corporation's debt collection agents, lawyers and/or experts in relation to any contribution recovery proceedings;
- (g) amend the above debt management process as necessary; and
- (h) waive interest and recovery costs including penalties, legal and other costs, arising out of the collection/recovery of unpaid contributions from the lot owner's account.

Motion Result: Passed by Simple Majority

16.2 That Kemps Petersons Receivables be appointed to commence debt recovery action 106 days after the original date the contribution was due and where the debt is \$500.00 or more, or an amount determined at the general meeting, remains unpaid. Kemps Petersons Receivables to be authorised to undertake the following, but not limited to:

- (a) issue a letter of demand;
- (b) undertake phone demands;
- (c) facilitate settlement negotiations;
- (d) monitor payment plans;
- (e) source owner contact details; and
- (f) undertake field calls.

The owners corporation further authorise the strata committee to:

- (g) obtain legal advice and/or retain legal representation of solicitors;
- (h) 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 contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- (i) enforce any judgment obtained in the recovery of contributions including commencing and maintaining bankruptcy or winding up proceedings; and
- (j) file an appeal or defending an appeal against any judgment concerning the collection of contributions.

Motion Result: Passed by Simple Majority

17. VOTING BY ELECTRONIC MEANS

17.1 That the Owners Corporation consent to the conduct of future general meetings to be held via electronic means including pre meeting electronic voting as directed and determined by the secretary.

Motion Result: Passed by Simple Majority

18 PEST CONTROL

That the Owners Corporation engage a tradesman to carry out a general pest treatment of the common areas.

Motion Result: Passed by Simple Majority

19 BALCONY REPAIRS/REPLACEMENT - LOT 7 & LOT 15

That the Owners Corporation hold a general discussion in relation to the contents raised in the Engineers Report provided by BD Solutions on the structural integrity of the balconies of Lot 7 & 15 and make a determination on action required.

Motion Result: Passed by Simple Majority

Notes: The Owners present held a general discussion in relation to the contents raised within the Engineers Report provided by BD Solutions. Further concern was raised regarding the condition of the remainder of the balconies.

It was agreed that the Strata Managing Agent request BD Solutions return to further assess the remaining balconies to ascertain priority works. Once the report has been received, a further meeting will be convened to arrange the tender phase.

20 BALCONY REPAIRS/REPLACEMENT - LOT 7 & 15

That the Owners Corporation consider the fee proposal submitted by BD Solutions dated 21 August 2024 in relation to the provision of consulting services with regard to the repairs/replacement of the balconies to Lots 7 & 15 as outlined as follows be approved:

2. FEE ESTIMATE

Item	Cost (\$)
Liaison Item (i)	\$ hourly rates
Scope of Works and Tender Services Item (ii) and (iii)	\$3,520 - \$4,400
Item (iv) and (v)	\$1,540
Item (vi) and (vii)	\$1,320
Construction Contract Services Item (viii)	\$880
Project Management / Superintendent Services Item (ix) to (xviii)	To be confirmed following Item (xv), based on project duration

Schedule of Rates

Remedial Engineer \$ 220 /hour

Motion Result: Defeated by Simple Majority

21. STRATA COMMITTEE NOMINATIONS

21.1 That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

Motion Result: Passed by Simple Majority

21.2 That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

Motion Result: Passed by Simple Majority

21.3 That the number of members of the strata committee be determined.

Motion Result: Passed by Simple Majority

22. STRATA COMMITTEE ELECTION

Aureliano Morillas, Caitlin Manganaro, Ozkan Turanli have been elected to the committee.

Aureliano Morillas Self Nominated

Caitlin Manganaro Self Nominated

Ozkan Turanli Self Nominated

Closure

There being no further business the Chairperson declared the meeting closed at 05:05PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

MINUTES OF COMMITTEE MEETING

The Owners – Strata Plan No 9858
9-11 COLLAERY AVENUE
9-11 COLLAERY AVENUE, FAIRY MEADOW, NSW, 2519

These are the minutes of the Committee Meeting for The Owners – Strata Plan No 9858 held at BCS Strata, Level 5, 40 Young St, Wollongong, NSW, 2500; Meeting URL: Video Conference: <https://meetings.picagroup.com.au/>

Meeting ID:	451	824	562	46
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commencing at Immediately after AGM on Immediately after AGM.

Represented

<u>Name</u>	<u>Capacity</u>
Caitlin Manganaro	Committee member present
Ozkan Turanli	Committee member present
Aureliano Morillas	Committee member present

In Attendance

Nahrana Giblett representing BCS Strata Management Pty Ltd.
Lorraine Hince – Lot 15

Chairperson

Nahrana Giblett representing BCS Strata Management Pty Ltd under delegated authority

Secretary

Nahrana Giblett representing BCS Strata Management Pty Ltd under delegated authority

Motions

1. DISCLOSURE OF PECUNIARY INTERESTS

- 1.1 That any direct or indirect pecuniary (financial) interest held by a member of the committee in relation to a matter being considered at this meeting be declared. Further, that any member making any such a declaration is not to be present or take part in the decision-making process regarding that matter.

Motion Result: Passed by Simple Majority

2. MINUTES

- 2.1 That the minutes of the last Strata Committee meeting, held on **16/01/2024**, be confirmed as a true record and account of the proceedings at that meeting.

Motion Result: Passed by Simple Majority

3. OFFICE BEARERS

- 3.1 That the chairperson, secretary and treasurer of the Strata Committee be appointed.

Chairperson – Ozkan Turanli
Secretary – Caitlin Manganaro
Treasurer – Aureliano Morillas

4. STRATA COMMITTEE PROTOCOLS AND PROCEDURES

- 4.1 That the committee discuss and confirm communication protocols for the members, including email correspondence between meetings.

Motion Result: Passed by Simple Majority

- 4.2 That the strata committee consider the adoption of a Code of Conduct for committee members and owners or visitors attending committee meetings.

Motion Result: Passed by Simple Majority

5. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

- 5.1 That a member of the Committee be nominated to liaise with the managing agent and be the scheme's contact point.

Caitlin Manganaro

- 5.2 That a member of the Committee be nominated to liaise with the managing agent as the scheme's substitute contact point.

Aureliano Morillas

6. PRE-MEETING ELECTRONIC VOTING

- 6.1 That the Strata Committee consent to the conduct of future committee meetings to be held via electronic means including pre meeting electronic voting as directed and determined by the secretary.

Motion Result: Passed by Simple Majority

Closure

There being no further business the Chairperson declared the meeting closed at 05:10PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. 9858

1 October 2024 to 30 September 2025

9-11 COLLAERY AVENUE FAIRY MEADOW NSW NSW 2519

Expenditure	Actuals 10/23 - 09/24	Budget 10/23 - 09/24	Budget 10/24 - 09/25	Variance \$
Cleaning Service	3,538.15	3,600.00	3,600.00	-
Electricity	667.72	1,100.00	1,100.00	-
Garden/Lawn Maintenance	2,420.00	2,500.00	2,500.00	-
Insurance Premiums	15,330.96	14,500.00	19,000.00	4,500.00
Owners Corporation Manager - NSW Strata Hub - Annual	143.00	-	155.00	155.00
Owners Corporation Manager - Taxation Management	273.00	-	273.00	273.00
Owners Corporation Manager - accounting fees	-	250.00	-	(250.00)
Owners Corporation Manager - additional services	2,159.64	1,000.00	2,500.00	1,500.00
Owners Corporation Manager - debt recovery	110.20	-	-	-
Owners Corporation Manager - disbursements	2,385.50	2,450.00	2,450.00	-
Owners Corporation Manager - management fees	4,178.10	4,213.00	4,422.00	209.00
Owners Corporation Manager - schedule B fees	-	250.00	-	(250.00)
Owners Corporation Manager - work order/quotes	344.60	350.00	350.00	-
Sundry Expenditure	271.03	-	-	-
Taxes, Fees & Charges - NSW Strata Hub Registration	45.00	45.00	45.00	-
Taxes, Fees & Charges - income tax	162.90	-	170.00	170.00
Water	3,609.84	4,000.00	4,000.00	-
Total Administrative Fund Expenditure	35,639.64	34,258.00	40,565.00	6,307.00

Additional Revenue	Actuals 10/23 - 09/24	Budget 10/23 - 09/24	Budget 10/24 - 09/25	Variance \$
Mutual Revenue - reimbursement	225.00	-	-	-
Total Administrative Fund Additional Revenue	225.00	-	-	-

Administrative Fund Summary	Budget 10/24 - 09/25	
Opening balance (Surplus)	1,335.84	
Expenditure during budget period	40,565.00	
	39,229.16	
Less Additional revenue during budget period	0.00	
Plus Planned surplus at end of budget period	1,370.84	
Plus Allowance for GST on levies	0.00	Per Ent
Budgeted levies to be raised \$	40,600.00	135.3333
Last years budgeted levies raised	34,500.00	115.0000
Variance \$	6,100.00	

Total Lot Liability 300

*May include insurance contributions

Approved Annual Budget

Capital Works Fund

Owners Corporation for Plan No. 9858

1 October 2024 to 30 September 2025

9-11 COLLAERY AVENUE FAIRY MEADOW NSW NSW 2519

Expenditure	Actuals 10/23 - 09/24	Budget 10/23 - 09/24	Budget 10/24 - 09/25	Variance \$
Cleaning Service - windows	200.00	-	-	-
Door & Window Maintenance	401.50	-	-	-
Electrical Repairs	961.67	-	-	-
Floor Coverings - carpet	7,020.00	-	-	-
Plumbing	455.40	-	-	-
Total Capital Works Fund Expenditure	9,038.57	-	-	-

Additional Revenue	Actuals 10/23 - 09/24	Budget 10/23 - 09/24	Budget 10/24 - 09/25	Variance \$
Investment Transactions - interest received	2,539.68	-	-	-
Total Capital Works Fund Additional Revenue	2,539.68	-	-	-

Capital Works Fund Summary			Budget 10/24 - 09/25
Opening balance (Surplus)		106,717.98	
Expenditure during budget period		0.00	
		(106,717.98)	
<i>Less</i> Additional revenue during budget period		0.00	
<i>Plus</i> Planned surplus at end of budget period		126,517.98	
Budgeted levies to be raised \$		19,800.00	Per Ent 66.0000
Last years budgeted levies raised		10,000.00	33.3333
Variance \$		9,800.00	
Total Lot Liability		300	

1 October 2024 to 30 September 2025

Owners Corporation for Plan No. 9858

9-11 COLLAERY AVENUE FAIRY MEADOW NSW 2519

Levy Period Start 01/12/2024
 Levy Period Duration 12 month(s)
 No. of Instalment(s): 4
 GST: NO

<u>TOTAL LEVIES</u>	<u>Per Period</u>	<u>Per Year</u>	<u>TOTAL LIABILITIES</u>	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	P1 8,833.3400 P2 10,588.8900 P3 10,588.8900 P4 10,588.8800	40,600.00	Admin Fund	P1 29,4445 P2 35,2963 P3 35,2963 P4 35,2963	135,3333
Capital Fund	P1 1,750.0000 P2 6,016.6700 P3 6,016.6700 P4 6,016.6600	19,800.00	Capital Fund	P1 5,8333 P2 20,0556 P3 20,0556 P4 20,0555	66,0000
Total Contribution	P1 10,583.3400 P2 16,605.5600 P3 16,605.5600 P4 16,605.5400	60,400.00	Total Per Lot Liability	P1 35,2778 P2 55,3519 P3 55,3519 P4 55,3518	201,3333

Yearly Levy By Period (Estimate Only)						
Lot No.	Lot Liability	Period	Administrative Fund	Capital Works Fund	Total	
1	21	1	618.33	122.50	740.83	
		2	741.22	421.17	1,162.39	
		3	741.22	421.17	1,162.39	
		4	741.22	421.17	1,162.39	
2	21	1	618.33	122.50	740.83	
		2	741.22	421.17	1,162.39	
		3	741.22	421.17	1,162.39	
		4	741.22	421.17	1,162.39	
3	20	1	588.89	116.67	705.56	
		2	705.93	401.11	1,107.04	
		3	705.93	401.11	1,107.04	
		4	705.93	401.11	1,107.04	
4	19	1	559.44	110.83	670.28	
		2	670.63	381.06	1,051.69	
		3	670.63	381.06	1,051.69	
		4	670.63	381.06	1,051.68	
5	16	471.11	93.33	564.44		

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	564.74	320.89	885.63
			3	564.74	320.89	885.63
			4	564.74	320.89	885.63
6		22	1	647.78	128.33	776.11
			2	776.52	441.22	1,217.74
			3	776.52	441.22	1,217.74
			4	776.52	441.22	1,217.74
7		22	1	647.78	128.33	776.11
			2	776.52	441.22	1,217.74
			3	776.52	441.22	1,217.74
			4	776.52	441.22	1,217.74
8		21	1	618.33	122.50	740.83
			2	741.22	421.17	1,162.39
			3	741.22	421.17	1,162.39
			4	741.22	421.17	1,162.39
9		20	1	588.89	116.67	705.56
			2	705.93	401.11	1,107.04
			3	705.93	401.11	1,107.04
			4	705.93	401.11	1,107.04
10		16	1	471.11	93.33	564.44
			2	564.74	320.89	885.63
			3	564.74	320.89	885.63
			4	564.74	320.89	885.63
11		22	1	647.78	128.33	776.11
			2	776.52	441.22	1,217.74
			3	776.52	441.22	1,217.74
			4	776.52	441.22	1,217.74
12		22	1	647.78	128.33	776.11
			2	776.52	441.22	1,217.74
			3	776.52	441.22	1,217.74
			4	776.52	441.22	1,217.74
13		21	1	618.33	122.50	740.83
			2	741.22	421.17	1,162.39
			3	741.22	421.17	1,162.39
			4	741.22	421.17	1,162.39
14		20	1	588.89	116.67	705.56
			2	705.93	401.11	1,107.04
			3	705.93	401.11	1,107.04
			4	705.93	401.11	1,107.04
15		17	1	500.56	99.17	599.72
			2	600.04	340.94	940.98
			3	600.04	340.94	940.98
			4	600.04	340.94	940.98
		300		40,600.00	19,800.00	60,400.00

MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No 9858
9-11 COLLAERY AVENUE
9-11 COLLAERY AVENUE, FAIRY MEADOW, NSW, 2519

These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 9858 held at Level 5/38-40 Young St, Wollongong, NSW, 2500 commencing at 3:30 PM on Tuesday 28 November 2023.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
1	DENIS JOHN & MARGARET ANN FREW	By proxy to Jan Ramirez, BCS Strata Management Pty Ltd
2	SAADET TURANLI, TURAN TURANLI	By proxy to Ozkam Turan
3	AURELIANO MORILLAS	Owner present
7	MUSTAFA YILMAZ	By proxy to Melek Cetin

In Attendance

Jan Ramirez representing BCS Strata Management Pty Ltd.

Chairperson

Jan Ramirez (Under delegation)

Secretary

Jan Ramirez representing BCS Strata Management Pty Ltd under delegated authority.

Apologies

Denis John & Margaret Ann Frew – Lot 1

Nahrana Crampton

Quorum

Chairperson's declaration regarding the absence of a quorum: At 4.00pm the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the chairperson declared, pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 16/11/2022, be confirmed as a true record of the proceedings of that meeting.

Motion Result: Passed by Simple Majority

2. COMPLIANCE MEASURES

2.1 (Annual Fire Safety Statement)

That the Owners Corporation confirms that there are no fire safety measures at the strata scheme and therefore an annual fire safety statement is not required.

Cautionary note from the managing agent: *This motion in no way infers that the strata manager has any knowledge of the existence of any essential fire safety measures that may be present. Your strata manager is not a certified practitioner and as such, is unable to confirm what fire measures are present and/or should be present at your property. We note that an incorrect assessment of these measures may impact your insurance policy coverage in the event of a fire. If you are unsure about the presence of measures, we urge that an expert be engaged, as per motion 2.2, to attend your building and review what fire safety equipment should be in place appropriate for your property's development criteria)*

Motion Result: Passed by Simple Majority

- 2.2 That the Owners Corporation resolves to obtain, from local council, the strata plan occupation certificate including final fire safety measures that are required to be installed at the building.

Motion Result: Defeated by Simple Majority

- 2.3 That the Owners Corporation resolves 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:

- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

Motion Result: Defeated by Simple Majority

- 2.4 That the Owners Corporation authorise the managing agent, building manager 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 the Act.

Motion Result: Defeated by Simple Majority

2.5 **(Window safety devices reinspection)**

That the Owners – Strata Plan No 9858, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

NOTES – The meeting noted that there were no changes to the current window lock compliance.

The Managing Agent noted that the Owners Corporation may consider a Bylaw to be registered to transfer the responsibility of the window lock inspection and compliance to lot owners. The meeting resolved no further action is required this year.

Motion Result: Defeated by Simple Majority

- 2.6 That following the inspection of window safety devices the Owners – Strata Plan No 9858, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Motion Result: Motion lapsed as WINDOW SAFETY DEVICE INSPECTION was LOST

2.7 **(Safety Audit Report)**

That the owners corporation review the safety audit report prepared by BIV Reports on 22/09/2021 and what actions have been taken to date and those yet to be undertaken and an updated report be obtained.

NOTES – The meeting noted that the paving and concreting trip hazards had been completed this year, no further hazards have been identified.

Motion Result: Passed by Simple Majority

2.8 **(Asbestos Survey)**

That the owners corporation review the asbestos survey report prepared by BIV Reports on 17/09/2012 and what actions have been taken to date and those yet to be undertaken.

NOTES – The meeting noted that there are no changes and no further action is required.

Motion Result: Passed by Simple Majority

2.9 **(Other compliance measures)**

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Motion Result: Defeated by Simple Majority

3. UTILITIES AGREEMENTS

- 3.1 That the Owners Corporation consider any current agreements for the supply of electricity, gas, or any other utility relevant to the scheme, and determine any action required by authorising a representative of the Strata Committee to liaise with the appointed energy broker.

NOTES – The meeting agreed that a review to market should be carried out to determine whether savings could be made. It was noted that this review is at no cost to the Owners Corporation.

Motion Result: Passed by Simple Majority

- 3.2 That the Owners Corporation authorise the Strata Committee to evaluate the analysis from the energy broker and enter into new utility agreement/s on behalf of the Owners Corporation, if required.

Your current utility agreements, for the common property are as follows (Strata Manager to provide a copy of the relevant agreements).

Electricity:

- Supplier: Origin*
- Contract length: Ongoing*
- Annual amount: \$976.54*
- Renewal/expiry date: Ongoing*

Motion Result: Passed by Simple Majority

4. INSURANCES

- 4.1 That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
26A006472UPK	CHU/QBE COMMUNITYSURE	01 Feb 2024	Common Area Contents	\$55,800.00
			Fusion Cover	\$10,000.00
			Flood	Not Selected
			Legal Liability	\$30,000,000.00
			Voluntary Workers Insurance	\$300,000.00 / \$3,000.00
			Floating Floors	Included
			Paint	Included
			Fidelity Guarantee Insurance	\$250,000.00
			Office Bearers Liability Insurance	\$5,000,000.00
			Machinery Breakdown Insurance	\$10,000.00
			Lot Owner's Fixtures and Improvements	\$250,000.00
			Legal Defense Expenses	\$100,000.00
			Appeal Expenses	\$100,000.00
			Government Audit Costs	\$25,000.00
			Damage (i.e. Building) Policy	\$5,580,000.00
Loss of Rent	\$837,000.00			
TOTAL PREMIUM: \$11,658.67				

Date on which the premiums were last paid: **31/01/2023**

NOTES – The Managing Agent noted that the insurances for the previous year were last paid on 25/1/22 at a premium of \$9,661.78. A valuation for insurance purposes was carried out in November 2022 and quotation sought in line with renewal this year due 1/2/23.

Motion Result: Passed by Simple Majority

- 4.2 That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.

Motion Result: Defeated by Simple Majority

- 4.3 That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

Motion Result: Passed by Simple Majority

- 4.4 That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

Motion Result: Passed by Simple Majority

- 4.5 That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Motion Result: Passed by Simple Majority

5. COMMISSIONS AND TRAINING SERVICES

- 5.1 That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- Insurance commissions: \$1,401.87;
- CommunitySure Management fees to parent entity (PICA Group)*1: \$400.54
- PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co
- insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- Insurance commissions: \$1,542.06;
- CommunitySure Management fees to parent entity (PICA Group)*1: \$440.59
- PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.
- insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

*1 Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.

Motion Result: Passed by Simple Majority

6. VALUATION

- 6.1 That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

Motion Result: Defeated by Simple Majority

- 6.2 That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion Result: Defeated by Simple Majority

7. AUDITOR

- 7.1 That an auditor be appointed and that auditor be Kelly & Partners.

Motion Result: Defeated by Simple Majority

8. CAPITAL WORKS FUND PLAN

- 8.1 That the owners corporation confirms receipt of the capital works analysis prepared by BIV Reports on 15/07/2020.

NOTES – The Managing Agent noted the Owners Corporation is moving into year 4 of the current Capital Works Fund Plan. Currently the Owners Corporation has capital funds of \$103,206.82.

Motion Result: Passed by Simple Majority

- 8.2 That the strata managing agent be instructed to obtain quotations to prepare a 10-year capital works fund plan and the strata committee be authorised to provide directions in relation to the appointment of a consultant to prepare the 10-year capital works fund plan.

Motion Result: Defeated by Simple Majority

9. RESTRICTED MATTERS

- 9.1 That there be no additional restrictions placed on the strata committee other than those currently imposed by Section 36 (3) of the Act.

Motion Result: Passed by Simple Majority

- 9.2 That in the event the preceding motion is defeated the owners corporation determine restrictions to be placed on the strata committee.

Motion Result: Motion lapsed as RESTRICTED MATTERS was CARRIED

10. ENGAGEMENT OF CONTRACTORS

- 10.1 That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Motion Result: Passed by Simple Majority

11. ACCOUNTING RECORDS AND BUDGET

- 11.1 That the financial statements including the statement of key financial information for the period ended **30/09/2023** be adopted.

NOTES – The Managing Agent tabled the annual financial statements and presented them to the meeting.

The Managing Agent noted that the Investment Account is due for maturity on 4/3/24 and currently has a balance of \$53,846.83 at an interest rate of 4.55%. The Managing Agent noted that consideration may be given to adding further funds upon maturity and discussions to take place with the Strata Committee in February 2024.

Discussion took place in relation to the proposed annual budget and the meeting agreed to increase the Administrative Fund contributions as per the proposed budget of \$34,500.00. The meeting discussed the funds held in the Capital Works Fund currently, and agreed to reduce the contributions for the next 12 months to \$10,000.00. A further review of the financial position will take place at the AGM to be held in 2024 whereby a proposed budget will be presented to the Owners for consideration.

Motion Result: Passed by Simple Majority

- 11.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Motion Result: Passed by Simple Majority

12. CONTRIBUTIONS

- 12.1 That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$34,500.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/12/2023	\$8,000.00
To be Issued	01/03/2024	\$8,833.33
To be Issued	01/06/2024	\$8,833.33
To be Issued	01/09/2024	\$8,833.34
Total		\$34,500.00

inclusive of GST

Motion Result: Passed by Simple Majority

- 12.2 That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$10,000.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/12/2023	\$4,750.00
To be Issued	01/03/2024	\$1,750.00
To be Issued	01/06/2024	\$1,750.00
To be Issued	01/09/2024	\$1,750.00
Total		\$10,000.00

inclusive of GST

Motion Result: Amended and Passed by Simple Majority

- 12.3 That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

Administrative Fund Interim Periods

Levy Status	Due date	Amount
To be Issued	01/12/2024	\$8,833.34
Total		\$8,833.34

inclusive of GST

Capital Works Fund Interim Periods

Levy Status	Due date	Amount
To be Issued	01/12/2024	\$1,750.00
Total		\$1,750.00

inclusive of GST

Motion Result: Amended and Passed by Simple Majority

13. LEVY COLLECTION PROCEDURES

- 13.1 That the Owners – Strata Plan 9858, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$500.00, or another amount determined by the strata committee, 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 – Plan No 9858 to issue a letter of demand and/or to 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;
 - e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

Motion Result: Passed by Simple Majority

- 13.2 That the Owners – Strata Plan 9858, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

Motion Result: Defeated by Simple Majority

- 13.3 That the Owners – Strata Plan 9858, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Motion Result: Defeated by Simple Majority

14. CARPET REPLACEMENT - BETTER FLOORS

- 14.1 That the Owners Corporation consider the quotation from Better Floors and accept one of the options in their submitted quotation to replace the carpets in the common area stairwells for the front block.

Motion Result: Passed by Simple Majority

14.1 Alternatives for CARPET REPLACEMENT - BETTER FLOORS

Alternative A

That the Owners Corporation accept the quotation 2023-090 option 1 - Supply and install Interface Eastcoast plank and new stair nosing at a cost of \$5,600.00.

Alternative B

That the Owners Corporation accept the quotation 2023-090 option 2 - Supply and install new Vinyl Pl Imagine 5mm and new stair nosing at a cost of \$7,200.00.

Alternative C

That the Owners Corporation accept the quotation 2023-090 option 3 - Supply and install new carpet Beaulieu Medallion at a cost of \$3,650.00.

NOTES – The meeting reviewed the colour samples and agreed the preferred colour is 'METEORITE'. If necessary, the second choice was 'SPECTRA'.

Motion Result: 'OPTION C' has been selected with the highest votes.

- 14.2 That the Owners Corporation consider the quotation from Better Floors and accept one of the options in their submitted quotation to replace the carpets in the common area stairwells for the back block.

Motion Result: Passed by Simple Majority

14.2 Alternatives for CARPET REPLACEMENT - BETTER FLOORS

Alternative A

That the Owners Corporation accept the quotation 2023-090b option 1 - Supply and install Interface Eastcoast plank and new stair nosing at a cost of \$5,420.00.

Alternative B

That the Owners Corporation accept the quotation 2023-090b option 2 - Supply and install Vinyl Plank Imagine and new stair nosing at a cost of \$6,960.00.

Alternative C

That the Owners Corporation accept the quotation 2023-090b option 3 - Supply and install new carpet Beaulieu Medallion at a cost of \$3,370.00.

NOTES – The meeting reviewed the colour samples and agreed the preferred colour is 'METEORITE'. If necessary, the second choice was 'SPECTRA'.

Motion Result: 'OPTION C' has been selected with the highest votes.

15 CARPET REPLACEMENT - DANZO CONSTRUCTIONS

That the Owners Corporation consider and accept the quotation from Danzo Constructions for replacement of the common area carpets in the stairwells at a cost of \$8,300.00 for both the front and back block in Beaulieu Medallion carpet.

Motion Result: Defeated by Simple Majority

16. CARPET REPLACEMENT CONTRACT

- 16.1 That the selected contractor be appointed to undertake building work on the terms and conditions contained in the written Building Contract, a copy of which is attached to the notice of this meeting;

Motion Result: Passed by Simple Majority

- 16.2 That the authority to execute the Building Contract, for and on behalf of the Owners Corporation, be delegated to one of the following:

- a. a specified committee member

NOTES – The meeting delegated the execution of the contract to the following Owners:

**AURELIANO MORILLAS
OZKAM TURAN**

Motion Result: Passed by Simple Majority

- 16.3 That, where the Building Contract requires, the common seal of the Owners Corporation be affixed by the strata managing agent, in accordance with Section 273 of the *Act* to the Building Contract attached to the notice of this meeting and that person undertake any necessary ancillary initialling or execution of the Building Contract if required.

Motion Result: Passed by Simple Majority

17. STRATA COMMITTEE NOMINATIONS

- 17.1 That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

Motion Result: Passed by Simple Majority

- 17.2 That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

Motion Result: Passed by Simple Majority

- 17.3 That the number of members of the strata committee be determined.

Motion Result: Passed by Simple Majority

18. STRATA COMMITTEE ELECTION

AURELIANO MORILLAS, OZKAM TURAN, MELEK CETIN have been elected to the committee.

AURELIANO MORILLAS	Self Nominated	1 votes
OZKAM TURAN	Self Nominated	1 votes
MELEK CETIN	Self Nominated	1 votes

Closure

There being no further business the Chairperson declared the meeting closed at 4.45pm

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

MINUTES OF COMMITTEE MEETING

The Owners – Strata Plan No 9858
9-11 COLLAERY AVENUE
9-11 COLLAERY AVENUE, FAIRY MEADOW, NSW, 2519

These are the minutes of the Committee Meeting for The Owners – Strata Plan No 9858 held at Level 5/38-40 Young St, Wollongong, NSW, 2500 commencing at 3:30 PM on Tuesday 28 November 2023.

Represented

<u>Name</u>	<u>Capacity</u>
OZKAM TURAN	Committee member present
AURELIANO MORILLAS	Committee member present
MELEK CETIN	Committee member present

In Attendance

Jan Ramirez representing BCS Strata Management Pty Ltd.

Chairperson

Jan Ramirez representing BCS Strata Management Pty Ltd under delegated authority

Secretary

Jan Ramirez representing BCS Strata Management Pty Ltd under delegated authority

Apologies

NIL

Motions

1. DISCLOSURE OF PECUNIARY INTERESTS

- 1.1 That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Motion Result: Passed by Simple Majority

2. MINUTES

- 2.1 That the minutes of the last Strata Committee meeting, held on **22/05/2023**, be confirmed as a true record and account of the proceedings at that meeting.

Motion Result: Passed by Simple Majority

3. OFFICE BEARERS

- 3.1 That the chairperson, secretary and treasurer of the Strata Committee be appointed.

CHAIRPERSON/SECRETARY – OZKAM TURAN
TREASURER – AURELIANO MORILLAS

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

- 4.1 That a member of the Committee be nominated to liaise with the managing agent and be the scheme's contact point.

OZKAM TURAN

- 4.2 That a member of the Committee be nominated to liaise with the managing agent as the scheme's substitute contact point.

VACANT

5. PRE-MEETING ELECTRONIC VOTING

- 5.1 That the Strata Committee consent to the conduct of future committee meetings to be held via electronic means including pre meeting electronic voting as directed and determined by the secretary.

Motion Result: Passed by Simple Majority

BCS NOTES

Stairwell window cleaning

The meeting discussed the cleaning of the stairwell windows and requested the Managing Agent arrange both internally and externally. There are cob webs that need to be removed also.

Unit 1

The meeting discussed ongoing concerns with regard to the occupants of Lot 1 noting regular attendance at the property by the authorities, unknown persons around the property and concerns relating to the smell and rubbish emanating from the property. There are concerns for the safety of other residents as well as concerns with regard to the items stored under Lot 1 which is viewed to be of a fire hazard. The meeting requested the Managing Agent contact the Owners of Lot 1 to discuss these concerns and action to be taken.

Closure

There being no further business the Chairperson declared the meeting closed at 4.50pm.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. 9858

1 October 2023 to 30 September 2024

9-11 COLLAERY AVENUE FAIRY MEADOW NSW NSW 2519

Expenditure	Actuals	Budget	Budget	Variance \$
	10/22 - 09/23	10/22 - 09/23	10/23 - 09/24	
Bank Fees & Charges - DEFT fees	16.50	-	-	-
Caretaking Services	-	2,000.00	-	(2,000.00)
Cleaning Service	3,445.75	3,300.00	3,600.00	300.00
Cleaning Service - carpets	-	400.00	-	(400.00)
Electricity	976.54	1,000.00	1,100.00	100.00
Garden/Lawn Maintenance	2,343.00	2,200.00	2,500.00	300.00
Insurance Premiums	11,658.67	11,000.00	14,500.00	3,500.00
Owners Corporation Manager - NSW Strata Hub - Initial	214.50	-	-	-
Owners Corporation Manager - accounting fees	144.70	250.00	250.00	-
Owners Corporation Manager - additional services	1,641.47	500.00	1,000.00	500.00
Owners Corporation Manager - debt recovery	101.85	-	-	-
Owners Corporation Manager - disbursements	2,336.87	2,200.00	2,450.00	250.00
Owners Corporation Manager - inspection fees	34.10	-	-	-
Owners Corporation Manager - management fees	3,979.16	4,011.00	4,213.00	202.00
Owners Corporation Manager - schedule B fees	190.19	700.00	250.00	(450.00)
Owners Corporation Manager - work order/quotes	220.96	500.00	350.00	(150.00)
Taxes, Fees & Charges - NSW Strata Hub Registration	45.00	-	45.00	45.00
Valuer - insurance valuation	550.00	-	-	-
Water	4,791.15	3,800.00	4,000.00	200.00
Total Administrative Fund Expenditure	32,690.41	31,861.00	34,258.00	2,397.00

Additional Revenue	Actuals	Budget	Budget	Variance \$
	10/22 - 09/23	10/22 - 09/23	10/23 - 09/24	
Mutual Revenue - reimbursement	235.95	-	-	-
Non-Mutual Revenue - strata inspections	34.10	-	-	-
Total Administrative Fund Additional Revenue	270.05	-	-	-

Approved Annual Budget (continued)

Administrative Fund

Owners Corporation for Plan No. 9858

1 October 2023 to 30 September 2024

9-11 COLLAERY AVENUE FAIRY MEADOW NSW NSW 2519

Administrative Fund Summary		Budget
		10/23 - 09/24
Opening balance (Surplus)	2,123.62	
Expenditure during budget period	34,258.00	
	32,134.38	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	2,365.62	
<i>Plus</i> Allowance for GST on levies	0.00	Per Ent
Budgeted levies to be raised \$	34,500.00	115,0000
<hr/> Last years budgeted levies raised	32,000.00	106.6667
Variance \$	2,500.00	
Total Lot Liability	300	
*May include insurance contributions		

Approved Annual Budget

Capital Works Fund

Owners Corporation for Plan No. 9858

1 October 2023 to 30 September 2024

9-11 COLLAERY AVENUE FAIRY MEADOW NSW NSW 2519

Expenditure	Actuals 10/22 - 09/23	Budget 10/22 - 09/23	Budget 10/23 - 09/24	Variance \$
Electrical Repairs	693.00	-	-	-
General Repairs	1,390.00	-	-	-
Total Capital Works Fund Expenditure	2,083.00	-	-	-

Additional Revenue	Actuals 10/22 - 09/23	Budget 10/22 - 09/23	Budget 10/23 - 09/24	Variance \$
Investment Transactions - interest received	1,690.56	-	-	-
Total Capital Works Fund Additional Revenue	1,690.56	-	-	-

Capital Works Fund Summary		Budget 10/23 - 09/24
Opening balance (Surplus)	103,206.82	
Expenditure during budget period	0.00	
	(103,206.82)	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	113,206.82	
Budgeted levies to be raised \$	10,000.00	Per Ent 33.3333
Last years budgeted levies raised	19,000.00	63.3333
<i>Variance \$</i>	<i>(9,000.00)</i>	
Total Lot Liability	300	

1 October 2023 to 30 September 2024

Owners Corporation for Plan No. 9858

9-11 COLLAERY AVENUE FAIRY MEADOW NSW NSW 2519

Levy Period Start 01/12/2023
 Levy Period Duration 12 month(s)
 No. of Instalment(s): 4
 GST NO

TOTAL LEVIES		Per Period	Per Year	TOTAL LIABILITIES		Per Period	Per Year
Admin Fund		P1 8,000,0000 P2 8,833,3300 P3 8,833,3300 P4 8,833,3400	34,500.00	Admin Fund	P1 26,6667 P2 29,4444 P3 29,4444 P4 29,4445		115,0000
Capital Fund		P1 4,750,0000 P2 1,750,0000 P3 1,750,0000 P4 1,750,0000	10,000.00	Capital Fund	P1 15,8333 P2 5,8333 P3 5,8333 P4 5,8333		33,3333
Total Contribution		P1 12,750,0000 P2 10,583,3300 P3 10,583,3300 P4 10,583,3400	44,500.00	Total Per Lot Liability	P1 42,5000 P2 35,2778 P3 35,2778 P4 35,2778		148,3333

Lot No.	Lot Liability	Period	Yearly Levy By Period (Estimate Only)				Total
			Administrative Fund	Capital Works Fund			
1	21	1	560.00	332.50		892.50	
		2	618.33	122.50		740.83	
		3	618.33	122.50		740.83	
		4	618.33	122.50		740.83	
2	21	1	560.00	332.50		892.50	
		2	618.33	122.50		740.83	
		3	618.33	122.50		740.83	
		4	618.33	122.50		740.83	
3	20	1	533.33	316.67		850.00	
		2	588.89	116.67		705.56	
		3	588.89	116.67		705.56	
		4	588.89	116.67		705.56	
4	19	1	506.67	300.83		807.50	
		2	559.44	110.83		670.28	
		3	559.44	110.83		670.28	
		4	559.44	110.83		670.28	
5	16	1	426.67	253.33		680.00	

Lot No.	Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
		2	471.11	93.33	564.44
		3	471.11	93.33	564.44
		4	471.11	93.33	564.44
6	22	1	586.67	348.33	935.00
		2	647.78	128.33	776.11
		3	647.78	128.33	776.11
		4	647.78	128.33	776.11
7	22	1	586.67	348.33	935.00
		2	647.78	128.33	776.11
		3	647.78	128.33	776.11
		4	647.78	128.33	776.11
8	21	1	560.00	332.50	892.50
		2	618.33	122.50	740.83
		3	618.33	122.50	740.83
		4	618.33	122.50	740.83
9	20	1	533.33	316.67	850.00
		2	588.89	116.67	705.56
		3	588.89	116.67	705.56
		4	588.89	116.67	705.56
10	16	1	426.67	253.33	680.00
		2	471.11	93.33	564.44
		3	471.11	93.33	564.44
		4	471.11	93.33	564.44
11	22	1	586.67	348.33	935.00
		2	647.78	128.33	776.11
		3	647.78	128.33	776.11
		4	647.78	128.33	776.11
12	22	1	586.67	348.33	935.00
		2	647.78	128.33	776.11
		3	647.78	128.33	776.11
		4	647.78	128.33	776.11
13	21	1	560.00	332.50	892.50
		2	618.33	122.50	740.83
		3	618.33	122.50	740.83
		4	618.33	122.50	740.83
14	20	1	533.33	316.67	850.00
		2	588.89	116.67	705.56
		3	588.89	116.67	705.56
		4	588.89	116.67	705.56
15	17	1	453.33	269.17	722.50
		2	500.56	99.17	599.72
		3	500.56	99.17	599.72
		4	500.56	99.17	599.72
	300		34,500.00	10,000.00	44,500.00



Owners Corporation– SP 9858
c/- BCS Strata
Attn: Nahrana Giblett
Level 5/38-40 Young St
WOLLONGONG NSW 2500

Dear Owners Corporation for SP 9858,

**Re: Strata Plan 9858
9-11 Collaery Avenue
FAIRY MEADOW NSW 2519**

An inspection at 9-11 Collaery Avenue, Fairy Meadow, was completed on 6 September 2024. The inspection was completed with unit residents who provided access and identified the point of concern. A visual, non-intrusive, inspection was completed of the Unit 7 and Unit 15 balconies.

For the purpose of this inspection the building frontage onto Collaery Avenue faces North, with all other directional references following this orientation. At the time of the inspection, the weather conditions were clear and sunny.

Following the initial inspection on 6 September 2024, we were asked to return to site to inspect newly identified cracking inside Unit 15. An inspection was carried out on 15 October 2024 to inspect the new cracking. Whilst on-site we inspected the Unit 15 balcony, which had had a section of the tiled floor and tree roots removed per the suggestions in our inspection report BD1623.00-RPT-001. The observations made during the 15 October inspection are included in a separate table below.

1. OBSERVATIONS

Refer.	Observations – Initial Inspection – 6 September 2024	Photo
1.0	Unit 7	
1.1	General view of the building frontage onto Collaery Avenue.	1
1.2	General view of the Unit 7 balcony.	2
1.3	Skirting tiles are missing underneath the doorway, no waterproofing visible.	3
1.4	Render cracking observed running east-west on the northern edge of the soffit.	4

Refer.	Observations – Initial Inspection – 6 September 2024	Photo
1.5	Two cracks observed running north-south on the soffit. Soffit was drummy in areas adjacent the cracks.	5
1.6	Render cracking and delamination observed at the north-west corner of the balcony.	6 and 7
1.7	Render cracking and delamination observed at the north-west corner of the balcony, viewed from the Unit 2 balcony below.	8 and 9
1.8	Corrosion observed on the slab edge of Unit 7 balcony, delaminated render was removed.	10 and 11
2.0 Unit 15		
2.1	Corrosion observed on the interior face of the lintel above the balcony door.	12
2.2	Blistering observed at door entry on the internal face of the door hob.	13
2.3	General view of the Unit 15 balcony.	14 and 15
2.4	Separation between the building wall and parapet wall observed. Separation measured approximately 6mm at the top and 10mm at the bottom of the parapet. No ties observed between the parapet and the wall.	16 to 18
2.5	Crack from the corner of the detail to the top of the parapet wall observed.	19
2.6	Diagonal cracking observed at the south-east edge of the balcony tiled floor.	20
2.7	Roots observed running through diagonal floor crack, continuing through the parapet wall and running to the external face of the southern parapet wall.	21 and 22
2.8	Vegetation observed growing on the external face of the eastern parapet wall.	23 to 25
2.9	Mortar deterioration between parapet capping generally observed in several locations.	26
2.10	Mortar deterioration of the building walls generally observed in several locations.	27 and 28
2.11	Door frame observed recessed into wall cavity.	29
2.12	Skirting tiles beneath balcony door cracked in two locations.	30 and 31
2.13	Possible cracking on the Unit 15 balcony soffit, viewed from the ground level.	32

Refer.	Observations – Second Inspection – 15 October 2024	Photo
3.0	Unit 15	
3.1	Crack observed in the ceiling, cornice and wall adjacent to the balcony sliding door.	33 to 35
3.2	Internal crack observed in the cornice at the north-eastern corner of the living room.	36 and 37
3.3	Horizontal cracking observed below the cornice in the north-western corner of the bedroom.	38 and 39
3.4	Blistering, peeling paint observed in the southern wall in the bedroom, opposite the shower wet-area.	40 and 41
3.5	Shower opposite defect in bedroom southern wall noted in reference 3.4.	42 and 43
3.6	Horizontal cracking in the northern wall of the living room, adjacent the entry doorway. Crack continues on opposite side of the wall in the common property stairway leading to the Unit 15 entrance.	44 to 46
3.7	No cracking observed in the exterior wall opposite the location of the internal cracking reference 3.1, observed from the balcony.	47
3.8	Vegetation observed growing on the eastern parapet in reference 2.8 wall has been removed by the SC.	48
3.9	Vegetation roots observed in reference 2.7 have been removed, along with a section of tiles in the south-east corner of the balcony.	49
3.10	No waterproofing was observed either on the balcony slab or screed. Screed appeared damp at time of inspection. Balcony slab was tested for drummy concrete via a “tap test” with a hammer, no drummy concrete was observed in the exposed sections of slab.	50 and 51

2. RECOMMENDATIONS

Discussion relevant to both Unit 7 and Unit 15

The following discussion is relevant to both Unit 7 and Unit 15 balconies and is likely applicable to most concrete balconies at the building. The intention of the following is to provide context for the SC regarding the limitations for patch-repair options to remediate the observed defects and to help explain the reasoning behind the recommended remediation pathways discussed in this report.

Both Unit 7 and Unit 15 balconies have single leaf masonry parapet, with a measured height between 960-980mm to finished floor level. The parapets have a decorative masonry detail built into the brickwork, approximately between 200mm to 800mm from finished floor level. Whilst the parapets may have complied to the building standards at time of construction, current National Construction Code (NCC) 2022, requires that balcony parapets are at least 1000mm from finished floor level, places special requirements on the design and construction of single-leaf parapets and does not allow any horizontal elements (which are step hazards) within the parapets between 150mm to 760mm from finished floor level, such as the decorative infills observed at both balconies. That is, the current masonry parapets do not comply with current building standards, which becomes an issue when we recommend repair work which affects, interacts with or relies upon the structural or safety adequacy of the parapets.

Both Unit 7 and 15 balconies are cantilevered concrete slab balconies with masonry parapets. Concrete is designed with a typical service life of 50 years, however this can be shortened as a result of maintenance and environmental factors. One of the main factors affecting the longevity of a concrete balcony is water ingress, which can occur when waterproofing systems fail or are inadequate. Over time, water can penetrate the concrete, leading to corrosion of the steel reinforcement within the structure. This issue is further exacerbated by the ingress of chlorides, often from salts in coastal environments, which accelerate the corrosion process. As the steel corrodes, it expands, causing the concrete to crack and spall, weakening the overall structural integrity of the balcony. Additionally, deterioration and delamination of the concrete itself - evident as drummy areas when tapped with a hammer - can occur due to poor-quality concrete or prolonged exposure to moisture, leading to further structural degradation independent of steel corrosion. Ensuring that balconies are effectively waterproofed is critical to prevent both water and chloride ingress and damage, extending the service life and avoiding costly repairs or premature replacement.

The defects observed, discussed below, at both Unit 7 and Unit 15 balconies can be attributed to degradation of the concrete slab due to prolonged water penetration and exposure to the environment. Note that we were able to observe the external face of the balcony door hob via missing skirting tiles and did not see evidence of any balcony waterproofing. The condition of the balconies is consistent with their age and the defects observed are typical of balconies nearing the end of their design service life therefore maintenance is required.

Remediation which does not address the root cause, being exposure to moisture, via the treatment of defects in conjunction with application of a waterproofing system, in our opinion does not constitute a technically sound solution. Should the SC choose to complete patch

repairs only to the defects, then it should be expected that the defects will re-emerge within the short term.

Unit 7

We observed the reported cracking at the Unit 7 balcony and made a number of observations generally relating to the condition of the balcony. The notable defects observed at Unit 7 balcony were:

- Render cracking and delamination on the northern face of the Unit 7 balcony slab edge;

We removed a delaminated section of render that was likely to fall off the balcony slab edge (building) at some point in the near future, posing a risk to people and property below. Upon removal of the delaminated section of render we observed corrosion and possible spalling at the north-west corner of the balcony slab edge.

- Exposed and corroded steel in the balcony slab edge at the north-west corner;

Corroded reinforcement was evident at the slab edge of Unit 7 following the removal of the delaminated render. In our opinion, the corroded reinforcement is due to the lack of cover to the reinforcement bar which was observed to be close to the surface finish of the concrete. Ideally the reinforcement bar should be between 30-50mm within the concrete depending on a various design factors.

- Cracked and drummy concrete on the Unit 7 balcony soffit;

The Unit 7 balcony soffit was inspected from Unit 2 balcony, directly below Unit 7. Some cracked and blistering paint was evident on the perimeter of the balcony soffit, and when tapped with a hammer areas adjacent to the crack on the north face of the Unit 7 slab edge were drummy. The presence of drummy concrete suggests cracking within the concrete or the presence of concrete spalling. Additionally with the lack of visible waterproofing under the skirting tile at the door threshold, suggests a lack of waterproofing on the balcony itself or poorly installed which would deem the waterproofing as non-compliant or has failed. While waterproofing is commonly known and used to prevent water entering living spaces, waterproofing also provides a protective coating around the concrete preventing the ingress of corrosive agents which can over time cause the concrete to crack and the internal steel reinforcement to corrode, commonly known as concrete spalling or concrete cancer. Areas where cracking and/or rust staining is evident we recommend remedial action is taken as a priority.

- Missing skirting tiles beneath the balcony door threshold;

There are some skirting tiles missing beneath the balcony door threshold and no balcony waterproofing membrane was observed behind the missing tiles at the time of inspection, as would have been expected at all balcony upturns and especially at the door threshold.

Both the cracking and render delamination observed at the Unit 7 slab edge and soffit, and the cracks observed on the Unit 7 balcony ceiling (Unit 12 balcony soffit), are not a significant structural concern at the moment, however they should be treated to ensure no further

deterioration is allowed to occur. These defects can become significant structural defects if left untreated.

Since the render cracking and delamination, soffit cracks and corroded reinforcement observed on the Unit 7 balcony are most likely the result of water penetration into the slab, a result of failed or ineffective waterproofing beneath the balcony tiles, any remediation which does not address the balcony waterproofing will not treat the underlying root cause and can be considered a cosmetic patch repair only. We recommend that the remediation for the Unit 7 balcony includes repair of the cracking and delaminating render, the corroded reinforcement and the soffit cracks in conjunction with replacement of the balcony waterproofing, including correct termination detailing at the door threshold, parapets and building cavity flashing. Since the repair will include works to the masonry parapets, the existing parapets, which are not compliant with current height, step hazard and construction requirements (being single leaf masonry), the parapets will need to be demolished and replaced to comply with current standards.

Patch repairs to the balcony which only treat the render, cracking and corroded reinforcement without applying a new waterproofing membrane to the balcony slab will provide a short-term cosmetic solution and will not treat the root cause of the issues.

Unit 12

Unit 12 balcony was not part of the work order and there were no issues reported at the Unit 12 balcony, however we did observe some cracking on the Unit 12 balcony soffit (ceiling of Unit 7 balcony). The areas adjacent the two cracks on the Unit 12 soffit were drummy when tapped with a hammer, indicating that the concrete in these areas may be delaminated or poorly bonded, potentially due to moisture infiltration, corrosion of reinforcement possibly caused by ineffective waterproofing of the slab. If untreated these crack could lead to further deterioration or structural concerns. Our recommendations for remediation of the Unit 12 soffit cracks are the same as the recommendations for Unit 7. Superficial repair of the cracks can be completed, however to treat the root cause of the cracking and ensure the cracking does not develop into a serious structural concern, the Unit 12 balcony waterproofing should be replaced.

Unit 15

We observed the reported cracking on the Unit 15 balcony and made a number of observations generally relating to the condition of the balcony. The notable defects observed at Unit 7 balcony were:

- Cracking in the tiled balcony floor in the south-east corner of the balcony.

The cracking appears to be associated with roots from vegetation that is growing on the external face of the eastern parapet. The roots were observed to continue through the balcony floor (under the tiles) to the external face of the southern parapet. The vegetation needs to be removed as soon as possible in order to limit further damage.

- Separation between southern parapet wall and the building wall, with no ties evident within the gap connecting the parapet to the building.
- Possible cracks in the Unit 15 balcony soffit.

We did not have access to the balcony below Unit 15 and were unable to closely inspect and test the crack for drummy concrete. We recommend that, as with the cracks observed on the Unit 7 soffit, that these cracks are investigated and treated.

We also observed several minor defects, which includes mortar deterioration in several locations on both the parapets, parapet capping and building walls adjoining the balcony. There are two cracked skirting tiles at the balcony door hob and a crack in the eastern parapet. We also observed corrosion on the interior face of the lintel above the balcony door. The corrosion on the door lintel internally should be treated and the lintel repainted. We recommend that no immediate action is required to address the remaining minor defects which should continue to be monitored.

We recommend intrusive investigation to determine the full extent of damage to the balcony slab in the vicinity of the tree root, which will generally involve removing a section of the floor tiles to expose the slab and inspect the slab for cracked and/or drummy concrete. Once the extent of the structural damage to the slab is known, remediation can proceed as required, which would likely impact the entire balcony to be waterproofed and balustrade and balcony door replacement to make the balcony work compliant with current standards under the Design and Building Practitioners Act.

Unit 15 – Observations, discussion and recommendations from inspection of internal cracking on 15 October 2024

Internal Cracking

Internal cracking was reported within Unit 15 which was inspected on the 15 October 2024. At the time of the inspection the resident was not aware of which cracks were of concern to the SC and reported for the inspection. As a result an inspection of the unit was completed to identify and visible cracks in the living room and bedroom (where accessible).

Cracking in the living room was evident near the balcony door in the opening between the living room and dining room. The cracking observed in the ceiling, cornice and wall adjacent to the balcony door is in our opinion superficial and not of structural concern. We were able to inspect the exterior face of the living wall, opposite the internal cracking, from the balcony and there was no evidence of cracking from the outside on the building facade. We believe that the cracking is likely due to normal, minor settlement within the building/building materials and/or differential thermal expansion and contraction between the brick, wood, and plaster. These materials respond differently to temperature changes, with each expanding and contracting at varying rates, placing stress on the plasterboard.

The cornice appeared to have cracked at a diagonal joint between two sections of cornice. Similarly, the cracking in the ceiling sheet was in a relatively straight lines indicating that the cracking is along a ceiling sheet joint. We observed evidence that this crack has been patch repaired in the past, there were texture differences between the areas immediately adjacent the cracking and the general texture of the surrounding ceiling areas, suggesting part repairs to this ceiling crack. There are repair options that we can recommend that should provide some level of resilience to further thermal movement, hopefully reducing the need for ongoing repairs. These include:

- Installing a control joint in the ceiling sheeting, a control joint will help absorb the stress from thermal movement between different materials, reducing the likelihood of future cracking (noting a control joint will be evident in the ceiling);
- Use a flexible filler to repair the wall, cornice and ceiling cracking, which may help accommodate future movements caused by temperature changes and material expansion (this will create an aesthetically different finish). Alternatively, use a typical rigid filler to achieve a more seamless repair with less resilience to thermal movement;
- Apply elastomeric paint, which can stretch slightly with movement, adding flexibility and protection to prevent future cracks (aesthetic will be different to other areas in the unit).

In addition to the cracking observed near the balcony sliding door, we observed several other areas where cracking has occurred within the unit. Notably in the cornice at the north-east corner of the living room, below the cornice in the north-west corner of the bedroom and in the northern living room wall, adjacent the entryway. These cracks are generally hairline cracks and smaller than the cracks observed near the balcony door, it is our opinion that these cracks are superficial in nature and do not pose a significant structural concern.

Blistering opposite shower wet-area

We observed blistering on the southern wall in the bedroom, the blistering is directly opposite the shower recess in the bathroom. The blistering in this location indicates that the shower waterproofing has likely failed and is allowing water to pass through the wall, if left untreated water may eventually find its way into the habitable spaces of the unit below and can cause further damage to the southern wall in the bedroom. In order to prevent water ingress into the habitable spaces of the unit below Unit 15 and within the Unit 15 bedroom and associated internal damage, we recommend replacing the shower and bathroom floor waterproofing (holistic and compliant repair), this typically will involve:

- Remove shower screens;
- Demolish existing tiles, waterproofing and screed on the bathroom shower recess, entire floor and minimum 1-2 tiles along the adjoining walls;
- Repair and prepare the substrate;
- Install screed as required to correct falls to drainage;
- Apply a new waterproofing membrane with correct terminations to the shower hob and drain, and bathroom floor with upturns and water stop at the door threshold;
- Test waterproofing to ensure no defects (mainly within the shower recess);
- Reinstall tiles and grout;
- Reinstall shower screens and seal around fixtures and edges.

Balcony

We inspected the balcony and noted that the recommendation to remove the vegetation from the eastern parapet wall has been completed. We also noted that a section of the balcony tiled floor has been demolished in order to remove the tree root that was observed running through the tiles. Upon inspection, we did not observe any waterproofing applied to either the balcony slab or to the layer of screed beneath the tiles. The screed was observed to be holding moisture at the time of inspection, a moist screed layer holding water against a structural slab is

problematic because prolonged moisture exposure can lead to the deterioration of concrete, weakening the slab over time. The absence of waterproofing allows water to seep into the slab over time, increasing the risk of corrosion in the reinforcing steel within the concrete slab. This can cause spalling, where sections of concrete crack and break away due to rusting of the steel reinforcement causing expansive pressure from within the concrete slab. When the remaining tiles are removed, it is likely that we may find spalling in the slab, as the trapped moisture could have already compromised the structural integrity.

3. CONCLUSION

We have inspected the areas of concern at Unit 7 and Unit 15, neither pose any immediate structural concern however both balconies require their defects to be investigated and repaired in order to maintain their structural integrity. The following is an overview of our recommendations:

Unit 7

- Repair corrosion and spalling at the north-west slab edge;
 - Core drill a section of the slab edge to remove the corroded reinforcement;
 - Patch the slab with high-strength repair mortar.
- Remove cracked and delaminating render on the slab edge;
- Inspect the slab edge for defects, and repair as required;
- Remove drummy concrete generally in the area of the cracks at the balcony soffit;
- V-notch and seal the cracks in the soffit that are not drummy;
- Replace the balcony waterproofing, which typically includes:
 - Demolition of existing surface finishes;
 - Demolition of the existing masonry parapet walls;
 - Removal and either reinstatement or replacement of the balcony door (based on age and condition to be compliance and not affect new waterproofing);
 - Application of a cementitious screed to correct falls to drainage;
 - Supply and installation of a new compliant balustrade (not a masonry parapet)
 - Application of a suitable waterproofing system, including correct termination details to cavity flashing and at the door threshold;
 - Install new tiles to the balcony;
 - Paint/seal the soffit;
 - Application of render to the balcony slab edge.

Unit 12

- Remove drummy concrete generally in the area of the cracks at the balcony soffit;
- V-notch and seal the soffit cracks that are not drummy;
- Replace the balcony waterproofing and masonry parapets, which typically includes:
 - Demolition of existing surface finishes;
 - Demolition of the existing masonry parapet walls;

- Removal and either reinstatement or replacement of the balcony door (based on age and condition to be compliance and not affect new waterproofing);
- Application of a cementitious screed to correct falls to drainage;
- Supply and installation of a compliant new balustrade (not a masonry parapet)
- Application of a suitable waterproofing system, including correct termination details to cavity flashing and at the door threshold;
- Install new tiles to the balcony;
- Paint/seal the soffit;

Unit 15

- Remove vegetation growing on the eastern parapet;
- Investigate and treat potential cracking on the Unit 15 soffit, including:
 - Removal of drummy concrete;
 - V-notch and seal cracks where the concrete is not drummy;
- Investigate and treat cracking in the slab in the vicinity of the tree root;
- Replace the balcony waterproofing and masonry parapets, which typically includes:
 - Demolition of existing surface finishes;
 - Demolition of the existing masonry parapet walls;
 - Removal and either reinstatement or replacement of the balcony door (based on age and condition to be compliance and not affect new waterproofing);
 - Application of a cementitious screed to correct falls to drainage;
 - Supply and installation of a compliant new balustrade (not masonry parapet)
 - Application of a suitable waterproofing system, including correct termination details to cavity flashing and at the door threshold;
 - Install new tiles to the balcony;
 - Paint/seal the soffit;
- Make internal repairs to cracking, using the methods described in the section above;
- Replace the shower and bathroom waterproofing.

Note that replacing the masonry parapets with a like-for-like masonry style parapet is not recommended as a double brick parapet would be required for compliance which would increase the load along the edge of the balcony. Replacement of the masonry parapets with an aluminium or glass balustrade is recommended but may require a council approval. The SC would need to check with council or with a town planner. Based on the condition of the balcony doors in the units inspected it is likely that the doors will need to be replaced with a holistic balcony remediation is completed as it is unlikely the old doors will be compliant to current wind and water rating and suitable for reinstatement over the new waterproofing membrane.

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. Measurements provided within this report are estimates only.

A report is not a scope of works and remedial works onsite cannot be completed based on the recommendation within a report. A report is required to identify the problem and suggest the remedial action, which is then detailed separately within a scope of works document (as a declared design if needed). If the committee proceed with any works as recommended within the report without a scope of works BD Solutions Consulting will not be responsible.

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,

Mark Hoyle

Digitally signed by Mark Hoyle
DN: C=AU,
E=mark@bdsolutions.com.au,
O=BD Solutions Consulting Pty
Ltd, CN=Mark Hoyle
Date: 2024.10.22 12:05:20+11'00'

Mr Mark Hoyle
Remedial Engineer
B.Eng (Mech) (Hons)



PHOTO 1

Unit 7

Refer. 1.1

General view of the building frontage onto Collaery Avenue.



PHOTO 2

Unit 7

Refer. 1.2

General view of the Unit 7 balcony.



PHOTO 3

Unit 7

Refer. 1.3

Skirting tiles are missing underneath the doorway, no waterproofing visible.



PHOTO 4

Unit 7

Refer. 1.4

Render cracking observed running east-west on the northern edge of the soffit.



PHOTO 5

Unit 7

Refer. 1.5

Two cracks observed running north-south on the soffit. Soffit was drummy in areas adjacent the cracks.



PHOTO 6

Unit 7

Refer. 1.6

Render cracking and delamination observed at the north-west corner of the balcony.



PHOTO 7

Unit 7

Refer. 1.6

Render cracking and delamination observed at the north-west corner of the balcony.



PHOTO 8

Unit 7

Refer. 1.57

Render cracking and delamination observed at the north-west corner of the balcony, viewed from the Unit 2 balcony below.



PHOTO 9

Unit 7

Refer. 1.7

Render cracking and delamination observed at the north-west corner of the balcony, viewed from the Unit 2 balcony below.



PHOTO 10

Unit 7

Refer. 1.8

Corrosion observed on the slab edge of Unit 7 balcony, delaminated render was removed.



PHOTO 11

Unit 7

Refer. 1.8

Render cracking and delamination observed at the north-west corner of the balcony.



PHOTO 12

Unit 15

Refer. 2.1

Corrosion observed on the interior face of the lintel above the balcony door.



PHOTO 13

Unit 15

Refer. 2.2

Blistering observed at door entry on the internal face of the door hob.



PHOTO 14

Unit 15

Refer. 2.3

General view of the Unit 15 balcony.



PHOTO 15

Unit 15

Refer. 2.3

General view of the Unit 15 balcony.



PHOTO 16

Unit 15

Refer. 2.4

Separation between the building wall and parapet wall observed. Separation measured approximately 6mm at the top and 10mm at the bottom of the parapet. No ties observed between the parapet and the wall.



PHOTO 17

Unit 15

Refer. 2.4

Separation between the building wall and parapet wall observed. Separation measured approximately 6mm at the top and 10mm at the bottom of the parapet. No ties observed between the parapet and the wall.



PHOTO 18

Unit 15

Refer. 2.4

Separation between the building wall and parapet wall observed. Separation measured approximately 6mm at the top and 10mm at the bottom of the parapet. No ties observed between the parapet and the wall.



PHOTO 19

Unit 15

Refer. 2.5

Crack from the corner of the detail to the top of the parapet wall observed.



PHOTO 20

Unit 15

Refer. 2.6

Diagonal cracking observed at the south-east edge of the balcony tiled floor.



PHOTO 21

Unit 15

Refer. 2.7

Roots observed running through diagonal floor crack, continuing through the parapet wall and running to the external face of the southern parapet wall.



PHOTO 22

Unit 15

Refer. 2.7

Roots observed running through diagonal floor crack, continuing through the parapet wall and running to the external face of the southern parapet wall.



PHOTO 23

Unit 15

Refer. 2.8

Vegetation observed growing on the external face of the eastern parapet wall.



PHOTO 24

Unit 15

Refer. 2.8

Vegetation observed growing on the external face of the eastern parapet wall.



PHOTO 25

Unit 15

Refer. 2.8

Vegetation observed growing on the external face of the eastern parapet wall.



PHOTO 26

Unit 15

Refer. 2.9

Mortar deterioration between parapet capping generally observed in several locations.



PHOTO 27

Unit 15

Refer. 2.10

Mortar deterioration of the building walls generally observed in several locations.



PHOTO 28

Unit 15

Refer. 2.10

Mortar deterioration of the building walls generally observed in several locations.



PHOTO 29

Unit 15

Refer. 2.11

Door frame observed recessed into wall cavity.



PHOTO 30

Unit 15

Refer. 2.12

Skirting tiles beneath balcony door cracked in two locations.



PHOTO 31

Unit 15

Refer. 2.12

Skirting tiles beneath balcony door
cracked in two locations.



PHOTO 32

Unit 15

Refer. 2.13

Possible cracking on the Unit 15
balcony soffit, viewed from the
ground level.



PHOTO 33

Unit 15

Refer. 3.1

Crack observed in the ceiling, cornice and wall adjacent to the balcony sliding door.



PHOTO 34

Unit 15

Refer. 3.1

Crack observed in the ceiling, cornice and wall adjacent to the balcony sliding door.



PHOTO 35

Unit 15

Refer. 3.1

Crack observed in the ceiling, cornice and wall adjacent to the balcony sliding door.



PHOTO 36

Unit 15

Refer. 3.2

Internal crack observed in the cornice at the north-eastern corner of the living room.

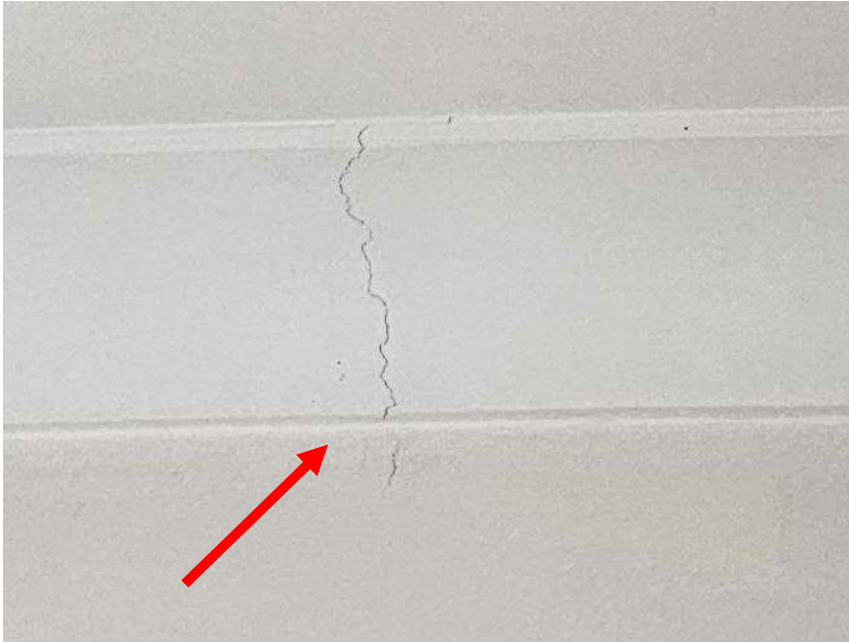


PHOTO 37

Unit 15

Refer. 3.2

Internal crack observed in the cornice at the north-eastern corner of the living room.



PHOTO 38

Unit 15

Refer. 3.3

Horizontal cracking observed below the cornice in the north-western corner of the bedroom.



PHOTO 39

Unit 15

Refer. 3.3

Horizontal cracking observed below the cornice in the north-western corner of the bedroom.



PHOTO 40

Unit 15

Refer. 3.4

Blistering, peeling paint observed in the southern wall in the bedroom, opposite the shower wet-area.



PHOTO 41

Unit 15

Refer. 3.4

Blistering, peeling paint observed in the southern wall in the bedroom, opposite the shower wet-area.



PHOTO 42

Unit 15

Refer. 3.5

Shower opposite defect in bedroom southern wall noted in reference 3.4.



PHOTO 43

Unit 15

Refer. 3.5

Shower opposite defect in bedroom southern wall noted in reference 3.4.

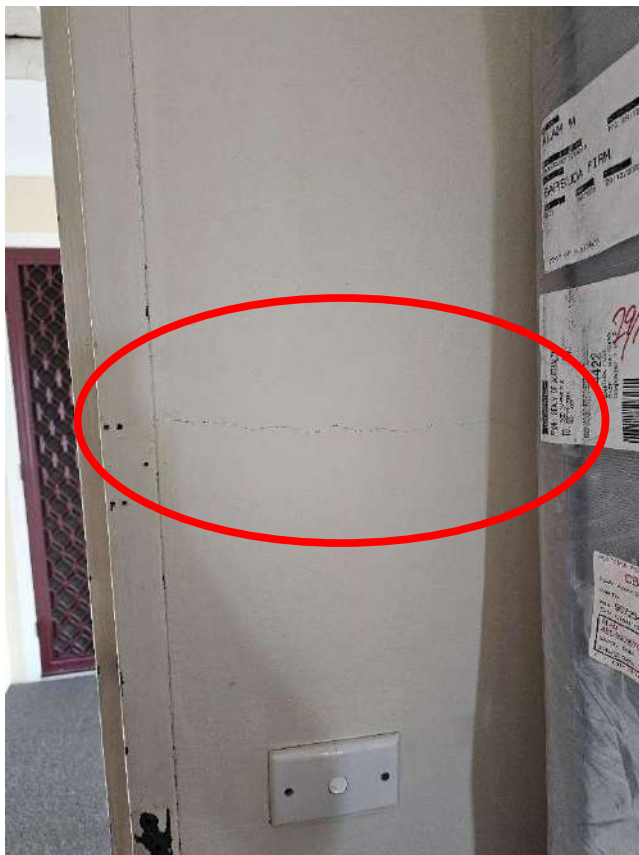


PHOTO 44

Unit 15

Refer. 3.6

Horizontal cracking in the northern wall of the living room, adjacent the entry doorway. Crack continues on opposite side of the wall in the common property stairway leading to the Unit 15 entrance.



PHOTO 45

Unit 15

Refer. 3.6

Horizontal cracking in the northern wall of the living room, adjacent the entry doorway. Crack continues on opposite side of the wall in the common property stairway leading to the Unit 15 entrance.



PHOTO 46

Unit 15

Refer. 3.6

Horizontal cracking in the northern wall of the living room, adjacent the entry doorway. Crack continues on opposite side of the wall in the common property stairway leading to the Unit 15 entrance.



PHOTO 47

Unit 15

Refer. 3.7

No cracking observed in the exterior wall opposite the location of the internal cracking reference 3.1, observed from the balcony.

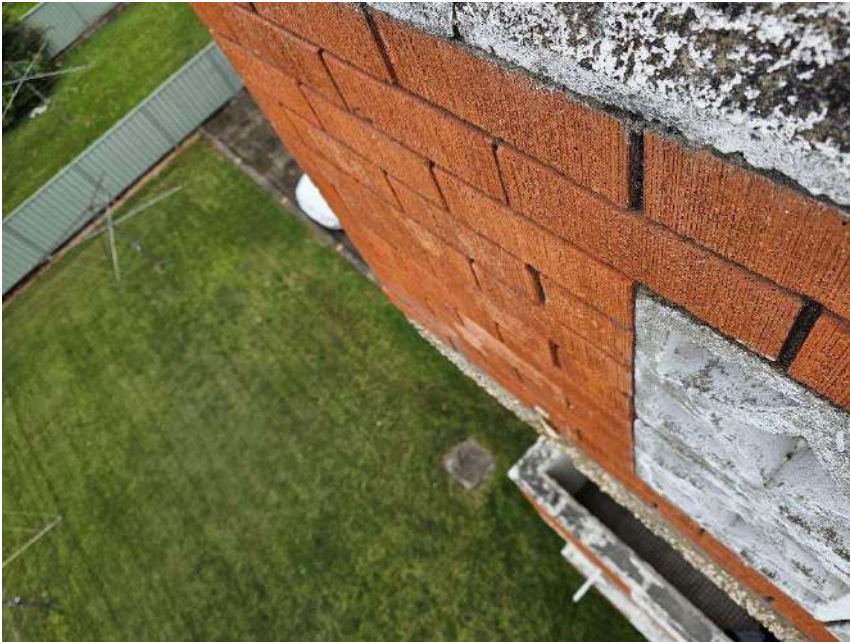


PHOTO 48

Unit 15

Refer. 3.8

Vegetation observed growing on the eastern parapet in reference 2.8 wall has been removed by the SC.



PHOTO 49

Unit 15

Refer. 3.9

Vegetation roots observed in reference 2.7 have been removed, along with a section of tiles in the south-east corner of the balcony.



PHOTO 50

Unit 15

Refer. 3.10

No waterproofing was observed either on the balcony slab or screed. Screed appeared damp at time of inspection. Balcony slab was tested for drummy concrete via a “tap test” with a hammer, no drummy concrete was observed in the exposed sections of slab.



PHOTO 51

Unit 15

Refer. 3.10

No waterproofing was observed either on the balcony slab or screed. Screed appeared damp at time of inspection. Balcony slab was tested for drummy concrete via a “tap test” with a hammer, no drummy concrete was observed in the exposed sections of slab.

ASBESTOS REPORTS

a subsidiary of Building Insurance Valuations Pty Limited ABN 75 124 043 027

ASBESTOS REGISTER AND ASBESTOS MANAGEMENT PLAN

COMMON PROPERTY - LEVEL 1 INSPECTION

17 SEPTEMBER 2012



9-11 COLLAERY AVENUE, FAIRY MEADOW :: SP9858



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Contents

Part 1 – Asbestos Register.....	1
Additional photographs	
Part 2 – Asbestos Management Plan.....	1
Part 3 – Explanation of this Asbestos Report.....	1
<u>The Risk Management Process</u>	
Risk Assessment	1
Priority of risk	1
Control measures - General.....	2
Time to rectify.....	2
Asbestos Management Plan.....	2
<u>Owners Corporation and PCBU Obligations</u>	2
Relevant extracts from the legislation.....	3
<u>General</u>	4
Inaccessible areas.....	5
Relevant extracts from the Code of Practice.....	5
Safe work procedures.....	5
Control measures – Asbestos specific	5
Asbestos warning labels.....	5
<u>Annex A</u> – Additional Photographs (Asbestos Register)	
<u>Annex B</u> – Asbestos penalties summary – Work Health and Safety Regulation 2011	
<u>Annex C</u> – Asbestos Warning Labels	




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Part 1 - Asbestos Register

ASBESTOS REGISTER

This Asbestos Register should be read in conjunction with the full Asbestos Report

Workplace address: 9-11 Collaery Avenue, Fairy Meadow :: SP9858		Name of Competent Person: Bryce McMillan - Asbestos Inspector		Photo (see Annex A for additional photos)		
Code of Practice items		Risk Assessment				
Date of Identification	Item Description (type of asbestos product) Specific Location	Friable or Non-Friable? Condition of Asbestos	Visual identification only	Area m2	Is this an inaccessible area? Recommended Control Measure(s)	
			Is it Asbestos? 1. highly likely; 2. likely; 3. unlikely; 4. highly unlikely Contamination risk 1. very high (friable) 2. high; 3. med.; 4. low	Approx	Remove/isolate	
1	Eaves	Non-friable	2. likely 2. high	46m	Yes Remove	
2	All internal entry doors	Non-friable	3. unlikely 4. low	6	No Replace when practical	
3	Internal ceilings	Non-friable	3. unlikely 4. low	25	No Leave in place Monitor Clean without creating dust Keep painted	

ASBESTOS REGISTER

This Asbestos Register should be read in conjunction with the full Asbestos Report

Workplace address: 9-11 Collaery Avenue, Fairy Meadow :: SP9858

Name of Competent Person: Bryce McMillan - Asbestos Inspector

Code of Practice items		Risk Assessment			Photo (see Annex A for additional photos)		
Date of Identification	Item Description (type of asbestos product) Specific Location	Friable or Non-Friable? Condition of Asbestos	Visual identification only Is it Asbestos? 1. highly likely; 2. likely; 3. unlikely; 4. highly unlikely	Contamination risk 1. very high (friable) 2. high; 3. mod.; 4. low		Area m2 Approx	Is this an inaccessible area? Recommended Control Measure(s) Remove/isolate

Inaccessible Areas: The following areas were not accessible or inspected and in accordance with Clause 422 of the Work Health and Safety Regulation 2011 the areas are assumed to contain asbestos or ACM.

Inaccessible area or areas not inspected	Reasons
A Roof and roof cavity	Not reasonably practicable to gain access
B Locked electrical cabinets	Locked

Annex A - Additional Photographs



Part 2 - Asbestos Management Plan

ASBESTOS MANAGEMENT PLAN								
This Asbestos Management Plan should be read in conjunction with the full Asbestos Report								
Treatment of asbestos at Workplace address: 9-11 Collaery Avenue, Fairy Meadow :: SP9858					Date: 17 September 2012			
Item	Item Description and Location(s)	Approx Amount m ²	Recommended Control Measure(s) Remove/isolate	Who's responsible and work to be done	Date to commence	Expected time to complete	Work complete signed off by	Signed off date
1	Eaves	46m	Remove					
2	All internal entry doors	6	Replace when practical					
3	Internal ceilings	25	Leave in place Monitor Clean without creating dust Keep painted					

Procedures for detailing accidents, incidents or emergencies of asbestos in the workplace - any work with asbestos or ACM is to comply with the 'How to manage and control asbestos in the workplace - Code of Practice' (ISBN 978-0-642-33315-5); **Safe work procedures** refer to Appendix F of the above Code of Practice; **Control measures** refer to page 36 of the above Code of Practice; **Training workers** refer to page 34 of the above Code of Practice; **Emergency procedures** refer the matter to the person in the management or control of the workplace in accordance with the above Code of Practice.

In the case of accidents, incidents or emergencies relating to asbestos Contact:.....Phone:.....

Part 3: Explanation

The Risk Management Process

There are varying methods of Risk Management and we have considered AS4360:2004 Risk Management, AS4801:2001 Occupational Health and Safety Management Systems - Specification with guidance for use; WorkCover NSW Hazpak and Risk Management at Work - Guide 2001, the ISO 31000 Risk Management family, amongst other documents.

This Asbestos Report outlines the following:

1. **Identifies likely asbestos hazards** excluding inaccessible areas
2. **Assesses risk** associated with those hazards
3. Provides an **overall risk rating** under Contamination Risk
4. Provides a recommended **Control Measure** for the rectification of those identified risk items
5. Provides an **Asbestos Register** and an **Asbestos Management Plan**

Risk Assessment

We have adopted two factors to assess overall risk. These are the propensity for **contamination** and the **likelihood** of an item being asbestos or an asbestos containing material (ACM) as we do not carry out testing of samples for a Level 1 Inspection (visual inspection only). There are four levels for each factor. They are:

<u>Contamination</u>	<u>The non-rectification of this risk item could result in</u>
1. Very high	Potentially contaminated site in the short term (for example, ACM is friable)
2. High	Potentially contaminated site in the medium term
3. Moderate	Potentially contaminated site in the longer term
4. Low	Limited degree of potential contamination

<u>Likelihood</u>	<u>Would the item contain asbestos?</u>
1. Highly likely	Very likely
2. Likely	Likely
3. Unlikely	Unlikely
4. Highly unlikely	Very unlikely

An example of likeliness may relate to the comparison of two building products, one which was known to contain asbestos in all of the product range (Highly Likely - James Hardie Super 6 Corrugated Roofing) and the other being a building product that at times, used asbestos in its production, but not at all times (Likely). The combination of the above considerations (contamination and likelihood) gives an overall risk rating.

For the purpose of this report we have utilised a simple 4 x 4 Hazpak Priority Table to produce our Asbestos WH&S Reports Risk Assessment Matrix which considers the degree of contamination, and the degree of likelihood of exposure to an asbestos hazard. Set out below is an example of our Asbestos WH&S Reports Risk Assessment Matrix.

EXAMPLE

OVERALL RISK RATING		Likelihood			
		Highly likely	Likely	Unlikely	Highly unlikely
Contamination	1. Very high	1	1	2	3
	2. High	1	2	3	4
	3. Moderate	2	3	4	5
	4. Low	3	4	5	6

Priority of Risk

The table above illustrates an Overall Risk Rating of 3. An Overall Risk Rating of 1 (Top Priority) would require immediate attention and 'it is extremely important to do something about this hazard as soon as possible'. An Overall Risk Rating of 6 (Low Priority) requires action but 'may not need your immediate attention' and do something about this hazard when possible. This allows varying hazards to be compared in relation to their risk rating which may assist in the assessment of the priority of rectification of those hazards.

Control measures

There are a number of ways to deal with a hazard. Here are basically five typical controls:

Elimination	removing the hazard or cause of the hazard - this is the best way to deal with a hazard
Isolation	quarantine the exposure to asbestos containing material by a physical barrier
Engineering	structurally change the environment or access to any likely asbestos containing material ie barriers, guards, enclosures to reduce the risk
PPE	personal protective equipment ie masks, safety goggles, gloves and protective clothing to reduce the risk
Administrative	documentation of the correct procedures or instructions for carrying out a task safely, or limiting the exposure to a hazard

All work to rectify a hazard should be carried out in a workman-like manner by a suitably qualified person. Likely control measures listed in this report are generally one of many potential solutions. A contractor or the Owners Corporation should choose their own safe work method of rectifying any hazard in accordance with good industry practice. The 'how to manage and control asbestos in the workplace' Code of Practice provides good advice on safe work practices.

Time to rectify

Sometimes we provide a recommended time frame for the elimination, rectification or minimisation of a hazard as simply (1) Short term; (2) Medium term; or (3) Long term. The actual time within the recommended time frames would vary depending on the hazard and the risk element. Generally, Short Term would require an effective control measure to be in place within a few days or weeks depending on the hazard; Medium Term would be in a few weeks to a few months; and Long Term may be a time frame of up to a year or more.

The context of that risk is important. In high traffic areas, the timeframe for repair would be expected to be sooner rather than later, when compared to a low traffic area. Note that if the problem is obvious and the risk of injury or damage to ACM is high, then acting to control and minimise the risk immediately, even if the act is an interim measure only, is more prudent than leaving the risk uncontrolled and waiting for the perfect control measure that ultimately eliminates the risk.

For example, a broken ACM stormwater pipe at the rear of the property where people generally do not walk may attract a recommendation of 'medium term' being an expected repair within six months, where an equivalent broken ACM stormwater pipe at an accessway at the front of the property that is used more often may attract a 'short term' repair within a few weeks and a control measure put in place within a few days.

Asbestos Management Plan

We provide a recommended Asbestos Management Plan (AMP) in Part 2 of this report which the Owners Corporation can add to or modify. This AMP provides a suggested timeline and priority of work to be completed. It also includes headings for who is responsible for the work, the expected timeframe and when the work has been completed. It is entirely up to the Owners Corporation to determine their own priority level as they are more intimately aware of their property, and whether it is 'reasonably practicable' to carry out rectification works. Note that just because an item is low priority does not mean that it should be completed a long time down the track if it can be fixed easily and quickly now.

Owners Corporation and the new Work Health and Safety legislation

As you may be aware, there is a National Model dealing with a concerted effort to harmonise the Occupational Health and Safety legislation around Australia. In January 2012, the new Work Health and Safety legislation was adopted by NSW, Queensland, ACT, Northern Territory and the Commonwealth. In NSW for example, the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulation 2001 were repealed and from 1 January 2012, the Work Health Safety Act 2011 (WHS Act) and the Work Health Safety Regulation 2011 (WHS Reg) came into effect. So in the near future, you will hear OHS intermingled and eventually replaced with WHS. You will also hear the term 'Person Conducting a Business or Undertaking' (PCBU) which captures a much wider range of person being responsible under the WHS legislation, and the definition of 'worker' includes contractors, sub-contractors, employees, volunteers, amongst other persons.

The new legislation has also significantly increased the requirements in dealing with asbestos and ACM, and in essence requires all buildings built before 31 December 2003 to obtain an Asbestos Register in order to comply (see Annex B for a summary of the penalties that applies to asbestos non-compliance).

Relevant extracts from the legislation

There is a limited exemption for some residential strata schemes that meet a stringent test. This is set out in clause 7 of the WHS Reg.

*7 (1) For the purposes of section 5(6) of the Act, a strata title body corporate that is responsible for any common areas **used only for residential purposes** may be taken **not** to be a Person Conducting a Business or Undertaking in relation to those premises. (2) Subclause (1) does not apply if the strata title body corporate engages any worker as an employee.*

Note that the definition of 'worker' is very wide and includes volunteers, employees, contractors and sub-contractors, amongst others (see s7 WHS Act). Many town planning instruments allow home business type uses within residential buildings, and a home business or occupation which may cause a loss of the residential exemption under the WHS Reg.

Division 3 Further duties of persons conducting businesses or undertakings

20 Duty of persons conducting businesses or undertakings involving management or control of workplaces

20(1) In this section, person with management or control of a workplace means a person conducting a business or undertaking to the extent that the business or undertaking involves the management or control, in whole or in part, of the workplace ...

20(2) The person with management or control of a workplace must ensure, so far as is reasonably practicable, that the workplace, the means of entering and exiting the workplace and anything arising from the workplace are without risks to the health and safety of any person.

Section 18 of the WHS Act is very important in defining 'reasonably practicable' and is set out below.

*18 In this Act, **reasonably practicable**, in relation to a duty to ensure health and safety, means that which is, or was at a particular time, reasonably able to be done in relation to ensuring health and safety, taking into account and weighing up all relevant matters including:*

- (a) the likelihood of the hazard or the risk concerned occurring, and*
- (b) the degree of harm that might result from the hazard or the risk, and*
- (c) what the person concerned knows, or ought reasonably to know, about:
 - (i) the hazard or the risk, and*
 - (ii) ways of eliminating or minimising the risk, and**
- (d) the availability and suitability of ways to eliminate or minimise the risk, and*
- (e) after assessing the extent of the risk and the available ways of eliminating or minimising the risk, the cost associated with available ways of eliminating or minimising the risk, including whether the cost is grossly disproportionate to the risk.*

Clause 427 of the Work Health and Safety Regulation 2011 states

427 Access to asbestos register

(1) A person with management or control of a workplace where an asbestos register is kept must ensure that the asbestos register is readily accessible to:

- (a) a worker who has carried out, carries out or intends to carry out, work at the workplace, and*
- (b) a health and safety representative who represents a worker referred to in paragraph (a), and*
- (c) a person conducting a business or undertaking who has carried out, carries out or intends to carry out, work at the workplace, and*
- (d) a person conducting a business or undertaking who has required, requires, or intends to require work to be carried out at the workplace.*

Maximum penalty: (a) in the case of an individual - \$3,600, or (b) in the case of a body corporate - \$18,000.

(2) If a person conducting a business or undertaking carries out, or intends to carry out, work at a workplace that involves a risk of exposure to airborne asbestos, the person with management or control of the workplace must ensure that the person is given a copy of the asbestos register.

Maximum penalty: (a) in the case of an individual - \$3,600, or (b) in the case of a body corporate - \$18,000.

General

The purpose of this Asbestos Report is to provide you with an Asbestos Register and Asbestos Management Plan. In addition, we carry out a Level 1 Inspection (visual inspection only) of the easily accessible common property areas. The Asbestos Register and Asbestos Management Plan are 'live' documents that should be added to or reviewed by an Owners Corporation or manager or controller of a workplace whenever asbestos or ACM is identified or assumed to be at the workplace or premises. For example, if a tradesman is working in the roof cavity and sees pipe lagging that may contain asbestos or other ACM, then he is obligated to inform the manager or controller or his instructing party that there is likely asbestos in that location so that the Asbestos Register and Asbestos Management Plan can be updated.

This Asbestos Report generally deals with your obligations under the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011. This report does not ensure compliance with every possible aspect of the Act or Regulations or any Code of Practice, particularly when access to all parts of the building are not easily available. In addition to legislative requirements, the Owners Corporation may have 'duty of care' requirements under common law.

The instruction for this report has been for a Level 1 Inspection (visual inspection only - non-invasive) and without the benefit of sample testing. Asbestos has been used in a variety of construction materials and at differing timeframes. There is no definitive list of items used in construction that may or may not contain asbestos. We do not carry out an invasive inspection. This Asbestos Report is not a Level 2 or Level 3 Audit. That is, we do not dig, gouge, dismantle, move or remove any items located in the common property. We do not climb onto the roof or in the ceiling spaces or into the underfloor areas. In particular, we have NOT taken samples of likely ACM nor had any tests carried out in a National Association of Testing Authorities (NATA) approved laboratory. More asbestos may be found by using a Level 2 Inspection which would entail the taking of building material samples and having those samples tested in a NATA approved laboratory at further cost to the building owner.

Certain assumptions have been made as to what constitutes common property where no plans have been made available. In this instance some items of common property may be excluded from this report. If any substantial changes to the common property are made we suggest this report be returned to us for updating. This report is current only on the day of inspection and relates to the condition of the common property of the strata plan only or the buildings in a non-strata property. We are not liable nor accept responsibility for differing opinions that other asbestos experts may have nor items that may be considered 'missed' or opinions of items that require a certain standard for compliance or rectification to our opinions.

The subject property may well have its own existing asbestos problems. After commissioning this report the property will still have those same problems. It is entirely up to the Owners Corporation or the building owner to determine the 'reasonably practicable' approach of which items require rectification and in which priority order.

Simply obtaining an asbestos report does not change the Owners Corporation's or building owner's risks or hazards associated with their property, i.e. there is no change to the risk to an Owners Corporation before or after obtaining an Asbestos Report, nor does it exclude, take away or minimise the obligations and responsibilities under the Work Health and Safety Act 2011 as a person conducting a business or undertaking or as a person in the management or control of a workplace. The commissioning of an Asbestos Report is not an insurance policy to the benefit of the Owners Corporation or building owner as we do not cover you for liability of the risks or hazards of your property. That is, there is no transfer of risk from the Owners Corporation or building owner to us. We do not accept liability for injury to persons or damage to property. The recommendations in the Asbestos Report need to be acted upon and the priority of items needing rectification is to be determined by the Owners Corporation or building owner.

This report is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this report. Neither the whole nor any part of this report or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear. This Asbestos Report has been prepared on the basis of instruction being for an Asbestos Report only and for no other purpose. A comprehensive report (ie a Level 2 - take samples and test, or a Level 3 - highly invasive inspection - usually carried out before the demolition of a building) should be commissioned if a party requires a more detailed report or for use in litigation matters. We reserve the right to

review or withdraw our report at any time. This report does not cover the structural condition of the property or other environmental contamination, nor is a quantitative survey. This report does not cover council or other government authority compliance in any respect (ie. building, etc) nor should it be construed as such.

Inaccessible areas

Plant rooms, utility rooms, meter rooms and plant machinery may not have been accessible during our inspection. We do not ordinarily make comment on the asbestos safety aspects of plant and machinery items and suggest an inspection be undertaken by a machinery and plant specialist. Other areas such as roof cavities and ceiling spaces, underfloor areas and locked common property rooms may not have been inspected and we therefore cannot make comment on these areas.

Relevant Extracts from the Asbestos Code of Practise

Safe work procedures

Appendix F of the Code of Practice sets out some recommended safe work methods that demonstrate how control measures can be used when asbestos is present at the workplace:

Safe work practice 1 – drilling of ACM

Safe work practice 2 – sealing, painting, coating and cleaning of asbestos-cement products

Safe work practice 3 – cleaning leaf litter from gutters of asbestos cement roofs

Safe work practice 4 – replace cabling in asbestos cement conduits or boxes

Safe work practice 5 – working on electrical mounting boards containing asbestos

Safe work practice 6 – inspection of asbestos friction materials

Control Measures

R.420 A person conducting a business or undertaking must ensure, so far as is reasonably practicable, exposure of a person at the workplace to airborne asbestos is eliminated. If this is not reasonably practicable, the exposure must be minimised so far as is reasonably practicable. The exposure standard for asbestos must not be exceeded at the workplace.

Managing the risks associated with asbestos involves:

- identifying asbestos and ACM at the workplace and recording this in the asbestos register
- assessing the risk of exposure to airborne asbestos
- eliminating or minimising the risks by implementing control measures
- reviewing control measures to ensure they are effective.
- When choosing the most appropriate control measure, the following hierarchy of controls must be considered:
 - eliminating the risk (for example, removing the asbestos)
 - substituting the risk, isolating the risk or applying engineering controls (for example, enclosing, encapsulation, sealing or using certain tools)
 - using administrative controls (for example, safe work practices)
 - using PPE.

A combination of these controls may be required in order to adequately manage and control asbestos or ACM. Chapter 7 of the Code provides more information on the different control measures that can be used. General guidance on the risk management process is available in the Code of Practice: How to Manage Work Health and Safety Risks.

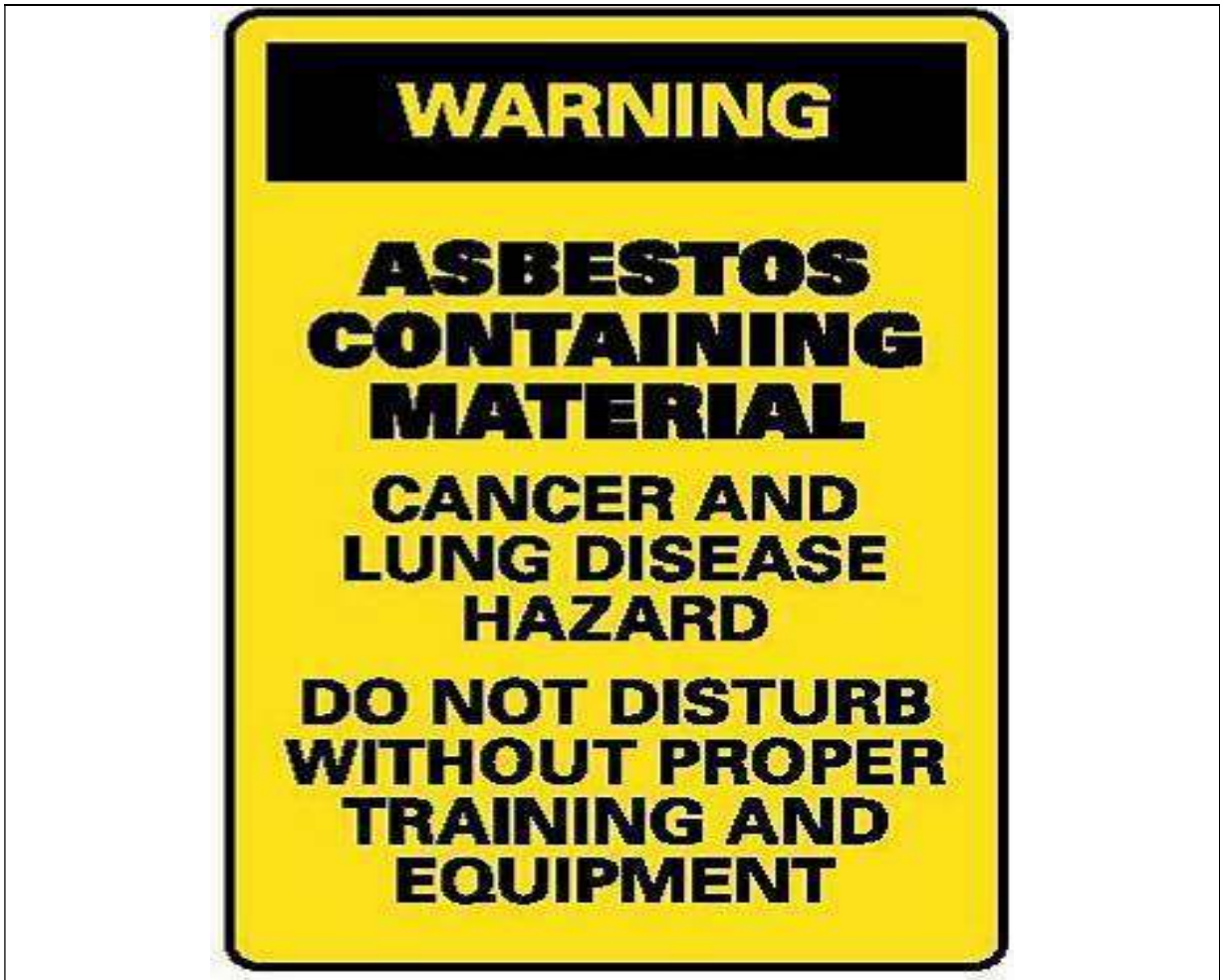
Asbestos Warning Labels

Annex C has some examples of Asbestos warning labels that you may choose to use from the Code of Practice.

Annex B - Brief summary of the Asbestos penalties that apply for non-compliance with the WHS Reg 2011.

WHS Reg Clause	Brief extract	Fine: Individual	Fine: Body Corporate
419	Work involving asbestos or ACM—prohibitions and exceptions A PCBU must not carry out, or direct or allow a worker to carry out, work involving (includes disturbing) asbestos.	\$6,000	\$30,000
420	Exposure to airborne asbestos at workplace A PCBU must ensure that the exposure standard for asbestos is not exceeded at the workplace.	\$6,000	\$30,000
Part 8.3 Management of asbestos and associated risks			
422	Asbestos to be identified or assumed at workplace (1) A person with management or control of a workplace must ensure, so far as is reasonably practicable, that all asbestos or ACM at the workplace is identified by a competent person (2) A person with management or control of a workplace must: (a) if material at the workplace cannot be identified but a competent person reasonably believes that the material is asbestos or ACM—assume that the material is asbestos, and (b) if part of the workplace is inaccessible to workers and likely to contain asbestos or ACM - assume that asbestos is present in the part of the workplace.	\$6,000	\$30,000
423	Analysis of sample A person with management or control of a workplace <u>may</u> identify asbestos or ACM by arranging for a sample of material at the workplace to be analysed for the presence of asbestos or ACM.	\$1,250	\$6,000
424	Presence and location of asbestos to be indicated A person with management or control of a workplace must ensure that: (a) the presence and location of asbestos or ACM identified at the workplace under cl. 422 is clearly indicated, <u>and</u> (b) if it is reasonably practicable to do so, indicate the presence and location of the asbestos or ACM by a label.	\$6,000	\$30,000
425	Asbestos register (1) A person with management or control of a workplace must ensure that a register (an asbestos register) is prepared and kept at the workplace.	\$3,600	\$18,000
	(2) The person must ensure that the asbestos register is maintained to ensure the information in the register is up to date.	\$3,600	\$18,000
	(6) This clause does not apply to a workplace if: (a) the workplace is a building that was constructed after 31 December 2003, <u>and</u> (b) no asbestos has been identified at the workplace, <u>and</u> (c) no asbestos is likely to be present at the workplace from time to time.		
426	Review of asbestos register A person with management or control of a workplace where an asbestos register is kept must ensure that the register is reviewed and as necessary revised	\$3,600	\$18,000
427	Access to asbestos register (1) A person with management or control of a workplace where an asbestos register is kept must ensure that the asbestos register is readily accessible to: (a) a worker who has carried out, carries out or intends to carry out, work at the workplace, and... (d) a person conducting a business or undertaking who has required, requires, or intends to require work to be carried out at the workplace.	\$3,600	\$18,000
428	Transfer of asbestos register by person relinquishing management or control If a person with management or control of a workplace plans to relinquish management or control of the workplace, the person must ensure, so far as is reasonably practicable, that the asbestos register is given to the person, if any, assuming management or control of the workplace.	\$3,600	\$18,000
429	Asbestos management plan (2) A person with management or control of the workplace must ensure that a written plan (an <i>asbestos management plan</i>) for the workplace is prepared.	\$6,000	\$30,000
	(3) A person with management or control of the workplace must ensure that the asbestos management plan is maintained to ensure the information in the plan is up to date.	\$6,000	\$30,000
	(5) A person with management or control of a workplace must ensure that a copy of the asbestos management plan for the workplace is readily accessible to: (a) a worker who has carried out, carries out or intends to carry out, work at the workplace, and ... (d) a person conducting a business or undertaking who has required, requires, or intends to require work to be carried out at the workplace.	\$3,600	\$18,000
430	Review of asbestos management plan (1) A person with management or control of a workplace that has an asbestos management plan must ensure that the plan is reviewed and as necessary revised in certain circumstances.	\$3,600	\$18,000







BIV REPORTS PTY LIMITED

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10 YEAR CAPITAL WORKS FUND PLAN

JULY 2020



9-11 COLLAERY AVENUE, FAIRY MEADOW :: SP9858



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Contents

10 Year Capital Works Fund Forecast – Costs Estimates.....	3
10 Year Capital Works Fund Forecast – Reasoning for Costs Estimates.....	4
Recommended Annual Capital Works Fund Payment.....	5
Assumptions.....	5
Recommended Capital Works Fund Payment per Unit Entitlement + per Lot.....	6
Recommendation.....	7
Points of consideration.....	7
Summary.....	8

Annexes

Photographs

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10 Year Capital Works Fund Forecast – Costs Estimates (includes GST)

Capital Works Fund Forecast for:		9-11 Collaery Avenue, Fairy Meadow					30 September 2020					Strata Plan:		
		Date commencing:										Today's date:		
Serial	Item	Current Cost Estimate	Approx year required	Escalated amount	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10
					Sep-21	Sep-22	Sep-23	Sep-24	Sep-25	Sep-26	Sep-27	Sep-28	Sep-29	Sep-30
1	Structure													
2	Roof	\$16,200	6	\$25,707						\$25,707				
3	Long term capital items	\$7,500	10	\$16,192										\$16,192
4	Appendages													
5	Child Window Safety Locks	\$2,500	2	\$2,756		\$2,756								
6	Common prop. lighting	\$2,000	3	\$2,315			\$2,315							
7	Garage doors													
8	Pebblecrete	\$5,000	8	\$9,255								\$9,255		
9	Common prop. signage	\$1,000	7	\$1,714							\$1,714			
10	Guttering & downpipes	\$9,100	4	\$11,061				\$11,061						
11	Common prop. doors	\$5,200	4	\$6,321				\$6,321						
12	Brickwork	\$5,900	3	\$6,830			\$6,830							
13	Windows	\$10,000	5	\$12,763					\$12,763					
14	Inside													
15	Internal painting	\$14,500	7	\$24,850							\$24,850			
16	Carpet	\$6,100	8	\$11,291								\$11,291		
17	Security system													
18	Floor tiles	\$2,200	5	\$2,808					\$2,808					
19	Outside													
20	External painting	\$38,000	9	\$75,962										
21	Landscaping	\$750	8	\$1,388									\$1,388	
22	Fences	\$6,800	5	\$8,679					\$8,679					
23	Retaining walls													
24	Sealing concrete areas (1)													
25	Bollards	\$500	2	\$551		\$551								
26	Trip hazards	\$500	1	\$525	\$525									
27	Storm water drains	\$3,300	3	\$3,820			\$3,820							
28	Carport	\$1,200	7	\$2,057							\$2,057			
29	Driveway	\$8,100	2	\$8,930		\$8,930								
30	Line marking	\$1,000	2	\$1,103		\$1,103								
31	Clothes lines	\$500	6	\$793						\$793				
	Total Estimate (rounded)	\$147,850		\$237,671	\$525	\$13,340	\$12,965	\$17,382	\$24,249	\$26,501	\$28,621	\$21,934	\$75,962	\$16,192

10 Year Capital Works Fund Forecast – Reasoning for Costs Estimates (includes GST)

Capital Works Fund Forecast for:		9-11 Collaery Avenue, Fairy Meadow	Date commencing:	30 September 2020	Strata Plan:	SP9858
					Today's date:	15 July 2020
Ser-ial	Item	Current Cost Estimate	Approx year required	Comments (Allowance for)		
1	Structure					
2	Roof	\$16,200	6	Contribution towards the repair of the roof		
3	Long term capital items	\$7,500	10	Contribution towards the replacement of the long term capital items		
4	Appendages					
5	Child Window Safety Locks	\$2,500	2	Allowance for child window safety locks		
6	Common prop. lighting	\$2,000	3	Contribution towards the replacement of the common prop. lighting		
7	Garage doors					
8	Pebblecrete	\$5,000	8	Contribution towards the repair of the pebblecrete		
9	Common prop. signage	\$1,000	7	Contribution towards the replacement of the common prop. signage		
10	Guttering & downpipes	\$9,100	4	Contribution towards the repair of the guttering & downpipes		
11	Common prop. doors	\$5,200	4	Contribution towards the replacement of the common prop. doors		
12	Brickwork	\$5,900	3	Allowance for brickwork		
13	Windows	\$10,000	5	Contribution towards the repair of the windows		
14	Inside					
15	Internal painting	\$14,500	7	Contribution towards the renewal of the internal painting		
16	Carpet	\$6,100	8	Contribution towards the replacement of the carpet		
17	Security system					
18	Floor tiles	\$2,200	5	Contribution towards the replacement of the floor tiles		
19	Outside					
20	External painting	\$38,000	9	Contribution towards the renewal of the external painting		
21	Landscaping	\$750	8	Allowance for the renewal of the landscaping		
22	Fences	\$6,800	5	Contribution towards the repair of the fences		
23	Retaining walls					
24	Sealing concrete areas (1)					
25	Bollards	\$500	2	Contribution towards the replacement of the bollards		
26	Trip hazards	\$500	1	Removal of any trip hazards		
27	Storm water drains	\$3,300	3	Contribution towards the repair of the storm water drains		
28	Carport	\$1,200	7	Contribution towards the repair of the carport		
29	Driveway	\$8,100	2	Contribution towards the repair of the driveway		
30	Line marking	\$1,000	2	Contribution towards the renewal of the line marking		
31	Clothes lines	\$500	6	Contribution towards the replacement of the clothes lines		
	Total Estimate (rounded)	\$147,850				

Recommended Annual Capital Works Fund Payment

End of Year	Year Ending	Recommended Capital Works Fund Payment	Annual % change in Capital Works Fund Payment	Adjustment to Capital Works Fund Payment (increase/decrease)	CW/Fund Balance + Interest + Annual CW/Fund Payment	Costs in each year refer to the table above (page 3)	Capital Works Fund Balance	Interest on the Capital Works Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	1.25%
1	Sep-21	\$18,112			\$100,544	\$525	\$81,414	\$1,018
2	Sep-22	\$18,655	3.00%		\$119,924	\$13,340	\$106,584	\$1,250
3	Sep-23	\$19,215	3.00%		\$127,131	\$12,965	\$114,165	\$1,427
4	Sep-24	\$19,791	3.00%		\$135,384	\$17,382	\$118,002	\$1,475
5	Sep-25	\$20,385	3.00%		\$139,862	\$24,249	\$115,612	\$1,445
6	Sep-26	\$20,996	3.00%		\$138,054	\$26,501	\$111,553	\$1,394
7	Sep-27	\$21,626	3.00%		\$134,574	\$28,621	\$105,953	\$1,324
8	Sep-28	\$22,275	3.00%		\$129,552	\$21,934	\$107,619	\$1,345
9	Sep-29	\$22,943	3.00%		\$131,907	\$75,962	\$55,945	\$699
10	Sep-30	\$23,632	3.00%		\$80,276	\$16,192	\$64,084	\$801
11	Sep-31	\$24,341	3.00%		\$89,226		\$89,226	\$1,115

Note: some figures may be rounded

Assumptions

Base Annual Capital Works Fund contribution for Capital Items	\$23,612
Buffer (or adjustment to the base annual contribution)	-\$5,500
Recommended Annual Capital Works Fund Contribution (After Buffer)	\$18,112
Current Annual Capital Works Fund contribution (as instructed)	\$8,573
Current Capital Works Fund Balance (as instructed)	\$81,414
Annual Capital Works Fund Payment increase rate	3.00%
Adopted Investment Rate after tax	1.25%

The above table represents our Recommendation of the Annual Capital Works Fund Payments for the next 11 years. Column F includes the Capital Works Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Capital Works Fund Payment for the current year. Column C (Recommended Capital Works Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Capital Works Fund Payment (negative adjustment) to ensure that the Capital Works Fund Balance remains positive in each year.

First Year - Recommended Capital Works Fund Payment per Unit Entitlement and per Lot (PER ANNUM)

SP9858

Page 6

9-11 Collaery Avenue, Fairy Meadow

First Year Capital Works Fund Payment			
Lot No	Unit Entitlement	Per Annum: Year 1 Payment	Rate per U/E
1	21	\$1,268	\$60.37
2	21	\$1,268	(rounded)
3	20	\$1,207	
4	19	\$1,147	
5	16	\$966	
6	22	\$1,328	
7	22	\$1,328	
8	21	\$1,268	
9	20	\$1,207	
10	16	\$966	
11	22	\$1,328	
12	22	\$1,328	
13	21	\$1,268	
14	20	\$1,207	
15	<u>17</u>	<u>\$1,026</u>	
	300	\$18,112	

Recommendation

We consider that the existing Capital Works Fund Balance is very good, however an additional allowance should be maintained for any unforeseen circumstances. We consider that the current annual payments are not sufficient to meet the immediate likely expenditure. We recommend that the Owners Corporation adopt as a minimum the Capital Works Fund Payments as shown in the table below and for the following ten years.

Points of consideration

We have made the following allowances:

- contribution towards the repair of the roof in year 6.
- contribution towards the replacement of the long term capital items, if required.
- in year 2, allowance for child window safety locks.
- contribution towards the replacement of the common prop. lighting in year 3.
- in year 8, contribution towards the repair of the pebblecrete, if required.
- in year 7, contribution towards the replacement of the common prop. signage.
- contribution towards the repair of the guttering & downpipes in year 4.
- contribution towards the replacement of the common prop. doors in year 4, if required.
- in year 3, allowance for brickwork.
- contribution towards the repair of the windows in year 5.
- in year 7, contribution towards the renewal of the internal painting, if required. In order to maintain a fresh appearance and provide constant protection. If performed regularly, repainting will prevent excessive preparation costs in the future.
- in year 8, contribution towards the replacement of the carpet.
- contribution towards the replacement of the floor tiles in year 5.
- contribution towards the renewal of the external painting in year 9, if required.
- in year 8, allowance for the renewal of the landscaping. The owners may wish to change the plantings, restore landscaped areas and refresh with new bark chips.
- in year 5, contribution towards the repair of the fences, if required. Where appropriate, at 50% of the cost in accordance with the Dividing Fences Act, 1991.
- contribution towards the replacement of the bollards in year 2.
- in year 1, removal of any trip hazards. (By the use of a concrete grinder or other appropriate means).
- contribution towards the repair of the storm water drains in year 3.
- contribution towards the repair of the carport in year 7, if required.
- in year 2, contribution towards the repair of the driveway.
- in year 2, contribution towards the renewal of the line marking, if required.
- contribution towards the replacement of the clothes lines in year 6.

We have made an allowance to install Child Window Safety Locks (as a default) in order to make the subject property compliant with s118 of the Strata Scheme Management Act 2015, and to also limit risk under the Civil Liability legislation. We recommend that the Owners Corporation engage a professional Window Safety Specialist company to carry out this work and to ensure that whoever carries out this work must pressure test each lock in the window in order to comply with Clause 30 of the Strata Schemes Management Regulation 2016.

Note that the Capital Works Fund Plan is only an estimate of what items may reasonably require replacement during the term of the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass, and indeed, additional items of capital repairs or replacement unforeseen at the time of preparing a Capital Works Fund Plan may occur in the immediate future. This Capital Works Fund Plan should be reviewed periodically when items are no longer required and should be removed, or new items discovered which should be added to the Plan. Funding for this Plan should be obtained from the Capital Works Fund. The shown figures are our recommendation based upon our assessment of the likely expenditure (and an allowance for expenditure) in the 10 year Capital Works Fund Plan requested. The Owners Corporation is entitled to choose whatever Capital Works Fund contributions they deem appropriate for their particular circumstances.

Summary

The following repair or replacement items are recommended at the times scheduled below.

Year	Year Ending	Recommended Capital Works Fund Payment (includes any Extra Costs payment)	Items
1	Sep-21	\$18,112	Trip Hazards
2	Sep-22	\$18,655	Line Marking Driveway Bollards Child Window Safety Locks
3	Sep-23	\$19,215	Storm Water Drains Brickwork Common Prop. Lighting
4	Sep-24	\$19,791	Common Prop. Doors Guttering & Downpipes
5	Sep-25	\$20,385	Fences Floor Tiles Windows
6	Sep-26	\$20,996	Clothes Lines Roof
7	Sep-27	\$21,626	Carport Internal Painting Common Prop. Signage
8	Sep-28	\$22,275	Landscaping Carpet Pebblecrete
9	Sep-29	\$22,943	External Painting
10	Sep-30	\$23,632	Long Term Capital Items
11	Sep-31	\$24,341	



W. L. Dobrow FAPI FREI REIV (Aust)

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Australian Property Institute - Certified Practising Valuer

The above assessment has been calculated in accordance with the Strata Schemes Management Act 2015. The recommendations are calculated from an amalgam of estimates and a single figure is provided for practical purposes from within a range of values and combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Plan. Building plans or building surveys should be provided if the Owners Corporation requires more accurate areas. We have relied upon Rawlinsons and the advice of a quantity surveyor at times to assess the cost of replacement and the repair of items and do not accept responsibility for any errors from the above providers of source data. Our inspection of the building only includes easily accessible areas of the property at the time of inspection. We do not identify or comment on the structural integrity (pest, rot or defect, etc), building compliance, or fire safety items of the improvements.

This report is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this report. Neither the whole nor any part of this report or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear. This Capital Works Fund Plan has been prepared on the basis of instruction being for a 10 year Capital Works Fund Plan only in order to satisfy the requirements of the Act and for no other purpose. A comprehensive report should be commissioned if a party requires a more detailed report or for use in litigation matters. We reserve the right to review or withdraw our report at any time. This report does not cover the property's structural condition or environmental contamination, nor is a quantitative survey. This report does not cover occupational health and safety, fire safety, nor council compliance in any respect (ie. flooding, building, etc) nor should it be construed as such.

Photographs





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SAFETY REPORT - (WHS + COMMON LAW DUTY OF CARE)

22 September 2021



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SAFETY REPORT

WHS + COMMON LAW DUTY OF CARE

Contents

Part 1 - Items requiring rectification	P1	
Part 2 - Explanation of this Safety Report.....	P2	
 <u>The Risk Management Process</u>		
Risk Assessment	1	
Priority of risk	1	
Control Measures - General.....	2	
Time to rectify.....	2	
Safety Action Plan.....	2	
 <u>Property Owners Obligations</u>		2
Important and Good Practice Items	3	
 <u>General</u>		4
Part 3 - Inspected items found to be satisfactory	P3	
Part 4 - Safety Action Plan.....	P4	

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Address: 9-11 Collaery Avenue, Fairy Meadow SP9858

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 22 September 2021

Part 1: Items requiring rectification

Part 1 lists those items that we have identified as requiring some form of rectification. We have also provided recommended control measures to either eliminate, substitute, or otherwise to minimise the hazard and its risk. Control measures other than those recommended may also be adopted.

A Risk Assessment for each identified item has been carried out in order to assist the Property Owner or Owners Corporation in prioritising any rectification works.

Although we make recommendations to rectify, modify or eliminate potential hazards, it is entirely up to the Property Owner or Owners Corporation to decide their own course of action. Legal advice should be obtained to determine whether it is 'reasonably practicable' to maintain, renew, replace or repair any item in order to rectify a hazard, or for an Owners Corporation whether a resolution under s106(3)(b) of the Strata Schemes Management Act is appropriate.

1. Driveway surface appears broken.

The surface of the driveway is cracked which may present a trip hazard to pedestrians.

General Location: Front right of the property driveway.

Control measures: Repair the surface of the driveway to reduce or eliminate this risk.



Timeframe to rectify: **Short**

OVERALL RISK RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability	1	1	2	3
Serious injury	1	2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6

2. Inadequate signage for low clearance.

It appears there is no signage to indicate the low clearances for parts of the building that vehicles can drive under which may cause injury to people or damage to vehicles.

General Location: Unit 6 & 11 garages as well as other locations.

Control measures: Install appropriate signage to indicate the height of the low clearance to reduce this risk.



Timeframe to rectify: **Short**

OVERALL RISK RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability	1	1	2	3
Serious injury	1	2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6



Address: 9-11 Collaery Avenue, Fairy Meadow SP9858

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 22 September 2021

3. Broken glass or window panes are present.

There appears to be a broken window on the property which presents a safety and security hazard.

General Location: Communal toilet.

Control measures: Have a glazier attend the site to repair any broken glass as soon as possible.

Timeframe to rectify: **Short**



OVERALL RISK RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability	1	1	2	3
Serious injury	1	2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6

4. Build up of rubbish is present in the garbage area.

Rubbish build up was present during our inspection which presents a trip hazard and creates an untidy environment.

General Location: Garbage area.

Control measures: Removal of this excess rubbish on a regular basis is required.

Timeframe to rectify: **Short**



OVERALL RISK RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability	1	1	2	3
Serious injury	1	2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6

5. No Child safety devices at the windows.

Our internal inspection of the common property stairwell has revealed that there are no child window safety locks fitted which is a child safety hazard.

General Location: The internal staircase windows.

Control measures: Install some child safety devices on the windows to eliminate this risk.

Timeframe to rectify: **Short**



OVERALL RISK RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability	1	1	2	3
Serious injury	1	2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6



Address: 9-11 Collaery Avenue, Fairy Meadow SP9858

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Date of inspection: 22 September 2021

6. Carpets appear to be frayed.

Damaged or frayed carpets may cause a tripping hazard for pedestrians.

General Location: Near unit 9 of the internal staircase.

Control measures: All damaged/frayed carpet should be repaired/replaced.



OVERALL RISK RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability	1	1	2	3
Serious injury	1	2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6

Timeframe to rectify: **Short**

7. Grounds/common areas are not kept tidy.

Debris is evident in the common areas which may create an untidy environment and present a protrusion, trip or hygiene hazard.

General Location: Front right of the property opposite the letterboxes.

Control measures: Regular maintenance is required to ensure the area is kept tidy.



OVERALL RISK RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability	1	1	2	3
Serious injury	1	2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6

Timeframe to rectify: **Short**

8. The brick border wall is cracked.

The brick border wall is cracked and could collapse creating a safety hazard and potential injury to people.

General Location: Brick border wall on the front left of the property.

Control measures: Replace or repair the brick border wall to reduce or eliminate this risk.



OVERALL RISK RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability	1	1	2	3
Serious injury	1	2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6

Timeframe to rectify: **Short**



Address: 9-11 Collaery Avenue, Fairy Meadow SP9858

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 22 September 2021

Part 2: Explanation

The Risk Management Process

There are varying methods of risk management and we have considered AS4360:2004 Risk Management, ISO 31000:2009, Risk Management, AS4801:2001 Occupational Health and Safety Management Systems, WorkCover NSW Hazpak and Risk Management at Work - Guide 2001, amongst other documents.

This safety report does do the following:

1. **Identifies hazards** listed in our 360 point checklist
2. **Assesses risk** associated with those hazards
3. Provides an **Overall Risk Rating**
4. Provides a recommended **priority** or timeline for rectification of risk items
5. Provides a recommended **Safety Action Plan**

Risk Assessment

We have primarily adopted two factors to assess overall risk. These are the propensity to **injury** and the **likelihood** of that injury occurring. There are four levels for each factor. They are:

<u>Injury</u>	<u>the non-rectification of this risk item could result in</u>
Fatality	fatality or permanent disability
Serious injury	long term illness, broken limbs, internal injury or off work for more than one week
Major injury	medical attention and off work for several days ie a cut hand, or sprained ankle
Minor injury	first aid required

<u>Likelihood</u>	<u>the hazard could cause harm</u>
Very likely	at any time
Likely	at some time
Unlikely	rarely
Very unlikely	probably never will

An **example** of likeliness may relate to the comparison of two trip hazards, one being located in the main entry into the foyer of a building (Very Likely) and the other being in the back corner of a car park where people rarely walk (Unlikely). The combination of the above considerations (injury and likelihood) gives an overall risk rating.

For the purpose of this Report we have utilised the Hazpak Priority Table to produce our WH&S Reports Risk Assessment Matrix which considers the degree of injury, and the degree of likelihood of risk of exposure to a hazard. Set out below is our WH&S Reports Risk Assessment Matrix.

OVERALL RISK RATING	Very Likely	Likely	Unlikely	Very unlikely
Fatality / disability	1	1	2	3
Serious injury	1	2	3	4
Moderate injury	2	3	4	5
Minor injury	3	4	5	6



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Date of inspection: 22 September 2021

Priority of Risk

An Overall Risk Rating of 1 (Top Priority) would require immediate attention and 'it is extremely important to do something about this hazard as soon as possible'. In comparison, an Overall Risk Rating of 6 (Low Priority) requires action but 'may not need your immediate attention' and do something about this hazard when possible.

This allows hazards to be compared in relation to their risk rating which may also assist in the assessment of the priority of the rectification of those hazards.

Control measures

There are a number of ways to deal with a hazard. Here are five typical controls:

Elimination	remove the hazard or cause of the hazard - the best way to deal with a hazard
Substitution	use a different piece of equipment or safer material to reduce the risk
Engineering	structurally change the environment ie barriers, guards, enclosures to reduce risk
PPE	personal protective equipment ie sun hats, safety goggles, gloves to reduce risk
Administrative	documentation of the correct procedures or instructions for carrying out a task safely, or limiting the exposure to a hazard

All work to rectify a hazard should be carried out in a workman-like manner by a suitably qualified person. Likely control measures listed in this report are generally one of many potential solutions. A contractor or the Owner should choose their own method of rectifying any hazard.

Time to rectify


We provide a recommended time frame for elimination, rectification or minimisation of a hazard as simply (1) Short term; (2) Medium term; or (3) Long term. The actual time within the recommended time frames would vary depending on the hazard and the risk element. For example, a broken window in the entry door would have a Short term recommendation which would be an immediate response to the hazard which may be within days of receiving this report, whereas short term for a leaning timber fence may be a repair within six months.

The context of that risk is important. In high traffic areas, the timeframe for repair would be expected to be sooner rather than later, when compared to a low traffic area. Note that if the problem is obvious and the risk of injury is high, then acting to control and minimise the risk immediately, even if the act is an interim measure only, is more prudent than leaving the risk uncontrolled and waiting for the perfect control measure that ultimately eliminates the risk.

For example, a storm water pipe discharge at the rear of the property where people rarely go may attract be 'short term' being an expected repair within six months, where an equivalent storm water discharge at the front of the property that is used more often may attract a 'short term' repair within a few weeks.

Safety Action Plan

We provide a recommended Safety Action Plan in Part 5 of this report which the Owners Corporation can add to or modify, and provides a suggested timeline and priority of work to be completed. It is entirely up to the Property Owner or Owners Corporation to determine their own priority level as they are more intimately aware of their property, and whether it is 'reasonably practicable' to carry out rectification works. Note that just because an item is low priority does not mean that it should be completed a long time down the track if it can be fixed easily and quickly now.

 BIV REPORTS 1300 10 72 80	<h1>SAFETY REPORT</h1>		This Part should be read in conjunction with the full Safety Report
	Address: 9-11 Collaery Avenue, Fairy Meadow SP9858		
Name of Safety Inspector: Hendrik Boekholt		Date of inspection: 22 September 2021	

Property Owners Obligations

This Safety Report deals with your general obligations under the Work Health and Safety Act 2011 and the Work Health and Safety Regulations 2017. This Report does not ensure compliance with every possible aspect of the Act or Regulations. In addition to legislative requirements, the Property Owner and Owners Corporation has 'duty of care' requirements under Common Law or other statutes, and we consider some of these additional issues within this Report.

This Safety Report is not an audit. An audit will have a comprehensive list of generally prescriptive requirements satisfying various legislation and potentially common law safety issues. This report is not all encompassing and does not drill down to specific requirements in every possible Act that may affect safety within the subject property.

Certain assumptions have been made as to what constitutes common property where no plans have been made available. In this instance some items of common property may be excluded from this report. If any substantial changes to the common property are made we suggest this report be returned to us for updating. This report is current only on the day of inspection and relates to the condition of the common property of the strata plan only. Varying safety experts may have differing opinions of items that require a certain standard for compliance to our opinions.

A visual inspection only has been carried out of easily accessible and visible common property areas. We do not carry out an invasive inspection. That is, we do not dig, gouge, dismantle, move or remove any items located in the common property. We do not climb onto the roof or in the ceiling spaces or into the underfloor areas. We do not identify or comment on the structural integrity, building compliance, rot, defect, fire safety items or infestation of the improvements, and if you have any concerns in this regard we suggest an expert in that particular field be consulted.

We have assumed that at the time of construction the building complied with relevant statutory controls and local council building regulations. We make no comment as to whether the building complies with current statutory building regulations such as the Building Code of Australia.

Important and Good Practice items

Throughout our checklist we have considered those items that if repaired or rectified would then comply with either legislative requirements or common law, such as a pool fence being self closing. In addition, we may comment upon simply good practice items such as emergency phone numbers on the notice board or having visible street numbers.

General

The subject property may well have its own safety problems. After commissioning this Report the property will still have those same problems. It is entirely up to the Property Owner or Owners Corporation to determine the 'reasonably practicable' approach of which items require rectification and in which priority order.

We are not liable nor accept responsibility for differing opinions that other safety experts may have nor items that may be considered 'missed'. We utilise a very comprehensive 360 point checklist that has been prepared, designed and each item considered by both our Senior Safety Assessor and a senior WorkCover Inspector with over 20 years experience in workplace safety. This Report considers both Important and Good Practice items according to our 360 point checklist.



Address: 9-11 Collaery Avenue, Fairy Meadow SP9858

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 22 September 2021

Simply obtaining a safety report does not change the Property Owner or Owners Corporation's risks or hazards associated with their property, i.e. there is no change to the risk to a Property Owner or Owners Corporation before or after obtaining a Safety Report, nor does it exclude, take away or minimise the obligations and responsibilities under the Work Health and Safety Act 2011 as a person in the control or management of a workplace. The commissioning of a Safety Report is not an insurance policy to the benefit of the Property Owner or Owners Corporation as we do not cover you for liability of the risks or hazards of your property. That is, there is no transfer of risk from the Property Owner or Owners Corporation to us. We do not accept liability for injury to persons or damage to property. The recommendations in the Safety Report need to be acted upon and the priority of items needing rectification is to be determined by the Property Owner or Owners Corporation.

This Report is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this Report. Neither the whole nor any part of this Report or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear. This Safety Report has been prepared on the basis of instruction being for a Safety Report only and for no other purpose. A comprehensive report should be commissioned if a party requires a more detailed report or for use in litigation matters. We reserve the right to review or withdraw our Report at any time. This Report does not cover the property's structural condition or environmental contamination, nor is it a quantitative survey. This Report does not cover fire safety, nor Council compliance in any respect (flooding, building, etc) nor should it be construed as such.

Lighting

Inspection of the property was carried out during the day, therefore it is difficult to assess and comment upon the amount or quality of light available in the common property areas at night. The Report may refer to areas where there was likely insufficient lighting in common property areas which may be a hazard to pedestrian or vehicular movement.

Fire Safety

We are not fire safety experts and do not comment on the condition or adequacy of the fire fighting equipment on the premises as this is an area requiring annual inspections by other specialists. We have assumed at the time of construction and inspection that the fire fighting equipment for the premises complied with relevant current legislation. A general visual inspection may identify fire safety items that are damaged or missing.

Electrical

A general visual inspection only of the main switchboard is carried out by our Inspector. Inspection of the electrical board is an area requiring inspections by an electrical specialist. We recommend that an electrical specialist be engaged on a regular basis. Any Residual Current Devices (RCD) should also be tested at the same time. If RCDs are not installed, we strongly recommend that they be installed.

Inaccessible areas

Plant rooms and plant machinery may not have been accessible during our inspection. We do not ordinarily make comment on the safety aspects of plant and machinery items and suggest an inspection be undertaken by a machinery and plant specialist. Generally, access to roof cavities, ceiling spaces, and underfloor areas do not comply with safety legislation (no fall arresting devices) and locked common property areas are not inspected and we therefore do not make comment on these areas.



Address: 9-11 Collaery Avenue, Fairy Meadow SP9858

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 22 September 2021

Work at heights

When work is undertaken at height, it is the Property Owner or Owners Corporation's responsibility to ensure that safety anchorage points and safety railings of a permanent nature are properly maintained.

General Work Health and Safety principles list the following control measures in priority order:

- (i) The provision and maintenance of a stable and securely fenced work platform (such as scaffolding or other form of portable work platform)
- (ii) If complying with (i) is not reasonably practicable, the provision and maintenance of secure perimeter screens, fencing, handrails or other forms of physical barriers that are capable of preventing the fall of a person.
- (iii) If complying with (ii) is not reasonably practicable, the provision of other forms of physical restrains that are capable of arresting the fall of a person from a height of more than two metres.

Depending on the level of control, it can be the responsibility of both the contractor and Property Owner or Owners Corporation to ensure that contractors are licensed, insured, competent in the type of work they plan to undertake and their equipment is well maintained and safe.

Services

A general visual inspection only of services such as electrical, gas, water services was undertaken. Only obvious visual hazards have been detailed. Comment on the technical safety of these items is not made in this Report. If concerns exist for the safety of any of these services then a suitably qualified expert should be consulted.

Balconies

When access is provided, a visual inspection only of a typical balcony is undertaken and any obvious corrosion, deterioration, water ponding, etc will be provided in this Report. We do not comment on whether balconies comply with current standards such as the Building Code of Australia and assume that at the time of construction and inspection the building complied with the relevant legislation, controls and standards. A thorough measurement of rail loadings and structural integrity of the balconies is not carried out and if the Property Owner or Owners Corporation has concerns about the integrity of any balcony they should engage a structural engineer.

Slip hazards

A thorough assessment of the slipperiness of flooring was not carried out as this requires specialised testing equipment. We therefore do not make comment as to whether the flooring complies with requirements of AS/NZS 4663:2004 Slip Resistance Measurement of Existing Pedestrian Surfaces or similar Standards. Any comments on the flooring are from a visual inspection only. If slip incidents have occurred on the flooring we recommend anti-slip treatments be applied.

Child Safety Window Devices

The Building Code of Australia requires new buildings to have child proof window safety devices installed and legislation will require safety devices to be installed on existing buildings. Generally we do not inspect individual lots and do not comment on those windows. Prudence dictates that safety devices be installed on all windows for both child safety and general security.



Address: 9-11 Collaery Avenue, Fairy Meadow SP9858

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 22 September 2021

Part 3: Areas inspected and found to be generally satisfactory

From a broad point of view and unless specifically identified elsewhere in this Report the following items were found to be generally satisfactory.

General

From a general overview, the property appeared to be well kept and maintained.

Neighbouring aspects

There were no identifiable hazards from neighbouring properties.

Lighting Internal

The internal lighting is considered to be satisfactory, although the property was inspected during the day.

Car park

At the time of inspection, no hazards were identified relating to the outside car parking area.

Electrical

We are not electrical experts and cannot comment on the specific safety of the electrical system. Purely from an external visual inspection, there did not appear to be any significant electrical hazards (such as exposed wires, broken lighting, or damaged electrical box) present during the time of inspection.

Landscaping

The landscaping area did not appear to have any hazards such as thorny plants, uneven ground or anything else causing an obstruction.

Lighting External

The external lighting appeared to be satisfactory, although the property was inspected during the day.

Doors

There were no major hazards identified associated with the internal doors to the common areas that were accessible at the time of inspection.

Wash rooms and toilets

Wash rooms appeared to be tidy with no obvious hazards such as exposed cleaning chemicals, slippery floors, water/electrical conflict or hazard.

Signage

There appeared to be sufficient signage for emergency exits, and/or smokers bins and the designated smoking area.



Address: 9-11 Collaery Avenue, Fairy Meadow SP9858

Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 22 September 2021

Part 4: Safety Action Plan

(Note that the priority of rectification works should be decided by the Owner's Corporation after taking appropriate legal advice)

This Safety Action Report should be read in conjunction with the complete Safety Report.

Likely Control Measure	Who's responsible	Date to commence	Time to complete	Work complete signed off by	Signed off date
1 Repair the surface of the driveway to reduce or eliminate this risk.					
2 Install appropriate signage to indicate the height of the low clearance to reduce this risk.					
3 Have a glazier attend the site to repair any broken glass as soon as possible.					



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Likely Control Measure	Who's responsible	Date to commence	Time to complete	Work complete signed off by	Signed off date
4 Removal of this excess rubbish on a regular basis is required.					
5 Install some child safety devices on the windows to eliminate this risk.					
6 All damaged/frayed carpet should be repaired/replaced.					



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Name of Safety Inspector: Hendrik Boekholt

Date of inspection: 22 September 2021

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Likely Control Measure	Who's responsible	Date to commence	Time to complete	Work complete signed off by	Signed off date
7 Regular maintenance is required to ensure the area is kept tidy.					
8 Replace or repair the brick border wall to reduce or eliminate this risk.					