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MINUTES

*of the Annual General Meeting of SP 47991, Pacific Park, 41 Rocklands Rd, Wollstonecraft
held Monday, 23 February 2015*

Present in Person: Lots 1, 2, 8, 15, 16, 21, 24, 32, 42, 44, 45, 54, 60, 61, 68, 73, 83, 86, 87, 88, 89, 91, 92, 93, 97, 99, 111, 122, 128, 129, 132, 140, 144, 148, 154, 155, 157, 159, 160 and 161

Present by Proxy: Lot 18 to David Russell
Lot 20 to Rhonda Sexton
Lot 41 to John D'Silva
Lot 90 to Trent Mackie
Lot 119 to Francis Simmons
Lots 95 and 141 to Tony Moon
Lots 133 and 151 to Judy Murray
Lots 67, 116, 119, 125, 142 and 153 to Bart Jaworski – the managing agent did not exercise the proxies to vote on any Motions at this meeting. The proxies were used only for quorum purposes as advised by the Chairman at the commencement of the meeting.

Attending: Lots 19, 43, 48, 71, 96, 110, 121, 137, 152, Bart Jaworski (Bright & Duggan Pty Ltd), Kris Pruszyński & Michael Kopczynski (Kristal Property Services)

1 CHAIR OF THE MEETING

1.1 Chair of the Meeting **Resolved** to elect Chris Wykes as Chair of the meeting. The meeting commenced at 6.05pm.

2 CONFIRMATION OF MINUTES

2.1 Confirmation of the Minutes **Resolved** to adopt the minutes of the annual general meeting held 9 December 2013.

3 FINANCE

3.1 Financial Position **Resolved** to adopt the audited statement of financial position and statement of financial performance for the year ended 31 October 2014.

3.2 Auditor **Resolved** to appoint an auditor to audit the financial statements to Australian Auditing Standards for the financial year ending for presentation to the next annual general meeting.

3.3 Levy Contributions a) **Resolved as amended** that the contributions to the administrative and sinking funds be set, per annum including GST on a continuing basis, at:

Administrative fund \$ 700,000.00 (from \$680,000.00)

Sinking fund \$ 516,000.00 (from \$520,000.00)

b) **Resolved** that both contributions be paid in equal quarterly instalments, effective from 1 May 2015

4 GOVERNANCE

4.1 Executive Committee **Resolved** that the executive committee consist of 9 members, and that the following be elected to the executive committee;

Ho Tuan Truong, Tony Moon, Clive Mackay, Chris Wykes, Bob Vern, Trent Mackie, Jade Astbury, Michael Morris, David Russell

4.2 Restricted Matters **Resolved** that, in accordance with section 34(g) of Schedule 2, the owners corporation do not further restrict the executive committee powers in respect of dealing with any matters or types of matter.

4.3 Spending Restrictions **Resolved** that, in accordance with section 80A(2), the owners corporation do remove the limitation on budgeted expenditure placed by section 75(5) generally.

4.4 Levy Arrears Debt Collection **Resolved** that, in accordance with section 80D, the Strata Managing Agent and/or the Executive Committee do any one or more:

- a) engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or
- b) commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- c) enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy of winding up proceedings;
- d) file an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- e) liaise, instruct and prepare all matters with the owners corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

5 ASSET MAINTENANCE

- 5.1 Insurance Renewal**
- a) **Resolved** that current insurances be confirmed.
 - b) **Resolved** that the strata manager be authorised to effect statutory insurances required to be taken out by the owners corporation under section 83 and 87.
 - c) **Resolved** that Strata Managing Agent be authorised to effect any additional insurances required by the Owners Corporation under section 88.
- 5.2 Property Revaluation**
- a) **Resolved** that a revaluation be carried out for insurance purposes.
 - b) **Resolved** that the strata manager adjust the sum insured on the building and common property in accordance with the building valuation.
- 5.3 Sinking Fund Forecast**
- Resolved** that, pursuant to section 75A, and Regulation 30A of the Strata Schemes Management Regulation 2005, a 5 year update be prepared by Leary & Partners
- 5.4 WorkCover Lift Registration**
- Resolved** that, regarding lift registration due 15 March 2015, pursuant to WH&S 2011 the strata manager be authorised and instructed to prepare, sign and lodge the Work cover Statement, based on the lift contractor's maintenance statement, the lift is maintained and safe to operate.

6 LIFTS UPGRADE & LOAN

- 6.1 Lifts Replacement**
- Motion was lost.** Only 12 owners present at the meeting voted in favour of the motion.
- 6.2 Lifts – Contract Authority**
- This motion was not voted on due to Motion 6.1 above being lost.**
- 6.3 Loan**
- This motion was not voted on due to Motion 6.1 above being lost.**

7 BY-LAWS & WORKS

- 7.1 Lot 155 – Works - Special By-law 13**
- The Owners – Strata Plan No. 47991 **SPECIALLY RESOLVED** pursuant to sections 52 and 65A of the *Strata Schemes Management Act 1996* ('Act') to:
1. Authorise the Owner of Lot 155 to add to, alter and erect new structures on the common property by carrying out of the Works (as that term is defined in the Special By-Law set out below), subject to the terms and conditions of the Special By-Law set out below; and
 2. Grant the Owner of Lot 155 the exclusive use of the Exclusive Use Area (as that term is defined in the Special By-Law set out below),
- subject to the terms and conditions of the Special By-Law set out below, and to make a by-law on the terms and conditions of the Special By-Law set out below, and that notification of this change to the by-laws be lodged for registration in accordance with section 48 of the Act at the Registrar-General's Office:

7.1 Lot 155 –
Works - Special
By-law 13 –
Continued

SPECIAL BY-LAW NO. 13 – WORKS FOR LOT 155

By-law to authorise the owner of Lot 155 to add to, alter and erect new structures on the common property and exclusive use

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 155 in strata scheme 47991.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.47991.
- (f) **Works** means:
 - (i) the works as set out in the report prepared by D O'Brien Engineering Services Pty Ltd dated 22 May 2014 and plans numbered 14086-S1 prepared by D O'Brien Engineering Services dated 23 May 2014 and attached to this by-law;
 - (ii) the removal and installation of tiles, waterproof membrane and associated works in the kitchen; and
 - (iii) the installation of a colourbond roof to cover the existing pergola in a colour matching the existing roof of the scheme and the installation of a false ceiling and down lights in the pergola.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

7.1 Lot 155 –
Works - Special
By-law 13 –
Continued

PART 2
GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3
CONDITIONS

PART 3.1

Before commencement

- 3.1 Before commencement of the Works the Owner must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
 - (c) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building.

PART 3.2

During construction

- 3.2 Whilst the Works are in progress the Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
 - (c) use reasonable endeavours to cause as little disruption as possible;
 - (d) perform the Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
 - (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
 - (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

7.1 Lot 155 –
Works - Special
By-law 13 –
Continued

PART 3.3
After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

PART 3.4
Enduring rights and obligations

3.4 The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works;
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- (g) must pay the Owners Corporation's reasonable costs in registering this by-law.

There was no vote cast against the motion

7.2 Lot 21 –
Works – Special
By-law 14

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No 47991 **SPECIALLY RESOLVED** pursuant to section 65A of the *Strata Schemes Management Act 1996* for the purpose of improving or enhancing the common property to authorise the works to be carried out by the owner of lot 21 to lot and common property on the terms and in the manner as set out in the by-law.

There was not vote cast against the motion

7.3 Lot 21 –
Works – Special
By-law 14

The Owners – Strata Plan No. 47991 **SPECIALLY RESOLVED** pursuant to section 52 of the *Strata Schemes Management Act 1996* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO. 14

WORKS FOR LOT 21

PART 1

GRANT OF RIGHT

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

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 41 Rocklands Road, Wollstonecraft 2065.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (e) **Lot** means lot 21 in strata plan 47991.
- (f) **Owner** mean(s) the owner(s) of the Lot.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, removal, repair, maintenance and replacement (if necessary), of:
 - (a) remove:
 - (i) existing window;
 - (ii) remove external wall below window; and
 - (iii) internal wall;
 - (b) install:
 - (i) new door; and
 - (ii) new window frame and glass;

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

7.3 Lot 21 –
Works – Special
By-law 14 –
Continued

2.2 Interpretation

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

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

PART 3 CONDITIONS

3.1 Prior to commencement of the Works

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

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

3.2 Notice

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

3.3 During installation of the Works

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

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;

7.3 Lot 21 –
Works – Special
By-law 14 –
Continued

- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (f) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works without first obtaining the consent in writing of the owners corporation.

3.4 After installation of the Works

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

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

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

3.5 Statutory and other requirements

3.5.1 The Owner must:

- (a) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities,

*7.3 Lot 21 –
Works – Special
By-law 14 –
Continued*

including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;

- (b) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.5.2 The Works must:

- (a) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- (b) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.6 Enduring rights and obligations

3.6.1 The Owner must:

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

3.7 Failure to comply with this by-law

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

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

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

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

There was not vote cast against the motion

There being no further business the meeting closed at 7.15pm.