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# Minutes of Annual General Meeting

<b>Strata Plan</b>	47991
<b>Name</b>	Pacific Park
<b>Address</b>	41 Rocklands Road Wollstonecraft NSW 2065
<b>Meeting Date</b>	4 December 2017
<b>Time</b>	6:00pm
<b>Venue</b>	Johnson Hall, Crows Nest Community Centre
<b>Address</b>	13 Ernest Street Crows Nest

<b>Present</b>	I Karatchevtsev (Lot 1) P & M Watson (Lot 8) P Howes (Lot 16) L S Nelson (Lot 17) D M Russell (Lot 18) T Newby (Lot 19) C P MacKay (Lot 21) G& S Russell (Lot 24) C Regan (Lot 31) A Moon (Lot 36) H Huang (Lot 40) C D'Silva (Lot 41) M Tully (Lot 42) A & K Moon (Lot 44) N & S McBride (Lot 48) H Tweedie (Lot 48) RJ Flannery (Lot 59) D Pavlovic (Lot 60) L Zhou (Lot 61) H A Stevens (Lot 68) L Handley (Lot 73) T I Mackie (Lot 87) A L Lim (Lot 88) M K Attuell (Lot 89) S Miller (Lot 92) J A Murray (Lot 97) Y Fang (Lot 100) J Pleass (Lot 118)
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	A F Ree (Lot 126)
	R J Vernon (Lot 129)
	M F Morris (Lot 132)
	D Pengilley (Lot 138)
	K & S Iwasaki (Lot 141)
	D Cook (Lot 157)
	I Stewart (Lot 159)
<b>Proxies</b>	J Pleass (Lot 82) to J Pleass (Lot 118)
	M Pitney (Lot 133) to J Murray (Lot 97)
	M Pitney (Lot 151) to J Murray (Lot 97)
	J Doyle (Lot 76) to C Mackay (Lot 21)
	C Dargan (Lot 83) to D Russell (Lot 18)
	O Tomaszewski (Lot 62) to T Moon (Lot 44)
	D Cheng (Lot 25) to T Moon (Lot 44)
	K Little (Lot 95) T Moon (Lot 44)
	S Phelps (Lot 47) to T Moon (Lot 44)
	W McKee (Lot 122) to A Lim (Lot 88)
	G Kebourian (Lot 65 ) to A Lim (Lot 88)
	K Rong (Lot 2) to A Lim (Lot 88)
<b>In attendance</b>	Nicole Chamberlain, Bright & Duggan
	Kris Pruszynski (Building Supervisor)
	Michael Kopczynski (Building Supervisor)
	N & S McBride (Lot 43)
	J N Panwala (Lot 80)
	R Wankhede (Lot 96)
	S Li (Lot 152)
	Stuart & Rhoda Sexton
<b>Chairperson</b>	David Russell (Lot 18)
<b>Quorum achieved</b>	Quorum achieved

## Minutes **(RESOLVED)**

1. **Resolved that** the minutes of the last general meeting of the owners corporation held on 19 December 2016 be adopted as a true and accurate account of the proceedings of that meeting.

## Financial statements **(RESOLVED)**

2. **Resolved that** the attached statements of key financial information for the financial year ending 31 October 2017 for the administrative fund, the capital works fund and any other fund prepared by the owners corporation, together with the relevant auditor's report (if required) be adopted.

## Auditor (**RESOLVED**)

3. **Resolved that** an auditor be appointed for the financial year ending 31 October 2018.

## Administrative & Capital Works Fund Estimates (**RESOLVED**)

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

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

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

## Levy contributions (**RESOLVED**)

5. **Resolved that** the contributions are to be payable in regular periodic instalments, specified as follows:

Administrative fund: Four (4) instalments due on

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

Capital works fund: Four (4) instalments due on

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

## Lifts Replacement Project (**RESOLVED majority vote**)

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

## Special Levy contribution (Section 81(4)) (**RESOLVED UNANIMOUSLY**)

8. **That** The Owners – Strata Plan No.47991 resolve to levy upon each owner a contribution to the Capital Works Fund in accordance with Section 81 (4) of the *Strata Schemes*

*Management Act 2015* (NSW) to fund the expense of replacement of all six lifts referred to in Motions 6 and 7 above, in the amount of **\$1,300,000.00** (GST inclusive) and that such levy be due and payable in eight equal instalments on:

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

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

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

#### Levy collection (**RESOLVED UNANIMOUSLY**)

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

#### Payment plans (**RESOLVED UNANIMOUSLY**)

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

#### Insurance (**RESOLVED UNANIMOUSLY**)

11. **Resolved that** the owners corporation confirm the current insurances as per the certificate of currency expiring 5/04/2018 and attached to the notice of this meeting.

12. **Resolved that** the owners corporation make arrangements in respect of insurances as follows:

- a) a building valuation be carried out for insurance purposes within 3 months of current insurances expiring;
- b) the building sum insured is adjusted in accordance with that building valuation;
- c) that the owners corporation consider whether to vary or extend any insurances pursuant to Section 165 of the Act;
- d) pursuant to Section 166 of the Act that not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the owners corporation as to why less than 3 quotations were provided;
- e) the owners corporation delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule where applicable to undertake any of the above.

**Resolved that** the strata manager will obtain the renewal and 2 quotes to be forwarded to the strata committee for its decision on which will proceed.

### Statement of commissions and training services (**RESOLVED UNANIMOUSLY**)

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

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

#### **Commissions**

\$3580.77 in commissions received from BAC Insurance Brokers in the last 12 months.

\$3580.77 in commissions is expected to be received from BAC Insurance Brokers in the next 12 months.

### Annual fire safety statement (**RESOLVED UNANIMOUSLY**)

14. **Resolved that** the owners corporation make arrangements for obtaining the next annual fire safety statement as follows:

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

### Plant registration (**RESOLVED UNANIMOUSLY**)

15. **Resolved that** the owners corporation, whilst Bright & Duggan is appointed as the strata managing agent for the strata scheme:

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

## Matters requiring a general meeting (**DEFEATED**)

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

## Limits on spending by large strata schemes (**RESOLVED UNANIMOUSLY**)

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

## Renewal of strata management agreement (**RESOLVED**)

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

## Unit 16 Special By-law (**SPECIALLY RESOLVED**)

### **EXPLANATION FOR MOTIONS**

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

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

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

**SPECIAL BY-LAW NO.**

**WORKS TO LOT 16**

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PART 1

**PREAMBLE**

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

PART 2

**DEFINITIONS & INTERPRETATION**

**Definitions**

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

**Interpretation**

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



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

### PART 3

#### **GRANT OF RIGHT**

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

### PART 4

#### **CONDITIONS**

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

#### **Completion of the Works**

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

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

### **Default**

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

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

### **Ongoing Responsibilities and Indemnity**

4.4 The owners must:

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

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

4.6 The Works shall remain the property of the owner.

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

### **Cost of By-law, Approvals and Certification**

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

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

### Election of the strata committee (**RESOLVED**)

19. **Resolved that** the owners corporation acknowledge the written and oral nominations received at this meeting for election to the strata committee.
20. **Resolved that** the owners corporation determine the strata committee consist of nine (9) members and the following candidates were elected:
- ◆ Tony Newby Lot 19;
  - ◆ Clive Mackay Lot 21;
  - ◆ Maureen Tully Lot 42;
  - ◆ Tony Moon Lot 44;
  - ◆ Trent Mackie Lot 87;
  - ◆ Amy Lim Lot 88;
  - ◆ Michael Morris Lot 132;
  - ◆ David Pengilley Lot 138;
  - ◆ Ian Stewart Lot 159

### **There being no further business the meeting closed at 710pm**

A meeting of the Strata Committee was convened immediately following this meeting where Office Bearers were elected.

**Bright & Duggan Pty Ltd**  
**Managing Agent for Strata Plan 47991**