



MINUTES

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

at Johnson Hall, 2 Ernest Street, Crows Nest

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

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

Apologies: Kris Pruszynski

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

The meeting commenced at 6.10pm.

1 CHAIR OF THE MEETING

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

2 CONFIRMATION OF MINUTES

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

3 FINANCE

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

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

4 GOVERNANCE

4.1 Strata Committee

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

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

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

4.2 Restricted Matters

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

5 ASSET MAINTENANCE & COMPLIANCE

5.1 Insurance Policy

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

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

5.2 Insurance Renewal

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

5.3 Property Revaluation

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

5.4 NSW WorkCover Lift Registration

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

5.5 Annual Fire Safety Statement

Resolved to:

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

5.6 Window Safety Devices - Child Safety

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

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

6 BY-LAWS

6.1 By-laws review

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

6.2 Lot 139 - Works

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

6.3 Lot 139
Works By-law

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

SPECIAL BY-LAW NO. WORKS FOR LOT 139

PART 1

GRANT OF RIGHT

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

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

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

*6.3 Continued***2.2 Interpretation**

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

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

PART 3

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

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

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

3.2 Notice

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

6.3 Continued

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

3.3 During installation of the Works

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

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

6.3 continued

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

3.4 After installation of the Works

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

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

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

3.5 Statutory and other requirements

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

6.3 continued

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

3.6 Enduring rights and obligations

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

6.3 continued

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

3.7 Failure to comply with this by-law

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

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

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

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

6.4 Lot 140 Works

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

6.5 Lot 140
Works By-law

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

SPECIAL BY-LAW NO. WORKS FOR LOT 140

PART 4

GRANT OF RIGHT

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

PART 5

DEFINITIONS & INTERPRETATION

5.1 Definitions

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

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

6.5 continued

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

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

5.2 Interpretation

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

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

PART 6

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

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

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

6.5 continued

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

6.2 Notice

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

6.3 During installation of the Works

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

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

6.5 continued

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

6.4 After installation of the Works

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

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

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

6.5 continued

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

6.5 Statutory and other requirements

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

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

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

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

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

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

6.6 Enduring rights and obligations

6.6.1 The Owner must:

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

6.5 continued

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

6.7 Failure to comply with this by-law

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

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

6.8 Ownership of Works

The Works will always remain the property of the Owner.

6.9 Applicability

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

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

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

SPECIAL BY-LAW NO. REGULATION OF SHORT TERM LETTING

PART 1

GRANT OF RIGHT

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

THIS BY-LAW TO PREVAIL

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

PART 2

DEFINITIONS & INTERPRETATION

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

6.6 Continued

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

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

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

PART 3

CONDITIONS

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

3.2 Without limiting the terms of clause 3.1 above:

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

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

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

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

*6.6 Continued***3.5 Enforcement**

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

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

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

8 ADJOURNMENT OF ANNUAL GENERAL MEETING

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

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

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