

Minutes of Annual General Meeting

Strata Plan	47991
Name	Pacific Park
Address	41 Rocklands Road Wollstonecraft NSW 2065
Meeting Date	2 December 2019
Time	6:00pm – meeting commenced 6.13pm
Venue	Crows Nest Community Centre level 3
Address	2 Ernest Street Crows Nest

Present

I & I Karatchevtsev (Lot 1)
P & M Watson (Lot 8)
P Howes (Lot 16)
D M Russell (Lot 18)
T Newby (Lot 19)
S Russell (Lot 24)
P & I Atkins (Lot 32)
Alan Moon (Lot 36)
M Tully (Lot 42)
A & K Moon (Lot 44)
D M Hosowicz (Lot 45)
W McKee (Lot 52)
H Tweedie (Lot 54)
H A Stevens (Lot 68)
M A Reid (Lot 71)
Kha & Venhuizen (Lot 80)
S & J Wardrop (Lot 86)
T I Mackie (Lot 87)
A L Lim (Lot 88)
A E Streeter (Lot 90)
S C Miller (Lot 92)
J A Murray (Lot 97)
A H Acharekar (Lot 112)
A F Ree (Lot 126)
M F Morris (Lot 132)
D Pengilley (Lot 138)
C M Campbell (Lot 140)
K & S Iwasaki (Lot 141)

Present (Cont)	D'Silva & Bhatnagar (Lot 154) I Stewart (Lot 159) Nickson A (Lot 162)
Proxies	Lot 20 proxy to Rhoda Sexton Lot 52 proxy to T Mackie Lot 87 Lot 53 proxy to A Moon Lot 44 Lot 82 proxy to T Mackie Lot 87 Lot 89 proxy to A Lim Lot 88 Lot 122 proxy to T Mackie Lot 87 Lot 129 proxy to A Moon Lot 44 Lot 133 proxy to J Murray Lot 97 Lot 151 proxy to J Murray Lot 97 Lot 152 proxy to T Mackie Lot 87
In attendance	James Azar, Bright & Duggan Kris Pruszyński (Building Supervisor)
Chairperson	Michael Morris Lot 132
Quorum achieved	Yes

Minutes (**RESOLVED**)

1. **Resolved that** the minutes of the last general meeting of the owners corporation held on 5 August 2019 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 2019 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 2020.

Capital works fund plan

4. **Resolved that** the owners corporation delegate to the strata committee to review the existing 10-year capital works fund plan prepared by Leary & Partners dated 27 October 2015, and implement it as appropriate in accordance with section 80(7) as part of budgeting for the financial year ending 31 October 2020.
5. **Resolved that** the new committee of the owners corporation review, revise or replace the 10-year capital works fund plan within the current financial year. The committee will 

- a) obtain quotations from suitable qualified consultants to prepare a 5-year review of the existing capital works fund plan.
- b) delegate to the strata committee to review the quotations obtained, and engage a consultant.
- c) appoint a liaison person to meet with the consultant at the premises.
- d) instruct the strata committee to incorporate the capital works fund plan in the preparation of the budget to be considered at the next Annual General Meeting.
- 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.

Explanatory Discussions – Balcony Water proofing part of budget (**RESOLVED**)

6. **Resolved that** the \$600,000.00 budgeted amount, as per the tender organised by engineers Sydney Strata Consulting for the balcony waterproofing remedial works and included in the documentation which accompanied the AGM notice, be approved by the owners corporation (by a majority vote). The Owners Corporation have accepted the recommended contractor Fluid Building Services subject to entering into a contract that a) the works commence from April 2020 (ie, so that owners have access to the balconies over the summer period), b) The Owners Corporation organises its own independent legal advice of the contract. The Engineer will communicate this to the successful tenderer and commence work to prepare the draft contract for the Committee's review and approval in January/February 2020.

Administrative & Capital Works Fund Estimates (**RESOLVED by Majority Vote**)

7. **Resolved that** in accordance with Section 79 (2) and 81 of the Act the owners corporation estimates for the financial year from 1 November 2019 to 31 October 2020, 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: **\$700,000.00**

Capital Works fund: **\$600,000.00**

Levy contributions (**RESOLVED by Majority Vote**)

8. **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 2019	\$ 172,500.00	Already collected
1 February 2020	\$ 175,000.00	
1 May 2020	\$ 175,000.00	
1 August 2020	\$ 175,000.00	
1 November 2020	\$ 175,000.00	Continuing basis

Capital works fund: Four (4) instalments due on

Date	Amount	Notes
1 November 2019	\$ 64,951.25	Already collected
1 February 2020	\$ 150,000.00	
1 May 2020	\$ 150,000.00	
1 August 2020	\$ 150,000.00	
1 November 2020	\$ 150,000.00	Continuing basis

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 5/04/2020 and attached to the notice of this meeting.

-Resolved that the owners corporation make arrangements in respect of insurances as follows:

- a) a building valuation is not required but the Building Sum insured should be increased by CPI;
- b) the building sum insured is adjusted in accordance with CPI;
- 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.

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

12. **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

\$4,738.77 in commissions received in the last 12 months from Strata Underwriters.

\$5,000.00 in commissions is expected to be received in the next 12 months.

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

13. **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**)

14. **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*.

Work, health and safety report

15. **Defeated that** the owners corporation do the following:

- a) engage a suitably qualified consultant to carry out (or review an existing) common property safety report in compliance with the owners corporation's obligations under the *Work Health & Safety Act 2011* (NSW) as amended; and
- b) submit that report to the strata committee to determine what action is required, if any; and
- c) delegate to the strata managing agent the duty and function pursuant to the managing agency agreement additional duties schedule to undertake the seeking of quotations and engaging the contractor to the strata managing agent and any ancillary work approved by the strata committee.

Matters requiring a general meeting (Resolved)

16. **Resolved that** the owners corporation do not restrict the Strata Committee in approving repairs and maintenance.

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.

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

18. **Resolved that** the owners corporation acknowledge the written and oral nominations received at this meeting for election to the strata committee.

Tony Moon Lot 44 nominated by Lot 129

David Pengilley Lot 138 nominated by Lot 132

Michael Morris Lot 132 nominated by Lot 44

Amy Lim Lot 88 nominated by Lot 87

Alan Moon Lot 36 nominated by Lot 36

Stephen Wardrop Lot 86 nominated by Lot 86

Susan Russell Lot 24 nominated by Lot 80

Trent Mackie Lot 87 nominated by Lot 19

Kelly Venhuizen Lot 80 nominated by Lot 24

19. **Resolved that** the owners corporation determine the strata committee consist of nine (9) members and the following candidates were elected:

- ♦ Kelly Venhuizen Lot 80;
- ♦ Susan Russell Lot 24;
- ♦ Alan Moon Lot 36;
- ♦ Tony Moon Lot 44;
- ♦ Stephen Wardrop Lot 86
- ♦ Trent Mackie Lot 87;
- ♦ Amy Lim Lot 88;
- ♦ Michael Morris Lot 132;
- ♦ David Pengilley Lot 138;

20. Special Resolution Bylaw 22– Short Term Accommodation – Resolved by more than 75% of the owners present or by proxy.

That the Owners – Strata Plan No. 47991 SPECIALLY RESOLVED pursuant to section 108 of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms:

Special by-law no.22 – Short Term Accommodation

1. **Introduction**

The purpose of this by-law is to assist the management and administration of the strata scheme and reduce the strain on the strata scheme's resources, by dealing with the unauthorised uses of lots.

2. **No Illegal Uses**

- 2.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 2.2 The owner or occupier of a lot must ensure that the lot is not used for any purpose that requires approval, without that approval.
- 2.3 The owner and occupier must ensure that the lot is not used for:
 - 2.3.1 short term accommodation;
 - 2.3.2 Airbnb; or
 - 2.3.3 any other commercial purpose.
- 2.4 The owner and occupier must ensure that the lot is not advertised or promoted for:
 - 2.4.1 short term accommodation;
 - 2.4.2 Airbnb; or
 - 2.4.3 any commercial purpose.

3. **Lawful short term accommodation**

- 3.1 An owner or occupier of a lot who uses their lot for lawful short term accommodation must notify the owners corporation immediately upon listing their lot for lawful short term accommodation and again immediately upon confirmation

of the number of visitors and the dates during which any visitors will be residing in the lot.

3.2 The owner must provide the visitors with a complete copy of the schemes by-laws.

3.3 The owner is responsible for any breach of the by-laws by the visitors.

4. **Owners responsible for Tenants' Actions**

4.1 Each owner must:

4.1.1 take all reasonable steps to ensure their occupiers comply with this by-law; and

4.1.2 if they are notified of a breach of this by-law by the owner or an occupier, take immediate steps to rectify the non-compliance.

5. **Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 28 days of service of a notice of breach, then the owners corporation may:

5.1 take steps to investigate, rectify or restrain the breach, including legal action; and

5.2 to the extent possible, recover from the owner as a liquidated debt and on an indemnity basis the cost of investigating, rectifying or restraining the breach, the expenses of recovering those costs and interest on those costs calculated at the same rate as outstanding contributions.

6. **Interpretation**

In this by-law:

6.1 **Act** means the *Strata Schemes Management Act 2015*.

6.2 **Airbnb** has the same meaning as short term accommodation.

6.3 **Lawful short term accommodation** means where the lot is the owner's or occupier's principal place of residence, a lease, licence or right to occupy all or part of a lot for a duration of less than 3 months, including accommodation for backpackers, Airbnb and tourists.

6.4 **licence** means a personal right granted to a guest to occupy part of a lot, where no legal or equitable interest vests by virtue of that licence.

6.5 **lot** means a lot in the strata scheme.

6.6 **occupier** means any occupier of a lot.

6.7 **owner** means an owner of a lot in the strata scheme.

6.8 **Regulations** means the *Strata Schemes Management Regulations 2016*.

6.9 **short term accommodation** means, where the owner's or occupier's principal place of residence is not that lot, a lease, licence or right to occupy all or part of a lot for a duration of less than 3 months, including accommodation for backpackers, Airbnb and tourists.

6.10 **Visitor** means an occupier of a lot residing under lawful short term accommodation.

- 6.11 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 6.12 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- 6.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

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

21.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 6 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 23 February 2020.

There being no further business the meeting closed at 7.35pm

Bright & Duggan Pty Ltd
Managing Agent for Strata Plan 47991