

Minutes of Extraordinary General Meeting

Strata Plan	47991
Address	41 Rocklands Road Wollstonecraft
Meeting Date	5 August 2019
Time	10.00 am
Venue	Electronic Voting
Address	Bright & Duggan Offices 37-43 Alexander Street Crows Nest NSW 2065
Owners voted	Lot 6 Lot 8 Lot 20 Lot 24 Lot 32 Lot 36 Lot 44 Lot 132 Lot 141 Lot 154 Lot 159
Chairperson	James Azar, Bright & Duggan
Quorum achieved	No, but in accordance with the strata regulation the Strata Manager waited 30 minutes and then proceeded with the vote counts.

Minutes – Resolved

Resolved that the minutes of the last general meeting of the owners corporation held on 26 November 2018 be adopted as a true and accurate account of the proceedings of that meeting.

Voted electronically and Lots 6,8,20,24,36,44,132, 144, 154 and 159 all approved.

Lot 32 abstained

Special by-law no.20 – Bathroom Renovation works (Lot 102) – Special Resolved major works Resolved Unanimously

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:

By-law No 20 – Lot 102

1. Introduction

The purpose of this by-law is to facilitate the carrying out of three Bathroom and Kitchen renovations (including waterproofing) to Lot 102.

2. Authorisation and Conditions of Work

2.1 The owners corporation, subject to the provisions of this by-law:

2.1.1 specifically authorises and grants a special privilege to the owner to carry out the Works; and

2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to carry out, keep, maintain, and use the Works.

2.2 Prior to carrying out or continuing the Works, the owner must:

(a) Ensure that there has been provided to the owner's corporation information and any plans identifying the work proposed to be carried out, and in the case of any work involving common property, specifying in detail such work and its location;

(b) Ensure that there has been provided to the owners corporation the name and licence number of each contractor to be used and evidence that such contractor has appropriate qualifications and insurance; and

(c) Ensure that the body corporate is nominated in such insurance policies as a person having the benefit of such policies in respect of the body corporate's interest in the Works.

2.3 During the Works, the owner must:

2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen, and that the Works are waterproofed to the relevant Australian Standard;

2.3.2 cause as little disruption as possible to other occupants of the strata scheme;

2.3.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 8am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;

2.3.4 ensure that no items are stored on common property except in circumstances such that the items are wholly inside the confines of Lot 102;

2.3.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.

2.3.6 Building Facilities Management Solutions need to check on satisfactory completion of the works and sign off.

2.4 Notwithstanding clause 4 below, until the owner has complied with clause 2.1 and 2.2, above any permission given by this by-law is suspended and the owner shall have no permission to carry out any work.

On-going Obligations

- 3.1 There are conditions of this consent that:-
- (a) the owner waterproofs the bathroom and kitchen prior to laying tiles;
 - (b) to the extent that there is any interference with freshwater (including hot water) pipes, the owner replaces such pipes with pipes meeting current building standards
 - (c) The owner gives the body corporate one week's notice of the date when waterproofing will conclude, identifies the location of that work and, prior to the laying of tiles or covering up of pipes provides the body corporate with an opportunity at the conclusion of that week's notice in which to inspect such waterproofing and replacement;
 - (d) smoke and thermal detectors are to be protected and/or isolated during the Works, in consultation with the Owners corporation and its fire protection service provider. Any costs associated with such protection or isolation and any costs associated with alarms or call-outs consequent upon the Works are to be borne by the owner.
- 3.2 The responsibility for the ongoing maintenance of the waterproofing, plumbing and other work involving common property shall be that of the owner of Lot 102.
- 3.2 At all times the owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by those Works.
- 3.3 The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their lot's Works or failure by the owner to carry out the obligations imposed on him by this by-law.
- 3.4 The owner must at his or her cost:
- (a) promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works; and
 - (b) within 28 days of completion provide to the owners corporation certification that the rooms the subject of the Works have been waterproofed to the relevant Australian Standard.
- 3.5** If the owners corporation carries out work under section 106 or 122 of the Act, it is only responsible for replacing the tiles directly affected by such work. In those circumstances, the owners corporation must replace those tiles with tiles that are a close fit to the existing tiles, and is not required to replace all tiles to ensure they match perfectly.
- 3.6 The Owner must keep any area of common property or any other lot affected by the works in a clean, tidy, watertight and structurally sound state whilst the Works are being carried out, and, without

limitation, must ensure that the common areas and any affected lots in the strata scheme are:

- (a) Protected from the entry of rain or other water during the course of the Works,
- (b) protected against builders' dirt dust and debris; and
- (c) cleaned of any dirt, dust or debris on a daily basis.

3.7. The owner must indemnify the body corporate and any other lot owner whose property suffers any damage caused by the Works,

3.8. The owner is responsible for maintaining any new fittings or surfaces applied to the lot or common property within the lot as a result of the Works and must ensure that all service ducts within the lot remain easily accessible for the repair or replacement of the owners corporation's services.

3.9. Debris may only be removed from the building while the carpeted areas have been covered. The owner must reimburse the owners corporation for all costs of cleaning reasonably arising during the carrying out of the works.

3.10. The owner must ensure that there is adequate supervision of the Works and that there is a daily inspection of the condition of the common property to ensure that these conditions are complied with.

4. 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 30 days of service of a notice of breach, then the owners corporation may:

- 4.1 rectify the breach;
- 4.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 4.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

5. Interpretation

In this by-law:

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **lot** means Lot 102 in strata plan 47991;
- c. **owner** means the owner of Lot 102 for the time being;
- d. **Works** means the work identified in the information and plans referred to in Clause 2.2 above and any further work carried out in lot 102 at about the time of the carrying out of that work.
- e. 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;

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.

Voted electronically and Lots 6,8,20,24,32,36,44,132,144,154 and 159 all approved.

Special by-law no.21 – Bathroom Renovation works (Lot 15) – Specially Resolved unanimously major works

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:

By-law No 21 – Lot 15

1. Introduction

The purpose of this by-law is to facilitate the carrying out of main bathroom Ensuite renovations (including waterproofing) to Lot 15.

2. Authorisation and Conditions of Work

2.1 The owners corporation, subject to the provisions of this by-law:

2.1.1 specifically authorises and grants a special privilege to the owner to carry out the Works; and

2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to carry out, keep, maintain, and use the Works.

2.2 Prior to carrying out or continuing the Works, the owner must:

2.2.1 (a) Ensure that there has been provided to the owner's corporation information and any plans identifying the work proposed to be carried out, and in the case of any work involving common property, specifying in detail such work and its location;

2.2.2 (b) Ensure that there has been provided to the owners corporation the name and licence number of each contractor to be used and evidence that such contractor has appropriate qualifications and insurance; and

2.2.3 (c) Ensure that the body corporate is nominated in such insurance policies as a person having the benefit of such policies in respect of the body corporate's interest in the Works.

2.3 During the Works, the owner must:

2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen, and that the Works are waterproofed to the relevant Australian Standard;

2.3.2 cause as little disruption as possible to other occupants of the strata scheme;

2.3.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 8am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;

2.3.4 ensure that no items are stored on common property except in circumstances such that the items are wholly inside the confines of Lot 15;

2.3.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.

2.3.6 The Building Supervisor may need to check on satisfactory completion of the works and sign off.

2.4 Notwithstanding clause 4 below, until the owner has complied with clause 2.1 and 2.2, above any permission given by this by-law is suspended and the owner shall have no permission to carry out any work.

3. On-going Obligations

3.1 There are conditions of this consent that:-

(a) the owner waterproofs the bathroom and ensuite prior to laying tiles;

(b) to the extent that there is any interference with freshwater (including hot water) pipes, the owner replaces such pipes with pipes meeting current building standards

(c) The owner gives the body corporate one week's notice of the date when waterproofing will conclude, identifies the location of that work and, prior to the laying of tiles or covering up of pipes provides the body corporate with an opportunity at the conclusion of that week's notice in which to inspect such waterproofing and replacement;

(d) smoke and thermal detectors are to be protected and/or isolated during the Works, in consultation with the Owners corporation and its fire protection service provider. Any costs associated with such protection or isolation and any costs associated with alarms or call-outs consequent upon the Works are to be borne by the owner.

3.2 The responsibility for the ongoing maintenance of the waterproofing, plumbing and other work involving common property shall be that of the owner of Lot 15.

3.3 At all times the owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by those Works.

3.3 The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their lot's Works or failure by the owner to carry out the obligations imposed on him by this by-law.

3.4 The owner must at his or her cost:

(a) promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works; and

(b) within 28 days of completion provide to the owners corporation certification that the rooms the subject of the Works have been waterproofed to the relevant Australian Standard.

3.7 If the owners corporation carries out work under section 106 or 122 of the Act, it is only responsible for replacing the tiles directly affected by such work. In those circumstances, the owners corporation must replace those tiles with tiles that are a close fit to the existing tiles, and is not required to replace all tiles to ensure they match perfectly.

3.8 The Owner must keep any area of common property or any other lot affected by the works in a clean, tidy, watertight and structurally sound state whilst the Works are being carried out, and, without limitation, must ensure that the common areas and any affected lots in the strata scheme are:

- (c) Protected from the entry of rain or other water during the course of the Works,
- (d) protected against builders' dirt dust and debris; and
- (c) cleaned of any dirt, dust or debris on a daily basis.

3.7. The owner must indemnify the body corporate and any other lot owner whose property suffers any damage caused by the Works,

3.8. The owner is responsible for maintaining any new fittings or surfaces applied to the lot or common property within the lot as a result of the Works and must ensure that all service ducts within the lot remain easily accessible for the repair or replacement of the owners corporation's services.

3.9. Debris may only be removed from the building while the carpeted areas have been covered. The owner must reimburse the owners corporation for all costs of cleaning reasonably arising during the carrying out of the works.

3.10. The owner must ensure that there is adequate supervision of the Works and that there is a daily inspection of the condition of the common property to ensure that these conditions are complied with.

4. 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 30 days of service of a notice of breach, then the owners corporation may:

4.1 rectify the breach;

4.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and

4.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

5. Interpretation

In this by-law:

- f. **Act** means the *Strata Schemes Management Act 2015*.
- g. **lot** means Lot 15 in strata plan 47991;
- h. **owner** means the owner of Lot 15 for the time being;

- i. **Works** means the work identified in the information and plans referred to in Clause 2.2 above and any further work carried out in lot 15 at about the time of the carrying out of that work.
- j. 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;

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.

Voted electronically and Lots 6,8,20,24,32,36,44,132,144,154 and 159 all approved.

Bright & Duggan Pty Ltd

Managing Agents for Strata Plan 47991

Dated 20.8.2019