

THE OWNERS CORPORATION STRATA PLAN NO. 61139

MINUTES OF THE RECONVENED ANNUAL GENERAL MEETING OF THE OWNERS OF STRATA PLAN NO. 61139 HELD ON WEDNESDAY 8TH APRIL, 2015 IN THE OFFICE OF LAMB & WALTERS, 53 SYDNEY ROAD, MANLY AT 10.00AM.

- PRESENT:** Mrs S Parker, Mr D & Mrs F Glading, Mr J Greentree, Mr A & Mrs M Lindsay, Mr M & Mrs M Taylor, Mrs M Legaz, and Mr G Brown.
- PROXIES:** Mr S & Mrs P Mulvogue (Lot 36) in favour of the Chairman.
Narumu Pty Ltd (Lot 52) in favour of Mr D Glading.
Ms L Wareham (Lot 61) in favour of Mr G Brown.
Mr F de Morentin (Lot 96) in favour of Mr G Brown.
Mr P & Mrs Z Dybac (Lot 97) in favour of Mr G Brown.
Mr A & Mrs V Longfellow (Lot 102) in favour of the Chairman.
Mr N Mah-Hing (Lot 107) in favour of the Chairman.
Mr A V & Mrs D Westacott (Lot 120) in favour of Mr D Glading.
Mr E de Morentin & Ms P Prescilla (Lot 111) in favour of the Chairman.
Mr & Mrs R Stone (Lot 112) in favour of Mr G Brown.
Mr M Hawkins (Lot 124) in favour of the Chairman.
- IN ATTENDANCE:** Ms N Hopkins of Lamb & Walters.
- APOLOGIES:** Ms P Long.
- CHAIRMAN:** Mr G Brown.
- 1. MINUTES:** Resolved that the Minutes of the previous Annual General Meeting held on 31/03/14 be confirmed as a true and accurate record of the proceedings of that meeting.
- 2. FINANCIAL STATEMENT:** Resolved that the audited Financial Statements to 31st January 2015 as presented be adopted.
- Petty Cash**
The Chairman advised that small amounts of petty cash are kept in a locked tin with the Building Manager. Fees are collected for extra fobs and gym induction. Currently the petty cash is in the red just over \$100.00 (owed to the building manager). Moving forward any amounts will be brought back into the books prior to end of financial year.
- 3. BUDGET:** i. Resolved that the Proposed Budget as presented be adopted without amendment and that contributions be determined as follows:
- (a) Administrative Fund

That contributions to the Administrative Fund are estimated in accordance with section 75 (1) of the Strata Schemes Management Act, 1996 (the Act) and determined in accordance with section 76 (1) of the Act at \$140,830.00 per annum; and

- (b) Sinking Fund
That contributions to the Sinking Fund are estimated in accordance with section 75 (2) of the Act and determined in accordance with section 76 (1) of the Act at \$114,170.00 per annum.
- (c) Due dates
That contributions be paid in quarterly and instalments being due 1/5/15 and 1/8/15.

4. EXECUTIVE COMMITTEE:

Resolved that the number of members of the Executive Committee be seven (7) and that the following Owners were elected until the next Annual General Meeting:

Mr G Brown
Mr D Glading
Mr R Stone
Mrs S Parker
Mr F de Morentin
Mrs Z Dybac
Ms L Wareham

5. BMC REPS:

Specially Resolved that Mr G Brown be elected as Representative and Mr D Glading be elected as Sub Representative to the Building Management Committee (DP882673).

6. RESTRICTIONS ON EXECUTIVE COMMITTEE:

Resolved not to place any restrictions on the Executive Committee until the next Annual General Meeting.

7. INSURANCE:

- i. **Resolved** to confirm the insurances in place including Office Bearers cover of \$20,000,000 and Fidelity Guarantee cover of \$100,000.
- ii. **Resolved** that the BMC Rep instruct the BMC of SP61139 request that a valuation be carried out at the next BMC General Meeting.

8. AUDITOR:

Resolved that an auditor be appointed by the Owners Corporation for the 2015/16 financial year.

9. LICENCE AGREEMENTS: The Chairman tabled all three (3) licence agreements.

Mr G Brown moved and Mr D Glading seconded the attached amendments to the licence agreements be accepted.

Specially resolved that the Owners Corporation pursuant to section 47 of the Strata Schemes Management Act 1996 to make an additional by-law in the following terms:

SPECIAL BY-LAW

The Owners Corporation will have the following powers, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 and any other act, and the by-laws:

- (i) The power and the authority to allow Owners of Lots 1, 2 & 6 in Strata Scheme 61679 and any other licensee under the Licence Agreement to continue to use the common property for the purpose of operating a business, storage and purposes incidental to a café and/or licenced premises thereto.
- (ii) The power and the authority to enter into Licence Agreement(s) for further terms from present to the expiry date in the proposed Licence Agreement for this purpose on the terms tabled at the meeting at which this by-law is made, or on such other additional terms as may be agreed between the Licensees and the Owners Corporation.
- (iii) The power and the authority to execute Licence Agreements in order to give effect to the new term(s).

10. BY-LAWS:

Specially resolved that the Owners Corporation pursuant to section 47 of the Strata Schemes management Act 1996 to make six (6) additional By-laws in the terms as per attachments:

- i. No smoking
- ii. Fire alarms
- iii. Lot owners works
- iv. Goods left on common property
- v. Hard floors
- vi. Use of pool courtyard

NB By-laws relating to the following will be drafted by Le Pages Lawyers and tabled at the next General Meeting:

- Prohibition of inappropriate use of gas supply within a lot
- Car space and storage of goods

GENERAL BUSINESS:

AGM Reminder

Mrs Legaz suggested that a reminder be sent out closer to the date of the next General Meeting.

CLOSURE:

As there was no further business the Meeting closed at 10.40am

SP 61139 AGM PROPOSED RESOLUTION 30/03/2015

AGENDA ITEM 2 (ii)

It is resolved that clause (ii) be replaced by the following:

“(ii) The power and the authority to enter into Licence Agreement(s) for further terms from present to the expiry date in the proposed Licence Agreement for this purpose on the terms tabled at the meeting at which this by-law is made or such other terms as may be agreed between the Licensees and the members of *Building Management Committee on behalf of the Owners Corporation*”, and

that a new clause (iv) be added which reads:

“ This resolution is void in respect of each separate Licence Agreement in the event that the proposed Licensee fails by 5.00pm on the 20th April 2015 to,

- a) agree to reimburse the Building Management Committee for legal costs incurred in terminating the expiring Licences, and
- b) agree to pay the Licence Fee from 15th June 2014 until the commencement date of the proposed Licence Agreement to be calculated using the last invoiced fee basis plus an additional allowance for CPI, and
- c) agree to pay the legal costs incurred by the Building Management Committee in preparing the proposed Licence Agreement, and
- d) deliver to Lamb & Walters a properly signed Licence Agreement by 5.00pm 20th April 2015.



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

To: the Executive Committee, the OC SP 61139

From: Tony Strati of the **Property Management Professionals Pty Ltd**

Building Managers Recommendations for new By-laws

1. No Smoking By-law
2. Fire Alarms
3. Lot Owners Works
4. Goods left on common property
5. Hard Floors
6. Use of pool courtyard
7. Prohibition of Inappropriate use of gas supply within a lot
8. car space and storage of goods



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

1. No Smoking

Special By-Law – Prohibition on smoking

Explanatory Note: Owners and occupiers of lots in the Pacific Waves Building (PWB) SP61139, do not agree to be inundated while in their lot (including its balcony) with smoke from a nearby apartment.

Further, the Owners Corporation seeks to ban all smoking on the common property of SP61139, including the roof top recreational areas, laundries, hallways, elevators and stairwells.

PART 1 DEFINITIONS & INTERPRETATION

In this by-law:

Balcony means balcony as defined in strata plan registration nos. 61139

b) **Common Property** means the common property in strata scheme 61139;

c) **Lot** means a lot in strata scheme 61139;

d) **Smoking** means to smoke, hold or otherwise have control over, an ignited Smoking Product; and

e) **Smoking Product** means any tobacco or other product that is intended to be smoked;

In this by-law, a word which denotes:
the singular includes plural and vice versa;

any gender includes the other genders;

any terms in the by-law will have the same meaning as those defined in the Act; and

references to legislation includes references to amending and replacing legislation.

PART 2 OBLIGATIONS

2.1 The owner or occupier of a lot must not, on the Common Property:

be Smoking;

allow another person, including without limitation their invitee or employee, to be Smoking; and/or

encourage another person, including without limitation their invitee or employee, to be Smoking, including without limitation, by providing ashtrays, matches, lighters or any other thing that could facilitate Smoking.

2.2 The owner or occupier of a lot must ensure that smoke caused by Smoking within a Lot including Smoking while on the Balcony of a Lot does not enter or drift into or penetrate the Common Property or another Lot.



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

2. Fire Alarms

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (b) **Common Property** means the common property in strata scheme 61139.
- (c) **Executive Committee** means the Executive Committee of the Owners Corporation or its nominee the Building Manager or Strata Manager
- (d) **Fire Alarm** means a back to base fire alarm system installed on the Common Property and in each Lot.
- (e) **Fire Alarm Costs** means:
 - (i) the charge imposed from time to time by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2008* in responding to activation of any Fire Alarm; and
 - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(e)(i).
- (f) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.
- (g) **Lot** means a lot in strata scheme 61139.
- (h) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (i) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 61139.
- (j) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 1996* to manage the business and maintain the records of the Owners Corporation.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2 CONDITIONS AND OBLIGATIONS

- 2.1 An Owner or Occupier must not, by wilful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by the Owner or Occupier.
- 2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs as a consequence of activating any Fire Alarm.
- 2.3 Liability for Fire Alarm Costs will be determined at the absolute discretion of the Executive Committee based on fair and equitable principals.



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

2.4 The Owners Corporation may:

- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
- (b) include reference to the debt on notices under section 109 of the *Strata Schemes Management Act 1996*.

Explanatory Note: *This by-law makes the costs to the Owners Corporation of fire services call outs as a result of activating the Fire Alarm recoverable from a lot owner or an occupier of a lot.*

From 1 July 2013 the false alarm fine charged by NSW Fire and Rescue is \$1,250 per alarm.

3. Special by-Law – Lot Owners Works

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) **Executive Committee** means the executive committee of the Owners Corporation or it's nominee being the Building Manager or the Strata Manager.
- (d) **Insurance** means:
 - (i) contractors all risk insurance in the minimum sum of \$10,000,000 or such other amount as nominated by the Executive Committee and if permissible by the insurer noting the Owners Corporation as a joint insured or an interested party;
 - (ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as a joint insured or an interested party;
 - (iii) workers compensation insurance, if required; and
 - (iv) other insurances that may be required at law.
- (e) **Owner** means the owner of a lot in strata scheme 61139.
- (f) **Owners Corporation** means the Owners Corporation created by the registration of strata plan registration no. 61139.
- (g) **Reasonable notice** for inspection of Works in the 21 days following notification of completion, is 2 hours prior notice, or as otherwise determined by the Executive Committee
- (h) **Required Documents** means:
 - 1. existing plans and drawings;
 - 2. proposed plans and drawings;
 - 3. if the plans and drawing do not adequately describe the works a detailed description of the works in terms satisfactory to the Executive Committee;
 - 4. details of the current and proposed flooring system, and if the Owner is proposing to change the flooring system a report from an acoustic engineer nominated by the Executive Committee about the proposed flooring system which provides that it complies with the scheme's by-laws; and



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

5. any other document reasonably required by the Executive Committee.

- (i) **Strata Manager** means the person or entity appointed under the Strata Schemes Management Act 1996 to manage the business and maintain the records of the Owners Corporation.
- (j) **Works** means the additions and alterations undertaken by an Owner to their lot and to the common property as specified in the Required Documents, except for the installation of smoke alarms and works permitted under by-law 16.

1.2 In this by-law a word which denotes:

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

PART 2 GRANT OF RIGHT

2.1 The Owner must not install or carry out Works except in accordance with Part 3 of this by-law.

PART 3 CONDITIONS

PART 3.1 Before commencement

3.1 Before commencement of the Works the Owner must:

- (a) provide the Required Documents to the Executive Committee not less than 28 days before the commencement of the Works;
- (b) obtain approval for the Works from the Executive Committee which may be in the form of a by-law under section 52 or 65A of the Act granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Executive Committee at the time of seeking approval under clause 3.1(b) above;
- (d) effect and maintain Insurance as required under this by-law and provide a copy to the Executive Committee;
- (e) comply with all reasonable directions of the Executive Committee as to how the Works are to be undertaken including but not limited to the sequence of tradespeople, the movement of materials to and from the lot, the requirement to safeguard common property from damage by erecting structures to minimise damage and hours and days of operation; and
- (f) provide access to the lot upon the reasonable request of the Executive Committee for the purpose of inspection during and following the period of the Works.

PART 3.2 During construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details, license and any other information reasonably required to the Executive Committee before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;



PACIFIC WAVES BUILDING

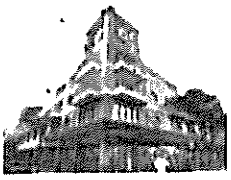
Building Manager's proposed by-laws

- (c) use reasonable endeavors to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Executive Committee noting that Works will not be approved to be carried out in the months of December or January of any year, on weekends or public holidays;
- (e) perform the Works within a period as reasonably approved by the Executive Committee;
- (f) use reasonable endeavors to ensure that any Works which are likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot are performed between the hours of 10.00 am to 4.00 pm Monday to Friday excluding public holidays;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation or the Executive Committee;
- (h) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time as advised by the Executive Committee, failing which the Owners Corporation can do such rectification works and recover the cost of those works as a debt of the Owner;
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (k) upon the reasonable request of the Building Manager, Executive Committee or the Executive Committee's nominee, allow access to the lot for the purpose of inspecting the Works; and
- (l) reimburse the Owners Corporation's reasonable costs incurred in cleaning-up any debris, rubbish, building materials, or other objects resting on or over common property areas during construction within 21 days of receiving an invoice from the Owners Corporation , failing which the Owners Corporation can recover the costs of these works as a debt of the Owner.

PART 3.3 **After construction**

- 3.3 Within 21 days after the Works have been completed the Owner must:
- (a) notify the Executive Committee that the Works have been completed;
 - (b) continue to permit the Executive Committee access to the lot, upon reasonable notice for the purpose of inspecting the Works;
 - (c) notify the Executive Committee that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
 - (d) provide the Executive Committee with a copy of any certificate or certification required by an Authority to certify the Works; and
 - (e) within 21 days of receiving an invoice from the Owners Corporation, reimburse the Owners Corporation's reasonable costs incurred in cleaning-up any debris, rubbish, building materials, or other objects resting on or over common property areas after construction failing which the Owners Corporation can recover the costs of these works as a debt of the Owner.

PART 3.4 **Enduring rights and obligations**



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

3.4 The Owner:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Explanatory Note: *This by-law is intended to regulate the manner in which lot owners will go about renovating their apartment in the best interests of the Owner, other Owners and the Owner's Corporation.*

Clause 3.1(d) The requirement to obtain and provide insurance is the Owners. An Owner may submit appropriate contractors insurance to the Executive Committee but any shortfall or inadequacies in the contractors insurance or any further insurance required pursuant to this by-law must be obtained by the Owner.

Clause 3.3(b) "Reasonable notice" for inspection of Works in the 21 days following notification of completion, is 2 hours prior notice.

4. Special by-law – Goods left on common property and activities on common property

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Administration Fee** means the reasonable charges incurred by the Owners Corporation in moving Goods left on common property.
- (b) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) **Cleaning Fee** means the reasonable charges incurred by the Owners Corporation in cleaning the Common Property areas.
- (d) **Common Property** means the common property in strata plans 61139.
- (e) **Disposal Costs** means the reasonable costs incurred by the Owners Corporation in disposing or dealing with Goods left on Common Property.
- (f) **Executive Committee** means the executive committee of the Owners Corporation or its nominee being the Building Manager or the Strata Manager.
- (g) **Goods** mean any item of personal property owned by or in possession of an Occupier or Owner.
- (h) **Lot** means a lot in strata scheme 61139.
- (i) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 61139
- (j) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (k) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 1996* to manage the business and maintain the records of the Owners Corporation.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

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

PART 2 RIGHTS AND OBLIGATIONS REGARDING GOODS LEFT ON COMMON PROPERTY

- 2.1 An Owner or Occupier must not leave Goods unattended on the Common Property of the Owners Corporation within the scheme, without the written consent of the Executive Committee.
- 2.2 If an Owner or Occupier leaves Goods on the Common Property which breaches the law, workplace health and safety requirements, fire safety requirements or this by-law, they consent to the Building Manager moving those Goods to another place on the Common Property or if Goods are unable to be reasonably relocated, they consent to the disposal of the goods at the discretion of the Executive Committee and the Owner or Occupier agrees to pay the Administration Fee within seven (7) days of a request for payment.
- 2.3 If an Owner or Occupier does not claim the Goods within 21 days from the date that the Goods were moved, the Owners Corporation may:
 - (a) hand over the Goods to the police as lost property, if the Executive Committee considers this necessary; or
 - (b) otherwise dispose of or deal with the Goods at the Executive Committee's discretion.
- 2.4 If the Building Manager moves Goods left on Common Property, the Building Manager will use reasonable endeavors to:
 - (a) locate the owner of the Goods;
 - (b) notify the owner of the Goods that the Goods have been moved; and
 - (c) notify the owner of the Goods that if left unclaimed, the Goods will be disposed of,

where any such reasonable endeavors to locate and notify the owner of the Goods may be made by placing a notice on the scheme's notice board.

PART 3 CONDITIONS

- 3.1 The Owners Corporation is entitled to recover from an Owner or Occupier the Administration Fee, Cleaning Fee and Disposal Costs paid by the Owners Corporation.
- 3.2 The Owners Corporation may:
 - (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
 - (b) include reference to the debt on notices under section 109 of the *Strata Schemes Management Act 1996*.

PART 4 PROHIBITED ACTIVITIES ON COMMON PROPERTY

- 4.1 An Owner or Occupier must use reasonable endeavors to avoid any water, sand, dirt, grit particles or the like coming onto the Common Property.
- 4.2 If an Owner or Occupier brings water, sand, dirt, grit particles or the like onto the Common Property they agree to reimburse the Owners Corporation the Cleaning Fee to remove the water, sand, dirt, grit particles or the like.
- 4.3 An Owner or Occupier must not transport any furniture or large object through or on the Common Property unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange to



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

be present at the time when the Owner or Occupier does so.

- 4.4 An Owner or Occupier must follow the reasonable directions of the Executive Committee in relation to any approval to move items through the Common Property in accordance with clause 4.3 of this by-law including but not limited to the use of lift blankets and restrictions of the hours of the day or days of the week for the movement of any furniture or large object.

Explanatory Note: This by-law allows the Owners Corporation to deal with goods left on all areas of common property and to deal with any unclaimed goods left on common property whether by handing over to an authority or by disposal.

This by-law also provides for the Owners Corporation to recover any costs of dealing with goods left on common property.

Clause 4.4 allows the Owners Corporation to regulate the movement of large objects through common property.

5. Special By-law —Hard Floors Residential Lots

Explanatory Note: this By-Law is being proposed to control the installation of non carpeted flooring within a residential lot. This By-Law is in addition to By-Law 25 which deals with the transference of noise from floors within a lot other than wet areas. The By-Law imposes responsibilities upon owners to ensure appropriate underlays are used when installing non carpeted flooring to minimise the transference of noise.

1. DEFINITIONS

- 1.1 In this by-law:

Commencement Date means

Non-Carpet Floor Covering means a floor covering on the floor boundary of a residential lot (other than a kitchen, laundry, lavatory or bathroom) and other than carpet, including, but not limited to, timber, parquetry, tiles, cork and marble on levels of Strata Plan 61139

Owners Corporation means The Owners—Strata Plan No 61139

Owner means the owner of a residential lot from time to time in the Owners Corporation.

- 1.2 Where any term used in this by-law is defined in the Strata Schemes Management Act 1996, it has the same meaning as in that Act.

- 1.3 Include and including and similar expressions are not words of limitation.

- 1.4 The singular includes the plural and vice versa.

2. APPLICATION OF BY-LAW

This by-law applies to all Non-Carpet Floor Coverings, whether installed or laid before or after the Commencement Date.

3. PROHIBITION

- 3.1 After the Commencement Date, an Owner must not install or lay a Non-Carpet Floor Covering in the Owner's lot unless the Owner complies with the conditions specified in paragraph 5.

- 3.2 An Owner must not retain a Non-Carpet Floor Covering in the Owner's lot that was installed or laid before the Commencement Date unless the Owner complies with the conditions specified in paragraph 6.

4. RIGHTS

Subject to the conditions in paragraphs 5 and 6, Owners are granted a special privilege to lay and maintain Non-Carpet Floor Coverings on the floor boundaries of their lots.



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

5. CONDITIONS FOR NEW NON-CARPET FLOOR COVERINGS

After the Commencement Date, an Owner may install or lay a Non-Carpet Floor Covering in that Owner's lot on condition that the Owner:

- 5.1 obtains the written permission of the Executive Committee before any work is carried out in connection with the Non-Carpet Floor Covering;
- 5.2 pays a bond of an amount to be determined by the Executive Committee from time to time and agrees that all interest accruing on the bond is to the benefit of the Owner's Corporation;

Works

5.3 when carrying out work in connection with the Non-Carpet Flooring Covering:

- 5.3.1 protects all areas of the common property from damage;
- 5.3.2 does not disturb the peaceful enjoyment of the owner or occupier of another lot;
- 5.3.3 promptly removes all debris resulting from work;

Noise

- 5.4 ensures that the weighted standardised impact sound pressure level ($L'_{nT,w}$) of the floor after the Non-Carpet Flooring Covering has been installed is 40 or less when carried out and calculated according to the requirements of AS/NZS ISO 140.7:2006 *Acoustics—Measurement of sound insulation in buildings and of building elements. Field measurements of impact sound insulation of floors and AS ISO 717.2–2004 Acoustics—Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation*;
- 5.5 provides to the Executive Committee at the Owner's expense within 14 days after the Non-Carpet Flooring Covering has been installed and access has been granted for the purposes of testing by the owner of the lot or lots adjoining both horizontally and vertically, a certified test report by a qualified acoustic engineer showing that the measured $L'_{nT,w}$ when carried out and calculated according to the requirements of AS/NZS ISO 140.7:2006 (which requires noise transmission readings to be taken in the lot below) and AS ISO 717.2–2004 is 40 or less;

Maintenance

5.6 properly maintains and keeps the Non-Carpet Floor Covering in a state of good and serviceable repair and replaces it as required from time to time;

Cost

- 5.7 pays all costs of the installation, the maintenance of and the repair of the Non-Carpet Floor Covering; and
- 5.8 effects and continues to keep insurance cover for the Non Carpet Floor Covering.

6. CONDITIONS FOR EXISTING NON-CARPET FLOOR COVERINGS

An Owner may retain a Non-Carpet Floor Covering in that Owner's lot that was installed before the Commencement Date on condition that the Owner:

- 6.1
 - 6.1.1 has fully complied with the requirements of this Special By-Law or
 - 6.1.2 had installed the Non-Carpet Floor Covering before the Commencement Date and had previously obtained the permission of the Owners Corporation to install the Non-Carpet Floor Covering and had complied with all conditions specified in that approval; or
 - 6.1.3 notifies the Executive Committee in writing that a Non-Carpet Floor Covering has been installed in the Owner's lot; and within 28 days after a receiving written notice from the Executive Committee requiring



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

the Owner to do so, provides at the Owners expense a certified test report by a qualified engineer showing that the measured $L'_{nt,w}$ when carried out and calculated according to the requirements of AS/NZS ISO 140.7:2006 and AS ISO 717.2-2004 is 40 or less;

Maintenance

- 6.2 properly maintains and keeps the Non-Carpet Floor Covering in a state of good and serviceable repair and replaces it as required from time to time.

Cost

- 6.3 pays all costs of the installation of, maintenance of and repair of the Non-Carpet Floor Covering.

- 6.4 effects and continues to keep insurance cover for the Non Carpet Floor Covering.

7. NOTIFICATION AND APPROVAL PROCEDURE

- 7.1 After receiving a request under paragraph 5.1 or a notification under paragraph in relation to a Lot, the Executive Committee must notify the owners of all adjoining lots (both horizontally and vertically) that it has received such a request or notification.

- 7.2 The Executive Committee must not grant an Owner permission to install or lay a Non-Carpet Floor Covering until at least 14 days after notifying the owners of adjoining lots in accordance with paragraph 7.1.

8. REFUND OF BOND

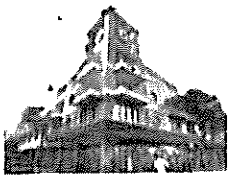
- 8.1 After an Owner has provided a report in accordance with paragraph 5.5 and the Owner has notified the Executive Committee that the work has been completed, the Executive Committee must refund the bond, less any costs the Owners Corporation has incurred as a result of non-compliance by the Owner with the conditions of this by-law.

- 8.2 If an Owner does not provide a report in accordance with paragraph 5.5 the Executive Committee may arrange for independent testing of the floor and any rectification required to be paid for out of the bond. The Executive Committee must refund the bond, less any costs it has incurred as a result of non-compliance by the Owner with the conditions of this by-law.

9. REMEDY

- 9.1 If an Owner fails to comply with any obligation of this by-law, then in addition to its rights under paragraph 8 of this by-law, the Owners Corporation may:

- 9.1.1 enter any part of the building or buildings to carry out the necessary work to perform that Owner's obligation; and
- 9.1.2 recover the costs of carrying out that work from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the Strata Schemes Management Act 1996 and which, if unpaid within 1 month of being due, will bear interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

6. Special By-law — Use of pool courtyard

Explanatory Note: *The common property pool courtyard recreational area is popular with lot owners and occupiers in the Pacific Waves Building (PWB), SP61139. In the past lot owners and occupiers have invited onto this part of the common property large numbers of guests such that nearby lot owners and occupiers were disturbed by the noise and/or other lot owners and occupiers were excluded from using the roof top recreational area at the same time. Further, PWB is a secure building that does not therefore readily facilitate the ingress and egress from the PWB of large groups of visitors. Lot owners and occupiers are therefore limited to 6 guests or visitors each at any one time.*

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) **Executive Committee** means the executive committee of the Owners Corporation or its nominee being the Building Manager or the Strata Manager.
- (d) **Lot** means a lot in strata plan 61139.
- (e) **Owner or Occupier** means the owner or the occupier of a Lot from time to time.
- (f) **Owners Corporation** means the owners corporation created by the registration of strata plans registration no. 61139
- (g) **Pool Court Yard** means the common property on the eastern side of the PWB, level 2, strata plan no. 61139 including the pool, gym and recreational areas.
- (h) **Strata Manager** means the person or entity appointed under the Strata Schemes Management Act 1996 to manage the business and maintain the records of the Owners Corporation.

1.2 In this by-law a word which denotes:

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

PART 2 Rights and obligations regarding use of the pool courtyard

2.1 The Owner or Occupier must:

- (a) only use the Pool Courtyard during the hours reasonably determined by the Executive Committee from time to time. Use of the Pool Courtyard may be restricted by the Executive Committee for example between the hours of 10pm and 5am.



PACIFIC WAVES BUILDING

Building Manager's proposed by-laws

- (b) remove any rubbish, debris, waste or the like following use of the pool courtyard to ensure that the Pool Courtyard is left in a clean and orderly state;
- (c) not have more than 6 people in addition to the Owner or Occupier on the pool courtyard at any one time;
- (d) not create any noise on the pool courtyard likely to interfere with the peaceful enjoyment of each Owner or Occupier of another lot or of any person lawfully using common property;
- (e) take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person while using the pool courtyard;
- (f) immediately report to the Executive Committee any damage or other maintenance issues in relation to the Pool Courtyard;
- (g) not restrict any other Owner or Occupier having access to the pool courtyard; and
- (h) be present on the Pool Courtyard with up to 6 people referred to in clause 2.1(c) above.

2.2 Notwithstanding clause 2.1(c) of this by-law, nothing in this by-law restricts or limits access to and use of the Pool Courtyard by any other Owner or Occupier.

7. Prohibition of Inappropriate use of gas supply within a lot

I have not provided the text for this By-law, the Lawyers can do this one. We will of course have to repeal By-law 33 or amend it with this new version

8. Car space and storage of goods

I have not provided the text for this By-law, the Lawyers can do this one too. The purpose of this By-law is to prohibit the placing of any goods other than a motor vehicle and/or a storage box that has been approved by the EC.

THE OWNERS CORPORATION OF STRATA PLAN NO. 61139

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF STRATA PLAN NO. 61139
HELD ON WEDNESDAY 8TH APRIL, 2015 IN THE OFFICE OF LAMB & WALTERS,
53 SYDNEY ROAD, MANLY, IMMEDIATELY FOLLOWING THE RE-CONVENED
ANNUAL GENERAL MEETING AT 10.40AM.**

- PRESENT:** Mrs S Parker, Mr D Glading and Mr G Brown.
- IN ATTENDANCE:** Ms N Hopkins of Lamb & Walters.
- CHAIRMAN:** Ms N Hopkins occupied the Chair for the purpose of the meeting.
- PROXIES:** Resolved that the four (4) proxies received for the meeting be accepted:
Ms L Wareham in favour of Mr G Brown.
Mr F de Morentin in favour of Mr G Brown.
Mrs Z Dybac in favour of Mr G Brown.
Mr R Stone in favour of Mr G Brown.
- 1. MINUTES:** Resolved that the Minutes of the last Executive Committee Meeting held on 5/3/15 be confirmed as a true and accurate record of that meeting.
- 2. ELECTION OF OFFICE BEARERS:** Resolved that Mr R Stone be re-elected as Treasurer.
Resolved that Mr G Brown be re-elected as Chairman.
Resolved that Mr G Brown be elected as Secretary.
- NEXT MEETING:** The date of the next Executive Committee Meeting will be set at a later time.
- CLOSURE:** As there was no further business the meeting closed at 10.50am.