

**THE OWNERS OF STRATA PLAN NO 61139
9-15 CENTRAL AVENUE, MANLY NSW 2095**

NOTICE OF AN EXECUTIVE COMMITTEE MEETING OF THE OWNERS CORPORATION

NOTICE IS HEREBY GIVEN THAT AN EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF STRATA PLAN NO 61139 TO BE HELD ON THURSDAY 5TH MARCH, 2015 OUTSIDE THE BUILDING MANAGERS OFFICE, 9-15 CENTRAL AVENUE, MANLY AT 6.00PM.

AGENDA

1. That the Minutes of the last Executive Committee Meeting held on 19/1/15 be confirmed.
2.
 - i. That the financial statement to 31st January 2015 be tabled.
 - ii. That the Proposed Budget be tabled.
3. That the Building Managers Report be tabled.
4. That an update be given on the Courtyard Licence Agreement to be considered at the upcoming AGM.
5. That the concept for the Courtyard Covered Walkway be approved.
6. To discuss Ground Zero and Jah Bah tentative proposal to amalgamate the respective courtyard use.
7. That the attached quotation from LED Direct to provide led Lighting in the residential car park be accepted.
8. That the attached proposed additional special By-law concepts for adoption at the AGM be discussed.
9. That the potential problem of unsupervised children in the level 2 common area outside the pool/gym be discussed.
10. That the conditions of use of the Pool and Spa be discussed.
11. That review of operations of Fire Alarms and Council Carpark be discussed.
12. General Business.

Dated: 25 February 2015



19-23 Bridge Street
Pymble NSW 2073

Phone: (02) 9449 8855

Fax: (02) 9449 3992

Web: www.lambandwalters.com.au

Email: info@lambandwalters.com.au

THE OWNERS CORPORATION OF STRATA PLAN NO. 61139

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF STRATA PLAN NO. 61139 HELD ON MONDAY 19TH JANUARY 2015 IN THE OFFICE OF LAMB & WALTERS, 53 SYDNEY ROAD, MANLY 10.00AM BY MEANS OF THE PROCEDURE IN SCHEDULE 3, PART 2, CLAUSE 10 OF THE STRATA SCHEMES MANAGEMENT ACT, 1996.

VOTING PAPERS

RECEIVED FROM: Mr G Brown, Mr R Stone, Mrs S Parker, Mr D Glading, Mr F de Morentin, Ms L Wareham and Mrs Z Dybac.

IN ATTENDANCE: Ms N Hopkins of Lamb & Walters.

CHAIRPERSON OF THE MEETING:

Ms N Hopkins of Lamb & Walters.

MOTION 1 **Resolved** that the Minutes of the last Executive Committee Meeting be confirmed as a true and accurate record of that meeting.

MOTION 2 **Resolved** that the Owners Corporation attend Mediation on Monday 2nd February, 2015 at Level 13, 175 Castlereagh Street, Sydney at 10.00am as per Application for Mediation File No. SM15/0021DD.

MOTION 3 **Resolved** that a Notice to Comply be issued to the Owner of Unit 505 for breach of By-laws due to screen on balcony.

MOTION 4 **Resolved** that a Notice to Comply be issued to the Owner of Unit 303B for breach of By-laws due to drying of linen on balcony.

CLOSURE: As there was no further business the meeting closed at 10.20am

Statement of Financial Position

As at 31/01/2015

The Owners of SP 61139

Pacific Waves, 9-15 Central Avenue, MANLY NSW
2095

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	86,546.42
Owners Equity--Admin	93,529.44
	180,075.86

Sinking Fund

Operating Surplus/Deficit--Sinking	135,429.26
Owners Equity--Sinking	626,194.66
	761,623.92

Net owners' funds

\$941,699.78

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	33,926.20
Investments--Admin 1	100,801.37
Receivable--Levies--Admin	3,137.52
Receivable--Other--Admin	41,631.47
Receivable--Owners--Admin	30.00
	179,526.56

Sinking Fund

Cash at Bank--Sinking	146,900.07
Investments--Sinking 1	307,966.50
Investments--Sinking 2	306,549.53
Receivable--Levies--Sinking	2,542.56
	763,958.66

Unallocated Money

Cash at Bank--Unallocated	387.35
	387.35

Total assets

943,872.57

Less liabilities

Administrative Fund

Creditor--GST--Admin	(549.30)
	(549.30)

Sinking Fund

Creditor--GST--Sinking	2,334.74
	2,334.74

Unallocated Money

Prepaid Levies--Unallocated	387.35
	387.35

Total liabilities

2,172.79

Net assets

\$941,699.78

Statement of Financial Performance for the financial year to 31/01/2015

The Owners of SP 61139

Pacific Waves, 9-15 Central Avenue, MANLY NSW
2095

Administrative Fund

	Current period 01/02/2014-31/01/2015	Annual budget 01/02/2014-31/01/2015	Previous year 01/02/2013-31/01/2014
Revenue			
Interest on Arrears--Admin	298.59	0.00	0.00
Interest on Investments--Admin	2,832.15	5,000.00	0.00
Interest--Bank	338.66	0.00	0.00
Levies Due--Admin	320,005.70	320,000.00	0.00
Miscellaneous Income--Admin	31.82	0.00	0.00
Security Key--Non-refundable	1,100.00	0.00	0.00
Status Certificate Fees	428.00	0.00	0.00
Strata Roll Inspection Fees	68.00	0.00	0.00
<i>Total revenue</i>	325,102.92	325,000.00	0.00
Less expenses			
Admin--Accounting	518.18	720.00	0.00
Admin--Agent Disburst--Postage & Stationery	4,308.17	1,000.00	0.00
Admin--Agent Disburst--Postage & Stationery--Extra	1,858.59	2,500.00	0.00
Admin--Agent Disburst--Schedule B	1,000.00	0.00	0.00
Admin--Auditors--Audit Services	1,200.00	1,000.00	0.00
Admin--Auditors--Taxation Services	204.55	120.00	0.00
Admin--Bank Charges	46.15	0.00	0.00
Admin--Bank Charges--With GST	216.47	100.00	0.00
Admin--Consultant--Executive Committee	700.00	0.00	0.00
Admin--Legal & Debt Collection Fees	1,422.53	0.00	0.00
Admin--Legal Cost	0.00	2,000.00	0.00
Admin--Levy Contribution--BMC	119,733.85	194,625.00	0.00
Admin--Management Fees--Standard	17,936.52	16,500.00	0.00
Admin--Registration/License/Permit Fees	228.00	100.00	0.00
Admin--Stationery & Printing	0.00	400.00	0.00
Admin--Status Certificate Fees Paid	428.00	0.00	0.00
Admin--Strata Inspection Fees Paid	68.00	0.00	0.00
Foyer Doors Maintenance	360.00	0.00	0.00
Insurance--Premiums	2,223.48	2,600.00	0.00
Maint Bldg--Airconditioning - Repairs	0.00	3,500.00	0.00
Maint Bldg--Airconditioning--Maintenance Contract	1,945.00	0.00	0.00
Maint Bldg--Cleaning	(45.45)	0.00	0.00
Maint Bldg--Cleaning--Carpet/Furniture	6,389.06	4,000.00	0.00
Maint Bldg--Cleaning--Materials	2,343.59	0.00	0.00
Maint Bldg--Consultants	225.00	0.00	0.00
Maint Bldg--Doors & Windows	2,947.50	0.00	0.00

Administrative Fund

	Current period	Annual budget	Previous year
	01/02/2014-31/01/2015	01/02/2014-31/01/2015	01/02/2013-31/01/2014
Maint Bldg--Electrical Repairs	1,467.97	500.00	0.00
Maint Bldg--Exhaust/Ventilation Systems	2,000.00	0.00	0.00
Maint Bldg--Garage Door Contract & Repairs	1,962.92	1,000.00	0.00
Maint Bldg--Garbage Bins/Bags	340.27	0.00	0.00
Maint Bldg--Hot Water Service	1,927.21	1,000.00	0.00
Maint Bldg--Lift--Maintenance Contract	8,452.94	0.00	0.00
Maint Bldg--Light Globes	134.50	0.00	0.00
Maint Bldg--Locksmith Repairs	366.18	0.00	0.00
Maint Bldg--Miscellaneous	195.98	1,000.00	0.00
Maint Bldg--Pest/Vermin Control	750.00	500.00	0.00
Maint Bldg--Plumbing Repairs	7,389.75	10,000.00	0.00
Maint Bldg--Plumbing--Drains & Sewers	300.00	0.00	0.00
Maint Bldg--Pool Mtce	6,592.28	8,200.00	0.00
Maint Bldg--Repairs & Mtce	13,402.79	20,000.00	0.00
Maint Bldg--Security Alarm Equipment	935.00	0.00	0.00
Maint Bldg--Security Keys	347.45	2,500.00	0.00
Maint Grounds--Equipment Hire	480.00	1,440.00	0.00
Maint Grounds--Plants Hire	1,200.00	0.00	0.00
Maint Grounds--Pool Fencing	100.00	0.00	0.00
Utility--Electricity & Gas	(44,306.61)	0.00	0.00
Utility--Gas	28,122.17	42,000.00	0.00
Utility--Phoneline rental & charges	213.15	0.00	0.00
Utility--Rubbish Removal	93.86	0.00	0.00
Utility--Waste Management	0.00	500.00	0.00
Utility--Water Usage	39,831.50	42,000.00	0.00
<i>Total expenses</i>	238,556.50	359,805.00	0.00
Surplus/Deficit	86,546.42	(34,805.00)	0.00
Opening balance	93,529.44	93,529.44	93,529.44
Closing balance	\$180,075.86	\$58,724.44	\$93,529.44

Sinking Fund

	Current period 01/02/2014-31/01/2015	Annual budget 01/02/2014-31/01/2015	Previous year 01/02/2013-31/01/2014
Revenue			
Interest on Arrears--Sinking	116.03	0.00	0.00
Interest on Investments--Sinking	22,551.28	35,000.00	0.00
Levies Due--Sinking	190,006.15	190,000.00	0.00
<i>Total revenue</i>	<u>212,673.46</u>	<u>225,000.00</u>	<u>0.00</u>
Less expenses			
Admin-- PAYG--Sinking	1,328.00	0.00	0.00
Admin--Income Tax--Sinking	4,000.90	6,000.00	0.00
BMC Contribution--Sinking Fund	1,550.04	30,275.00	0.00
Gym Maintenance/Equipment	0.00	1,200.00	0.00
Maint Bldg-- Exhaust/Ventilation	3,655.00	5,000.00	0.00
Maint Bldg--Carpets & Stairs Replacement	181.82	20,000.00	0.00
Maint Bldg--Consultants	2,675.00	2,000.00	0.00
Maint Bldg--Contingency	0.00	120.00	0.00
Maint Bldg--Doors & Windows	2,364.00	0.00	0.00
Maint Bldg--Driveway & Paths	1,430.00	0.00	0.00
Maint Bldg--Electrical	13,425.28	0.00	0.00
Maint Bldg--Equipment Purchases	0.00	2,000.00	0.00
Maint Bldg--Fire Protection	400.00	0.00	0.00
Maint Bldg--General Service & Replacement	11,545.45	0.00	0.00
Maint Bldg--Painting (External)	6,397.50	40,000.00	0.00
Maint Bldg--Painting (Internal)	2,507.69	0.00	0.00
Maint Bldg--Plumbing & Drainage	15,171.00	30,000.00	0.00
Maint Bldg--Roof	180.00	0.00	0.00
Maint Bldg--Security Works	825.41	0.00	0.00
Maint Grounds--Landscaping	1,360.00	0.00	0.00
Maint Grounds--Pool Renovation	6,227.27	0.00	0.00
Pumps Repair & Maintenance	2,019.84	1,000.00	0.00
<i>Total expenses</i>	<u>77,244.20</u>	<u>137,595.00</u>	<u>0.00</u>
Surplus/Deficit	<u>135,429.26</u>	<u>87,405.00</u>	<u>0.00</u>
Opening balance	626,194.66	626,194.66	626,194.66
Closing balance	<u>\$761,623.92</u>	<u>\$713,599.66</u>	<u>\$626,194.66</u>

Proposed Budget

The Owners of SP 61139

Pacific Waves, 9-15 Central Avenue, MANLY NSW
2095

Administrative Fund

	Proposed budget	Actual 01/02/2014-31/01/2015	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	298.59	0.00
Interest on Investments--Admin	3,000.00	2,832.15	5,000.00
Interest--Bank	0.00	338.66	0.00
Levies Due--Admin	230,000.00	320,005.70	320,000.00
Miscellaneous Income--Admin	0.00	31.82	0.00
Security Key--Non-refundable	0.00	1,100.00	0.00
Status Certificate Fees	0.00	428.00	0.00
Strata Roll Inspection Fees	0.00	68.00	0.00
<i>Total revenue</i>	<u>233,000.00</u>	<u>325,102.92</u>	<u>325,000.00</u>
Less expenses			
Admin--Accounting	720.00	518.18	720.00
Admin--Agent Disburst--Postage & Stationery	5,000.00	4,308.17	1,000.00
Admin--Agent Disburst--Postage & Stationery--Extra	2,000.00	1,858.59	2,500.00
Admin--Agent Disburst--Schedule B	0.00	1,000.00	0.00
Admin--Annual Storage Fee	200.00	0.00	0.00
Admin--Auditors--Audit Services	1,200.00	1,200.00	1,000.00
Admin--Auditors--Taxation Services	205.00	204.55	120.00
Admin--Bank Charges	0.00	46.15	0.00
Admin--Bank Charges--With GST	300.00	216.47	100.00
Admin--Consultant--Executive Committee	0.00	700.00	0.00
Admin--Legal & Debt Collection Fees	1,500.00	1,422.53	0.00
Admin--Legal Cost	5,000.00	0.00	2,000.00
Admin--Levy Contribution--BMC	195,000.00	119,733.85	194,625.00
Admin--Management Fees--Standard	25,000.00	17,936.52	16,500.00
Admin--Registration/License/Permit Fees	250.00	228.00	100.00
Admin--Stationery & Printing	0.00	0.00	400.00
Admin--Status Certificate Fees Paid	0.00	428.00	0.00
Admin--Strata Inspection Fees Paid	0.00	68.00	0.00
Contingency	10,000.00	0.00	0.00
Foyer Doors Maintenance	600.00	360.00	0.00
Insurance--Premiums	2,600.00	2,223.48	2,600.00
Maint Bldg--Airconditioning - Repairs	2,500.00	0.00	3,500.00
Maint Bldg--Airconditioning--Maintenance Contract	0.00	1,945.00	0.00
Maint Bldg--Cleaning	0.00	(45.45)	0.00
Maint Bldg--Cleaning--Carpet/Furniture	9,000.00	6,389.06	4,000.00
Maint Bldg--Cleaning--Materials	0.00	2,343.59	0.00
Maint Bldg--Consultants	2,000.00	225.00	0.00

Administrative Fund

	Proposed budget	Actual 01/02/2014-31/01/2015	Previous budget
Maint Bldg--Doors & Windows	10,000.00	2,947.50	0.00
Maint Bldg--Electrical Repairs	2,000.00	1,467.97	500.00
Maint Bldg--Exhaust/Ventilation Systems	2,000.00	2,000.00	0.00
Maint Bldg--Garage Door Contract & Repairs	2,500.00	1,962.92	1,000.00
Maint Bldg--Garbage Bins/Bags	500.00	340.27	0.00
Maint Bldg--Hot Water Service	2,500.00	1,927.21	1,000.00
Maint Bldg--Lift--Maintenance Contract	9,000.00	8,452.94	0.00
Maint Bldg--Light Globes	500.00	134.50	0.00
Maint Bldg--Locksmith Repairs	750.00	366.18	0.00
Maint Bldg--Miscellaneous	1,000.00	195.98	1,000.00
Maint Bldg--Pest/Vermin Control	1,650.00	750.00	500.00
Maint Bldg--Plumbing Repairs	10,000.00	7,389.75	10,000.00
Maint Bldg--Plumbing--Drains & Sewers	0.00	300.00	0.00
Maint Bldg--Pool Mtce	8,000.00	6,592.28	8,200.00
Maint Bldg--Repairs & Mtce	10,000.00	13,402.79	20,000.00
Maint Bldg--Security Alarm Equipment	1,000.00	935.00	0.00
Maint Bldg--Security Keys	750.00	347.45	2,500.00
Maint Grounds--Equipment Hire	500.00	480.00	1,440.00
Maint Grounds--Plants Hire	1,660.00	1,200.00	0.00
Maint Grounds--Pool Fencing	1,000.00	100.00	0.00
Utility--Electricity & Gas	0.00	(44,306.61)	0.00
Utility--Gas	30,000.00	28,122.17	42,000.00
Utility--Phoneline rental & charges	0.00	213.15	0.00
Utility--Rubbish Removal	500.00	93.86	0.00
Utility--Waste Management	0.00	0.00	500.00
Utility--Water Usage	42,000.00	39,831.50	42,000.00
Total expenses	400,885.00	238,556.50	359,805.00
Surplus/Deficit	(167,885.00)	86,546.42	(34,805.00)
Opening balance	180,075.86	93,529.44	93,529.44
Closing balance	\$12,190.86	\$180,075.86	\$58,724.44
Total units of entitlement	100000		100000
Levy contribution per unit entitlement	\$2.53		\$3.52
Budgeted standard levy revenue	230,000.00		320,000.00
Add GST	23,000.00		32,000.00
Amount to raise in levies including GST	\$253,000.00		\$352,000.00

Sinking Fund

	Proposed budget	Actual 01/02/2014-31/01/2015	Previous budget
Revenue			
Interest on Arrears--Sinking	0.00	116.03	0.00
Interest on Investments--Sinking	12,000.00	22,551.28	35,000.00
Levies Due--Sinking	280,000.00	190,006.15	190,000.00
<i>Total revenue</i>	<u>292,000.00</u>	<u>212,673.46</u>	<u>225,000.00</u>
Less expenses			
Admin-- PAYG--Sinking	0.00	1,328.00	0.00
Admin--Income Tax--Sinking	6,000.00	4,000.90	6,000.00
BMC Contribution--Sinking Fund	2,000.00	1,550.04	30,275.00
Gym Maintenance/Equipment	1,200.00	0.00	1,200.00
Maint Bldg-- Exhaust/Ventilation	5,000.00	3,655.00	5,000.00
Maint Bldg--Carpets & Stairs Replacement	30,000.00	181.82	20,000.00
Maint Bldg--Consultants	3,000.00	2,675.00	2,000.00
Maint Bldg--Contingency	5,000.00	0.00	120.00
Maint Bldg--Doors & Windows	0.00	2,364.00	0.00
Maint Bldg--Driveway & Paths	0.00	1,430.00	0.00
Maint Bldg--Electrical	21,500.00	13,425.28	0.00
Maint Bldg--Equipment Purchases	2,000.00	0.00	2,000.00
Maint Bldg--Fire Protection	0.00	400.00	0.00
Maint Bldg--General Service & Replacement	35,000.00	11,545.45	0.00
Maint Bldg--Painting (External)	50,000.00	6,397.50	40,000.00
Maint Bldg--Painting (Internal)	10,000.00	2,507.69	0.00
Maint Bldg--Plumbing & Drainage	40,500.00	15,171.00	30,000.00
Maint Bldg--Roof	15,000.00	180.00	0.00
Maint Bldg--Security Works	0.00	825.41	0.00
Maint Grounds--Landscaping	0.00	1,360.00	0.00
Maint Grounds--Pool Rennovation	0.00	6,227.27	0.00
Pumps Repair & Maintenance	3,500.00	2,019.84	1,000.00
<i>Total expenses</i>	<u>229,700.00</u>	<u>77,244.20</u>	<u>137,595.00</u>
Surplus/Deficit	<u>62,300.00</u>	<u>135,429.26</u>	<u>87,405.00</u>
Opening balance	761,623.92	626,194.66	626,194.66
Closing balance	<u>\$823,923.92</u>	<u>\$761,623.92</u>	<u>\$713,599.66</u>
Total units of entitlement	100000		100000
Levy contribution per unit entitlement	\$3.08		\$2.09
Budgeted standard levy revenue	280,000.00		190,000.00
Add GST	28,000.00		19,000.00
Amount to raise in levies including GST	<u>\$308,000.00</u>		<u>\$209,000.00</u>



LEDDirect Pty Ltd
 ABN: 98 145 546 729

Registered Office: Unit 7C, 26 Ross Street, Waverton, 2060
 International: (61) 438 - 78 - 78 - 78
 Local: 0438 - 78 - 78 - 78

Date: 30th January 2015
 Quotation No: 01078

QUOTATION - revised

Tony Strati
Building Manager
SP 61139 – Pacific Waves Building
9-15 Central Avenue
MANLY, 2095

Dear Tony,

We are pleased to provide this LED Lighting “RESIDENTIAL CAR PARK” Quotation including Installation as detailed below.

Description of LED units	Units	Discounted Price	Total
20 watt Vapour Proof (VP) unit including Dimming Sensors	39	\$162.00	\$6,318.00
20 watt “Emergency Back-up” Vapour Proof (VP) unit including Dimming Sensors	16	200.00	3,200.00
40 watt Vapour Proof (VP) unit including Dimming Sensors	22	193.00	4,246.00
60 watt Vapour Proof (VP) unit including Dimming Sensors	3	212.00	636.00
Installation – please see details within Supporting Comments		Fixed Price	5,200.00
			Sub total
			\$19,600.00
			GST (10%)
			1,960.00
			TOTAL
			\$21,560.00

Capital Investment including Installation (excluding GST)	\$19,600.00
ESS Financial Incentive payment (estimated)	\$3,055.00
NET CAPITAL INVESTMENT (estimated)	\$16,545.00
Capital Investment Pay-Back Period INCL (estimated) ESS Financial Incentive	1.8 Years

Our analysis of existing Lighting & Energy expenses indicates significant on-going savings can be achieved after the implementation of our LED Lighting Products:

- ✚ \$9,186.00 per annum
- ✚ 86% reduction in energy consumption
- ✚ 32.9 tonnes per annum reduction on your Co2 emissions



LEDDirect Pty Ltd
 ABN: 98 145 546 729

Registered Office: Unit 7C, 26 Ross Street, Waverton, 2060
 International: (61) 438 - 78 - 78 - 78
 Local: 0438 - 78 - 78 - 78

Date: 30th January 2015

Quotation No: 01078

Supporting Comments

<p>Installation</p>	<p>The Fixed Price expense includes:</p> <ol style="list-style-type: none"> 1. The removal of existing units and installation of new LED VP Emergency Back-up units; 2. Re-location of identified units; 3. Compliance with ESS requirement to dispose of old Units and Tubes at licenced re-cycling depot and 4. Completion of required ESS documents.
<p>Configuration of LED units</p>	<p>Standard configuration of Car Park Vapour Proof (VP) Units:</p> <ol style="list-style-type: none"> 1) Over Vehicle 20w VP units & Sensors <ol style="list-style-type: none"> a. Full Power 20w prior to Dimming function = 2 minutes. b. Watts in Dimming mode = 6 watts. c. "Microwave Sensor" which is activated upon entering or exiting a 10 meter radius. 2) Runways 40w VP units + Sensors <ol style="list-style-type: none"> a. Full Power 40w prior to Dimming function = 2 minutes. b. Watts in Dimming mode = 12 watts. c. "Microwave Sensor" which is activated upon entering or exiting a 10 meter radius. 3) Entrances 60w VP units + Sensors <ol style="list-style-type: none"> a. Full Power 60w prior to Dimming function = 2 minutes. b. Watts in Dimming mode = 20 watts. c. "Microwave Sensor" which is activated upon entering or exiting a 10 meter radius. 4) Emergency Back-up 20w VP units & Sensors <ol style="list-style-type: none"> a. Full Power 20w prior to Dimming function = 2 minutes. b. Watts in Dimming mode = 6 watts. c. "Microwave Sensor" which is activated upon entering or exiting a 10 meter radius. <p>These sensors will provide a constant level of light and will significantly reduce the energy consumption and further extends the life span of these units.</p> <p>Adjustments to the Standard configuration will be subject to an additional charge at \$65.00 per hour.</p>
<p>NSW Energy Savings Scheme (ESS)</p>	<ol style="list-style-type: none"> 1) The Energy Savings Scheme is established under NSW legislation. 2) The principal objective of the ESS is to create a financial incentive to reduce the consumption of electricity by encouraging energy savings activities. 3) Financial incentives (subject to schemes guidelines) are available by participating in the scheme that saves energy. 4) LEDDirect have established a Business Relationship with an Accredited Certificate Provider (ACP) that will assist our clients to realise possible financial incentives. 5) We are pleased to be the "intermediary" with our clients and the ACP.



LEDDirect Pty Ltd
ABN: 98 145 546 729

Registered Office: Unit 7C, 26 Ross Street, Waverton, 2060
International: (61) 438 - 78 - 78 - 78
Local: 0438 - 78 - 78 - 78

Date: 30th January 2015
Quotation No: 01078

Reference Sites	We would be pleased to arrange an on-site visit to demonstrate the installed LED light units.
Warranty Period	Please refer to our Warranty Terms & Conditions document.
Payment Terms	<ol style="list-style-type: none">1. Progress Payment (70%) upon acceptance of this Quotation with2. Balance payable within 30 days after delivery.
Delivery	Our business practice is to provide a delivery date within 48 hours after acceptance of our Quotation and upon receipt of the payment of the deposit as detailed within our Taxation Invoice.



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 December 2014:

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 Manly National Building ("MNB"), 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;