

CHAIRMAN NOTICE/NOTES= EXTRAORDINARY GENERAL MEETING 27TH APRIL 2016

The Executive Committee asks that you give serious consideration to attending this meeting. The last AGM was adjourned due to lack of a quorum.

In particular, discussion on alternative methods of repairing the low rise roof will be discussed and voted upon. All are very expensive however your EC has managed to reduce the original scope and quotations from between \$450,000 and \$550,000 to between \$100,000 and \$230,000 for 100% over several months of review and testing. We need now to quickly proceed with the repairs.

The EC is also pleased to advise that the decision to create a contractual obligation on pool users proved an outstanding success after more than 15 years of frustration for patrons and nearby residents which culminated with some truly atrocious behaviour this past holiday period. Patrons and surrounding lot owners/tenants have reported that the previous continual anti-social behaviour, safety and health breaches have ceased entirely. This has led to residents and their guests having an enjoyable experience within the pool enclosed area.

The summer season has now drawn to a close and it is time to refine our pool safety strategy. The contractual requirement is now redundant and is being replaced by enhanced bylaw protection, to be voted on at this meeting, which will deter owners and residents who breach the rules in so far as they will incur the cost of investigation and repair rather than that cost being shared by all owners.

If you cannot attend but wish to support your EC please email your proxy in favour of the Chairman to gebrown47@gmail.com. Alternatively you can return your proxy by mail or email to Lamb & Walters.

GREG BROWN
CHAIR

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

NOTICE OF AN EXTRAORDINARY GENERAL MEETING OF THE OWNERS CORPORATION

NOTICE IS HEREBY GIVEN THAT AN EXTRAORDINARY GENERAL MEETING OF THE OWNERS OF STRATA PLAN NO 61139 TO BE HELD ON WEDNESDAY 27TH APRIL, 2016 AT ST MATTHEWS CHURCH HALL, THE CORSO, 1 DARLEY ROAD, MANLY AT 7.00PM.

AGENDA

1. That the Minutes of the Annual General Meeting held on 31st August, 2015 be confirmed.
2. That it be specially resolved to accept the attached quotation from Fine Line Finishes in the amount of \$11,890.00 + GST for the construction of a mezzanine to the bin area as per attached quotation and plan.
3. That the Owners Corporation proceed with the low rise roof repairs (please refer to attached documents (a), (b1), (b2), (b3),(b4), (b5) & (c).
4. That the decision to accept the attached fee proposal from Lawyers Chambers (\$1000.00) be ratified.
5. That it be resolved by special resolution, pursuant to section 47 of the *Strata Schemes Management Act 1996*, that By-Law 34 – Rights of Owners Corporation to Ensure Security and Safety is repealed in its entirety and replaced by the following Special By-Law 74 and lodged for registration with the Registrar-General under the common seal of the Owners Corporation.

SPECIAL BY-LAW NO. 74 RIGHT OF OWNERS CORPORATION TO ENSURE SECURITY AND SAFETY (INCLUDING PERSONAL HEALTH)

1. For the purposes of this by-law:
 - 1.1. **“Act”** means the *Strata Schemes Management Act 1996* as amended from time to time;
 - 1.2. **“Building”** means the building and improvements on the land located at 9-15 Central Avenue, Manly NSW 2095;
 - 1.3. **“Common Property”** means the common property in the Strata Plan;
 - 1.4. **“Costs”** means all professional and trade costs/fees/disbursements/expenses associated with any damage to property or injury to person sustained as a result of a breach of this by-law and includes Enforcement Costs;

- 1.5. **“Enforcement Costs”** means the costs associated with the investigation of a breach of, and enforcement of this by-law, including but not limited to the costs to the Owners Corporation in engaging professional services, including legal services;
 - 1.6. **“Executive Committee”** means the executive committee appointed by the Owners Corporation from time to time;
 - 1.7. **“Indemnify”** means the Owner indemnifying the Owners Corporation in respect of their breach, or their Occupiers’ breach, of this by-law, which includes but is not limited to the following:
 - 1.7.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.7.2. any sum payable by way of increased premiums; and
 - 1.7.3. any costs or damages for which the Owners Corporation is or becomes liable;
 - 1.8. **“Lots”** means a lot in the Strata Plan;
 - 1.9. **“Occupiers”** means the legal occupiers of the Lots from time to time;
 - 1.10. **“Owners”** means the registered proprietors of the Lots from time to time;
 - 1.11. **“Owners Corporation”** means the owners corporation known as The Owners- Strata Plan No. 61139;
 - 1.12. **“Security Keys”** means a key, magnetic card or other device or information used on the Common Property to:
 - 1.12.1. open and close the security gates, doors, gates or locks; or
 - 1.12.2. operate alarms, security systems or communication systems.
 - 1.13. **“Strata Plan”** means Strata Plan No. 61139;
2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
 3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
 4. The Owners Corporation, via the Executive Committee, may take all reasonable steps to:
 - 4.1. prevent intruders coming into the Building;
 - 4.2. ensure the security of the Building; and
 - 4.3. prevent fires, property damage and other hazards in the Building.
 5. The Owners Corporation may do the following in the exercise its functions under the Act and under this by-law:

- 5.1. install and operate on the Common Property security cameras and other audio visual surveillance equipment;
 - 5.2. make agreements with third parties about the installation and operation of surveillance equipment;
 - 5.3. from time to time close off and/or restrict access to and/or restrict the use of the Common Property or parts of the Common Property that are not required for ingress or egress to a Lot or car parking space;
 - 5.4. from time to time close off and/or restrict access to and/or restrict the use of any facilities on the Common Property; and
 - 5.5. engage and permit security personnel to use part of the Common Property as a means of monitoring the security and safety of the Building.
6. Owners and Occupiers must:
- 6.1. not interfere with any security cameras, surveillance equipment and/or the performance of duties by the Owners Corporation's security personnel;
 - 6.2. not do anything that may compromise the security and/or safety of the Building and other Owners and Occupiers; and
 - 6.3. take reasonable care to ensure that fire and security doors are closed or locked when they are not being used.
7. If the Executive Committee reasonably believes that a fire, safety or security hazard is created as a result of the actions or inactions of an Owner or Occupier, the Owners Corporation, via the Executive Committee or Strata Manager, may:
- 7.1. exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or
 - 7.2. refuse to provide additional Security Keys to an Owner or Occupier; and/or
 - 7.3. de-activate an Owner or Occupier's Security Keys.
8. An Owner or Occupier is responsible for and will bear all Costs.
9. Where the Owners Corporation has incurred Costs on behalf of an Owner or Occupier, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

10. In the event Lot(s) or Common Property is/are damaged as a result of the actions or inactions of an Owner or Occupier, the responsible Owner or Occupier will pay the costs of rectifying the damage and/or eliminating the fire or safety hazard.
 11. Owners will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
 12. Owners will Indemnify and will keep Indemnified the Owners Corporation.
6. i. That it be specially resolved to repeal By-law 41
NB: this By-law is ambiguous with By-law 71, 2.1(a)

41. Hours of use

The swimming pool, sauna, gymnasium, change rooms and their surrounds must not be used between the hours of 11:00pm and 5:30am without the prior consent of the owners corporation.

7. That it be resolved by special resolution, pursuant to section 47 of the *Strata Schemes Management Act 1996*, that by-law no.14- Floor coverings be repealed in its entirety, and that the following by-law be made and lodged for registration with the Registrar-General under the common seal of the Owners Corporation.

SPECIAL BY-LAW NO. 75

INSTALLATION OF NON-CARPET FLOOR COVERINGS

1. DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- 1.1.1 **“Acoustic Expert”** means, in the opinion of the Executive Committee, an appropriately qualified acoustic consultant who is also a member of the Association of Australian Acoustic Consultants;
- 1.1.2 **“Act”** means the *Strata Schemes Management Act 1996* as amended from time to time;
- 1.1.3 **“Application”** means a written application by an Owner to the Owners Corporation (via the Executive Committee) to undertake Works to a Lot, including the following details:
 - 1.1.3.1 the type of Non-Carpet Floor Coverings to be installed at the Lot as part of the Works, including the brand and quality;
 - 1.1.3.2 the supplier, manufacturer, installer, make, model and specifications;
 - 1.1.3.3 a plan detailing the proposed location of the Non-Carpet Floor Coverings;
 - 1.1.3.4 Evidence from the Contractor that the minimum standard for the acoustic underlay is Acoustica Angel Step Gold 8 or equivalent;
 - 1.1.3.5 Evidence from the Contractor confirming that the installation and use of the Non-Carpet Floor Coverings will not interfere with the quiet and peaceful enjoyment of residents in the Building;
 - 1.1.3.6 Evidence from a structural engineer (reasonably acceptable to the Executive Committee) that the installation and use of the Non-Carpet Floor Coverings will not affect the structural integrity of the Building;
 - 1.1.3.7 details of the contractors engaged to carry out the Works, including confirmation that the contractors have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Owners Corporation;

- 1.1.3.8 (if applicable) evidence that the installation of the underfloor heating system will be carried out by a Contractor qualified and experienced in the installation of underfloor heating systems;
- 1.1.3.9 approvals from the relevant statutory/regulatory authority; and
- 1.1.3.10 any other document reasonably required by the Owners Corporation;
- 1.1.4 **“Approval”** means written approval from the Owners Corporation (via the Executive Committee) to the Owner for the Works, which may include a requirement to pay a Bond;
- 1.1.5 **“Bond”** means an amount to be determined by the Executive Committee from time to time;
- 1.1.6 **“Building”** means the building and improvements on the land located at 9-15 Central Avenue Manly NSW 2095;
- 1.1.7 **“Commencement Date”** means the date this by-law is registered by the Registrar-General;
- 1.1.8 **“Common Property”** means the common property in the Strata Plan;
- 1.1.9 **“Contractor”** means the contractor engaged by the Owner to carry out the Works;
- 1.1.10 **“Costs”** means all professional and trade costs, fees, and disbursements incurred as a result of, or associated with this by-law, the Works, and Remedial Works, including the costs of engaging an Acoustic Expert and obtaining a Noise Report;
- 1.1.11 **“Direction”** means a written direction from the Owners Corporation to an Owner requiring the:
 - 1.1.11.1 carrying out of Remedial Works; and/or
 - 1.1.11.2 carrying out of any works set out in a Noise Report obtained with regard to a Lot;
- 1.1.12 **“Evidence”** means documentation in the form of a signed certificate, report or letter;
- 1.1.13 **“Executive Committee”** means the executive committee elected by the Owners Corporation from time to time;
- 1.1.14 **“Indemnify”** means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:
 - 1.1.14.1 all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.1.14.2 any sum payable by way of increased premiums; and
 - 1.1.14.3 any costs or damages incurred by or for which the Owners Corporation is or becomes liable;
- 1.1.15 **“Lot”** means a lot in the Strata Plan;
- 1.1.16 **“Noise Complaint”** means a complaint made by an Owner to the Owners Corporation with regard to the level of noise emanating from a Lot as a result of the use of Non-Carpet Floor Coverings;
- 1.1.17 **“Noise Report”** means a report prepared by an Acoustic Expert noting, amongst other things, whether or not the Weighted Standardised Impact Sound Pressure Level (L_{nTW}) for the noise transmitted as a result of the Non-Carpet Floor Coverings used at the Lot is not greater than 40 when carried out and calculated according to the requirements of the relevant Australian Standards. If the noise transmitted is greater than 40, the report should also include recommendations to remedy the level of noise transmitted, which may include removal of the Non-Carpet Floor Coverings;
- 1.1.18 **“Non-Carpet Floor Coverings”** means floor coverings other than carpet and underlay including, but not limited to, timber, wood, bamboo, melamine, laminate, vinyl, parquetry, tiles, cork, and marble.
- 1.1.19 **“Notice”** means a notice from the Owners Corporation to the Owner detailing Noise Complaints made with regard to their Lot and directing the Owner to engage the services of an Acoustic Expert to prepare a Noise Report;

- 1.1.20 **“Owner”** means the registered proprietor of a Lot from time to time;
- 1.1.21 **“Owners Corporation”** means The Owners- Strata Plan No. 61139;
- 1.1.22 **“Remedial Works”** means repair, maintenance, replacement and/or removal of items relating to the Works, and/or Common Property affected by the Works;
- 1.1.23 **“Strata Plan”** means registered Strata Plan No. 61139;
- 1.1.24 **“Works”** means the installation of Non-Carpet Floor Coverings at a Lot other than in the kitchen, laundry, lavatory, or bathroom.
- 1.2 Where any terms used in this by-law are defined in the Act, they will have the same meaning those words are attributed under the Act.
- 1.3 “Include”, “including”, and similar expressions are not words of limitation.
- 1.4 The singular includes the plural and vice versa.
- 1.5 If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

2. APPLICATION OF BY-LAW

This by-law applies to all Works, whether carried out before or after the Commencement Date.

3. PROHIBITION

- 3.1 After the Commencement Date, an Owner must not carry out the Works except in accordance with clause 4 of this by-law.
- 3.2 If the Works were carried out prior to the Commencement Date, an Owner must not retain Non-Carpet Floor Coverings except in accordance with clause 5 of this by-law.

4. CONDITIONS FOR NEW NON-CARPET FLOOR COVERINGS

- 4.1 An Owner may carry out Works after the Commencement Date provided that the Owner makes an Application prior to carrying out the Works.
- 4.2 If the Owner’s Application complies with the requirements of this by-law, the Owners Corporation will not unreasonably withhold its Approval.
- 4.3 The Owners Corporation may require the Owner to adopt an additional by-law authorising the Works at their Lot as required by the Act, and the said by-law must be in substantially similar terms to those set out in this by-law.
- 4.4 Within 14 days after carrying out the Works, the Owner must, at its own expense, provide to the Executive Committee a Noise Report if:
 - 4.4.1 Acoustica Angel Step Gold 8 was not used as acoustic underlay; or
 - 4.4.2 requested to do so by the Owners Corporation.
- 4.5 If the Noise Report referred to in clause 4.4 of this by-law shows that the Weighted Standardised Impact Sound Pressure Level (L_{nTw}) for the noise transmitted from the Lot is greater than 40, the Owner of the Lot must comply with the recommendations in the report to remedy the level of noise transmitted.

5. CONDITIONS FOR EXISTING NON-CARPET FLOOR COVERINGS

- 5.1 An Owner may retain Non-Carpet Floor Coverings that were installed before the Commencement Date on the condition that the Owner:
- 5.1.1 has complied with all conditions specified in an approval that was previously obtained from the Owners Corporation; or
 - 5.1.2 notifies the Executive Committee in writing that Works have been carried out, and subject to a written request from the Executive Committee, provide a Noise Report within 28 days.

6. CONDITIONS APPLYING TO ALL WORKS

- 6.1 The Owner is responsible for, and will bear all costs.
- 6.2 Where the Owners Corporation incurs Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
- 6.3 In the event Lots or Common Property are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying that damage.
- 6.4 Owners will Indemnify and will keep Indemnified the Owners Corporation.
- 6.5 Owners will not claim upon the Owners Corporation's insurance in respect of anything arising out of Works or Remedial Works.
- 6.6 Owners will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
- 6.7 Works and Remedial Works must be carried out and completed:
- 6.7.1 in a proper and workmanlike manner and by licensed and/or accredited contractors;
 - 6.7.2 with due skill and care and using materials suitable for the purpose for which they are used;
 - 6.7.3 in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
 - 6.7.4 in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to Lots in the strata scheme by other persons;
 - 6.7.5 in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;
 - 6.7.6 ensuring that the security of the Building is maintained throughout the performance of the Works, Replacement Works or Remedial Works;
 - 6.7.7 promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
 - 6.7.8 keeping all areas of the Building as clean and tidy as possible;
 - 6.7.9 promptly repairing any damage to any part of the Building caused by the Works, and/or Remedial Works;
 - 6.7.10 in compliance with all reasonable requirements of the Owners Corporation including any requirements relating to access and egress of tradespersons, building materials, tools and debris;
 - 6.7.11 in a way that will protect all areas of the Building outside the Lot from any damage caused by the Works and/or Remedial Works, for example by the transportation of construction materials, equipment and debris; and

- 6.7.12 only in respect of the Works, during the installation of Non-Carpet Floor Coverings the Works must be inspected and confirmed in writing by the Building Manager that the Works (in particular the underlay) complies with the requirements of this by-law.

7. APPROVAL PROCEDURE

- 7.1 After receiving an Application, the Executive Committee must notify the Owners of all adjoining Lots (both horizontally and vertically) that it has received the Application.
- 7.2 The Executive Committee must not grant an Owner Approval to carry out the Works until:
- 7.2.1 at least 14 days have passed after notifying the Owners of adjoining Lots in accordance with clause 7.1 of this by-law; and
- 7.2.2 the Owners Corporation has considered the reasonable objections, if any, of the Owners of adjoining Lots.

8. REFUND OF BOND

- 8.1 After an Owner has notified the Executive Committee that the Works have been completed and provided a Noise Report, the Executive Committee must refund any Bond, less any Costs the Owners Corporation has incurred.
- 8.2 If an Owner does not provide a Noise Report, the Owners Corporation may engage its own Acoustic Expert to undertake the inspection and Noise Report, the Costs of which will be deducted from the Bond.

9. REMEDIES

- 9.1 The Owners Corporation reserves the right to issue a Direction.
- 9.2 If an Owner fails to comply with its obligations under this by-law or the terms of a Direction within 2 months of the date of the Direction, the Owners Corporation may:
- 9.2.1 enter any part of the Lot to carry out the work necessary to perform the Owner's obligations; and
- 9.2.2 recover the Costs of carrying out that work from the Owner as a debt, including charging those Costs to the Owner's lot account as if they were a contribution under the Act.

10. NOISE COMPLAINTS

- 10.1 If the Owners Corporation receives two or more Noise Complaints regarding a particular Lot within a period of 12 months from the date of the first Noise Complaint, it may serve a Notice on the Owner of the Lot to which the Noise Complaints relate.
- 10.2 The Owner must inform the Owners Corporation of the name and contact details of the Acoustic Expert engaged.
- 10.3 The Owner will do all things and sign all necessary documents in order to enable the Acoustic Expert to carry out an inspection and any testing necessary.
- 10.4 The Owner is responsible for and will bear all Costs associated with engaging the Acoustic Expert and following the recommendations set out in the Noise Report.
- 10.5 If within 14 days of the date of the Notice, the Owner does not engage an Acoustic Expert and provide the Owners Corporation with that person's details, the Owners Corporation may engage its own Acoustic Expert to undertake the inspection and Noise Report.

8. That the attached Fee Proposal from Clarke Kann Lawyers (estimate \$750.00-\$1,000 + GST) be accepted.
9. That it be specially resolved to approve maximum expenditure of \$6500.00 for the installation of a permanent safety railing on the low rise courtyard perimeter roof.
10. That the future replacement of common area carpeting be discussed.
11. That the Budget allocation for patch & painting the balconies be increased from \$70,000 to \$88,000.
NB: Current projection is now \$80,000.00
12. That the attached fee proposal (\$500.00) from Lawyers Chambers to draft a prohibition of short term accommodation be accepted.

Items 13-18 have been submitted by the Owner, Ms K Williams.

13. Pool - House Rule

That the two documents issued by the Executive Committee and headed

- "Important Notice – Pool/Safety/Hygiene/Noise – House Rule"; &
- "Pacific Waves Building - Pool Users Contract"

be withdrawn from further use and that Residential lot owners and occupiers be notified of such withdrawal.

Background

The above two documents were issued by the Executive Committee contrary to the Strata By-laws and Strata Management Statement.

14. Pool & Gym Access

That the Owners Corporation direct the Executive Committee not to deny or restrict access by Residential lot owners and occupiers to the swimming pool and gymnasium area other than as authorised in the Strata By-laws and Strata Management Statement.

Background

Residential lot owners and occupiers have exclusive use and enjoyment of the pool and gym area pursuant to Strata Management Statement clause 16.2 and subject only to relevant by-laws such as 40 & 41.

15. Henrietta Lane Door Access

That the Owners Corporation directs the Executive Committee not to deny or restrict access by lot owners and occupiers to the Henrietta Lane door.

Background

Lot owners and occupiers who do not have a car space have been denied access to use the Henrietta Lane door.

16. Accounting for Gym Monies

That the Building Manager or other person responsible for collection of monies from users of the gymnasium area provide accounts for monies collected which should be included in the audit of finances conducted on behalf of the Owners Corporation.

Background

Proceeds of monies from gym users should be included with other moneys of the Owners Corporation in the audited accounts.

17. Windows

That an inspection be undertaken of common property windows to determine what works will be required for them to comply with forthcoming legislative requirements.

Background

Strata laws require Owners Corporations to have window safety devices installed on all above ground windows by 13 March 2018.

18. Balconies

That an inspection be undertaken of all balconies to determine that lot owners and occupiers are complying with strata by-laws.

MEETING INSTRUCTIONS

1. You or where this notice is addressed to the Corporation, your Company Nominee, may cast a vote:
 - a. In person or
 - b. By duly appointed proxy (on prescribed form), which must be received by The Secretary c/-Lamb & Walters, nikki@lambandwalters.com.au (PO Box 95, Gordon NSW 2072) **at least 24hours prior to the meeting.**
NB: If you are attending on behalf of a company that owns a lot then a company nominee form must be completed.

2. Motions listed requiring a unanimous or special resolution will clearly indicate so.
NB: Special resolution definition- If more than 25% of the unit entitlement are against the motion the motion is lost.

3. **Quorum**
A quorum will consist of 25% of persons entitled to vote by considering:
 - a. Persons and proxies present
 - b. Unit entitlements of persons and proxies present

4. Voting eligibility and rights may be exercised only if each voter:
 - a. Is financial (ie all levies are paid).
 - b. Has answered all section 118 requisitions.
 - c. The 1st mortgagee does not exercise voting rights
 - d. Is entered in the Strata Roll as the Owner.

NB: Being unfinancial does not affect voting on a unanimous resolution

Proxy Appointment Form
(Clause 29 (2))
Strata Schemes Management Act 1996

Date I/We

the owners of lot in Strata Plan No.....

appoint

of

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

Period or number of meetings for which appointment of proxy has effect * 1 meeting [] /

* 12 months [] / * 12 months or 2 consecutive Annual General Meetings [].

*Tick or tick and complete whichever applies

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater. If no selection is made by the person giving the proxy, the proxy is effective only for one meeting.)

*1 This form authorises the proxy to vote on my/our behalf on all matters.

OR

*2 This form authorises the proxy to vote on my/our behalf on the following matters only:

.....
.....
.....

[Specify the matters and any limitations on the manner in which you want the proxy to vote]

* Delete paragraph 1 or 2, whichever does not apply.

*3 If a vote is taken on whether the Strata Managing Agent should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:

.....
.....

*For examples, read note 1 below. Delete paragraph 3 if proxy is not authorised to vote on this matter.

Signature of owner/s

Notes:

- 1 A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, caretaker or on-site residential property manager.
- 2 This form is ineffective unless it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
- 3 This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.

THE OWNERS CORPORATION STRATA PLAN NO. 61139

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF
STRATA PLAN NO. 61139 HELD ON MONDAY 31ST AUGUST, 2015 AT ST MATTHEWS
CHURCH HALL, THE CORSO, 1 DARLEY ROAD, MANLY AT 7.00PM.**

- PRESENT:** Mrs S Parker, Mr D Mockler, Mr R Davison, Mrs P Mulvogue,
Mr D and Mrs F Glading, Mr A Westacott, Ms D Sibson, Mrs J Robertson,
Ms L Wareham, Mrs S Stow, Mrs Z Dybac, Mr A & Mrs V Longfellow, Mrs M Lindsay,
Mrs J Robert, Mr M & Mrs M Taylor, Mr R & Mrs R Stone, Mr J & Mrs M Legaz,
Mr G Brown and Mr M Hawkins.
- PROXIES:** Mr V Parker (Lot 9) in favour of Mrs S Parker.
Mr K Grey (Lot 27) in favour of the Chairman.
Mr D & Mrs N Richards (Lot 42) in favour of Mr G Brown.
Shorty Holdings Pty Limited (Lot 46) in favour of Mr D Glading.
Mr L Fairlie (Lot 82) in favour of the Chairman.
Mr E Martinez De Morentin & Ms P Prescilla (Lot 111) in favour of the Chairman.
Mrs S Filewood (Lot 117) in favour of Mr D Galding.
- IN ATTENDANCE:** Mr P Robert, Mr T Strati (Building Manager) and Ms N Hopkins (Lamb & Walters).
- CHAIRMAN:** Mr G Brown.
- 1. MINUTES:** **Resolved** that the Minutes of the reconvened Annual General Meeting held on
8/4/15 be confirmed as a true and accurate record of the proceedings of that
meeting.
- 2. FINANCIAL
STATEMENT:** **Resolved** that the audited Financial Statements to 30th June 2015 as presented be
adopted.
- 3. BUDGET:** **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 \$220,000.00
+ GST 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 \$290,165.00 per annum.
- (c) Due dates
That contributions be paid quarterly and instalments being due 1/11/15, 1/2/16, 1/5/16 & 1/8/16.

4. EXECUTIVE COMMITTEE:

Resolved that the number of members of the Executive Committee be nine (9) 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
Mrs S Stow
Mr P Brown

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 to place the following restriction on the Executive Committee until the next Annual General Meeting:

If expenditure on an unbudgeted item exceeds \$50,000.00 then an Extraordinary General Meeting is to be held.

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. BACK UP

GENERATOR:

Specially resolved that the Owners Corporation install a back up generator costing no more than \$100,000 and that the Executive Committee be authorised to review proposals and accept a quotation.

NB: The monies have been allocated in the Budget.

10. ACOUSTIC

WALKWAY & AWNING:

Resolved that the Executive Committee be authorised to review and execute the construction agreement for the covered acoustic walkway within the shared common area. Further resolved that consent be given to the lodgement of a DA for the installation of a replacement and an additional awning which is to be keeping with the aesthetics of the current awning but is to be constructed using an acoustic fabric.

11. LOT HEATING & USE OF CAR SPACES

SPECIAL BY LAWS:

Specially resolved that the Owners Corporation pursuant to s.47 of the Strata Schemes Management Act 1996 to make additional by-laws in the following terms:

SPECIAL BY-LAW

Lot Heating

PART 1

DEFINITIONS AND 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) Common Property gas services means gas outlet systems on the common property in strata scheme 61139.
- (d) Executive Committee means the Executive Committee of the Owners Corporation or its nominee the Building Manager or Strata Manager.
- (e) Gas Outlet means a gas outlet system installed within the boundary of any Lot.

- (f) Gas Usage Costs means:
 - (i) the cost incurred by the Owners Corporation to supply gas to any Lot.
 - (ii) any additional Administration Fee associated with the charges referred to in clause 1.1(f)(i).
- (f) Lot means a lot in strata plan 61139.
- (g) Owner or Occupier means the owner or occupier of a Lot from time to time.

(h) Owners Corporation means the Owners Corporation created by the registration of strata plans registration no. 61139.

(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.

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 Gas Outlet inside a Lot to be used for any purpose other than cooking.

2.2 The Owners Corporation is entitled to recover from any Owner or Occupier any costs as a consequence of any breach of the terms of this by law.

2.3 Liability for costs will be determined at the absolute discretion of the Executive Committee based on fair and equitable principles.

2.4 An Owner or Occupier who contravenes the terms of this by-law otherwise indemnifies the Owners Corporation for any resulting loss.

2.5 The Owners Corporation may:

(a) demand payment from an Owner or Occupier for costs under this by-law including any enforcement costs and interest 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.

3. An Owner or Occupier must not use any method of heating other than through use of electric power.

4. An Owner or Occupier must not tamper or attempt to interfere with common property gas services.

5. By-Law 33 is hereby revoked, on registration of this by-law.

Explanatory Note: This by-law makes the costs to the Owners Corporation of common property gas utility charges as a result of inappropriate use of same recoverable from a lot owner or an occupier of a lot.

(2)
SPECIAL BY-LAW

Use of Car Parking Spaces

Explanatory Note: The car parking spaces in the Strata Plan have become untidy and detracting from the overall appearance of that part of common property. It is deemed desirable to maintain the car parking spaces for vehicle use in addition to storage of other materials in an orderly and tidy manner at all times.

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) Executive Committee means the Executive Committee of the Owners Corporation or its nominee being the Building Manager or Strata Manager.

(c) Lot means a lot in strata plan 61139.

(d) Owner or Occupier means the owner or occupier of a Lot from time to time.

(e) Owners Corporation means the Owners Corporation created by the registration of strata plans registration no. 61139.

(f) Car Parking Spaces means the parking spaces forming part of a Lot.

(g) 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 car parking spaces

2.1 The Owner or Occupier must:

(a) only use the car parking spaces to park, stand a motor or other vehicle and for approved storage;

(b) remove any rubbish, debris, waste or the like and to ensure that the car parking spaces are left in a clean and orderly state;

(c) keep all personal property of whatever kind inside storage containers, to be approved by the Owners Corporation;

(d) present to the Owners Corporation a satisfactory description of any proposed storage containers;

(e) maintain any storage containers in a proper condition at all times;

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

- (f) replace any storage containers upon reasonable request by the Owners Corporation;
- (g) take all reasonable steps to ensure that invitees of the Owner or Occupier comply with this by-law;
- (h) immediately report to the Executive Committee any damage or other maintenance issues in relation to the car parking spaces;
- (i) allow reasonable access to the car parking spaces by the Owners Corporation and its agents to reasonably ensure compliance with this by-law.

CLOSURE: As there was no further business the meeting closed at 7.55pm.



FINELINE
FINISHES

CONSTRUCTION SPECIALISTS

Date 11th of November 2015

Quotation

Number: 018969

Thanks for the opportunity for Fine Line Finishes to price this project, We are excited to be pricing your projects now and into the future. Please see below Quote for this project all materials are allowed for in the areas noted below Only, if there is any further information you require please feel free to call the undersigned.

Client- Tony (Building Manager)

Address- Central avenue Manly

New Mezzanine floor: We have allowed to construct a new floor to the bin area of the building, We have allowed to run a 200x45mm LVL around the perimeter and all the joists all the joists will be supported by brackets, The beam at the front will be doubled up for strength, There will be a post to the concrete on the stair side to hold this up, We have allowed to sheet the floor with 19mm yellow tongue chipboard flooring, We have allowed to create a new set of stairs for access to the floor this will be constructed out of structural pine, We have allowed to bolt and fix a hand rail up the stringer and around the floor with 90x90 posts and rails. All our work will meet the Australian standards and be structurally sound when we have finished.

Price \$11,890.00 + GST

Sincerely,

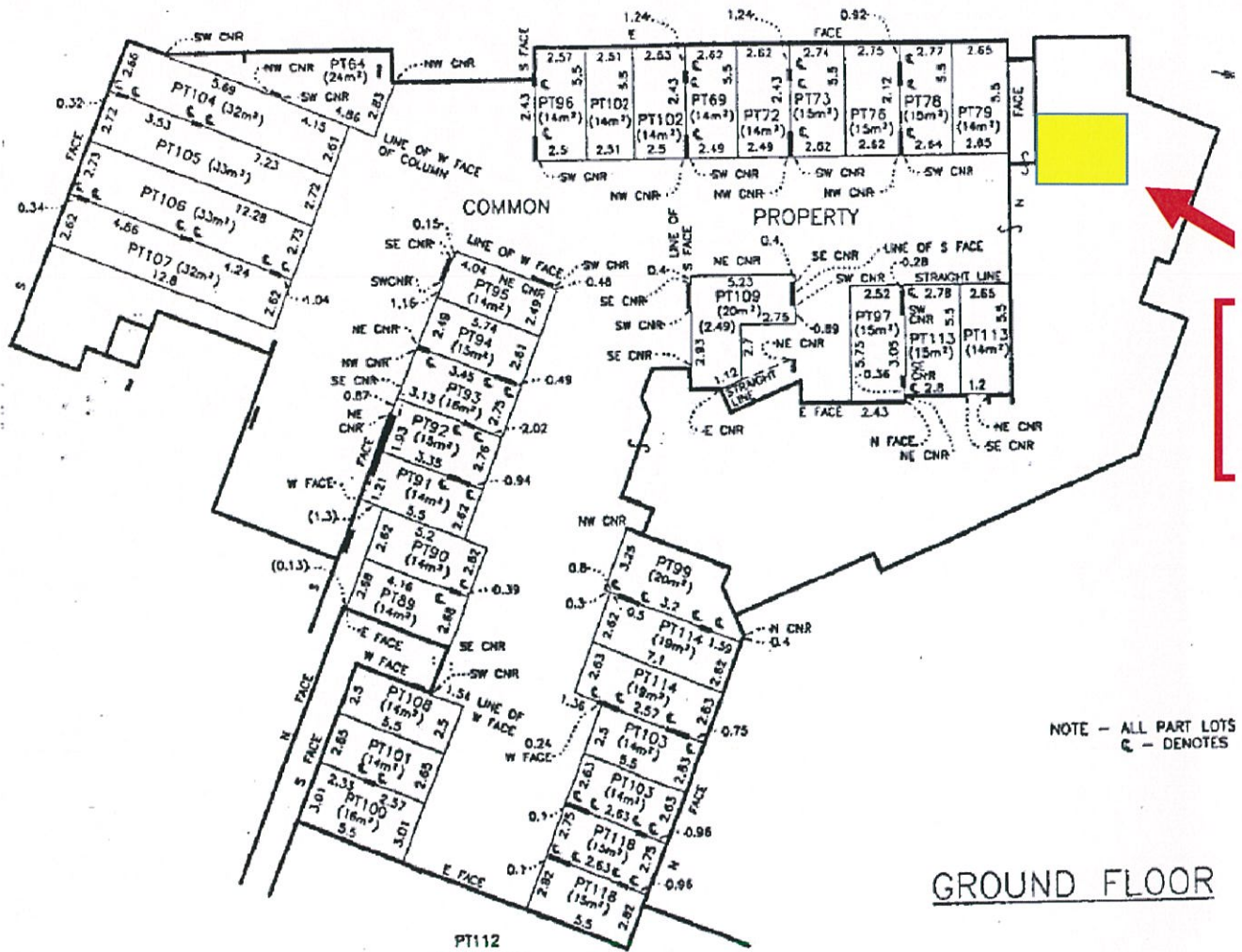
Matthew Newsome

Director

PHONE :
0409223875

EMAIL
INFO@FLFINISHES.COM.AU

WEB
WWW.FINELINEFINISHES.COM.AU



NOTE - ALL PART LOTS
C - DENOTES

GROUND FLOOR

PT112
D.P. 882873

Reduction Ratio 1 : 200


 Surveyor Registered under the Surveyors Act 1975
 SURVEYOR'S RE 960916 RES-SP

ITEM 3 LOW RISE ROOF REPAIRS

INFORMATION

EGM 27/04/2016

- (A) THIS DOCUMENT PAGE IS THE SUMMARY OF QUOTATIONS RECEIVED IN ACCORDANCE WITH THE ORIGINAL SCOPE RECOMMENDED BY BOAM CONSULTING.

- (B) THIS DOCUMENT SUMMARISES THE QUOTATIONS RECEIVED IN ACCORDANCE WITH THE SCOPE REVISED BY THE EC.

- (C) THIS DOCUMENT SUMMARISES THE QUOTATION OF THE PREFERRED CONTRACTOR, PRESERVATION TECHNOLOGIES.

- (D) THIS NOTE AND \$ AMOUNT REPRESENTS THE QUOTATION POSITION TAKING INTO CONSIDERATION BOTH ADDITIONS AND SAVINGS PUT FORWARD BY THE EC. TO BE DISCUSSED.

WE HAVE SOUGHT QUOTATIONS FOR AN ALTERNATIVE LIQUID MEMBRANE ONLY PROCESS SIMILAR TO THAT WHICH IS INSTALLED ON THE HIGH RISE BUILDING. UNFORTUNATELY, THESE WILL NOT BE AVAILABLE BEFORE THE NOTICE IS DISPATCHED.

THESE QUOTATIONS AND THE VARIANCE RATIONALE WILL BE PRESENTED FOR DISCUSSION AT THE MEETING.

(A)



Remedia Consulting Pty Ltd
Trading as BAAM Consulting
ABN 17 101 648 793
T 1300 763 319 F 1300 883 022
Mail To: PO Box 1989 Gosford NSW
www.baam.com.au | mail@baam.com.au

SYDNEY:
Suite 6 701 Military Rd
Mosman NSW 2088

NEWCASTLE:
Unit 9 57 Crescent Road
Waratah NSW 2298

HEAD OFFICE:
Unit 7 31 Dwyer Street
North Gosford NSW 2250

INVESTIGATION & INITIATION
SUPPORT

REPORTING & SCOPING
PROJECT EXECUTION

EXPERT WITNESS & LITIGATION

17 December 2015

Attention: **Tony Strati (building manager)**

The Owners - Strata Plan No. 61139
9-15 Central Avenue MANLY

Dear Tony

Re: **Pacific Waves**
Strata Plan No. 61139
ROOFTOP WATER PENETRATION REMEDIAL WORKS
TENDER ASSESSMENT

Tenders were invited for the above project from the following five firms, who submitted the tender amounts below:

Tenderer	Tendered Price inc GST	Assessed Price inc GST
Preservation Technologies Pty Ltd	\$437,536	\$474,276
Polyseal Group	\$500,951	\$481,459
Dapcor Building Services	\$589,842	\$580,602
TradesCo Pty Ltd	\$693,631	\$682,906
Applied Waterproofing	No tender provided	-

All firms other than Applied Waterproofing submitted complying tenders by the due date.

The tenders submitted by Dapcor Building Services and TradesCo were reviewed but not considered in detail due to their high cost and lack of supporting information – see analysis following.



(B)-1



Remedia Consulting Pty Ltd
Trading as BAAM Consulting
ABN 17 101 648 793
T 1300 763 319 F 1300 883 022
Mail To: PO Box 1989 Gosford NSW
www.baam.com.au | mail@baam.com.au

SYDNEY:
Suite 6 701 Military Rd
Mosman NSW 2088

NEWCASTLE:
Unit 9 57 Crescent Road
Waratah NSW 2298

HEAD OFFICE:
Unit 7 31 Dwyer Street
North Gosford NSW 2250

INVESTIGATION & INITIATION
SUPPORT

REPORTING & SCOPING
PROJECT EXECUTION

EXPERT WITNESS & LITIGATION

24 March 2016

Attention: **Tony Strati (building manager)**

The Owners – Strata Plan No. 61139
9-15 Central Avenue MANLY

Dear Tony

Re: **Pacific Waves**

Strata Plan No. 61139

**ADDENDUM TO ROOFTOP WATER PENETRATION REMEDIAL WORKS
TENDER ASSESSMENT**

Four tenders were received for the initial scope of works with the tenders from Preservation Technologies and Polyseal subsequently shortlisted for interview.

At the tender review stage the Executive expressed a desire to explore a reduction in the cost of works prior to any interview and consequently requested the scope of work to be reduced as follows:

1. The rooftop area reduced to exclude the northwest and southeast sections.
2. The preparation works to remove the ballast and thermal tiles excluded.
3. The sand and cement screed (to impart rooftop falls) to be excluded.
4. The thermal tiles to be excluded.
5. Painting the top of the “torchon membrane” to be excluded.

The Executive understood that the exclusion of items 3 and (primarily) item 4 above will reduce the r (thermal resistance) value to below that required by the National Construction Code however they would like this explored so as to properly inform and engage the Owners Corporation.

The Executive considered that the provision of thermal tiles and membrane painting might proceed and as a consequence the Executive asked for cost saving options to be explored including the provision of an alternative thermal tile supplier with an



r value of 2.6 or greater, an alternative equivalent “torchon” membrane system and an alternative trafficable paint system to the membrane. As a consequence these potential savings have been included as provisional items.

Tenders were received as follows with the original assessed tender price, the Addendum price only and the Addendum price plus the provisional items shown.

Tenderer	Tendered Price inc GST
Preservation Technologies Pty Ltd – Original Assessed	\$474,276
Preservation Technologies Pty Ltd – Addendum	\$143,066
*Preservation Technologies Pty Ltd	\$198,825
Polyseal Group – Original Assessed	\$481,459
Polyseal Group – Addendum	\$234,392
*Polyseal Group	\$298,833

- Denotes the Addendum total cost including provisional items, which is effectively the initial scope of works without the removal of ballast and tiles for the reduced area.

Both submitted complying tenders by the due date.

The tenders submitted by Preservation Technologies Pty Ltd and the Polyseal Group include a range of qualifications however for expediency they have not been fully assessed at this time.

A copy of each tender is attached.

A Tender Comparison Table has been prepared for ease of comparison of prices and a copy is attached for your information.

Preservation Technologies Pty Ltd (PresTech):

PresTech submitted the lowest tender price for the Addendum works of \$143,066 inc GST, significantly lower than that of Polyseals tender primarily due to lesser preliminary and parapet capping costs.

If the provisional items were included the PresTech price would be \$198,825, significantly lower than that of Polyseal.

The revised PresTech prices include a range of cost benefits arising from the alternative use of certain materials including:

- \$6,300 for the Ardex membrane system.
- \$12,700 for Duratech paint over the membrane

The proposed savings by providing a thermal tile with a reduced r value and reducing the number of torchon layers has not been considered as we believe it isn't in the best interests of maximising thermal insulation to meet standards or maximising a water proof system.

PresTech confirm that HBCF Insurance is included.

The PresTech rates are considered reasonable other than for spall repair and render repairs that appear a little high.

PresTech have included a range of qualifications however they are not considered significant enough to alter the price differential with Polyseal.

Polyseal Groups Tender:

Polyseals tender prices are considerably higher than those of PresTech:

- The addendum price is \$234,392.
- The addendum price including provisional items is \$298,833.

Polyseals tender need not be considered any further at this time.

Recommendation

At the conclusion of the tender assessment, we are convinced that Preservation Technologies tender is clearly superior.

We would recommend that Preservation Technologies be interviewed to ensure they meet the needs of the Executive once the Executive agree on the scope of their engagement.

Contingency Sum:

To be determined upon confirmation of the scope of engagement however a contingency sum of 15% is usually added to the awarded contract price.

Please contact the undersigned on 0417 400 644 if you wish to discuss the above or require additional information.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Anthony Duchatel', written in a cursive style.

Anthony Duchatel BE (Civil) MBA
Senior Remedial Engineer

To be provided:

1. Copy of Preservation Technologies Pty Ltd tender (8 pp)
2. Copy of Polyseal Group tender (4 pp)

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TENDER COMPARISON TABLE

Pacific Waves

Strata Plan No. 61139

ADDENDUM TO ROOFTOP WATER PENETRATION REMEDIAL WORKS

TENDER ASSESSMENT

SCHEDULE

No	ITEM	PresTech	Polyseal
1.	PRELIMINARIES: Establishment: Includes job setup, access management, environmental management, safety management, power establishment, site establishment, all insurances inc HBCF.	\$29,315	\$93,369
2.	ROOFTOP MEMBRANE – see specification section 4, noting the reduced area from 4.1a and excluding 4.1c and 4.1f ie thermal tiles and painting related subsections.	\$90,965	\$92,340
3.	PARAPET EDGE CAPPING – see specification section 5	\$9,780	\$27,375
	TENDER COST EX GST	\$130,060	\$213,084
	GST	\$13,006	\$21,308
	TENDER COST INC GST	\$143,066	\$234,392
4.	PROVISIONAL ITEMS Thermal tile supply and installation (to include mechanical fixation) – see note 1	\$44,290	\$42,983
	Alternative “torchon” system saving - see note 2	-\$6,300	-\$3,375
	Alternative trafficable membrane painting - see note 3	\$12,700	\$18,975
	TENDER COST EX GST PROVISIONAL ITEMS	\$50,690	\$58,583

B5

	GST PROVISIONAL ITEMS	\$5,069	\$5,858
	TENDER COST INC GST PROVISIONAL ITEMS	\$55,759	\$64,441
	TOTAL TENDER COST INC GST	\$198,825	\$298,833

Notes:

- 1 – Polyseal have reduced their cost by reducing a layer of membrane, which is not considered acceptable
- 2 – Used the savings associated with the Ardex WPM as per PresTech letter
- 3 – Used the alternative product confirmed verbally as Duratech as per PresTech letter and calculated the Polyseal saving by subtracting their alternative cost from the item 2 cost.

(C)



14 March 2016

ADDENDUM 1

TENDER SCHEDULE

Address: 15 Central Avenue MANLY

Description of the work: Rooftop Water Penetration Remedial Works

Notes: 1. Please provide a separate price for each item (line) in the table below.

2. A contingency sum will be added to the price when the contract is awarded.

No	ITEM	PRICE
1.	PRELIMINARIES: Establishment: Includes job setup, access management, environmental management, safety management, power establishment, site establishment, all insurances inc HBCF. ACCESS	\$ 22,920 \$ 6,395
2.	ROOFTOP MEMBRANE - see specification section 4, noting the reduced area from 4.1a and excluding 4.1c and 4.1f ie thermal tiles and painting related subsections. NOTE: INCLUDES \$ 7.5 K PROV SUM - Service Tray	\$ 90,965
3.	PARAPET EDGE CAPPING - see specification section 5	\$ 9,780
	TENDER COST EX GST	\$ 130,060
	GST	\$ 13,006
	TENDER COST INC GST	\$ 143,066
4.	PROVISIONAL ITEMS Thermal tile supply and installation (to include mechanical fixation) Alternative "torchon" system Alternative trafficable membrane painting	\$ \$ SEE LETTER \$
	TENDER COST EX GST	\$
	GST	\$
	TENDER COST INC GST	\$

(D) Note : \$176,000 + 15% = \$202,400

98 Riley Street Darlinghurst
NSW 2010
P: 02 8262 6100
F: 02 8262 6101
enquiries@lawyerschambers.com.au
www.lawyerschambers.com.au

Our Ref: AF:BB:30864
Direct email: amanda@lawyerschambers.com.au
Direct phone: (02) 8262 6103

8 April 2016

By Email

The Owners- Strata Plan No. 61139
C/- Nikki Hopkins
Lamb & Walters
PO BOX 95
Gordon NSW 2072

No of Pages: 3

Email: nikki@lambandwalters.com.au

The content contained in this document may be confidential, and further may be the subject of legal professional privilege. If this document is not intended for you, any use, disclosure or duplication of this document is not permitted. If you have received this document inadvertently, please contact our office immediately (02) 8262 6100 to advise.

Dear Nikki,

RE: THE OWNERS- STRATA PLAN NO. 61139- REVIEW OF BY-LAWS

OUR FEE PROPOSAL

Thank you for your email of Wednesday, 6 April 2016 seeking our fee proposal to review two draft by-laws regarding:

1. Rights of owners corporation to ensure security and safety (including personal health); and
2. Hard Flooring at Strata Plan 61139.

Our professional fees to review each by-law will be **\$500.00**, totalling **\$1,000.00** for both by-laws **(including GST and disbursements)**.

The by-laws will not have force and effect until they are:

- a) passed by special resolution at a general meeting of the Owners Corporation; and
- b) registered on the title to the common property with Land & Property Information.

We are also able to attend to the registration process on behalf of the Owners Corporation. Our professional fees for this part of the process will be **\$450.00 (all inclusive)**. Please note that this includes the Land & Property Information registration fee, which is currently \$109.50.

Please note that in the event both by-laws are passed at the one general meeting, we can register both by-laws at once, therefore only incurring one registration fee.

Any extraneous work will be charged at the hourly rate of \$275.00 (including GST). We will advise you when extraneous work becomes necessary prior to carrying it out.

COSTS DISCLOSURE

1. Contact Person

If you have any queries about our costs you should contact **Amanda Farmer**.

2. Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more or less frequent basis depending on the nature of the work. All tax invoices are due and payable 14 days from the date of the tax invoice.

3. Interest Charges

Interest at the maximum rate prescribed in Regulation 110A of the *Legal Profession Regulation 2005* ("the Regulation") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

4. Your Rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) receive a lump sum bill in respect of legal services provided;
- (c) request and receive an itemised bill after receipt of a lump sum bill;
- (d) be notified as soon as is reasonably practicable of any substantial change to any matter affecting costs;
- (e) request in writing, and be provided with, a written report of the progress of any matter in which you retain us or a written report of the legal costs incurred by you to date;
- (f) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (g) notify us that you require an interstate costs law to apply to your matter.

We are entitled to charge you a reasonable amount for the provision of a progress report on your matter but may not charge for the provision of a written report on the legal costs incurred by you. Nothing in these terms and conditions affects your rights under the Australian Consumer Law.

5. Your Rights in relation to a Dispute concerning Costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid;
- (c) you may apply to the Costs Assessor to set aside some or all of these terms on the grounds they are not fair or reasonable; and
- (d) you may refer a dispute about a tax invoice to the President of the Law Society or the Legal Services Commissioner
- (e) for mediation if the amount in dispute is less than \$10,000.

6. Governing Law

The law of New South Wales governs these terms and legal costs in relation to any matter upon which we are instructed to act.

Nikki Hopkins

From: Greg Brown <Greg.Brown@visionbm.com.au>
Sent: Friday, 8 April 2016 11:08 AM
To: 'nikki@lambandwalters.com.au'
Subject: PACIFIC WAVES EGM AGENDA
Attachments: LOW RISE ROOF REPAIRS ALT 1.docx

Hi Nikki,

I left some papers at Manly office to be included re agenda item 3. Attached is an alternative information sheet just in case we do not receive the quotation promised today. I'll let you know.

I have 2 agenda items to be included for insertion before Karen's list. These are:

*Approve maximum expenditure of \$6500 for the installation of a permanent safety railing on the low rise courtyard perimeter roof.

*Discuss the need for future replacement of common area carpeting.

Regards,



This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

Office Sydney
Contact Ian McKnight
Direct Line 02 8235 1250
Email i.mcknight@clarkekann.com.au
Our ref IAM:470035

8 April 2016

The Owners Strata Plan No. 61139
C/- Mr C Oliveira
Lamb & Walters Strata & Community Management
PO Box 95
GORDON NSW 2072

Dear Mr Oliveira

Advice regarding Strata Management Statement

Thank you for your recent instructions. The purpose of this letter is to formalise our engagement in this matter.

1. Work

You have asked us to undertake the following scope of works ("Work") which we generally describe as follows:

- To provide advice with respect to whether roof is, or should be a Shared Facility;

\$ 750.00 - \$ 1,000.00 plus GST

It is not unusual for your instructions to change during the course of the Work and in the event that your instructions alter in any substantial or material way, then we shall issue to you a further description of the scope of works, and, if necessary an amended estimate of our professional costs and disbursements for the Works.

2. Costs Agreement

We are required by law to make a written Costs Agreement with you concerning Work.

This is the Covering Letter referred to in the attached Costs Agreement Terms. Together they constitute our offer to do the Work.



SYDNEY
LEVEL 4
9 CASTLEREAGH STREET
SYDNEY 2000
GPO Box 1342
SYDNEY 2001
AUSTRALIA

TEL: 61 2 8235 1222
FAX: 61 2 8235 1299

LIABILITY LIMITED BY A
SCHEME APPROVED UNDER THE
PROFESSIONAL STANDARDS LEGISLATION

BRISBANE
LEVEL 7
300 QUEEN STREET
BRISBANE 4000
GPO Box 2249
BRISBANE 4001
AUSTRALIA

TEL: 61 7 3001 9222
FAX: 61 7 3001 9299

www.clarkekann.com.au

3. Who will do the Work?

John Gray will supervise the Work. Ian McKnight will assist with the work on a day to day basis.

On some occasions other staff members of this firm may undertake work on this matter to ensure that it is completed efficiently. We will inform you of any significant change to the person(s) working on your matter.

4. Costs

Costs include our fees and disbursements but **exclude** GST.

Standard Costs Estimate - costs will be determined by the amount of time spent doing the Work. The hourly rates of John Gray and Ian McKnight are \$550.00 plus GST and \$500.00 plus GST, respectively. At this stage, it is not reasonably practicable to provide an accurate estimate of our costs but our range of estimates of costs to complete the Work will be \$1,000.00 including:

- | | | |
|-----|---------------|----------------------|
| (a) | Fees | \$ 1,000.00 plus GST |
| (b) | Disbursements | \$ 100.00 plus GST |

We reserve the right to revise that estimate by written notice to you.

5. Billing Frequency

Bills for Work will generally be rendered on a monthly basis – unless otherwise agreed in writing.

6. Guarantee by Authorised Representatives

If this costs agreement is between ClarkeKann and a person, company, trust or other entity ("**entity**"), and is signed by a person on behalf of, as an authorised representative of the entity ("**Guarantor**") the Guarantor, in consideration of ClarkeKann providing Legal Services to the entity, agrees to guarantee the due and punctual payment by the entity of all money which is or becomes payable by the entity to ClarkeKann under this costs agreement or on any other account ("**Secured Money**"). The Guarantor also agrees to pay ClarkeKann on demand the Secured Money without the necessity for ClarkeKann to have made prior demand on the entity or any other steps being taken against the entity to recover the Secured Money.

7. Accepting this Offer

This offer may be accepted by:

- (a) signing and returning the duplicate of this letter; or
- (b) giving us instructions or continuing to provide us with instructions after receiving this letter; or
- (c) contacting us and advising of your acceptance, either in writing or verbally.

8. Further Information

If you would like an explanation of any aspects of this letter or the attached Costs Agreement Terms, please contact me.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Ian McKnight', written in a cursive style.

Ian McKnight
Consultant
Property & Projects

Acceptance of Offer

I, Carlos Oliveira, accept on behalf of The Owners – Strata Plan No. 61139 the offer contained in this letter and the attached Costs Agreement Terms.

Carlos Oliveira for The Owners
Strata Plan No. 61139

Date

The Owners Strata Plan No. 61139

ADVICE REGARDING STRATA MANAGEMENT
STATEMENT

Costs Agreement Terms

As at 1 July 2015



SYDNEY
LEVEL 4, 9 CASTLEREAGH STREET, SYDNEY 2000, AUSTRALIA
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Part 1 — General Terms

1. Definitions and Interpretation

In the Costs Agreement:

(a) terms have the following meanings:

Business Day	means a day that is not a Saturday, Sunday or public holiday in Sydney.
Costs	means the costs set out in clauses 2, 3 and 4 of Part 2.
Costs Agreement	means the terms set out in this document and the Covering Letter.
Covering Letter	means the letter from us attaching this document.
Work	means the work described in the Covering Letter.

(b) the following interpretation provisions apply:

- (i) a singular word includes the plural and vice versa;
- (ii) a reference to a party to the Costs Agreement or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (iii) a reference to a document or agreement (including a reference to the Costs Agreement) is to that document or agreement as amended, supplemented, varied or replaced;
- (iv) if any day on or by which a person must do something under the Costs Agreement is not a Business Day, then the person must do it on or by the next Business Day;
- (v) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (vi) a reference to 'month' means calendar month;
- (vii) a reference to ClarkeKann, 'us', 'our' or 'we' is a reference to ClarkeKann Lawyers; and
- (viii) a reference to 'Client', 'you' or 'your' is a reference to the client for whom we shall act, as set out in the Covering Letter.

2. Your Obligations

You must:

- (a) give us comprehensive and timely instructions relevant to the Work;
- (b) satisfy for yourself about the commercial merits of any transaction/s to which the Work relates.

3. Our Obligations

We must:

- (a) carry out the Work with professional skill and diligence;
- (b) give a progress report if asked to do so by you; and
- (c) advise you of any substantial change to the Costs Agreement.

4. Money on Account

We may ask you for money on account of Costs to be paid to our Trust Account. You will promptly provide that money when requested.

5. Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account money that we request from you on account of our Costs, any judgment or settlement money, or money received from any source in furtherance of your work, and to pay our costs, disbursements and expenses in accordance with the provisions of rule 42 of the *Legal Profession Uniform General Rules 2015 (NSW)*.

6. Non-payment

You agree that if you do not pay our accounts in full that all reasonable costs we incur (including debt recovery fees and legal costs) arising from or incidental to us seeking payment from you are payable by you on demand. We may from time to time engage our own staff assist in the recovery of amounts you may owe us. Where we do, you agree that the hourly charge rate for such staff is taken to be incurred as legal costs on a solicitor/client basis and recoverable from you.

7. Termination

- (a) You may terminate the Costs Agreement by giving us written notice.
- (b) We may terminate the Costs Agreement by giving at least 7 days' written notice to you for any reason, including if:
 - (i) you:
 - (A) breach the Costs Agreement;
 - (B) instruct us to act unlawfully or unethically;
 - (C) lose legal capacity; or
 - (D) act in a way which reasonably leads us to conclude that you have lost confidence in us, including failing to take our advice;
 - (ii) we have an interest in any matter in which we are concerned with another client that is adverse to your interests.
- (c) If the Costs Agreement is terminated, you must pay us any outstanding Costs (and GST) for the Work performed up to and including the date of termination. We may retain possession of your file until all outstanding Costs (and GST) have been paid.

8. Qualified Advice

- (a) Our advice may be based on stated assumptions, qualifications or both.
- (b) We are not liable for advice that is incorrect due to changes in circumstances or the assumptions proving incorrect.

9. Other Matters

You acknowledge that you have had the opportunity to seek independent advice about the Costs Agreement, and in this respect we specifically draw your attention to the Form of Notification pursuant to clause 174 of the *Legal Profession Uniform Law (NSW)* which is Part 2 of this Cost Agreement Terms.

10. Retention of Records

We will retain your file for 7 years after the completion of the Work, after which it will be destroyed unless otherwise directed by you in writing. Any records which you ask us to retain beyond 7 years may be the subject of a reasonable charge for that service.

11. Privacy Protection

- (a) We must only use and disclose the personal information we collect about you for the purposes of:
 - (i) doing the Work for you;
 - (ii) facilitating internal business operations including the fulfilment of any legal and regulatory requirements; and
 - (iii) giving you other information that may be of interest to you.
- (b) We may also disclose your personal information to various service providers and other agencies who assist us in carrying out the Work.
- (c) We are required by rule 93 of the *Legal Profession Uniform General Rules 2015* (NSW) to collect the full name and address of our clients. If personal information given to us is incomplete or inaccurate, we may not be able to perform the Work.
- (d) We manage and protect your personal information in accordance with our privacy policy which is available on our website. You may request access to personal information held by us about you in accordance with our privacy policy. A copy of that policy is available upon request by you.

12. Problems or Complaints

- (a) Any problem or complaint should first be raised with the principal contact person named in the Covering Letter.
- (b) Alternatively, you may contact the Managing Partner at ClarkeKann.
- (c) If you are still not satisfied with the way the problem or complaint has been handled, you may contact the NSW Commissioner.
- (d) You should obtain independent legal advice about remedies in the event of a dispute about the Costs Agreement.

13. Notices to you

- (a) You will ensure we have a reliable means of contacting you, or obtaining your instructions, while we are carrying out the Work.
- (b) A notice to you under the Costs Agreement will be deemed given:
 - (i) if it is hand delivered or sent by fax:
 - (A) by 5.00pm (local time in the place of receipt) on a Business Day on that day; or
 - (B) after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day on the next Business Day; and
 - (ii) if it is sent by post:
 - (C) within Australia – 3 Business Days after posting; or
 - (D) to or from a place outside Australia – 7 Business Days after posting;
 - (iii) if sent by email, at the time it is sent unless failure of transmission is received.

- (c) Your address and fax number are those last advised to us at any time.

14. General

- (a) The Costs Agreement is governed by the laws of New South Wales.
- (b) Any part of the Costs Agreement that is illegal or unenforceable may be severed.

Part 2 — Form of disclosure of costs to clients under the *Legal Profession Uniform Law* (NSW)

We are required by law to give you the following disclosure of costs under the *Legal Profession Uniform Law* (NSW).

For more information about your rights, please read the fact sheet titled *Legal Costs — Your Right to Know*. You can ask us for a copy, or obtain it from the New South Wales Law Society or download it from their website.

1. Formal Matters

Pursuant to clause 174 of *Legal Profession Uniform Law* (NSW) we hereby give you notice that you have a right to:

- (a) negotiate a Costs Agreement with us;
- (b) receive a bill of costs from us;
- (c) request an itemised bill of costs after you receive a lump sum bill from us;
- (d) request written reports about the progress of your matter and the costs incurred in your matter;
- (e) apply for costs to be assessed within 12 months if you are unhappy with our costs;
- (f) apply for the Costs Agreement to be set aside;
- (g) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (h) notify us that you require an interstate costs law to apply to your matter.

2. Fees

- (a) We charge you for the Work on the basis of time spent doing the Work.
- (b) The principal contact person is charged at the rate per hour set out in the Covering Letter.
- (c) If other ClarkeKann lawyers or employees do any of the Work, their services are charged at the hourly rates shown at clause 3 of this Part.
- (d) Costs for secretarial and word processing services are included in the hourly rates shown at clause 3 of this Part.
- (e) Office expenses that we may charge you are shown at clause 3 of this Part.
- (f) Charging on the basis of time taken to do a task may result in a charge which is different from charging on the basis of a set fee to do each task.
- (g) Our hourly rates generally increase on 1 July each year. We may also, by written notice, increase the hourly rates set out in clause 3 of this Part.
- (h) From time to time it may become necessary for us to engage another law practice, including a Barrister-at-Law, on your behalf. In these circumstances, we must give you details of the fees, costs and billing practices of those practices, together with an estimate or range of estimates of the anticipated legal costs.

- (l) We also reserve the right to charge a premium should your instruction require particular urgency, unusual hours or should other considerations such as complexity or size dictate it appropriate.

3. Hourly Rates and Office Expenses

- (a) We charge the following hourly rates (excluding GST):

Person	Rate
Partner	\$500 - \$670
Special Counsel	\$450 - \$550
Consultant	\$450 - \$500
Senior Associate	\$390 - \$490
Associate	\$280 - \$440
Lawyer	\$200 - \$300
Graduate	\$140 - \$220
Paralegal	\$160 - \$290
Law Clerk	\$90 - \$110

Our time will be charged on a per minute basis.

- (b) We will outlay money on your behalf during the course of the matter, including for items such as facsimile transmissions, photocopying, deliveries, STD or IDD telephone calls etc. We reserve the right to charge a loading on outlays we incur, specifically:

Item	Charge (excluding GST)
Photocopying, black & white	\$0.30 per page
Photocopying, colour	\$1.00 per page
Faxes, national	\$2.00 per page
Faxes, international	\$4.00 per page
CD, first CD	\$25.00
CD, each CD thereafter	\$5.00
USB key	\$15.00
Company Register	\$25.00
Annual charge for acting as registered office	\$150.00

4. Costs

- (a) You must also pay all Costs incurred by us in doing the Work. We may request that monies be paid into trust for these anticipated Costs.
- (b) Certain Costs will be incurred by us as your agent acting on your behalf, including fees and charges that qualify for GST free treatment.
- (c) Other Costs may be incurred by us other than as your agent examples of these Costs are:
- (i) expert consultant's fees (e.g. accountants, engineers and medical specialists), where engaged by us;
 - (ii) travel and accommodation;
 - (iii) search fees, outsourced photocopying, filing and lodgement fees that are not GST free; and
 - (iv) investigators' and agents' fees,
- (d) The amount you must pay us for these Costs (excluding GST) is the amount incurred by us on your behalf, less any GST input tax credits claimable by us where the Costs have not been incurred as your agent.

- (e) Where Costs are incurred by us as your agents we will forward to you the tax invoice from the relevant supplier, to enable you to claim any input tax credits.

5. GST

Costs incurred for the Work are generally subject to GST (which at the date of this document is 10%) and (unless Costs are incurred as agent for you) we will charge the applicable GST in addition to those Costs.

6. Extraordinary Items

We must seek your express authority before incurring any cost which is not normally incurred in the performance of work similar to the Work. Where relevant, we must warn you that some or all of the cost for that item may not be recoverable from another party, even in circumstances where another party may be liable to pay your legal fees and costs.

7. Accounts

- (a) We generally issue accounts on a monthly basis and at completion of the Work.
- (b) You agree to pay the account within 14 days of the date of the account. If bills remain unpaid for 30 days after the due date, interest may be charged on the unpaid account equal to the Cash Rate Target set by the Reserve Bank of Australia (as at the date the account was rendered) plus 2%. This is a benchmark rate of interest.

8. Contact person if the Client wishes to discuss legal costs

If you wish to discuss legal costs, you should contact the principal contact person named in the Covering Letter on 61 2 8235 1222.

9. Notification of substantial change to Costs disclosure

We must notify you of any substantial change to the matters set out in the Costs Agreement unless:

- (a) it is less than 12 months since disclosure was given; and
- (b) you confirm in writing that further disclosure is not required.

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enquiries@lawyerschambers.com.au
www.lawyerschambers.com.au

Our Ref: AF:SY:30789
Direct email: amanda@lawyerschambers.com.au
Direct phone: (02) 8262 6103

26 February 2016

By Email

The Owners - Strata Plan No. 61139
C/- Nikki Hopkins
Lamb & Walters
PO BOX 95
GORDON NSW 2072

No of Pages: 3

Email: nikki@lambandwalters.com.au

The content contained in this document may be confidential, and further may be the subject of legal professional privilege. If this document is not intended for you, any use, disclosure or duplication of this document is not permitted. If you have received this document inadvertently, please contact our office immediately (02) 8262 6100 to advise.

Dear Nikki,

RE: THE OWNERS - STRATA PLAN NO. 61139 - BY-LAW RE PROHIBITION OF SHORT TERM ACCOMODATION

OUR FEE PROPOSAL

Thank you for your email of yesterday, 25 February 2016, seeking our fee proposal for the drafting of a by-law prohibiting short-term accommodation at Strata Plan 61139.

Our professional fees for the drafting of this by-law will be **\$500.00 (including GST and disbursements)**.

The by-law will not have force and effect until it is:

- a) passed by special resolution at a General Meeting of the Owners Corporation; and
- b) registered on the title to the Common Property with Land & Property Information.

We are also able to attend to the registration process on behalf of the Owners Corporation. Our professional fees for this part of the process will be **\$450.00 (all inclusive)**. Please note that this includes the Land & Property Information registration fee, which is currently \$109.50.

Any extraneous work will be charged at the hourly rate of \$275.00 (inclusive of GST). We will advise you as and when extraneous work becomes necessary prior to carrying it out.

Please find **attached** our further Costs Disclosure, which we are required to issue in matters where our professional fees will exceed \$750.

We will provide you with a first draft of the by-law as soon as possible after receiving your instructions to go ahead with our work. **If you require the draft by-law before a specific date and time, please let us know.**

Should you have any questions in relation to the above, please do not hesitate to contact our office.

Yours faithfully,

A handwritten signature in cursive script, appearing to read "A. Farmer".

LAWYERS CHAMBERS ON RILEY
Amanda Farmer / Savina Yang

COSTS DISCLOSURE

1. Contact Person

If you have any queries about our costs you should contact **Amanda Farmer**.

2. Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more or less frequent basis depending on the nature of the work. All tax invoices are due and payable 14 days from the date of the tax invoice.

3. Interest Charges

Interest at the maximum rate prescribed in Regulation 110A of the *Legal Profession Regulation 2005* ("the Regulation") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

4. Your Rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) receive a lump sum bill in respect of legal services provided;
- (c) request and receive an itemised bill after receipt of a lump sum bill;
- (d) be notified as soon as is reasonably practicable of any substantial change to any matter affecting costs;
- (e) request in writing, and be provided with, a written report of the progress of any matter in which you retain us or a written report of the legal costs incurred by you to date;
- (f) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (g) notify us that you require an interstate costs law to apply to your matter.

We are entitled to charge you a reasonable amount for the provision of a progress report on your matter but may not charge for the provision of a written report on the legal costs incurred by you. Nothing in these terms and conditions affects your rights under the Australian Consumer Law.

5. Your Rights in relation to a Dispute concerning Costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid;
- (c) you may apply to the Costs Assessor to set aside some or all of these terms on the grounds they are not fair or reasonable; and
- (d) you may refer a dispute about a tax invoice to the President of the Law Society or the Legal Services Commissioner
- (e) for mediation if the amount in dispute is less than \$10,000.

6. Governing Law

The law of New South Wales governs these terms and legal costs in relation to any matter upon which we are instructed to act.