

THE OWNERS CORPORATION OF STRATA PLAN NO. 61139

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF
STRATA PLAN NO. 61139 HELD ON THURSDAY 30TH AUGUST, 2018 IN THE
MANLY LIBRARY, 1 MARKET PLACE, MANLY AT 6.00PM.**

PRESENT: Mr O Isaacs, Mr D Mockler, Mr R Davison, Mr P Brown (company nominee Shorty Holdings Pty Limited), Mr D Glading (company nominee David Glading Nominees Pty Limited), Mr A Westacott, Ms D Sibson, Ms J Gunn, Mrs J Robertson, Ms L Wareham, Mrs S Stow, Mr P and Mrs Z Dybac, Mrs M Lindsay, Mr M and Mrs M Taylor, Mr E Martinez De Morentin, Mr R and Mrs R Stone, Mr D Chapman, Mr J and Mrs M Legaz and Mr G Brown.

PROXIES: Mr V and Mrs S Parker (Lots 9, 12 and 52) in favour of Mr G Brown.
Mr A & Mrs K Scarlett (Lot 19) in favour of Mr D Glading.
Ms U Peter (Lot 105) in favour of Mrs M Lindsay.
Ms J Robert (Lot 106) in favour of Mrs M Lindsay.
Mr N Mah-Hing (Lot 107) in favour of Mrs M Lindsay.
Mr A & Mrs S Noble (Lot 109) in favour of Mr R Stone.
Mr R Goodmason (Lot 113) in favour of Mr R Stone.
Ms M McDonald (Lot 114) in favour of Mr D Glading.
Ms J Hertze (Lot 116) in favour of Mr G Brown.
Mr A & Mrs P Teruzzi (Lot 123) in favour of Mr G Brown.

IN ATTENDANCE: Mr P Haynes, Mr T Strati (Building Manager) and Ms N Hopkins (Lamb & Walters).

CHAIRMAN: Mr G Brown.

1.CONFIRMATION OF

MINUTES: Resolved that the Minutes of the Extraordinary General Meeting held on 13/8/18 be confirmed as a true and accurate record of that meeting.

2.CHAIRMAN'S

ADDRESS: The Chairman's address was given.

The meeting approved the lodgement of a DA to validate the boomgate installation.

3. KEY FINANCIAL INFORMATION:

Resolved that the audited statements of key financial information to 30/6/18 for the administrative fund, the capital works fund prepared by the Owners Corporation together with the relevant auditor's report if required be adopted.

4. LEVY CONTRIBUTIONS:

Resolved that:

- (a) in accordance with Section 79(2) and 81 of the Strata Schemes Management Act 2015 the Owners Corporation estimates that in respect of the period from 1/11/18 to 31/10/19 it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and
- (b) in accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:

administrative fund, the sum of \$354,200.00

capital works fund, the sum of \$231,181.50
- (c) those amounts are to be paid by regular equal periodic instalments on 1/11/18, 1/2/19, 1/5/19 and 1/8/19.
- (d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

5. CAPITAL WORKS FUND

PLAN: Resolved that the Owners Corporation:

- (a) Note that the attached Capital Works Fund Plan has been updated as at 2018.
- (b) Not obtain a new Capital Works Fund Plan.

6. AUDITOR: Resolved to appoint an external auditor for EFY 30/6/19.

7. LEVY COLLECTION: Resolved that the Strata Managing Agent be authorized to take and to settle legal action on behalf of the Owners Corporation to recover unpaid contributions, interest on unpaid contributions and related expenses, subject to any direction of the Owners Corporation, and that the Secretary notify the Strata Managing Agent in writing accordingly.

**8.ELECTION OF
STRATA
COMMITTEE:**

Ten (10) nominations were received for election to the Strata Committee.

Resolved that seven (7) persons be elected to the Strata Committee.

A ballot was held to elect the seven (7) strata committee members and below are those duly elected until the next Annual General Meeting:

Mr G Brown (self nominated)
Mr M Martinez De Morentin (self nominated)
Mr R Stone (self nominated)
Mr D Mockler (self nominated)
Mr P Brown (self nominated)
Mrs M Lindsay (self nominated)
Mrs S Stow (self nominated)

**9.RESTRICTED
MATTERS:**

Resolved that no additional restrictions be placed on the Strata Committee.

**10. BMC
REPRESENTATIVES:**

Resolved that Mr G Brown be elected as BMC Representative and Mr R Stone be elected as Sub-Representative.

11.INSURANCES:

- (a) Resolved that the Owners Corporation insurances as listed in the Annexures to the Agenda of the meeting be confirmed and further that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to include further insurances.
- (b) Resolved that no additional insurance to the ones already in place be obtained at this stage.

**12.COMMISSION
AND TRAINING
SERVICES:**

Resolved that report was received from the Strata Managing Agent on nil commissions and training services received in the past 12 months and estimate of nil commissions and training services to be received in the next 12 months.

13. RE-APPOINTMENT OF

STRATA MANAGER: Resolved that the Owners – Strata Plan. 61139 having an existing agreement (prior agreement) with the Agent:

(a) the prior agreement is terminated as at the date of this meeting without prejudice to any accrued rights and obligations under the prior agreement.

(b) subject to review of the Strata Committee, the agreement will replace the prior agreement and govern the relationship between the Owners Corporation and the Agent as from the date of termination of the prior agreement for one (1) year, expiring 30/8/18.

Two (2) members of the Strata Committee authorised to execute the agreement on behalf of the Owners Corporation.

14. ANNUAL FIRE SAFETY

STATEMENT: Resolved that The Owners – Strata Plan No. 61139 consider the annual fire safety statement, make arrangements for obtaining the next annual fire safety statement and retain the services of Chrysalis Building Services and Chubb Fire & Security Pty Ltd.

15. LICENCE

RENEWALS: Specially resolved that approval be given to the renewal of the licence agreements as per special by-law 2 (SP61679) with the Owners of Lots 1, 2 & 6 in Strata Plan No. 61679.

16. SPECIAL BY-LAW 77

(LOT 10): Special resolved that The Owners - Strata Plan No. 61139, pursuant to sections 108(5), 141 and 143 of the Strata Schemes Management Act 2015 ("the Act") to make an additional by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141(2) of the Act at the Registrar-General's Office:

77. Special By-Law - Common Property Rights By-Law for Works by Owner of Lot 10

Part A
Definitions and Interpretation
1.1 In this by-law:

(a) "Act" means the Strata Schemes Management Act 2015 (NSW).

(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) "Council" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the Environmental Planning and Assessment Act 1979 (NSW).
- (d) "Exclusive Use Area" means the common property areas reasonably required to retain the Works once complete.
- (e) "Insurance" means:
 - (i) Contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) insurance under the Home Building Act 1989, if required by law; and
 - (iii) workers' compensation insurance, if required by law.
- (f) "Lot" means lot 10 in Strata Plan No. 61139.
- (g) "Owner" means the owner of the Lot for the time being and that owner's successors in title.
- (h) "Owners Corporation" means the owners corporation created by the registration of strata plan no. 61139.
- (i) "Strata Scheme" means the strata scheme in respect of which this by-law applies.
- (j) "Works" means the replacement of the existing metal fence and metal gate located on the Lot's balcony with a new block wall, timber gate and timber fence to provide security and privacy to the Lot's balcony and having the following measurements and provided that the new block wall, timber gate and timber fence must be painted the same colour as the existing block wall:
 - (i) height of new block wall at 1800 cm;
 - (ii) existing gate space at 900 cm;
 - (iii) metal fence from existing gate to existing block wall (Right Hand Side) at 1020 cm;
 - (iii) metal fence from existing gate to garden bed (Left Hand Side) at 550 cm; and
 - (iv) garden bed from timber fence at 800 cm.

1.2 In this by-law:

- (a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;
- (b) words importing the singular number include the plural and vice versa;
- (c) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;
- (e) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency;
- (f) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (g) if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

Part B
Grant of Rights to Owner

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

- (a) is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;
- (b) is granted the special privilege to undertake and retain the Works; and
- (c) is granted exclusive use of the Exclusive Use Area for the purpose of installing the Works.

Part C
By-Law Conditions

Prior to commencement of the Works

- 3.1 Prior to commencement of the Works, the Owner must:
- (a) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;
 - (b) cause Insurance to be effected and maintained;
 - (c) obtain the Owners Corporation's written approval; and
 - (d) provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works

- 3.2 In carrying out the Works, the Owner must:
- (a) cause Insurance to be effected and maintained for the duration of the Works;
 - (b) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details, licence and any other information reasonably required to the strata committee before each of them commence their work;
 - (c) where applicable, comply with any condition or requirement of Council;
 - (d) ensure that the Works are carried out in a proper and workmanlike manner;
 - (e) ensure that any contractors or agents are adequately supervised to ensure compliance with these conditions;
 - (f) use reasonable endeavours to cause as little disruption as possible;
 - (g) use best quality and appropriate materials;
 - (h) ensure that the Works comply with the current Building Code of Australia and all pertinent Australian Standards;
 - (i) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;

- (j) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (k) ensure the Works and tradespersons carrying out the Works do not create any excessive noise within the Strata Scheme that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using the common property;
- (l) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- (m) ensure that all debris from the installation of the Works is removed from the common property at the Owner's cost;
- (n) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (o) 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 promptly rectify that interference or damage and at its own cost;
- (p) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (q) in the absence of any limitation imposed by Council, carry out the Works between the hours of 7:00am and 5:00pm, Monday to Friday and between 8:00am and 3:00pm on Saturday (or such other times reasonably approved by the Owners Corporation) and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;
- (r) make sure that percussion tools and noisy equipment including, but not limited to, jack hammers, rotary hammer drills and tile/concrete cutters are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;
- (s) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;

- (t) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;
- (u) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;
- (v) remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved, in any of the rubbish bins for the building;
- (w) not use common property power or water; and
- (x) upon the reasonable request of the Building Manager, strata committee or strata committee's nominee, allow access to the Lot for the purpose of inspecting the Works.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

- (a) promptly notify the Owners Corporation that the Works have been completed; and
- (b) promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law.

Lot Owner's Enduring Obligations

3.4 The Owner:

- (a) is responsible for the cost of the Works;
- (b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;

- (d) must promptly repair, renew or replace any damage to the common property, caused by their agents or contractors in the course of undertaking the Works and will bear all costs associated with same;
- (e) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works; and
- (f) must, if required by the Owners Corporation, make, or permit the Owners Corporation to make on the Owner's behalf, any insurance claim concerning or arising from the Works, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the Works or repair any damage to the building caused by the Works.

Part D

Owners Corporation's Consent

- 4.1 On written demand by the Owner, the Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the Environmental Planning and Assessment Act 1979.

Part E

Breach of this by-law

- 5.1 If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request that Owner to comply with the terms of it.
- 5.2 If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms of this by-law, the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Act, to enter upon the Lot, have the necessary work performed and recover the cost of such from the Owner, or any subsequent owner of the Lot.
- 5.3 Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
- 5.4 The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

17. SPECIAL BY LAW

78 (OWNER INSURANCE

CLAIM):

Specially resolved that The Owners - Strata Plan No. 61139 to make an additional By-law on the following terms:

In the event that the Owners Corporation's insurance policies provide coverage for a Lot Owners' property or assets the Lot Owner may instruct the Owners Corporation to lodge an insurance claim on the lot Owner's behalf.

Where, pursuant to the Lot Owner's request, a claim is lodged under the Owners Corporation policies the Lot Owner must provide all necessary and relevant information and documentation to support any such claim.

The Lot Owner shall be responsible to meet the cost of any policy excess or deductible under the Owners Corporation policies and shall pay the amount of the excess or deductible to the Owners Corporation before any claim shall be formally lodged.

In the event that any subsequent premium loading is applied to the future policies arising solely as a result of any claim lodged the Lot Owner shall reimburse such premium loadings to the Owners Corporation upon request.

18. SOLAR PANELS:

Special resolved that The Owners – Strata Plan No. 61139 contribute (approximately 63% of total plus contribution to the NBC share should they refuse to participate) to the cost to install solar panels on the roof. The 100% Budget is \$65,000 which will be paid for by BMC Members through member entities contributions.

CLOSURE:

As there was no further business for discussion the Meeting closed at 7.05pm.

THE OWNERS CORPORATION STRATA PLAN NO 61139

MINUTES OF THE MEETING OF THE STRATA COMMITTEE OF THE OWNERS CORPORATION OF STRATA PLAN NO 61139 HELD ON THURSDAY 30TH AUGUST, 2018 FOLLOWING THE ANNUAL GENERAL MEETING AT 7.05PM.

PRESENT: Mr G Brown, Mr R Stone, Mr D Mockler, Mr P Brown, Mrs M Lindsay and Mrs S Stow.

IN ATTENDANCE: Mr T Strati (Building Manager) and Ms N Hopkins (Lamb & Walters).

CHAIRPERSON OF THE MEETING: Mr G Brown.

CONFIRMATION OF MINUTES: Resolved that the Minutes of the previous Strata Committee Meeting held on 7/8/18 be confirmed as true and accurate record of that meeting.

ELECTION OF OFFICE BEARERS: Resolved that:

Mr G Brown be elected as Chairman.
Mrs S Stow be elected as Secretary (Mr Mockler will also assist in this role).
Mr R Stone be elected as Treasurer.

NEXT MEETING: The next Strata Committee Meeting to be held on Tuesday 27th November, 2018 at 6.00pm.

CLOSURE: There being no further business the meeting was closed at 7.10pm.