Req:R920450 /Doc:DL AE221054 /Rev:19-Sep-2008 /Sts:SC.OK /Prt:24-Sep-2008 21:58 /Pgs:ALL /Seq:1 of 4
Ref:3813501 50785 /Src:I

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAW

New South Wales
Real Property Act 1900

AE221054Q

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property
CP/SP50785

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
495R	LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference:	CB

(C) The Owners-Strata Plan No. 50785 certify that pursuant to a resolution passed on 26 March 2008 and in accordance with the provisions of section No. 47 & 52 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. NOT APPLICABLE
Amended by-law No. Special By-laws 26 and 42.5
as fully set out below:

(See Annexure hereto)

(F) The common seal of the Owners-Strata Plan No. 50785 was affixed on 11 September 2008 in the presence of—

Signature(s):

Name(s): Anthony James Foreshew

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that _____ has approved the change of by-laws set out herein.

(H) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

ANNEXURE "A"
PAGES 1-2

Book (1)

Special By-law 42 — By-laws applicable to Commercial Lots

42.1 Application of Special By-law 42
This Special By-law 42 shall only apply to Lots 1, 2, 3, 4, 5, 12 and 21 in Strata Plan No. 50785.

42.2 Definitions applicable to Special By-law 42

Lot means any Lot referred to in clause 42.1;

Occupier means any person or entity operating any business on and in any Lot;

Owner means the owner of any Lot or, where the context permits, the Occupier.

42.3 Purpose of Special By-law 42
The purpose of Special By-law 42 is to overcome potential adverse impacts in the use of each commercial Lot caused by, but not limited to, noise, odour, grease, appearance, security, safety, general amenity, cleaning costs, damage to CP and residential Lots, the reduced value of any of the Lots and loss of potential revenue arising from the use of a commercial Lot and the appurtenances necessarily applicable to such use.

42.4 Disclaimer by OC
It is acknowledged by the OC that it does not have, and will not provide, a CP area suitable for the storage of garbage, trade waste or recyclable material as generated by the commercial Lots.

42.5 Exhaust systems & grease traps
The Owner shall be permitted to have the use of those parts of the CP as is necessary for the purpose of the provision of an exhaust system and grease trap for the Lot ("the use") on the following terms and conditions:

a) The Owner shall during the period of the use pay a license fee of $1000 plus GST for each 3 months of the use ("the term") or any part of the term within 14 days of the receipt of a written notice requesting such payment after the end of the term, or any part thereof where the use ceases during the term;
b) Provided not less than 75% of the EC have determined that the terms of this By-law have not been breached in respect of any Lot, the payment referred to in the preceding sub-clause 42.5(a) will be waived;
c) Any exhaust system must:
   i) be designed so that all filtration equipment is, as far as possible, within the Lot it services;
   ii) be designed and constructed so that the roof top components are securely mounted, as silent as possible and all painted to match the roof colour;
   iii) be operated, serviced and maintained in accordance with all legal and manufacturer's recommendations and requirements;
   iv) contain appropriate odour and smoke emission controls and equipment to prevent odour and smoke being detected in or affecting others within Cots;
   v) be certified in writing by a qualified contractor as and when considered necessary by any government agency or the EC as to the system operating in a proper and efficient manner and in accordance with all legal requirements and any such certificates shall be delivered by the Owner of the Lot to the OC within 14 days of its receipt by the Owner; and
   vi) first of all have the approval of the EC prior to installation, comply with the conditions as then laid down by the EC and thereafter comply with the reasonable requirements of the EC in any way relating to its installation, servicing, maintenance operation or otherwise.
d) Any grease trap used under this By-law must be generally used maintained, pumped out and cleaned as and when required by all relevant laws and regulations and as may be reasonably directed by the EC.

42.6 Use of CP
a) No CP or part thereof shall be used in any manner by the Owner without the approval of the EC and, without limitation, no installation or items of any nature whatsoever shall be placed or left thereon nor shall any business activity be conducted thereon;
b) The Owner must keep clean the CP located between the frontage of the Lot and Perryman Place in respect of Lots 1, 2, 3, 4 & 5 and Gerrale Street in respect of Lots 12 & 21 clean;
c) The Owner shall ensure that all personnel employed or otherwise involved in the commercial use of the Lot do not loiter on the CP nor use the secured CP for any purpose other than is required for the conduct of the commercial use and that no patron or customer of the business uses such secured CP except when absolutely required for ingress or egress or such other purpose as authorised from time to time by the EC;
d) Subject to sub-clause 42.6(e), the Owner must not permit any patron, client, customer or invitee attending the Lot or any personnel in any way employed in the commercial Lot to use any CP facilities including, without limitation, toilets, swimming pool, spas, sauna, showers and gymnasium;
e) The provisions of the preceding sub-clause 42.6(d) shall not apply to personnel employed in the commercial use of the Lot using the CP toilets and shower located on the B2 garage level nor to the use by other persons of the toilets located there where approval has been given by the EC from time to time but only then in accordance with the terms and conditions of such approval.

accordance with the terms and conditions of such approval.

(1)

42.7 Obligations of the Owner
The Owner must:
a) ensure that any garage or parking space forming part of his Lot is used only for the purposes permitted by Council;
b) ensure all By-laws, conditions of Development Consent and Building Consent are at all times observed by the Owner and all personnel employed in the commercial Lot; and
c) immediately repair any damage, clean up any soiling of the CP which, in the reasonable opinion of the EC, was caused in any manner by, or incidental to, the use of the Lot.

42.8 Garbage Disposal
The Owner shall comply with all directions of Council as to the use and location of garbage bins and the removal of garbage, trade waste or recyclable material from the Lot and, should there be no such directions, then, the directions from time to time of the EC in respect thereof.

42.9 Deliveries
The Owner shall not without approval, to be given by the EC only in exceptional circumstances, permit deliveries or removals through the secured CP.

42.10 Electricity
The Owner must not use any CP electricity for any activity related to a Lot.

42.11 Noise from equipment
The Owner must not create or permit the creation of noise from any equipment installed in the Lot or on CP and servicing the Lot or from any commercial activity on the CP that is audible within any residential Lot between:
a) 9:30pm to 7:00am Monday to Friday unless such day is a public holiday; or
b) 9:30pm to 8:00am Saturday, Sunday & a public holiday

42.12 Owners liability
As it is the obligation of the Owner to ensure that the Occupier and the personnel employed by the Occupier and the Occupier's customers and patrons comply with all of the terms and conditions of all By-laws, then any breach of the same will be deemed to be a failure of compliance on the part of the Owner.

42.13 OC's right to remedy
If the Owner fails to comply with any obligation under the By-laws, the OC may, without any obligation of giving prior notice thereof to the Owner:
a) carry out all work necessary to comply with such failure;
b) enter upon any part of the Lot to carry out that work; and
c) recover from the Owner the cost of carrying out such work.

42.14 Interest on unpaid amounts
Any amount due and payable by the Owner pursuant to any of the provisions of this Special By-law 42 will bear interest until paid at the rate of 10% per annum calculated pro rata daily.

Req:R920480 /Doc:DL AE221054 /Rev:19-Sep-2008 /Sts:SC.OK /Prt:24-Sep-2008 21:58 /Pgs:ALL /Seq:3 of 4
Ref:3813591, 50785 /Src:I

ANNEXURE "B"

PAGES 1-2

(1)

3. The owner must indemnify the owners Corporation against all liability or expense that would have been incurred if the works had not been installed; and

4. In the event that the owner removes the equipment, the owner shall restore to its original condition the wall and any other part of the common property altered for the works.

5. The owner must pay any expense incurred by the Owners Corporation in or about making and registering this By-law.

Special By-law 42.5 is amended to read as follows:

Special By-law 42 - By-laws Applicable to Commercial Lots

42.5 Exhaust Systems & Grease Traps

The Owner shall be permitted to have the use of those parts of the CP as is necessary for the purpose of the provision of an exhaust system and grease trap for the Lot ("the use") on the following terms and conditions:

a) The Owner shall pay a license fee of $2,500 plus GST for each quarter or any part thereof where the use might cease. The license fee shall be automatically charged to each Commercial Lot levy account, and be adjusted by the CPI at the first quarter following the beginning of each calendar year;

(b) Provided not less than 75% of the EC have determined that the terms of this By-law have not been breached in respect of any Lot, the payment referred to in the preceding sub-clause 42.5(a) will be waived;

(c) Any exhaust system must:

i) be designed so that all filtration equipment is, as far as possible, within the Lot it services;
ii) be designed and constructed so that the roof top components are securely mounted, as silent as possible and all painted to match the roof colour;
iii) be operated, serviced and maintained in accordance with all legal and manufacturer's recommendations and requirements;

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 11th day of September 2008 in the presence of

Names: Anthony James Bareshew

Names: Anthony James Bareshew

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN No. 50785 Common Seal Common Seal

Req:R520480 /Doc:DL AN221034 /Rev:19-Sep-2008 /Sts:SC.OK /Prt:24-Sep-2008 21:58 /Pgs:ALL /Seq:4 of 4
Ref:38135015Q785 /Src:I

(2)

iv) contain appropriate odour and smoke emission controls and equipment to prevent odour and smoke being detected in or affecting others within Cote;

v) be certified in writing by a qualified contractor as and when considered necessary by any government agency or the EC as to the system operating in a proper and efficient manner and in accordance with all legal requirements and any such certificates shall be delivered by the Owner of the Lot to the OC within 14 days of its receipt by the owner; and

vi) first of all have the approval of the EC prior to installation, comply with the conditions as then laid down by the EC and thereafter comply with the reasonable requirements of the EC in any way relating to its installation, servicing, maintenance operation or otherwise.

(d) Any grease trap used under this By-law must be generally used maintained, pumped out and cleaned as and when required by all relevant laws and regulations and as may be reasonably directed by the EC.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 11th day of September 2008 in the presence of

Names: Anthony James Foreshew

Names: Anthony James Foreshew

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN No. 50785 Common Seal Common Seal

97-15CB Licence Number 1034A/0404/96

CHANGE OF BY-I

Strata Titles Act 1973
Real Property Act 1900

2372187 Y

ANNEXURE "C"
PAGES 1-3

(A) COMMON PROPERTY REFERENCE TO TITLE

CP/SP50785

(B) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	
1034A	BLESSINGTON JUDD DX 1068 SYDNEY REFERENCE (max. 15 characters): FLA96055	CB

(1)

(C) THE PROPRIETORS of STRATA PLAN 50785 certify that pursuant to a resolution passed on 20 April 1996 and in accordance with the provisions of section 58(7) of the Strata Titles Act 1973~~/ Order No. ..... of the Supreme Court of New South Wales/ Order No ..... of the Strata Titles Board~~, the by-laws are changed as follows:

(D) REPEALED BY-LAW No. NIL

INSERTED/ADDED BY-LAW No SPECIAL BY-LAW NO. 21 as fully set below.

SPECIAL BY-LAW NO. 21

The Proprietor for the time being of Lot 21 and their successors in title and persons authorised by those Proprietors ("Authorised Users") are entitled to the exclusive use and enjoyment of that part of the common property designated in the Plan annexed hereto and forming part of this By-Law ("open area") for the purposes of placing and maintaining on the open area, tables and chairs to be used by members of the public for consumption of food or beverages purchased from the occupant of the lot on the following terms and conditions:-

A. The authorised user shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and the cleaning of the open area so that it remains clean and tidy at all times but excluding any maintenance or repair of a structural nature;

(See Annexure)

The Common Seal of The Proprietors - Strata Plan No. 50785

was affixed on 1ST AUGUST 1996 in the presence of

.....

was affixed on 1ST AUGUST 1996 in the presence of

.....

Signature of Witness

RICHARD JOHN HOLLOWAY

Name of Witness (BLOCK LETTERS)

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN NO. 50785 Common Seal Common Seal

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON

CHECKED BY (Office use only)

ANNEXURE TO CHANGE OF BY-LAWS

(2)

B. The authorised user must obtain the consent of Sutherland Council and comply with the conditions of any such consent to the use of the open area;

C. The authorised user must remove the tables, chairs and any other items placed on the open area:-

i) at the close of business each day (and may replace them at the commencement of business the next day);

ii) for the period required by the body corporate in discharging its duties under the Act.

D. This by-law while it remains in force continues to operate for the benefit of and (subject to Section 70 of the Act) is binding on the authorised user;

E. The authorised user shall indemnify and keep indemnified the body corporate from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the body corporate or for which the body corporate may become liable in respect of or arising from the negligent or careless and unauthorised use, misuse, waste or abuse by the Proprietor or Occupier of the lot or any person authorised or permitted by him or them arising out of the exercise of the rights conferred by this by-law or use of the open area arising from any loss, damage, death or injury from any cause whatsoever to the common property or to any party of person within or without the open area occasioned or attributed to by any Act, omission, neglect, breach of the Proprietor or Occupier of the lot benefited, any contractor, sub-contractor, employee, person authorised or permitted by him or any other person upon the open area in pursuance of the rights hereby granted.

This is page 1 of 2 pages comprising the Annexure to the Change of By-laws for The Proprietors - Strata Plan No. 50785

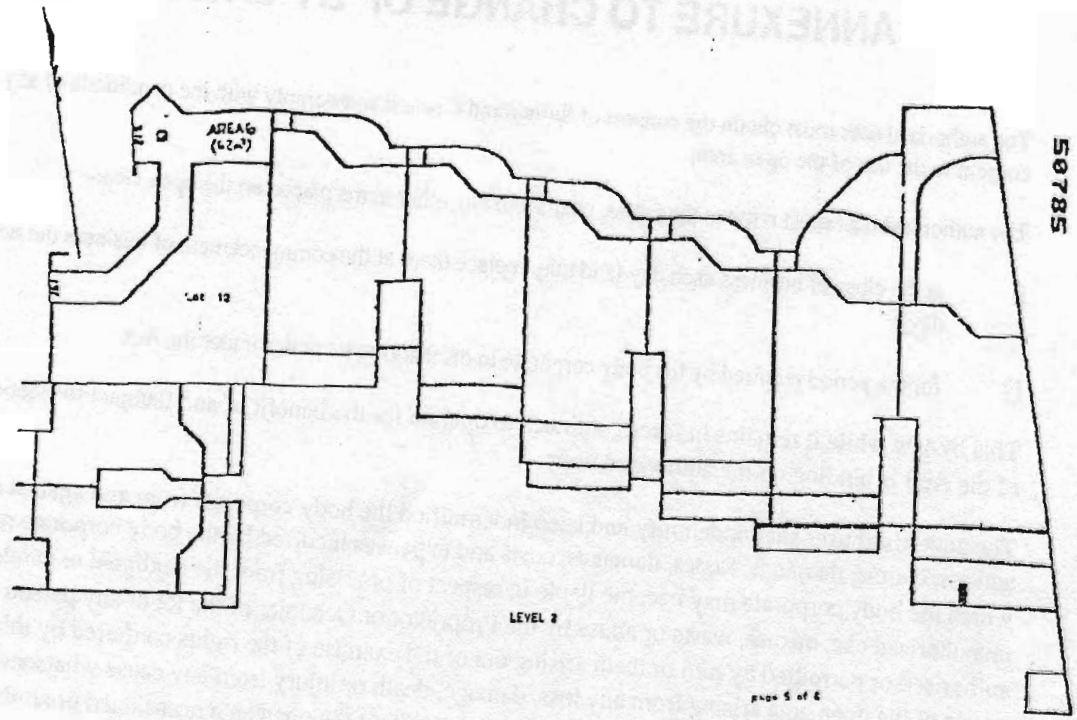
The Common Seal of The Proprietors - Strata Plan No.50785
was affixed on 1ST AUGUST 1996 in the presence of

RICHARD JOHN HOLLOWAY
being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.

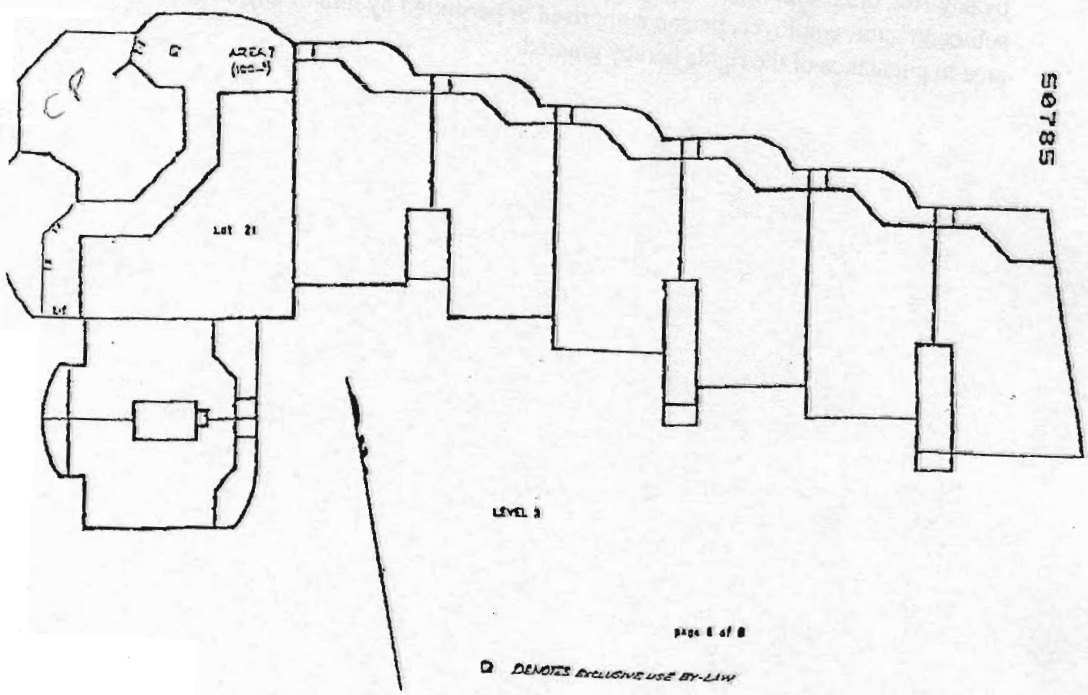
THE PROPRIETORS OF STRATA PLAN No. 50785 Common Seal

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ANNEXURE 'A'



D DENOTES EXCLUSIVE USE BY-LAW



D DENOTES EXCLUSIVE USE BY-LAW

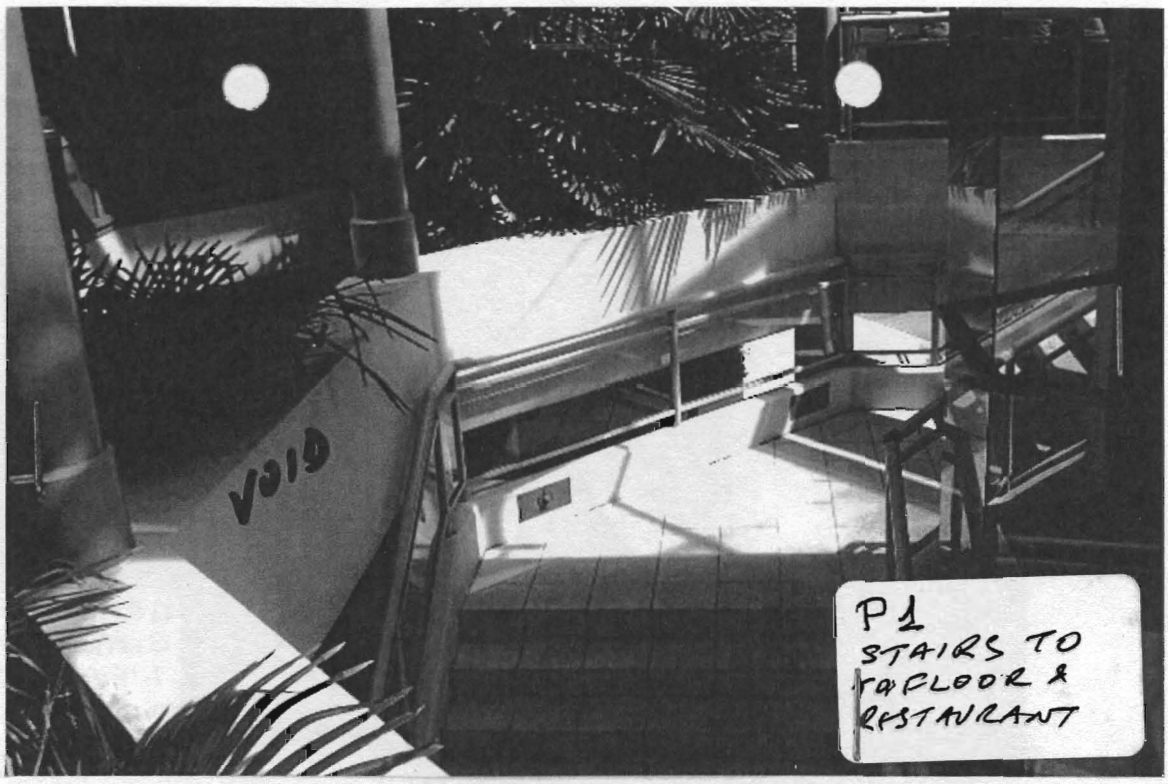
This is page 2 of 2 pages comprising the Annexure to the Change of By-laws for The Proprietors - Strata Plan No. 50785

This is page 2 of 2 pages comprising the Annexure to the Change of By-laws for The Proprietors - Strata Plan No. 50785

The Common Seal of The Proprietors - Strata Plan No.50785
was affixed on 1ST AUGUST 1996 in the presence of

RICHARD JOHN HOLLOWAY
being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN NO. 50785 Common Seal

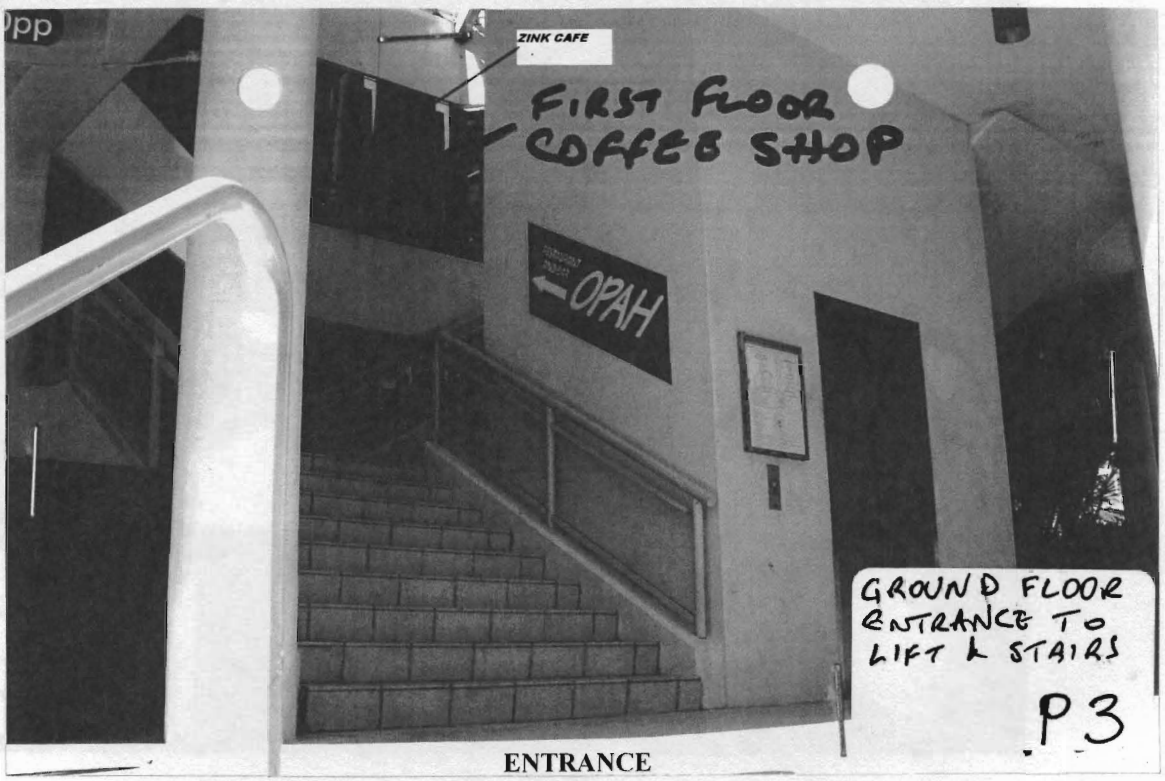


P1



P2

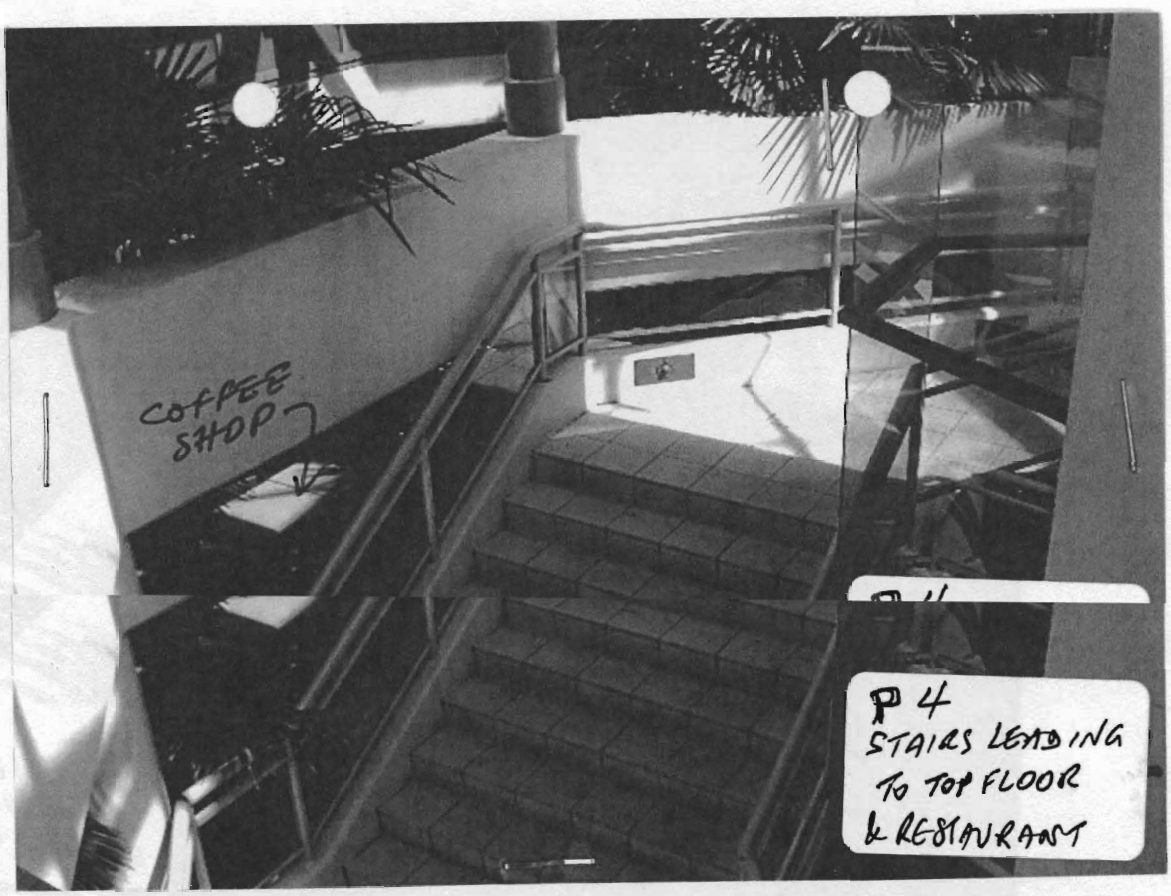
VOID AREA BETWEEN GLAZING WORKS & GAZEBO



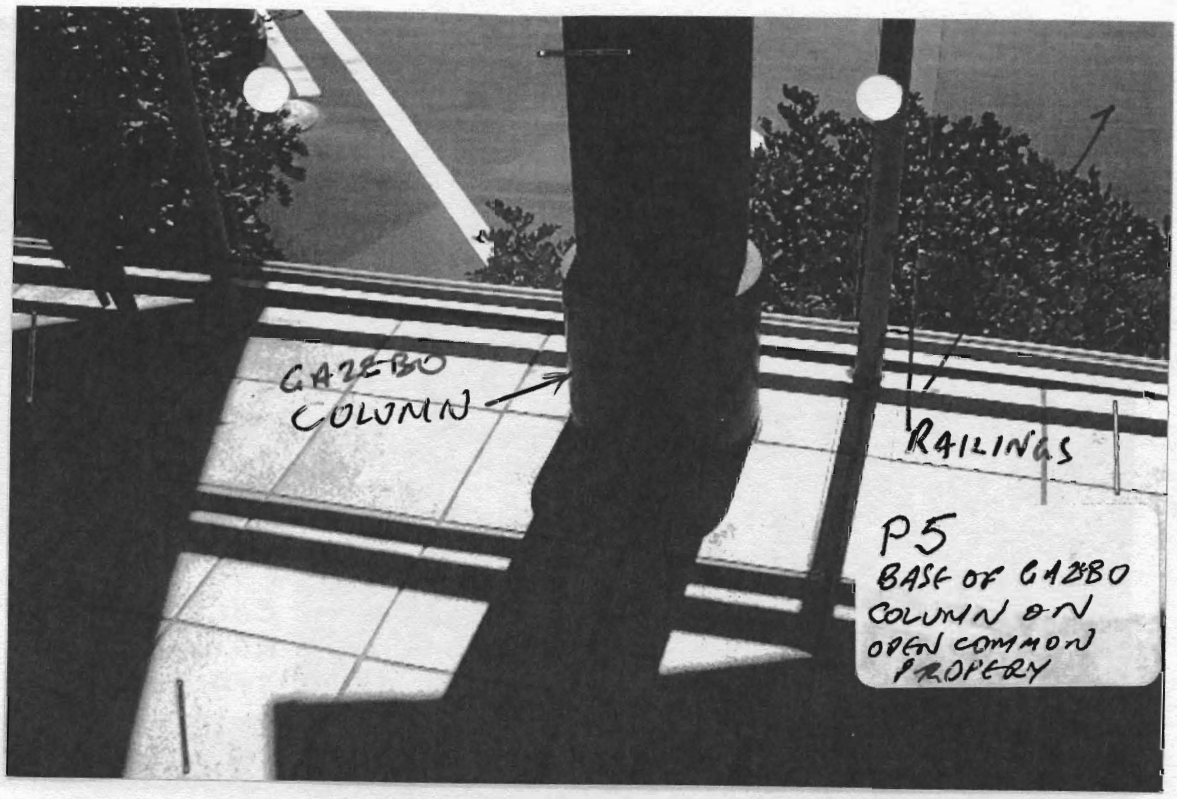
P3

ENTRANCE

MAIN ENTRANCE TO LIFT
COFFEE SHOP & RESTAURANT



P4



P5

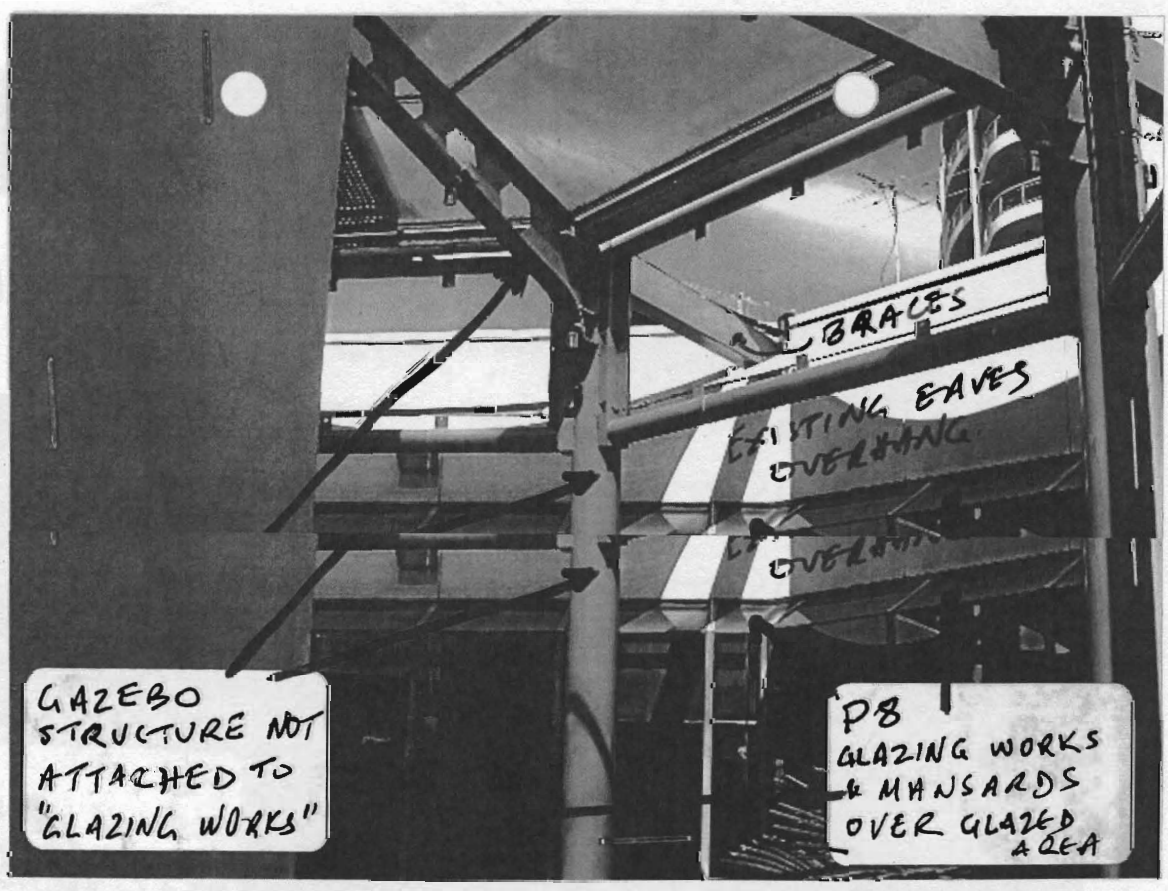


P6

GLAZING WORKS & MANSARDS CONSTRUCTED

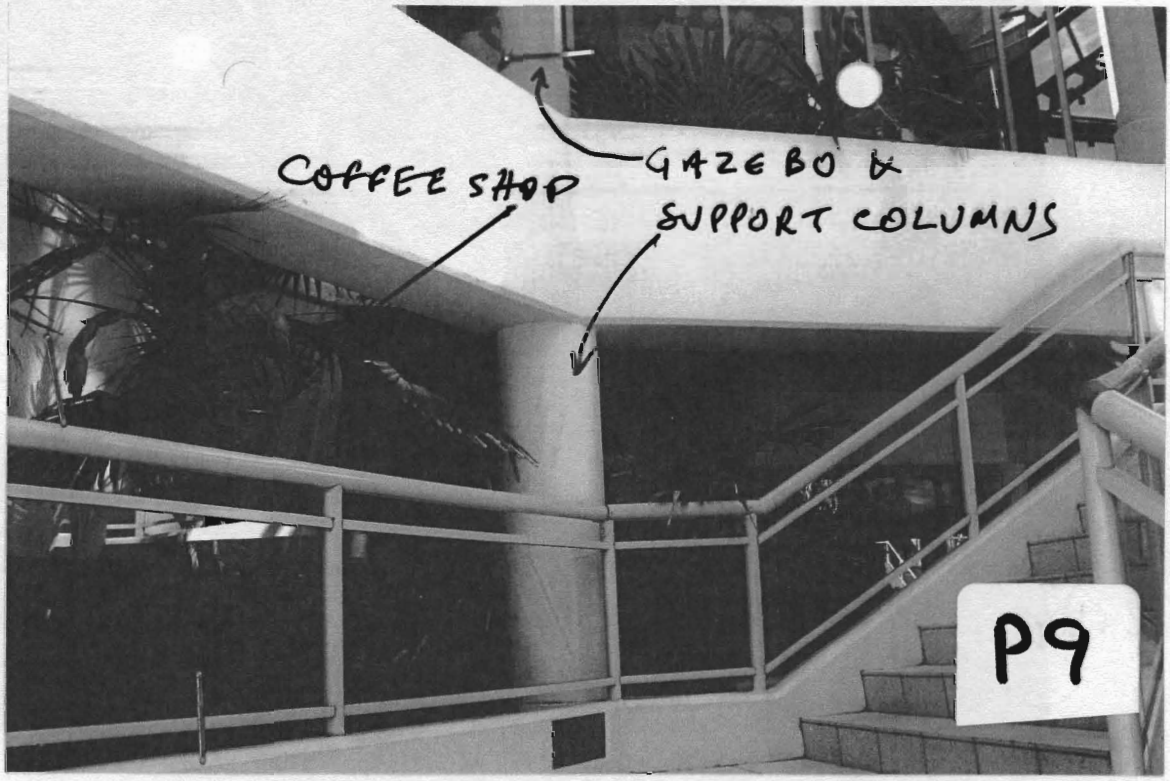


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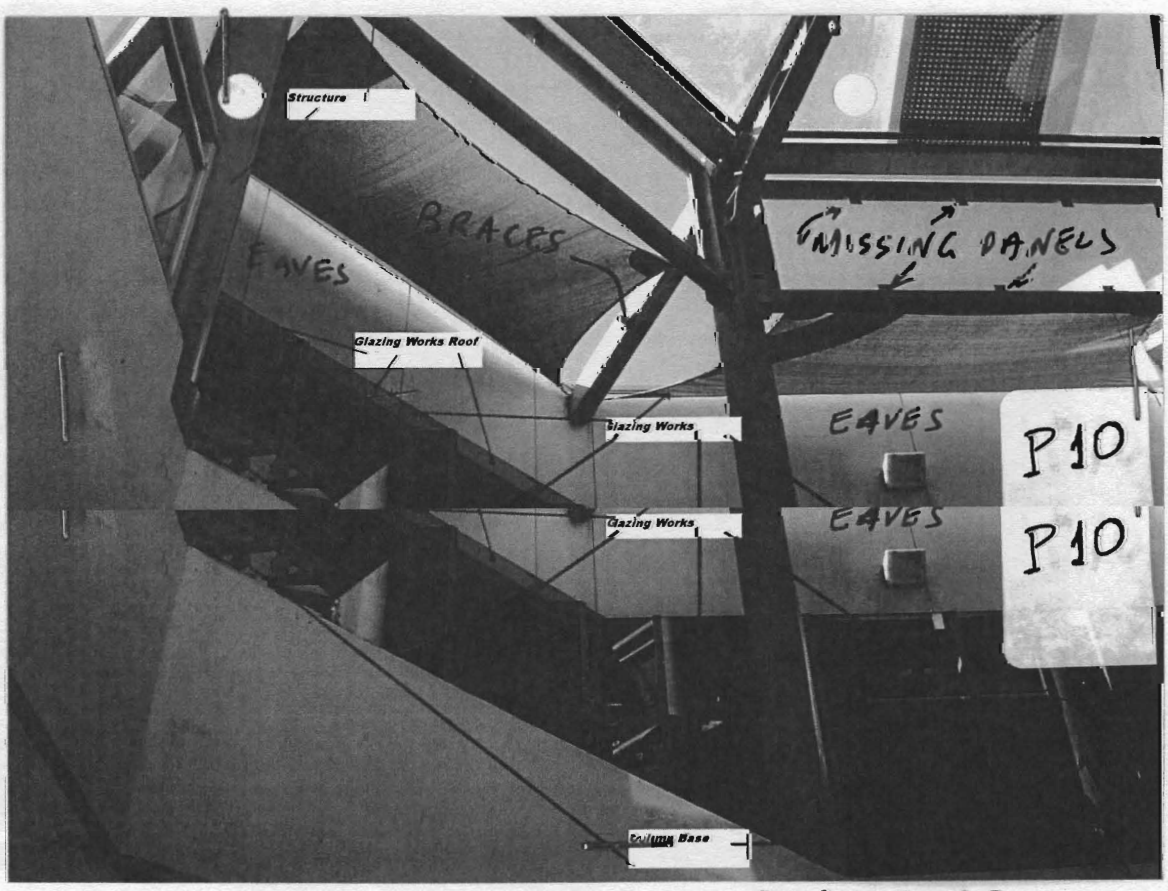


P8

GAZEBO STRUCTURE (FREE STANDING) SHOWING BRACES USED TO SUPPORT GAZEBO & MOUNTED

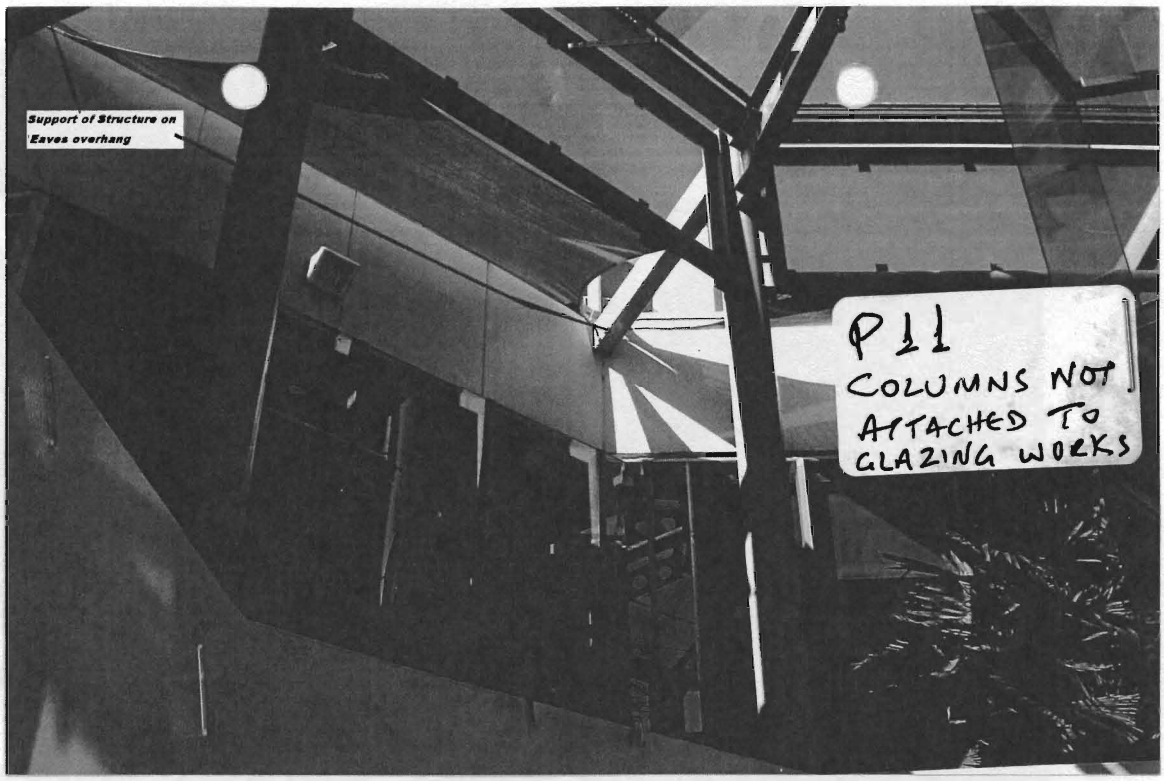


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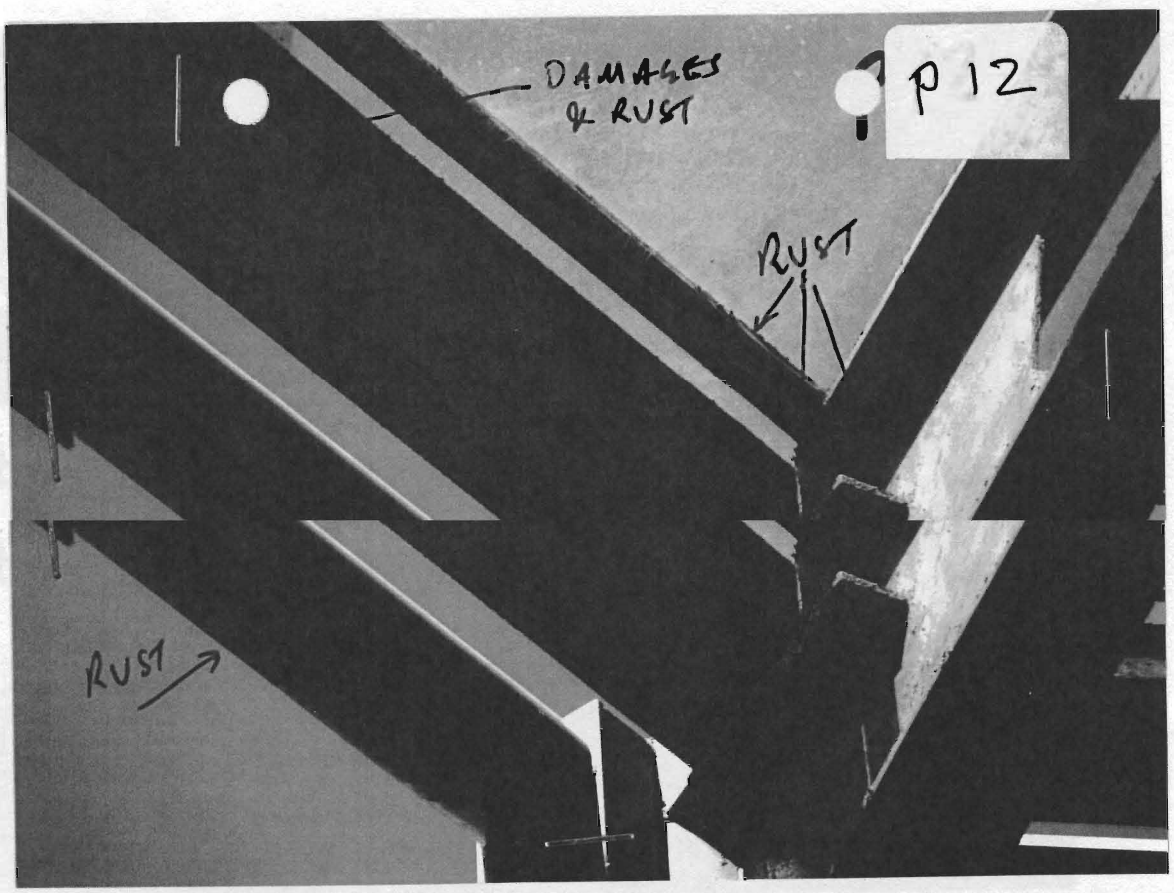


P10

MISSING PANELS ON GAZEBO STRUCTURE
GAZEBO STRUCTURE CLEARLY NOT ATTACHED TO

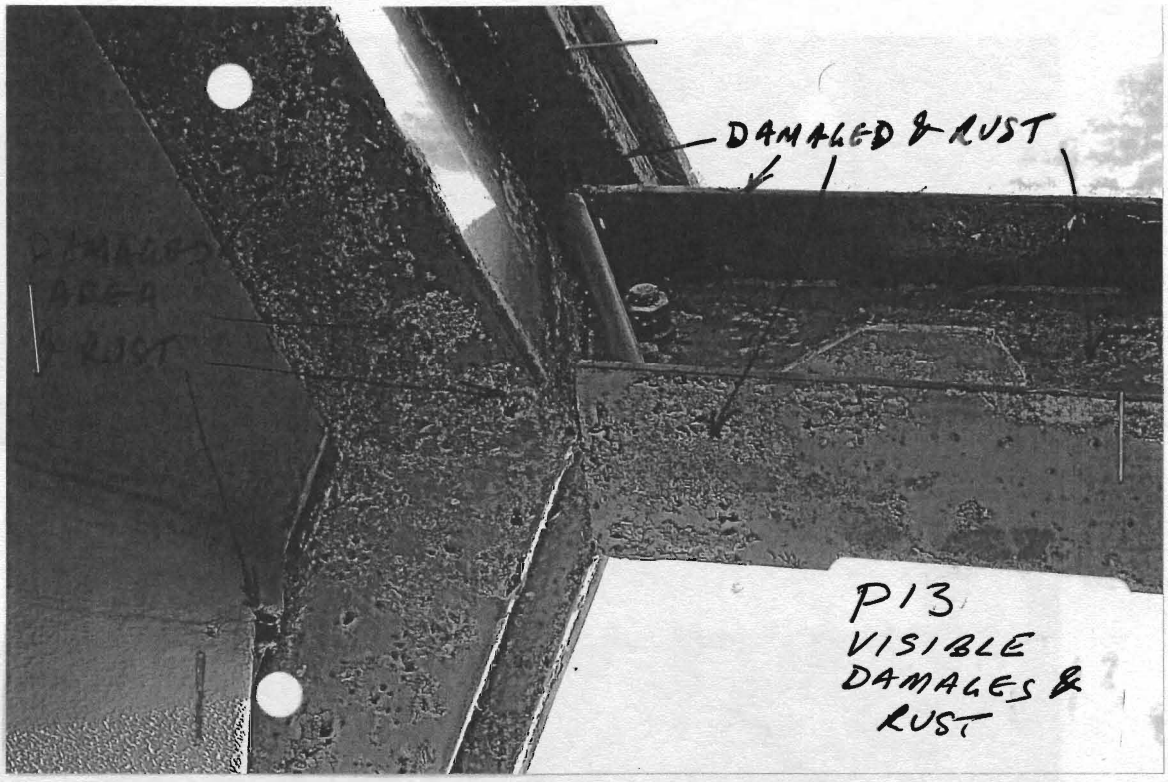


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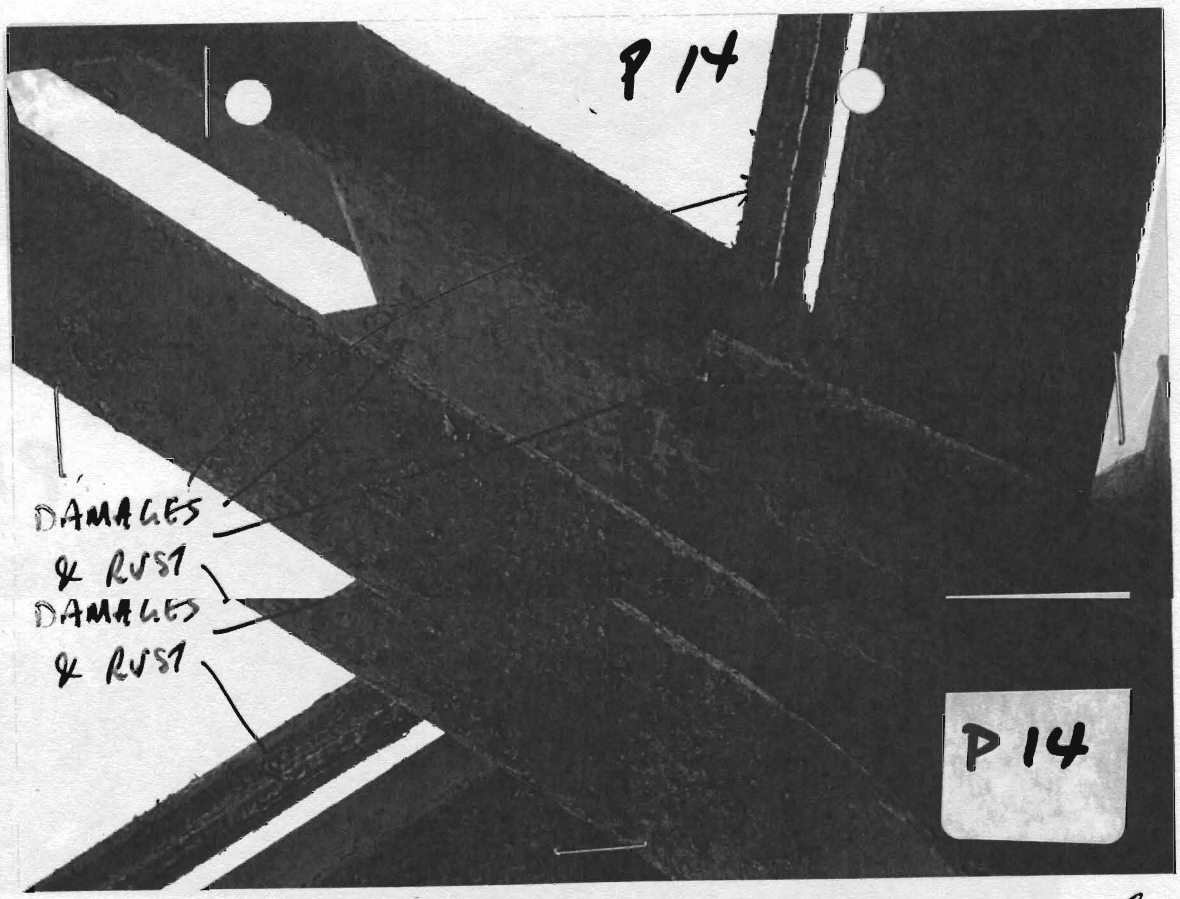
P12

RUST & DAMAGES VISIBLE ON GAZEBO STRUCTURE
COLUMNS & BEAMS ... NOT REPAIRED AS



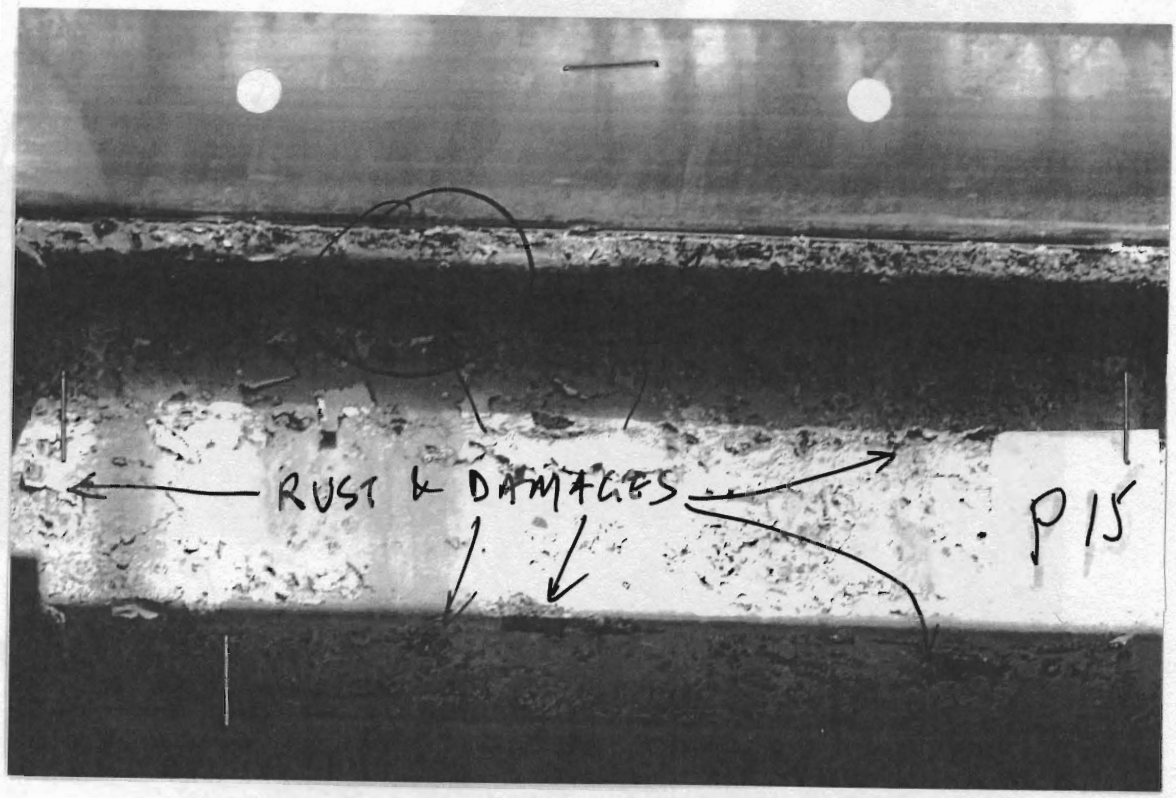
P13

SEE ANNEXURE "L" Pages 3 & 4

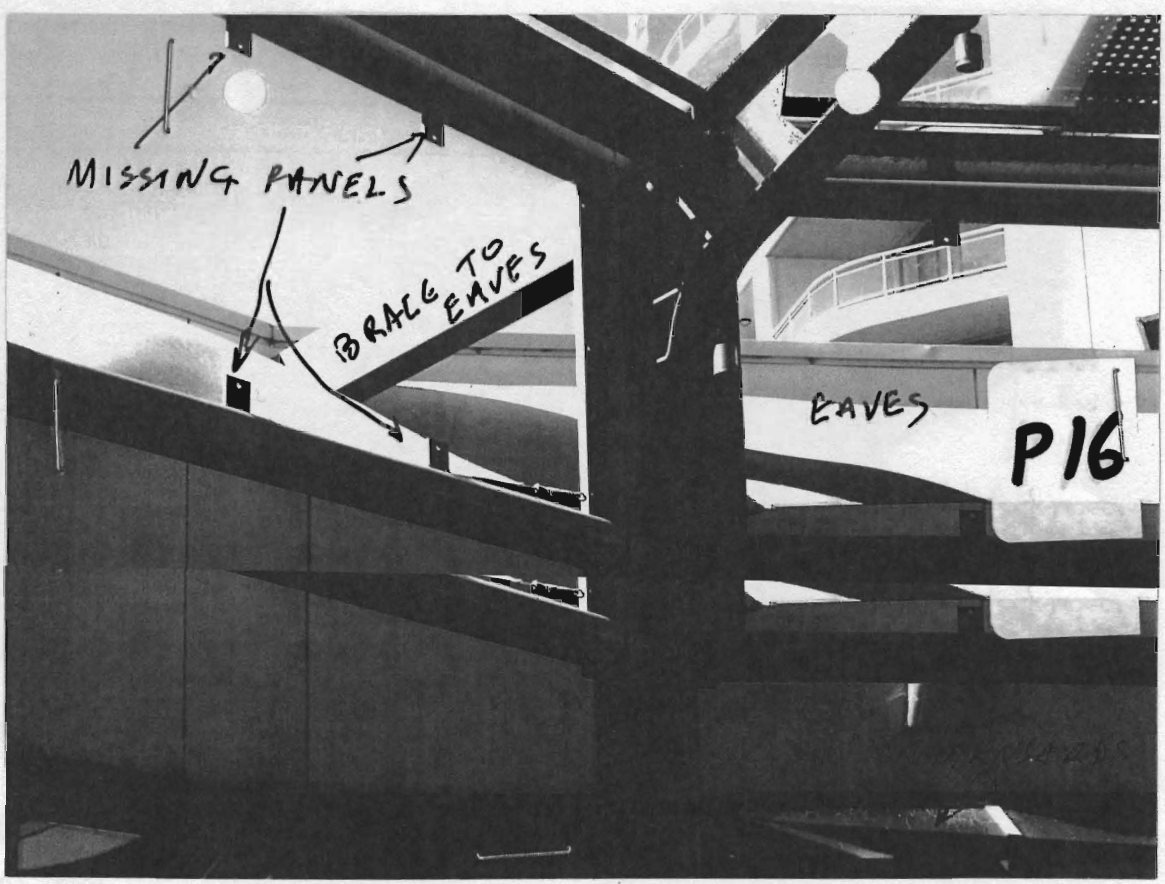


P14

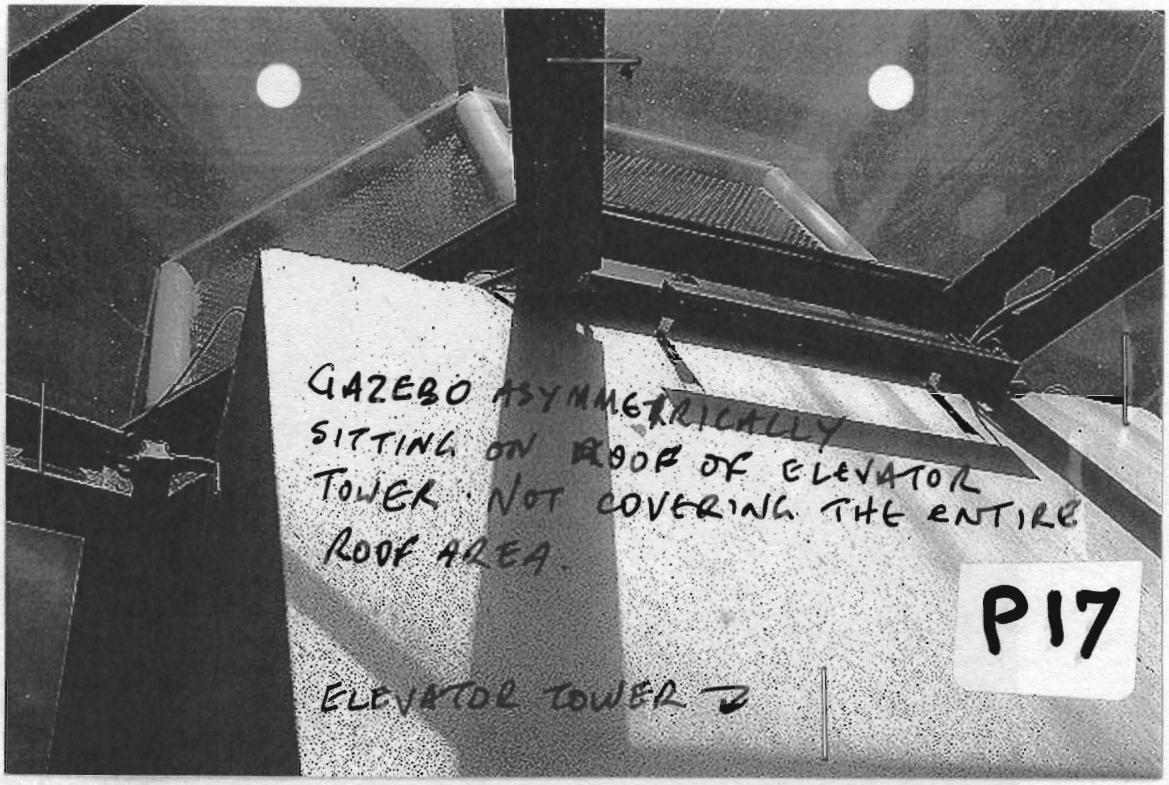
VISIBLE DAMAGES & RUST ON COLUMNS & BEAMS OF GAZEBO REMAINING UNATTENDED



P15

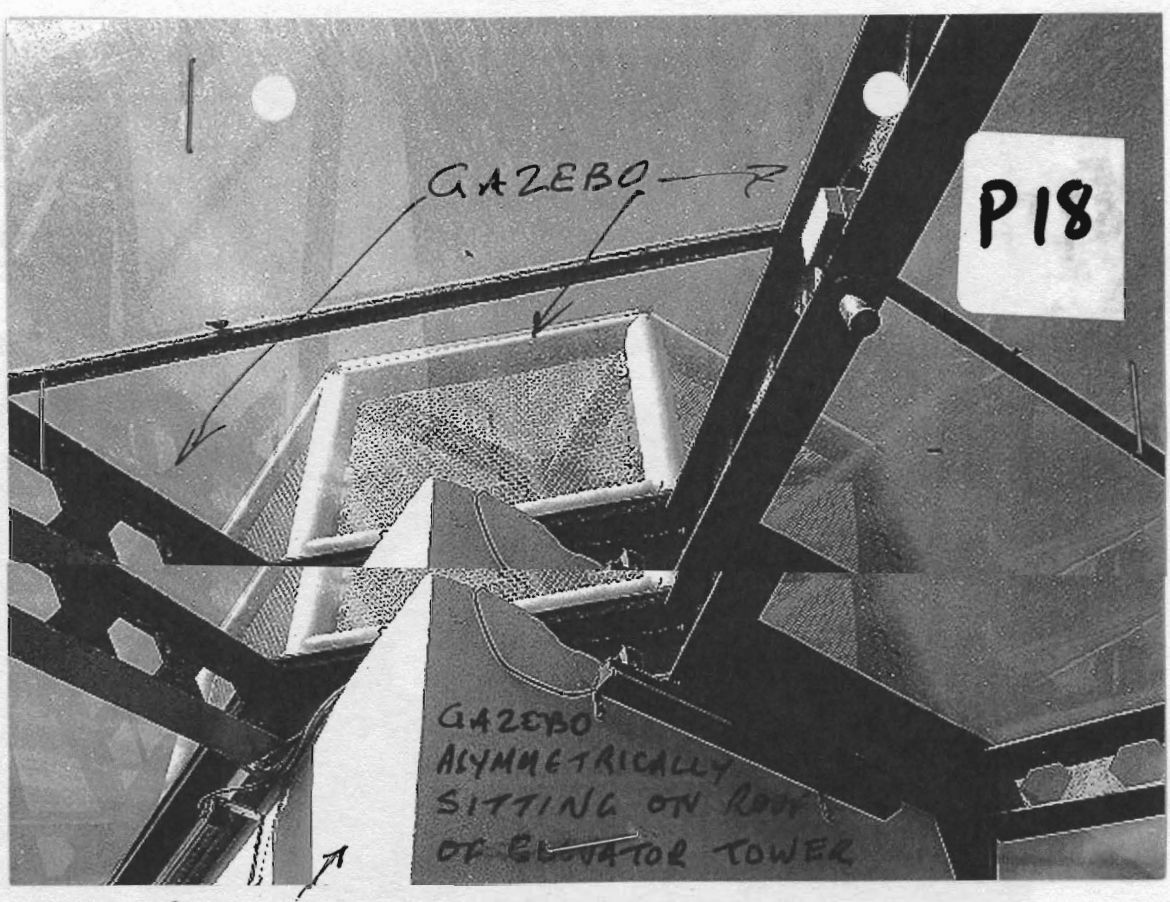


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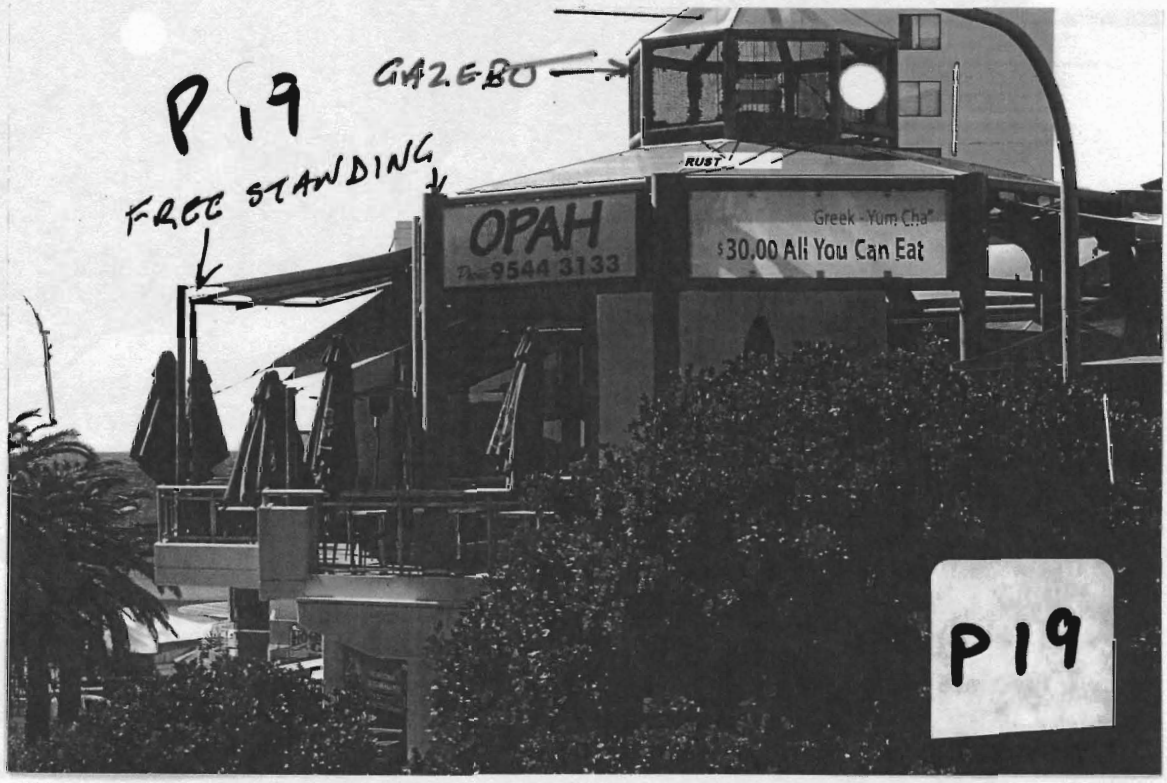


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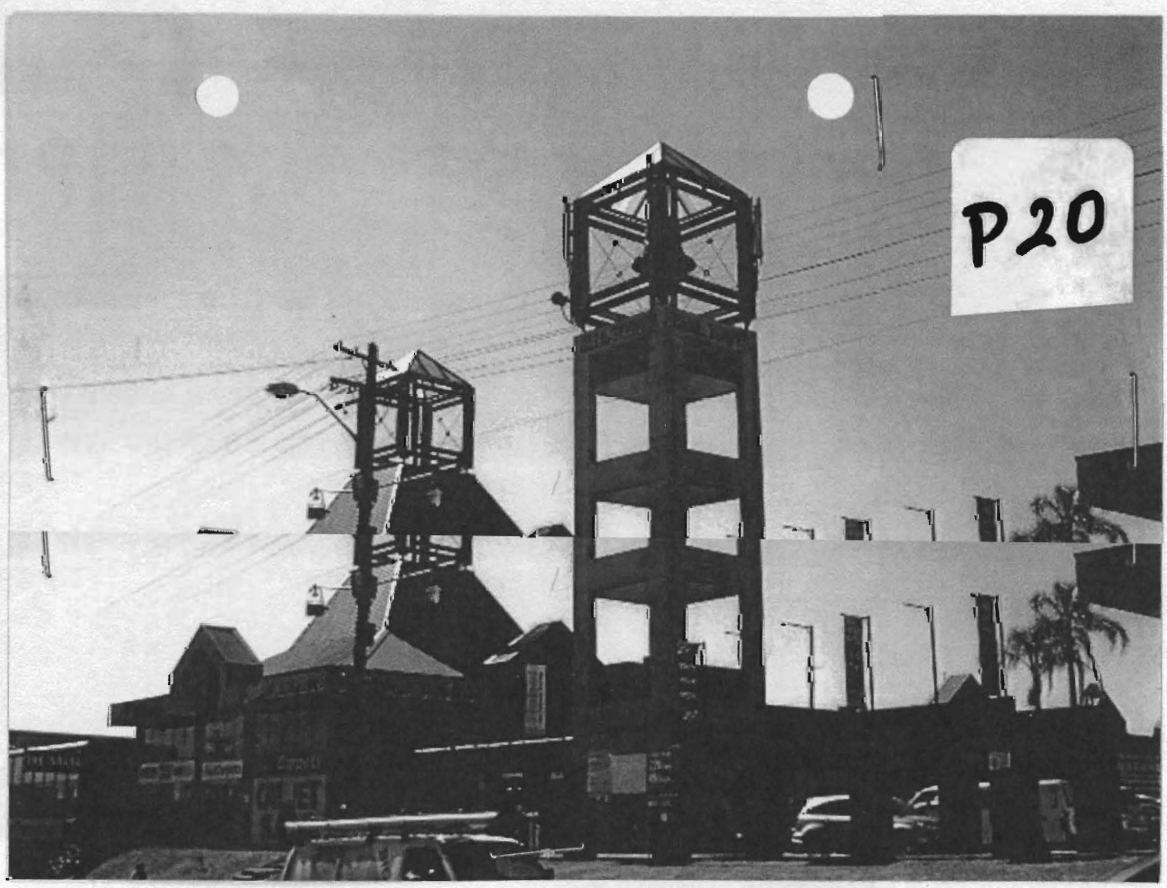
P17 & P18: EVIDENCE THAT THE GAZEBO STRUCTURE IS ASYMMETRICALLY FITTED ONTOP OF THE LIFT TOWER ROOF & DOES NOT CONSTITUDE THE ROOF OF THE LIFT TOWER



P 18


P19
GAZEBO
FREE STANDING
OPAH
9544 3133
Greek - Yum Cha
$30.00 All You Can Eat
P19

P19


P20

P20

DEVELOPMENT STATEMENT

PLAN OF: SUBDIVISION OF LOT 28 IN S.P. Nº 8-18 KINGSWAY, CRONULLA.

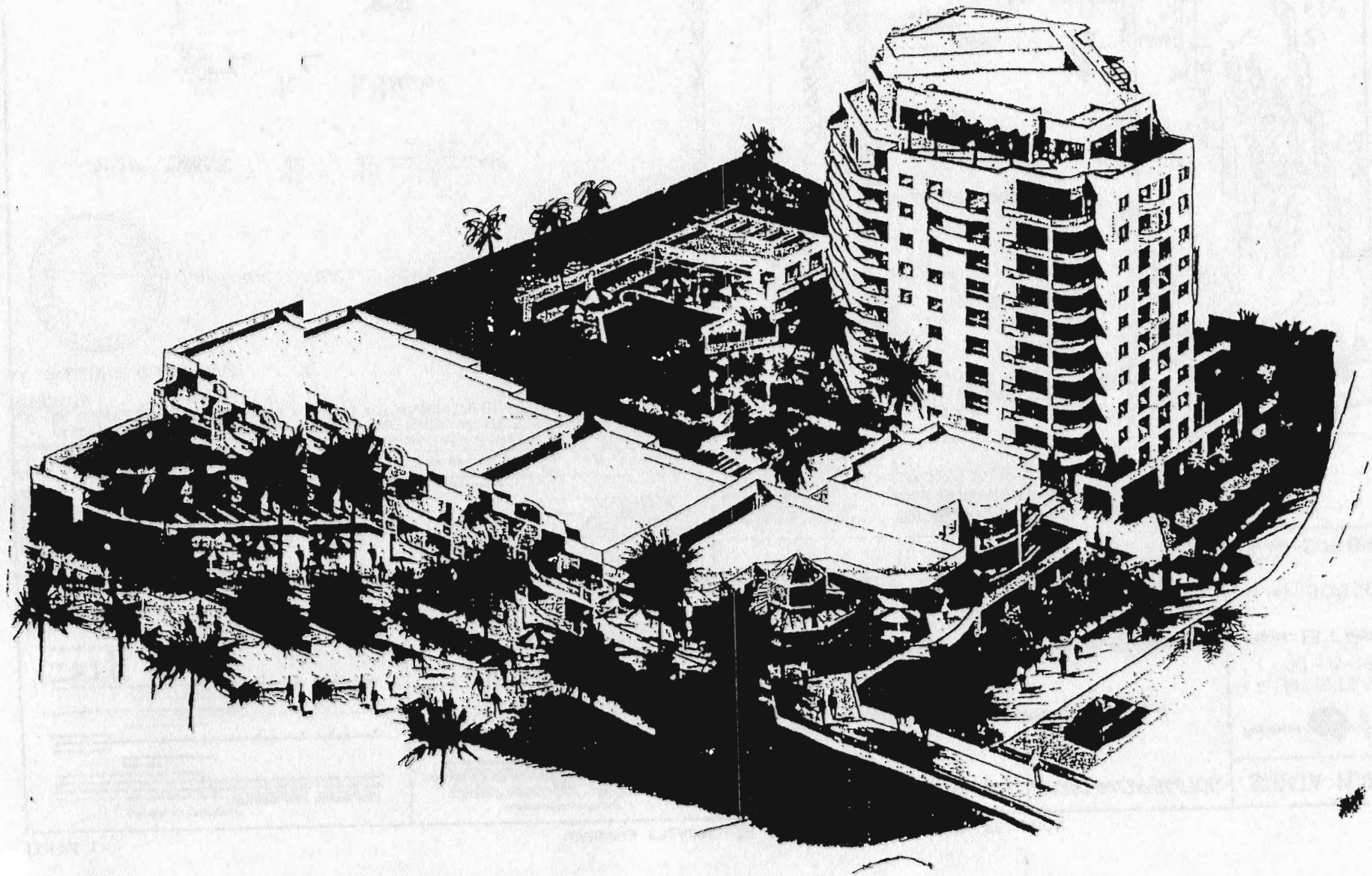
VIEW OF STAGES 1 & 2.

STRATA PLAN 50785

CONSENTED TO:

APPN. TO: 123/95

REGISTERED DATE:



*OFFICE USE ONLY

ast: rp07jnb / Document: sp 0050785 PLAN / Revision: 05-Feb-1996 / Status: OK / Printed: 19-Jan-2000 16:33 / Images: 21

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

• OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the *Shire *Municipality *City of SUTHERLAND having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed
* strata plan
* subdivision of ~~land~~
illustrated herein.
*Council does not object to the amendment of the building beyond the building envelope of
*This approval is given on condition that
Strata Titles Act, 1973 is to be varied to section 38 of the Strata Titles Act, 1973 is to be varied to section 38 of the Strata Titles Act, 1973
File No. S.T. 95
Subdivision No. STA. 123/95
Council Clerk
*Complete or delete if inapplicable

THIS STRATA PLAN IS PART OF A DEVELOPMENT SCHEME. THE COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH ANY CONDITIONS OF THE DEVELOPMENT CONSENT & THAT THE PLAN GIVES EFFECT TO THE STAGE OF THE DEVELOPMENT TO WHICH IT RELATES. DATE:

A COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH ANY CONDITIONS OF DEVELOPMENT CONSENT & THAT THE PLAN GIVES EFFECT TO THE STAGE OF DEVELOPMENT TO WHICH IT RELATES.

COUNCIL FILE No. DC 870/3/18

SURVEYOR'S CERTIFICATE

I, DAVID WALLACE FAIRLIE
of PO BOX 399 SUTHERLAND 2232 DAVID SUTHERLAND
a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any portion of which forms a boundary of a proposed lot, shown in the accompanying floor plan exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel boundaries as indicated thereon;

(5) the building encroaches on a public place;

(6) the building encroaches on land other than a public place, in respect of which encroachments an appropriate easement

*has been sealed by registered [illegible]
*will be created under section 888 of the Conveyancing Act 1919

(5) the survey information recorded in the accompanying location plan is accurate

Signature: DFairlie
Date: 21-6-1995

*Delete if inapplicable
† State whether dealing or plan, and quote registered number

This is sheet 1 of my Plan in 8 sheets.

PLAN OF SUBDIVISION OF LOT 1000 IN D.P. 848906.

~~Municipality~~/Shire ~~City~~ : SUTHERLAND Locality : CRONULLA

Parish : SUTHERLAND County : CUMBERLAND

Reduction Ratio 1: 600 Lengths are in metres

STRATA PLAN 50785

Registered: 11-9-1995

C.A.: N° STA 123/95 OF 31-8-1995

Purpose: STRATA PLAN

Ref. Map: U0930-84*

Last Plan: DP 848906

Y028WON

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE PROPRIETORS OF STRATA PLAN N° 50785
~~N° 8-18 KINGSWAY~~, N° 1 McDONALD STREET
CRONULLA 2230

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

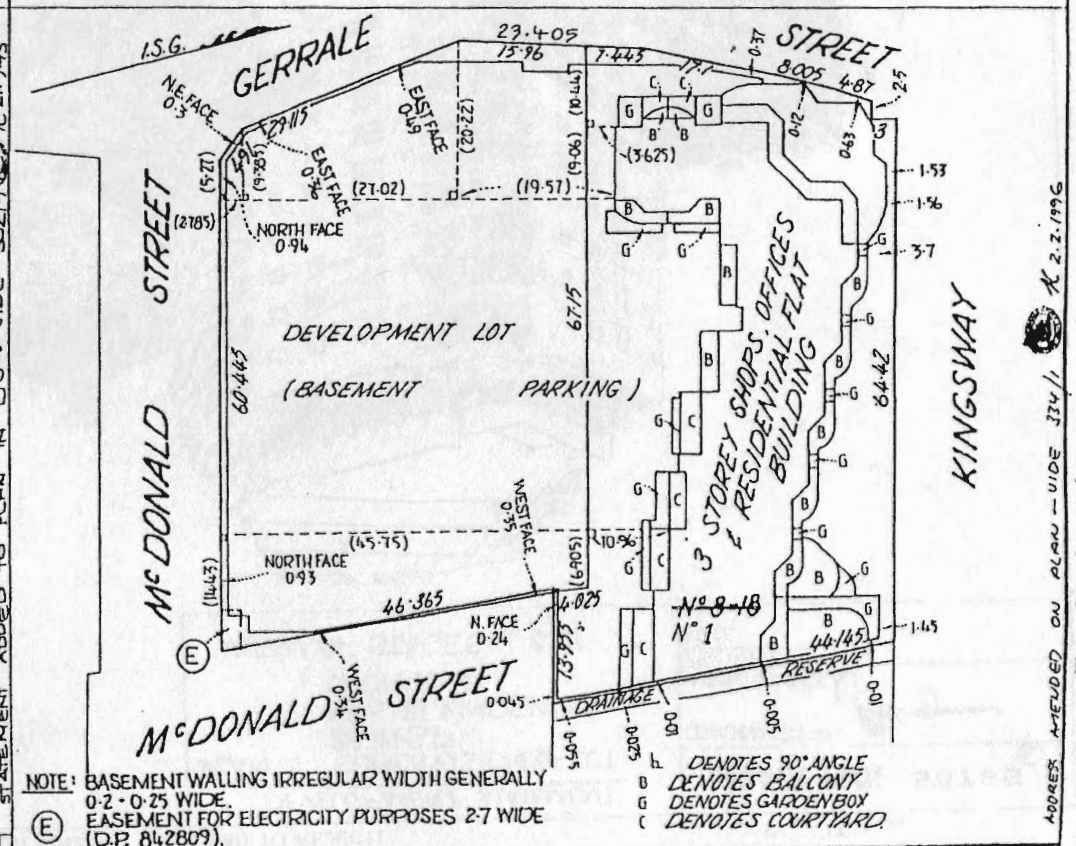
PURSUANT TO SEC 7(3) OF T(3) OF THE STRATA TITLES ACT 1973 & SEC 88B OF THE CONVEYANCING ACT 1919 ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT.

DIRECTOR DIRECTOR SECRETARY

IT IS INTENDED TO CRETO CREATE EXCLUSIVE USE BY-LAWS PURSUANT TO SEC. 58(EC. 58(7B).

STATEMENT ADDED TO PLAN IN LTO ~ VIDE 302/9 & 27.9.95



ADDRESS AMENDED ON PLAN — VIDE 334/1 & 2.2.1996

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 5239 SP1 (K)

Request: rp07jhb / Document: sp 0050785 PLAN / Revision: 05-Feb-1996 / Status: OK / Printed: 19-Jan-2000 16:30 / Images: 21

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 8 Sheets

STRATA PLAN 50785

*OFFICE USE ONLY

UNIT ENTITLEMENT SCHEDULE	
LOT Nº	UNIT ENTITLEMENT
1	78
2	85
3	95
4	91
5	96
6	73
7	74
8	74
9	74
10	74
11	73
12	125
13	44
14	44
15	75
16	78
17	78
18	79
19	78
20	76
21	112
22	49
23	50
24	50
25	50
26	100
27	100
28	7925
AGGREGATE	10000

Reduction Ratio 1:

Lengths are in metres

DFairlie
Registered Surveyor

STA.123/95
Council Clerk

SURVEYOR'S REFERENCE: 5239 SP1 (K)

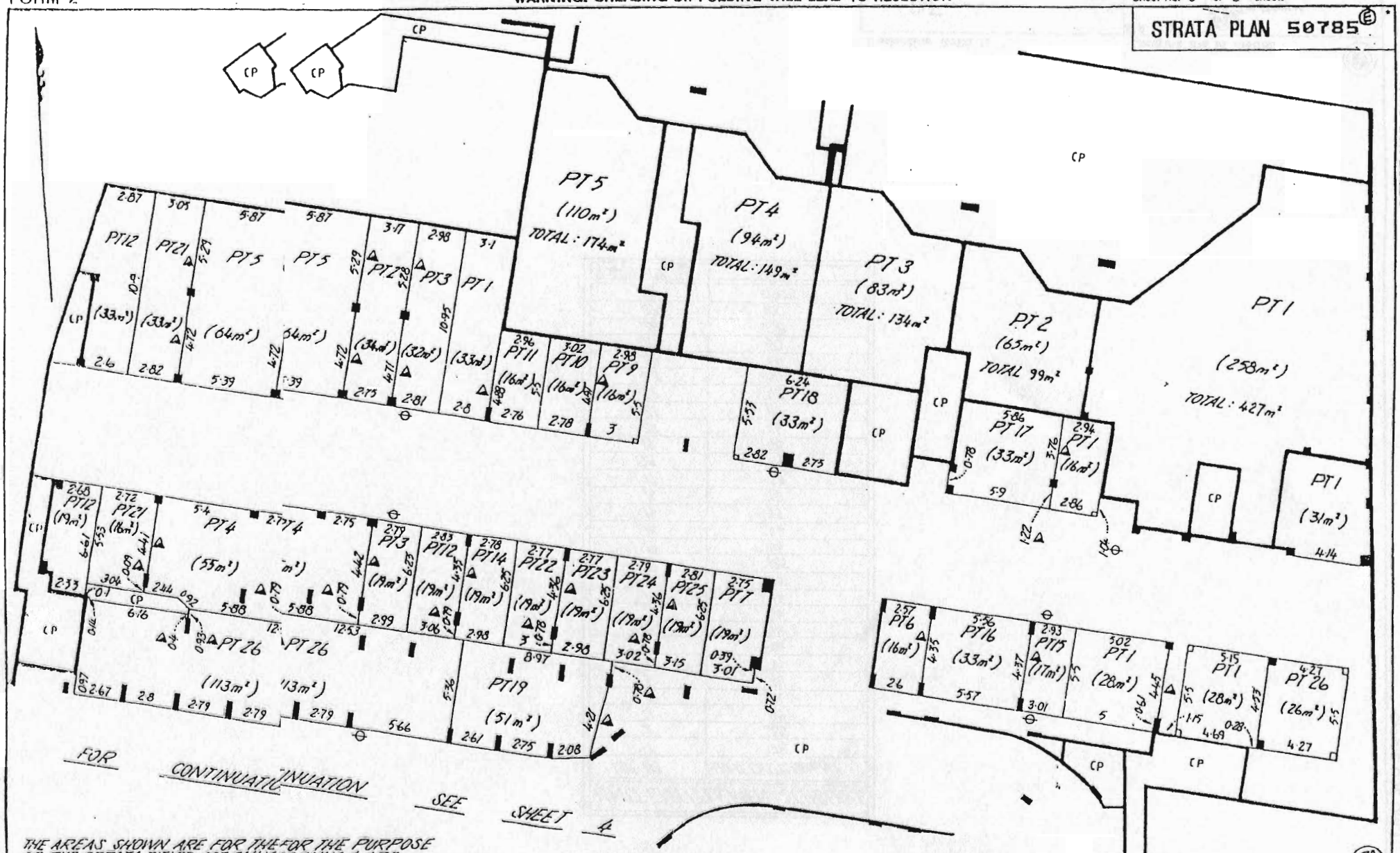
Request: rp07jhb / Document: sp 0050785 PLAN / Revision: 05-Feb-1996 / Status: OK / Printed: 19-Jan-2000 16:30 / Images: 21

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 8 Sheets

STRATA PLAN 50785



THE AREAS SHOWN ARE FOR THE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY :T ONLY & ARE APPROXIMATE.

CP DENOTES COMMON PROPERTY)PERTY

⊖ DENOTES LINE OF FACE OF COLUM OF COLUMN OR WALL

△ DENOTES FROM CENTRE OF ENDE OF END OF COLUMN

◪ DENOTES EXCLUSIVE USE BY-LAW

b. DENOTES 90° ANGLE

LEVEL 1

Reduction Ratio 1: 200

Lengths are in metres

DFairlie
Registered Surveyor

STA. 26/8/98

Council Clerk

SURVEYOR'S REFERENCE: 5239 SP1 (K)

*OFFICE USE ONLY

Request: rp07jbb / Document: sp 0050785 PLAN / Revision: 05-Feb-1996 / Status: OK. / Printed: 19-Jan-2000 16:30 / Images: 21

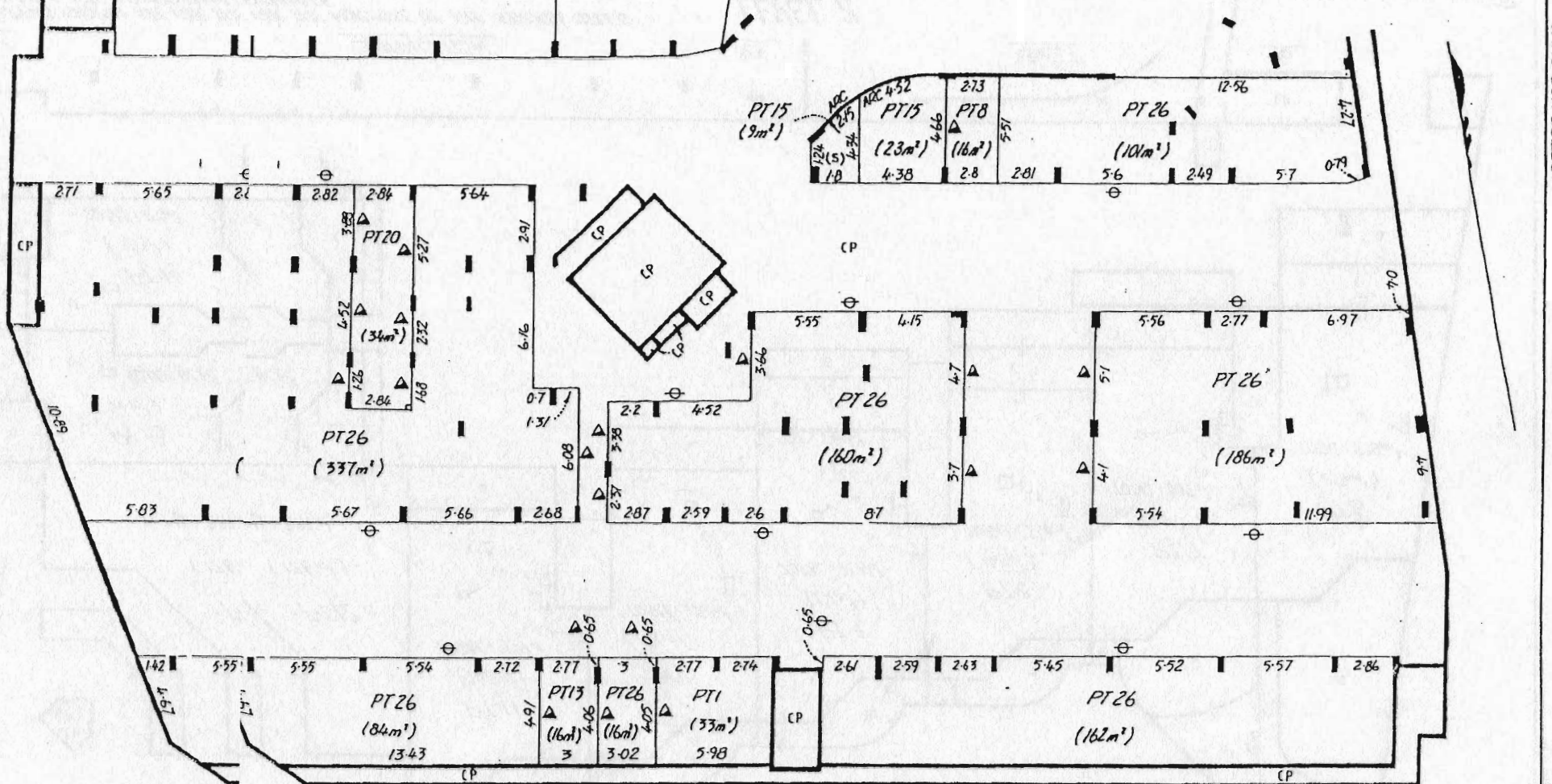
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 8 Sheets

STRATA PLAN 50785

FOR CONTINUATION SEE SHEET 3



THE AREAS SHOWN ARE FOR THE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ACT ONLY & ARE APPROXIMATE.

TOTAL AREA OF DEVELOPMENT LOT 26 :- 1185m²

CP DENOTES COMMON PROPERTY.
(S) DENOTES STORAGE AREA.

⌐ DENOTES 90° ANGLE
⊖ DENOTES LINE OF FACE OF COLUMN OR WALL
▲ DENOTES FROM CENTRE OF END OF COLUMN

LEVEL 1

Reduction Ratio 1: 200

Lengths are in metres

D Fairlie
Registered Surveyor

STA 123/95

Council Clerk

SURVEYOR'S REFERENCE: 5239 SP 1 (K)

*OFFICE USE ONLY

Request: rp07jhb / Document: sp 0050785 PLAN / Revision: 05-Feb-1996 / Status: OK / Printed: 19-Jan-2000 16:30 / Images: 21

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJEC .I

Sheet No. 5 of 8 Sheets

STRATA PLAN 50785

CP DENOTES COMMON PROPERTY

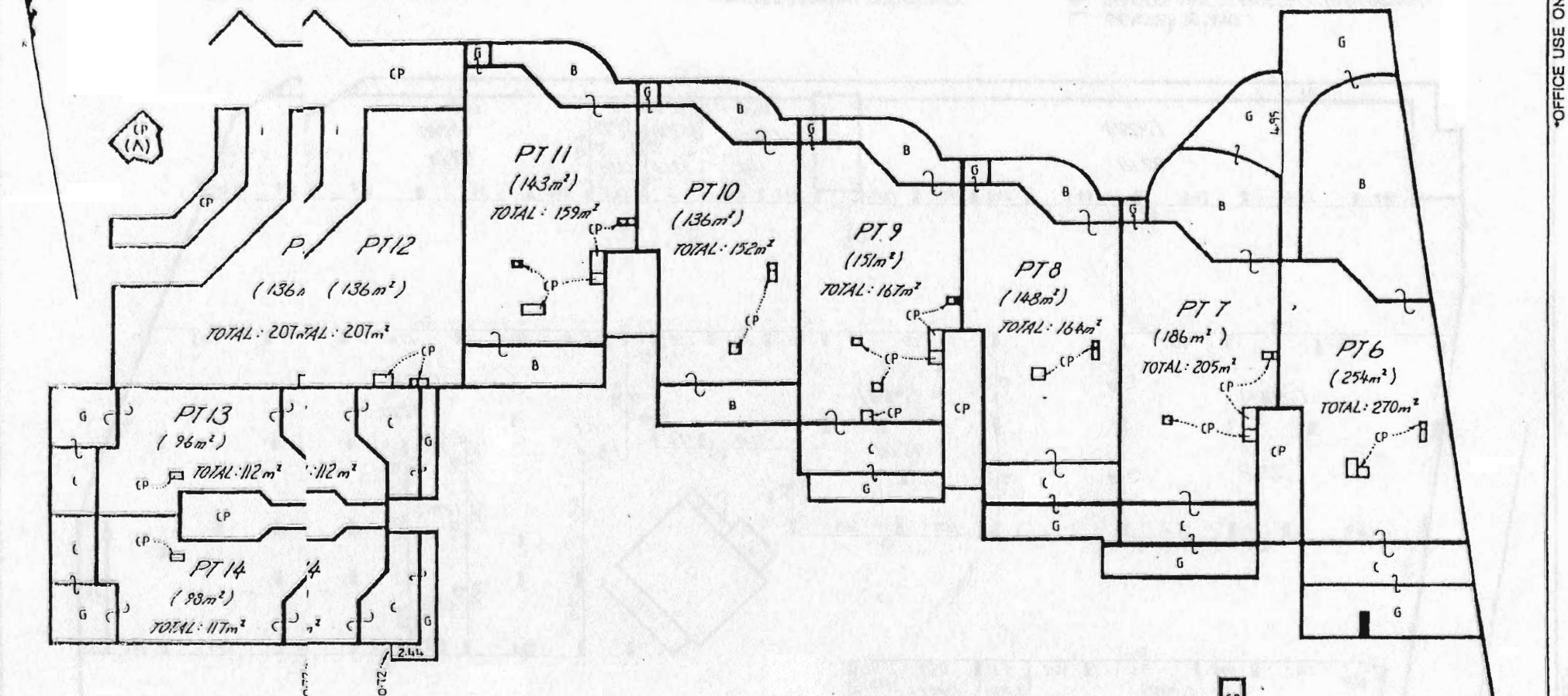
C DENOTES COURTYARD

B DENOTES BALCONY.

G DENOTES GARDEN BOX

DENOTES EXCLUSIVE USE BY-LAW

(A) DENOTES POSITIVE COVENANT.



FOR CONTINUATION SEE SHEET 6

LEVEL 2

THE AREAS SHOWN ARE FOR THE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY & ARE APPROXIMATEXIMATE.

BALCONIES WHERE NOT COVEREDDOVERED ARE LIMITED IN HEIGHT TO 2·5 ABOVE THE UPPER SURFACE OF THEIR R. THEIR RESPECTIVE FLOORS.

COURTYARDS & GARDEN BOXES ARDXES ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPEC RESPECTIVE CONCRETE FLOORS (EXCEPT WHERE COVERED).

Reduction Ratio 1: 200

Lengths are in metres

DFairlie
Registered Surveyor

SURVEYOR'S REFERENCE: 5239 SP 1 (K)

STA 12/6/95

Council Clerk

*OFFICE USE ONLY

Request: rp07jhb / Document: sp 0050785 PLAN / Revision: 05-Feb-1996 / Status: OK / Printed: 19-Jan-2000 16:31 / Images: 21

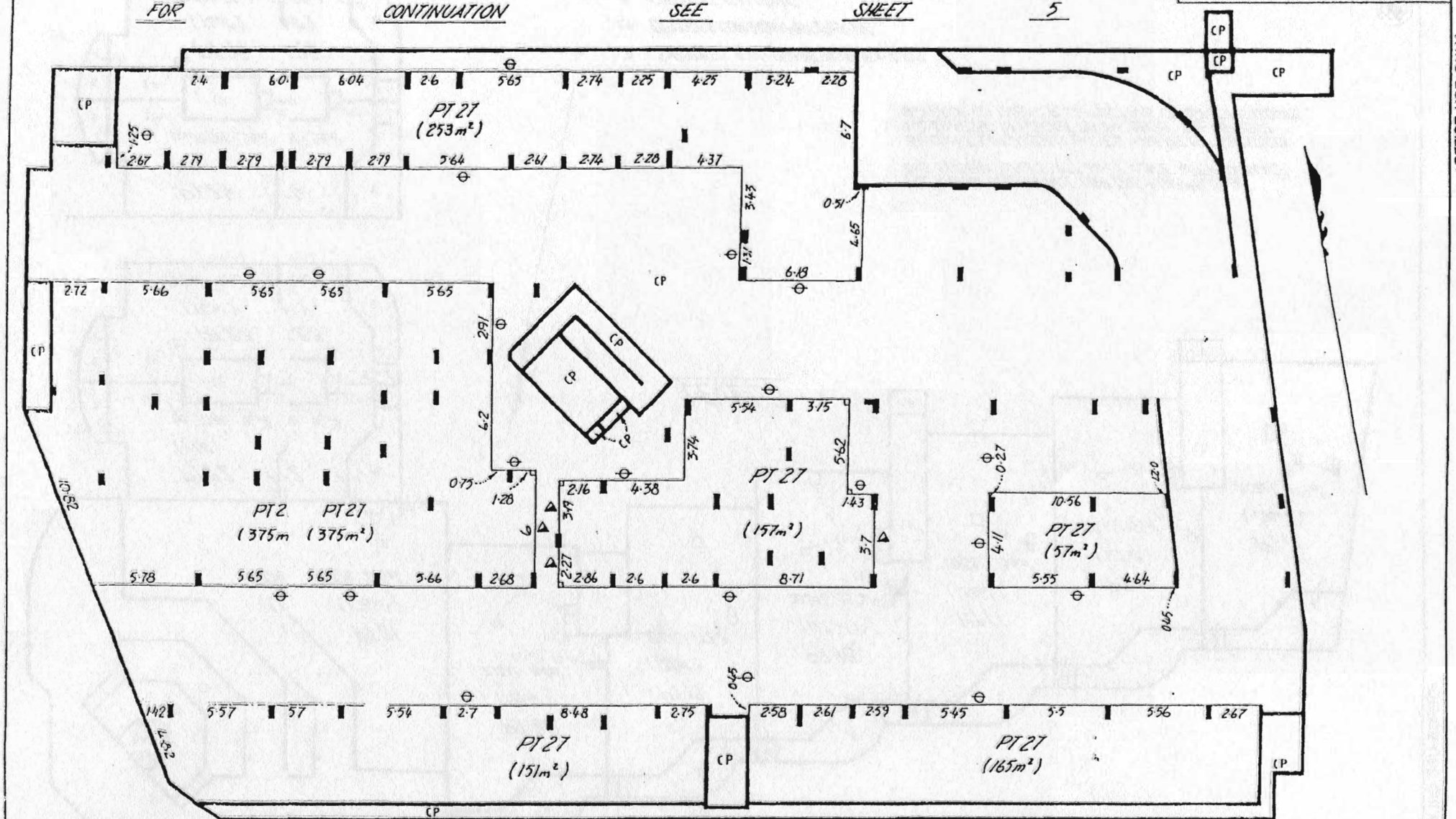
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJE. ON

Sheet No. 6 of 8 Sheets

STRATA PLAN 50785

FOR CONTINUATION SEE SHEET 5



THE AREAS SHOWN ARE FOR TITLE PURPOSE OF THE STRATA TITLES ACT ONLY & ARE APPROXIMATE.

TOTAL AREA OF DEVELOPMENT LOT 27:- 1158m²

LEVEL 2

CP DENOTES COMMON PROPERTY

⊖ DENOTES LINE OF FACE OF COLUMN OR WALL.

△ DENOTES FROM CENTRE OF END OF COLUMN

⌐ DENOTES 90° ANGLE

Reduction Ratio 1: 200

Lengths are in metres

DFairlie
Registered Surveyor

STA-125/95

Council Clerk

SURVEYOR'S REFERENCE: 5239 SP1 (R)

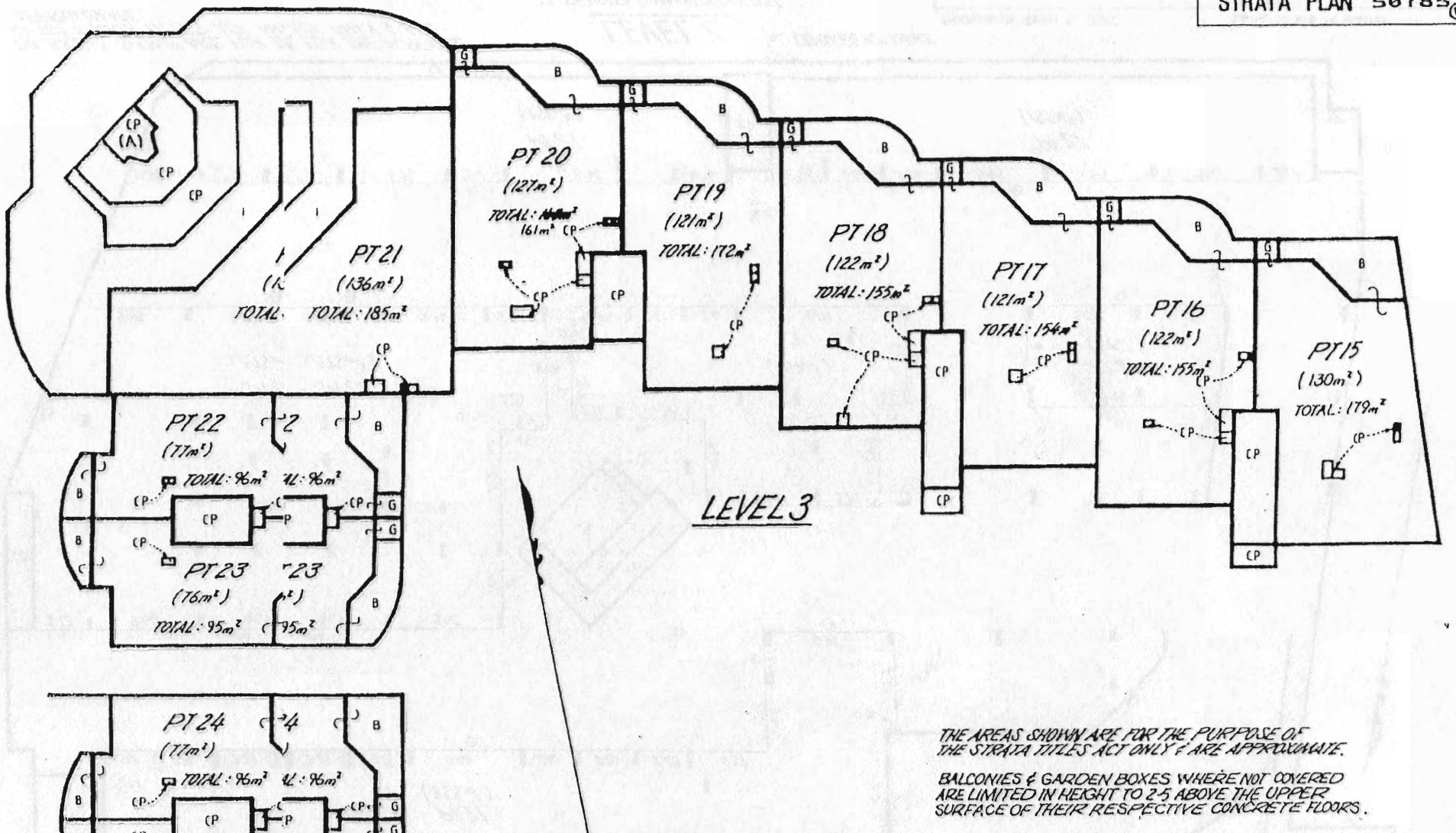
*OFFICE USE ONLY

Request: rp07jhb / Document: sp 0050785 PLAN / Revision: 05-Feb-1996 / Status: OK / Printed: 19-Jan-2000 16:31 / Images: 21

FORM 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet No. 7 of 8 Sheets

STRATA PLAN 50785 (E)

*OFFICE USE ONLY



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY & ARE APPROXIMATE.

BALCONIES & GARDEN BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

▨ DENOTES EXCLUSIVE USE BY-LAW

CP DENOTES COMMON PROPERTY.

B DENOTES BALCONY.

(A) DENOTES POSITIVE COVENANT.

Reduction Ratio 1: 200

Lengths are in metres

D Fairlie
Registered Surveyor

STA 123/95

Council Clerk

SURVL REFERENCE: 5239 SP 1 (K)

Request: rp07jhb / Document: sp 0050785 PLAN / Revision: 05-Feb-1996 / Status: OK / Printed: 19-Jan-2003 16:31 / Images: 21

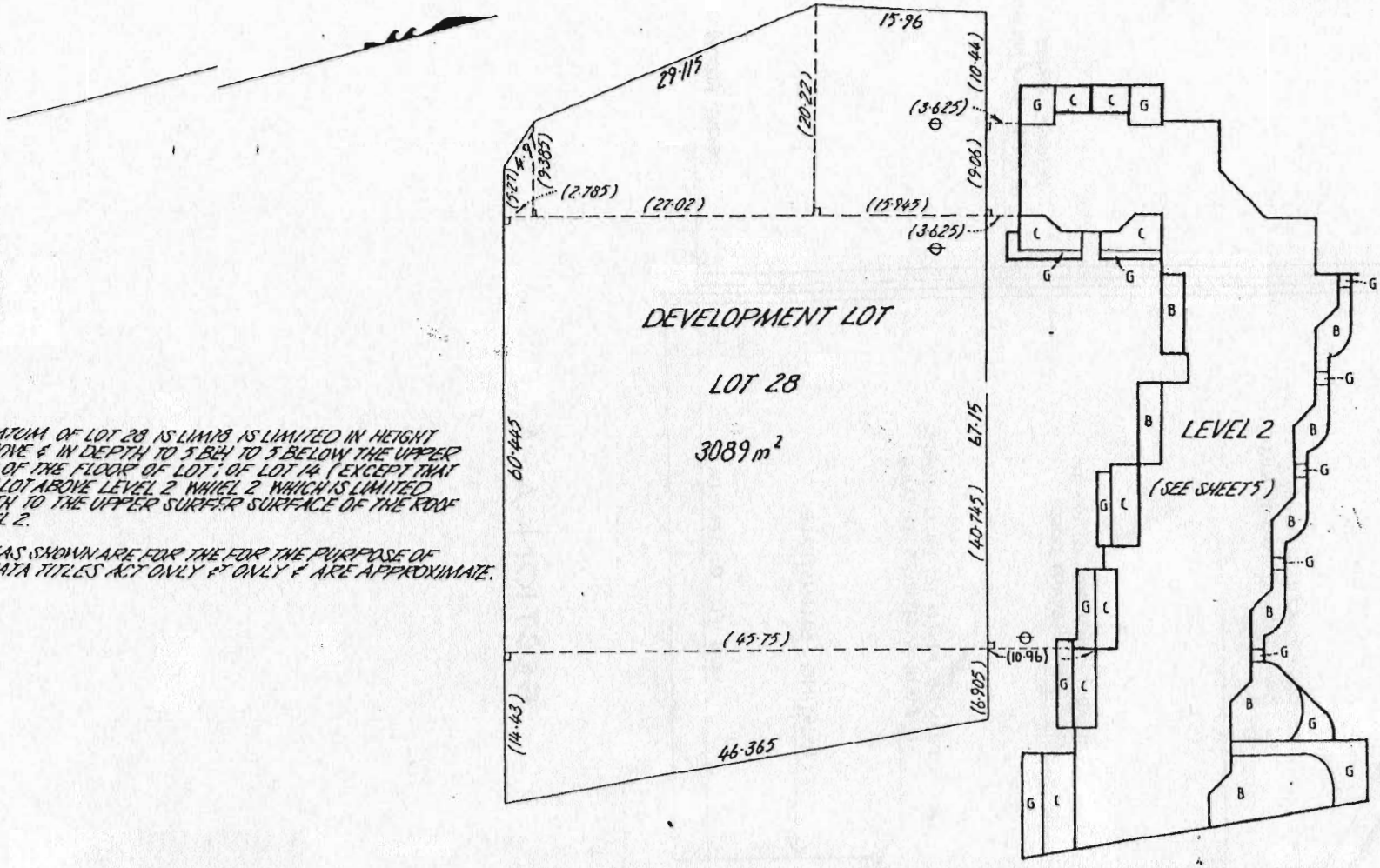
FORM 2

..ARNING: CREASING OR FOLDING WILL LEAD TO REJEC. JN

Sheet No. 8 of 8 Sheets

STRATA PLAN 50785

*OFFICE USE ONLY



THE STRATUM OF LOT 28 IS LIMITED IN HEIGHT TO 15 ABOVE & IN DEPTH TO 5 BELOW THE UPPER SURFACE OF THE FLOOR OF LOT 1 OF LOT 14 (EXCEPT THAT PART OF LOT ABOVE LEVEL 2 WHICH IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE ROOF OF LEVEL 2.

THE AREAS SHOWN ARE FOR THE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY & ONLY & ARE APPROXIMATE.

⊖ DENOTES LINE OF WALL PRODUCED

B DENOTES BALCONY

C DENOTES COURTYARD.

⌞ DENOTES 90° ANGLE

G DENOTES GARDEN BOX

Reduction Ratio 1: 400

Lengths are in metres

D Fairlie
Registered Surveyor

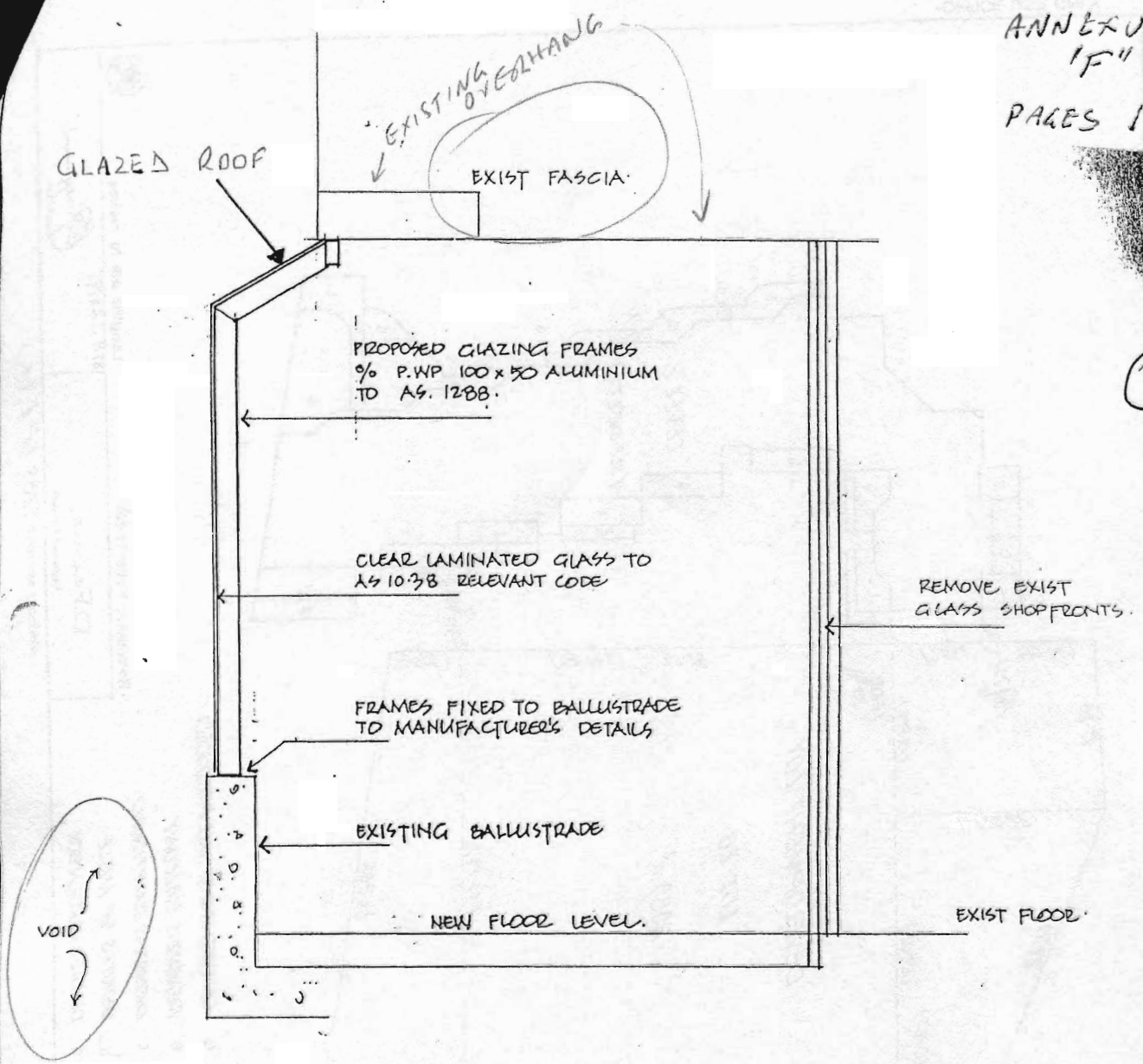
STA. 123/95

Council Clerk

SURVEYOR'S REFERENCE: 5239 SP 1 (K)

Request: rp07jhb / Document: sp 0050785 PLAN / Revision: 05-Feb-1996 / Status: OK / Printed: 19-Jan-2000 16:31 / Images: 21

ANNEXURE "F"
PAGES 1 & 3



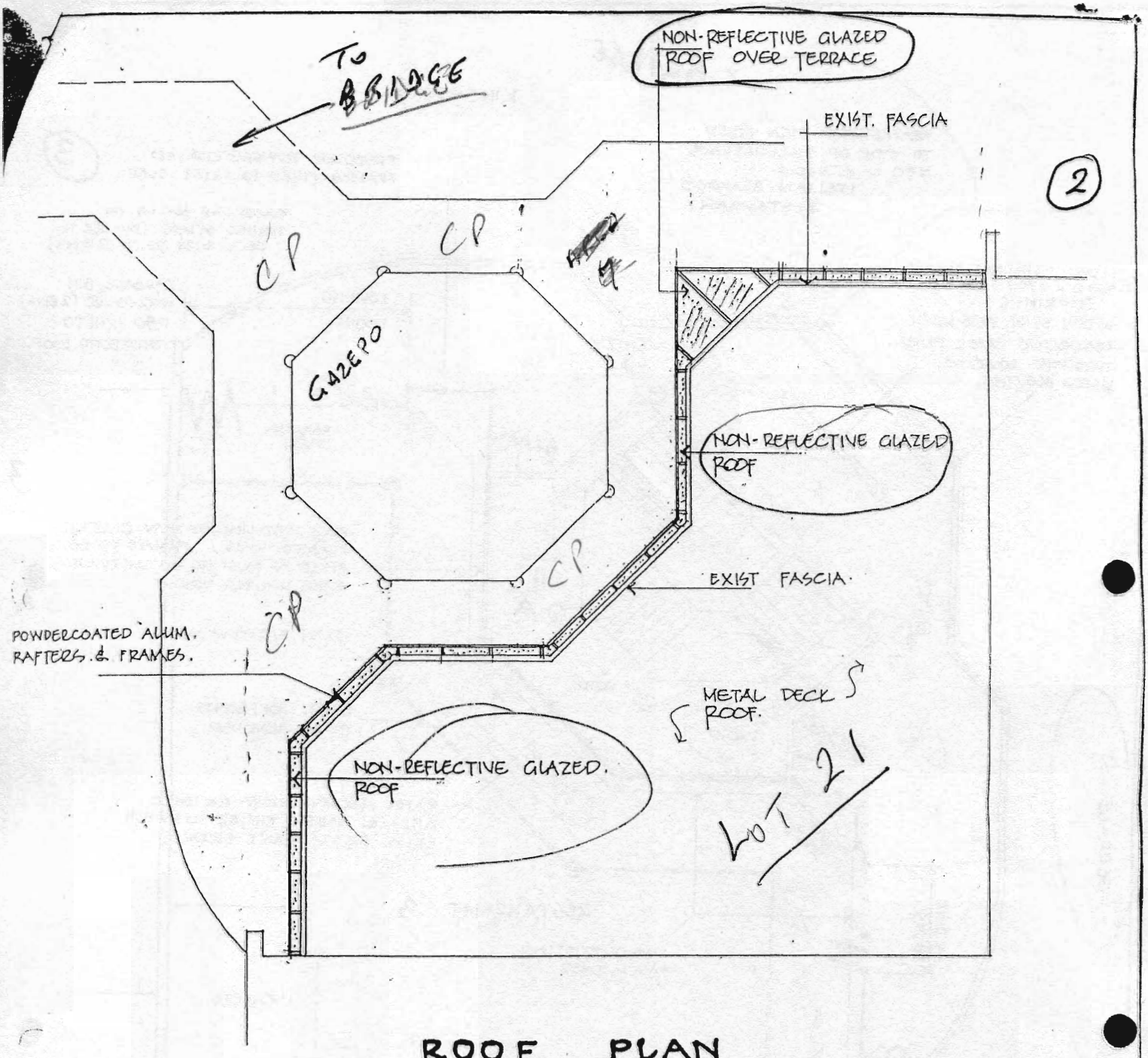
SECTION A-A

AMEND 'A'
12-8-97
SHEET REDRAWN.

6387/A3

JONES NICHOLSON
560 KINGSWAY MIRANDA 2228
PH. (02) 9540 3088

PROPOSED GLASS ROOF & GLAZING WALLS TO RESTAURANT 3 'LIPRINI'S'



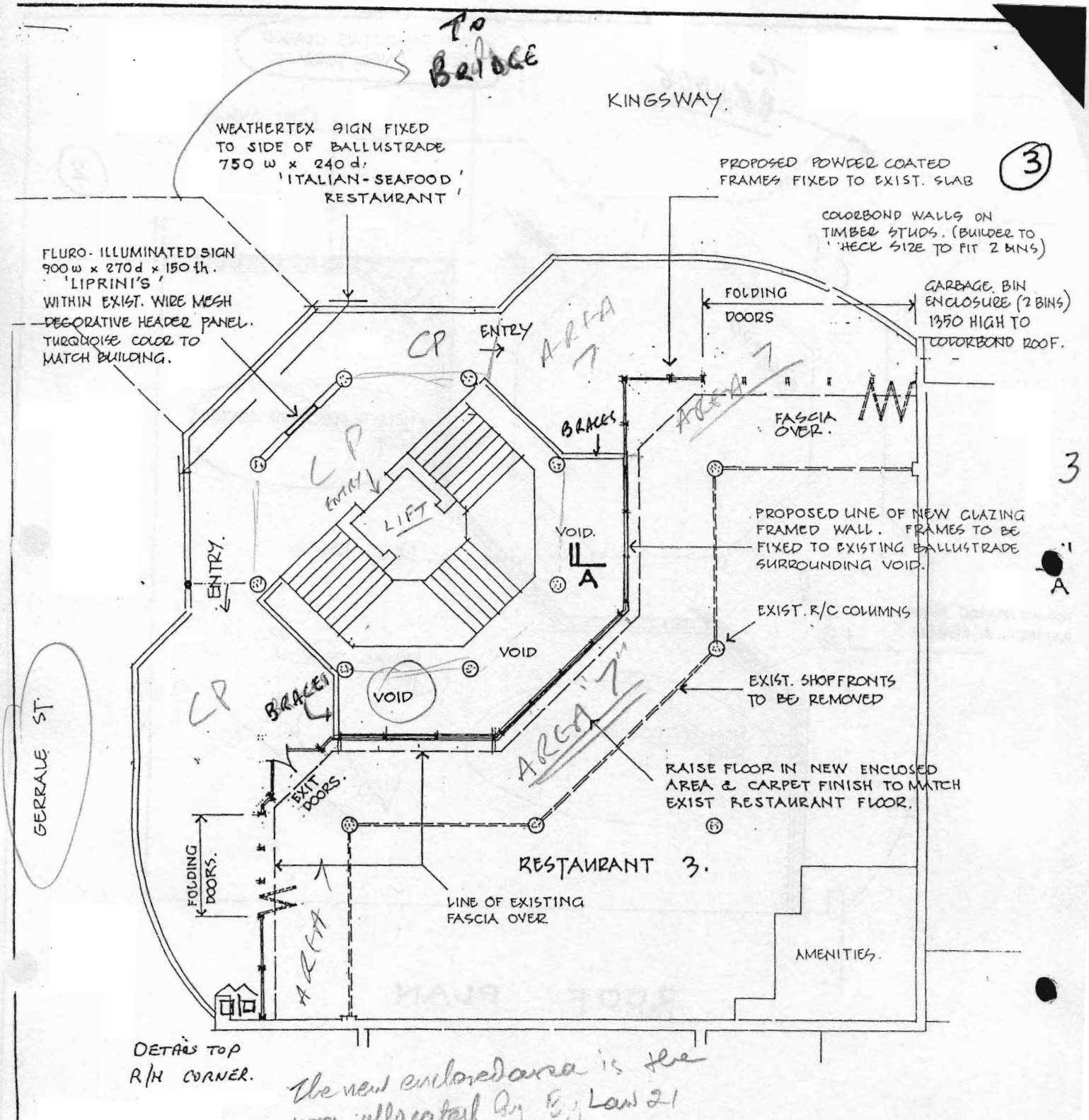
ROOF PLAN

AMEND 'A' 12-8-97 ROOF GLAZING REDESIGNED.

6387/A2

JONES HIGHLOSON 569 KINGSWAY MIRANDA 2228

PROPOSED GLASS ROOF & GLAZING



FLOOR PLAN

FLOOR PLAN

AMEND 'B' 1-9-97 BIN STORE ADDED. & SIGNAGE DETAILS SHOWN.

AMEND 'A' 12-8-97. GLAZING PANELS RELOCATED & PLAN AMENDED

6387/A

JONES 550 KINGSWAY MIRANDA 2228

PROPOSED GLASS ROOF & GLAZING

CONSUMER, TRADER & TENANCY TRIBUNAL
NOTICE OF ORDER

ANNEXURE "G" PAGES 1-5

File No: SCS 09/40324
(Quote in all enquiries)

(1)

Universal Finance Holdings Pty Ltd
C/-A & N Strata Management – attn: Tony Conides
PO BOX 355
ROUND CORNER NSW 2158

Application to the Tribunal concerning 1-3 McDonald Street CRONULLA NSW 2230 Australia

---

On 10-DEC-2009, the following orders were made:

1. I decline to make the orders sought and the application is dismissed.

Please read this information carefully

- **Display of the Order:** Within 72 hours of receiving this order the owners corporation must put a copy on the scheme notice board, unless the order states otherwise or if the by-laws do not require the owners corporation to maintain a notice board. It must stay there for 14 days. If there is no notice board the owners corporation must give a copy to each person shown on the strata roll.
- **Your Rights of Appeal:** If you wish to appeal against a dismissal of an application by an Adjudicator, you must lodge an appeal to the Tribunal within 21 days of the date the order takes effect. The date the order takes effect will vary. See s210 of the Strata Schemes Management Act 1996 and s99 of the Community Land Management Act 1989. An Appeal from any other order must also be lodged within 21 days of the date the order takes effect, although if sufficient cause is shown, time may be extended to 90 days. Section 81 of the Consumer, Trader and Tenancy Tribunal Act 2001 may also apply.
- An order of the Tribunal may be varied or revoked in certain limited circumstances. Such application may only be made with the approval of the Registrar within 28 days. Orders made by an Adjudicator may be clarified or time extended.
- The only right of appeal against an order of the Tribunal made at hearing is to the District Court on a point of law and must be made within 28 days from the date the order is made. In certain circumstances this time may be extended.
- **Penalty for Non-Compliance:** If an order is not complied with an application may be made to the Tribunal to impose a penalty up to $5,500.00.

More Information: If you need more information your rights and responsibilities or Mediation enquiries please contact Fair Trading Information Centre on 13 32 20.

L Johns
for the Registrar
10/12/09

(2)

CONSUMER, TRADER & TENANCY TRIBUNAL
Strata and Community Schemes Division

APPLICATION NO:	SCS 09/40324
STRATA SCHEME:	SP 50785
PREMISES:	1-3 McDonald Street, Cronulla NSW 2230
APPLICANT:	Owners Corporation SP 50785
RESPONDENTS:	1. Universal Finance Holdings Pty Ltd 2. Owners Corporation SP 50785
LEGISLATION:	*Strata Schemes Management Act* 1996
KEY WORDS	Common property; failure to keep in repair; lift tower; interpretation of Special By-Law; soffit

---

ORDERS

I decline to make the orders sought and the application is dismissed.

S F Smith
Strata Schemes Adjudicator

2 December 2009

2 December 2009

CONSUMER, TRADER & TENANCY TRIBUNAL
Strata and Community Schemes Division

(3)

REASONS FOR DECISION

APPLICATION NO: SCS 09 / 40324

APPLICATION

This application is brought by the Owners Corporation of a strata scheme which is a commercial development of 28 lots in suburban Cronulla. The application concerns painting of *'the lift tower soffit'* an area associated with a lift tower structure.

MEDIATION

Before there can be a formal strata adjudication, s.125 of the *Strata Schemes Management Act* (the Act) requires that there must have been at least an attempt at mediation of the dispute. The file indicates that a mediation session was conducted by the Office of Fair Trading on 13 May 2009 but was not successful in resolving the dispute.

POWERS UNDER THE ACT

The *Strata Schemes Management Act* (the Act) set out the circumstances in which an Adjudicator may make orders affecting strata schemes.

s.138 gives power to a Strata Adjudicator to:

> "make orders to settle a dispute about:...the by-laws of...or...in

s.138 gives power to a Strata Adjudicator to:

> "make orders to settle a dispute about:...the by-laws of...or...in relation to the operation...of a strata scheme".

It will be seen that the powers of Adjudicators to make orders in settlement of disputes are wide but they are not unlimited. In fact subsection (3) provides that orders are not to be made under s.138 if some other, more specific, power relating to the dispute is provided for in the Act.

Section 62 of the Act imposes an obligation on the Owners Corporation to keep the common property and is phrased thus:

> Section 62
>
> (1) An owners corporation must properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the owners corporation.
>
> (2) An owners corporation must renew or replace any fixtures or fittings comprised in the common property and any personal property vested in the owners corporation.

However in this case the assertion is that a Special By-Law in force with respect to the strata scheme requires the Respondent to attend to lift tower maintenance including painting.

I am satisfied that I have jurisdiction under s.138 and that any decision made on the dispute will be binding on the parties.

SUBMISSIONS AND EVIDENCE

The application was made by the strata manager and is in the standard form. It nominates Universal Finance Holdings Pty Ltd as the Respondent. It is assumed (and no where disputed) that Universal is the owner of lot 21. The application attaches various other documents in support of the orders sought. They include copies of correspondence and minutes as well as a copy of the relevant Special By-Law.

Following receipt of the application, as required by s.135, the Registrar called for submissions from all interested parties, in this case the Respondent. A submission was received on behalf of Universal under the hand of Mr Paul Kavalas *'as owner of lot 21'*. It sets out a lengthy written submission and enclosed a copy of the strata plan together with some photos. No material in reply was received from the Owners Corporation.

received from the Owners Corporation.

ANALYSIS

On one level this matter appears to be a question of the true construction of a Special By-Law. It seems that the Respondent does not dispute its obligation to paint and keep in repair the lift tower soffit. Indeed it states that it does that. The Respondent correctly identifies the soffit as *'the under side of a structural component of a building'*. In a dwelling house the surface under the eaves is properly referred to as a soffit, often pronounced *'sof-feet'*. Photos P, Q and

R supplied by the Respondent identify those parts of the structure which might be called soffits and assert that they do not need to be painted. The photos supplied show some parts of the building works which appear to be in need of painting but the soffits as identified do not seem to be among them.

Part of the Respondent's submission mention other parts of the roof structure, an elaborate glass and steel gazebo, which might be caught by the by-law. The Special By-Law is not well drafted and there are latent and patent ambiguities. However, the fine detail of what is covered by Special By-Law 2 is not taken up by the Applicant.

CONCLUSION

It seems possible that the Applicant is at cross purposes with the Respondent as to which parts of the structure are correctly described as soffits and in need of painting. From what I can see no soffit is in need of painting. Moreover, the Respondent does not in general deny its responsibility for the lift tower. The Applicant could have inspected the Respondent's submission and amended its application if appropriate. However, that did not happen and I must consider the application as filed.

ORDERS

I decline to make the orders sought and the application is dismissed.

S F Smith
Strata Schemes Adjudicator

2 December 2009

STM | STRATA TITLE MANAGEMENT
www.stratatitle.com.au

ANNEXURE "H" PAGES 1-10

(1)

SPECIAL BY-LAW 1

SPECIAL BY-LAW 2

EY CENTRAL	SYDNEY	TWEED HEADS	GOLD COAST	BALLINA
ox 7 ber. NSW 2012	PO Box 2727 Taren Point NSW 2229	PO Box 134 Tweed Heads NSW 2485	PO Box 7503 GCMC 9726 QLD	PO Box 419 Ballina NSW 2478
9266 2600 / 1300 302 708 9266 2699 / 1300 302 709	t: (02) 9540 4199 f: (02) 9540 3943	t: (07) 5536 2100 f: (07) 5536 7694	t: (07) 5526 7888 f: (07) 5526 7855	t: (02) 6686 2911 f: (02) 6686 2234
ycbd@stratatitle.com.au	sydney@stratatitle.com.au	tweedheads@stratatitle.com.au	goldcoast@stratatitle.com.au	ballina@stratatitle.com.a

	f: (02) 9540 3943	f: (07) 5536 7694	f: (07) 5526 7855	t: (02) 6686 2911 f: (02) 6686 2234
ycbd@stratatitle.com.au	sydney@stratatitle.com.au	tweedheads@stratatitle.com.au	goldcoast@stratatitle.com.au	ballina@stratatitle.com.a

Req:R551606 /Doc:DL AA096463 /Rev:28-Oct-2003 /Sts:SC.OK/Prt:29-Oct-2003 16:45 /Pgs:9
/Ref:2003102900037594 50785 /Src:z

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AA96463P

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE — For the common property
CP/SP 50785

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
495R	BY-LAW EXPRESS GPO BOX 751 SYDNEY NSW 2001 PHONE: 9252 0107 Reference (optional):	CB

(C) The Owners-Strata Plan No 50785 certify that pursuant to a resolution passed on 02 May 2003 and in accordance with the provisions of

(D) section 52 Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
Added by-law No Special 1 & 2
Amended by-law No NOT APPLICABLE
as fully set out below.

(See annexure hereto)

2

The common seal of the Owners-Strata Plan No 50785 was affixed on 30th SEPTEMBER 2003 in the presence of—

THE PROPRIETORS OF STRATA PLAN No. 50785 Common Seal

Signature(s):

Name(s): RICHARD T HOLLOWAY

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996
I certify that _____ has approved the change of by-laws set out herein.
Signature of authorised officer:

Name and position of authorised officer:

Req:R051606 /Doc:DL AA096463 /Rev:28-Oct-2003 /Sts:SC.OK/Prt:29-Oct-2003 16:45 /Pgs:9
/Ref:2003102900037594 50785 /Src:z

STRATA SCHEME NO 50785
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 1 .

On the conditions set out in this by-law, the owner for the time being of Shop 2, Lot 4 SP50785 ("the owner") shall have a special privilege in respect of the common property to maintain:

(3)

i. Air conditioning motor and equipment ("the equipment") by attaching it to and through the common property wall on the southern side of the rear wall of the said Lot 4 at least 1.2 metres above the concrete floor adjacent to that wall;

ii. Electrical circuitry, gas and air lines for the operation of the equipment for the purpose of the air conditioning of the said Lot 4;

iii. Any necessary ducting in the ceiling of the said Lot 4;

iv. All variations to service lines affecting the said Lot 4 including, without limitation, electricity, sewerage and plumbing lines.

The alterations and additions are herein referred to as "the works".

Conditions

1. The owner must maintain the works in a state of good and serviceable repair and must renew and replace the works or any part thereof whenever necessary and the opinion of the Owners Corporation in this respect shall be binding on the owner;

2. The owner must furnish the Owners Corporation with a copy of any requisite approval for the works from the local Council, comply with its requirements concerning the works inclusive of noise control and the disposal of condensation or other liquids from the works;

3. The owner must indemnify the Owners Corporation against all liability or expense that would have been incurred if the works had not been installed;

4. In the event that the owner removes the equipment, the owner shall restore to its original condition the wall and any other part of the common property altered for the works;

THIS is page 2 of a total of 9 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 50785.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 30 day of October 2003 in the presence of

Names: RICHARD T HOWARD

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN NO. 50785 Common Seal

Rnq:RD661606 /Doc:DL AA096463 /Rev:28-Oct-2003 /Sts:SC.OK/Prt:29-Oct-2003 16:45 /Pgs:9
/Ref:2003102900037594 50785 /Src:z

(4)

5. The owner must pay any expense incurred by the Owners Corporation in or about making and registering this by-law.

SPECIAL BY-LAW 2 - USE OF COMMON PROPERTY BY LOT 21

A. Definitions

i. In this by-law, the following terms are defined to mean:

"Elevator" means the common property elevator adjacent to the north western boundary of Lot 21.

"Elevator tower" means the structure housing the Elevator (including the walls, surrounding stairs and roof) adjacent to the north western boundary of Lot 21.

"Exhaust System" means the exhaust system installed on the Roof pursuant to the licence dated 1 September 1997 and servicing Lot 21.

"Glazing Works" means the works undertaken by the Owner to install the glazing (including all ancillary structures) depicted on the plans and drawings of Jones Nicholson Pty Limited numbered 6387/A1, 6387/A2 and 6387/A1/3 and attached to the minutes of the meeting at which this by-law was passed.

"Owner" means each of the owners of Lot 21.

"Roof" means the common property above Lot 21.

ii. Where any terms used in this by-law are defined in the Strata Schemes Management act 1996, they will have the same meaning as those words are attributed under that Act.

B. Rights

Subject to the conditions in paragraph C of this by-law, the Owner will have for the Term:

(a) special privilege in respect of the common property to erect and keep the Glazing Works to and on the common property; and

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 30 day of October 2003 in the presence of

Names: RICHARD J HOLDWAY

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN No. 50785 Common Seal

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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/Ref:2003102900037594 50785 /Src:z

(5)

(b) the exclusive use of those parts of the common property occupied by the Glazing Works;

(c) a special privilege in respect of the Roof to install and maintain the Exhaust System.

C. Conditions

Maintenance of Glazing Works

i. The Owner must properly maintain and keep the common property to and on which the Glazing Works are erected or attached in a state of good and serviceable repair.

ii. The Owner must properly maintain and keep the Glazing Works in a state of good and serviceable repair and must replace the Glazing Works as required from time to time.

iii. The Owner must properly maintain and keep the Elevator in a state of good and serviceable repair and this obligation includes indemnifying the Owners Corporation for the costs and charges under the Elevator maintenance contracts that the Owners Corporation has entered into until Sutherland Shire Council agrees that the terms of the Development Application in relation to the construction of the bridge over Gerrale Street are complied with and the bridge is constructed and commissioned.

Section to be removed

iv. The Owner must properly maintain and keep the Elevator Tower in a state of good and serviceable repair until Sutherland Shire Council agrees that the terms of the Development Application in relation to the construction of the bridge over Gerrale Street are complied with and the bridge is constructed and commissioned.

Section to be removed

Maintenance of Exhaust System

v. The Owner must properly maintain and keep the common property to and on which the Exhaust System is erected or attached in a state of good and serviceable repair.

vi. The Owner must properly maintain and keep the Exhaust System in a state of good and serviceable repair and must replace the Exhaust System as required from time to time.

Maintain, clean, extend system

THIS is page 4 of a total of 9 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 50785.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 30 day of September 2003 in the presence of

Names: RICHARD T HOLLOWAY

Signatures: .....

.....

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN NO. 50785 Common Seal

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

6

vii. The Owner must comply with the terms of the licence dated 1 September 1997.

Documentation

viii. Before commencing the Glazing Works the Owner must submit to the Owners Corporation the following documents relating to the Glazing Works:

(a) plans and drawings;
(b) specifications;
(c) structural diagrams; and
(d) any other document reasonably required by the Owners Corporation.

ix. After completing the Glazing Works the Owner must deliver to the Owners Corporation the following documents relating to the Glazing Works:

(a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Glazing Works and the building; and

(b) any other document reasonably required by the Owners Corporation.

Approvals

x. Before commencing the Glazing Works the Owner must obtain approval for the performance of the Glazing Works from:

(a) the engineer nominated by the Owners Corporation;
(b) the relevant consent authority under the Environmental Planning and Assessment Act; and
(c) any other relevant statutory authority whose requirements apply to the Glazing Works.

Insurance

xi. Before commencing the Glazing Works the Owner must effect the following insurances in the joint names of the Owner and Owners Corporation:

(a) contractors all works insurance;
(b) insurance required under the Home Building act 1989;
(c) workers compensation insurance; and
(d) public liability insurance in the amount of $10,000,000.

THIS is page 5 of a total of 9 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 50785.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 30th day of October 2003 in the presence of

Names: Richard T Heaney

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN NO. 50785 Common Seal

Management Act 1996 to attest the affixing of the seal.

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/Ref:2003102900637594 50785 /Src:z

(7)

Performance of the Works

xii. In performing the Glazing Works, the Owner must:

(a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;

(b) protect all areas of the building outside Lot 21 from damage by the Glazing Works or the transportation of construction materials, equipment, debris the manner reasonably acceptable to the Owners Corporation;

(c) keep all areas of the building outside Lot 21 clean and tidy throughout the performance of the Glazing Works;

(d) only perform the Glazing Works at the times approved by the Owners Corporation;

(e) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;

(f) remove all debris resulting from the Glazing Works immediately from the building; and

(g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Glazing Works.

Liability

xiii. The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Glazing Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

xiv. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 50785 was affixed on the 30th day of January 2003 in the presence of

Names: Richard T Holcomb

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN NO. 50785 Common Seal

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/Ref:2003102900037594 50785 /Src:z

(8)

replacement of the Glazing Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Performance of Works

xv. In performing the Glazing Works, the Owner must:

(a) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;

(b) obtain the prior approval of all relevant statutory authorities to the performance of the Glazing Works;

(c) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Glazing Works.

Cost of Works

xvi. The Glazing Works must be undertaken at the cost of the Owner.

Liability

xvii. The Owner will be liable for any damage caused to any part of the building as a result of the Glazing Works and will make good that damage immediately after it has occurred.

Costs of By-Law, Approvals and Certification

xviii. The Owner will indemnify the Owners Corporation for all of the following costs incurred by the Owners Corporation and will pay those amounts to the Owners Corporation when requested:

(a) the costs of considering and making this by-law;
(b) the costs of considering, approving and certifying the Glazing Works; and
(c) the costs of repealing this by-law after the expiry of the Term.

xix. The Owner will indemnify the Owners Corporation for all of the costs of considering and making this by-law, approving any plans, drawings and other documents or obtaining certification of the Glazing Works or common property

THIS is page 7 of a total of 9 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 50785.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 30 day of January 2003 in the presence of

Names: RICHARD V HOLLOWAY

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN No. 50785 Common Seal

Management Act 1996 to attest the affixing of the seal.

areas resulting from the works incurred by the Owners Corporation (including legal costs) and will pay those amounts to the Owners Corporation when requested.

(9)

Licensed Contractor

xx. The Glazing Works shall be done:

(a) in a proper and workmanlike manner and by duly licensed contractors; and

(b) in accordance with the drawings and specifications (if any) approved by the local Council and Owners Corporation.

Statutory Directions

xxi. In performing the Glazing Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the proprietor's servants, agents and contractors.

Clean Common Property

xxii. Any area of common property used for or in relation to the works shall be maintained in a clean and tidy state by the proprietor while the Glazing Works are being done.

Completion Certificate

xxiii. Upon completion of the Glazing Works (being defined as when the Owner's contractor issues a certificate of practical completion to the Owner, which certificate the Owner must request from the contractor, and a copy of which certificate the Owner must immediately give to the Owners Corporation) the Owner shall provide the Owners Corporation with the following certificates:

(a) the certificate of a duly qualified engineer addressed to the Owners Corporation to the effect that the Glazing Works had been performed in a manner and are adequate to preserve the building against any structural unsoundness as a direct or indirect result of the Glazing Works and that the Glazing Works comply with the Building Code of Australia; and

THIS is page 8 of a total of 9 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 50785.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 30th **day of** November **2003 in the presence of**

Names: Richard J Hancock

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS OF STRATA PLAN No 50785 Common Seal

10

(b) the certificate of the local Council that the local Council has inspected the Glazing Works and has approved the Glazing Works and the Glazing Works comply with the local Council's requirements.

xxiv. The Owner shall comply with all directions of the engineer and the local Council required in obtaining these certificates.

Owners Fixtures

xxv. The Glazing Works shall remain the Owner's fixtures.

xxvi. The Owner shall maintain them in a state of good and serviceable repair and for this purpose shall renew and replace whenever necessary;

Right to Remedy Default

xxvii. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;
(b) enter upon any part of the parcel to carry out that work; and
(c) recover the costs of carrying out that work from the Owner.

THIS is page 9 of a total of 9 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 50785.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 50785 was affixed on the 30 day of September 2003 in the presence of

Names: Richard T Hewlett

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

20-0610

LPI

OFFICE USE ONLY

S.P. 50785

SHEET 1

SHEET / OF 6 SHEETS

INSTRUMENT SETTING OUT TERMS OF A BY-LAW TO BE CREATED PURSUANT TO SECTION 58(7B) OF THE STRATA TITLES ACT 1973

ANNEXURE C
"J"
PAGES 1-6

(A) **PLAN** .....

.....

(1)

(B) **REGISTERED PROPRIETOR** ~~WALKER CONSOLIDATED INVESTMENTS PTY LIMITED~~

WALKER CORPORATION LIMITED (ACN 001 022 117)

(C) **BY-LAW NUMBER AND TERMS**

See Annexure "A" attached.

THE COMMON SEAL of
WALKER CORPORATION
~~THE COMMON SEAL of WALKER CONSOLIDATED INVESTMENTS PTY~~
LIMITED (ACN 001 022 117) is affixed in accordance with its articles of association in the presence of:

WALKER CORPORATION LIMITED
Common Seal
A.C.N. 001 022 117

.....
Signature of authorised person

DIRECTOR
Office held

PETER JAMES DRANSFIELD
Name of authorised person (block letters)

.....
Signature of authorised person

SECRETARY/DIRECTOR
Office held

BRIAN CARL WEINERT
Name of authorised person (block letters)

(D) ~~Signed in my presence by the Registered Proprietor who is personally known to me~~

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

METWAY BANK LIMITED A.C.N. 010 831 722
THE MORTGAGEE OF THE LAND DESCRIBED HEREBY CONSENTS TO THIS INSTRUMENT

METWAY BANK LIMITED A.C.N. 010 831 722 BY ITS ATTORNEY LEVEL II UNDER POWER OF ATTORNEY BOOK 3859 NUMBER 372

Registered Proprietor

DAVID WILLIAM TINDALL

KAREN STEWART

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

ef: /src:a

50785

ANNEXURE "A" SHEET 2 OF 6 SHEETS

(2)

INSTRUMENT SETTING OUT TERMS OF A BY-LAW TO BE CREATED

PURSUANT TO SECTION 58 (7B) OF THE STRATA TITLES ACT 1973

Special By-Law 1

The proprietor for the time being of the lots the numbers of which appear in the first column of the Schedule to this by-law and their successors in title and persons authorised by those proprietors ("Authorised Users") are entitled to exclusive use and enjoyment of the common property the designation of which areas in the second column of the Schedule opposite the respective lot number and which appears are identified on the strata plan (each such respective area being referred to as "Open Area" in this by-law) for the purpose of placing and maintaining on the Open Area tables and chairs to be used by members of the public for the consumption of food or beverages purchased from the occupant of the lots on the following terms and conditions:

a) each such proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and the cleaning of the relevant Open Area (so that it remain clean and tidy at all times) but excluding any maintenance or repair of a structural nature;

b) Authorised Users must obtain the consent of Sutherland Council (and comply with the conditions of any such consent) to use of the Open Area permitted by this by-law;

c) Authorised Users must remove the tables, chairs and any other items placed on the Open Area:

   i) at the close of business each day (and may replace them at the commencement of business the next day); or

   ii) for the period required by the body corporate in discharging its duties under the Act;

d) this by-law while it remains in force, continues to operate for the benefit of, and (subject to section 70(3) of the Act) is binding on, Authorised Users; and

e) each Authorised User shall indemnify and keep indemnified the body corporate from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the body corporate or for which the body corporate may become liable in respect of or arising

e) each Authorised User shall indemnify and keep indemnified the body corporate from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the body corporate or for which the body corporate may become liable in respect of or arising from the negligent of careless and unauthorised use, misuse, waste or abuse by the proprietor or occupier of the lot or any person authorised or permitted by him or them

SP 50785

INSTRUMENT SETTING OUT TERMS OF A BY-LAW TO BE CREATED

PURSUANT TO SECTION 58 (7B) OF THE STRATA TITLES ACT 1973

(3)

arising out of the exercise of the rights conferred by this by-law or use of the Open Area arising from any loss, damage, death or injury from any cause whatsoever to the common property or to any party or person within or without the Open Area occasioned or contributed to by any act, omission, neglect, breach of the proprietor or occupier of the lot benefited, any contractor, sub-contractor, employee, person authorised or permitted by him or any other person upon the Open Area in pursuance of the rights hereby granted.

SCHEDULE

First Column **Lot Numbers**	**Second Column** **Common Property Areas** **Open Area**
1	1
2	2
3	3
4	4
5	5
12	6
21	7

THE COMMON SEAL OF WALKER CORPORATION LIMITED(ACN 001 022 117) is affixed in accordance with its articles of association in the presence of:

WALKER CORPORATION LIMITED Common Seal A.C.N. 001 022 117

.....
Signature of authorised person

DIRECTOR
.....
Office held

.....
Office held

PETER JAMES DRANSFIELD
.....
Name of authorised person
(block letters)

METWAY BANK LIMITED A.C.N. 010 831 722
THE MORTGAGEE OF THE LAND WITHIN DESCRIBED HEREBY CONSENTS TO THIS INSTRUMENT.

.....
Signature of authorised person

DIRECTOR/SECRETARY
.....
Office held

.....
Office held

BRIAN CARL WIEMERS
.....
Name of authorised person
(block letters)

METWAY BANK LIMITED A.C.N. 010 831 722 BY ITS ATTORNEY LEVEL II UNDER POWER OF ATTORNEY BOOK 3859 NUMBER 372

DAVID WILLIAM TINDALL

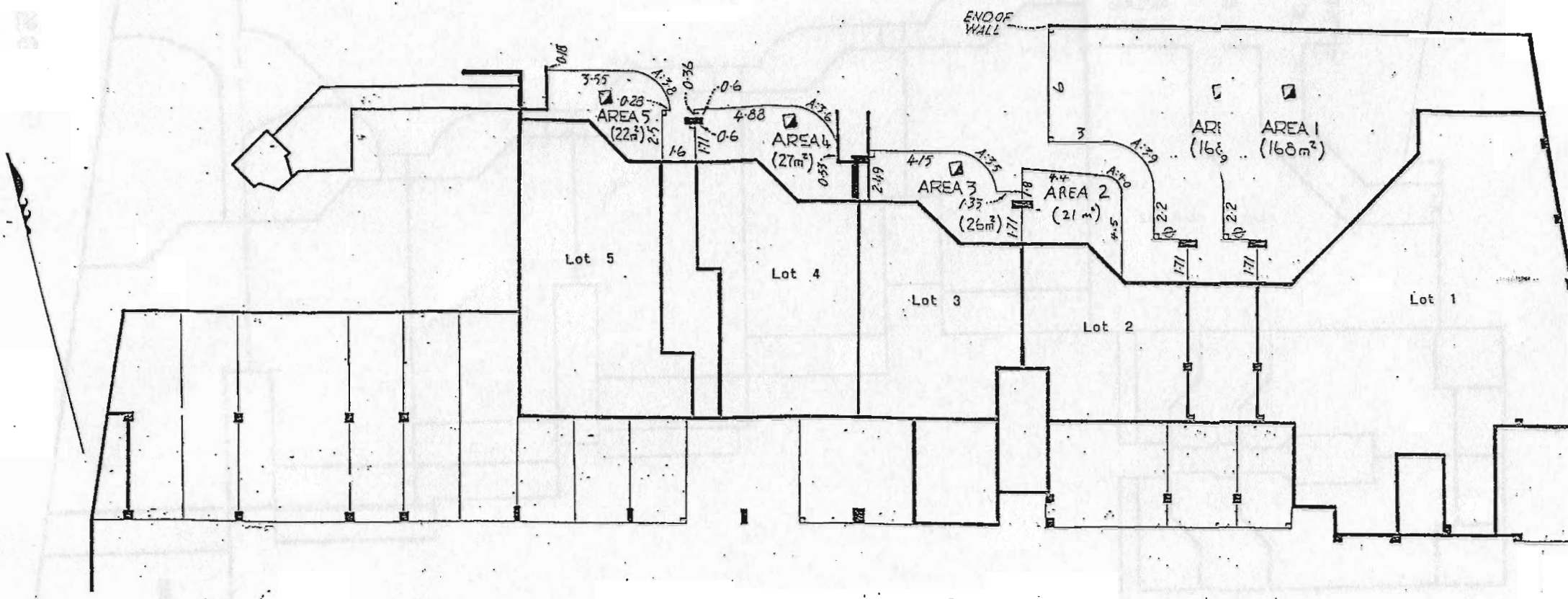
K. Stewart
KAREN STEWART

This is page 3 of a total of 6 pages which compromised instrument setting out terms of a by-law to be created pursuant to section 58(7B) of the Strata Titles Act 1973

dated day of 1995.

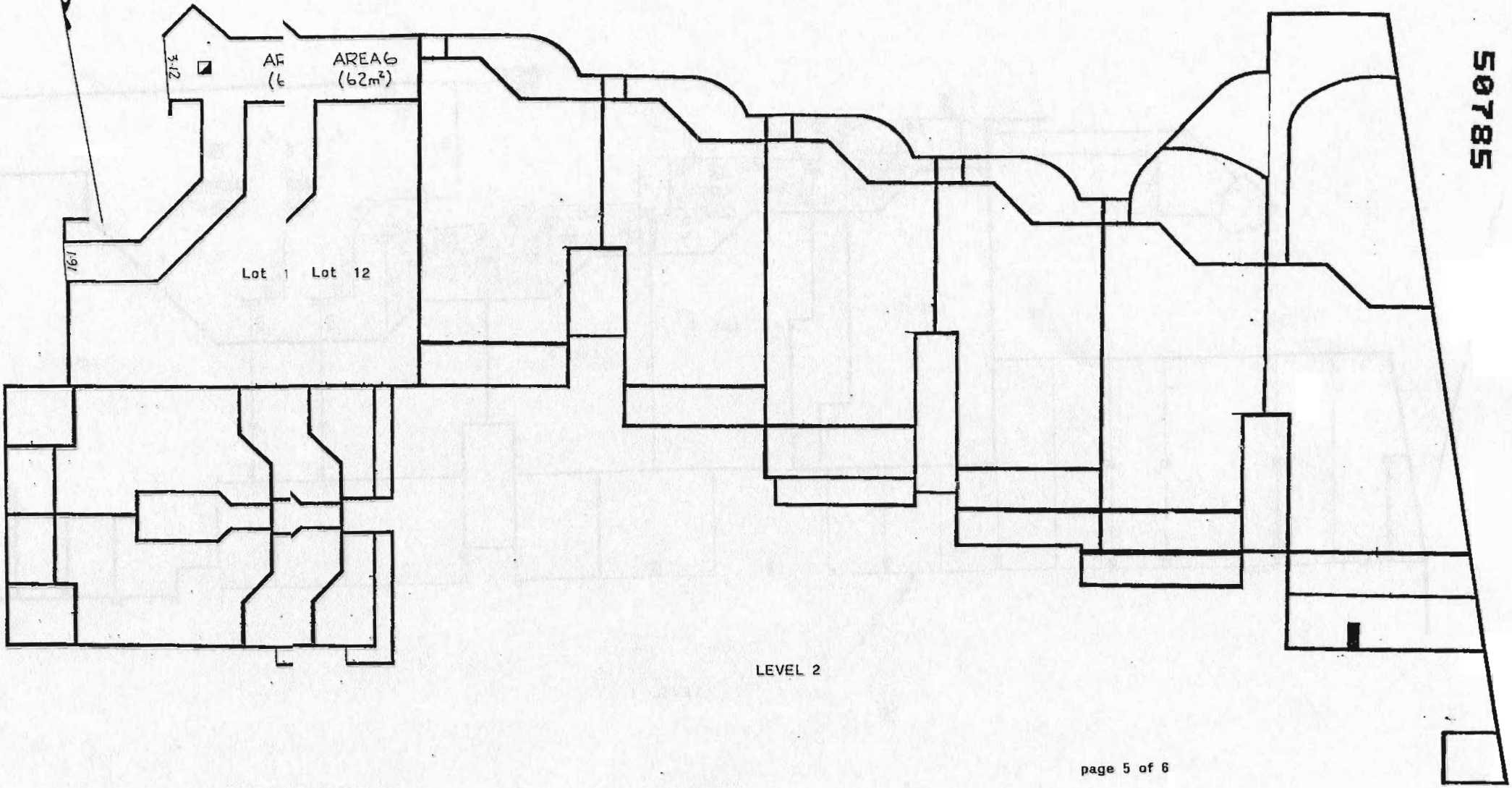
S.P. 50785 (4)

SHEET 4 OF 6 SHEETS



LEVEL 1

DENOTES EXCLUSIVE USE BY-LAW

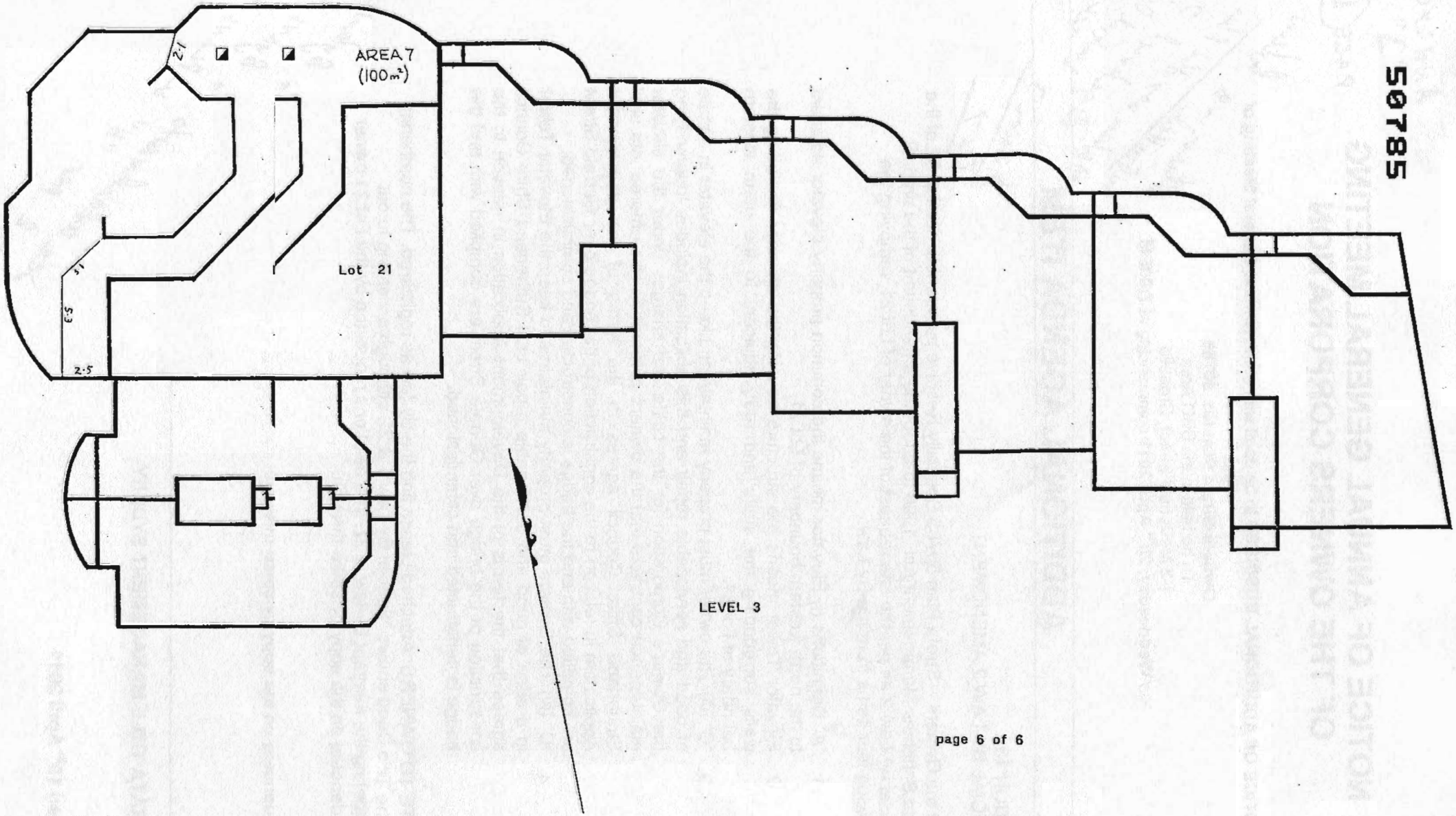


DENOTES EXCLUSIVE USE BY-LAW

(5)

SHEET 6 OF 6 SHEETS

50785



LEVEL 3

page 6 of 6

6

◪ DENOTES EXCLUSIVE USE BY-LAW

11-9-1995

ANNEXURE "J"
PAGE 1

NOTICE OF ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION

NOTICE OF ADDITIONAL BUSINESS to be dealt with at the **Annual General Meeting** of the
Owners-Strata Plan No 50785
To be held in the BBQ Area
1-3 McDonald Street, Cronulla
on **Wednesday, 20th April 2011** commencing at **7:00PM**

ADDITIONAL AGENDA ITEM

MOTION 13
SPECIAL BY-LAW 2 AMENDMENT

That the Owners – Strata Plan 50785 Specially Resolve pursuant to section 52 of the Strata Schemes Management Act, 1996 to adopt the amendment of the original Special By-Law 2 as per the late request of the owner of Lot 21, removing the following four items from the By-Law:

1. "A" Definitions (i) Elevator means the common property elevator adjacent to the north western boundary of Lot 21.
2. Elevator Tower means the structure housing the elevator (including the walls surrounding the stairs and roof) adjacent to the north western boundary of Lot 21.
3. "C" (iii) The owner must properly maintain and keep the elevator in a state of good and serviceable repair and this obligation includes indemnifying the Owner's Corporation for the costs and charges under the elevator maintenance contracts that the owners corporation has entered into until Sutherland Shire Council agrees to the terms of the development Application in relation to the construction of the bridge over Gerrale Street are complied with and the bridge is constructed and commissioned.
4. "C" (iv) The Owners must properly maintain and keep the Elevator Tower in a state of good and serviceable repair until Sutherland Shire Council agrees that the terms of the Development Application in relation to the construction of the bridge over Gerrale Street are complied with and the bridge is constructed and commissioned.

NOTE TO OWNERS: Attached please find the By-law as registered. The numbering on the Title Deed shows "Special By-Law 1 & 2", although according to our numbering the relevant By-law is 27. The deletions requested by the Lot 21 owner are denoted on the copy by strike-through.

are denoted on the copy by strike-through.

STRATA TITLE MANAGEMENT SYDNEY

Dated 10th April 2011

Copy of Letter to O.C. pre AGM

J (2)

The Secreatry SP50785
Please provide some explanation to the following questioner and present responses to AGM for discussion.

Items to clarify:

1. Please declare the % annual increase of management fees as per past agency agreement and further explain the proposed 20%+ increase as per proposed Budget (previous Budget, Actuals & proposed Budget).
2. Additional fees?
3. Logistic reasons behind Levy discounting ?
4. Reasons for the proposed increased cost of Air Con maintenance contract. (actual $6,766.36, proposed $10,000.00).
5. Cleaning from actual $66,000.00 to $105,000.00? Cleaning other, compactor, electrical, lambs & tubes among others?
6. Fire protection repairs & general repairs? Lift servicing repairs?
7. Please explain expenditure of $25,296.01 for "Staff-Contract Building Manager"
8. Please clarify proposal for $ 29,000.00 on maint-AirCon from Sinking Fund appears much higher than actuals of past year ?
9. Doors & Windows $70,000.00 when widow repairs/replacements were already undertaken for $45,000.00 in past period.?
10. Painting $130,000.00 have quotes been submitted and approved? Please produce at AGM.
11. Tiling $350,000.00 proposed.? Again please produce quotes and relevant approvals at the AGM.
12. General replacements $80,000.00 against $7,962.50?
13. Reasons for proposed motion No.9 ?
14. Please produce current Sinking Fund Forecast .
15. Please produce detailed expenses for past year as it is not included neither in the documents provided nor on your webside.

Thanking you

UFC P/L
Owners Lot 21

No response prior or at the AGM of 20/4/11

STM | STRATA TITLE MANAGEMENT
your strata care company

PO Box 2727
Taren Point NSW 2229

Suite 1, 191-193 Taren Point Road
Taren Point NSW 2229

Phone: 02 9540 4199
Fax: 02 9540 3943
www.stratatitle.com.au

"L" (1)

Dated: 7th Day of April 2011
Our Ref: SP50785 Lot 21 Lift Maintenance

Universal Finance Holdings P/L
Suite 2 / 344A Illawarra Road
MARRICKVILLE NSW 2204

Re: Lot 21 – Lift Maintenance
Strata Plan SP50785, 1-3 McDonald Street, Cronulla NSW 2230

Dear Sir/Madam,

We act on behalf of the Owners Corporation of the above property in which you are the registered owner of Lot 21.

We refer to Special By-Law 2 which was passed by the Owners Corporation on 2 May 2003 to provide you with Exclusive Use of common property which includes the lift and the tower structure which houses the lift, including the walls, surrounding stairs and roof.

Please find the enclosed invoice from ThyssenKrupp Elevator for the maintenance of the lift for the period April 2011-June 2011. Please arrange for payment of $1,497.34 to be paid to ThyssenKrupp Elevator at your earliest convenience.

Should you require any further details, please do not hesitate to contact our office.

Yours faithfully
STRATA TITLE MANAGEMENT GROUP

STRATA TITLE MANAGEMENT GROUP

Nina Ashfield-Howell
SENIOR STRATA MANAGER
nhowell@stratatitle.com.au

STRATA TITLE MANAGEMENT
your strata care company

PO Box 2727
Taren Point NSW 2229

Suite 1, 191-193 Taren Point Road
Taren Point NSW 2229

Phone: 02 9540 4199
Fax: 02 9540 3943
www.stratatitle.com.au

L (2)

Dated: 6th Day of April 2011
Our Ref: SP50785 Lot 21 Glass to Lift Structure 060411

URGENT

Universal Finance Holdings P/L
Suite 2 / 344A Illawarra Road
MARRICKVILLE NSW 2204

Re: Lot 21 – Structure to Lift
Strata Plan SP50785, 1-3 McDonald Street, Cronulla NSW 2230

Dear Sir/Madam,

We act on behalf of the Owners Corporation of the above property in which you are the registered owner of Lot 21.

We refer to our previous notice dated 22nd March 2011. We advise that as the urgent removal of the glass has not taken place, the Owners Corporation has engaged a contractor to commence works and will be taking the appropriate actions to recover the full cost of the invoice from you.

Please contact the undersigned should you require further information.

Responded as such
Pleasure
Yes

Yours faithfully
STRATA TITLE MANAGEMENT GROUP

Per.

Per.

Nina Ashfield-Howell
SENIOR STRATA MANAGER
nhowell@stratatitle.com.au

STM | STRATA TITLE MANAGEMENT
your strata care company

PO Box 2727
Taren Point NSW 2229

Suite 1, 191-193 Taren Point Road
Taren Point NSW 2229

Phone: 02 9540 4199
Fax: 02 9540 3943
www.stratatitle.com.au

"L" (3)

Dated: 22nd Day of March 2011
Our Ref: SP50785 Lot 21 Glass to Lift Structure 220311

URGENT

Universal Finance Holdings P/L
Suite 2 / 344A Illawarra Road
MARRICKVILLE NSW 2204

Re: Lot 21 – Structure to Lift
Strata Plan SP50785, 1-3 McDonald Street, Cronulla NSW 2230

Dear Sir/Madam,

We act on behalf of the Owners Corporation of the above property in which you are the registered owner of Lot 21.

We refer to Special By-Law 2 which was passed by the Owners Corporation on 2 May 2003 to provide you with Exclusive Use of common property which includes the lift and the tower structure which houses the lift, including the walls, surrounding stairs and roof.

* Lift ?

The Executive Committee have received independent advice from Chris Mo'ane who is a Senior Building Consultant, Mediator and Practice Manager of Integrated Building Consultancy to suggest that the glass roofing to the lift structure should be removed without delay for safety reasons. Mr Mo'ane recently inspected the area in question and has informed the committee that he cannot express the urgency of removing the glass panels, particularly those that are at threat of falling because of the severe rusting of their structural supports.

Accordingly, we hereby request in accordance with Special By-Law 2 (Copy of By-Law rusting of their structural supports.

Accordingly, we hereby request in accordance with Special By-Law 2 (Copy of By-Law attached), that you immediately arrange for the glass panels to the lift structure to be removed and make good all repairs required before replacing the glass panels.

In the interests of safety and quality control, the Owners Corporation (OC) insists that you provide a structural engineers report and remedial design to how you propose to rectify the structure then seek the certificate of compliance on completion of works from the engineer.

Irrelevant to Gazebo statutory

The repairs are now URGENT due to the neglect of regular painting of the tower, which was carried out in the past in accordance with the By-law by the previous Lot owner.

L

4

The Executive Committee are of the opinion that Special By-Law 2 was appropriately drafted, resolved and registered in the correct manner with the full agreement of the original owner of the lot.

Accordingly, we hereby request a plan for the commencement of the rectification works be issued to our office within 10 days from the date of this letter.

dly. ~~Should~~ If the urgent removal of the glass has not taken place, we reserve the right to commence works and recover the full cost from you.

We look forward to your co-operation in this matter. Please contact the undersigned should you require further information.

Yours faithfully
STRATA TITLE MANAGEMENT GROUP

Nina Ashfield-Howell
SENIOR STRATA MANAGER
nhowell@stratatitle.com.au

STRATA TITLE MANAGEMENT
your strata care company

PO Box 2727
Taren Point NSW 2229

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50785 Agenda EC Meeting 270312

NOTICE OF EXECUTIVE COMMITTEE MEETING

TO
All Executive Committee

AND
All Owners

TAKE NOTICE that the Executive Committee of the Owners of
Strata Plan 50785 intends to hold a Meeting on Tuesday, 27th March 2012 at 6.30pm
in the office of Strata Title Management Sydney, Suite 1, 191-193 Taren Point Road, Taren Point

AGENDA

1. Minutes

That the minutes of the previous Executive Committee Meeting held on 7th February 2012 be confirmed as a true and accurate account of the proceedings at that meeting.

2. Building Managers Report

That the report from Premier Contract Cleaning Pty Ltd be tabled and adopted.

3. Financial Statements

That the Financial Statements for the period from 01/03/2011 to 29/02/2012 be reviewed.

4. Building Works

That the Building Works Committee provides an update on the progress of the current building works.

5. Lift Atrium Structure Adjacent to Lot 21

5. Lift Atrium Structure Adjacent to Lot 21

To consider design options for the Atrium Structure adjacent to Lot 21 and to engage the services of Elementree Drafting at their standard quoted working rates to provide on site advice and design advice on suitable/practical replacement options.

M

(2)

6. Responsibility for Rectification or Replacement of Lift Atrium Structure

To engage the services of a strata lawyer to provide advice to the owners corporation on who is legally responsible for the cost of the rectification or replacement of the atrium structure and/or negotiate a binding agreement between all parties. *

7. By-Law Review

That an update on the by-law review be provided and any action determined.

8. Disused Air Conditioning Equipment on Roof

To accept the offer made by Gary Macris to have the old and disused air conditioning equipment removed from the roof above OPAH Restaurant once the atrium works have commenced.

9. Exterior Painting – Tradesmen on Rope

That an update on the progress of the Exterior Painting and resolution with Tradesmen on Rope be provided.

10. Next Executive Committee Meeting

That a date for the Executive Committee Meeting be confirmed.

DATED 28 February 2012

.....

STRATA TITLE MANAGEMENT GROUP



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M (3)

MINUTES OF EXECUTIVE COMMITTEE MEETING OF THE OWNERS CORPORATION OF STRATA PLAN 50785

MINUTES of the Executive Committee Meeting of the Owners Corporation of **Strata Plan 50785** held on Tuesday, 27th March 2012 held in the offices of Strata Title Management, Mezzanine Level, 191-193 Taren Point Road, Taren Point commencing at 6.30pm.

PRESENT: Guy Arkins (Lot 12), Ms S Schembri (Lot 32), Mr G Macris (Lot 46), Mr C Beebe (Lot 54), Mr D Gourley (Lot 83), Mr R Earle (Lot 90) and Mr T Korbel (Lot 104)

APOLOGIES: Mr P Dransfield (Lot 1),

IN ATTENDANCE: Mr G Schuberg (Lot 58)
Mr P Pinn (Lot 100)
John Stevens of PREMIER CONTRACT CLEANING PTY LTD
Ms N Ashfield-Howell of STRATA TITLE MANAGEMENT GROUP

CHAIRMAN: Ms Ashfield-Howell

There being a quorum present the chairman declared the meeting opened at 6.33pm.

MINUTES

MOTION 1
Minutes

RESOLVED that the minutes of the previous Executive Committee meeting held 7th February 2012 be confirmed as a true and accurate account of the proceedings at that meeting.

MOTION 2
Building Managers Report

MOTION 2 ...tabled and that a copy be affixed to the Minute Book with the
Building Managers Report

RESOLVED to accept the Building Managers report as tabled and that a copy be affixed to the Minute Book with the following action noted/determined:

A) **FLORASCAPES GARDEN REPORT**
It was agreed that the recommendations to improve the common gardens as proposed in the report be considered. The building manager undertook to obtain a quotation from Florascapes to carry out the recommendations for the committees consideration once received.

It was noted that garden beds in front of the commercial lots are being used as an ash tray for smokers. Guy Arkins undertook to arrange for his staff to monitor the garden beds in question and clean up the used butts when required.

Further agreed that Florascapes continue as gardening contractors. The Executive Committee and building manager undertook to continue to monitor the performance to ensure a satisfactory standard is maintained.

B) **OH & S LADDERS**

The building manager advised that the installation of the stainless steel ladders to be placed on the roof of Block A by Rama Higgins of Perfect Stainless will be carried out by the end of May 2012. The building manager was requested to check the requirement of the ladder rings located at the top of the ladders as the small circumference may hinder tradesmen from bringing up to the roof certain tools and equipment. If a safety requirement however, the maximum radius should be used.

C) **INTERCOM REPLACEMENT QUOTATIONS**

After reviewing three comparable quotations for the intercom system replacement to Blocks A & B, it was **RESOLVED** to accept the quotation from Downunder Security dated 23rd March 2012 to replace the intercom system to buildings A & B for the total cost of $18,800.00. The cost of the replacement will be incorporated into the new budget to be considered at the forthcoming Annual General Meeting.

D) **TV ANTENNAE INSTALLATION**

After reviewing four comparable quotations for the Antenna replacement to C block, it was **RESOLVED** to accept the quotation from TV SAT dated 14th February 2012 for the price of $2,585.00 including GST to replace the heavily corroded antenna and mount to C block, replace amplifiers on Level 5 of C Block and Reconfigure basement cabling and Link blocks A & B to the new C block antenna. The building manager is to enquire with TV SAT about the most suitable material for the masts.

E) **OPAH LIFT STRUCTURE GLASS PANELS** (LOT 21)

RESOLVED that the strata manager arrange to lodge an insurance claim on the building insurance policy for the removal of the broken glass panel to the top of the atrium structure. At the time this work is proceeding, the contractor is to be engaged separately to remove all the other glass panels to the structure in accordance with Integrated Building Consultancy's recommendations.

F) **UNIT 1A EXHAUST NOISE FROM HOG BREATH**

It was noted that a droning noise from the exhaust system connected to Lot 1 is still affecting apartment 1A (Lot 6) based on advice recently received from the owner of the apartment.

RESOLVED that Kevin from Cold Rae be requested to provide the Owners Corporation with the details of an expert who is appropriately qualified to inspect and provide recommendations on how to resolve the problem with the exhaust fan. A cost agreement is to be obtained from this expert then referred to the Owner of Lot 1 for their immediate consideration.

G) **EXHAUST DUCT PAINTING**

The building manager is to arrange for the original quote obtained to paint all the exhaust fan ducting to be broken down to include only the exhaust ducting to the 5 commercial lots with exhausts, excluding Hogbreath and Bella Costa exhausts which are on hold pending repairs.

The building manager is to arrange for the original quote obtained to paint all the exhaust fan ducting to be broken down to include only the exhaust ducting to the 5 commercial lots with exhausts, excluding Hogbreath and Bella Costa exhausts which are on hold pending repairs.

The strata manager is to approach Bella Costa and enforce upon them the terms of the by-law, that they adequately repair and maintain their exhaust system.

H) **C64 TILING**

Strata manager is to obtain a cost agreement from J S Mueller and Co Solicitors to respond to the owner of Lot 92 (Apt C64) about the tiling dispute within his lot.

M5

MOTION 3
Financial Statements

RESOLVED that the Financial Statements for the period from 01/03/2011 to 29/02/2012 were reviewed.

MOTION 4
Building Works Update

A site meeting was held 20th March 2012 with the building works committee, building manager, Ganellen Contractors and Contracts Administrators to progress the works as quickly as possible.

Ganellen outlined the policies that they have now put in place, as follows:

- Nick, Contract Manager from Ganellen, will be on site 3 days a week for inspections of his builders. Brendan will be on site 2 days a week for inspection of the builders in the mornings.
- Ganellen are currently interviewing a remedial foreman, and they hope to employ someone by Wednesday, to start on site Thursday. The foreman will be on site full time until the completion of works.
- Ganellen are currently putting a new program together as of today's site meeting. At this point, they have commented that the upstairs tiling works to both balconies will be finished by the contracted date. Remedial repairs inside will be discussed at a later date.
- By Wednesday 28th March, Ganellen hope to have all the water proofing cleaned, repaired and finished. There will be an inspection of the water proofing by the supplier and a full certification issued on that Wednesday. The contracts administrator will also request that Chris Mo'ane of IBC attend that site meeting to review the water proofing as well. The date is yet to be confirmed.
- Once the water proofing has been signed off, a flood test will take place in the planter boxes and deck area overnight, and then tiling will commence the following day. There will be a lot of tilers on site, so hopefully it can be finished quickly, the builders will try to work weekends.
- All points above are subject to weather.

The committee were happy with the findings, and approved for Ganellen to stay on site and work to these goals. If however they are not met by the due dates, another site meeting will be held and the contract may be rescinded at that point.

The building works committee agreed that since the meeting took place, greater progress has been made. It was noted that Ganellen undertook to cover any additional subsequent damage to units as a result of the delay in completing the works.

MOTION 5
Lift Atrium Structure Adjacent to Lot 21

RESOLVED to engage the services of Elementree Drafting at their standard quoted working rates to provide on site advice and design advice on suitable/practical replacement options for the Atrium Structure adjacent to Lot 21.

FURTHER RESOLVED to accept the verbal offer made by Gary Macris to contribute half the total cost of the fees associated with the design works for the replacement of the atrium structure.

MOTION 6
FURTHER...
associated with the design works for the replacement of the atrium structure.

MOTION 6
Responsibility for Rectification or Replacement of Lift Atrium Structure

RESOLVED to engage the services of Adrian Mueller of J.S. Mueller and Co. Lawyers to provide advice to the owner's corporation on who is legally responsible for the cost of the rectification or replacement of the atrium structure and/or negotiate a binding agreement between all parties.

M6

MOTION 7
By-Law Review

RESOLVED to authorise the strata manager to finalise the account of Makinson & d'Apice Lawyers for the amount of $1,684.21 for their work done thus far, to provide a draft version of by-laws for the scheme. It was noted that once this payment has been made, the file will be collected from Makinson & d'Apice Lawyers by Ian McKnight of Grace Lawyers who will then finalise the by-laws for initial review and consideration by the Executive Committee.

MOTION 8
Disused Air Conditioning Equipment on Roof

RESOLVED to accept the offer made by Gary Macris, restaurateur of Lot 21, to have the old and disused air conditioning equipment removed from the roof above OPAH Restaurant at his own cost once the atrium works have commenced.

It was noted that all further replacements carried out to equipment belonging to the commercial restaurateurs MUST be removed from the complex upon completion of the works. The individual lot concerned will be held responsible for removal or damage caused to common property by equipment left behind by personally employed contractors.

MOTION 9
Exterior Painting – Tradesmen on Rope (TOR)

NOTED that Chris Mo'ane of Integrated Building Consultancy recently attended site with Tradesman on Rope (TOR) and John Stevens (Building Manager) to inspect the painting works to date and have the outstanding works moved forward that remain on the contract, to make a determination to the outstanding contract value. The outcome of this meeting was the following:

1. TOR to return and complete the full painting of the Eastern and Northern façades of building "C"
2. To complete all commenced spalling repairs as per the Sika System.
3. Repaint the complete upper level walls that surround the external plant area roof.

Following the onsite meeting, Mr Mo'ane sent a notice off to the Home Owners Warranty (HOW) Insurer advising of the variations and value of the works currently so that all works come under the current/existing HOW policy.

Mr Mo'ane also required that TOR provide samples colour patch's to be inspected by John Stevens and the Building Committee, prior to the painting commencing, to ensure colour is a match.

Mr Mo'ane is in the process of preparing a report on the following:

1. Making a recommendation to what he believes as the value of the contract remaining to be paid to TOR.
2. Addressing the handrail issues, painting and compliance.
3. Addressing the continued spalling issues surrounding the unprotected Bar Chairs used in the formwork construction.
4. Completion of the handrail bracket repairs.

TOR is expected to be onsite from now until the works are complete.

4. Completion of the handrail bracket repairs.

TOR is expected to be onsite from now until the works are complete.

MOTION 8
Next Executive Committee Meeting

RESOLVED that the next meeting of the Executive Committee be held on site following the Annual General Meeting set for **Thursday, 19th April 2012.**

THERE BEING NO FURTHER BUSINESS, THE MEETING CLOSED AT 8.45PM

N. A1

50785 Agenda EC Meeting December 2010

NOTICE OF EXECUTIVE COMMITTEE MEETING

TO
All Executive Committee

AND
All Owners

TAKE NOTICE that the Executive Committee of the Owners of Strata Plan 50785 intends to hold a Meeting on Tuesday, 21 December 2010 at 6.30pm in the office of Strata Title Management Sydney, Suite 1, 191-193 Taren Point Road, Taren Point

AGENDA

A) **Record Attendance**
B) **Apologies**
C) **Consider Motions**

MOTIONS

1. **Minutes**

That the minutes of the previous Executive Committee Meeting held on 22 July 2010 be confirmed as a true and accurate account of the proceedings at that meeting.

2. **Building Managers Report**

That the report from Premier Contract Cleaning Pty Ltd be tabled and adopted.

3. **Financial Statements**

That the Financial Statements dated 30 November 2010 be reviewed and adopted.

4. **Managing Agency Agreement**

4. **Managing Agency Agreement**

That two members of the Executive Committee execute the Strata Managing Agency Agreement on behalf of the Owners Corporation in accordance with the resolution passed at the Annual General Meeting on 22 April 2009 to reappoint Strata Schemes Management Corporation Pty Ltd trading as Strata Title Management Sydney.

N2 (2)

5. **Outstanding Building Works**

a) That the Executive Committee reviews the status and progress of the exterior painting of the building;
b) That correspondence from Rob McCubbin, owner of Lot 17 (Apt A9) dated 27 June 2003, 6 December 2007 and 11 November 2010 concerning the water seepage to the entrance steps to Apartments A3, A4, A9 and A10 be tabled and appropriate action determined;
c) That a determination be made on the repairs required to the broken glass panels and rusting of pergola type structure over the lift adjacent to Lot 21;
d) That the painting of the exhaust the exhaust systems be discussed and appropriate action determined.

* 21.12.10

6. **Balcony Tiling Quotations for Lots 104 & 105 (Apt. C76 & Apt. C77)**

That the Executive Committee accepts a quotation from one of the following contractors to undertake the balcony retiling works to Lots 104 & 105 (Apt. C76 and Apt. C77):

•	Tradesmen-On-Rope Pty Ltd*	$299,200.00 Inclusive of GST
•	Advance Contracting Services Pty Ltd	$372,075.90 Inclusive of GST
•	Ossa Services Pty Ltd	$474,137.40 Inclusive of GST

** Tradesmen-On-Rope Pty Ltd were asked on 2 December 2010 by Chris Palumbo of Strathclyde Building Services to provide licence and insurance details to which they have not responded or supplied. In addition, this contractor has not quoted in accordance with the specially prepared scope of works so he is unable to recommend to the Executive Committee or Owners Corporation that this quotation be considered.*

7. **Application for an Order under Section 145 to Enter a Lot, being Lot 105**

That the Executive Committee decides on behalf of the Owners Corporation to make an application for an order under Section 145 of the Strata Schemes Management Act 1996 against the owner of Lot 105 to enable the Owners Corporation to complete works in accordance with Section 65 (1) of the Strata Schemes Management Act 1996, being balcony re-tiling and exterior painting works to Lot 105 and that a solicitor be appointed to represent the Owners Corporation in this matter in its entirety to avoid further hindrance, obstruction or refusal by the Owner of Lot 105 to access the lot safely and without hazard, to complete the works.

8. **Engagement of a Solicitor to Act on behalf of the Owners Corporation in relation to Application for an Order under Section 145 to Enter Lot 105 to carry out works**

That the Executive Committee decides on behalf of the Owners Corporation to engage J.S. Mueller and Co. Solicitors or Grace Lawyers to act on their behalf in respect to the Application for an Order under Section 145 against the owner of Lot 105 in accordance with the cost agreements annexed to this agenda.

9. **Application from Sutherland Shire Council for Approval to Install Aerial to Roof of Building to support wireless network of CCTV Cameras to Receive and Transmit images for Improved Security Amongst the Cronulla Community**

That the application from Sutherland Shire Council to install an aerial to the roof of the building to support a wireless network of CCTV Cameras in the Cronulla area be discussed and appropriate action determined.

That the application from Sutherland Shire Council to install an aerial to the roof of the building to support a wireless network of CCTV Cameras in the Cronulla area be discussed and appropriate action determined.

10. **Application for a Fine against Lot 74 (Apartment C46) for Breach of Notice to Comply**

That an Application for a Fine be made to the Consumer, Trader and Tenancy Tribunal (CTTT) against the occupant of Lot 74 (Apartment C45) Mr Charlie Napoletano for continuing to park his vehicle on common property without approval from the Owners Corporation in breach of the Notice to Comply issued on the 5th January 2010.

N 3

11. Notice to Comply

That a notice to comply be issued to the following persons/lots:

- That a notice to comply be issued to the lessee of Lot 12 (Zink Bar) for continual breaches of by-law 2 in relation to parking vehicles on common property without the approval of the owners corporation.
- That a notice to comply be issued to the lessee of Lot 4 (Splash Restaurant) for breach of by-laws 37.1 and 37.2 for tampering with the common door lock and alarm to the common security door at the end of the restaurant tunnel on 9 December 2010.
- That a notice to comply be issued to the lessee of Lot 5 (Bella Costa) for breach of by-laws 37.1 and 37.2 for tampering with the common door lock to the common security door at the end of the restaurant tunnel.
- That a notice to comply be issued to the owner of Lot 73 (Apartment C45) Ms Marcelle Mary Therese Pearson for breach of by-law 32.1 for continually parking her vehicle on common property without approval from the Owners Corporation.

12. Informal Meeting with Restaurateurs

That a date for the informal meeting with the Restaurateurs be confirmed to discuss by-laws.

13. Executive Committee Meeting

That a date for the next Executive Committee meeting be confirmed.

DATED 15 December 2010

.....

STRATA TITLE MANAGEMENT SYDNEY

Att. Nina Ashfield-Howell
The Secretary SP50785
C/- STM
P.O.Box 2727
Taren Point 2229

Dear Secretary

Re: Lot 21 in SP50785

We are in receipt of your letter of 22nd March, 2011 and noted its contents.

As you are properly aware your last application to the CTTT with reference to Bylaw 2 and similar claims was dismissed. The repairs and maintenance of the structure above the roof of the lift was not found to be the responsibility of the owners of Lot 21 and by definition to be that of the c[illegible]r's corporation.

Furthermore you are referring to Bylaw No2 re: Use of common property by Lot 21. The Bylaw under item "A" refers to definitions.
Under "A(i)" ***"Definitions" "Roof"*** the bylaw clearly refers to and interprets the word ***""Roof" means the common property ABOVE LOT 21".***

If you are referring to any glassed area above Lot 21 please clearly explain what area you are exactly referring to.

In conclusion we do not consider your request to be a valid one and as such we are neither prepared to undertake the repairs you are outlining nor pay any cost that the owners corporation will incur in meeting its duties and responsibilities.

I beg to defer from the Executive Committees claims that the Bylaw is "appropriately drafted". Besides my opinion and that of the legal profession one has to read the comments of the Arbitrator contained in the CTTT order that ***" the Special Bylaw is not well drafted and there are latent and patent ambiguities" to dismiss the opinion expressed by the Executive Committee".***

I further draw your attention to the fact that despite the CTTT decision under s138 of the SSMAct 1996 and pursuant to s62 of the same you have failed to restore the damaged section of the common property even though you are clearly aware of the poor state of repair. I put you on notice that your evasive actions are exposing my patrons, residents and the owners corporation to serious risks, for which as an owner I am extremely concerned. To that I hold the Executive Committee and the Owner's Corporation responsible if any serious damages result from your failure to repair what patrons, residents and the owners corporation to serious risks, We anticipate that you am extremely concerned. To that I hold the Executive Committee and the Owner's Corporation responsible if any serious damages result from your failure to repair what you have been advised to be extremely dangerous and risky. We anticipate that you will undertake such repairs within the next 10 days in line with the time limit you consider important.

11 Q 4 2

For your information, I have copied an extract from a recent Supreme Court case to emphasise the need to ***urgently*** repair and restore the defective parts, we and the CTTT consider to be common property and as such your duty and obligation to maintain.

" His Honour said that Section 62 imposed a strict duty on the owners corporation to maintain common property and that it was not enough just to use reasonable care or take reasonable steps.
As soon as common property is no longer operating effectively, or has fallen into a state of disrepair, there has been a breach of Section 62 and contributory negligence was not a defense".
His Honour found that there had been a breach of the duty under Section 62 as sections of the common property, were in a state of disrepair and ***had not been repaired promptly*** by the owners corporation.

In response to your comments ".....due to the neglect of regular painting of the tower...." I note that we have painted and properly maintained the areas of exclusive usage including the lift tower and the roof above Lot 21 as defined in Bylaw 2.

Your faithfully

Paul Kavates
~~CFC Corporation~~ P/L
UF
UNIVERSAL FINANCE
HOLDING P/L

emailed
& mailed
5/12/2011

STM STRATA TITLE MANAGEMENT
your strata care company

ABN: 43 119 655 762

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50785 Minutes EC Meeting 260712

MINUTES OF EXECUTIVE COMMITTEE MEETING OF THE OWNERS CORPORATION OF STRATA PLAN 50785

MINUTES of the Executive Committee of the Owners of
Strata Plan 50785 held **Thursday, 26th July 2012 at 6.30pm**
In the office of Strata Title Management Sydney, Suite 1, 191-193 Taren Point Road, Taren Point

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PRESENT: Mr P Dransfield (Lot 1), Mr Guy Arkins (Lot 12), Ms S Schembri (Lot 32), Mr K O'Shea (Lot 56), Mr S Jarvis (Lot 62), Mr D Gourley (Lot 83), Mr R Earle (Lot 90) and Mr I McDonald (Lot 97)

APOLOGIES: Mr C Bebee (Lot 54)

IN ATTENDANCE: Mr P Pinn (Lot 100)
Mr Chris Mo'ane of Integrated Building Consultancy (From 6.45pm to 8.00pm)
Mr Adrian Mueller of J. S. Muller & Co. Solicitors (From 7.40pm to 9.20pm)
Mr John Stevens of PREMIER CONTRACT CLEANING PTY LTD
Ms Nina Ashfield-Howell of STRATA TITLE MANAGEMENT

CHAIRMAN: Ms Ashfield-Howell

There being a quorum present the chairman declared the meeting opened at 6.30pm.

MINUTES

1. Minutes

RESOLVED that the minutes of the previous Executive Committee Meeting held on 19th April 2012 be confirmed as a true and accurate account of the proceedings at that meeting.

2. Financial Statements

RESOLVED that the financial statements for the period from 1st March 2012 to 13th July 2012 were reviewed and accepted. The strata manager was requested to ensure all invoices are approved by the committee prior to payment.

RESOLVED that the financial statements for the period from 1st March 2012 to 13th July 2012 were reviewed and accepted. The strata manager was requested to ensure all invoices are approved by the committee prior to payment.

3. Report on Compliance of Balustrading

RESOLVED that all balustrading be replaced as soon as possible to ensure compliance with the Building Code of Australia (BCA) and that Chris Mo'ane of Integrated Consultancy Group prepare a scope of works and put out to tender for three comparable quotations.

(2)

NOTED that Chris Mo'ane obtained an indicative price on the replacement balustrading which worked out to be $37,000.00 including GST for the removal of the existing railings and $270,864.00 including GST for the supply and installation of the replacement balcony railings. Chris Mo'ane provided photographic examples of options for replacement balcony railings for the committee to consider.

FURTHER RESOLVED that the strata manager draft a letter to all residents to raise awareness of the safety concerns with the balcony railings and to seek their cooperation to minimise the use of the balconies, supervise closely all persons utilising the balconies, prevent approaching or leaning on the balcony railings and to notify the building manager if they become aware of any loose railings.

4. **Internal Water Ingress Repairs**

A. **RESOLVED** that the tender analysis from Integrated Consultancy Group regarding internal water ingress repairs be tabled and accepted.

B. **RESOLVED** that the Owners Corporation appoint BuildSense to carry out the internal water ingress repairs as noted in the scope of works prepared by Integrated Consultancy Group, ref: 2100709TD2 June 2012.

C. **RESOLVED** that Integrated Consultancy Group be appointed to Contracts Administrate the works as per their existing Contracts Administration fee proposal.

5. **Concept Design Drawings**

DEFERRED - That the quotation provided by Elementree Drafting Services for the price of $6,336.00 Inclusive of GST be accepted for the preparation of concept design drawings of a new roof layout and coverings to the upper stair area and balconies adjacent to the Opah Restaurant.

6. **Structural Drawings**

RESOLVED that the quotation from Integrated Building Consultancy for the amount of $4,950.00 Inclusive of GST be accepted to carry out a full measure of the site and provide a full set of structural drawings and written specification so as to be used in the tendering and construction of the hoarding, protection and work platform over the stairs and the section of the restaurant patio that the stairs gives access to so as to bring about the safe dismantling of the glazed roof, continue the same level of rain protection to the stairs and to provide a working platform for the restitution of the area.

7. **Building Manager's Report**

RESOLVED to accept the Building Managers report as tabled and that a copy be affixed to the Minute Book with the following action noted/determined:

- **Garbage Bin Compactor**
  It was agreed that the quote from Ryburn Industries for the cost of $1,368.00 plus GST be accepted to install a photoelectric beam and reflector system inside the garbage chute to ensure the compaction cycle is activated as required.

8. **Work Health and Safety**

RESOLVED to action all non compliant items contained within the Initial Compliance Report prepared by Solutions In Engineering. It was noted that the minor hazards, as outlined in the report, are already in the process of being addressed.

RESOLVED to action all non compliant items contained within the Initial Compliance Report prepared by Solutions In Engineering. It was noted that the minor hazards, as outlined in the report, are already in the process of being addressed.

The major hazards however, being the pool fencing and pool gates, require immediate attention. It was therefore **RESOLVED** that Integrated Consultancy Group be instructed to include the replacement of the pool fencing in the same scope as the replacement of the balcony railings.

Once the tenders are received, the Executive Committee will select a suitable quotation and proceed with the pool fence replacement.

3

9. **Extensive Review of the By-Laws**

A. **NOTED** that an extensive review and rewrite of the by-laws would cost approximately $11,000.00 however this may be less, depending on the level of rewrite required. As a starting point, the strata manager was requested to retrieve the by-law file from Grace Lawyers and hand over to Adrian Mueller of J.S. Mueller & and Co. for review.

Once received and reviewed, Mr Mueller will then be in a position to provide the Executive Committee with a firm estimate. Mr Mueller indicated that the process of redrafting the by-laws to a standard acceptable to the committee can be completed within the 6 month time frame provided which will ensure they are included on the agenda of the 2013 Annual General Meeting.

B. **RESOLVED** to accept the estimated fee proposal from J. S. Mueller & Co Solicitors of up-to $11,000.00 to review and redraft a new set of by-laws applicable to Strata Plan 50785 however it was noted, that a firm price will be provided for acceptance once the existing by-law file has been reviewed.

C. **DEFEATED** - To accept the cost agreement of Grace Lawyers to review and redraft a new set of by-laws applicable to Strata Plan 50785 for the cost estimate of $6,325.00.

10. **J.S. Mueller and Co Letter and Recommendation Concerning Lot 21**

A. **NOTED** that the report prepared by J.S. Mueller and Co. Solicitors on the mediation session that occurred on the 6th June 2012 was reviewed and discussed in detail. It was agreed that Adrian Mueller issue a letter to the representative of Lot 21 advising of the Executive Committee's desire to resolve this matter however seeking extra time in which to formulate a settlement offer.

B. **RESOLVED** that Adrian Mueller of J.S. Mueller and Co. Solicitors be engaged to provide advice and communicate any settlement offers as determined by the Executive Committee to the owner and his representative.

C. **RESOLVED** that the Executive Committee, in consultation with Adrian Mueller, formulate a settlement offer regarding the gazebo structure above the elevator tower, lift maintenance costs and payment of licence fees for the grease trap and exhaust system.

11. **Breach of Special By-Law 33.10**

RESOLVED that in accordance with the Initial Compliance Report and Special By-Law 33.10 Mats In Passageways, all residents to be notified that they have seven days to remove any mats on common property, after which time the Owners Corporation will arrange for its removal.

12. **Next Executive Committee Meeting**

RESOLVED that the date of the next Executive Committee Meeting be scheduled at a later date once tenders are received for the balcony railing & pool fence replacements.

THERE BEING NO FURTHER BUSINESS THE MEETING WAS CLOSED AT 9.40PM

THERE BEING NO FURTHER BUSINESS THE MEETING WAS CLOSED AT 9.40PM

AH. Georgina 9559-5752

A & N Enterprises NSW Pty Ltd

Memebrs of the REI of NSW
Members of the ISTM
Associate memebrs of the AREI

Specialist in Strata Management
Set up STrata Schemes
Reasonable fees & charges

A & N Strata Management
ABN 64 114 194 268
PO Box 355
Round Corner
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Tel: (02) 9654-3751
Fax: (02) 9654-3752

R1

Att. Michael Price
The Secretary
SP50785
P.O.Box 2727
Taren Point 2229

FAX 9540-3943

Dear Sir,

RE: Lot 21 Unit R3 ay Cote D'Azur Cronulla 2230: SP50785

Further to my recent phone call and conversation with you regarding the abovementioned Lot owned by Universal Finance Holdings P/L (UFH) we appeared to have agreed that the referenced in you correspondence being Bylaw 26 & 42 s they stand at present do not bind the owners of the above Lot to the charges demanded.

As discussed Special Bylaw 42.5 as amended is not valid as no consent has been obtained not only from all the owners but more particularly from the affected owners of Lot 21.

As far the reference Special Bylaw 26 as you can appreciate refers specifically to Lot 4 being Shop 2 in the complex.

Please explain the reasons as to why UFH P/L is charged with the License fee you appear to be demanding from them.

Without any prejudice if your claims are based solely on the above two Special Bylaws please remove the charge and refrain from demanding any further unauthorised License fees as we consider this action to be harassment and disruptive to the quiet enjoyment that the owners are entitled to.

If there is though any other valid grounds that your claim is based upon and as such legitimate please let me have copies so I can then consider payment.

Yours sincerely

Tony Conides JP, AREI

Tony Conides JP, AREI
On behalf of UFH P/L

By FAX
29/5/10

A & N Enterprises NSW Pty Ltd

Memebrs of the REI of NSW
Members of the ISTM
Associate memebrs of the AREI

Specialist in Strata Management
Set up STrata Schemes
Reasonable fees & charges

A & N Strata Management
ABN 64 114 194 268
PO Box 355
Round Corner
NSW 2158
Tel: (02) 9654-3751
Fax: (02) 9654-3752

R 2

Att. Michael Price
The Secretary
SP50785
P.O.Box 2727
Taren Point 2229

Dear Sir,

RE: Lot 21 Unit R3 at Cote D'Azur Cronulla 2230: SP50785

Attach please find a letter forwarded to you in May 2010.

I note that you have not responded so far.

We consider your failure to respond or communicate with Universal Finance Holdings Pty Limited (UFC) over this matter to be prejudicial.

You would need to respond since UFC is one of your owners and you need to do so within the next 14 days after which time the Directors of UFC reserve the right to apply to the CTTT for adjudication for this and other matters of concern.

UFC would be prepared to meet with the representatives of SP50785 in order to resolve and determine this and some other maintenance issues, in an attempt to avoid unnecessary high expenditure for both parties if we are to proceed with Legal action.

For your reference I enclose copies of :

1. Authority appointing Company Nominee.
2. Authority to Tony Conides to act as fully authorised representative of UFC.

Yours sincerely

Tony Conides JP, AREI
On behalf of UFH P/L

Tony Conides JP, AREI
On behalf of UFH P/L
28.6.2010

J.S. MUELLER & CO.

SOLICITORS & ATTORNEYS
ESTABLISHED 1979

JEFFREY STEVEN MUELLER, B.Com., LL.B.
BRUCE WILLIAM BENTLEY, B.A., LL.B., LL.M

1st Floor
240 Princes Highway
Arncliffe NSW 2205
Australia
DX 25315 Rockdale
Tel: 02 9562 1266
Fax: 02 9567 8551

Our Ref: BWB:NH:9244

5 July 2010

R 3

The Secretary
Universal Finance Holdings Pty Ltd
Suite 2
344A Illawarra Road
MARRICKVILLE NSW 2204

Dear Sir

RE: THE OWNERS - STRATA PLAN NO. 50785
PAYMENT OF OVERDUE LEVIES BY YOU

We are the solicitors who have been instructed to act on behalf of the Owners of the aforementioned Strata Plan. We have been advised that you are the owner of Lot 21 in the said Strata Plan and that your contributions to the Administration Fund and Sinking Fund are in arrears.

The amount due by you to the Owners Corporation is **$7,811.97**. This amount **MUST BE PAID INTO OUR OFFICE** within fourteen (14) days of the date of this letter. Your cheque should be made payable to **"THE OWNERS - STRATA PLAN NO. 50785"**.

If the amount due by you is paid to this office within fourteen (14) days this matter will be at an end. If the amount due by you is not paid to this office within fourteen (14) days legal proceedings will be commenced without further notice.

IMPORTANT NOTICE CONCERNING LEGAL COSTS

You are liable to pay all of this firm's reasonable costs of collecting these levies pursuant to s.80 Strata Schemes Management Act ("the Act"), even if those costs exceed the amounts allowed by a court scale.

This matter is now under this firm's control. You should send all payments to this firm. If you make a payment other than to this firm, you should immediately call this firm and advise us of that payment.

If you fail to make your payments to this firm or fail to immediately advise us of any payment which you make, this firm will continue collection and you will be liable for all of our costs up to the time at which we are told of your payment.

If you fail to pay any cost reasonably charged by this firm, whether or not it has been invoiced at the date of payment, that cost will be debited to your account and will be payable by you as a debt due to the Owners Corporation pursuant to the Act.

THE ONUS IS ON YOU TO ENSURE THAT THIS FIRM IS INFORMED OF ANY PAYMENT AS SOON AS IT IS MADE.

THE ONUS IS ON YOU TO ENSURE THAT THIS FIRM IS INFORMED OF ANY PAYMENT AS SOON AS IT IS MADE.

Yours faithfully

J.S. MUELLER & CO
Per: Nasreen Haragli

Any payment made to this office must be in the form of a cheque or money order. We DO NOT accept cash, eftpos, credit card or other forms of payment

Liability limited by a scheme approved under Professional Standards Legislation

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R 4

Att: Nasreen Haragli
J S Mueller & Co
Solicitors
1st Floor
240 Princess Highway
Arncliffe 2205

Dear M/s Haragli

RE: Your ref:BWB:NH:9244 SP50785

Further to my telephone conversation with you and B. Bentley and as advised I represent Universal Finance Holdings Pty Ltd (UFC). Authorities to that effect are with the Secretary of SP50785.

I am in receipt of your letter of 5.7.2010, whereby you demand an amount of $7,811.97 as a debt based on arrears levies that allegedly my client owes the owners corporation SP50785.

We deny any such liability and intent to vehemently defend such false allegations and claims.

The statement below is based on the enclosed document being "owner ledger" faxed to UFC by the Secretary of SP50785 on 7.7.2010. A copy is attached for your perusal.
To start with a simple calculation of the columns of the levies and other items allegedly due will indicate that the total is $23,798.42. On the other hand a simple calculation of the amounts paid by my clients shows a total of $24,054.31 leaving a credit balance of $255.89 in favour of UFC.

I would suggest that before any further action is taken by you or us, you do the abovementioned calculations correctly and retract your letter of demand with a letter of apology from the owner's corporation for the discomfort and expenses they have subjected my client to with the false and incorrect allegations.

We further demand that all debt collection fees calculated whether shown on the enclosed ledger or not be reversed and your confirmation to that effect.

I also note under item 24 that an amount of $1,100.00 charged as "License Fee for Lot 21" is listed as paid. No such amount is due as it does not represent any factual liability for UFC.

I also note under item 24 that an amount of $1,100.00 charged as "License Fee for Lot 21" is listed as paid. No such amount is due as it does not represent any factual liability for UFC.
Bylaw 42.5 does not include any such charges. If the claim is based on a recent amendment the owner's corporation has made to bylaw 42.5 such amendment is not valid as it related to exclusive use of common property and as such comes under s52 of the Act. No notification has been received and no consent to any such amendments has been given by UFC. As such we consider the bylaw to have no effect.

As you will notice the owners corporation ledger shows an amount of $7,690.68 (under item 2), which, as indicated, has been paid by UFC over a period from 22.4.2009 to 26.8.2009. As you

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can observe UFC were not aware of such arrears and the payments made represented minor payments for phone usage and general maintenance. It is my opinion that since the payments were made for a specific invoice forwarded to UFC by the owners corporation, the payments should have been allocated for the intended purpose and not for what the owner's corporation opted to use them for. The same comment would apply to the charge of $1,100.00 under item 24. A charge to which as mentioned above we do not recognise.

R5

We require an explanation as to what the amount of $7,690.68 (item 2) stands for as it refers to "opening balance ***misc. charges***". We also note that item No.1 refers to "***opening balance arrears***" which clearly indicates that item 1 covers the actual, at the time, unpaid levies.

I recently spoke to a M Price regarding the "bylaw charges" he suggested bylaw 26 was relevant and we did discuss that the amendments to bylaw 42.5 were not valid on the grounds stated above, noting that no consent to the Bylaw from UFC could be produced. He was to forward to UFC copies of those bylaws and relevant details upon which he bases his claims and charges. So far we received nothing that is likely to explain the reasons for the charges mentioned above.

Furthermore it appears that the owner's corporation and you have included in the amount you are ***demanding levies that are not yet due or payable***. Namely levies due on 1.9.2010, 1.12.10 & 1.3.2011.

I note that even with the inclusion of the levies that are not yet due the total amount due as per the owner's ledger is $5,692.00 plus interest as indicated of $3.11.
We would need an explanation as to how you calculated and demand an amount of $7,811.97.

We expect a clear and detailed indication of what the owner's corporation is demanding and how you justify the amount of $7,811.97 that you are now demanding, before any further action is pursued either by you or by us.

With regards to my claim that your office is in conflict of interest in acting against UFC, I reserve the right to contest that in due course if necessary.

In anticipation of your early response,

Tony Conides
On behalf of UFC
A & N Strata Management

Tony Conides
On behalf of UFC
A & N Strata Management

17.7.2010

NSW GOVERNMENT | Fair Trading

Mediation Services Unit
PO Box A805
Sydney South NSW 1235
Tel: 13 32 20 Fax: 02 9641 6565
www.fairtrading.nsw.gov.au

The Owners - SP50785
C/- The Secretary
1-3 McDonald Street
CRONULLA NSW 2230

Phone: 9641 6567
paul.king@services.nsw.gov.au
27 April, 2012

Dear Secretary

Application for Mediation. SP: 50785. File No: SM12/0475PK
1-3 McDonald Street CRONULLA

The Mediation Services Unit has received an application for mediation lodged by Universal Finance Holdings Pty Ltd, the applicant, which names the above Owners Corporation as the respondent.

The application referred to above is about evidence of registration of by-laws 2, 21, 42 & 42.5, by-laws 42.5 and 2 to be repealed, maintenance/repair of "Gazepo", responsibility for lift maintenance, refund of all charges for the lift against lot 21.

The Mediation Services Unit offers mediation to assist people involved in strata schemes to resolve a wide range of disputes quickly and economically through a process of negotiated discussion.

Please inform the Executive Committee about the above application and request they convene a meeting to decide whether they would like to participate in a mediation session.

Could you also explain they have the right to decline to participate in mediation. If mediation is declined, or if the matter is not settled via mediation it is open to the applicant to apply for a Strata Scheme Adjudicator's order. If an order is sought, the owners corporation will be invited to make submissions to the Adjudicator.

Mediation has been set for **10.00am on Thursday 17 May 2012** at **Level 13, 175 Castlereagh Street, Sydney**. Mediation may take 3 hours or more and parties are requested to set aside this time to allow for a possible resolution.

Please let me know the owners corporation's response by Monday 7 May 2012. My direct telephone number is **(02) 9641 6567. Do not have the owners corporation attend on the above date without first confirming their attendance.**

I have included some information on the resolution of disputes under the strata legislation for your information. If you or any members of the Owners Corporation have any questions about

I have included some information on the resolution of disputes under the strata legislation for your information. If you or any members of the Owners Corporation have any questions about this application or the mediation process, please call me.

Yours sincerely

Paul King
Mediator
for the Deputy Commissioner for Fair Trading