STM | STRATA TITLE MANAGEMENT
your strata care company

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# NOTICE OF EXTRAORDINARY GENERAL MEETING OF THE OWNERS CORPORATION

**NOTICE OF BUSINESS** to be dealt with at the Extraordinary General Meeting of the **Owners-Strata Plan No 50785** To be held in the **BBQ Area** at **1-3 McDonald Street, Cronulla** NSW 2230 On **Wednesday, 2 December 2015** commencing at **7.00pm**

## PRELIMINARIES/AGENDA

1. Recording of persons present personally or by proxy.
2. Recording of apologies.
3. Announcement of persons entitled to vote.
4. Determination of quorum.
5. Determination of Motions 1 - 4

## CONFIRMATION OF RECORDS

| ***MOTION 1*** | ***Minutes*** | ***Ordinary Resolution*** |
|---|---|---|

**THAT** the minutes of the previous General Meeting held 21 April 2015 be confirmed as a true and accurate account of the proceedings at that meeting.

*Explanatory Note: This motion refers to accepting the minutes of the last meeting.*

## BALUSTRADING

| ***MOTION 2*** | ***Balustrading*** | ***Ordinary Resolution*** |
|---|---|---|

**THAT** the tender submitted by Feenix NSW Pty Ltd be accepted for the quoted price of $1,077,884.00 plus GST to replace and upgrade all existing balcony railings with frameless balustrading as approved at the 2015 Annual General Meeting and that a building works agreement be executed.

*Explanatory Note: This motion is to formally resolve to proceed with the most competitive and inclusive tender received from Feenix to replace and upgrade all existing balcony railings with Frameless balustrading, in accordance with the formal recommendation received by the appointed project manager, Davis Langdon. A copy of the tender analysis and recommendation is available on the Cote Website at http://cote-cronulla.net/ .*

*It is important to note, the total project cost is estimated at around $1,200,000.00 plus GST which incorporates Balustrade Demolition and Replace - $1,077,884.00 plus GST, Contingency Allowance - $67,416.00 plus GST, Architect - $3,675.00 plus GST, Rendersmart - $1,600.00 plus GST, Project Manager - $49,425.00. Despite the cost exceeding original budget estimates, it is intended to fund this work via existing sinking fund monies however should the need arise, a special levy may be considered at a future general meeting to replenish funds.*

*A copy of the tender analysis and recommendation is included in the meeting notice. The design of the balcony railings is in accordance with the design approved at the 2015 Annual General Meeting.*

*The appointed Project Manager and Architect from Davis Langdon will be in attendance at the meeting to answer any questions owners may have.*

# MOTIONS TO PERMIT INSTALLATION OF AWNING ADJACENT TO LOT 21 IN STRATA PLAN NO. 50785
# OPAH RESTAURANT, COTE d'AZUR

| | | |
|---|---|---|
| ***MOTION 3*** | ***Installation of Awning Adjacent to Lot 21*** | ***Special Resolution*** |

**THAT**, subject to the succeeding motion being approved and carried, the owners corporation SPECIALLY RESOLVES pursuant to section 65A of the Strata Schemes Management Act 1996 that the owner of Lot 21 be authorised to add to and alter the common property by carrying out the works described in Special By-Law No.44 – Awning (Lot 21), the terms of which by-law are set out or referred to in the next motion, on the conditions of that by-law, including the condition that the owner is responsible for the ongoing maintenance, repair, renewal and replacement of the works and the common property occupied by the works.

| | | |
|---|---|---|
| ***MOTION 4*** | ***By-Law for Installation of Awning Adjacent to Lot 21*** | ***Special Resolution*** |

**THAT**, subject to the preceding motion being approved and carried, the owners corporation SPECIALLY RESOLVES pursuant to section 52 of the Strata Schemes Management Act 1996 that an additional by-law be made, Special By-Law No. 45 – Awning (Lot 21), on the terms set out below, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

***Special By-Law No.45 – Awning (Lot 21)***

## 1. Introduction

This by-law gives the owner of lot 21 special privileges to install and retain an awning on the common property adjacent to that lot on certain conditions.

## 2. Definitions

In this by-law:

"**awning**" means the awning to be constructed during the works,

"**lot**" means lot 21 in Strata Plan No. 50785,

"**owner**" means the owner for the time being of the lot (being the current owner and all successors),

"**plans**" means the following plans copies of which are attached to this by-law:

| *Plan number* | *Reference* | *Prepared by* | *Date* |
|---|---|---|---|
| 2385 | Sheet 1 of 1 - Site, Stormwater Plan, North East Elevation, Roof Plan, | Abacus Shade Structures | 2 April 2015 |
| 2151 | Drawing 1 revision 1<br>- roof plan, view A and B. Elevation | Abacus Shade Structures | 8 July 2014 |

| | | | |
|---|---|---|---|
| 2151 | Drawing 1 of 1<br>revision 1 - Structural Details endorsed by Kneebone, Beretta and Hall Pty Ltd (Trevor B Hall) | Abacus Shade Structures | 18 September<br>2011 |
| Code 7213/5244/907250 | Colour Scheme | Valmex - FR580 Shade Sail PVC | Undated |

"**specifications**" means the Valmex FR 580 specification sheet of Mehler Texnologies a copy of which is attached to this by-law, and

"**works**" means the alterations and additions to the common property adjacent to the lot described and shown in the plans and specifications generally being the construction of an awning over existing supports above the balcony adjacent to the lot.

## *3. Works Authorisation*

The owners corporation:

(a) authorises the works, and

(b) confers on the owner special privileges in respect of the common property to be occupied by the awning to permit the awning to remain on that common property,

upon and subject to the conditions set out in this by-law.

## 4. The Conditions

### 4.1 Before the Works

**(a) Planning Approvals**

Before commencing the works, the owner must:

(i) obtain development consent for the works from the Local Council under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the development consent including all conditions of consent, and

(ii) obtain a construction certificate for the works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the works to commence and give the owners corporation a complete copy of any such documents or certificates.

**(b) Insurance Certificates**

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim and note the interests of the owners corporation.

**(c) Engineer's Certificate**

Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that the works will be structurally adequate and will not affect the structural integrity of the building or any part of it.

**(d) Dilapidation Report**

Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a dilapidation report in respect of all areas of the lot and common property adjacent to the location of the works. The dilapidation report must include a photographic record of all of the areas which need to be included in the report.

**(e) Costs of this By-Law**

Before commencing the works, the owner must pay all of the costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

**4.2 During the Works**

**(a) Quality of the Works**

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

**(b) Licensed Contractors**

All contractors engaged on the works must be appropriately qualified and licensed.

**(c) Specifications for the Works**

The owner must ensure that the works are carried out and completed strictly in accordance with the plans and specifications. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

**(d) Time for Completion of the Works**

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

**(e) Work Hours**

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday.

**(f) Noise and Disturbance**

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**(g) Location of the Awning**

The awning must be installed entirely on the common property adjacent to the lot in the location shown in the plans and must not encroach upon any other part of the common property or any other lot.

**(h) Transportation of Construction Equipment**

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

**(i) Debris**

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

**(j) Protection of Building**

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

**(k) Daily Cleaning**

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

**(l) Storage of Building Materials on Common Areas**

The owner must make sure that no building materials are stored on the common property.

**(m) Times for Operation of Noisy Equipment**

The owner must make sure that 48 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment.

**(n) Vehicles**

The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

**(o) Right of Access**

The owner must give the owners corporation's nominated representatives access to inspect the works within 24 hours of any request by the owners corporation.

**(p) Cost of the works**

The owner must pay all costs associated with the works.

***4.3 After the Works***

**(a) Completion Notice**

Immediately upon completion of the works the owner must notify the owners corporation in writing that the works have been completed.

**(b) Restoration of Common Property**

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

***(c) Engineer's Certificate***

*As soon as practicable after completion of the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that the works are structurally adequate and have not affected the structural integrity of the building or any part of it.*

**(d) Planning Certificates**

As soon as practicable after completion of the works, the owner must, at the owner's own cost, give the owners corporation any certificate or other document that must be issued upon or after completion of the works under Part 4A of the *Environmental Planning and Assessment Act 1979* including any necessary occupation certificate or compliance certificate.

## 4.4 Enduring Obligations

**(a) Maintenance of the Works**

The owner must, at the owner's own cost, properly maintain the works and the awning and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works and the awning.

**(b) Maintenance of the Common Property**

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

**(c) Repair of Damage**

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works or the awning no matter when such damage may become evident.

**(d) Appearance of the Awning**

The owner must ensure that the awning has an appearance which is in keeping with the appearance of the rest of the building in which the lot is situated. The owner must also ensure that the awning does not create any glare that is likely to disturb the peaceful enjoyment of the owner or occupier of another lot or of any occupant of a neighbouring property.

**(e) Noise from the Awning**

The owner must ensure that the awning does not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**(f) Connection of Utilities**

In the event that electricity is connected to the awning and the existing electricity service to the lot is separately metered and charged to the account of the owner then the owner must ensure that the new electricity service is installed so as to also be separately metered and charged to the account of the owner.

**(g) Insurance**

The owner must take out insurance in respect of damage to property, death or bodily injury for which the owner could become liable in damages as a result of the works and the awning for a cover of not less than $10,000,000 for each event in respect of which any claim or claims may be made.

**(h) Indemnity**

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the awning, the altered state, condition or use of the common property arising from the works and the awning, or any breach of this by-law.

**(i) Compliance with all Laws**

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works and the awning (for example, the conditions of Local Council's development consent to the works).

**5. Breach of this By-Law**

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying that breach, and

(iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

**6. Avoidance of Doubt**

To avoid doubt, nothing in this by-law grants to or confers on the owner a right of exclusive use and enjoyment in respect of any part of the common property.

*Explanatory Note: Motions 4 & 5 have been submitted by the owner of Lot 21 seeking approval for an awning to be installed to the area immediately adjacent to Lot 21 in accordance with the plans and specifications submitted and in accordance with terms and conditions of the proposed by-law. The by-law was drafted by the Owners Corporations preferred Lawyer J.S. Mueller and Co. at the full cost of the owner.*

*The owners of Opah Restaurant will be in attendance at the meeting to answer any questions owners may have.*



**STRATA TITLE MANAGEMENT**

Dated: 17 November 2015