STRATA TITLE MANAGEMENT
your strata care company
ABN: 43 119 665 762
www.stratatitle.com.au

MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION – SP 50785

MINUTES OF BUSINESS dealt with at the Annual General Meeting of the Owners-Strata Plan 50785
Held on Tuesday, 18th April 2017
In The BBQ Area, 1-3 McDonald Street, Cronulla
Commenced at 7.00pm

PRESENT: R & T McCubbin (Lot 17), G & E Fitzgerald (Lot 22), C & L Opperman (Lot 31), S Jarvis (Lot 34), P Dobson (Lot 35), B Szumara (Lot 38), M Bright (Lot 41), Y Van Ryn (Lot 42) I Celarc (Lot 49), J Riordan (Lot 50), C Lock (Lot 51), B Salisbury (Lot 52), A & P Liu (Lot 53), C Beebe (Lot 54), K O'Shea (Lot 56), F Seddon (Lot 60), A Thompson (Lot 63), W Hoddinott (Lot 70), A & S Hansen (Lot 72), M Pearson (Lot 73), S Carruthers (Lot 79), B Gale (Lot 82), D Gourley (Lot 83), N Bayliss (Lot 86), R & M Earle (Lots 90 & 96), R & A Boswell (Lot 93), E Macdonald (Lot 97), J & B Crewes (Lot 99), J Morgan (Lot 101), E Korbel (Lot 104)

PRESENT BY PROXY: R Gower (Lots 64, 68 & 80) proxy to C Beebe,
R & J White (Lot 84) proxy to N Bayliss

APPOLOGIES: D Oliver (Lot 30), E Thompson (Lot 67), C Adams (Lot 102)

IN ATTENDANCE: John Stevens of Premier Contract Cleaning Pty Ltd
Daniel Goodwin & Lauren Spink of Strata Title Management

CHAIRPERSON: Daniel Goodwin

THERE BEING A QUORUM PRESENT THE CHAIRMAN DECLARED THE MEETING OPEN AT 7.00PM

CONFIRMATION OF RECORDS

MOTION 1	***Minutes***	***Ordinary Resolution***
RESOLVED that the minutes of the previous General Meeting held 11 April 2016 be confirmed as a true and accurate account of the proceedings at that meeting.		

FINANCIAL MATTERS

MOTION 2	***Financial Statements***	***Ordinary Resolution***

RESOLVED that the statement of key financial information and the audited financial statements of accounts for the period **01/03/2016 to 28/02/2017** be adopted.

MOTION 3	***Auditor***	***Ordinary Resolution***

RESOLVED that a recommended auditor be appointed for the financial year **01/03/2017 to 28/02/2018**.

MOTION 4	***Term Deposits***	***Ordinary Resolution***

RESOLVED that the duly elected Treasurer be authorised to provide standing instructions to the Strata Managing Agent concerning the investment of trust funds into higher interest bearing accounts.

MOTION 5	***Management of Levy Arrears***	***Ordinary Resolution***

RESOLVED that the Owners – Strata Plan No 50785 RESOLVE pursuant to the Strata Schemes Management Act 2015 (including Section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;

> ***Important Note:***
>
> ***STM's debt recovery process is to send owners the original levy notice at six weeks prior to the due date. STM then sends a first reminder 34 days after the due date, a second reminder 48 days after the due date and a final reminder 64 days after the due date. Our solicitors will be engaged 28 days from the final reminder issue date. This strict process is necessary to ensure that our scheme have suitable cash flows in order to maintain expenditure levels for services.***

b) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of The Owners- Strata Plan No 50785;

c) to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

d) Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;

e) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

MOTION 6	***Payment Plans***	***Ordinary Resolution***

RESOLVED that the Owners – Strata Plan 50785 RESOLVE to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata manager and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

MOTION 7	***Annual Budget and Contributions***	***Ordinary Resolution***

a) **RESOLVED** that in accordance with Section 79 of the Strata Schemes Management Act 2015, that the proposed annual budget* for the financial period 01/03/2017 to 28/02/2018 be adopted.

b) **RESOLVED** that in accordance with Section 81 of the Strata Schemes Management Act 2015, the proposed contributions (levies) payable for the financial period 01/03/2017 to 28/02/2018 be as follows:-

ADMINISTRATIVE FUND: $733,333.70 GST Inclusive
CAPITAL WORKS FUND:** $476,666.30 GST Inclusive

And that the contributions be levied in four equal instalments in accordance with Section 81 of the Strata Schemes Management Act 2015 and payable by each Lot owner according to unit entitlement as shown in the table below.

Proposed Administration Fund Budget

Levy Period			**Due Date**	**TOTAL (INCL GST)**
01.03.2017	-	31.05.2017	Previously Issued	$183,333.38
01.06.2017	-	31.08.2017	Previously Issued	$183,333.38
01.09.2017	-	30.11.2017	01.09.2017	$183,333.46
01.12.2017	-	28.02.2018	01.12.2017	$183,333.46
			TOTAL	**$733,333.70**
01.03.2018	-	31.05.2018	01.03.2018	$183,333.43
01.06.2018	-	31.08.2018	01.06.2018	$183,333.43

Proposed Capital Works Fund Budget

Levy Period	Due Date	TOTAL (INCL GST)
01.03.2017 - 31.05.2017	Previously Issued	$110,000.00
01.06.2017 - 31.08.2017	Previously Issued	$110,000.00
Adjustment Levy 01.03.2017 - 31.08.2017	01.09.2017	$18,333.15
01.09.2017 - 30.11.2017	01.09.2017	$119,166.58
01.12.2017 - 28.02.2018	01.12.2017	$119,166.58
	TOTAL	**$476,666.30**
01.03.2018 - 31.05.2018	01.03.2018	$119,166.58
01.06.2018 - 31.08.2018	01.06.2018	$119,166.58

Levy periods commencing: 01/03/2017

c) **RESOLVED** that in the event that the Owners Corporation is unable to hold the next Annual General Meeting by 15th April 2018 the Owners Corporation estimates and approves that the yearly and quarterly expenses of the scheme will be the same as those contained in the current budget and accordingly resolves to raise a levy for the quarter 01/03/18 – 31/05/18 quarter and 01/06/18 to 31/08/18 in the same amount and equivalent to the quarterly levy raised and payable for the previous quarter 01/12/2017 – 28/02/2018.

Note: ***The Owners Corporation resolved to adopt the Capital Works Fund Forecast and the above budget reflects this.***

MOTION 8	***Transfer of Funds***	***Ordinary Resolution***

RESOLVED that the Owners Corporation agree to transfer $100,000 from the Administration Fund to the Capital Works fund.

MOTION 9	***Levy Discount***	***Ordinary Resolution***

RESOLVED that the owners corporation decide, pursuant to Section 85(4) of the *Strata Schemes Management Act 2015 (NSW)* to provide a 10 percent discount to an owner if their standard quarterly levy is received **BEFORE** the date on which it becomes due and payable.

MOTION 10	***10 Year Capital Works Fund Forecast***	***Ordinary Resolution***

RESOLVED that the Owners Corporation review and adopt the Capital Works Fund Forecast as completed by Solutions In Engineering effective from 01/03/2017 for the anticipated major capital expenditure of the strata scheme over a 10 year period in accordance with Section 80 of the Strata Schemes Management Act 2015 (NSW).

MOTION 11	***Balustrading Project***	***Ordinary Resolution***

RESOLVED that an update be given by the Chairman of the Strata Committee on the Balustrading Project.

It was noted that:
- Works are still underway on the tower, with the penthouses having been completed.
- Safe work method statements have been updated.
- There have been delays due to the stainless steel being defective
- Completion is estimated for the end of May.

MOTION 12	***Removing Limitation***	***Ordinary Resolution***

RESOLVED that in accordance with Section 102 of the Strata Schemes Management Act 2015, the Owners Corporation resolves to remove the limitation relating to expenditure in excess of 10% above the budget on any one item or matter.

MOTION 13	***10 Year Capital Works Fund***	***Ordinary Resolution***

DEFEATED that the Owners Corporation resolve to do the following:

(a) Engage a suitably qualified consultant to review, carry out and/or assess the capital upgrade and maintenance requirements of the building for the next ten (10) years or an updated report each five (5) years, and provide the Capital Works Fund Analysis report; and

(b) To submit that report to the Strata Committee to determine what action is required, if any; and

(c) To delegate to the strata manager the function pursuant to the Agency Agreement additional duties schedule to undertake the seeking of quotations and engaging the contractor to prepare the report and any ancillary work approved by the Strata Committee.

MOTION 14	***Election of Strata Committee***	***Election/Ordinary Resolution***

RESOLVED that in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the election of the Strata Committee takes place and that:

a) The Chairperson announce the names of the candidates already nominated in writing for election to the Strata Committee;

1. **Ellie Thompson** (Lot 67)

b) The Chairperson call for any oral nominations of candidates eligible for election to the Strata Committee;

2. **Kevin O'Shea** (Lot 56)
3. **David Gourley** (Lot 83)
4. **Carey Beebe** (Lot 54)
5. **Sandra Hansen** (Lot 72)
6. **Sharen Carruthers** (Lot 79)
7. **Gus Liu** (Lot 53)
8. **Rob McCubbin** (Lot 17)

c) The Chairperson declare that nominations are closed;

d) That the number of members to the Strata Committee be set at 8.

MOTION 15	***Restricted Matters***	***Ordinary Resolution***
RESOLVED that no additional restrictions be placed on Strata Committee other than those currently imposed by Section 36 (3b) of the Act.		

BUILDING INSURANCE

MOTION 16	***Confirmation of Insurances***	***Ordinary Resolution***
RESOLVED that the Owners Corporation's insurance policies currently in place be confirmed.		

MOTION 17	***Renewal of Insurance Policy***	***Ordinary Resolution***
RESOLVED that the Strata Managing Agent be instructed to renew next years insurance policy through a recommended insurance broker, subject to recommendations for renewal being presented to and accepted by the Strata Committee in accordance with the legislation.		

MOTION 18	***Valuation for Insurance Purposes***	***Ordinary Resolution***
RESOLVED that an updated valuation for insurance purposes be obtained prior to the expiration of the current policy period and that the Strata Managing Agent be authorised to alter the sum insured for next year's insurance policy in line with the valuation figure.		

MOTION 19	***Additional Insurances***	***Ordinary Resolution***
RESOLVED that an insurance policy continues to be executed for office bearer's liability and/or misappropriation of money or property of the Owners Corporation.		

COMPLIANCE/RISK MANAGEMENT

MOTION 20	***Commissions and Training Services***	***Ordinary Resolution***
RESOLVED that the report be received from the Strata Managing Agent on commissions and training services received in the past 12 months and estimate of commissions and training services to be received in the next 12 months.		

MOTION 21	***Work, Health and Safety Report***	***Ordinary Resolution***
DEFEATED that the Owners Corporation engage *Solutions in Engineering* to carry out a Compliance Report of the common property in accordance with the *Work Health and Safety Act 2011.*		

MOTION 22	***Asbestos Report and Register***	***Ordinary Resolution***

DEFEATED that the Owners Corporation engage a specialist to complete an Asbestos Report and arrange an Asbestos Register (if Asbestos Containing Materials are located).

MOTION 23	***Annual Fire Safety Statement***	***Ordinary Resolution***

a) **RESOLVED** that the current Annual Fire Safety Statement be considered and to confirm the reappointment of the same fire services company for the completion and submission of the next Annual Fire Safety Statement.

b) **RESOLVED** that Strata Title Management be authorised to complete, sign and lodge the Annual Fire Safety Statement on behalf of the Owners Corporation in accordance with the Environmental, Planning and Assessment Act 1979 with Council; and be authorised to sign any necessary paperwork and to complete any necessary repairs on behalf of the Owners Corporation in order to satisfy the requirements of Council.

APPOINTMENT OF STRATA MANAGING AGENT

MOTION 24	***Appointment of Strata Managing Agent***	***Ordinary Resolution***

RESOLVED that in accordance with Section 52 (1) of the Strata Schemes Management Act 2015 ("**Act**") that:

(a) Strata Title Management Group Pty Ltd trading as Strata Title Management ("**Agent**") be appointed as strata managing agent of Strata Scheme No 50785;

(b) The Owners Corporation delegate to the Agent all of its functions (other than those listed in section 52 (2) of the Act) and all of the functions of its Chairperson, Secretary, Treasurer and Strata Committee;

(c) The Owners Corporation execute the written agreement, ("**Agreement**") circulated with this agenda, to give effect to this appointment and delegation and that the Secretary and one other Strata Committee Member be authorised to sign the agreement on behalf of the Owners Corporation under common seal in accordance with Section 273 of the Strata Schemes Management Act 2015;

(d) The delegation is subject to the conditions and limitations set out in the Agreement; and

(e) That upon execution on the Agreement, the Owners Corporation and the Agent mutually agrees that this Agreement supersedes and cancels all previous delegations and Agency Agreements between the Owners Corporation and the Agent.

BUILDING DEFECTS

MOTION 25	***Building Defects***	***Ordinary Resolution***

RESOLVED that the Owners Corporation considers any building defects at the strata scheme currently under a statutory warranty period under the Home Building Act 1989 and the proposed rectification of those defects. It was noted that there were no Building Defects to report.

REVIEW OF BY-LAWS

MOTION 26	By-Laws	Ordinary Resolution

RESOLVED that the Owners Corporation review their existing by-laws in accordance with Schedule 3, Clause 4 of the Strata Schemes Management Act 2015 (NSW).

It was noted that the update was in progress, and a general meeting will be called prior to 30 November 2017 to adopt the consolidated by-laws.

MOTION 27	By-Law for Minor Renovations	Special Resolution

A) RESOLVED that the owners corporation **SPECIALLY RESOLVES** pursuant to sections 110 and 136 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, **Special By-Law – Minor Renovations –** on the following terms set out below and that notifications of the by-law be lodged for registration at the Registrar- General's Office.

SPECIAL BY-LAW – MINOR RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015,*

(b) "**apartment**" means a lot in the strata scheme,

(c) "**building**" means the building in the strata scheme in which your apartment is located,

(d) "**common area**" means the common property in the strata scheme,

(e) "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:

(i) renovating a kitchen,

(ii) renovating a bathroom in a manner that does not involve waterproofing,

(iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,

(iv) changing recessed light fittings,

(v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,

(vi) installing or replacing wood or other hard floors,

(vii) installing or replacing wiring or cabling or power or access points,

(viii) installing or replacing pipes and ducts,

(ix) work involving reconfiguring walls in a manner that does not involve structural changes,

(x) installing a rainwater tank,

(xi) installing a clothesline,

(xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,

(xiii) installing double or triple glazed windows,

(xiv) installing a heat pump or hot water service,

(xv) installing ceiling insulation,

(xvi) installing an aerial or antenna,

(xvii) installing a satellite dish with a diameter no greater than 1.5 metres,

(xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

(f) "**non-minor renovations**" means:

(i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(ii) work involving structural changes,

(iii) work that changes the external appearance of a lot, including the installation of an external access ramp,

(iv) work involving waterproofing,

(v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

(vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) "**strata scheme**" means the strata scheme to which this by-law applies, and

(h) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 The Approval Process

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the minor renovations,

(d) drawings, plans and specifications for the minor renovations,

(e) an estimate of the duration and times of the minor renovations,

(f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

(a) Prior Notice
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

(b) Contractor's Licence and Insurance Details
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of $10,000,000.00,

(iii) workers compensation insurance policy (if required by law), and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),

(c) Engineer's Report
if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

(d) Acoustic Consultant's Report
if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(e) Dilapidation Report
if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond
if requested to by the owners corporation, pay a bond to the owners corporation in the sum of $5,000 or such other amount determined from time to time by the owners corporation,

(g) Costs
pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 During the Minor renovations

During the minor renovations you must:

(a) Standard of Workmanship
ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Minor Renovations
make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Minor Renovations
make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Minor Renovations

ensure that the minor renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment
make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Minor Renovations
ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Noise During Minor Renovations
ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(h) Transportation of Construction Equipment
ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(i) Debris
ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(j) Storage of Building Materials on Common Areas
make sure that no building materials are stored in a common area,

(k) Protection of Building
protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(l) Daily Cleaning
clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,

(m) Interruption to Services
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(n) Access
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,

(o) Vehicles
ensure that no contractor's vehicles obstruct the common areas including the driveway areas 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,

(p) Security
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

(q) Variation to Minor Renovations
not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,

(r) Costs of Minor renovations
pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

(a) Notify the Owners Corporation
promptly notify the owners corporation that the minor renovations have been completed,

(b) Access
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,

(c) Restore the Common Areas

restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,

(d) Expert's Report
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(e) Acoustic Consultant's Report
if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Minor Renovations
properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(b) Repair Damage
repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,

(c) Prevent Excessive Noise
ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring
ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity
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 minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(f) Insurance
if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(g) Comply with the Law
comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or

(b) cleaning any part of the common area as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 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.

7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and

(b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

B) SPECIALLY RESOLVED that, subject to the preceding motion passing, the owners corporation SPECIALLY RESOLVES pursuant to section 106(3) of the *Strata Schemes Management Act 2015* that:

1. it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations carried out in accordance with Special By-Law – Minor Renovations; and
2. in the light of the obligations imposed on owners in that by-law to maintain, renew, replace or repair any minor renovations done by them, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

TOTAL UE VOTES FOR: 3587
TOTAL UE VOTES AGAINST: 0
TOTAL UE VOTES ABSTAINED: 0
TOTAL VOTES COUNTED: 3587
MOTION CARRIED BY SPECIAL RESOLUTION

MOTION 28	***By-Law for Proxies***	***Special Resolution***

DEFEATED that the owners corporation **SPECIALLY RESOLVES** pursuant to section 136 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, **Special By-Law – Proxies** –as per the terms set out in the agenda for the meeting.

TOTAL UE VOTES FOR: 0
TOTAL UE VOTES AGAINST: 3587
TOTAL UE VOTES ABSTAINED: 0
TOTAL VOTES COUNTED: 3587
MOTION DEFEATED

MOTION 29	Special By-Law – Lot 55 Renovations	Special Resolution

RESOLVED that The Owners Corporation **SPECIALLY RESOLVES** pursuant to section 141(2)(a) of the *Strata Schemes Management Act* 2015 that the by-laws of the Owners Corporation are amended by the addition of Special By-law No. 47 – Renovations (Lot 55), as below and that the works described as *Works* in that by-law are specifically authorised, with the owners of lot 55 responsible for their ongoing maintenance and repair.

Special By-law 47 — Lot 55 Renovations

47.1 Introduction
This by-law notes that extensive Works have been undertaken on Common Property by the Owner of residential Lot 55, and details the terms and conditions under which authorization has been retrospectively granted, allowing the Owner exclusive use of so much of the Works as comprise part of the Common Property.

47.2 Works specified
The Owner acknowledges that the following Works have been carried out in the Lot:
a) New bi-fold doors fitted to the balcony without structural alteration, the same exterior color as the original sliding doors they replaced;
b) New suspended ceilings in all living areas and bedrooms;
c) Alteration of Fire services at Owner's cost where required;
d) Removal of non-structural walls in the Lot with certification of structural engineer provided, being any or all of the laundry wall, a kitchen wall, a wall to the ensuite doorway and one internal bathroom wall;
e) New kitchen installed including new appliances, plumbing and electrical services in accordance with the attached plans;
f) Two new bathrooms and a new laundry installed, including waterproofing of all floors;
g) New tiled or floating flooring with sound proofing as necessary to comply with the by-laws; and
h) Re-tiling of the balcony involving removal of original tiles, waterproofing and re-tiling.

47.3 Authorisation, Right of Exclusive Use and Responsibility
a) The Owner has a special privilege to keep and maintain the Works.
b) The Owner has a right of exclusive use and enjoyment of so much of the Works that comprise part of the Common Property on the terms and conditions set out in this by-law.
c) The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.
d) The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

47.4 Terms & Conditions
a) The Owner must make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident.
b) The Owner must notify the Owners Corporation when any such damage to another lot or the Common Property caused by the Works has been repaired.
c) The Owner acknowledges that he has complied with all statutes, by-laws, regulations, rules and other laws in force which are applicable to the Works.
d) The Owner indemnifies and keeps 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 or the altered state or use of the Common Property.

47.5 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 written notice from the Owners Corporation, then the Owners Corporation may:
i) Rectify any such breach;
ii) Enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach; and
iii) Recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

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.

TOTAL UE VOTES FOR: 3587
TOTAL UE VOTES AGAINST: 0
TOTAL UE VOTES ABSTAINED: 0
TOTAL VOTES COUNTED: 3587
MOTION CARRIED BY SPECIAL RESOLUTION

MOTION 30	***Common Property Cleaning Responsibility of Commercial Lots***	***Ordinary Resolution***

RESOLVED that all the restaurant operators and commercial Lot owners (Lots 1, 2, 3, 4, 5, 12 & 21) be informed of their responsibility to comply with Special by-law 42.6 regarding their regular cleaning of the common property beyond their permitted exclusive use areas, and that appropriate action be taken if there is no improvement in cleanliness of the areas within 30 days or if the cleanliness of the area is not regularly maintained.

MOTION 31	***Commercial Insurances***	***Ordinary Resolution***

AMENDED AND RESOLVED that all the restaurant operators and commercial Lot owners (Lots 1, 2, 3, 4, 5, 12 & 21) be requested to provide certificates of currency within 30 days for their public liability insurance, showing on which physical areas their policy covers possible claims from injury to patrons, staff or general public. Further, if such information is not received within 30 days, the Strata Manager is authorized to take appropriate action to ensure the Owners Corporation *minimises any liability* for any claims resulting from restaurant operators trading on common property.

MOTION 32	***Lot 21 Commercial Rental For Use of Common Property As Agreed at December 2015 EGM***	***Ordinary Resolution***

RESOLVED that the Strata Manager report to the Owners at the AGM on his communications with Mr Tony Tartak, business owner of Opah restaurant (Lot 21), and the Strata Committee's negotiations on Mr Tartak's agreement as noted in the minutes of the EGM of 2 December 2015 that he would pay fair commercial rental from the date of that meeting for his continued use of the common property area adjacent to Lot 21

MOTION 33	***PRIDE Budget Allocation***	***Ordinary Resolution***

RESOLVED that a budget of $5000 be allocated to PRIDE for the materials in carrying out necessary approved tasks for the betterment of our building.

MOTION 34	***PRIDE Working Arrangements***	***Ordinary Resolution***

RESOLVED that the Strata Committee and PRIDE are to work with each other in a harmonious way.

Daniel Goodwin

STRATA TITLE MANAGEMENT

Dated: 20th April 2017

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 8.22PM

Notes Following Meeting:

- A vote of thanks was given to Neville Bayliss and the other PRIDE volunteers for their work over the past 12 months
- A vote of thanks was given to Steve Jarvis for all his assistance to many residents of Cote D'Azur