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 – SP50785

MINUTES OF BUSINESS dealt with at the Annual General Meeting of the Owners-Strata Plan No 50785
Held on **Monday 07 May 2018**
In the BBQ Area, 1-3 McDonald Street
Cronulla NSW 2230
Commenced at 7.00pm

PRESENT: Layrir Pty Limited (Lot 1) - company nominee Carl Pearce, R & H Christou & D & K Mystriotis (Lot 2), S & N Trovato (Lot 4), T.N.H.A Enterprises Pty Ltd (Lot 5) - company nominee Tony Kondevski, G Rennie (Lot 7), K Farrell & M Peoples (Lot 9), Davale Properties Pty Ltd (Lot 12) -company nominee Ross Robinson, R Cooper (Lot 14), C Knowles (Lot 15), R & T McCubbin (Lot 17), G & E Fitzgerald (Lot 22), C Opperman (Lot 31), S Jarvis (Lot 34), P Dobson (Lot 35), G Garvan (Lot 37), B Szumara (Lot 38), M Bright (Lot 41), Y Van Ryn (Lot 42) M Harper (Lot 46), J Riordan (Lot 50), C Lock (Lot 51), A & P Liu (Lot 53), C Beebe (Lot 54), K O'Shea (Lot 56), R & C Thompson (Lot 59), F Seddon (Lot 60), A Thompson (Lot 63), E Thompson (Lot 67), W Hoddinott (Lot 70), J Bailey & J Wassermeyer (Lot 71), S Hansen (Lot 72), M Pearson (Lot 73), B Gale (Lot 82), D Gourley (Lot 83), Coventry (Lot 92), C Pithers (Lot 94), R & M Earle (Lot 96), E Macdonald (Lot 97), J & B Crewes (Lot 99), J Morgan (Lot 101), M Duncan (Lot 103), E Korbel (Lot 104)

PRESENT BY PROXY:
R Gower (Lots 64 & 68) proxy to C Beebe,
P Gower (Lot 76) proxy to C Beebe,
N Bayliss (Lot 86) proxy to C Opperman,
J Farlow (Lot 91) proxy to T Korbel

APPOLOGIES: NIL

IN ATTENDANCE:
John Stevens of Premier Contract Cleaning Pty Ltd
Daniel Goodwin & Gabrielle Ziomek of Strata Title Management
Lea Barclay (Lot 55), S Lazell (Lot 101)
Joe Natale (Lot 5 tenant)

CHAIRPERSON: Daniel Goodwin

THERE BEING A QUORUM PRESENT THE CHAIRMAN DECLARED THE MEETING OPEN AT 7.05PM

CONFIRMATION OF RECORDS

MOTION 1.	***Minutes***	***Ordinary Resolution***
RESOLVED that the minutes of the previous General Meeting 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 **01/03/2017 to 28/02/2018** be adopted.

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

RESOLVED that a recommended auditor be appointed for the financial year **01/03/2018 to 28/02/2019**.

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. The Owners Corporations 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.	***10 Year Capital Works Fund Forecast***	***Ordinary Resolution***

RESOLVED that the Owners Corporation review and generally adopt the Capital Works Fund Forecast as completed by **Solutions In Engineering** effective from **07/02/2017** 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 7.	***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 8	***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 9.	***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 **01/03/2018 to 28/02/2019** 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 **01/03/2018 to 28/02/2019** be as follows:-

ADMINISTRATIVE FUND: $666,667.00 Plus GST
CAPITAL WORKS FUND: $433,333.00** Plus GST

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.

Proposed Administration Fund Budget

Levy Period			Due Date	TOTAL (INCL GST)
01.03.2018	-	31.05.2018	Previously Issued	$183,333.43
01.06.2018	-	31.08.2018	Previously Issued	$183,333.42
01.09.2018	-	30.11.2018	01.09.2018	$183,333.43
01.12.2018	-	28.02.2019	01.12.2018	$183,333.43
			TOTAL	**$733,333.70**
01.03.2019	-	31.05.2019	01.03.2019	$183,333.43
01.06.2019	-	31.08.2019	01.06.2019	$183,333.43

Proposed Capital Works Fund Budget

Levy Period			Due Date	TOTAL (INCL GST)
01.03.2018	-	31.05.2018	Previously Issued	$119,166.58
01.06.2018	-	31.08.2018	Previously Issued	$119,166.57
01.09.2018	-	30.11.2018	01.09.2018	$119,166.58
01.12.2018	-	28.02.2019	01.12.2018	$119,166.58
			TOTAL	**$476,666.30**
01.03.2019	-	31.05.2019	01.03.2019	$119,166.58
01.06.2019	-	31.08.2019	01.06.2019	$119,166.58

Levy periods commencing: *01/03/2018*, *01/06/2018*, *01/09/2018* and *01/12/2018*.

c) **RESOLVED** that in the event that the Owners Corporation is unable to hold the next Annual General Meeting by 15/01/2019, 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 *01/03/19 to 31/05/19* quarter and 01/06/19 to 31/08/19 in the same amount and equivalent to the quarterly levy raised and payable for the previous quarter *01/12/18 to 28/02/19.*

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

MOTION 10.	***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;

Cherie Knowles (Lot 15)

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

1. **Kevin O'Shea (Lot 56)**
2. **David Gourley (Lot 83)**
3. **Carey Beebe (Lot 54)**
4. **Sandra Hansen (Lot 72)**
5. **Sharen Carruthers (Lot 79)**
6. **Gus Liu (Lot 53)**
7. **Rob McCubbin (Lot 17)**
8. **Ellie Thompson (Lot 67)**
9. **Kathy Mystriotis (Lot 2)**

All owners were self nominated except S Carruthers who was nominated by J Crewes (Lot 99).

c) The Chairperson declare that nominations are closed;

d) That the number of members to the Strata Committee be set at 9.

Those elected were:

1. **Cherie Knowles (Lot 15)**
2. **Kevin O'Shea (Lot 56)**
3. **Carey Beebe (Lot 54)**
4. **Sandra Hansen (Lot 72)**
5. **Sharen Carruthers (Lot 79)**
6. **Gus Liu (Lot 53)**
7. **Rob McCubbin (Lot 17)**
8. **Ellie Thompson (Lot 67)**
9. **David Gourley (Lot 83)**

10.

MOTION 11.	***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 12.	***Confirmation of Insurances***	***Ordinary Resolution***

RESOLVED that the Owners Corporation's insurance policies currently in place be confirmed.

MOTION 13.	***Renewal of Insurance Policy***	***Ordinary Resolution***

RESOLVED that the Strata Managing Agent be instructed to renew next year's insurance policy through a recommended insurance broker, subject to recommendations for renewal being presented to the Strata Committee in accordance with the legislation.

MOTION 14.	***Valuation for Insurance Purposes***	***Ordinary Resolution***
DEFEATED 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 in line with the valuation figure.		

MOTION 15.	***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 16.	***Commissions and Training Services***	***Ordinary Resolution***
RESOLVED that the report (below) 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.		

Commissions Report:
$8,001.89 in insurance commissions has been received by the managing agent in accordance with the strata management agency agreement during the past 12 months, and an amount of $8,001.89 in insurance commissions is expected to be received in the next 12 months.

Training Report:
The equivalent of $0.15 per lot in training services in the past 12 months, and an amount of $0.15 in training services is expected to be received in the next 12 months.

MOTION 17.	***Work, Health and Safety Report***	***Ordinary Resolution***
DEFEATED that the Owners Corporation engage *Solutions in Engineering* to carry out an Annual Compliance Report of the common property in accordance with the *Work Health and Safety Act 2011.*		

MOTION 18.	***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.

BUILDING DEFECTS

MOTION 19.	***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.

NOTE: The Owners Corporation noted the warranty for the balustrading works is due to expire at the end of June 2018. The owner of Restaurant 2 (Zinc) advised that there were rust issues in the commercial area. All other defects are to be reported to the Building Manager.

MOTION 20.	**Special By-law 103 — Animals**	***Special Resolution***

SPECIALLY RESOLVED that the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, **Special By-law 103 — Animals** on the terms below, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Special By-law 103 — Animals

103.1 Animals

a) You may keep the following within your Lot without our permission:
i) fish housed in a secure aquarium;
ii) a small caged bird (other than a chicken or fowl); or
iii) a small reptile kept in a terrarium.
b) If you keep an assistance animal of your Lot, you must, if we require you, provide evidence to us that the animal is an assistance animal as referred to in Section 9 of *Disability Discrimination Act 1992* of the Commonwealth, and that animal is permitted to accompany you on CP.
c) We also welcome any visitor to Côte accompanied by their assistance animal.
d) You must not allow any other dog, cat, other animal or reptile to enter Côte, or be in a Lot or on CP at any time.
e) You must promptly and permanently remove your animal from Côte if it is declared a nuisance, dangerous or menacing under the terms of the *Companion Animals Act 1998*, or if it upsets the amenity of Côte or the peaceful enjoyment of others because of noise or odour.

TOTAL UE VOTES FOR: 3749
TOTAL UE VOTES AGAINST: 653
TOTAL UE VOTES ABSTAINED: 0
TOTAL VOTES COUNTED: 4402
MOTION CARRIED BY SPECIAL RESOLUTION

85.2% of the Unit Entitlement voted against the 2nd option which was therefore DEFEATED.

MOTION 21	***Lot 14 (B14) Major Renovation By-Law***	***Special Resolution***

SPECIALLY RESOLVED that the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, **Special By-law 124 – Lot 14 (Unit B14) Major Work** on the terms below, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Special By-law 124 - Lot 14 (Unit B14) Major Work

124.1 Introduction

This By-law gives the Owner of Lot 14 (You) special privileges to carry out and retain Major Work on your Lot and CP, as well as exclusive use and enjoyment of CP occupied by your works under certain conditions.

124.2 Works specified

a) The Major Work on your Lot and CP covered by this By-law are as follows:

Ensuite/ Bathroom : Removal of bath tub, shower and toilet.

Waterproof; tile; replace with new shower only, toilet in existing area.

Waterproofing in ensuite, laundry and guest toilet.

b) The Major Work on your Lot and CP must be carried out in accordance with the following plans and specifications that are attached and form part of this By-law:

Refer attached letter dated 17/4/18

124.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work and give you a special privilege to keep and maintain it on the conditions set out in By-law 115 and this By-law.

b) You have a right of exclusive use and enjoyment of so much of the Major Work that comprises part of CP on the terms and conditions set out in this By-law.

c) We retain the right of access and use of any part of CP affected by your Major Work for the purpose of fulfilling any obligation which we may have under Strata Legislation or any other law.

d) You are responsible at all times for properly maintaining and keeping in a state of good and serviceable repair your Major Work and, when necessary, renewing or replacing any part of your Major Work.

124.4 Terms & Conditions

a) Before commencing Major Work, you must:

i) provide us a copy of all tradespersons licences and public liability insurances;

ii) pay our costs incurred in connection with the preparation, reviewing, passing and registration of this By-law.

b) You must complete your Major Work within the expected time frame and in accordance with the plans and specifications.

c) Your Major Work must be carried out in a competent and proper manner by licensed tradespersons.

d) You must comply with all applicable statutes, By-laws, regulations, rules and other laws for the time being

in force.

e) You must minimize disturbance to the peaceful enjoyment of others during your Major Work.

f) You must pay all costs associated with your Major Work and properly maintain them.

g) You must give our nominated representatives access to inspect your Major Work within 48 hours of any request.

h) You must rectify any part of your Major Work that do not comply with the NCC or any applicable Australian Standard at your own cost.

i) You must notify us in writing as soon as your Major Work has been completed.

j) You must restore any damage to other parts of CP or any other Lot caused by your Major Work at your own expense, no matter when such damage may become evident.

k) You indemnify and keep us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of your Major Work, the altered state, condition or use of CP arising from your Major Work or any breach of this By-law.

124.5 Breach of this By-Law

a) If you breach any condition of this By-law and fail to rectify that breach within 30 days of written notice from us, then we may:

i) Rectify any such breach;

ii) Enter any part of CP or your Lot, by our agents, employees or contractors in accordance with the Act for the purpose of rectifying any such breach; and

iii) Recover as a debt due from you the costs of the rectification together with the our expenses 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 us as a consequence of a breach of this By-law.

TOTAL UE VOTES FOR: 4402
TOTAL UE VOTES AGAINST: 0
TOTAL UE VOTES ABSTAINED:
TOTAL VOTES COUNTED: 4402
MOTION CARRIED BY SPECIAL RESOLUTION

MOTION 22	**Special By-law 125 — Requirements for Commercial Lots**	***Special Resolution***

THAT the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, **Special By-law 125 — Requirements for Commercial Lots** on the terms attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

b) **THAT** (subject to part A above being SPECIALLY RESOLVED) the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to repeal by-law 42 (By-Laws applicable to Commercial Lots) on the terms attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

MOTION WITHDRAWN as consent from all seven commercial Lot owners was not received prior to the meeting. This is the second time this motion has been presented to a General Meeting and had to be withdrawn.

MOTION 23	***REPEAL OF SPECIAL BY-LAW 21***	***Special Resolution***

THAT the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to repeal special by-law 21 (Exclusive Use of Common Property of Lot 21) on the terms below, and that notification of the repeal be lodged at the Registrar-General's Office.

SPECIAL BY-LAW NO. 21 – EXCLUSIVE USE OF COMMON PROPERTY (LOT 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;

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;

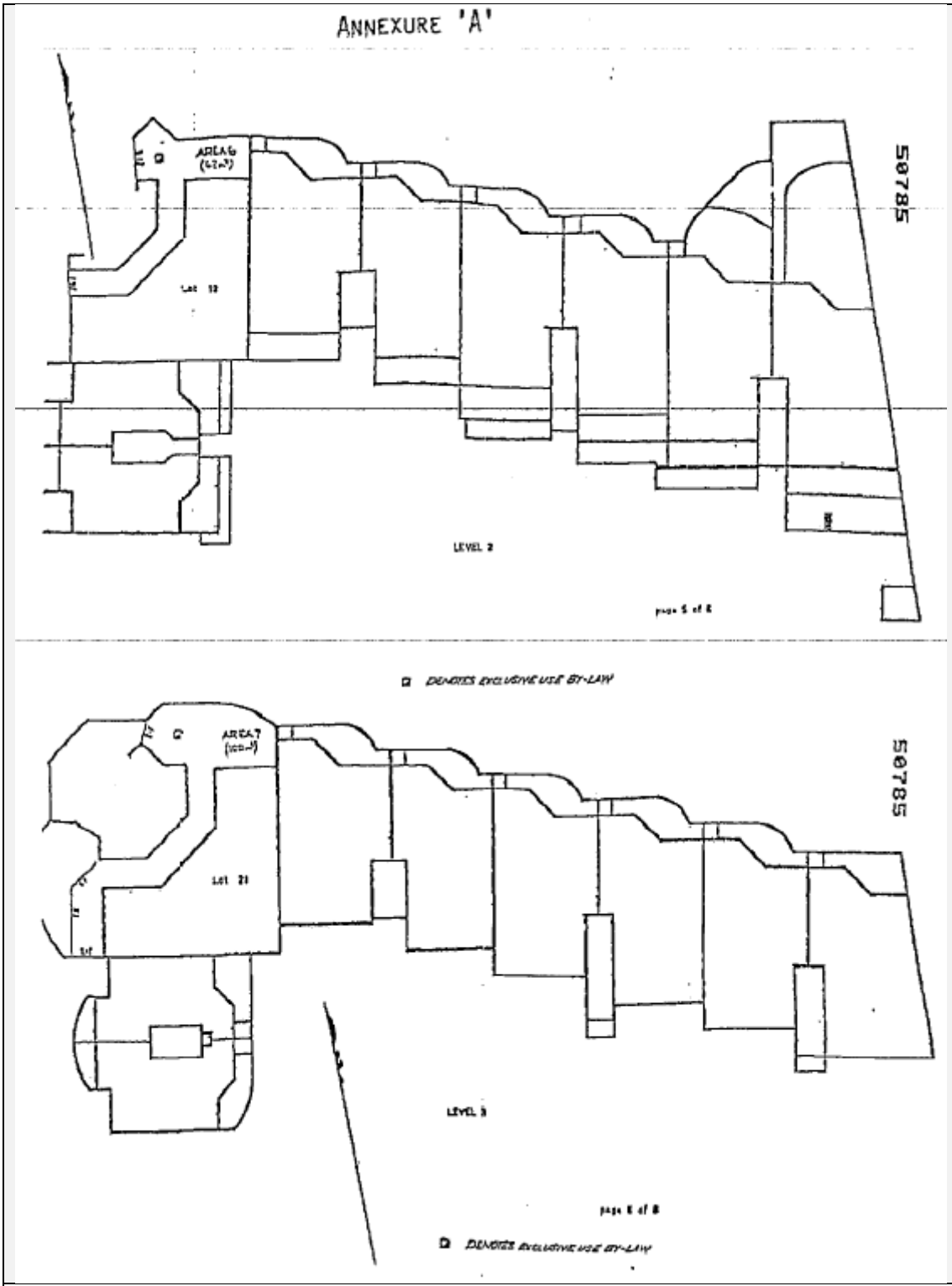
C. The authorised user must remove the tables, chairs and any other items place on the open area:-

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 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 fights conferred by this by-law or use of the open area arising from any loss, damaged 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.



Explanatory Note: This By-law is completely superfluous because it confers no extra benefits or rights on either Lot 21 or the Owners Corporation beyond those contained in Special By-law 1 — Restaurant exclusive use areas which was registered on the title on September 11 1995. This motion can only be considered with the signed consent of Lot 21, which was not forthcoming for the November 2017 EGM.

MOTION WITHDRAWN as consent from the Lot 21 owner was not received prior to the meeting. This is the second time this motion has been presented to a General Meeting and had to be withdrawn, even though these changes to the By-law were ordered by the then CTTT.

MOTION 24	***Amendment of Special By-Law 27***	***Special Resolution***

THAT the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the Strata Schemes Management Act 2015 to amend Special By-law 27 (Registered incorrectly as Special By-law 2 September 30 2003: AA96463P) – by:
a) deleting the definitions of "Elevator" and "Elevator tower" from A(i); and
b) deleting clauses C(iii) and(iv) and renumbering subsequent clauses, thereby returning responsibility for maintenance of the lift and lift tower to the OC.

MOTION WITHDRAWN as consent from the Lot 21 owner was not received prior to the meeting. This is the second time this motion has been presented to a General Meeting and had to be withdrawn, even though these changes to the By-law were ordered by the then CTTT.

MOTION 25	***Lot 22 (B15) Major Renovation By-Law***	***Special Resolution***

SPECIALLY RESOLVED that the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, **Special By-law 126 – Lot 22 (Unit B15) Major Work** on the terms below, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Special By-law 126 - Lot 22 (Unit B15) Major Work

126.1 Introduction

This By-law gives the Owner of Lot 14 (You) special privileges to carry out and retain Major Work on your

Lot and CP, as well as exclusive use and enjoyment of CP occupied by your works under certain conditions.

126.2 Works specified

a) The Major Work on your Lot and CP covered by this By-law are as follows:

Re-tiling of ensuite bathroom including waterproofing with new membrane

Replacement of Toilet, vanity and fittings

b) The Major Work on your Lot and CP must be carried out in accordance with the following plans and

specifications that are attached and form part of this By-law:

Gavaseal quote, Gavaseal work program, Southys Plumbing Job details and quote

126.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work and give you a special privilege to keep and maintain it on

the conditions set out in By-law 115 and this By-law.

b) You have a right of exclusive use and enjoyment of so much of the Major Work that comprises part of CP

on the terms and conditions set out in this By-law.

c) We retain the right of access and use of any part of CP affected by your Major Work for the purpose of

fulfilling any obligation which we may have under Strata Legislation or any other law.

d) You are responsible at all times for properly maintaining and keeping in a state of good and serviceable

repair your Major Work and, when necessary, renewing or replacing any part of your Major Work.

126.4 Terms & Conditions

a) Before commencing Major Work, you must:

i) provide us a copy of all tradespersons licences and public liability insurances;

ii) pay our costs incurred in connection with the preparation, reviewing, passing and registration of this By-law.

b) You must complete your Major Work within the expected time frame and in accordance with the plans and specifications.

c) Your Major Work must be carried out in a competent and proper manner by licensed tradespersons.

d) You must comply with all applicable statutes, By-laws, regulations, rules and other laws for the time being in force.

e) You must minimize disturbance to the peaceful enjoyment of others during your Major Work.

f) You must pay all costs associated with your Major Work and properly maintain them.

g) You must give our nominated representatives access to inspect your Major Work within 48 hours of any request.

h) You must rectify any part of your Major Work that do not comply with the NCC or any applicable Australian Standard at your own cost.

i) You must notify us in writing as soon as your Major Work has been completed.

j) You must restore any damage to other parts of CP or any other Lot caused by your Major Work at your own expense, no matter when such damage may become evident.

k) You indemnify and keep us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of your Major Work, the altered state, condition or use of CP arising from your Major Work or any breach of this By-law.

126.5 Breach of this By-Law

a) If you breach any condition of this By-law and fail to rectify that breach within 30 days of written notice from us, then we may:

i) Rectify any such breach;

ii) Enter any part of CP or your Lot, by our agents, employees or contractors in accordance with the Act for the purpose of rectifying any such breach; and

iii) Recover as a debt due from you the costs of the rectification together with the our expenses 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 us as a consequence of a breach of this By-law.

TOTAL UE VOTES FOR: 4402
TOTAL UE VOTES AGAINST: 0
TOTAL UE VOTES ABSTAINED: 0
TOTAL VOTES COUNTED: 4402
MOTION CARRIED BY SPECIAL RESOLUTION

MOTION 26	***Solar Panels***	***Special Resolution***
RESOLVED that the Strata Committee investigate solar power generation panels for the building.		

MOTION 27	***Pool Heating***	***Ordinary Resolution***
RESOLVED that the Strata Committee investigate solar solar heating for the pool.		

MOTION 28	***Foyer Refurbishment***	***Ordinary Resolution***
RESOLVED that the Strata Committee present their thoughts on the imminent refurbishment of foyers and invite open discussion at the meeting. It was noted that the Strata Committee are investigating a new internal colour scheme and that a new colour scheme would require general meeting approval by special resolution. Advice is being arranged from a colourist.		

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 8.42PM

Yours faithfully
STRATA TITLE MANAGEMENT

Daniel Goodwin
SENIOR COMMUNITY MANAGER

Dated: 10 May 2018