# NOTICE OF EXTRAORDINARY GENERAL MEETING OF THE OWNERS CORPORATION – 50785

**NOTICE OF BUSINESS** to be dealt with at the Extraordinary General Meeting of the Owners - Strata Plan No 50785
To be held on Monday, **2 August, 2021**
**Online only**
**Commencing at 10:00 AM**

## PRELIMINARIES

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

| ***Motion 1.*** | ***Minutes*** | ***Ordinary Resolution*** |
|---|---|---|

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

☐ YES ☐ NO ☐ ABSTAIN

*Explanatory Notes: This motion refers to accepting the minutes of the last general meeting, a copy of which is included in the meeting notice.*

| ***Motion 2.*** | ***Acceptance of Voting by other Means*** | ***Ordinary Resolution*** |
|---|---|---|

**THAT** the owners corporation RESOLVES in accordance with Section 14 (1) of the *Strata Schemes Management Regulation 2016* that, for the period commencing immediately prior to the making of this resolution, a vote at a meeting by a person entitled to vote or by a proxy may be cast by one of the following means: voting by means of teleconference, video-conferencing, email or other electronic means while participating in a remote location, and by pre-meeting electronic voting by a means to be determined by the Secretary (including by instructions included in the meeting notice), including, without limitation:

1. On this motion, despite the fact that notice of this motion was given prior to the passing of this resolution.
2. On each subsequent motion on this agenda.

☐ YES ☐ NO ☐ ABSTAIN

*Explanatory Notes: The intention of this motion is to authorise this meeting and any future meetings to be able to be held by teleconference, video conference, email or pre-meeting electronic voting in accordance to the Strata Schemes Management Regulation 2016. The Strata Committee recommends this resolution be passed.*

| Motion 3. | Special By-Law 134 - Lot 74 (Unit C46) Major Work | 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 134 – Lot 74 (Unit C46) Major Work**, permitting the specified work to be undertaken in Residential Lot 74 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.

☐ YES ☐ NO ☐ ABSTAIN

*Explanatory Notes: This By-law has been consented to by the Owner of Lot 74 to cover proposed Major Work on that Lot, and details the terms and conditions under which that Major Work is approved. This motion will require passing by Special Resolution: No more than 25% of owners may vote against for this motion to be carried. The Strata Committee recommends that the motion be approved.*

| Motion 4. | Special By-Law 26 – Lot 4 Equipment | Special Resolution |
|---|---|---|

**THAT** The Owners – Strata Plan 50785 SPECIALLY RESOLVES pursuant to Section 141 of the Strata Schemes Management Act 2015 to repeal current **Special By-Law 26- Lot 4 Equipment**, and lodge notification of the changes to the by-laws with the Registrar General's Office.

☐ YES ☐ NO ☐ ABSTAIN

*Explanatory Notes: By-law 26 was registered in September 2008 to permit Lot 4 (now trading as Splash) to install a hot water service and air conditioning unit on B2 common property at the back of that Lot. Some time in the past, without the permission or the knowledge of the Owners Corporation or the owner of Lot 4, the air conditioning unit solely benefiting Lot 4, was redirected to solely benefit Lot 3 (Giro) by the tenant of that Lot. That unauthorized alteration only became obvious to the Owners Corporation recently when the Lot 3 tenant upgraded the original air conditioning unit. That action necessitates the repeal of this original By-law, and its proposed replacement with two separate By-laws. This motion will require passing by Special Resolution: No more than 25% of owners may vote against for this motion to be carried. The Strata Committee recommends this resolution be passed and the original By-law repealed.*

| Motion 5. | Special By-Law 135 – Lot 4 Equipment | Special Resolution |
|---|---|---|

THAT, subject to the preceding motion passing, 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 135 - Lot 4 Equipment** on the terms which are attached to the notice of this meeting , and that notification of the by-law be lodged for registration at the Registrar General's Office.

☐ YES ☐ NO ☐ ABSTAIN

*Explanatory Notes: The installation of this hot water service to benefit Lot 4 was originally covered by By-law 26. Subject to that original By-law being repealed, this By-law allows the hot water service to remain to benefit Lot 4. The Strata Committee recommends this resolution be passed and the new By-law approved. This motion will require passing by Special Resolution: No more than 25% of owners may vote against for this motion to be carried*

| Motion 6. | Special By-Law 136 – Lot 3 Equipment | Special Resolution |
|---|---|---|

THAT, subject to motion 4 passing (repeal of Special by-law 26), 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 136 - Lot 3 Equipment** on the terms which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar General's Office.

☐ YES ☐ NO ☐ ABSTAIN

*Explanatory Notes: An air conditioner was originally permitted to be installed for the benefit of Lot 4 (now Splash) under Special By-law 26. Some time in the past, without the permission or the knowledge of the Owners Corporation or the owner of Lot 4, the air conditioning unit solely benefiting Lot 4, was redirected to solely benefit Lot 3 (Giro) by the tenant of that Lot. That unauthorized alteration only became obvious to the Owners Corporation recently when the Lot 3 tenant upgraded the original air conditioning unit. Subject to that original By-law being repealed, this By-law allows the replaced air conditioning unit to remain for the benefit Lot 3. This motion will require passing by Special Resolution: No more than 25% of owners may vote against for this motion to be carried*

| ***Motion 7.*** | ***Special By-Law 137 – Electronic Meetings*** | ***Special Resolution*** |
|---|---|---|

**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 137 – Electronic Voting at Meetings** – on the terms which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar General's Office.

☐ YES ☐ NO ☐ ABSTAIN

*Explanatory Notes:*
*While Section 14(1) of the Strata Schemes Management Regulation 2016 allows meetings to be conducted without physical attendance, this By-law specifically for our complex details all our necessary requirements and responsibilities. This motion will require passing by Special Resolution: No more than 25% of owners may vote against for this motion to be carried. The Strata Committee recommends this By-law be passed.*

_____

**Daniel Goodwin**
**STRATA TITLE MANAGEMENT**

Dated: 22 July 2021

**Special By-law 134 — Lot 74 (Unit C46) Major Work**

**134.1 Introduction**

This By-law gives the Owner of Lot 74 ("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.

**134.2 Major Work specified**

a) The Major Work on your Lot and CP covered by this By-law is as follows:
   i) Demolition of existing bathrooms, kitchen, laundry, WC, entry & carpeted areas;
   ii) Replacement of waterproof membrane as per scope of works;
   iii) Retiling or recarpeting as per existing floor coverings;
   iv) Replacement of toilets, vanity and fittings;
   v) Replacement of kitchen & laundry fixtures, fittings & appliances; and
   vi) Replacement of all internal doors.

b) The Major Work on your Lot and CP must be carried out in accordance with the following specification which is attached and forms part of this By-law:
   i) Ambient Constructions floor plan & estimate.

**134.3 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.

**134.4 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 included with your application.
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 ensure your contractors instigate protective measures to prevent dust or other debris from your Major Work impacting CP or other Lots, and CP traversed by your contractors must be cleaned at the end of each work day.
g) You must pay all costs associated with your Major Work and properly maintain them.
h) You must give our nominated representatives access to inspect your Major Work within 48 hours of any request.
i) 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.
j) You must notify us in writing as soon as your Major Work has been completed.
k) 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.
l) 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.

**134.5 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.

ambient constructions

# Estimate

**2/07/2021** **46c/1 McDonald St, Cronulla**

for **Simone Gow**

*Thank you for considering Ambient Constructions.*

*This quotation is for the build costs associated with the renovation / alterations at the above mentioned address*

*Note:*
*- Anything not mentioned within this quotation has not been allowed for.*
*- All costs are excluding GST.*
*- GST has only been factored in on the last page and is shown in the total.*

| Description | Total |
|---|---|
| **HBCF INSURANCE** | |
| HBCF Insurance (Estimate) | |
| Costs to be confirmed once the contract price is finalised. | NOTED |
| **PRELIMINARIES** | |
| **Site commencement** | |
| Surface protection | |
| Deliveries and cranage | |
| **Final clean** | |
| Final clean | |
| **Professional clean includes the following:** | |
| - Final detailing and deep cleaning of all tiled surfaces in bathrooms, balconies, kitchen etc which includes removal of grout residue and haze | INCL |
| - Cleaning of windows and sliding doors | INCL |
| - Remove all traces of dust from window tracks / frames | INCL |
| - Vacuuming and mopping of floor surfaces while removing all traces of building defects such as paint, glue, plaster etc | INCL |
| - Wet wipe of all surfaces including inside of cupboards to remove dust | INCL |
| - Removing stickers from glass surfaces, joinery, fixtures etc | INCL |
| - Pressure cleaning of outside paved areas | INCL |
| **Project management** | |
| Project management (2 hours / day / week) | |



| Description | Total |
|---|---|
| **Note:** | |
| - Preliminary costs are based on the build duration noted in the contract. Should delays occur due to factors outside Ambient's control, additional preliminary costs may be incurred to maintain the safe establishment and operation of the site until completion. | NOTED |
| - No allowance to undertake any dilapidation reports of surrounding properties. This is to be paid by the client and is recommended by the structural engineer. | NOTED |
| - Excludes all consultant fee's, these can / will be paid for by Ambient as required during construction and will be invoiced as "do & charge" variations throughout the project. | NOTED |
| **DEMOLITION** | |
| **Demolition works** | |
| Demolition of existing bathrooms, kitchen, laundry, WC, entry and carpeted areas | |
| **WASTE MANAGEMENT** | |
| **Waste management for the duration of the project.** | |
| (6m3 skip bins or similar) | |
| **CARPENTRY** | |
| **Supply and install the following carpentry items:** | |
| **Doors** | |
| Internal doors 2040mm x 820mm pre primed hollow core flush finish | |
| **Door hardware install (refer to fixtures/fittings/appliances for supply allowance)** | |
| Internal door handles | |
| Aluminium sliding door wheel carriage | |
| Door stops | |
| **Note:** | |
| - DUE TO CURRENT GLOBAL SHORTAGE, TIMBER PRICES ARE LIKELY TO INCREASE. THE EXTENT OF THE PRICE INCREASES ARE UNKNOWN. THESE WILL BE QUOTED AT THE TIME OF USE FOR CONSTRUCTION AND ADDITIONAL COSTS WILL BE PASSED ON TO THE CLIENT | NOTED |
| **PLUMBING** | |
| **Plumbing works as listed below:** | |
| **Rough in water points and fit off all tapware, toilet and vanities in the following areas:** | |
| Bathroom | |
| Ensuite | |
| Kitchen | |
| Laundry/WC | |
| **Note:** | |
| - Whilst works are undertaken, we will locate and repair the existing leak | NOTED |
| **ELECTRICAL** | |
| **Electrical works as listed below:** | |



| Description | Total |
|---|---|
| Suppy and install all new GPO's and switch plates | |
| Fit off x 8 oyster light fittings | |
| **Notes:** | |
| - Light fitting supply included in fixtures, fittings and appliances section. | NOTED |
| **WATERPROOFING** | |
| **Supply and install liquid membrane to the following areas inline with Australian Standards:** | |
| Front entry | |
| Laundry | |
| Bathroom | |
| Ensuite | |
| **TILING** | |
| **Install floor tiles to the folowing areas:** | |
| Front entry | |
| Kitchen | |
| Laundry / WC | |
| Bathroom | |
| Ensuite | |
| **Install wall tiles to the folowing areas:** | |
| Laundry / WC - Skirting tile (Skirting tile up to 150mm high) | |
| Laundry - Splashback (Full wall behind sink and left hand nib) | |
| Bathroom (Floor to ceiling) | |
| Kitchen / Pantry splashback (Splashback tile up to 600mm high) | |
| Ensuite (Floor to ceiling) | |
| **Note:** | |
| - Costings are for supply of tiling materials (i.e. screed, tile glue etc) and installation of tiles only. | NOTED |
| - No allowance for acoustic underlays | EXCL |
| - Tile selection may change the install price | NOTED |
| **Allowance for silicone to the following areas:** | |
| Front entry | |
| Kitchen | |
| Laundry | |
| Bathroom | |
| Ensuite | |
| **GLAZING** | |
| **Supply and install 10mm toughened frameless glass shower screens / panels with stainless steel patch fittings and hinges (Height 2100mm High) to the following areas:** | |
| Bathroom - Fixed blade | |

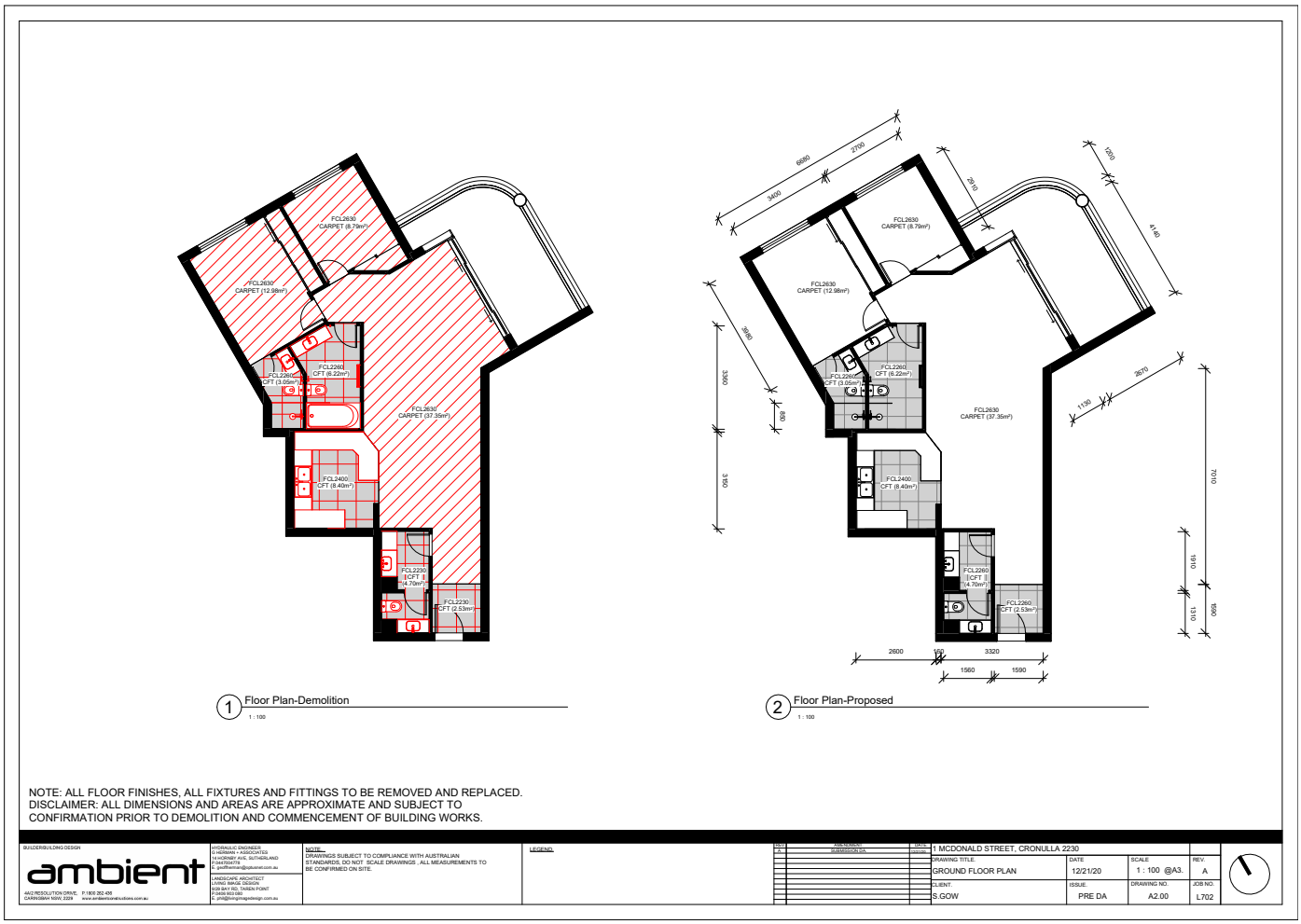


| Description | Total |
|---|---|
| Ensuite - Fixed blade w/door | |
| **CABINETRY / JOINERY** | |
| **Supply and install the cabinetry/joinery following items as noted below** | |
| Kitchen joinery - 16mm white melamine internals, polyurethane finish to door and drawer faces, standard grab handle, soft close | |
| Laundry sink cupboard joinery - 16mm white melamine internals, polyurethane finish to door and drawer faces, standard grab handle, soft close | |
| Laundry overhead cupboards joinery - 16mm white melamine internals, polyurethane finish to door faces, standard grab handle, soft close | |
| WC overhead cupboards joinery - 16mm white melamine internals, polyurethane finish to door faces, standard grab handle, soft close | |
| **WARDROBES** | |
| **Remove and dispose of exisiting wardrobe doors and track system and replace with mirrored sliding doors to the following areas:** | |
| Bedroom 1 wardrobe - Mirrored sliding doors | |
| Bedroom 2 wardrobe - Mirrored sliding doors | |
| **Additional cost to upgrade to a full replacement of wardrobe internals as per the following specification:** | |
| Bedroom 1 wardrobe - 16mm white melamine, including drawers, shelves and mirrored sliding doors (Additional $650 + GST) | EXCL |
| Bedroom 2 wardrobe - 16mm white melamine, including drawers, shelves and mirrored sliding doors (Additional $450 + GST) | EXCL |
| **BENCHTOPS** | |
| **Supply and install 20mm thick Caesarstone standard range benchtops to the following areas:** | |
| Kitchen | |
| **Note:** | |
| - Under mount kitchen sink will incur an addition fee of $405.00 + G.S.T | NOTED |
| - No allowance for waterfall edges to benchtops unless noted above | NOTED |
| **PAINTING** | |
| **Supply labour and materials for all internal painting works** | |
| Walls, celings, cornice and doors | |
| Wardrobes doors | |
| **CARPET** | |
| **Supply and lay 'EC Carpets - Quinn Street' carpet, colour: Castlebar, to the following areas:** | |
| Master Bedroom | |
| Bedroom 2 | |
| Living / Dinning | |
| **Notes:** | |
| - No allowance for acoustic underlays | EXCL |

| Description | Total |
|---|---|
| **BLINDS** | |
| Supply and install new roller blinds to match existing | |
| **FIXTURES / FITTINGS / APPLIANCES** | |
| **Prime cost to supply the fixtures fittings and appliances** | |
| See attached fixtures, fittings and appliances breakup for specifications. | |
| | **Subtotal** |
| | G.S.T [10%] |
| | **Total** |



Prepared by Ambient Constructions Pty Ltd



**Special By-law 26 — Lot 4 equipment** (September 11 2008: AE221054Q)

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:

a) Air conditioning motor and equipment, and a gas hot water service tank and associated pipes ("the equipment") by attaching the equipment to and through the common property wall on the southern side of the rear wall of the said Lot 4 at least 700mm above the concrete floor adjacent to that wall;
b) Electrical circuitry, gas, water and air lines for the operation of the equipment for the purpose of air conditioning and the provision of hot water for the said Lot 4;
c) Any necessary ducting in the ceiling of the said Lot 4; and
d) All variations to service lines affecting the said Lot 4 including, without limitation, electricity, water, gas, sewerage and plumbing lines.

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

CONDITIONS

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

**Special By-law 135 — Lot 4 (Shop 2) Equipment**

**135.1 Introduction**

This By-law gives the Owner of Lot 4 ("You") special privileges to retain and maintain some of the specific Equipment which was previously installed on your Lot and CP under the authorization of now-repealed **Special By-law 26 — Lot 4 equipment**, (registered 11 September 2008 under dealing AE221054Q), as well as continued enjoyment of CP occupied by that Equipment under certain conditions.

**135.2 Equipment specified**

a) The Equipment installed on your Lot and CP now covered by this By-law ("Lot 4 Equipment") is as follows:
   i) Electric hot water service, storage tank and associated pipework attached to and penetrating the CP wall on the south side of Lot 4 at least 700mm above the B2 floor level; and
   ii) Any necessary service lines for Lot 4 to permit the operation of Lot 4 Equipment.

**135.3 Authorisation, Right of Exclusive Use and Responsibility**

a) We give you a special privilege to keep and maintain Lot 4 Equipment on the conditions set out in **Special By-law 115 — Renovations** and this By-law.
b) You have a right of exclusive use and enjoyment of so much of Lot 4 Equipment that is on 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 Lot 4 Equipment for any purpose.
d) You are responsible at all times for Lot 4 Equipment.

**135.4 Terms & Conditions**

a) You must ensure that the integrity, safety and amenity of CP or any person is not compromized by the installation or operation of Lot 4 Equipment, particularly including in terms of structure, noise, ambient temperature, drainage, electrical, fire risk, or well being.
b) You must maintain Lot 4 Equipment in a state of good and serviceable repair and must renew, remove or replace any part of it as we determined in our absolute discretion.
c) You must not alter, upgrade or remove Lot 4 Equipment without our prior written approval.
d) You must restore any part of the affected CP to original condition at your own expense if Lot 4 Equipment is removed.
e) At your own expense, you must also restore any damage to other parts of CP or any other Lot caused by Lot 4 Equipment, no matter how or when such damage may become evident.
f) 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 Lot 4 Equipment, the altered state, condition or use of CP arising from Lot 4 Equipment or any breach of this By-law.

**135.5 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.

**Special By-law 136 — Lot 3 (Shop 3) Equipment**

**136.1 Introduction**

This By-law gives the Owner of Lot 3 ("You") special privileges to retain and maintain some of the specific Equipment which was previously installed on Lot 4 and CP under the authorization of now-repealed **Special By-law 26 — Lot 4 equipment**, (registered 11 September 2008 under dealing AE221054Q), as well as continued enjoyment of CP occupied by that Equipment under certain conditions.

**136.2 Equipment specified**

a) The Equipment installed on your Lot and CP now covered by this By-law ("Lot 3 Equipment") is as follows:
   i) Air conditioning compressor and associated pipework and electrical supply attached to and penetrating the CP wall on the south side of Lot 4 at least 700mm above the B2 floor level;
   ii) Any service lines running from the air conditioning unit through CP or other Lots in making connection to Lot 3; and
   iii) Any necessary related air conditioning ducting installed in the ceiling space above Lot 3.

**136.3 Authorisation, Right of Exclusive Use and Responsibility**

a) We give you a special privilege to keep and maintain Lot 3 Equipment on the conditions set out in **Special By-law 115 — Renovations** and this By-law.
b) You have a right of exclusive use and enjoyment of so much of Lot 3 Equipment that is on 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 Lot 3 Equipment for any purpose.
d) You are responsible at all times for Lot 3 Equipment.

**136.4 Terms & Conditions**

a) You must ensure that the integrity, safety and amenity of CP or any person is not compromized by the installation or operation of Lot 3 Equipment, particularly including in terms of structure, noise, ambient temperature, drainage, electrical, fire risk, or well being.
b) You must maintain Lot 3 Equipment in a state of good and serviceable repair and must renew, remove or replace any part of it as we determined in our absolute discretion.
c) You must not alter, upgrade or remove Lot 3 Equipment without our prior written approval.
d) You must restore any part of the affected CP to original condition at your own expense if Lot 3 Equipment is removed.
e) At your own expense, you must also restore any damage to other parts of CP or any other Lot caused by Lot 3 Equipment, no matter how or when such damage may become evident.
f) 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 Lot 3 Equipment, the altered state, condition or use of CP arising from Lot 3 Equipment or any breach of this By-law.
g) You must pay any expense we incur in making and registering this By-law and **Special By-law 135 — Lot 4 (Shop 2) Equipment**.

**136.5 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.

**Special By-law 137 — Electronic Voting at Meetings**

**137.1 Introduction**

This By-law permits us to announce any committee or general meeting as an eMeeting, and thereby accept votes cast on motions by eligible persons not necessarily physically present in location or time, but using means including eMail or a secure website.

**137.2 Mechanism**

a) Any particular meeting determined to be an eMeeting will be noted on the agenda.
b) eVoting will be conducted by ballot.
c) The agenda for an eMeeting will clearly state:
    i) the motions to be eVoted on;
    ii) instructions for making a valid eVote;
    iii) the window of opportunity for submission of the eVote; and
    iv) the means of submitting the eVote.
d) In acknowledgement that eMeetings may prevent the usual discussion, you must pay particular attention to the explanatory notes accompanying each motion.
e) Where a motion in our opinion is materially and substantially amended by those physically present at an eMeeting, any eVotes for or against that particular motion will be ignored.
f) Proxy eVoting for an eMeeting will be permitted under the conditions of **Special By-law 117 — Proxies**, including that:
    i) the name and capacity of the person who granted the proxy must be clear; and
    ii) proxies including the completed eVote must be received at least twenty-four hours prior to the commencement of the eMeeting.
g) An eVote will be considered invalid if it:
    i) is not clear who is the person eVoting;
    ii) is incomplete;
    iii) is not made within the window of opportunity for submission; or
    iv) is not made following the intent of this By-law and the instructions provided on the agenda for the eMeeting.
h) The minutes for an eMeeting will be distributed as soon as practicable after the close of the eMeeting.

To be added to definitions:

**eMeeting** means any committee or general meeting at which eligible persons not necessarily physically present in location or time, can vote using means including eMail or a secure website.

**eVote** means a vote cast by an eligible person at an eMeeting.