MINUTES OF EXTRAORDINARY GENERAL MEETING OF THE OWNERS CORPORATION – 50785

MINUTES OF BUSINESS dealt with at the Extraordinary General Meeting of the
Owners - Strata Plan No 50785
Held on 30 August 2024
At
Online only
Commenced at 10:00 AM

PRESENT BY ELECTRONIC VOTING: S Trovato & N Trovato (4), G Rennie & S Rennie (7), K Farrell & M Peoples (9), C Knowles (15), G King & D Francis (17), D De Souza (18), I Brand & C Brand (19), S Doolan (24), D Gittus & D Gittus (29), D Oliver (30), C Opperman & L Opperman (31), S Jarvis & K Jarvis (34), J Phillpott & C Routsios (36), G Garvan (37), B Szumara & Z Sator (38), Y Van Ryn (42), J Jordan (43), I Celarc & L Celarc (49), J & K Riordan (50), C Beebe (54), K O'Shea (56), G Schuberg and P Schuberg (58), M Callachor (63), R Gower (64), R Gower (68), S Carruthers (79), R Gower (80), B Gale & J Gale (82), N Bayliss (86), M Harrington & G Harrington (92), P Scullion & K Scullion (93), C & J Pithers (94), E Macdonald (97), C Adams (102), E Korbel (104).

IN ATTENDANCE: Stephen Neil (Strata Title Management)

CHAIRPERSON: Stephen Neil (Strata Title Management) by invitation.

THERE BEING A QUORUM PRESENT THE CHAIRMAN DECLARED THE MEETING OPEN AT 10:00 AM

Motion 1.	***Minutes***	***Ordinary Resolution***
RESOLVED that the minutes of the previous General Meeting held on 7th of May 2024 be confirmed as a true and accurate account of the proceedings at that meeting.		

Motion 2.	***Special By-Law 145 - Lot 92 (Unit C64) Major Work***	***Special Resolution***
THAT the Owners Corporation **SPECIALLY RESOLVED** pursuant to section 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 145 – Lot 92 (Unit C64) Major Work, permitting the specified work to be undertaken in Residential Lot 92 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. TOTAL UE VOTES FOR: 3266 TOTAL UE VOTES AGAINST: TOTAL UE VOTES ABSTAIN: 75 TOTAL VOTES COUNTED: 3341 **MOTION CARRIED BY SPECIAL RESOLUTION**		

Motion 3.	*Special By-Law 146 - Lot 93 (Unit C65) Major Work*	*Special Resolution*
THAT the Owners Corporation **SPECIALLY RESOLVED** pursuant to section 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 146 – Lot 93 (Unit C65) Major Work, permitting the specified work to be undertaken in Residential Lot 93 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. TOTAL UE VOTES FOR: 3266 TOTAL UE VOTES AGAINST: TOTAL UE VOTES ABSTAIN: 75 TOTAL VOTES COUNTED: 3341 **MOTION CARRIED BY SPECIAL RESOLUTION**		

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 10:30 AM



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Stephen Neil
STRATA TITLE MANAGEMENT
Dated: 30 August 2024

Special By-law 145 — Lot 92 (Unit C64) Major Work

145.1 Introduction

This By-law gives the Owner of Lot 92 ("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.

145.2 Major Work specified

a) The Major Work on your Lot and CP covered by this By-law is as follows:
   i) Demolition of non-load bearing walls in kitchen/living area.
   ii) Complete removal and replacement of tiles, vanities and shower screens in two bathrooms.
   iii) Complete strip out of kitchen and laundry to allow for new tiles, joinery and appliances.
   iv) AS 3740 compliant membrane application to all wet areas.
   v) Underfloor heating in ensuite & main bathroom.
   vi) New doors to all rooms.
   vii) Finish square set gyprock to affected areas and fresh paint to all new works.

b) The Major Work on your Lot and CP must be carried out in accordance with your application dated 5 August 2024 and the Scope of Works which forms part of this By-law.

145.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work as per your application dated 5 August 2024, 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.

145.4 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 your application, 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 does 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.

145.5 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.

C64 SCOPE OF WORKS

Preparation & Demolition

- Make safe kitchen and bathroom before works commence by isolating electrical and plumbing.
- Install floor/carpet protection before demolition works commence, including internal flooring in the unit, and common property carpet into elevator.
- Demolish, remove and dispose of the following:
    1. Remove kitchen cabinetry including all wall and floor tiles.
    2. Prop gyprock ceiling and remove 3 x masonry piers and masonry under existing bench as per engineer's approval.
    3. Remove laundry including cabinets, fixtures, fittings and all wall and floor tiles.
    4. Remove ensuite & main bathrooms including fixtures, fittings and all wall and floor tiles.
    5. Remove entry floor tiles and bedding.
    6. Remove all internal doors (bedrooms, laundry, bathrooms).
    7. Removal of demolition material from site as it is generated.
    8. Leave a clean safe site on each daily completion.

Main Bathroom

- Plumbing rough in for main bathroom.
- Remove existing bath, no bath to be re-installed.
- Electrical rough in for LED downlights & exhaust fan.
- Waterproofing supplied and installed by licenced contractor, with the associated certification & warranty.
- Supply and install underfloor heating.
- Supply and install sand and cement floor screeds, floor tiles and wall tiles.
  NOTE: Floor and wall tiles to be supplied by client and installed by builder.
- Supply and install frameless shower screen.
- Fit off plumbing PC items and electrical items.
  NOTE: Plumbing PC Items above (Toilet, vanity, taps etc.) to be supplied by client and installed by builder.
- Fit off of PC Items (towel rails, toilet roll holders, mirrors etc.).
  NOTE: PC Items above to be supplied by client and installed by builder.

Ensuite Bathroom

- Removal of toilet, vanity, taps, mirror & shower screen.
- Plumbing and electrical rough in, render over chased areas.
- Waterproofing supplied and installed by licenced contractor, with the associated certification & warranty.
- Supply and install underfloor heating.
- Fit off plumbing PC items.
  NOTE: Plumbing PC Items above (Toilet, vanity, taps etc.) to be supplied by client and installed by builder.
- Fit off of PC Items (towel rails, toilet roll holders, mirrors etc.).
  NOTE: PC Items above to be supplied by client and installed by builder.
- Supply and install frameless shower screen.
- Install LED down lights.
- Install exhaust fan *(new system to be supplied by client if required).*
- Supply and install sliding barn door externally to ensuite, including door track, hardware and door.

Kitchen

- Plumbing rough in for kitchen
    1. Kitchen sink position change.
    2. Installation of Zip tap *(to be supplied by client & installed by builder).*
    3. Existing laundry sink to be removed.
- Electrical rough in for kitchen
    1. Relocate main power board.
    2. Replace intercom system in hallway with on in the kitchen.
    3. Run new circuits for induction cooktop and oven.
    4. Run new GPO positions.
    5. New downlights.
- Floor tiling to front entry, kitchen and butler's pantry
  NOTE: Floor tiles to be supplied by client and installed by builder.
- Fit off of Electrical and Plumbing items and appliances in new kitchen/butler's pantry.
  NOTE: Appliances such as fridge, sink, taps, cooktop, microwave, oven etc. to be supplied by client and installed by builder.
- Remove all cornices in the kitchen and square set.
- Make good ceiling bulkhead over kitchen.
- Reset ceiling corners with square set finish.

Rest of Unit

- Install new doors including hardware to bedrooms.
  NOTE: Supply of new bedroom and bathroom doors (except barn door) not included in price, install only.
- Supply paint and painting of all new/affected works.

Special By-law 146 — Lot 93 (Unit C65) Major Work

146.1 Introduction

This By-law gives the Owner of Lot 93 ("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.

146.2 Major Work specified

a) The Major Work on your Lot and CP covered by this By-law is as follows:
   i) Demolition & rebuilding of main & ensuite bathrooms.
   ii) Remove section of non-load bearing wall between main bathroom & ensuite.
   iii) New cement render as required to walls.
   iv) Waterproof membrane to floors & shower walls.
   v) New gyprock ceilings to bathrooms.
   vi) Application of waterproof membrane and new tiles over existing tiling on two balconies.
   vii) Fitting of Tilt V Panel door to open C65 car space.

b) The Major Work on your Lot and CP must be carried out in accordance with your application dated 6 August 2024 and the quotation from Bliss Bathroom Innovation which is attached and forms part of this By-law.

146.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work as per your application dated 6 August 2024, 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.

146.4 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 your application, 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 does 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.

146.5 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.

QUOTE

Peter & Kerrie
Unit 65c 1 Mcdonald St
CRONULLA NSW 2230
AUSTRALIA

Date
12 Jul 2024

Expiry
8 Sep 2024

Quote Number
QU-0706

Reference
65c McDonald St

ABN
32 721 641 281

Build Value Pty Ltd ATF MLDP Family Trust trading as Bliss Bathroom Innovation LIC 457744c
13/65-75 Captain Cook Drive
CARINGBAH NSW 2229
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Main Bathroom: Removal of existing bathroom and all site generated rubbish. New Cement render as required to walls. Waterproof bathroom shower walls with 2 coats, waterproof existing floor with 2 coats then once sand cement screed is sufficiently dry apply a further 2 coats to top of screed. Plumbing - Includes new pressurized water pipes within bathroom as needed & installation of new Bathware & Tapware to nominated positions within bathroom however waste pipes in floor can be altered pending an inspection.. Electrical - 3 x LED downlights, 1 x Clipsal Iconic power points, 1 x Heat Lamp, 1 x Fantech Linear Grill Exhaust & 1 x Clipsal Iconic switch plate with Illuminated switches. Tiling - Tile floor to ceiling with all external edges mitered includes tile size from 300 x 300 up to 600mm x 600mm.(No allowance for natural stone, mosaic tiles or patterned laying unless specified) 1 x 10mm Fixed ,Door, Fixed panel Frameless shower screen. New Gyprock ceiling (Includes Painting) At completion of project a cleaner will clean and wipe down walls to remove grout residue and give the bathroom a general all round clean. *Note pending on tile type grout residue may be present for up to 2-3 cleans thereafter. Assisted shopping experience, all items Scheduling, Site Deliveries handled by Bliss Bathroom Innovation. If a bath or any other item weighing more than 50kgs will incur an added delivery and installation cost. ** Please note this package does not include Tiles, Bathware and Tapware, Quote does not include icare HBCF (Home Building Compensation Fund) insurance but a quote can be obtained upon acceptance of this quote**	1.00	28,374.75	10%	28,374.75
Ensuite Bathroom: Removal of existing bathroom and all site generated rubbish. New Cement render as required to walls. Waterproof bathroom shower walls with 2 coats, waterproof	1.00	24,692.79	10%	24,692.79

Description	Quantity	Unit Price	GST	Amount AUD
existing floor with 2 coats then once sand cement screed is sufficiently dry apply a further 2 coats to top of screed. Plumbing - Includes new pressurized water pipes within bathroom as needed & installation of new Bathware & Tapware to nominated positions within bathroom however waste pipes in floor can be altered pending an inspection.. Electrical - 3 x LED downlights, 1 x Clipsal Iconic power points, 1 x Heat Lamp, 1 x Fantech Linear Grill Exhaust & 1 x Clipsal Iconic switch plate with Illuminated switches. Tiling - Tile floor to ceiling with all external edges mitered includes tile size from 300 x 300 up to 600mm x 600mm.(No allowance for natural stone, mosaic tiles or patterned laying unless specified) 1 x 10mm Door, Fixed, Door panel Frameless shower screen. New Gyprock ceiling (Includes Painting) At completion of project a cleaner will clean and wipe down walls to remove grout residue and give the bathroom a general all round clean. *Note pending on tile type grout residue may be present for up to 2-3 cleans thereafter. Assisted shopping experience, all items Scheduling, Site Deliveries handled by Bliss Bathroom Innovation. If a bath or any other item weighing more than 50kgs will incur an added delivery and installation cost. ** Please note this package does not include Tiles, Bathware and Tapware, Quote does not include icare HBCF (Home Building Compensation Fund) insurance but a quote can be obtained upon acceptance of this quote**				
Option A: Knock down ensuite wall and recess vanity into main bathroom with timber stud wall. $3000	1.00	3,000.00	10%	3,000.00
		INCLUDES GST 10%		5,097.05
		TOTAL AUD		**56,067.54**

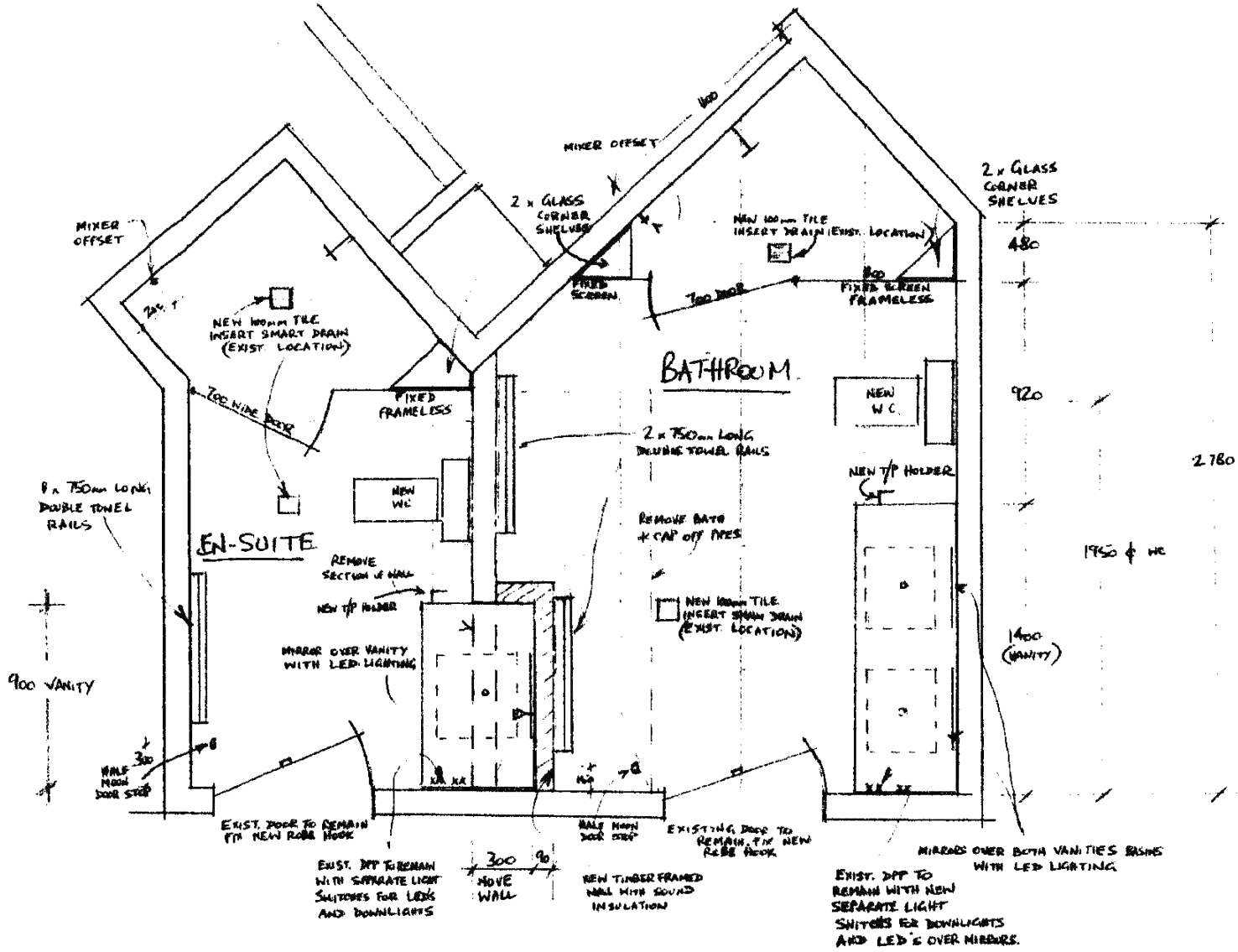
Terms

Payment Structure

Deposit - 10% (TO BE INVOICED UPON ACCEPTANCE OF QUOTE)
Progress 1 - On start date 40%
Progress 2 - Commencement of Tiler 40%
Final - Day of practical completion 10%
All EFT payments made to:
Acc Name- Bliss Bathroom Innovation
BSB- 012 270
Acc- 416706197
*Variations will be charged at cost of materials & labour plus 20% then attached to the following progress payment.

Construction Notes

1. Plumbing layout quoted on face value but may not be practical once walls are exposed.
2. No allowance for paint preparation or painting.
3. If Asbestos is found in bathroom, a Certified Asbestos removal team will be engaged.
A written quote will be given to procced, this will also cause a 5-day delay to schedule.
4. If damage to adjoining Gyprock or rendered wall occurs during general construction Bliss B I will repair damage but not including painting.
5. Bliss B I is not liable for any existing Electrical, Plumbing or Structural defects however these can be rectified through a signed variation to contract price. Also, it must be noted if bathroom light and power circuit does not meet current safety switch standards it is our obligation by Australian Law to upgrade prior to turning power back on, after this is carried out due to the sensitivity of the latest safety switches, they may detect pre-existing faults on the circuit, to fix this it will be charged to client at a $77ph pp until made safe.
Cost per standard install safety switch supply and install $220ea.
6. Post completion of works- if any faults should occur, please notify Bliss B I immediately, third party contractor invoices will not be honoured unless agreed by Bliss B I prior to commencement.



1:20 (APPROX) AT A3

11/07/24

PETER & KERRIE SCULLION – U65C/1 McDONALD ST. CRONULLA.

BATHROOM & EN-SUITE RENOVATION