

stratachoice
the people people

EXTRAORDINARY
GENERAL MEETING
Agenda

Regency Hyde Park
Strata Plan 55468
281 Elizabeth Street
Sydney

Date: 23 March 18

Time: 9.30 am

Location: 92 Chandos Street
St Leonards NSW 2065



award

2016 & 2017 WINNER

STRATA MANAGEMENT
BUSINESS OF THE YEAR
STRATA CHOICE



REGENCY HYDE PARK

281 Elizabeth Street, Sydney

NSW 2000

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Notice of Extraordinary General Meeting

Dear Owner,

Enclosed you will find your agenda for the upcoming **Extraordinary General Meeting** for Regency Hyde Park (RHP).

This meeting has been convened to determine the issue of the proposed works to Lot 66 (Apt 1103). The works are for the purpose of refurbishing the apartment. This meeting is intended to be held via Proxy vote, there is no need to attend.

The plans and specifications for the works to Lot 66 have been reviewed by the Strata Manager, the Building Manager and the Strata Committee and all parties are of the view, based on the advice and documents provided that the proposal meets the requirements for the matter to be put forward to a General Meeting for owners to determine further. The works will be subject to Bylaw 63 which is the new standard Major Works Bylaw drafted and adopted at the November 2017 Annual General Meeting

Details of the matter are contained in the Minutes of the Strata Committee Meeting held on 13 February 2018. Fuller and comprehensive details of the plans and specifications are available on the Regency Hyde Park website www.regencyhydepark.com.au

Attending the Meeting

To assist you during the meeting, please bring this notice with you to the meeting if you are attending. We encourage you to read the agenda before attending/voting to ensure that you are conversant with all matters to be determined. Should you have any questions please call your Strata Manager, Jim McDonald, before the meeting on 8424 9718 or email to jmcdonald@stratachoice.com.au

Voting by Proxy

The meeting will be held in the offices of Strata Choice in Chandos Street, St Leonards. Please make out your proxy to 'The Chairperson'. **The proxy should be made valid for this meeting only**. The Chairperson is likely to be the Strata Managing Agent under delegation to do so.

Please return your proxy to us:

- **by post to** Strata Choice, Locked Bag 1919, St Leonards NSW 1590
- **scanned email attachment** jmcdonald@stratachoice.com.au
- **fax to** (02) 8424 9701
- **by hand** to the RHP Concierge or the Building Manager (who will collect them for the Strata Manager/Secretary under delegation)

All proxies must be who will then provide it to our office by the due date of 22 March 2018 (prior to 9.30 am).



REGENCY HYDE PARK
281 Elizabeth Street, Sydney NSW 2000



TO THE OWNERS – STRATA SCHEME No 55468

Date: 23 March 2018

Time: 9.30 am

Address: 281 Elizabeth Street, Sydney, NSW 2000

Location: Strata Choice, 92 Chandos St, St Leonards

Notice of Extraordinary General Meeting

MOTIONS

1. MINUTES: That the Minutes of the last General Meeting held 14 November 2017 be confirmed as a true and accurate record of the proceedings of that meeting.

2. BUILDING WORKS Motion proposed by K Summers Lot 66 (Apt 1103)

LOT 66 (Apt 1103): That Owners – Strata Plan No 55468 **SPECIALLY RESOLVES**, pursuant to section 108 of the *Strata Schemes Management Act 2015*, that the owner of Lot 66 be authorised to alter and to add to the common property by carrying out the works described in the provisions of By-Law 63, *Conducting Building Works* - as if the whole of By-law 63 were incorporated and re-stated in this By-Law and that the Owner of Lot 66 is bound by and must comply with By-Law 63 with respect to:

**SEE ANNEXURE A
ATTACHED**

**FULL CONSTRUCTION
PLANS AND A SCHEDULE
ARE AVAILABLE ON THE
REGENCY HYDE PARK
WEBSITE**

www.regencyhydepark.com.au

- (A) Installation of tiling and membranes to the bathrooms of the Lot;
- (B) Installation of tiling and membranes to the balcony of the Lot;
- (C) Installation of hard surface flooring throughout the Lot, including acoustic underlay;
- (D) Fire sprinkler heads and pipework thereto servicing the Lot;
- (E) Replacement joinery and cabinetry installation to the kitchen, laundry; living room, bathroom, ensuite bathroom, walk in robe, master bedroom and 2nd bedroom;
- (F) Replacement ceiling and wall linings;
- (G) Sliding door to balcony.

Per the plans and work specifications provided per *Pure Creative*, dated January 2018.

Explanatory note:

The owner of Lot 66 (Apt 1103) seeks to undertake a renovation to the apartment as set out in the attached scope of works. The Strata Committee have reviewed these works, and on the basis of the advice of the Building Manager and the Strata Manager they are referred to the Owners at a General Meeting for consent to Bylaw 63. Bylaw 63 is the consent Bylaw to govern Major Works to apartments. Bylaw 66 is set out below.

Special By-law 63:

Conducting Building Works (Major Works) in the Strata Scheme

1.1 For the purpose of protecting the health, safety and welfare of all owners and occupiers of lots in the strata scheme, ensuring the smooth conduct and completion of Major Works in lots and to avoid, so far as is possible, loss and damage to the Owners Corporation and to owners and occupiers of lots and disruption to the orderly functioning of the strata scheme, an owner must not permit or carry out any Major Works in that owner's lot that are not Cosmetic Works or Minor Renovations unless the owner complies and ensures that the owner's contractors and their subcontractors, employees, servants and agents comply with the succeeding provisions of this by-law.

Conditions of By-law

Prior to Undertaking Major Works

1.1 At least 60 days prior to wanting to undertake any Major Works, the owner must notify the strata committee in writing of the owner's desire to do so including in or with that notice:

- (a) the owner's name and lot number;
- (b) a description of all of the Major Works that the owner is proposing to carry out;
- (c) floor plans, drawings and specifications depicting the owner's lot prior to the proposed Major Works and a copy of the plans, drawings and specifications for the Major Works; and
- (d) an intended timetable for carrying out the proposed Major Works including the duration of the proposed Major Works.

1.2

For the purposes described in clause 1.1 of this by-law, the strata committee may impose restrictions and obligations on the owner (which restrictions and obligations the owner must ensure are complied with by the owner's contractors and their subcontractors, employees and agents) which may include without limitation:

- (a) that the owner and the owner's contractors meet with the strata committee to discuss the proposed Major Works and the plans, drawings and specifications for the Major Works and the obligations imposed on the owner under this by-law;
- (b) that the owner provides to the strata committee a materials handling plan setting out how materials including building materials, plant, equipment or debris will be supplied to, transferred within and removed from the parcel;
- (c) if the Major Works may involve generation of significant noise or vibrations likely to be heard or felt beyond the perimeters of the lot by occupiers of other lots in the strata scheme, that the owner gives written notice to the strata committee and occupiers of other lots in the strata scheme of the intended time those Major Works are likely to commence and their estimated duration no later than 24 hours prior to commencement of those Major Works; and
- (d) such other restrictions and obligations the strata committee considers to be reasonable and appropriate having regard to the nature of the Major Works.

1.3 Prior to undertaking the Major Works, in addition to any other restrictions or obligations imposed by the strata committee under clause 1.3 of this by-law:

- (a) the owner must, at the owner's cost, provide to the strata committee:
 - (i) a draft of a common property rights by-law in or substantially to the effect of the pro forma by-law set out in the schedule to this by-law (such by-law to be prepared by a solicitor appointed by the Owners Corporation); and
 - (ii) the owner's written consent to that common property rights by-law as required by the Strata Management Act (in a form to be approved by a solicitor appointed by the Owners Corporation).

and the owner must not commence any Major Works until such time as the by-law has been adopted by owners at a general meeting of the Owners Corporation and section 14(1)(2) of the Strata Management Act has been complied with;

(b) the owner must obtain and provide to the strata committee any required approval of the Council for the performance of the Major Works or provide written confirmation to the strata committee that no such approval is required;

(c) the owner must obtain and provide to the strata committee a certificate of currency of the insurance policy or policies of the contractors carrying out the Major Works which is effected with a reputable insurance company reasonably acceptable to the strata committee for:

- (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - (ii) any insurance required in respect of the Major Works under section 92 of the Home Building Act 1989; and
 - (iii) workers' compensation insurance in accordance with applicable legislation;
- (d) if the Major Works involve structural changes to the lot and/or any common property or if otherwise reasonably required by the strata committee, the owner must:

- (i) obtain and provide to the strata committee the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that, if the Major Works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the strata committee, the Major Works will not adversely affect the structural integrity of the Building or any part thereof;
- (ii) obtain and provide to the strata committee a Dilapidation Report; and

(e) if required by the strata committee, the owner must deposit with the strata managing agent a Bond as security for the costs to the Owners Corporation of the repair of any common property damaged or detached, or the cleaning of any common property detached or soiled, by the performance of the Major Works, which bond is to be drawn upon by the Owners Corporation if the owner (including through its contractors) fails to repair or clean that common property to the reasonable satisfaction of the strata committee within the period of two weeks after the Major Works are completed (or such longer time as the strata committee, acting reasonably, agrees);

1.4 Upon compliance by the owner with clauses 1.2 and 1.4 of this by-law and any restrictions or obligations imposed by the strata committee under clause 1.3 of this by-law, the strata committee will grant approval for the owner's proposed Major Works subject to owners adopting at a general meeting of the Owners Corporation a common property rights by-law specifically authorising the owner's proposed Major Works and section 14(1)(2) of the Strata Management Act being complied with.

Performance of Major Works

1.5

In carrying out the Major Works, the owner must (and must ensure that the owner's contractors and their subcontractors, employees, servants and agents must):

- (a) comply with the by-laws, all restrictions and/or obligations imposed by the strata committee under clause 1.3 of this by-law and all other reasonable directions of the Owners Corporation;
- (b) ensure that the Major Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the relevant provisions of the National Construction Code and relevant Australian Standards and in such a way as to minimise disruption and inconvenience to any owner or occupier of any other lot in the strata scheme;
- (c) if the Major Works interfere with any service associated with the provision of electricity, plumbing, security, telecommunications or any other utility to the strata scheme, ensure that the occupiers of the lots whose services will be interfered with are provided with a written notice at least 48 hours before the services are interfered with which indicates when and how the services to their lot will be interfered with;

- (d) ensure that the Major Works are carried out substantially in accordance with the plans, drawings and specifications provided to and approved by the strata committee prior to construction and, if the approval of Council is required for the conduct of the Major Works, as approved by Council;
- (e) not without the approval in writing of the strata committee and, if required, Council, materially amend or vary the Major Works, plans, drawings and specifications in such a way that there is a departure, in particular but without limitation from the structure existing within the lot or as depicted in the plans, from those approved by the strata committee and/or Council;
- (f) if the proposed Major Works relate to, interfere with or affect a waterproofing membrane in any wet area (including without limitation by the installation or removal of tiles or any toilet, hand basin, bath, shower tray or like fittings in any bathroom, toilet, laundry or other wet area) and/or require a new waterproofing membrane to be installed, ensure that a new waterproofing product which has a product warranty of not less than 10 years is installed in the relevant wet area and that, once installed, the relevant wet area will be rendered completely waterproof;
- (g) without limiting clause 1.6(f) of this by-law, ensure that the waterproofing product installed in the relevant wet area:
 - (i) complies with the requirements of the National Construction Code and the Australian Standards;
 - (ii) is installed in compliance with the manufacturer's specifications for installation; and
 - (iii) is installed by a contractor licensed to install the waterproofing product;
- (h) ensure that if any of the Major Works can be seen clearly from outside the lot or involve an alteration to the exterior facade of the Building, that the Major Works are aesthetically in keeping with the rest of the Building and the strata scheme;
- (i) take reasonable precautions to protect all areas of the Building outside the lot from damage caused by the Major Works;
- (j) take reasonable precautions to ensure that any dust generated by the performance of the Major Works is contained wholly within the lot;
- (k) ensure that all construction materials, equipment, debris and other material associated with the Major Works is transported over common property in the manner set out in any materials handling plan that is provided to and approved by the strata committee, or as otherwise reasonably directed by the strata committee and that no construction materials, equipment, debris and other material associated with the Major Works are deposited on any part of the parcel for longer than 24 hours unless prior arrangements have been made by the owner or the owner's contractor with the strata committee for the use and siting of a rubbish skip or dump bin (and which must not in any event be sited within the owner's carparking space);
- (l) ensure that all areas of the Building outside the lot affected by the performance of the Major Works are kept clean and tidy throughout the performance of the Major Works;
- (m) ensure that, so far as is reasonably practicable, the Major Works are performed wholly within the lot;
- (n) ensure that all debris resulting from the Major Works is removed from the Building and the parcel as soon as practicable;
- (o) only perform the Major Works between the hours of 7:30am and 5:00pm Monday to Friday, between the hours of 8:00am and 12:00pm on a Saturday and not at all on a Sunday or any public holiday or during such other hours as are prescribed by Council, or as are approved in writing by the strata committee acting reasonably;
- (p) ensure that Major Works which generate significant noise and/or vibration of whatsoever nature (including the use of percussive equipment such as a jackhammer) that can be heard or felt beyond the limits of the lot are only performed between the hours of 8:00am and 3:00pm Monday to Friday (excluding public holidays) or at such other time or times as are prescribed by Council, or as are approved in writing by the strata committee acting reasonably;

- (q) ensure that no doors or access ways (including security doors) are blocked or hindered in any way by the owner's contractors or their subcontractors, employees or agents or by construction materials, equipment, debris and other material associated with the Major Works;
 - (r) ensure that the Major Works do not interfere with or damage the common property or the property of any other owner or occupier otherwise than as approved in this by-law;
 - (s) ensure that neither the owner nor the owner's contractors or their subcontractors, employees or agents use any of the Owners Corporation's garbage bins to store or cart debris, building materials, tools or equipment;
 - (t) make good any damage caused by the owner or the owner's contractors or their subcontractors, employees or agents in the performance of the Major Works within a reasonable period after that damage occurs;
 - (u) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the owner's reasonable control, complete the Major Works within the timeframe specified in the timetable provided to and approved by the strata committee, or such longer period of time as the strata committee, acting reasonably, permits.
- Completion of Major Works**
- 1.6 The owner must inform the Owners Corporation when the Major Works have been completed within 7 days of such completion.
 - 1.7 If any required approval of Council is necessary to carry out the Major Works, on completion of the Major Works, the Owner must provide to the strata committee the certificate of the Council that the Major Works have been inspected by the Council and that the Major Works comply with the conditions of any approval given by the Council.
 - 1.8 If required by the strata committee, the owner must, within 48 hours of any request from the strata committee (or such longer period of time as is agreed with the strata committee), give the strata committee or a representative of the Owners Corporation nominated by the strata committee access to the part or parts of the lot in which the Major Works have been performed for the purpose only of inspecting the Major Works. No liability or obligation will attach to the Owners Corporation or any of its representatives consequent upon any such inspection.
 - 1.9 The owner must provide to the strata committee a certificate from the licensed contractor who installed the waterproofing product specified in clauses 1.6(f) and (g) of this by-law that the waterproofing product has been installed in compliance with clauses 1.6(f) and (g) of this by-law.
- Liability and Indemnity**
- 1.10 The owner is liable for any damage (whenever occurring) caused to any part of the common property or to the property of any owner or occupier of any other lot in the strata scheme as a direct result of the Major Works, or the performance thereof and the owner must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
 - 1.11 The owner indemnifies the owners corporation and each other owner or occupier of any other lot in the strata scheme against any loss or damage, cost, charge or expense (including the costs of recovery) incurred or sustained by the Owners Corporation or the other owner or occupier as a direct result of the Major Works, or the performance thereof.
- Repair and Maintenance Obligations**
- 1.12 The owner must, at the owner's cost, maintain and keep the alterations and additions installed in the course of the Major Works (including but not limited to the fixtures and fittings installed as part of the Major Works) and the common property directly affected by the performance and keeping of the Major Works in the lot in a state of good and serviceable repair and the owner must renew or replace it or them whenever necessary.
 - 1.13 Subject to clause 1.13 of this by-law, the Owners Corporation remains responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the common property.
- Dilapidation Report, Bond and Right to Remedy Default*
- Dilapidation Report*

- 1.14 To facilitate the preparation of any Dilapidation Report that is required pursuant to clause 1.4(d)(ii) of this by-law and to assist in assessing any claims made pursuant to this by-law, each owner of a lot affected or likely to be affected by the performance of the Major Works must, on not less than three business days' notice, allow access to their lot, and the Owners Corporation must allow access to the common property, to facilitate the conduct of the survey of those lots and that common property for the preparation of the Dilapidation Report, in default of which access any subsequent claim for rectification, payment or reimbursement may be adversely affected.
- 1.15 The Dilapidation Report will form the basis for the ascertainment and determination of any claims for rectification of alleged damage and payment or reimbursement of costs, charges or expenses in respect of alleged loss or damage as a direct result of the Major Works or the performance thereof.
- Bond**
- 1.16 Upon completion of the Major Works, the owner will be entitled to a refund of any Bond deposited by the owner with the strata managing agent (within 21 days of the owner's written request for the refund of the Bond) but only if:
- (a) no damage has been done by the performance of the Major Works to any part of the common property in or about the Building; and
 - (b) any damage to any part of the common property caused by the performance of the Major Works has been rectified by the owner to the reasonable satisfaction of the Owners Corporation.
- 1.17 If the owner or the owner's contractors or their subcontractors, employees, servants or agents leave the common property unclean, untidy, defaced or damaged as a result of the performance of the Major Works the Owners Corporation may:
- (a) demand that the owner rectifies the unclean, untidy, defaced or damaged common property;
 - (b) rectify any damage to the common property (including cleaning of any unclean, untidy or defaced area of the common property);
 - (c) retain the Bond (or so much of it as is required to defray the Owners Corporation's costs) and apply it in or towards rectification of the damage;
 - (d) if the Bond is insufficient to cover the costs of rectification, recover the costs of any rectification work (including the costs of recovery), or so much as is not covered by the Bond, from the owner as a debt due;
 - (e) if the debt described in (d) above is not paid within one month after the date on which it is due, charge simple interest at the same rate as applicable to contributions unpaid under section 85 of the Strata Management Act or, if the regulation under the Strata Management Act prescribes some other rate, then at that other rate; and/or
 - (f) include reference to any such debt (including interest thereon) on a strata information certificate issued under section 184 of the Strata Management Act in respect of that lot.
- Right to Remedy Default**
- 1.18 In the event that the owner fails to comply with this by-law, the Owners Corporation may by resolution of the strata committee give a written notice to the owner:
- (a) specifying the breach or breaches of this by-law; and
 - (b) setting out the action or works required to be taken by the owner to rectify the breach or breaches; and
 - (c) specifying a time by which the rectification action or works is or are required to be completed.
- 1.19 If an owner is served with a notice under the preceding clause and that owner fails to carry out the works or take the action set out in the notice by the date which is 14 days after the date specified in the notice and the breach of the by-law is subsisting at that date, then the Owners Corporation may:
- (a) carry out all work necessary to rectify the breach or breaches of the by-law and enter upon any part of the owner's lot to carry out that work;
 - (b) take such action as the strata committee considers is reasonable and appropriate in the circumstances to enforce this by-law and any by-law adopted in respect of the Major Works; and/or

- (c) recover the costs of carrying out the work or taking any action set out in this clause and/or the costs of enforcement of the by-laws from the owner (including the costs of recovery), and the owner indemnifies the Owners Corporation against any liability flowing from the actions of the Owners Corporation pursuant to this clause.
- 1.20 If the debt for the Major Works or enforcement of the by-laws as provided in this by-law is not paid within one month after the date on which it is due:
- (a) the debt, or so much of it as is unpaid, will bear simple interest at the same rate as applicable to contributions unpaid under section 85 of the Strata Management Act or, if the regulation under the Strata Management Act prescribes some other rate, then at that other rate; and
 - (b) the Owners Corporation may include reference to that debt and interest thereon on a strata information certificate issued under section 184 of the Strata Management Act in respect of that lot.
- Costs**
- 1.21 The Major Works must be performed entirely at the owner's cost
- 1.22 The owner must bear and pay the costs of:
- (a) the preparation, adoption and registration of the common property rights by-law specified in clause 1.4(a) of this by-law authorising the carrying out by the owner of Major Works; and
 - (b) the Owners Corporation engaging any expert to advise on the Major Works before, during and/or after the carrying out of the Major Works.
- Operation of By-Law**
- 1.23 This by-law does not relieve an owner from any duty or obligation to comply with the provisions of the Strata Management Act (relating to the making of a by-law authorising particular Major Works or the exercise of a special privilege or grant of exclusive use rights) or any other regulatory instrument.
- 1.24 Every by-law made by the Owners Corporation authorising the performance of Major Works is subject to the provisions of this by-law unless specifically excluded.
- 1.25 References in this by-law to any action by or in respect of the Owners Corporation may, unless the reference or the Strata Management Act specifically requires the approval of the Owners Corporation in general meeting, be done by or on the instruction of the strata committee and a notice given under this by-law may be given by the strata managing agent pursuant to a resolution of the strata committee.
- 1.26 In the event of there being any inconsistency between this by-law and any other by-law in the strata scheme, this by-law shall prevail to the extent of that inconsistency.

TO THE OWNERS – STRATA SCHEME No 55468
Date: 14 November 2017
Time: 6:30 pm
Address: 281 Elizabeth Street, Sydney NSW 2000
Location: Hyde Park Forum, 271 Elizabeth Street, Sydney NSW 2000

Minutes of Annual General Meeting

A quorum was not present at 6:30 pm
Pursuant to Schedule 1 Clause 17(4)(b) of the *Strata Schemes Management Act 2015* after half an hour the Chairperson declared that those persons present in person and/or by proxy constituted a quorum for considering the motions of the agenda of the meeting.

PRESENT PERSONALLY:

William O'Brien Pty Ltd (Lot 2), Leung (Lot 3 & 207), Bevan (Lot 8 & 169), Luttrell (Lots 6 & 240), Maeve Marine Pty Ltd (Lot 9 & 216), Matheson & Eve (Lots 10, 138, 139 & 166), Dr Hynes Pty Ltd (Lots 14 & 170), Hynes & Dr Hynes Pty Ltd (Lots 49 & 232), Hynes (Lots 73 & 147), Hynes (Lots 122 & 225), Locker (Lots 89 & 235), Allum & Gagen (Lots 111, 116, 145 & 149), Crowley (Lots 123, 159 & 160), Malton (Lots 128, 142 & 143), Engelbert (Lots 131, 203 & 212), Fitzgibbon & Welley (Lots 132, 140 & 141)

PRESENT BY PROXY:

To T O'Brien / Chairperson Powell (Lots 30 & 164), Pugh (Lots 86 & 150)
To T Gagen: Allum (Lots 31 & 250), Tiliacos (Lots 69 & 227), Zeidan (Lots 87 & 144), J Short (Lots 117 & 275)
To M Adamo: Gavranich (Lots 43 & 174)
To J McDonald: Tauber (Lots 64 & 217)
To A Hynes: Panucci (Lots 23 & 165)

APOLOGIES:

M & A Tauber, S Chua, M & H Bevan, M Meo, G Whitwell, L Panucci, M Luttrell, D & D Faithfull, J Welley, C & M Tiliacos, D Hecker

IN ATTENDANCE:

J Sberstein
J McDonald (SC Linders)

1. CHAIRPERSON:

B O'Brien chaired the Meeting

2. MINUTES:

RESOLVED that the Minutes of the last General Meeting held 25 October 2016 be confirmed as a true and accurate record of the proceedings of that meeting.

3. ACCOUNTS:

RESOLVED that the Audited Financial Statements as supplied be confirmed and adopted.

4. INSURANCES:

RESOLVED that the Owners Corporation's insurances as listed be confirmed.

5. CAPITAL WORKS FUND PLAN:

RESOLVED that the Owners Corporation review its Capital Works Fund Plan for the capital upgrade and maintenance requirements of the building for the next ten (10) years and the plan be submitted to the Strata Committee for consideration and that the plan be presented to owners at the next Annual General Meeting.

6. ESTIMATES FOR ADMINISTRATIVE AND CAPITAL WORKS FUNDS:

Determination of the Budget regarding the estimates for Administrative & Capital Works Funds: **RESOLVED** that the following consideration of the statement of existing financial situation and of estimated receipts and payments presented at the meeting that:
(a) Contributions to the administrative fund are estimated and determined at \$908,374.91 plus GST.

7. COLLECTION OF UNPAID LEVY CONTRIBUTIONS:

(b) Contributions to the capital works fund are estimated and determined at \$357,389.18 plus GST.
(c) The proportion of said contributions payable by the owners of each lot shall be in accordance with the proposed levy schedule approved at the meeting.
(d) The contributions of each owner to be payable by four equal instalments in advance, the first such instalment to be due on 1 December 2017 (payable by 15 January 2018); 1 March 2018, 1 June 2018 and then 1 September 2018.
(e) These minutes shall serve as a notice to each lot owner of the amount and due date of each instalment of such contributions.
RESOLVE that The Owners – Strata Plan No 55468, 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;
(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 55468;
(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/earnings, 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) Lase, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

8. PAYMENT PLAN:

Note:
This resolution gives the Owners Corporation the power to take action to recover unpaid levies, interest and recovery costs including commencing proceedings and enforcing judgments obtained in legal proceedings for the recovery of unpaid levies, interest and recovery costs.
RESOLVED that The Owners – Strata Plan 55468 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.

9. ANNUAL FIRE SAFETY STATEMENT:

Note:
Pursuant to Sections 85(5) – (85)(7) of the *Strata Schemes Management Act 2015* and Regulation 18 and 19 of the *Strata Scheme Management Regulations 2016* an Owners Corporation may agree to enter into payment plans generally, or in particular cases for the payment of overdue contributions by a resolution passed at a general meeting. This resolution provides the power for the Owners Corporation to enter into such payment plans.
RESOLVED that whilst Hecker Australia Pty Ltd is appointed as the Building Manager for the scheme and when an Annual Fire Safety Statement is required in accordance with Part 9, Division 5 of the *NSW Environmental Planning and Assessment Regulations 2000*:
a. it is required on an annual basis to engage a competent person to provide an annual fire safety statement; and
b. subject to receipt of the statement from the competent person, it is instructed to sign on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner.

10. REPORT ON COMMISSIONS:

A report was 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.
Note:
The strata managing agent, under section 60 of the *Strata Schemes Management Act 2015* is required to disclose all commissions or training services provided to the strata managing agent for the strata scheme. As at the date of the notice of this meeting the strata managing agent received the following Commissions:
\$0 in insurance commissions in the past 12 months and an amount of \$0 in commissions is expected to be received in the next 12 months.
Training:
The equivalent of \$0 in training services in the past 12 months and an amount of \$0 in training is expected to be received in the next 12 months.

11. **MOTION TO AMEND THE EXISTING BY-LAWS FOR THE STRATA SCHEME (SPECIAL RESOLUTION) AMENDMENT TO BY-LAW 1.1:**

SPECIALLY RESOLVED pursuant to section 141 of the *Strata Schemes Management Act 2015* that the Owners Corporation change the by-laws in the terms set out below:

Amending existing definitions in By-law 1.1

1. The existing definition of **Strata Management Act** – change definition to read:

“means the *Strata Schemes Management Act 2015* and the regulation made thereunder and any Act or regulation amending or replacing the same.”

Inserting new definitions into By-law 1.1

2. Insert the following definitions into by-law 1.1:

Bond means an amount to be determined by the strata committee from time to time acting reasonably, having regard to the extent and duration of Major Works and their overall impact on the quiet enjoyment of other owners and occupiers of lots in, and on the amenity of, the strata scheme.

Cosmetic Works any works to common property in connection with an owner's lot described in, or prescribed for the purposes of, section 109 of the *Strata Management Act* and includes without limitation work such as:

- (a) installing or replacing hooks, nails, screws and the like for hanging paintings and other things on walls;
- (b) installing or replacing handrails;
- (c) painting;
- (d) filling minor holes and cracks in internal walls;
- (e) laying carpet;
- (f) installing, or replacing built-in wardrobes;
- (g) installing, or replacing internal blinds and curtains;
- (h) installing or replacing devices within a lot to prevent harm to children;
- (i) any additional work that may be specified in the *Strata Management Act* and/or the regulation made under the *Strata Management Act* from time to time;
- (j) any additional work that the Owners Corporation specially resolves at a general meeting from time to time to be cosmetic work for the purposes of section 109 of the *Strata Management Act*, but excluding any Minor Renovations, Major Works or works that are otherwise dealt with under By-law 48 (Hard flooring within Lots), which by-law was in force prior to 30 November 2016.

Council means the City of Sydney Council or any other relevant consent authority in respect of the Major Works including, without limitation and where applicable, an accredited certifier within the meaning of the *Environmental Planning and Assessment Act 1979*.

Dilapidation Report means a report detailing the condition of that part of the common property and the lot(s) in the strata scheme that are likely to be affected by the Major Works.

Major Works means any building or refurbishment works affecting common property of the kind described in, or prescribed for the purposes of, section 110(7) of the *Strata Management Act* and includes, without limitation, any other building works that effect a change to common property in any material way, for example but without limitation:

- (a) work involving structural changes including but without limitation the removal of a part or all of a wall, beam or other element providing structural support to a common property ceiling or slab;
- (b) piercing in a material respect of a common property wall or slab (such as by core drilling, cutting of the slab or removal of any part of the common property wall or slab);
- (c) work involving the amalgamation of two or more lots;
- (d) altering common property services including pipes;
- (e) installing equipment of any kind into common property airspace to service a lot;

- (f) removal and/or replacement of external common property windows and/or doors;
- (g) work that changes the external appearance of a lot (including without limitation the installation of an external access ramp, awnings, shades);
- (h) work involving waterproofing including but without limitation waterproofing underneath floor coverings in a laundry, lavatory, bathroom or other wet area of a lot including as part of a renovation of that wet area;
- (i) work for which consent or another approval is required under any other Act;
- (j) installation or removal of solar panels;
- (k) installation of a spa pool;
- (l) installation of any device or structure or the performance of any work of whatsoever nature that affects, or would be likely to affect, the operation of any fire safety devices installed in or about the lot or compromise the fire safety capability of any common property door that is a fire door, or reduce the level of safety in the lot or any other lot in the strata scheme or of the common property;

but excluding any Cosmetic Works, Minor Renovations or works otherwise dealt with under By-law 48 (Hard flooring within Lots), which by-law was in force prior to 30 November 2016.

Minor Renovations means any building or other refurbishment works affecting common property in connection with an owner's lot for the purposes of:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors (subject to compliance with By-law 48 (Hard flooring within Lots) where applicable);
- (d) installing or replacing wood or other hard floors in the kitchen of a lot;
- (e) installing or replacing wiring or cabling or power or access points;
- (f) work involving reconfiguring walls (but not so as to remove any wall or beam that provides structural support);
- (g) removal and/or replacement of internal cupboards (excluding built-in wardrobes), doors and other fixtures;
- (h) installing or replacing any locking or other safety device for protection of an owner's lot against intruders or to improve safety within the owner's lot;
- (i) installing any structure within the lot to prevent harm to children;
- (j) installing or replacing any screen or other device to prevent entry of animals or insects into a lot;
- (k) installing a rainwater tank;
- (l) installing a clothesline;
- (m) installing a reverse cycle split system air conditioner;
- (n) installing double or triple glazed windows;
- (o) installing a heat pump;
- (p) installing ceiling insulation;
- (q) any additional work that may be specified in the *Strata Management Act* and/or the regulation made under the *Strata Management Act* from time to time;
- (r) any additional work that the Owners Corporation specially resolves at a general meeting from time to time to be a minor renovation for the purposes of section 110 of the *Strata Management Act*,

but excluding any Cosmetic Works, Major Works or works otherwise dealt with under By-law 48 (Hard flooring within Lots), which by-law was in force prior to 30 November 2016.

3. **New By-law 1.3**

After By-law 1.2 insert:

1.3 Where any word or phrase has a defined meaning in or for the purposes of the Strata Management Act or the *Strata Schemes Development Act 2015*, that word or phrase has the same meaning in these by-laws.

4. References in the By-Laws
 (a) All references to "executive committee" in the By-laws be changed to "strata committee".

12. MOTION TO ADOPT A BY-LAW REGULATING MINOR RENOVATIONS IN THE STRATA SCHEME: BYLAW 62

SPECIALLY RESOLVED pursuant to section 141 of the Strata Schemes Management Act 2015, that the Owners Corporation change the by-laws by adding a new by-law in the terms set out below.

Special By-law 62: Minor Renovations

1.1 For the purposes of facilitating the conduct of Minor Renovations within lots in the strata scheme, protecting the health, safety and welfare of all owners and occupiers, and avoiding, so far as is possible, loss and damage to the Owners Corporation, owners and occupiers and disruption to the orderly functioning of the strata scheme, the Owners Corporation delegates to the strata committee its functions under section 110 of the Strata Management Act to enable the strata committee to approve Minor Renovations on the conditions set out in this by-law.

1.2 At least 21 days prior to undertaking any Minor Renovations, an owner must first notify the strata committee in writing of their intention to do so including in or with that notice:

- (a) their name and lot number;
- (b) a description of all of the Minor Renovations that they propose to carry out;
- (c) floor plans, drawings and specifications for the proposed Minor Renovations;
- (d) where the Minor Renovations involve the installation of equipment (for example, a reverse cycle split system air conditioner or a heat pump):
 - (i) a plan depicting where the equipment is intended to be installed (which must be in a position that is not visible from ground level outside the lot) and the path of any conduit or trunking for the equipment and how any water discharged from the equipment is to be plumbed into a common property drain;
 - (ii) a copy of the specifications for the equipment, including the make, model and the maximum noise output specified for that model by the manufacturer;
 - (iii) in the case of the installation of a condensing unit for a reverse cycle split system air conditioner, confirmation that there is sufficient space in the common property plant room on the roof of the Building for the installation of the condensing unit;
- (e) an intended timetable for carrying out the proposed Minor Renovations including the proposed duration and times of the Minor Renovations;
- (f) the proposed arrangements to manage rubbish or debris resulting from the Minor Renovations including how it will be removed from the parcel;
- (g) the name and licensing details (where applicable) of the contractor(s) carrying out the Minor Renovations; and
- (h) the certificate of currency of the insurance policy or policies of the contractor(s) carrying out the Minor Renovations which is effected with a reputable insurance company reasonably acceptable to the strata committee for:
 - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000 or such other amount as the strata committee reasonably requires;
 - (ii) any insurance required in respect of the Minor Renovations under section 92 of the Home Building Act 1989; and
 - (iii) workers' compensation insurance in accordance with applicable legislation.

1.3 For the purposes of clause 1.1 of this by-law, the strata committee may impose reasonable conditions on an owner having regard to the nature of the Minor Renovations. The owner must ensure that the owner's contractors and their subcontractors, employees, servants and agents comply with those reasonable conditions.

1.4 Subject to the owner complying in all respects with clause 1.2 of this by-law and with any reasonable conditions imposed on the owner by the strata committee under clause 1.3 of this by-law, the strata committee must approve the performance of the Minor Renovations by the owner.

1.5 Unless an owner obtains separate authorisation (such as by adoption of a by-law) from the Owners Corporation and any relevant authority as required (such as the Council), an owner must not carry out any works in a lot under this by-law that are Major Works or that:

- (a) involve structural changes;
 - (b) change the external appearance of the lot;
 - (c) involve waterproofing;
 - (d) require consent or another approval under any other Act.
- 1.6 In carrying out the Minor Renovations an owner must and the owner must ensure that the owner's contractors and their subcontractors, employees, servants and agents must:

- (a) comply with the by-laws for the strata scheme;
- (b) comply with all reasonable directions of the Owners Corporation;
- (c) ensure that the Minor Renovations are carried out in a competent and proper manner by licensed contractors in compliance with the relevant provisions of the National Construction Code and any relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (d) carry out the Minor Renovations substantially in accordance with the plans, drawings and specifications provided to and approved by the strata committee under this by-law and not materially amend or vary the Minor Renovations without the approval in writing of the strata committee;
- (e) take reasonable precautions to protect all areas of the Building outside the lot from damage caused by the Minor Renovations;
- (f) transport all construction materials, equipment, debris and other material associated with the Minor Renovations over common property in the manner reasonably directed by the strata committee;
- (g) keep all areas of the Building outside the lot affected by the performance of the Minor Renovations clean and tidy throughout the performance of the Minor Renovations, ensure that, so far as is reasonably practicable, the Minor Renovations are performed wholly within the lot and remove all debris resulting from the Minor Renovations from the Building and the parcel as soon as practicable;
- (h) only perform the Minor Renovations between the hours of 7:30am and 5:00pm Monday to Friday, between the hours of 8:00am and 12:00pm on a Saturday and not at all on a Sunday or any public holiday or during such other hours as are approved in writing by the strata committee acting reasonably;
- (i) ensure that written notice is given to the strata committee and occupiers of other lots in the strata scheme adjacent to the lot no later than 24 hours prior to commencement of any Minor Renovations which are likely to generate significant noise and/or vibration of whatsoever nature (including the use of percussive equipment such as a jackhammer) that can be heard or felt beyond the limits of the lot and must ensure that such Minor Renovations are only performed between the hours of 8:00am and 3:00pm Monday to Friday (excluding public holidays) or at such other time or times as are prescribed by the strata committee acting reasonably;
- (j) ensure that the Minor Renovations do not interfere with or damage the common property or the property of any other owner;
- (k) ensure that no doors or access ways (including security doors) are blocked or hindered in any way by the owner, the owner's contractors or their subcontractors, employees, servants or by construction

13. MOTION TO ADOPT A BY-LAW AUTHOURISING BUILDING WORKS (MAJOR WORKS) IN THE STRATA SCHEME:

BY-LAW 63 MAJOR WORKS WITHIN LOTS:

- materials, equipment, debris and other material associated with the Minor Renovations;
- (l) make good any damage caused by the owner, the owner's contractors or their subcontractors, employees, servants or agents in the performance of the Minor Renovations within a reasonable period after that damage occurs;
 - (m) ensure that neither the owner nor the owner's contractors or their subcontractors, employees or agents use any of the Owners Corporation's garbage bins to store or cart debris, building materials, tools or equipment;
 - (n) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the owner's reasonable control, complete the Minor Renovations within the timeframe specified in the timetable provided to and approved by the strata committee, or such longer period of time as the strata committee, acting reasonably, permits.
- 1.7 Within 7 days of completion of the Minor Renovations, the owner must notify the strata committee in writing that the Minor Renovations are completed.

SPECIALLY RESOLVED pursuant to section 141 of the Strata Schemes Management Act 2015, that the Owners Corporation change the by-laws by adding a new by-law in the terms set out below:

Special By-law 63:

Conducting Building Works (Major Works) in the Strata Scheme

1.1 For the purpose of protecting the health, safety and welfare of all owners and occupiers of lots in the strata scheme, ensuring the smooth conduct and completion of Major Works in lots and to avoid, so far as is possible, loss and damage to the Owners Corporation and to owners and occupiers of lots and disruption to the orderly functioning of the strata scheme, an owner must not permit or carry out any Major Works in that owner's lot that are not Cosmetic Works or Minor Renovations unless the owner complies and ensures that the owner's contractors and their subcontractors, employees, servants and agents comply, with the succeeding provisions of this by-law.

Conditions of By-law

Prior to Undertaking Major Works

- 1.2 At least 60 days prior to wanting to undertake any Major Works, the owner must notify the strata committee in writing of the owner's desire to do so including in or with that notice:
- (a) the owner's name and lot number;
 - (b) a description of all of the Major Works that the owner is proposing to carry out;
 - (c) floor plans, drawings and specifications depicting the owner's lot prior to the proposed Major Works and a copy of the plans, drawings and specifications for the Major Works; and
 - (d) an intended timetable for carrying out the proposed Major Works including the duration of the proposed Major Works.
- 1.3 For the purposes described in clause 1.1 of this by-law, the strata committee may impose restrictions and obligations on the owner (which restrictions and obligations the owner must ensure are complied with by the owner's contractors and their subcontractors, employees and agents) which may include without limitation:
- (a) that the owner and the owner's contractors meet with the strata committee to discuss the proposed Major Works and the plans, drawings and specifications for the Major Works and the obligations imposed on the owner under this by-law;
 - (b) that the owner provides to the strata committee a materials handling plan setting out how materials including building materials, plant, equipment or debris will be supplied to, transferred within and removed from the parcel;
 - (c) if the Major Works may involve generation of significant noise or vibrations likely to be heard or felt beyond the perimeters of the lot by occupiers of other lots in the strata scheme, that the owner gives written notice to the

1.4

- (d) the strata committee and occupiers of other lots in the strata scheme of the intended time those Major Works are likely to commence and their estimated duration no later than 24 hours prior to commencement of those Major Works; and
 - (d) such other restrictions and obligations the strata committee considers to be reasonable and appropriate having regard to the nature of the Major Works.
- Prior to undertaking the Major Works, in addition to any other restrictions or obligations imposed by the strata committee under clause 1.3 of this by-law:
- (a) the owner must, at the owner's cost, provide to the strata committee:
 - (i) a draft of a common property rights by-law in or substantially to the effect of the pro forma by-law set out in the schedule to this by-law (such by-law to be prepared by a solicitor appointed by the Owners Corporation); and
 - (ii) the owner's written consent to that common property rights by-law as required by the Strata Management Act (in a form to be approved by a solicitor appointed by the Owners Corporation), and the owner must not commence any Major Works until such time as the by-law has been adopted by owners at a general meeting of the Owners Corporation and section 141(2) of the Strata Management Act has been complied with;
 - (b) the owner must obtain and provide to the strata committee any required approval of the Council for the performance of the Major Works or provide written confirmation to the strata committee that no such approval is required;
 - (c) the owner must obtain and provide to the strata committee a certificate of currency of the insurance policy or policies of the contractors carrying out the Major Works which is effected with a reputable insurance company reasonably acceptable to the strata committee for:
 - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - (ii) any insurance required in respect of the Major Works under section 92 of the Home Building Act 1989; and
 - (iii) workers' compensation insurance in accordance with applicable legislation;
 - (d) if the Major Works involve structural changes to the lot and/or any common property or if otherwise reasonably required by the strata committee, the owner must:
 - (i) obtain and provide to the strata committee the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that, if the Major Works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the strata committee, the Major Works will not adversely affect the structural integrity of the Building or any part thereof;
 - (ii) obtain and provide to the strata committee a Dilapidation Report; and
 - (e) if required by the strata committee, the owner must deposit with the strata managing agent a Bond as security for the costs to the Owners Corporation of the repair of any common property damaged or defaced, or the cleaning of any common property detached or soiled, by the performance of the Major Works, which bond is to be drawn upon by the Owners Corporation if the owner (including through its contractors) fails to repair or clean that common property to the reasonable satisfaction of the strata committee within the period of two weeks after the Major Works are completed (or such longer time as the strata committee, acting reasonably, agrees);

- 1.5 Upon compliance by the owner with clauses 1.2 and 1.4 of this by-law and any restrictions or obligations imposed by the strata committee under clause 1.3 of this by-law, the strata committee will grant approval for the owner's proposed Major Works subject to owners adopting at a general meeting of the Owners Corporation a common property rights by-law specifically authorising the owner's proposed Major Works and section 14(12) of the Strata Management Act being complied with.
- Performance of Major Works
- 1.6 In carrying out the Major Works, the owner must (and must ensure that the owners' contractors and their subcontractors, employees, servants and agents must):
- (a) comply with the by-laws, all restrictions and/or obligations imposed by the strata committee under clause 1.3 of this by-law and all other reasonable directions of the Owners Corporation;
 - (b) ensure that the Major Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the relevant provisions of the National Construction Code and relevant Australian Standards and in such a way as to minimise disruption and inconvenience to any owner or occupier of any other lot in the strata scheme;
 - (c) if the Major Works interfere with any service associated with the provision of electricity, plumbing, security, telecommunications or any other utility to the strata scheme, ensure that the occupiers of the lots whose services will be interfered with are provided with a written notice at least 48 hours before the services are interfered with which indicates when and how the services to their lot will be interfered with;
 - (d) ensure that the Major Works are carried out substantially in accordance with the plans, drawings and specifications provided to and approved by the strata committee prior to construction and, if the approval of Council is required for the conduct of the Major Works, as approved by Council;
 - (e) not without the approval in writing of the strata committee and, if required, Council, materially amend or vary the Major Works, plans, drawings and specifications in such a way that there is a departure, in particular but without limitation from the structure existing within the lot or as depicted in the plans, from those approved by the strata committee and/or Council;
 - (f) if the proposed Major Works relate to, interfere with or affect a waterproofing membrane in any wet area (including without limitation by the installation or removal of tiles or any toilet, hand basin, bath, shower tray or like fittings in any bathroom, toilet, laundry or other wet area) and/or require a new waterproofing membrane to be installed, ensure that a new waterproofing product which has a product warranty of not less than 10 years is installed in the relevant wet area and that, once installed, the relevant wet area will be rendered completely waterproof;
 - (g) without limiting clause 1.6(f) of this by-law, ensure that the waterproofing product installed in the relevant wet area:
 - (i) complies with the requirements of the National Construction Code and the Australian Standards;
 - (ii) is installed in compliance with the manufacturer's specifications for installation; and
 - (iii) is installed by a contractor licensed to install the waterproofing product;
 - (h) ensure that if any of the Major Works can be seen clearly from outside the lot or involve an alteration to the exterior facade of the Building, that the Major Works are aesthetically in keeping with the rest of the Building and the strata scheme;
 - (i) take reasonable precautions to protect all areas of the Building outside the lot from damage caused by the Major Works;
 - (j) take reasonable precautions to ensure that any dust generated by the performance of the Major Works is contained wholly within the lot;

- (k) ensure that all construction materials, equipment, debris and other material associated with the Major Works is transported over common property in the manner set out in any materials handling plan that is provided to and approved by the strata committee, or as otherwise reasonably directed by the strata committee and that no construction materials, equipment, debris and other material associated with the Major Works are deposited on any part of the parcel for longer than 24 hours unless prior arrangements have been made by the owner or the owner's contractor with the strata committee for the use and siting of a rubbish skip or dump bin (and which must not in any event be sited within the owner's parking space);
 - (l) ensure that all areas of the Building outside the lot affected by the performance of the Major Works are kept clean and tidy throughout the performance of the Major Works;
 - (m) ensure that, so far as is reasonably practicable, the Major Works are performed wholly within the lot;
 - (n) ensure that all debris resulting from the Major Works is removed from the Building and the parcel as soon as practicable;
 - (o) only perform the Major Works between the hours of 7:30am and 5:00pm Monday to Friday, between the hours of 8:00am and 12:00pm on a Saturday and not at all on a Sunday or any public holiday or during such other hours as are prescribed by Council, or as are approved in writing by the strata committee acting reasonably;
 - (p) ensure that Major Works which generate significant noise and/or vibration of whatsoever nature (including the use of percussive equipment such as a jackhammer) that can be heard or felt beyond the limits of the lot are only performed between the hours of 8:00am and 3:00pm Monday to Friday (excluding public holidays) or at such other time or times as are prescribed by Council, or as are approved in writing by the strata committee acting reasonably;
 - (q) ensure that no doors or access ways (including security doors) are blocked or hindered in any way by the owner's contractors or their subcontractors, employees or agents or by construction materials, equipment, debris and other material associated with the Major Works;
 - (r) ensure that the Major Works do not interfere with or damage the common property or the property of any other owner or occupier otherwise than as approved in this by-law;
 - (s) ensure that neither the owner nor the owner's contractors or their subcontractors, employees or agents use any of the Owners Corporation's garbage bins to store or cart debris, building materials, tools or equipment;
 - (t) make good any damage caused by the owner or the owner's contractors or their subcontractors, employees or agents in the performance of the Major Works within a reasonable period after that damage occurs;
 - (u) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the owner's reasonable control, complete the Major Works within the timeframe specified in the timetable provided to and approved by the strata committee, or such longer period of time as the strata committee, acting reasonably, permits.
- Completion of Major Works
- 1.7 The owner must inform the Owners Corporation when the Major Works have been completed within 7 days of such completion.
- 1.8 If any required approval of Council is necessary to carry out the Major Works, on completion of the Major Works, the Owner must provide to the strata committee the certificate of the Council that the Major Works have been inspected by the Council and that the Major Works comply with the conditions of any approval given by the Council.
- 1.9 If required by the strata committee, the owner must, within 48 hours of any request from the strata committee (or such longer period of time as is agreed with the strata committee), give the strata committee or a representative of the Owners Corporation nominated by the strata committee access to the part or parts of the lot in which the Major Works have been performed for the purpose only of inspecting the Major

- Works. No liability or obligation will attach to the Owners Corporation or any of its representatives consequent upon any such inspection.
- 1.10 The owner must provide to the strata committee a certificate from the licensed contractor who installed the waterproofing product specified in clauses 1.6(f) and (g) of this by-law that the waterproofing product has been installed in compliance with clauses 1.6(f) and (g) of this by-law.
- Liability and Indemnity**
- 1.11 The owner is liable for any damage (whenever occurring) caused to any part of the common property or to the property of any owner or occupier of any other lot in the strata scheme as a direct result of the Major Works, or the performance thereof and the owner must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 1.12 The owner indemnifies the owners corporation and each other owner or occupier of any other lot in the strata scheme against any loss or damage, cost, charge or expense (including the costs of recovery) incurred or sustained by the Owners Corporation or the other owner or occupier as a direct result of the Major Works, or the performance thereof.
- Repair and Maintenance Obligations**
- 1.13 The owner must, at the owner's cost, maintain and keep the alterations and additions installed in the course of the Major Works (including but not limited to the fixtures and fittings installed as part of the Major Works) and the common property directly affected by the performance and keeping of the Major Works in the lot in a state of good and serviceable repair and the owner must renew or replace it or them whenever necessary.
- 1.14 Subject to clause 1.13 of this by-law, the Owners Corporation remains responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the common property.
- Dilapidation Report, Bond and Right to Remedy Default**
- Dilapidation Report**
- 1.15 To facilitate the preparation of any Dilapidation Report that is required pursuant to clause 1.4(d)(ii) of this by-law and to assist in assessing any claims made pursuant to this by-law, each owner of a lot affected or likely to be affected by the performance of the Major Works must, on not less than three business days' notice, allow access to their lot, and the Owners Corporation must allow access to the common property, to facilitate the conduct of the survey of those lots and that common property for the preparation of the Dilapidation Report, in default of which access any subsequent claim for rectification, payment or reimbursement may be adversely affected.
- 1.16 The Dilapidation Report will form the basis for the ascertainment and determination of any claims for rectification of alleged damage and payment or reimbursement of costs, charges or expenses in respect of alleged loss or damage as a direct result of the Major Works or the performance thereof.
- Bond**
- 1.17 Upon completion of the Major Works, the owner will be entitled to a refund of any Bond deposited by the owner with the strata managing agent (within 21 days of the owner's written request for the refund of the Bond) but only if:
- (a) no damage has been done by the performance of the Major Works to any part of the common property in or about the Building; and
- (b) any damage to any part of the common property caused by the performance of the Major Works has been rectified by the owner to the reasonable satisfaction of the Owners Corporation.
- 1.18 If the owner or the owner's contractors or their subcontractors, employees, servants or agents leave the common property unclean, untidy, defaced or damaged as a result of the performance of the Major Works, the Owners Corporation may:
- (a) demand that the owner rectifies the unclean, untidy, defaced or damaged common property;
- (b) rectify any damage to the common property (including cleaning of any unclean, untidy or defaced area of the common property);

- (c) retain the Bond (or so much of it as is required to defray the Owners Corporation's costs) and apply it in or towards rectification of the damage;
- (d) if the Bond is insufficient to cover the costs of rectification, recover the costs of any rectification work (including the costs of recovery), or so much as is not covered by the Bond, from the owner as a debt due;
- (e) if the debt described in (d) above is not paid within one month after the date on which it is due, charge simple interest at the same rate as applicable to contributions unpaid under section 85 of the Strata Management Act or, if the regulation under the Strata Management Act prescribes some other rate, then at that other rate; and/or
- (f) include reference to any such debt (including interest thereon) on a strata information certificate issued under section 184 of the Strata Management Act in respect of that lot.
- Right to Remedy Default**
- 1.19 In the event that the owner fails to comply with this by-law, the Owners Corporation may by resolution of the strata committee give a written notice to the owner:
- (a) specifying the breach or breaches of this by-law; and
- (b) setting out the action or works required to be taken by the owner to rectify the breach or breaches; and
- (c) specifying a time by which the rectification action or works is or are required to be completed.
- 1.20 If an owner is served with a notice under the preceding clause and that owner fails to carry out the works or take the action set out in the notice by the date which is 14 days after the date specified in the notice and the breach of the by-law is subsisting at that date, then the Owners Corporation may:
- (a) carry out all work necessary to rectify the breach or breaches of the by-law and enter upon any part of the owner's lot to carry out that work;
- (b) take such action as the strata committee considers is reasonable and appropriate in the circumstances to enforce this by-law and any by-law adopted in respect of the Major Works; and/or
- (c) recover the costs of carrying out the work or taking any action set out in this clause and/or the costs of enforcement of the by-laws from the owner (including the costs of recovery),
- and the owner indemnifies the Owners Corporation against any liability flowing from the actions of the Owners Corporation pursuant to this clause.
- 1.21 If the debt for the Major Works or enforcement of the by-laws as provided in this by-law is not paid within one month after the date on which it is due:
- (a) the debt, or so much of it as is unpaid, will bear simple interest at the same rate as applicable to contributions unpaid under section 85 of the Strata Management Act or, if the regulation under the Strata Management Act prescribes some other rate, then at that other rate; and
- (b) the Owners Corporation may include reference to that debt and interest thereon on a strata information certificate issued under section 184 of the Strata Management Act in respect of that lot.
- Costs**
- 1.22 The Major Works must be performed entirely at the owner's cost.
- 1.23 The owner must bear and pay the costs of:
- (a) the preparation, adoption and registration of the common property rights by-law specified in clause 1.4(a) of this by-law authorising the carrying out by the owner of Major Works; and
- (b) the Owners Corporation engaging any expert to advise on the Major Works before, during and/or after the carrying out of the Major Works.
- Operation of By-law**
- 1.24 This by-law does not relieve an owner from any duty or obligation to comply with the provisions of the Strata Management Act (relating to the making of a by-law authorising particular Major Works or the exercise of a special privilege or grant of exclusive use rights) or any other regulatory instrument.

**14. BYLAW 64
INSTALLATION
OF EXTERIOR
WINDOW SHADE
AWNING'S LOT
128:**

- 1.25 Every by-law made by the Owners Corporation authorising the performance of Major Works is subject to the provisions of this by-law unless specifically excluded.
- 1.26 References in this by-law to any action by or in respect of the Owners Corporation may, unless the reference or the Strata Management Act specifically requires the approval of the Owners Corporation in general meeting, be done by or on the instruction of the strata committee and a notice given under this by-law may be given by the strata managing agent pursuant to a resolution of the strata committee.
- 1.27 In the event of there being any inconsistency between this by-law and any other by-law in the strata scheme, this by-law shall prevail to the extent of that inconsistency.

SPECIALLY RESOLVED pursuant to section 108 of the Strata Schemes Management Act, 2015 (NSW) for the purpose of improving or altering the common property that The Owners – Strata Plan No. 55468 permit the owner of Lot 128 in the scheme to add to and/or alter the common property on the terms and in the manner as set out in the by-law.

SPECIALLY RESOLVED pursuant to section 143 of the Strata Schemes Management Act 2015 that The Owners - Strata Plan No. 55468 make a common property rights Bylaw in the following terms:

Window awnings **Lot 128**

Despite any other by-law and on the conditions set out in this by-law, the owner for the time being ("the Owner") of Lot 128 ("the Lot") shall have a special privilege in respect of the common property to install and keep awnings above the doorways and windows on the eastern balconies of the Lot and a right of special privilege to use of that part of the common property affected by the installation of the awnings.

The awnings may only be installed and kept on the common property eastern balcony exterior wall of the Lot on the condition that:

- (a) The awnings proposed to be installed are of a type, colour, material and design which the Strata Committee, acting reasonably, considers prior to installation is appropriate for the strata scheme and, for that purpose, a Robusta heavy duty awning satisfies the criteria of type and design;
- (b) The awnings installed in the Lot must be of the same type, colour, material and design and must be in keeping with the exterior appearance of the Building;
- (c) The Owner must keep the awning installed on the common property wall clean and in a state of good and serviceable repair and must repair or replace any worn out or damaged awning as soon as practicable after the awning becomes worn out, defaced or damaged, at the cost of the Owner;
- (d) Prior to installing the awnings the Owner must obtain and provide to the Strata Committee evidence of any required approval of the Council of the City of Sydney for the installation of the awnings on the common property wall of the Lot;
- (e) The Owner is liable for any damaged caused to any part of the common property as a result of the installation and keeping of the awnings on the common property wall of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

Note:

The purpose of this Motion and Bylaw is to request permission for the installation of awnings in Lot 128 (Apartment 2102). Two awnings will be installed over the existing balcony windows on the Eastern side of the building. The awnings are Robusta heavy duty awnings (in compliance with the proposed by-law). The awnings will be of the same type, colour, material and design and will be in keeping with the exterior appearance of the Building as it will match unit 2101 and unit 2201 exactly, which are both in compliance (in compliance with the proposed by-law).

To ensure a uniform appearance across the outside of the building, the proposed awnings to be installed in lot 128 are the Robusta brand. This is the same brand and has the same hardware (bars and railings) and fabric specifications as the existing awnings in lots 131, 132 & 127 (Units 2201, 2202 & 2101). The hardware will be powder coated in 'pewter grey'. The material for the shade is Docil reference 037 ('capprucino' colour).

The awnings will be affixed to the external wall using large dynabolts inserted into the slab and blockwork. The Building Manager has previously confirmed that this is the most suitable and effective way of safely securing the awning to the building. A wind sensor coupled to each awning's electric motor will provide for automatic retraction in the event of high wind.

The approval of Council of the City of Sydney is not required for the installation of the awnings. The installation of the awnings is an exempt development under S.76 of the Environmental Planning and Assessment Act 1979 (NSW), section 3, 1 and Schedule 2 of the Sydney Local Environment Plan 2012, clause 1.15 of Part 1, Division 2 and clauses 2.9 and 2.10 of Part 2, Division 1, Subdivision 5 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

15. REPEAL OF BYLAW 42A:

SPECIALLY RESOLVED pursuant to section 141 of the Strata Schemes Management Act 2015 that The Owners - Strata Plan No. 55468 repeal Bylaw 42 as it no longer has any force or effect.

Bylaw 42A is hereby repealed.

Do not let (Do not let) Lot 123

Notwithstanding any By-Law to the contrary, the proprietor of Lot 123 in the strata plan shall have the right to keep the dog known as Toastie being a 12-year Dachshund cross female upon the subject lot and common property for the life time of such dog. The proprietor of a responsible adult person shall at all times carry the dog in a covered bag while on the common property. Upon the death of the dog or upon the sale of Lot 123, this By-Law shall cease to have any further effect or force.

Note:
Bylaw 42A is no longer relevant due to the sale of Lot 123 on 5 September 2017. Bylaw 42A will be deleted from the consolidated set of Bylaws.

16. BY-LAW REVIEW AND CONSOLIDATION:

RESOLVED that the registered by-laws of the strata scheme have been reviewed by its Strata Committee and that the Strata Managing Agent is now authorised to consolidate and obtain relevant documentation to support this process.

Note:
As part of the process the Strata Managing Agent is to update the Bylaws to the relevant references in the Strata Schemes Management Act 2015 (where applicable), correct any typographical errors and numbering as required.

17. ELECTRONIC MEETING VOTING:

RESOLVED that the Owners Corporation adopt the following alternate means of voting at meetings of the Owners Corporation and/or meetings of the Strata Committee (not being Annual General Meetings):

- (a) Voting by means of the use of a website that facilitates electronic voting.

Note:
The Owners Corporation is able to adopt any of the above means of voting by resolution of the Owners Corporation in accordance with clause 28 of Schedule 1 of the Strata Schemes Management Act 2015 and clause 14 of the State Schemes Management Regulations 2016.

18. THE STRATA COMMITTEE:

RESOLVED that as the number of nominations equaled the number of persons to be elected, that number being eight (8), the following were duly elected:

- B O'Brien (Lot 2), M Luttrill (Lot 6), L Pannucci (Lot 23), M Adamo (Lot 89), T Gagen (Lot 111), A Hynes (Lot 122), A Crowley (Lot 129) and P Engelbert (Lot 131)

19. GENERAL RESTRICTIONS ON STRATA COMMITTEE:

MOTION LOST that the Owners Corporation decide if any matter or type of matter is to be determined only by the Owners Corporation in general meeting.

20. FINANCIAL RESTRICTIONS ON STRATA COMMITTEE:

MOTION LOST that the Owners Corporation remove the limitation imposed under Section 102 of the Strata Schemes Management Act 2015 generally or in relation to any particular item or matter.

NOTES:

The Chairperson made reference to works and achievements over the past year and outlined the major works for the year ahead as provided for in the Budget with particular reference to the ongoing upgrade works to the lifts that are expected to be completed prior to Christmas 2017. Thanks were provided to the Strata Committee and the Building & Strata Management teams for their work over the past year.

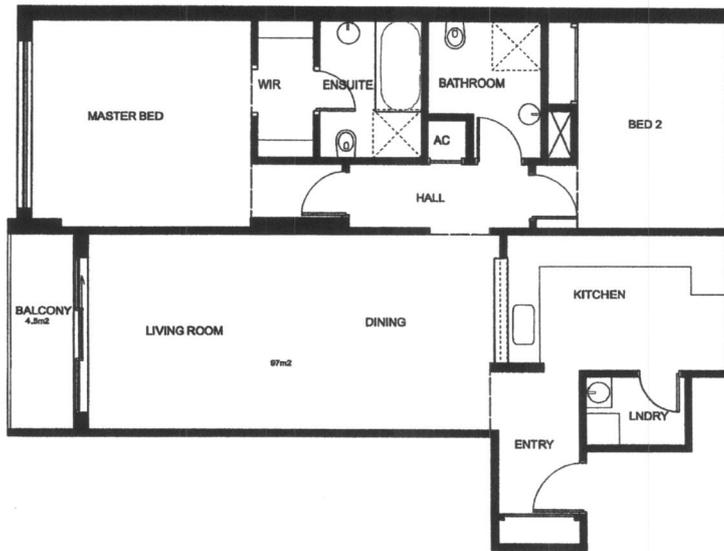
The Strata Committee and the Owners thanked Bill O'Brien for his work over the year and for chairing the Annual General Meeting

Kindest regards and thanks were provided to departing long term residents including Henry Johnston, Lindsey Deputyt & Louise Daley and Darry Fitzgibbon & Maggie Welley, their friends and neighbours at Regency Hyde Park wish them all the very best in their new homes.

The meeting closed at 7.43 pm

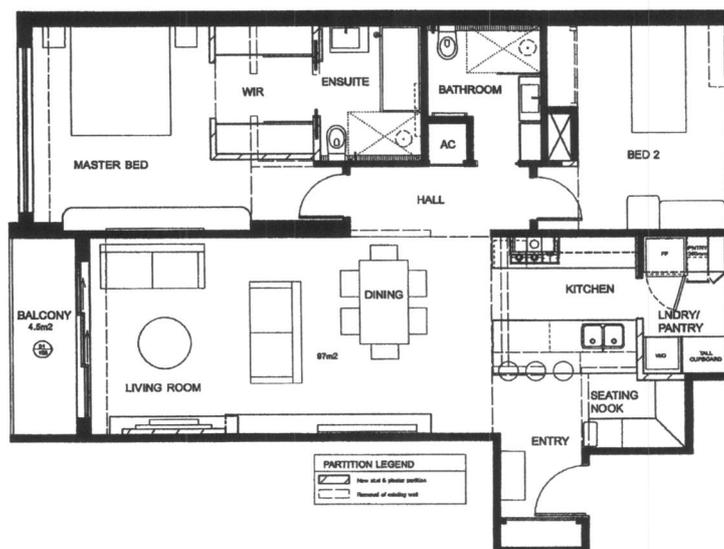
ANNEXURE A

EXISTING PLAN
AREA: Internal 97m² Balcony 4.5m²



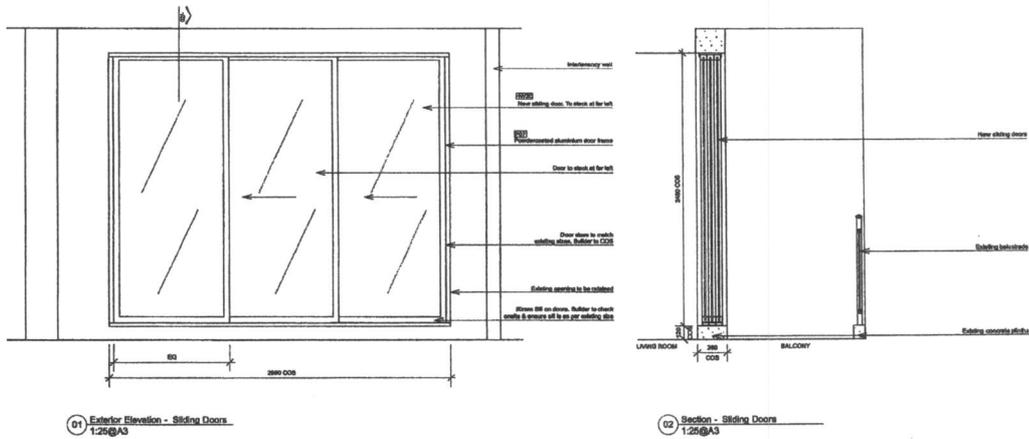
**PURE
CREATIVE**

PROPOSED PLAN
AREA: Internal 97m² Balcony 4.5m²



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PROPOSED DOOR DETAILS
Balcony Doors



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SCOPE OF WORKS

PRELIM

- Dilapidation report provided
- Letter from builder confirming walls to be removed are non structural
- CDC for new doors

DEMOLITION

- Removal of non-structural, non-load-bearing walls shown in red
- Removal of all interior finishes, joinery and fixtures
- Removal of all floor finishes
- Removal of all lighting
- Removal of existing balcony doors (3off)

CONSTRUCTION

- New stud and plaster walls where shown
- Line existing walls and ceilings where required
- New flooring throughout (including underlay for acoustics)
- Adjust sprinklers where required
- Upgrade EDB if required
- New AC unit and grills throughout
- New lighting throughout
- New joinery consisting
 - Kitchen, Laundry, Living Room, Bathroom, Ensuite, Walk In Robe, Master Bedroom, 2nd Bedroom
- Waterproof bathrooms
- Plumb in kitchen, laundry & bathrooms using existing plumbing
- New tile to balcony floor
- New hardware, fixtures & fittings
- New sliding doors to balcony. To match existing colour and size. Operation - 2 doors slide to the left, opposed to 1 as per existing. (CDC to be provided for doors)

**PURE
CREATIVE**