

**MINUTES OF EXTRAORDINARY GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 61139**

**ADDRESS OF THE STRATA SCHEME: 'PACIFIC WAVES'
9-15 CENTRAL AVENUE
MANLY NSW 2095**

**MINUTES OF BUSINESS DEALT WITH AT THE EXTRAORDINARY GENERAL MEETING
OF THE OWNERS STRATA PLAN NO. 61139 HELD ON TUESDAY 26TH APRIL, 2022
VIA PRE-MEETING ELECTRONIC VOTING PAPER AT 10.00AM.**

VOTING PAPERS RECEIVED:

Mr P & Mrs Z Dybac, Ms S Stow, Mr G Brown, Mr S MacDonald, Mr D & Mrs J Robertson, Mr J & Mrs M Legaz, Mr G Moore (Company Nominee – G.J & P.M. Moore Pty Ltd), Mr N Owen, Mr R Stone, Ms J Gunn, Ms S Parker (Company Nominee – Narumu Pty Ltd), Mr R Fewtrell, Mr D Alistair & Ms S Hunston and Mr D & Mrs M Mockler.

IN ATTENDANCE:

Ms N Hopkins of Lamb & Walters.

CHAIRPERSON

Ms N Hopkins of Lamb & Walters.

As a quorum was not reached the Chairperson declared that persons present personally and by proxy and who are entitled to vote on the below motions constitute a quorum for considering the motions.

Motion 1 – Minutes

It was noted that the Agenda motion referred to the last Extraordinary General Meeting when the last General Meeting was the Annual General Meeting. Due to this, this motion is to be deferred to the next General Meeting for consideration.

Motion 2 – Renovation Works Lot 37 (Special By-Law)

SPECIALLY RESOLVED that The Owners – Strata Plan No. 61139 pursuant to sections 141 to 143 of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms:

Special By-Law No. 81 – Authorisation of Building Works in Lot 37

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot 37 (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Mezzanine extension works including:

- (i) Extension of the mezzanine floor on the second floor of the Lot (being the third floor of the building) over the void area by 137 centimetres;
- (ii) Removal of existing dwarf wall overlooking the void area and installation of full-length floor to ceiling internal timber and gyprock walls to create a new enclosed study area within the space of the existing bedroom on the second floor of the Lot;
- (iii) Installation of three cavity sliding doors (two between the bedroom and the new study and one between the new study and the hallway), one swing door (between the hallway and bedroom), yellow tongue flooring and new skirting boards in study area and hallway;
- (iv) Creation of two window openings within the new internal walls (including installation of two windows);
- (v) Electrical works, including the installation of six power points, 8 downlights, a ceiling fan and the replacement of the existing electrical power points and light switches with new fascias;
- (b) Kitchen renovation including:
 - (i) Removal and replacement of existing benchtops, splashback, wall tiles and doors;
 - (ii) Connection to existing water, waste and electrical services;
- (c) Removal of the existing carpets on the first and second floors of the Lot (being the second and third floors of the building) and installation of engineered timber flooring (including the installation of an "Angel 8 underlay") on the first floor of the Lot and the installation of new carpet on the second floor of the Lot.

substantially as depicted in the drawings annexed to and forming part of this by-law at Annexure A ("Plans").

2. Definitions

For the purposes of this by-law:

"**Council**" means Northern Beaches Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

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

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation 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 Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with clause 1 and the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and 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;
- (b) carry out the Works substantially in accordance with the description in Clause 1 and the Plans and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

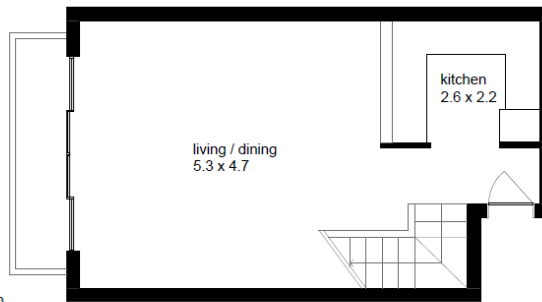
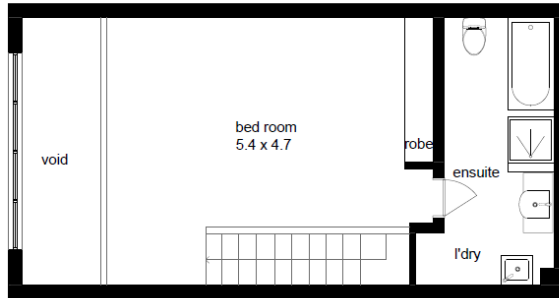
and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Annexure A

Current Plan

DA APPLICATION

230/9-15 Central Ave. Manly 2095
37 / - / SP61139

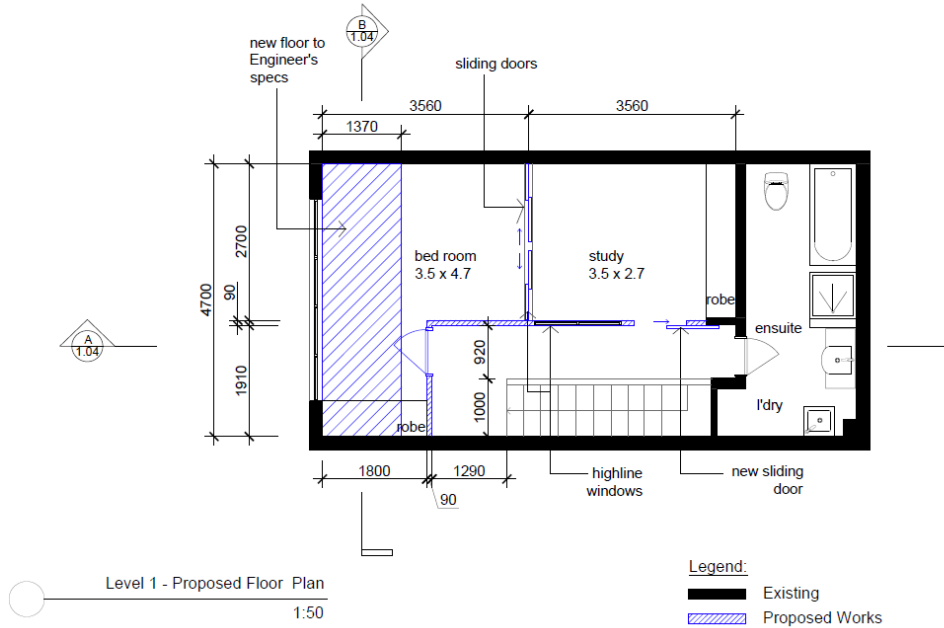


<small> EIO CONSULTANTS 230/9-15 Central Ave. Manly NSW 2095 T (02) 9449 8855 F (02) 9449 8856 E hello@lambandwalters.com.au W lambandwalters.com.au </small>	<small> PROJECT 230/9-15 Central Ave. Manly NSW </small>	<small> CLIENT Daniel Hodgson </small>	<small> DWG NO 101 </small>	<small> ISSUE A </small>	<small> DRAWING Existing Floor Plans </small>	<small>DATE</small> 30/12/2021	<small>DRAWN BY</small> E.O.	<small>CHECKED BY</small> E.O.	
						<small>SCALE</small> 1:50 @A3	<small>E.O.</small>	<small>E.O.</small>	

Proposed Plan

DA APPLICATION

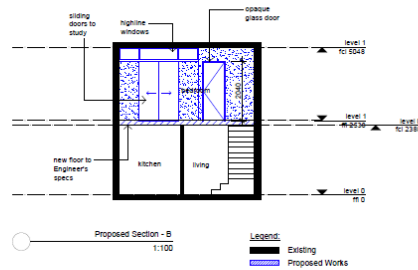
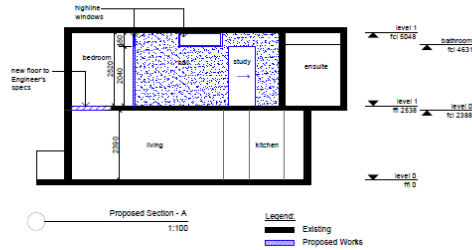
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DA APPLICATION

230/9-15 Central Ave. Manly 2095
37 / - / SP61139



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			230/9-15 Central Ave. Manly NSW	Daniel Hodgson	104	A	Proposed Sections	10/10/2021	E.O.	E.O.	

Motion 3 – Bathroom Renovations Lot 89 (Special By-Law)

SPECIALLY RESOLVED that The Owners – Strata Plan No. 61139 pursuant to sections 141 to 143 of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms:

82. Special By-Law – Authorisation of Building Works in Lot 89

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot 89 (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (d) Works to the ensuite bathroom including:
 - (i) Removal of the existing floor tiles, wall tiles, cement screed, waterproofing, and fixtures and fittings including toilet, bathtub,

- shower, shower screen, vanity, sink, and tap ware (and mixers for taps if required);
- (ii) Relocation of existing shower taps to allow for installation of mixer tap and 2 in 1 shower;
 - (iii) Relocation of existing bath taps and spout for new free-standing bath;
 - (iv) Cut out wall framework to allow for installation of semi recessed shaving cabinet and shower/bath niche;
 - (v) Reline bathroom with new villa-board/ wet check;
 - (vi) Cement screeding of floors, and rendering of walls (if required), in preparation of new floor tiles and wall tiles;
 - (vii) Installation of new 50mm cornice, floor tiles, wall tiles, waterproofing, and fixtures and fittings including but not limited to toilet, free standing bathtub, shower, shower screen, shaving cabinet, vanity, sink, and tap ware (and mixers for taps if required);
 - (viii) Removal of existing and installation of new light switches and power points in existing positions;
 - (ix) Removal of existing halogen lights and installation of new LED lights;
 - (x) Connection to existing water, waste and electrical services;
- (e) Works to the main bathroom/laundry including:
- (i) Removal of the existing floor tiles, wall tiles, cement screed, waterproofing, and fixtures and fittings including toilet, shower, shower screen, vanity, sink, and tap ware (and mixers for taps if required);
 - (ii) Installation of new mixer tap in shower and installation of new pipework for 2 in 1 shower rose;
 - (iii) Cut out wall framework to allow for installation of semi recessed shaving cabinet and shower niche;
 - (iv) Reline bathroom with new villa-board/ wet check;
 - (v) Cement screeding of floors, and rendering of walls (if required), in preparation of new floor tiles and wall tiles;
 - (vi) Installation of new floor tiles, wall tiles, waterproofing, and fixtures and fittings including but not limited to toilet, shower, shower screen, shaving cabinet, vanity, sink, and tap ware (and mixers for taps if required);
 - (vii) Removal of existing and installation of new light switches and power points;
 - (viii) Removal of existing halogen lights and installation of new LED lights;
 - (ix) Connection to existing water, waste and electrical services.

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

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

3. Conditions

3.4 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (d) any required approval of Council for the performance of the Works; and
- (e) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation 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 Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation.

3.5 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (m) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (n) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;

- (o) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (p) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (q) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (r) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (s) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (t) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (u) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (v) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (w) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (x) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.6 Completion of Works

- (c) The Owner must advise the Owners Corporation when the Works are complete; and
- (d) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the

performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (c) The Works must be undertaken at the cost of the Owner.
- (d) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (d) carry out all work necessary to perform that obligation;
 - (e) enter upon any part of the Lot to carry out that work;
 - (f) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;
- and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Close: There being no further business to discuss the Meeting closed at 10.30am.