
Minutes of Annual General Meeting

PRESENT PERSONALLY: Gilchrist & Callan (4), Mathieson & Dagnicourt (6 & 170), Sten (11 & 145), Borlase (15), Palmer (19), Zordan (20), Rosenthal (22), Tennant & McLean (23), Lee & Good (25), Hobson (26), Drummond & Dawson (29), Kay (30), White (31), Sweeney (33), Green & Fitzgerald (40), Gardener (41), Lloyd (42), Peers (55), Scott (57), Schroder & Warner (58), Falzon & Ubilla (63), Byrne (67), Pressley (68), Gilbert (72), Harris (73), Tonkin (74), Di Iorio (79), Poulden & Emmet (82), Pollard & Clayton (84), Tonkin (85), Crook (89), Del Fabbro (90), Thiel Sirett (93), Nielsen & Trollip (94 & 142), MacKinnon (96), Randall & Mylott (100), Mylott (101), Napier (102 & 168), Seaman (105), Selby & Wise (106 & 149), Rogan & Smith (108 & 151), Leuver, Weimer & Fullerton (111), Croumbie Brown (113), Stanley (118), Williams & Thomson (114), Thomson & Williams (115), Baxa (121), Anderson (122 & 162), Reid (124), Moore (125), Harding (126 & 161), Beck (127 & 166), Toolin (128), Sgambellone (129 & 160), Ferrier (135 & 159), Robins (136 & 156), Modolo (138 & 147) and Henderson (171)

PRESENT BY PROXY:

To S.Williams: De Ravin & Montuerto (9), Latsos (16), Switzer & Maher (28), Jenkins (46), Brener (62), Hazelton & Archer (65), Rodskog (86), Ellis (95), Vantage Point Consulting Pty Ltd (110), Malasarda Pty Ltd (123), Hemann (137) and Cross (140 & 141)

To M Fisher : Beck (133 & 153), Beck (139, 157 & 169)

To J Thomson: Wellington (49), Grier (52), Wellington (130 & 152)

To R Harding: Angelucci (38), Ng (44), Ford & Wilcox (77) and Palagyi (109)

To D Moore: MacDougall (50), Horseman Holdings (92) and Goodwin (103)

To K Thiel Sirett: Ward (18), Rogan & Smith (108)

To B Napier: Napier (102 & 168)

To G Sirret: Marinic International Pty Ltd (70 & 71)

To S Clayton: Balint (35)

To C Del Fabbro: Concha & Del Fabbro (91)

IN ATTENDANCE:

Latsos (16), Lindner (*nev* 98)

D Stanger & E Francis (FMBS), J McDonald (Linders)

CHAIRPERSON:

R Harding chaired the meeting

1. COMMITTEE REPORT:

RESOLVED that the Executive Committee report as circulated be accepted including the statement with respect to the settlement with Mr & Mrs Beck regarding rectification of the balustrades.

That statement is attached to, and forms part of, these Minutes as **Annexure 'A'**.

2. MINUTES:

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

3. ACCOUNTS:

DISCUSSION to the statements

DISCUSSION to the matter of accrual accounting and cash accounting methods

3.1 RESOLVED that the audited Financial Statements as supplied be accepted.

3.2 RESOLVED that the Treasurer's report as provided be accepted.

4. INSURANCES:

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

5. BYLAWS

REPEAL OF BYLAWS 28 & 29

REPEAL OF BYLAWS 28 & 29

AND

REPLACEMENT BYLAW

MAJOR RENOVATION/WORKS TO LOTS:

a. **SPECIALLY RESOLVED** pursuant to section 47 of the *Strata Schemes Management Act, 1996* that the Owners – Strata Plan No. 64622 repeal by law 28 (Procedures for carrying out Building Works) and by-law 29 (Load bearing and non load bearing walls) applicable to the scheme.

b. **SPECIALLY RESOLVED** pursuant to section 47 of the *Strata Schemes Management Act, 1996* that the Owners – Strata Plan No. 64622 make a by-law in the following terms:

SPECIAL BY-LAW

Works

PART 1

PART 1.1

GRANT OF RIGHT

- (a) Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner has the right to carry out the Works (at the Owner's cost and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.
- (b) An occupier has no right to carry out any Works contemplated by this by-law or otherwise.
- (c) The purpose of this by-law is to regulate an Owner installing any Works

within their Lot either affecting or not affecting common property and to regulate their maintenance

PART 1.2

THIS BY-LAW TO PREVAIL

If there is any inconsistency between this by-law any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) “**Act**” means the *Strata Schemes Management Act, 1996*.
- (b) “**Authority**” means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) “**Bond**” means a bond being a bank cheque or cash in the amount of 10% of the total cost of the Works subject to a minimum of \$1,000.00 and a maximum of \$10,000.00 (inclusive of GST) made payable to the Owners Corporation.
- (d) “**Building**” means the building situated at 3 Kings Cross Road, Rushcutters Bay.
- (e) “**Building Manager**” means the building manager for the Building appointed by the Owners Corporation from time to time.
- (f) “**Council**” means City of Sydney Council.
- (g) “**Executive Committee**” means the executive committee from time to time of the Owners Corporation.
- (h) “**Insurance**” means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the *Home Building Act, 1989*, (if any); and
 - (iii) workers’ compensation insurance.
- (i) “**Lot**” means any lot in strata plan number 64622.
- (j) “**Major Works**” means works that require penetration to common property floors, walls and ceilings including works of a structural nature and which are not Minor Works.
- (k) “**Minor Works**” means works that do not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property).
- (l) “**Owner**” means the owner of the Lot from time to time.
- (m) “**Owners Corporation**” means the owners corporation created by the registration of strata plan registration number 64622.
- (n) “**Works**” means the Minor Works and the Major Works.

2.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;

- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

PART 3

CONDITIONS

PART 3.1

Before commencement

- (a) An Owner has the right to carry out Minor Works without the consent of the Owners Corporation provided at least fourteen (14) days' notice has been provided to the Executive Committee and copied to the Building Manager, such notice to specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access.
- (b) Upon receipt of any notice provided under clause 3.1(a), should the Executive Committee determine (at its absolute discretion), or form the opinion or be advised that the works contemplated are Major Works, then the Owner shall not commence those works without the requisite consent of the Owners Corporation for Major Works under this by-law.
- (c) Before commencement of any Major Works, the Owner must, in addition to any obligations under clause 3.1(a):
 - (i) prepare and provide to the Building Manager on behalf of the Owners Corporation and the Executive Committee:
 - (I) a new by-law under the Act, to amend the definition of "Major Works", "Lot" and include a definition of "Plans" to cover the specific scope of Major Works to be carried out; and
 - (II) the Owner's written consent to:
 - (A) the passing of the by-law; and
 - (B) be responsible for the maintenance, repair and replacement of the Major Works,

such by-law and form of consent to be acceptable to the Executive Committee and to be considered at the next general meeting of the Owners Corporation;
 - (ii) provide to the Building Manager on behalf of the Owners Corporation and the Executive Committee a complete proposal concerning the Major Works, to the extent required by the Executive Committee including but not limited to:
 - (I) plans and specifications of the proposed works;
 - (II) engineering plans and certification;
 - (III) any development consent application to any relevant Authority; and
 - (IV) a report from an engineer nominated by the Executive Committee concerning the impact of the works on the structural integrity of the Building and common property;
 - (iii) pay for all costs reasonably incurred by the Owners Corporation (including the Executive Committee and the Building Manager) in respect of the Major Works including:

- (I) legal fees for reviewing the proposal;
 - (II) fee for convening any meeting to consider the proposal;
 - (III) any other reasonable professional fees required to consider the proposal including strata management fees; and
 - (IV) registration fees for the exclusive use/special privileges by-law contemplated in clause 3.1(c)(i)(I);
- (iv) pay a Bond. Such Bond to be refunded within sixty (60) days from completion of any Major Works less any costs incurred by the Owners Corporation (including the Executive Committee and the Building Manager) for or in connection with the carrying out of the Works or breach of this by-law;
 - (v) obtain all necessary approvals/permits/consents from any Authority in respect of the Major Works and provide a copy to the Building Manager on behalf of the Owners Corporation and the Executive Committee;
 - (vi) to the extent required by the Executive Committee effect and maintain Insurance in respect of the Major Works and provide a copy to the Building Manager on behalf of the Owners Corporation and the Executive Committee; and
 - (vii) obtain the written consent to commencement of the Works from the Executive Committee upon satisfaction of its obligations in paragraphs (c)(i) – (vi) above.
- (d) Upon receipt of a by-law under clause 3.1(c)(i)(I) the Executive Committee will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law. Such conditions to include (but shall not be limited to) those set out in this Part 3.

PART 3.2 During construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) not undertake any jackhammering in excess of four hours per week;
- (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (d) ensure that any Works carried out to floors are compliant with the appropriate insulation standards and as approved in writing by the Executive Committee from time to time.
- (e) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (f) only carry out the Works at times approved in writing by the Owners Corporation, the Executive Committee the Building Manager;
- (g) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Executive Committee;
- (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably

directed by the Owners Corporation, the Executive Committee and the Building Manager;

- (i) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Executive Committee or the Building Manager;
- (j) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property without the prior written consent of the Executive Committee or the Building Manager;
- (k) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris, all in a manner reasonably acceptable to the Executive Committee and the Building Manager;
- (l) keep all areas of common property outside of the Lot where the Works are being undertaken clean and tidy throughout the performance of the Works, all in a manner reasonably acceptable to the Executive Committee and the Building Manager;
- (m) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (n) provide the Owners Corporation's nominated representative(s) and/or the Building Manager access to inspect the Lot within twenty-four (24) hours of any request from the Owners Corporation and/or the Building Manager (for clarity more than one inspection may be required); and
- (o) not vary the Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After construction

3.3.1 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation and/or the Building Manager that the Works have been completed;
- (b) notify the Owners Corporation and/or the Building Manager that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation and/or the Building Manager with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) provide the Owners Corporation and/or the Building Manager with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- (e) provide the Owners Corporation's nominated representative(s) and/or the Building Manager access to inspect the Lot within twenty-four (24) hours of any request from the Owners Corporation and/or the Building Manager to assess compliance with this by-law or any consents provided under this by-law.

- 3.3.2 The Owners Corporation's and/or the Building Manager's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

PART 3.4
Enduring rights and obligations

- 3.4 An Owner shall:
- (a) protect all affected areas of the Building outside the Lot from damage relating to the installation, repair, replacement or removal of the Works;
 - (b) maintain, replace and keep in good and serviceable repair any Works installed by them;
 - (c) maintain and upkeep those parts of the common property in contact with the Works;
 - (d) remain liable for any damage to any lot or common property arising out of or in connection with the installation, repair, replacement or removal of the Works;
 - (e) ensure that the Works do not contravene any statutory requirements of any Authority; and
 - (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner.

PART 3.5
Recovery of costs

- 3.5 If an Owner fails to comply with any obligation under this by-law, 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) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work; and
 - (d) recover the costs of such work from the Owner as a debt due.

PART 3.6
Applicability

- 3.6 For the avoidance of doubt, clauses 3.4 and 3.5 apply to all Works installed prior to and after this by-law being made.

**6. SPECIAL BYLAW
TILING TO LOT 127
(Apt. 1702)**

DISCUSSION to the Motion

MOTION DEFERRED pending provision of a Certificate of Compliance by a suitably qualified Engineer.

That the Owners – Strata Plan 64622 – **SPECIALLY RESOLVE**, *pursuant to Sections 52 & 62(3) of the Strata Schemes Management Act 1996*, to make an additional By-Law in the following terms:

Installation of Tiled Flooring and Walls within Lot 127

A. Definitions

- i) The following terms are defined to mean:
 - “Tiled Flooring” means the installation of floor tiles to the surfaces of the balcony floors of lot 127 **both before and after** this by-law was made.
 - “Owner” means each of the owners of lot 127.
- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. Rights

- iii) Subject to the conditions in paragraph C of this by-law the Owner will have:
 - (a) a special privilege in respect of the common property to install the Tiled Flooring and to erect and keep the Tiled Flooring to the balconies on the Lot; and
 - (b) the exclusive use of those parts of the common property occupied by the Tiled Flooring.

C. Conditions

Obligations

The Owner must at his own expense replace or install a waterproof membrane where required under the Building Code of Australia when installing Tiled Flooring.

Maintenance

- iv) The Owner must properly maintain and keep the common property to which the Tiled Flooring is attached in a state of good and serviceable repair.
- v) The Owner must, at the cost of the Owner, maintain the Tiled Flooring that is installed in the course of 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.
- vi) To the extent that s 62(3) is applicable, the Owners Corporation determines it is inappropriate to maintain renew, replace or repair any common property affected by the Tiled Flooring as proposed under this by-law.

Performance of Works

- vii) When installing or laying Tiled Flooring the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside lot 127 from damage when carrying out work in relation to Tiled Flooring and;
 - (c) keep all areas of the building outside lot 127 clean and tidy throughout the performance of the Tiled Flooring and;
 - (d) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (e) remove all debris resulting from work in relation to retiling immediately from the building; and
 - (f) comply with the requirements of the Owners Corporation to comply with any other by-laws in relation to Tiled Flooring.

Cost of the Works

The Tiled Flooring must be installed at the cost of the Owner.

Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the installation of the Tiled Flooring and will make good that damage immediately after it has occurred.

Right to Remedy Default

If the Owner does not comply with this by-law, the Owners Corporation has the authority to enter onto any part of the parcel to carry out the Owner's obligations and has the right to recover the costs of carrying out that obligation from the Owner as a debt, due and payable at the Owners Corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10% per cent or, if the regulations provide for another rate, that other rate each year until paid.

Costs

The owner must meet all expenses of the Owners Corporation incurred in the preparation, making, registering, implementation and enforcement of this by-law including, without limitation including all legal expenses.

7. SPECIAL BYLAW : AUTHORISING DESPATCH OF NOTICES BY ELECTRONIC MEANS:

SPECIALLY RESOLVED pursuant to Section 47 of the *Strata Schemes Management Act 1996* that the Owners Corporation make an additional by-law in the following terms:

By-law:Despatch of Notices Electronically

- A. The owner of a lot may notify the Owners Corporation in writing of an e-mail address of the owner for the service of notices under these by-laws or the Strata Management Act and may amend that e-mail address from time to time by further notice in writing to the Owners Corporation.
- B. If an owner of a lot notifies the Owners Corporation in writing of an e-mail address for the service of notices or an amendment of a previously-notified e-mail address, the Owners Corporation must record that e-mail address in the strata roll.
- C. If an owner of a lot has notified the Owners Corporation in writing of an e-mail address for the service of notices, any notice required or authorised by the Strata Management Act or the by-laws to be served on an owner of a lot may be served on that owner by sending the whole of that notice (including all attachments to that notice) by e-mail to the owner at that e-mail address.
- D. If a notice is despatched electronically to an owner of a lot at the last e-mail address recorded in the strata roll for that owner and the sender receives an electronic notification that the transmission of the e-mail was not successful or the notice is not transmitted to an owner at the last e-mail address recorded on the strata roll, the notice will not be duly served unless served on the owner by another means specified in the Strata Management Act for the service of notices on an owner of a lot.
- E. A notice served on the owner of a lot by e-mail in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive any electronic notification of unsuccessful transmission.

8. CURRENT AGENCY AGREEMENT: **RESOLVED** that Strata Scheme No. 64622 terminate its current agency agreement by the mutual consent of Strata Scheme No. 64622 and Linders Strata Management Pty Limited in accordance with clause 7.2 of the current agency agreement, and

9. NEW AGENCY AGREEMENT: **RESOLVED** pursuant to Part 4 of Chapter 2 of the Strata Schemes Management Act 1996 (“Act”) that Strata Scheme No. 64622:

- Appoint Linders Strata Management Pty Ltd (“Agent”) under the instrument of appointment (Agreement), a copy is attached to the agenda at which this resolution is made.
- Delegate to the Agent all of the functions of:

The Owners Corporation (other than those listed in section 28(3) of the Act); and

Its chairperson, treasurer, secretary and executive committee, necessary to enable the Agent to carry out the ‘agreed services’ and ‘additional services’ as defined in the Agreement;

- That the delegation to the Agent is to be subject to the conditions and limitations in the Agreement;
- That it will execute the Agreement to give effect to this appointment and delegation;
- That two persons, being owners of lots or members of the executive committee, execute the agreement in accordance with Section 238 2(a) of the Act. In the absence of a determination, the secretary and any other member of the executive committee shall execute the Agreement.

That upon execution of the Agreement, the Owners Corporation and the Agent mutually agree that this Agreement supersedes and cancels all previous delegations and instruments of appointment or agreement between the Owners Corporation and the Agent.

Note: the Executive Committee are to discuss and negotiate some aspects of the agreement prior to execution.

10. CHAIRPERSON’S REPORT: **RESOLVED** that the report as provided be accepted.

11. DEFECTS RECTIFICATION: **RESOLVED** that the Owners Corporation agree to proceed with the defects plan recommended by Aurecon based on the updated budget – as *amended* at the meeting:

1	Balustrades and podium glass	\$320K
2	Balcony Doors	\$147K
3	Scaffolding/Prelims	\$271K
4	SW Podium Leaks	\$179K
5	Car Park cracks	\$ 23K
6	Block Cavity Walls	\$130K
7	Planterbox water-proofing	\$ 27K
8	Car Park Louvres (est)	\$ 30K
9	Lift Pressurisation	Nil
10	Window anchor points	Nil
11	Interior tiling	Nil
12	Contingency – 15%	\$169K
13	Aurecon fees	\$ 110K
	TOTAL	\$1406K

12. SWIMMING POOL HEATING DURING WINTER MONTHS:

MOTION WITHDRAWN BY PROPOSER on condition of an amended Motion as Motion '16.1' being Resolved

That the Owners Corporation:

~~Consider on a trial basis not heating the swimming pool from 1 April 2010 to 30 September 2010 taking into consideration the following:~~

- ~~• environmental impact,~~
- ~~• wastage of energy,~~
- ~~• reduction in greenhouse carbon emission~~
- ~~• very low usage levels by residents in the period.~~

Note: this measure does not include the 'spa pool'.

13. SWIMMING POOL HEATING:

MOTION WITHDRAWN BY PROPOSER as the Building Manager is currently investigating the matter and will advise the incoming Executive Committee.

That:

- ~~a. the Owners Corporation resolves to instruct the Executive Committee to investigate the cost and practicability of installing solar heating for the swimming pool and;~~
- ~~b. the incoming Executive Committee are instructed to report back to the owners with costs and options within 90 days of the passing of this resolution.~~

Note:

~~Technological advances that have occurred since this matter was last discussed by the Owners Corporation may mean a self-financing solar heating system, such as installed by a company like Solarability, (www.solarability.com.au) may be a practical and economic possibility, saving us money and seriously reducing this building's carbon footprint.~~

14. CONCIERGE SERVICES AND PROVISION-CONTINUATION OF EXISTING:

MOTION WITHDRAWN BY PROPOSER on condition of an amended Motion as Motion '16.1' being Resolved

~~That the Owners Corporation resolve that the provision of Concierge Services at 'Altair' are continued on a 24 hour basis (as currently exists) until otherwise determined by Owners at an Annual General Meeting'.~~

15. CONCIERGE SERVICES AND PROVISION – AMENDMENT TO EXISTING:

MOTION WITHDRAWN BY PROPOSER on condition of an amended Motion as Motion '16.1' being Resolved

That subject to parts 'b' and 'c' being **RESOLVED**

- ~~a. That the Owners Corporation amend the provision of Concierge Services from 24 hours per day, 7 days per week to the following:~~

Day	Morning	Afternoon	Night
Monday	6.30am to 3pm	3pm to 11.30 pm	Nil
Tuesday	6.30am to 3pm	3pm to 11.30pm	Nil
Wednesday	6.30am to 3pm	3pm to 11.30pm	Nil
Thursday	6.30am to 3pm	3pm to 11.30pm	Nil
Friday	6.30am to 3pm	3pm to 11pm	11pm to 7am
Saturday	7am to 3pm	3pm to 11pm	11pm to 7am
Sunday	Nil	Nil	Nil

and that this provision be made on a trial basis for a trial from 1 April 2010.

AND

That subject to part 'a' being **RESOLVED**:

- ~~b. That this issue of the provision of amended Concierge Services be revisited and re-determined at the 2011 Annual General Meeting and;~~
- ~~c. That the Owners Corporation authorise the Executive Committee to review the issue as required and by resolution in a Committee Meeting be empowered to reverse or revise the provision of services at a time earlier than the 2011 Annual General Meeting.~~

16. LEVEL AND QUALITY OF SERVICES:

MOTION WITHDRAWN BY PROPOSER on condition of an amended Motion as Motion '16.1' being Resolved

Proposed by J Thomson Lot 115:

~~That the Owners Corporation resolves (as supported by Annexure JT/service cuts attached) to instruct the Executive Committee to desist from reducing the level and quality of services in this building and refrain from discussing, canvassing, voting on or enacting any measures that would reduce the quality and extent of services in the building.~~

~~This includes specifically (but is not limited to):~~

- ~~a. Any reduction in night concierge shifts.~~
- ~~b. Any removal of any daytime concierge shifts, including at weekends.~~
- ~~c. Switching off pool heating during the winter.~~
- ~~d. Replacing strata managers on the basis of cost alone.~~
- ~~e. Replacing building managers on the basis of cost alone.~~
- ~~f. Selling off or renting out visitors parking (in contravention of City of Sydney planning regulations).~~
- ~~g. Selling off common property storage to commercial or private concerns.~~

16.1 AMENDED MOTIONS 12, 14, 15 and 16

It was moved and **RESOLVED** to amend Motions 12, 14, 15 and 16 in the following terms – to become one Motion as 16.1:

That the Owners Corporation agrees that any substantive changes to services/and or major suppliers will be determined only in General Meeting.

Upon the Amended Motion becoming the Motion it was

RESOLVED that the Owners Corporation agrees that any substantive changes to services/and or major suppliers will be determined only in General Meeting.

17. ESTIMATES FOR ADMIN & SINKING FUNDS:

Note: TWO Budgets were been prepared for consideration being:
BUDGET "A" AND BUDGET "B"

Following extended discussion to the budgets with particular reference to prior Motions 12, 14, 15 and 16:

On the basis that Motion 16.1 was determined there was further discussion to costings within the budgets.

A Motion to amend the Budgets provided was moved and **RESOLVED** being that the individual costings for services within 'B' be accepted on the basis of Levy income of Budget 'A' ie there will be no cut or amendment to services with no increase in the overall levy paid.

Upon the Amended Proposed Budget being accepted it was:

RESOLVED that 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 **\$1,090,480.00**
- b) contributions to the sinking fund are estimated and determined at **\$200,000.00**
- 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 equal quarterly instalments in advance; and until otherwise determined in a general meeting; the first such instalment to be due on **1 June 2010**; and
- e) these minutes shall serve as a notice to each lot owner of the amount and due date of each instalment of such contributions.

**18. CODE OF CONDUCT-
BARBEQUE USAGE:**

RESOLVED that the following code of conduct be accepted:

CODE OF CONDUCT: BARBEQUE USE

- 1. Bear in mind at all times that using a Barbeque may invite residents to approach you to ask to eliminate smoke and smells. Be considerate of your neighbours at ALL times with regard to Barbeque usage.
- 2. Barbecues must not be used near or below an opening to the elevator landing, to ensure that smoke does not blow onto the landing. Regardless of where they are positioned, they may not cause smoke to go into ventilation inlets on the side of the building.
- 3. Solid fuel barbecues are not permitted under any circumstances.
- 4. Residents must consider their neighbours and keep their barbecues clean to reduce the amount of smoke produced.
- 5. Barbecues must not be cleaned by burning off dirt, grease or food.
- 6. Large six-burner barbecues are not appropriate for this building's balconies and are not permitted.
- 7. Fish or other pungent meats may not be cooked on barbecues unless they are wrapped in foil to prevent unpleasant odours spreading to other apartments. A Teflon sheet has also been recommended to be put down onto the hotplate to eliminate the smoke, and will keep the Barbeque clean. Fabulous!!!
- 8. Barbecues are only permitted up to 9:30 pm on weeknights, and 10pm on Fridays, Saturdays, Sundays and public holidays.
- 9. A Fire Extinguisher (in good working order) must be located close by at all times.
- 10. No more than one (1) gas container may be stored on the balcony of the Lot at any time.
- 11. Gas containers must be kept in good working order and maintained according to Australian Standards.
- 12. Tenants should obtain written permission from their Lot Owner before they install and use a barbecue.

19. THE EXECUTIVE COMMITTEE*:

Nominations were called.

Fifteen (15) nominations were received:

R. Harding (126), R. Beck (127), T. Trollip (94), L. Mylott (100),
C. Modolo (138), J. Anderson (122), D. McKinnon (96), G. Napier (102),
D. Moore (125), S. Palmer (19), M. Byrne (67), K. Thiel-Sirett (93),
S. Schroder (58), J Cunningham (24)

RESOLVED that the number to be elected be nine (9).

A ballot was agreed, called & undertaken.

A Poll was called.

RESOLVED that the following be elected:

R. Harding (126), R. Beck (127), T. Trollip (94), L. Mylott (100),
C. Modolo (138), J. Anderson (122), G. Napier (102), D. Moore (125)

Notes:

The Strata Managing Agent was instructed to retain the ballot papers overnight and calculate the ballot the next day. No party at the meeting raised an objection to this course of action.

The result was provided to the Owners Corporation by way of letter on 23 February 2010.

Ballot papers and the count calculation can be made available to owners in accordance with s108.

20. GENERAL RESTRICTIONS ON EXECUTIVE COMMITTEE:

RESOLVED that the matter of the removal of the Notice Boards in the foyer is to be determined only by the Owners Corporation in general meeting.

21. FINANCIAL RESTRICTIONS ON EXECUTIVE COMMITTEE:

RESOLVED that the Owners Corporation remove the limitation imposed under Section 80A(1) generally or in relation to any particular item or matter.

The meeting closed at 10.05 pm

Annexure 'A'

Strata Plan 64622

Minutes of Annual General Meeting 22 February 2010

Beck ats The Owners Strata Plan 64622: Supreme Court of NSW No 2459 of 2009

- The executive committee is pleased to advise that it has amicably resolved the proceedings with Mr and Mrs Beck regarding the fixing of the balustrades.
- The executive committee is grateful for the cooperation of Mr and Mrs Beck in settling the matter for the sum of \$20,000 in full and final settlement, which it acknowledges to be a significant concession on their actual costs.
- The executive committee appreciates that, having regard to the financial position of the Owners Corporation, Mr and Mrs Beck are not pressing for damages.

The meeting accepted the Statement.



The Owners Strata Plan 64622

Address: *Altair*, 3 Kings Cross Road, Rushcutters Bay

Date 22 February 2010

Time: Following the Annual General Meeting

Location: Holiday Inn, 203 Victoria Street, Potts Point

Minutes of Executive Committee Meeting

Sch 3 cl 9

The meeting was not held as the Executive Committee had not been determined.