

---

## Minutes of Extraordinary General Meeting

---

**PRESENT PERSONALLY:** Latsos (16), Gardener (41), Scott (57), Pressley (68), Gilbert (72), Tonkin (74), Poulden & Emmet (82), Pollard & Clayton (84), Nielsen & Trollip (94 & 142), MacKinnon (96), Napier (102 & 168), Meredith (104), Baxa (121), Anderson (122 & 162), Moore (125), Harding (126 & 161), Toolin (128) and Modolo (138)

**PRESENT BY PROXY:**

To Chair/	De Ravin & Monturerto (9), Ward (18), Palmer (19),
R Harding:	Tennant & McLean (23), Lee & Good (25), Hobson (26), Barbrina Pty Ltd (32), Sweeney (33), Green & Fitzgerald (40), Brener (62), Falzon & Ubilla (63), Fitzgerald (69), Harris (73), Ford & Wilcox (77), Tonkin (85), Roskog (86), Seaman (105), Parkinson (107), Rogan & Smith (108 & 151), Thomson & Williams (115), Beck (127 & 166), Sgambellone (129 & 160), Beck (133), Ferrier (135 & 159), Robins (136 & 156), Beck (139 & 157), Cross (140 & 141)
D Moore:	Hazelton & Archer (65), Byrne (67), Williams & Thomson (114), Malasarda Pty Ltd (123)

**IN ATTENDANCE:** M Jack (rep. 20), D Stanger (Building Manager), J McDonald (Linders)

**CHAIRPERSON:** R Harding chaired the meeting

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

**2. LICENCE AGREEMENT:** Proposed amendments to the Licence agreement were provided to the meeting.

**Discussion** to the amendments.

**RESOLVED** that the Amendments be accepted.

Upon the Amendments being incorporated in the Licence agreement it was

**RESOLVED** pursuant to bylaw 30 that The Owners Strata Plan 64622 enter into a Licence with Barbrina Pty Limited and Birchly Cross Limited as proprietor of Lots 140 & 141 and their lessee Manarest Pty Limited in the form of the Licence Agreement that:

- was Annexed to the Notice of Meeting and;
- incorporates the amendments at **Annexure 'A'** and;
- now forms part of the Minutes of Meeting.

**Further resolved** that the Executive Committee be authorised to negotiate any minor amendments to the Licence Agreement as required.

**3. ADDITION TO  
COMMON  
PROPERTY,  
STOREROOM IN  
THE GARAGE  
AREA &  
ADDITIONAL  
DOORS:**

**SPECIALLY RESOLVED:**

- a. pursuant to **section 65A** of the *Strata Schemes Management Act, 1996* (NSW) for the purpose of improving or enhancing the common property that The Owners – Strata Plan No. 64622 construct a storage room in the garage on level 1.
- b. pursuant to **section 65A** of the *Strata Schemes Management Act, 1996* (NSW) for the purpose of improving or enhancing the common property that The Owners – Strata Plan No. 64622 add doors to the foyer area and garage area.

AND

- c. **RESOLVED** that the Executive Committee be authorised to attend to the works to a budget not exceeding \$40,000.

The meeting closed at 6.40 pm

## **ANNEXURE ‘A’**

### **Amendments to the Licence Agreement:**

#### **Retail lot license.**

*Clauses 8.5 and 8.6 are replaced by:*

**8.5** *The Proprietor and the Lessee acknowledge that Altair is a residential building within a residential precinct and agree that, subject to clause 8.6, at all times they shall not provide amplified or live music in or outside Lots 140 and 141 or the common property the subject of this licence. For the avoidance of doubt, “amplified music” shall include any music played through a radio, stereo or similar device.*

**8.6** *Notwithstanding clause 8.5, the Owners Corporation authorises the Lessee to play ambient background recorded music on a trial basis within Lots 140 and 141 provided that such music cannot be heard from the apartment of any other resident of Altair. The Owners Corporation may revoke the authorisation provided in this clause 8.6 with immediate effect at any time and at its sole discretion by providing written notice to the Lessee.*

**8.7** *Any music and noise levels from Lots 140 and 141 or the common property the subject of this licence shall be monitored by the Executive Committee who shall be the final arbiters of what are and what are not acceptable levels of music and noise.*

*The following clause is added:*

#### **13 WAIVER**

*The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party only affects the particular obligation for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.*