

Strata Schemes Management Act 1996 (NSW)

NOTICE OF EXECUTIVE COMMITTEE MEETING

The Owners – Strata Plan No. 69259
Mondrian Apartments
2-4 Powell Street, Waterloo

DATE, PLACE AND TIME

The meeting will be held on Monday, 30 November 2015
In the offices of Strata Plus
Level 2, 80 Cooper Street, Surry Hills.

The meeting will commence at 6:15pm

AGENDA

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	That pursuant to clause 3(1) of Schedule 3 to the Strata Schemes Management Act, the executive committee receives and accept the appointment of any acting members of the executive committee for the purpose of this and/or any future meetings of the executive committee.
MOTION 2	MINUTES	That the minutes of the last executive committee meeting held on 14 September 2015 be confirmed as a true and accurate account of that meeting.
FINANCIAL MATTERS		
MOTION 3	FINANCIAL STATEMENTS	That the financial statements as presented by Strata Plus Pty Limited for the period ending 31 October 2015 be adopted.
BUILDING MANAGEMENT & MAINTENANCE		
MOTION 4	BUILDING MANAGEMENT	That the executive committee note the change of Building Manager and welcome Gary Stewart.
MOTION 5	BUILDING MANAGERS REPORT	That the executive committee receive the Building Managers Report and determine any appropriate action.
MOTION 6	HOT WATER	That the executive committee receives an update with the proposed Hot Water rectification works report, agrees the scope of works and next step to take.
MOTION 7	POOLS	That the Rules for use of Mondrian Pool be amended to 6:00am – 10:00pm 7 days per week; and that the new hours be trialed for a period of 1 season.
MOTION 8	FIRE DEFECTS	That the executive committee obtain an update from Paul Evans/ Taylors Building Services Pty Ltd in relations to the remedial works to the fire system of the building.

MOTION 9	DEFECT SETTLEMENT	<p>(a) That the executive committee receives an update with regards to the defect settlement discussions between Mondrian representative and Allianz.</p> <p>(b) That an agreement be entered into with Biltbeta to provide a release in respect of defects work carried out in consideration of Biltbeta providing a \$30,000.00 bond to secure any rectification required in respect of work carried out on Mondrian pool.</p>
SUB-COMMITTEE REPORTS		
MOTION 10	SUB-COMMITTEE REPORTS	<p>That the Executive Committee receives updates on the status and progress of the following Sub-Committees and determines any actions to be taken:</p> <p>a) Building Management</p> <p>b) Defects & Fire Compliance</p> <p>c) Energy & Security</p> <p>d) Garden / Landscaping / Pool</p> <p>e) Communications</p> <p>f) By-Laws & Compliance</p>
BY-LAW COMPLIANCE		
MOTION 11	BY-LAW NON-COMPLIANCE	That matters of non-compliance with the by-laws be considered and instructions issued accordingly.
MOTION 12	BY-LAWS – NEW AND REVISED	That the By-Law sub-committee provide a status report on the By-Laws for Short Term Letting and Hard Floors which were not passed by owners at the September AGM.
MOTION 13	LOT 48	That the executive committee receive an update in relations to the Order application lodged by the Owners Corporation SP 69259 regarding non-compliant screens installed within Lot 48.
COMMON SEAL		
MOTION 14	AFFIX COMMON SEAL	That the executive committee confirm the fixing of the Common Seal to the Transfer of Files to Sachs Grace Broome in the matter of the Mondrian HOWI Claim.
NEXT MEETING		
MOTION 15	NEXT MEETING	That the time, date and place for the next executive committee meeting will be held on Monday, 22 February 2016.

Date of this Notice: 16 November 2015

An owner or the nominee of a corporate owner can attend executive committee meetings but cannot address the meeting unless the committee agrees.

Strata Schemes Management Act 1996 (NSW)

MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No. 69259

Mondrian

2-4 Powell Street, WATERLOO NSW 2017

DATE, PLACE AND TIME

The meeting was held on Monday, 14 September 2015

In the offices of Strata Plus Pty Ltd
Level 2, 80 Cooper Street, Surry Hills

PRESENT:

K Clement	Lot 11
M Bradley	Lot 12
D Mogford	Lot 15
M Rodgers	Lot 17
M Prill	Lot 18 & Lot 118
J Pittard & M Zacka	Lot 30
J O'Connor	Lot 31
B Aitken	Lot 32
A Rowe	Lot 34
V Lalwani	Lot 35
T Foster	Lot 42
S Hill	Lot 43
D Krause	Lot 48 & lot 66 & Lot102
C Geddes	Lot 49
A Coyne	Lot 62
S Usai	Lot 64
K Hannan	Lot 75
K Hill	Lot 76
C Tuan	Lot 88
D McElwain	Lot 91
C Peat	Lot 108
R Fox	Lot 111
T Friscic	Lot 112
M Singer	Lot 113
T Haughee	Lot 114
G Suttor	Lot 115
J Hutchinson	Lot 123 & Lot 139
M & J Bradley	Lot 129 & Lot 140
A Cheung	Lot 130
C French	Lot 133

PRESENT BY PROXY:

B Tippach & E Galloway (Lot 20) proxy to Ian Hulme
J Moulieri (Lot 21) proxy to Ian Hulme
T Gabrielsen (Lot 51) proxy to Chris French

M Diessel (Lot 53) proxy to John Hutchinson
M McLennan (Lot 65) proxy to Liana Rigon
L Porter & R Brian (lot 71) proxy to Liana Rigon
R Voon (Lot 90) proxy to Karen Hannan
R Brown (Lot 92) proxy to Karen Hannan
L Porter (Lot 93) proxy to Liana Rigon
C Green & L Porter (Lot 107) proxy to Liana Rigon
P Abadie & E Kaminsky (Lot 120) proxy to John Hutchinson
E Fabbro (Lots 137) proxy to Liana Rigon

IN ATTENDANCE:

G Beresford
Mick Collins
Lutz Rottger
Grant Jardine
Ross Maddock
Adam Singer
Robert Coulter

Strata Plus Pty Ltd
Building Manager
Taylors Building Solutions
Taylors Building Solutions
Laoma International

Those present determined that John Hutchinson chair the meeting.

The chairperson declared a quorum.

The meeting commenced at 6:18pm

MINUTES

CONFIRMATION OF RECORDS		
MOTION 1	MINUTES	RESOLVED that the minutes of the last general meeting of the Owners Corporation held 2 July 2015 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	FINANCIAL STATEMENTS	RESOLVED that the audited Financial Statements for the period ended 30 June 2015 be adopted.
COMMON PROPERTY RISK MANAGEMENT		
MOTION 3	CONFIRMATION OF CURRENT INSURANCES	RESOLVED that the owners corporation's current insurances as detailed in the attached schedule be confirmed. <i>Note: Strata Plus confirms that at the time this premium was paid, no commission or broker fee was received.</i>
MOTION 4	INSURANCE RENEWAL	RESOLVED that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme in accordance with current valuation.
MOTION 5	VALUATION	RESOLVED that in accordance with section 85 of the Act, a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation Last obtained: February 2015 Note: Schedule incorporated in agenda stated 17 December 2012 as the last valuation date not February 2015 as in the motion, this is to be corrected (the motion is correct).

OWNERS CORPORATION GOVERNANCE		
MOTION 6	EXECUTIVE COMMITTEE	<p>RESOLVED that the executive committee be elected.</p> <p>In accordance with Part 5 of the Regulations of the <i>Strata Schemes Management Act 1996</i> the number of nominations received were six (6) and these were:</p> <ol style="list-style-type: none"> 1 Mark Rodgers Lot 17 2 Ian Hulme nominated by D Kraus Lot 48 3 Karen Hannan Lot 75 4 Chris Peat Lot 108 5 John Hutchinson Lot 123 6 Chris French Lot 133 <p>Upon the chairperson declaring that nominations had closed the meeting RESOLVED that the number of executive committee members be determined at six (6) and those candidates nominated were duly elected.</p>
MOTION 7	RESTRICTED MATTERS	<p>It was RESOLVED that the Executive Committee not to exceed the total Administration Fund Budget by more than 10% with approval by the Owners Corporation. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 1996 (NSW)</i> and/or future amendments.</p>
MOTION 8	AUTHORITY TO NEGOTIATE AND FINALISE DEFECTS SETTLEMENT	<p>RESOLVED that The Owners – Strata Plan No. 69259 (the Owners Corporation) resolves to nominate John Hutchinson and Karen Hannan, members of the Executive Committee of the Owners Corporation (the Negotiating Team), to represent the Owners Corporation in a settlement conference with Allianz Australia Insurance (Allianz) and their lawyers, Mills Oakley with a view to settling the Owners Corporation's out of pocket expenses claim (the Claim) arising from the HOW claim with Allianz.</p>
MOTION 9	AUTHORITY TO NEGOTIATE AND FINALISE DEFECTS SETTLEMENT	<p>RESOLVED that the Negotiating Team be given unlimited authority to settle the Claim having regard to:</p> <ol style="list-style-type: none"> a. advice from Makinson d'Apice Lawyers, who will also be in attendance at the settlement conference; and b. what the Negotiating Team considers to be in the best interests of the Owners Corporation.
MOTION 10	AUTHORITY TO NEGOTIATE AND FINALISE DEFECTS SETTLEMENT	<p>RESOLVED that the Negotiating Team be authorised to execute all documents to give effect to the settlement of the Claim reached at the settlement conference.</p>
MOTION 11	AUTHORITY TO NEGOTIATE AND FINALISE DEFECTS SETTLEMENT	<p>RESOLVED that in the event that on the day of settlement the Negotiating Team and Makinson & d'Apice Lawyers reach a decision that the settlement offer from Allianz in respect of the Claim cannot be accepted, the offer will be discussed, considered and decided upon by the Owners Corporation in a subsequent general meeting.</p>

MOTION 12	AUTHORITY TO NEGOTIATE AND FINALISE DEFECTS SETTLEMENT	<p>That in the event that the settlement conference occurs BEFORE the Annual General Meeting set down for 14 September 2015, then the Owners Corporation resolves to endorse and ratify the agreement reached between the Owners Corporation and Allianz at the settlement conference held in September 2015 at which the Owners Corporation was represented by the Negotiating Team and also by its solicitors, Makinson d’Apice Lawyers.</p> <p>MOTION WITHDRAWN</p>																								
FINANCIAL MATTERS																										
MOTION 13	TERM DEPOSIT	RESOLVED That the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.																								
MOTION 14	AUDITOR	RESOLVED that an auditor be appointed for the owners corporation for the financial year ending 30 June 2016.																								
MOTION 15	BUDGET & LEVIES	<p>(a) RESOLVED That the Administrative Fund Budget for the financial year commencing 1 July 2015 be adopted and that levies of \$429,000.00 incl. GST (\$390,000.00plus GST) be determined as detailed in the table below:</p> <p>(b) RESOLVED That the Sinking Fund Budget for the financial year commencing 1 July 2015 be adopted and that levies of \$247,500.00 incl. GST (\$225,000.00 plus GST) for standard levies and \$169,028.20 incl. gst (\$153,662.00 plus GST) for loan repayment be determined as detailed in the table below:</p> <p>(c) RESOLVED That the first levy for the 1 July 2016 financial year be due and payable to the Administrative Fund and Sinking Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><td></td><td>Administrative Fund</td><td>Sinking Fund</td><td>Sink Loan Repayment</td></tr><tr><td>1/07/2015 predetermined</td><td>\$ 123,104.70</td><td>\$ 46,260.58</td><td></td></tr><tr><td>1-Oct-15</td><td>\$ 101,965.10</td><td>\$ 67,079.80</td><td></td></tr><tr><td>1-Jan-16</td><td>\$ 101,965.10</td><td>\$ 67,079.81</td><td>\$ 84,514.10</td></tr><tr><td>1-Apr-16</td><td>\$ 101,965.10</td><td>\$ 67,079.81</td><td>\$ 84,514.10</td></tr><tr><td>Total</td><td>\$ 429,000.00</td><td>\$ 247,500.00</td><td>\$ 169,028.20</td></tr></table> <p>(d) RESOLVED That all contributions be levied by notice from the treasurer of the owners corporation in accordance with section 78 of the <i>Strata Schemes Management Act 1996 (NSW)</i>.</p>		Administrative Fund	Sinking Fund	Sink Loan Repayment	1/07/2015 predetermined	\$ 123,104.70	\$ 46,260.58		1-Oct-15	\$ 101,965.10	\$ 67,079.80		1-Jan-16	\$ 101,965.10	\$ 67,079.81	\$ 84,514.10	1-Apr-16	\$ 101,965.10	\$ 67,079.81	\$ 84,514.10	Total	\$ 429,000.00	\$ 247,500.00	\$ 169,028.20
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		<i>Note; It is proposed that the strata loan repayments will commence from January 2016, therefore the October levy will not include a contribution for this. From January onwards the levies collected will include provision for loan repayments and will be significantly higher being the total of all three rows in the above table rather than just two for October.</i>
MOTION 16	WAIVING INTEREST	<p><i>This motion requires a special resolution.</i></p> <p>That by special resolution pursuant to Section 79(3) of the <i>Strata Schemes Management Act 1996</i>, the Owners Corporation waive the interest due on the late payment of contributions due and payable 1 April 2015 of Lot 90</p> <p style="text-align: right;">Motion proposed by R Voon (Lot 90) MOTION DEFEATED FOR: 0.00 AGAINST: 3189</p>
MOTION 17	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED that the owners corporation authorise:</p> <ul style="list-style-type: none"> (a) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest; and (b) the engagement of Le Page Lawyers and/or counsel for the purposes of proceedings; and (c) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.
MOTION 18	EXPENDITURE V BUDGET	<p>RESOLVED that in accordance with Section 80A of the <i>Strata Schemes Management Act 1996 as amended</i>, the Owners Corporation removes the limitation relating to expenditure in excess of 10% above budget on any item or matter.</p>
BY-LAWS AND COMPLIANCE		
EXISTING AND CURRENT BY-LAWS CAN BE VIEWED OR DOWNLOADED AT WWW.MONDRIANWATERLOO.COM.AU		
MOTION 19		<p>An amendment to the motion as per the agenda was moved by K Clement, owner of Lot 11 that an additional clause be added to the by-law 30.8 that the by-law not be enforced unless greater than three instances of short term letting are recorded in a six month period.</p> <p>On being put to the vote the amendment was carried.</p> <p><i>Upon the amended motion becoming the motion, it was put to a vote;</i></p> <p>The following motion requires a special resolution.</p> <p>That the Owners Corporation specially resolves pursuant to Section 47 of the <i>Strata Schemes Management Act 1996</i> (NSW) to make an additional by-law in the following terms:-</p> <p><u>By-Law 30 – Prohibition against short-term leasing</u></p> <p>30.1. In this by-law:</p> <ul style="list-style-type: none"> (i) Words defined in the <i>Strata Schemes Management Act 1996</i> have the meaning given to them in that Act; and (ii) “Holiday Accommodation” means a lease, sub-lease or a licence to use a Lot for accommodation for a period of less than one month, and includes holiday rental arrangements including through the use of internet sites such as Airbnb, VRBO, Homeaway and the like, where the occupant is to occupy the premises for less than one month.

		<p>30.2. An owner or occupier of a Lot must not permit the use of the Lot for residential purposes by a lessee, tenant or occupier (other than the owner) unless:</p> <ul style="list-style-type: none"> (i) the lessee, tenant or occupier is party to a written tenancy agreement; (ii) the tenancy agreement is for a term of not less than one month; and (iii) the Owners Corporation has been provided by the owner or occupier with: <ul style="list-style-type: none"> (a) the name of the tenant; (b) a telephone number, postal address and email address for the tenant (if the tenant has an email address); (c) the commencement and termination date of the lease; and (d) the name and address of any letting agent in relation to the lease. <p>30.3. An owner or occupier of a Lot shall not use a Lot or allow a Lot to be used as a serviced apartment, for Holiday Accommodation.</p> <p>30.4. An owner or an occupier of a Lot shall not use a Lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the <i>Environmental Planning & Assessment Act 1979</i> (NSW) or under any Act which supersedes or replaces that Act.</p> <p>30.5. An owner or occupier of a Lot shall not advertise that a Lot is available for a purpose proscribed by this by-law.</p> <p>30.6. If the Owners Corporation has reasonable grounds to believe that a Lot is being used for Holiday Accommodation then it may, upon giving 5 days' written notice to the owner or occupier of the Lot, enter the Lot, by its representatives, to ascertain how the Lot is being used.</p> <p>30.7. Owners Corporation may Recover Costs</p> <ul style="list-style-type: none"> (i) The Owner of a Lot shall be liable to reimburse the Owners Corporation for any costs associated with: <ul style="list-style-type: none"> (a) any fine, penalty, or liability incurred by the Owners Corporation in relation to the use of the Lot for Holiday Accommodation; and (b) costs reasonably incurred by the Owners Corporation, including legal costs, of enforcing this by-law against the owner or occupier. (ii) Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%, or such other rate as is provided in the <i>Strata Schemes Management Regulation 2010</i> or any regulation which supersedes that Regulation. (iii) The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts. <p>30.8 that the by-law not be enforced unless greater than three instances of short term letting are recorded in a six month period</p> <p style="text-align: right;">MOTION DEFEATED</p>
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		FOR : 1225.00 UE AGAINST: 1964.00 UE
MOTION 20		<p>That the Owners Corporation specially resolve pursuant to Section 47 of the <i>Strata Schemes Management Act</i> 1996 to repeal the existing by-law 6 and to make an additional by-law 6 in the following terms:-</p> <p><u>By-Law 6 – Floor coverings.</u></p> <p>(i) Definitions:</p> <p>In this by-law, the following definitions and meanings shall apply:</p> <ul style="list-style-type: none"> (i) “Commencement Date” means 14 September 2015; (ii) “Non-Carpet Floor Covering” means a floor covering on the lower boundary of a Lot (other than in a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to, floorboards, parquetry, tiles, cork and marble; (iii) Words defined in the <i>Strata Schemes Management Act</i> 1996 have the meaning given to them in that Act; (iv) “The Mondrian” means the building located at 2-4 Powell Street, Waterloo, New South Wales; (v) “The Preferred Products” means the list of flooring underlay products chosen by the Executive Committee from time to time and made available on the Mondrian website which, if installed correctly, will meet an acceptable sound transmission standard; and (vi) “The Works” means the installation of Non-Carpet Floor Covering entirely within a Lot, and which does not affect the Common Property. <p>(ii) Application of By-Law</p> <ul style="list-style-type: none"> (i) This by-law applies to all Non-Carpet Floor Coverings installed within a Lot, whether installed before or after the Commencement Date. (ii) This by-law does not apply to: <ul style="list-style-type: none"> (a) the installation of any floor coverings which will affect any Common Property, including any floor coverings to be affixed to the Common Property slab by means of glue, adhesive, nails, screws, or other fixings which penetrate the slab, or any removal and replacement of floor coverings which are so affixed to the slab; and (b) any floor coverings in the kitchen, bathroom, laundry, and/or toilet of a Lot. <p>(iii) Conditions for new Non-Carpet Floor Covering</p> <ul style="list-style-type: none"> (i) The Owner of a Lot must submit an application and obtain approval in writing from the Owners Corporation prior to undertaking or commencing the Works, and such approval shall not be withheld provided the application: <ul style="list-style-type: none"> (a) states that one or more of the Preferred Products is to be used underneath any Non-Carpet Floor Covering to be installed, and complies with all the terms and conditions of this by-law; or (b) complies with all the terms and conditions of

		<p>this by-law.</p> <p>(ii) Any application by an Owner or occupier of a Lot for approval to carry out Works must:</p> <ul style="list-style-type: none"> (a) be in the form of the “Application for the Installation of a Non-Carpet Floor”, available on the Mondrian website; (b) include details of the type of underlay and floor covering products to be installed, and if the underlay product to be used is not one of the Preferred Products, be accompanied by certification from an acoustic engineer that the proposed underlay to be installed has been tested in the Mondrian and will comply with the acoustic requirements set out in this by-law; and (c) detail the dates and times during which the Works are proposed to be carried out, means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building while the Works are carried out. <p>(iii) Before starting the Works, the Owner must provide the Owners Corporation with:-</p> <ul style="list-style-type: none"> (a) Evidence of currency for the duration of the Works of Contractors’ All Risks insurance cover to a minimum of \$10,000,000, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works); (b) Evidence that sound insulating underlay is to be installed below the Non-Carpet Floor Covering so that sound transmission readings measured in adjacent Lots, do not exceed LnTw of 50 decibels; (c) payment of a refundable damages bond, of an amount to be determined by Executive Committee from time to time; (d) a minimum of 14 days’ notice to the Building Manager and all adjoining Lots, both horizontally and vertically, of the date on which the Works will commence. (iv) In installing the Works, the Owner must engage a licensed contractor to carry out the Works, and must by himself, his agents, servants and contractors: <ul style="list-style-type: none"> (a) protect all areas of the Common Property from damage; (b) use best-quality and appropriate materials, in a proper and skilful manner; (c) comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer’s specifications; (d) not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles or debris; (e) only perform the Works between the hours of 7:30 am and 5:00 pm from Monday to Friday and 8:00 am to 2:00 pm on Saturday (excluding public holidays); (f) comply with the terms of any approval given
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		<p>by the Owners Corporation under this by-law;</p> <ul style="list-style-type: none"> (g) remove all tools, building materials and debris from the Common Property at the end of each day during the course of the Works; (h) clean all dirt, dust and debris from Common Property at the conclusion of the Works; (i) maintain all fire proofing to the original specification or higher; (j) not disturb the peaceful enjoyment of the Owner or occupier of another Lot; (k) promptly remove all debris resulting from Works; and (l) comply with Mondrian Rules governing carrying out of the Works. <p>(iv) Noise</p> <p>Testing has identified that a weighted impact sound level reading (LnTw) of 50 decibels can be achieved in the Mondrian, provided that an underlay product appropriate to the type of flooring is utilised and installation is carried out in strict accordance with the manufacturer's instructions. The Executive Committee's Preferred Products is a list of underlay products which should provide a weighted impact sound level reading (LnTw) of 50 decibels or less, and is intended to be used to guide owners when installing any Non-Carpet Floor Covering.</p> <ul style="list-style-type: none"> (i) When installing Non-Carpet Floor Covering, an Owner must ensure that the sound insulation achieves an AAAC 4 star rating (or LnTw reading less than or equal to 50 decibels) when installed. (ii) Following the completion of the Works, in the event that the Owners Corporation receives a written noise complaint from another Owner, the Owners Corporation may request the Owner to provide it with a report from a qualified acoustic engineer certifying that the weighted impact sound level reading (LnTw) of the installed Non-Carpet Floor Covering, that is the subject of the complaint, is 50 decibels or less. The Owner must provide the Owners Corporation with such certification, at his or her own expense. (iii) In the event that the Owner is unable to obtain certification as outlined in clause 6.4(ii) above, within 28 days of receiving a written request from the Owners Corporation to do so, they must undertake any necessary rectification works to achieve this standard (and provide evidence to the Owners Corporation that this has been achieved), or restore to a carpeted floor, at his or her own expense. (iv) The Owners Corporation will not be liable in the event that the Owner installs a Preferred Product in carrying out the Works in accordance with this by-law, and after the completion of the Works it is found that the Non-Carpet Floor Covering does not achieve a weighted impact sound level reading (LnTw) of 50 decibels or less. (v) Conditions for Existing Non-Carpet Floor Coverings (i) An Owner may retain a Non-Carpet Floor Covering in
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		<p>that Owner's Lot that was installed before the Commencement Date on condition that the Owner:</p> <ul style="list-style-type: none"> (a) Had previously obtained the permission of the Owners Corporation to install the Non-Carpet Floor Covering and had complied with any conditions specified in that approval; or (b) Notifies the Owners Corporation that a Non-Carpet Floor Covering has been installed in the Owner's Lot, and within 28 days of receiving written notice from the Owners Corporation requiring the Owner to do so, provides it with a report from a qualified acoustic engineer certifying that the weighted impact sound level reading (LnTw) of the installed Non-Carpet Floor Covering is 50 decibels or less, at his or her own expense. <p>(vi) In the event that the Owner is unable to obtain certification as outlined in clause 6.5(ii) above, within 28 days of receiving a written request from the Owners Corporation to do so, they must undertake any necessary rectification works to achieve this standard (and provide evidence to the Owners Corporation that this has been achieved), or restore to a carpeted floor, at his or her own expense.</p> <p>(vii) Bond</p> <p>(viii) If an Owner, either by himself, his agent, servant, employee or contractor, causes damage to any part of the Common Property, or the property of another Owner or occupier, in the course of the Works, the Owners Corporation shall be entitled to recover from that Owner, the costs incurred to repair that damage, which shall not be limited to the amount of the bond.</p> <p>(ix) The Owners Corporation must pay any residue of the bond to the Owner, within 7 days of the Building Manager being provided access to the Lot to ensure that no damage has been caused to the Common Property and that the Works have been carried out in accordance with the approved application, subject to clause 6.6(iii) below.</p> <p>(x) The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any damage caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.</p> <p>(xi) Maintenance</p> <p>The Owner must maintain the additions installed in the course of the Works in a state of good and serviceable repair, and must renew or replace them when necessary.</p> <p>(xii) Damage</p> <p>The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme.</p>
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		<p>(xiii) Indemnity</p> <p>The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works or the installation, use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the Works.</p> <p>(xiv) Owners Corporation may do Work and Recover Costs</p> <p>(xv) If the Owner fails to carry out any of his obligations under this by-law after being requested in writing to do so by the Owners Corporation, the Owners Corporation is entitled to enter upon any part of the parcel to carry out the work and recover the cost from the Owner, or any person whom, after the work is carried out, becomes the Owner of the Lot.</p> <p>(ii) Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%, or such other rate as is provided in the <i>Strata Schemes Management Regulation 2010</i> or any regulation which supersedes that Regulation.</p> <p>(xvi) The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.</p> <p style="text-align: right;">MOTION DEFEATED FOR: 2018.00 UE AGAINST: 943.00 UE</p>
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 8:40pm.</p>

Strata Schemes Management Act 1996 (NSW)

MINUTES OF EXECUTIVE COMMITTEE MEETING

The Owners – Strata Plan No. 69259

Mondrian

2-4 Powell Street, WATERLOO NSW 2017

DATE, PLACE AND TIME

The meeting was held immediately following the Annual General Meeting on
Monday, 14 September 2015.

PRESENT:	Mark Rodgers	Lot 17
	Ian Hulme nominated by D Kraus	Lot 48
	Karen Hannan	Lot 75
	Chris Peat	Lot 108
	John Hutchinson	Lot 123
	Chris French	Lot 133

IN ATTENDANCE:	G Beresford	Strata Plus Pty Ltd
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CHAIRPERSON:	John Hutchinson
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MINUTES

STATUTORY MATTERS		
MOTION 1	MINUTES	RESOLVED that the minutes of the executive committee meeting held 19 August 2015 be confirmed as a true record of the proceedings at that meeting.
OFFICE BEARERS		
MOTION 2	OFFICE BEARERS	RESOLVED that the following office bearers be appointed. Chairperson: John Hutchinson Secretary: Karen Hannan Treasurer: John Hutchinson

MOTION 3	ACTING MEMBERS	<p>RESOLVED that pursuant to clause 3, Schedule 3 of the Strata Schemes Management Act, the executive committee receive and accept the appointment of any acting members of the executive committee for the purpose of the any future committee meeting up to the next AGM. Members appointed are as follows;</p> <ol style="list-style-type: none"> 1. J Hutchinson by M Rodgers 2. K Hannan by C Peat 3. C French by K Hannan 4. C Peat by K Hannan 5. I Hulme by L Rigon 6. M Rodgers by J Hutchinson
BY-LAW COMPLIANCE		
MOTION 4	BY-LAW NON-COMPLIANCE	That matters of non-compliance with the by-laws be considered and instructions issued accordingly.
MOTION 5	APPLICATIONS	<p>RESOLVED That the Executive Committee resolve upon the following applications from owners:</p> <p>Lot 129 (Apt 424) – application for Non-Carpet Flooring. Resolve that the Executive Committee grants formal approval for the installation, compliant with By-Law 6.</p>
WH&S COMPLIANCE		
MOTION 6	WH&S REPORT	<p>That the Owners Corporation acknowledge the Work Health and Safety Act 2011 and Regulations and RESOLVE to:</p> <ol style="list-style-type: none"> (a) As required, consult, confer, allow inspections and provide assistance (and/or documents) on any matter so far as is reasonably practicable, on work health and safety matters under the Work Health and Safety Act 2011 and Regulations with its agents, employees or contractors or any health and safety representative for its agents, employees or contractors, (b) As required, prepare and maintain any register or document reasonably required (including an asbestos register if so required) under the Work Health and Safety Act and Regulations and make such register or document available to its agents, employees or contractors or any health and safety representative for its agents, employees or contractors. (c) Engage Solutions IE to carry out a Safety Report as the preliminary process in compliance with the Work Health and Safety Act 2011. <p style="text-align: right;">MOTION DEFEATED</p>
NEXT MEETING		
MOTION 7	NEXT MEETING	RESOLVED That the time, date and place for the next Executive Committee meeting be determined when required.
CLOSURE		There being no further business the chairperson declared the meeting closed at 9:02pm.