



Dynamic Property Services Pty Ltd

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MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF COMMUNITY ASSOCIATION DP NO. 270427 HELD ON THURSDAY 13 DECEMBER 2012 IN THE COTTAGE HALL, CORNER OF EWING AND PINE AVENUES, PRINCE HENRY ESTATE, LITTLE BAY COMMENCING AT 6.00PM.

PRESENT:

G Kaczkowski (Lot 122)
J Owers (Lot 124)
B Swift (Lot 126)

PRESENT BY PROXY:

Lot 5 (DP 285909) proxy to S Graham
Lot 6 (SP 80510) proxy to K Barker
Lot 7 (SP 79613) proxy to P Bannister
Lot 13 (SP 84782) proxy to M Psomas
Lot 30 (SP 86078) proxy to J Giarratano
Lot 36 (DP 285944) proxy to M McIntosh
Lot 51 (SP 86015) proxy to A Carruthers (unfinancial)
Lot 75 (DP 286017) proxy to A Connoley
Lot 79 (SP 78510) proxy to A Budnik
Lot 82 (SP 81878) proxy to H Sedgman

APOLOGIES:

Chris Davison

IN ATTENDANCE:

D Gordon, L Williams (left at 7.13pm), N Djurovic, D Gordon, L Barth, P Carruthers, S Russo, B Cucitta, H Nilsen, S Marshall, G Marshall, A Body, D Burgess, A Weynton and H Wells (Dynamic Property Services)

CHAIRPERSON:

Ken Barker (by invitation)

1. MINUTES:

RESOLVED that the minutes of the last annual general meeting of the community association held on 15 December 2011 be confirmed as a true record and account of the proceedings at that meeting.

2. FINANCIAL STATEMENTS:

RESOLVED that the audited financial statements for the period ended 31 December 2011 and supplementary unaudited financial statements for the period ended 31 October 2012 be adopted.

3. BUDGET:

RESOLVED that the statement of estimated receipts and payments for the administrative and sinking funds ("budget") presented by Dynamic Property Services Pty Ltd be adopted.

4. CONTRIBUTIONS:

(a) **RESOLVED** that contributions be determined in accordance with Section 20(3) and Clause 13 of schedule 1 of the Community Land Management Act 1989 for the twelve month period from 1 January 2013:

(i) to the administrative fund for the sum of \$53,000 plus GST; and

(ii) to the sinking fund for the sum of \$20,000 plus GST.

(b) **RESOLVED** that contributions be paid in 4 unequal instalments as shown below:-

ADMINISTRATIVE FUND

Instalment	Due date	Administrative	GST	Total
1 (already invoiced)	01 January 2013	\$25,000.00	\$2,500.00	\$27,500.00
2	01 April 2013	\$9,333.33	\$933.33	\$10,266.66
3	01 July 2013	\$9,333.34	\$933.33	\$10,266.67
4	01 October 2013	\$9,333.34	\$933.33	\$10,266.67
TOTALS		\$53,000.00	\$5,300.00	\$58,300.00

SINKING FUND

Instalment	Due date	Sinking	GST	Total
1 (already invoiced)	01 January 2013	\$5,000.00	\$500.00	\$5,500.00
2	01 April 2013	\$5,000.00	\$500.00	\$5,500.00
3	01 July 2013	\$5,000.00	\$500.00	\$5,500.00
4	01 October 2013	\$5,000.00	\$500.00	\$5,500.00
TOTALS		\$20,000.00	\$2,000.00	\$22,000.00

(c) **RESOLVED** that the levy instalment due 1 January 2014 for \$13,250 plus GST (Total \$14,575) to the Administrative Fund and \$5,000 plus GST (Total \$5,500) to the Sinking Fund be payable quarterly until redetermined.

(d) **RESOLVED** that both contributions be levied by notice from the treasurer of the community association in accordance with section 20(1) of the Community Land Management Act 1989.

5. AUDITOR:

RESOLVED that an auditor be appointed by the community association for the financial year ending 31 December 2013.

RESOLVED that Thomas Davis & Co, Chartered Accountants, of 68 Pitt Street, Sydney be appointed as auditors for the community association.

6. INSURANCES:

(a) **RESOLVED** that the community association insurances be confirmed.

INSURANCE CO.	TYPE OF POLICY	POLICY NO	COVER	DUE DATE
Corporate Home	Community Property	NT204526	\$169,400	31.03.13
Unit Underwriting	Contents	NT204526	\$1,694	31.03.13
Agencies P/L	Liability to Others	NT204526	\$30,000,000	31.03.13
	Voluntary Workers	NT204526	\$200000/20 00	31.03.13
	Fidelity Guarantee	NT204526	\$100,000	31.03.13
	Office Bearers Liability	NT204526	\$10,000,000	31.03.13
	Catastrophe	NT204526	\$25,410	31.03.13
	Rent/Temp Accommodation	NT204526	\$3,812	31.03.13
	Government Audit Costs	NT204526	\$25,000	31.03.13
	Appeal Expenses	NT204526	\$100,000	31.03.13
	Legal Defence Expenses	NT204526	\$50,000	31.03.13

Date on which premiums last paid: 27 March 2012.

Dynamic Property Services confirms that, at the time this premium was paid, a commission or broker fee rebate of \$227.36 (excludes GST) was received. This figure has been taken into account when negotiating the management fee for your association.

- (b) **RESOLVED** that the association property be revalued for insurance purposes with the last valuation being undertaken on 31 January 2012 and the next valuation being due January 2013.

7. EXECUTIVE COMMITTEE:

- (a) The following members were nominated as candidates for election to the executive committee

Nominee	Nominee's Lot	Nominated By Lot	Method Of Nomination	Method Of Acceptance
Susan Graham	5	nominated by lot 5	Written	Verbal
Ken Barker	6	nominated by lot 6	Written	Verbal
Phillip Bannister	7	nominated by lot 7	Written	Verbal
Quoc Hoang	11	nominated by lot 11	Written	Written
Nada Djurovic	13	nominated by lot 13	Written	Verbal
Chris Davison	36	nominated by lot 36	Written	Written
Avril Connoley	75	nominated by lot 75	Written	Verbal
Allison Budnik	79	nominated by lot 79	Written	Verbal
Holly Sedgman	82	nominated by lot 82	Written	Verbal

- (b) **RESOLVED** that the number of Executive Committee members be set at nine and those elected for the ensuing year were:

Susan Graham	Chris Davison
Ken Barker	Avril Connoley
Phillip Bannister	Allison Budnik
Quoc Hoang	Holly Sedgman
Nada Djurovic	

8. BY-LAW 1.15 MAINTENANCE OF RESIDENTIAL LOTS:

For: 46883 UE	Against: Nil	Unanimously Carried
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UNANIMOUSLY RESOLVED that the Community Association pursuant to section 14 of the *Community Land Management Act 1989* that the community management statement be amended by revoking By-Law 1.15 – Maintenance of Residential Lots and making a new by-law in the following terms:

By-Law 1.15 – Maintenance of Lots, Neighbourhood Property and Common Property

- (a) The proprietor or occupier of a community development lot or neighbourhood lot that is used for a residential purpose must ensure that the exterior of the building on the lot is kept clean and is properly and regularly maintained in a good and serviceable condition.
- (b) The proprietor or occupier of a community development lot, neighbourhood lot or strata lot must ensure that any landscaping on the lot including any grass verges, lawns, plants, shrubs and trees is properly and regularly maintained and kept clean, neat and tidy.
- (c) A neighbourhood association or strata corporation must ensure that any landscaping on neighbourhood property or common property respectively including grass verges, lawns, plants, shrubs and trees is properly and regularly maintained and kept clean, neat and tidy.
- (d) All cleaning and maintenance to buildings and landscaping that is required pursuant to this by-law must be carried out in a proper and workmanlike manner, and to the reasonable satisfaction of the Community Association.
- (e) In the event that a proprietor, occupier, neighbourhood association or strata corporation breaches this by-law the Community Association may serve on the proprietor, occupier, neighbourhood association or strata corporation concerned a notice to comply with a specified provision of this by-law within a period specified in the notice.
- (f) In the event that a proprietor, occupier, neighbourhood association or strata corporation does not comply with a notice given by the Community Association pursuant to this by-law then the Community Association may (without limiting its rights or remedies):
 - (i) remedy the breach of this by-law which is the subject of the notice;
 - (ii) enter on any part of the community parcel, by its agents, employees or contractors, in accordance with the *Community Land Management Act 1989*, for the purpose of remedying that breach; and
 - (iii) recover as a debt due from the proprietor, occupier, neighbourhood association or strata corporation concerned the costs of remedying the breach and the expenses of the Community Association in recovering those costs.
- (g) This by-law does not apply to any land within the community parcel that is subject to a Deed of Care and Maintenance or any easements, covenants or restrictions concerning the care or maintenance of landscaping areas. This by-law also does not apply to any land forming part of the golf course.
- (h) In the event of any inconsistency between the terms of this by-law and the provisions of any other by-law in the community management statement, the terms of this by-law prevail to the extent of that inconsistency.

9. ALTERNATIVE MOTION TO AMEND BY-LAW 1.15 – MAINTENANCE OF RESIDENTIAL LOTS:

Motion 19 was withdrawn

On the condition that the previous motion is not carried, that the Community Association pursuant to section 14 of the Community Land Management Act 1989 that the community management statement be amended by making a new by-law in the following terms (to be added to Part 4 of the management statement):

By-Law 19A – Maintenance of Lots, Neighbourhood Property and Common Property

- (a) *The proprietor or occupier of a community development lot or neighbourhood lot that is used for a residential purpose must ensure that the exterior of the building on the lot is kept clean and is properly and regularly maintained in a good and serviceable condition.*

- (b) *The proprietor or occupier of a community development lot, neighbourhood lot or strata lot must ensure that any landscaping on the lot including any grass verges, lawns, plants, shrubs and trees is properly and regularly maintained and kept clean, neat and tidy.*
- (c) *A neighbourhood association or strata corporation must ensure that any landscaping on neighbourhood property or common property respectively including grass verges, lawns, plants, shrubs and trees is properly and regularly maintained and kept clean, neat and tidy.*
- (d) *All cleaning and maintenance to buildings and landscaping that is required pursuant to this by-law must be carried out in a proper and workmanlike manner, and to the reasonable satisfaction of the Community Association.*
- (e) *In the event that a proprietor, occupier, neighbourhood association or strata corporation breaches this by-law the Community Association may serve on the proprietor, occupier, neighbourhood association or strata corporation concerned a notice to comply with a specified provision of this by-law within a period specified in the notice.*
- (f) *In the event that a proprietor, occupier, neighbourhood association or strata corporation does not comply with a notice given by the Community Association pursuant to this by-law then the Community Association may (without limiting its rights or remedies):*
 - (i) *remedy the breach of this by-law which is the subject of the notice;*
 - (ii) *enter on any part of the community parcel, by its agents, employees or contractors, in accordance with the Community Land Management Act 1989, for the purpose of remedying that breach; and*
 - (iii) *recover as a debt due from the proprietor, occupier, neighbourhood association or strata corporation concerned the costs of remedying the breach and the expenses of the Community Association in recovering those costs.*
- (g) *This by-law does not apply to any land within the community parcel that is subject to a Deed of Care and Maintenance or any easements, covenants or restrictions concerning the care or maintenance of landscaping areas. This by-law also does not apply to any land forming part of the golf course.*
- (h) *In the event of any inconsistency between the terms of this by-law and the provisions of any other by-law in the community management statement, the terms of this by-law prevail to the extent of that inconsistency.*

10. REGISTRATION OF AMENDMENTS TO THE CMS:

RESOLVED that the Community Association DP270427 authorises and instructs its managing agent to do everything reasonably necessary to give effect to the Amendment of Management Statement passed in the motions above including but not limited to affixing the common seal of the Community Association pursuant to section 8 of the Community Land Management Act 1989 to the Land and Property Information Approved Forms.

11. NEXT MEETING:

RESOLVED that next year's annual general meeting be set for **10 December 2013**.

A vote of thanks was given to the Executive Committee and to those that retired (Joseph Khouri, Caroline Mackley and Karen Williams).

CLOSURE:

The meeting was declared closed by the chairperson at 7.30pm.

CHAIRPERSON

DATE

*These minutes have been posted on the Dynamic website **www.dynamicproperty.com.au**. To access these minutes your username is **270427** and password is **princehenry**.*

Reference to a Section or Clause

In these minutes, a reference to a section or clause means that section or clause in the Community Land Management Act 1989 unless otherwise stated and a reference to a Regulation means that Regulation in the Community Land Management Regulation 2007.