


Statutory Declaration
OATHS ACT 1900, NSW, EIGHTH SCHEDULE

I, Peter Bone, of Level 2, 51 Rawson Street, Epping in the State of New South Wales, Strata Managing Agent, do hereby solemnly and sincerely declare that:

1. I am employed by Body Corporate Management Services Pty Limited trading as Raine & Horne Strata - Sydney which is the strata managing agent of the respondent, The Owners – Strata Plan No. 52948 (“owners corporation”).
2. I am the person at Raine & Horne Strata - Sydney presently responsible for the day to day strata title management of the owners corporation. Annexed hereto and marked “A” is a copy of the current strata management agreement between the owners corporation and Raine & Horne Strata – Sydney dated 26 May 1999.
3. Annexed hereto and marked “B” are copies of:
 - (a) an email from Adrian Mueller of J S Mueller & Co Solicitors to Paul Banoob (the branch manager of Raine & Horne Strata – Sydney) dated 5 July 2012 and a letter from JS Mueller & Co Solicitors to the owners corporation dated 2 July 2012 attached to that email;
 - (b) an email from Paul Banoob to Gary Webb of Raine & Horne Strata - Sydney dated 5 July 2012;
 - (c) an email from Gary Webb to the members of the executive committee of the owners corporation dated 6 July 2012;
 - (d) an email from the chairperson of the executive committee, [redacted], to Gary Webb and the members of the executive committee dated 6 July 2012; and
 - (e) an email from [redacted] to Gary Webb, Paul Banoob and members of the executive committee dated 9 July 2012.




4. Annexed hereto and marked "C" is a copy of the minutes of an emergency meeting of the executive committee of the owners corporation held on 9 July 2012.
5. On 16 July 2012 I received by email from Adrian Mueller of JS Mueller & Co Solicitors a document headed "Standard Costs Agreement". Annexed hereto and marked "D" is a copy of Mr Mueller's email to me dated 16 July 2012 and a copy of the Standard Costs Agreement attached to that email also dated 16 July 2012.
6. On 25 July 2012 the Standard Costs Agreement was signed by Gary Webb on behalf of the owners corporation. I know Gary Webb personally. He is employed by Raine & Horne Strata - Sydney. Mr Webb was the person at Raine & Horne Strata Sydney who throughout July 2012 was the person responsible for the day to day strata title management of the owners corporation. I have seen Mr Webb sign documents previously and I recognise the signature on the costs agreement as his signature.
7. On 25 July 2012 I emailed to Adrian Mueller a copy of the Standard Costs Agreement signed by Gary Webb. Annexed hereto and marked "E" is a copy of my email to Mr Mueller dated 25 July 2012 and a copy of the Standard Costs Agreement signed by Gary Webb attached to my email.
8. On 22 August 2012 the executive committee of the owners corporation held a meeting which I attended. At the meeting there was discussion concerning the appeal lodged by [redacted] in the Consumer, Trader and Tenancy Tribunal (File No. SCS 12/32675) ("CTTT appeal"). Annexed hereto and marked "F" is a copy of the notice and the minutes of that meeting. The discussion concerning the CTTT appeal is recorded in item 3(9) of the meeting minutes.
9. The executive committee of the owners corporation next held meetings on 5 December 2012 and 20 February 2013 which I attended. At each meeting there was discussion concerning the CTTT appeal. Annexed hereto and



marked "G" are copies of the minutes of these meetings. The discussion concerning the CTTT appeal is recorded in items 3 and 6, and motion 7, of the meeting minutes respectively.

10. On 28 March 2013 the executive committee of the owners corporation made a decision by written vote of a majority of members of the executive committee. Annexed hereto and marked "H" is a copy of the minutes of that decision. The motion that appears in the minutes as having been defeated records the decision of the executive committee not to elect a representative to attend a mediation requested by the owner of lot 158, That motion does not, and was not intended to, concern the CTTT appeal.
11. Annexed hereto and marked "I" is a copy of a notice dated 16 April 2013 of a meeting of the executive committee of the owners corporation scheduled for 26 April 2013.
12. By 19 April 2013 I had received from a majority of members of the executive committee voting papers approving in writing the motions in the notice of the executive committee meeting. Annexed hereto and marked "J" are copies of those voting papers. Annexed hereto and marked "K" is a copy of the minutes of resolutions of the executive committee passed by written vote of executive committee members on 19 April 2013.
13. When I need to serve notice of an executive committee meeting, I prepare the meeting notice and then email or have one of the administrative staff in my office email the notice to the email address given by each executive committee member to the owners corporation. I usually email the meeting notice, or ensure that the administrative staff member emails the notice, on the same day I prepare the notice.
14. I then generate a task on the computer system of Raine & Horne Strata – Sydney to require the meeting notice to be mailed out to all owners. The task is sent to administrative staff at Raine & Horne Strata – Sydney's head office who have the facilities to handle bulk mail outs. I understand from my dealings



with the administrative staff at head office that they then follow the procedure outlined in the next paragraph.


15. The administrative staff print out a copy of the meeting notice I have prepared for each owner. The administrative staff then place a meeting notice for each owner into a stamped envelope bearing the relevant owner's name and address for service of notices as recorded in the strata roll. The administrative staff then place each such envelope in the nearest post box. Once this is done, the administrative staff make an entry in the computer system to record that the task allocated to them has been completed.
16. I believe the procedure explained in paragraphs 13-15 above has been followed for each executive committee meeting of the owners corporation that has been held since I became responsible for the day to day strata title management of the owners corporation in August 2012.
17. On 16 April 2013 I followed the procedure described above and prepared and had a member of the administrative staff in my office, Debbie Downes, email to each executive committee member the notice for the executive committee meeting scheduled for 26 April 2013. Annexed hereto and marked "L" is a copy of the email from Ms Downes to the executive committee members dated 16 April 2013 and the documents attached to that email. Annexed hereto and marked "M" is a print off from the computer system of Raine & Horne Strata – Sydney for 16 April 2013 concerning the task for the head office administrative staff to mail out the notice of that executive committee meeting. The print off records that the task was generated and closed on 16 April 2013 meaning the task was completed on that date.
18. From my own personal knowledge, specifically based on the discussions that occurred at the executive committee meetings held on 22 August 2012, 5 December 2012 and 20 February 2013, I am aware that the executive committee has been acutely aware that Adrian Mueller of J S Mueller & Co Solicitors has represented the owners corporation in the CTTT appeal. The executive committee has repeatedly either directly, or through me, given Mr



Mueller instructions concerning the conduct of the CTTT appeal including the owners corporation's application for Mr [redacted] to pay its costs of the appeal.

and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*.

Declared at: Epping on ¹⁹~~22~~ April 2013


cur.

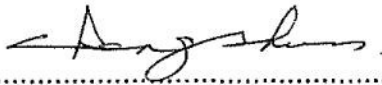

.....
[signature of Peter Bone]

in the presence of an authorised witness, who states:

I, SHUN CHENG, a Solicitor
[name of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: [**please cross out any text that does not apply*]

- 1. I saw the face of the person.
- 2. ~~I have known the person for at least 12 months.~~ OR* I have confirmed the person's identity using an identification document and the document I relied on was ... DL: 7999 DB
[describe identification document relied on]


.....
(signature of authorised witness)

19/04/2013
.....
[date]

"A"

This is the annexure marked "A" referred to in the statutory declaration of Peter Bone declared at Epping on 19 April 2013 before me:

6

Shun Cheng
Solicitor SHUN CHENG

AGENCY AGREEMENT NUMBER: 2671

ISTM

APPOINTMENT OF A STRATA MANAGER

Institute of Strata Title Management Ltd

Institute of Strata Title Management Ltd

Strata Schemes Management Act 1996 & Property Stock & Business Agents Act 1941

AGREEMENT DATE	26 May 1999
BETWEEN	
THE OWNERS - STRATA PLAN NO. 52948	
(Address)	1-15 Fontenoy Road, North Ryde NSW 2113
AND	
	(Strata Manager)
Body Corporate Management Services Pty Ltd T/A Raine & Horne Strata - Sydney	
(Address)	54 Beecroft Road, Epping NSW 2121
License No. 151141	

This agreement comprises:

- | | |
|-------------------------|-------------------------|
| 1. This Sheet | 4. Schedule of Services |
| 2. Fee Agreement | 5. Schedule of Charges |
| 3. Terms and Conditions | |

Member of the Institute of Strata Title Management: The Strata Manager is entitled to use this agreement as a member of the Institute of Strata Title Management.

Professional Indemnity: The Strata Manager holds professional indemnity insurance with the insurer nominated below and will maintain that or comparable insurance while the agreement is in force.

Insurer: HIH Winterthur Insurance

This agreement has been designed to protect the interests of both the Owners Corporation and the Strata Manager. Its use is approved and recommended by Institute of Strata Title Management Ltd (CAN 001 767 997) which is the owner of the copyright.

Acknowledgment by Owners Corporation of attachment to Agency Agreement Number: 2671

Signed.....*W. C. ...*.....

STRATA MANAGEMENT AGREEMENT
Fee Agreement

STRATA PLAN NUMBER:

TERM: One YEARS COMMENCING ON _____
After the term, successive periods each equal to the term, until termination of the agreement.

MANAGEMENT FEE: \$18,700 FIRST YEAR

THE FEE HAS BEEN NEGOTIATED BETWEEN THE PARTIES TO THIS AGREEMENT

MANAGEMENT FEE TO BE PAID QUARTERLY IN ARREARS
Fees and charges will be paid to the Strata Manager in accordance with clause 4 and 5.

If any new tax, charge or impost is payable in respect of the services provided under this agreement, the Owners Corporation must pay the Strata Manager that tax, charge or impost.

REVIEW DATE FOR FEES AND CHARGES:
Each anniversary of the date of this agreement or Each Annual General Meeting

EXECUTED AS AN AGREEMENT

THE COMMON SEAL OF THE OWNERS - STRATA PLAN NO. _____
presence of the following on 16.06.99. (Date)

was affixed in the

Print Name: KEITH JONES



and

Print Name: MAUREEN McDONALD

being the persons authorised by Section 238
of the Act to attest the affixing of the seal.

Signature: [Signature]

Signature: [Signature]

SIGNED FOR AND ON BEHALF
OF THE STRATA MANAGER

Signed [Signature]



Serviced of Copy of Agreement
The Owners Corporation acknowledges receipt of
a copy of this agreement within 48 hours of execution
by the Owners Corporation .

Signed [Signature]

Acknowledgment by Owners Corporation of attachment to Agency Agreement Number: 2671

Signed [Signature]

*Terms and Conditions***1. APPOINTMENT OF STRATA MANAGER**

The Owners Corporation appoints the Strata Manager under Section 26 of the Act to be its Strata Managing Agent, as defined in the Agents Act.

2. DELEGATION OF OWNERS CORPORATION FUNCTIONS TO STRATA MANAGER.

2.1 The functions of the Owners Corporation, its Executive Committee and its chairperson, secretary and treasurer are delegated to the Strata Manager.

2.2 This delegation does not allow the Strata Manager:

- (a) to make a delegation under section 28 of the Act;
- (b) to make a decision that is required to be decided by the Owners Corporation;
- (c) to make a determination relating to the levying or payment of contributions.

3. FUNCTIONS OF STRATA MANAGER

3.1 The Strata Manager will do the things specified in the Schedule of Services as included, with the frequency specified in that Schedule.

3.2 The Strata Manager may also do other functions for the proper management of the scheme, subject to any directions of the Owners Corporation.

4. FEES AND CHARGES

4.1 For the functions referred to in Clause 3.1, the Owners Corporation will pay the Strata Manager:-

- (a) The Management Fee, according to the Fee Agreement
- (b) The amount due for any Administrative Services performed, according to the Schedule of Charges

4.2 For the functions referred to in Clause 3.2, the Owners Corporation will pay the Strata Manager according to the Schedule of Charges.

4.3 The Owners Corporation will pay amounts due according to the Schedule of Charges within one month of receipt of a written statement setting out the amount claimed and the services performed for which payment is claimed.

4.4 The amount payable by the Owners Corporation under clause 4.1 or 4.2 may be varied from time to time in accordance with clause 5.

4.5 The Owners Corporation will pay to the Strata Manager an additional amount equal to the amount received by the Owners Corporation in respect of requests under Sections 108 and 109 of the Act. The amount must be paid to the Strata Manager when the payment is received by the Owners Corporation.

5. CHANGES TO FEES AND CHARGES

5.1 On a Review Date, the amount payable by the Owners Corporation under Clauses 4.1 or 4.2 is, for the next year:-

(a) the amount agreed by the parties (not being less than the amount payable at the Review Date), or

(b) if there is no agreement, increased to the greater of the amount payable at the Review Date plus 5%, or the amount calculated by multiplying the amount payable at the Review Date by:-

(i) any fraction agreed by the parties, or

(ii) if there is no agreement, the fraction $\frac{B}{N}$ where

"B" equals the CPI for the quarter ending immediately before the Review Date and "N" equals the CPI for the quarter immediately before the date of this agreement in the case of the first review, and the date of the last review in the case of subsequent reviews

5.2 If a disbursement to be paid by the Strata Manager in performing a function under the agreement increases after the date of the agreement, the amount payable by the Owners Corporation to the Strata Manager for the performance of the function will increase by the amount of the increase.

6. DISCLOSURE OF INSURANCE COMMISSIONS

6.1 The Strata Manager has an arrangement with the insurance companies and brokers specified in the Schedule of Services (referred to in this clause as "the insurers"), and is authorised to make agreements with the insurers on behalf of the Owners Corporation, so that if the Owners Corporation places insurance business with any of the insurers, the Strata Manager or the Owners Corporation will receive a commission from that insurer.

6.2 The Strata Manager is entitled to retain any such commission paid to it by way of further remuneration for the performance of the functions under this agreement.

6.3 The Owners Corporation will pay to the Strata Manager an amount equal to any commission received by the Owners Corporation. The amount must be paid to the Strata Manager when the commission is received by the Owners Corporation.

6.4 The Strata Manager is authorised to make such arrangements with insurance companies and brokers of which the Owners Corporation is notified in writing by the Strata Manager.

7. CONDUCT OF THE STRATA MANAGER

7.1 The Strata Manager will comply with the Act, the Agents Act and Regulations including the Rules of Conduct, as well as the Code of Conduct of the Institute of Strata Title Management.

7.2 The Strata Manager may only disclose information that is confidential to the Owners Corporation if:

- (a) it is necessary according to the law
- (b) it is authorised by the law

- (c) It is for the purposes of the Strata Manager making a return or a report required by a Government Agency, or
- (d) It is authorised by the Owners Corporation.

8. ENDING THIS AGREEMENT

- 8.1 This agreement may be terminated by the mutual consent of the parties.
- 8.2 Either party may terminate this agreement by giving to the other at least three months' written notice before the end of the term or of a succeeding period equal to the term.
- 8.3 The Owners Corporation may, without affecting any other rights it may have, terminate this agreement at any time if:
 - (a) The Strata Manager is in breach of this agreement and the Owners Corporation has notified the Strata Manager in writing of that breach and the breach has continued for thirty (30) days after that notice;
 - (b) A receiver is appointed to any trust account of the Strata Manager under the Agents Act;
 - (c) Where the Strata Manager is an individual, the Strata Manager is declared bankrupt, or enters into an arrangement with creditors;
 - (d) Where the Strata Manager is a corporation, the Strata Manager is wound up or is presented with a petition for its winding up or resolved to go into liquidation or enters into a scheme of arrangement; or
 - (e) The Strata Manager's licence or membership of the Institute of Strata Title Management is suspended or cancelled.
- 8.4 The Strata Manager, without affecting any other rights it may have, may terminate this agreement at any other time if:
 - (a) The Owners Corporation fails to pay fees or other amounts owing to the Strata Manager according to this agreement after the Strata Manager has given the Owners Corporation at least thirty (30) days notice that the fees or other amounts have not been paid;
 - (b) The Owners Corporation acts in such a way as to prevent the Strata Manager from carrying out any duties under this agreement; or
 - (c) The Strata Scheme is terminated by the Supreme Court or the Registrar General.
- 8.5 Termination of this agreement will not affect the outstanding liabilities of a party at the date of termination.

9. INDEMNITY AND ACKNOWLEDGEMENT

The Owners Corporation indemnifies the Strata Manager for all costs, expenses and liabilities (including legal costs on a solicitor and client basis) properly incurred in performing functions under this agreement.

10. STRATA MANAGING AGENT'S LICENCE

- 10.1 The Strata Manager warrants in favour of the Owners Corporation that the Strata Manager is the holder of a Strata Managing Agent's licence under the Agents Act and that such licence will be maintained while this agreement is in force.

11. DISPUTES

- 11.1 If the Strata Manager and the Owners Corporation are unable to resolve a dispute about this agreement, either of them may ask the President of the Institute of Strata Title Management (or the Vice President if the President declines) to appoint an appropriate expert to determine the dispute, and to determine the expert's remuneration.
- 11.2 The expert may determine the rules for the conduct of his determination, without being bound to observe the rules of evidence.
- 11.3 The determination of the expert about the dispute and about the payment by the parties of the costs of the determination, will be final and binding on the Strata Manager and the Owners Corporation.

12. SERVICE OF NOTICES

Any notice to be served on the Owners Corporation or the Strata Manager under this agreement may only be served, either personally or by post or by facsimile, at the address of that party appearing in this agreement, or at any other address subsequently notified by that party in writing to the other party.

13. DICTIONARY

- 13.1 In this agreement, the following words have these meanings, unless the contrary intention appears:
 - Act means the Strata Schemes Management Act 1996
 - Agents Act means the Property Stock and Business Agents Act 1941.
 - CPI is the Consumer Price Index for Sydney (all groups) published by the Australian Bureau of Statistics.
 - Management Fee means the management Fee set out in the Fee Agreement
 - Review Date means the Review Date specified in the Fee Agreement
 - Strata Scheme means the strata scheme in respect of which the Owners Corporation is established.
 - Term means the term specified in the Fee Agreement
- 13.2 Words used in this agreement, which are defined in the Act or the Agents Act, have the defined meaning unless it is clear that that defined meaning is not intended.
- 13.3 A reference to:
 - (a) a thing includes the whole or each part of it;
 - (b) a document includes any variation or replacement of it;
 - (c) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of them; and
 - (d) a person includes their executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns.
- 13.4 The singular includes the plural and vice versa.
- 13.5 Headings do not affect the interpretation of a term of the Agreement.

STRATA MANAGEMENT AGREEMENT

Schedule of Services

DETAILS _____ INCLUDED FREQUENCY _____

1. ACCOUNTING, LEVYING, PAYING OF MONIES AND REPORTING

A. TRUST ACCOUNTS - ESTABLISH AND MAINTAIN

Trust account in the name of the Owners Corporation	Yes	
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B. LEVYING

Issue levy notices to each owner for periodic contributions	Yes	Quarterly
Issue levy notices to each owner for special levies	Yes	As Required
Demand letters sent to owners in arrears	Yes	As Required
Instructions given for debt collection	Yes	As Required
Summons initiated against owners	Yes	As Required

C. BUDGETS

Prepare administrative fund budgets	Yes	Annual
Prepare sinking funds budgets	Yes	Annual
Engage consultant (at Owners Corporation cost to assist in preparation of sinking fund budget	Yes	As Required

D. PAYMENTS OF MONIES

Make payment on behalf of the Owners Corporation	Yes	As Required
Receive invoices for Owners Corporation	Yes	As Required
Approve invoices for payment	Yes	As Required
Arrange payment of approved invoices	Yes	As Required
Maintain payments journal	Yes	As Required

E. PAYROLL RECORDS

Maintain payroll records including time sheets, PAYE and FBT returns, sick and other leave schedules	Yes	As Required
Pay Owners Corporation employees, prepare and submit reports to government agencies, superannuation for one employee	Yes	As Required

F. Income Tax

Arrange for the preparation of income tax returns	Yes	Annual
Sign and submit tax returns	Yes	Annual
Make application for tax file number	Yes	As Required

G. Financial Reports

Provide accounts paid listing	Yes	Monthly
Provide Statutory reports	Yes	Bi-Annual
Provide balance sheet	Yes	Annual
Provide income and expenditure statements	Yes	Annual
Provide year end accounts	Yes	Annual

Acknowledgment by Owners Corporation of attachment to Agency Agreement Number: 2671

Signed.....*[Signature]*.....

STRATA MANAGEMENT AGREEMENT

Schedule of Services

DETAILS _____ INCLUDED FREQUENCY _____

5. COMMON PROPERTY

A. Repairs and Maintenance

Attend to routine day-to-day maintenance, repair and replacement of Owners Corporation property	Yes	As Required
Attend to non-routine day-to-day maintenance, repair and replacement of Owners Corporation property	No	
Obtain quotations for maintenance, repair and replacement of Owners Corporation property.	Yes	As Required
Liaise with consultants/builders about work to be carried out in the scheme.	Yes	As Required
Attend scheme at request of Owners Corporation	Yes	As Required
Liaise with contractors and execute contracts pursuant to the Home Building Act	Yes	As Required
Provision of after hours emergency telephone service	Yes	As Required
Strata Manager attend scheme after hours emergencies.	No	

6. BY-LAWS

Generally advise the Owners Corporation regarding By-Laws	Yes	As Required
Liaise with solicitors and place instructions in accordance with resolutions of the Owners Corporation regarding amendments to the By-Laws	Yes	As Required
Arrange for registration of By-Laws	Yes	As Required
Provide copies of By-Laws to owners	Yes	As Required
Provide a copy of By-Laws to tenants and/or letting agents	No	
Attend the scheme for By-Law enforcement	No	
Prepare and issue notices under Section 45	Yes	As Required
Personal service of notices under Section 45	No	
Attend court, tribunal or mediation	No	

7. OTHER

1.	No	
2.		
3.		
4.		
5.		

8. NOTES

1. Items marked "Y" are included in the Management Fee
2. Items marked "N" are not included in the Management Fee but are available upon payment of the additional charged as identified in the Schedule of Charges
3. Items marked "N/A" are not available
4. Frequency - some suggested frequencies are: Annually, 6 monthly, quarterly, monthly, fortnightly, weekly, daily, as required.

Signed
Page 4 of 4

Acknowledgment by Owners Corporation of attachment to Agency Agreement Number: 2671

Signed..... *Ull*..... *Ull*.....

STRATA MANAGEMENT AGREEMENT

Schedule of Charges

Schedule of Services as completed within this agreement details the services included for the fee in the Fee Agreement. For work performed which is not included in the Schedule of Services the following additional fees and charges will apply. In addition this schedule sets the amounts recoverable by the Strata Manager for disbursements.

Management Services

Hourly rate for principal/director	\$ 100	per hour
Hourly rate for Strata Managers	\$ 100	per hour
Hourly rate for administrative staff	\$ 100	per hour
Hourly rate for accounting staff	\$ 100	per hour
Adjourned meeting charges	\$ 100	per hour
Attend scheme on weekends or public holidays	\$ N/A	per hour

Administrative Services and Charges

Provide address labels for Executive Committee members	\$ *	per label
Provide address labels for owners and/or mortgagees	\$ *	per label
Issue levy notices	\$ *	per levy notice
Issue special levies	\$ *	per lot per levy
Issue notice of overdue levy	\$25 for first reminder \$50 for second reminder	owners cost
Place instructions for recovery outstanding levies	\$ *	per owner
Provide client payment history	\$ *	per owner
Provide list of owners	\$ *	per listing
Provide occupants listing	\$ *	per listing
Provide copies of minutes	\$ *	Per copy plus photocopying charges
Word processing	\$ *	per hour/per page
Additional financial reports	\$ *	per report
Owners Corporation creditors approval system	\$ *	per month
Payment of creditors	\$ *	per cheque
Payroll attendance fee	\$ *	per month per employee
Archive records storage fee	\$ *	per month per box
Provide minute books	\$ At cost	per book
Provide strata roll	\$ *	per strata roll
"No Parking" stickers	\$ At cost	per 20 stickers
Process stop payments, dishonoured cheques	\$ *	per transaction
Rectification of Owners Corporation records as at take over	\$ 100	per hour
Photocopying, collating, stapling and enveloping	\$ *	per copy
Delivery of mail	\$ *	per envelope
Facsimile inwards	\$ *	per page
Facsimile local outwards	\$ *	per page
Facsimile long distance outwards	\$ *	per page plus phone charge
Telephone charge	\$ *	
Accounting fee	\$ *	per month
Computer fee	\$ *	
Mailing charges	\$ *	per envelope per postage
Courier charges	\$ At cost	
Provide common seals	\$ At cost	per seal
Provide copy of By-Laws for tenant and/or letting agent	\$ 20	per copy
Provide copy of By-laws owner	\$ *	
Register By-Laws	\$ At cost	per registration
Maintain key register	\$ *	

Note: A fixed fee of \$1.60 per lot per month is charged to cover the above marked with *

Acknowledgment by Owners Corporation of attachment to Agency Agreement Number: 2671

Signed.....*U. Ueckel*.....

"B"

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Adrian Mueller

Subject: RE: Minutes of ECM of 9th July which were subsequently approved at following meeting.

From:

Sent: Monday, 9 July 2012 10:18 PM

To: 'GaryW@'; 'Paul.Banoob'

Cc: '@adifferentcorner.com'; '@rocketmail.com'; '@doh.health.nsw.gov.au';

'@bigpond.com'; '@primus.com.au'; '@ozemail.com.au'

Subject: RE: SP52948

Paul/Gary

Please find minutes of our meeting held 7.30pm to 8.30pm tonight

Emergency Committee Meeting of SP52948

Held on: 9th July 2012

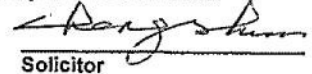
Location: Apt 181 Macquarie Gardens

Present: John, Sandy, Bruce, Joanne, Stan, Mo

Apologies: Maureen McDonald, Jeffrey Wang

Minutes:

This is the annexure marked "B" referred to in the statutory declaration of Peter Bone declared at Epping on 19 April 2013 before me:



Solicitor

SHWIN CHENG

1. The committee note that Betty Saulits may not have received email notice and we should mail her copies of minutes
2. 6 of 9 members being present a quorum was present.
3. Correspondence from CTTT regarding a directions hearing having been received last Friday urgent decisions regarding response and appearance were discussed.
4. It was unanimously resolved to appoint Adrian Mueller to represent the Owners Corporation at the directions hearing and to enter into an appropriate costs agreement noting that this may incur costs up to \$12,000.
5. It was unanimously resolved to instruct Napier & Blakely to conduct both the building condition survey and the asbestos inspection.
6. The chairman is to ask the managing agent to issue the necessary orders to N&B and sign the appropriate costs agreements after review with the chairman.
7. The building condition report (as soon as available) and AGM minutes (1999) approving water & gas rebates are to be provided to solicitor for production at CTTT.
8. Consideration of the correspondence to owners as part of the AGM and special resolutions concerning legal fees was deferred until after the outcome of the directions hearing.

There being no other business the meeting closed at 8.30 pm

Chairman

From:

Sent: Friday, 6 July 2012 12:48 PM

To: 'GaryW@'; '@adifferentcorner.com'; '@rocketmail.com';

...D@doh.health.nsw.gov.au'; ...1@bigpond.com'; ...v@primus.com.au'; ...o@ozemail.com.au'
Cc: 'Paul.Banoob@...'
Subject: Re: SP52948

Can we please convene an urgent meeting at anyone's apartment that is available on Monday 9 July at 7.30 PM for no more than 30 minutes for committee members only so I can respond with one voice to our strata manager

Regards,

From: Gary Webb
Sent: Friday, July 06, 2012 08:32 AM
To: ...@adifferentcorner.com; ...@rocketmail.com
...rd@doh.health.nsw.gov.au; ...@bigpond.com>; ...@primus.com.au>;
...o@ozemail.com.au>
Cc: Paul Banoob
Subject: FW: SP52948

Good morning

Please find attached proposal from Adrian Mueller to represent the Owners Corporation at the CTTT Directions Hearing.

We would appreciate your earliest feedback

Thank you

Gary Webb
Raine & Horne Strata-Sydney
Level 1, Building D, 240 Beecroft Road Epping NSW 2121
T: (02) 9868 2999 F: (02) 8216 0331
www.bcms.com.au

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From: Paul Banoob
Sent: Thursday, 5 July 2012 4:57 PM
To: Gary Webb
Subject: FW: SP52948

Dear Gary

Can you please forward to the committee on my behalf.

Regards

Paul Banoob
Branch Manager

Body Corporate Services

Level 1, Building D, 240 Beecroft Road
Epping NSW 2121
Locked Bag 22, Haymarket NSW 1238

F: (02) 8216 0331

Enhancing Community Living



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From: Adrian Mueller [<mailto:adrian.mueller@lowes.com.au>]
Sent: Thursday, 5 July 2012 4:41 PM
To: Paul Banoob
Subject: SP52948

Hi Paul

Letter attached.

I would charge about \$1,100-\$1,500 to appear at the directions hearing.

Regards
Adrian Mueller
Solicitor

J.S. Mueller & Co
Solicitors & Attorneys
1st Floor 240 Princes Highway, Arncliffe NSW 2205
DX 25315 Rockdale

Fax: 02 9567 8551

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LEAP Email Reference [F:1033001|M:22012] (Please do not delete)

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J.S. MUELLER & CO.
SOLICITORS & ATTORNEYS
ESTABLISHED 1979

JEFFREY STEVEN MUELLER, B.Com., LL.B.
BRUCE WILLIAM BENTLEY, B.A., LL.B., LL.M.

1st Floor
240 Princes Highway
Arncliffe NSW 2205
Australia
DX 25315 Rockdale
Fax: 02 9567 8881

Our Ref: AM:DR:22012
Your Ref: Paul Banoob

2 July 2012

The Secretary
The Owners - Strata Plan 52948
C/- Raine & Horne Strata Sydney
1, Building D / 240 Beecroft Road
EPPING NSW 2121

Dear Paul,

RE: APPLICATION FOR AN ORDER BY AN ADJUDICATOR MADE BY

I regret to advise that [redacted] has appealed against the decision of Adjudicator Eftimou who dismissed his application.

[redacted] lodged his appeal with the Consumer, Trader and Tenancy Tribunal on 15 June 2012 and the appeal is listed before the Tribunal on 8 August 2012 for a directions hearing.

At the directions hearing the Tribunal usually imposes a timetable on the parties to require them to prepare their evidence and submissions and sets the matter down for a final hearing which is likely to be towards the end of the year.

I have briefly perused [redacted]'s appeal application. I assume you have a copy. [redacted] has appended a considerable volume of material to his appeal application. For this reason, I estimate that I would charge \$6,600 - \$12,100 to represent the owners corporation in the appeal. This estimate assumes that [redacted] will produce more documents to support his appeal during the course of his appeal.

If the owners corporation wants me to represent it in the appeal you should let me know so that I am able to provide you with a costs agreement which sets out the terms of my retainer and will contain more information about my fees and charges.

I note that many strata insurance policies contain cover for legal defence expenses up to \$50,000. You should therefore consult with your insurer about whether or not my legal costs would be covered by the insurer if the owners corporation decides to retain me in the appeal.

The Secretary
The Owners - Strata Plan 52948

2 July 2012

If you wish to discuss the matter, please do not hesitate to contact me and I look forward to receiving your instructions.

Yours faithfully
J.S. MUELLER & CO
Encls

Per: Adrian Mueller

"C"

21

Emergency Committee Meeting of SP52948

Held on: 9th July 2012

Location: Apt 181 Macquarie Gardens

Present: John, Sandy, Bruce, Joanne, Stan, Mo

Apologies: Maureen McDonald, Jeffrey Wang

Minutes:

1. The committee note that Betty Saulits may not have received email notice and we should mail her copies of minutes
2. 6 of 9 members being present a quorum was present.
3. Correspondence from CTTT regarding a directions hearing having been received last Friday urgent decisions regarding response and appearance were discussed.
4. It was unanimously resolved to appoint Adrian Mueller to represent the Owners Corporation at the directions hearing and to enter into an appropriate costs agreement noting that this may incur costs up to \$12,000.
5. It was unanimously resolved to instruct Napier & Blakely to conduct both the building condition survey and the asbestos inspection.
6. The chairman is to ask the managing agent to issue the necessary orders to N&B and sign the appropriate costs agreements after review with the chairman.
7. The building condition report (as soon as available) and AGM minutes (1999) approving water & gas rebates are to be provided to solicitor for production at CTTT.
8. Consideration of the correspondence to owners as part of the AGM and special resolutions concerning legal fees was deferred until after the outcome of the directions hearing.

There being no other business the meeting closed at 8.30 pm

This is the annexure marked "C"
referred to in the statutory declaration
of Peter Bone declared at Epping on
19 April 2013 before me:


Solicitor

SHUN CHENG

" D "

Adrian Mueller

From: Adrian Mueller
Sent: Monday, 16 July 2012 6:52 PM
To: 'peterb@b
Subject: Re: SP 52948
Attachments: Cost Agreement.PDF

Dear Peter,

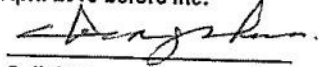
I **attach** my costs agreement in accordance with our discussions this afternoon.

I look forward to receiving your instructions to represent the owners corporation in the CTTT appeal.

Regards
Adrian Mueller
Solicitor
J.S. Mueller & Co
Solicitors & Attorneys
1st Floor 240 Princes Highway, Arncliffe NSW 2205
DX 25315 Rockdale
Fax: 02 9567 8551

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LEAP Email Reference [F:1033001]M:22012| (Please do not delete)

This is the annexure marked "D" referred to in the statutory declaration of Peter Bone declared at Epping on 19 April 2013 before me:



Solicitor

SHUN CHENG

Standard Costs Agreement

DATE:	16 July 2012
TO:	The Owners – Strata Plan No. 52948
ADDRESS:	c/- Raine & Horne Strata Sydney Level 1, Building D 240 Beecroft Road EPPING NSW 2121
FROM:	J S Mueller & Co. Solicitors
ADDRESS:	First Floor, 240 Princes Highway, Arncliffe NSW 2205
MATTER:	-v- You Consumer, Trader and Tenancy Tribunal File No. SCS 12/32675

- A.** This document is an offer to enter into a costs agreement with you.
- B.** The work we have been instructed to do is represent you in the appeal by [redacted] against the decision of the strata adjudicator made on 23 May 2012 in file no. SCS 12/05845 including perusing the notice of appeal and accompanying documents, advising you in relation to the appeal, attending the Tribunal for any directions or preliminary hearings, perusing any evidence and submissions to be relied on by [redacted], preparing evidence and submission for you, issuing summonses to require the production of documents or the attendance of witnesses to give evidence at the hearing (where required), preparing for and attending the hearing and engaging in all necessary communications with you and [redacted].
- C.** The disclosure requirements which we are required to provide you under the *Legal Profession Act 2004* are contained in annexure A (the Standard Costs Disclosure) which forms part of this document.
- D. Acceptance of Offer**
- If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be by any one of the following ways:
- signing and returning a copy of this document;
 - giving us instructions after receiving this document;
 - oral acceptance.
- Failure to accept our offer within 7 days of dispatch of this document can result in the immediate withdrawal of our offer to act on your behalf.
- E. Termination of Agreement**
- E1.** We will not continue to do the Work: if you fail to pay our bills; if you fail to provide us with adequate instructions within a reasonable time; if you give instructions that are deliberately false or intentionally misleading; if you fail to accept an offer of settlement which we think is reasonable; if you fail to accept advice we (or counsel) give you; if you engage another law practice to advise you on this matter without our consent; if we, on reasonable grounds, believe that we may have a conflict of interest, or if you indicate to us that we have lost your confidence; or for other just cause.
- We will give you at least fourteen (14) days' notice of our intention to terminate our agreement, and of the grounds on which the notice is based.
- E2.** You may terminate this agreement at any time.

E3. If the agreement is terminated either by you or us, you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination. For lump sum fee matters, you must pay the part of our lump sum fee that we reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination, plus charges, expenses and disbursements, subject to your right to a costs assessment. You will be liable to pay our costs whether or not the other party to any court proceedings has to pay your costs of the proceedings.

On termination, we are entitled to retain possession of your papers and documents while there is money owing to us for our charges and expenses, unless and until security is provided for our costs.

F. Retention of your documents

We will, on completion of the Work, retain any papers to which you are entitled, but leave in our possession (except documents deposited in safe custody) for no more than seven (7) years and on the undertaking that we have your authority to destroy the file seven years after the date of the final bill rendered by us in this matter.

G. Privacy Protection

Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000*. Disclosure of such information may be compelled by law (eg. under the *Social Security Act*). You also authorise us to disclose such information where necessary to others in furtherance of your claim/matter (eg. within the law practice, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc).

H. Payment / Money on Account

Either:


We may ask you to pay us, in advance, some money on account of payments which will be made to others and our costs.

OR

We will ask you to repay the money paid on your behalf in clause 2[3] of the costs disclosure document as and when we send you bills for these payments.

I. Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement money, or money received from any source in furtherance of your work, and to pay ourselves our costs, disbursements and expenses in accordance with the provisions of clause 88(3)(a)(i) of the *Legal Profession Regulation 2005*.

Signed:	
_____	_____
Client	Date
	16 July 2012
_____	_____
Solicitor	Date

Annexure "A"

Standard Costs Disclosure

This document and the Form attached disclose information about the costs of our legal services, and your rights, as required by the *Legal Profession Act 2004* NSW (the Act). You may negotiate and enter into a costs agreement with us based on the information contained in this document. A standard costs agreement is attached.

1. GST

All rates, charges, expenses etc in this document are GST exclusive unless otherwise stated. Where the service provided is subject to GST, GST of 10% will be added and charged to you.

2. Costs-how calculated

2.1. Professional Fees

We will charge you professional fees for the work we do:

- (a) an hourly rate of: \$440.00 (plus 10% GST) for a *partner or senior solicitor*
- (b) an hourly rate of: \$400.00 (plus 10% GST) for an *employed solicitor*
- (c) an hourly rate of: \$120.00 (plus 10% GST) for *secretarial services*

These rates will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units. Travelling time will be charged at these rates.

2.2. Charges

We will charge you for services we use or supply. Our rates are:

- 2.2.1. photocopying: \$1.20 per page (plus 10% GST)
- 2.2.2. faxes incoming and outgoing: \$1.20 per page (plus 10% GST)
- 2.2.3. printing of incoming emails: \$1.20 per page (plus 10% GST)
- 2.2.4. obtaining an electronic search: \$10.00 per search (plus 10% GST)

2.3. Expenses & Disbursements

We may incur expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include:

Search fees; enquiry fees; court filing fees; process servers; experts' reports; witnesses expenses; travel expenses, transcripts; barrister's fees and others.

We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

3. Estimate of Costs

The following estimate is based on the information available to us to date. It is an **estimate, not a quotation** and subject to change.

We estimate the cost of the work to be:

Professional fees:	\$10,000
Charges:	\$250
Expenses & Disbursements subject to GST:	\$250
SUBTOTAL:	\$10,500
GST:	\$1,050
TOTAL (GST inclusive):	\$11,550

These estimates are made on the information available to us at this time. They may, and probably will, change when more information is available to us. The major factors which will affect the estimates are:

- A change in the length of the hearing;
- The number of interlocutory applications and directions hearings;
- The number and location of witnesses;
- The volume of material served by the other side; and
- The retention of a solicitor/counsel by the other side.

4. **Billing arrangements**

We will send you a bill of costs containing information of our professional fees and charges, disbursements and expenses, including GST, **either** after completion of the work, **or** monthly, **or** at intervals determined by us **or** at other times as agreed with you, when the work is in progress.

5. **Interest on unpaid costs**

If our costs are not paid within 30 days of giving you our bill of costs, we may charge you interest on the unpaid amount at or under the maximum rate prescribed in Regulation 110A, of the *Legal Profession Regulation 2005*. The current rate is 6.50% per annum, but may vary at the time the Bill of Costs is issued.

6. **Dispute as to legal costs**

In addition to the rights set out in the accompanying Form you also have the right to have the costs mediated if the dispute is less than \$10,000 (referral for mediation must be made before an application for assessment is accepted by the Manager, Costs Assessment).

7. **Persons responsible for your matter and legal costs**

Mr Adrian Mueller will be responsible for your matter. You may contact him regarding your matter and your legal costs.

8. **Substantial changes to disclosure**

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

9. **Engagement of another law practice (e.g. barrister)**

It may be necessary for us to engage, on your behalf, the services of another law practice to provide specialist advice or services, including advocacy services, or to act as our agent. We will consult you as to the terms of that law practice's engagement, but you may be asked to enter into a costs agreement directly with that law practice. The law practice

engaged by us will disclose costs in a similar manner and we will disclose those costs to you.

10. Costs in court proceedings

10.1. If ***court*** proceedings are taken on your behalf, the court may order the other party to pay your costs of the proceedings. This sum will not necessarily cover the whole of your legal costs due to us. It is possible that the court may make an order that you pay the other party's costs (if, for instance, you lose the case). These costs are payable by you to the other party in addition to the costs payable to us.

10.2. If you are ***successful*** in the litigation you may anticipate recovering from the other party approximately 75% of the costs and disbursements which you are liable to pay to this firm (but only if the Tribunal makes a special costs order and it will only make this order if it believes that an appeal is frivolous, vexatious, misconceived or lacking in substance or that a decision in your favour is not within the Tribunal's jurisdiction).

10.3. If you are ***unsuccessful*** in the litigation you will not be ordered to pay the other party's costs.

10.4. If ***settlement*** of your claim is being negotiated, we will provide you before settlement with:

10.4.1. a reasonable estimate of our costs payable by you on settlement;

AND

10.4.2. a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you;

OR

10.4.3. a reasonable estimate of the costs you may have to pay the other party (eg. Your case is weak, etc).

11. Applicable law

The law of NSW applies to legal costs regarding this matter. However, see your rights in the accompanying Form.

12. Release of File

If at any time you require your file to be removed from our custody we shall be entitled to take a copy of all or any part of that file for retention by this firm and to charge you for that photocopying at the rate set out in paragraph 2.2.1. Payment of those costs shall be a precondition for release of the file to you.

13. Progress reports

You are entitled to request, at reasonable intervals, written progress reports on your matter. Our normal charge-out rates will apply for this service. You are entitled to request a written report on the legal costs incurred to date since the last bill of costs was given to you, free of charge.

Form of disclosure of costs to clients
(Clause 109A Legal Profession Regulation 2005- Form 2)

Legal costs – your right to know

You have the right to:

- Negotiate a costs agreement with us
- Receive a bill of costs from us
- Request an itemized bill of costs after you receive a lump sum bill from us
- Request written reports about the progress of your matter and the costs incurred in your matter
- Apply for costs to be assessed within 12 months if you are unhappy with our costs
- Apply for the costs agreement to be set aside
- Accept or reject any offer we make for an interstate costs law to apply to your matter
- Notify us that you require an interstate costs law to apply to your matter.

For more information about your rights, please read the **facts sheet** titled *Legal Costs – your right to know*. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).

If you are an owners corporation then you are required to give a copy of our costs disclosure to each owner and executive committee member within 7 days of the disclosure being made in accordance with section 230A of the *Strata Schemes Management Act 1996*.

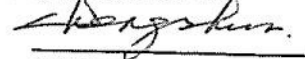
" E "

29

Adrian Mueller

From: Peter Bone []
Sent: Wednesday, 25 July 2012 2:13 PM
To: Adrian Mueller
Subject: SP 52948 - Cost Agreement
Attachments: JS Mueller Cost Agreement 250712.pdf

This is the annexure marked "E" referred to in the statutory declaration of Peter Bone declared at Epping on 19 April 2013 before me:



Solicitor

SHUN CHENG

Good afternoon Adrian

Re: Strata Plan 52948 – 1-19 Fontenoy Road Macquarie Park

Please find attached the signed cost agreement for this scheme.

Please do not hesitate to contact me should you require any additional information.

Kind regards.

Peter Bone
Raine & Horne Strata-Sydney
Level 1, Building D, 240 Beecroft Road Epping NSW 2121
T: (02) F: (02) 8216 0331
www.bcms.com.au

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Standard Costs Agreement

DATE:	16 July 2012
TO:	The Owners – Strata Plan No. 52948
ADDRESS:	c/- Raine & Horne Strata Sydney Level 1, Building D 240 Beecroft Road EPPING NSW 2121
FROM:	J S Mueller & Co. Solicitors
ADDRESS:	First Floor, 240 Princes Highway, Arncliffe NSW 2205
MATTER:	-v- You Consumer, Trader and Tenancy Tribunal File No. SCS 12/32675

- A. This document is an offer to enter into a costs agreement with you.
- B. The work we have been instructed to do is represent you in the appeal by [redacted] against the decision of the strata adjudicator made on 23 May 2012 in file no. SCS 12/05845 including perusing the notice of appeal and accompanying documents, advising you in relation to the appeal, attending the Tribunal for any directions or preliminary hearings, perusing any evidence and submissions to be relied on by [redacted] preparing evidence and submission for you, issuing summonses to require the production of documents or the attendance of witnesses to give evidence at the hearing (where required), preparing for and attending the hearing and engaging in all necessary communications with you and [redacted].
- C. The disclosure requirements which we are required to provide you under the *Legal Profession Act 2004* are contained in annexure A (the Standard Costs Disclosure) which forms part of this document.
- D. **Acceptance of Offer**
- If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be by any one of the following ways:
- signing and returning a copy of this document;
 - giving us instructions after receiving this document;
 - oral acceptance.
- Failure to accept our offer within 7 days of dispatch of this document can result in the immediate withdrawal of our offer to act on your behalf.
- E. **Termination of Agreement**
- E1. We will not continue to do the Work: if you fail to pay our bills; if you fail to provide us with adequate instructions within a reasonable time; if you give instructions that are deliberately false or intentionally misleading; if you fail to accept an offer of settlement which we think is reasonable; if you fail to accept advice we (or counsel) give you; if you engage another law practice to advise you on this matter without our consent; if we, on reasonable grounds, believe that we may have a conflict of interest, or if you indicate to us that we have lost your confidence; or for other just cause.
- We will give you at least fourteen (14) days' notice of our intention to terminate our agreement, and of the grounds on which the notice is based.
- E2. You may terminate this agreement at any time.

E3. If the agreement is terminated either by you or us, you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination. For lump sum fee matters, you must pay the part of our lump sum fee that we reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination, plus charges, expenses and disbursements, subject to your right to a costs assessment. You will be liable to pay our costs whether or not the other party to any court proceedings has to pay your costs of the proceedings.

On termination, we are entitled to retain possession of your papers and documents while there is money owing to us for our charges and expenses, unless and until security is provided for our costs.

F. Retention of your documents

We will, on completion of the Work, retain any papers to which you are entitled, but leave in our possession (except documents deposited in safe custody) for no more than seven (7) years and on the undertaking that we have your authority to destroy the file seven years after the date of the final bill rendered by us in this matter.

G. Privacy Protection

Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000*. Disclosure of such information may be compelled by law (eg. under the *Social Security Act*). You also authorise us to disclose such information where necessary to others in furtherance of your claim/matter (eg. within the law practice, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc).

H. Payment / Money on Account

Either:

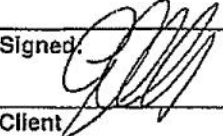

We may ask you to pay us, in advance, some money on account of payments which will be made to others and our costs.

OR

We will ask you to repay the money paid on your behalf in clause 2[3] of the costs disclosure document as and when we send you bills for these payments.

I. Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement money, or money received from any source in furtherance of your work, and to pay ourselves our costs, disbursements and expenses in accordance with the provisions of clause 88(3)(a)(i) of the *Legal Profession Regulation 2005*.

Signed.		<u>25. 7. 2012</u>
Client		Date
		16 July 2012
Solicitor		Date

Annexure "A"

Standard Costs Disclosure

This document and the Form attached disclose information about the costs of our legal services, and your rights, as required by the *Legal Profession Act 2004* NSW (the Act). You may negotiate and enter into a costs agreement with us based on the information contained in this document. A standard costs agreement is attached.

1. GST

All rates, charges, expenses etc in this document are GST exclusive unless otherwise stated. Where the service provided is subject to GST, GST of 10% will be added and charged to you.

2. Costs-how calculated

2.1. Professional Fees

We will charge you professional fees for the work we do:

- (a) an hourly rate of: \$440.00 (plus 10% GST) for a *partner or senior solicitor*
- (b) an hourly rate of: \$400.00 (plus 10% GST) for an *employed solicitor*
- (c) an hourly rate of: \$120.00 (plus 10% GST) for *secretarial services*

These rates will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units. Travelling time will be charged at these rates.

2.2. Charges

We will charge you for services we use or supply. Our rates are:

- 2.2.1. photocopying: \$1.20 per page (plus 10% GST)
- 2.2.2. faxes incoming and outgoing: \$1.20 per page (plus 10% GST)
- 2.2.3. printing of incoming emails: \$1.20 per page (plus 10% GST)
- 2.2.4. obtaining an electronic search: \$10.00 per search (plus 10% GST)

2.3. Expenses & Disbursements

We may incur expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include:

Search fees; enquiry fees; court filing fees; process servers; experts' reports; witnesses expenses; travel expenses, transcripts; barrister's fees and others.

We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

3. Estimate of Costs

The following estimate is based on the information available to us to date. It is an estimate, not a quotation and subject to change.

We estimate the cost of the work to be:

Professional fees:	\$10,000
Charges:	\$250
Expenses & Disbursements subject to GST:	\$250
SUBTOTAL:	\$10,500
GST:	\$1,050
TOTAL (GST inclusive):	\$11,550

These estimates are made on the information available to us at this time. They may, and probably will, change when more information is available to us. The major factors which will affect the estimates are:

- A change in the length of the hearing;
- The number of interlocutory applications and directions hearings;
- The number and location of witnesses;
- The volume of material served by the other side; and
- The retention of a solicitor/counsel by the other side.

4. Billing arrangements

We will send you a bill of costs containing information of our professional fees and charges, disbursements and expenses, including GST, **either** after completion of the work, **or** monthly, **or** at intervals determined by us **or** at other times as agreed with you, when the work is in progress.

5. Interest on unpaid costs

If our costs are not paid within 30 days of giving you our bill of costs, we may charge you interest on the unpaid amount at or under the maximum rate prescribed in Regulation 110A, of the *Legal Profession Regulation 2005*. The current rate is 6.50% per annum, but may vary at the time the Bill of Costs is issued.

6. Dispute as to legal costs

In addition to the rights set out in the accompanying Form you also have the right to have the costs mediated if the dispute is less than \$10,000 (referral for mediation must be made before an application for assessment is accepted by the Manager, Costs Assessment).

7. Persons responsible for your matter and legal costs

Mr Adrian Mueller will be responsible for your matter. You may contact him regarding your matter and your legal costs.

8. Substantial changes to disclosure

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

9. Engagement of another law practice (e.g. barrister)

It may be necessary for us to engage, on your behalf, the services of another law practice to provide specialist advice or services, including advocacy services, or to act as our agent. We will consult you as to the terms of that law practice's engagement, but you may be asked to enter into a costs agreement directly with that law practice. The law practice

engaged by us will disclose costs in a similar manner and we will disclose those costs to you.

10. Costs in court proceedings

10.1. If *court* proceedings are taken on your behalf, the court may order the other party to pay your costs of the proceedings. This sum will not necessarily cover the whole of your legal costs due to us. It is possible that the court may make an order that you pay the other party's costs (if, for instance, you lose the case). These costs are payable by you to the other party in addition to the costs payable to us.

10.2. If you are *successful* in the litigation you may anticipate recovering from the other party approximately 75% of the costs and disbursements which you are liable to pay to this firm (but only if the Tribunal makes a special costs order and it will only make this order if it believes that appeal is frivolous, vexatious, misconceived or lacking in substance or that a decision in favour is not within the Tribunal's jurisdiction).

10.3. If you are *unsuccessful* in the litigation you will not be ordered to pay the other party's costs.

10.4. If *settlement* of your claim is being negotiated, we will provide you before settlement with:

10.4.1. a reasonable estimate of our costs payable by you on settlement;

AND

10.4.2. a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you;

OR

10.4.3. a reasonable estimate of the costs you may have to pay the other party (eg. Your case is weak, etc).

11. Applicable law

The law of NSW applies to legal costs regarding this matter. However, see your rights in the accompanying Form.

12. Release of File

If at any time you require your file to be removed from our custody we shall be entitled to take a copy of all or any part of that file for retention by this firm and to charge you for that photocopying at the rate set out in paragraph 2.2.1. Payment of those costs shall be a precondition for release of the file to you.

13. Progress reports

You are entitled to request, at reasonable intervals, written progress reports on your matter. Our normal charge-out rates will apply for this service. You are entitled to request a written report on the legal costs incurred to date since the last bill of costs was given to you, free of charge.

Form of disclosure of costs to clients
(Clause 109A *Legal Profession Regulation 2005- Form 2*)

Legal costs – your right to know

You have the right to:

- Negotiate a costs agreement with us
- Receive a bill of costs from us
- Request an itemized bill of costs after you receive a lump sum bill from us
- Request written reports about the progress of your matter and the costs incurred in your matter
- Apply for costs to be assessed within 12 months if you are unhappy with our costs
- Apply for the costs agreement to be set aside
- Accept or reject any offer we make for an interstate costs law to apply to your matter
- Notify us that you require an interstate costs law to apply to your matter.

For more information about your rights, please read the facts sheet titled *Legal Costs – your right to know*. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).

If you are an owners corporation then you are required to give a copy of our costs disclosure to each owner and executive committee member within 7 days of the disclosure being made in accordance with section 230A of the *Strata Schemes Management Act 1996*.

" F "

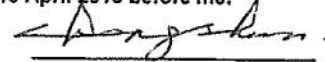
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NOTICE OF EXECUTIVE COMMITTEE MEETING

STRATA SCHEMES MANAGEMENT ACT 1996

To: The Executive Committee Members
Strata Scheme No. 52948
1-15 Fontenoy Road
NORTH RYDE NSW 2113

This is the annexure marked "F"
referred to in the statutory declaration
of Peter Bone declared at Epping on
19 April 2013 before me:



Solicitor

SHUIV CHENG

NOTICE OF COMMITTEE MEETING FOR STRATA SCHEME No. 52948 TO BE HELD IN
THE OFFICES OF RAINE & HORNE STRATA SYDNEY , LEVEL 1 BUILDING D 240
BEECROFT ROAD EPPING ON 22ND AUGUST 2012 at 7.30PM.

ITEMS

- ITEM 1 To record attendance, receive proxies and apologies.
- ITEM 2 That the minutes of the last Committee Meetings held on the 13th June and the 9th July 2012 be confirmed.
- ITEM 3 Matters arising from the last minutes:
1. Building D hot water tank – Refund cheque received.
 2. Installation of footpath and lights to Lane Cove Road.
 3. Tree Pruning
 4. Draft Survey
 5. Water Saving quotes (Solar Sensor)- Completed
 6. Security
 7. Shock absorbing bollard – Installed
 8. Gym keys –resolved
 9. Appointment of a Solicitor to act on behalf of the Owners Corporation at the CTTT hearing.
- ITEM 4 To consider the financial position.
- ITEM 5 To receive a report from the caretaker.
- ITEM 6 To consider correspondence.
- ITEM 7 To consider and appoint a valuer to inspect the building for insurance replacement
- ITEM 8 To review the building consultants report
- ITEM 9 Reappointment of Raine & Horne Strata Sydney for a further year
- ITEM 10 Gas & water rebates
- ITEM 11 Appointment of a Sub- Committee to prepare a budget for the 2013 administrative and sinking fund
- ITEM 12 To discuss the outcome of the CTTT hearing held on the 8th August 2012
- ITEM 13 General Business

DATE... 13/8/12SIGNATURE.....
Members of the Strata Community Australia (NSW)

MINUTES OF EXECUTIVE COMMITTEE MEETING OF STRATA SCHEME NO. 52948, 1-15 FONTENROY ROAD NORTH RYDE HELD IN THE OFFICES OF RAINE & HORNE STRATA LEVEL 1 BLOCK D, 240 BEECROFT ROAD, EPPING ON 22nd AUGUST 2012 at 7.30PM.

Standard abbreviations used in these minutes are as follows: MA = Managing Agent, EC = Executive Committee, OC = Owners Corporation, CTTT = Consumer Tenancy and Trade Tribunal, AGM = Annual General Meeting.

ITEM 1

PRESENT

I, J Ward, S Pogorelsky, J Wang, J Hessink, M Levitt & S Quick

APOLOGIES

M McDonald, E Saulits

IN ATTENDANCE

P Banoob & P Bone from Raine & Horne Strata-Sydney

Paul Banoob introduced Peter Bone as the manager from Raine & Horne Strata who will be responsible for day to day management due to Gary Webb being unable to continue for medical reasons. Peter may be contacted on 02 9868 2999.

ITEM 2

To confirm the minutes of the last two meetings.

The EC meeting held 13 June 2012 – Carried.

The EC emergency meeting held 9 July 2012 – Carried.

ITEM 3:

Matters arising from the last minutes:

1. Building D hot water tank – Warranty claim.
\$783.50 was received from Nickel Engineering. Matter finalized
2. Construction of footpath to a new gateway onto Lane Cove Road.
As minuted on 13th June this matter is deferred to the next AGM
3. Tree Pruning
The EC discussed recent pruning of trees and bushes around the grounds. Greater consultation is required from the caretaker before further pruning is carried out. A detailed review of certain trees that may require removal or surgery will be conducted by the MA, caretaker and members of EC during the next inspection of the common property.
4. Email Survey
A test of the survey form will be carried out on the EC before general release. Email addresses are required from as many owners as possible to utilise this.
5. Water saving quotes
The MA confirmed rain detection devices have been installed to limit garden watering in some areas. Matter finalized.
6. Security
As discussed at previous meeting the proposal to improve security by construction of a watchkeeper's security station above the garbage room will go forward to the next AGM due to the cost estimates based on quotes to date.
7. Shock absorbing bollard
This has been installed at garage entrance. Matter finalized.
8. Gym & Pool Keys – This matter was finalized at last meeting.
9. Appeal against CTTT decision by I
As minuted on 9 July 2012 Mr. Adrian Mueller of J S Mueller & Co. had been engaged to represent the OC at the CTTT hearing held on 8 August 2012. I is appealing against the decision by CTTT to dismiss his application for orders

against the OC. The solicitor estimated the OC legal costs may reach \$12,000. Arrangements to meet the actual costs incurred will be a matter for the budget for the next financial year and may affect levies adversely as the funds will require to be collected from all owners before final costs are known. The EC noted the CTTT hearing was adjourned pending submission of a concise written summary by [redacted] as it was unclear to CTTT what orders were being sought. The OC has been put to further legal expense to prepare a submission by way of response to the voluminous paper file lodged by [redacted] with CTTT. The solicitor has advised there is no additional information required from the OC and will file the required response before the due date of 12 September 2012. The solicitor also advised the OC that neither the MA or EC are required to consider any further correspondence from [redacted] before the CTTT has determined the appeal.

ITEM 4:

To consider the financial position.

The financial statements to the 31st July were reviewed by the EC. The Treasurer has reviewed expenditure and have no queries. The Treasurer and Assistant Treasurer have reviewed term deposits (now almost \$800,000) spread over a number of major banks. It was noted that the recently received electricity accounts are still within budget. The EC considered the overall administration budget will conclude the year within permitted variations and close to approved limits.

ITEM 5:

To receive a report from the Caretaker

The Caretakers report was presented. The EC asked the MA to review a number of service level delivery issues with the Caretaker. Recent problems with hot water service in one tower are to be immediately investigated. Requests for quotes for the outdoor furniture replacements are long outstanding and to be followed up.

ITEM 6:

To consider correspondence.

1. The current wireless internet service provider to the OC has submitted a new agreement. The EC discussed the 'Telecommunications Site Access agreement' from Open Networks and instructed the MA to review the terms and conditions of the previous agreement to determine if the payment terms to the OC have been complied with and determine what changes are being sought. The EC expressed the view that if there are no great number of owners using this service (previously known as "whome") and because there are now many more alternative public networks, that unless costs are reimbursed, the agreement may not be renewed.
2. The MA advised the EC that a townhouse owner has recently made a request for the re-imburement of approximately two years of gas and water usage. Attention was drawn to the terms of the rebate scheme (recently reaffirmed in minutes) which can only reimburse usage for the current financial year or immediate past quarter. The EC confirmed that the MA has authority to apply the standard policy with previously agreed terms and conditions to such requests. Rebates for usage in the period since 1 September 2011 only were approved.
3. The MA advised the EC that the owner of a townhouse has requested approval to keep a mini Fox cross Pomeranian dog. The EC confirmed that the MA has authority to apply the standard policy with previously agreed terms and conditions to such requests. This policy permits small animals to be kept in units that do not require animals to be brought through interior common property. All such approvals are subject to animals not becoming a nuisance or the object of complaints by other occupants.
4. The MA advised the EC that the owner of a tower unit has requested approval to replace the blinds / curtains in this unit with new blinds of the same colour as the

existing blinds / curtains. The EC confirmed that the MA has authority apply the standard policy with previously agreed terms and conditions to such requests. This policy permits installation where the external visual appearance is not detrimentally affected or changed. Reflective tinting does not fall within this standard policy.

- 5. A request has been received to have gas heating installed in a tower unit, to be run from the existing gas supply to the kitchen of this unit. The EC agreed that any owner must forward a formal written request for this installation to the MA. The MA has been asked to confirm that fees for additional unmetered gas usage by tower owners can be levied and enforced. Charges currently levied on owners are to be reviewed in light of gas increases. The gas supply pipes are common property and will be inspected to determine no unauthorized installations exist and that all owners with heating are paying a fair contribution. The current gas supplier is to be asked to provide the OC with a 'reasonable' gas usage estimate and also whether the contracted gas price can extend to the other meters in the complex.
- 6. The MA is to discuss with Adrian Mueller of J S Mueller the possible requirement for an appropriate by law to deal with all the issues raised in access to the unmetered gas supply and usage of gas for heating within tower or townhouse units. If necessary this will be dealt with at the next general meeting.
- 7. The EC noted that a number of units are again displaying washing on their balconies. The Caretaker is to be asked to advise the MA of the unit numbers, who is to specifically request in writing compliance with by laws.

ITEM 7:

To consider and appoint a valuer to inspect the building for insurance replacement

Subject to confirmation that the last independent valuation will not reach its five year limit within the next financial year and in order to save the costs of a valuation this year (now expected to exceed \$2,000) the MA is to instruct the insurance broker to seek quotes for renewal of insurance on a building value increased by 5% over last year.

ITEM 8:

To review the Building Consultants report

The MA advised the EC that the final signed copy of the Building Consultants report has not yet been received, and is to follow this up with Napier & Blakeley. From the draft report, the EC has noted the following:

- No items of immediate concern have been identified.
- No structural issues have been identified.
- No asbestos has been located within the scheme. (This inspection is a new legal requirement and now avoids repeating this expense in all future years).
- The manufacture of some parts for the lifts has ceased and supply may become an issue once the current lift maintenance agreement has expired necessitating planning for earlier replacement of major components than might otherwise have been required. This matter will be investigated further during the next year to determine what impact this will have on long term sinking fund plans. The lift maintenance contract has some years still to run and guaranteed no obsolescence during contract term.

ITEM 9:

Reappointment of Raine & Horne Strata Sydney as MA for a further year

The Chairperson advised the meeting that due to the level of cost involved with the Agency Agreement between the OC and Raine & Horne, it is a statutory requirement that alternative quotes be obtained before an appointment is confirmed. The

Chairperson and the Treasurer were authorized to obtain at least one alternative Strata Management quotations not to be made available to the MA before discussion with the committee to determine the course of action.

ITEM 10: Gas & Water Rebates

There is to be no change to the previously approved gas and water rebate scheme currently in place since approval at the AGM in 1999 which ensure fairness in utility cost sharing amongst all owners.

ITEM 11 Appointment of a Sub -Committee to prepare a budget for the 2013 Administrative and Sinking Funds

All members of the EC were appointed to join the Sub-Committee for the preparation of the 2013 budget and recommendation of the levies to be set at the AGM. The EC approved the following time-table:

07 Sep 2012 Draft annual accounts to be forwarded to the Committee.
 22 Sep 2012 Meeting of Budget Sub-Committee.
 30 Sep 2012 Completion of audit.
 01 Oct 2012 Distribution of AGM notice and agenda to be distributed.
 17 Oct 2012 AGM to be held at a location to be determined by MA.
 22 Oct 2012 Levy notices for quarter beginning 1 November 2012 to be issued

ITEM 12 To discuss the outcome of the CTTT hearing held on the 8th August 2012
 This matter was dealt with under item 3.9 of this meeting.

ITEM 13 General Business

1. The EC reviewed a quotation from Eagle Fire Protection Pty Ltd. The Caretaker is to arrange for an appropriate sign to be attached to the door of the sprinkler alarm valve room. The supply of spare sprinkler heads has been depleted (likely by theft). As replacement sprinkler heads are available at short notice from any fire safety maintenance company these will be purchased when required. The exhaust of the hydrant diesel pump is not protected by any thermal lagging. The Caretaker is to arrange for appropriate thermal lagging to be installed.
2. The EC noted that some of the tower courtyard vertical fence posts are rusting through at ground level and the Caretaker is to organise replacement as required.
3. The MA advised he recently met with representatives of Leighton's Holdings (LH), the company undertaking the upgrading of the M2 motorway, in relation to the erection of a sound barrier on the strip of land between the scheme and the M2. LH advised the sound barrier could be located at the top edge of the cliff face, or closer to the boundary fence. The closer the sound barrier is to the boundary, the taller it will have to be. For example, if erected at the edge of the cliff face, the barrier will only have to be three (3) metres high. If erected on the boundary of the scheme (where the current green fence is located), the barrier will have to be six (6) metres high. The MA was instructed to advise the contactor that the OC wish the barrier to be sited at the top edge of the cliff face, as far away from the OC boundary as possible, for several reasons, including but not limited to preserving the visual amenity of the complex by keeping the height of the barrier as low as possible and maintaining as large a strip of open land between the scheme and the cliff face, for possible future access by residents.

CLOSURE: There being no further business, the meeting was closed at 10:00pm.

"G"

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MINUTES OF EXECUTIVE COMMITTEE MEETING OF STRATA SCHEME NO. 52948
HELD IN THE OFFICES OF RAINE & HORNE STRATA-SYDNEY, LEVEL 2, 51 RAWSON
STREET EPPING ON 5TH DECEMBER 2012 AT 7.30PM.

Abbreviations used: EC = Executive Committee, ECM = Executive Committee Meeting, OC = Owners Corporation,
MA = Managing Agent, AGM = Annual General Meeting, AF = Administration Fund, SF = Sinking Fund

ITEM 1

PRESENT: [redacted], E Saulits, J Ward, S Quick, M Levitt & M McDonald

APOLOGIES: S Pogorelsky, J Wang, R Hirschhorn & P Banoob

IN ATTENDANCE P Bone from Raine & Home Strata-Sydney
M Brincat-Lisano (U98)

ITEM 2: That the minutes of the last ECM held on the 22nd August 2012 be confirmed.

Resolved

ITEM 3: Matters arising from the last ECM minutes:

On-site Wireless internet service provider

The MA is to follow up the matter of rental income payable to the OC by Whome, the current provider of wireless internet to a very limited number of residents throughout the scheme. As many alternative public wireless networks are now available, if no rental income has been paid to the OC, the contract for the renewal of this service will not be further considered by the OC.

- CTTT Hearing outcome

The EC noted that the CTTT has not handed down its decision in relation to the appeal lodged by [redacted]. (NB Two days after the ECM a decision was received from CTTT dated 5/12/2012 ordering the appeal be dismissed in its entirety – copy attached)

- Signage to the sprinkler alarm valve room door

The EC noted that signage has now been affixed to the door of the sprinkler alarm valve room.

- Tower courtyard vertical fence posts

The EC noted that several of the tower courtyard vertical fence posts have recently been replaced and that additional fence posts are yet to be replaced. As this is a routine maintenance matter it does not require any further policy decisions by EC and can be dropped from minutes as it is an ongoing standard repair.

- Sound barrier wall

The EC noted that the sound barrier wall is currently under construction and is being build close to the edge of the cliff-top as requested by the OC.

ITEM 4: To consider the Financial position.

The EC reviewed the financial position of the scheme and noted that AF expenditure for the current financial year is running in roughly in line with the AF budget estimates except for continually high plumbing repairs from minor water leaks. The SF has excess cash available pending

Resolved that an additional \$50,000.00 be placed on Term Deposit and that the Treasurer advise the MA of the banking institution to be used and the initial term of the Term Deposit.

This is the annexure marked "G" referred to in the statutory declaration of Peter Bone declared at Epping on 19 April 2013 before me:

Shun Cheng
Solicitor
SHUN CHENG

ITEM 5: To receive a report from the Caretaker

The Caretaker's report was tabled and noted.

Correspondence from the Caretaker outlining the hours of operation for each member of the staff was also tabled.

The EC noted several discrepancies between the hours of operation recorded in this correspondence and the actual hours being worked by some of the staff.

The MA was instructed to compare the hours of operation as recorded in this correspondence with the hours of operation as outlined in the Caretaker's contract, and seek the agreement of the Caretaker to meet the hours of operation as outlined in the contract.

ITEM 6: To consider correspondence

The EC noted that no other correspondence requiring the attention of the EC had been received. Any correspondence from [redacted] has been forwarded to the solicitor.

ITEM 7: Tennis Court Hire proposal

Correspondence from a professional tennis coach was reviewed together was response by MA.

The EC noted that the OC has previously resolved that none of the scheme's sports or pool facilities are to be hired out to external parties for the purpose of providing lessons or other services.

Residents of the scheme remain entitled to use these facilities without charge and to employ a private coach / instructor, at their own expense and risk, if they wish to do so. Use of the tennis courts, swimming pool or gym by non-residents only is not permitted except as an accompanied guest of a resident.

Resolved that there be no change to this policy.

ITEM 8: To consider upgrading the lighting at the entrance of each tower, and to consider the following quotations:

- H & T Security, in the amount of \$6,894.44 incl. GST to replace the existing door stations with NCITY back light on buttons, or,
- H & T Security, in the amount of \$1,890.72 incl. GST to install lights at the 4 door stations.

Resolved that the preferred course of action is to replace the existing intercom panels with new, back-lit panels rather than install lights above the old panels.

Resolved further that additional quotations for various options of back-lit intercom panels be sought and that the Chairperson and Treasurer be authorised to advise MA of the most appropriate product in order that this work can proceed as SF expenditure.

ITEM 9: To consider pressure cleaning of external paved areas and to consider a quotation from Rotaclean Metro in the amount of \$9,917.60 incl. GST for this work.

The EC noted that the cost of the water that will be used to undertake the pressure cleaning will be in addition to the contractor's cost. The EC further noted that the last time pressure cleaning was undertaken, the cost of the water used was estimated at approximately \$10,000.00.

The EC authorised the Chairman to arrange with the Caretaker the possibility of the OC purchasing its own cleaning equipment, to be used by the caretaking and gardening contractors on an 'as-required' basis targeting smaller areas of brick pavers that require cleaning and starting with the worst affected areas.

ITEM 10: To consider the replacement of the external common area furniture in the BBQ area.

The EC reviewed images of various types of outdoor furniture and determined that new outdoor furniture should be of an all aluminium construction and should be bolted down to prevent it from being moved / removed from the property. The EC noted the furniture required includes six (6) three person chairs in a style similar to 'Urban Seat' (with a back and arms at each end) and one long table with fixed benches for the BBQ area. Based on catalog process the cost of purchasing this furniture from Botton & Gardiner is estimated at \$12,000.00 including GST.

The EC authorised the Chairman and the Treasurer to seek alternative quotations and to proceed with the purchase of this furniture at a price not to exceed \$12,000.00 including GST.

ITEM 11: General Business

Hydrant Diesel Pump:

The MA tabled two quotations from Eagle Fire Protection Pty Ltd for repairs to the Hydrant Diesel Pump. The two quoted repairs being:

- Replacement of a damaged section of exhaust, cost of \$975.00 plus GST, and,
- Replacement of a leaking circulation relief valve, cost of \$1,880.00 plus GST.

Neither of these faults prevent the pump from running at present.

The EC expressed concern at the frequency and cost of repairs to the hydrant diesel pump. The EC also noted that the hydrant diesel pump should only require to be operated for about ten (10) minutes a month and for one (1) hour, once a year, purely for fire safety compliance requirements. (NB: Subsequent investigations reveal the engine is currently being tested weekly which is excessive and fire services contracts will be examined and amended if possible).

Resolved that the OC obtain a second opinion on the repairs required to the hydrant diesel pump and have Caretaker investigate alternative repair solutions for non essential parts with plumbing contractor.

Access to communications room

The MA was instructed to ensure that the policy of Caretaker's staff logging access to the communications room and recording all ID details for telecommunications technicians is continued in force due to recent loss of service to various units caused by improper installation. The room is to continue to be kept locked.

Social Function

As requested at the recent AGM, a 'Social Function' for Lot owners and residents of the scheme is to be organized for late January / early February 2013, when most owners and residents will be back from school holidays.

Resolved that a sub-Committee be formed for the purpose of organizing this Function, and that the sub-Committee be composed of the current EC.

M2 Sound barrier wall

The wall is being installed in a position that indicates at least some influence was exerted by the OC in requesting that it be set back from our boundary fence. Ground floor tower unit occupants are reporting improvements in traffic noise reduction already.

CLOSURE There being no further business, the meeting was closed at 9.45pm.

MINUTES OF EXECUTIVE COMMITTEE MEETING OF STRATA SCHEME NO. 52948, HELD IN THE OFFICES OF RAINE & HORNE STRATA-SYDNEY, LEVEL 2, 51 RAWSON STREET EPPING ON 20TH FEBRUARY 2013 AT 7.30PM

ITEM 1

PRESENT: E Saulits, J Ward, S Quick, M Levitt & S Pogorelsky

APOLOGIES: R Hirschhorn, M McDonald

IN ATTENDANCE: P Bone from Raine & Horne Strata-Sydney
J Marshall (unit 162)

STAND IN CHAIRPERSON: J Ward

MOTION 1: That the minutes of the last committee meeting be approved.
S Pogorelsky moved that the last sentence of the first paragraph of Item 4 be amended to read "The SF has excess cash available pending payment of outstanding invoices."
Resolved that the proposed amendment be approved.
Resolved that the minutes of the Executive Committee Meeting held on 5th December 2012, as amended, be approved.

MOTION 2: Matters arising for the last Minutes:
On-site Wireless Internet Service Provider:
The Strata Manager is to follow this matter up and advise the Executive Committee of his findings.

Intercom Panel Lighting:
J Ward will talk to the Building Manager to ascertain the number of complaints received in relation to the lighting at the intercom panels located at each foyer entry of each tower.
Members of the Executive Committee are to investigate alternative intercom systems.
These findings are to be reported back to the Executive Committee for further consideration.

Cleaning of External Paved Areas:
The Building Manager is to obtain a quotation for the purchase of an external cleaning / scrubbing machine to clean the pathways and other paved areas throughout the complex, and forward this quotation to the Executive Committee for their further consideration.
J Ward advised the meeting that [redacted] has recently become aware of a chemical that can be used in conjunction with a stiff brush / broom that will also clean the paved areas. This potential cleaning method is to be further investigated and the findings are to be reported back to the Executive Committee for further consideration.

Hydrant Diesel Pump:

M Levitt advised the meeting that he has spoken to a diesel mechanic who has quoted him less than \$300.00 to clean and service the hydrant diesel pump and install a flexible hose connection to repair the damaged exhaust of this pump.

Resolved to approve this verbal quotation of less than \$300.00 for the servicing and repair of the diesel pump.

Access to the Communications Room:

Resolved that the Strata Manager is to provide a written instruction to the Building Manager that every person who enters the communications room MUST be recorded in a log book. Information to be collected includes name, company working for, contact telephone number, date, time and purpose for entering the communications room.

Social Function:

Resolved that a planned social function for all residents of the scheme be held on Saturday 6th April 2013, commencing from 4pm to dusk / nightfall and to be held on the tract of land located between the car wash bay and the recently erected sound barrier bordering the motorway.

As no Owners Corporation funds are to be expended for this function, several residents have already volunteered the use of BBQ's.

Further details of this function are to be worked out by the Executive Committee, and further information will be forthcoming when available.

MOTION 3:

To consider the Financial Position.

The meeting reviewed the interim financial statement and noted the scheme's financial position as at 31st January 2013 being:

- Administrative Fund \$10,821.22 debit
- Sinking Fund \$836,407.55 credit

The meeting noted that an additional \$50,000.00 had recently been added to term deposit for the purpose of earning additional interest.

The meeting confirmed the current financial position.

MOTION 4:

To receive a report from the Caretaker.

The Caretaker's (Building Manager) Report was tabled and reviewed.

Resolved that the Building Manager obtain quotations to replace the carpets in the four (4) lifts with tiles appropriate for a lift, and forward these quotations to the members of the Executive Committee for their further consideration.

The meeting also noted that rubber mats for the lifts must be retained for use when residents are moving in / out of the property so as to prevent damage to the lift floors.

The meeting discussed the on-going rodent problem and the actions taken by the Building Manager in an attempt to reduce / eliminate the damage being caused by these rodents.

Resolved that the Strata Manager again write to all residents requesting that garages / car spaces be kept neat and tidy, and that any unwanted material being stored in these garages / car spaces be removed and disposed of, for the purpose of reducing rodent activity in the basement parking area.

The meeting discussed on-going problems with the residents of some units continuing to hang washing on the balcony of their units.

The Building Manager is to notify the Strata Manager of which units are hanging washing on their balcony, and the Strata Manager will forward an appropriate By-Law Breach letter to the relevant occupants, with copies being sent to their respective rental agent or Lot owner.

Recent Building Inspection:

J Ward advised the meeting that several members of the Executive Committee, the Building Manager and the Strata Manager conducted a 'walk-around' of the property on Monday 18th February. The following items were reviewed and action determined:

Internal cleaning – hallway tiles throughout the tower blocks. The Building Manager is to undertake additional cleaning of the hallway tiles throughout the four (4) towers.

D Block foyer doors. Two quotations have now been obtained with a third to arrive in the next day or two. **Resolved** that the Building Manager and the Strata Manager be authorised to review the three quotations and approve the one deemed the most appropriate.

Pathways. Alternative cleaning methods are to be further investigated, as outlined in Motion 2 of these minutes.

Main pedestrian pathway. An additional length of fencing is to be installed for the purpose of preventing persons from cutting through the garden bed on the western side of the entrance pathway. A new seat / bench is to be placed along this pathway.

Hydrant diesel pump. Repair of the exhaust system of the hydrant diesel pump was discussed. Action taken as per Motion 2 of these minutes.

Garden bed walls. Steve, the new employee of the Building Manager, is to identify a section of garden bed wall that is showing significant signs of water penetration from the garden bed, scrape it back and paint it with a membrane based coating. This section of wall will then be monitored over a period of time to determine if the membrane coating has been successful in preventing water penetration / the leaching of salts & minerals etc. through the wall.

Stone benches. The two stone benches located outside the entrance to the swimming pool are to be moved around to the BBQ area and cleaned up for the purpose of providing additional seating close to the BBQ area.

MOTION 5:

To consider correspondence.

The Strata Manager advised the meeting that he had received written requests from the owners of Lots 59 and 88 to install gas connections within their respective units for the purpose of gas heating.

Resolved that these two requests be approved subject to the terms and conditions of the Special By-Law – Control of Common Gas Supply, as approved at the Annual General meeting held on 17th October 2012.

The Strata Manager advised the meeting that he had received, via the Building Manager, a copy of a Notice that the owner of Lot 162 has prepared and requested be attached to the scheme's notice board.

The Executive Committee reviewed the notice, determined that the notice is advertising a business being operated by the owner of Lot 162 and **resolved** not to permit this notice be installed on the notice board, in line with the long standing policy of not permitting business advertisements to be displayed on the scheme's notice board.

MOTION 6: To review the fire safety maintenance contract.

The meeting noted that the review of the fire safety maintenance contract was to be undertaken by _____, and that _____ was not present at this meeting.

Resolved to defer this matter to the next Executive Committee Meeting.

MOTION 7: General Business

The chairperson invited J Marshall to address the meeting.

J Marshall raised the following matters:

On-going problem with the telephone line in unit 162:

Mr Marshall advised the meeting that despite several visits by a technician, he was still experiencing intermittent problems with severe static on his telephone line.

Former Resident

Mr Marshall advised the meeting that he objects to a former resident of the scheme is operating an IT / internet business and soliciting business from residents of the scheme.

The meeting noted that these business relationships between individual parties are not an Owners Corporation responsibility and the Owners Corporation does not have the authority to intervene.

Notice for Notice Board:

Mr Marshall made brief reference to the notice that he had requested be attached to the scheme's notice board.

The matter was not further discussed as it had already been dealt with as part of Motion 5 of this meeting.

CAD Drawings:

Mr Marshall advised the meeting that he believes the Owners Corporation should be in possession of CAD drawings (detailed building plans) of the scheme for future and on-going maintenance purposes.

The meeting noted that despite vigorous efforts in the past to obtain CAD drawings from the developer, the developer had resolutely refused to provide these drawings.

Mr Marshall advised the meeting that the firm of architects responsible for preparing the building plans had recently gone into receivership and that it might be possible to obtain these plans from the administrator.

The Chairperson invited Mr Marshall to provide details of the administrator to the Executive Committee in order for this matter to be further investigated.

Mr Marshall advised the meeting that he had no further matters to raise.

S Pogorelsky raised the matter of recent correspondence from Mr J Marshall and questioned two of the comments made in this correspondence, being:

1. Mr Marshall's comment about the Building Managers.

Mr Marshall advised the meeting that he did have a problem with the Building Managers when he first moved into the property, however this problem has been resolved and requires no further attention.

2. Mr Marshall's comment about the legal dispute between the owner of Lot 158 and the Executive Committee, and his (Mr Marshall's) threat to have the Executive Committee dismissed if the matter is not resolved.

Mr Marshall advised the meeting that he felt as though he was 'caught in the middle' of the ongoing legal action between the owner of Lot 158 and the Executive Committee, but offered no further explanation of why he felt he was caught in the middle.

The Chairperson advised that all legal action to-date has been initiated by the owner of Lot 158, resulting in the Executive Committee needing to take appropriate action to defend the actions brought by the owner of Lot 158.

The Chairperson further advised that all applications lodged with the Consumer, Trader & Tenancy Tribunal (CTTT) by the owner of Lot 158 to-date, have been dismissed by the CTTT.

The Chairperson then asked Mr Marshall what action he believed could be taken to have this on-going matter resolved. Mr Marshall did not offer a solution to this on-going legal action.

CLOSURE

There being no further business, the meeting closed at 9.25pm.

"H"

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Level 2, 51 Rawson Street Epping
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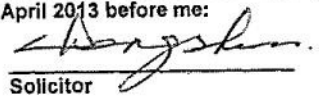
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Web www.bcms.com.au

MINUTES OF A PAPER EXECUTIVE COMMITTEE MEETING OF STRATA SCHEME NO. 52948 HELD IN THE OFFICES OF RAINE & HORNE STRATA-SYDNEY, LEVEL 2, 51 RAWSON STREET, EPPING HELD ON 28TH MARCH 2013 at 10.00 am.

VOTING PAPERS WERE RECEIVED FROM:

- E Saulits
- J Ward
- S Quick
- M Levitt
- M McDonald
- S Pogorelsky

This is the annexure marked "H" referred to in the statutory declaration of Peter Bone declared at Epping on 19 April 2013 before me:



Solicitor

SHAWN CHENG

MOTION 1 That the minutes of the last Committee Meeting be confirmed.
Carried

MOTION 2 That the Owners Corporation agree to appoint a representative/s to represent the Owners Corporation and attend Mediation at the Consumer, Trader & Tenancy Tribunal (CTTT) on 15th April 2013, in relation to an application lodged by the owner of Lot 158,
Defeated

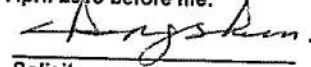
" I "

50

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Fax 02 8216 0331
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This is the annexure marked "I"
referred to in the statutory declaration
of Peter Bone declared at Epping on
19 April 2013 before me:



Solicitor

SHUN CHENG

NOTICE OF PAPER EXECUTIVE COMMITTEE MEETING

To: The Executive Committee Members
Strata Scheme No. 52948
1-15 Fontenoy Road
MACQUARIE PARK NSW 2114

NOTICE is hereby given of BUSINESS TO BE DEALT WITH AT A PAPER EXECUTIVE COMMITTEE MEETING OF STRATA SCHEME NO. 52948 to be held in The Offices of Raine & Horne Strata-Sydney, Level 2, 51 Rawson Street Epping on 26th April 2013 at 10.00am

MOTIONS

MOTION 1 That the minutes of the last Committee Meeting be confirmed.

MOTION 2 To Ratify Appointment of JS Mueller & Co in CTTT Appeal by Executive Committee

That it be noted that:

(a) the executive committee held a meeting on 9 July 2012;

(b) at that meeting:

- (i) the executive committee had before it and took into account a letter from J S Mueller & Co Solicitors to the owners corporation dated 2 July 2012 in which an estimate of \$6,600 - \$12,100 in legal costs was given for J S Mueller & Co to represent the owners corporation in the appeal lodged by (Lot 158) in the Consumer, Trader and Tenancy Tribunal (File No. SCS 12/32675) ("CTTT appeal");
- (ii) that letter was relied on by the executive committee to estimate that the cost of engaging J S Mueller & Co to represent the owners corporation in the CTTT appeal would not exceed \$12,000;
- (iii) a resolution was passed for the owners corporation to retain Adrian Mueller of JS Mueller & Co Solicitors to represent, and provide legal services to, the owners corporation as its lawyer in the CTTT and to enter into an appropriate costs agreement for that purpose;

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- (c) doubts have been raised over the validity of that meeting; and consequently;

That it be resolved to approve, confirm and, to the extent necessary, ratify the appointment of Mr Mueller of JS Mueller & Co to act as the lawyer for the owners corporation and to represent the owners corporation in the CTTT appeal.

MOTION 3 To Ratify Appointment of JS Mueller & Co in CTTT Appeal by Strata Manager

That it be noted that:

- (a) on 16 July 2012 the strata managing agent of the owners corporation, Peter Bone, received by email a costs agreement from Adrian Mueller of JS Mueller & Co Solicitors;
- (b) that costs agreement was dated 16 July 2012 and contained an offer for Mr Mueller of JS Mueller & Co to represent, and provide legal services to, the owners corporation as its lawyer in the appeal lodged by (Lot 158) in the Consumer, Trader and Tenancy Tribunal (File No.SCS 12/32675);
- (c) on 25 July 2012 the then strata managing agent of the owners corporation, Gary Webb, signed and entered into that costs agreement on behalf of the owners corporation;
- (d) on 25 July 2012 the strata managing agent of the owners corporation, Peter Bone, sent by email a copy of that costs agreement signed by Gary Webb to Adrian Mueller of JS Mueller & Co;
- (e) doubts have been raised over the validity of Gary Webb's act of signing and entering into that costs agreement on the owners corporation's behalf;
- (f) doubts have been raised over the validity of Peter Bone's act of sending by email copy of that costs agreement signed by Gary Webb to Adrian Mueller of JS Mueller & Co; and consequently;

That it be resolved:

- (g) to approve and, to the extent necessary, ratify the decision of Gary Webb to sign and enter into that costs agreement on behalf of the owners corporation;

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(h) to approve and, to the extent necessary, ratify the decision of Peter Bone to send by email a copy of that costs agreement signed by Gary Webb to Adrian Mueller of J S Mueller & Co; and

(i) to the extent necessary, approve that costs agreement.

DATE 10/4/13.....SIGNATURE .....
Members of Strata Community Australia (NSW)

Raine & Horne Strata - Sydney
Level 2, 51 Rawson Street Epping
Locked Bag 22, Haymarket NSW 1238

Telephone 02 9868 2999
Fax 02 8216 0331
Email strata@bcms.com.au
Web www.bcms.com.au

**MINUTES OF A PAPER EXECUTIVE COMMITTEE MEETING OF STRATA SCHEME
NO. 52948 HELD IN THE OFFICES OF RAINE & HORNE STRATA-SYDNEY, LEVEL
2, 51 RAWSON STREET, EPPING HELD ON 28TH MARCH 2013 at 10.00 am.**

VOTING PAPERS WERE RECEIVED FROM:

E Saulits

J Ward

S Quick

M Levitt

M McDonald

S Pogorelsky

MOTION 1 That the minutes of the last Committee Meeting be confirmed.

Carried

MOTION 2 That the Owners Corporation agree to appoint a representative/s to represent the Owners Corporation and attend Mediation at the Consumer, Trader & Tenancy Tribunal (CTTT) on 15th April 2013, in relation to an application lodged by the owner of Lot 158,

Defeated

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VOTING PAPER

STRATA SCHEME NO. 52948

Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April
2013 at 10.00am.

MOTION 1 I am in favour / against the motion being carried.

MOTION 2 I am in favour / against the motion being carried.

MOTION 3 I am in favour / against the motion being carried.

NAME:.....

LOT NUMBER:.....

SIGNATURE:.....

DATE:.....

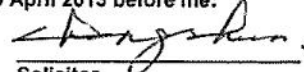
"J"

55

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Fax 02 8216 0331
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Web www.bcms.com.au

This is the annexure marked "J"
referred to in the statutory declaration
of Peter Bone declared at Epping on
19 April 2013 before me:



Solicitor

SHUN CHENG

VOTING PAPER

STRATA SCHEME NO. 52948

Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April
2013 at 10.00am.

MOTION 1 I am in favour / ~~against~~ the motion being carried.

MOTION 2 I am in favour / ~~against~~ the motion being carried.

MOTION 3 I am in favour / ~~against~~ the motion being carried.

NAME:..... F. L. SAULLITS.....

LOT NUMBER:..... 202.....

SIGNATURE:..... F. L. Saullits.....

DATE:..... 16/4/2013.....

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VOTING PAPER

STRATA SCHEME NO. 52948

Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April
2013 at 10.00am.

- MOTION 1 I am in favour / ~~against the motion being carried.~~ [#] Subject to correction to
- MOTION 2 I am in favour / ~~against the motion being carried.~~ reflect that
- MOTION 3 I am in favour / ~~against the motion being carried.~~ attention being
void on and
a motion
at 10:07 ad
AT CPTT
J

NAME: J.C. Ward

LOT NUMBER: 49

SIGNATURE: J.C. Ward

DATE: 17/4/13

19 Apr 13 08:17a

Ruth & Bob Luka

9889 3333

p.1

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VOTING PAPER

STRATA SCHEME NO. 52948

Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April 2013 at 10.00am.

MOTION 1 I am in favour / ~~against~~ the motion being carried.

MOTION 2 I am in favour / ~~against~~ the motion being carried.

MOTION 3 I am in favour / ~~against~~ the motion being carried.

NAME: Sandra Quick

LOT NUMBER: 130

SIGNATURE: [Signature]

18-11-12

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VOTING PAPER

STRATA SCHEME NO. 52948

Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April
2013 at 10.00am.

- * Insert : Subject to correction to reflect that attendance being voted on was a mediation at DOFT and NOT at CTTT.
- MOTION 1 I am in favour / ~~against~~ the motion being carried.
- MOTION 2 I am In favour / ~~against~~ the motion being carried.
- MOTION 3 I am in favour / ~~against~~ the motion being carried.

NAME: M. LEVITT

LOT NUMBER: 147

SIGNATURE: M. Levitt

DATE: 18/04/2013. 17:00.

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VOTING PAPER

STRATA SCHEME NO. 52948

Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April
2013 at 10.00am.

* Insert : Subject to correction to reflect that attendance being voted on was a mediation at DOFT and NOT at CTTT.

MOTION 1 I am in favour / ~~against~~ the motion being carried.

MOTION 2 I am in favour / ~~against~~ the motion being carried.

MOTION 3 I am in favour / ~~against~~ the motion being carried.

Ms. Maureen McDonald

NAME:..... MAUREEN Mc DONALD

LOT NUMBER:..... 151

SIGNATURE:..... *Ms. Maureen McDonald*

DATE:..... 18/04/2013. 17:00.

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VOTING PAPER

STRATA SCHEME NO. 52948

Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April
2013 at 10.00am.


MOTION 1 I am in favour / ^{of} ~~against~~ the motion being carried.

MOTION 2 I am in favour / ^{of} ~~against~~ the motion being carried.

MOTION 3 I am in favour / ^{of} ~~against~~ the motion being carried.

NAME: STAN ROGORELSKY

LOT NUMBER: 181

SIGNATURE: 

DATE: 16.4.2013

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VOTING PAPER

STRATA SCHEME NO. 52948

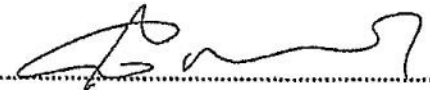
Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April
2013 at 10.00am.

- MOTION 1 I am in favour / ~~against~~^{*} the motion being carried.
- MOTION 2 I am in favour / ~~against~~ the motion being carried.
- MOTION 3 I am in favour / ~~against~~ the motion being carried.

* SUBJECT TO CORRECTION
TO REFLECT THAT ATTENDANCE
BEING VOTED ON WAS A
MEDIATION AT DOFT
AND NOT AT CTTT.

NAME:.....

LOT NUMBER:.....

SIGNATURE: 

DATE: 16/4/2013

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VOTING PAPER

STRATA SCHEME NO. 52948

Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April 2013 at 10.00am.

MOTION 1 I am in favour / ~~against~~ the motion being carried.

MOTION 2 I am in favour / ~~against~~ the motion being carried.

MOTION 3 I am in favour / ~~against~~ the motion being carried.

NAME: JEFFERY WANG

LOT NUMBER: 34

SIGNATURE: 

DATE: 16/4/13

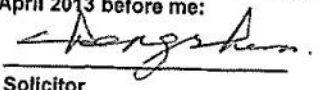
" K "

63

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Fax 02 8216 0331
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Web www.bcms.com.au

This is the annexure marked "K" referred to in the statutory declaration of Peter Bone declared at Epping on 19 April 2013 before me:



Solicitor

SHUN CHENG

MINUTES OF RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF STRATA SCHEME NO. 52948 PASSED BY WRITTEN VOTE OF EXECUTIVE COMMITTEE MEMBERS ON 19TH APRIL 2013.

VOTING PAPERS WERE RECEIVED FROM:

- E Saulits
- J Ward
- S Quick
- M Levitt
- M McDonald
- S Pogorelsky
- B Copland
- J Wang

MOTION 1 That the minutes of the last Committee Meeting be confirmed.

It was moved that Motion 2 of the Paper Executive Committee Meeting held on 28th March 2013 be amended from:

"That the Owners Corporation agree to appoint a representative/s to represent the Owners Corporation and attend Mediation at the Consumer, Trader & Tenancy Tribunal (CTTT) on 15th April 2013, in relation to an application lodged by the owner of Lot 158,

Defeated"

to read:

"That the Owners Corporation agree to appoint a representative/s to represent the Owners Corporation and attend Mediation at the Office of Fair Trading (OFT) on 15th April 2013, in relation to an application lodged by the owner of Lot 158, "

Defeated"

Resolved that proposed amendment to Motion 2 be approved.

Resolved that the Minutes of the Paper Committee Meeting held on 28th March 2013, as amended, be approved.

MOTION 2 To Ratify Appointment of JS Mueller & Co in CTTT Appeal by Executive Committee

That it be noted that:

- (a) the executive committee held a meeting on 9 July 2012;
- (b) at that meeting:
 - (i) the executive committee had before it and took into account a letter from J S Mueller & Co Solicitors to the owners corporation dated 2 July 2012 in which an estimate of \$6,600 - \$12,100 in legal costs was given for J S Mueller & Co to represent the owners corporation in the appeal lodged by (Lot 158) in the

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Consumer, Trader and Tenancy Tribunal (File No. SCS 12/32675)
("CTTT appeal");

- (ii) that letter was relied on by the executive committee to estimate that the cost of engaging J S Mueller & Co to represent the owners corporation in the CTTT appeal would not exceed \$12,000;
- (iii) a resolution was passed for the owners corporation to retain Adrian Mueller of JS Mueller & Co Solicitors to represent, and provide legal services to, the owners corporation as its lawyer in the CTTT and to enter into an appropriate costs agreement for that purpose;
- (c) doubts have been raised over the validity of that meeting; and consequently;

That it be resolved to approve, confirm and, to the extent necessary, ratify the appointment of Mr Mueller of JS Mueller & Co to act as the lawyer for the owners corporation and to represent the owners corporation in the CTTT appeal.

Resolved.

MOTION 3 To Ratify Appointment of JS Mueller & Co in CTTT Appeal by Strata Manager

That it be noted that:

- (a) on 16 July 2012 the strata managing agent of the owners corporation, Peter Bone, received by email a costs agreement from Adrian Mueller of JS Mueller & Co Solicitors;
- (b) that costs agreement was dated 16 July 2012 and contained an offer for Mr Mueller of JS Mueller & Co to represent, and provide legal services to, the owners corporation as its lawyer in the appeal lodged by [redacted] (Lot 158) in the Consumer, Trader and Tenancy Tribunal (File No.SCS 12/32675);
- (c) on 25 July 2012 the then strata managing agent of the owners corporation, Gary Webb, signed and entered into that costs agreement on behalf of the owners corporation;
- (d) on 25 July 2012 the strata managing agent of the owners corporation, Peter Bone, sent by email a copy of that costs agreement signed by Gary Webb to Adrian Mueller of J S Mueller & Co;
- (e) doubts have been raised over the validity of Gary Webb's act of signing and entering into that costs agreement on the owners corporation's behalf;
- (f) doubts have been raised over the validity of Peter Bone's act of sending by email copy of that costs agreement signed by Gary Webb to Adrian Mueller of J S Mueller & Co; and consequently;

That it be resolved:

- (g) to approve and, to the extent necessary, ratify the decision of Gary Webb to sign and enter into that costs agreement on behalf of the owners corporation;

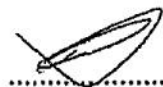
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- (h) to approve and, to the extent necessary, ratify the decision of Peter Bone to send by email a copy of that costs agreement signed by Gary Webb to Adrian Mueller of J S Mueller & Co; and
- (i) to the extent necessary, approve that costs agreement.

Resolved.

Dated: 19th April 2013



.....
Chairperson

"L"

66

Adrian Mueller

From: Debbie Downes [DebbieD@]
Sent: Tuesday, 16 April 2013 1:52 PM
Subject: SP52948 - 1-15 Fontenoy Road Macquarie Park
Attachments: img-416134244-0001.pdf

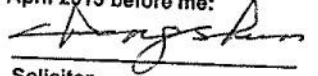
Dear Committee Members,

Please find attached an agenda for the forthcoming Paper Executive Committee Meeting for your information and attention.

Kind Regards

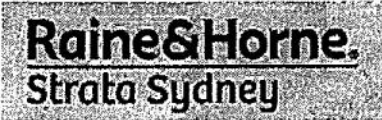
Debbie Downes

This is the annexure marked "L" referred to in the statutory declaration of Peter Bone declared at Epping on 19 April 2013 before me:




Solicitor

SHUN CHENG



Raine & Horne Strata-Sydney
Level 2, 51 Rawson Street Epping NSW 2121
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www.bcms.com.au

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Web www.bcms.com.au



16 April 2013

The Executive Committee Members
Strata Scheme No. 52948
1-15 Fontenoy Road
MACQUARIE PARK NSW 2114

Dear Committee Member,

RE : PAPER EXECUTIVE COMMITTEE MEETING

Attached please find an agenda for a Paper Executive Committee Meeting to consider confirmation of the appointment of Mr Adrian Mueller of J S Mueller & Co Solicitors to represent the Owners Corporation in matters bought before the CTTT by the owner of Lot 158.

There is no requirement to attend this meeting, although we kindly requested that you reply by the due date via either fax (8216 0331), email (peterb@bcms.com.au) or regular mail. If responding via email, please state your voting intentions by completing the attached voting paper, scanning and return emailing.

Yours faithfully,
Raine & Horne Strata-Sydney

A handwritten signature in black ink, appearing to read 'Peter Bone', written over a horizontal line.

Peter Bone

Raine & Horne Strata - Sydney
Level 2, 51 Rawson Street Epping
Locked Bag 22, Haymarket NSW 1238

Telephone 02 9868 2999
Fax 02 8216 0331
Email strata@bcms.com.au
Web www.bcms.com.au

NOTICE OF PAPER EXECUTIVE COMMITTEE MEETING

To: The Executive Committee Members
Strata Scheme No. 52948
1-15 Fontenoy Road
MACQUARIE PARK NSW 2114

NOTICE is hereby given of BUSINESS TO BE DEALT WITH AT A PAPER EXECUTIVE COMMITTEE MEETING OF STRATA SCHEME NO. 52948 to be held in The Offices of Raine & Horne Strata-Sydney, Level 2, 51 Rawson Street Epping on 26th April 2013 at 10.00am

MOTIONS

MOTION 1 That the minutes of the last Committee Meeting be confirmed.

MOTION 2 To Ratify Appointment of JS Mueller & Co in CTTT Appeal by Executive Committee

That it be noted that:

- (a) the executive committee held a meeting on 9 July 2012;
- (b) at that meeting:
 - (i) the executive committee had before it and took into account a letter from J S Mueller & Co Solicitors to the owners corporation dated 2 July 2012 in which an estimate of \$6,600 - \$12,100 in legal costs was given for J S Mueller & Co to represent the owners corporation in the appeal lodged by [redacted] (Lot 158) in the Consumer, Trader and Tenancy Tribunal (file No. SCS 12/32675) ("CTTT appeal");
 - (ii) that letter was relied on by the executive committee to estimate that the cost of engaging J S Mueller & Co to represent the owners corporation in the CTTT appeal would not exceed \$12,000;
 - (iii) a resolution was passed for the owners corporation to retain Adrian Mueller of JS Mueller & Co Solicitors to represent, and provide legal services to, the owners corporation as its lawyer in the CTTT and to enter into an appropriate costs agreement for that purpose;

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- (c) doubts have been raised over the validity of that meeting; and consequently;

That it be resolved to approve, confirm and, to the extent necessary, ratify the appointment of Mr Mueller of JS Mueller & Co to act as the lawyer for the owners corporation and to represent the owners corporation in the CTTT appeal.

MOTION 3 To Ratify Appointment of JS Mueller & Co in CTTT Appeal by Strata Manager

That it be noted that:

- (a) on 16 July 2012 the strata managing agent of the owners corporation, Peter Bone, received by email a costs agreement from Adrian Mueller of JS Mueller & Co Solicitors;
- (b) that costs agreement was dated 16 July 2012 and contained an offer for Mr Mueller of JS Mueller & Co to represent, and provide legal services to, the owners corporation as its lawyer in the appeal lodged by [redacted] (Lot 158) in the Consumer, Trader and Tenancy Tribunal (File No.SCS 12/32675);
- (c) on 25 July 2012 the then strata managing agent of the owners corporation, Gary Webb, signed and entered into that costs agreement on behalf of the owners corporation;
- (d) on 25 July 2012 the strata managing agent of the owners corporation, Peter Bone, sent by email a copy of that costs agreement signed by Gary Webb to Adrian Mueller of J S Mueller & Co;
- (e) doubts have been raised over the validity of Gary Webb's act of signing and entering into that costs agreement on the owners corporation's behalf;
- (f) doubts have been raised over the validity of Peter Bone's act of sending by email copy of that costs agreement signed by Gary Webb to Adrian Mueller of J S Mueller & Co; and consequently;

That it be resolved:

- (g) to approve and, to the extent necessary, ratify the decision of Gary Webb to sign and enter into that costs agreement on behalf of the owners corporation;

Raine & Horne Strata - Sydney
Level 2, 51 Rawson Street Epping
Locked Bag 22, Haymarket NSW 1238

Telephone 02 9868 2999
Fax 02 8216 0331
Email strata@bcms.com.au
Web www.bcms.com.au

- (h) to approve and, to the extent necessary, ratify the decision of Peter Bone to send by email a copy of that costs agreement signed by Gary Webb to Adrian Mueller of J S Mueller & Co; and
- (i) to the extent necessary, approve that costs agreement.

DATE 10/4/13.....SIGNATURE.....
 Members of Strata Community Australia (NSW)

Raine & Horne Strata - Sydney
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**MINUTES OF A PAPER EXECUTIVE COMMITTEE MEETING OF STRATA SCHEME
NO. 52948 HELD IN THE OFFICES OF RAINE & HORNE STRATA-SYDNEY, LEVEL
2, 51 RAWSON STREET, EPPING HELD ON 28TH MARCH 2013 at 10.00 am.**

VOTING PAPERS WERE RECEIVED FROM:

E Saulits

J Ward

S Quick

M Levitt

M McDonald

S Pogorelsky

MOTION 1 That the minutes of the last Committee Meeting be confirmed.

Carried

MOTION 2 That the Owners Corporation agree to appoint a representative/s to represent the Owners Corporation and attend Mediation at the Consumer, Trader & Tenancy Tribunal (CTTT) on 15th April 2013, in relation to an application lodged by the owner of Lot 158,

Defeated

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VOTING PAPER

STRATA SCHEME NO. 52948

Executive Committee Meeting for Strata Scheme No. 52948 to be held on the 26th April 2013 at 10.00am.

MOTION 1 I am in favour / against the motion being carried.

MOTION 2 I am in favour / against the motion being carried.

MOTION 3 I am in favour / against the motion being carried.

NAME:.....

LOT NUMBER:.....

SIGNATURE:.....

DATE:.....

"M"

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https://intramed.piacute.com.au/cgi-bin/myportal/du/p/15/12/14/du... Portal - My Tasks
 Edit View Favorites Tools Help 119476508708.html Free Hotmail X Login to ComX Suggested Site: Webpage has expired

My Tasks My Portfolio Documents Select Welcome PICAPUS BR NSW Helpdesk What's New Returnmap Common Forms Knowledge Centre Marketing & BD Telephone Directory All Sources Log Out

General Tasks
 Division NSW Branch Task ID F111031158 Subject Assignee Debbie Downes
 Category Meetings Status
 Email Reassign CreateTask NewTask Reset Refresh
 Task ID F111031153 Category Meetings Subject PCH Agenda Meeting 18/4/13 Plan 52948 Assignee David McNaughtan Status CLOSED Urgency High Due Date 18/04/2013 Received 16/04/2013 Closed Date 16/04/2013

Go to Home Go to Home

This is the annexure marked "M" referred to in the statutory declaration of Peter Bone declared at Epping on 19 April 2013 before me::

[Signature]

Solicitor

SHUN CHENG