



**MINUTES OF A MEETING OF THE COMMITTEE OF CATHEDRAL PLACE COMMUNITY
BODY CORPORATE MCP 106902 HELD AT THE MEETING ROOM, CATHEDRAL PLACE
ON MONDAY 6 OCTOBER 2008 AT 8.30 PM**

<u>Representation:</u>	Peter Zunker Pat Brown Tony Rich Brian Fisher John Gilliland	Cathedral Place 'A' – Notre Dame Cathedral Place 'B/C' – Oxford & Cambridge Cathedral Place 'D & E' – Canterbury & Westminster Cathedral Place 'F' – Duhig : Proxy To Ken Morrisby Cathedral Village
<u>Present by Proxy:</u>	Ken Morrisby	Cathedral Place 'G & H' – Kensington & Sandringham By Proxy to Brian Fisher
<u>Present:</u>	Conrad Beal Kristine Ceraolo Noel Murphy Kelvin Abrahams John Delaat Todd Raumer	Body Corporate Manager, Archers Body Corporate Mgt P/L Committee Member and Owner, Oxford & Cambridge Committee Member and Owner, Notre Dame Committee Member and Owner, Notre Dame Committee Member and Owner, Canterbury & Westminster and Oxford & Cambridge Resident Oxford & Cambridge

Chairman: Tony Rich, the Body Corporate Chairman, chaired the meeting and declared that a quorum was constituted as there was more than half (50%) of all members of the committee being present.

Confirm Minutes: Minutes of previous meeting to be considered at the next meeting

Motion to Appoint Caretaker
The motion to appoint the Caretaker was ruled out of order at the Extraordinary General Meeting held prior to this meeting
Members discussed the format of a motion for the Committee to place on the agenda of a further Extraordinary General Meeting
Section 190 of BUGTA was considered in deciding the format of the motion
Body Corporate Manager advised that he considered that, as in the EGM, a motion such as this should include both options at the EGM. John Gilliland advised that the Committee can make the decision at the Committee meeting to consider two options/proposals/tenders and then place one option to the general meeting.

RESOLVED that:-

1. The Committee has received and considered two (2) proposals (tenders) for provision of Caretaking services at Cathedral Place for the next 12 months
2. An Extraordinary General Meeting be called for 12th October 2008 and the following motion be placed on the agenda
Engagement of Caretaker for the Next 12 Months
That the Cathedral Place Community Body Corporate engage Star Building Management Services to provide Caretaking Services to the Cathedral Place Community Body Corporate and all Residential Subsidiary Bodies Corporate on the terms of their proposal dated 18 September 2008 for 12 months from 4 November 2008 on the same terms and conditions as the existing Caretaking Agreement to provide the services described in the Del Linkhorn time and motion report
Except that Clause 16 "Termination" from the Gadens Lawyers Draft New Caretaking Agreement be included in lieu of the termination provisions of the existing Caretaking Agreement
And that the hours during which the Caretaker maintains an office open for residents shall be 9am to 5pm Monday to Friday and 9am to 1pm Saturday (public holidays excepted)
And that the Chairman is authorised to enter into (and sign) a contract with Star Building Management Services
3. That the Chairman meet with Star Building Management Services to provide a copy of the motion and to confirm they agree to the requirements of the motion
Carried 6 For, 0 Against, 0 Abstain

The Body Corporate Manager proposed that the motions which were ruled out of order at the EGM of 25 September 2008 be placed on the agenda of the EGM

RESOLVED that the following motions be placed on the agenda of the EGM:-

Ordinary Resolution - Variation to Caretaking Agreement:

"That the body corporate consent to the following variation of the caretaking agreement dated 7 January 1999 between the body corporate and Cathedral Place Management Pty Ltd, subsequently assigned to Edward Charles Zunker and Lorraine Zunker:-

(a) Inserting a new clause 8.3 into the Caretaking Agreement as follows:

The Caretaker has the option to renew this Agreement for a further period of 12 months (12), from 4 November 2008 until 3 November 2009. The renewed term will be upon the same terms and conditions as this Agreement except this clause shall be omitted. If the Caretaker wishes to exercise this option the Caretaker must give notice in writing to the Committee not less than three (3) calendar months and not more than six (6) calendar months prior to 3 November 2008, and that the body corporate enter into and sign under seal the deed of variation to the caretaking agreement as attached to this agenda."

Resolution Without Dissent - Amendment of By-laws

That Motion 2 passed at the AGM held on May 11, 2006, by which the Body Corporate purported to amend its By-laws by adding a new By-law 29 which deleted part of By-law 22, deleted By-law 22A and replaced By-law 23, be revoked so that By-laws 22-23, as reprinted below, in place at May 11, 2006, remain unchanged.

Original By-laws 22-23 to remain unchanged

22. Use of Building Manager's Lot

Lot 4 in the Building Units Plan to be known as Notre Dame, and Lot 64 in the Building Units Plan known as Oxford and Cambridge and until both of these lots are completed and registered such other lot or combination of lots in Cathedral Place as are used for the purposes of management and letting in accordance with By-law 23 ("the Management Unit") may be used for the purposes of Management of the property and for the sale and letting of units in the buildings on behalf of the proprietors, and the rendering of such services to occupants of units in the building and may without the consent of the Body Corporate Committee display signs or notices for the purposes of offering for sale or for lease or for letting any unit in the building. The right to use the said lots for these purposes must not be revoked without the written consent of the proprietor of the lot. For the purposes aforesaid the Body Corporate shall have power to grant to the proprietor of the Management Unit the right to carry on in the property the business of letting units in the building and for the purpose to enter into any appropriate agreement on such terms and conditions as the Body Corporate may deem fit.

22A.

Except as authorised in By-law 22, the Body Corporate prohibits the use of any part of the Cathedral Place Development (which includes the common property of the Community Body Corporate and all the lots and common property of the buildings known as Cathedral Village, Duhig, Kensington and Sandringham, Canterbury and Westminster, Oxford and Cambridge and Notre Dame) for the purposes of the sale and letting of the lots or car parks within the development on behalf of proprietors except for the sale of lots within the development by Cathedral Place Developments Pty Ltd

23 Body Corporate Empowered to Enter Into Agreements

(a) The Body Corporate shall be empowered to enter into Agreements from time to time with the proprietor of the Management Unit or any party associated with the said proprietor who has care and control of the said lot to caretake and or manage the common property of subsidiary bodies corporate and the buildings at Cathedral Place and to let lots upon such terms and conditions as the Body Corporate shall decide upon in general meeting

(b) The proprietor of the Management Unit, or any party associated with the said proprietor who has care and control of the said lot is authorised to be the letting agent for such of the proprietors of Cathedral Place who shall desire to appoint such party as their letting agent

(c) The Committee of the Body Corporate hereby consents to the manager's application to the Auctioneers and Agents Committee of the Office of Corporate Affairs to conduct a letting business in relation to the units in Cathedral Place from the Management Unit

Resolution Without Dissent –

Add New By-Laws – Noise & Nuisance and Use of Pool & Other Facilities

That the following By-laws be approved and adopted by the Body Corporate and that the By-laws be recorded and registered at the Titles Office

1. Noise & Nuisance (Amendment of By-law 6)

1.1 No offensive activity shall be carried on the parcel, which shall include the scheme (subsidiary body corporate), on the Cathedral Place scheme (including the community body corporate and all subsidiary bodies corporate) or in any Lot nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the lot owners or occupiers of other Lots or any other person lawfully using the common property in particular and without limiting the generality of the foregoing:-

1.1.1 No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes), noisy or smoking vehicles, large power equipment or large

power tools, or items which may unreasonably interfere with television or radio reception of any resident.

- 1.1.2 All radio or television receivers, musical instruments, CD/DVD players and the like shall be controlled so that the sound arising therefrom shall be reasonable and cannot cause annoyance to any other occupiers on the parcel.
- 1.1.3 No child, servant or guest of an owner or occupier of a lot shall be permitted to cause any annoyance to other occupiers on the parcel.
- 1.1.4 In the event of any unavoidable noise in a lot at any time the owner or occupier thereof shall take all practical means to minimize annoyance to other occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 1.1.5 Guests, invitees and the like leaving after 11.00 p.m. shall be requested by their hosts to leave quietly. Quietness also shall be observed when an occupier of a lot returns to the complex late at night or early morning hours.
- 1.1.6 The activity shall include any activity which may be detrimental to the health and wellbeing of other occupiers, any person lawfully using the common property or the neighbourhood, which shall include smoking and any result from smoking

2. Use Of Pool & Other Facilities *New By-law*

- 2.1 All owners and occupiers of residential lots in Cathedral Place may use the swimming pool and pool area, spa (if any), sauna (if any), barbecue area, foyer, and all facilities on the common property of the parcel subject to the following rules, or others the Committee may from time to time make, which will, where appropriate, apply to all guests or invitees of lot owners or occupiers.
 - 2.1.1 The swimming pool, spa (if any), sauna (if any), barbecue area, foyer, and associated facilities will not be used by guests or invitees unless accompanied by the host, lot owner or occupier;
 - 2.1.2 Children below the age of thirteen (13) years will at all times be accompanied by an adult owner or occupier exercising effective control over them;
 - 2.1.3 Alcoholic beverages are not to be consumed in or around the swimming pool enclosures but may be consumed in and around the barbecue area;
 - 2.1.4 Running, rough play in or out of the pool, excessive splashing, improper diving from the board (if any) or sides or running and jumping into the pool so as to create a large splash (bombing) is prohibited.
 - 2.1.5 Food, glass, breakable items, and pets will not be brought into the pool and spa (if any) areas;
 - 2.1.6 The swimming pool, spa (if any), sauna (if any), and barbecue areas may only be used between the hours of 7.00 am and 10.00 pm, or as displayed on the 'Pool Rules' sign adjacent to the pool. Such hours of use to be determined by the Committee of the Subsidiary or Community Body Corporate.
 - 2.1.7 The cooking appliances and appurtenances thereto are to be used in a proper manner and turned off according to their operating instructions, and such appliances and appurtenances are to be thoroughly cleaned after use;
 - 2.1.8 After facilities are used, the relevant area is to be left in a clean and tidy state and available to the next users. Failing to comply with this may incur a cleaning cost;
 - 2.1.9 Common property and Body Corporate assets will not be defaced, damaged or removed;
 - 2.1.10 The Body Corporate or Caretaker may operate a reservation system for common property facilities and assets with which lot owners and occupiers shall comply.
 - 2.1.11 Failure to abide by these By-laws, which shall include, but not be limited to, providing resources (including cleaning staff, equipment or specialist contractors and hire of equipment) or payment of any fines or fees issued by any local or federal authority, any required repair or replacement shall be paid by the occupant or the owner of the unit.

Resolution Without Dissent – Deletion of By-law 28

That the Body Corporate delete By-law 28 as set out below and the Body Corporate's solicitors be authorised to take all steps required to remove By-law 28 from the B-laws of the Body Corporate

28. Restricted Community Property – Visitors Car Park

(a) Application of By-law

This By-law applies to the Visitor Carpark on the plan attached to this By-law ("Visitor Carpark"). Part of the Visitors Carpark is Community Common Property and part of the Visitors Carpark is Common Property for the Subsidiary Body Corporate known as "Notre Dame". The By-law applies to the portion of the Visitors Carpark that is on Community Common Property. The By-law is intended to apply to that portion of the Visitors Carpark that is common property for Notre Dame on registration of an easement from the Proprietors Notre Dame BUP 106911 granting the benefit of that area to the Community Body Corporate for carparking purposes

(b) Persons Entitled To Use

The persons entitled to use the Visitors Carpark are the Proprietors "Cathedral Village" 106957 and any person authorised by them, all of whom are individually and collectively referred to as "Authorised Persons"

(c) Conditions of Use

The Proprietors "Cathedral Village" 106957 must ensure that the Visitors Carpark is used:- (i) only for the purposes ancillary to the Mixed Use Development of Cathedral Place; (ii) in a manner that complies with the By-laws from time to time for the Cathedral Place Community Body Corporate

(d) Maintenance

The Proprietors "Cathedral Village" 106957 must maintain the Visitors Carpark in a state similar to the other carparking areas on the common property for the Cathedral Place Community Body Corporate

General Business:

Lift Servicing

The quality of the servicing of lifts was discussed, The contractor, Otis elevators, is being closely monitored.

Workplace Health & Safety Audit

Body Corporate Manager reminded members of the requirement to do a Workplace Health & Safety Audit. A quote from Archers had been previously considered. John Gilliland to chase up another provided

Vending Machines

Pat Brown advised that Oxford & Cambridge have installed drink machines on their common property. Existing machines on Community common property will remain where they are sited. Approval will be required to locate them on common property. The use of Community common power needs to be considered. Profits from machines to go to Restricted Admin Fund *BCC*

Fire Maintenance Contracts

Quotes from Spectrum Fire and Wormald were further considered. Brian Fisher advised the cover in the Wormald proposal may be a potential problem Both proposals to be considered for adequate insurance cover *Spectrum*

Email re Nightclub Noise

Tony Rich advised of an email received from Barry Budd, Owner in Duhig, regarding nightclub noise. He advised that he had met with the owner of the nightclub and had been advised that the noise concerns are being addressed and soundproofing was being installed. He will further consider and monitor the noise issue.

Invoice – Land Tax

Invoice for Land Tax of \$21,907.23 received
Resolved that invoice be approved for payment from Unrestricted Admin Fund
Carried 6 For, 0 Against, 0 Abstain

Invoice - Nicholsons

Invoice from Nicholsons for \$253.00 legal work received
Resolved that invoice be approved for payment from Unrestricted Admin Fund
Carried 6 For, 0 Against, 0 Abstain

The meeting was closed at 9.15 pm

Confirmed.

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Chairman