



MINUTES OF AN EXTRAORDINARY GENERAL MEETING OF CATHEDRAL PLACE COMMUNITY BODY CORPORATE MCP 106902 HELD AT MEETING ROOM, CATHEDRAL PLACE ON THURSDAY 14 OCTOBER 2008 AT 6.00 PM

<u>Representation:</u>	Mr Peter Zunker Mr Pat Brown Mr Tony Rich Mr Brian Fisher Mr John Gilliland Mr Conrad Beal	Representative - 'A' – Notre Dame Representative - 'B/C' – Oxford & Cambridge (from 7.05pm) Representative - 'D/E' – Canterbury & Westminster Representative - 'F' - Duhig Representative - Cathedral Village Body Corporate Manager, Representing Archers Corporate Management Pty Ltd
<u>Present by Proxy:</u>	Mr Ken Morrisby	Representative - 'G/H' – Kensington & Sandringham By Proxy to Brian Fisher
<u>Present:</u>	Kristine Ceraolo Kelvin Abrahams Doris Engel Jose Macalino	Committee Member and Owner, Oxford & Cambridge Committee Member and Owner, Notre Dame Committee Member and Owner, Oxford & Cambridge Owner, Canterbury & Westminster

Quorum: As greater than 25% of the representatives were represented in person a quorum was formed.

Chairman: Mr Tony Rich, the Body Corporate Chairman, chaired the meeting. He declared the meeting open at 6.00 pm

The Chairman raised correspondence received from Mr Michael Baker and Queensland Law regarding Caretaking at Cathedral Place. A copy of the letters was provided to all members. The content was discussed. Peter Zunker advised that John Gilliland was the company nominee for Unit A109, not Michael Baker.

The Chairman requested that the minutes record how each of the representatives voted on all motion.

All members agreed that the Committee has met the requirement to pursue 2 tenders/options for the Caretaking Agreement for the next 12 months until the tender process can be completed. The Chairman raised correspondence received from Mr Michael Baker and Queensland Law regarding Caretaking at Cathedral Place. A copy of the letters was provided to all members. The content was discussed.

The Chairman requested that the minutes record how each of the representatives voted on all motion.

All members agreed that the Committee has met the requirement to pursue 2 tenders/options for the Caretaking Agreement for the next 12 months until the tender process can be completed

Peter Zunker requested that all motions be voted on by poll vote
All bodies corporate were declared financial

Motion 1 The following motion was read to the meeting:-

Ordinary Resolution "That the Minutes of the Adjourned Extraordinary General Meeting held on 6th Reconvened on 13th October 2008, Adjourned and reconvened on 14th October 2008 be adopted as a true and correct record."

Minutes of Previous Meeting

The motion was ruled out of order as the Adjourned Extraordinary General Meeting was reconvened to after this meeting and minutes are therefore not available

Motion 2 The following motion was read to the meeting:-

Ordinary Resolution "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 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

Engagement of Caretaker for the Next 12 Months

and motion report

And that Clause 15 in the existing Caretaking Agreement be replaced with Clause 16 from the Draft Caretaking Agreement provided by Gadens Solicitors and attached to this notice

And that the hours during which the Caretaker maintains an office open for residents shall be 9am to 5pm Monday to Friday (Public Holidays excepted) and 9am to 1pm on Saturdays (Public Holidays excepted)

And that that the Chairman is authorised to enter into and sign a contract with Star Building Management Services on those terms”

Following advice from the Body Corporate Manager the Chairman advised that the motion requires amendment before it can be voted on under an Ordinary resolution, and he proposed the motion to read:-

Motion With Alternatives

“That the Cathedral Place Community Body Corporate engage a contractor to provide Caretaking Services to the Cathedral Place Community Body Corporate and all Residential Subsidiary Bodies Corporate for 12 months from 4 November 2008 on the same terms and conditions as the existing Caretaking Agreement and Deed of Assignment and Variation to the Caretaking Agreement dated 23 February 2000 to provide services as described in the Del Linkhorn time and motion report

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 following options (proposals) be considered and that one option (proposal) be accepted

And that the Chairman and one other Committee member is authorised to sign (execute) the Deed of Variation or deed of Engagement (as appropriate) on those terms”

Alternatives

Option 1. Star Building Management Services - \$476,992.00

OR

Option 2. Edward Charles and Lorraine Zunker - \$790,883.52”

Peter Zunker, Representative for Notre Dame, requested an amendment to the motion with the addition of :-

- “1. That at the Second Schedule (Page 9) of the Caretaking Agreement at Section D it be added that “The duties are to be performed to the level outlined in the Del Linkhorn report at “Caretakers Duties & Responsibilities Time Schedule” (Sheets A-1, 2, 3,4) as a new Section D”; and
2. That Clause 15.1 (a) be deleted and replaced with “If the Caretaker fails to perform the duties to the standard as set out in Section D, Second Schedule (as amended) to the satisfaction of the Committee
3. That the final draft Deed of Engagement or Deed of Variation (as appropriate) be approved by the Committee before execution (signing)”

The amendments were accepted by members.

Following advice from the Body Corporate Manager the Chairman advised that the motion requires the following amendments to enable the parts of the Caretaking Agreement that would be no longer applicable where Star Building Services Management is engaged as the Caretaker

The following amendments were read to the meeting:-

- “1. That the Deed of Engagement (as required) include the following amendments to the Caretaking Agreement:-
 - a. Paragraph 2.1 “Appointment of Caretaker” be deleted
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- b. Paragraph 8 "Option To Renew" be deleted
 - c. Paragraphs 13.1, 13.2, 13.3, and 13.4 "Assignment" be deleted and replaced with "13.1 – The Caretaker can not assign its interest in this Agreement"
 - d. Paragraph 18 "Caretaker's Unit" be deleted
 - e. First Schedule : "Remuneration" be deleted
2. That the Deed of Engagement (as required) include the following amendment to the Deed of Assignment Variation dated 23 February 2000
- a. Paragraph 1.1 "Variation" (relating to salary amount) be deleted"

The amendments were accepted by members.

Following advice from the Body Corporate Manager the Chairman advised that the motion requires the following amendment to enable a solicitor to be engaged and to ensure any Deed be signed by the Chairman and one other Committee member

The following amendment was read to the meeting:-

"And that a solicitor be engaged to produce the Deed of Engagement or Deed of Variation (as required) and that the Deed be executed by the Body Corporate and that the Chairman and one other Committee member sign the Deed for the Body Corporate"

The motion with all amendments was then read to the meeting

This motion was **carried** with votes received as follows :-

YES: 'D & E' – 98, 'F' – 84, 'G & H' – 96, 'Cathedral Village' – 143 = 421

NO: 'A' – 157, 'B & C' - 72 = 229

ABSTAIN: 0

The Alternatives were then considered

"Alternatives

Option 1. Star Building Management Services - \$476,992.00

OR

Option 2. Edward Charles and Lorraine Zunker - \$\$790,883.52

Option 1 was carried with votes received as follows :-

YES: 'D & E' – 98, 'F' – 84, 'G & H' – 96, 'Cathedral Village' – 143 = 421

NO: 'A' – 157, 'B & C' - 72 = 229

ABSTAIN: 0

Motion 3

The following motion was read to the meeting:-

Ordinary Resolution

"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:-

**Deed of Variation :
Caretaking
Agreement**

(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."

The motion was ruled out of order following resolution of the previous motion

Motion 4

Resolution Without Dissent

Amendment to By-laws

The following motion was read to the meeting:-

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

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

Peter Zunker advised that he did not submit the motion as a resolution without dissent and he had no recollection of the committee resolving to submit this motion to the general meeting. His recollection is that only motion1 had been submitted by the committee at the meeting on the 6th October 2008. The McMahon Clarke advice

submitted by John Gilliland dated 24/9/2008 also confirmed that the area was not community property and was therefore a comprehensive resolution.

The motion was lost with votes received as follows :-

YES: 'A' – 157, 'B & C' – 72, 'D & E' – 98, 'F' – 84, 'G & H' – 96 = 507

NO: 'Cathedral Village' – 143

ABSTAIN: 0

Motion 5

The following motion was read to the meeting:-

Resolution Without Dissent

Amendment to By-laws

"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."

Section 2.1 of the motion was amended to read as follows and considered:

- 2.1. Owners and occupiers of lots in the scheme who are appropriately authorised by By-law 27 may use the swimming pool and pool area, spa (if any), sauna (if any), barbecue area, foyer, and other restricted community property facilities 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."

The motion was carried with votes received as follows :-

YES: 'A' – 157, 'B & C' – 72, 'D & E' – 98, 'F' – 84, 'G & H' – 96, Cathedral Village' = 650

NO: 0

ABSTAIN: = 180

Motion 6

Resolution Without Dissent

Deletion of By-law 28

The following motion was read to the meeting:-

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

Peter Zunker advised that he did not submit the motion as a resolution without dissent and he had no recollection of the committee resolving to submit this motion to the general meeting. His recollection is that only motion 1 had been submitted by the committee

The motion was lost with votes received as follows :-

YES: 'A' – 157, 'B & C' – 72, 'D & E' – 98 = 327

NO: Cathedral Village' - 143

ABSTAIN: 'F' – 84, 'G & H' – 96 = 180

The Chairman closed the meeting at 7.10 pm

Confirmed.

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Chairman