

STRATA SCHEMES MANAGEMENT ACT 2015 - SECT 43

Functions of secretary of owners corporation

43 Functions of secretary of owners corporation

The functions of a secretary of an owners corporation include the following:

- (a) to prepare and distribute minutes of meetings of the owners corporation and submit a motion for confirmation of the minutes of any meeting of the owners corporation at the next such meeting,
- (b) to give on behalf of the owners corporation and the strata committee of the owners corporation notices required to be given under this Act,
- (c) to maintain the strata roll,
- (d) to enable the inspection of documents on behalf of the owners corporation in accordance with this Act,
- (e) to answer communications addressed to the owners corporation,
- (f) to convene meetings of the strata committee and (apart from its first annual general meeting) of the owners corporation,
- (g) to attend to matters of an administrative or secretarial nature in connection with the exercise of functions by the owners corporation or the strata committee of the owners corporation,
- (h) any other functions conferred on the secretary under any other Act or law.

Minutes of EC meeting held straight after the AGM on 19th of October 2016:

DATE, PLACE & TIME OF MEETING:	The Executive Committee of The Owners - Strata Plan No. 52948 held a meeting on Wednesday, 19 October 2016 at The Auditorium Room, North Ryde Golf Club, Twin Road, NORTH RYDE NEW 2113 . The meeting commenced immediately after the Annual General Meeting at 10.10pm.
PRESENT:	Lorna Zelunzuk (Lot 3), Marianna Paltikian (Lot 88), Sandra Quick (Lot 130), Genelle Godbee (Lot 142), Moses Levitt (Lot 147) Maureen McDonald (Lot 151), Stan Pogorelsky (Lot 181)
IN ATTENDANCE:	Hendra Gee (Lot 183) and Simon Brikha representing BCS Strata Management – Epping
APOLOGIES:	Jeffery Wang (Lot 218) Carlos Fornieles Montoya (Lot 112)
CHAIRPERSON:	Stan Pogorelsky
SECRETARY:	Stan Pogorelsky

1. MINUTES:
1.1 Resolved that the minutes of the last Executive Committee meeting, held on Wednesday, 20 April 2016 , be confirmed as a true record and account of the proceedings at that meeting.
2. OFFICE BEARERS:
2.1 Resolved that the chairperson, secretary and treasurer of the Executive Committee be appointed.
Chairperson: Stan Pogorelsky
Secretary: Lorna Zelunzuk
Treasurer: Carlos Fornieles Montoya

Whilst office bearers can delegate their functions to strata managing agent or other representatives of Waratah Strata Management, they are still ultimately responsible for all actions on behalf of owners corporation.

STRATA SCHEMES MANAGEMENT ACT 2015 - SECT 37

Duty of members of strata committee

37 Duty of members of [strata committee](#)

It is the duty of each member of a [strata committee](#) of an [owners corporation](#) to carry out his or her [functions](#) for the benefit, so far as practicable, of the [owners corporation](#) and with due care and diligence.

Note : Section 260 provides protection from personal liability for members of [strata committees](#) who act in good faith.

STRATA SCHEMES MANAGEMENT ACT 2015 - SECT 260

Personal liability

260 Personal liability

(1) A matter or thing done or omitted to be done by any of the following persons, or a person acting under the direction of any of those persons, does not, if the matter or thing was done or omitted to be done in good faith for the purpose of executing [functions](#) as such a person under this or any other Act, subject any of the following persons or person so acting personally to any action, liability, claim or demand:

(a) an [officer](#) of an [owners corporation](#).

(b) a member of a [strata committee](#).

(2) Any such liability of an [officer](#) of an [owners corporation](#) or a member of a [strata committee](#) attaches instead to the [owners corporation](#).

Personal liability

- Office bearers' liability typically excludes:
 - *Dishonest, fraudulent or criminal acts*
 - *Acts in conflict of interest*
 - *Acts outside the scope of the EC's authority*
 - *Acts causing death, personal injury or damage or loss to property*



strata
community
australia
(NSW)



CHU
Community Housing Unit

- A member of the strata committee must disclose any direct or indirect financial interest the member has in a matter to be considered by the strata committee where that interest appears to raise a conflict with the member's duties (clause 18(1) of Schedule 2). The member must not be present during the deliberation of the matter or take part in a decision, unless the strata committee otherwise determines (clause 18(4) of Schedule 2).
- The strata managing agent must make a record of the functions exercised by them and the manner in which they were exercised and must give a copy of the records kept for the last 12 months to the owners corporation at least once each year (section 55).
- If a strata managing agent has been delegated a function by an owners corporation and a breach of the duty by the owners corporation would be an offence under the legislation, then the agent is guilty of an offence under that provision instead of the owners corporation (section 57(1)). This provision is similar to section 30 of the Strata Scheme Management Act 1996.
- Strata managing agents must disclose any connection with the original owner and any financial interest in the strata scheme (section 71).

EC meeting with Waratah Strata Management on 16th of March 2017 and their Contract with SP52948

Before delving into attempts to discredit Lot 158 through false statements and attempts of defamation by EC members and Waratah Strata Management, the following facts are important to show how Waratah Strata management became strata agency for the complex:

Waratah Strata Management won the contract with SP52948 at AGM held on 19th of October 2016, without disclosing that their Director Mr. Robert Crosbie and Strata Manager Mr. Simon Wicks were previous staff members of BCS Strata Management, which managed the complex between 1999 and late 2016 without any tender.

BCS Strata Management and EC members also prevented the third quote from a young strata agency (Ryan Strata) which had the best offer, effectively preventing owners corporation from even reviewing that option.

This is what owners corporation approved at the AGM:

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 52948**

ADDRESS OF THE STRATA SCHEME:

1-15 FONTENOY ROAD MACQUARIE PARK NSW 2113



28. APPOINTMENT OF WARATAH STRATA:

- 28.1 The Owners Corporation consider the appointment of Waratah Strata Management at \$21,800.00 + Disbursements \$13,300.00 = \$35,100.00 inclusive of GST.
Comments: Please note the third proposal (lowest quote of the lot) has just recently commenced business and does not have the infrastructure to manage a complex of our size and therefore has not been considered.

APPROVED

49 voted Yes, 11 voted No

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10:10pm.

... and this is actually what EC members signed on the contract (Waratah Strata Management and EC members prevent owners from having this information at the EC meeting in March 2017):

The Agent – WARATAH STRATA MANAGEMENT PTY LTD		
Attention: The Licensee		
Address: P.O. Box 125, Eastwood NSW 2122		
Phone: 02 9114 9599	ABN: 75 161 033 745	
Facsimile: 02 9114 9598	SCA (NSW) Membership No: 11539	
Email: enquiry@waratahstrata.com.au	Licence No: 10008316	
Particulars		
Item 1	Professional indemnity	Amount Insured \$2,000,000
Item 2	Commencement date	1 February 2017
Item 3	Term	14 Months
Item 4	Review date	in relation to <i>agreed services</i> – At each AGM following <i>Commencement date</i> in relation to <i>additional services rates</i> - At each AGM following <i>Commencement date</i> in relation to <i>charges</i> - At each AGM following <i>Commencement date</i>
Item 5	Percentage increase p.a	5% or as agreed at each AGM
Item 6	Agreed services fee p.a	(complete one of the below options) <u>Option 1 – \$23,110.00 plus rebates, discounts and commissions in Disclosure Schedule C1 and C2 – Agent retains all commissions (refer to clause 3.3(a))</u> or Option 2 – \$ _____ plus rebates, discounts and commissions in Disclosure Schedule C2 – Agent retains some commissions (refer to clause 3.3(b)) or Option 3 – \$ _____ Agent not entitled to commissions or the fee as described in clause 3.3(c) All fees under this agreement are GST INCLUSIVE (clause 9)
Item 7	Fee payment method	Monthly In Advance
Item 8	Manner of accounting	Financial Statements – Trust Account Statements as required by Act Frequency of Accounting – Monthly Provided Online or Upon Request

Fixed Disbursements		
(a) Fixed Disbursements include; routine postage, routine photocopying, electronic communication, printed matter, routine stationery and files, routine word processing, insurance claims taking less than 15 minutes, issuing of levy notices, bank fees, computer system and software expenses, electronic archive storage, maintain key register.	\$11,990.00	Per annum

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
Undertaking the financial management of funds and books of account.	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Holding documents and maintaining records relating to the scheme (for example, the strata roll, notices, and minutes of meetings).	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Arranging building inspections and reports.	Following instructions from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the agent without obtaining the approval of the person on behalf of whom the agent is acting.	Responsibility of Building Manager	In accordance with Schedules B and D
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the owners corporation of a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the agent without obtaining the principal's approval.	Following instructions from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Paying disbursements and expenses incurred in connection with the agent's management of the scheme.	Full authority or by direction from Owners Corporation or Executive Committee	In accordance with Schedules B and D
Arranging insurance cover for the scheme. NOTE: Where the owners corporation arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the agent is indemnified by the owners corporation to the extent of liability contributed by an act, omission or negligence on behalf of the owners corporation or third party in placing the insurance cover.	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Serving notices to comply with a by-law.	Following instructions from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Managing the sinking fund/capital works fund and the administrative fund.	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Undertaking steps necessary to recover any money owing in relation to levies.	Full authority or by direction from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Representing the owners corporation or association in tribunal or court proceedings.	Following instructions from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Paying accounts in relation to the scheme (for example, accounts for water charges, council rates and maintenance).	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings. Includes AGM plus 4 additional meetings each year.	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee

Schedule B – Fees

Item	Charge (inclusive of GST)	Unit
Hourly Rates*		
Professional Services		
Hourly Rates *		
Principal / Director (Excluding work carried out as a Strata Manager)	\$175.00	Per hour
Strata Manager	\$132.00	Per hour
Senior Accounting Staff	\$110.00	Per hour
Administrative & junior accounting staff	\$88.00	Per hour
Adjourned & additional meeting charges	\$33.00	Per quarter hour
Attend scheme during office hours (excluding to attend meetings)	\$132.00	Per hour
Attend scheme at weekends or public holidays	\$264.00	Per hour
Attend meetings in excess of 2 hours duration	\$33.00	Per quarter hour
Attend meetings scheduled to commence after 6.30pm	\$33.00	Per quarter hour
Attend meeting to appoint Tenant Representative	\$33.00	Per quarter hour
Fixed Disbursements		
(a) Fixed Disbursements include; routine postage, routine photocopying, electronic communication, printed matter, routine stationery and files, routine word processing, insurance claims taking less than 15 minutes, issuing of levy notices, bank fees, computer system and software expenses, electronic archive storage, maintain key register.	\$11,990.00	Per annum
Non-routine disbursement charges	As agreed or as outlined elsewhere in Schedules B & D	
Purchase Minute Book & Common Seal	At Cost plus 20%	Each
Courier charges	At Cost plus 20%	Each

Schedule C - Disclosure schedule

Schedule C1 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
CHU Underwriting Agencies Pty Ltd	20%	Of base premium
Strata Unit Underwriters Pty Ltd (as agent for CGU Insurance)	20% 15%	Of base premium (Residential) Of base premium (Commercial)
Strata Community Insurance	20%	Of base premium
Finn Foster & Associates (Insurance Brokers)	15%	Of base premium or as agreed
Whitbread Insurance Brokers	20% 50%	Of base premium – Residential Of the commission paid by the insurer - Commercial
Driessen Insurance Brokers	15%	Of base premium
Austbrokers Sydney	20%	Of base premium
CRM Insurance Brokers	50%	Of all commission
Honan Insurance Brokers	20%	Of base premium
BCB Insurance Brokers	75% 50% first placement & 75% renewals	Of policy commission – Residential Of policy commission – Commercial

Schedule C2 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
Nil	Nil	Nil

The following section is an extreme danger lurking for owners corporation because it allows that Waratah Strata Management, in very vague terms, almost dictate to SP52948 who the next strata agency would be:

7. Transfer of the agreement

- 7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.
- 7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.
- 7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.

7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *owners corporation* enter into a new agency *agreement* and the *owners corporation* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *strata committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.

Signatures

Owners Corporation

The common seal of the *owners corporation* was affixed on 14 December 2016 in the presence of:

[Signature]
Signature

[Signature]
Signature

STANLEY POGORELSKY
Name

M. LEVITT
Name

CHAIRMAN
Designation

Committee Member
Designation



Being the person(s) authorised by section 272 of the Act to attest the affixing of the seal.

Agent

Executed by the *agent* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:

[Signature]
Signature of Authorised Person

[Signature]
Signature of Authorised Person

Robert Crosbie
Name of Authorised Person

[Signature]
Name of Authorised Person

Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 8 for IMPORTANT NOTES to the parties when executing this *agreement*).

STANLEY POGORELSKY
Name of Signatory

[Signature]
Signature

Defamation of Lot 158 and false statements in regards to CTTT case and repayments to CHU Insurance

- The Minutes of the EC meeting held on 16th of March 2017, presented the following information for owners, along with confirmation that SP52948 had to repay for excessive insurance claim:

The correspondence from McCulloch & Buggy Lawyers regarding an insurance claim was tabled and discussed. The strata manager advised that he has reviewed all of the relevant correspondence and that a Legal Defence insurance claim relating to legal action commenced by Mr _____, owner of Lot 158, totalling \$28,511.24 was lodged in 2012/2013. Following deductions of \$1,000 Excess and \$2,591.93 GST, the strata plan received \$24,919.31 from CHU Insurance. Following an NCAT order against Mr _____, the strata plan received \$8,800 from Mr _____ on 22 July 2014 being a refund of the strata plans legal expenses in relation to this matter. CHU Insurance have requested and are entitled to receive these funds. Resolved the strata manager is to pay \$8,800 to CHU Insurance.

Owners should ask the following questions:

1. Who did Lot 3 defend themselves against at CTTT and why?
2. What is the CTTT case number and where are the details of Lot 3 "defence" at CTTT hearings?
3. What was the reason for whole owners corporation to "defend" one owner (Lot 3) by claiming close to \$25,000.00 on insurance for legal fees?
4. Why have not the legal costs ever been disclosed to owners corporation?
5. Why did BCS Strata Management and EC members destroy details of accounting figures for legal fees in 2013?
6. After Lot 158 paid hefty penalty for dismissed CTTT case (in spite of 3,000 pages of hard and undeniable evidence, versus no documents from BCS Strata Management and EC members), why did BCS Strata management and EC members kept it secret from CHU Insurance that they double-dipped for legal payments?
7. Why should owners corporation pay for the recovery of funds to CHU Insurance instead of BCS Strata Management and EC members who incurred these costs?

I tried to reason with Waratah Strata Management and EC members, to no avail. They refuse to correct statements and publish correct information.

This is the final response from Waratah Strata Management with documents more threats instead of submitting evidence to owners and me:

From: Robert Crosbie <Robert@waratahstrata.com.au>
CC: Simon Wicks <simon@waratahstrata.com.au>
Subject: RE: CHU Insurance claim and defamation of Lot 158
Date: Wed, 29 Mar 2017 04:03:39 +0000

As previously advised, I have no interest in reviewing the previous activities/decisions made by BCS or the Executive Committee prior to the commencement of our management. Any matters you raise with regard to past issues will not be responded to.

*What you do with my advice to you not to disseminate information to other owners that may be considered false, misleading or defamatory is up to you. I cannot stop you if you continue to issue such emails. **Whether or not you consider the information to be false, misleading or defamatory is not really the point.** If other owners or committee members consider it to be such you may find yourself having to defend a legal action brought against you. I am simply trying to prevent disharmony within the strata plan, which has a negative impact on the value of everyone's properties, and save you the cost and aggravation of defending a court case brought against you.*

I am not able to comply with your various "instructions". Any suggestions you have raised will be discussed at the next available SC meeting and I will act as instructed by the SC.

- The agenda for the postponed EC meeting with the new strata agency (the first one was cancelled due to my persistence and complaints that owners had not received three-day advance notice of the meeting), sent on 6th of March 2017 contained the following item:

13 MCCULLOCH & BUGGY EMAIL
That the correspondence from McCulloch & Buggy Lawyers regarding an insurance claim be tabled and a decision made on what further is to be taken.

Owners were not given any details of what this related to. In spite of my request to Waratah Strata Management and EC members, they refused to comply.

- Unreported to owners, the following details were known to BCS Strata Management, Waratah Strata management, and EC members well before the EC meeting.

On the day of the AGM, 19th of October 2016, legal representative of CHU Insurance sent the following email to BCS Strata Management, suggesting that the request to reimburse CHU Insurance for overpaid insurance claim in 2012/2013 for should be tabled the same evening at the general meeting:

On 19/10/2016 12:34 PM, _____ wrote:

Hello Simon,

I called yesterday and Linda from your office returned my call this morning.

As I explained to her CHU allowed a legal defences claim in respect of CTTT proceedings bought against it by _____. A total of 4 payments between 31 August 2012 and 4 June 2013 were made to the strata manager on the claim totalling \$24,919.31 not including GST. I do not have the invoices but the amounts of the payments and the dates are as follows:

CTTT Defence/Lot 3	31/08/2012	The Owners –	\$ 1,504.40	\$ 1,000.00	\$ 136.76	\$ 367.64
		SP 52948				
CIII Defence Lot 3	7/12/2012	The Owners – SP 52948	\$ 13,986.12	-	\$ 1,271.47	\$ 12,714.65
CTTT Defence Lot 3	26/04/2013	The Owners – SP 52948	\$ 1,452.00	-	\$ 132.00	\$ 1,320.00
Defence Lot 3	04/06/2013	The Owners – SP 52948	\$ 11,568.72	-	\$ 1,051.70	\$ 10,517.02
Total Paid			\$ 28,511.24	\$ 1,000.00	\$ 2,591.93	\$ 24,919.31

The OC made an application that the Mr _____ pay its costs of part of those proceedings. That application was successful and the CTTT made an order on 6 November 2013 that Mr _____ pay it \$8,800. I am told by the broker that this amount was paid by Mr _____.

As CHU has paid all the legal expenses it would like the OC to refund the \$8,800 that it recovered from Mr _____.

I appreciate that all of this probably happened before you were the strata manager but it would be appreciated if you could chase it up.

I understand the AGM is this evening so I thought it best to get the information to you as quickly as possible.

Attached for your reference are copies of our letter to the broker dated 18 October 2016 and the CTTT order and reasons both dated 6 November 2013.

BCS Strata Management did not present it to owners at AGM, nor did they reply to CHU Insurance in a timely manner. That evening, BCS Strata Management lost contract with SP52948.

- CHU Insurance, through its legal representative again approached SP52948, this time on 11th of January 2017, by contacting both BCS Strata Management and Waratah Strata Management:

From:
Sent: Wednesday, 11 January 2017 10:47 AM
To: simonbrikha@bcssm.com.au; @bodycorporatebrokers.com.au; Robert Crosbie
Subject: to sm Re: OC 52948 re CHU refund re LDX claim ref NH201212589 [29583]

Dear Simon,

I have called and left a message for you. In the meantime an email.

As you will recall CHU is chasing repayment of \$8,800 refund from an LDX claim. Details are set out in my email below.

I was wondering how things were progressing and in particular whether the obligation to repay the monies had actually been brought to the OC's attention.

I was told last week that the OC had moved to Waratah Strata so I should chase that company up. I did and have now been told that the OC is still with you until the end of January.

Could you please advise me as to the status of the matter.

- Straight after receiving the Minutes of the EC meeting, I raised a strong objection and requested that the notes be redacted as I was portrayed as a source of trouble – directly defamed and exposed to ridicule and blamed for something I did not do. This was a deliberate, orchestrated, and highly co-ordinated effort to avoid scrutiny and cause financial and other harm to my family and me. Waratah Strata Management and EC members declined to do it.

Issue 1

Director of Waratah Strata Management, agency who started managing SP52948 on 1st of February 2017, refused to correct Minutes of EC meeting held on 16th of March 2017:

"... the strata plan received \$8,800 from Mr. XXX on 22 July 2014..."

That is incorrect and false statement. The date mentioned in the Minutes is completely arbitrary and made up by Waratah Strata Management and EC members. I did not pay \$8,800.00 on 22 July 2014.

My cheques speak for themselves:

\$10,000.00 on 13th of February 2014

\$16,500.00 on 3rd of March 2014

Extract from SP52948 accounting data and invoices paid to Mr. Mueller are undeniable evidence.

Issue 2

There is no CTTT case for "defence of Lot 3". I asked that the crucial information be published for owners. Then, let the owners decide what they want to think about it.

In addition, Special By-Law 4, that applies to Lot 3 for exclusive rights to common property, was undisclosed for 13 and ½ years until I forced it to be updated on 28th of March 2017. Waratah Strata Director refused to send it to all owners, and instead published it on Notice Boards only:

<http://www.nswstratasleuth.id.au/SP52948-By-Laws/SP52958-Waratah-Strata-By-Laws-still-missing-Special-By-Law-for-EC-member-exclusive-rights-to-common-property-6Mar2017.pdf>

<http://www.nswstratasleuth.id.au/SP52948-By-Laws/SP52948-By-Laws-Waratah-Strata-added-Special-By-Law-4-for-Lot-3-after-13-and-half-years-since-its-registration-as-per-warnings-by-Lot-158-28Mar2017.pdf>

However, snapshot taken on Waratah Strata website on 30th of March 2017 shows that the By-Laws were not updated for owners and investors:

<http://www.nswstratasleuth.id.au/SP52948-By-Laws/SP52948-Waratah-Strata-Management-Website-screenshot-still-not-included-Special-By-Law-4-for-Lot-3-on-30Mar2017.png>

Here is Mr. Crosbie's admission with weak excuses because he was personally notified about missing by-law four times by me:

In relation to By-Law 4, we have reviewed all of the registered by-laws and can confirm that this by-law has been missed from our 'noticeboard' copy of the by-laws. This has been caused because there is a registered Special By-Law 4 and an Added by-law 4.

We have amended our copy of the by-laws (as attached) and provided a new copy to be placed on the noticeboard.

Two problems: Owners did not receive a copy of By-Laws (it was only published on Notice Boards in very small font that is almost unreadable), and on Waratah Strata website it was not updated.

Issue 3

Waratah Strata Management and EC members failed to provide evidence that Mr. Adrian Mueller initiated legal case at CTTT on 10th of December 2012 upon an official EC request and approval at any meeting.

Issue 4

In regards to "legal cases" - phrase is well-known and repetitive excuse used by BCS Strata Management and EC members in the past (adopted by Waratah Strata Management too). I showed evidence to Waratah Strata and EC and they stayed silent:

It is not true that I commenced legal action. I never wanted legal case and evidence shows it. It was initiated, without owners corporation knowledge or approval at any legally-convened meeting, by Solicitor Mr. Adrian Mueller, on 10th of December 2012.

By that time, Solicitor Mr. Adrian Mueller, EC members, and BCS Strata Management already made two premeditated insurance claims for alleged "defence of Lot 3" (there was no such CTTT case):

\$367.64 on 31st of August 2012

\$12,714.65 on 7th of December 2012

Two more claims were paid by CHU insurance for "defence of Lot 3":

\$1,320.00 on 26th of April 2013

\$10,517.02 on 4th of June 2013

CHU

Advice to payee

683467

GALLAGHER BROKING SERVICES
PO BOX 6007
NORTH SYDNEY, NSW 2060

03 SEP 2012

Any claims settlements payable to insureds have been made in accordance with the GST information provided at lodgement stage.

Description of Claim: CTTT DEFENCE/LOT 3 ; Pol No.NNR836665 31/08/12
THE OWNERS -SP 52948

Claim Number	Incident Date	Excess	Total Amount of Cheque
NH201212589 - 1	12/06/2012	\$ 1,000.00	\$ 367.64

CHU

Advice to payee

701965

GALLAGHER BROKING SERVICES
PO BOX 6007
NORTH SYDNEY, NSW 2060

11 DEC 2012

Any claims settlements payable to insureds have been made in accordance with the GST information provided at lodgement stage.

Description of Claim: CIII DEFENCE LOT 3 ; Pol No.NNR836665 07/12/12
THE OWNERS -SP 52948

Claim Number	Incident Date	Excess	Total Amount of Cheque
NH201212589 - 2	12/06/2012	\$ 0.00	\$ 12,714.65

Advice to payee

725330

GALLAGHER BROKING SERVICES
PO BOX 6007
NORTH SYDNEY, NSW 2060

29 APR 2013

Any claims settlements payable to insureds have been made in accordance with the GST information provided at lodgement stage.

Description of Claim: CTTT DEFENCE LOT 3 60252 ; Pol No.NNR836655
THE OWNERS -SP 52948

26/04/13

Claim Number	Incident Date	Excess	Total Amount of Cheque
NH201212589 - 3	12/05/2012	\$ 0.00	\$ 1,320.00

Advice to payee

732417

GALLAGHER BROKING SERVICES
PO BOX 6007
NORTH SYDNEY, NSW 2060

06 JUN 2013

Any claims settlements payable to insureds have been made in accordance with the GST information provided at lodgement stage.

Description of Claim: DEFENCE LOT 3 61223 ; Pol No.NNR836655
THE OWNERS -SP 52948

04/06/13

Claim Number	Incident Date	Excess	Total Amount of Cheque
NH201212589 - 4	12/06/2012	\$ 0.00	\$ 10,517.02

This is how BCS Strata Management and EC members manipulated insurance claim figures in financial years (FY in my complex runs between 1st of September in one year and 31st of August the following year). Full accounting data has never been given to any owner at general meeting since 1999:

Income and Expenditure History and Budget for 2017

Years ending 31st August *Latest year 2017

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Administration fund	Actual income and expenditure per audited accounts*				
	2012	2013	2014	2015	2016
INCOME					
Levies	658,905	751,717	749,208	757,498	768,333
Interest	976	810	785	988	733
Key deposit	2,206	4,744	3,402	2,656	438
Insurance claims & reimbursements	2,449	14,031	445	6,234	4,955

Fact: I offered free Mediations at Department of Fair Trading. They were refused each time by BCS Strata management and EC members.

Fact: CTTT hearings are designed so that parties can generally run their case without legal representation.

Fact: I show evidence that owners expressed strong wish to not engage Solicitors. EC members and BCS Strata Management ignored it:

<http://www.nswstratasleuth.id.au/SP52948-BCS-Strata-Management-Ignored-Owners-Request-to-Not-Engage-Solicitor-Adrian-Mueller-who-charged-more-than-60000-dollars-from-complex-May2013.pdf>

Fact: BCS Strata Management and EC members carefully prevented details of expenses paid to the Solicitor to be published for owners in any accounting report since 2012.

Fact: I offered (and owners wanted it), to have private mediation within the complex. BCS Strata Management and EC members ignored it.

In short, legal cases were self-inflicted by BCS Strata Management and EC members for own benefits and reasons that have nothing to do proper management of the complex.

Issue 5

BCS Strata Management changed Insurance Policy ONE WEEK before the first claim for "defence of Lot 3". The policy was changed on ^{1st} of August 2012 through Gallagher Broking Services (CHU Underwriting Agencies who extended the owners corporation QBE insurance). This was done without EC decision or approval by owners corporation at any legally convened meeting.

It also shows that some insurance agencies did not want to get involved in this case:

From: Cathy Page [mailto:Cathy_Page@ajg.com]
Sent: Thursday, 20 September 2012 11:10 AM
To: Ron Sinclair
Subject: RE: SP52948 due 21/09
Importance: High

Hi Ron,

Further to our telephone conversation of today, Strata Unit Underwriting have declined to quote on renewal for Strata Plan 52948, due to pending 'legal defence' claim.

The same day, CHU Underwriting Agencies Insurance Broker send another email to BCS Strata Management, warning of the high-risk with the claims:

From: Brian Turpin [mailto:BrianT@chu.com.au]
Sent: Wednesday, 1 August 2012 4:22 PM
To: Mark Thirgood
Subject: RE: Strata Plan 52948 - Policy 9 legal defence costs

Hi Mark

We would not refer this matter through to our Company's Lawyers nor do we impose a rate scale.

We thought being a large risk that they would be in contact with a Strata Lawyer.

They can seek advice through the SCA (Strata Committee Australia).

Two others come to mind, Bannermans and the other, Le Page.

Both deal in Strata Law.

There is also evidence of Insurance Policy being changed on 1st of August 2012:

From: Brian Turpin [mailto:BrianT@chu.com.au]
Sent: Wednesday, 1 August 2012 3:33 PM
To: Mark Thirgood
Subject: Strata Plan 52948 - Policy 9 legal defence costs

Our Ref NH201212589

Good afternoon Mark.

We will extend indemnity to the Insured under Policy 9. C) in this instance for Legal expenses Incurred in the legal advice sort in defence of the appeal.

We are not in a position to appoint legal representation on behalf the Insured in these circumstances.

Upon further approach under the claim, could we please have a copy of the Legal advice and costs summary.

The first insurance claim was issued by BCS Strata Management on 8th of August 2012:

Claim Form

To ensure prompt attention to your claim, please supply information as requested below. When completed, please return this form to BCB together with any supporting documentation relevant to the claim, ie: Quotations / Invoices etc.

1 **Type of Policy**
 Body Corporate

2 **The Insured**
Name: The Body Corporate for Name not on file
CTS Number: 52948
Situation of The Insured Property: Common Property
1-15 FONTENOY ROAD MACQUARIE PARK NSW
Post Code: 2113

3 **GST Declaration**
Is the insured registered for GST? Yes
If yes, what percentage is the insured entitled to claim Input tax Credits? 100 %
Australian Business Number (ABN) 79491891602

4 **The Insurer**
Policy Number: 836665
Company: QBE INSURANCE GROUP LTD
Excess:
Is there any other insurance on the property? Yes No
If yes, please provide details of the Insurer/s and policy number/s:

5 **What Happened** *This claim will not be processed unless this section is completed*
Please explain how the damage occurred:
Legal expenses for defence of a claim against the Owners Corporation

Date of Loss: 8.08.12

Address: _____

Contact Numbers: h/h _____ a/h _____ mob _____

If damage caused by impact please provide:
 Description of vehicle (year, make and model)
 Registration Number of Vehicle
 Vehicle Owner's Name & Contact Details

7 Police Report: *Police must be notified when property is lost, stolen or maliciously damaged. Please ensure that notification is made prior to the claim being lodged.*
 Police Station: _____
 Officer's Name: _____
 Date Reported: _____ Crime Report Number: _____

8 Contact Details Should an Assessment be Necessary *Should an assessment be necessary please provide the following for a person or persons who may be contacted to access this dwelling*
 Name: _____
 Title: _____
 Address: _____
 Contact Numbers: h/h _____ a/h _____ mob _____

9 What is being claimed *Please list the articles lost, stolen or damaged and the amount being claimed.*

Description of Property Being Claimed	Date of Purchase (if known)	Original Purchase Price (if known)	Replacement Purchase Price	Amount being Claimed
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

10 Declaration
I hereby declare the answers to all the questions on this claim form and the description of the property lost or damaged are true and correct and that I have not concealed anything of which the Underwriters should be aware. A Claim will not be processed unless the declaration is completed and signed by a person authorised by the insured.

Signature: _____
 Signed By: R SINCLAIR
 Please print full name
 Title: INSURANCE OFFICER
 ie: Member of Body Corporate, Unit Owner, Body Corporate Manager, Building Manager, etc
 Dated: 28-8-12

Issue 6

When Mr. Adrian Mueller issued request for re-hearing on 10th of December 2012, BCS Strata Management already made two insurance claims but failed to notify CTTT in any form and at any time!

Issue 7

Lot 3 is the current Secretary of the EC (previous Chairperson prior to 1999), and EC member since 2014, to which this alleged "defence" allegedly applied.

Issue 8

I asked Waratah Strata Management to show evidence that Lot 3 is compliant with Special By-Law 4 in regards to having public liability insurance in amount of no less than \$5,000,000.00 at any time. He refused to act:

<http://www.nswstratasleuth.id.au/SP52948-By-Laws/BCS-Strata-Management-Registered-Special-By-Law-for-Ex-Chairperson-Illegally-and-Hiding-it-from-Owners-and-Investors-for-12-Years.pdf>

It is duty of Secretary of the EC (Lot 3 – Mrs. Zelenzuk) to issue Notice of non-compliance to Lot 3 (Mr. and Mrs. Zelenzuk) if they do not keep public liability insurance as per Special By-Law 4 at all times.

Issue 9

Owners are deliberately not told that the insurance repayments are related to "defence of Lot 3", in CTTT case that did not and does not exist in relation to the owner of that property.

In short, there is too much evidence that shows a clear and unbeatable fact: CHU Insurance paid close to \$25,000.00 for something that did not exist in regards to "defence of Lot 3".

Issue 10

BCS Strata Management and EC worked on a plan to fabricate proof of engagement of the Solicitor in this CTTT case:

<http://www.nswstratasleuth.id.au/CTTT-NCAT-Protecting-BCS-Strata-Management-at-All-Costs-in-2013.pdf>

<http://www.nswstratasleuth.id.au/SP52948-BCS-Strata-Management-Ran-Timewarped-EC-Meeting-to-Hinder-CTTT-Investigations-19Apr2013.pdf>

Issue 11

High risk insurance claims for "defence of lot 3" increased insurance renewal so much that EC members complained to BCS in a secret email:

Thu 20/09/2012 1:50 PM

RE: SP52948 insurance due 21/09

To Ron Sindair

Cc John Ward; Paul Banoob; Peter Bone

Ron,

Can we please get a claims report for the last few years. The Executive committee is not seeing all these claims and there is clearly a misunderstanding as to what claims are being made when we may be better off paying these directly. There are virtually no insurance claims of any size reflected in our accounts. If payments are being made directly to contractors there is no visibility of the claims volume and we cannot assess whether these premiums are reasonable or understand the nature claims.

This dramatic jump in premium will cause us to reassess our budgets dramatically - Our strata manager Peter Bone provided me with a budget two days ago with a figure of \$60,000 - does no one speak to each other? That's over \$100 per unit increase in levies that we would have been in error.

I am extremely disturbed that we are only getting follow up 24 hours before our insurance lapses. Had I been appraised of these difficulties earlier I might have been able to assist.

The committee cannot be expected to assess quotes on a reasonable basis with a shotgun held to their heads at the last minute.

If no better quote is received we need to proceed with the CHU quote with the higher excess - please supply me with a copy of the cover note as soon as insurance is placed.

Strata Plan No 52948
Income and Expenditure History and Budget for 2017
Years ending 31st August *Latest year 2

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Administration fund	Actual income and expenditure per audited accounts*				
	2012	2013	2014	2015	2016
Insurance	48,410	78,409	69,649	70,925	64,395
Insurance valuation		2,000			
Subtotal Insurance	48,410	80,409	69,649	70,925	64,395

Issue 12

There is a Police Event against one member of the EC and BCS Strata Management since November 2015. One of the reported issues is Special By-Law 4 and insurance claims.

Issue 13

Undisclosed payments to Solicitor Mr. Adrian Mueller, including ones for alleged "defence of lot 3":

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total	Chq. Date	Mtd.	Cnl. Chq.	Date Presented
84446	J S MUELLER & CO SOLICITORS	78428	5/09/2016	\$1,100.00	19/09/2016	EFT	N	19/09/2016
84446	J S MUELLER & CO SOLICITORS	69179	28/10/2014	\$742.50	30/10/2014	EFT	N	30/10/2014
84446	J S MUELLER & CO SOLICITORS	67976	29/07/2014	\$484.00	31/07/2014	EFT	N	31/07/2014
84446	J S MUELLER & CO SOLICITORS	65777	6/03/2014	\$242.00	25/03/2014	EFT	N	25/03/2014
84446	J S MUELLER & CO SOLICITORS	65461	14/02/2014	\$20,624.75	05/03/2014	EFT	N	05/03/2014
84446	J S MUELLER & CO SOLICITORS	65483	18/02/2014	\$6,980.28	04/03/2014	EFT	N	04/03/2014
84446	J S MUELLER & CO SOLICITORS	64289	8/11/2013	\$484.00	19/11/2013	EFT	N	19/11/2013
84446	J S MUELLER & CO SOLICITORS	61904	24/06/2013	\$1,452.00	04/07/2013	EFT	N	04/07/2013
84446	J S MUELLER & CO SOLICITORS	61223	10/05/2013	\$11,568.72	20/05/2013	EFT	N	20/05/2013
84446	J S MUELLER & CO SOLICITORS	60252	6/03/2013	\$1,452.00	22/03/2013	EFT	N	22/03/2013
84446	J S MUELLER & CO SOLICITORS	58762	15/11/2012	\$13,986.12	27/11/2012	EFT	N	27/11/2012
84446	J S MUELLER & CO SOLICITORS	57380	10/08/2012	\$1,504.40	22/08/2012	EFT	N	22/08/2012
84446	J S MUELLER & CO SOLICITORS	56130	28/05/2012	\$198.00	31/05/2012	EFT	N	31/05/2012
84446	J S MUELLER & CO SOLICITORS	55003	13/03/2012	\$2,500.00	27/03/2012	EFT	N	27/03/2012
			Total	\$63,318.77				

Issue 14

Owners of Lot 3 sent an official request for exclusive rights to common property on 13th of November 2002, which was received by the Managing Agent John Fry two days later (on the 15th of November).

Unit 3/1 Fontenoy Road, Macquarie Park

13 November 2002.



Mr John Fry
Rain and Home Strata – Sydney
PO Box 881
Epping NSW 1710

Dear Mr Fry

Re: Building Alterations

I apologise for the delay in responding to your letter. Please find attached:

1. Report from structural engineer
2. Name of builder is: Les Pallos, ABN 667 62520
3. Signed "Exclusive Use" application plus cheque for \$450.

My understanding was that we did not require Council approval for only changing the window around.

Regards


Yigal Zelunzuk

Issue 15

The Executive Committee of SP52948 held a meeting on 28th of November 2002 and in Item 8 agreed to set a date for an Extraordinary General Meeting to be held to consider a By-Law to formally permit the owners of Lot 3 to construct a doorway between their lounge and courtyard area.

The members of the Executive Committee agreed with the proposal IN PRINCIPLE, providing that appropriate documentation would be submitted by the owners of Lot 3 in the near future.

To set a date for an Extraordinary General Meeting to be held to consider a By-Law to formally permit the owner of lot 3 to construct a doorway between their lounge and courtyard area.

It is agreed that paper work be prepared to formally approve the required By-Law and be distributed to all owners shortly.

The date for the EGM was, however, not decided at the EC meeting.

Issue 16

All of a sudden, without the involvement of the majority of the Executive Committee, on 12th of December 2002 (very close to Christmas) the Managing Agent John Fry circulated the agenda for the Extraordinary General Meeting to be held on 2nd January 2003 at 10.00am. Note the date of the meeting: straight in the middle of the school holidays and on the first day after Christmas and New Year celebrations. It was Thursday and in prime business hours, when most of non-retired owners (still in active work) could not attend.

Strata Schemes Management Act 1996.

EXTRAORDINARY GENERAL MEETING

TO: The Owners
Strata Scheme No. 52948
1-15 Fontenoy Road
North Ryde NSW 2113

NOTICE OF BUSINESS to be dealt with at an Extraordinary General Meeting of THE OWNERS STRATA SCHEME NO. 52948 to be held in The Offices of Raine & Horne Strata-Sydney, 53 Beecroft Road Epping on 2 January 2003 at 10.00am.

ITEMS

1. Record attendance, receive proxies, determine voting rights and quorum.
2. Consider listed Motions.
3. Consider any items of General Business.

MOTIONS

1. That the minutes of the last general meeting be confirmed.
2. That the following additional By-Law be approved:

That the Owners Corporation specially resolve pursuant to Section (52) of the Strata Schemes Management Act 1996 to add the following Special By-Law:

The owner for the time being of lot 3 shall be entitled to a special privilege in respect of a common property window dividing the lounge room and the courtyard of the lot for the purpose of removing that section to permit the installation of a sliding door on the following terms and conditions:

(a) The owner of lot 3 shall at its sole expense carry out such works and shall be responsible for all future maintenance costs.
(b) The work must be undertaken in a proper and workmanlike manner by a suitably qualified tradesperson.
(c) The owner of lot 3 must obtain any required approvals from Ryde City Council.
(d) The owner of lot 3 shall indemnify, and keep indemnified, the Owners Corporation in respect of all claims, action, costs and expenses whether for injury to persons, or damage to property, arising in any way out of the carrying out of the works and future maintenance and the owner shall at all times keep in effect a public risk insurance policy in a sum of not less than \$5,000,000 to cover the owners obligations hereunder.
(e) If the owner defaults in the performance of any term or condition on this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to him by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an ordinary resolution of the Executive Committee of the Owners Corporation.
(f) The rights and privileges conferred by this By-Law shall be terminated automatically in the event of the Strata Scheme being varied or terminated pursuant to Sections 50, 51 or 51A of the Strata Schemes (freehold Development Act) 1973 as amended.
(g) The owner shall reimburse the Owners Corporation on demand for all legal and other costs reasonably incurred in the preparation and registration of this By-Law and in respect of any steps taken by the Owners Corporation to terminate this By-Law under paragraph (g) above.

(Special Resolution)

DATE..... 12 . 17 . 2002 SIGNATURE.....
Members of the Institute of Strata Title Management
Corporation Lic No. 11715L

The EGM on 2nd of January 2002 did not plan for any discussions (later on, this method proved to be a “normal” way in SP52948 to get no responses from owners and ensure success of the proposals without dissent or consultations at large):



Due to lack of quorum the EGM failed.

(Now deceased) Dr. John Edye, wrote a very honest and disturbing message to the Managing Agent on 12th of January 2003, which I managed to get a copy of during document search at BCS Strata Management in November 2011. Dr. Edye voiced his concerns about the EGM process because the work in Lot 3 was completed even before the By-Law was approved and registered!

The Chairman and Members of the Executive Committee,
Strata Scheme 52948,
1-15 Fontenoy Rd,
North Ryde 2113.

12.1.2003.

Dear Fellow Owners,

At the last meeting of the committee, held on 28th November, a letter from Mr Gerald Cohen was read. He complained about the overgrown garden on the roof of the swimming pool, which he described as a "jungle". Members agreed with him, and resolved that Universal Strata Care be instructed to "tidy up" the roof garden before Christmas.

The minutes of this meeting, published on the notice boards by Mr Fry, made no reference to this resolution, or to the instruction to be given. Mr Cohen advised me that when he asked the Caretaker, a few days later, when the work would be done, Ruth replied "after Christmas".

This, I conclude, indicates that no instruction was given by Mr Fry, or that the committee's instruction was ignored.

At the same meeting, an application to the Owners Corporation from the owners of Lot 3 was presented, for consent to the alteration of a window to a sliding door. This application was received in the first half of 2002, but was never resolved by the committee. At this meeting Mr Fry advised with a smile, that the alteration had been completed. How is it that alterations to the structure of a lot can be made without a resolution of the committee recorded in the minutes? The notice of the Extraordinary General Meeting of the Owners Corporation on 2nd January 2003 (a paper meeting) assumed that all Owners would give their proxies to the Managing Agent. I did not. To do so would permit the Managing Agent to register a special By-Law, without a resolution of the committee recorded in the minutes!

At the 28th November meeting the request from an Owner to install an electric automatic door opener was discussed. The managing Agent's letter, dated 10th December, detailing this matter, with estimated costs, enclosed a questionnaire seeking the number of Owners interested in installing such a door opener. I submit that a change to our property of this nature should be placed on the agenda for an Annual General Meeting. With a (starting) cost to the Sinking Fund of an estimated \$ 19,000, and an unknown increased power bill to the Administration Fund, many Owners would not be prepared to accept the increase in their levies, especially the Owners of townhouses who pay their own power bills for all their power usage.

The contractor's report, given at this meeting, stated that only two more townhouse pergolas remained to be painted. Four have yet to be done, including ours. Surprised? At this rate, completion before next autumn seems hopeful.

The adjourned EGM was held on 24th of January 2003, just two days before another public holiday – Australia Day (Sunday, 26th of January 2003).

The total number of votes (ALL PROXIES) was 74. Nobody was present in person. That was SEEMINGLY INVALID VOTING as it breached the NSW Strata Management Act (according to Paul Banoob ruling for EGM 2012, see below). The proxy votes can only be counted at the first general meeting – that is the only valid option as per SSMA 1996. The rest of the votes at the adjourned GMs must be delivered in person, or, if not-expired, counted from the previous GM (the same ruling was used for EGM in May 2012). Paul Banoob (Branch Manager of BCS Strata Management) sent a message on 22nd of May 2012 that stated:

In relation to your query the reason why unit 152 was not counted as per the Act proxies received prior to the first general meeting can only be counted... The only proxies which can be legally used are the ones from last year's AGM. It was an error on our part for using another proxy form for the adjournment of the EGM.

MINUTES OF AN ADJOURNED EXTRAORDINARY GENERAL MEETING OF STRATA SCHEME NO. 52948, 1-15 FONTENOY ROAD NORTH RYDE HELD IN THE OFFICES OF RAINE & HORNE STRATA-SYDNEY, 53 BEECROFT ROAD EPPING ON 24 JANUARY 2003 AT 10.00AM.

PRESENT	M McManus & J Fry
PROXIES	Lots 3, 4, 5, 10, 11, 12, 13, 15, 17, 21, 25, 35, 36, 40, 42, 44, 48, 49, 50, 55, 61, 62, 64, 66, 74, 82, 83, 84, 89, 90, 92, 93, 95, 98, 99, 106, 108, 118, 123, 125, 130, 132, 134, 135, 137, 138, 139, 140, 143, 147, 148, 150, 151, 153, 156, 158, 160, 162, 166, 173, 179, 181, 182, 185, 186, 188, 190, 197, 200, 203, 217, 218, 219 to the Chairman. Lot 195 to M McManus.
IN ATTENDANCE	J Fry from Raine & Horne Strata-Sydney.
ITEM 1	That the minutes of the last General Meeting be confirmed - Carried.
ITEM 2	That the following additional By-Law be approved: That the Owners Corporation specially resolve pursuant to Section (52) of the Strata Schemes Management Act 1996 to add the following Special By-Law: The owner for the time being of lot 3 shall be entitled to a special privilege in respect of a common property window dividing the lounge room and the courtyard of the lot for the purpose of removing that section to permit the installation of a sliding door on the following terms and conditions: (a) The owner of lot 3 shall at its sole expense carry out such works and shall be responsible for all future maintenance costs. (b) The work must be undertaken in a proper and workmanlike manner by a suitably qualified tradesperson. (c) The owner of lot 3 must obtain any required approvals from Ryde City Council. (d) The owner of lot 3 shall indemnify, and keep indemnified, the Owners Corporation in respect of all claims, action, costs and expenses whether for injury to persons, or damage to property, arising in any way out of the carrying out of the works and future maintenance and the owner shall at all times keep in effect a public risk insurance policy in a sum of not less than \$5,000,000 to cover the owners obligations hereunder. (e) If the owner defaults in the performance of any term or condition on this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to him by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an ordinary resolution of the Executive Committee of the Owners Corporation. (f) The rights and privileges conferred by this By-Law shall be terminated automatically in the event of the Strata Scheme being varied or terminated pursuant to Sections 50, 51 or 51A of the Strata Schemes (freehold Development Act) 1973 as amended. (g) The owner shall reimburse the Owners Corporation on demand for all legal and other costs reasonably incurred in the preparation and registration of this By-Law and in respect of any steps taken by the Owners Corporation to terminate this By-Law under paragraph (g) above. (Special Resolution) - Carried.
CLOSURE	There being no further business the meeting was closed.

After I had obtained photocopies of the SP52948 Special By-Laws in January 2012, I found out that the special By-Law 4 was registered on 24th of July 2003, pursuant to the resolution passed on 24th of January 2003:

Reg:K331500 /Doc:DL 9808111 /Rev:24-Jul-2003 /Str:SC.OX /Prt:23-Jan-2012 16:52 /Pgs:ASL /Seq:1 of 3
 Ref:12/P0020 /Sec:K

Form: 15CB
 Release: 1
 www.lpl.nsw.gov.au

CHANGE OF BY-LAW

New South Wales
 Strata Schemes Management Act 1996
 Real Property Act 1900

9808711J

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE For the common property
 Certificate of Title PI CP/SP52948

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
	BOX 302G Burkhart Legal Tel: 9231 0122 Fax: 9262 1904	CB

Reference (optional): BURKHART/MCG MCG/raine 300192

(C) The Owners-Strata Plan No 52948 certify that pursuant to a resolution passed on 24 January 2003 and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
 Added by-law No 4
 Amended by-law No NOT APPLICABLE
 as fully set out below.
 See annexure A

(F) The common seal of the Owners-Strata Plan No 52948 was affixed on _____ in the presence of—
 Signature(s): See annexure A
 Name(s):
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) ~~COUNCIL'S CERTIFICATE UNDER SECTION 50(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996~~
 I certify that _____ has approved the change of by-laws set out herein.
 Signature of authorised officer:
 Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 3 LAND AND PROPERTY INFORMATION NSW

Annexure A to Change of By-Laws

Parties:-

THE OWNERS STRATA PLAN NO. 52948

Dated

"4. The Owner for the time being of lot 3 shall be entitled to a special privilege in respect of a common property window dividing the lounge room and the courtyard of the lot for the purpose of removing that section to permit the installation of a sliding door on the following terms and conditions:-

- (a) The owner of lot 3 shall at its sole expense carry out such works and shall be responsible for all future maintenance costs.
- (b) The work must be undertaken in a proper and workmanlike manner by a suitably qualified tradesperson.
- (c) The owner of lot 3 must obtain any required approvals from Ryde City Council.
- (d) The owner of lot 3 shall indemnify, and keep indemnified, the Owners Corporation in respect of all claims, action, costs and expenses whether for injury to persons, or damage to property, arising in any way out of the carrying out of the works and future maintenance and the owner shall at all times keep in effect a public risk insurance policy in a sum of not less than \$5,000,000 to cover the owners obligations hereunder.
- (e) If the owner defaults in the performance of any term or condition on this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to him by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an Ordinary Resolution of the Executive Committee of the Owners Corporation.
- (f) The rights and privileges conferred by this By-Law shall be terminated automatically in the event of the Strata Scheme being varied or terminated pursuant to Sections 50,51 or 51A of the Strata Schemes (Freehold Development Act) 1973 as amended.
- (g) The owner shall reimburse the Owners Corporation on demand for all legal and other costs reasonably incurred in the preparation and registration of this By-Law and in respect of any steps taken by the Owners Corporation to terminate this By-Law under paragraph (g) above."

Certified correct for the purposes of the Real Property Act 1900 by the Corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below:



Corporation: The Owners of Strata Scheme No. 52948
by their Managing Agent, Body Corporate Management Services Pty. Ltd.
Authority: Section 238 of the Strata Schemes Management Act, 1966

Signature of authorised person:

Signature of authorised person:

Name of authorised person: William John Fry
Office held: Managing Agent

Name of authorised person: Ian Robinson
Office held: Director

The By-Law 4 was amended and registered on 24th of June 2003 and one of the critical conditions was:

The Owner of lot 3 shall indemnify, and keep indemnified, the Owners Corporation in respect of all claims, action, costs, and expenses whether for injury to persons, or damage to property, arising in any way out of carrying out the works and future maintenance and the owner shall at all times keep in effect a public risk insurance policy in the sum of not less than \$5,000,000 to cover the owners obligations hereunder.

Since early May 2012 I have been asking the Managing Agent for full details of the insurance cover that owners of Lot 3 have.

The member of staff at BCS Strata Management, Ron Sinclair, sent me the following email message on 15th of May 2012:

With regard to the insurance required for unit 3 exclusive use I have attached a copy of the minutes of the meeting. We do not have any correspondence other than advice to the owner of lot 3 with a copy of the meeting minutes. I have written to the owner of unit 3 requesting a copy of their insurance cover. I will advise upon receipt of same.

I requested that the members of the Executive Committee and the Managing Agent notify all owners about this issue in the minutes of their meeting in late May 2012. This has not happened since 2012!

Issue 17

Why did BCS Strata Management and EC members destroy details of accounting figures for legal fees in 2013?

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-Example-of-Manipulating-Accounting-Figures-and-then-Destroying-Official-Document-2013.pdf>

4th of March 2013, status of financial documents at BCS Strata Community website for SP52948. Note the six-monthly financial statement Document ID 5200006, written by Strata Manager Mr. Peter Bone (he was removed from managing SP52948 later with unsatisfactory performance):

ItemId	PlanNo	PlanNameAdd	Category	Title	DocDate
5200006	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Sx mthly accounts	9/04/2013
4464244	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Jan 03 to Dec 04	2/11/2012
4464255	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Period Ending 08/08	2/11/2012
4464258	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	YE 08/07	2/11/2012
4464301	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Receipts journal 08/07 to 08/08	2/11/2012
4464305	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	YE 08/09	2/11/2012
4464309	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Abrdg Fin Pos 08/10	2/11/2012
4464318	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Barnfield & Co 09/11	2/11/2012
4464323	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	2010	2/11/2012
4464329	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	09/08 to 02/09	2/11/2012

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It hid secret legal expenses, which were paid to Solicitor Mr. Adrian Mueller without owners corporation knowledge or approval:

LESS: EXPENDITURE:

Audit Fees	480.00
Bank Charges	151.83
Cleaning Products	11,042.01
Maintenance - Garden Items	486.60
Maintenance - Carpet Cleaning	80.00
Electricity	42,759.58
Maintenance - Fire Services	5,755.90
Gardening and Lawns	23,878.26
Gas and Oil	10,742.56
Insurance Premiums	77,345.85
Key Deposits Refund	200.00
Legal & Debt Recovery Fees	200.00

Upon complaints from several owners who had more knowledge of the issue, Strata Manager Mr. Peter Bone issued an amended version of the document on 23rd of March 2013:

LESS: EXPENDITURE:

Audit Fees	480.00
Bank Charges	151.83
Cleaning Products	1,454.86
Maintenance - Garden Items	486.60
Maintenance - Carpet Cleaning	80.00
Electricity	42,759.58
Maintenance - Fire Services	5,755.90
Gardening and Lawns	23,878.26
Gas and Oil	10,742.56
Insurance Premiums	77,345.85
Key Deposits Refund	200.00
<u>Legal & Debt Recovery Fees</u>	<u>12,914.65</u> !!

Another staff member at BCS tried to offer weak explanation and even used fraudulent insurance claims for non-existent legal case:

*From: Steven Zouroudis [mailto:Steven.Zouroudis@communitye.com.au]
Sent: Tuesday, 23 April 2013 2:35 PM
To: undisclosed recipient
Cc: Paul Banoob; Peter Bone; Krisna Sopia
Subject: SP 52948 - six monthly accounts*

The income received from the insurance company in regards to legals is now showing in the accounts. The previous six monthly accounts you received had the insurance claim for legal fees taken up as a asset and offset once the money was received.

I have attached the paperwork from the insurance company of the claims received. The amounts are:-

*\$948.55 for burst pipe U190
\$12714.65 for CTTT Defence for Lot 3
\$367.64 for CTTT Defence for Lot 3*

There may be more claims that are pending from the insurance company, you will need to discuss this with your strata manager.

Please advise if you need any more clarification of the six monthly accounts provided.

*Steven Zouroudis
Assistant Accountant
Level 27, 66-68 Goulburn Street, Sydney NSW 2000
Locked Bag 22, Haymarket NSW 1238
T: (02) 8216 0442
F: (02) 9212 6269*

20th of August 2013, status of financial documents at BCS Strata Community website for SP52948. Note the amended six-monthly report Document ID 5304628 was available:

ItemId	PlanNo	PlanNameAdd	Category	Title	DocDate
5304628	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	SIX MONTHLY AMENDED	30/04/2013
5200006	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Sx mthly accounts	9/04/2013
4464244	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Jan 03 to Dec 04	2/11/2012
4464255	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Period Ending 08/08	2/11/2012
4464258	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	YE 08/07	2/11/2012
4464301	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Receipts journal 08/07 to 08/08	2/11/2012
4464305	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	YE 08/09	2/11/2012
4464309	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Abrdg Fin Pos 08/10	2/11/2012
4464318	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Bamfield & Co 09/11	2/11/2012
4464323	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	2010	2/11/2012

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Just before the Annual General Meeting in October 2013, BCS Strata Management removed the amended financials again to ensure success of the meeting in their favour Document ID 5304628 disappeared forever. I have evidence that I complained to EC members and BCS Strata Management several times. They refused to even respond:

ItemId	PlanNo	PlanNameAdd	Category	Title	DocDate
6306911	n52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Bamfield & Co audit report 2013	10/10/2013
6306912	n52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Bamfield & Co audit report 2013	10/10/2013
5200006	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Sx mthly accounts	9/04/2013
4464244	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Jan 03 to Dec 04	2/11/2012
4464255	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Period Ending 08/08	2/11/2012
4464258	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	YE 08/07	2/11/2012
4464301	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Receipts journal 08/07 to 08/08	2/11/2012
4464305	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	YE 08/09	2/11/2012
4464309	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Abrdg Fin Pos 08/10	2/11/2012
4464318	N52948	1-15 FONTENOY ROAD MACQUARIE PARK NSW	Financials	Bamfield & Co 09/11	2/11/2012

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