actlawsociety

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		119	3941	1	52 & 108	CITY
		and known as 1116/240 Bunda Street, City ACT 2601				
Seller	Full name	Lee Katauskas as Executor				
	ACN/ABN					
	Address	1116/240 Bunda Street, City ACT 2601				
Seller Solicitor	Firm	Farrar Gesini Dunn				
	Email	conveyancing@fgd.com.au				
	Phone	(02) 6115 9000	Ref Siobhan Garvey			
	DX/Address	Level 1, 10 Rudd Street, Canberra City ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	michaelp@hiveproperty.co				
	Phone	0431 937 684	Ref Michael Pead			
	DX/Address	Level 1, 4 Campion Street, DEAKIN ACT 2600				
Restriction on Transfer	*Mark as applicable*	☒ Nil	☐ section 370	☐ section 280	☐ section 306	☐ section 351
Land Rent	*Mark one*	☒ Non-Land Rent Lease	☐ Land Rent Lease			
Occupancy	*Mark one*	☐ Vacant possession	☐ Subject to tenancy			
Breach of covenant or unit articles	Description *(Insert other breaches)*	As disclosed in the Required Documents and				
Goods	Description	Fixed Floor Coverings, Window Treatments, Washing Machine, Dryer, Dishwasher, Microwave, and Light Fittings as inspected				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the Date of this Contract				
Electronic Transaction?		☐ No	☒ Yes, using Nominated ELN:	PEXA		
Land Tax to be adjusted?		☐ No	☒ Yes			
Residential Withholding Tax		New residential premises?		☒ No	☐ Yes	
		Potential residential land?		☒ No	☐ Yes	
		Buyer required to make a withholding payment?		☒ No	☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax		~~Relevant Price more than $750,000.00?~~		~~☐ No~~	~~☐ Yes~~	
		Clearance Certificates attached for all the Sellers?		☒ No	☐ Yes	

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.				
Buyer	Full name			
	ACN/ABN			
	Address			
Buyer Solicitor	Firm			
	Email			
	Phone		Ref	
	DX/Address			
Price	Price	$	(GST inclusive unless otherwise specified)	
	Less deposit	$	(10% of Price)	☐ Deposit by Instalments (clause 52 applies)
	Balance	$		
Date of this Contract				

Co-Ownership	*Mark one (show shares)*	☐ Joint tenants	☐ Tenants in common in the following shares:

Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	**Buyer signature**
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- ☒ Crown lease of the Land (including variations)
- ☒ Current certified extract from the land titles register showing all registered interests affecting the Property
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☐ Building Conveyancing Inquiry Document (except if:
  - the Property is a Class A Unit
  - the residence on the Property has not previously been occupied or sold as a dwelling; or
  - this Contract is an "off-the-plan purchase")
- ☐ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- ☐ Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- ☒ Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

If the Property is a Unit where the Units Plan is not registered:

- ☐ Inclusions list
- ☐ Disclosure Statement

If the Property is a Unit where the Units Plan is registered:

- ☒ Units Plan concerning the Property
- ☒ Current certified extract from the land titles register showing all registered interests affecting the Common Property
- ☒ Unit Title Certificate
- ☒ Registered variations to rules of the Owners Corporation
- ☐ (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- ☐ (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

If the Property is a Lot that is part of a Community Title Scheme:

- ☐ Section 67 Statement, as first or top sheet
- ☐ Community Title Master Plan
- ☐ Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:

- ☐ Proposed Community Title Master Plan or sketch plan
- ☐ Proposed Community Title Management Statement

GST

- ☒ Not applicable
- ☐ Input taxed supply of residential premises
- ☐ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☐ Margin scheme applies

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

Interest rate if the defaulting party is the Seller		0	% per annum
Interest rate if the defaulting party is the Buyer		10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	$	550	(GST inclusive)

Tenancy Summary

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Seller is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			$
	Is any of the consideration not expressed as an amount in money?			☐ No ☐ Yes
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			$
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.

2 There is no cooling off period if:

- the Buyer is a corporation; or
- the Property is sold by tender; or
- the Property is sold by auction; or
- before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
- this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.

3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Unit 119 UP No. 3941
Block 1 Section 528 108 City
16/240 Bunda Street, Canberra City
ACT 2601

Warnings

1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).

2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.

3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.

4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.

5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.

6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.

7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

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Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

1 An Agent, authorised by the Seller, may:

- insert:
  - the name and address of, and contact details for, the Buyer;
  - the name and address of, and contact details for, the Buyer Solicitor;
  - the Price;
  - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

Affecting Interests means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

Agent has the meaning in the Sale of Residential Property Act;

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Building Management Statement has the meaning in the Land Titles Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act* 2007,Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Unit 119 UP No 3341
Block 1 Section 52 48 Bunda Street Canberra City
ACT 2601
11764

Default Notice means a notice in accordance with clause 18.5 and clause;18.6

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

Developer in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property Act;

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

Excluded Change has the meaning in section 259A(4) of the Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Rate means the prevailing rate of GST specified as a percentage;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

Land Charges means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Land Titles Act means the *Land Titles Act 1925* (ACT);

Lease means the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act means the *Legislation Act 2001*;

Liability of the Owners Corporation means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act means the *Planning Act 2023* (ACT);

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

Property means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Property Act means *Civil Law (Property) Act 2006* (ACT);

Required Documents has the meaning in the Sale of Residential Property Act and includes a Unit Title Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

Sale of Residential Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

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Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Title Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

Unit Titles Management Act means the *Unit Titles (Management) Act 2011* (ACT);

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970;* and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the Electronic Transactions Act 1999 (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller's property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to $3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to $200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

Unit 19 UP No 611
Block 1 Section 58 Belconnen
6/24 Bunda Street Canberra City
ACT 2601

3. Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.

4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.

4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.

4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

4.5 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.

5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.

5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and

6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or

6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

6.2.3 rescind; or

6.2.4 complete and sue the Seller for damages.

6.3 The Buyer is not entitled to make any requisitions on the title to the Property.

6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;

6.4.2 a wall being or not being a party wall or the Property being affected by an

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easement for support or not having the benefit of an easement for support;

6.4.3 any change in the Property due to fair wear and tear before Completion;

6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;

6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;

6.4.6 the ownership or location of any dividing fence;

6.4.7 the ownership of any fuel storage tank; and

6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

7.1.1 the Seller will be able to complete at Completion;

7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;

7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and

7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;

7.2.2 the Seller will have the capacity to complete;

7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;

7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;

7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;

7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and

7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a Non-Land Rent Lease and not a Land Rent Lease.

7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

8. Adjustments

8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.

8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.

8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

9.2 If the Property is sold subject to a tenancy, the Seller has:

9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or

9.2.2 completed the tenancy summary on page 2 of this Contract.

9.3 If the Property is sold subject to a tenancy:

9.3.1 the Seller warrants that except as disclosed in this Contract:

(a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;

(b) if applicable, the Seller has complied with the Residential Tenancies Act;

Unit 1 GUP No 1991
Block 1 Section 52 Gungahlin
16 Linda Stirling Cct Gungahlin ACT 2912

(c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;

(d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;

(e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and

(f) if applicable, the Tenancy Agreement incorporates:

(i) the Prescribed Terms; and

(ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

(a) any written Tenancy Agreement to which this Contract is subject;

(b) a notice of attornment;

(c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and

(d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.

10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:

11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:

12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;

12.1.2 obtain approval for any Development conducted on the Land;

12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;

12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and

12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020* (ACT);

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

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Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

Electronic Workspace has the meaning given in the Participation Rules;

Electronically Tradeable means a land title dealing that can be lodged electronically;

ELN has the meaning given in the Participation Rules;

FRCGW Remittance means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

GSTRW Payment means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

Incoming Mortgagee means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

Mortgagee Details mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

Nominated ELN means the ELN specified in the Schedule;

Participation Rules mean the participation rules as determined by the ECNL;

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

Title Data means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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Land Registry as a result of this transaction being an Electronic Transaction; and

13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.

13.6 The Seller must within 7 days of the Effective Date:

13.6.1 create an Electronic Workspace;

13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and

13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.

13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:

13.7.1 Populate the Electronic Workspace with Title Data;

13.7.2 create and Populate the Electronic Transfer;

13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and

13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.

13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:

13.8.1 join the Electronic Workspace;

13.8.2 create and Populate the Electronic Transfer;

13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and

13.8.4 Populate the Electronic Workspace with a nominated Completion Time.

13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:

13.9.1 join the Electronic Workspace;

13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and

13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.

13.10 To complete the financial settlement schedule in the Electronic Workspace:

13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;

13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and

13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.

13.11 Before Completion, the parties must ensure that:

13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;

13.11.2 all certifications required by the ECNL are properly given; and

13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.

13.12 If Completion takes place in the Electronic Workspace:

13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and

13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.

13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.

13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:

13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

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the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

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the Stakeholder in trust for the Seller and the Buyer;

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

(g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

(h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.

18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.

18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:

18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice:

18.6.1 must specify the default;

18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and

18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

19.1.1 sue the Buyer for breach; or

19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

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recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

20.1.1 terminate and seek damages; or

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and

21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

22.3 The parties agree that:

22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and

22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

23.2 This clause is an essential term.

24. GST

24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

24.4 If this Contract says this sale is the supply of a going concern:

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24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89 of the Unit Titles Management Act.

32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes the Common Property.

33. Seller warranties

33.1 The Seller warrants that at the Date of this Contract:

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

(a) defects arising through fair wear and tear; and

(b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

(a) as set out in Schedule 4 to the Unit Titles Management Act; or

(b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

(c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

36. Unit Title Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

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37. Unregistered Units Plan

Warning: The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.

37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.

37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.

37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or

37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.

37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.

37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.

37.9 The parties acknowledge that the following must form part of the Contract:

37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and

37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.

37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:

38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or

38.1.2 there would be a breach of a warranty provided in clause 37.10:

(a) were this Contract completed at the time it is rescinded; and

(b) the Buyer is significantly prejudiced by the breach,

and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.

38.2 A notice must be given:

38.2.1 under clause 38.1.1:

(a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or

(b) in any other case — not later than 14 days after the later of the following happens:

(i) the Date of this Contract; and

(ii) another period agreed between the Buyer and Seller ends; or

Unit 119 UP No 3941 City Section 52 at 108 City Block 6 Canberra Street Canberra City ACT 2601

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38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

(a) about the breach; and

(b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case — not later than 14 days after the later of the following happens:

(a) the Buyer's copy of the Contract is received by the Buyer;

(b) another period agreed between the Buyer and Seller ends.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41. Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

44.1 For the purposes of clause 10.1 Property includes the Common Property.

45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Unit 16 Block 1 Section 52 UP No 6941 City
116/2 Bunda Street Canberra City
ACT 2601

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.

46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.

46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.

47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.

47.4 The Buyer must:

47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and

47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.

48.2 The Section 67 Statement must:

48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;

48.2.2 state the name and address of:

(a) the body corporate of the scheme; or

(b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;

48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;

48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;

48.2.5 be signed by the Seller or a person authorised by the Seller; and

48.2.6 be substantially complete.

48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.

48.4 The Buyer may rescind this Contract if:

48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and

48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.

50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

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51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

51.1 In this clause 51 the following words have the following meanings:

CGT Asset has the meaning in the *Income Tax Assessment Act 1997*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

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52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

53.1 In this clause 53 the following words have the following meanings:

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion,

whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

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* Alter as necessary

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53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.

53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:

53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and

53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

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Block 1 Section 52 & 108 City
1116/240 Bunda Street, Canberra City
ACT 2601

CONDITIONS OF AUCTION SALE

These are the terms upon which the auction for the sale of the Property described in the Contract for Sale will be conducted:

1. No bids may be made for the Seller of the property. *

OR

1. The auctioneer may make 1 bid for the seller of the property at any time during the auction. *

[*One of these alternatives must be deleted.]

2. Each person bidding must be entered on the bidders record.

3. The auctioneer may refuse any bid.

4. The auctioneer may decide the amount by which the bidding is to be advanced.

5. The auctioneer may withdraw the property from sale at any time.

6. The auctioneer may refer a bid to the seller at any time before the end of the auction.

7. If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.

8. If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.

9. The sale is subject to a reserve price unless the auctioneer announces otherwise.

10. The highest recorded bidder will be the buyer, subject to any reserve price.

11. If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.

12. The buyer must sign the contract immediately after the fall of the hammer.

SPECIAL CONDITIONS

1. General

(a) Each provision of this Contract that confers rights or imposes obligations on any party which continue after Completion shall not merge on Completion.

(b) If there is any inconsistency between the printed form of this Contract and these special conditions, these special conditions shall prevail.

(c) Neither the Buyer nor the Seller will make any objections, requisitions or claim or delay Completion or rescind or terminate this Contract in respect of the matters raised in this Special Condition.

---

2. Interpretation

(a) In this Contract:

(i) headings are for convenience only and do not affect interpretation; and

(ii) unless the context indicates a contrary intention:

the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender; and

each provision of this Contract will be interpreted without disadvantage to the party who (or whose representative) drafted that provision.

(b) This Contract is governed by and will be construed according to the laws of the Australian Capital Territory.

---

3. Required Documents

(a) The Buyer acknowledges that it has had the opportunity to make its own enquiries and obtain its own advice regarding the matters contained in the Required Documents.

(b) The Buyer certifies it has received the required Documents.

(c) The Buyer agrees not to:

(i) Raise any objection or Requisition,

(ii) Make any claim for compensation or damages,

(iii) Delay completion, or

(iv) Rescind or terminate this Contract.

As a result of anything disclosed in the Required documents except in accordance with the Buyer's rights under the *Civil Law (Sale of Residential Property) Act 2003.*

In this clause, the term **Required Documents** means the documents attached to This Contract as set out on page 2 of this Contract.

---

4. Lockdown Period

(a) In this clause, "Lockdown" means when any of the following is closed in accordance with any direction by a Government Department or Authority or company policy:

(i) The ACT Law Society settlements room;

(ii) The bank or financial institution of the Seller or Buyer from whom the Seller must obtain a discharge of mortgage and the Buyer must obtain funding to complete this Contract;

(iii) The ACT Land Titles Office; and

(iv) the ACT Revenue Office.

(b) In the event that Completion is unable to occur on the date for Completion due to a lockdown in the ACT caused by the COVID19 pandemic ("the Lockdown period") and Completion is not effected on the date for completion, then the date for Completion is extended to the 5th business day after the date the Lockdown period ends (**Resumption Date**).

(c) Despite clause 26 of the Contract, in the event that a party serves the other party to this Contract with a Notice to Complete during the Lockdown Period, service of that Notice is deemed effected on the Resumption Date.

(d) In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires within the Lockdown Period, then the date of expiration of that Notice is extended to the Resumption Date.

(e) In the event that the Buyer or the Seller is liable to pay damages pursuant to Clause 22 of this Contract, no damages will be payable by either party for any day commencing from the start of the Lockdown period to the Resumption Date inclusive.

---

5. Improvements

(a) The Seller is not required to deliver on completion any Certificates of Fitness for Occupancy and Use in relation to the Improvements other than such certificate/s now in possession of the Seller.

(b) The Buyer acknowledges that the Buyer has inspected the Improvements and is purchasing them in their present state of repair and condition and other than as prescribed by the Property Act the Buyer may make no objection, requisition or claim for compensation in respect of the:

(i) state of repair of the Improvements;

(ii) condition of the Improvements; and

(iii) any defect or uncertified Improvements.

(c) The Buyer will not be entitled to rescind this Contract and will make no requisition or claim for compensation in respect of:

(i) any encroachment by the Improvements on neighbouring land;

(ii) any encroachment onto the Land by any Improvements, buildings or structures erected on any neighbouring land;

(iii) any breach of covenant of the Crown Lease including where the breach arises out of the existence of an unapproved structure.

---

6. Real estate agents

The Buyer acknowledges that the Buyer was not introduced to the Property or the Seller by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Seller's agent or co-agent, if any, specified in this contract). The Buyer will indemnify the Seller against any claim for commission by any real estate agent or other person (other than the Seller's agent or co-agent, if any, specified in this contract) arising out of an introduction of the Buyer and against all claims and expenses for the defence and determination of such a claim made against the Seller. This right continues after Completion

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7. Adjustments

If Completion does not occur on or before the Date for Completion otherwise than due to the fault or delay of the Seller, the adjustment of Land Charges, other than income under Clause 8.1, will be adjusted from the Date for Completion rather than on Completion.

---

8. Error in adjustment

If any amount for the adjustment of Land Charges is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and reimburse each other accordingly after Completion. This Special Condition shall not merge on Completion.

---

9. Keys

The Seller will supply all keys in the Seller's possession or control in respect of the Property to the Buyer on completion. The Buyer will make no objection,

requisition or claim for compensation whatsoever in relation to any keys in respect of the Property.

---

10. DEFT Auction Pay

(a) Subject to the following clauses, the Buyer may pay the Deposit payable under the terms of this Contract on the Date of this Contract to the Stakeholder using DEFT Auction Pay (being the Macquarie Bank online funds transfer system).

(b) This special condition will only apply if the Buyer pays the Deposit on the Date of this Contract using DEFT Auction Pay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract.

(c) If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (**Payment Period**), then the Buyer must pay the Deposit payable on the Date of the Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in (a) was not received within the Payment Period.

---

11. Payment of Deposit by Bond or Guarantee

(a) In this Contract the word "Guarantee" means respectively the Deposit Power Bond or Guarantee or Bank Guarantee issued to the Seller at the request of the Buyer by an Insurance Company or by a Bank ("the Guarantor") and in and to the effect of the form annexed to this Contract.

(b) Subject to paragraphs (c) and (d) below, the delivery of the Guarantee, upon or before the making of this Contract, to the Seller Solicitor shall, to the extent of the amount guaranteed under the Guarantee, be deemed to be payment of the Deposit in accordance with this Contract.

(c) The Buyer shall pay the amount stipulated in the Guarantee to the Seller in cash or by unendorsed bank cheque on Completion or at such other time as may be provided for the Deposit to be accounted for to the Seller.

(d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit then, to the extent that the amount has not already been paid by the Guarantor under the Guarantee, the Buyer shall forthwith pay the Deposit (or so much thereof as has not been paid) to the person nominated in this Contract to hold the Deposit.

(e) The Seller acknowledges that payment by the Guarantor under the Guarantee shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the deposit under paragraph (d) above.

(f) If the Guarantor is placed under external administration of any nature before the Date for Completion, or if the Guarantee expires before the Date for Completion, the Buyer must within 24 hours secure the Deposit to the Seller by either:

(i) providing a replacement Guarantee by another Guarantee provider reasonably acceptable to the Seller, or

(ii) payment of the Deposit in accordance with Clause 2.1,

and this Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

(g) As the Seller has agreed to the Buyer's payment of the Deposit by Guarantee in lieu of cash or cheque the Seller will not provide a bank cheque allowance on Completion for any bank cheque drawn to the Stakeholder in payment of their commission, which would have been paid from the Deposit had the Deposit been paid by cash or cheque to the Stakeholder.

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12. Director's guarantee

(a) If the Buyer is a corporation, each director of that corporation must guarantee the Buyer's performance of its obligations under this Contract.

(b) The Director's Guarantee is to be in the form attached to this Contract.

DIRECTOR'S GUARANTEE

I/We, (name of Director/s) _____ of (address) _____ agrees as follows:

(a) I/We am/are a Director/s of the Buyer.

(b) In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller:

(i) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and

(ii) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.

(c) This is a continuing guarantee and binds me/us not withstanding:

(i) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or Buyer's Director's;

(ii) any indulgence, waiver or extension of time by the Seller or the Buyer or me/us or to the Buyer's Directors; and

(iii) Completion of this Contract.

(d) In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to the third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceeding against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.

(e) I/We agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this day of 20

Note: All directors of the Buyer must sign this guarantee. If the Buyer is a sole director, please write "Sole Director" after the director's signature.

Signed sealed and delivered by: |

|

in the presence of: | .....

| Signature

.....	.....
Signature of Witness	Signature
.....	.....
Full Name of Witness	Signature
	.....
	Signature

Product	Title Details
Date/Time	19/06/2025 04:40PM
Customer Reference	8029358
Order ID	20250619001534
Cost	$34.00

Volume 2106 **Folio** 9 **Edition** 6

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

City Section 52 Block 1 on Deposited Plan 2677 with 332 units on Unit Plan 3941

Unit 119 (Class A) entitlement 31 of 10000, 3 subsidiaries

City Section 108 Block 1 on Deposited Plan 11098 with 332 units on Unit Plan 3941

Unit 119 (Class A) entitlement 31 of 10000, 3 subsidiaries

Lease commenced on 04/09/2013, terminating on 31/01/2098

Proprietor

LEE KATAUSKAS

as the Executor

160 NAMATJIRA DRIVE, CHAPMAN ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume** N/A **Folio** N/A

Restrictions

Purpose Clause: Refer Units Plan

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at https://www.planning.act.gov.au/ or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201323627	Development Application	29/04/2013	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	29/05/2013

Description
LEASE VARIATION. Please see Development Application form for further details.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at https://www.planning.act.gov.au/ or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

This data (excluding administrative interests) is certified correct by the Registrar-General at 16:43:30 on 19/06/2025

Unregistered dealings have not been formally recorded in the register.

Product	Title Details
Date/Time	19/06/2025 04:40PM
Customer Reference	8029358
Order ID	20250619001534
Cost	$34.00

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201017144	Development Application	26/03/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	07/07/2010

Description
Mixed Use - Demolition - New Building - Lease Variation. Demolition of existing buildings and construction of a 16 storey building comprising of 330 residential units and 2 non residential units with associated car parking. Vary the Crown lease as follows: To use the said land for the following purposes: Residential dwellings units; restaurant; non retail commercial shop financial establishment; PROVIDED ALWAYS THAT there is a maximum of 330 residential dwelling units and that the maximum gross floor area for uses (ii) - (v) is 280 square metres; Delete the following clauses: 3 (b) Gross Floor Area; 3(c) Maximum gross floor area; 3(d) carparking; and 5 (c) Service Areas

This data (excluding administrative interests) is certified correct by the Registrar-General at 16:43:30 on 19/06/2025
Unregistered dealings have not been formally recorded in the register.

Product	Title Details
Date/Time	26/11/2024 05:19PM
Customer Reference	2241128
Order ID	20241126001643
Cost	$0.00

Volume 2104 **Folio** 90 **Edition** 5

AUSTRALIAN CAPITAL TERRITORY

Dealings pending registration

TITLE SEARCH

LAND

City Section 52 Block 1 on Deposited Plan 2677 with 332 units on Unit Plan 3941

City Section 108 Block 1 on Deposited Plan 11098 with 332 units on Unit Plan 3941

Lease commenced on 04/09/2013, terminating on 31/01/2098

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3941

Grady Strata and Facilities, G2/65 Canberra Avenue Griffith ACT 2603

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume** N/A **Folio** N/A

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
25/07/2014	1929136	Application to Note Special Resolution
17/03/2015	1960341	Application to Note Special Resolution
11/01/2016	2009033	Application to Note Special Resolution
13/09/2017	2111133	Correction to Register - Amendment to page 45 of Unit Plan - Refer Instrument
23/08/2021	3099210	Application to Note Special Resolution
28/06/2022	3172168	Court Order - Refer Instrument
Unregistered	3350898	Application to Note Special Resolution - lodged on 15/11/2024

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at https://www.planning.act.gov.au/ or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

This data (excluding administrative interests) is certified correct by the Registrar-General at 17:20:05 on 26/11/2024

Unregistered dealings have not been formally recorded in the register.

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This data (excluding administrative interests) is certified correct by the Registrar-General at 17:20:05 on 26/11/2024

Unregistered dealings have not been formally recorded in the register.

ACT Government
Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Commu

SR$1929136 24/07/2014 11:46:26 PIDCS

SPECIAL
BY OWNERS C

1929136

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO BOX 1539, CANBERRA CITY 2601	6209 1515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2041:90	CITY	52	1	3941

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)

Amend rules 4 & 11 & add new rules 12 to 16

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☑ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS - UNITS PLAN No. 3941 Common Seal

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)

Signature	Signature
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held ADMINISTRATION MANAGER	Office Held SENIOR ADMINISTRATION OFFICER

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			No sig next page Okd by Len 25/7
Registered by		Registration Date	25 JUL 2014

Approved form AF 2012 – 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2010-61
Unauthorised version prepared by ACT Parliamentary Counsel's Office

Unit Titles (Management) Act 2011
NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: *3941*

A2 - Annual General / General meeting
Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Wednesday, 27 November, 2013*

Tick applicable box, or both boxes if applicable:

☑ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

☐ **Convened After Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments (under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

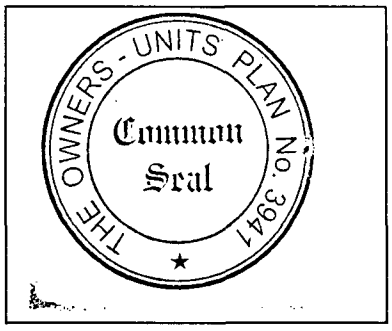
A3 - Reduced Quorum Decisions
[*If there is insufficient space here, tick ☑ and attach details to the notice*]
Date of decision: *Wednesday, 27 November, 2013*
Full text of reduced quorum decision (See attached Minutes)

A4 - Owners Corporation Declaration
The information in this notice has been recorded on the following date from details shown in the records of the Owners Corporation.

Dated: *Tuesday, 3 December, 2013*

Signature: _____

Designation: Body Corporate Manager



Seal

MINUTES OF FIRST ANNUAL GENERAL MEETING
UNITS PLAN 3941 "MANHATTAN ON THE PARK"
240 BUNDA STREET, CANBERRA CITY



Held: Wednesday, 27 November, 2013 at 6.15 pm
Sutherland Theatrette, National Convention Centre
31 Constitution Avenue, Canberra City

Present: Mr W Kostyrko (Unit 5), Mr Z Tian (Unit 7), S and M Mukherjee (Unit 9), Mr I Cengic (Unit 10), D Rossi Investments Pty Ltd (Unit 17), Mr M Mana and J Aguilar (Unit 20), Mr J and Mrs V Kaduthodil (Unit 23), Mr M Neilsen (Unit 26), Mr J Boyle (Unit 33), A Holland (Unit 38), Mr G Stewart (Unit 57), Mr J Kroeger (Unit 65), Ms A Gordon (Unit 67), Mr J and Mrs D Catterall (Unit 71), Mr D and Mrs I Spedding (Unit 80), Mr A and Mrs N Platt (Unit 85), Mr F and Mrs J Stansfield (Unit 92 and Unit 187), Mr S Goundar and Ms T O'Brien (Unit 104), Mr J Hansen (Unit 106), Mr B Smith (Unit 108), Mr Z Zhang (Unit 109), Mr A Ahmed and Ms P Rane (Unit 110), Mr R Lim (Unit 117), Mr C and Mrs C Warnes (Unit 130), Ms J Chen (Unit 137), Ms R Chua (Unit 147), Ms G Ferreira (Unit 156), Mr P Hopner and Mrs S Hopner (Unit 167), Dr S Bragg (Unit 174), Mr S Sergi (Unit 182), Mr P and Mrs M Majadas (Unit 183 and Unit 320), Ms L Steadman and Ms C Trong (Unit 184), Mr R and Mrs K Boc (Unit 185), Ms J Boersma (Unit 186), Mr K and Mrs D Herbert (Unit 188), Mr D Wooden and Ms K Mitchison (Unit 196), Mr W and Mrs K Dirix (Unit 197), Mr G Lee and Ms S Heng (Unit 204), Ms L Steadman (Unit 234), Mr S and Mrs N Moore (Unit 235), Mr M and Mrs I Reginaldo (Unit 255), Mr H Yeh and Ms D Qiu (Unit 270), Mr D Sostaric and S Hu (Unit 274), Ms L Burgess (Unit 275), Mr S and Mrs L Sergi (Unit 280), Mr M Palic and Mr N Downey (Unit 281), Ms B Park (Unit 284), Ms K Brooks (Unit 286), Mr J Shen (Unit 295), Mr I Squires (Unit 296), Ms Y Liu (Unit 300), Mr R Solecki and Ms A Solecka (Unit 301), Ms H Chau (Unit 305), Ms N Dobson (Unit 308), Mr M Kemp and Mr J Chamberlain (Unit 314), Q Tang (Unit 318), Mr D Wang (Unit 319).
Mrs S Shaw, Mr P Deschanel and Mr G Lee representing Independent Body Corporate Services

Proxies: Mr N Chotiner (Unit 15), Mrs D Peterson (Unit 47), Mr P Crick (Unit 94), TM and PF Truong (Unit 184), Irena Jordan Super Pty Ltd (Unit 210), Ms L Clifford (Units 219 and 291), HK Chui (Unit 234), Mr N and Ms C Andrews (Unit 248), Mr S Peios (Unit 254) and R Brennan (Unit 3)

Apologies: Ms W Tse (Unit 88), Ms L Clifford (Units 219 and 291)

Chair: Mrs S Shaw chaired the meeting

Quorum: A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note *– Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*



MINUTES OF PREVIOUS ANNUAL GENERAL MEETING -
The minutes of the Annual General Meeting dated had been distributed to all owners.

MOTION 1: *It was resolved that the Minutes of the previous Annual General Meeting be adopted.* **CARRIED**

MATTERS ARISING FROM MINUTES -

Safety Signage –
An owner queried the item of Safety Signage, and why this had not been installed by the builder or developer prior to completion. The Strata Manager noted that the developer would have been required to fulfil any statutory requirements prior to occupancy being allowed. Further signage may be undertaken by the Owners Corporation as appropriate to their needs.

Exterior Glass and Façade cleaning –
An owner queried the requirement that the Owners Corporation be responsible for the cleaning of exterior glass and façade cleaning in relation to warranty obligations. The Strata Manager noted that this meant that that the glass and exterior would need to be cleaned correctly in order to maintain any warranties applicable to the relevant item.

Commercial Units – Signage –
An owner raised concerns in relation to the ability of commercial units to erect signage within their shop front windows. The Strata Manager noted that that the Executive Committee would be able to resolve any issues with incongruent/inappropriate signage that may be installed in the shop fronts and to set guidelines as they see fit.

Responsibility for Maintenance of Air-Conditioning-
An owner queried the maintenance responsibilities of each owner's air-conditioning unit. The Strata Manager noted that as these are the responsibility of the Unit owner to maintain, it would be prudent in the first instance to check the warranty when requesting a service or maintenance. After which, items could be referred to the Strata Manager to see if they are symptomatic of a larger issue.

INSURANCE –
The Owners Corporation holds insurance cover with Longitude Insurance as follows:

Policy No: **LNG-STR-44150**	Due date - 29/08/2014
Building replacement	$138,000,000
Contents	$1,380,000
Public liability	$20,000,000
Machinery Breakdown	$20,000,000
Office Bearers Liability	$2,000,000
Workers Compensation	In accordance with the Act
Excess	$250.00
Excess (Pipes, water and malicious damage)	$2,500.00
Premium	$82,381.86

MOTION 2: *It was resolved that the Owners Corporation of UP3941 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.* **CARRIED**

FINANCIAL REPORT -
The financial report had been circulated to all owners. The financial statements showed a balance of $251,396.23 in the Administrative Fund and a balance of $34,121.64 in the Sinking Fund. The balance of the Cheque Account is $277,969.44.

The meeting queried some items in the financial statements that would need looking into. These included:

6-2000 Electricity to the value of $9,323.37 (31/08/2013 – 30/09/2013). The Strata Manager noted that the building registered on the 4/09/2013, and as such it appears as though 4 days of this electricity bill should have been paid by the builder/developer.

6-7030 R&M – Elevators/Lifts to the value of $759.00. The Strata Manager noted that this charge was for an afterhours call out due to trapped passengers in the lift.

6-7625 Signage to the value of $98.75. The Strata Manager noted that this charge was for the costs of the installation of signage as required by the Unit Titles Act.

MOTION 3: *It was resolved that the financial statements be accepted as presented subject to clarification.* **CARRIED**

INVESTMENT OF FUNDS –
MOTION 4: **Special Resolution:** *It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for Units Plan 3941.* **CARRIED**

SINKING FUND FORECAST –
A discussion took place regarding the Sinking Fund Forecast budgeted costs.

MOTION 5: *It was resolved that the Owners Corporation obtain a 10 year Sinking Fund Forecast.* **CARRIED**

BUDGET DEBATE ADMINISTRATIVE FUND –
The meeting noted several concerns in relation to the proposed Administrative Fund budget amounts as well as dates of budget coverage.

MOTION 6: *It was resolved that the proposed Administrative Fund budget of $1,000,613.64 (excl. GST) be adopted.* **CARRIED**

Secretarial Note:- *In relation to the financial year and budget year please be aware of the following.*

THE OWNERS - UNITS PLAN NO. 3941 Common Seal

The financial year for the complex runs from the 1/11/2013 – 31/10/2014. The levy period for the complex runs from 1/1/2014 – 31/12/2014. As such the first year budget of 4 months covers the complex for the period of 4/9/13 -31/12/13. The second year budget, as outlined in Motion 6, covers the complex for the 1/1/14 - 31/12/14.

This effectively means that any payments due under the budget as was agreed to at the meeting run from 1 January, 2014.

As noted during the meeting, the Strata Manager will consult with H Chau of the Executive Committee, to resolve any outstanding budgetary concerns.



BUDGET DEBATE SINKING FUND -

MOTION 7: *It was resolved that the proposed Sinking Fund budget of $100,061.36 (excl. GST) be adopted.* **CARRIED**

BUDGET DEBATE ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION -

MOTION 8: *It was resolved that the corporation determine a levy equal to the approved budget for the 12 month period, commencing 1 November 2013, and to be contributed to in accordance with the unit entitlements and at quarterly intervals, being 1 January, 1 April, 1 July and 1 October 2014.* **CARRIED**

STRATA MANAGEMENT AGENCY AGREEMENT -

The Strata Manager noted that the current agreement in place was signed on 4 September 2013 and expires 4 September 2015. A copy of the agreement has been made available on the Owners Portal, and can also be provided on request to Owners.

EBIX TRADES MONITOR -

MOTION 9: *It was resolved that the services of EBIX Trades Monitor be engaged to audit contractors to ensure compliance with insurance and licencing requirements, at an annual cost of $78.00 (plus GST).* **CARRIED**

APPOINTMENT OF SERVICE CONTRACTORS -

MOTION 10: *It was resolved that the Executive Committee be authorised to make determinations concerning appointment of a service contractor with any contractor being appointed for a trial period of 12 months, with a maximum rollover period of 2 years.* **CARRIED**

ELECTION OF COMMITTEE –

A large amount of interest was shown by Owners to form the Executive Committee for the complex, with 14 nominations in total. As such, voting took place to elect a maximum of 7 Owners to the committee for the year.

MOTION 11: *It was resolved that the Owners Corporation of Units Plan 3416 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.* **CARRIED**

The following Owners were elected to stand as Executive Committee Members until the next Annual General Meeting:

Mr Z Tian (Unit 7), Mrs N Platt (Unit 85), Mr F Stansfield (Unit 92), Ms J Boersma (Unit 186), Mr I Squires (Unit 296), Ms H Chau (Unit 305), and Mr D Bibo (Unit 307).

RULE AMENDMENTS AND ADDITIONS –

An Owner noted concerns in relation to the approval of any structural alterations in relation to the commercial units, specifically in relation to Motion 12. The Strata Manager noted that for any works such as core drilling, the commercial unit would need to seek approval from the Strata Manager as well as provide the relevant certificates including a Certificate of Currency for construction risks and a Certificate of Occupancy relating to the works on completion.

MOTION 12: **Special Resolution**: *It was resolved that Rule 4 of the Default Rules be amended.* **CARRIED**

MOTION 13: **Special Resolution**: *It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a).* **CARRIED**

MOTION 14: **Special Resolution**: *It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as per "Attachment A" with all costs for registering being expended from the Administrative Fund.* **CARRIED**

PROCEDURAL MOTIONS –

MOTION 15: *It was resolved that all previously registered Rules of Units Plan 3941 be re-registered with the Default Rules as Rules 13 to 16.* **CARRIED**

HOUSE RULES –

The Strata Manager noted that the Executive Committee would develop and finalise the House Rules for the complex in consultation with the Strata Manager.

BALCONY LOADING RECOMMENDATIONS –

The Strata Manager advised those present of the balcony load limits as follows:

Design Live Load Applicable to all Balconies	**= 2.5KPa/m2 or 250kg/m2**
Design Dead Load Applicable to all Balconies	**= 0.5KPa/m2 or 50kg/m2**

Owners are encouraged to advise any occupants or residents of these limits and how they apply.

GENERAL BUSINESS -

Nil.

Meeting closed at 7.45pm

THE OWNERS - UNITS PLAN No. 3941
Common Seal

Default Rules – UP 3941 "Manhattan on the Park" [Attachment A]

1 Definitions—Default Rules

(1) In these Rules:

Executive Committee Representative means a person authorised in writing by the Executive Committee under Rule 10 (4).

Owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in the Act has the same meaning in these Rules.

2 Payment of rates and taxes by unit Owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

(2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a Territory Law.

4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the Owners Corporation by unopposed resolution; and

(b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

Note *An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).*

THE OWNERS - UNITS PLAN NO. 3941 Common Seal

(2) Permission may be given subject to conditions stated in the resolution.

5 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

6 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

7 Use of unit—nuisance or annoyance

(1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the Owners Corporation.

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the Owners Corporation.

9 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

10 What may an Executive Committee representative do?

(1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:

(a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

(c) do anything else the Owners Corporation is required to do under the Act or these rules.

(2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).

(3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—

(a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or

(b) in an emergency, it is essential that it be done without notice.

(4) The Executive Committee may give a written authority to a person to represent the Corporation under this rule.

11 Seal of Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—

(a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, *s 88).*

(b) the seal must be attached in the presence of two (2) Executive members; and

(c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.

(2) Managing agent may affix seal -

(a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1

12 Recovery of Legal Fees

(1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of

the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

(2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.



(4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.

13 Signage

(1) Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the executive committee.

(2) Without limiting paragraph (1), signs including real estate "For Sale" and "To let/lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.

14. Balconies and Floors

(1) A unit owner must not overload any floors or balconies and observe the maximum floor loading and any maximum load limits in the common property and their unit.

(2) The owner must not utilize the balconies for the purposes of hanging or drying laundry.

15. Air Conditioning

(1) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning plant may be located on the common property.

(2) The owners corporation will not be responsible for contributing to the repair and maintenance of air conditioning plant.

(3) The owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimize noise disturbance to other residents.

16. Commercial Units

(1) Erections and Alterations in relation to Commercial Units—

(a) Any structural alteration will be permitted as long as the erection or alteration is within the boundary of the unit or, if outside the boundary of the unit, is necessary for the unit to be used for its proper purpose and is in accordance with the provisions of any law in force in the territory applicable in the circumstances.

(b) The body corporate manager is authorised to affix the common seal of the corporation to any development and building applications for the commercial units that are made in accordance with this rule.

(c) Any works undertaken in accordance with this article shall be subject to:

(i) a certificate of currency for construction risks (noting the interests of the owners corporation) being provided prior to any works commencing; and

(ii) a copy of the certificate of occupancy relating to the works being provided following completion of the works.

(2) Signage in relation to Commercial Units—

(a) Signage will be permitted as long as the signage is within the boundary of their unit or if outside the boundary of the unit permission is given by the executive committee.

(b) The body corporate manager is authorised to affix the common seal of the corporation to any development and building applications for the commercial units that are made in accordance with this rule.

(c) If the authorized signage infringes on unleased Territory land, the members resolve to make an application to the Territory to allow the signage to be erected.

(d) The owners of the commercial units are granted special privilege to affix signage and display material in the windows of their units from time to time.

(3) Waste Removal and Grease Trap in relation to Commercial Units—

(a) Each owner of the commercial units will be responsible for commercial waste removal and cleaning of grease traps.

(4) Commercial Exhaust in relation to Commercial Units—

(a) The commercial exhaust that services the commercial units may require cleaning from time to time. In order to clean the exhaust each owner of the commercial units agrees to give access, at all reasonable times, after notice is given, to allow for cleaning of the exhaust and associated duct work ("Exhaust System")

(b) In addition, each owner of the commercial units acknowledges that nay fit out of the units must be done so as to ensure access to the Exhaust System is Maintained. Specifically any ceilings made of plasterboard, or other solid material, must include access panels to enable maintenance and cleaning of the Exhaust System.

(c) The owners of the commercial units also acknowledge that they are solely responsible for the maintenance and cleaning of the Exhaust System.



ACT Government
Justice and Community Safety

OFFICE OF REGU
ACT Justice and Community S

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SPECIAL RE
BY OWNERS CORPORATION 1960341

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
INDEPENDENT STRATA MANAGEMENT PTY LTD	**GPO BOX 1539, CANBERRA CITY 2601**	**6209 1515**

TITLE AND LAND DETAILS			
Volume & Folio	**District/Division**	**Section**	**Block**
4 2104:90	CITY	52	1

UNITS PLAN NUMBER
3941

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)

Add additional rule 17

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☑ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS - UNITS PLAN No. 3941 Common Seal

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)

Signature [signature]	Signature [signature]
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held ADMINISTRATION MANAGER	Office Held SENIOR ADMINISTRATION OFFICER

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	17 MAR 2015

Approved form AF 2012 – 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2010-61
Unauthorised version prepared by ACT Parliamentary Counsel's Office

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: *3941*

A2 - Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Thursday, 11 December, 2014*

Tick applicable box, or both boxes if applicable:

☑ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

☐ **Convened After Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments (under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

A3 - Reduced Quorum Decisions

[*If there is insufficient space here, tick* ☑ *and attach details to the notice*]

Date of decision: *Thursday, 11 December, 2014*

Full text of reduced quorum decision (See attached Minutes)

A4 - Owners Corporation Declaration

The information in this notice has been recorded on the following date from details shown in the records of the Owners Corporation.

Dated: *Tuesday, 16 December, 2014*

Signature: _____

Designation: Strata Manager

THE OWNERS - UNITS PLAN No. 3941 Common Seal

Seal

AF2012-112 made under the Unit Titles (Management) Act 2011, s.146

MINUTES OF ANNUAL GENERAL MEETING
UNIT PLAN 3941 – "MANHATTAN ON THE PARK"
240 BUNDA STREET, CANBERRA CITY

Held: On Thursday, 11 December, 2014 at 5.30 pm

At: Canberra Rex Hotel, 150 Northbourne Avenue, Canberra City, ACT 2601

Present: Mr P & Mrs L Trainor (Unit 1), Mrs R Peterwald (Unit 4), Mr Z Tian (Unit 7), Mr P Blackney (Unit 11), Mr M Mana & Mrs J Aguilar-Mana (Unit 20), Mr A Heywood (Unit 21), Mr M Nielsen (Unit 26), Mr J Boyle (Unit 33), Ms A Gordon (Unit 67), Mrs N Platt (Unit 85), Mrs J Stansfield (Unit 92), Mr A Ahmed & Mrs P Rane (Unit 110), Mr R Lim (Unit 117), Ms J Ryan (Unit 133), Ms J Chen (Unit 137), Mr J Efstathiou (Unit 171), Dr S Bragg (Unit 174), Mr F Stansfield (Unit 187), Mr K & Mrs D Herbert (Unit 188), Ms K Mitchison (Unit 196), Mr T Phan (Unit 200), Mr G & Mrs W Olsen (Unit 224), Mr N and Mrs C Andrews (Unit 248), Mrs M Blackney (Unit 268), Mr N Downey (Unit 281), Mr B Liscombe (Unit 282), Mr I Squires (Unit 296), Ms H Chau (Unit 305), Mr J Chamberlain & Mr M Kemp (Unit 314), and Mr T Smart (Unit 317)
Mr P Deschanel and Mrs S Shaw representing Independent Strata Management Pty Ltd
Mr C Blake representing Laing and Simmons Commercial Real Estate

Proxies: Mr N Chotiner (Unit 15), Minty Mounty Holdings Pty Ltd (Unit 91), Mr C Wilson (Unit 100), Ms J Boersma (Unit 186), I Jordan Super Pty Ltd (Unit 721) and Mr H Tse & Mrs K Tse (Unit 330)

Apologies: D Rossi Investments Pty Ltd (Unit 17), Mr J & Mr V Kaduthodil (Unit 23)

Chair: Mr I Squires (Unit 296) was elected chairperson for the meeting.

Quorum: A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note *– Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

MINUTES

MOTION 1: *It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.* **CARRIED**

Matters arising from Minutes
None.

THE OWNERS - UNITS PLAN No. 3941
Common Seal

INSURANCE

The Owners Corporation holds insurance cover with CHU Underwriting Agencies Pty Ltd as follows:

Policy No: **HU0006882**	Due date – 29/08/2015
Building replacement	$138,000,000
Contents	$1,350,000
Public liability	$20,000,000
Catastrophe Insurance	$20,700,000
Office Bearers Liability	$2,000,000
Workers Compensation	In accordance with the Act
Excess	$1,000
Premium	$66,879.65

The Owners Corporation holds insurance cover with **Vero Insurance** as follows:

Policy No: **MEB10804235**	Due date – 29/08/2015
Machinery Breakdown	$139,350,000
Excess – chillers & generators	$5,000
Excess – AC & refrigeration	$1,000
Excess – other equipment	$500
Premium	$5,660.05

THE OWNERS - UNITS PLAN No. 3941 Common Seal

Insurance
A discussion took place in relation to the Insurance policies held by the Owners Corporation. Owners queried the value insured with Vero Insurance, which is for a higher value than the building replacement value insured with CHU Underwriting Agencies. The Strata Manager confirmed that the values on the agenda were correct, and in line with the figures as outlined on the Insurance Certificate of Currency.

***Secretarial Note:** - The machinery breakdown policy is held with Vero Insurance, not Longitude Insurance. This has been corrected above. Should owners require copies of the Certificates of Currency, or product disclosure statements for either policy, they are encouraged to contact the Strata Manager.*

Owners also queried the manner in which the Insurance quotes were obtained. The Strata Manager confirmed that the quotes for insurance were sought by a broker, then provided to the Executive Committee who made a decision as to which Insurer to proceed with.

***Secretarial Note:** - The quotes for insurance renewal were sought by Body Corporate Brokers.*

MOTION 2: *It was resolved that the Owners Corporation of UP3941 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.* **CARRIED**

Insurance Valuation
A discussion took place in relation to the sum insured for the building. It was agreed by those present that a valuation be undertaken, for the consideration of the Executive Committee.

Contents Insurance
An Owner present queried the responsibility for the repairs of damaged contents within their unit, which were as a result of a defect that had been reported with the builder. The Strata Manager advised, that as the matter was due to a defect reported with the builder, it was their understanding that the builder would be responsible to make good any damaged contents, and that they would need to pursue this matter further with the builder.

FINANCIAL REPORT

The financial report had been circulated to all owners. The financial statements showed a balance of $519,982.38 in the Administrative Fund and a balance of $134,440.54 in the Sinking Fund. The balance of the Cheque Account is $620,141.19.

Telephone Lines
An Owner present queried the costs to date for the provision of telephone lines from TransACT. The Strata Manager confirmed that the costs are for the provision of telephone lines to services such as lifts, fire and other common property communication requirements.

***Secretarial Note:** - There are a total of nine telephone lines provided by TransACT. These lines service the six lifts, as well as other emergency services such as fire lines.*

MOTION 3: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

BUDGET/LEVIES

Administrative Fund
A discussion took place on standard of services such as commercial carpet cleaning, security services and other services to be considered by EC for tender process to ensure cost effectiveness and high standard of service delivery. Fair and competitive means to avoid monopoly of services provision by one service provider and budget is spent accordingly.

It was agreed to include an allowance for external façade cleaning to three cleans per annum. The expenditure of line item 6-1370 Cleaning – Windows be increased to $60,000.00 to facilitate this.

It was agreed to include a further allowance for Security Guard Service to commence as soon as possible, with consideration to be given by the Executive Committee towards future requirements. The expenditure for line item 6-7600 Security be increased to $50,000.00 to facilitate this.

An Owner queried the provision for expenditure on other items, such as the installation of bike racks on common property. The Strata Manager noted that there are provisions in the budget for miscellaneous expenditure. The Chairperson also noted that as there are substantial surplus funds available, that these items could be expended from this surplus.

It was agreed by those present to keep the levy amount the same as budgeted, however increase the budgeted expenditure to $1,024,030.00, in order to make use of the surplus funds present in the Owners Corporation accounts.

MOTION 4(i): *That the proposed Administrative Fund budget of $934,030.00 (excl. GST) be adopted.* **LAPSED**

MOTION 4(ii): *It was resolved that the proposed Administrative Fund budget of $1,024,030.00 (excl. GST) be adopted.* **CARRIED**

Sinking Fund
An Owner queried the source of the budgeted figure for the sinking fund, and noted the sharp increase from the figure from the previous year. The Strata Manager clarified that the figure was in-line with the annual contribution as outlined in the Sinking Fund Forecast for the complex.

MOTION 5: *It was resolved that the proposed Sinking Fund budget of $125,557.00 (excl. GST) be adopted.*

CARRIED



Administrative and Sinking Fund Levy Contribution

MOTION 6(i): *That the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 November 2014, and to be contributed in accordance with the unit entitlements at quaterly intervals, being 1 January, 1 April, 1 July and 1 October 2015*

LAPSED

MOTION 6(ii): *It was resolved that the corporation determine a levy equal to $934,030.00 for the Administrative fund and $125,577.00 for the sinking fund for the twelve month period, commencing 1 November 2014, and to be contributed in accordance with the unit entitlements at quaterly intervals, being 1 January, 1 April, 1 July and 1 October 2015*

CARRIED

THE OWNERS - UNITS PLAN NO. 3941 Common Seal

EXECUTIVE COMMITTEE

MOTION 7: *It was resolved that the Owners Corporation of UP3941 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.* **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting:

Mr P Blackney (Unit 11), Mrs N Platt (Unit 85), Ms J Chen (Unit 137), Mrs M Blackney (Unit 268), Mr I Squires (Unit 296), Ms H Chau (Unit 305), and Mr T Smart (Unit 317).

[redacted]

A discussion took place in relation to the House Rules, and the lack of adherence to the rules by residents within the complex. It was agreed by those present that the Executive Committee would pass a motion empowering the Strata Manager to issue breach notices on their behalf, to Units that fail to adhere to the rules of the complex.

Discussion also took place in relation to amendments to the House rules. The agreed amendments are included below:

- It was agreed by those present that the House Rules be amended to ban any washing from being kept on balconies in the complex.
- It was agreed by those present that alcohol be banned from level 3 common areas altogether.
    - It was agreed the BBQ and pool sections of the House rules would be merged.
- It was agreed by those present that Rule 30 in relation to recovery of legal fees be removed from the house rules, as the rule already exists as Rule 12 of the default rules.
- It was agreed by those present that the rules in relation to pet approvals be altered to allow for one animal per unit at a maximum weight of 10kg.
    - It was noted that this change could not be applied to animals already approved within the complex.

An Owner noted concerns regarding bird droppings to the South East Corner of the building balconies. The Owner was concerned that residents were feeding the birds and encouraging them to stay in the area. It was clarified that a rule already existed in the house rules to this effect.

It was also agreed that the House Rules (when updated) should be distributed to both Owners and Residents in the complex. An Owner queried if the house rules would be provided to Property Managers for units. The Strata Manager confirmed that they would provide the updated house rules to Property Managers for units where they were known. The Strata Manager also noted that each Property Manager

had a responsibility to stay updated with the House Rules for the complex, and were required to pass on a copy of the rules to any tenants.

MOTION 8(i): ***Special Resolution**: That the Owners Corporation of UP3941 adopt and register the House Rules, as developed by the Executive Committee, as Rule 17 of the Default Rules for UP3941.*

LAPSED

MOTION 8(ii): ***Special Resolution**: It was resolved that the Owners Corporation of UP3941 adopt and register the House Rules, as developed by the Executive Committee and amended, as Rule 17 of the Default Rules for UP3941.*

CARRIED

GENERAL BUSINESS

Security Services over holiday period

MOTION 9(i): That the Owners Corporation of UP3941 agree to engage a security firm to provide security guard services for common areas over the Christmas/new year break.

LAPSED

MOTION 9(ii): *It was resolved that the Owners Corporation of UP3941 agree to engage a security firm effective immediately to provide security guard services for common areas over the Christmas/new year break, with the Executive Committee to give consideration towards future requirements and extend the service as required.*

CARRIED

THE OWNERS - UNITS PLAN NO. 3941 Common Seal

Defects

Three Owners present raised concerns regarding defects affecting their units, and queried the time in which the builder should be required to respond. The Strata Manager clarified that the builder has no requirement to carry out the rectification in any specific timeframe, and that the Owner should pursue the builder further for resolution.

Parking Bollards

An Owner present raised concerns regarding the possibility of installing fold down bollards within their specific parking space. It was agreed that the Executive Committee would investigate further a suitable bollard and style that would be recommended to Owners interested in undertaking these works.

Swipe card/remote allocation to units

The meeting discussed concerns in relation to the allocation of swipe cards and remotes to residents and owners. It had been reported that access was being provided to non-residents for use of facilities within the complex. It was agreed by those present that the Executive Committee would conduct a review of swipe cards and remotes that had been allocated. It was also agreed that apartment styles would be allocated a specific number of full access swipes, and swipes beyond this number would be limited to floor access only.

1 Bedroom	=	3 swipes/remotes	2-3 Bedroom	=	5 swipes/remotes

Fire rated peep holes

An Owner present raised concerns regarding security within the complex, and their desire to have fire rated peep holes installed to their unit entrance. It was agreed by those present that the Executive Committee would determine a style as allowed by fire regulation, as well as standardised height for installation with any subsequent installations to be undertaken by a professional.

Flyscreen doors

The meeting discussed the possibility of installing flyscreens to balcony doors within the complex. An Owner present advised the meeting that they had sought a quotation and advice from a flyscreen/security screen door company for the installation of flyscreens on external (balcony) or interior (inside of unit) of glass doors. It was noted that this would void warranty on current glass doors.

It was noted that flyscreen installations undertaken to the interior of the Unit can be undertaken, and that the style and colour must match the aesthetic of the complex. Any proposed installations to the exterior of the balcony doors, must be approved by the Executive Committee before proceeding.

Forecourt

An Owner raised concerns regarding insufficient lighting in the forecourt, as well as issues with vehicles parking in the centre area of the forecourt which is a no parking zone. It was agreed by those present that the Executive Committee would be tasked with investigating the possibility of having further bollards installed in the forecourt, as well as investigating potential lighting upgrades to aid in illuminating the forecourt area.

The meeting closed at 7:55 pm

THE OWNERS - UNITS PLAN No. 3947
Common Seal

Default Rules – UP 3941 "Manhattan on the Park" [Attachment A]

1 Definitions—Default Rules

(1) In these Rules:

Executive Committee Representative means a person authorised in writing by the Executive Committee under Rule 10 (4).

Owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in the Act has the same meaning in these Rules.

2 Payment of rates and taxes by unit Owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

(2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a Territory Law.

4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ ***Executive Committee***; and

(b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

Note *An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).*

THE OWNERS - UNITS PLAN NO. 3941 Common Seal

(2) Permission may be given subject to conditions stated in the resolution.

5 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

6 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

7 Use of unit—nuisance or annoyance

(1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the Owners Corporation.

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the Owners Corporation.

9 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

10 What may an Executive Committee representative do?

(1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:

(a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

(c) do anything else the Owners Corporation is required to do under the Act or these rules.

(2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).

(3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—

(a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or

(b) in an emergency, it is essential that it be done without notice.

(4) The Executive Committee may give a written authority to a person to represent the Corporation under this rule.

11 Seal of Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—

(a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, *s 88).*

(b) the seal must be attached in the presence of two (2) Executive members; and

(c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.

(2) Managing agent may affix seal -

(a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1.



12 Recovery of Legal Fees

(1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

(2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

(4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.

13 Signage

(1) Unit owners are not permitted to display any singes in any visible external windows to their unit or on the common property except with the prior approval of the executive committee.

(2) Without limiting paragraph (1), signs including real estate "For Sale" and "To let/lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.

14. Balconies and Floors

(1) A unit owner must not overload any floors or balconies and observe the maximum floor loading and any maximum load limits in the common property and their unit.

(2) The owner must not utilize the balconies for the purposes of hanging or drying laundry.

15. Air Conditioning

(1) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning plant may be located on the common property.

(2) The owners corporation will not be responsible for contributing to the repair and maintenance of air conditioning plant.

(3) The owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimize noise disturbance to other residents.



16. Commercial Units

1) Erections and Alterations in relation to Commercial Units—
   (a) Any structural alteration will be permitted as long as the erection or alteration is within the boundary of the unit or, if outside the boundary of the unit, is necessary for the unit to be used for its proper purpose and is in accordance with the provisions of any law in force in the territory applicable in the circumstances.
   (b) The body corporate manager is authorised to affix the common seal of the corporation to any development and building applications for the commercial units that are made in accordance with this rule.
   (c) Any works undertaken in accordance with this article shall be subject to:
   (i) a certificate of currency for construction risks (noting the interests of the owners corporation) being provided prior to any works commencing; and
   (ii) a copy of the certificate of occupancy relating to the works being provided following completion of the works.

2) Signage in relation to Commercial Units—
   (a) Signage will be permitted as long as the signage is within the boundary of their unit or if outside the boundary of the unit permission is given by the executive committee. The
   (b) The body corporate manager is authorised to affix the common seal of the corporation to any development and building applications for the commercial units that are made in accordance with this rule.
   (c) If the authorized signage infringes on unleased Territory land, the members resolve to make an application to the Territory to allow the signage to be erected.
   (d) The owners of the commercial units are granted special privilege to affix signage and display material in the windows of their units from time to time.

3) Waste Removal and Grease Trap in relation to Commercial Units—
   (a) Each owner of the commercial units will be responsible for commercial waste removal and cleaning of grease traps.

4) Commercial Exhaust in relation to Commercial Units—
   (a) The commercial exhaust that services the commercial units may require cleaning from time to time. In order to clean the exhaust each owner of the commercial units agrees to give access, at all reasonable times, after notice is given, to allow for cleaning of the exhaust and associated duct work ("Exhaust System")
   (b) In addition, each owner of the commercial units acknowledges that nay fit out of the units must be done so as to ensure access to the Exhaust System is Maintained. Specifically any ceilings made of plasterboard, or other solid material, must include access panels to enable maintenance and cleaning of the Exhaust System.



(c) The owners of the commercial units also acknowledge that they are solely responsible for the maintenance and cleaning of the Exhaust System.

17. House Rules – See attached documents



House Rules

UNITS PLAN 3941 -'Manhattan On The Park' **240 Bunda Street Canberra City ACT 2601**

Introduction

The following House Rules (rules) have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents[1] of Units Plan 3941 'Manhattan On The Park' (Manhattan). At all times and in all matters, the Unit Titles (Management) Act 2011 (the Act) applies. See - Unit Titles (Management) Act 2011. The Act and these rules are to be included as an integral part of any leasing arrangement between a unit owner and tenant.

1: 'Residents' includes resident owners and tenants.

Complaints

A resident wishing to report an infringement of these rules that cannot be resolved personally with the person concerned should report the matter in writing to:

The Managing Agent
'Manhattan On The Park'
Independent Strata Management
GPO Box 1539
CANBERRA CITY ACT 2601
Or: bcenquiry@independent.com.au.
Telephone enquiries: 02 6209 1515



Please note that the Owners Corporation (also known as the Body Corporate) can only take action through the Executive Committee if the complaint is in writing. Complainants should identify the offender, and / or their unit number, as well as the time, date and nature of the rule breach.

Verbal and/or anonymous complaints will not be acted upon. Residents must provide their name and unit number with their complaints. A complaint will not be acted upon if it does contain this information.

Incidents that infringe particular laws of the ACT, such as noisy parties, public indecency or trespassing, should be referred to ACT Policing, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444. See - ACT Policing. In a life threatening emergency, at any time, you should dial emergency triple zero (000) for Police, Fire or Ambulance.

Noise

We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Manhattan. Residents should be aware that noise penetrates easily into other units.

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
2. At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing any noise - music, television, loud voices, washing machines, dryers, spas, etc. - at a level which may disturb other residents. **Specifically – loud bass beat music or TV, or music or TV that contains**

explicit or offensive lyrics or words that might otherwise offend generally accepted common decency or community standards is not to be played at any time.

Vehicles and Parking

We aim to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for resident's visitors.

3. Residents should only park their vehicles in their unit's allocated car space/s in the garages. Do NOT block or use other resident's car parking space without their express consent to do so.
4. Vehicles are NOT to be parked on the concrete access driveway, building forecourt, landscaped areas, footpaths, or in any position where they may cause an obstruction to others, including areas marked out in white or yellow paint.
5. Vehicles must observe a 5 kmph speed limit within the complex.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out. In the event that they do not do so the clean up will be carried out by a commercial provider at the residents expense. (See clause 30)
7. In the interest of safety, children are not permitted to ride cycles or play games on the building forecourt, common property driveway areas or in the garages.
8. Residents are not allowed to wash cars in the car park or in the driveway entrance.
9. Fire hydrants are NEVER to be used by residents for the purpose of washing vehicles. See - The Emergencies Act 2004. (Emergencies Act)
10. Guests parking in the visitor parking bays reserved for those people with disability must display their Disability Parking Permit at all times.
11. If a resident allows a non-resident to use their parking space the resident is responsible for ensuring that the non-resident complies with all vehicle and parking rules.
12. A non-resident parking in Manhattan is not entitled to use any of the buildings other facilities e.g. the pool and gym. These facilities are reserved for the exclusive use of residents and their accompanied guests. (See clause 55)
13. Parking is not permitted where 'No Parking' signs are displayed. N.B: The Executive Committee will regularly invite ACT Government parking inspectors onto Manhattan parking areas and those breaching the parking rules will receive a parking infringement notice.

Garbage and Recycling

We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.

14. The garbage hopper chute is for domestic waste only. All rubbish must be placed down the chute.
15. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
16. Residents are encouraged to recycle wherever possible. Boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling bin provided on each level. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures on the ground level.
17. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage bins, recycling cupboards or on the floor of the garbage area.



18. Household items such as furniture, bedding etc. are not to be placed in the garbage chute or recycling hoppers, but should be disposed of by residents at appropriate ACT Government collection areas. See - Waste and Recycling.
19. Consideration should be given to other residents and noise kept to a minimum when disposing of rubbish. Noise from the garbage chute areas transmits easily to surrounding units. Residents must avoid using the garbage rooms between 10.00 pm and 7.00 am.

Appearance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

20. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
21. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is NOT permitted as this poses a serious safety risk to traffic below if these items fall or are blown off.
22. Drying of laundry is not permitted on balconies or balcony railings. Collapsible washing lines are NOT permitted for use on unit balconies.
23. No external window coverings are permitted without the written approval of the Owners Corporation
24. Balconies are not to be used as a storage area.
25. A sense of community and general tidiness requires that all residents assist in keeping the common areas including entrance foyers, car parking areas, driveways, lawns and landscaped areas clean and free from litter and damage.
26. Residents must not leave anything in the common areas, such as shoes or rubbish left outside apartment front (i.e. numbered) doors.

Smoking

We aim to provide an environment that will allow all residents the benefit of smoke free enjoyment of Manhattan.

27. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or garages. Smoking is not permitted in the main entrance driveway and surrounds.
28. A resident must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.
29. Financial penalties may apply to those caught disposing of cigarette butts or ash in the pool or over balconies. (See clause 30)

Cost Recovery

30. The cost of any ACT Fire Brigade 'false alarm' call out fees will be recovered from any resident where they are identified as the source of multiple false alarms. The smoke detector in your apartment is not connected to the buildings central fire alarm system. If you create smoke in your apartment (e.g. by burning the toast) DO NOT open your front door as this may trigger the evacuation alarm for the entire building. The central fire alarm system will then identify the apartment that triggered the alarm and the resident will be billed for the fire brigade call out fee. Multiple false alarms is deemed to be *3 or more* false alarms. (See clause 30)

THE OWNERS - UNITS PLAN No. 3941
Common Seal

Vandalism and damage

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

31. A resident or visitors must not damage any part of the common property.
32. The resident who has caused, or whose guests have caused, damage is liable to reimburse the Owners Corporation for all expenses that it incurs in rectifying the damage. (See clause 30)

Animals/Pets

We aim to create a safe environment for all residents and pets without compromising the personal safety and enjoyment of all residents.

33. In accordance with Section 32 of the Act, animals are not permitted unless the Owners Corporation gives written approval. Guidelines for obtaining approval are at Attachment 1 to these rules.
34. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.
35. The Executive Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
36. No animals are permitted on the common property at any time unless being directly escorted either to or from a unit.
37. Any damage or soiling of any common property caused by a pet is the responsibility of the pet owner (See clause 30)
38. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
39. The house rules relating to pets are strictly enforced by the Executive Committee.
40. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of ownership in Manhattan is that pets are not permitted unless permission has been granted. This requirement must be conveyed to all prospective buyers and tenants.
41. All pets must be kept on a lead when moving around the Manhattan complex.
42. Approvals will only be considered for a maximum of one animal of up to a maximum of 10 kilograms in weight to be kept in any one unit at any one time.

Alterations

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

43. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
44. Alterations include the erection of any structure - such as external blinds, screens, pergolas, awnings, other shade devices or satellite dishes - painting or otherwise altering the external facade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
45. All requests for alterations should be forwarded to the strata manager for consideration by Executive Committee. In the case of tenants, requests should first be submitted to the managing real estate agent.
46. Approval is unlikely to be given to any alterations that will impact on the privacy or amenity of another resident or that is not in keeping with the general appearance of the complex.

THE OWNERS - UNITS PLAN NO. 3941
Common Seal

47. Unit front doors (i.e. numbered) are fire rated. Security screen doors, deadbolts, and peepholes are not permitted to be installed to the front doors of the unit.

Security and Safety

We aim to protect the safety of all residents.

48. Security is provided through security access remotes, passes and keys.
49. Residents may purchase a limited number of additional security remotes, passes and keys from the managing agent. All additional security remotes, passes and keys must be formally requested in writing by the owners of the unit or their authorised agent. A register of security remotes, passes and keys is kept and an owner or resident may be required to provide a written explanation as to why additional security remotes, passes and keys are required and their request may be denied by the Executive Committee.
50. All faults with the security system and/or individual resident's access remotes and passes should be reported to the managing agent.
51. In the interest of maintaining the security of Manhattan, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
52. Unknown or unauthorised persons must not be admitted to the building. Hawkers are not permitted within the Manhattan complex and residents must not allow them access into the building.
53. Residents and tenants must immediately report any lost or stolen security access remotes, passes and keys to the managing agent.
54. Residents acknowledge and accept that their guests and any non-resident car park user's movements, in and out of and within the building may be monitored, recorded and referred to.
55. Monitoring may be undertaken by, but not limited to, CCTV, access and egress electronic logs and other manual or electronic recording devices.
56. The Owners Corporation is unable to provide after hour's access to residents if they are locked out of the building. For these circumstances, residents should make alternate arrangements, for example, leaving an additional set of access remotes, passes and keys with a trusted friend or relative.
57. Residents must not overload the weight bearing capacity and design limits of their balconies and are reminded that it is DANGEROUS to do so.
    a. Design Live Load Applicable to all Balconies = 2.5KPa/m2 or 250kg/m2
    b. Design Dead Load Applicable to all Balconies = 0.5KPa/m2 or 50kg/m2
58. Portable items such as blow up pools and portable spa baths are strictly forbidden from any balcony area within Manhattan.
59. Residents are not to place large items such as pot plants and statues on their balcony.
60. Any pot plant, furniture or decorative item etic placed on the balcony areas must not exceed 50kg in total and if numerous pot plants or decorative items are present then they are to be placed at no more than one item per square metre.
    a. Limiting pot plants and decorative items to this size and floor limit helps ensure that in the event of large gatherings where numerous people may occupy the balcony at any one time the safe load limits are not exceeded.
    b. Typically a 45lt plastic pot plant (420 mm diameter by 350 mm high) with a standard growing medium and plant weighs approximately 50kg.
61. Exceeding this recommended 50kg per square metre limit has the potential to exceed the safe load limits applicable to the balconies.

THE OWNERS - UNITS PLAN No. 3941
Common Seal

62. Residents that overload, or appear to overload, their balconies will be required by the Executive Committee to remove all or some of the items (as specified by the Executive Committee) from the balcony within 24 hours. If a resident does not comply with this request the Executive Committee is authorised to enter the residents unit to remove those items from the balcony.

Evacuation from the Building in an Emergency

63. Emergency exit signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest emergency exit and equipment.
64. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your remotes, passes and keys with you to enable you to re-enter the building when you are advised it is safe to do by the fire brigade.
65. In the event of an emergency evacuation it is not safe to use the lifts and residents should only use the nearest fire stairs to exit the building.
66. The Executive Committee has authorised ACT Emergency Services to access the building at any time when they deem it necessary to do so.

Pool, Spa and Barbeque Areas

67. Pool & Spa hours are strictly between 6:00 am and 10:00 pm daily.
68. The barbeque area hours are strictly between 7:00 am and 10:00 pm daily.
69. Facilities must be left clean and tidy after use. Residents must scrape the barbeque plate and grill and wipe down the bench areas after each use.
70. Alcohol is NOT permitted in these areas
71. No glass items or smoking are permitted in these areas.
72. Residents and their accompanied guests use the facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of these facilities.
73. Guests must be accompanied by the unit resident at all times.
74. Children must be supervised by a parent or guardian at all times. Children use Manhattan facilities at their parent or guardian's risk.
75. Facilities must be left clean and tidy after use.
76. Please ensure that the pool gates are always closed behind you.
77. No pets are permitted within or around the swimming pool or spa at any time.
78. Residents may not claim sole or exclusive use of the spa – it is a shared facility. If there are others waiting to use the spa please limit your use to one timed cycle.
79. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that dominates or controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or face the loss of their tenancy agreement.
80. Use of these facilities is not to disturb other residents and noise must be kept to a minimum at all times. All noise must cease at 10:00 pm. Residents must dry off completely before they re-enter the building.
81. Non-resident car park users are not entitled to use Manhattan building facilities.

THE OWNERS - UNITS PLAN No. 3941
Common Seal

82. Please act responsibly when using the facilities and report any faults to the managing agent.
83. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that dominates or controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or face the loss of their tenancy agreement.

Gym

84. Residents and their accompanied guests use the facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of these facilities.
85. Guests must be accompanied by the unit resident at all times.
86. Children must be supervised by a parent or guardian at all times. Children use Manhattan facilities at their parent or guardian's risk.
87. No glass items, alcohol or smoking are permitted in this area.
88. Facilities must be left clean and tidy after use
89. No pets are permitted within the gym at any time.
90. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that dominates or controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or face the loss of their tenancy agreement.
91. Use of these facilities is not to disturb other residents and noise must be kept to a minimum at all times. All noise must cease at 10:00 pm. Please do not drop exercise weights onto the floor as this will disturb nearby residents and damage the flooring. Exercise weights are not to be removed from the gym.
92. Non-resident car park users are not entitled to use Manhattan building facilities.
93. The gym, and other areas of Manhattan, are under constant CCTV surveillance.

Real Estate Signs

94. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Executive Committee.
95. Without limiting clause 119, signs including real estate 'For Sale' and 'To Let/Lease' signs are not permitted to be erected on the common property unless permission is given by the Executive Committee.
96. Under no circumstances are real estate signs to be erected in the perimeter garden or lawn area.
97. Rectification of any damage caused as a result of the erection of real estate signs, will be the responsibility of the owner of the unit advertised for sale.
98. Previously approved real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the 'Sold' or 'Leased' stickers affixed.

General

99. It is the residents responsibility to secure balcony furniture and other items (such as BBQ covers) to avoid items becoming displaced in high winds



100. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the garages or from individual units or storage cages.

101. N.B. The garages, including individual storage cages, are designated 'wet areas'. The Owner's Corporation does not accept responsibility for damage to any property as a result of water.

102. If a resident intends to clean their balcony or balcony glass they must use minimal water and cleaning products. Balconies may only be cleaned between 10:00 am and 6:00 pm and residents must advise their immediate neighbours and the resident one and two floors directly below them.

103. Residents are responsible for any damage to the body corporate premises by their guests and visitors and for any annoyance caused by them to other residents. (See clause 30)

104. For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, and access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose. Residents are not to store anything on top of storage cages, as this can, amongst other things, create a fire hazard. For the safety of all, fuel, dangerous goods or flammables must not be stored in storage cages.

105. Shopping trolleys are not to be brought into the building, or left on common property areas, or on the surrounding garden/grassed areas at the complex. See - Shopping Trolley Litter Act 2004.

106. Residents shall co-operate with the gardener and any other worker or tradesperson employed to maintain the common area by the Owners Corporation whilst in the performance of their duties.

107. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.

108. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the garages. Parents and guardians are responsible for the cost of repairing any damage caused by their children. (See clause 30)

109. The use of barbeques on balconies must not cause an inconvenience to other residents.

110. Birds or any other animals are not to be fed from the balconies.

111. Fire doors (including front doors) must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in the case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non-compliance. (See the Emergencies Act)

112. Letterboxes must be emptied of all junk mail on a regular basis by residents. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.

113. Only the standard approved 'NO JUNK MAIL' stickers are permitted to be installed on individual mail boxes. Please contact the building manager to purchase your approved sticker. Unapproved stickers will be removed from mail boxes.

114. Residents must NOT ride bicycles, rollerblades, skateboards etc., within the building perimeters.

115. Graffiti or notice posting of any description is not permitted on any area of the complex. Any breach of this rule should be documented and a report lodged with the managing agent immediately. Residents will be responsible for the cost of removing any graffiti or notices that they have placed on the building. Residents and their guests are not to sit or climb on the sculpture in the forecourt, or the skylight on the pool deck. (See clause 30)

116. Christmas lights are permitted to be installed on individual balconies, on the following conditions:

- Lights must be installed no earlier than 1 December and must be removed no later than 1 January of the following year.
- Lights must not be permanently affixed in any way.



- Flashing lights are not permitted between the hours of midnight and 6.00 am.

117. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of previously approved real estate signs denoting the location of properties for immediate sale or lease within Manhattan, which may only remain there for a minimum fair and reasonable time.

118. A unit owner (whether resident or absent) must promptly attend to any maintenance issues brought to their attention and ensure that they, or their authorised representative, maintain their unit in a reasonable condition.

119. A unit owner must ensure that their payment of levies and other contributions are met as and when they fall due. (See clause 30)

120. A resident must not use their unit for illegal activities, or for the storage of dangerous materials.

121. In order to protect the lift (elevator) appearance when a resident wishes to move into or out of Manhattan they must request, and use, a lift lock key and lift blankets from the building manager by providing the building manager with at least 48 hours notice prior to their moving day. Real estate agents are to advise any prospective tenants of this requirement. (See clause 30)

122. In the event of an emergency (e.g. water flooding or falling glass) an Executive Committee member may enter a unit without prior advice to the resident. The Executive Committee has authorised ACT Emergency Services to access the building at any time when they deem it necessary to do so.

123. If entry is otherwise required, for example if a resident allows a unit to be become unhealthy or very badly maintained, the Executive Committee will pass a resolution providing the resident with 7 days written notice of its intention to enter the unit, and the reason why.

124. It is in the interest of all residents to minimise maintenance and repair costs, as these costs are shared by us all in the form of body corporate fees or higher rents. Poor maintenance and/or excessive costs can detract from the enjoyment and value of living in Manhattan.

125. These rules are made and amended under the Unit Titles (Management) Act 2011. If a resident fails to adhere to these rules the Executive Committee may issue a Rules Infringement Notice (RIN). If a unit owner or resident does not comply with a RIN then the matter can be referred to the ACT Civil and Administrative Tribunal for an order.
See - Unit Titles (Management) Act 2011, and www.acat.act.gov.au/.

126. The Executive Committee represents all unit owners equally. It welcomes your input and feedback and prides itself on its transparency, inclusivity and the democratic process. Please do not hesitate to contact your Executive Committee to raise any matter of interest or concern.

Residents and their guests are required to abide by these rules, give consideration to others living at the development and to help maintain the appearance and value of the complex.

Strata Manager

The Strata Manager (Managing Agent) is **Independent Strata Management**

Office address:	91 Northbourne Avenue Turner ACT 2612
Postal address:	GPO Box 1539 Canberra City ACT 2601
Telephone:	02 6209 1515
Facsimile:	02 6247 9567
Email:	bcenquiry@independent.com.au
Emergency after hours:	0419 626 355

THE OWNERS - UNITS PLAN No. 3941
Common Seal

Attachments

Attachment 1 - Guidelines for approval of pets

Links to external websites

Where this document provides links to external websites, those links are provided for the reader's convenience and do not constitute endorsement of the material on those sites, or any associated organisation, product or service.

Manhattan House Rules

These house rules remain the property of the Manhattan Executive Committee and they must not be copied, distributed or used for any other purpose. The Executive Committee may change these rules from time to time and when it does so it will advise residents by placing a paper copy of the rules in individual unit mail boxes.



ACT Government
Justice and Community Safety

OFFICE OF RE
ACT Justice and Communi

SR$2009033 23/12/2015 11:20:
2009033

SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO BOX 1539, CANBERRA CITY 2601	6209 1515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
2104:90	CANBERRA	52	1

UNITS PLAN NUMBER: 3941

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)

Add New Rule 17

SUPPORTING DOCUMENTATION
(Please tick appropriate item – Original signed copy must be supplied)

- ☑ Sealed copy of Minutes of Meeting
- ☐ Sealed copy of Resolution/Motion
- ☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION
(Seal must be affixed)

THE OWNERS - UNITS PLAN NO. 3941
Common Seal

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)

Signature	Signature GJones
Full Name (Block Letters) **ERIK ADRIAANSE**	Full Name (Block Letters) **GERALDINE JONES**
Address **91 NORTHBOURNE AVENUE, TURNER**	Address **91 NORTHBOURNE AVENUE, TURNER**
Office Held **MANAGING DIRECTOR**	Office Held **SENIOR ADMINISTRATION OFFICER**

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	11 JAN 2016

Approved form AF 2012 – 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2010-61
Unauthorised version prepared by ACT Parliamentary Counsel's Office

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: *3941*

A2 - Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Thursday, 11 December, 2014*

Tick applicable box, or both boxes if applicable:

☑ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

☐ **Convened After Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments (under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

A3 - Reduced Quorum Decisions

[*If there is insufficient space here, tick* ☑ *and attach details to the notice*]

Date of decision: *Thursday, 11 December, 2014*

Full text of reduced quorum decision (See attached Minutes)

A4 - Owners Corporation Declaration

The information in this notice has been recorded on the following date from details shown in the records of the Owners Corporation.

Dated: *Tuesday, 16 December, 2014*

Signature: _____

Designation: Strata Manager

THE OWNERS - UNITS PLAN No. 3941 Common Seal

Seal

AF2012-112 made under the Unit Titles (Management) Act 2011, s.146

MINUTES OF ANNUAL GENERAL MEETING
UNIT PLAN 3941 – "MANHATTAN ON THE PARK"
240 BUNDA STREET, CANBERRA CITY

Held: On Thursday, 11 December, 2014 at 5.30 pm

At: Canberra Rex Hotel, 150 Northbourne Avenue, Canberra City, ACT 2601

Present: Mr P & Mrs L Trainor (Unit 1), Mrs R Peterwald (Unit 4), Mr Z Tian (Unit 7), Mr P Blackney (Unit 11), Mr M Mana & Mrs J Aguilar-Mana (Unit 20), Mr A Heywood (Unit 21), Mr M Nielsen (Unit 26), Mr J Boyle (Unit 33), Ms A Gordon (Unit 67), Mrs N Platt (Unit 85), Mrs J Stansfield (Unit 92), Mr A Ahmed & Mrs P Rane (Unit 110), Mr R Lim (Unit 117), Ms J Ryan (Unit 133), Ms J Chen (Unit 137), Mr J Efstathiou (Unit 171), Dr S Bragg (Unit 174), Mr F Stansfield (Unit 187), Mr K & Mrs D Herbert (Unit 188), Ms K Mitchison (Unit 196), Mr T Phan (Unit 200), Mr G & Mrs W Olsen (Unit 224), Mr N and Mrs C Andrews (Unit 248), Mrs M Blackney (Unit 268), Mr N Downey (Unit 281), Mr B Liscombe (Unit 282), Mr I Squires (Unit 296), Ms H Chau (Unit 305), Mr J Chamberlain & Mr M Kemp (Unit 314), and Mr T Smart (Unit 317)
Mr P Deschanel and Mrs S Shaw representing Independent Strata Management Pty Ltd
Mr C Blake representing Laing and Simmons Commercial Real Estate

Proxies: Mr N Chotiner (Unit 15), Minty Mounty Holdings Pty Ltd (Unit 91), Mr C Wilson (Unit 100), Ms J Boersma (Unit 186), I Jordan Super Pty Ltd (Unit 721) and Mr H Tse & Mrs K Tse (Unit 330)

Apologies: D Rossi Investments Pty Ltd (Unit 17), Mr J & Mr V Kaduthodil (Unit 23)

Chair: Mr I Squires (Unit 296) was elected chairperson for the meeting.

Quorum: A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note *– Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

MINUTES

MOTION 1: *It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.* **CARRIED**

Matters arising from Minutes
None.



INSURANCE

The Owners Corporation holds insurance cover with CHU Underwriting Agencies Pty Ltd as follows:

Policy No: **HU0006882**	Due date – 29/08/2015
Building replacement	$138,000,000
Contents	$1,350,000
Public liability	$20,000,000
Catastrophe Insurance	$20,700,000
Office Bearers Liability	$2,000,000
Workers Compensation	In accordance with the Act
Excess	$1,000
Premium	$66,879.65

The Owners Corporation holds insurance cover with **Vero Insurance** as follows:

Policy No: **MEB10804235**	Due date – 29/08/2015
Machinery Breakdown	$139,350,000
Excess – chillers & generators	$5,000
Excess – AC & refrigeration	$1,000
Excess – other equipment	$500
Premium	$5,660.05

THE OWNERS - UNITS PLAN No. 3941 Common Seal

Insurance
A discussion took place in relation to the Insurance policies held by the Owners Corporation. Owners queried the value insured with Vero Insurance, which is for a higher value than the building replacement value insured with CHU Underwriting Agencies. The Strata Manager confirmed that the values on the agenda were correct, and in line with the figures as outlined on the Insurance Certificate of Currency.

Secretarial Note: *- The machinery breakdown policy is held with Vero Insurance, not Longitude Insurance. This has been corrected above. Should owners require copies of the Certificates of Currency, or product disclosure statements for either policy, they are encouraged to contact the Strata Manager.*

Owners also queried the manner in which the Insurance quotes were obtained. The Strata Manager confirmed that the quotes for insurance were sought by a broker, then provided to the Executive Committee who made a decision as to which Insurer to proceed with.

Secretarial Note: *- The quotes for insurance renewal were sought by Body Corporate Brokers.*

MOTION 2: *It was resolved that the Owners Corporation of UP3941 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.* **CARRIED**

Insurance Valuation
A discussion took place in relation to the sum insured for the building. It was agreed by those present that a valuation be undertaken, for the consideration of the Executive Committee.

Contents Insurance
An Owner present queried the responsibility for the repairs of damaged contents within their unit, which were as a result of a defect that had been reported with the builder. The Strata Manager advised, that as the matter was due to a defect reported with the builder, it was their understanding that the builder would be responsible to make good any damaged contents, and that they would need to pursue this matter further with the builder.



FINANCIAL REPORT

The financial report had been circulated to all owners. The financial statements showed a balance of $519,982.38 in the Administrative Fund and a balance of $134,440.54 in the Sinking Fund. The balance of the Cheque Account is $620,141.19.

Telephone Lines
An Owner present queried the costs to date for the provision of telephone lines from TransACT. The Strata Manager confirmed that the costs are for the provision of telephone lines to services such as lifts, fire and other common property communication requirements.

Secretarial Note: *- There are a total of nine telephone lines provided by TransACT. These lines service the six lifts, as well as other emergency services such as fire lines.*

MOTION 3: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

BUDGET DEBATE

Administrative Fund
A discussion took place on standard of services such as commercial carpet cleaning, security services and other services to be considered by EC for tender process to ensure cost effectiveness and high standard of service delivery. Fair and competitive means to avoid monopoly of services provision by one service provider and budget is spent accordingly.

It was agreed to include an allowance for external façade cleaning to three cleans per annum. The expenditure of line item 6-1370 Cleaning – Windows be increased to $60,000.00 to facilitate this.

It was agreed to include a further allowance for Security Guard Service to commence as soon as possible, with consideration to be given by the Executive Committee towards future requirements. The expenditure for line item 6-7600 Security be increased to $50,000.00 to facilitate this.

An Owner queried the provision for expenditure on other items, such as the installation of bike racks on common property. The Strata Manager noted that there are provisions in the budget for miscellaneous expenditure. The Chairperson also noted that as there are substantial surplus funds available, that these items could be expended from this surplus.

It was agreed by those present to keep the levy amount the same as budgeted, however increase the budgeted expenditure to $1,024,030.00, in order to make use of the surplus funds present in the Owners Corporation accounts.

MOTION 4(i): *That the proposed Administrative Fund budget of $934,030.00 (excl. GST) be adopted.*
LAPSED

MOTION 4(ii): *It was resolved that the proposed Administrative Fund budget of $1,024,030.00 (excl. GST) be adopted.* **CARRIED**

Sinking Fund
An Owner queried the source of the budgeted figure for the sinking fund, and noted the sharp increase from the figure from the previous year. The Strata Manager clarified that the figure was in-line with the annual contribution as outlined in the Sinking Fund Forecast for the complex.

MOTION 5: *It was resolved that the proposed Sinking Fund budget of $125,557.00 (excl. GST) be adopted.*
CARRIED

Administrative and Sinking Fund Levy Contribution

MOTION 6(i): *That the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 November 2014, and to be contributed in accordance with the unit entitlements at quaterly intervals, being 1 January, 1 April, 1 July and 1 October 2015*

LAPSED

MOTION 6(ii): *It was resolved that the corporation determine a levy equal to $934,030.00 for the Administrative fund and $125,577.00 for the sinking fund for the twelve month period, commencing 1 November 2014, and to be contributed in accordance with the unit entitlements at quaterly intervals, being 1 January, 1 April, 1 July and 1 October 2015*

CARRIED

ELECTION OF COMMITTEE

MOTION 7: *It was resolved that the Owners Corporation of UP3941 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.* **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting:

Mr P Blackney (Unit 11), Mrs N Platt (Unit 85), Ms J Chen (Unit 137), Mrs M Blackney (Unit 268), Mr I Squires (Unit 296), Ms H Chau (Unit 305), and Mr T Smart (Unit 317).

HOUSE RULES – See attachment

A discussion took place in relation to the House Rules, and the lack of adherence to the rules by residents within the complex. It was agreed by those present that the Executive Committee would pass a motion empowering the Strata Manager to issue breach notices on their behalf, to Units that fail to adhere to the rules of the complex.

Discussion also took place in relation to amendments to the House rules. The agreed amendments are included below:

- It was agreed by those present that the House Rules be amended to ban any washing from being kept on balconies in the complex.
- It was agreed by those present that alcohol be banned from level 3 common areas altogether.
    - It was agreed the BBQ and pool sections of the House rules would be merged.
- It was agreed by those present that Rule 30 in relation to recovery of legal fees be removed from the house rules, as the rule already exists as Rule 12 of the default rules.
- It was agreed by those present that the rules in relation to pet approvals be altered to allow for one animal per unit at a maximum weight of 10kg.
    - It was noted that this change could not be applied to animals already approved within the complex.

An Owner noted concerns regarding bird droppings to the South East Corner of the building balconies. The Owner was concerned that residents were feeding the birds and encouraging them to stay in the area. It was clarified that a rule already existed in the house rules to this effect.

It was also agreed that the House Rules (when updated) should be distributed to both Owners and Residents in the complex. An Owner queried if the house rules would be provided to Property Managers for units. The Strata Manager confirmed that they would provide the updated house rules to Property Managers for units where they were known. The Strata Manager also noted that each Property Manager

had a responsibility to stay updated with the House Rules for the complex, and were required to pass on a copy of the rules to any tenants.

MOTION 8(i): ***Special Resolution**: That the Owners Corporation of UP3941 adopt and register the House Rules, as developed by the Executive Committee, as Rule 17 of the Default Rules for UP3941.*

LAPSED

MOTION 8(ii): ***Special Resolution**: It was resolved that the Owners Corporation of UP3941 adopt and register the House Rules, as developed by the Executive Committee and amended, as Rule 17 of the Default Rules for UP3941.*

CARRIED

GENERAL BUSINESS

Security Services over holiday period

MOTION 9(i): That the Owners Corporation of UP3941 agree to engage a security firm to provide security guard services for common areas over the Christmas/new year break.

LAPSED

MOTION 9(ii): *It was resolved that the Owners Corporation of UP3941 agree to engage a security firm effective immediately to provide security guard services for common areas over the Christmas/new year break, with the Executive Committee to give consideration towards future requirements and extend the service as required.*

CARRIED

Defects.

Three Owners present raised concerns regarding defects affecting their units, and queried the time in which the builder should be required to respond. The Strata Manager clarified that the builder has no requirement to carry out the rectification in any specific timeframe, and that the Owner should pursue the builder further for resolution.

Parking Bollards

An Owner present raised concerns regarding the possibility of installing fold down bollards within their specific parking space. It was agreed that the Executive Committee would investigate further a suitable bollard and style that would be recommended to Owners interested in undertaking these works.

Swipe card/remote allocation to units

The meeting discussed concerns in relation to the allocation of swipe cards and remotes to residents and owners. It had been reported that access was being provided to non-residents for use of facilities within the complex. It was agreed by those present that the Executive Committee would conduct a review of swipe cards and remotes that had been allocated. It was also agreed that apartment styles would be allocated a specific number of full access swipes, and swipes beyond this number would be limited to floor access only.

1 Bedroom	=	3 swipes/remotes	2-3 Bedroom	=	5 swipes/remotes

Fire rated peep holes

An Owner present raised concerns regarding security within the complex, and their desire to have fire rated peep holes installed to their unit entrance. It was agreed by those present that the Executive Committee would determine a style as allowed by fire regulation, as well as standardised height for installation with any subsequent installations to be undertaken by a professional.

Flyscreen doors
The meeting discussed the possibility of installing flyscreens to balcony doors within the complex. An Owner present advised the meeting that they had sought a quotation and advice from a flyscreen/security screen door company for the installation of flyscreens on external (balcony) or interior (inside of unit) of glass doors. It was noted that this would void warranty on current glass doors.

It was noted that flyscreen installations undertaken to the interior of the Unit can be undertaken, and that the style and colour must match the aesthetic of the complex. Any proposed installations to the exterior of the balcony doors, must be approved by the Executive Committee before proceeding.

Forecourt
An Owner raised concerns regarding insufficient lighting in the forecourt, as well as issues with vehicles parking in the centre area of the forecourt which is a no parking zone. It was agreed by those present that the Executive Committee would be tasked with investigating the possibility of having further bollards installed in the forecourt, as well as investigating potential lighting upgrades to aid in illuminating the forecourt area.

The meeting closed at 7:55 pm



Default Rules – UP 3941 "Manhattan on the Park" [Attachment A]

1 Definitions—Default Rules

(1) In these Rules:

Executive Committee Representative means a person authorised in writing by the Executive Committee under Rule 10 (4).

Owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in the Act has the same meaning in these Rules.

2 Payment of rates and taxes by unit Owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

(2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a Territory Law.

4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ ***Executive Committee***; and

(b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

Note *An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).*

(2) Permission may be given subject to conditions stated in the resolution.

5 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

6 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

7 Use of unit—nuisance or annoyance

(1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the Owners Corporation.

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the Owners Corporation.

9 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

10 What may an Executive Committee representative do?

(1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:

(a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

(c) do anything else the Owners Corporation is required to do under the Act or these rules.

(2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).

(3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—

(a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or

(b) in an emergency, it is essential that it be done without notice.

(4) The Executive Committee may give a written authority to a person to represent the Corporation under this rule.

11 Seal of Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—

(a) the seal must be attached by decision of the Executive Committee; and

Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001*, s 88).*

(b) the seal must be attached in the presence of two (2) Executive members; and

(c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.

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Common Seal

(2) Managing agent may affix seal -

(a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1

12 Recovery of Legal Fees

(1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

(2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

(4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.

13 Signage

(1) Unit owners are not permitted to display any singes in any visible external windows to their unit or on the common property except with the prior approval of the executive committee.

(2) Without limiting paragraph (1), signs including real estate "For Sale" and "To let/lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.

14. Balconies and Floors

(1) A unit owner must not overload any floors or balconies and observe the maximum floor loading and any maximum load limits in the common property and their unit.

(2) The owner must not utilize the balconies for the purposes of hanging or drying laundry.

15. Air Conditioning

(1) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning plant may be located on the common property.

(2) The owners corporation will not be responsible for contributing to the repair and maintenance of air conditioning plant.

(3) The owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimize noise disturbance to other residents.

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Common Seal

16. Commercial Units

1) Erections and Alterations in relation to Commercial Units—
   (a) Any structural alteration will be permitted as long as the erection or alteration is within the boundary of the unit or, if outside the boundary of the unit, is necessary for the unit to be used for its proper purpose and is in accordance with the provisions of any law in force in the territory applicable in the circumstances.
   (b) The body corporate manager is authorised to affix the common seal of the corporation to any development and building applications for the commercial units that are made in accordance with this rule.
   (c) Any works undertaken in accordance with this article shall be subject to:
   (i) a certificate of currency for construction risks (noting the interests of the owners corporation) being provided prior to any works commencing; and
   (ii) a copy of the certificate of occupancy relating to the works being provided following completion of the works.

2) Signage in relation to Commercial Units—
   (a) Signage will be permitted as long as the signage is within the boundary of their unit or if outside the boundary of the unit permission is given by the executive committee. The
   (b) The body corporate manager is authorised to affix the common seal of the corporation to any development and building applications for the commercial units that are made in accordance with this rule.
   (c) If the authorized signage infringes on unleased Territory land, the members resolve to make an application to the Territory to allow the signage to be erected.
   (d) The owners of the commercial units are granted special privilege to affix signage and display material in the windows of their units from time to time.

3) Waste Removal and Grease Trap in relation to Commercial Units—
   (a) Each owner of the commercial units will be responsible for commercial waste removal and cleaning of grease traps.

4) Commercial Exhaust in relation to Commercial Units—
   (a) The commercial exhaust that services the commercial units may require cleaning from time to time. In order to clean the exhaust each owner of the commercial units agrees to give access, at all reasonable times, after notice is given, to allow for cleaning of the exhaust and associated duct work ("Exhaust System")
   (b) In addition, each owner of the commercial units acknowledges that nay fit out of the units must be done so as to ensure access to the Exhaust System is Maintained. Specifically any ceilings made of plasterboard, or other solid material, must include access panels to enable maintenance and cleaning of the Exhaust System.



(c) The owners of the commercial units also acknowledge that they are solely responsible for the maintenance and cleaning of the Exhaust System.

17. House Rules – See attached documents



House Rules

UNITS PLAN 3941 -'Manhattan On The Park' **240 Bunda Street Canberra City ACT 2601**

Introduction

The following House Rules (rules) have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents[1] of Units Plan 3941 'Manhattan On The Park' (Manhattan). At all times and in all matters, the Unit Titles (Management) Act 2011 (the Act) applies. See - Unit Titles (Management) Act 2011. The Act and these rules are to be included as an integral part of any leasing arrangement between a unit owner and tenant.

1: 'Residents' includes resident owners and tenants.

Complaints

A resident wishing to report an infringement of these rules that cannot be resolved personally with the person concerned should report the matter in writing to:

The Managing Agent
'Manhattan On The Park'
Independent Strata Management
GPO Box 1539
CANBERRA CITY ACT 2601
Or: bcenquiry@independent.com.au.
Telephone enquiries: 02 6209 1515

Please note that the Owners Corporation (also known as the Body Corporate) can only take action through the Executive Committee if the complaint is in writing. Complainants should identify the offender, and / or their unit number, as well as the time, date and nature of the rule breach.

Verbal and/or anonymous complaints will not be acted upon. Residents must provide their name and unit number with their complaints. A complaint will not be acted upon if it does contain this information.

Incidents that infringe particular laws of the ACT, such as noisy parties, public indecency or trespassing, should be referred to ACT Policing, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444. See - ACT Policing. In a life threatening emergency, at any time, you should dial emergency triple zero (000) for Police, Fire or Ambulance.

Noise

We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Manhattan. Residents should be aware that noise penetrates easily into other units.

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
2. At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing any noise - music, television, loud voices, washing machines, dryers, spas, etc. - at a level which may disturb other residents. **Specifically – loud bass beat music or TV, or music or TV that contains**

explicit or offensive lyrics or words that might otherwise offend generally accepted common decency or community standards is not to be played at any time.

Vehicles and Parking

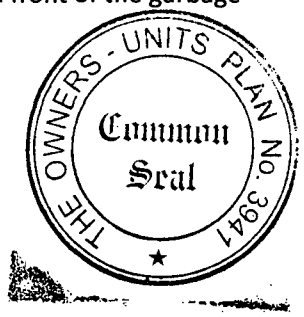
We aim to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for resident's visitors.

3. Residents should only park their vehicles in their unit's allocated car space/s in the garages. Do NOT block or use other resident's car parking space without their express consent to do so.
4. Vehicles are NOT to be parked on the concrete access driveway, building forecourt, landscaped areas, footpaths, or in any position where they may cause an obstruction to others, including areas marked out in white or yellow paint.
5. Vehicles must observe a 5 klmph speed limit within the complex.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out. In the event that they do not do so the clean up will be carried out by a commercial provider at the residents expense.
7. In the interest of safety, children are not permitted to ride cycles or play games on the building forecourt, common property driveway areas or in the garages.
8. Residents are not allowed to wash cars in the car park or in the driveway entrance.
9. Fire hydrants are NEVER to be used by residents for the purpose of washing vehicles. See - The Emergencies Act 2004. (Emergencies Act)
10. Guests parking in the visitor parking bays reserved for those people with disability must display their Disability Parking Permit at all times.
11. If a resident allows a non-resident to use their parking space the resident is responsible for ensuring that the non-resident complies with all vehicle and parking rules.
12. A non-resident parking in Manhattan is not entitled to use any of the buildings other facilities e.g. the pool and gym. These facilities are reserved for the exclusive use of residents and their accompanied guests. (See clause 54)
13. Parking is not permitted where 'No Parking' signs are displayed. N.B: The Executive Committee will regularly invite ACT Government parking inspectors onto Manhattan parking areas and those breaching the parking rules will receive a parking infringement notice.

Garbage and Recycling

We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.

14. The garbage hopper chute is for domestic waste only. All rubbish must be placed down the chute.
15. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
16. Residents are encouraged to recycle wherever possible. Boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling bin provided on each level. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures on the ground level.
17. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage bins, recycling cupboards or on the floor of the garbage area.



18. Household items such as furniture, bedding etc. are not to be placed in the garbage chute or recycling hoppers, but should be disposed of by residents at appropriate ACT Government collection areas. See - Waste and Recycling.
19. Consideration should be given to other residents and noise kept to a minimum when disposing of rubbish. Noise from the garbage chute areas transmits easily to surrounding units. Residents must avoid using the garbage rooms between 10.00 pm and 7.00 am.

Appearance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

20. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
21. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is NOT permitted as this poses a serious safety risk to traffic below if these items fall or are blown off.
22. Drying of laundry is not permitted on balconies or balcony railings. Collapsible washing lines are NOT permitted for use on unit balconies.
23. No external window coverings are permitted without the written approval of the Owners Corporation
24. Balconies are not to be used as a storage area.
25. A sense of community and general tidiness requires that all residents assist in keeping the common areas including entrance foyers, car parking areas, driveways, lawns and landscaped areas clean and free from litter and damage.
26. Residents must not leave anything in the common areas, such as shoes or rubbish left outside apartment front (i.e. numbered) doors.

Smoking

We aim to provide an environment that will allow all residents the benefit of smoke free enjoyment of Manhattan.

27. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or garages. Smoking is not permitted in the main entrance driveway and surrounds.
28. A resident must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.
29. Financial penalties may apply to those caught disposing of cigarette butts or ash in the pool or over balconies.

Cost Recovery

30. The cost of any ACT Fire Brigade 'false alarm' call out fees will be recovered from any resident where they are identified as the source of multiple false alarms. The smoke detector in your apartment is not connected to the buildings central fire alarm system. If you create smoke in your apartment (e.g. by burning the toast) DO NOT open your front door as this may trigger the evacuation alarm for the entire building. The central fire alarm system will then identify the apartment that triggered the alarm and the resident will be billed for the fire brigade call out fee. Multiple false alarms is deemed to be *3 or more* false alarms



Vandalism and damage

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

31. A resident or visitors must not damage any part of the common property.
32. The resident who has caused, or whose guests have caused, damage is liable to reimburse the Owners Corporation for all expenses that it incurs in rectifying the damage.

Animals/Pets

We aim to create a safe environment for all residents and pets without compromising the personal safety and enjoyment of all residents.

33. In accordance with Section 32 of the Act, animals are not permitted unless the Owners Corporation gives written approval. Guidelines for obtaining approval are at Attachment 1 to these rules.
34. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.
35. The Executive Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
36. No animals are permitted on the common property at any time unless being directly escorted either to or from a unit.
37. Any damage or soiling of any common property caused by a pet is the responsibility of the pet owner
38. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
39. The house rules relating to pets are strictly enforced by the Executive Committee.
40. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of ownership in Manhattan is that pets are not permitted unless permission has been granted. This requirement must be conveyed to all prospective buyers and tenants.
41. All pets must be kept on a lead when moving around the Manhattan complex.
42. Approvals will only be considered for a maximum of one animal of up to a maximum of 10 kilograms in weight to be kept in any one unit at any one time.

Alterations

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

43. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
44. Alterations include the erection of any structure - such as external blinds, screens, pergolas, awnings, other shade devices or satellite dishes - painting or otherwise altering the external facade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
45. All requests for alterations should be forwarded to the strata manager for consideration by Executive Committee. In the case of tenants, requests should first be submitted to the managing real estate agent.
46. Approval is unlikely to be given to any alterations that will impact on the privacy or amenity of another resident or that is not in keeping with the general appearance of the complex.

THE OWNERS - UNITS PLAN No. 3947
Common Seal

47. Unit front doors (i.e. numbered) are fire rated. Security screen doors, deadbolts, and peepholes are not permitted to be installed to the front doors of the unit.

Security and Safety

We aim to protect the safety of all residents.

48. Security is provided through security access remotes, passes and keys.
49. Residents may purchase a limited number of additional security remotes, passes and keys from the managing agent. All additional security remotes, passes and keys must be formally requested in writing by the owners of the unit or their authorised agent. A register of security remotes, passes and keys is kept and an owner or resident may be required to provide a written explanation as to why additional security remotes, passes and keys are required and their request may be denied by the Executive Committee.
50. All faults with the security system and/or individual resident's access remotes and passes should be reported to the managing agent.
51. In the interest of maintaining the security of Manhattan, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
52. Unknown or unauthorised persons must not be admitted to the building. Hawkers are not permitted within the Manhattan complex and residents must not allow them access into the building.
53. Residents and tenants must immediately report any lost or stolen security access remotes, passes and keys to the managing agent.
54. Residents acknowledge and accept that their guests and any non-resident car park user's movements, in and out of and within the building may be monitored, recorded and referred to.
55. Monitoring may be undertaken by, but not limited to, CCTV, access and egress electronic logs and other manual or electronic recording devices.
56. The Owners Corporation is unable to provide after hour's access to residents if they are locked out of the building. For these circumstances, residents should make alternate arrangements, for example, leaving an additional set of access remotes, passes and keys with a trusted friend or relative.
57. Residents must not overload the weight bearing capacity and design limits of their balconies and are reminded that it is DANGEROUS to do so.
    a. Design Live Load Applicable to all Balconies = 2.5KPa/m2 or 250kg/m2
    b. Design Dead Load Applicable to all Balconies = 0.5KPa/m2 or 50kg/m2
58. Portable items such as blow up pools and portable spa baths are strictly forbidden from any balcony area within Manhattan.
59. Residents are not to place large items such as pot plants and statues on their balcony.
60. Any pot plant, furniture or decorative item etic placed on the balcony areas must not exceed 50kg in total and if numerous pot plants or decorative items are present then they are to be placed at no more than one item per square metre.
    a. Limiting pot plants and decorative items to this size and floor limit helps ensure that in the event of large gatherings where numerous people may occupy the balcony at any one time the safe load limits are not exceeded.
    b. Typically a 45lt plastic pot plant (420 mm diameter by 350 mm high) with a standard growing medium and plant weighs approximately 50kg.
61. Exceeding this recommended 50kg per square metre limit has the potential to exceed the safe load limits applicable to the balconies.



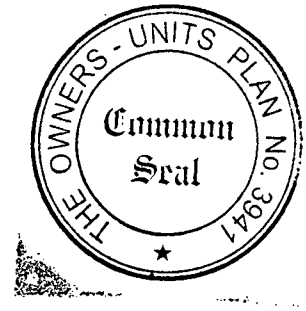
62. Residents that overload, or appear to overload, their balconies will be required by the Executive Committee to remove all or some of the items (as specified by the Executive Committee) from the balcony within 24 hours. If a resident does not comply with this request the Executive Committee is authorised to enter the residents unit to remove those items from the balcony.

Evacuation from the Building in an Emergency

63. Emergency exit signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest emergency exit and equipment.
64. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your remotes, passes and keys with you to enable you to re-enter the building when you are advised it is safe to do by the fire brigade.
65. In the event of an emergency evacuation it is not safe to use the lifts and residents should only use the nearest fire stairs to exit the building.
66. The Executive Committee has authorised ACT Emergency Services to access the building at any time when they deem it necessary to do so.

Pool, Spa and Barbeque Areas

67. Pool & Spa hours are strictly between 6:00 am and 10:00 pm daily.
68. The barbeque area hours are strictly between 7:00 am and 10:00 pm daily.
69. Facilities must be left clean and tidy after use. Residents must scrape the barbeque plate and grill and wipe down the bench areas after each use.
70. Alcohol is NOT permitted in these areas
71. No glass items or smoking are permitted in these areas.
72. Residents and their accompanied guests use the facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of these facilities.
73. Guests must be accompanied by the unit resident at all times.
74. Children must be supervised by a parent or guardian at all times. Children use Manhattan facilities at their parent or guardian's risk.
75. Facilities must be left clean and tidy after use.
76. Please ensure that the pool gates are always closed behind you.
77. No pets are permitted within or around the swimming pool or spa at any time.
78. Residents may not claim sole or exclusive use of the spa – it is a shared facility. If there are others waiting to use the spa please limit your use to one timed cycle.
79. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that dominates or controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or face the loss of their tenancy agreement.
80. Use of these facilities is not to disturb other residents and noise must be kept to a minimum at all times. All noise must cease at 10:00 pm. Residents must dry off completely before they re-enter the building.
81. Non-resident car park users are not entitled to use Manhattan building facilities.



82. Please act responsibly when using the facilities and report any faults to the managing agent.
83. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that dominates or controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or face the loss of their tenancy agreement.

Gym

84. Residents and their accompanied guests use the facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of these facilities.
85. Guests must be accompanied by the unit resident at all times.
86. Children must be supervised by a parent or guardian at all times. Children use Manhattan facilities at their parent or guardian's risk.
87. No glass items, alcohol or smoking are permitted in this area.
88. Facilities must be left clean and tidy after use
89. No pets are permitted within the gym at any time.
90. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that dominates or controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or face the loss of their tenancy agreement.
91. Use of these facilities is not to disturb other residents and noise must be kept to a minimum at all times. All noise must cease at 10:00 pm. Please do not drop exercise weights onto the floor as this will disturb nearby residents and damage the flooring. Exercise weights are not to be removed from the gym.
92. Non-resident car park users are not entitled to use Manhattan building facilities.
93. The gym, and other areas of Manhattan, are under constant CCTV surveillance.

Real Estate Signs

94. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Executive Committee.
95. Without limiting clause 115, signs including real estate 'For Sale' and 'To Let/Lease' signs are not permitted to be erected on the common property unless permission is given by the Executive Committee.
96. Under no circumstances are real estate signs to be erected in the perimeter garden or lawn area.
97. Rectification of any damage caused as a result of the erection of real estate signs, will be the responsibility of the owner of the unit advertised for sale.
98. Previously approved real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the 'Sold' or 'Leased' stickers affixed.

General

99. It is the residents responsibility to secure balcony furniture and other items (such as BBQ covers) to avoid items becoming displaced in high winds



100. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the garages or from individual units or storage cages.

101. N.B. The garages, including individual storage cages, are designated 'wet areas'. The Owner's Corporation does not accept responsibility for damage to any property as a result of water.

102. If a resident intends to clean their balcony or balcony glass they must use minimal water and cleaning products. Balconies may only be cleaned between 10:00 am and 6:00 pm and residents must advise their immediate neighbours and the resident one and two floors directly below them.

103. Residents are responsible for any damage to the body corporate premises by their guests and visitors and for any annoyance caused by them to other residents.

104. For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, and access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose. Residents are not to store anything on top of storage cages, as this can, amongst other things, create a fire hazard. For the safety of all, fuel, dangerous goods or flammables must not be stored in storage cages.

105. Shopping trolleys are not to be brought into the building, or left on common property areas, or on the surrounding garden/grassed areas at the complex. See - Shopping Trolley Litter Act 2004.

106. Residents shall co-operate with the gardener and any other worker or tradesperson employed to maintain the common area by the Owners Corporation whilst in the performance of their duties.

107. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.

108. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the garages. Parents and guardians are responsible for the cost of repairing any damage caused by their children.

109. The use of barbeques on balconies must not cause an inconvenience to other residents.

110. Birds or any other animals are not to be fed from the balconies.

111. Fire doors (including front doors) must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in the case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non-compliance. (See the Emergencies Act)

112. Letterboxes must be emptied of all junk mail on a regular basis by residents. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.

113. Only the standard approved 'NO JUNK MAIL' stickers are permitted to be installed on individual mail boxes. Please contact the building manager to purchase your approved sticker. Unapproved stickers will be removed from mail boxes.

114. Residents must NOT ride bicycles, rollerblades, skateboards etc., within the building perimeters.

115. Graffiti or notice posting of any description is not permitted on any area of the complex. Any breach of this rule should be documented and a report lodged with the managing agent immediately. Residents will be responsible for the cost of removing any graffiti or notices that they have placed on the building. Residents and their guests are not to sit or climb on the sculpture in the forecourt, or the skylight on the pool deck.

116. Christmas lights are permitted to be installed on individual balconies, on the following conditions:

- Lights must be installed no earlier than 1 December and must be removed no later than 1 January of the following year.
- Lights must not be permanently affixed in any way.



- Flashing lights are not permitted between the hours of midnight and 6.00 am.

117. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of previously approved real estate signs denoting the location of properties for immediate sale or lease within Manhattan, which may only remain there for a minimum fair and reasonable time.

118. A unit owner (whether resident or absent) must promptly attend to any maintenance issues brought to their attention and ensure that they, or their authorised representative, maintain their unit in a reasonable condition.

119. A unit owner must ensure that their payment of levies and other contributions are met as and when they fall due.

120. A resident must not use their unit for illegal activities, or for the storage of dangerous materials.

121. In order to protect the lift (elevator) appearance when a resident wishes to move into or out of Manhattan they must request, and use, a lift lock key and lift blankets from the building manager by providing the building manager with at least 48 hours notice prior to their moving day. Real estate agents are to advise any prospective tenants of this requirement.

122. In the event of an emergency (e.g. water flooding or falling glass) an Executive Committee member may enter a unit without prior advice to the resident. The Executive Committee has authorised ACT Emergency Services to access the building at any time when they deem it necessary to do so.

123. If entry is otherwise required, for example if a resident allows a unit to be become unhealthy or very badly maintained, the Executive Committee will pass a resolution providing the resident with 7 days written notice of its intention to enter the unit, and the reason why.

124. It is in the interest of all residents to minimise maintenance and repair costs, as these costs are shared by us all in the form of body corporate fees or higher rents. Poor maintenance and/or excessive costs can detract from the enjoyment and value of living in Manhattan.

125. These rules are made and amended under the Unit Titles (Management) Act 2011. If a resident fails to adhere to these rules the Executive Committee may issue a Rules Infringement Notice (RIN). If a unit owner or resident does not comply with a RIN then the matter can be referred to the ACT Civil and Administrative Tribunal for an order.
See - Unit Titles (Management) Act 2011, and www.acat.act.gov.au/.

126. The Executive Committee represents all unit owners equally. It welcomes your input and feedback and prides itself on its transparency, inclusivity and the democratic process. Please do not hesitate to contact your Executive Committee to raise any matter of interest or concern.

Residents and their guests are required to abide by these rules, give consideration to others living at the development and to help maintain the appearance and value of the complex.

Strata Manager

The Strata Manager (Managing Agent) is **Independent Strata Management**

Office address:	91 Northbourne Avenue Turner ACT 2612
Postal address:	GPO Box 1539 Canberra City ACT 2601
Telephone:	02 6209 1515
Facsimile:	02 6247 9567
Email:	bcenquiry@independent.com.au
Emergency after hours:	0419 626 355

THE OWNERS - UNITS PLAN No. 3941
Common Seal

Attachments

Attachment 1 - Guidelines for approval of pets

Links to external websites

Where this document provides links to external websites, those links are provided for the reader's convenience and do not constitute endorsement of the material on those sites, or any associated organisation, product or service.

Manhattan House Rules

These house rules remain the property of the Manhattan Executive Committee and they must not be copied, distributed or used for any other purpose. The Executive Committee may change these rules from time to time and when it does so it will advise residents by placing a paper copy of the rules in individual unit mail boxes.



ACT Government
Justice and Community Safety

CRE$2111133 13/09/2017 10:51:23 H0000

2111133

CORRECT THE REGISTER

Land Titles Act 1925

Form 004 - CR E
Softdocs- 56

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Landdata	11-13 Lawry Place Macquarie	62027600.

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
2104:90	City	52 108	1 1	

APPLICANT/S (Provide Full Name, Surname Last)	FULL POSTAL ADDRESS (including postcode)
STEPHEN JOHN NOAKES	11-13 LAWRY PLACE MACQUARIE - ACT.

CAPACITY OF APPLICANT/S (tick whichever is applicable)

☐ Registered Proprietor/s or ☐ Legal Practitioner or ☐ Mortgagee in Mortgage No.

☐ Executor or ☐ Other (please state) SURVEYOR

NAME AND ADDRESS OF REGISTERED PROPRIETOR/S (Complete where the Applicant is NOT a registered proprietor)

REASON FOR CORRECTION (Please provide clear instructions/details as to the proposed correction to the register)

Page 45 of UP 3941 - The units on the mezzanine level have been numbered incorrectly.
Affecting units. 323 to 329.

SUPPORTING DOCUMENTS (the following documents are required in support of this application)

☑ Statutory Declaration/s (from all parties affected by the correction)

☐ Contract for Sale (if required)

☐ Other (please specify)

DATE
4 September 2017.

CONSENT	
Print full name of person consenting and the capacity under which consenting (eg. Registered Proprietor) ALEXANDER THOMAS ON BEHALF OF THE OWNERS CORPORATION OF SP 3941 THE OWNERS - UNITS PLAN NO. 3941 Common Seal Signature or common seal of Consenting Party	Print full name and address of witness Signature of witness

EXECUTION	
Print full name of Applicant STEPHEN JOHN NOAKES. Signature or common seal of Applicant	Print full name and address of witness BELINDA REYNOLDS. 11-13 LAWRY PLACE MACQUARIE AC. Signature of witness

OFFICE USE ONLY			
Lodged by	P	Certificate of title lodged	2104: 90 (2)
Data entered by	P	Certificates attached to title	
Registered by	P	Attachments / Annexures	Stat Dec x 2.
Registration date	13 SEP 2017	Production number	

Commonwealth of Australia

STATUTORY DECLARATION

Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration*

I,[1] Alexandra Thomas, Strata Manager of UP 3941, located at 240 Bunda Street, City, Canberra, ACT

make the following declaration under the *Statutory Declarations Act 1959:*

2 *Set out matter declared to in numbered paragraphs*

[2] Steve Noakes a registered surveyor with Landdata Surveys prepared UP 3941, over Block 1 Section 52 and Block 1 Section 108 in the Division of City in the ACT.

It has been brought to our attention that a drafting error was made on page 45 of the units plan.

The units on the mezzanine level have been number incorrectly, unit 333 to 337 don't exist.

The units should read as follows:

PT 331 should be amended to read PT329
PT 332 should be amended to read PT 328
PT 333 should be amended to read PT 327
PT 334 should be amended to read PT 326
PT 335 should be amended to read PT 325
PT 336 should be amended to read PT 324
PT 337 should be amended to read PT 323

The Owners Corporation request that the replacement sheet 45 prepared by Steve Noakes with the above corrections be accepted to correct the register and the plan.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 *Signature of person making the declaration*

[3] 

4 *Place*
5 *Day*
6 *Month and year*

Declared at [4] 91 NORTHBOURNE on [5] THURSDAY 7 of [6] SEPTEMBER 2017

Before me, AVENUE TUCKER

7 *Signature of person before whom the declaration is made (see over)*

[7]  Tony Hayward

8 *Full name, qualification and address of person before whom the declaration is made (in printed letters)*

[8] Certified Practicing Accountant
1518/240 Bunda ST
Canberra ACT 2601

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

Commonwealth of Australia

STATUTORY DECLARATION

Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration*

I,[1] Stephen John Noakes a Registered Surveyor employed by Landdata Surveys Pty Ltd of 11-13 Lawry Place Macquarie, ACT

make the following declaration under the *Statutory Declarations Act 1959:*

2 *Set out matter declared to in numbered paragraphs*

[2] I prepared UP 3941,over Block 1 Section 52 and Block 1 Section 108 in the Division of City in the ACT.

It has been brought to my attention that a drafting error was made on page 45 of the units plan.

The units on the mezzanine level have been numbered incorrectly, unit 333 to 337 do not exist.

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PT 337 should be amended to read PT 323

I have prepared a replacement sheet 45 with the above corrections and I wish to correct the register and the plan.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 *Signature of person making the declaration*

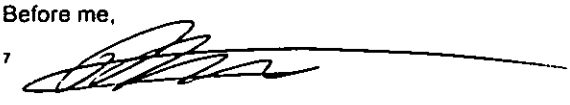
[3] 

4 *Place*
5 *Day*
6 *Month and year*

Declared at [4] Phillip, ACT on [5] Fri, 1/9/17 of [6] September 2017

Before me,

7 *Signature of person before whom the declaration is made (see over)*

[7] 

8 *Full name, qualification and address of person before whom the declaration is made (in printed letters)*

[8] Patrick McDONALD, First Constable of Police, AFP 20999
WODEN POLICE STATION
Callum Street
Woden ACT 2606
AFP Australia

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years, see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

ACT Government

Access Canberra.

Chief Minist

LAND TITLES

SR$3099210 12/08/2021 11:27:34 Sp

3099210

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
~~Holly Gullett~~ Holly Louise Gullett Gullett	hgullett@rhstrata.com.au	02 6295 6888

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2104:90	CANBERRA	52	1	3941

DETAILS OF ARTICLE/S BEING AMENDED (insert article number/s)

Registering House Rules

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☑ Sealed copy of Minutes of Meeting ☑ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS - UNITS PLAN No. 3941 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

~~*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.~~

~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document~~.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:
~~Holly Gullett~~ Holly Louise Gullett Gullett
Business Manager

<Name of certifying party>
<Capacity of certifying party>

for: *Raine & Horne Strata*
on behalf of the Registered Proprietor/Managing Agent

Witnessed By:
Ella Morella
Assistant Strata Manager

OFFICE USE ONLY			
Lodged by	VP	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	EB	Evidence Manager Appointed	Yes ☐
Registered by	jm 23/08/2021	Registration Date	

VOI Sighted x ....Holly Laize Gulka

Change of Name by.....

Category.....1.....

Sighted by .....Ashlee Spencer

Date.....12 AUG 2021.....

Manhattan

Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

MINUTES OF THE 2020 ANNUAL GENERAL MEETING

MANHATTAN ON THE PARK UNITS PLAN 3941

Held: 5.30pm, Monday 14 December 2020

Meeting: Crowne Plaza Hotel – 1 Binara Street, Canberra and via Zoom teleconference link

THE OWNERS - UNITS PLAN NO. 3941
Common Seal

Manhattan

Raine & Horne Strata
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E: reception@rhstrata.com.au

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS – UNITS PLAN 3941 HELD ON THURSDAY 12 DECEMBER AT THE NATIONAL PRESS CLUB, 16 NATIONAL CIRCUIT BARTON

As a standard quorum was not present the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3 Part 3.1 Section 3.11 of the Unit Titles (Management) Act 2011.

REPRESENTATIVES PRESENT FOR: Ms Z Tian (Lot 7), Mr P Wilkinson (Lot 20), Mr D Lever (Lot 29), Mrs R Fletcher (Lot 34), Ms G Chang (Lot 68), Ms A Gregg (Lot 163), Mr A & Mrs T Blunt (Lot 178), Mr P Dey (Lot 190), Mr G Webb (Lot 226), Mr R Lavey (Lot 236), Ms P Paddington (Lot 248), Mr J Nest (Lot 262), Mr S Vanamamalai (Lot 264), Ms H Chu (Lot 305), Mr D Bibo (Lot 307) & Ms A Tang (Lot 318)

REPRESENTATIVES PRESENT VIA ZOOM FOR: Mr P & Mrs L Trainor (Lot 1), Mr R Scott-Davies (Lot 2), Ms M Braddon (Lot 6), Mr H Posch (Lots 11 & 24), Ms E Reed (Lot 12), Ms D Rossi (Lot 17), Ms J Angeloska (Lot 19), Mr D & Mrs S Strongman (Lot 21), Ms E Hlubucek (Lot 27), Mr J Guo (Lot 28), Mr D Adams (Lots 46 & 151), Ms L Kroger (Lot 65), Ms A Gordon (Lot 67), Ms R Armour (Lot 79), Mr P Crick (Lot 94), Mr B Hocking (Lot 101), Mr G Moon (Lot 105), Ms E Hitchman (Lot 113), Mr R Douros (Lot 121), Mr G Sloan (Lot 128), Ms J Ryan (Lot 133), Mr D Johns (Lot 141), Mr G Hannan (Lot 168), Ms S Drummond (Lot 181), Mr G & Mrs J Barnes (Lot 191), Ms H Humphery (Lot 192), Md D Arnold (Lot 197), Ms D Duncan (Lot 205), Mr D Bowman (Lot 207), Ms C Karolis (Lot 209), Ms T Kontek (Lot 211), Mr G Young (Lot 230), Ms A O'Rourke (Lot 233), Mr P & Mrs G Smith (Lot 244), Dr P Bouvian (Lot 282), Mr B Park (Lot 284), Ms C Murphy (Lot 287), Ms D Ranatunga (Lot 295), Mr A Novosel (Lot 306) & Mr A D'Silva (Lot 323).

Mr G Shaw – Minter Ellison.

PROXIES: *IFO Ms A Gregg:* Chan Property Investments (Lot 177), & Brennan2 Investments Pty Limited (Lot 328). *IFO Mr P Dey:* Ms A Dey (Lots 314 & 315)

ABSENTEE FORMS FOR: Mr J & Mrs M Knox (Lot 220), Mr P & Mrs L Dalton (Lot 283), & Mr R Solecki (Lot 301).

RAINE & HORNE REPRESENTATIVES: Mr. S Wiebe, Mrs. K Taylor, Ms. E Dean and Mr. F Morella.

THE OWNERS - UNITS PLAN No. 3941
Common Seal

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It was noted that a standard quorum was not present, and that the meeting would proceed with a reduced quorum in accordance with Schedule 3, Part 3.1, Section 3.9 of the Unit Titles (Management) Act 2011.

1. APPOINTMENT OF CHAIRPERSON AND APOLOGIES

Mr. Bibo chaired the meeting, welcomed owners, and addressed the meeting, noting that as a quorum had not been reached, the meeting would commence at 6.00 pm.

Mr. S. Wiebe then ran through Zoom etiquette, the raise hand function and how to vote via the Zoom teleconference link.

At 6.00pm the Chairperson declared that the meeting was open and would proceed with a reduced quorum.

All members of the incumbent Executive Committee introduced themselves to the meeting with a short introduction.

2. UPDATE ON THE DEFECT RECTIFICATION NEGOTIATIONS

Mr Geoff Shaw from Minter Ellison addressed the meeting via Zoom.

An update was sent to all Owners on Thursday 10.12.20 that was subject to Legal Professional Privilege, addendum to the update is also subject to the same privilege and is outlined below.

- Access Canberra have now engaged an Engineer to provide expert advice as they are close to hitting the benchmark of 12 months, they have to issue a Rectification order from the Intention to Issue a Rectification order. It is anticipated this to occur in the early next quarter of 2021
- What is the timeframe that Chase has to respond to a Rectification Order and for repairs to commence?
    - Chase will have 28 days to prepare a programme of works. The Executive Committee will then be given the opportunity to review the rectification methodology, works to be completed and the timeline of scheduled works to commence and be completed.
- An Owner at the meeting asked if Mr Jolley was solvent, in the Owners Corporations pursual of rectification of defects. It was noted that Mr. Jolley still holds a current Builders License and has a pipeline of work occurring in Canberra.

3. APPROVAL OF PREVIOUS ANNUAL GENERAL MEETING MINUTES

Ms Reed noted there needed to be an amendment to Item 3 of the Minutes from the 2019 Annual General Meeting, to remove the word never from the final sentence. This should read: *In addition, it had been determined that Manhattan's current cladding had been compliant under the Building Code.* Owners present approved the amendment

MOTION 1

'That the amended minutes of the Annual General Meeting held on 12 December 2019 be confirmed as an accurate record of that meeting.'

MOTION CARRIED

Note there was a typographical error in the Agenda regarding the year date of the minutes. This has been amended in the above motion.

4. APPROVAL OF FINANCIAL STATEMENTS

An Owner requested clarification on the following items, the owner was also concerned at the disparity of the budgeted amount against actuals.

- Telephone and Internet services $4,000 – Telephone line and monitoring for 6 Elevator emergency phones and Building Managers office internet.

THE OWNERS - UNITS PLAN No. 3941 Common Seal

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- Water - $93,000 – The Owners Corporation receive a quarterly bill for all water consumed at the complex. This includes all common area taps and toilets, gardens, and pool, but also water usage for all apartments including their taps, toilets, washing machines etc. Each owner receives a quarterly bill from Icon Water which is a fixed charge for provision of services e.g., stormwater and sewerage. This bill does not include any water consumption
- There is $180,000 cleaning contract- why the extra line items – The cleaning contract is for all common areas – Foyers, corridors and lifts including weekend cleans. Other cleaning line items in the budget are for steam cleaning of carpets, external window cleaning which are separate contracts. Other additional costs incurred were COVID 19 related – extra cleaning and provision of sanitiser/wipes.
- Why are their two-line items for automatic door maintenance? One pertains to the Foyer/basement automatic doors and the other to the garage doors – separate maintenance contracts so it is itemised independently.
- What is the $20,000 additional cost in the Management fees? Some of these fees are cost recovered with an offsetting line reflected under revenue. These relate to house rule infringement notices, strata inspection requests for sale documents and debt recovery. Further costs incurred, not cost recovered include costs for the Strata Manager to attend additional meetings (eg. Additional EC meetings and cladding Q&A sessions) and quarterly BAS (GST) lodgement fees.
- What is the additional $9,000 in costs associated with the Building Manager fees? With the changeover from Independent and to ensure the building managers continuity of service $9,000 is being held in trust for the building managers long service leave.
- Why did some budgeted works not go ahead such as lift fit-out refurbishment and unbudgeted works such as solar panel instalment go ahead? Currently the lifts are well maintained and the sinking fund forecast will carry forward these unspent funds. The installation and funding of the solar panels was approved at the 12 December 2019 Annual General Meeting.

MOTION 2

'That the financial statements for the period 1 November 2019 to 31 October 2020 be accepted as presented.'

MOTION CARRIED

An Owner asked what the cost of the audit would be and if quotes were sought. It was noted that the cost would be around $3000.00 and that Kelly + Partners were chosen as they were aufait with the Urbanise accounting system.

MOTION 3

"That the Owners Corporation authorise Kelly + Partners to complete an audit of the financials for the 2020/2021 financial year

MOTION CARRIED

Please note – Under amendments to the Unit Titles (Management) Act 2011 effective 1 November 2020, an audit of the Owners Corporations financials is required yearly, if the number of units is more than 100 or the annual budget is more than $250,000 per year. (Schedule 2 – 2.1 (1) (g))

5. INSURANCE

The meeting discussed the Insurance policy and whether it was worth changing the Brokerage Firm currently being used.

- The last independent Insurance evaluation of the property was commissioned through Egan National Valuers (ACT) and was received 6 December 2019. The current policy was increased at renewal, to the reflect the findings of the report.



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- Members of Executive Committee advised that the current Broker is giving great service so do not see the need to go elsewhere. Changing the brokerage firm will not change the insurance premium costs, nor avail Manhattan to alternate Insurance companies. The current Broker is also aufait with all the complexities in regard to the cladding and defects and their bearing to Insurance. A new firm would need time to gain the relevant corporate knowledge to be able to tackle any new complexities that may arise and need to be answered or acted upon quickly.
- CHU were the only company that would take on the insurance of the complex as the have a corporate history with Manhattan, having insured the complex from registration. All other major Insurance entities declined to quote when the policy was put out to the market.
- The increase in the insurance premiums is a direct result of having flammable cladding and not related to who the insurance broker is, insurance premiums are likely to continue to increase due to the flammable cladding, however whilst we continue to proactively address the issue, insurance through CHU is likely to be able to continue.

MOTION 4
"That the Owners Corporations insurances be confirmed and that the incoming Executive Committee be authorised to place and adjust the insurance policies of the Owners Corporation in accordance with statutory requirements."

MOTION CARRIED

Please note – Unit owners are responsible to acquire their own contents insurance, including but not limited to carpet, curtains and blinds, furnishings, fittings, and public liability cover within their unit.

6. BUDGET

The meeting discussed the budget for 1 November 2020 to 31 October 2021.

Several owners at the meeting felt that there needed to be more transparency regarding sinking fund expenditure and the proposed budget. The treasurer outlines the methodology used to build the budget. Owners were encouraged to access the sinking fund forecast document on the owners portal and become familiar with it as it is the owner's agreed 10 year maintenance plan for the building. The latest sinking fund forecast was approved by owners at the 2019 AGM. The Executive Committee noted the action to provide greater transparency in regards to the sinking fund going forward.

Several line items were questioned. These included:

- Frequency of window cleaning. The budget includes provision for two cleans in 2020/21.
- Details of the $40,000 lighting budget
  - It was noted to the meeting that the LED foyer lighting is out of warrant and approaching end of life. A $10,000 allocation is set aside in the budget to make a start at replacing these lights. This will be a multi-year program.
  - $30,000 for emergency lighting that has failed in testing. To ensure no conflict of interest the Fire Services company 360 Degrees identifies failed lights and Maritex – who have been with Manhattan since registration attend and replace.

The meeting was advised that all contracts do go out for tender with at least 3 quotes being sought. The successful tenderer is selected on the standard of service that they can provide, not necessarily the cheapest service that can be provided.

MOTION 5
'That the proposed Administrative Fund budget of $1,213,772.00 (excluding GST) be accepted.'

MOTION CARRIED

MOTION 6
'That the proposed Sinking Fund budget of $555,920.00 (excluding GST) be accepted.'

THE OWNERS - UNITS PLAN No. 3947 Common Seal

MOTION CARRIED

Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
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7. LEVIES

An Owner asked if sinking fund contributions were only temporary?
A Sinking fund is a permanent fixture for the life of the building. As per the Unit Titles Management Act 2011 as amended
"81(2) An owners corporation for the units plan must establish and maintain a fund (the sinking fund)"

MOTION 7

'That the Owners Corporation strike an Administrative Fund levy of $1,213,772.00 plus GST for the period 1 January 2021 to 31 December 2021 to be payable in equal quarterly instalments in accordance with Unit Entitlements.'

MOTION CARRIED

Note there was a typographical error in the Agenda regarding the year start date of the levies. This has been amended in the above motion.

MOTION 8

'That the Owners Corporation strike a Sinking Fund levy of $521,557.00 plus GST for the period 1 January 2021 to 31 December 2021 to be payable in equal quarterly instalments in accordance with Unit Entitlements.'

MOTION CARRIED

Levy Due Dates: 31 January, 1 April, 1 July, and 1 October 2021

Note there was a typographical error in the Agenda regarding the year start date of the levies. This has been amended in the above motion.

8. HOUSE RULE AMENDMENTS

MOTION 9: The submitter withdrew this motion noting further investigation was required as the legal ability to apply this to Manhattan versus other complexes in Canberra that have a similar house rule in place.

MOTION 9

'That the Owners Corporation approves the addition of the following as House Rule 2 (15) and House Rule 2 (16)'
(15) Car spaces throughout the building are not to be rented on a commercial basis to non-residents of the building. This rule is in place to ensure building access is limited to owners, residents, and their visitors only.
(16) Car spaces can be rented on a commercial basis to current residents in the building. The rental period can only be for the period that the lessee is a resident of the building:

- *a. To enable such a rental agreement, the lessor needs to ensure that a separately coded access device with limited garage access is provided to the lessee. The access device should not allow access to:*
  - *i. Level 3*
  - *ii. The gym*
  - *iii. The pool and podium outdoor area on Level 3; and,*
  - *iv. The lessor's residential level.*

MOTION WAS WITHDRAWN BY SUBMITTER

MOTION 10: The Owners agreed that this was acceptable as long as bicycles were kept at the rear of balconies so that cannot be easily sighted, to ensure a clear vista of the building is maintained.

MOTION 10

'That the Owners Corporation approve a revision of House Rule 4 (6)
***From:** Balconies are only to be used for their commonly accepted intended purpose. They are not to be used as a storage area. In particular, but not limited to, bicycles are not to be kept on balconies.*
***To:** Balconies are only to be used for their commonly accepted intended purpose. They are not to be used as a storage area. Bicycles are an exception to this rule but must not be leaning against balcony balustrade glass and where possible, should be at the rear most point of the balcony to improve the appearance of the building.'*

MOTION CARRIED



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MOTION 11: Window cleaners are required to use the dedicated anchor points on the roof and then land on the 16th floor balconies so that they can safely abseil down the building to conduct regular window cleaning works and inspections.

By not allowing them to do so meant that a large portion of a tower was not been able to have their windows cleaned, or regular inspections carried out, which in turn resulted in costs incurred to the OC for works which were unable to be completed.

Rule 15 (11) was included so that this would not continue to be an ongoing issue, particularly as we are aware that there will be upcoming and ongoing works, like recladding and defect rectification, of the building which will require access to common areas. Delays caused by individual owner's objection to access to common areas can, and does, impact residents other than themselves. The ExCom have a duty of care to ensure that appropriate access is available to prevent costly time and monetary issues for future works.

ORIGINAL MOTION 11

'That the Owners Corporation delete House Rule 15 (11):

- *N.B. From time-to-time unfettered access may be required to individual units in the performance of duties being undertaken as outlined above. This includes but is not limited to defect rectification and cladding removal and replacement.'*

AMENDED MOTION 11

'That the Owners Corporation amend House Rule 15 (11):

- *N.B. From time-to-time and after the appropriate written notice, which includes the reason access is required and allows notice as per legal requirement i.e. 7 days, unfettered access may be required to individual units in the performance of duties being undertaken as outlined above. This includes but is not limited to defect rectification and cladding removal and replacement.'*

MOTION CARRIED

MOTION 12: It was noted that the proposed house rule was in effect in other Canberra strata schemes. However, after discussions that this house rule would be in breach of the Discrimination Act and Human Rights Act 2004, the motion was withdrawn by the submitter:

MOTION 12

'That the Owners Corporation inserts the following as House Rule 15 (34):
(1) All Executive Committee and Strata Management communications to owners will be via email. This is to ensure costs are minimised to the OC and all communication is instantaneous (without delay).
(2) Each lot owner is responsible for maintaining an up-to-date email address with the Strata Manager.
(3) If you do not receive an email, it will be treated no differently to not receiving posted mail.'

MOTION WAS WITHDRAWN BY THE SUBMITTER

MOTION 13: The meeting discussed the motion. Although many agreed with the ideology behind the motion, some also had the following concerns

- Genuine fear that laundry would not be secured adequately, blowing onto surrounding streets, presenting potential safety hazards to cars and pedestrians below.
- Could affect the aesthetics of the unique design of Manhattan

MOTION 13

'That the Owners Corporation delete House Rule 4 (4) which currently reads: Drying of laundry is not permitted on balconies or balcony railings. Collapsible washing lines are NOT permitted for use on unit balconies. And replaces it with:
Permanent drying structures are not permitted to be installed on any part of the Unit that is visible from the exterior of the Building without the prior approval of the Owners Corporation. The drying of clothing, bedding and other items is not permitted over the external glass or concrete railing on balconies. Any items that are dried on suitable drying structures placed on the balconies should be secured such that they will not be blown off.'

MOTION FAILED

MOTION 14: Concerns were raised that this would place a requirement on the Owners Corporation to spend allocated monies in the budgeted year even if not required. The UTMA Section 82 (3) states that the Owners Corporation is required to forecast expected expenditure but does not compel those monies to be spent in that financial year. With that said, the submitter was concerned that further transparency was required to advise owners how unspent funds would be carried forward and allocated into future year budgets. Those present at the meeting were supportive of investigating the impact of cladding and potential defect rectification projects on the sinking fund forecast. The Strata Manager advised that the sinking fund forecast is formally reviewed every five years. The submitter also noted that the forecast can be amended by ordinary resolution each year as required. The motion was withdrawn by the submitter stating further work was required before such a motion could be implemented.

MOTION 14

'That the Owners Corporation approve the insertion of House Rule 15 (35) which reads: The ExCom will undertake maintenance in accordance to the Owners Corporation sinking fund plan, unless varied by an ordinary resolution at a General Meeting.'

MOTION WAS WITHDRAWN BY THE SUBMITTER

MOTION 15: Due to the complexities of this motion, it has been held over until the next General Meeting.

MOTION 15

'That the Owners Corporation amends Rule 10 (2) to read: Residents may purchase a limited number of additional security remotes, passes and keys from the managing agent. All additional security remotes, passes, and keys must be formally requested in writing by the owners of the unit or their authorised agent. A register of security remotes, passes and keys is kept, and an owner or resident may be required to provide a written explanation as to why additional security remotes, passes and keys are required and their request may be denied by the Executive Committee, please refer to the attached Security Policy.'

THIS MOTION HAS BEEN CARRIED OVER TO THE NEXT GENERAL MEETING

MOTION 16

'That the Owners Corporation authorise the Strata Manager to register a copy of the House Rules with Access Canberra.'

MOTION CARRIED

9. ELECTION OF EXECUTIVE COMMITTEE

Prior to the voting on the motion commenced, owners at the meeting were invited to nominate, noting that there were currently 8 nominees for 7 positions. Ms. Deniz Duncan nominated and gave a quick profile. The meeting discussed and resolved to create 9 positions.

AMENDED MOTION 17

'That the Owners Corporation creates nine (9) Executive Committee positions to form the Executive Committee until the next Annual General Meeting.'

MOTION CARRIED

The following nominees were appointed to form the Executive Committee until the next Annual General Meeting:

Mr. Jonathan Nest (Unit 517), Mr. Sriram Vanamamalai (Unit 515), Ms. Elizabeth Reed (Unit 1603), Mr. David Bibo (Unit 320), Ms. Tracey Blunt (Unit 905), Mr. Richard Lavey (Unit 619), Mr. Gary Webb (Unit 705) Ms. Annie Gregg (Unit 920) and Ms. Deniz Duncan (Unit 802)

10. STATUTORILY REQUIRED DISCUSSIONS

Maintenance Issues

a. **Details of current maintenance issues:**
All maintenance issues are identified by either the Building Manager or specific maintenance contractor and fixed as they arise.

b. **Renewal of maintenance contracts**
Maintenance contracts are arranged by the Facilities Manager and approved by the Executive Committee.

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2. Vehicles and Parking

We aim to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for resident's visitors.

1. Residents should only park their vehicles in their unit's allocated car space/s in the garages. Do NOT block, or use another resident's car parking space without their express consent to do so.
2. If you are a resident, you are not a guest and cannot use the guest, including disability, parking.
3. The loading bay can only be used by commercial vehicles that are actively being loaded or unloaded.
4. Guests parking in the visitor parking bays reserved for those people with disability must display their Disability Parking Permit at all times.
5. If a resident allows a non-resident to use their parking space the resident is responsible for ensuring that the non-resident complies with all vehicle and parking rules.
6. A non-resident parking in Manhattan is not entitled to use any of the buildings other facilities e.g. the pool and gym. These facilities are reserved for the exclusive use of residents.
7. Parking is not permitted where 'No Parking' signs are displayed.
8. Vehicles are NOT to be parked on the concrete access driveway, building forecourt, landscaped areas, footpaths, or in any position where they may cause an obstruction to others, including areas marked out in white or yellow paint.
9. Vehicles must observe a 5-klmph speed limit within the complex.
10. Residents are responsible for cleaning up of any oil or other spills caused by their vehicles. In the event that they do not do so, the clean up will be carried out by a commercial provider at the resident's expense.
11. In the interest of safety, children are not permitted to ride bicycles, scooters or play games on the building forecourt, common property driveway areas or in the garages.
12. Residents are not allowed to wash cars in the car park, garages or in the driveway entrance.
13. Fire hydrants are NEVER to be used by residents for the washing vehicles, or any other unintended purpose. See - *The Emergencies Act 2004*.
14. N.B: The ExCom has authorized ACT Government parking inspectors to patrol Manhattan parking areas and those breaching the parking rules will receive a parking infringement notice and / or a Rule Infringement Notice.

3. **Garbage and Recycling**

We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.

1. The garbage hopper chute is for domestic waste only. All rubbish must be placed down the chute.
2. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
3. Residents are encouraged to recycle wherever possible. Boxes should be collapsed and free from foam or other contaminating matter before being placed in the recycling bin provided on each level. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures on the ground level.
4. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage bins, recycling cupboards or on the floor of the garbage area.
5. All bulk or high volume rubbish disposal must be arranged through the building manager.
6. Household items such as furniture, bedding etc. are not to be placed in the garbage chute or recycling hoppers, but should be disposed of by residents at appropriate ACT Government collection areas. See - Waste and Recycling.
7. Consideration should be given to other residents and noise kept to a minimum when disposing of rubbish. Noise from the garbage chute areas transmits easily to surrounding units. Residents must not use the garbage rooms between 10.00 pm and 7.00 am.

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4. Appearance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

1. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
2. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is NOT permitted as this poses a serious safety risk to people and traffic below if these items fall or are blown off.
3. Real or fake / plastic grass / plants or other decorations or adornments of any kind are not allowed to be attached to or hung from balcony glass, balustrades or railings.
4. Drying of laundry is not permitted on balconies or balcony railings. Collapsible washing lines are NOT permitted for use on unit balconies.
5. No external window coverings are permitted without the written approval of the OC.
6. Balconies are only to be used for their commonly accepted intended purpose. They are not to be used as a storage area. Bicycles are an exception to this rule but must not be leaning against the balcony balustrade glass and where possible, should be at the rear most point of the balcony to improve the appearance of the building.
7. A sense of community and general tidiness requires that all residents assist in keeping the common areas including balconies, entrance foyers, car parking areas, driveways, lawns and landscaped areas clean and free from litter and damage.
8. Residents must not leave anything in the common areas, such as shoes, rubbish or prams left outside apartment front (i.e. numbered) doors.

5. Smoking

We aim to provide an environment that will allow all residents the benefit of the smoke free enjoyment of Manhattan.

1. The owner or occupier of a unit must not:
2. Smoke any substance, including vaping, on any area of common property; or
3. Smoke any substance in a lot so as to allow smoke drift from such substance to enter the common property or another lot; or
4. Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
5. The owner of a lot must ensure that the occupier of their lot complies with the terms of this by-law.
6. The owner or occupier of a lot must ensure that invitees, guests and/or visitors of the owner or occupier comply with the obligations under this clause.
7. From 1 July 2019, the following clause is to be included in all tenancy agreements & signed by the tenant(s). 'I/we agree not to smoke (or allow visitors or guests to do so) in any unit(s), including balconies, or on common property of the Manhattan complex.'
8. A breach of the above constitutes a nuisance/annoyance to other residents and will be addressed under Rule 7, 'Use of unit-nuisance or annoyance', under the Rules of the UTMA.

6. Cost Recovery

1. The cost of any ACT Fire & Rescue (ACT F&R) 'false alarm' call out fees will be recovered from any resident where they are identified as the source of two or more false alarms.
2. The smoke detector in your apartment is not connected to the buildings central fire alarm system. If you create smoke in your apartment (e.g. by burning the toast) DO NOT open your front (numbered) door as this may trigger the evacuation alarm for the entire building. The central fire alarm system will then identify the apartment that triggered the alarm and the resident will be billed for the ACT F&R call out fee, which is currently at least $1200.00.
3. In the event that an insurance claim is lodged, and accepted, under the OC Policy due to an owner failing to complete maintenance in their unit, that owner will be responsible for the building insurance excess costs.
4. In the event that an insurance claim is lodged under the OC Policy, and accepted, due to damage between units, the unit owner where damage originated will be responsible for the building insurance excess costs.
5. In the event that an insurance claim under the OC Policy is declined by the insurer, for any reason, the party responsible for the damage will be responsible for all costs associated with rectification works.

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7. Vandalism, Damage, Service and Maintenance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

1. A resident must not damage any part of the common property.
2. The resident, who has caused damage, is liable to reimburse the OC for all expenses that it incurs in rectifying the damage.
3. The unit owner is responsible for all services and piping, which service their unit only, regardless of the location of the service or item. Further, unit owners are responsible for any damage, or service or insurance costs, caused by an issue relating to service or maintenance of a service, item, and fixture or fitting servicing their unit only.

8. Animals/Pets

We aim to create a safe environment for all residents and pets without compromising the personal safety and enjoyment of all residents.

1. In accordance with Section 32 of the Act, animals are not permitted unless OC gives written approval. Guidelines for obtaining approval are at Attachment 1 to these rules.
2. The ExCom are authorized to make determinations regarding keeping of animals, after all criteria have been met by the applicant.
3. The ExCom will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident, or is neglected or abused in any way.
4. No animals are permitted on the common property at any time unless being directly escorted either to or from a unit.
5. All pets must be kept on a lead when moving around the Manhattan complex.
6. Any damage or soiling of any common property caused by a pet is the responsibility of the pet owner.
7. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
8. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of ownership in Manhattan is that pets are not permitted unless permission has been granted. This requirement must be conveyed to all prospective buyers and tenants.
9. Approvals will only be considered for a maximum of one animal of up to a maximum of 10 kilograms in weight to be kept in any one unit at any one time.
10. The rules relating to pets are strictly enforced by the ExCom.

9. Alterations

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

1. Alterations and additions must not be undertaken without the prior written consent of the OC.
2. Alterations include the erection of any structure - such as external blinds, screens, pergolas, awnings, other shade devices or satellite dishes - painting or otherwise altering the external facade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
3. All requests for alterations should be forwarded to the strata manager for consideration by the ExCom. In the case of tenants, requests should first be submitted to the managing real estate agent.
4. Approval is unlikely to be given to any alterations, whether temporary or permanent, that will affect the privacy or amenity of another resident or that is not in keeping with the general appearance or safety requirements of the complex.
5. Unit front (numbered) doors are fire rated. Deadbolts and peepholes are not permitted to be installed to the front doors of the unit unless they are confirmed by the manufacturer as being fire rated.
6. Security screen doors are not permitted.

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10. Safety and Security

We aim to protect the safety of all residents.

1. Security is provided through security access remotes, passes and keys.
2. Residents may purchase a limited number of additional security remotes, passes and keys from the managing agent. All additional security remotes, passes and keys must be formally requested in writing by the owners of the unit or their authorised agent. A register of security remotes, passes and keys is kept and an owner or resident may be required to provide a written explanation as to why additional security remotes, passes and keys are required and their request may be denied by the Executive Committee.
3. All faults with the security system and/or individual resident's access remotes and passes should be reported to the managing agent.
4. In the interest of maintaining the security of Manhattan, all residents must ensure that all doors are closed firmly after entering or leaving the building.
5. Unknown or unauthorized persons must not be admitted to the building. Hawkers are not permitted within the Manhattan complex and residents must not allow them access into the building.
6. Residents must immediately report any lost or stolen security access remotes, passes and keys to the building manager and the managing agent.
7. Residents acknowledge and accept that their movements, in and out of and within the building may be monitored, recorded and referred to.
8. Monitoring may be undertaken by, but not limited to, physical observation, CCTV, access and egress electronic logs and other manual or electronic recording devices.
9. The OC is unable to provide after hour's access to residents if they are locked out of the building. For these circumstances, residents should make alternate arrangements, for example, leaving an additional set of access remotes, passes and keys with a trusted friend or relative.
10. Any arrangements made with, or costs incurred from, a locksmith are the sole responsibility of the resident.
11. Residents must not overload the weight bearing capacity and design limits of their balconies and are reminded that it is DANGEROUS to do so.
    a. Design Live Load Applicable to all Balconies = 2.5KPa/m2 or 250kg/m2
    b. Design Dead Load Applicable to all Balconies = 0.5KPa/m2 or 50kg/m2
12. Portable items such as blow up pools and portable spa baths are strictly forbidden from any balcony area within Manhattan.
13. Residents are not to place large items such as bicycles, pot plants, fire pits and statues on their balcony.
14. Any pot plant, furniture or decorative item etic placed on the balcony areas must not exceed 50kg in total and if numerous pot plants or decorative items are present then they are to be placed at no more than one item per square metre.
    a. Limiting pot plants and decorative items to this size and floor limit helps ensure that in the event of large gatherings where numerous people may occupy the balcony at any one time the safe load limits are not exceeded.
    b. Typically, a 45lt plastic pot plant (420 mm diameter by 350 mm high) with a standard growing medium and plant weighs approximately 50kg.
15. Exceeding this recommended 50kg per square metre limit has the potential to exceed the safe load limits applicable to the balconies.
16. Residents that overload, or appear to overload, or keep inappropriate items on their balconies will be required by the ExCom to remove all or some of the items (as specified by the ExCom) from the balcony within 24 hours. If a resident does not comply with this request, the ExCom is authorized to enter the residents unit to remove those items from the balcony.

11. **Evacuation from the Building in an Emergency**

1. Emergency exit signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarize themselves with the location of their nearest emergency exit and equipment.
2. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your remotes, passes and keys with you to enable you to re-enter the building when you are advised it is safe to do by ACT F&R.
3. In the event of an emergency evacuation, it is not safe to use the lifts and residents should only use the nearest fire stairs to exit the building.
4. The ExCom has authorized all ACT Emergency Services to access the building at any time.

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12. **Pool, Spa and Barbeque Areas**

1. Pool & Spa hours are strictly between 6:00 am and 10:00 pm daily.
2. The barbeque area hours are strictly between 7:00 am and 10:00 pm daily.
3. Facilities must be left clean and tidy after use. Residents must scrape the barbeque plate and grill and wipe down the bench areas after each use.
4. Alcohol is NOT permitted in these areas.
5. Glass items or smoking is NOT permitted in these areas.
6. Residents use the facilities at their own risk. The OC does not accept any liability for bodily injury or loss of property arising from the use of these facilities.
7. Guests must be accompanied by the unit resident at all times.
8. Children must be supervised by a parent or guardian at all times.
   a. Children use Manhattan facilities at their parent or guardian's risk.
   b. There is no lifeguard service provided at the pool.
9. Residents must ensure that the pool gates are always closed.
10. No pets are permitted within or around the swimming pool or spa at any time.
11. Residents may not claim sole or exclusive use of the spa – it is a shared facility. If there are others waiting to use the spa please limit your use to one timed cycle.
12. Use of these facilities is not to disturb other residents and noise must be kept to a minimum at all times. All noise must cease at 10:00 pm.
13. Residents must dry off completely before they re-enter the building.
14. Non-resident car park users are not entitled to use Manhattan building facilities.
15. Resident are required to act responsibly when using the facilities and report any faults to the building manager and managing agent.
16. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that dominates or controls the space and deters other residents from rightfully using these facilities.
17. Shouting, playing games, loud and drunken or boisterous behaviors are not permitted. Consistent offenders may be suspended from using the facilities or face the loss of their tenancy agreement.
18. Residents must follow all reasonable directions given by security personnel and ExCom members.
19. The pool deck and other areas of Manhattan are under constant CCTV surveillance.

13. **Gym**

1. Residents use the facilities at their own risk. The OC does not accept any liability for bodily injury or loss of property arising from the use of these facilities.
2. Guests must be accompanied by the unit resident at all times.
3. Children must be supervised by a parent or guardian at all times.
   a. Children use Manhattan facilities at their parent or guardian's risk.
4. No glass items, alcohol or smoking is permitted in this area.
5. Facilities must be left clean and tidy after use
6. No pets are permitted within the gym at any time.
7. Use of these facilities is not to disturb other residents and noise must be kept to a minimum at all times. All noise must cease at 10:00 pm.
8. Do not drop weights onto the floor, as this will disturb nearby residents and damage the flooring. Weights are not to be removed from the gym.
9. Non-resident car park users are not entitled to use Manhattan building facilities.
10. Use of the facilities is shared and all residents have equal rights to use them. Residents must not behave in such a way that dominates or controls the space and deters other residents from rightfully using these facilities.
11. Shouting, playing games, loud and drunken or boisterous behaviors are not permitted. Consistent offenders may be suspended from using the facilities or face the loss of their tenancy agreement.
12. The gym, and other areas of Manhattan, are under constant CCTV surveillance.

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14. **Real Estate Signs**

1. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the ExCom.
2. Signs including real estate 'For Sale' and 'To Let/Lease' signs are not permitted to be erected on the common property unless permission is given by the ExCom.
3. Under no circumstances are real estate signs to be erected in the perimeter garden or lawn area.
4. Rectification of any damage caused because of the erection of real estate signs, will be the responsibility of the owner of the unit advertised for sale or lease.
5. Any previously approved real estate signs are to be removed immediately upon sale or lease of the property and are not to remain erected with the 'Sold' or 'Leased' stickers affixed.

15. **General**

1. It is the residents responsibility to secure balcony furniture and other items (such as furniture covers) to avoid items becoming displaced in high winds.
2. The OC does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the garages or from individual units or storage cages.
3. Storage cages are to be locked at all times.
4. N.B. The garages, including individual storage cages, are designated 'wet areas'. The OC does not accept responsibility for damage to any property because of water.
5. If a resident intends to clean their balcony or balcony glass, they must use minimal water and cleaning products. Balconies may only be cleaned between 10:00 am and 4:00 pm and residents must advise their immediate neighbours and the resident one and two floors directly below them.
6. Residents are responsible for any damage to the body corporate premises by their guests and visitors and for any annoyance caused by them to other residents.
7. For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, and access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
8. Residents are not to store anything on top of storage cages as this can, among other things, create a fire hazard. For the safety of all, fuel, dangerous goods or flammables must not be stored in storage cages.
9. Shopping trolleys are not to be brought into the building, or left on common property areas, or on the surrounding garden/grassed areas at the complex. See - Shopping Trolley Litter Act 2004.
10. Residents shall co-operate with any professional, worker or tradesperson employed by the OC to maintain, repair or replace common areas or any part of the building, while in the performance of their duties.
11. N.B. From time-to-time and after the appropriate written notice, which includes the reason access is required and allows notice as per legal requirement i.e. 7 days, unfettered access may be required to individual units in the performance of duties being undertaken as outlined above. This includes, but is not limited to defect rectification and cladding removal and replacement.
12. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.
13. Residents are not to sit or climb on the garden, sculpture in the forecourt, or the skylight on the pool deck.
14. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the garages. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
15. The use of barbeques, fire pits or chimeneas, of any description, on balconies is not permitted.
16. Birds or any other animals are not to be fed from the balconies.
17. Fire doors (including numbered front doors) must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in the case of an emergency. This is a requirement under law, and corporate and personal fines will be issued by ACT F&R for non-compliance.
18. Letterboxes must be emptied of all junk mail on a regular basis by residents. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.
19. Letterboxes must remain locked at all times.
20. Only the standard approved 'NO JUNK MAIL' stickers and substitute letterbox locks are permitted to

Manhattan
ON THE PARK

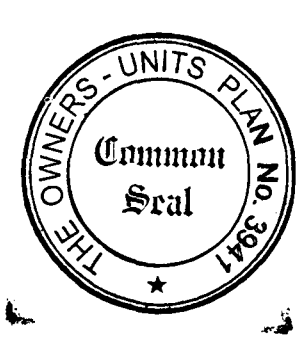
THE OWNERS - UNITS PLAN NO. 3947
Common Seal

be installed on individual mailboxes. Please contact the building manager for information about the approved stickers and locks. Unapproved stickers or locks will be removed from mailboxes without notice.

21. Residents must NOT ride bicycles, rollerblades, skateboards etc., within the building perimeters.
22. Graffiti or notice posting of any description is not permitted on any area of the complex. Any breach of this rule should be documented and a report lodged with the building manager and the managing agent immediately. Residents will be responsible for the cost of removing any graffiti or notices that they have placed on the building.
23. Christmas lights are permitted to be installed on individual balconies, on the following conditions:
    a. Lights must be installed no earlier than 1 December and must be removed no later than 1 January of the following year.
    b. Lights must not be permanently affixed in any way.
    c. Flashing lights are not permitted between the hours of 10:00pm and 06:00am.
24. Under no circumstances are sandwich boards or other advertising material permitted on common property, with the exception of previously approved real estate signs denoting the location of properties for immediate sale or lease within Manhattan, which may only remain there while the unit is actually open for inspection.
25. A unit owner (whether resident or absent) must promptly attend to any maintenance issues brought to their attention and ensure that they, or their authorized representative, maintain their unit, and all related services, fixtures and fittings, in a reasonable condition so that it does not adversely affect other residents or the building as a whole.
26. A unit owner must ensure that their payment of levies and other contributions are met as and when they fall due. Interest and fees will be charged on any overdue levies or contributions.
27. A resident must not use their unit for illegal activities, or for the storage of dangerous materials.
28. In order to protect the lift (elevator) appearance, when a resident wishes to move into or out of Manhattan they must request and use, a lift lock key and lift blankets from the building manager, by providing the building manager with at least 48 hours' notice prior to their moving day. Real estate agents are to advise any prospective owners or tenants of this requirement.
29. In the event of an emergency (for, example only, water flooding or falling glass) an ExCom member may enter a unit without prior advice to the resident. The ExCom has authorized ACT Emergency Services to access the building at any time.
30. If entry is otherwise required, for example if a resident allows a unit to be become unhealthy or badly maintained, the ExCom will pass a resolution providing the resident with 7 days written notice of its intention to enter the unit, and the reason why.
31. It is in the interest of all residents to minimize maintenance and repair costs, as these costs are shared by us all in the form of higher levies, fees, other costs or rents. Poor maintenance and/or excessive costs can detract from the enjoyment and value of living in Manhattan.
32. These rules are made and amended under the Unit Titles (Management) Act 2011. If a resident fails to adhere to these rules, the ExCom may issue a Rules Infringement Notice (RIN). If a unit owner or resident does not comply with a RIN, then the matter can be referred to the ACT Civil and Administrative Tribunal for an order.
    a. See - Unit Titles (Management) Act 2011 and www.acat.act.gov.au/.
33. The ExCom represents all unit owners equally. It welcomes your input and feedback and prides itself on its transparency, inclusivity and the democratic process. However, it cannot provide individual services, preference or legal advice to residents. Please do not hesitate to contact your ExCom.

Residents are required to abide by these rules, consider others living at the development and to help maintain the appearance and value of the complex.

Manhattan
OF THE PARK



Strata Manager

The Strata Manager (Managing Agent) is Raine & Horne Strata

Office address:	**2 Kennedy Street**
	Kingston ACT 2604
Postal address:	**PO Box 3537**
	Manuka ACT 2603
Telephone:	**02 6209 1515**
Email:	**reception@rhcfact.com.au**
Emergency after hours:	**02 6295 6888**

Links to external websites

Where this document provides links to external websites, those links are provided for the reader's convenience and do not constitute endorsement of the material on those sites, or any associated organization, product or service.

Manhattan House Rules

These house rules remain the property of the Manhattan Executive Committee and they must not be copied, distributed or used for any other purpose. These rules may be amended from time to time, please ensure that you refer to the current version.

3172168

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate

APPLICATION TO REGISTER A COURT ORDER OR A CHARGE

Form 023 - CCH

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	**Email Address**	**Customer Reference Number**	**Contact Telephone Number**
ACT Land Titles	actlandtitles@act.gov.au		

TITLE AND LAND DETAILS				
Volume & Folio	**District/Division**	**Section**	**Block**	**Unit**
2104/90	City	52 & 108	1 & 1	

FULL NAME OF REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)

The Owners of Unit Plan 3941 - Raine & Horne Strata PO Box 3537 Manuka 2603

APPLICANT / CHARGEE FULL NAME AND ADDRESS (Surname Last) (ACN required for all companies)	**COURT ORDER NUMBER OR NATURE OF CHARGE**
	UT 3/2022

CERTIFICATION **Delete the inapplicable*

Applicant

~~*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.~~
~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~
*The Certifier has retained the evidence to support this Registry Instrument or Document.
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Jack Shaw Deputy Registrar General

Tayla Summerell Deputy Registrar General

on behalf of the Applicant

OFFICE USE ONLY			
Lodged by		Registered date / by	28/06/2022
Data entered by		Attachments/Annexures	

Approved form AF2020-62 approved by Fred Arugay Deputy Registrar-General on 01/07/2020 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2020-28
Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

ACT CIVIL AND ADMINISTRATIVE TRIBUNAL

Our Ref: UT 3/2022

David Spedding
d.spedding@bigpond.com

The Owners - Units Plan 3941
C/- MinterEllison
geoff.shaw@minterellison.com
Cc: drew.buckley@minterellison.com

Tracey Blunt
traceyblunt.ec@gmail.com

Grady Strata & Facilities Pty Ltd ACN 609 045 061
C/- Michael Grady
michael.grady@gradystrata.com.au

Dear Sir/Madam

RE: David Spedding v The Owners - Units Plan 3941

Please find enclosed Orders made by the Tribunal.

If you have any queries please contact this office on (02) 6207 1740.

Yours faithfully

AUSTRALIAN CAPITAL TERRITORY CIVIL & ADMINISTRATIVE TRIBUNAL

Deputy Registrar
22 June 2022

GPO Box 370
Canberra City ACT 2601

Telephone: (02) 6207 1740
Facsimile: (02) 6205 4855
Email: tribunal@act.gov.au

IN THE AUSTRALIAN CAPITAL TERRITORY
CIVIL AND ADMINISTRATIVE TRIBUNAL

UT 3/2022

David Spedding Applicant

and

The Owners - Units Plan 3941 Respondent

Tribunal: **Senior Member M Orlov**

Date of Order: **22 June 2022**



ORDER

The Tribunal orders that:

1. Tracey Blunt is joined as a party to the application (first party joined) for the limited purpose of considering any consequential orders the Tribunal should make under section 129 of the Unit Titles (Management) Act 2011 as a result of the orders made on 10 June 2022.

2. Grady Strata and Facilities Pty Ltd is joined as a party to the application (second party joined) for the limited purpose of considering any consequential orders the Tribunal should make under section 129 of the Unit Titles (Management) Act 2011 as a result of the orders made on 10 June 2022.

3. Pursuant to section 129(1)(k) of the Unit Titles (Management) Act 2011, Jonathon Colbran of RSM Australia Pty Ltd is appointed as administrator of The Owners - Units Plan No 3941 (the administrator) to exercise all of the functions of the owners corporation and the executive committee, including to do everything reasonably necessary to hold an annual general meeting of the owners corporation as soon as reasonably possible, considering:

   (a) the effect of paragraph 2 of the Tribunal's orders made on 10 June 2022;

   (b) the requirements of section 3.7(3)(a) and (b) of schedule 3 of the Unit Titles (Management) Act 2011;

   (c) whether, in the opinion of the administrator –

      (i) any issue raised by the applicant in his amended application filed on 31 March 2021 requires a decision to be made, or is a relevant to a decision to be made, at the annual general meeting;

(ii) anything done since 16 December 2021 in the purported exercise of the functions of the newly elected executive committee or the newly appointed strata manager requires a decision to be made at the annual general meeting to ratify what was done; and

(d) any matters arising out of the general meeting held on 15 February 2022.

4. The appointment of the administrator under paragraph 3 ends on the day a decision to elect a new executive committee made at the next annual general meeting takes effect.

5. The administrator is appointed on the terms as to remuneration contained in the letter from RSM Australia Pty Ltd to the applicant dated 21 June 2022 under the heading 'Proposed Remuneration Method' and in Annexure C.

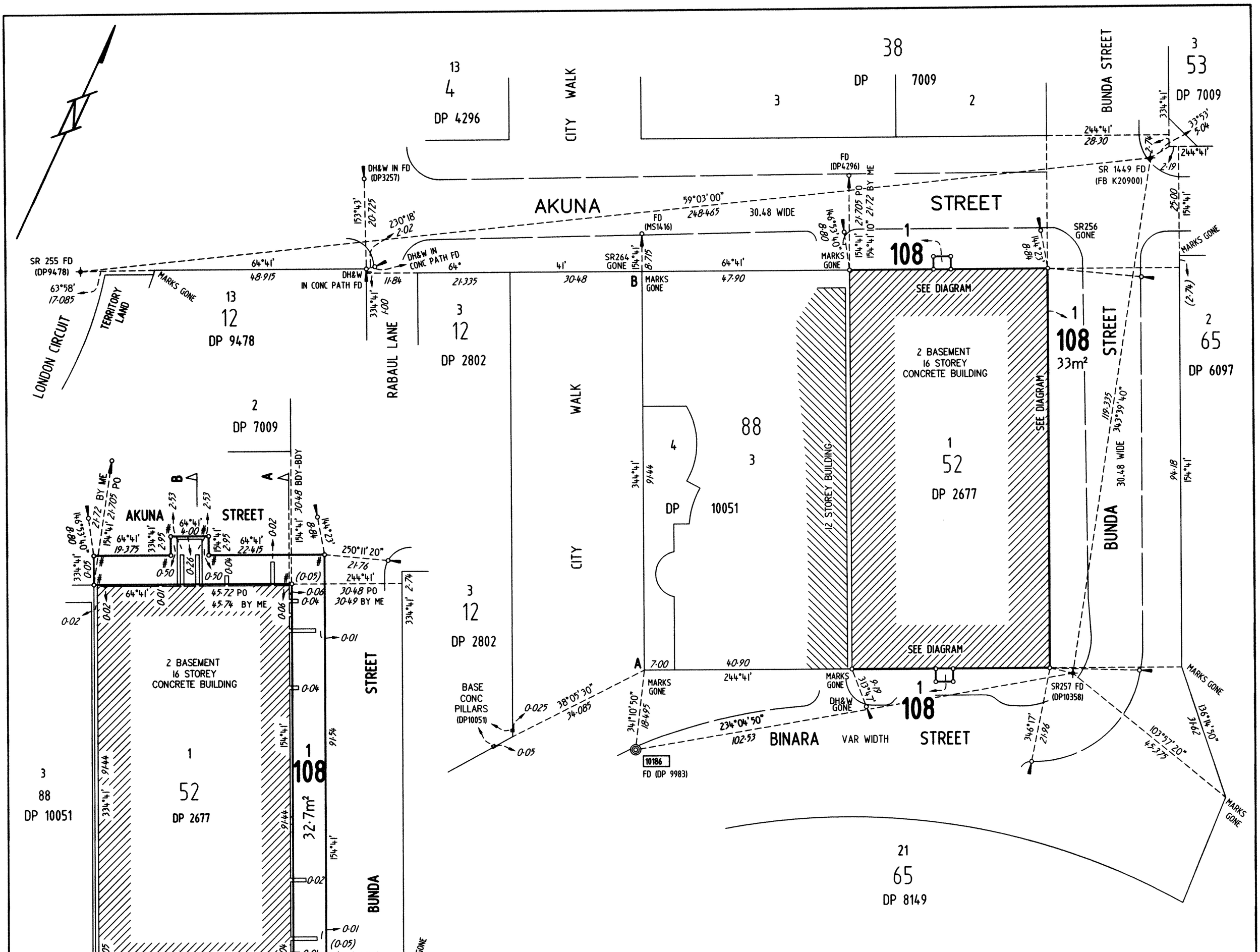
6. The applicant must give notice of these orders to the administrator by 5.00 pm on 22 June 2022.

7. The second party joined must give notice of these orders and the orders made on 10 June 2022 to all members of the owners corporation by 5.00 pm on 24 June 2022.

8. The Registrar must give notice of the appointment of the administrator to the registrar-general.



Senior Member M Orlov



NOTES

REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM. ORIGIN OF LEVELS SR 1449 RL 563.187 AND CRM 10186 RL 260.728

BLOCK 1 SECTION 108 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 617.00 AND LIMITED IN DEPTH TO RL 569.80.

# DENOTES CORNER NOT MARKED PURSUANT TO REQUEST FOR EXEMPTION

REFERENCE MARKS

- ~~Denotes GIP in road 1.83 radially from TP~~
- ~~Denotes CB in road 1.83 radially from TP~~
- Denotes PLAQUE IN KERB
- Denotes DEEP DRIVEN ROD
- Denotes DH&W IN KERB (Except as otherwise shown)
- ~~Denotes DH in Paver~~ (Except as otherwise shown)

NOTE

All Easements are 2.5 metres wide (Except as otherwise shown)

Azimuth: A–B (Strom)

Field Books:

Surveyor's Ref : 09067.09

I, DAVID AMBROSE STONE
of LANDdata SURVEYS Pty Ltd CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 08 March 2013.

(Signature) 18/04/13

Surveyor registered under the Surveyors Act 2007.

I certify that this plan is the plan prepared in accordance with the Districts Act 2002

R. Harman 18.04.2013
for Surveyor–General of the ACT

PLAN OF BLOCK 1 SECTION 108

DIVISION: CITY

DISTRICT: CANBERRA CENTRAL

AUSTRALIAN CAPITAL TERRITORY

SCALE 1:600

0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the Twenty Sixth day of April 2013 at — minutes past two o'clock in the after noon

Approved

Brett Phillips
Registrar-General

Registrar of Titles

DEPOSITED PLAN

11098

*GL

X20383

PETRIE ST. D.H.&W. fd.

DP 489
14

51
DP 934

NOT TO SCALE

'A' (200 WIDE) To CB 42 Civic Hill — DH&W fd. on Radial — AINSLIE RADIAL (80 WIDE) 64° 41' — AV. (80 WIDE) — DH&W. on top Kb fd. — (200 WIDE) TO CB 83 'B'

41'

13
DP 1405
DP 2144

ST. 334° 41' (100 WIDE) 450·00

38

154° ST. (100 WIDE)

NOT TO SCALE

NOT TO SCALE

154° 41 ST. (100 WIDE) 450·00

DH&W fd — NOT TO SCALE 299·99 — 100 — (31·02) DH&W Fd.

64° 41'

(31·02) 154° 41' DH to BL 100

AKUNA 64° 41'

154° 41' 29·20 DH&W in Conc. Dish.

DH&W in Conc Dish 29·03 154° 36' 10"

(100 WIDE) ST. 64° 41'

154° 41'

NOT TO SCALE

D.H.&W. on top Kb. fd.

12
DP 1869

ALLARA 334° 41'

157·16 — 150

154° 41' 6' fr. G.I.P.

154° 41' 6' fr. G.I.P.

1

334° 41' 300 1a. 0r. 5¼p. 300

52

BUNDA 154° 41'

BALLUMBIR

150

244° — 41'

334° 41' 6' fr. G.I.P.

334° 41' 6' fr. G.I.P.

REFERENCE MARKS

Denotes G.I.P. in road ~~6 radially from T.P.~~

~~" C.B. " " 6 " " T.P.~~

(Except as otherwise shown)

Azimuth A-B (Strom)

I, WILLIAM MORRIS TWEEDIE of CANBERRA a surveyor registered under the Surveyors Ordinance 1967-1970 hereby certify that the survey represented on this plan is accurate and has been made (1) ~~by me~~ (2) under my immediate supervision in accordance with Survey Practice Directions 1970 and was completed on 15TH JANUARY 1970

(Signature) W.M. Tweedie

Surveyor registered under the Surveyors Ordinance 1967-1970.

I certify that this plan is the plan prepared in accordance with Section 6 of the Districts Ordinance 1966-1967.

11.5.71 Commonwealth Surveyor-General

PLAN OF
BLOCK 1 SECTION 52

DIVISION: CITY

DISTRICT: CANBERRA CITY

AUSTRALIAN CAPITAL TERRITORY

Feet 100 0 SCALE 200 300 Feet

Field Books: K2812

T.L. 70/1029

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the twentieth day of May 1971 at fifty minutes past eleven o'clock in the fore noon

Approved

Registrar of Titles.

DEPOSITED PLAN
2677

Form 1A

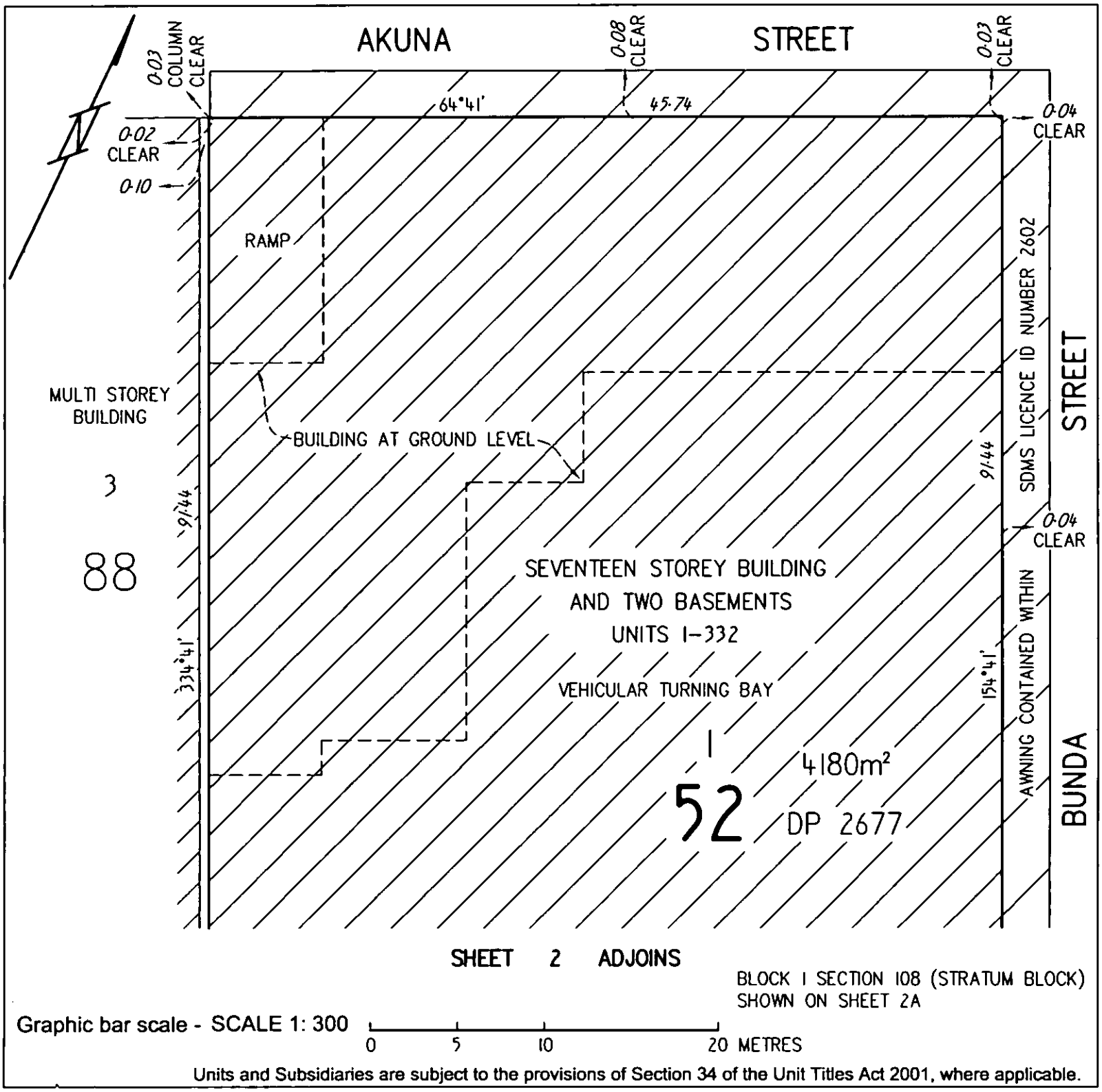
Sheet No. 1 of 101

Form 088 - SP

LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
CITY	52 108	1	A	3941



BLOCK 1 SECTION 108 (STRATUM BLOCK)
SHOWN ON SHEET 2A

Graphic bar scale - SCALE 1: 300

0 5 10 20 METRES

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

38 AKUNA PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO- 0138771 Registered Proprietor	23/8/13 Registered Surveyor	Sharon Harmer Sharon Harmer Delegate of the ACT Planning and Land Authority

Approved form AF 2010-179 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-29

Authorised by the ACT Parliamentary Counsel - also accessable at www.legislation.act.gov.au

XUP 20468

Form 1A

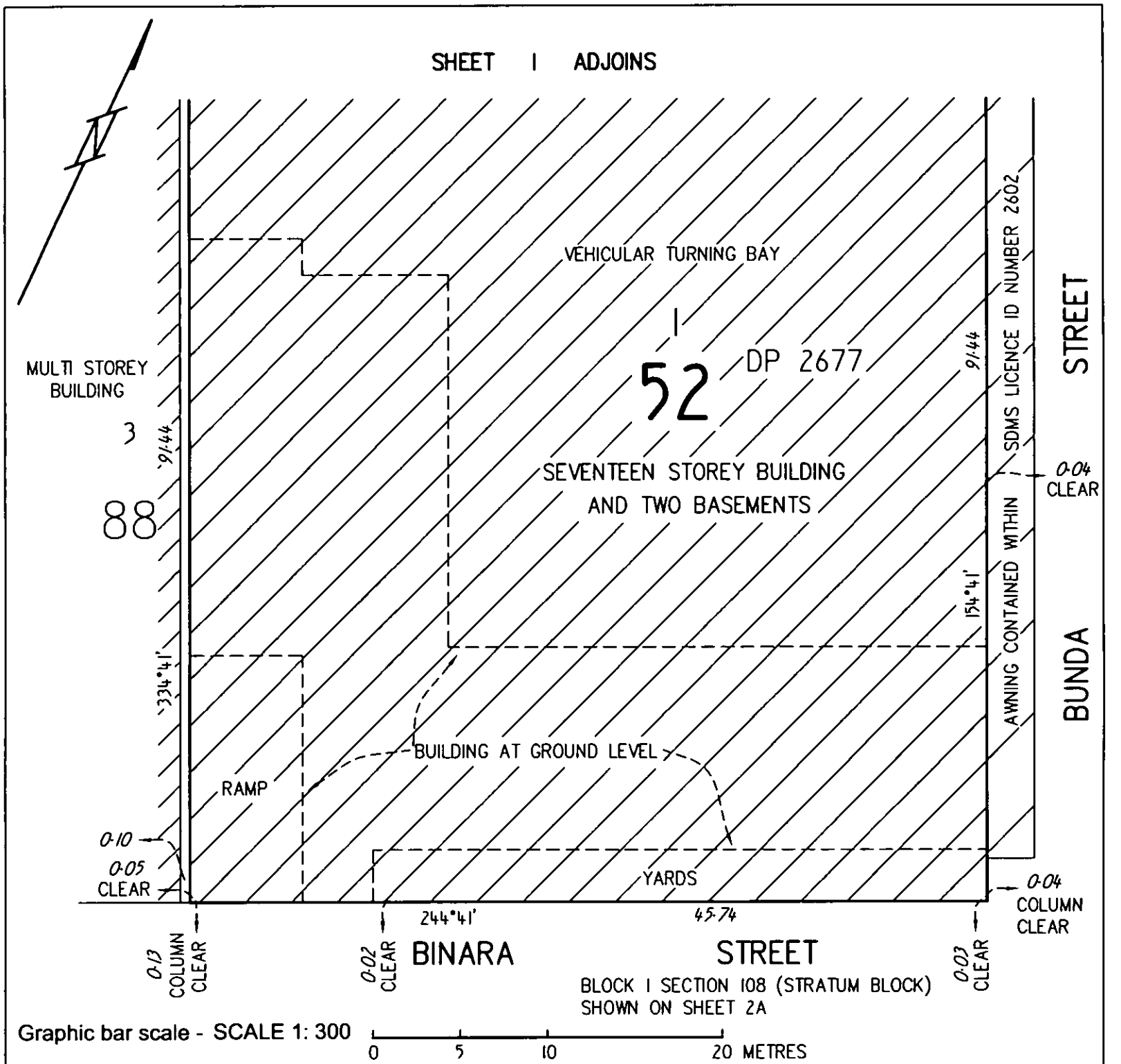
Sheet No. 2 of 101

Form 088 - SP

LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
CITY	52 108	1 1	A	3941



Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

38 AKUNA PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO- 0138771 Registered Proprietor	23/8/13 Registered Surveyor	Sharon Harmer Delegate of the ACT Planning and Land Authority

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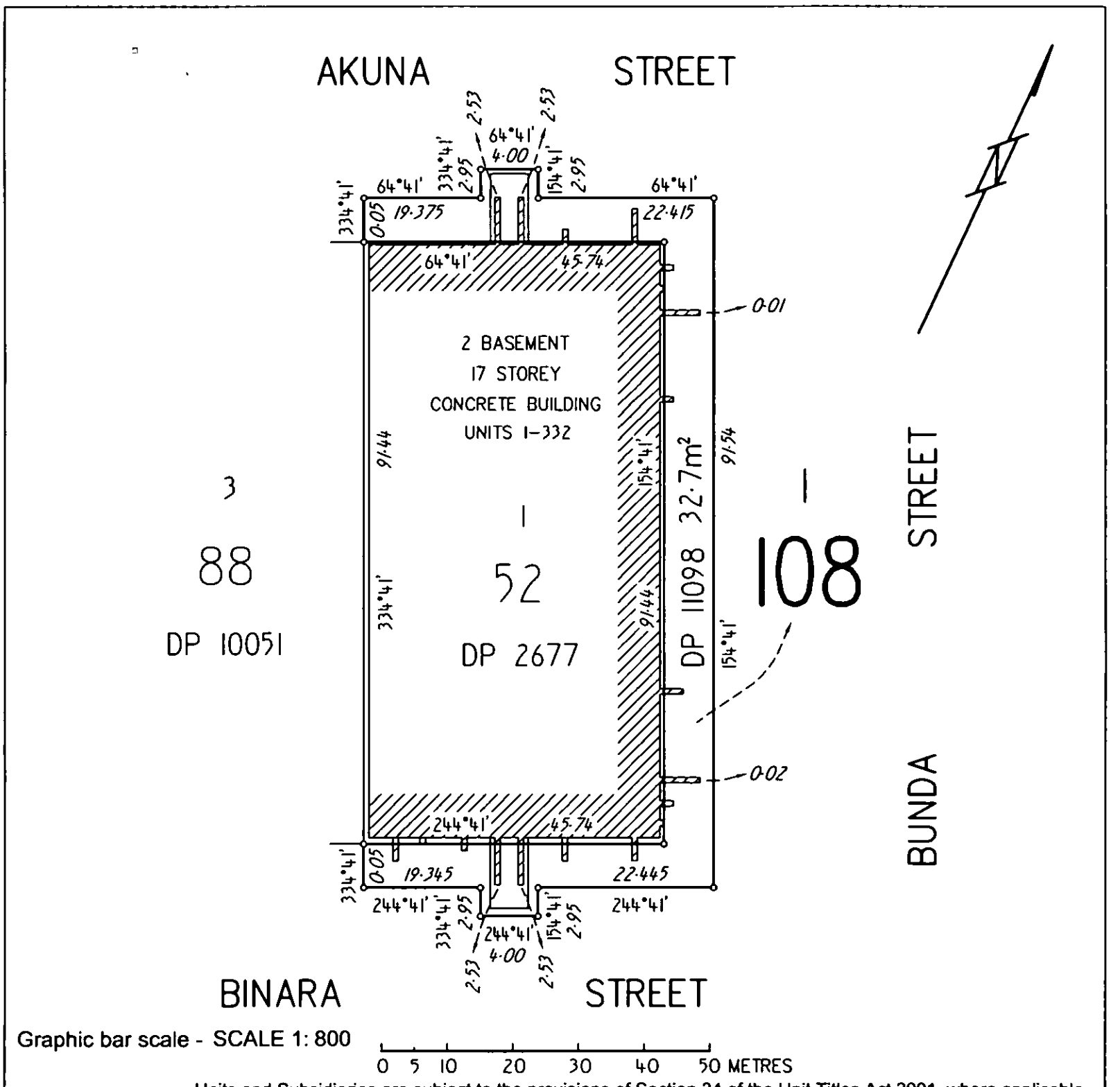
Authorised by the ACT Parliamentary Counsel - also accessable at www.legislation.act.gov.au

Form 088 - SP

LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
CITY	52 108	1 1	A	3941



Graphic bar scale - SCALE 1: 800

0 5 10 20 30 40 50 METRES

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

38 AKUNA PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO- 0138771 0 Registered Proprietor	8/8/13 Registered Surveyor	Sharon Harmer Delegate of the ACT Planning and Land Authority

Approved form AF 2010-179 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-29

Authorised by the ACT Parliamentary Counsel - also accessable at www.legislation.act.gov.au

ACT Government
Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS

Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2097 : 21	CITY	52 & 108	1 & 1	2677 & 11098	3941

NAME OF MANAGER / OWNERS CORPORATION

INDEPENDENT BODY CORPORATE (SERVICES) PTY LIMITED

ADDRESS FOR SERVICE OF NOTICE

91 NORTHBOURNE AVENUE, TURNER ACT 2612

SURVEYOR'S DECLARATION

I, STEPHEN JOHN NOAKES of LANDdata SURVEYS PTY LIMITED

A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me ~~/ under my immediate supervision~~ (delete whichever is not applicable) and was completed on (insert date) – 7 AUGUST 2013

2. The survey is in accordance with the following Acts:
   - *Unit Titles Act 2001;*
   - *Land Titles (Unit Titles) Act 1970;*
   - *Land Titles Act 1925*; and,
   - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY – 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE *UNIT TITLES ACT 2001*.

~~3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.~~

OR

3 (a), (b), (c)

a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;
b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

Signature of Registered Surveyor	Dated
	8/8/2013

APPROVED UNDER THE *UNIT TITLES ACT 2001*,

AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

Delegate of the Authority / Executive	Dated
Sharon Harmer	2 - September - 2013

OFFICE USE ONLY

LODGED BY		REGISTERED BY	lo
EXAMINED BY		REGISTRATION DATE	- 4 SEP 2013
DATA ENTERED BY			

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 4 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	44	3	2104	91
2	36	3	2104	92
3	68	4	2104	93
4	57	3	2104	94
5	38	3	2104	95
6	39	3	2104	96
7	52	3	2104	97
8	52	3	2104	98
9	39	3	2104	99
10	38	3	2104	100
11	57	3	2105	1
12	63	4	2105	2
13	36	3	2105	3
14	50	3	2105	4
15	26	3	2105	5
16	26	3	2105	6
17	34	3	2105	7
18	26	3	2105	8
19	38	3	2105	9
20	36	3	2105	10
21	37	3	2105	11
22	26	3	2105	12
23	33	3	2105	13
24	33	3	2105	14
25	26	3	2105	15
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

o .....
Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
2104	90

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Second this day of September 2013

Sharon Harmer
Delegate of the Authority/Executive

Brett Phillips
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 5 of 161 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 &108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	27	3	2105	16
27	27	3	2105	17
28	26	3	2105	18
29	33	3	2105	19
30	33	3	2105	20
31	26	3	2105	21
32	37	3	2105	22
33	36	3	2105	23
34	38	3	2105	24
35	26	3	2105	25
36	34	3	2105	26
37	34	3	2105	27
38	26	3	2105	28
39	26	3	2105	29
40	26	3	2105	30
41	33	3	2109	31
42	26	3	2105	32
43	37	3	2109	33
44	36	3	2109	34
45	36	3	2105	35
46	25	3	2105	36
47	33	3	2105	37
48	33	3	2105	38
49	26	3	2105	39
50	26	3	2105	40
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

6 .....
Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
2104	90

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Second this day of September 2013

.....
Sharon Harmer
Delegate of the Authority/Executive

Brett Phillips
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 6 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	26	3	2105	41
52	26	3	2105	42
53	33	3	2105	43
54	33	3	2105	44
55	25	3	2105	45
56	36	3	2105	46
57	36	3	2105	47
58	37	3	2105	48
59	26	3	2105	49
60	33	3	2105	50
61	33	3	2105	51
62	26	3	2105	52
63	25	3	2105	53
64	25	3	2105	54
65	33	3	2105	55
66	26	3	2105	56
67	37	3	2105	57
68	35	3	2105	58
69	36	3	2105	59
70	25	3	2105	60
71	32	3	2105	61
72	32	3	2105	62
73	26	3	2105	63
74	26	3	2105	64
75	26	3	2105	65
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

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Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Second this day of September 2013

Sharon Harmer

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Sharon Harmer
Delegate of the Authority/Executive

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Volume	Folio
2104	90

Brett Phillips
Registrar-General

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Deputy Registrar-General

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Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 7 of 10 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	26	3	2105	do.
77	32	3	2105	67
78	32	3	2105	68
79	25	3	2105	69
80	36	3	2105	70
81	35	3	2105	71
82	37	3	2105	72
83	26	3	2105	73
84	33	3	2105	74
85	33	4	2105	75
86	26	3	2105	76
87	25	3	2105	77
88	25	3	2105	78
89	33	3	2105	79
90	25	3	2105	80
91	37	3	2105	81
92	35	3	2105	82
93	36	3	2105	83
94	25	3	2105	84
95	32	3	2105	85
96	32	3	2105	86
97	25	3	2105	87
98	26	3	2105	88
99	26	3	2105	89
100	25	3	2105	90
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

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Signature of Lessee

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2104	90

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Delegate of the Authority/Executive

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Registrar-General
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Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 8 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	32	3	2105	91
102	32	3	2105	92
103	25	3	2105	93
104	36	3	2105	94
105	35	3	2105	95
106	37	3	2105	96
107	25	3	2105	97
108	33	3	2105	98
109	32	3	2105	99
110	25	3	2105	100
111	25	3	2106	1
112	25	3	2106	2
113	32	3	2106	3
114	25	3	2106	4
115	37	3	2106	5
116	34	3	2106	6
117	35	3	2106	7
118	25	3	2106	8
119	31	3	2106	9
120	32	3	2106	10
121	25	3	2106	11
122	26	3	2106	12
123	26	3	2106	13
124	25	3	2106	14
125	32	3	2106	15
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

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Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 9 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	31	3	2106	16
127	25	3	2106	17
128	35	3	2106	18
129	34	3	2106	19
130	37	3	2106	20
131	25	3	2106	21
132	32	3	2106	22
133	32	3	2106	23
134	25	3	2106	24
135	25	3	2106	25
136	25	3	2106	26
137	32	3	2106	27
138	25	3	2106	28
139	36	3	2106	29
140	34	3	2106	30
141	35	3	2106	31
142	25	3	2106	32
143	31	3	2106	33
144	31	3	2106	34
145	25	3	2106	35
146	25	3	2106	36
147	25	3	2106	37
148	25	3	2106	38
149	31	3	2106	39
150	31	3	2106	40
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

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Signature of Lessee

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Volume	Folio
2104	90

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Registrar-General

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Deputy Registrar-General

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 10 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 &108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	25	3	2106	41
152	35	3	2106	42
153	34	3	2106	43
154	36	3	2106	44
155	25	3	2106	45
156	32	3	2106	46
157	32	3	2106	47
158	25	3	2106	48
159	25	3	2106	49
160	25	3	2106	50
161	32	3	2106	51
162	25	3	2106	52
163	36	3	2106	53
164	34	3	2106	54
165	35	3	2106	55
166	24	3	2106	56
167	31	3	2106	57
168	31	3	2106	58
169	25	3	2106	59
170	25	3	2106	60
171	25	3	2106	61
172	25	3	2106	62
173	31	3	2106	63
174	31	4	2106	64
175	24	3	2106	65
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

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Signature of Lessee

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Volume	Folio
2104	90

Column 1 above is the schedule of unit entitlement approved for the subdivision.

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Delegate of the Authority/Executive

Brett Phillips
Registrar-General
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Deputy Registrar-General

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 11 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	35	3	2106	66
177	34	3	2106	67
178	36	3	2106	68
179	25	3	2106	69
180	32	3	2106	70
181	31	3	2106	71
182	25	3	2106	72
183	25	3	2106	73
184	25	3	2106	74
185	32	3	2106	75
186	25	3	2106	76
187	36	3	2106	77
188	34	3	2106	78
189	35	3	2106	79
190	24	3	2106	80
191	31	3	2106	81
192	31	3	2106	82
193	24	3	2106	83
194	25	3	2106	84
195	25	3	2106	85
196	24	3	2106	86
197	31	3	2166	87
198	31	3	2106	88
199	24	3	2106	89
200	35	3	2106	90
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

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Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

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2104	90

Column 1 above is the schedule of unit entitlement approved for the subdivision.

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Sharon Harmer
Delegate of the Authority/Executive

Brett Phillips
Registrar-General

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Deputy Registrar-General

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 12 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	34	3	2106	91
202	36	3	2106	92
203	25	3	2106	93
204	32	3	2106	94
205	31	3	2106	95
206	25	3	2106	96
207	24	3	2106	97
208	24	3	2106	98
209	31	3	2106	99
210	24	3	2106	100
211	35	3	2107	1
212	33	3	2107	2
213	34	3	2107	3
214	24	3	2107	4
215	30	3	2107	5
216	30	3	2107	6
217	24	3	2107	7
218	25	3	2107	8
219	25	3	2107	9
220	24	3	2107	10
221	30	3	2107	11
222	30	3	2107	12
223	24	3	2107	13
224	34	3	2107	14
225	33	3	2107	15
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

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Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
2104	90

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Second this day of September 2013

Sharon Harmer

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Delegate of the Authority/Executive

Brett Phillips

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Registrar-General / Deputy Registrar-General

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 13 of 131 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	35	3	2107	16
227	24	3	2107	17
228	31	3	2107	18
229	31	3	2107	19
230	25	3	2107	20
231	24	3	2107	21
232	24	3	2107	22
233	31	3	2107	23
234	24	3	2107	24
235	35	3	2107	25
236	33	3	2107	26
237	34	3	2107	27
238	24	3	2107	28
239	30	3	2107	29
240	30	3	2107	30
241	24	3	2107	31
242	25	3	2107	32
243	25	3	2107	33
244	24	3	2107	34
245	30	3	2107	35
246	30	3	2107	36
247	24	3	2107	37
248	34	3	2107	38
249	33	3	2107	39
250	35	3	2107	40
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

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Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

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Brett Phillips
Registrar-General

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Deputy Registrar-General

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 14 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
251	24	3	2107	41
252	31	3	2107	42
253	31	3	2107	43
254	24	3	2107	44
255	24	3	2107	45
256	24	3	2107	46
257	31	3	2107	47
258	24	3	2107	48
259	35	3	2107	49
260	33	3	2107	50
261	34	3	2107	51
262	24	3	2107	52
263	30	3	2107	53
264	30	3	2107	54
265	24	3	2107	55
266	25	3	2107	56
267	25	3	2107	57
268	24	3	2107	58
269	30	3	2107	59
270	30	3	2107	60
271	24	3	2107	61
272	34	3	2107	62
273	33	3	2107	63
274	35	3	2107	64
275	24	3	2107	65
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

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Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
2104	90

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Deputy Registrar-General

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 15 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
276	31	3	2107	66
277	30	3	2107	67
278	24	3	2107	68
279	24	3	2107	69
280	24	3	2107	70
281	30	3	2107	71
282	24	3	2107	72
283	34	3	2107	73
284	32	3	2107	74
285	33	3	2107	75
286	23	3	2107	76
287	30	3	2107	77
288	30	3	2107	78
289	24	3	2107	79
290	24	3	2107	80
291	24	3	2107	81
292	24	3	2107	82
293	30	3	2107	83
294	30	3	2107	84
295	23	3	2107	85
296	33	3	2107	86
297	32	3	2107	87
298	34	3	2107	88
299	24	3	2107	89
300	30	3	2107	90
Aggregate				

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Signature of Lessee

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Deputy Registrar-General

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 16 of 101 Sheets

REPLACEMENT SHEET ISSUED
REFER CR 1912996
REGISTERED 28 APRIL 2014

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
301	30	3	2107	91
302	24	3	2107	92
303	25	3	2107	93
304	24	3	2107	94
305	30	3	2107	95
306	24	3	2107	96
307	34	3	2107	97
308	32	3	2107	98
309	33	3	2107	99
310	23	3	2107	100
311	29	3	2108	1
312	30	3	2108	2
313	30	3	2108	3
314	29	3	2108	4
315	23	3	2108	5
316	33	3	2108	6
317	32	3	2108	7
318	34	3	2108	8
319	24	3	2108	9
320	30	3	2108	10
321	30	3	2108	11
322	24	3	2108	12
323	41	3	2108	13
324	24	3	2108	14
325	24	3	2108	15
Aggregate				

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Signature of Lessee

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2104	90

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Registrar-General/Deputy Registrar-General

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 16 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
301	30	3	2107	91
302	24	3	2107	92
303	25	3	2107	93
304	24	3	2107	94
305	30	3	2107	95
306	24	3	2107	96
307	34	3	2107	97
308	32	3	2107	98
309	33	3	2107	99
310	23	3	2107	100
311	29	3	2108	1
312	30	4	2108	2
313	30	3	2108	3
314	29	3	2108	4
315	23	3	2108	5
316	33	3	2108	6
317	32	3	2108	7
318	34	3	2108	8
319	24	3	2108	9
320	30	3	2108	10
321	30	3	2108	11
322	24	3	2108	12
323	41	3	2108	13
324	24	3	2108	14
325	24	3	2108	15
Aggregate				

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

.....
Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
2104	90

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated seventh this day of April 2014

.....
Ivan Tankey
Delegate of the Authority/Executive

Brett Phillips
Registrar-General
.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 17 of 101 Sheets

REPLACEMENT SHEET ISSUED
REFER CR 1912996
REGISTERED 28 APRIL 2014

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CITY	52 & 108	1 & 1	3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
326	24	3	2108	16
327	21	4	2108	17
328	21	4	2108	18
329	24	3	2108	19
330	23	3	2108	20
331	50	2	2108	21
332	48	2	2108	22
Aggregate	10,000	1000		

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

.....
Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Second this day of September 2013

Sharon Harmer
.....
Delegate of the Authority/Executive

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
2104	90

Brett Phillips
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 17 of 101 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
CITY	52 & 108	1 & 1

Unit Plan No
3941

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
326	24	3	2108	16
327	21	4	2108	17
328	21	4	2108	18
329	24	3	2108	19
330	23	3	2108	20
331	50	2	2108	21
332	48	2	2108	22
Aggregate	10,000	1001		

38 Akuna Pty Limited by its attorney Alfonso del Rio pursuant to Attorney registration No. 0138771

.....
Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
2104	90

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Seventh this day of April 2014

Lyn Tankey
.....
Delegate of the Authority/Executive

Brett Phillips
Registrar-General
.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 3

Sheet No. 18 of 101

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
				YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
1	88	16th	1614					1	88	2	38	3	38	3
2	88	16th	1613					1	88	2	29	3	31	3
3	88	16th	1612					1, 2	88	3	38	4	38	4
4	88	16th	1611					1	88	2	38	3	41	3
5	88	16th	1610					1	88	2	39	3	41	3
6	88	16th	1609					1	88	2	38	3	41	3
7	88	16th	1608					1	88	2	39	3	41	3
8	87	16th	1607					1	87	2	39	3	41	3
9	87	16th	1606					1	87	2	39	3	41	3
10	87	16th	1605					1	87	2	38	3	41	3
11	87	16th	1604					1	87	2	39	3	41	3
12	87	16th	1603					1, 2	87	3	34	4	41	4
13	87	16th	1602					1	87	2	25	3	31	3
14	87	16th	1601					1	87	2	39	3	41	3
15	86	15th	1524					1	86	2	28	3	32	3
16	86	15th	1523					1	86	2	27	3	33	3
17	86	15th	1522					1	86	2	48	3	53	3
18	86	15th	1521					1	86	2	29	3	31	3
19	86	15th	1520					1	86	2	29	3	33	3
20	86	15th	1519					1	86	2	58	3	59	3
21	86	15th	1518					1	86	2	58	3	59	3
22	86	15th	1517					1	86	2	27	3	32	3
23	86	15th	1516					1	86	2	58	3	58	3
24	86	15th	1515					1	86	2	58	3	58	3
25	86	15th	1514					1	86	2	37	3	41	3
26	86	15th	1513					1	86	2	38	3	38	3
27	85	15th	1512					1	85	2	46	3	46	3
28	85	15th	1511					1	85	2	35	3	40	3
29	85	15th	1510					1	85	2	56	3	56	3
30	85	15th	1509					1	85	2	47	3	52	3
31	85	15th	1508					1	85	2	26	3	33	3
32	85	15th	1507					1	85	2	57	3	42	3
33	85	15th	1506					1	85	2	47	3	46	3
34	85	15th	1505					1	85	2	25	3	31	3
35	85	15th	1504					1	85	2	26	3	26	3
36	85	15th	1503					1	85	2	57	3	42	3
37	85	15th	1502					1	85	2	56	3	56	3
38	85	15th	1501					1	85	2	35	3	42	3
39	84	14th	1424					1	84	2	36	3	41	3
40	84	14th	1423					1	84	2	27	3	33	3
41	84	14th	1422					1	84	2	51	3	54	3
42	84	14th	1421					1	84	2	39	3	41	3
43	84	14th	1420					1	84	2	30	3	33	3
44	84	14th	1419					1	84	2	49	3	54	3
45	84	14th	1418					1	84	2	57	3	42	3
46	84	14th	1417					1	84	2	37	3	40	3
47	84	14th	1416					1	84	2	57	3	41	3
48	84	14th	1415					1	84	2	57	3	41	3
49	84	14th	1414					1	84	2	38	3	38	3
50	84	14th	1413					1	84	2	51	3	51	3
51	83	14th	1412					1	83	2	35	3	40	3
52	83	14th	1411					1	83	2	35	3	40	3
53	83	14th	1410					1	83	2	48	3	42	3
54	83	14th	1409					1	83	2	57	3	42	3
55	83	14th	1408					1	83	2	26	3	32	3
56	83	14th	1407					1	83	2	60	3	60	3

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO· 0138771

Registered Proprietor

Sharon Harmer

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-30

Authorised by the ACT Parliamentary Counsel - also accessable at www.legislation.act.gov.au

Form 3

Sheet No. 19 of 101

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
				YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
57	83	14th	1406					1	83	2	47	3	47	3
58	83	14th	1405					1	83	2	30	3	33	3
59	83	14th	1404					1	83	2	26	3	32	3
60	83	14th	1403					1	83	2	48	3	51	3
61	83	14th	1402					1	83	2	51	3	42	3
62	83	14th	1401					1	83	2	35	3	41	3
63	82	13th	1324					1	82	2	27	3	32	3
64	82	13th	1323					1	82	2	37	3	40	3
65	82	13th	1322					1	82	2	59	3	59	3
66	82	13th	1321					1	82	2	37	3	40	3
67	82	13th	1320					1	82	2	29	3	33	3
68	82	13th	1319					1	82	2	60	3	42	3
69	82	13th	1318					1	82	2	51	3	51	3
70	82	13th	1317					1	82	2	28	3	31	3
71	82	13th	1316					1	82	2	58	3	58	3
72	82	13th	1315					1	82	2	49	3	53	3
73	82	13th	1314					1	82	2	37	3	40	3
74	82	13th	1313					1	82	2	37	3	37	3
75	81	13th	1312					1	81	2	35	3	40	3
76	81	13th	1311					1	81	2	27	3	32	3
77	81	13th	1310					1	81	2	47	3	47	3
78	81	13th	1309					1	81	2	47	3	52	3
79	81	13th	1308					1	81	2	36	3	41	3
80	81	13th	1307					1	81	2	46	3	46	3
81	81	13th	1306					1	81	2	60	3	42	3
82	81	13th	1305					1	81	2	30	3	33	3
83	81	13th	1304					1	81	2	26	3	32	3
84	81	13th	1303					1	81	2	48	3	53	3
85	81	13th	1302					1	81	2, 3	39, 60	4	55	4
86	81	13th	1301					1	81	2	35	3	40	3
87	80	12th	1224					1	80	2	28	3	32	3
88	80	12th	1223					1	80	2	37	3	40	3
89	80	12th	1222					1	80	2	60	3	60	3
90	80	12th	1221					1	80	2	27	3	33	3
91	80	12th	1220					1	80	2	30	3	33	3
92	80	12th	1219					1	80	2	58	3	58	3
93	80	12th	1218					1	80	2	49	3	54	3
94	80	12th	1217					1	80	2	28	3	32	3
95	80	12th	1216					1	80	2	57	3	57	3
96	80	12th	1215					1	80	2	57	3	57	3
97	80	12th	1214					1	80	2	28	3	31	3
98	80	12th	1213					1	80	2	37	3	41	3
99	79	12th	1212					1	79	2	35	3	40	3
100	79	12th	1211					1	79	2	27	3	33	3
101	79	12th	1210					1	79	2	48	3	52	3
102	79	12th	1209					1	79	2	48	3	51	3
103	79	12th	1208					1	79	2	26	3	32	3
104	79	12th	1207					1	79	2	48	3	42	3
105	79	12th	1206					1	79	2	56	3	56	3
106	79	12th	1205					1	79	2	30	3	33	3
107	79	12th	1204					1	79	2	26	3	32	3
108	79	12th	1203					1	79	2	46	3	51	3
109	79	12th	1202					1	79	2	55	3	55	3
110	79	12th	1201					1	79	2	35	3	41	3
111	78	11th	1124					1	78	2	27	3	33	3
112	78	11th	1123					1	78	2	28	3	32	3
113	78	11th	1122					1	78	2	60	3	31	3

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO- 0138771

Registered Proprietor

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-30

Authorised by the ACT Parliamentary Counsel - also accessable at www.legislation.act.gov.au

Form 3

Sheet No. 20 of 101

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
				YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
114	78	11th	1121					1	78	2	28	3	32	3
115	78	11th	1120					1	78	2	30	3	33	3
116	78	11th	1119					1	78	2	57	3	57	3
117	78	11th	1118					1	78	2	49	3	54	3
118	78	11th	1117					1	78	2	37	3	41	3
119	78	11th	1116					1	78	2	39	3	41	3
120	78	11th	1115					1	78	2	39	3	41	3
121	78	11th	1114					1	78	2	37	3	40	3
122	78	11th	1113					1	78	2	37	3	31	3
123	77	11th	1112					1	77	2	35	3	41	3
124	77	11th	1111					1	77	2	27	3	32	3
125	77	11th	1110					1	77	2	34	3	41	3
126	77	11th	1109					1	77	2	34	3	41	3
127	77	11th	1108					1	77	2	36	3	41	3
128	77	11th	1107					1	77	2	48	3	42	3
129	77	11th	1106					1	77	2	57	3	57	3
130	77	11th	1105					1	77	2	30	3	33	3
131	77	11th	1104					1	77	2	34	3	41	3
132	77	11th	1103					1	77	2	34	3	41	3
133	77	11th	1102					1	77	2	55	3	55	3
134	77	11th	1101					1	77	2	36	3	41	3
135	76	10th	1024					1	76	2	36	3	40	3
136	76	10th	1023					1	76	2	28	3	31	3
137	76	10th	1022					1	76	2	25	3	33	3
138	76	10th	1021					1	76	2	29	3	31	3
139	76	10th	1020					1	76	2	30	3	33	3
140	76	10th	1019					1	76	2	49	3	53	3
141	76	10th	1018					1	76	2	49	3	54	3
142	76	10th	1017					1	76	2	28	3	31	3
143	76	10th	1016					1	76	2	39	3	41	3
144	76	10th	1015					1	76	2	39	3	41	3
145	76	10th	1014					1	76	2	28	3	33	3
146	76	10th	1013					1	76	2	37	3	37	3
147	75	10th	1012					1	75	2	35	3	40	3
148	75	10th	1011					1	75	2	27	3	33	3
149	75	10th	1010					1	75	2	39	3	41	3
150	75	10th	1009					1	75	2	39	3	41	3
151	75	10th	1008					1	75	2	36	3	40	3
152	75	10th	1007					1	75	2	47	3	51	3
153	75	10th	1006					1	75	2	47	3	52	3
154	75	10th	1005					1	75	2	30	3	33	3
155	75	10th	1004					1	75	2	25	3	31	3
156	75	10th	1003					1	75	2	34	3	41	3
157	75	10th	1002					1	75	2	48	3	52	3
158	75	10th	1001					1	75	2	27	3	32	3
159	74	9th	924					1	74	2	36	3	40	3
160	74	9th	923					1	74	2	28	3	32	3
161	74	9th	922					1	74	2	38	3	38	3
162	74	9th	921					1	74	2	29	3	31	3
163	74	9th	920					1	74	2	30	3	33	3
164	74	9th	919					1	74	2	48	3	54	3
165	74	9th	918					1	74	2	49	3	42	3
166	74	9th	917					1	74	2	28	3	32	3
167	74	9th	916					1	74	2	60	3	41	3
168	74	9th	915					1	74	2	39	3	41	3
169	74	9th	914					1	74	2	36	3	41	3
170	74	9th	913					1	74	2	37	3	40	3

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO- 0138771

Registered Proprietor

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-30

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LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
				YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
171	73	9th	912					1	73	2	26	3	31	3
172	73	9th	911					1	73	2	36	3	40	3
173	73	9th	910					1	73	2	39	3	41	3
174	73	9th	909					1	73	2	39	3, 4	41, 42	4
175	73	9th	908					1	73	2	36	3	41	3
176	73	9th	907					1	73	2	48	3	42	3
177	73	9th	906					1	73	2	48	3	52	3
178	73	9th	905					1	73	2	60	3	42	3
179	73	9th	904					1	73	2	39	3	41	3
180	73	9th	903					1	73	2	34	3	41	3
181	73	9th	902					1	73	2	35	3	35	3
182	73	9th	901					1	73	2	26	3	32	3
183	72	8th	824					1	72	2	27	3	33	3
184	72	8th	823					1	72	2	37	3	41	3
185	72	8th	822					1	72	2	29	3	33	3
186	72	8th	821					1	72	2	60	3	41	3
187	72	8th	820					1	72	2	58	3	59	3
188	72	8th	819					1	72	2	49	3	53	3
189	72	8th	818					1	72	2	59	3	41	3
190	72	8th	817					1	72	2	36	3	41	3
191	72	8th	816					1	72	2	50	3	33	3
192	72	8th	815					1	72	2	50	3	41	3
193	72	8th	814					1	72	2	36	3	41	3
194	72	8th	813					1	72	2	37	3	40	3
195	71	8th	812					1	71	2	26	3	31	3
196	71	8th	811					1	71	2	36	3	41	3
197	71	8th	810					1	71	2	60	3	41	3
198	71	8th	809					1	71	2	60	3	41	3
199	71	8th	808					1	71	2	36	3	40	3
200	71	8th	807					1	71	2	56	3	56	3
201	71	8th	806					1	71	2	57	3	57	3
202	71	8th	805					1	71	2	56	3	56	3
203	71	8th	804					1	71	2	39	3	41	3
204	71	8th	803					1	71	2	25	3	31	3
205	71	8th	802					1	71	2	35	3	40	3
206	71	8th	801					1	71	2	26	3	33	3
207	70	7th	724					1	70	2	27	3	32	3
208	70	7th	723					1	70	2	28	3	33	3
209	70	7th	722					1	70	2	29	3	33	3
210	70	7th	721					1	70	2	60	3	41	3
211	70	7th	720					1	70	2	59	3	59	3
212	70	7th	719					1	70	2	48	3	53	3
213	70	7th	718					1	70	2	49	3	41	3
214	70	7th	717					1	70	2	28	3	33	3
215	70	7th	716					1	70	2	59	3	59	3
216	70	7th	715					1	70	2	50	3	54	3
217	70	7th	714					1	70	2	36	3	40	3
218	70	7th	713					1	70	2	28	3	31	3
219	69	7th	712					1	69	2	26	3	33	3
220	69	7th	711					1	69	2	26	3	33	3
221	69	7th	710					1	69	2	51	3	42	3
222	69	7th	709					1	69	2	60	3	60	3
223	69	7th	708					1	69	2	27	3	32	3
224	69	7th	707					1	69	2	47	3	52	3
225	69	7th	706					1	69	2	51	3	51	3
226	69	7th	705					1	69	2	56	3	60	3
227	69	7th	704					1	69	2	51	3	51	3

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO- 0138771

Registered Proprietor

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-30

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Form 3

Sheet No. 22 of 101

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
				YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
228	69	7th	703					1	69	2	25	3	31	3
229	69	7th	702					1	69	2	35	3	41	3
230	69	7th	701					1	69	2	26	3	32	3
231	68	6th	624					1	68	2	27	3	32	3
232	68	6th	623					1	68	2	37	3	40	3
233	68	6th	622					1	68	2	48	3	54	3
234	68	6th	621					1	68	2	60	3	60	3
235	68	6th	620					1	68	2	58	3	59	3
236	68	6th	619					1	68	2	59	3	59	3
237	68	6th	618					1	68	2	49	3	54	3
238	68	6th	617					1	68	2	36	3	41	3
239	68	6th	616					1	68	2	48	3	54	3
240	68	6th	615					1	68	2	48	3	54	3
241	68	6th	614					1	68	2	36	3	40	3
242	68	6th	613					1	68	2	28	3	28	3
243	67	6th	612					1	67	2	26	3	32	3
244	67	6th	611					1	67	2	26	3	32	3
245	67	6th	610					1	67	2	51	3	51	3
246	67	6th	609					1	67	2	51	3	42	3
247	67	6th	608					1	67	2	36	3	40	3
248	67	6th	607					1	67	2	47	3	52	3
249	67	6th	606					1	67	2	60	3	60	3
250	67	6th	605					1	67	2	56	3	60	3
251	67	6th	604					1	67	2	55	3	55	3
252	67	6th	603					1	67	2	25	3	31	3
253	67	6th	602					1	67	2	35	3	40	3
254	67	6th	601					1	67	2	26	3	32	3
255	66	5th	524					1	66	2	27	3	32	3
256	66	5th	523					1	66	2	28	3	32	3
257	66	5th	522					1	66	2	59	3	41	3
258	66	5th	521					1	66	2	60	3	41	3
259	66	5th	520					1	66	2	60	3	42	3
260	66	5th	519					1	66	2	50	3	41	3
261	66	5th	518					1	66	2	57	3	57	3
262	66	5th	517					1	66	2	36	3	40	3
263	66	5th	516					1	66	2	50	3	50	3
264	66	5th	515					1	66	2	48	3	54	3
265	66	5th	514					1	66	2	28	3	32	3
266	66	5th	513					1	66	2	28	3	28	3
267	65	5th	512					1	65	2	27	3	33	3
268	65	5th	511					1	65	2	26	3	26	3
269	65	5th	510					1	65	2	48	3	54	3
270	65	5th	509					1	65	2	48	3	54	3
271	65	5th	508					1	65	2	36	3	40	3
272	65	5th	507					1	65	2	56	3	56	3
273	65	5th	506					1	65	2	60	3	41	3
274	65	5th	505					1	65	2	56	3	60	3
275	65	5th	504					1	65	2	55	3	55	3
276	65	5th	503					1	65	2	25	3	31	3
277	65	5th	502					1	65	2	35	3	41	3
278	65	5th	501					1	65	2	27	3	33	3
279	64	4th	424					1	64	2	27	3	32	3
280	64	4th	423					1	64	2	36	3	41	3
281	64	4th	422					1	64	2	59	3	59	3
282	64	4th	421					1	64	2	48	3	54	3
283	64	4th	420					1	64	2	49	3	54	3
284	64	4th	419					1	64	2	50	3	54	3

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO- 013877I

Registered Proprietor

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

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Form 3

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LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

REPLACEMENT SHEET ISSUED
REFER CR 1912996
REGISTERED 28 APRIL 2014

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
				YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
285	64	4th	418					1	64	2	58	3	58	3
286	64	4th	417					1	64	2	37	3	40	3
287	64	4th	416					1	64	2	60	3	42	3
288	64	4th	415					1	64	2	59	3	59	3
289	64	4th	414					1	64	2	28	3	32	3
290	64	4th	413					1	64	2	28	3	32	3
291	63	4th	412					1	63	2	27	3	33	3
292	63	4th	411					1	63	2	27	3	33	3
293	63	4th	410					1	63	2	47	3	42	3
294	63	4th	409					1	63	2	48	3	53	3
295	63	4th	408					1	63	2	27	3	32	3
296	63	4th	407					1	63	2	56	3	56	3
297	63	4th	406					1	63	2	60	3	42	3
298	63	4th	405					1	63	2	47	3	46	3
299	63	4th	404					1	63	2	55	3	55	3
300	63	4th	403					1	63	2	30	3	31	3
301	63	4th	402					1	63	2	35	3	40	3
302	63	4th	401					1	63	2	36	3	41	3
303	62	3rd	324					1	62	2	27	3	32	3
304	62	3rd	323					1	62	2	36	3	40	3
305	62	3rd	322					1	62	2	59	3	59	3
306	62	3rd	321					1	62	2	30	3	33	3
307	62	3rd	320					1	62	2	49	3	54	3
308	62	3rd	319					1	62	2	50	3	54	3
309	62	3rd	318					1	62	2	49	3	53	3
310	62	3rd	317					1	62	2	37	3	40	3
311	62	3rd	316					1	62	2	48	3	54	3
312	62	3rd	315					1	62	2	56	3	60	3
313	61	3rd	310					1	61	2	51	3	54	3
314	61	3rd	309					1	61	2	34	3	41	3
315	61	3rd	308					1	61	2	27	3	31	3
316	61	3rd	307					1	61	2	47	3	52	3
317	61	3rd	306					1	61	2	51	3	42	3
318	61	3rd	305					1	61	2	47	3	46	3
319	61	3rd	304					1	61	2	55	3	55	3
320	61	3rd	303					1	61	2	56	3	55	3
321	61	3rd	302					1	61	2	35	3	35	3
322	61	3rd	301					1	61	2	36	3	40	3
323	44, 45	Ground & Mezz	8	1	44					2	49	3	53	3
324	44, 45	Ground & Mezz	7	1	44					2	44	3	42	3
325	44, 45	Ground & Mezz	6	1	44					2	44	3	42	3
326	44, 45	Ground & Mezz	5	1	44					2	44	3	42	3
327	44, 45	Ground & Mezz	4	1	44	2	44			3	44	4	42	4
328	44, 45	Ground & Mezz	3	1	44	2	44			3	44	4	42	4
329	44, 45	Ground & Mezz	2	1	44					2	44	3	42	3
330	44, 45	Ground & Mezz	1	1	44					2	44	3	42	3
331	43	Ground	331							1	43	2	42	2
332	43	Ground	332							1	43	2	42	2

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO 0138771

Registered Proprietor

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

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LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
				YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
285	64	4th	418					1	64	2	58	3	58	3
286	64	4th	417					1	64	2	37	3	40	3
287	64	4th	416					1	64	2	60	3	42	3
288	64	4th	415					1	64	2	59	3	59	3
289	64	4th	414					1	64	2	28	3	32	3
290	64	4th	413					1	64	2	28	3	32	3
291	63	4th	412					1	63	2	27	3	33	3
292	63	4th	411					1	63	2	27	3	33	3
293	63	4th	410					1	63	2	47	3	42	3
294	63	4th	409					1	63	2	48	3	53	3
295	63	4th	408					1	63	2	27	3	32	3
296	63	4th	407					1	63	2	56	3	56	3
297	63	4th	406					1	63	2	60	3	42	3
298	63	4th	405					1	63	2	47	3	46	3
299	63	4th	404					1	63	2	55	3	55	3
300	63	4th	403					1	63	2	30	3	31	3
301	63	4th	402					1	63	2	35	3	40	3
302	63	4th	401					1	63	2	36	3	41	3
303	62	3rd	324					1	62	2	27	3	32	3
304	62	3rd	323					1	62	2	36	3	40	3
305	62	3rd	322					1	62	2	59	3	59	3
306	62	3rd	321					1	62	2	30	3	33	3
307	62	3rd	320					1	62	2	49	3	54	3
308	62	3rd	319					1	62	2	50	3	54	3
309	62	3rd	318					1	62	2	49	3	53	3
310	62	3rd	317					1	62	2	37	3	40	3
311	62	3rd	316					1	62	2	48	3	54	3
312	62	3rd	315					1	62	2, 4	56, 55	3	60	4
313	61	3rd	310					1	61	2	51	3	54	3
314	61	3rd	309					1	61	2	34	3	41	3
315	61	3rd	308					1	61	2	27	3	31	3
316	61	3rd	307					1	61	2	47	3	52	3
317	61	3rd	306					1	61	2	51	3	42	3
318	61	3rd	305					1	61	2	47	3	46	3
319	61	3rd	304					1	61	2	55	3	55	3
320	61	3rd	303					1	61	2	56	3	55	3
321	61	3rd	302					1	61	2	35	3	35	3
322	61	3rd	301					1	61	2	36	3	40	3
323	44, 45	Ground & Mezz	8	1	44					2	49	3	53	3
324	44, 45	Ground & Mezz	7	1	44					2	44	3	42	3
325	44, 45	Ground & Mezz	6	1	44					2	44	3	42	3
326	44, 45	Ground & Mezz	5	1	44					2	44	3	42	3
327	44, 45	Ground & Mezz	4	1	44	2	44			3	44	4	42	4
328	44, 45	Ground & Mezz	3	1	44	2	44			3	44	4	42	4
329	44, 45	Ground & Mezz	2	1	44					2	44	3	42	3
330	44, 45	Ground & Mezz	1	1	44					2	44	3	42	3
331	43	Ground	331							1	43	2	42	2
332	43	Ground	332							1	43	2	42	2

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO- 0138771

Registered Proprietor

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

LEGEND SHEET

D DENOTES DUCT
ST DENOTES STAIR
C DENOTES COLUMN
S DENOTES STOREROOM
CP DENOTES COMMON PROPERTY
# DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
* DENOTES SUBSIDIARY BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
◧ DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF WALL
⧗ DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

WHERE A YARD ABUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINE OF BLOCK WALL

YARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD

YARDS ARE LIMITED IN HEIGHT AND DEPTH TO THE PROJECTION OF THE UPPER AND LOWER BOUNDARIES OF THE RESPECTIVE UNIT

CARPORTS & STOREROOMS MAY CONTAIN SERVICES WHICH ARE THE PROPERTY OF THE OWNERS CORPORATION OR OTHER UNIT OWNERS.

SUBSIDIARIES ARE SUBJECT TO THE PROVISION OF ACCESS FOR MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

UNITS AREAS SHOWN HEREON ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF PREPARING THIS UNITS PLAN. THESE AREAS MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES.

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO. 0138771

Registered Proprietor

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

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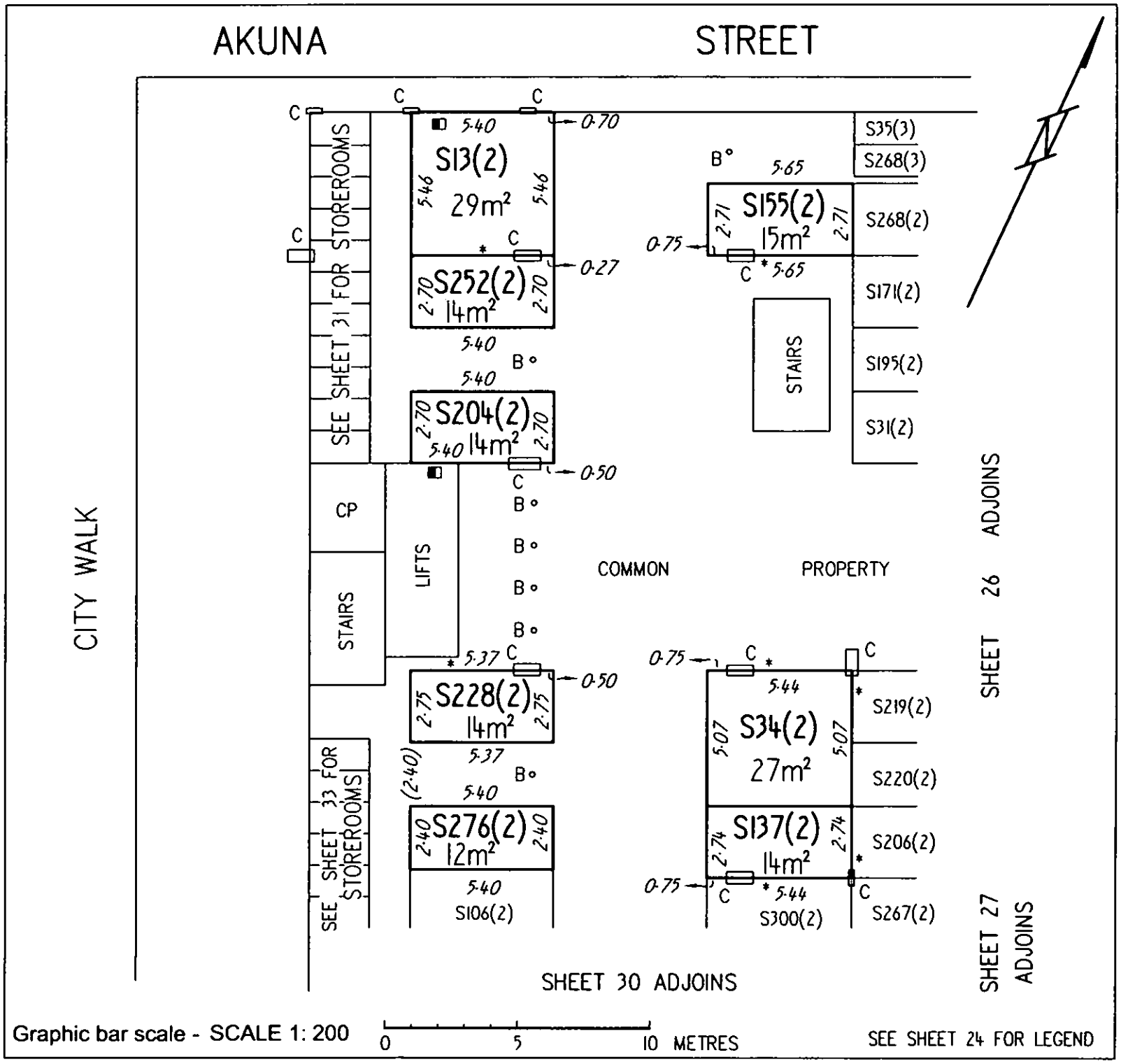
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES – CARPORTS



38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO· 0138771
C

Registered Proprietor

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

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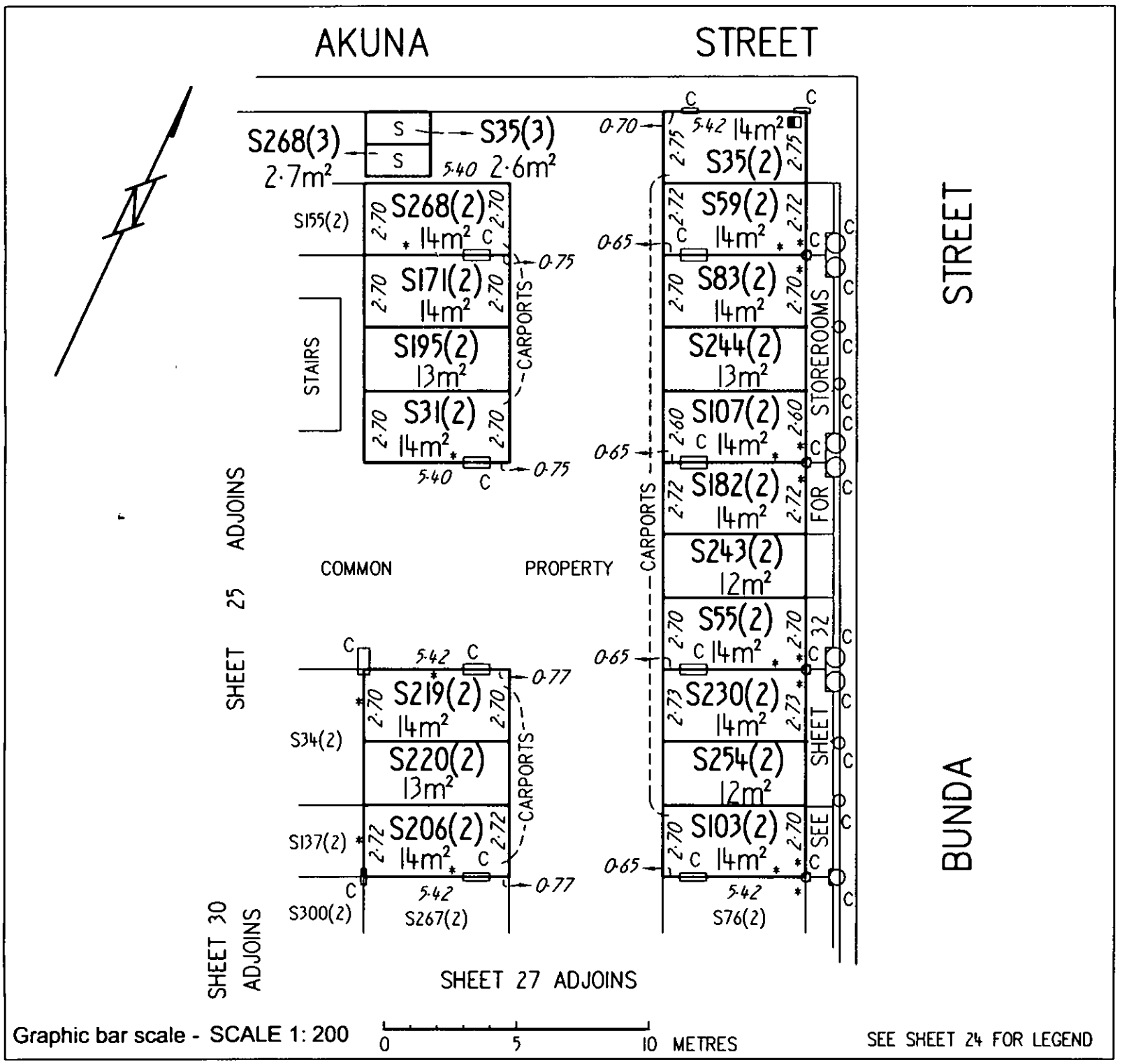
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
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REGISTRATION NO· 0138771

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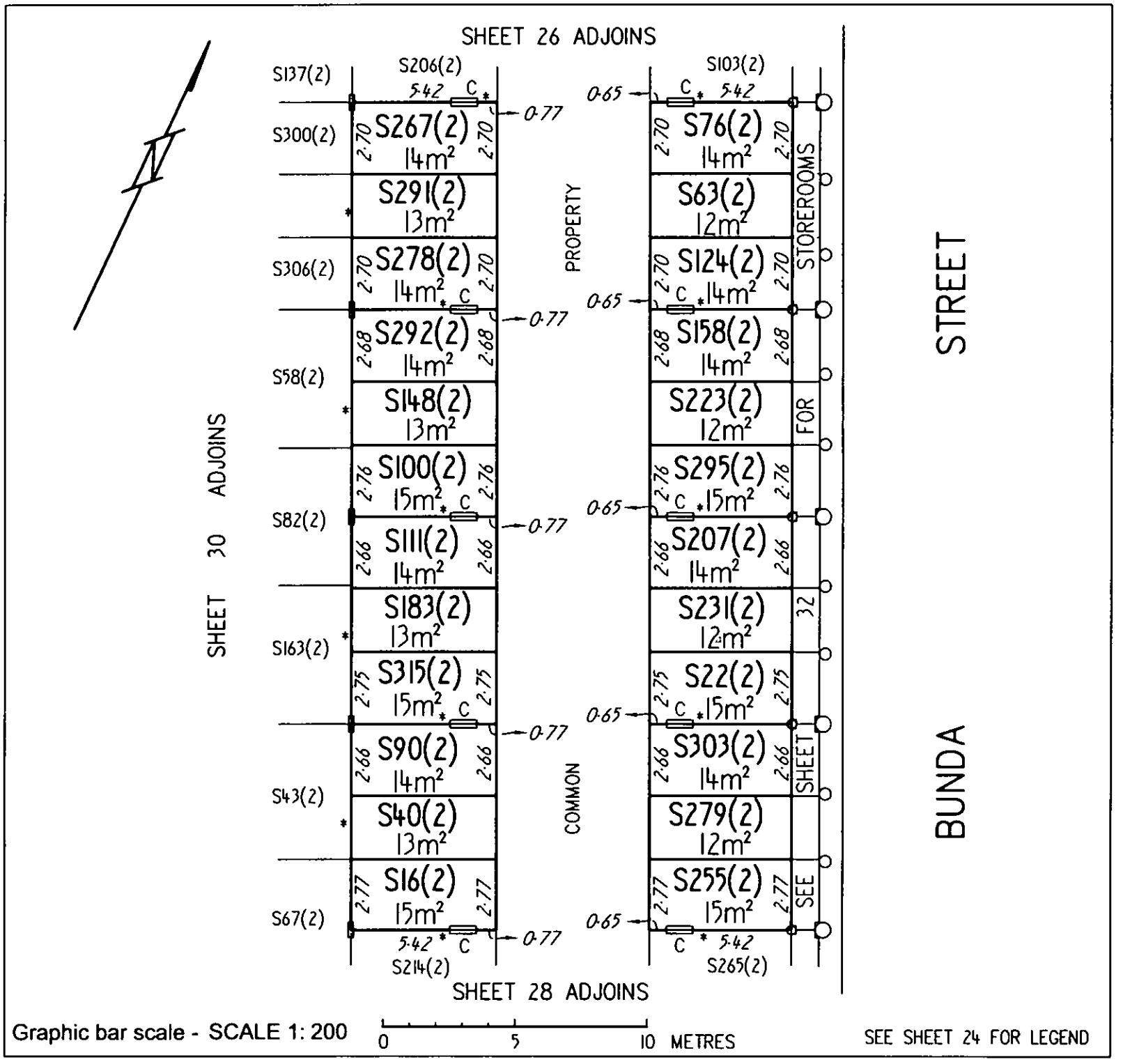
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES – CARPORTS



38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
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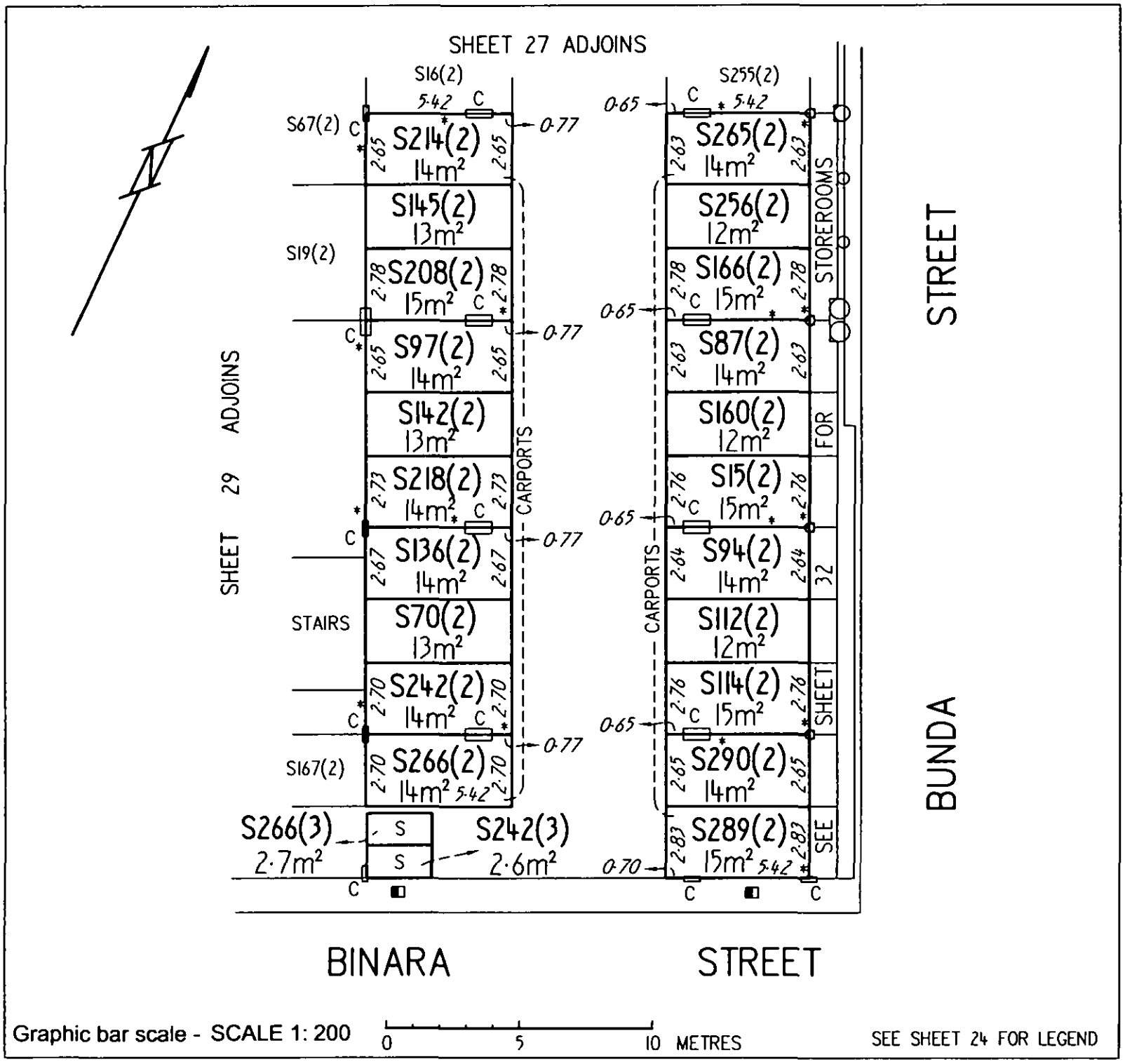
LAND TITLES
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 24 FOR LEGEND

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO· 0138771

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Form 3

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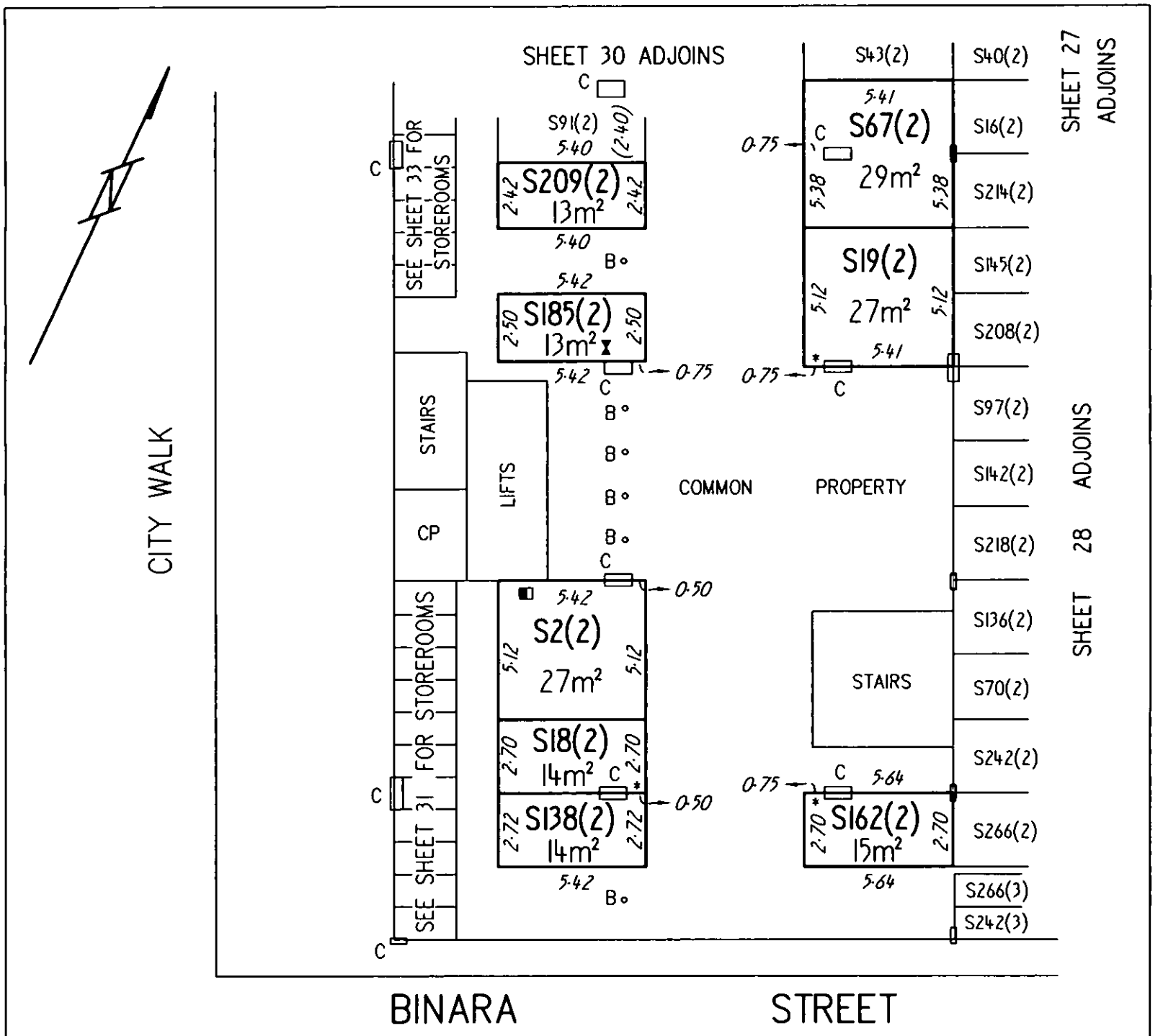
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OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES – CARPORTS



38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO- 0138771

Registered Proprietor

Sharon Harmer

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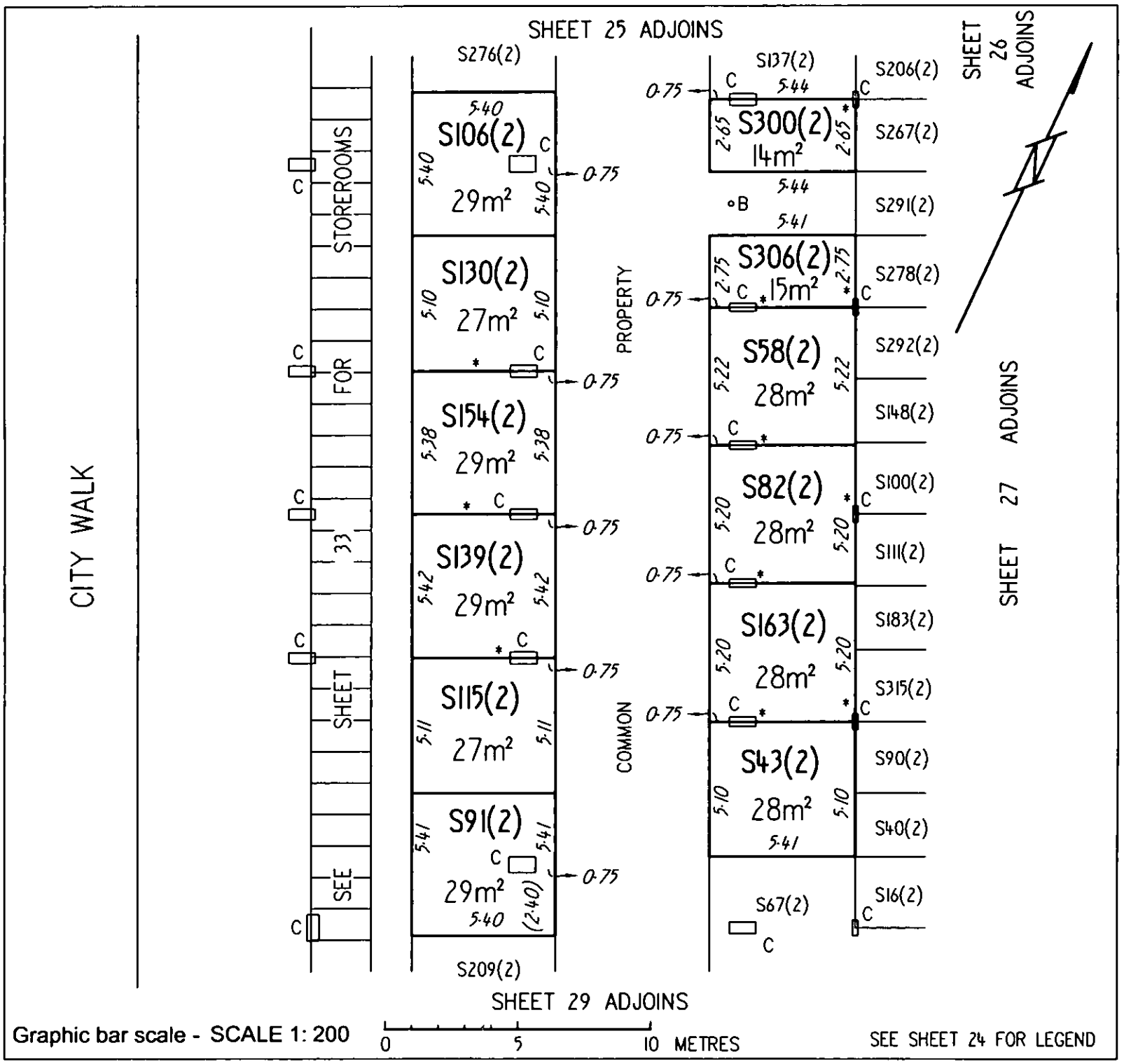
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES – CARPORTS



38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO· 0138771

Registered Proprietor

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

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Form 3

Sheet No. 31 of 101

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Department of Justice and Community Safety

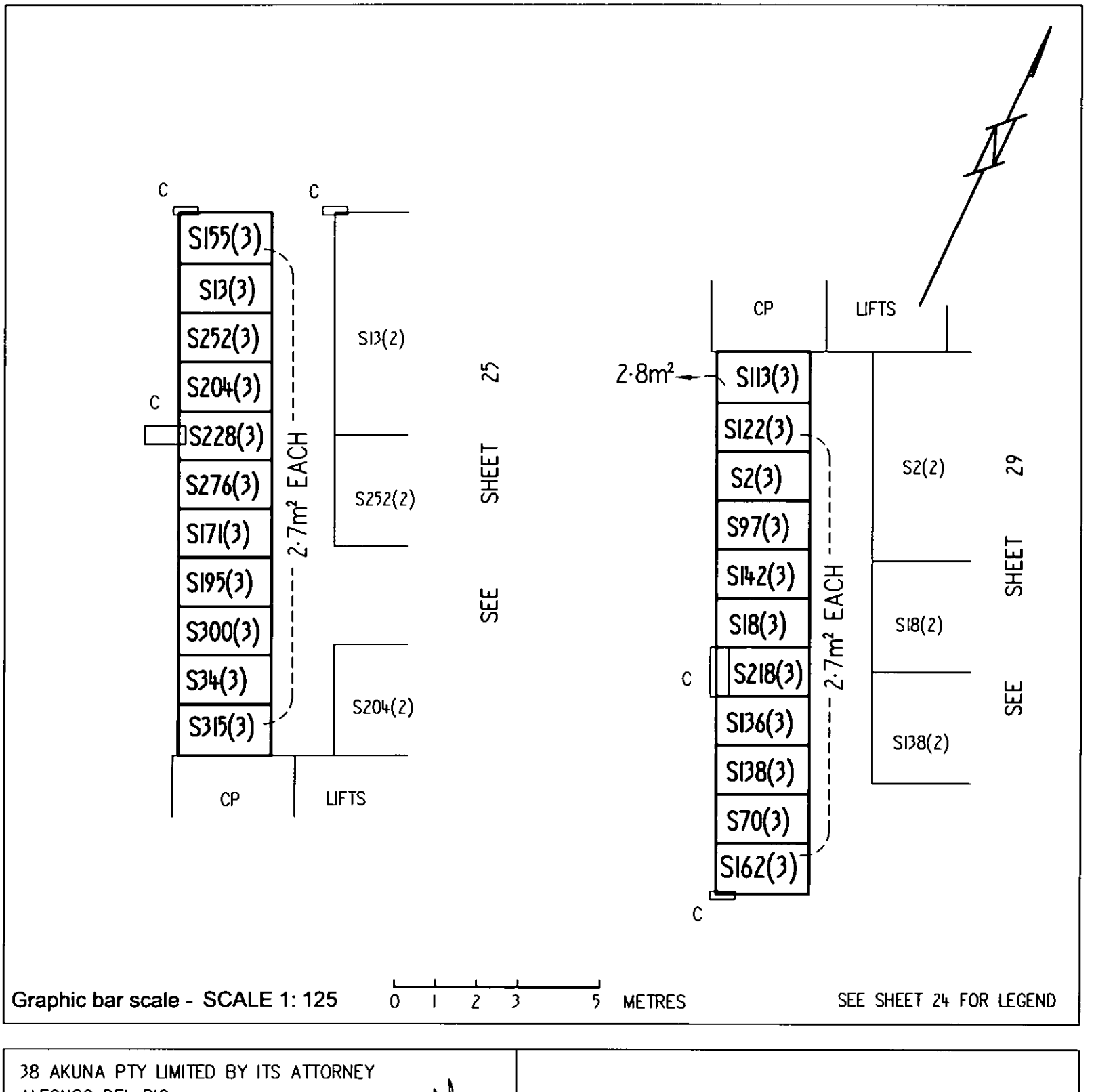
Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER BASEMENT 2

UNIT SUBSIDIARIES – STOREROOMS



Graphic bar scale - SCALE 1: 125 0 1 2 3 5 METRES

SEE SHEET 24 FOR LEGEND

38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO- 0138771
C

Registered Proprietor

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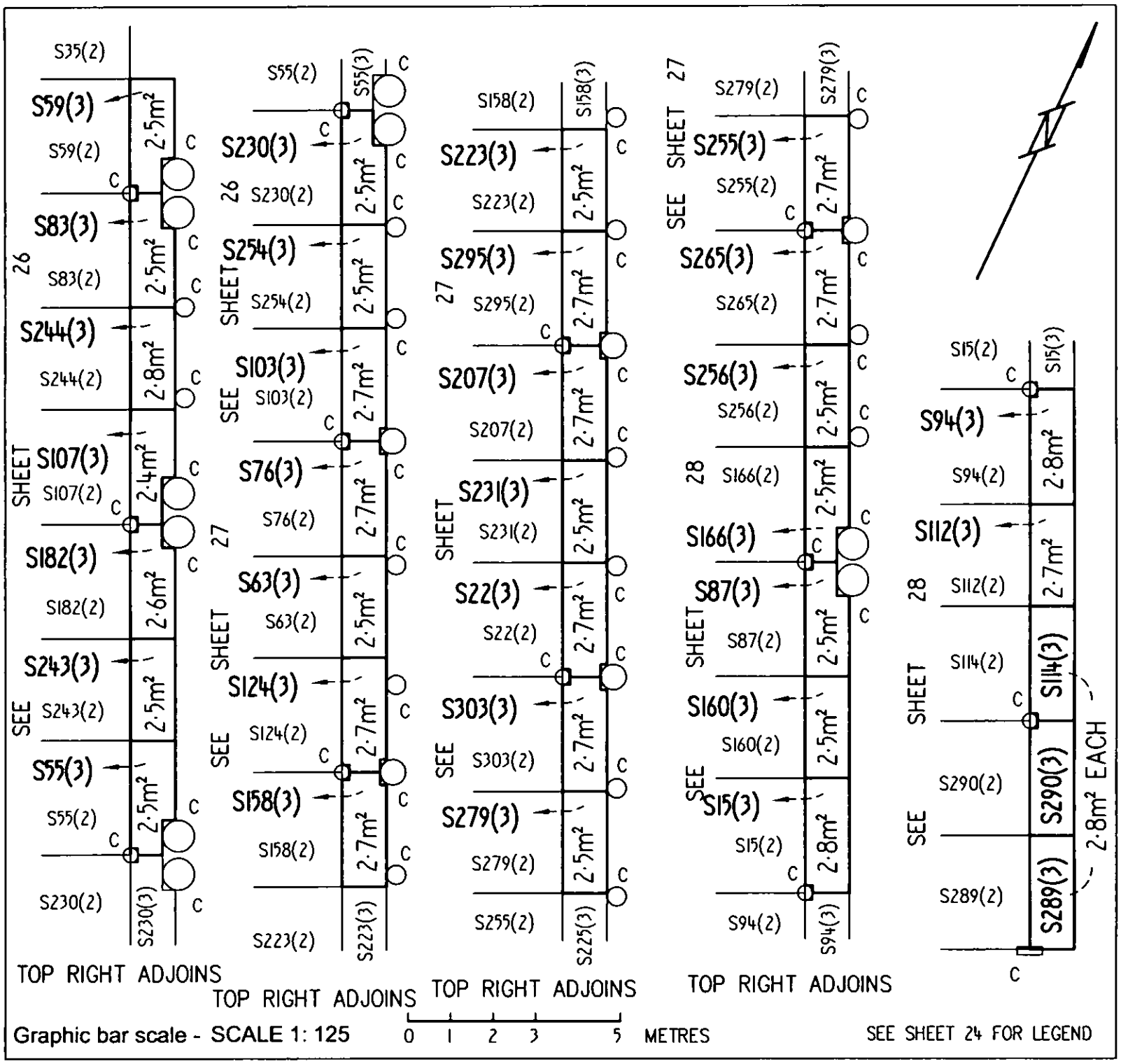
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OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES – STOREROOMS



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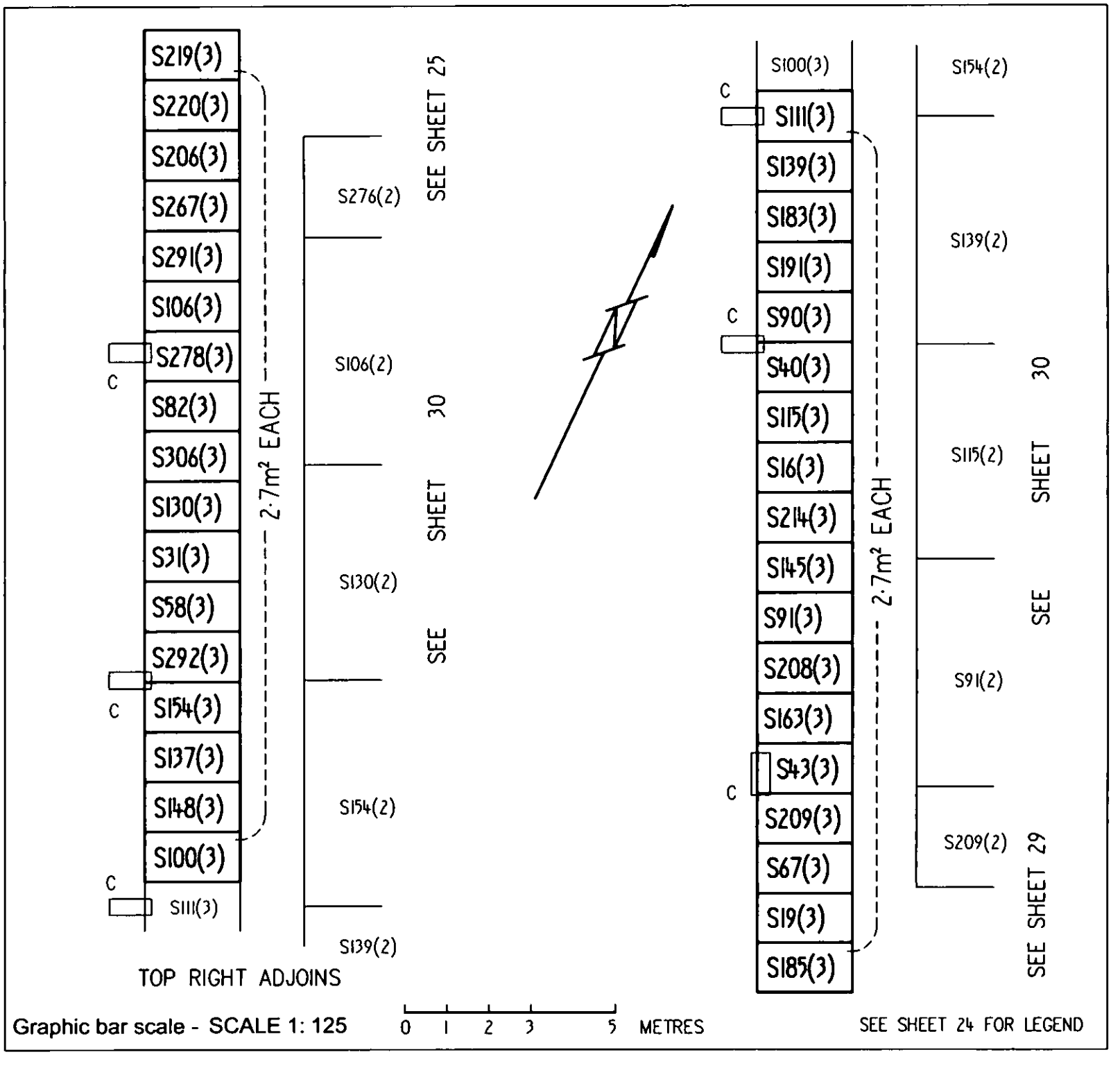
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES – STOREROOMS



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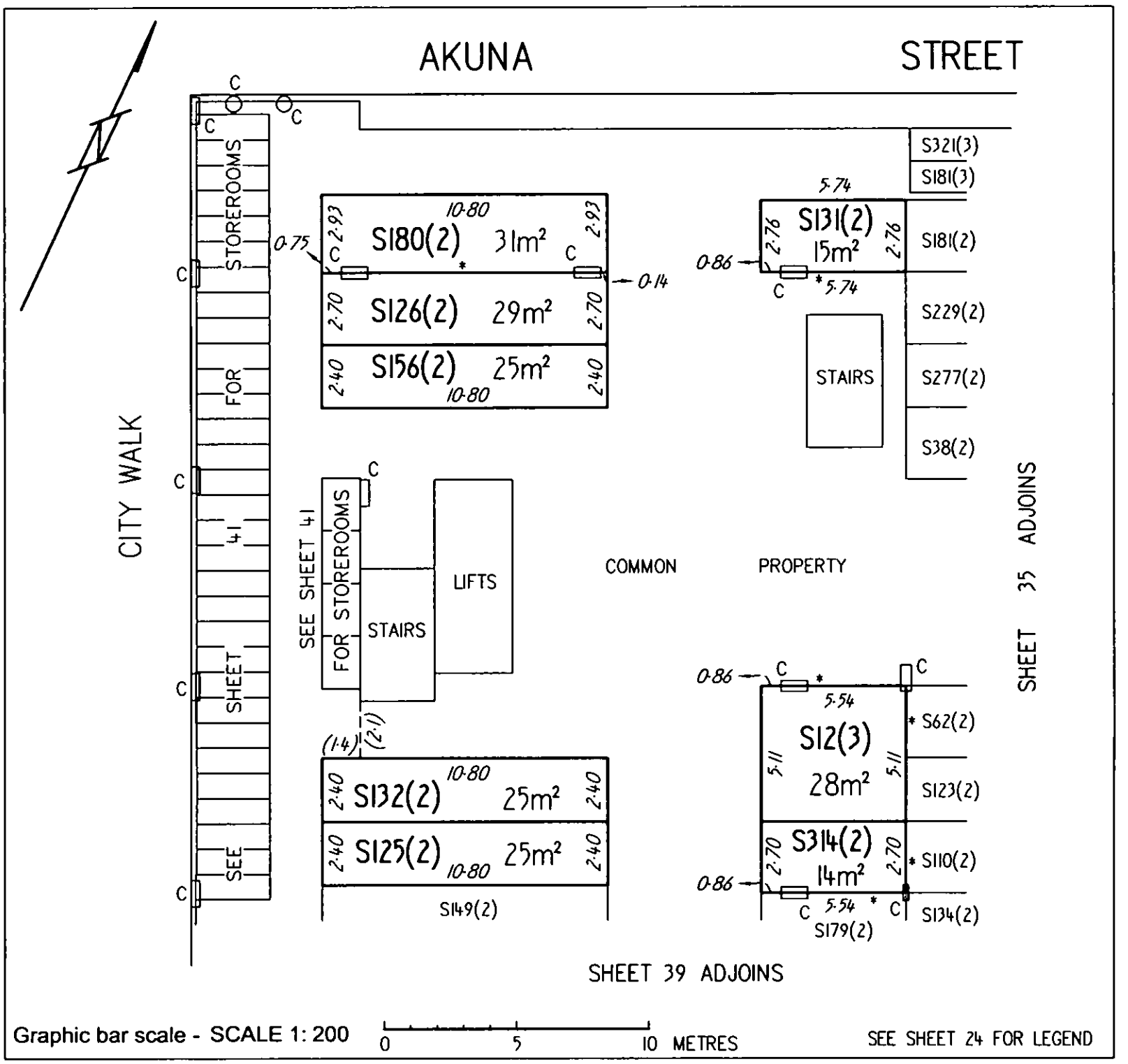
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 1	UNIT SUBSIDIARIES – CARPORTS



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 24 FOR LEGEND

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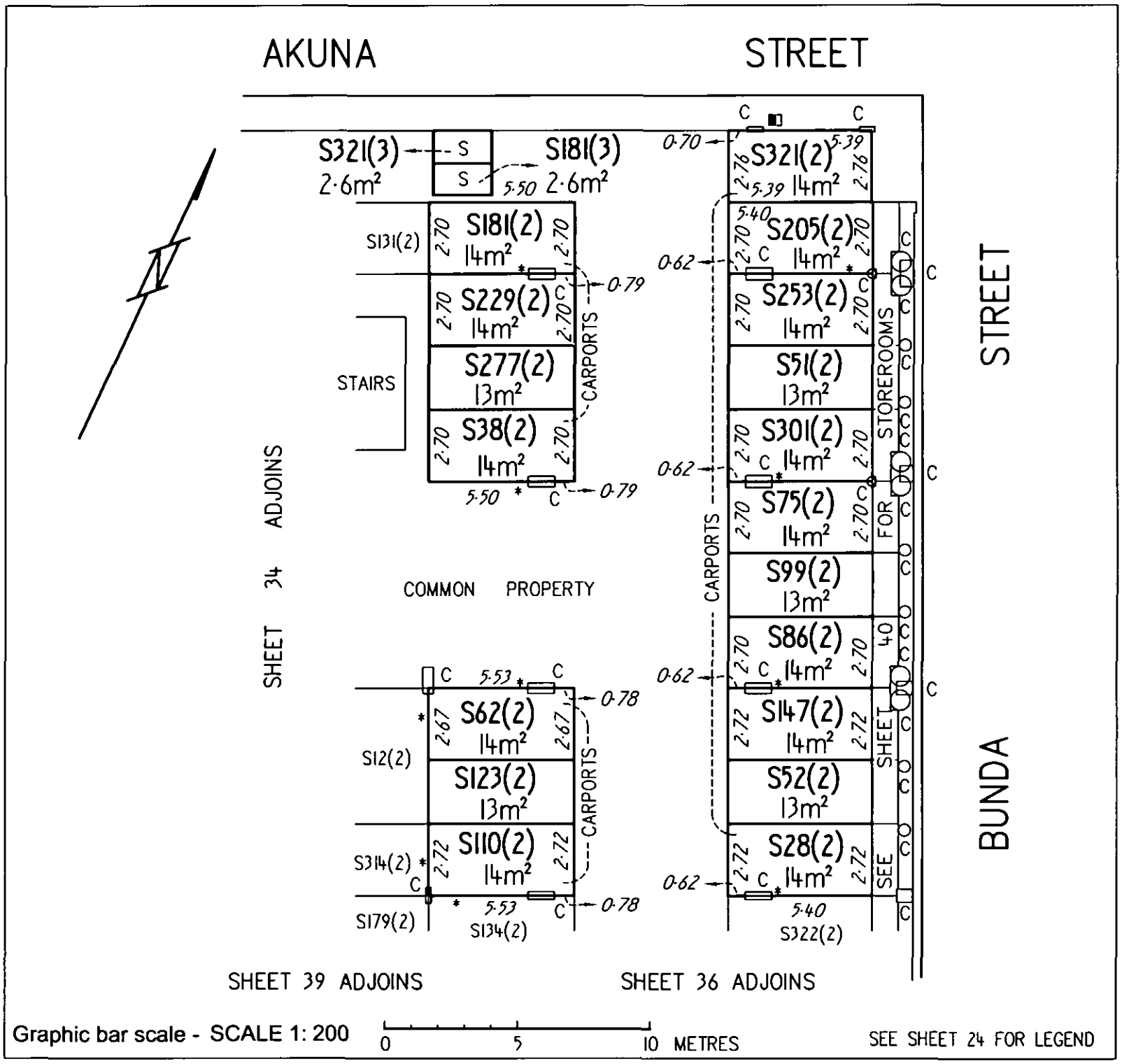
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 1	UNIT SUBSIDIARIES



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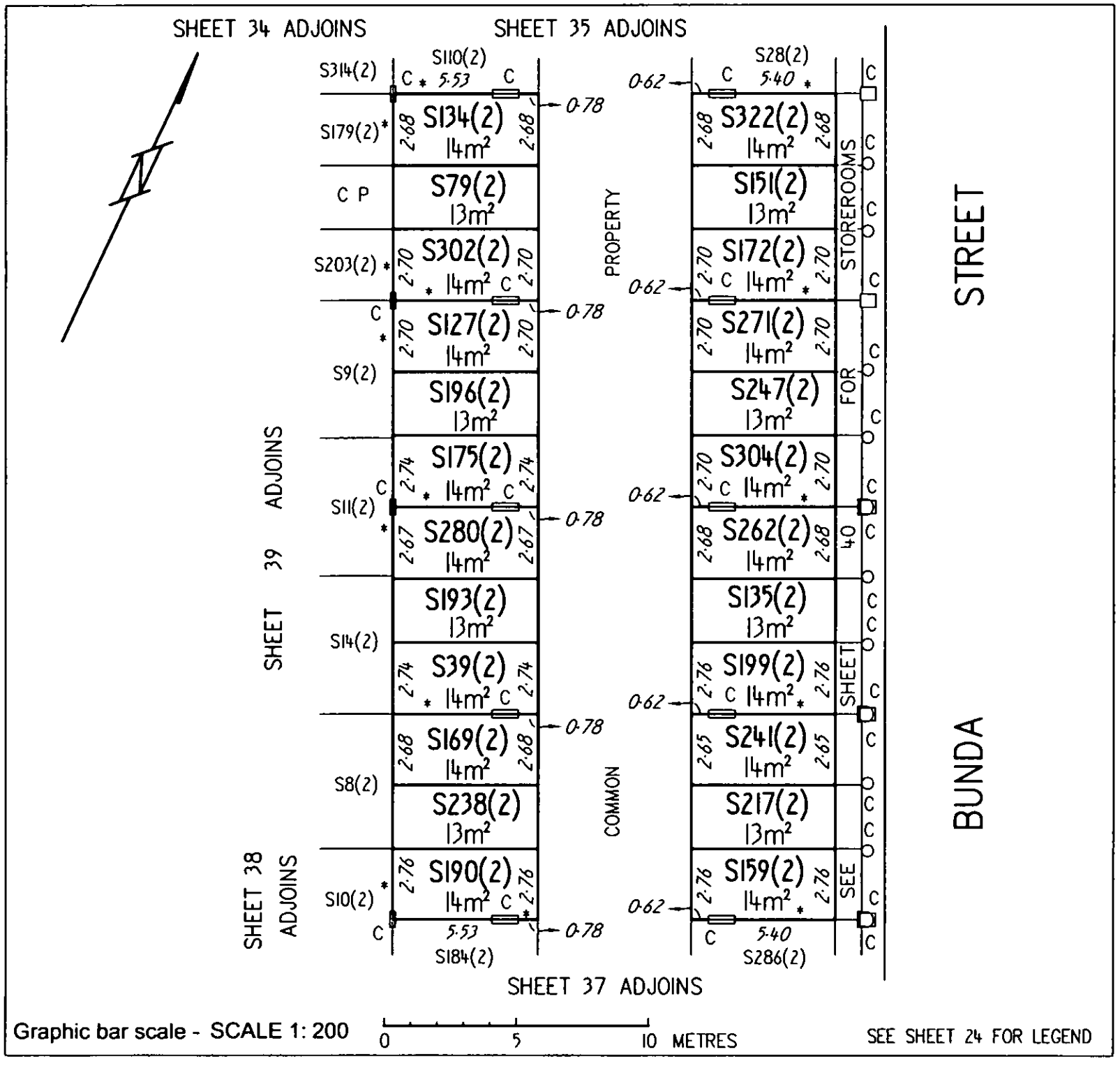
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 1	UNIT SUBSIDIARIES – CARPORTS



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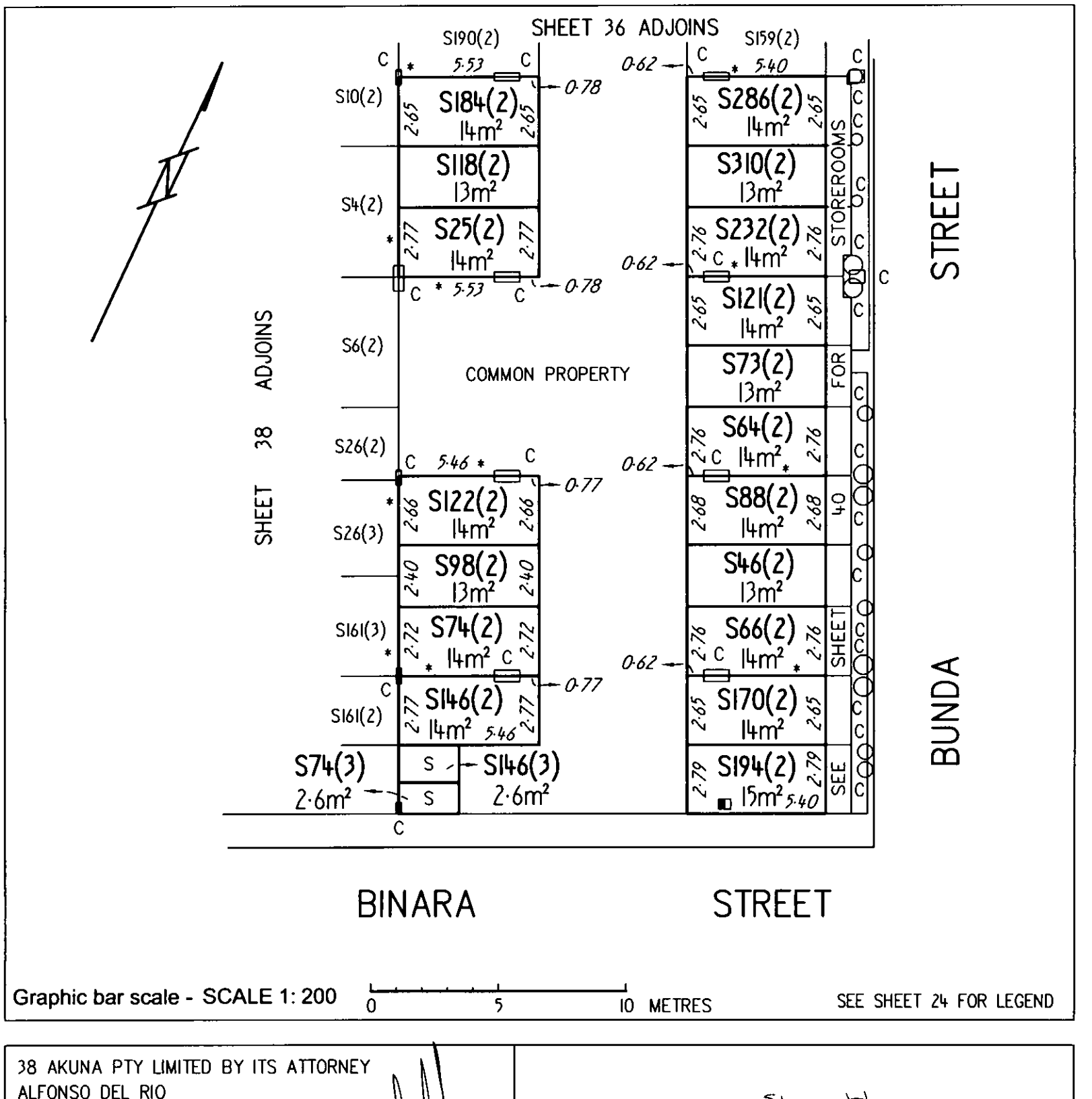
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FLOOR PLAN

Division	Section	Block
CITY	52 108	1 1

UNITS PLAN No.
3941

FLOOR NUMBER	BASEMENT 1	UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 24 FOR LEGEND

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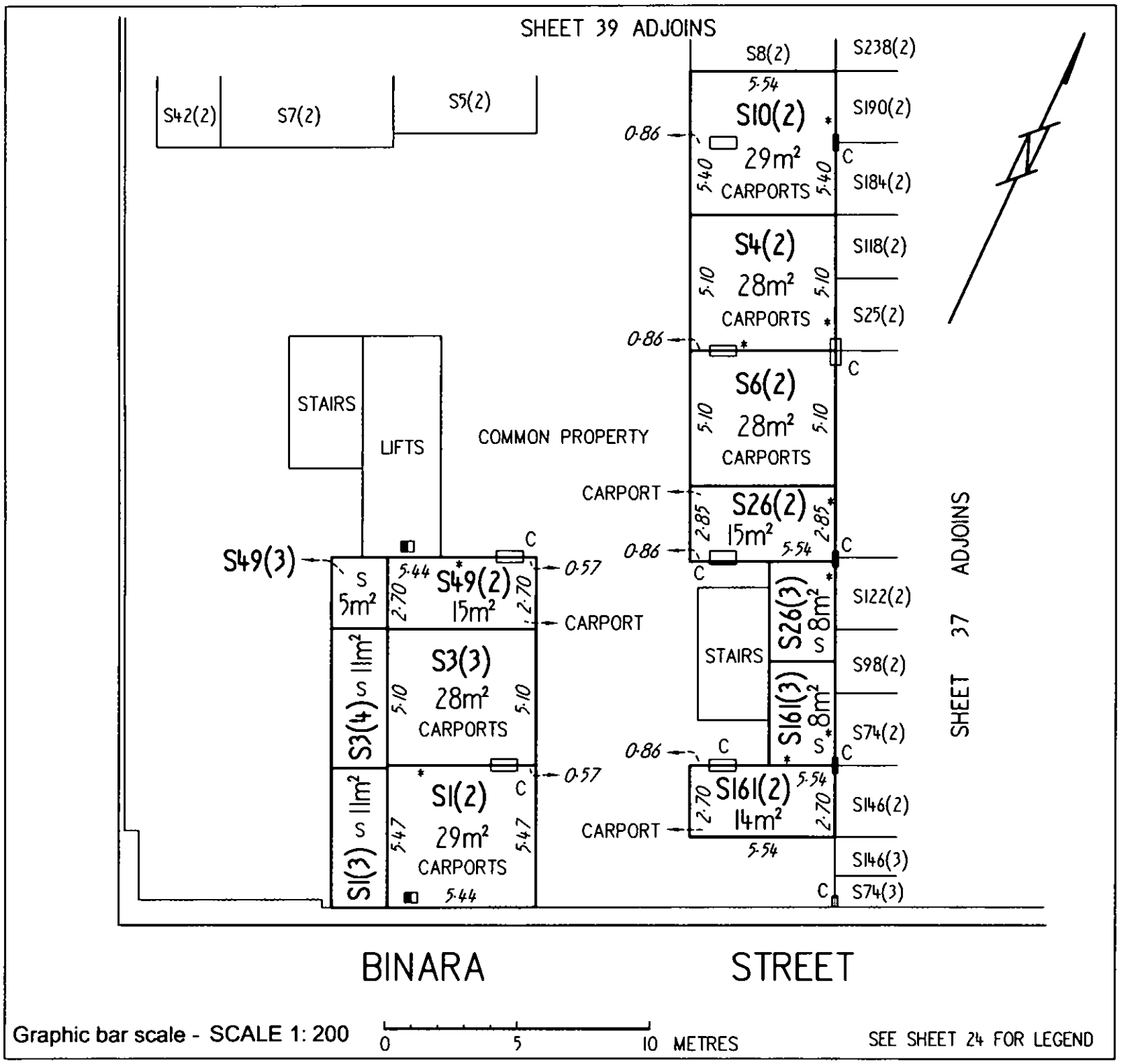
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 1	UNIT SUBSIDIARIES



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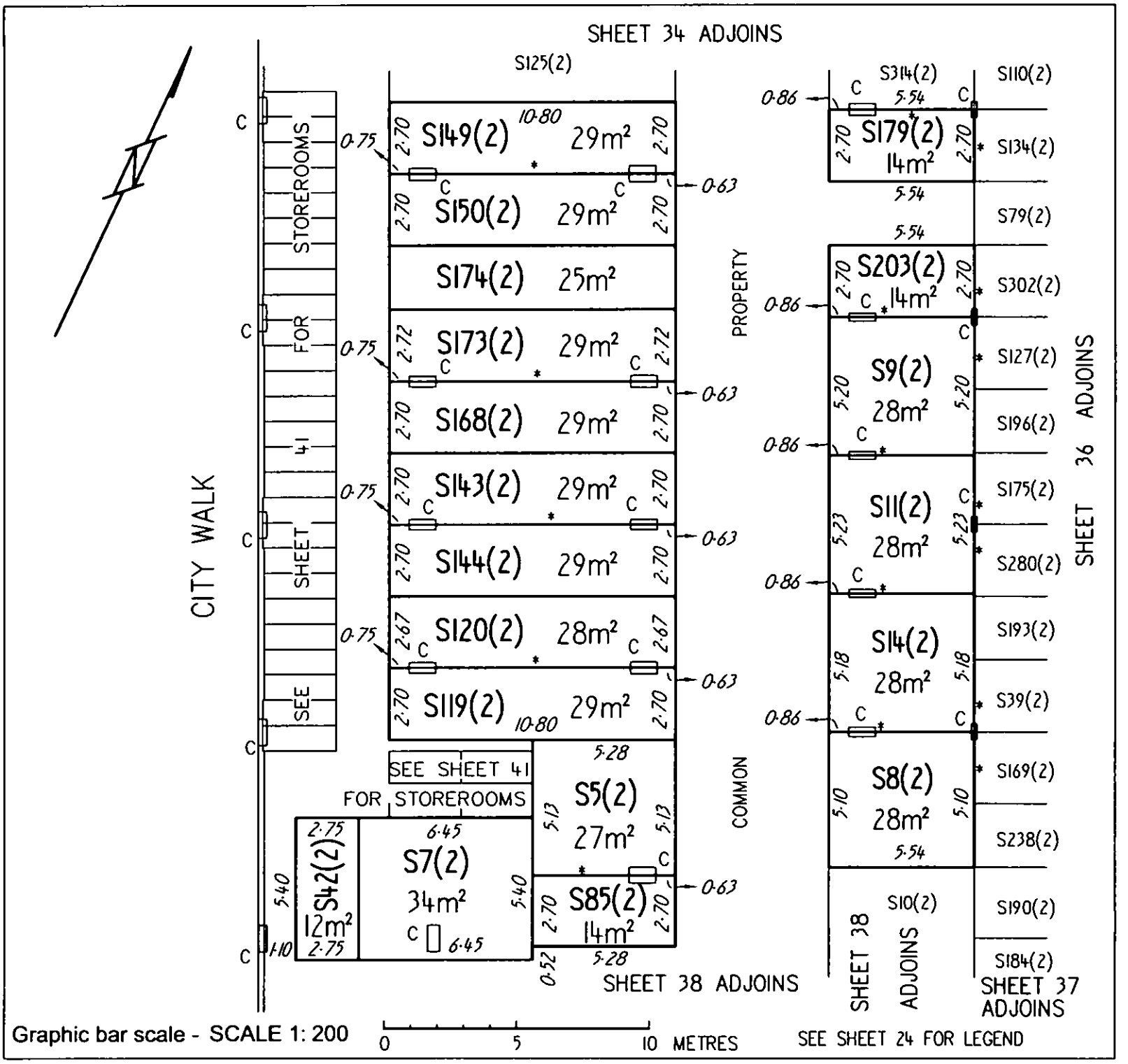
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 1	UNIT SUBSIDIARIES – CARPORTS



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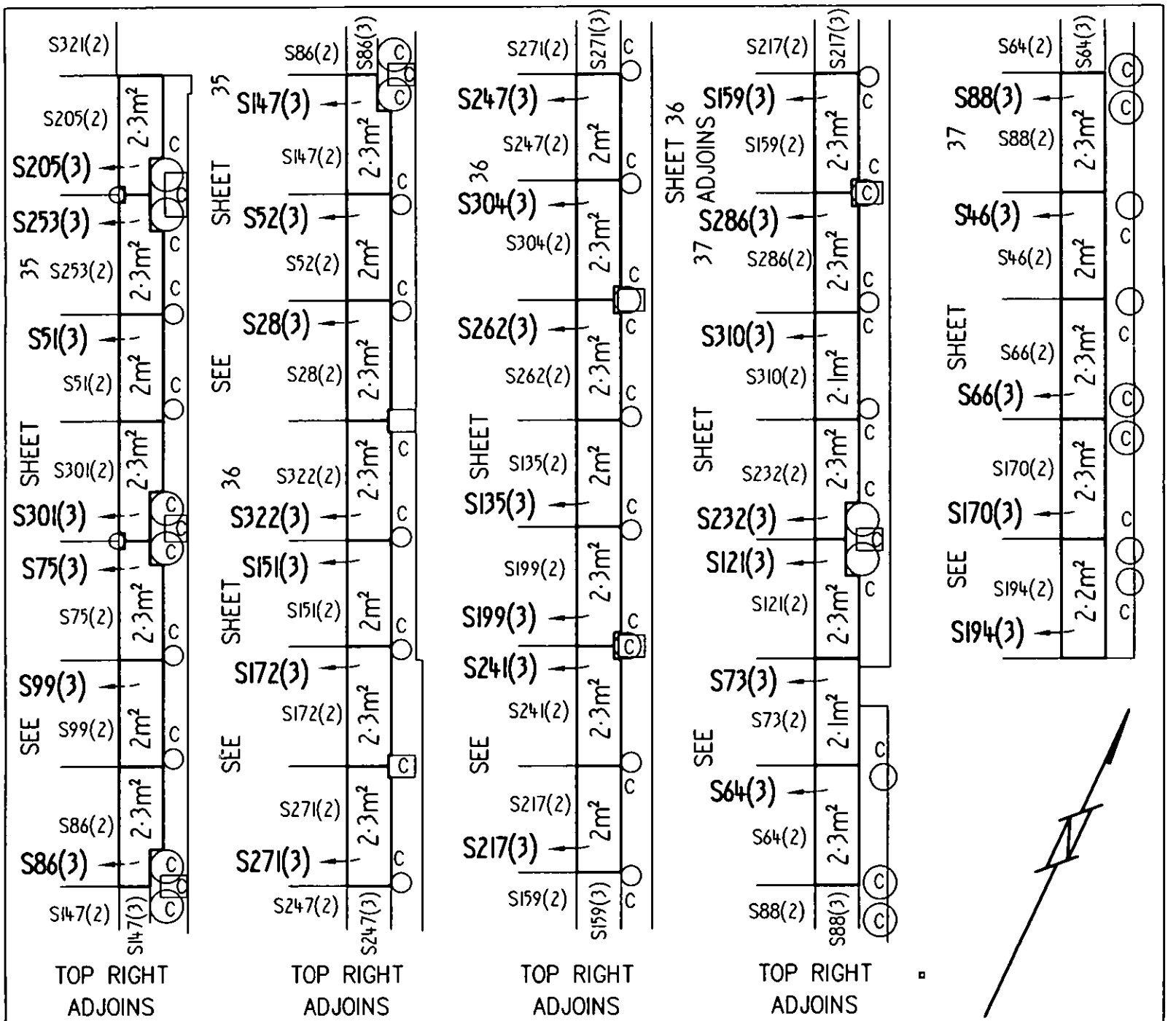
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	— —	3941

FLOOR NUMBER BASEMENT 1	UNIT SUBSIDIARIES – STOREROOMS



Graphic bar scale - SCALE 1: 125

SEE SHEET 24 FOR LEGEND

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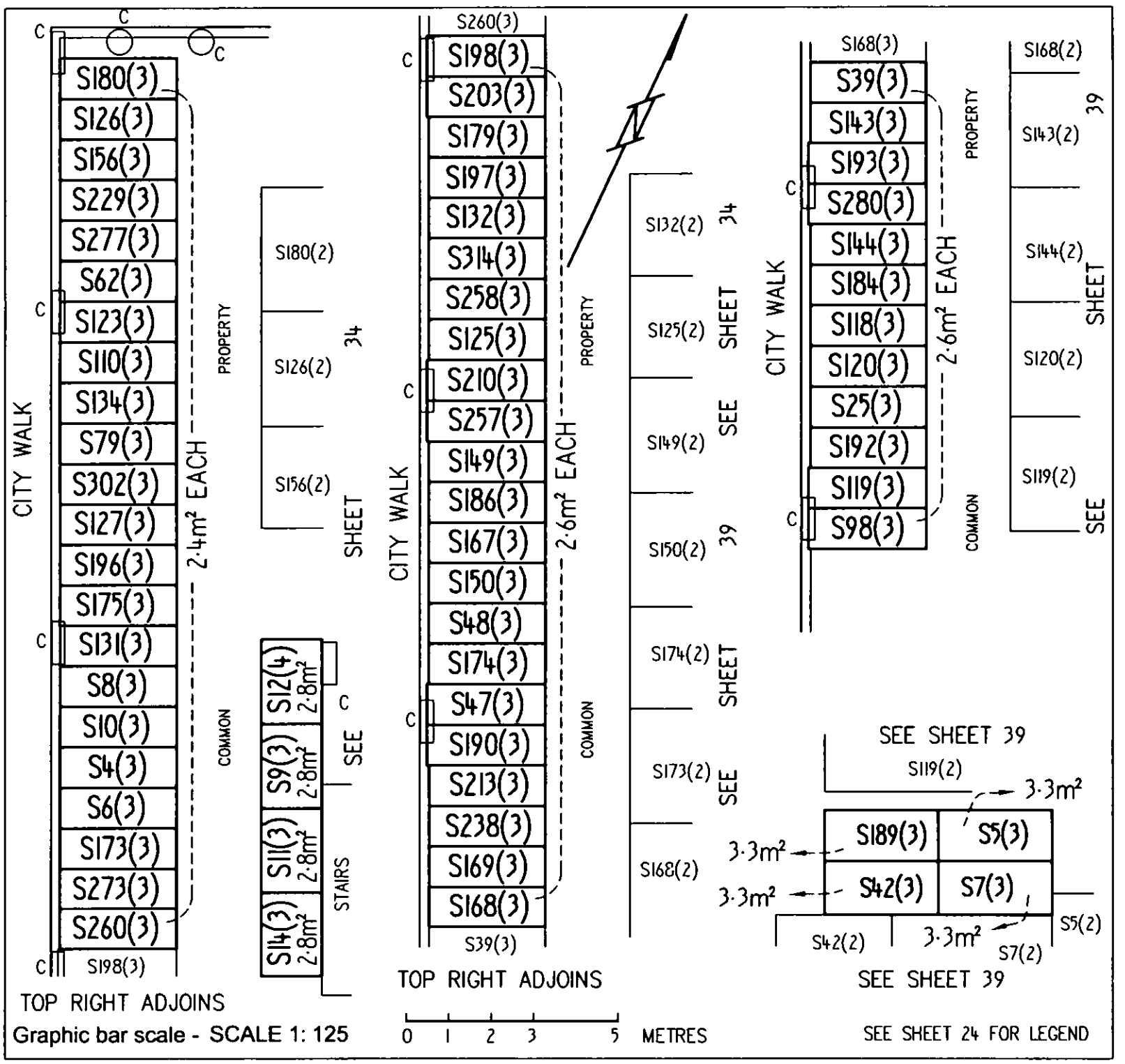
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 1	UNIT SUBSIDIARIES – STOREROOMS



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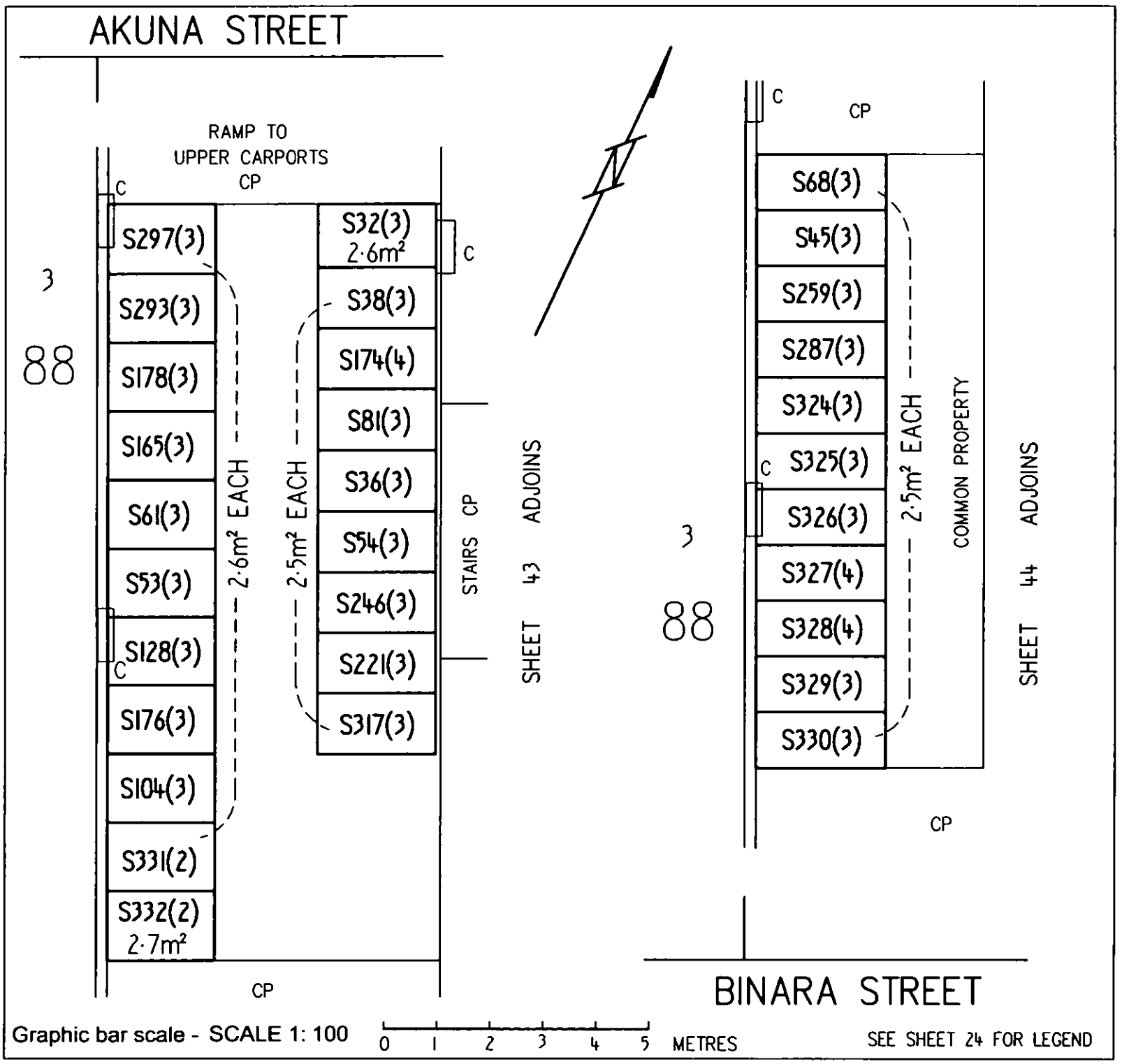
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER GROUND	UNIT SUBSIDIARIES – STOREROOMS



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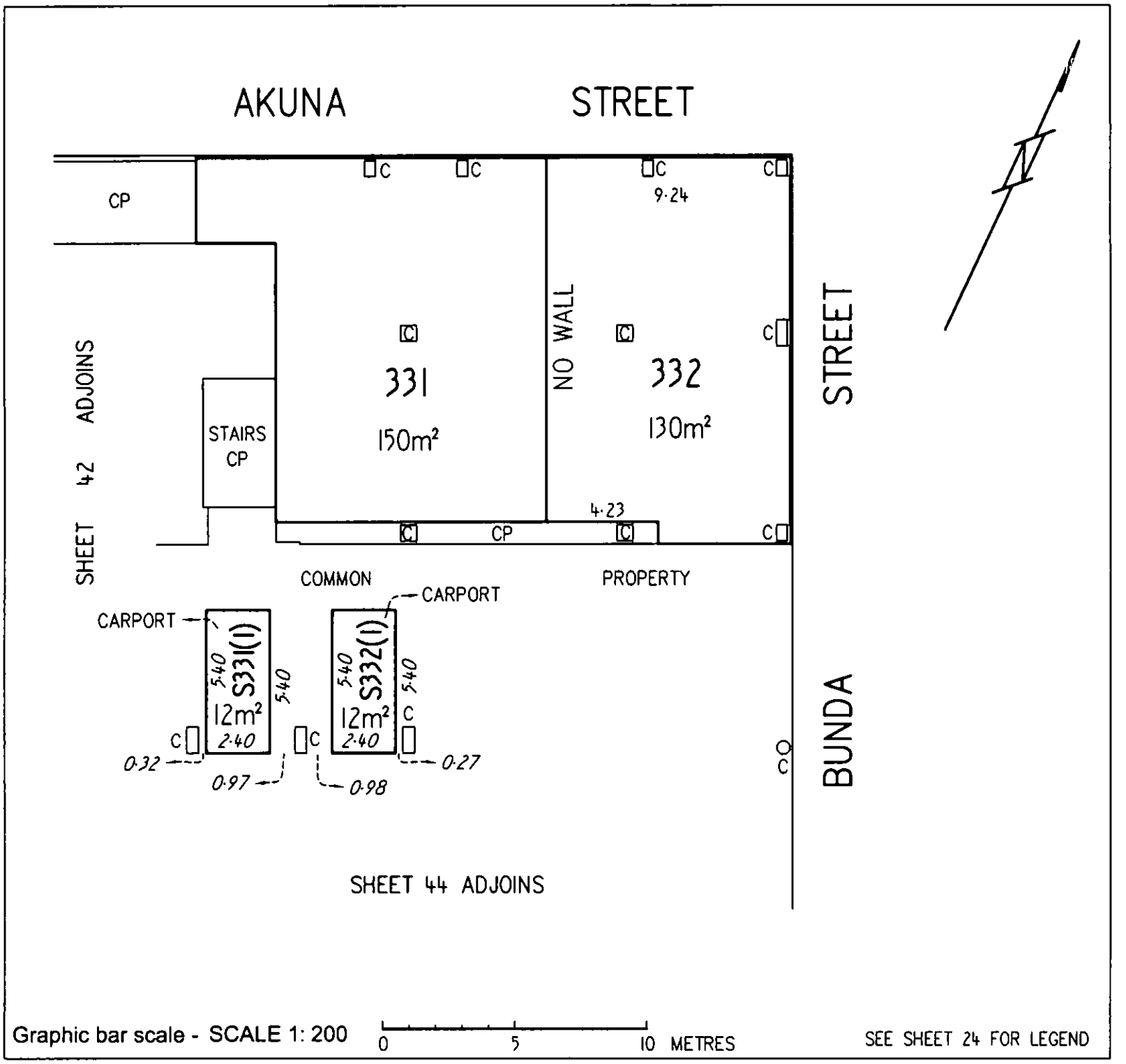
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS, PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	GROUND	UNIT & UNIT SUBSIDIARIES



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LAND TITLES

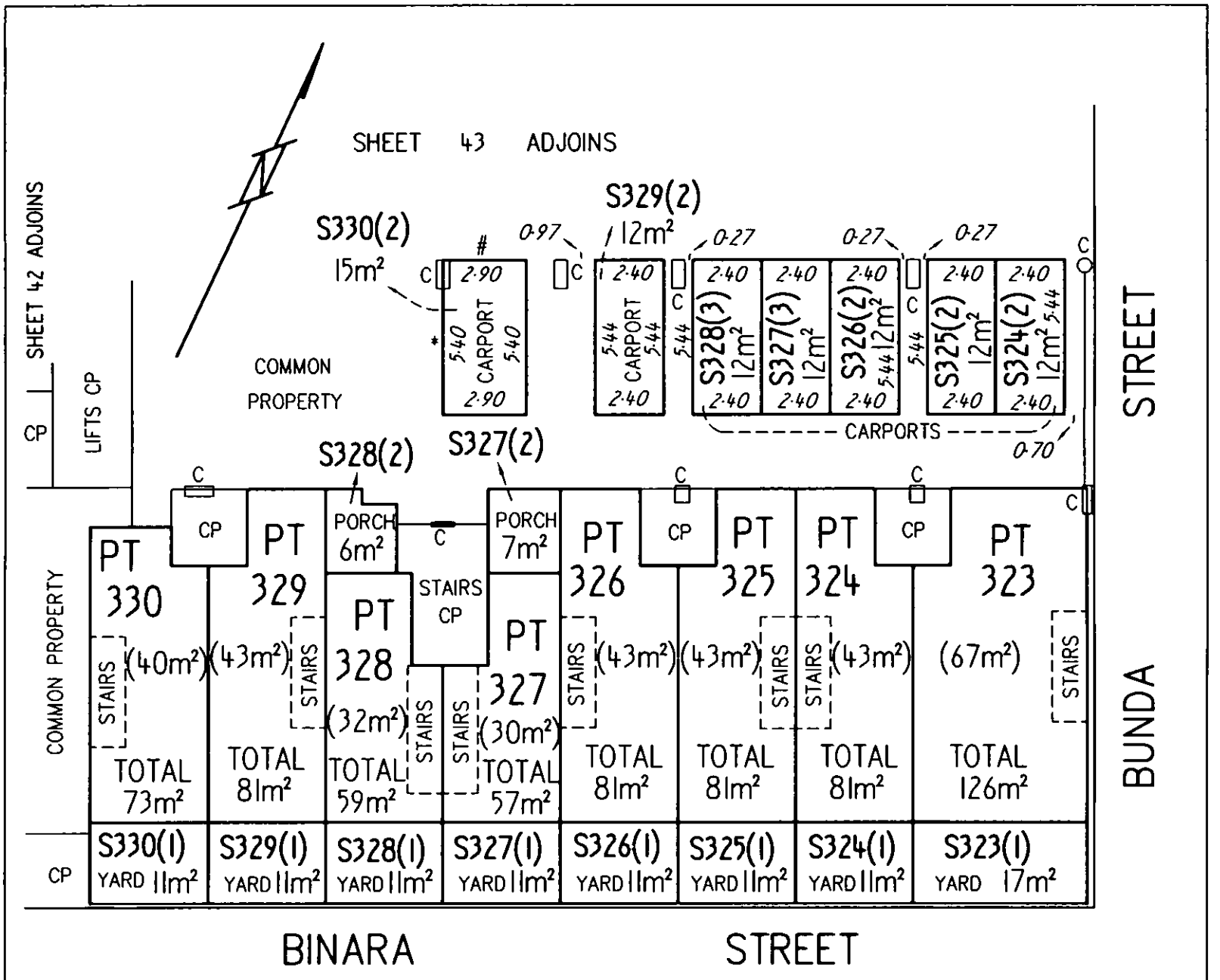
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	GROUND	UNIT & UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 24 FOR LEGEND

38 AKUNA PTY LIMITED BY ITS ATTORNEY
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LAND TITLES
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Department of Justice and Community Safety

Form 091 - FP

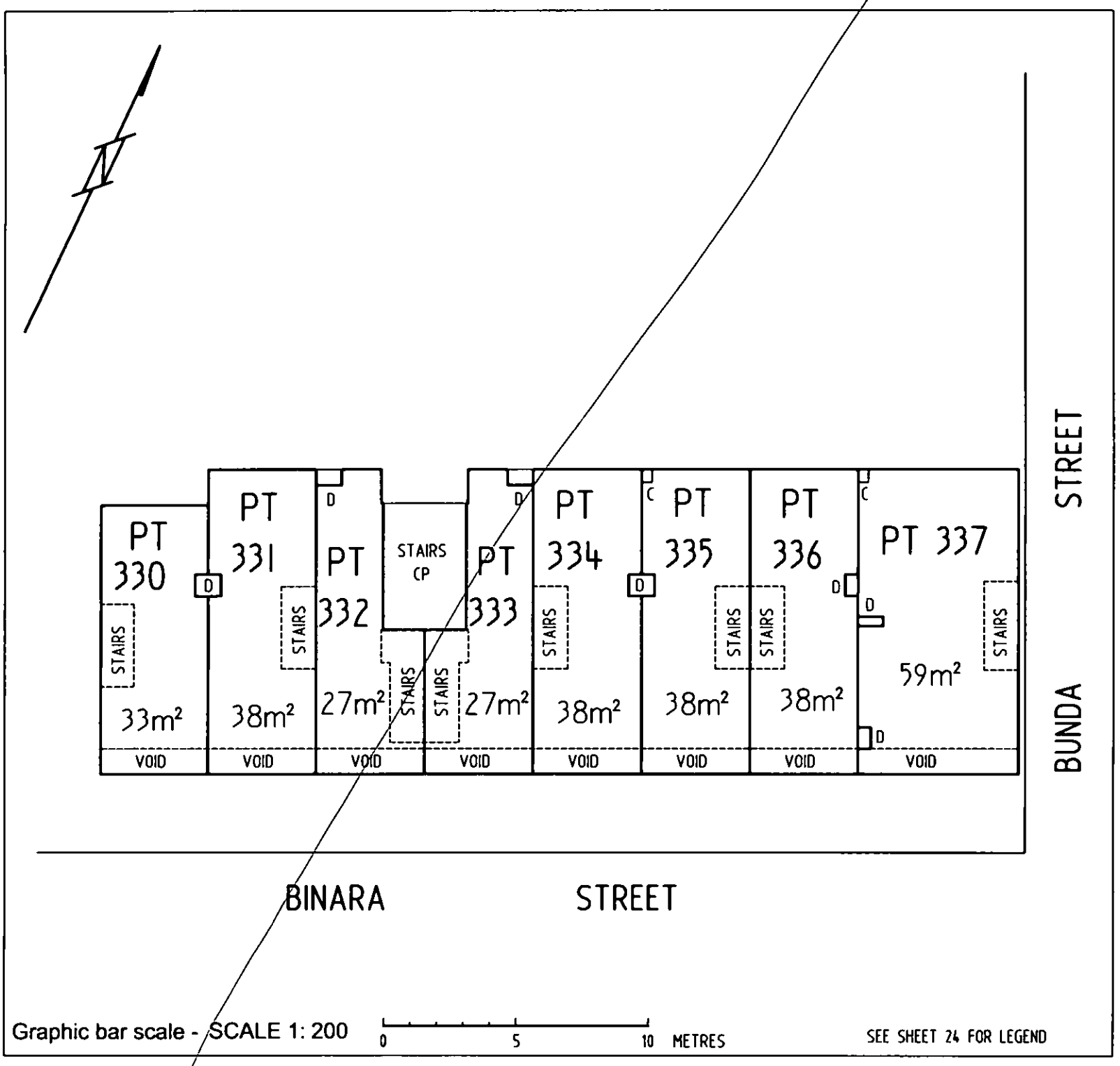
REGISTERED 13/9/2017

REPLACEMENT SHEET ISSUED
REFER ~~ALSP~~ CRE 2111133

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	MEZZANINE	A



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 24 FOR LEGEND

38 AKUNA PTY LIMITED BY ITS ATTORNEY
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REGISTRATION NO· 0138771

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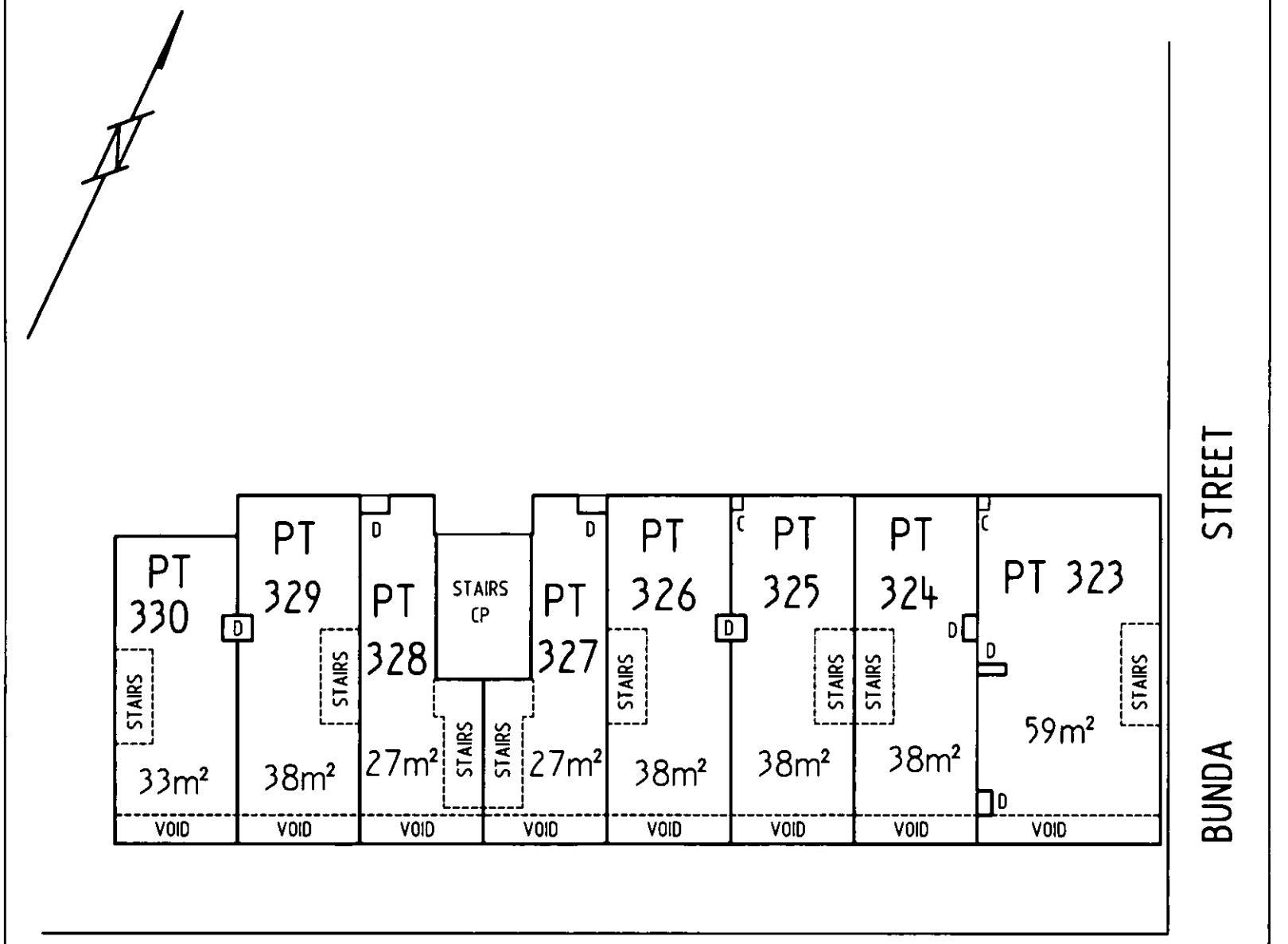
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	MEZZANINE	A



Graphic bar scale - SCALE 1: 200

0 10 METRES

ALEXANDRA THOMAS ON BEHALF OF THE OWNERS CORPORATION OF UP 3941

SEE SHEET 24 FOR LEGEND

~~38 AKUNA PTY LIMITED BY ITS ATTORNEY~~
ALFONSO DEL RIO
~~PURSUANT TO POWER OF ATTORNEY ACT~~
~~REGISTRATION NO 013877f~~

ALEXANDRA THOMAS ON BEHALF OF THE OWNERS CORPORATION OF UP 3941

Registered Proprietor

THE OWNERS - UNITS PLAN NO. 3941
Common Seal

Lyn Tankey

Delegate of the
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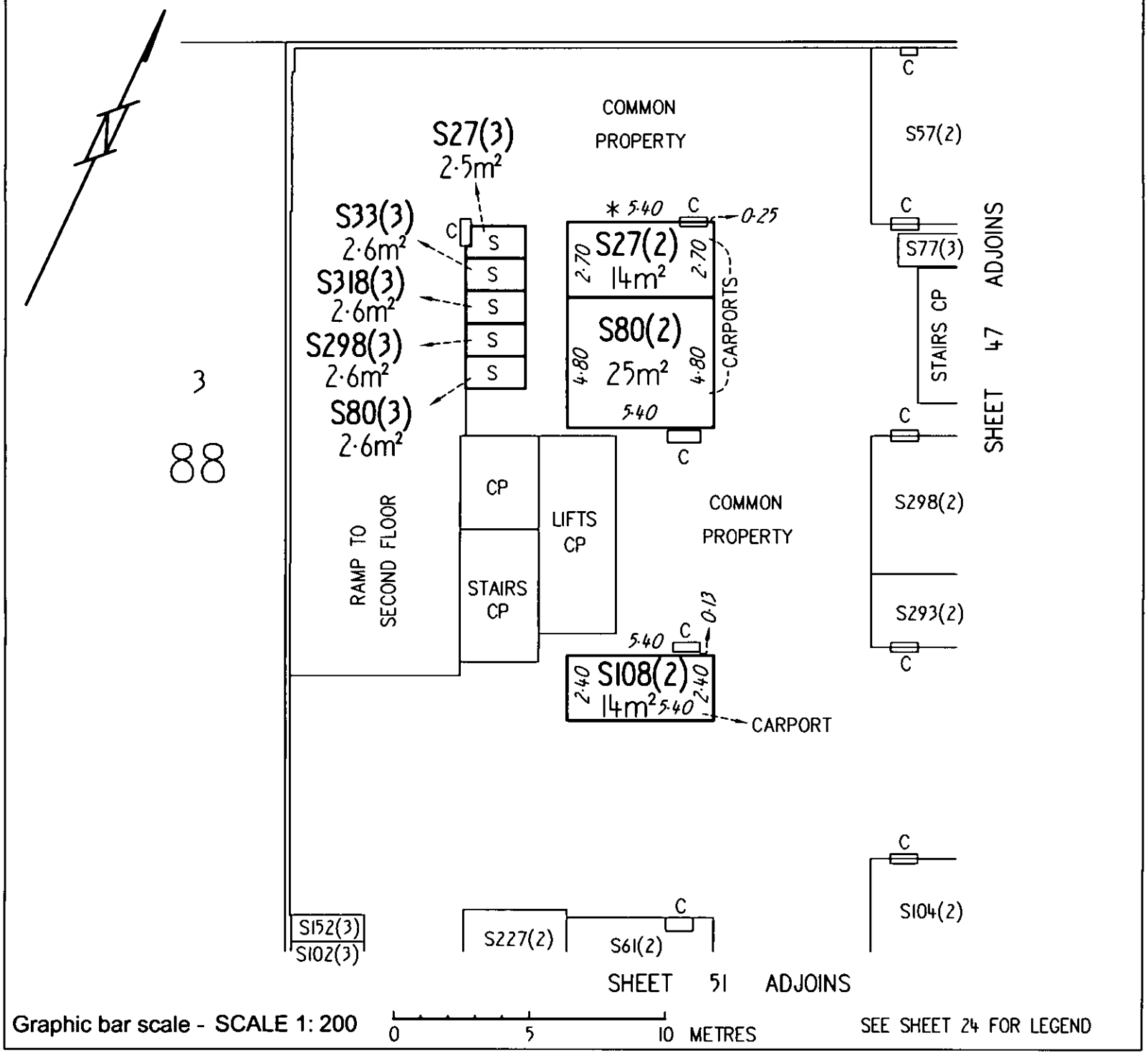
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	FIRST	UNIT SUBSIDIARIES



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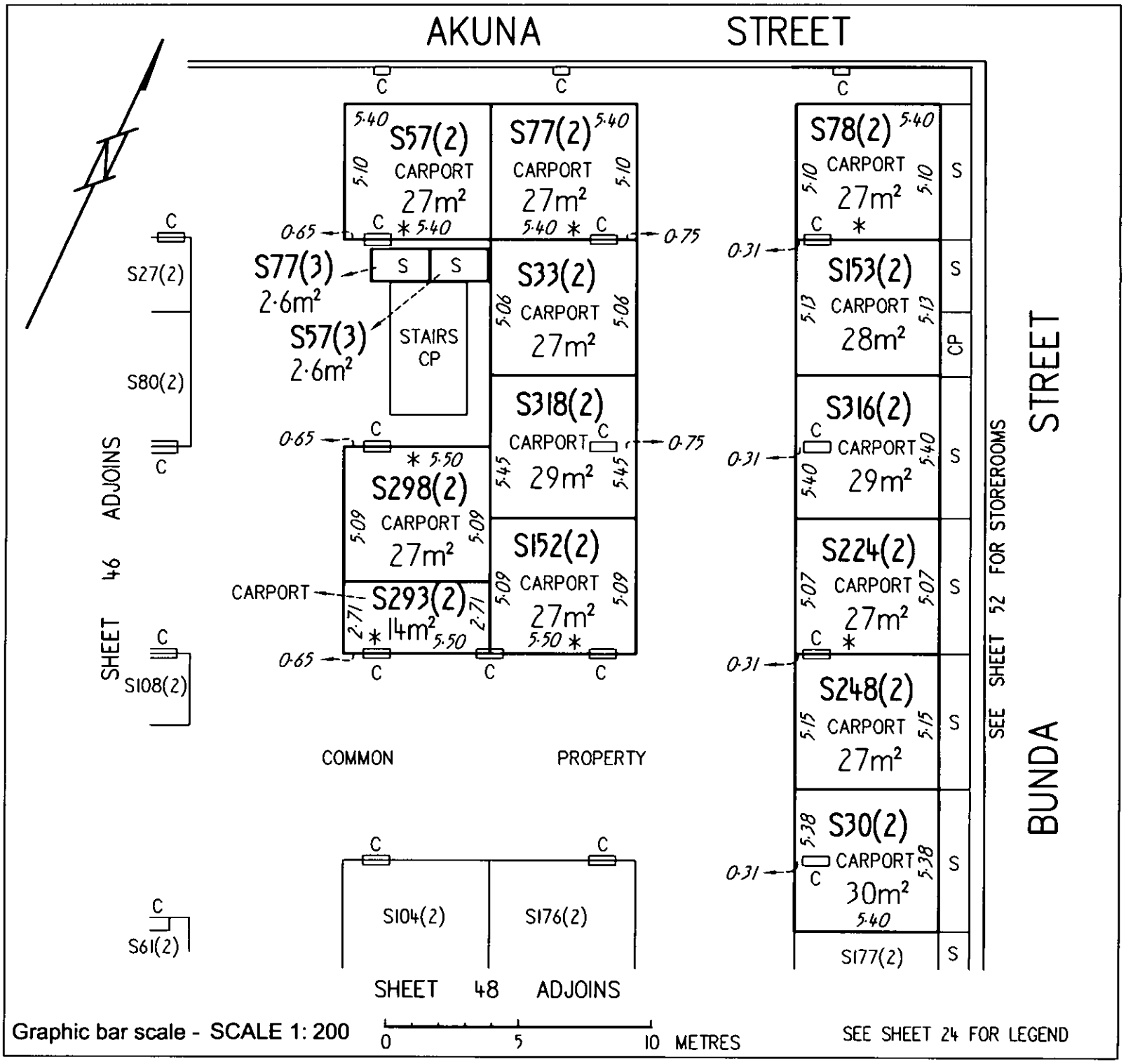
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	FIRST	UNIT SUBSIDIARIES



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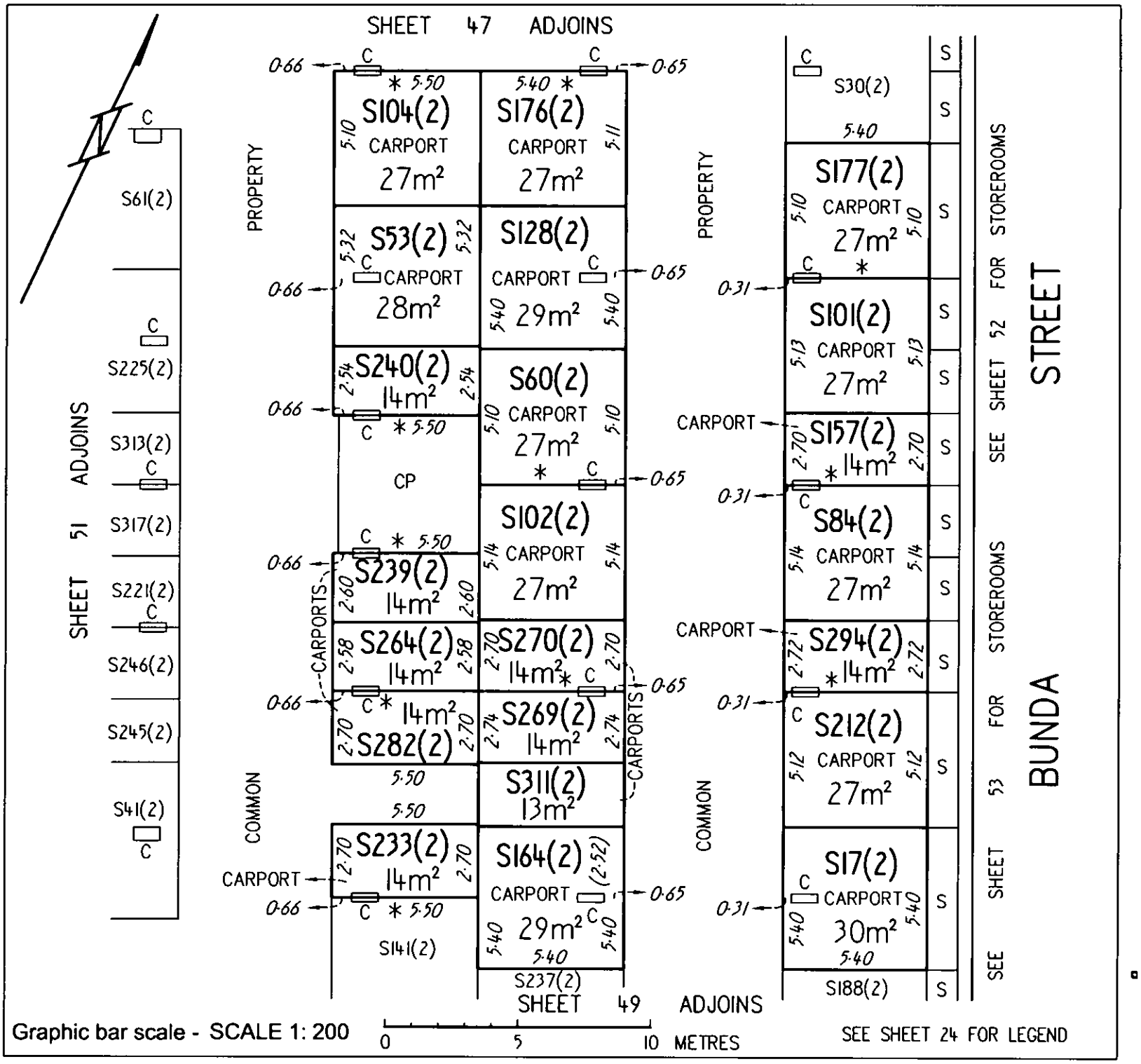
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	FIRST	UNIT SUBSIDIARIES



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LAND TITLES

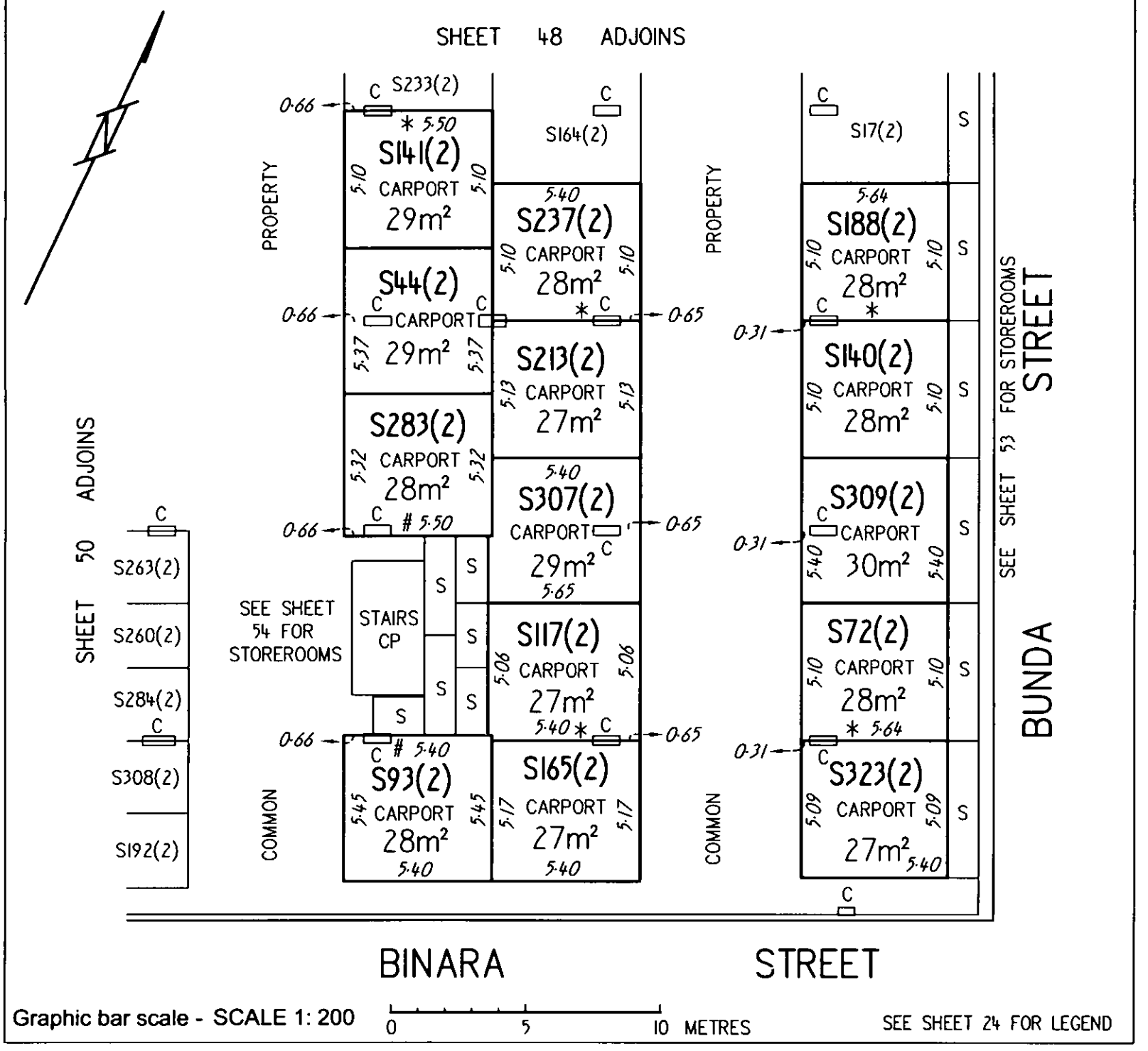
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	FIRST	UNIT SUBSIDIARIES



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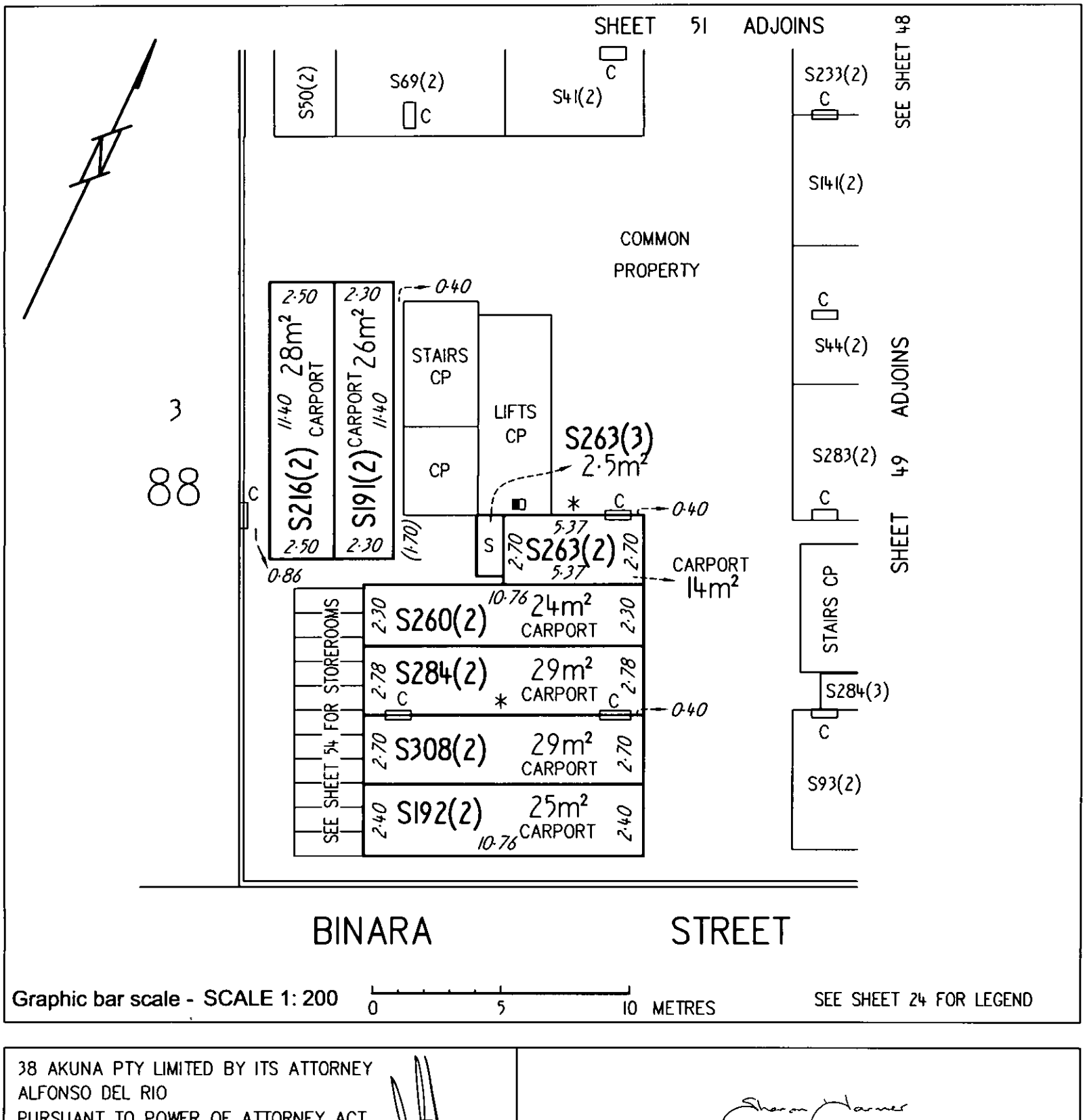
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	FIRST	UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO· 013877I

C

Registered Proprietor

Sharon Harmer

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

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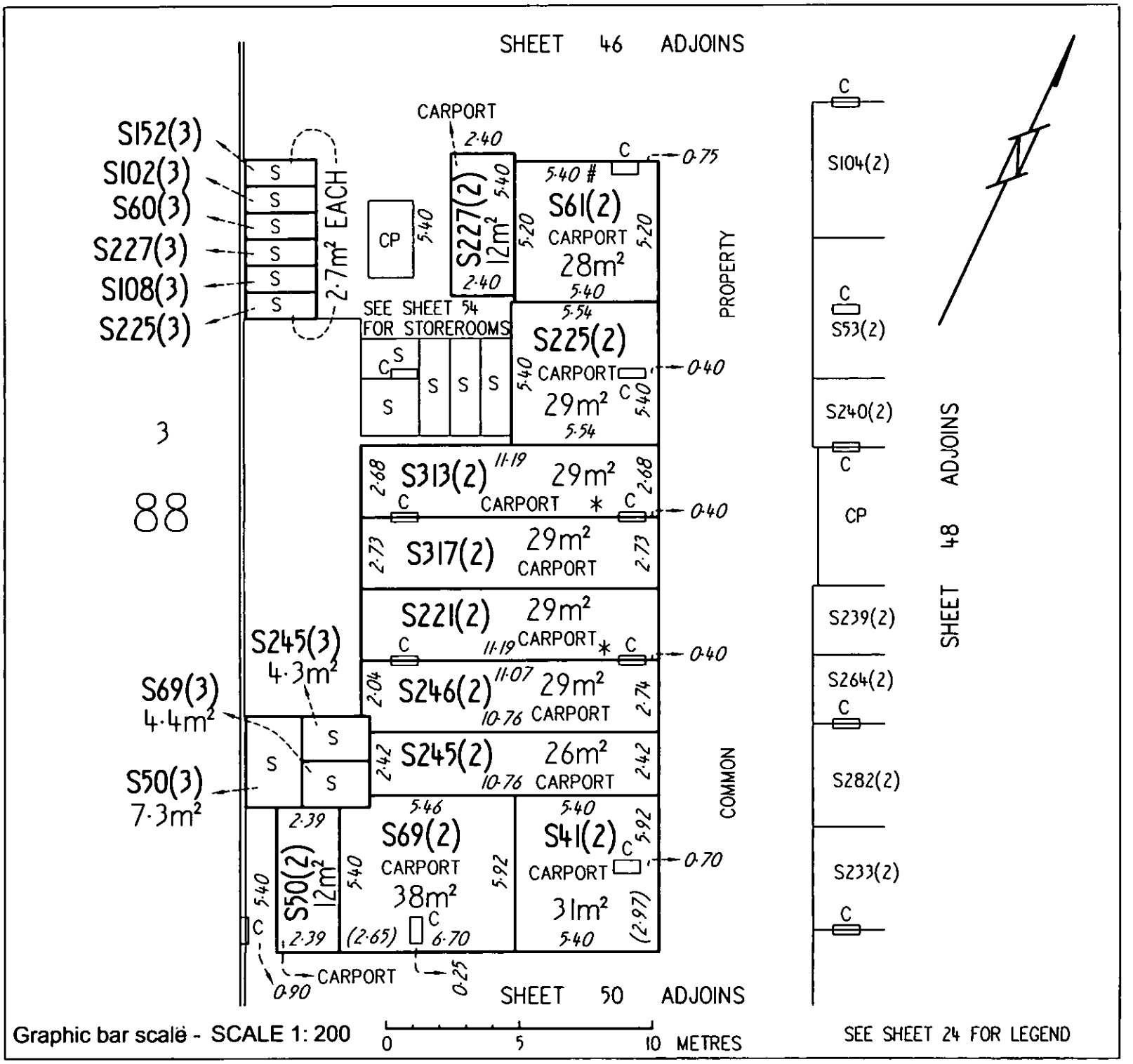
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	FIRST	UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO- 0138771

C

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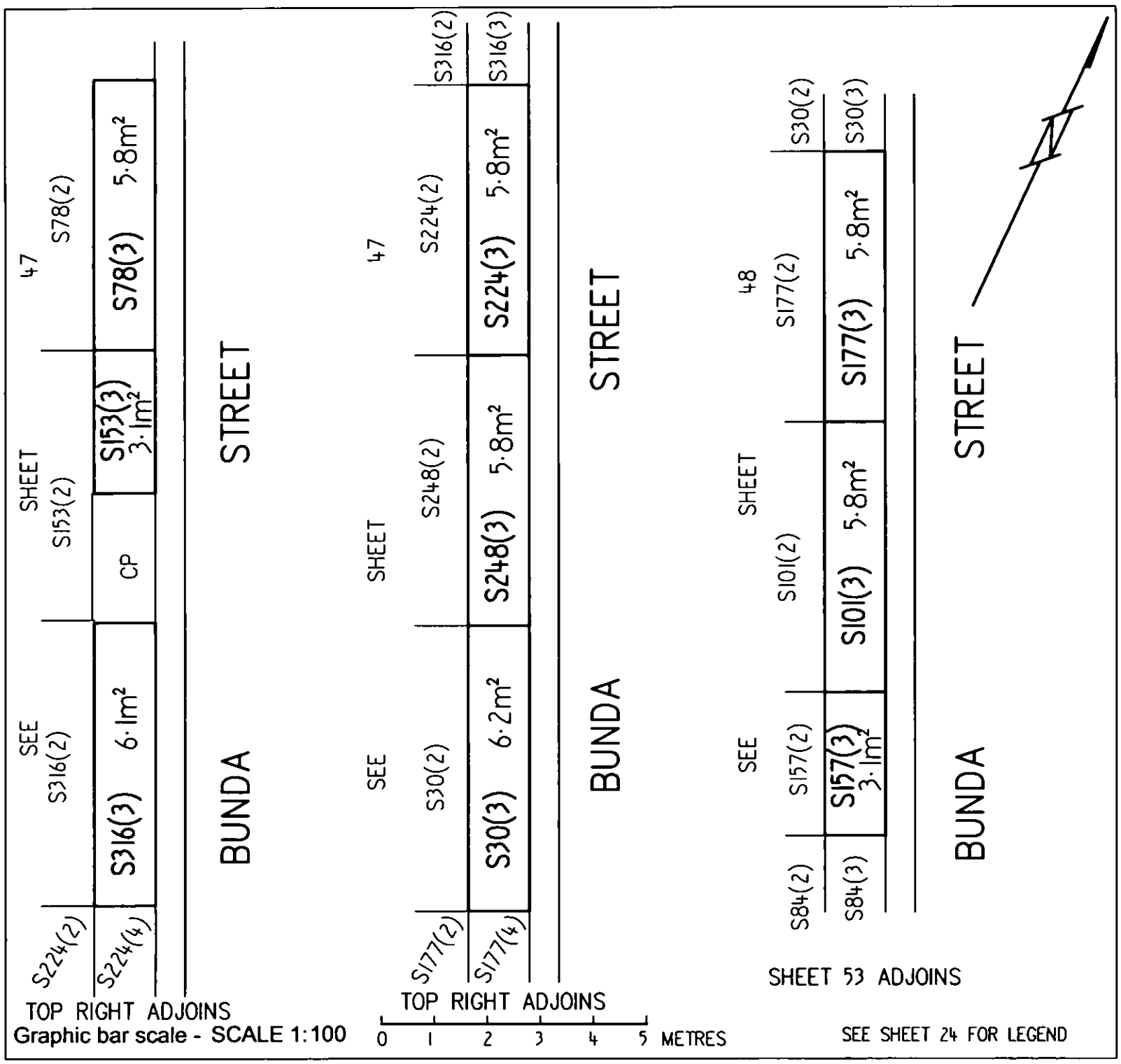
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	FIRST	UNIT SUBSIDIARIES–STOREROOMS



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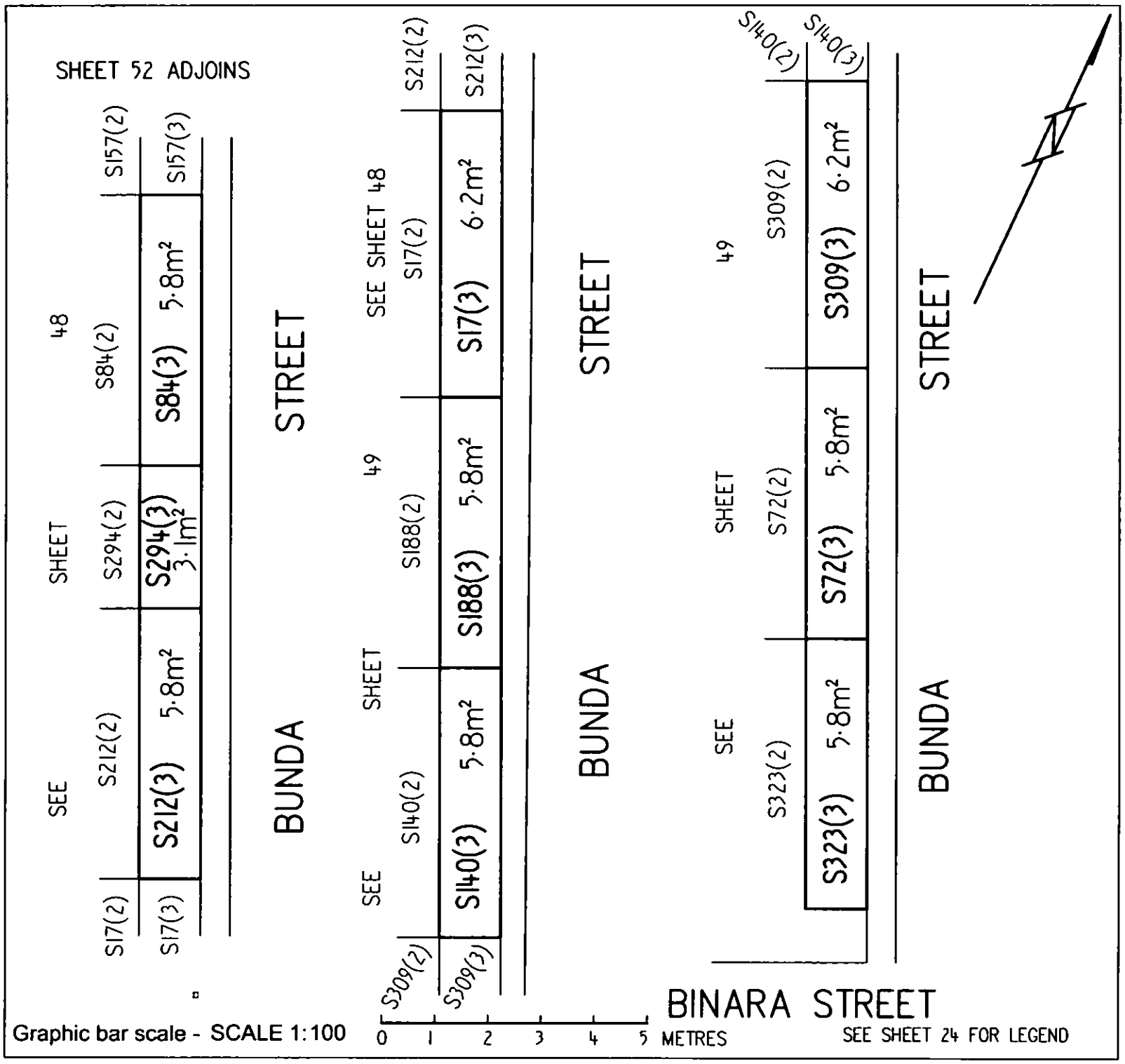
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER FIRST	UNIT SUBSIDIARIES–STOREROOMS



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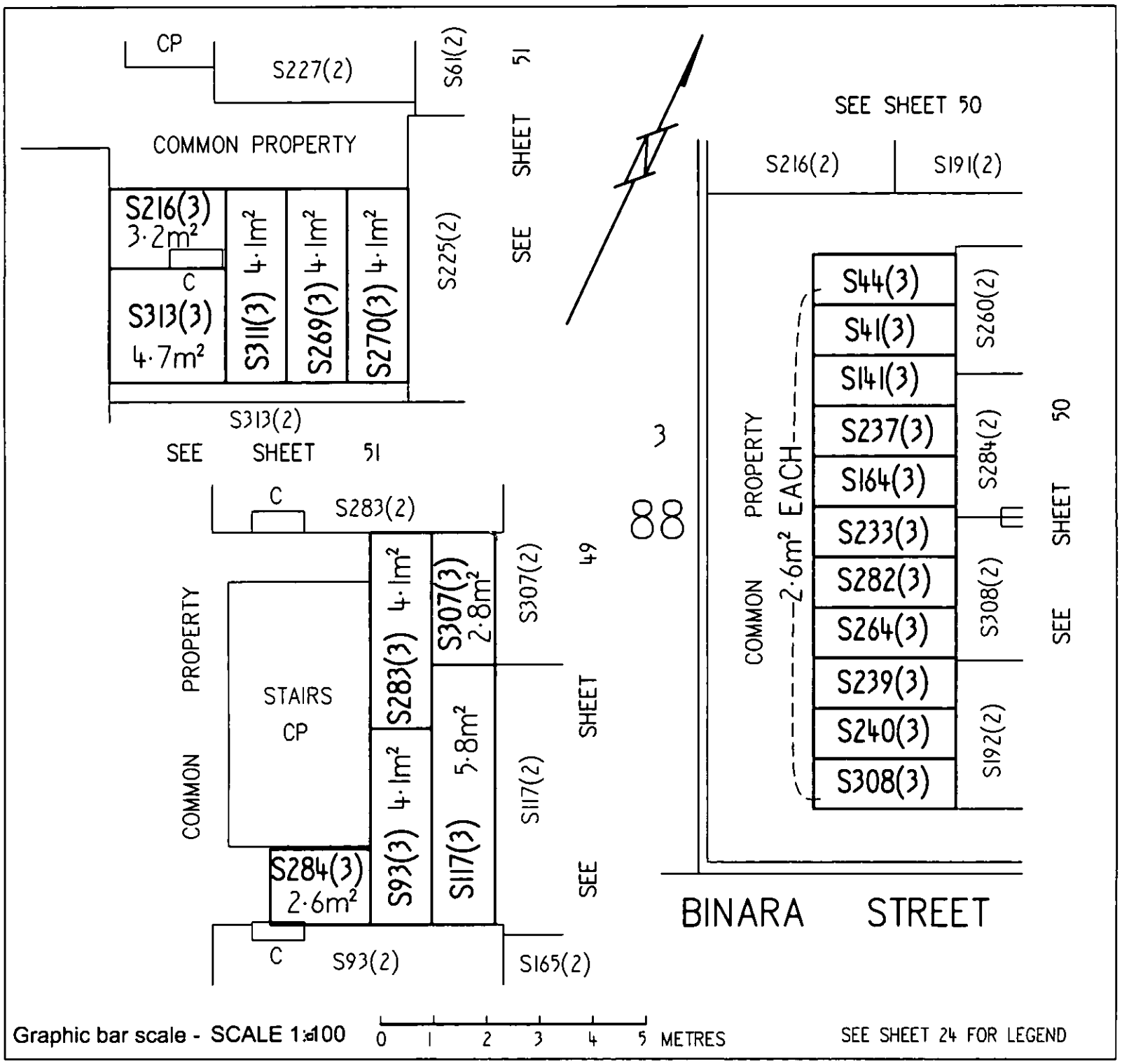
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	FIRST	UNIT SUBSIDIARIES–STOREROOMS



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Registered Proprietor

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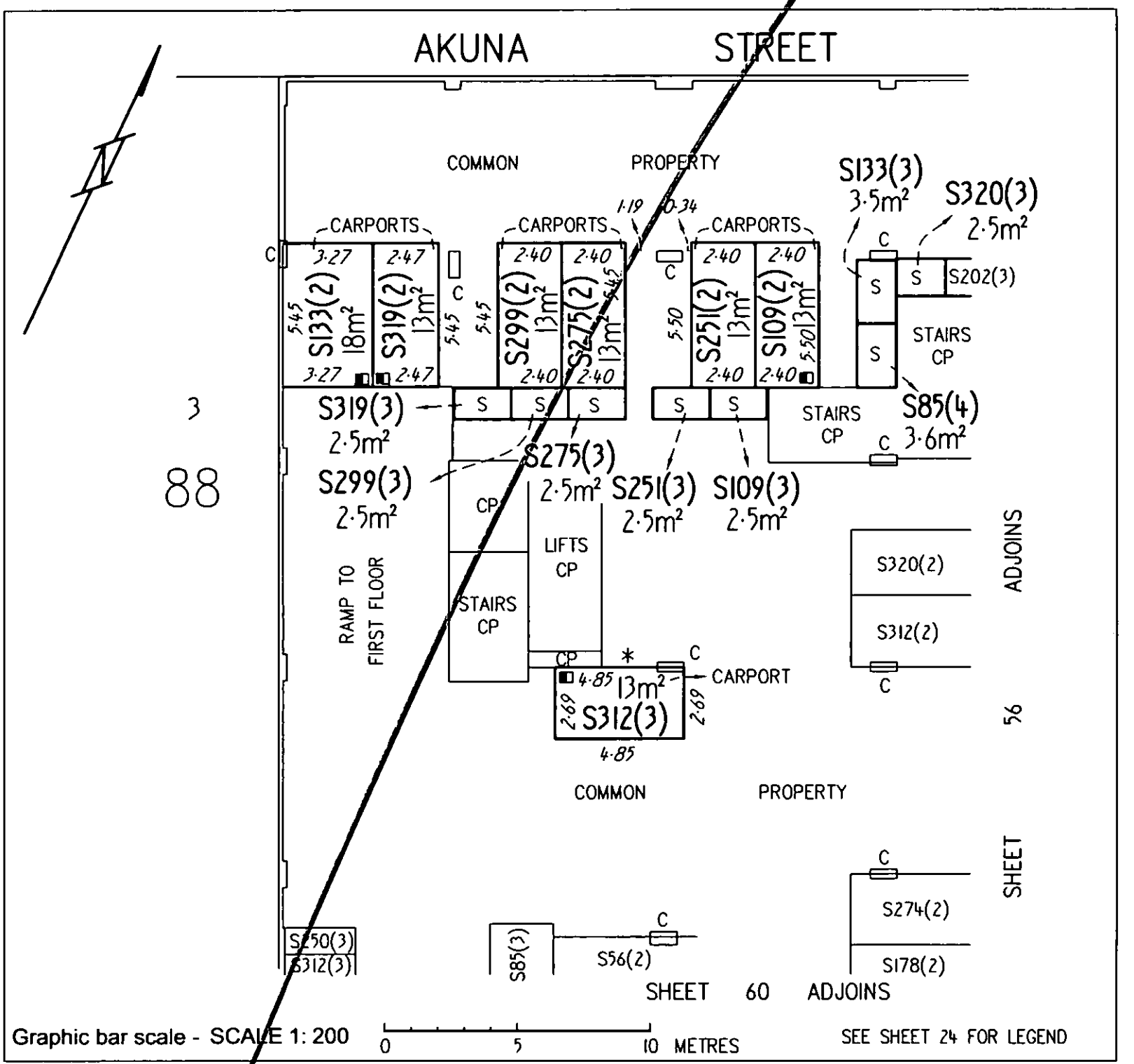
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FLOOR PLAN

REPLACEMENT SHEET ISSUED
REFER CR 1912996
REGISTERED 28 APRIL 2014

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
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REGISTRATION NO. 038771

Registered Proprietor

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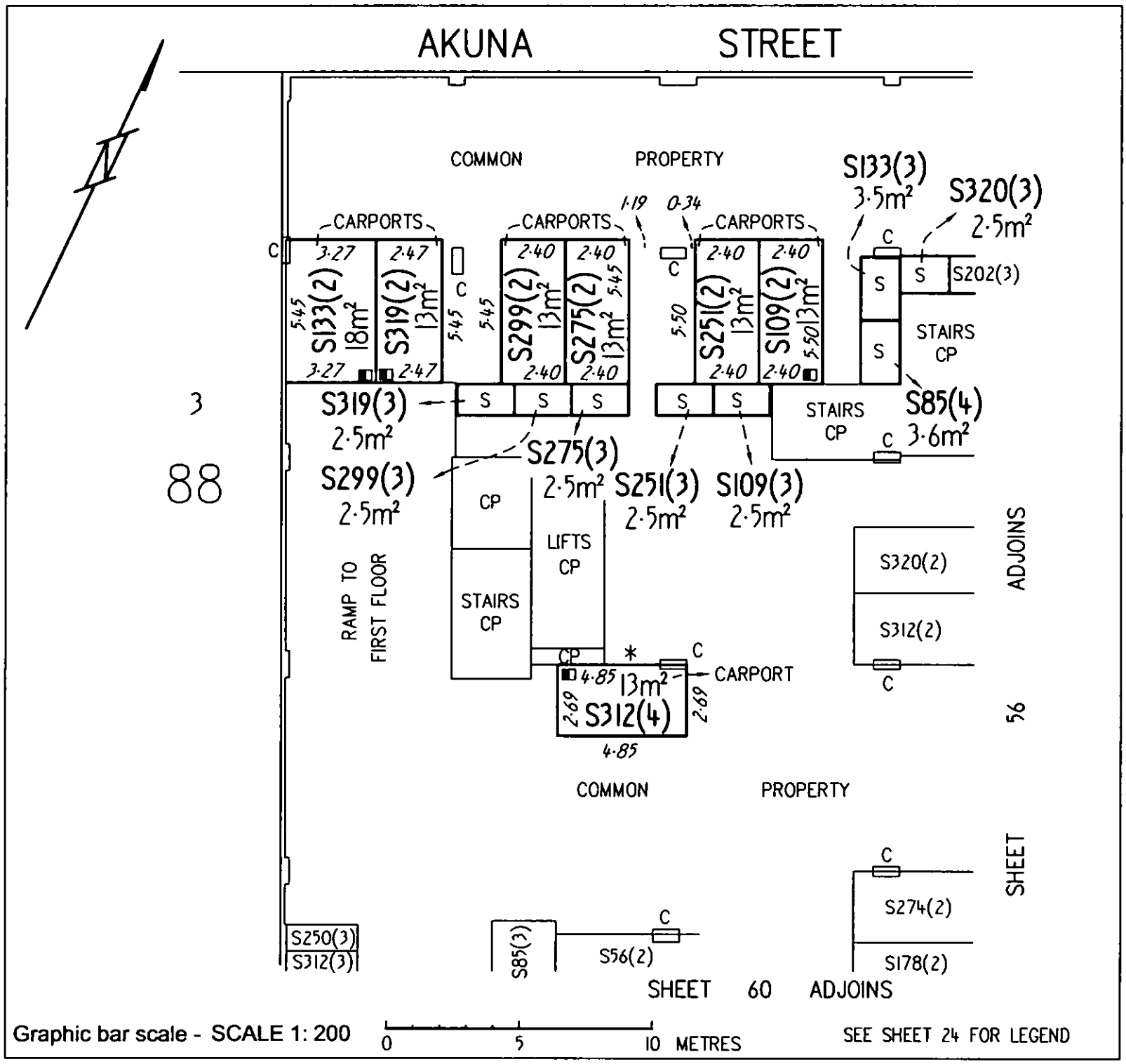
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



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REGISTRATION NO· 0138771

Registered Proprietor

Lyn Tankey

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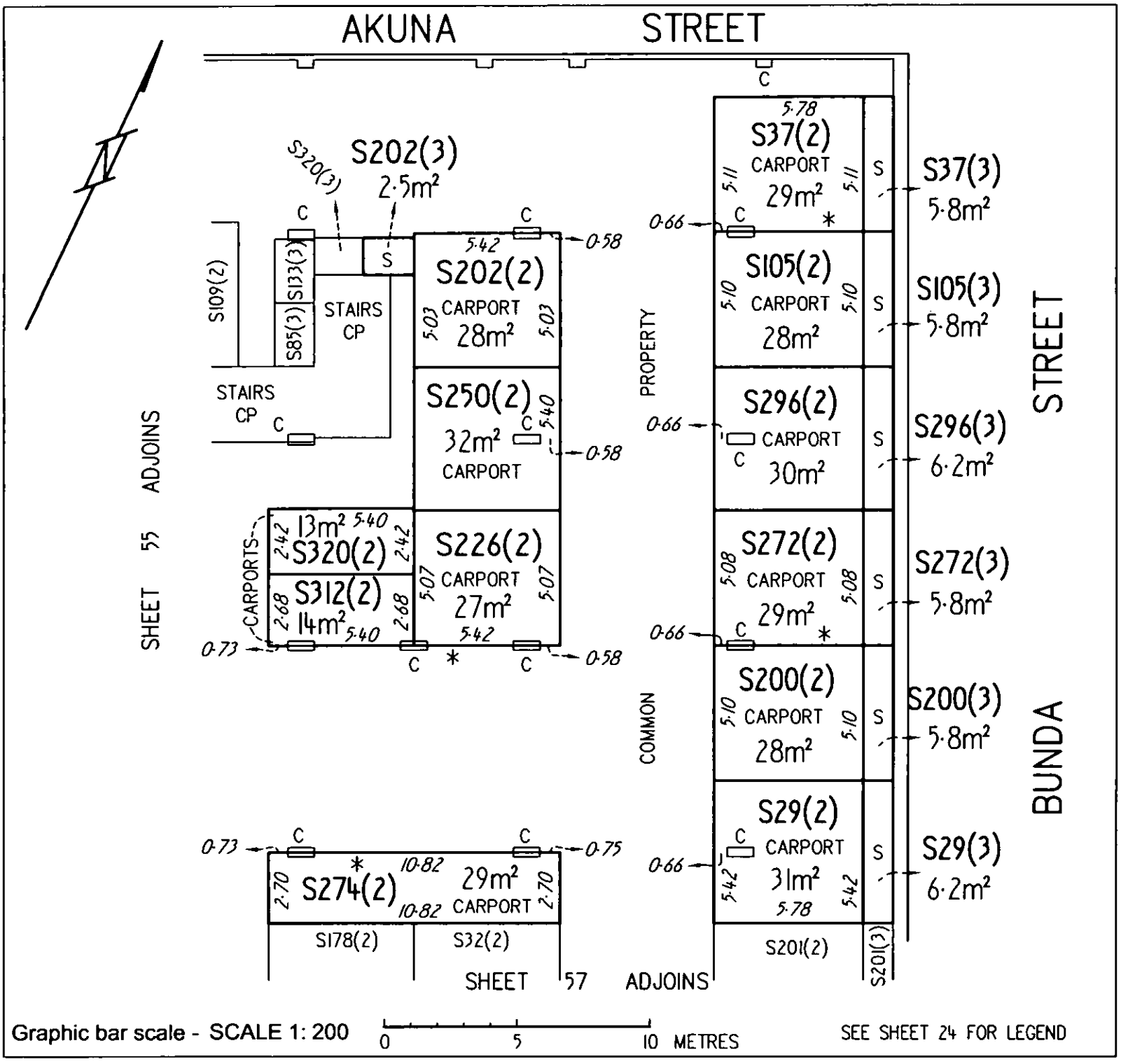
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



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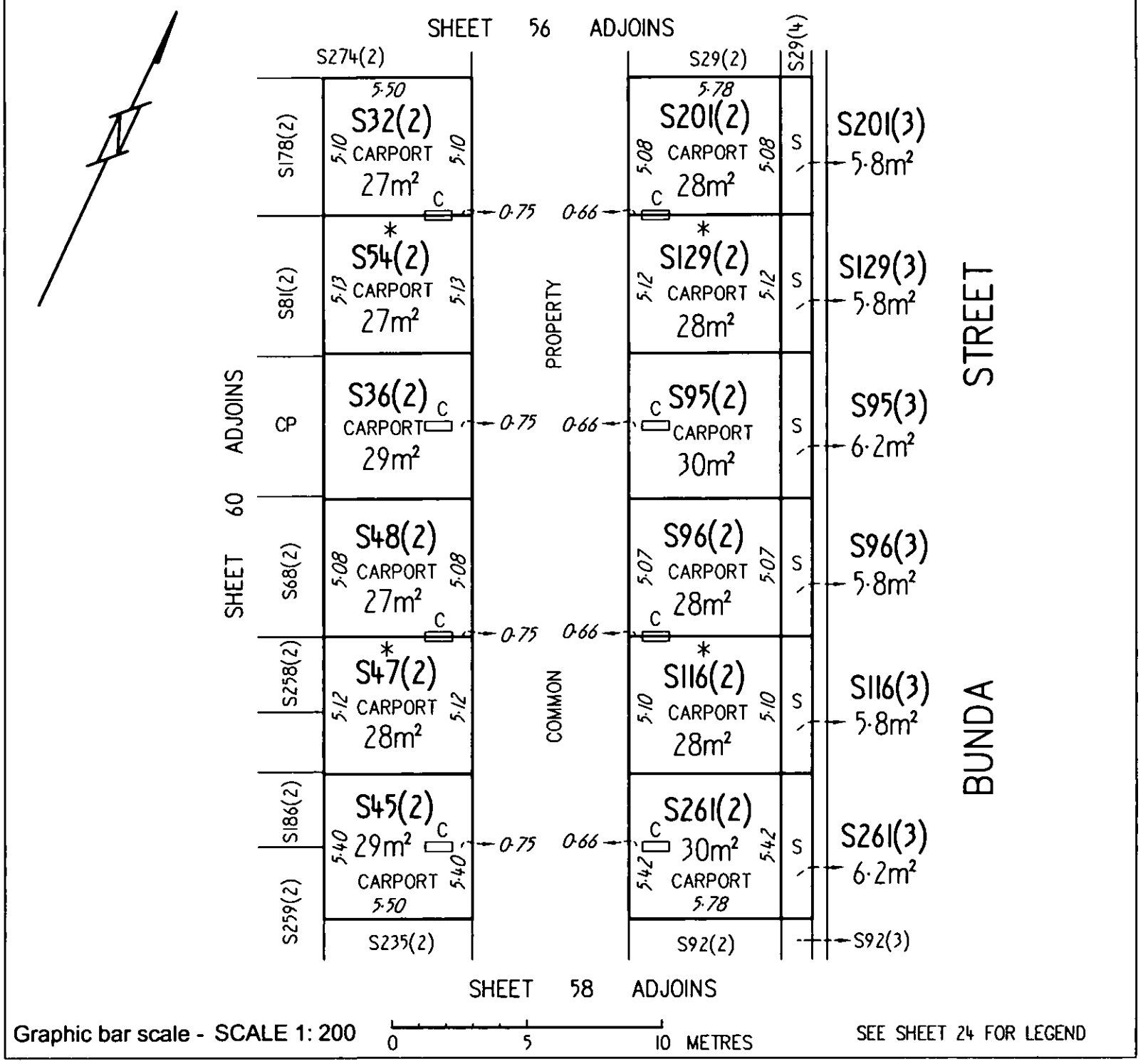
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



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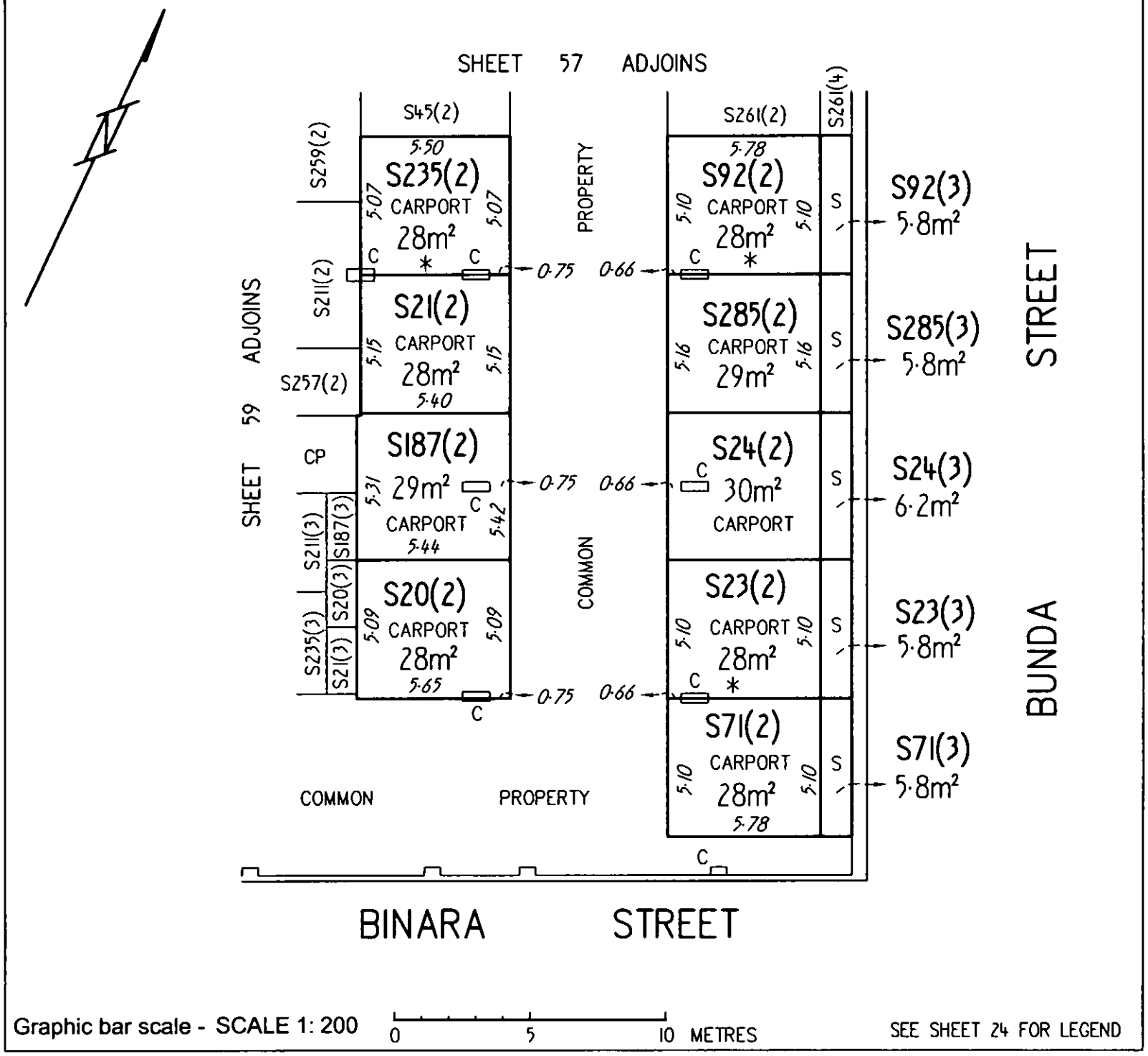
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 24 FOR LEGEND

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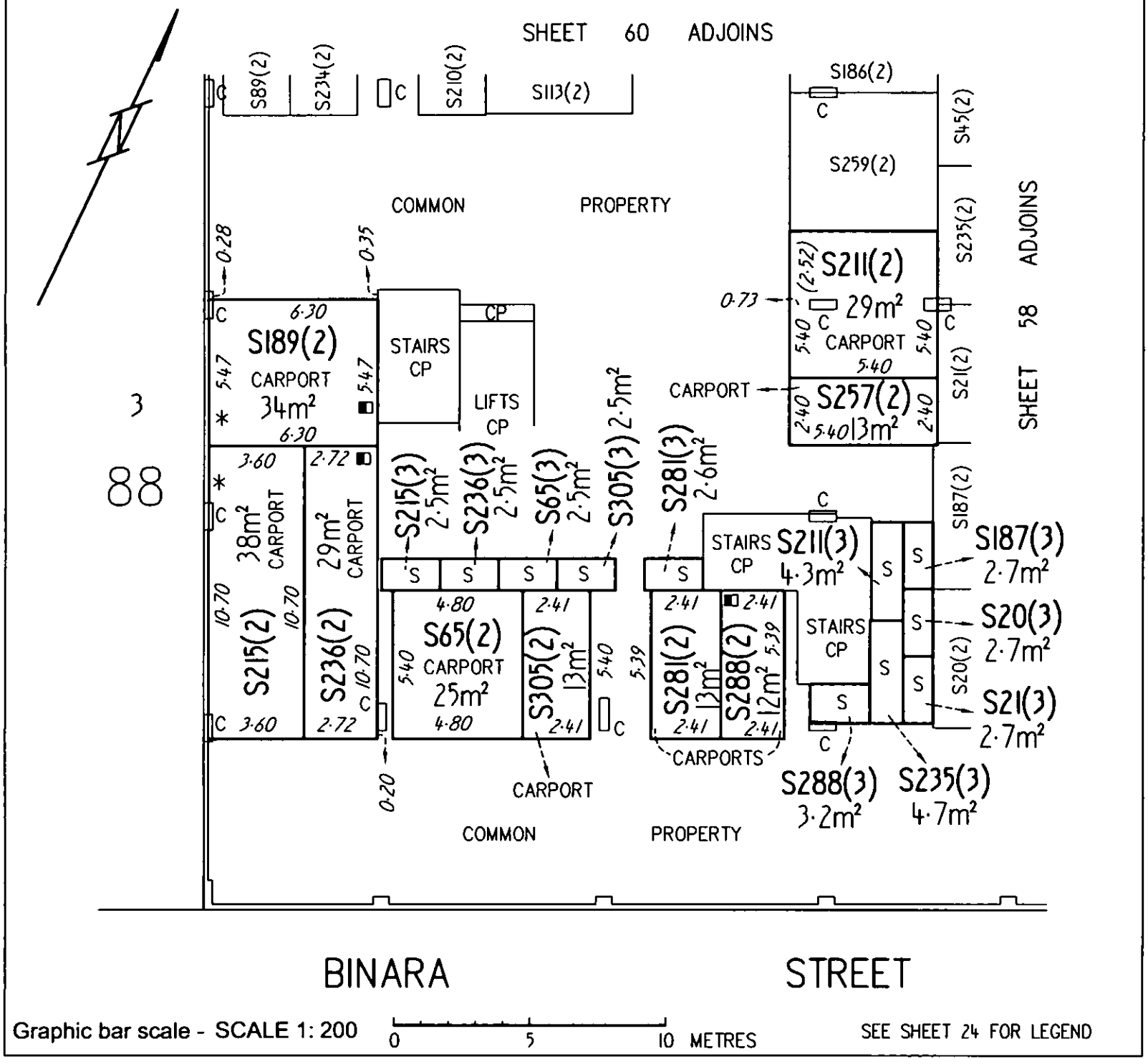
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 24 FOR LEGEND

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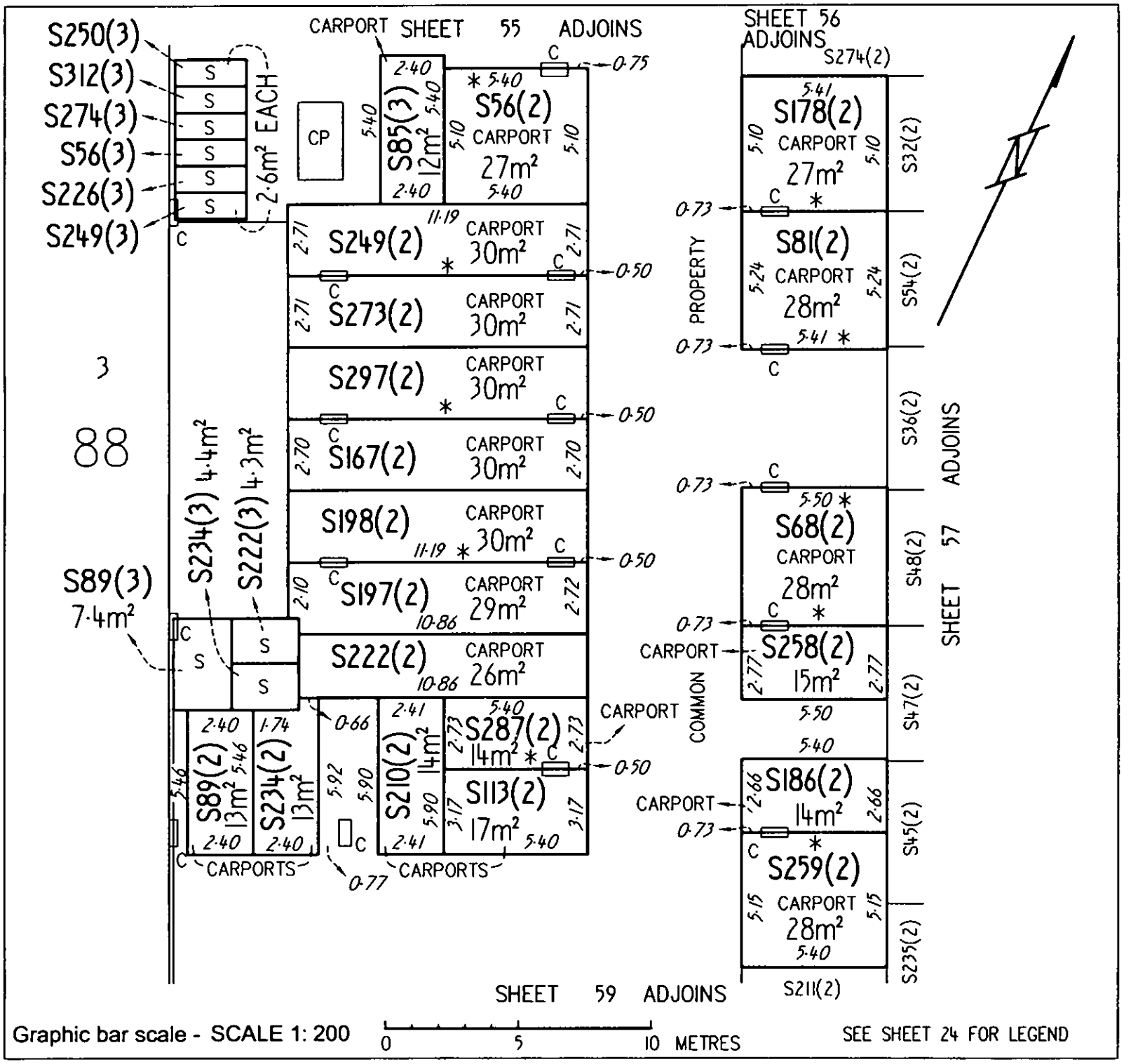
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



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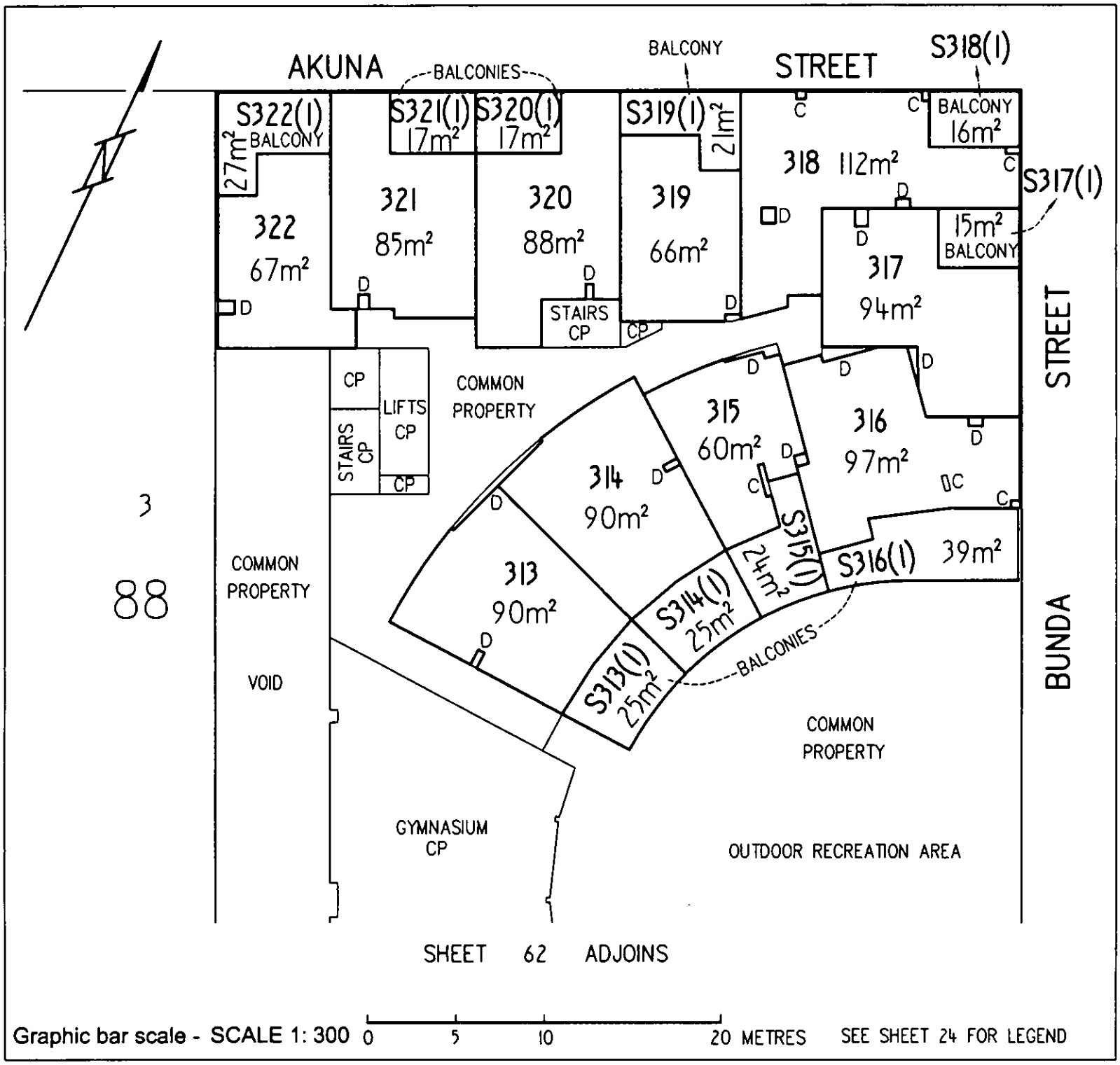
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	THIRD	A & UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 300 0 5 10 20 METRES SEE SHEET 24 FOR LEGEND

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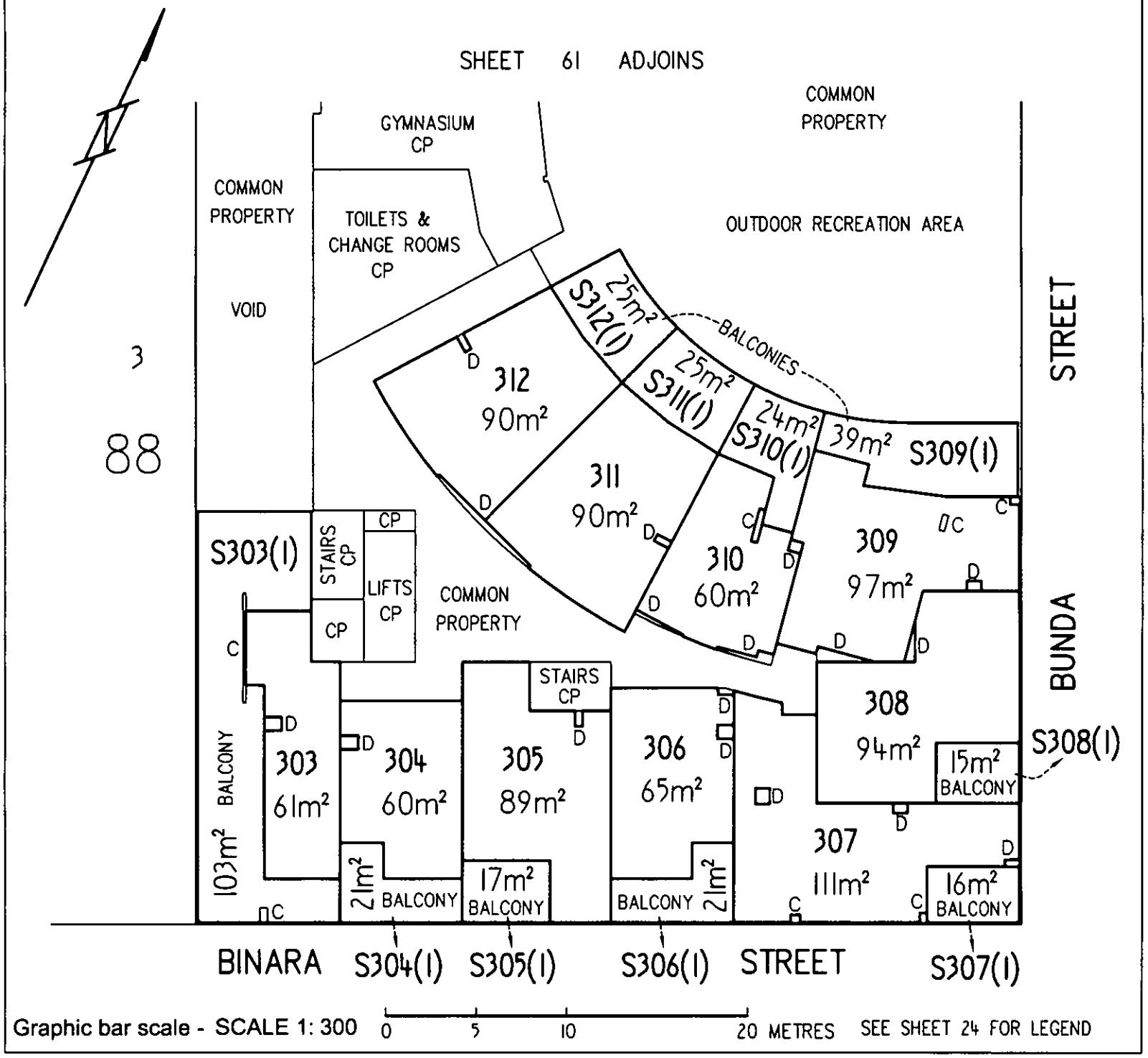
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	THIRD	A & UNIT SUBSIDIARIES



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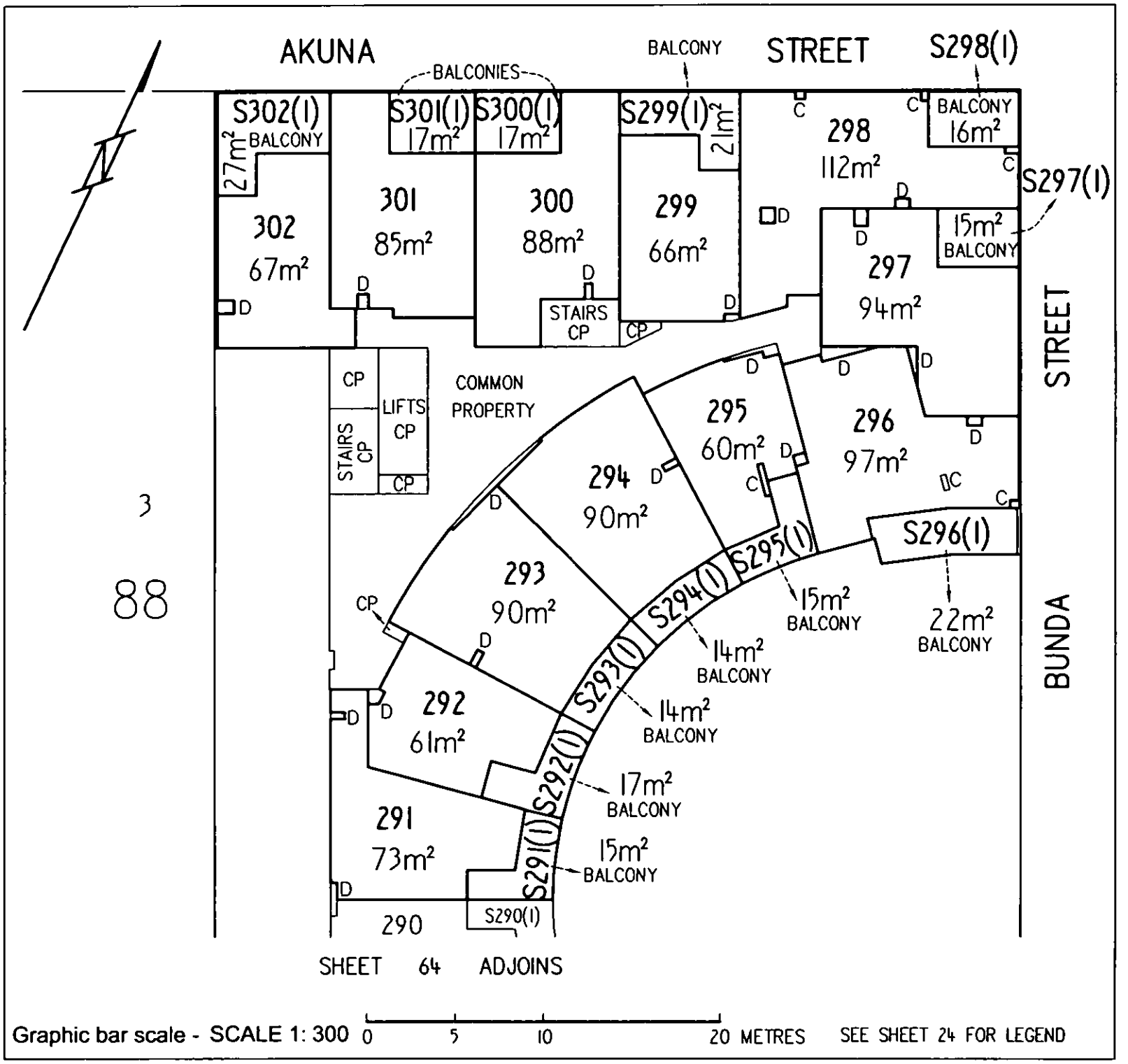
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER FOURTH	A & UNIT SUBSIDIARIES



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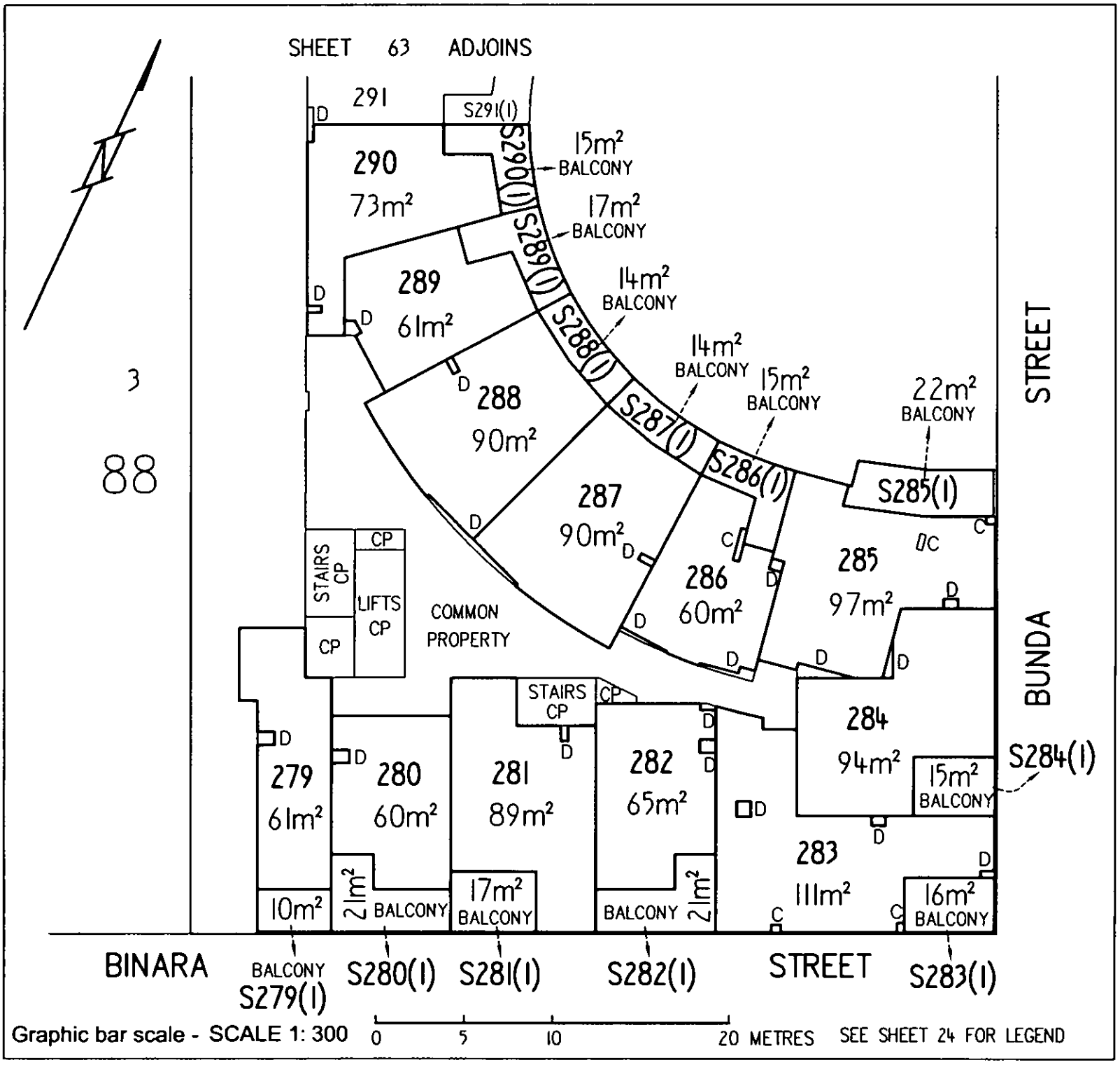
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	FOURTH	A & UNIT SUBSIDIARIES



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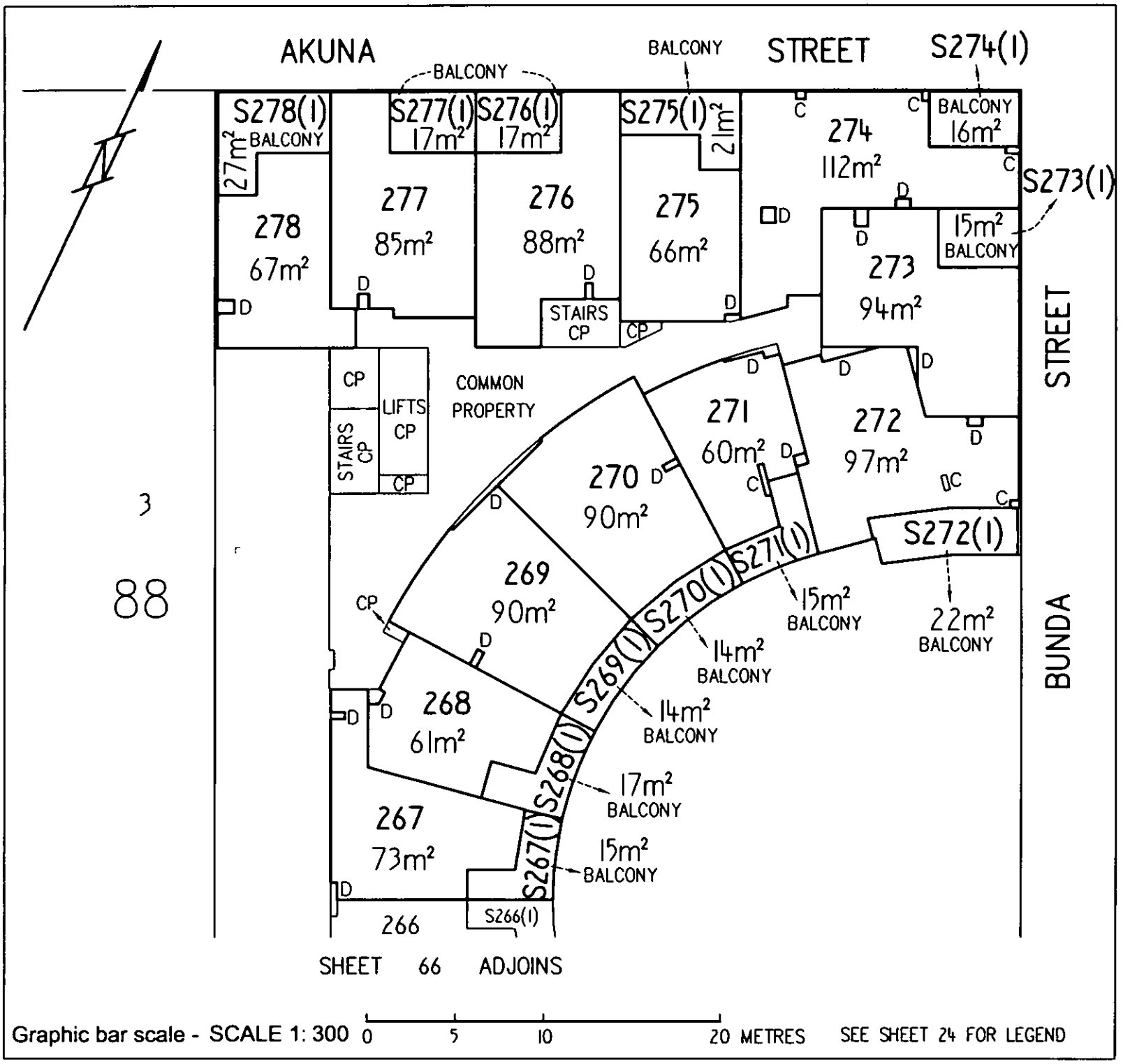
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	FIFTH	A & UNIT SUBSIDIARIES



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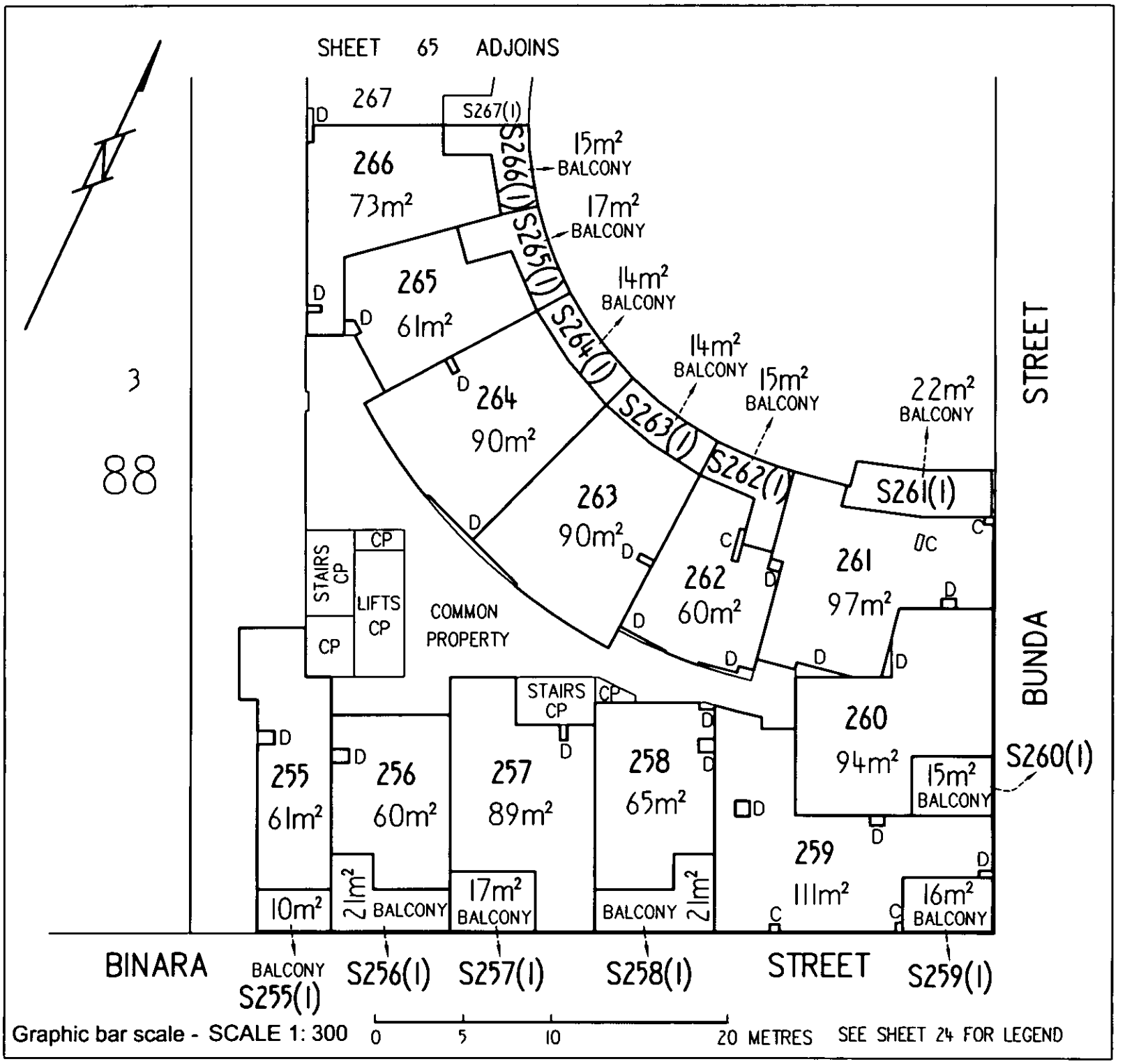
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER FIFTH	A & UNIT SUBSIDIARIES



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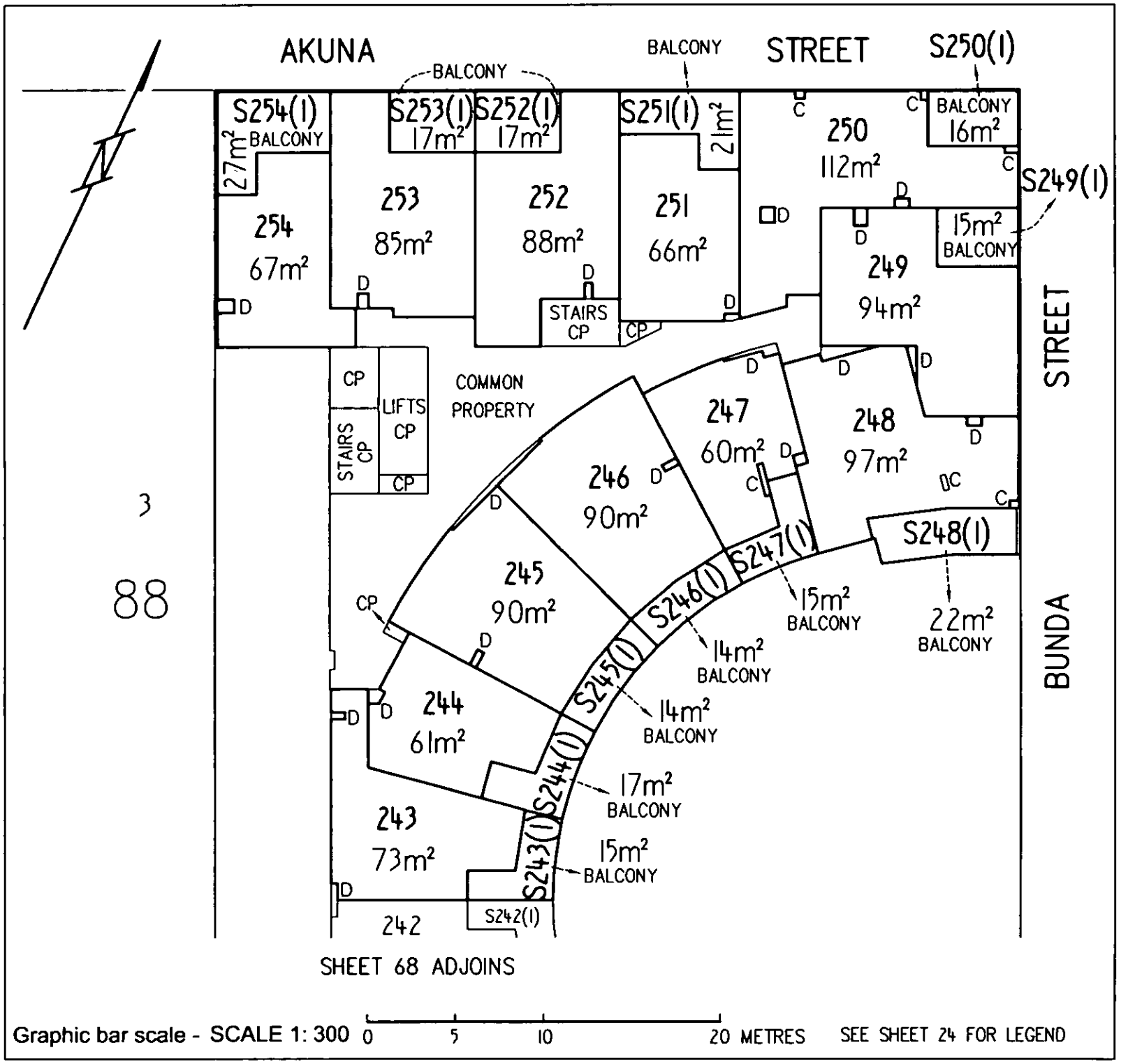
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	SIXTH	A & UNIT SUBSIDIARIES



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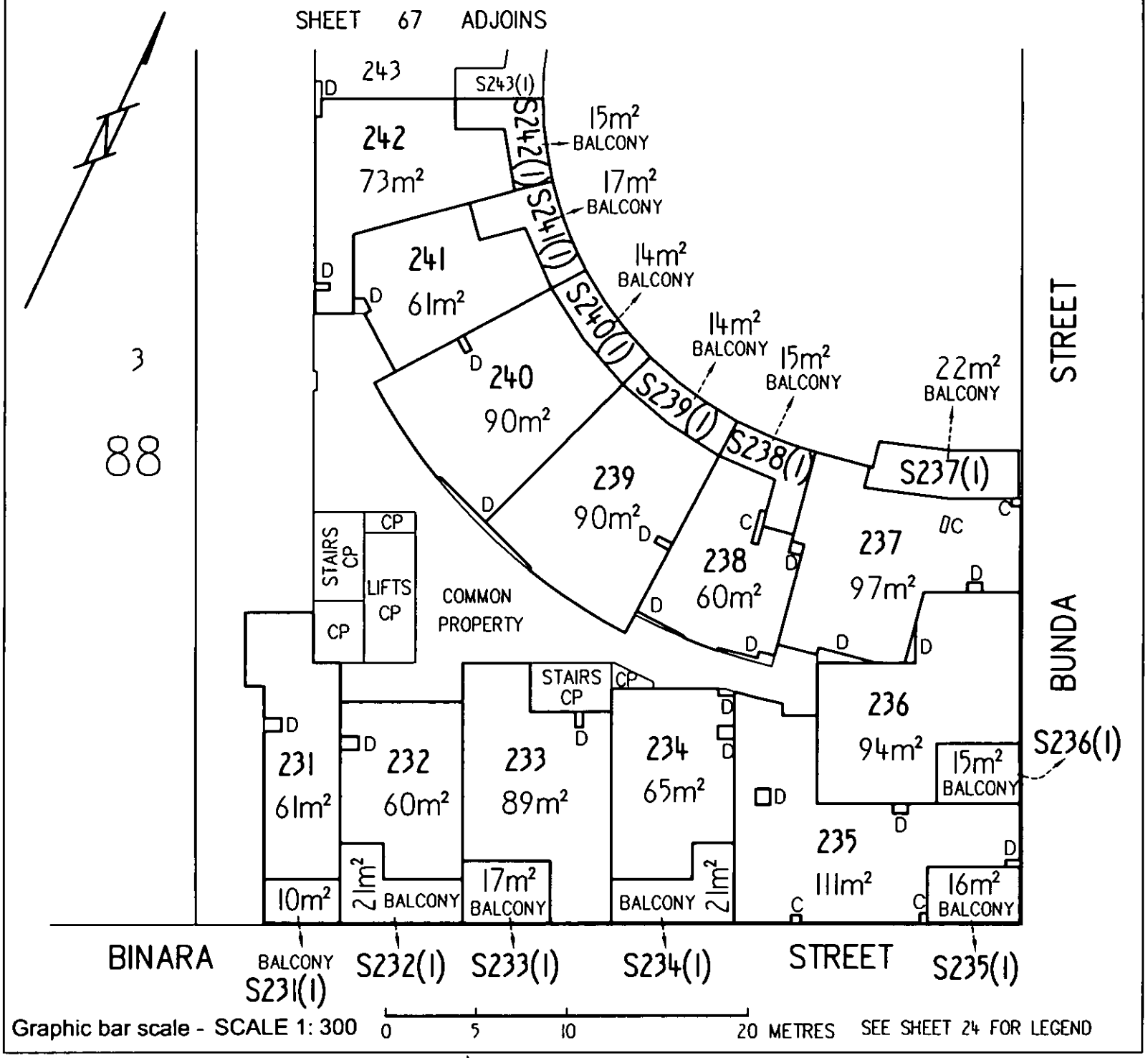
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	SIXTH	A & UNIT SUBSIDIARIES



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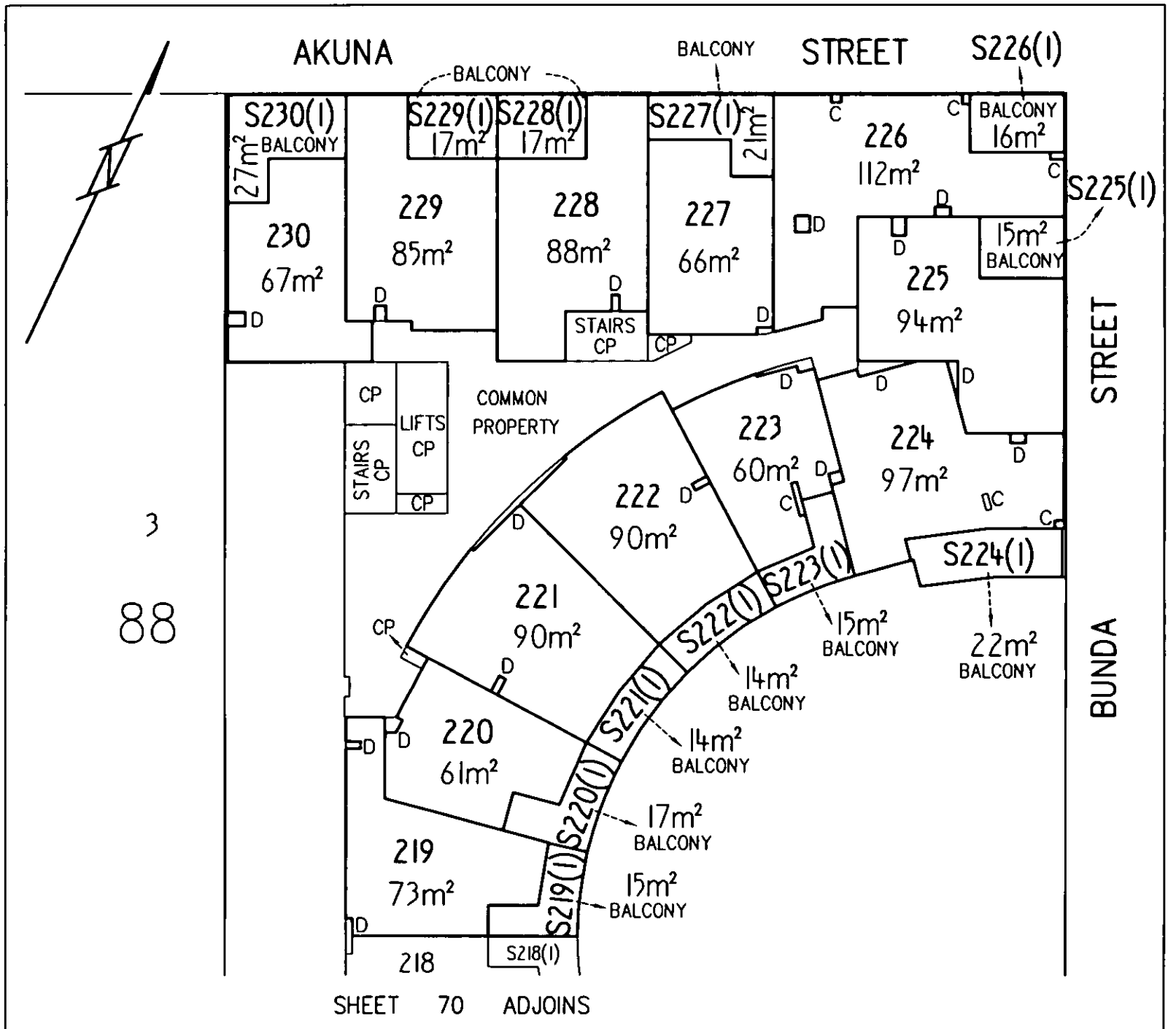
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	SEVENTH	A & UNIT SUBSIDIARIES



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ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO- 0138771

Registered Proprietor

Sharon Harmer
Delegate of the
ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-30

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Form 3

Sheet No. 70 of 101

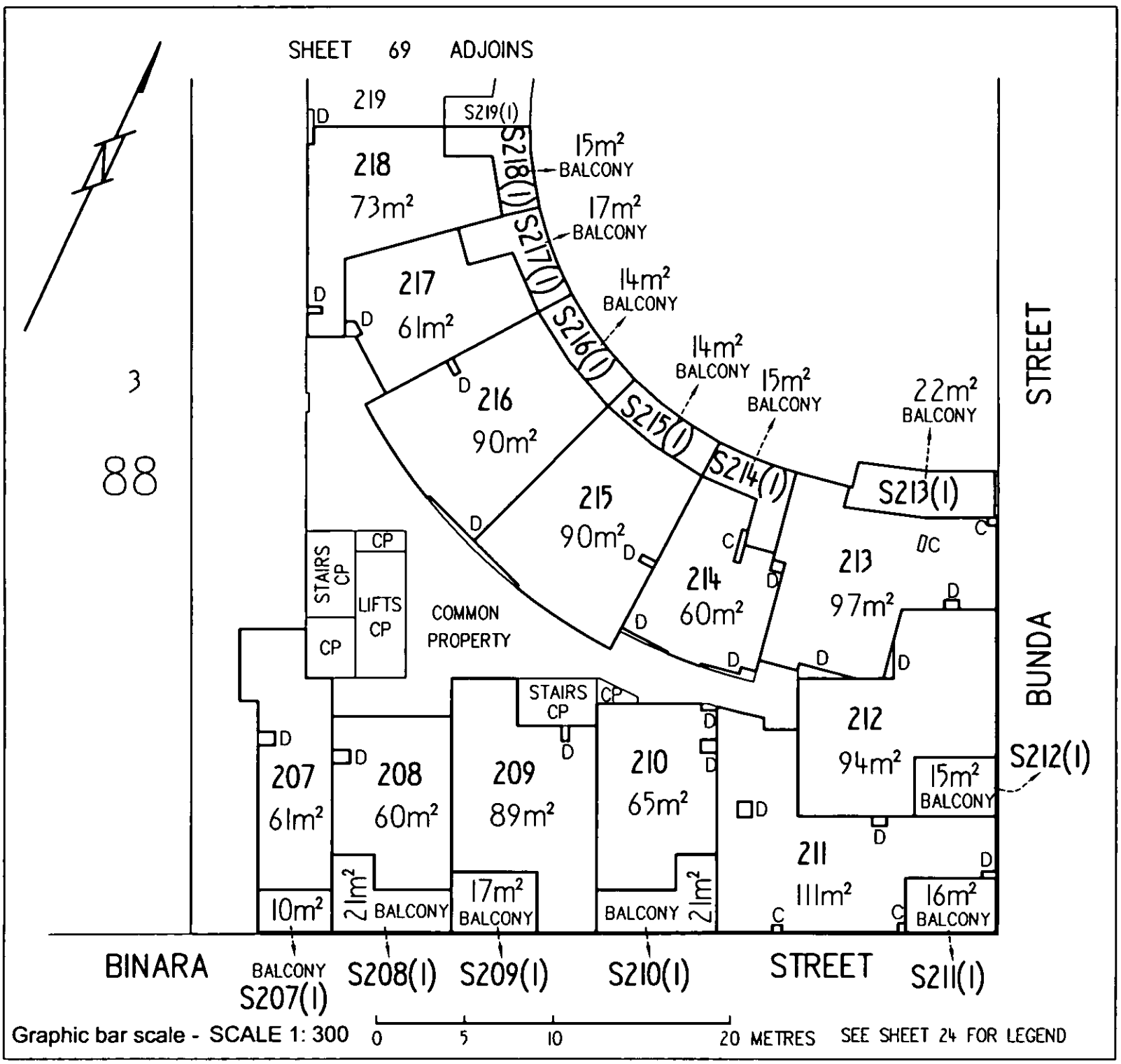
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER SEVENTH	A & UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
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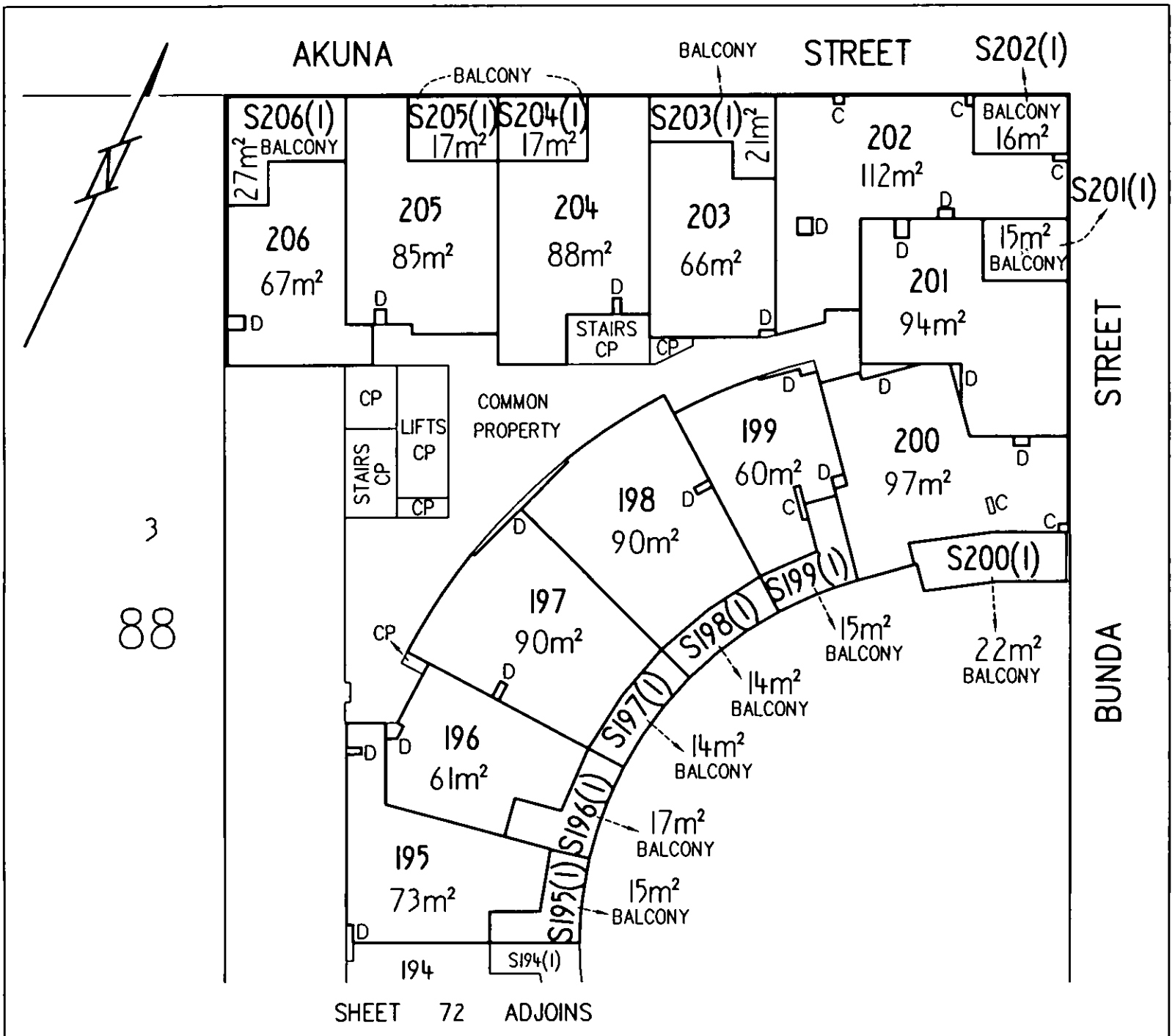
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
	52 108	1 1	3941

FLOOR NUMBER	EIGHTH	A & UNIT SUBSIDIARIES



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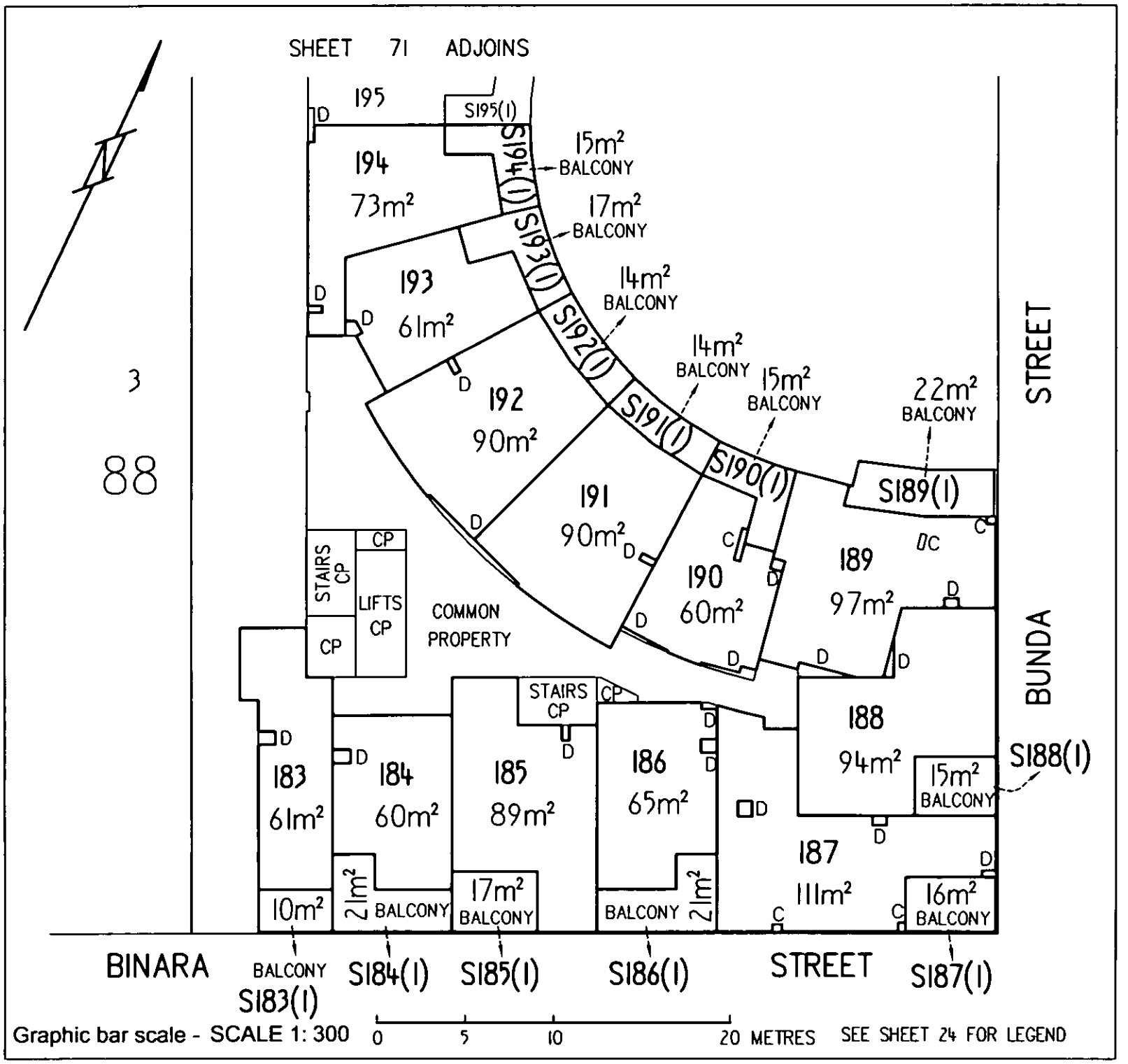
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OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER EIGHTH	A & UNIT SUBSIDIARIES



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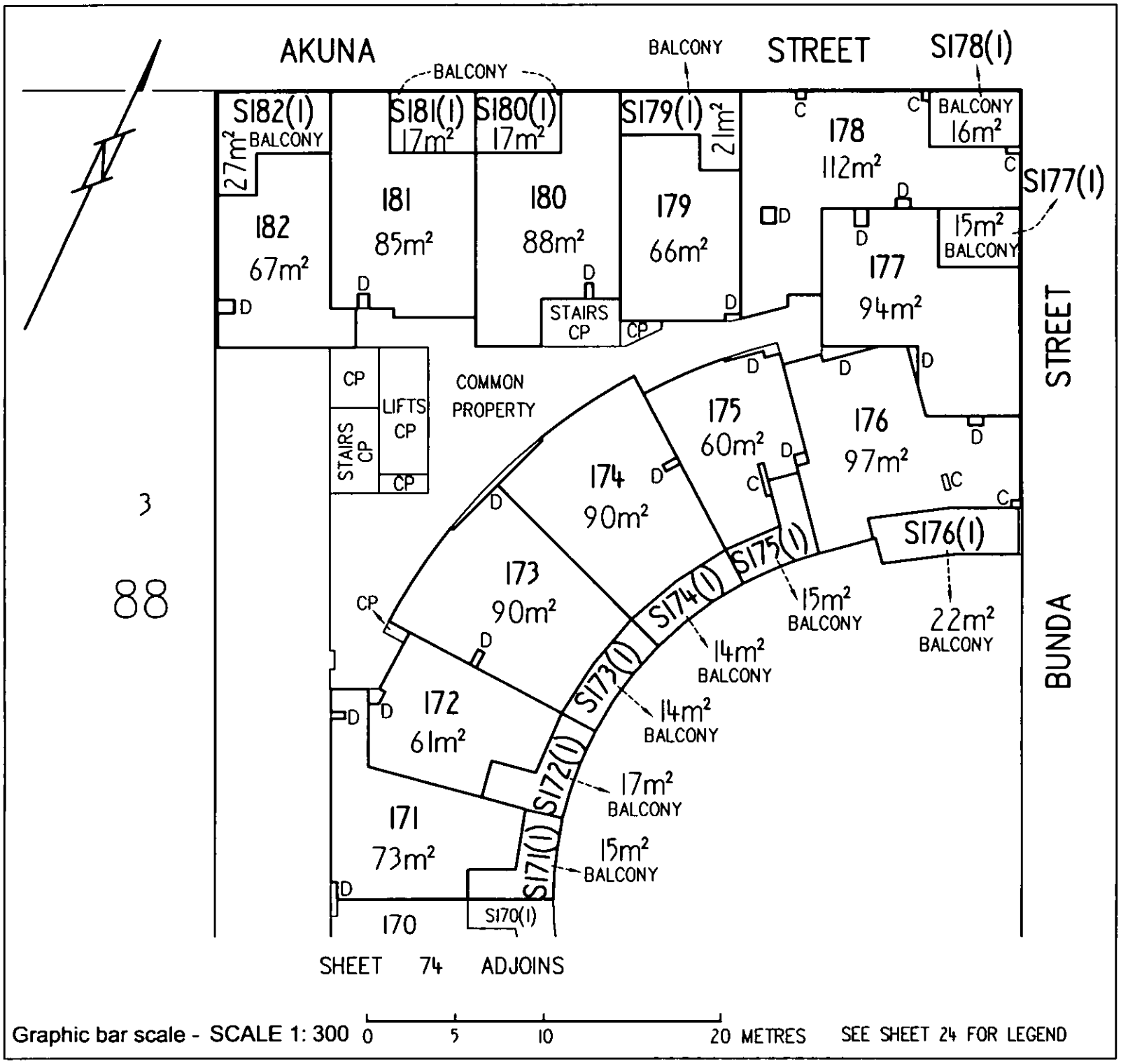
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
	52 108	1 1	3941

FLOOR NUMBER	NINTH	A & UNIT SUBSIDIARIES



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Department of Justice and Community Safety

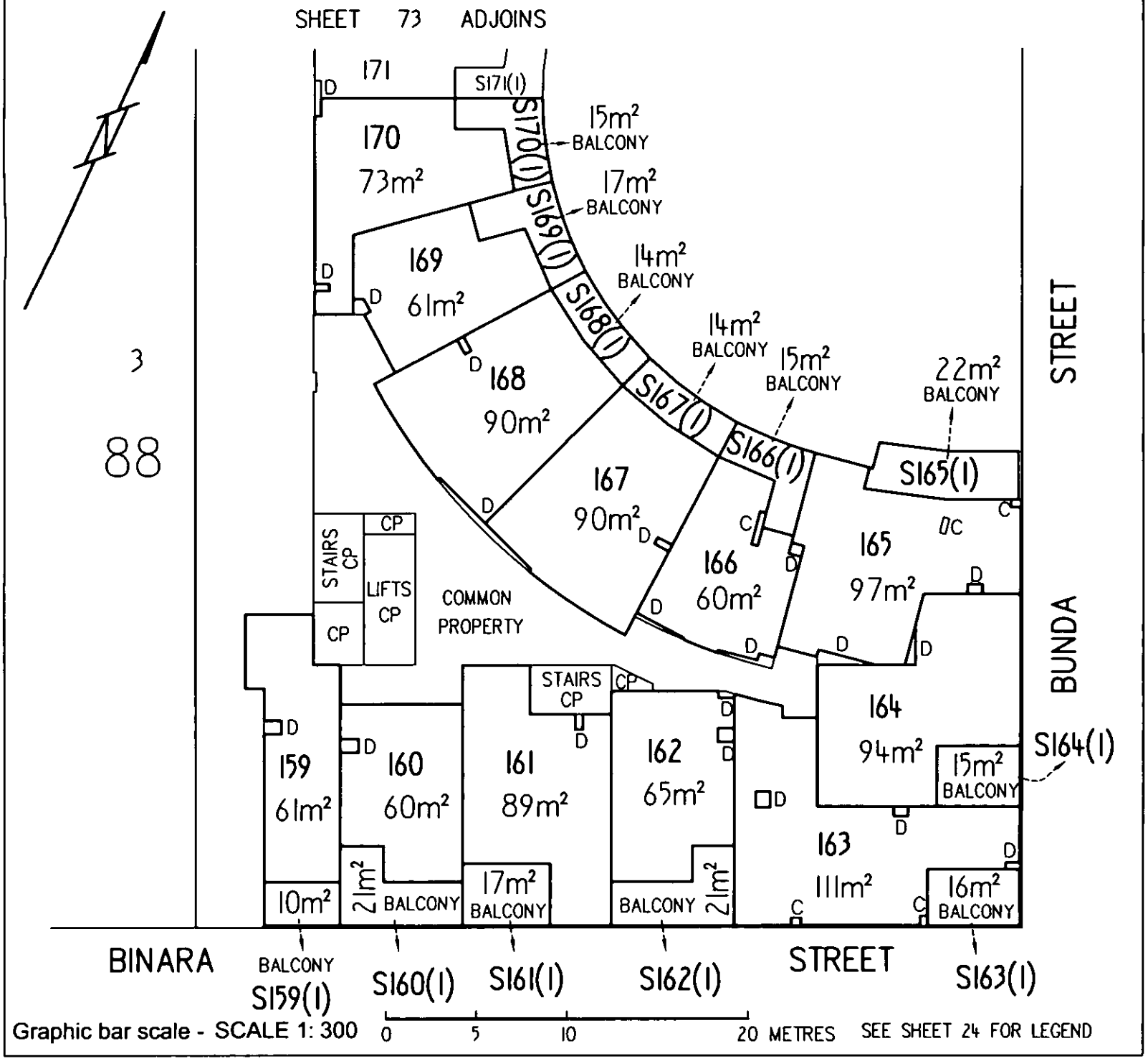
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FLOOR PLAN

Division	Section	Block
	52 108	1 1

UNITS PLAN No.
3941

FLOOR NUMBER NINTH	A & UNIT SUBSIDIARIES



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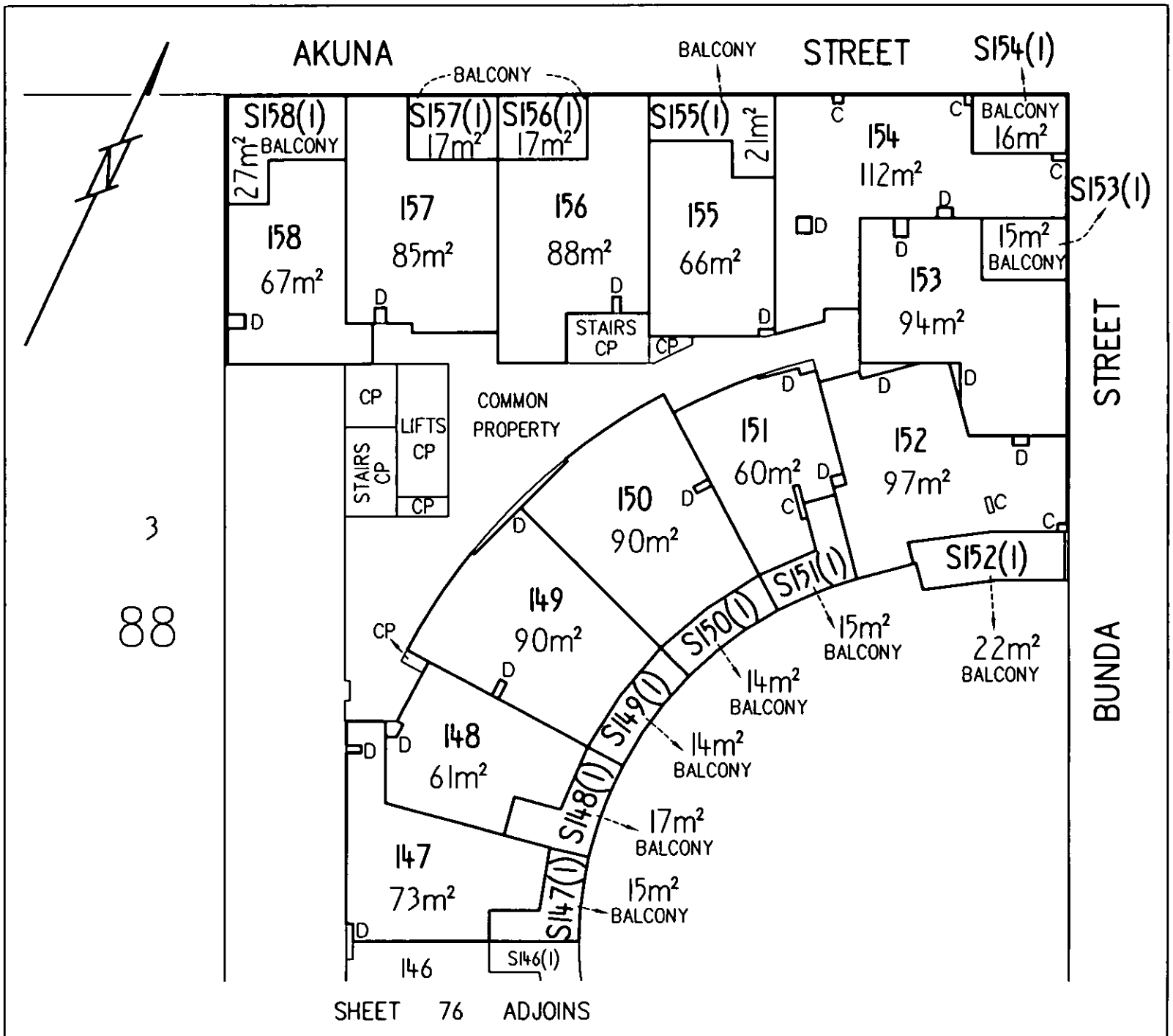
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FLOOR PLAN

Division	Section	Block
	52 108	1 1

UNITS PLAN No.
3941

FLOOR NUMBER	TENTH	A & UNIT SUBSIDIARIES



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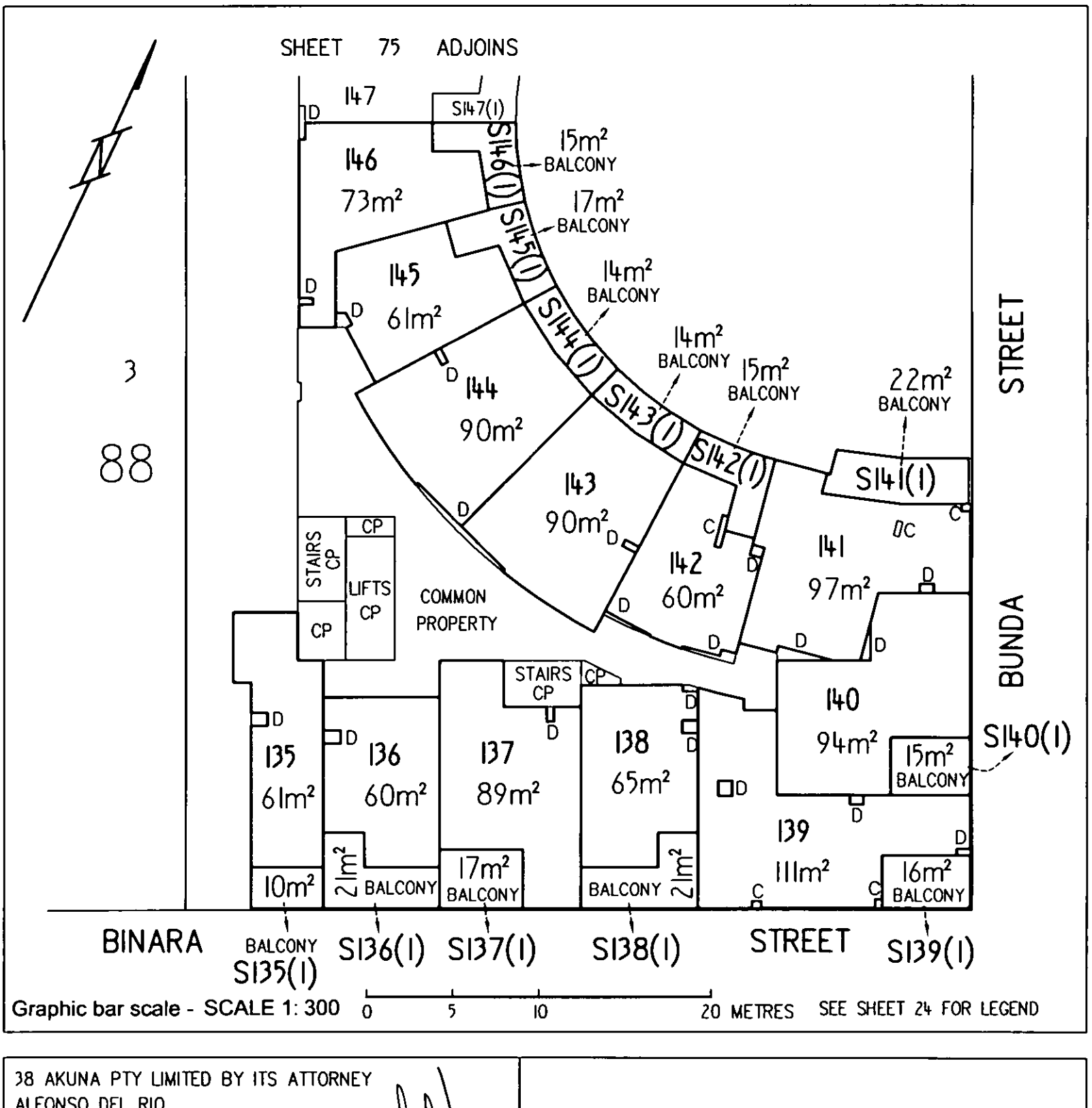
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FLOOR PLAN

Division	Section	Block
	52 108	1 1

UNITS PLAN No.
3941

FLOOR NUMBER TENTH	A & UNIT SUBSIDIARIES



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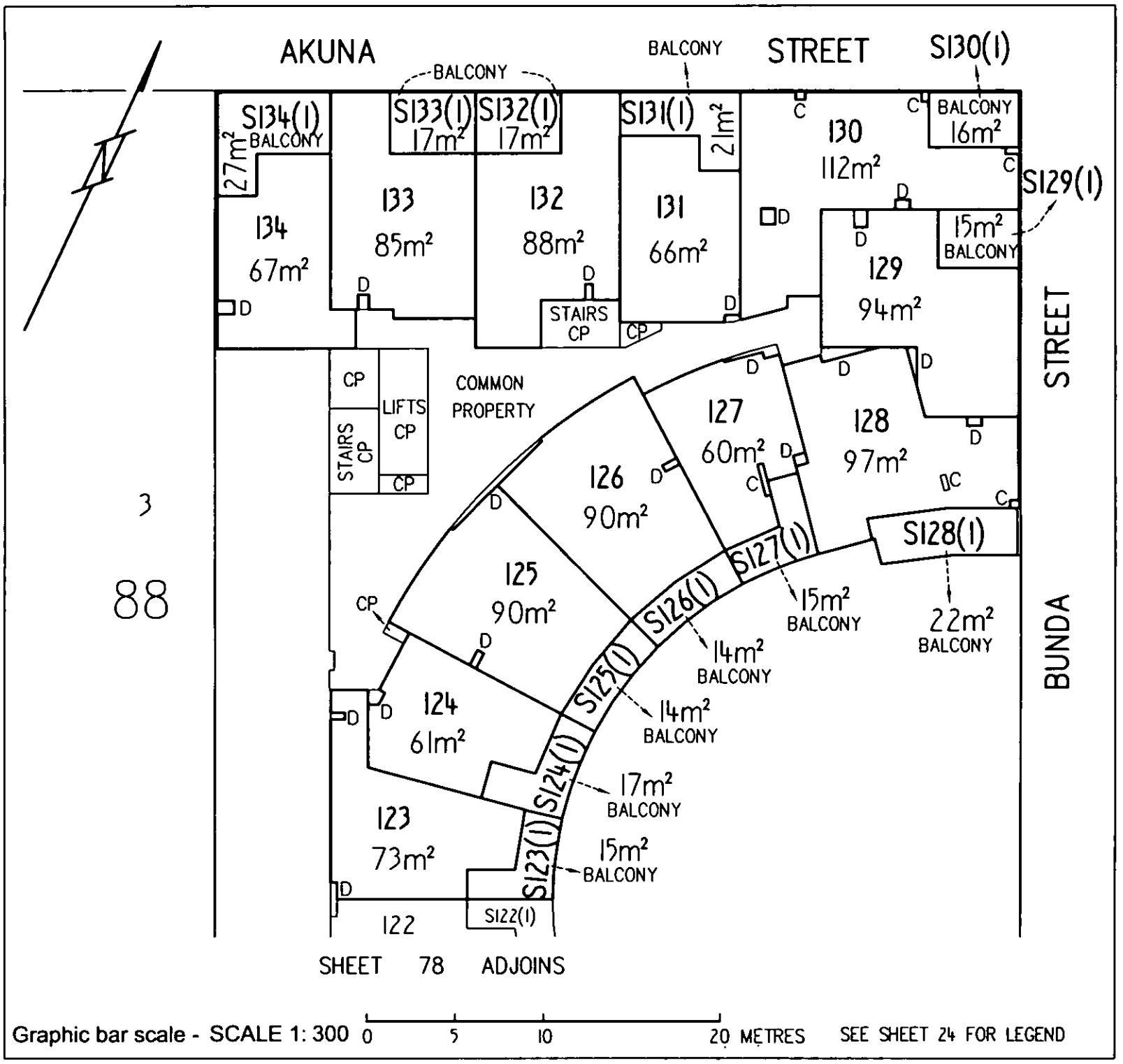
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	ELEVENTH	A & UNIT SUBSIDIARIES



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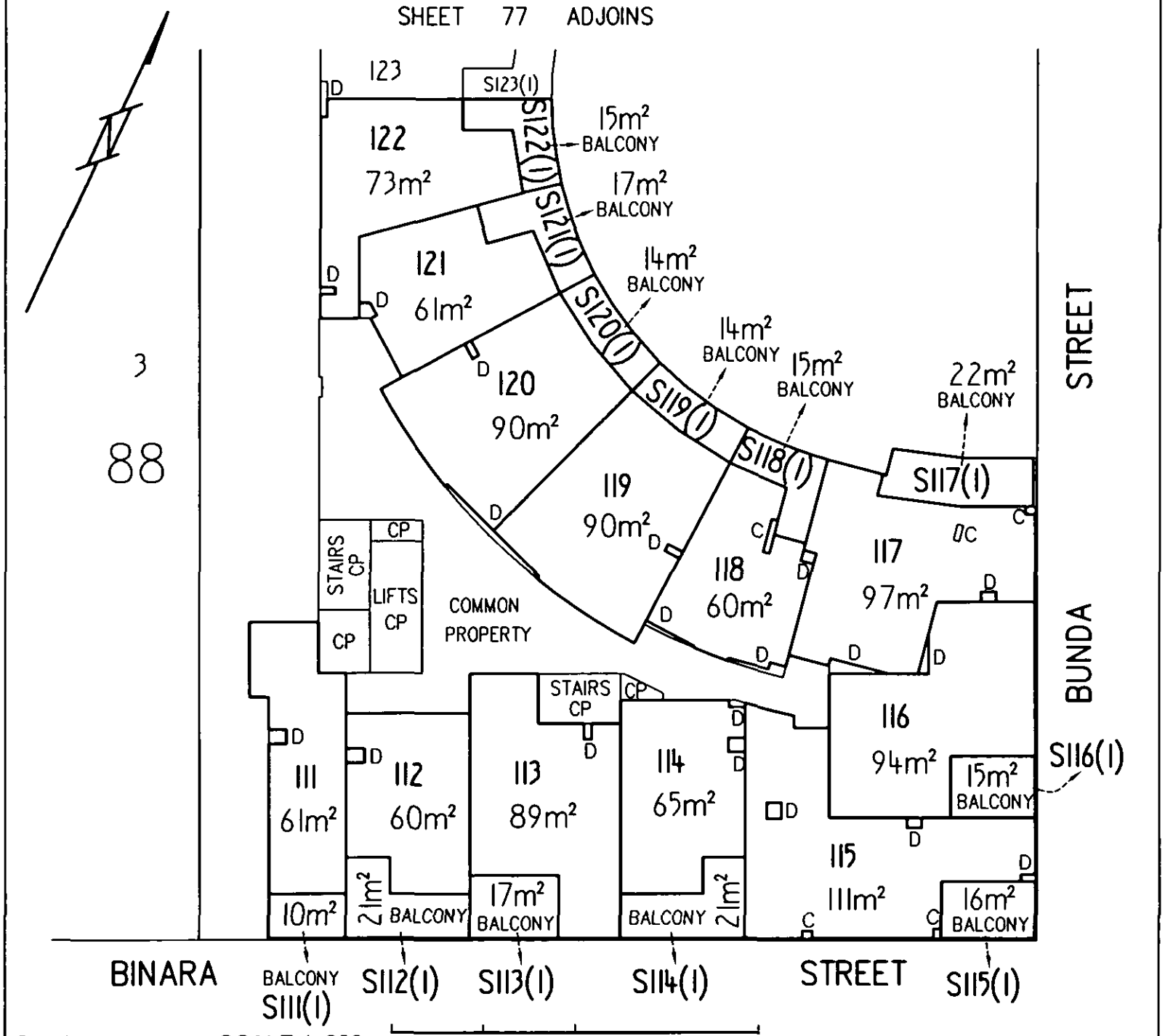
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER ELEVENTH	A & UNIT SUBSIDIARIES



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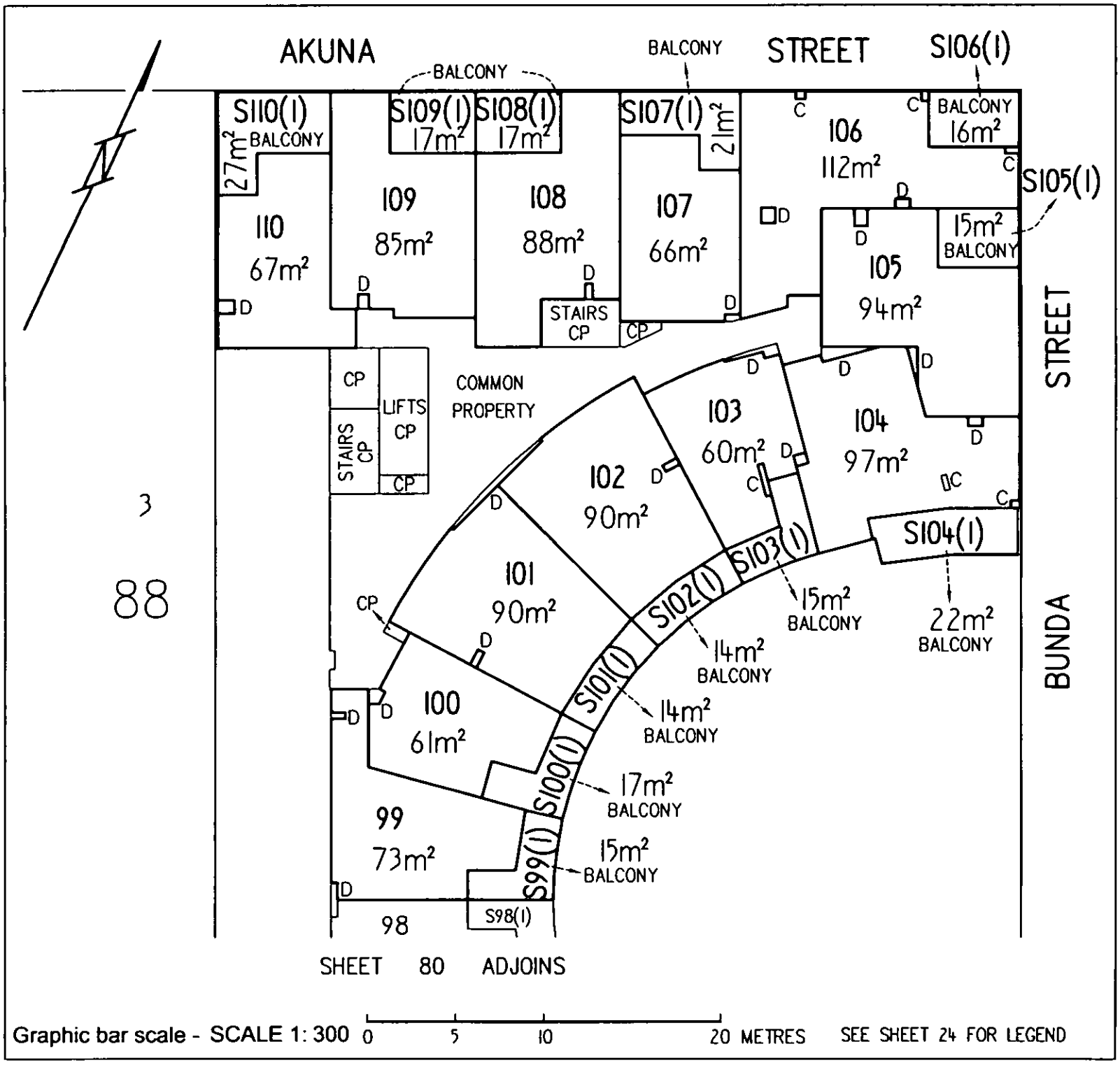
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	TWELFTH	A & UNIT SUBSIDIARIES



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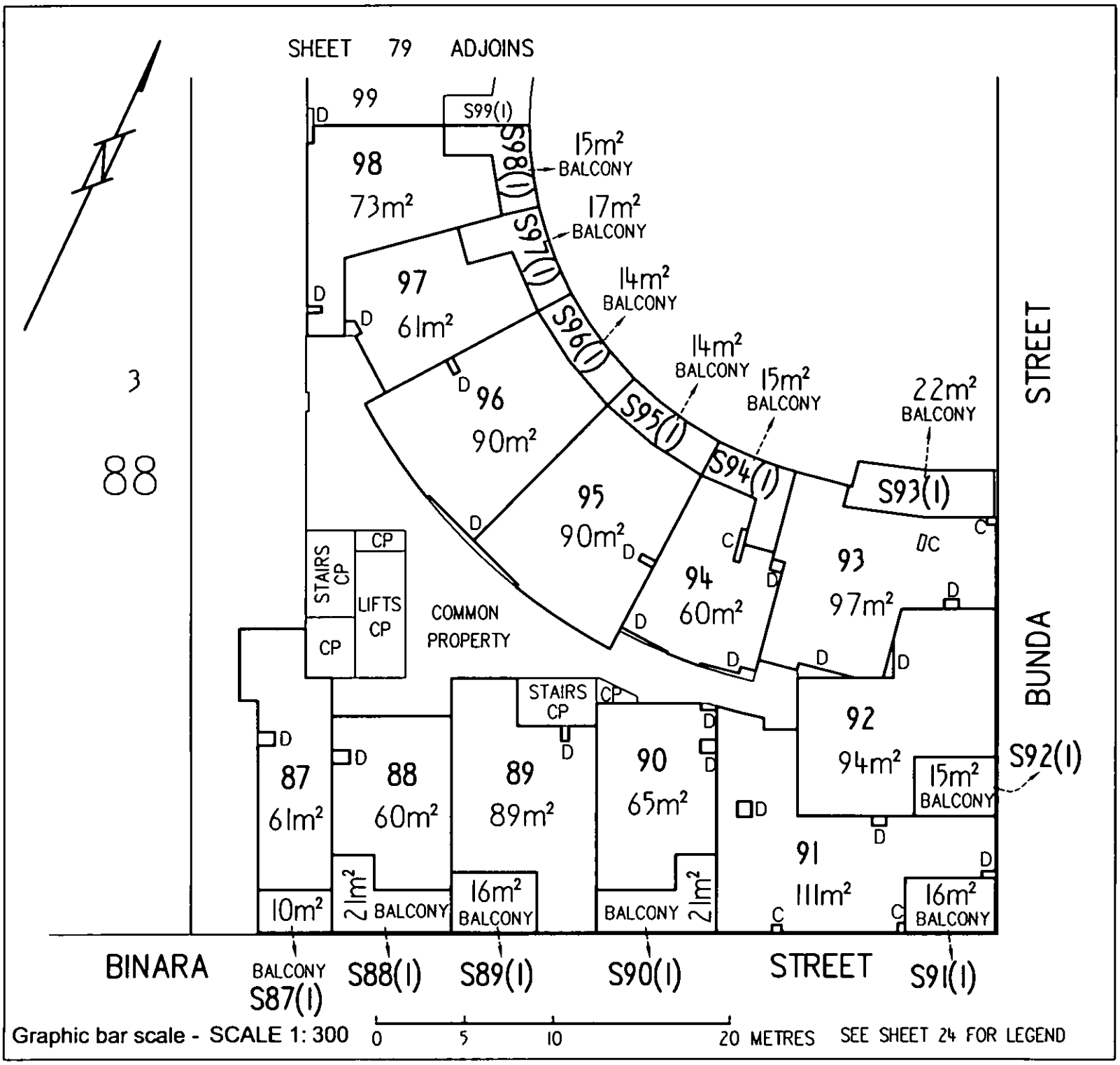
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	TWELFTH	A & UNIT SUBSIDIARIES



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LAND TITLES
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Department of Justice and Community Safety

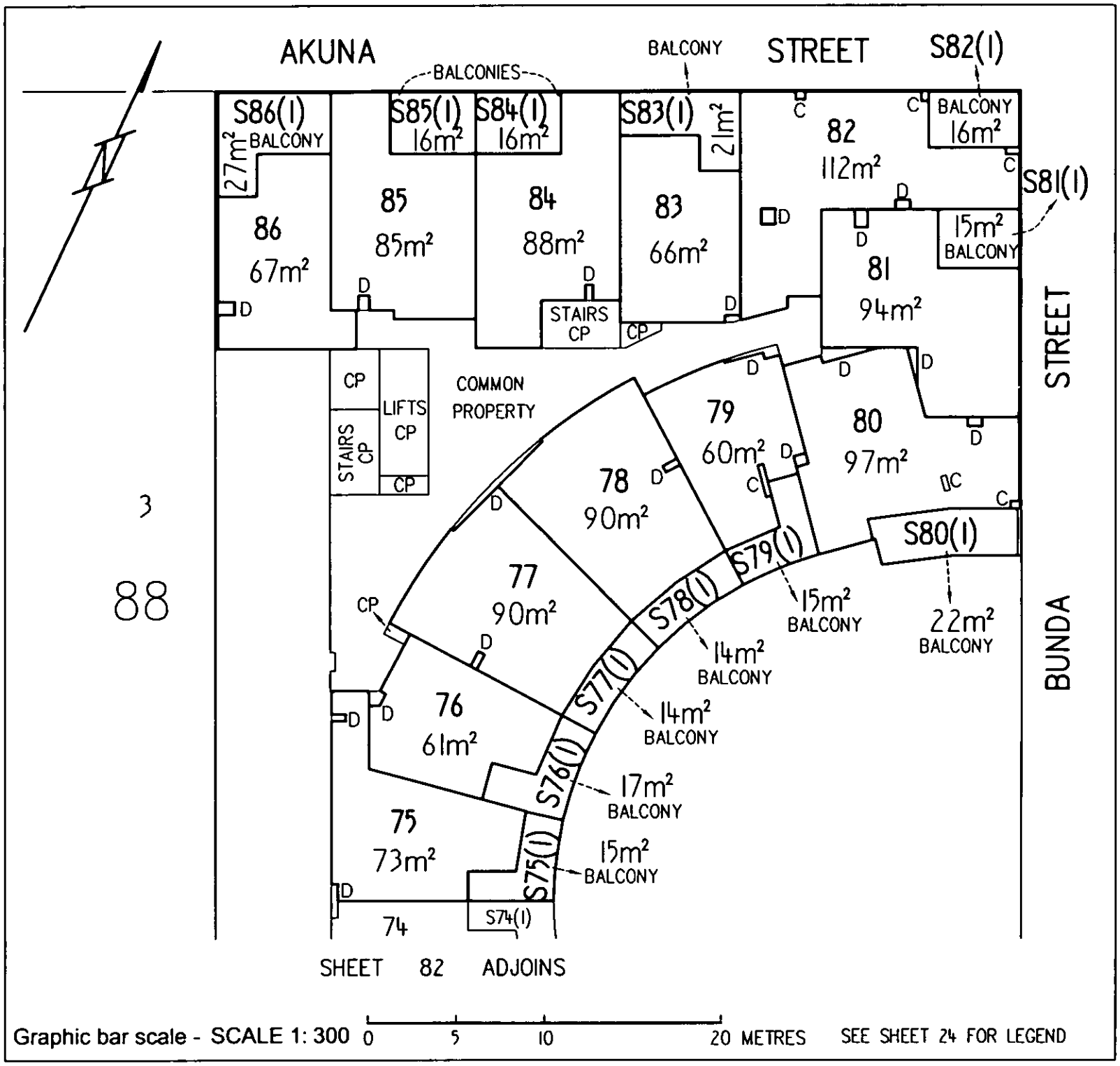
Form 091 - FP

FLOOR PLAN

Division	Section	Block
CITY	52 108	1 1

UNITS PLAN No.
3941

FLOOR NUMBER	THIRTEENTH	A & UNIT SUBSIDIARIES



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Department of Justice and Community Safety

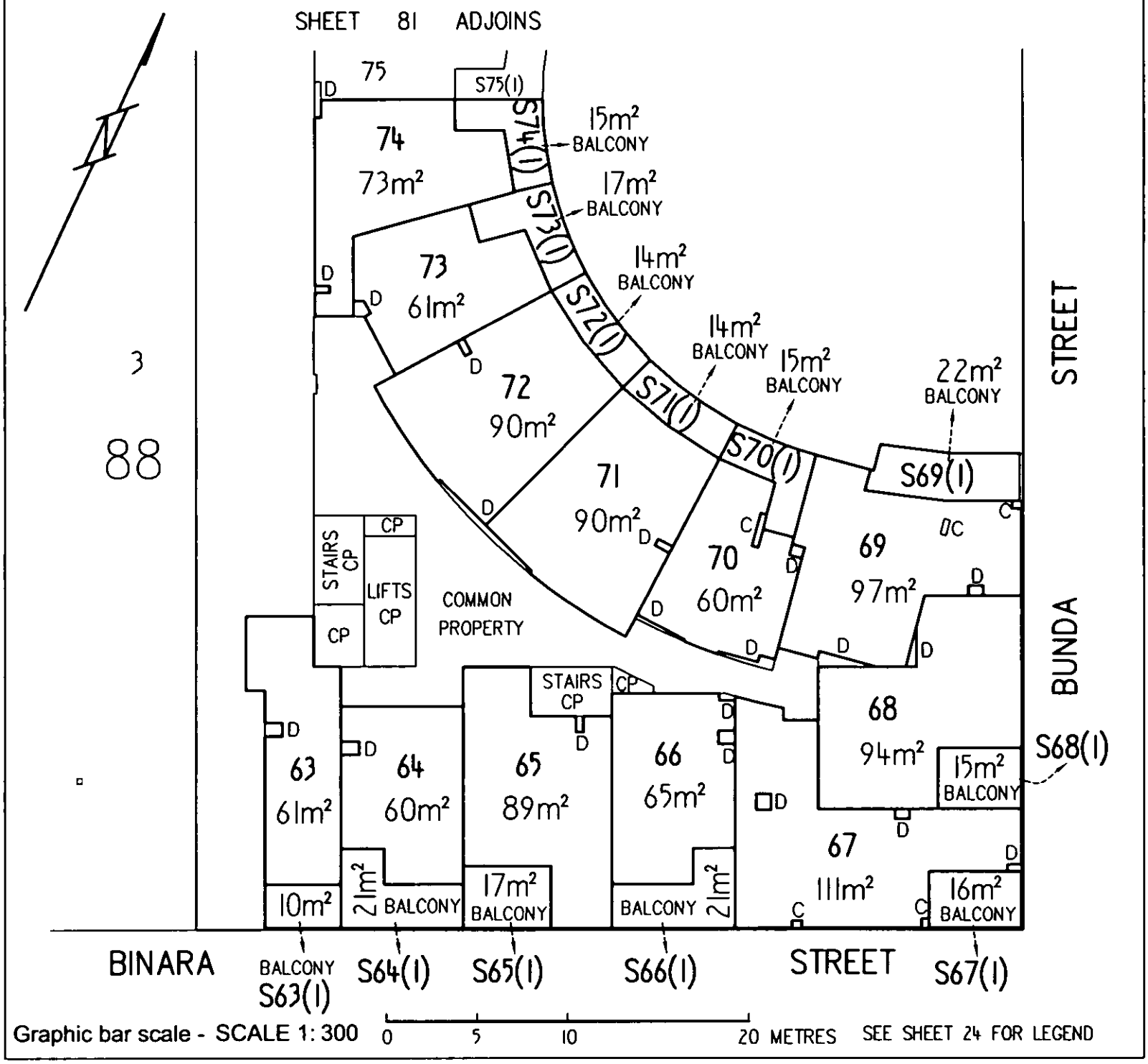
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FLOOR PLAN

Division	Section	Block
CITY	52 108	1 1

UNITS PLAN No.
3941

FLOOR NUMBER	THIRTEENTH	A & UNIT SUBSIDIARIES



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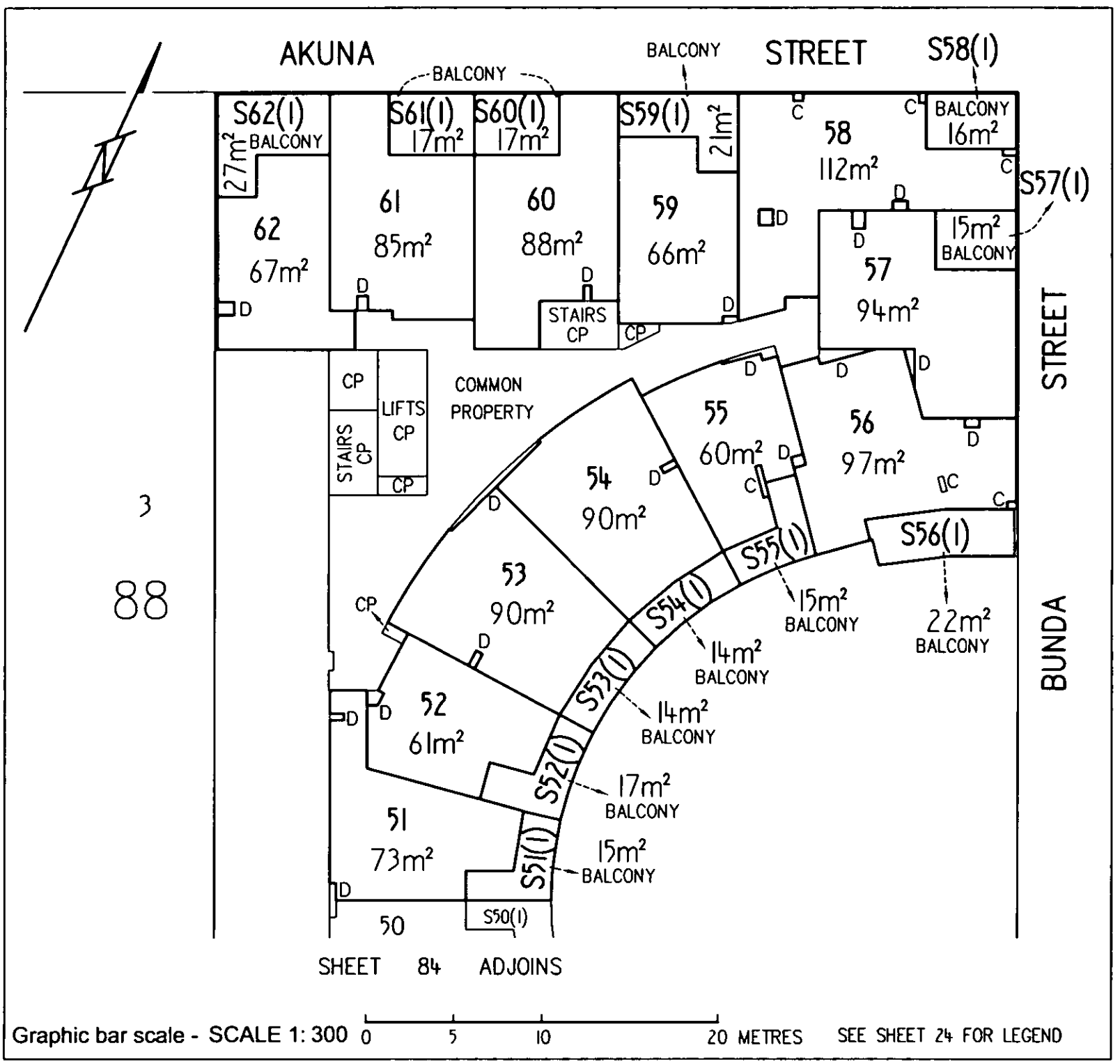
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER FOURTEENTH	A & UNIT SUBSIDIARIES



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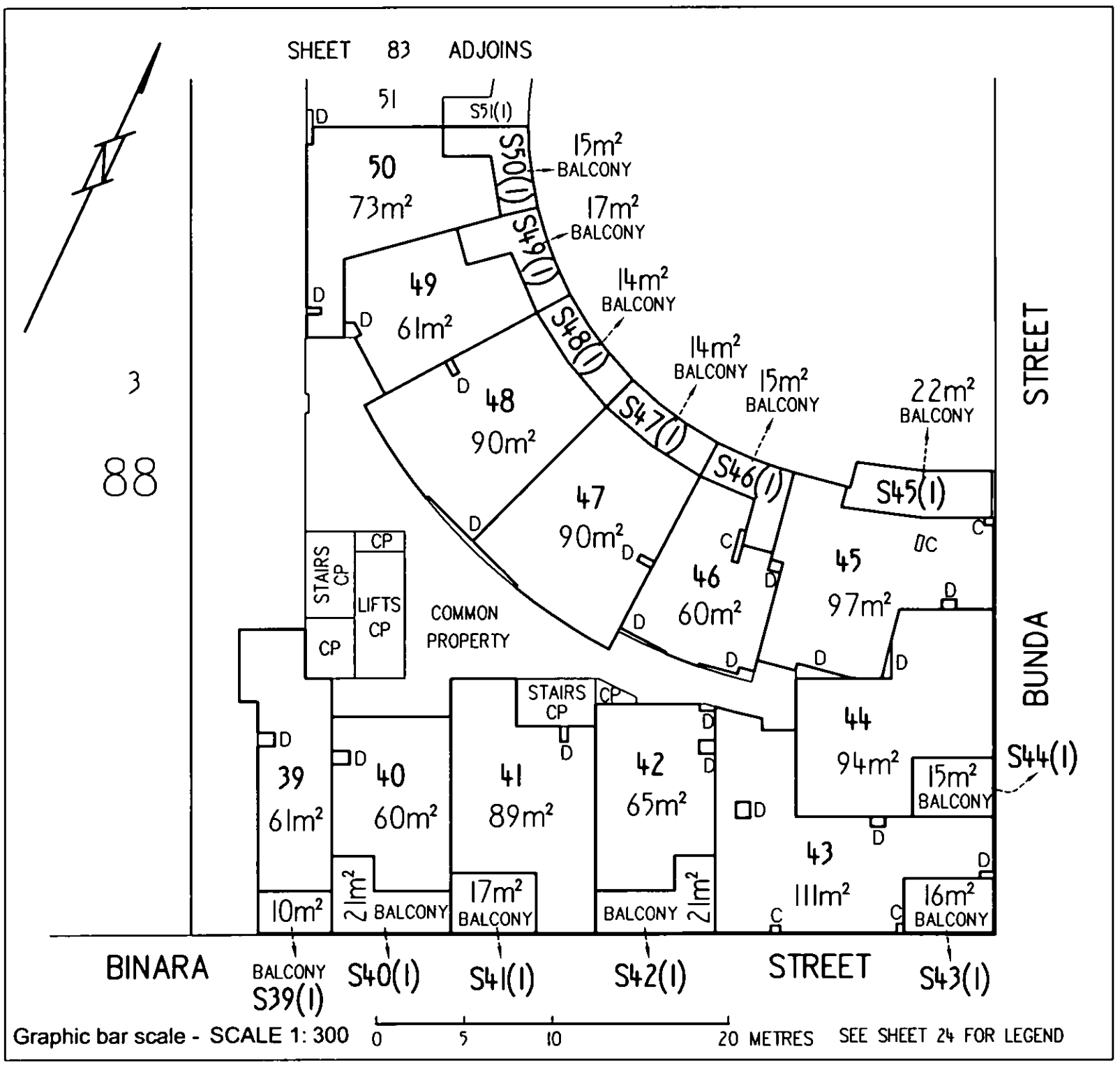
LAND TITLES
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER FOURTEENTH	A & UNIT SUBSIDIARIES



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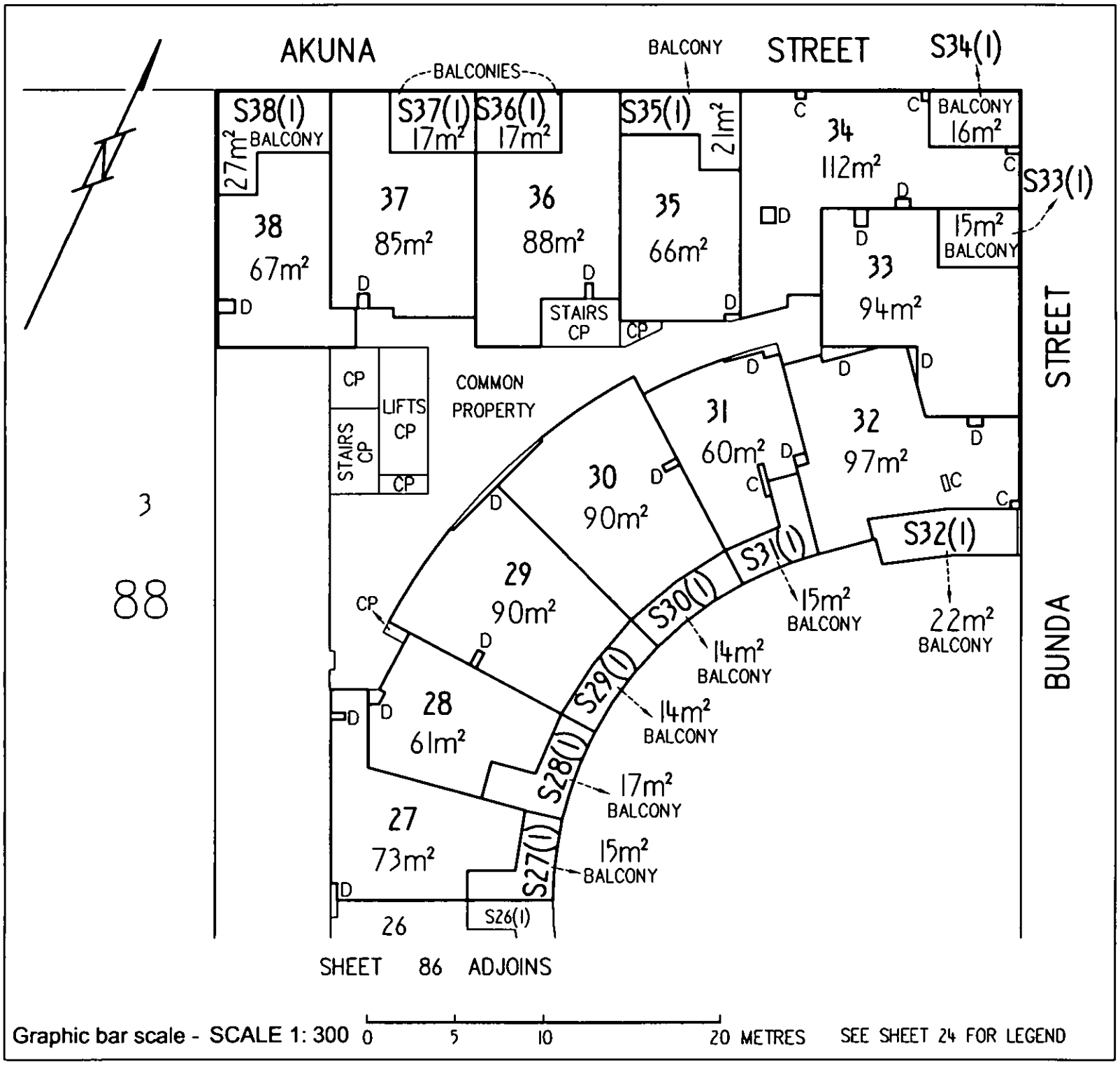
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	FIFTEENTH	A & UNIT SUBSIDIARIES



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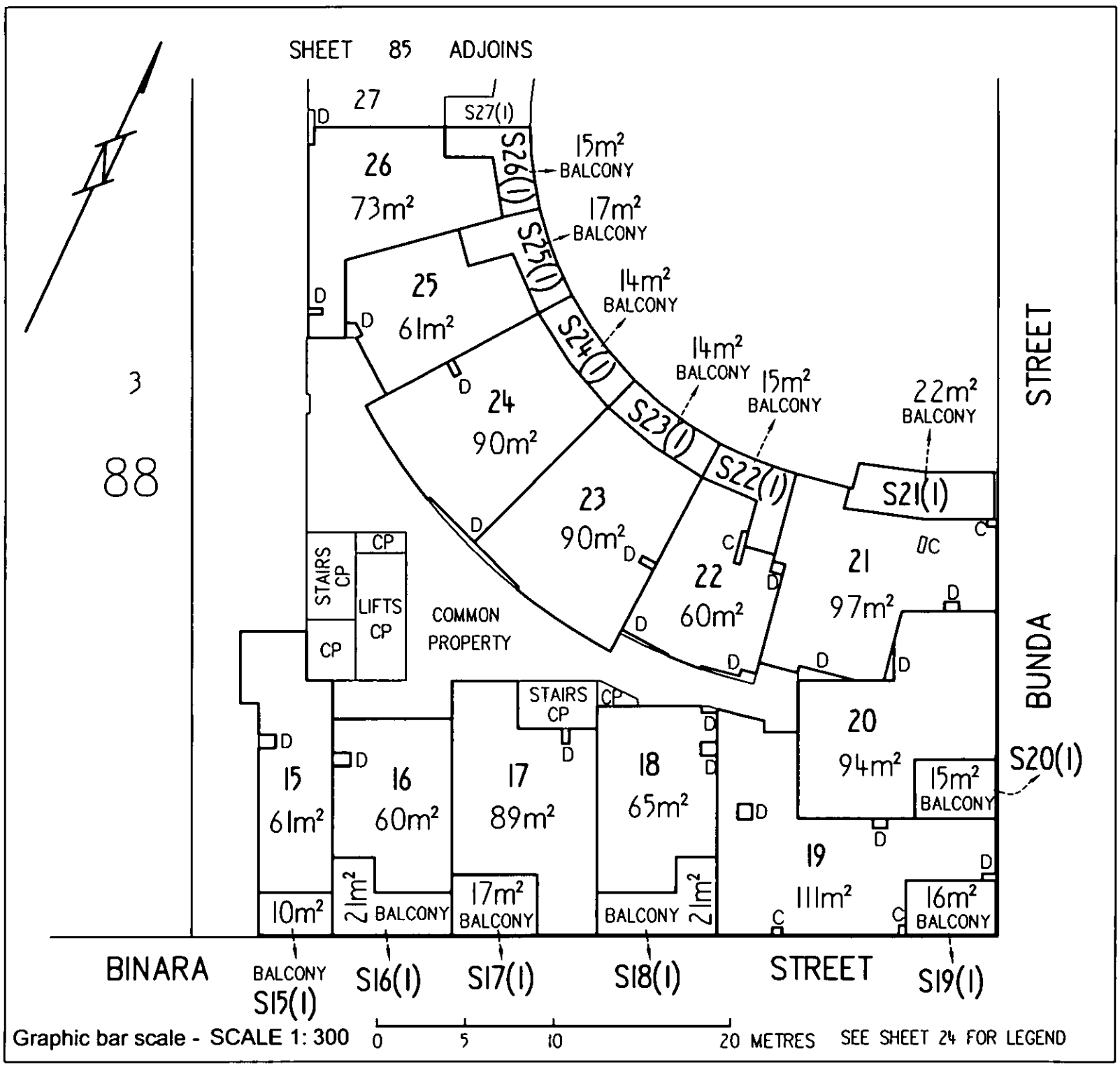
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	FIFTEENTH	A & UNIT SUBSIDIARIES



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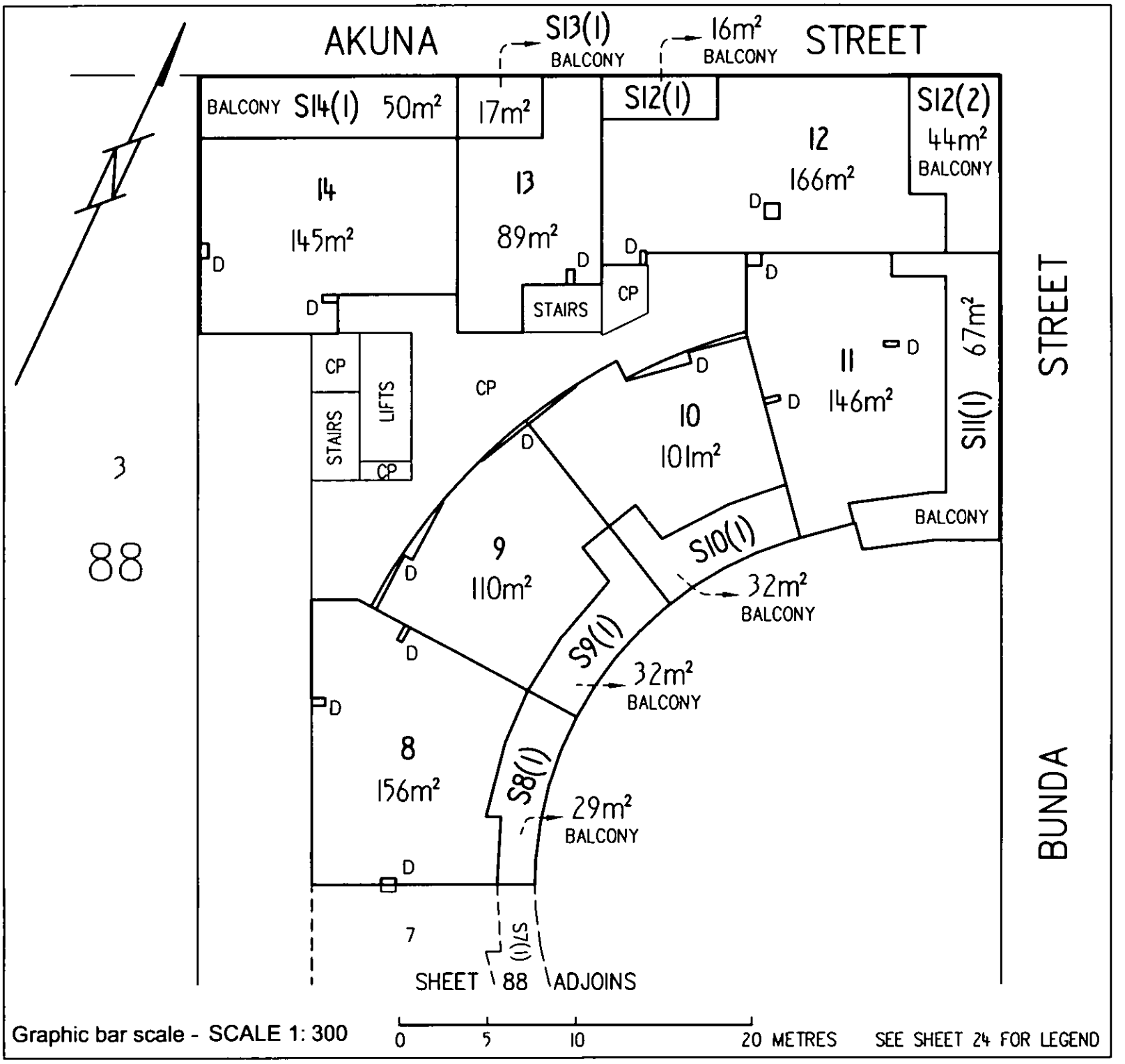
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER SIXTEENTH	A & UNIT SUBSIDIARIES



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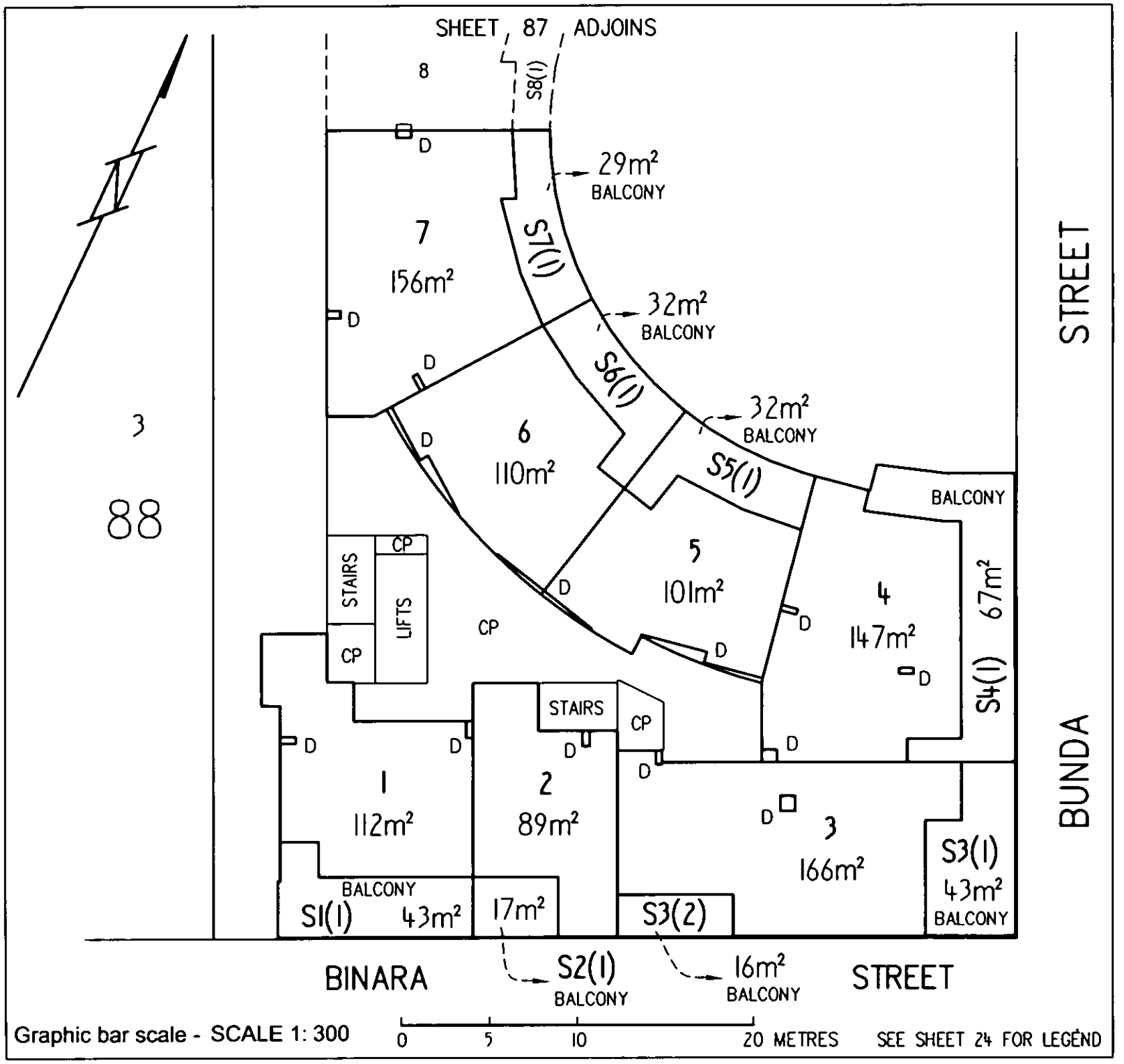
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER SIXTEENTH	A & UNIT SUBSIDIARIES



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Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 3941

Block 1 Section 52 Division of City and
Block 1 Section 108 Division of City

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

TERM 1. The term of the lease of each of the units expires on the thirty first day of January Two thousand and ninety eight.

RENT 2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.

3. Each Lessee of each of the Units Nos 1 - 332 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

PURPOSE (c) To use Units 1 to 332 as follows:

(i) Units 1 to 330 for residential use provided each unit is used as a single dwelling only; and

(ii) Units 331 and 332 for one or more of the following purposes:

(a) non retail commercial use;
(b) restaurant;
(c) shop

PROVIDED ALWAY THAT the combined gross floor area to be used for (ii) shall not exceed 280 square metres;

UNIT SUBSIDIARY (d) Not to use any unit subsidiary to that unit as a habitation;

SERVICE AREAS (e) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;

BUILDING SUBJECT TO APPROVAL (f) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;

REPAIR (g) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;

FAILURE TO REPAIR (h) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority

with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

(i) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES

(j) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

(k) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:

(i) that has been identified in a development approval for retention during the period allowed for construction of the building;

(ii) to which the Tree Protection Act 2005, applies;

MINERALS

(l) All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

4. The Commonwealth covenants with each of the Lessees of all the units as follows:

QUIET ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

TERMINATION

(a) That if:

(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

(ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or

(iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE OF RENT (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

(iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

(a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

(c) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;

(d) "class" for a building or structure, means the class of building or structure under the building code (refer to the building Act 2004);

(e) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;

(f) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;

(g) "dwelling":

(i) means a class 1 building, or a self-contained part of a class 2 building, that:

(A) includes the following that are accessible from within the building, or the self-contained part of the building:

(1) not more than 2 kitchens;

(2) at least 1 bath or shower;

(3) at least 1 toilet pan; and

(B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

(ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

(h) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;

(i) "Lessee" shall:

(i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

(iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

(j) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;

(k) "non retail commercial use" means a business agency, financial establishment, office, or public agency;

(l) "office" means the use of the parcel of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;

(m) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(n) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and

regularly to the public and includes a government agency, which provides a commercial service to the public;

(o) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;

(p) "retirement village" means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;

(q) "retirement village scheme" for a retirement village, means a scheme under which a person may –

(i) enter into a residence contract with the scheme operator for the retirement village; and
(ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and
(iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;

(r) "residential use" means a caretaker's residence, multi-unit housing, residential care accommodation, retirement village; single dwelling housing, supportive housing;

(s) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;

(t) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;

(u) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;

(v) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings;

(w) "Territory" means:

(i) when used in a geographical sense the Australian Capital Territory; and

(ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

(x) "triple occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing or dual occupancy housing for three dwellings;

(y) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;

(z) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;

(aa) words in the singular include the plural and vice versa;

(bb) words importing one gender include the other genders;

(cc) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Second day of September 2013.

Sharon Harmer
a delegate of the Planning and Land Authority in exercising its functions

LESSEE: **38 AKUNA PTY LIMITED A.C.N. 122 192 492**
by its attorney Alfonso del Rio
pursuant to Power of Attorney
ACT Registration no. 0138771

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 3941

Block 1 Section 52 Division of City and
Block 1 Section 108 Division of City

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH THE LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the thirty first day of January Two thousand and ninety eight.

2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.

3. The Owners - Units Plan No. 3941 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

   (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;

   (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;

   (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;

   (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

(e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;

(f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

(g) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;

(h) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;

(i) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:

(I) that has been identified in a development approval for retention during the period allowed for construction of the building;

(ii) to which the Tree Protection Act 2005, applies;

(j) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:

(a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

(b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

(c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

(iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

(a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

(c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 3941';

(d) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

(f) "Territory" means:

(i) when used in a geographical sense the Australian Capital *Territory*; *and*

(ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

(g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;

(h) words in the singular include the plural and vice versa;

(i) words importing one gender include the other genders;

(j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Second day of September 2013.

Sharon Harmer
a delegate of the Planning and Land Authority in exercising its functions

LESSEE: **38 AKUNA PTY LIMITED A.C.N. 122 192 492**
by its attorney Alfonso del Rio
pursuant to Power of Attorney
ACT Registration no. 0138771

CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	119	Block	1	Section	52	Suburb	CITY

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	( )
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	( )
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐	( )	(X)

Certificate Number: 73126 Dated: 29-AUG-13

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Customer Service Centre

Date: 23-NOV-24 08:52:23

Applicant's Name : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 2241128 - 150227000

Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

INFORMATION ABOUT THE PROPERTY

CITY Section 52/Block 1/Unit 119 **Building Class: A**

Area(m2): 4,180.5
Unimproved Value: $28,200,000 **Year:** 2024
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201323627 **Lodged** 29-APR-13 **Type** See Subclass

-- Application Details ----------

Description
LEASE VARIATION. Please see Development Application form for further details.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	City	52	1-1	

-- Involved Parties ----------

Role	Name
Lessee	Tams Roads Act
Lessee	38 Akuna Pty Limited
Applicant	Amalgamated Property Group Pty

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201017144 **Lodged** 26-MAR-10 **Type** See Subclass

-- Application Details ----------

Description
Mixed Use - Demolition - New Building - Lease Variation. Demolition of existing buildings and construction of a 16 storey building comprising of 330 residential units and 2 non residential units with associated car parking. Vary the Crown lease as follows: To use the said land for the following purposes: Residential dwellings units; restaurant; non retail commercial shop financial establishment; PROVIDED ALWAYS THAT there is a maximum of 330 residential dwelling units and that the maximum gross floor area for uses (ii) - (v) is 280 square metres; Delete the following clauses: 3 (b) Gross Floor Area; 3(c) Maximum gross floor area; 3(d) carparking; and 5 (c) Service Areas

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	City	52	1-1	

-- Involved Parties ----------

Role	Name
Representor	Jack Kershaw
Lessee	38 Akuna Pty Limited
Lessee	Roads Act
Applicant	Amalgamated Property Group Pty
Representor	Ross Edgar
Representor	Geoff & Susan Davidson
Representor	Corval Partners Limited

-- Activities ----------

Activity Name	Status
Aat - Appeal	Active
Merit Track	Approval Conditional

Application DA950083 **Lodged** 10-JAN-95 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	City	52	1-1	

-- Involved Parties ----------

Role	Name
Applicant	Eggleston/Macdonald Architects

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA945414 **Lodged** 21-OCT-94 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	City	52	1-1	

-- Involved Parties ----------

Role	Name
Applicant	Geoff Butterworth & Partners

-- Activities ----------

Activity Name	Status
D+S Non-Residential	Approved

Application DA945055 **Lodged** 28-SEP-94 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	City	52	1-1	

-- Involved Parties ----------

Role	Name
Applicant	Geoff Butterworth & Partners

-- Activities ----------

Activity Name	Status
D+S Non-Residential	Approved

Application DA925305 **Lodged** 14-AUG-92 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	City	52	1-1	

-- Involved Parties ----------

Role	Name
Applicant	Australian Construction Servis

-- Activities ----------

Activity Name	Status
Non-Residential Design Siting	Approved

Application DA910895 **Lodged** 19-NOV-91 **Type** Non-residential

-- Application Details ----------

Description
NON-RESIDENTIAL
AMENDMENTS

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	City	52	1-1	

-- Involved Parties ----------

Role	Name
Contact	Amp Society
Applicant	Geoff Butterworth Armour & Par

-- Activities ----------

Activity Name	Status
Design & Siting - Non Residntl	Approved

Application DA910609 **Lodged** 16-OCT-91 **Type** Non-residential

-- Application Details ----------

Description
NON-RESIDENTIAL
AMENDMENTS

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	City	52	1-1	

-- Involved Parties ----------

Role	Name
Applicant	Amp Investments
Contact	Butterworth Geff

-- Activities ----------

Activity Name	Status
Design & Siting - Non Residntl	Approved

Application DA910397 **Lodged** 18-SEP-91 **Type** Non-residential

-- Application Details ----------

Description
NON-RESIDENTIAL
NOTE: THESE ARE ALTERATIONS TO APPROVED PLANS

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	City	52	1-1	

-- Involved Parties ----------

Role	Name
Applicant	Geoff Butterworth Armour & Par
Contact	Adamson
Contact	Amp Investments

-- Activities ----------

Activity Name	Status
Design & Siting - Non Residntl	Approved

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at
http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

Sect	Blk	DA No.	Description	Overlay Policy	Status	
0	1339	202443292	THE PUBLIC NOTIFICATION PERIOD HA BEEN EXTENDED - PLANNING ACT 2023 - PROPOSAL FOR CEMETERY - Proposed works for the first stage of the proposed Southern Memorial Park comprising of a new entrance, including a signalised intersection with Mugga Lane, 2,500 traditional burial plots, relocation of horse jumping area, realignment of equestrian trail, construction of internal roads and basin, utility reticulation, construction of works depot with office and sheds, landscaping, tree removal, civil works and associated works.		Active	
0	1313	202443292	THE PUBLIC NOTIFICATION PERIOD HA BEEN EXTENDED - PLANNING ACT 2023 - PROPOSAL FOR CEMETERY - Proposed works for the first stage of the proposed Southern Memorial Park comprising of a new entrance, including a signalised intersection with Mugga Lane, 2,500 traditional burial plots, relocation of horse jumping area, realignment of equestrian trail, construction of internal roads and basin, utility reticulation, construction of works depot with office and sheds, landscaping, tree removal, civil works and associated works.		Active	
1	3	202341592	LEASE VARIATION - To vary the Crown lease by increasing the gross floor area permitted to be used for educational establishment by 20 square metres to 470 square metres.	Approval Conditional		04-JUL-23

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at http://www.legislation.act.gov.au/ni/2008-27/current/default.asp

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

ASBESTOS SEARCH

ACT Government records indicate that a form of asbestos is or has been present on this land. For further information please refer to the Building Conveyancing Report, or contact a licensed Asbestos Assessor for an independent report in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos).

CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canbe

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

---- END OF REPORT ----

GRADY STRATA & FACILITIES PTY LTD
ABN: 55 609 045 061
PO Box 3197, MANUKA, ACT, 2603
P | 02 6251 1214
E | office@gradystrata.com.au

Owner Ledger

Start Date: 01/11/2022
End Date: 30/11/2026
Owners: One only

The Owners of Units Plan 3941 — Manhattan on the Park, 240 Bunda Street, CANBERRA ACT 2601

Lot 119 Unit 1116 Denise Bullock — UE / AE: 31.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Sinking Fund Due	Sinking Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	0.00		0.00						
1	01/01/2023	Quarterly	Quarterly Admin/Sinking Levy - 01.01.23 - 31.03.23	1,249.10	1,249.10	444.65	444.65	0.00	0.00%	Standard	Normal	None
2	01/04/2023	Quarterly	Quarterly Admin/Sinking Levy - 01.04.23 - 30.06.23	1,249.10	1,249.10	444.65	444.65	0.00	0.00%	Standard	Normal	None
3	01/07/2023	Quarterly	Quarterly Admin/Sinking Levy - 01.07.23 - 30.09.23	1,249.10	1,249.10	444.65	444.65	0.00	0.00%	Standard	Normal	None
4	09/11/2023	Quarterly	Quarterly Admin/Sinking Levy 01/10/2023 - 31/12/2023	1,249.10	1,249.10	550.55	550.55	0.00	0.00%	Standard	Normal	None
5	01/01/2024	Quarterly	Quarterly Admin/Sinking Levy 01/01/2024 - 31/03/2024	1,249.10	1,249.10	550.55	550.55	0.00	0.00%	Standard	Normal	None
6	01/04/2024	Quarterly	Quarterly Admin/Sinking Levy 01/04/2024 - 30/06/2024	1,249.10	1,249.10	550.55	550.55	0.00	0.00%	Standard	Normal	None
7	01/07/2024	Quarterly	Quarterly Admin/Sinking Levy 01/07/2024 - 30/09/2024	1,249.10	1,249.10	550.55	550.55	0.00	0.00%	Standard	Normal	None
8	01/08/2024	Once-off	Once-off Admin Levy - Supreme Court Legal Costs (Rectification Order Matter)	1,176.45	1,176.45	0.00	0.00	0.00	0.00%	Standard	Normal	None
9	09/11/2024	Quarterly	Quarterly Admin/Sinking Levy 01/10/2024 - 31/12/2024	1,232.10	1,232.10	578.10	578.10	0.00	0.00%	Standard	Normal	None
10	01/01/2025	Quarterly	Quarterly Admin/Sinking Levy 01/01/2025 - 31/03/2025	1,232.10	0.00	578.10	0.00	0.00	0.00%	Standard	Normal	None
11	01/04/2025	Quarterly	Quarterly Admin/Sinking Levy 01/04/2025 - 30/06/2025	1,232.10	0.00	578.10	0.00	0.00	0.00%	Standard	Normal	None
12	01/07/2025	Quarterly	Quarterly Admin/Sinking Levy 01/07/2025 - 30/09/2025	1,232.10	0.00	578.10	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments $0.00 — Levy arrears & owner invoices due $0.00 — Interest on levy arrears $0.00

Receipts

					Admin Fund		Sinking Fund		Unallocated			
Date	Receipt no.	Subtype	Status	Source	Paid	Interest	Paid	Interest	Paid	Total amount	Cheque no.	Levy no.
19/12/2022	2495	Receipt	Banked		1,253.71	0.00	446.29	0.00	0.00	1,700.00		1, 2
21/04/2023	3029	Receipt	Banked		1,244.49	0.00	443.01	0.00	0.00	1,687.50		2
05/07/2023	3391	Receipt	Banked		1,249.10	0.00	444.65	0.00	0.00	1,693.75		3
09/11/2023	3777	Receipt	Banked		1,249.10	0.00	550.55	0.00	0.00	1,799.65		4
09/11/2023	3778	Receipt	Banked		1,249.10	0.00	550.55	0.00	0.00	1,799.65		5
10/11/2023	3797	Levy refund			(1,249.10)	0.00	(550.55)	0.00	0.00	(1,799.65)		5
16/01/2024	4166	Receipt	Cancelled		1,249.10	0.00	550.55	0.00	0.00	1,799.65		5
18/01/2024	4166	Receipt cancellation	Cancelled		(1,249.10)	0.00	(550.55)	0.00	0.00	(1,799.65)		5
19/01/2024	4176	Receipt	Banked		1,249.10	0.00	550.55	0.00	0.00	1,799.65		5
02/04/2024	4458	Receipt	Cancelled		1,249.10	0.00	550.55	0.00	0.00	1,799.65		6
04/04/2024	4458	Receipt cancellation	Cancelled		(1,249.10)	0.00	(550.55)	0.00	0.00	(1,799.65)		6
04/04/2024	4500	Receipt	Banked		1,249.10	0.00	550.55	0.00	0.00	1,799.65		6
02/07/2024	4892	Receipt	Banked		1,249.10	0.00	550.55	0.00	0.00	1,799.65		7
01/08/2024	5165	Receipt	Banked		1,176.45	0.00	0.00	0.00	0.00	1,176.45		8
11/11/2024	5599	Receipt	Banked		1,232.10	0.00	578.10	0.00	0.00	1,810.20		9

GRADY STRATA & FACILITIES PTY LTD
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Statement of Financial Position

As at 31/10/2024

The Owners of Units Plan 3941 — Manhattan on the Park, 240 Bunda Street, CANBERRA ACT 2601

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(262,370.64)
Owners Equity--Admin	162,376.38
	(99,994.26)
Sinking Fund	
Operating Surplus/Deficit--Sinking	(3,618.87)
Owners Equity--Sinking	2,139,460.68
	2,135,841.81
Net owners' funds	$2,035,847.55
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	42,522.88
Receivable--Levies--Admin	38,771.35
Receivable--Owners--Admin	1,236.00
	82,530.23
Sinking Fund	
Cash at Bank--Sinking	717,273.84
Investments--Sinking	1,500,000.00
Receivable--Levies--Sinking	10,119.18
	2,227,393.02
Unallocated Money	
Cash at Bank--Unallocated	717.95
	717.95
Total assets	2,310,641.20
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(8,063.23)
Prepaid Levies--Admin	190,587.72
	182,524.49
Sinking Fund	
Creditor--GST--Sinking	2,128.50
Prepaid Levies--Sinking	89,422.71
	91,551.21
Unallocated Money	
Prepaid Levies--Unallocated	717.95
	717.95
Total liabilities	274,793.65
Net assets	$2,035,847.55

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 9 March 2022 at 5.00pm

PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Peter Hopner, Tracey Blunt, Gary Webb, Jonathan Nest, David Bibo, Alastair D'Silva
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady and Julie Edgerton
APOLOGIES: Jeanette Adams

1 Chair's Welcome

1. The Chair of the Executive Committee, Ms Tracey Blunt, welcomed members to the meeting.

2 Previous Minutes

1. The Committee **accepted** the minutes of the meeting held 9 February 2022.

3 Policy Discussion

1. The Committee **reviewed** the existing Rule Enforcement Policy as previously approved by the Committee on 4 November 2020. The Committee **agreed** that this process is a compliant process under the Unit Titles (Management) Act 2011 and **agreed** to continue to enforce rule breaches in accordance with this policy. The Committee **noted** that the policy has a series of three warnings to the person in breach, then if the person continues to breach, a minute from the Committee is required to issue a Rule Infringement Notice (RIN), with those considerations required to meet the standards set out under Section 109 of the Unit Titles (Management) Act 2011.
2. The Committee **noted** that the Strata Manager will keep a spreadsheet of breaches of the Rules and actions taken and the Committee will not be required to receive a copy of each piece of correspondence between meetings relating to Rule breaches. The rule breach spreadsheet will be presented at each Committee meeting.
3. The Committee **agreed** to undertake a review the Rules by a legal firm. Three quotes will be sought from lawyers to assist in this process to ensure the proposed Rules presented to the next Annual General Meeting are compliant with the relevant legislation. The Committee **agreed** to request quotes from Kerin Benson Lawyers, Proctor Legal and Minter Ellison for this purpose.
4. The Committee **agreed** to provide urgent and ongoing financial delegations to the Building Manager and Strata Manager for up to $1,000 for works at the property. The Committee **agreed** to provide approval for emergency repairs of up to $10,000 to David Bibo and Jonathan Nest. The Committee **agree** that any major non-urgent repairs above these limitations will require Committee approval. The Committee **agreed** that all ongoing contracts will require Committee approval.
5. The Committee **agreed** to appoint Jonathan Nest, David Bibo and Jeanette Adams as invoice approvers for any non-routine invoices. The Committee **agreed** a majority vote (2/3) is required for the payment of the invoice.
6. The Committee **agreed** to close down the Manhattan Facebook following the posting of advice to the Facebook Page providing reasons for its removal. The Committee **noted** that this shut-down is agreed due to potential liability risks to the Owners Corporation and any Facebook Group moderators and admins as a result of a recent high court decision.

7. The Committee **noted** that in the past there was a Communications Group who worked with the Strata & Building Manager to provide subjects for the noticeboards so that the content could be changed weekly. The Committee **agreed** to continue with a Communications Group which will consist of Tracey Blunt, Annie Gregg and Alastair D'Silva. The Committee **agreed** that this group will review and/or draft proposed notices for the noticeboards with Grady Strata.
8. The Committee **agreed** to consider the use of sandwich boards for notices near the pool area, with further considerations to occur next meeting.

4 Facilities

1. The Committee **noted** the Minutes from Facilities Management Meeting 2/3/22.
2. The Committee **noted** the monthly report by Building Manager.
3. The Committee **agreed** to add the proposed gym equipment list onto the portal for Owners' response.
4. The Committee **noted** that High Standards Access had abseiled to fix some leaks around windows. Unit 1321 had reported the repair was unsuccessful. Unit 419 advised Grady Strata of an unresolved leak after the abseil works. Further consideration will be undertaken for these leaks, including considerations of utilising scaffold installed for cladding replacement to repair these leaks.
5. The Committee **agreed** that the inaccessible window cleaning would not occur until the cladding has been completed and that this would be reported on the portal.
6. The Committee **approved** for the Strata Manager to arrange temporary repairs when there is a leak coming into a unit from a balcony above (eg installation of a drip tray into the ceiling space) where the cause of the issue relates to a matter covered by the Rectification Order issued by the Construction Occupations Registrar. Any tiling repairs to tented tiles on balconies will be initially assessed by the Building Manager and a make-safe carried out where possible.
7. The Committee **noted** that the review of contracts was ongoing with the facilities management group.
8. The Committee **requested** that Grady Strata arrange additional pants for the on-site manager for work purposes. Grady Strata **agreed** to this request and to liaise with Chris Blake.

4. Strata Managers Report

1. The Committee **noted** the financials up to 28/2/2022 and raised no queries.
2. The Committee **requested** that the quarterly financial report be put onto the portal for all Owners to view.

5. General Business

1. The Committee **noted** that unit 7 had been given a car space in the Canberra Centre as her space was not able to be utilised due to the flammable cladding backing the car space. Unit 7 has liaised with unit 620 who has a space for rent within Manhattan. Strata Manager to liaise with unit 620 to see if the same price or less can be offered.
2. The Committee **agreed** to convening an E-introduction Meeting for all Owners with Grady's (including information on the portal). Date and content to be drafted by Grady Strata.
3. The Strata Manager **advised** that approximately $400,000 has been paid so far for the first special levy.

4. The Committee **noted** requests from 8 owners for payment plans for the cladding special levies. The Committee **agreed** that the Owners Corporation is not in a position to offer repayment plans that differ to the commitments for all other owners. Further, the Committee **agreed** that it does not have legal authority to assess individual owner hardship which reaffirms this position and **noted** the Owners Corporation is not a crediting provider. The Committee **noted** that the staged levies over 7 months to fund the cladding project align with the existing project cashflow requirements under the contract with Project Coordination. To avoid the impost of asking for 100% upfront, repayments have been phased to assist owners as much as possible within the funding option approved at the February General Meeting. The Committee **noted** that as with other strata levies these levies will attract interest if not paid by the due date and will be pursued in the same manner. Therefore, Owners may wish to seek financing options from financial services providers, including those who owners may already be engaging with.
5. The Committee **noted** that arrears from non-payment of standard and special levies will be treated the same under the debt collection process by Grady Strata.
6. The Committee **requested** that AFP pay for the cost of the new fire door to unit 1511 as they had kicked the door in searching for an old tenant. Strata Manager to liaise with AFP on this.
7. The Committee **noted** the insurance for the complex is in the name of the Owners Corporation hence if an individual Owner was at fault causing a claim, then under Section 31 of the Unit Titles (Management) Act 2011 the applicable excess will be on-charged.
8. The Committee **approved** the flooring application from unit 408.
9. The Committee **declined** an application from unit 1013 for replacement flooring citing the lack of acoustic testing reports for the proposed product.
10. The Committee **agreed** to discuss correspondence sent to Owners by Canberra Strata without approval.
11. Update UT3/2022 – David Spedding v UP3941 – not discussed.
12. Update UT35/2021 – D'Silva & Ellison v UP3941 - The Chair and Secretary met with the Applicants on 4 March 2022 to try to reach a resolution to their ACAT application dated 25 January 2022 (**ACAT Application**). The outcome of the meeting was that a resolution was not reached.

    Having reviewed and considered the ACAT Application, the Committee formed the view that the circumstances of the alleged contravention of the house rules by the Applicants were not such that it was likely that the alleged contravention would continue or be repeated (as required under section 109(1) of the *Unit Titles (Management) Act 2011*).

    As such, the Committee resolved to withdraw the Rule Infringement Notice issued to the Applicants on 24 June 2021 (**RIN**), reimburse the Applicants for fees charged in respect of the RIN - expected to be $154.00, and withdraw the associated warnings issued to the Applicants.

Next Meeting is scheduled for Wednesday 13 April 2002 at 5pm.

Meeting Closed:6:22pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 13 April 2022 at 5.00pm

PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Peter Hopner, Tracey Blunt, Gary Webb, Jonathan Nest, Alastair D'Silva, Jeanette Adams
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady and Julie Edgerton
APOLOGIES: David Bibo

1 Chair's Welcome

a. The Chair of the Executive Committee, Ms Tracey Blunt, welcomed members to the meeting.

2 Previous Minutes

a. The Committee **accepted** the minutes of the meeting held 9 March 2022.

3 Facilities

a. The Committee **noted** the monthly report by Building Manager.
b. The Committee **noted** that the door to the entry lobby to units 7 and 8 was not closing properly and CLASS Locksmiths will be engaged to repair.
c. The Committee **noted** the Minutes from Facilities Management (FM) Meeting 4/4/22.
d. The FM Group **reported** that KONE has advised works to lifts are complete. IntegraLift will be re-engaged to see if the defect works on the lifts is complete, noting that KONE will be advised to pay for the consultant if there are issues located during the lift inspection.

4 Strata Managers Report

a. The Committee **noted** the financials up to 31/3/2022 and raised no queries.
b. The Committee **agreed** that the process for cladding rectification progress payments is that Project Coordination will advise Dowse Projects when sections of cladding has been completed. Dowse will then advise the PCG Group of the compliance/satisfaction of the works, following which final approval will be made by PCG to Grady Strata before payment is initiated.
c. The Committee **noted** that interest rates for term deposits are quite low, however **agreed** to investigate investing up to $1.5 million of the Sinking Fund for 12 months.
d. The Committee **noted** the transfer of $411,696 from the Administrative Fund to the Cladding Special Purpose Fund as per the agreement reached at the February 2022 General Meeting.
e. The Committee **noted** that approximately $2.2 million had been paid so far out of the $3 million for the first special levy. The Committee **agreed** to vigorously pursue this debt.
f. The Committee **noted** receipt of an Adequacy Certificate from ACT Consulting Engineers for the proposed core-holes for the Unit 332 fit-out. The Committee **agreed** that this certificate should be re-worded to ensure an absolute opinion is provided via this certificate. The Committee **further agreed** that it is not in a position the provide approval as, following careful consideration and detailed discussion via email, the approval sought is considered a role of the Owners Corporation and not the

Executive Committee acting themselves. The Committee **agreed** that a General Meeting would be called if a valid petition under the Unit Titles (Management) Act 2011 was received, however a meeting would not be called to discuss this specific issue in the absence of such a petition.

g. The Committee **noted** receipt of feedback from owners in relation to the sourcing of replacement gym equipment. It was **noted** that the majority of feedback concurred with the existing volume of equipment provided in the gym, including maintaining balance between cardio and strength equipment. The Committee **agreed** for the finalized list to be tendered.
h. The Committee **agreed** to purchase new exercise mats at a cost of <$500.
i. The Committee **considered** quotes from Kerin Benson ($9,000 inc GST), Minters Ellison ($5,500 inc GST) and Sue Proctor ($4,400-$6,600 inc GST) for the revision and update of the current House Rules for Manhattan. The Committee **approved** the quote from Minters Ellison. The update will include amendments from the 2021 AGM including the safety and security policy and will review the validity of the Rules in accordance with legislation.
j. The Committee **noted receipt** of the summary spreadsheet of Rule Breaches that Grady Strata has developed.
k. The Committee **approved by ordinary resolution** the issuance of a Rule Infringement Notice to the Owner of Unit 503 for ongoing breaches of 'Rule 2 – Vehicles and Parking' as a result of ongoing parking in the forecourt area.
l. The Committee **noted** that a pet register was not provided by the previous managing agent. Grady Strata will keep a register of all new pet approvals.
m. The Committee **noted** that Grady Strata will send out invitations to all Owners next week for an information session on the portal.
n. The Committee **noted** that Michael Grady will develop a form for the application of obtaining enhanced access if Owners own multiple units. Once the form is agreed to by the Committee, the Owner of units 1213 and 1606 will be asked to complete it. The Committee have tentatively agreed in principle to the enhanced access for this Owner.
o. The Committee **noted** that insurance discussion paper relating to the transparency or otherwise of insurance commission arrangements was circulated to the Committee for consideration. The Committee **agreed** to compile and submit a response by 20 April 2022.
p. The Committee **approved** the application from unit 905 for the keeping of an indoor cat, noting that Tracey Blunt declared a conflict of interest and abstained from voting.
q. The Committee **noted** the new arrangement for unit 7 to utilize the car space rental from unit 620 rather than in Canberra Centre at $300 per month, commencing from 6 May 2022 and ending once the forecourt cladding replacement process is complete.

5 Other Business

a. The Committee **withdrew** any further discussion regarding the OC Correspondence from Canberra Strata
b. The Committee **approved** the quote from Energy Brokers at $299 + GST to tender for electricity and gas.
c. The Committee **discussed** developing their own Manhattan website. Julie Edgerton will circulate some example strata websites to the Committee to promote ideas on what would be included if the website proceeds.

d. The Committee **discussed** the idea of having tv monitors in the foyers for regular updates to residents. Julie Edgerton will investigate the cost and will advise the Committee.
e. The Committee **noted** that the previous swipe audit took over 12 months to complete. Grady Strata will revisit the process and will arrange for the audit to be carried out over the next couple of months.

Next Meeting is scheduled for Wednesday 11 May 2002 at 5pm via Zoom.

Meeting Closed:6:23pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Tuesday 3 May 2022 at 5.30pm

PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Peter Hopner, Tracey Blunt, Gary Webb, Alastair D'Silva, Jeanette Adams, David Bibo
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady
APOLOGIES: Jonathan Nest

1 Chair's Welcome

a. The Chair of the Executive Committee, Ms Tracey Blunt, welcomed members to the meeting.

2 Access to apartments for defect inspections (ACAT)

a. The Committee **unanimously agreed** in accordance with Section 28 of the Unit Titles (Management) Act 2011 to force access via a locksmith to units where access is not provided via door knock in accordance with the time schedule provided in the '220503 Unit Access Requirements' notice. This access is to be facilitated only for the purpose of facilitating review by Mr Jolley and his experts of defects identified in the Diagnostech report commissioned by the Owners Corporation and as required by ACAT. The Committee **further agreed** to engage a security guarding company to ensure the safety and security of all parties and their belongings, with the security company to keep a log sheet noting the time access was provided, the time of departure, the secure status of the apartment after departing and any issues encountered if any when gaining access.

Meeting Closed: 6:10pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held at the Offices of Grady Strata & Facilities on Wednesday 11 May 2022 at 5.00pm

PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Tracey Blunt, Gary Webb, Jonathan Nest, Jeanette Adams
EXECUTIVE COMMITTEE (EC) VIA ZOOM: Alastair D'Silva, Peter Hopner
EXECUTIVE COMMITTEE (EC) VIA PHONE: David Bibo
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady and Julie Edgerton
APOLOGIES: n/a

1 Chair's Welcome

a. The Chair of the Executive Committee, Ms Tracey Blunt, welcomed members to the meeting.

2 Previous Minutes

a. The Committee **accepted** the minutes of the meeting held 13 April 2022 and 3 May 2022.

3 Facilities

a. The Committee **noted** the monthly report by Building Manager.
b. The Committee **noted** the monthly report from Dowse Projects. The Committee **approved** a quote for $500 to 360 Degree Fire to reseal exposed fire penetrations identified behind removed cladding and is being funded by the budgeted project contingencies set aside for this purpose.
c. The Committee **noted** the Minutes from Facilities Management (FM) Meeting 4/5/22.
d. The Committee **approved** the quote from QS Solutions at $3,630 inc GST to carry out a valuation for insurance purposes.

4 Strata Managers Report

a. The Committee **noted** the financials up to 30/4/2022 and raised no queries.
b. The Committee **noted** that the audit of the 20/21 financials had been ongoing since January 2022, with delays being caused due to some missing documentation not provided on handover. The Committee requested quotes from other firms to consider for future audits given the sheer amount of time being taken by the auditors for this year's audit.
c. The Committee **approved** the investment of $1.5 million from the Sinking Fund for a term of 6 months at 2.15% with AMP.
d. The Committee **noted** that the first payment for the cladding process has been recommended by Dowse and final payment made for the first project claim.
e. The Committee **deferred** approval for the flooring application from Unit 702, as there were deficiencies in the application, notably the application form was not completed in its entirety and the flooring specifications had not been submitted, only the specifications for the underlay. The Committee agreed that once these two items are provided, then Tracey Blunt and Annie Gregg will review the reapplication on behalf of the Committee.

f. The Committee **discussed** speed signage for the carparks. Chris Blake will advise how many signs are needed and Michael Grady will obtain quotes for these. The Committee **agreed** that the wording would be 8km/hr shared zone and reflect this in the House Rules. The Committee raised the idea of speed humps but rejected this as an option due to vibrational noise that would be generated from driving over the humps.
g. The Committee **requested** Grady Strata to produce draft Minutes within one week of the meeting. Committee also requested that the Notice of Meetings be issued one week before the meeting or at the latest by the Friday before the Meeting on the following Tuesday.
h. The Committee **noted** Michael Grady will follow up with agent, LJHooker Manuka, regarding costs for the card reader that was stolen by their tenant (noting new card reader was installed the same day).
i. The Committee **noted** that during the unit inspections for the rectification order, that the entry timber flooring of unit 320 had been damaged. The damage will be addressed with the security guarding company and the locksmith.
j. To minimise risk to pedestrians the Committee agreed that the public car parks should not be opened up until the forecourt works have been completed. Project Coordination have requested the temporary use of the public car park which was favourably considered by the Committee under the proviso that bollards would be maintained when Project Coordination did not require access to them. Project Coordination will also provide notices on all the bollards with wording of "for use of construction staff only".
k. The Committee **noted** that the information session for the portal will be scheduled for 18 May 2022. The session will be recorded and added to the portal for Owners to view at a later date.
l. The Committee **noted receipt** of the summary spreadsheet of Rule Breaches from Grady Strata.
m. The Committee **noted** that Grady Strata will send House Rules to Minter Ellison tomorrow for their review and comments which are required back by August to sufficiently allow time to review before the AGM.

Next Meeting is scheduled for Wednesday 8 June 2002 at 5pm via Zoom.

Meeting Closed:6:10pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 8 June 2022 at 5.00pm

PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Tracey Blunt, Gary Webb, Jonathan Nest, Jeanette Adams, Peter Hopner, David Bibo
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady and Julie Edgerton
APOLOGIES: nil received

1 Chair's Welcome

a. The Chair of the Executive Committee, Ms Tracey Blunt, welcomed members to the meeting.

2 Previous Minutes

a. The Committee **accepted** the minutes of the meeting held 11 May 2022.

3 Facilities

a. The Committee **noted** the monthly report by Building Manager.
b. The Committee **noted** the Minutes from Facilities Management (FM) Meeting 1 June 2022.
c. The Committee **noted** the Communications Group report for June 2022.

4 Strata Managers Report

a. The Committee **noted** the financials up to 31/5/2022. The Treasurer raised that two carparking invoices that needed to be reallocated to the correct chart of account.
b. The Committee **noted** that Michael Grady will provide a draft cladding progress summary to the Committee. Project Coordination will also check the draft. Once the draft is confirmed by the Committee, then this will be distributed to all Owners as an update on the project.
c. The Committee **noted** that the cladding special levy arrears were being reduced. Reminders for non-payment of the special levy had been sent out to Owners. The Committee **noted** that the next special levy is due 30 June 2022.
d. The Committee **noted** the receipt of correspondence regarding the claim against 38 Akuna Pty Limited regarding the GST amount on the original purchase price of the unit. The Committee **noted** that only original Owners were entitled at the time to make claim for the GST, however the correspondence received advised that 38 Akuna Pty Limited had gone into liquidation. The Committee noted that there was no action required for the Committee to carry out, as each Owner involved in the claim would be notified individually of the liquidation.
e. The Committee **agreed** to new tower signage (version 3) out the front of each lift, noting what unit numbers are in each section of the towers.
f. The Committee **declined** to consider the application for unit 1604 for the installation of a gas heater with a gas flue penetration through the common property roof deck. The Committee **advised** they are not empowered under the Unit Titles Management Act 2011 to grant approval. However, the power to grant changes to common property'(roof deck & ceiling cavity) can be granted by Special Privilege (s112A) which is held exclusively by Manhattan's Owners Corporation.

g. The Committee **did not** discuss correspondence received regarding the mobile phone base station at 1 Binara Street, Canberra.
h. The Committee **noted** that costings for a security consultant were being sought, as a Committee member had raised possibly having a system that could capture faces in the lobby and numbers plates accessing building. The Committee **noted** that the Facilities Management Meeting last week **approved** for the installation of blocker plates for the four fire doors.
i. The Committee **noted** that the Rule Enforcement and Reporting spreadsheet would be provided with these Minutes.

5 Other Business

a. The Committee **noted** that the draft of the updated House Rules is due back in August from Minters Ellison.
b. The Committee **approved** the application from unit 1221 for the keeping of a cat.
c. The Committee **noted** that the portal information session is scheduled for Thursday 16 June 2022.
j. The Committee **discussed** developing their own Manhattan website. Julie Edgerton will recirculate some example strata websites to the Committee to promote ideas on what would be included if the website proceeds. This item will be added to next month's agenda for further discussion.

Next Meeting is scheduled for Wednesday 13 July 2022 at 5pm via Zoom.

Meeting Closed:5:42 pm

GENERAL MEETING MINUTES
'MANHATTAN ON THE PARK'
UNITS PLAN 3941
240 BUNDA STREET, CANBERRA, ACT, 2601

Held via Zoom on the 15 August 2022 at 5:30pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units: 8, 141, 316, 320, 322, 323, 332, 407, 411, 416, 420, 422, 423, 424, 504, 507, 515, 517, 601, 605, 606, 608, 611, 618, 619, 622, 705, 720, 722, 802, 808, 810, 811, 812, 815, 816, 819, 822, 823, 901, 902, 905, 916, 920, 1002, 1008, 1011, 1102, 1103, 1104, 1114, 1118, 1121, 1122, 1213, 1214, 1217, 1222, 1302, 1307, 1308, 1310, 1318, 1319, 1320, 1322, 1324, 1405, 1406, 1411, 1414, 1415, 1416, 1417, 1422, 1502, 1503, 1508, 1513, 1514, 1516, 1517, 1518, 1520, 1522, 1603, 1606, 1608, 1609, 1610, 1611, 1613, 1614.

In attendance: Michael Grady, Julie Edgerton & Mark Terracini – Grady Strata & Facilities
Hamish Drummond, Jonathan Colbran & Adam Cormack – RSM Australia
Susan Proctor – Proctor Legal

Proxies: Representatives for Units: 3, 328, 518, 724, 901, 906, 1109, 1113, 1118, 1206, 1305, 1419, 1603, 1611

Absentee Voting Forms: 7, 220, 306, 321, 508, 510, 1101, 1109, 1105, 1322, 1505, 1511, 1512, 1612

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members of the Owners Corporation and introduced the RSM Australia Team.

Mr Jonathon Colbran, the appointed administrator for Units Plan 3941, assumed the position of Chair of the meeting as the current Chair of the Executive Committee and introduced the RSM Australia team.

The managing agent provided an overview of the operational requirements of the meeting owing to the electronic methods adopted, noting particularly that voting would be undertaken via Zoom Poll, with additional votes to be provided via the chat function where representatives own multiple units or hold additional proxies.

The managing agent alerted the meeting to the receipt of a letter from Colquhoun Murphy acting on behalf of Canberra Strata in relation to reservation of their rights in respect of their termination and a claim against the Owners Corporation.

The managing agent advised that the meeting would not be recorded and advised those present that recording of the meeting was not permitted. The managing agent advised that a quorum had not been achieved and therefore the meeting would re-commence at 6:00pm after a short break.

Motion 1: Minutes of Annual General Meeting 14 December 2020 (Ordinary Resolution)

Motion 1: *"That the minutes of the AGM held on the 14 December 2020 be confirmed as an accurate record of that meeting."*

Motion Carried

Motion 2: Minutes of last Annual General Meeting 16 December 2021 (Ordinary Resolution)

Motion 2: *"That the minutes of the AGM held on the 16 December 2021 be confirmed as an accurate record of that meeting."*

Motion Carried

Motion 3: Minutes of last General Meeting 15 February 2022 (Ordinary Resolution)

Motion 3: *"That the minutes of the General Meeting held on the 15 February 2022 be confirmed as an accurate record of that meeting."*

Motion Carried

Motion 4: Appointment of Manager (Section 50 Unit Titles (Management) Act 2011 (Ordinary Resolution)

Motion 4: *"That Grady's Strata & Facilities Pty Limited ACN 609 045 061 be appointed as Strata Managers for an initial period of 2 years with an option at the Owners Corporations election to extend the agreement for a further 12 months, with effect on and from the 10 January 2022 and on the terms of the annexed Management Agreement."*

Motion Carried

Motion 5: Appointment of Auditor 2020/21 (Ordinary Resolution)

Motion 5: *"That the Owners – Units Plan 3941 RESOLVES by Ordinary Resolution to ratify the appointment of Kelly + Partners for the audit of the financial records before the Annual General Meeting, which has already been completed for the period on and from 1 November 2020 until 31 October 2021."*

Motion Carried

Motion 6: Appointment of Auditor 2021/22 (Ordinary Resolution)

AMENDED Motion 6: *"That the Owners – Units Plan 3941 RESOLVES by Ordinary Resolution for the administrator to appoint an auditor to commence and complete the audit of the financial records before the Annual General Meeting in accordance with Schedule 2, 2.1(g)(i)."*

The meeting noted that Kelly + Partners have advised that they would not be able to commence their audit within 4 weeks, therefore an alternate auditor would be required to be engaged for the current period to ensure the Annual General Meeting can be held within a shorter timeframe.

Motion Carried

Motion 7: Expenses of the Owners Corporation (Ordinary Resolution)

Motion 7: *"That the Owners – Units Plan 3941 RESOLVES by Ordinary Resolution to approve the expending of funds from the general fund (administrative fund) surplus as at 16 December 2021, with effect on and from 16 December 2021 to pay the expenses of the Owners Corporation until such time as an Annual General Meeting is convened and relevant budgets are approved for the Administration Fund Contributions."*

Motion Carried

NEW Motion 8: Updated Sinking Fund Plan (Ordinary Resolution)

NEW Motion 8: *"That the Owners – Units Plan 3941 RESOLVES by Ordinary Resolution to amend the Sinking Fund Plan in accordance with Section 86 of the Unit Titles (Management) 2011 to reflect the changes in the spreadsheet provided by Jonathan Nest and presented to the 15 August 2022 General Meeting."*

Mr Jonathan Nest proposed an additional motion to the Owners Corporation to amend the Sinking Fund Plan for the property to ensure the Owners Corporation could meet its obligations to maintain the Common Property via the items originally identified for expenditure from the Sinking Fund in the 2021 Annual General Meeting Package Budget, with some additional amendments to that budget owing to the time elapsed since that initial meeting and factual changes in works being sought to be undertaken within the current budget year.

Motion Carried

Motion 9: Sinking Fund Expenditure of the Owners Corporation (Ordinary Resolution)

AMENDED Motion 9: *"That the Owners – Units Plan 3941 RESOLVES by Ordinary Resolution to approve the expending of funds from the sinking fund (sinking fund) as at 16 December 2021, with effect on and from 16 December 2021 to pay the sinking fund expenses, consistent with the sinking fund plan of the Owners Corporation as amended by Motion 8 of the 15 August 2022 General Meeting, until such a time as an Annual General Meeting is convened and relevant budgets are approved for the Sinking Fund Contributions."*

The managing agent advised that an amendment to the motion would need to be undertaken due to the passing of Motion 8, to allow expenditure in accordance with the newly revised plan adopted under Motion 8.

Motion Carried

Motion 10: Insurances (Ordinary Resolution)

Motion 10: *"That the Owners – Units Plan 3941 authorise the Administrator in exercising its functions of the Executive Committee to seek renewal options and renew the insurances for the Owners Corporations' statutory insurances."*

Motion Carried

Motion 11: Collation of proposals from a Quantity Surveyor for consideration at upcoming AGM (Ordinary Resolution)

Motion 11: *"The Owners Corporation authorise the Administrator as the Executive Committee to seek three proposals from three Quantity Surveyors with respect to reviewing the relevant amounts being expended in relation to the Cladding Building Works Contract, for the purposes of tabling same for consideration by Owners at the Annual General Meeting for approval to proceed with an engagement."*

Members questioned what value would be obtained by seeking a cost estimate from a Quantity Surveyor, noting that the project had been tendered to multiple construction companies prior to entering into a contract with Project Coordination.

Members suggested that seeking a quantity surveyors cost estimate may allow the Owners Corporation to approach Project Coordination Australia, the incumbent cladding replacement company, to reduce the costs they are charging the Owners Corporation for the ongoing cladding replacement project.

Motion Failed

Motion 12: Proctor Legal Engagement (Ordinary Resolution)

Motion 12: *"That the Owners – Units Plan 3941 ratify the engagement of Proctor Legal to provide legal services in relation to the administration of the Owners Corporation as the need arises in accordance with the Administrator's reports of 24 June 2022, 1 July 2022 and 8 July 2022, and including where necessary, with respect to legal action, as defined under Section 2.5 (3) of Schedule 2, Part 2.1 of the Unit Titles (Management) Act 2011, in response to threatened legal action by a number of owners in accordance with the Costs Agreement annexed and marked A< B< C."*

The meeting undertook a general discussion on the tasks Proctor Legal were engaged to perform by the administrator. The chairperson, Jonathon Colbran of RSM Australia, addressed the meeting in relation to administration time costs and relevant legal costs incurred to progress the administration. The administrator re-emphasised to the meeting that only specific engagements require Owners Corporation approval, however in the interest of transparency all agreements were sought to be ratified.

Motion Carried

Motion 13: Cladding Project Special Purpose Fund (Special Resolution)

Motion 13: *"That the Owners – Units Plan 3941 resolve by special resolution in accordance with Section 74(1) of the Unit Titles (Management) Act 2011, and by so doing to ratify the decisions previously made at the 15 February 2022 General Meeting, to establish a special purpose fund for the purpose of raising and expending monies to apply to replacing identified flammable cladding affixed to the common property and/or defined parts of Units Plan 3941, including potential ancillary costs; including but not limited to, repairs to items that may be damaged or removed during the replacement process."*

Motion Carried

Motion 14: Cladding Project Special Purpose Fund Budget and Contributions (Ordinary Resolution)

Motion 14: *"That the Owners – UP 3941 by ordinary resolution ratify the budget set for the Cladding Project Special Purpose Fund at the February 2022 General Meeting of $6,000,000.00 (incl GST) to be paid into the general fund, for the Cladding Project SPF and determine the contributions to the fund be made on a proportional basis between all unit owners in accordance with their unit entitlement with such contributions to be paid <u>either</u> by three instalments on the following dates and proportion;-*

1. *Due 31 March 2022 – 50%;*
2. *Due 30 June 2022 – 25%; and*
3. *Due 30 September 2022 – 25%*

<u>OR</u>;-

by one 100% instalment payable and due on the 30 September 2022."

Members questioned whether interest or overdue fees would be applied to those who had not paid their levy by 30 September 2022. The managing agent advised that no interest would be accrued on levies for the cladding replacement outstanding from 31 March 2022 or 30 June 2022 and interest and debt collection would only commence after 30 September 2022 for outstanding cladding levies.

Motion Carried

MAINTENANCE ISSUES

The managing agent advised that residents could raise any outstanding maintenance items now, or alternatively report them to Grady Strata via email or via the Owners Portal. No issues were raised.

INSURANCE CLAIMS

The managing agent advised residents that there was one outstanding insurance claim being pursued in relation to legal costs incurred to defend UT3/2022, however no further outstanding claims were presently known. No new claims were raised.

GENERAL BUSINESS

Motion 15: Core holes in slab by unit 332 (commercial unit)

Motion 15: *"That the Owners Corporation resolve by special resolution that the owner of unit 332 may, insofar as it relates to the erection or alteration of a structure, complete fitout works in accordance with the plans and consultants reports provided, on the following conditions:*

1. *all fitout works are undertaken in accordance with all laws, including (but not limited to):*
    a. *requirements under the Planning and Development Act 2007 and its subordinate laws;*
    b. *requirements under the Building Act 2004 and its and its subordinate laws;*
    c. *requirements relating to noise, vibration and other pollutants;*
    d. *requirements relating to insurances (for building works or otherwise); and*

e. *requirements for all workers to be properly licensed and insured (where required);*

2. *the owner must provide to the owners corporation contact details for a representative of the builder/contractor undertaking the works;*
3. *the owner must ensure that no materials, tools, rubbish or debris are left lying on common property;*
4. *the owner must ensure any damage caused to any part of the common property by carrying out the work is repaired;*
5. *the owner must ensure any damage caused to any property of another unit owner or occupier by carrying out the work is repaired; and*
6. *on completion of the works, the owner must:*
   a. *notify the executive committee that the works are completed;*
   b. *ensure all rubbish and debris caused by the work is removed from the common property;*
   c. *ensure the common property is left clean and tidy; and*
   d. *if required by the owners corporation and where there is a legal requirement on the owner to obtain same, give the owners corporation copies of:*
      i. *any development approval relating to the works;*
      ii. *any building approval relating to the works;*
      iii. *any certificate of occupancy or certificate of completion relating to the works; and*
      iv. *any certificate or report from a certifier (such as a building commencement notice) stating that the works are exempt from a requirement to obtain development approval and/or building approval.*

The owner of Unit 332 spoke to the motion, noting that they are seeking this approval to facilitate the fit-out of a restaurant in the premises which could not presently be accommodated without additional core holes being drilled and additional plumbing assets installed to them.

The managing agent noted that there had been ongoing back-and-forth between their tenants' lawyers and the Owners Corporations lawyers in this matter, noting that the Owners Corporations lawyer has suggested that a Special Privilege would be required in addition to the core hole approval to facilitate connection of plumbing assets to the cores.

Several members raised concerns with long-term structural problems, risks of drilling into the slab and potential loss of indemnity from the builder relating to structural defects being pursued via the defect legal action.

Motion Failed

Meeting closed at 8:30pm

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 3941

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 21 October 2022

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened**
The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

o **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

[*If there is insufficient space here, tick ✓ and attach details to the notice*]

Date of decision	Full text of reduced quorum decision
21 October 2022	Annual General Meeting Minutes

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owners corporation.

..... THE OWNERS - UNITS PLAN No. 3941 Common Seal 28/10/2022

† In this notice, ***UTMA*** means the *Unit Titles (Management) Act 2011*.

Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

ANNUAL GENERAL MEETING MINUTES
'MANHATTAN ON THE PARK'
UNITS PLAN 3941
240 BUNDA STREET, CANBERRA, ACT, 2601

Held via Zoom on the 21 October 2022 at 5:00pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units: 97, 141, 305, 316, 322, 323, 407, 419, 420, 423, 515, 601, 611, 620, 622, 705, 722, 802, 815, 816, 822, 905, 916, 920, 1102, 1122, 1205, 1210, 1214, 1222, 1307, 1310, 1319, 1320, 1322, 1324, 1410, 1411, 1416, 1422, 1501, 1502, 1522, 1601, 1603, 1609, 1610, 1614,

In attendance: Michael Grady, Julie Edgerton & Mark Terracini – Grady Strata & Facilities
Jonathon Colbran & Hamish Drummond – RSM Australia
Susan Proctor – Proctor Legal

Proxies: Representatives for Units: 3, 21, 504 (invalid), 518, 724, 906, 1209, 1419, 1603, 1611,

Absentee Voting Forms: 320, 321, 422, 424, 509, 510, 711, 902, 908, 1008, 1220, 1321, 1414, 1417, 1505, 1512, 1513

Apology: 808

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members of the Owners Corporation to the meeting and introduced the RSM Australia Team and Susan Proctor of Proctor Legal.

Mr Jonathon Colbran, the appointed administrator for Units Plan 3941, assumed the position of Chair of the meeting as the current Chair of the Executive Committee.

The managing agent provided an overview of the operational requirements of the meeting owing to the electronic methods adopted, noting particularly that voting would be undertaken via Zoom Poll, with additional votes to be provided via the chat function where representatives own multiple units or hold additional proxies.

The managing agent advised that the meeting would not be recorded and advised those present that recording of the meeting was not permitted. The managing agent advised that a quorum had not been achieved and therefore the meeting would re-commence at 5:30pm after a short break.

Motion 1: Minutes of last General Meeting 15 August 2022 (Ordinary Resolution)

Motion 1: *"That the minutes of the GM held on the 15th of August 2022 be confirmed as an accurate record of that meeting."*

Motion Carried

Motion 2: Financial Statements (Ordinary Resolution) 2020/2021

Motion 2: *""That the Owners - UP 3941 RESOLVE to accept the audited financial statements for the period 1 November 2020 to 31 October 2021 as presented."*

Motion Carried

Motion 3: Financial Statements (Ordinary Resolution) 2021/2022

Motion 3: *"That the Owners – UP 3941 RESOLVE to accept the audited financial statements for the period ending 31 July 2022 as presented"*

Motion Carried

Motion 4: Appointment of Auditor 2022/23 (Ordinary Resolution)

Motion 4: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to appoint Hardwicke's Accounting for the audit of the financial records for the next financial period."*

Motion Carried

Motion 5: 1 Nov 2021 to 31 Oct 2022 Administrative Fund Budget (Ordinary Resolution)

Motion 5: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to ratify the adoption of the administrative expenditure budget of $1,291,444 (plus GST) for the period of 1 November 2021 to 31 October 2022 as presented at the 2021 AGM."*

The meeting noted that 'EC Incidents' of $10,000 included in the prior budget no longer remains in the current budget and has been replaced with a 'Contingency' line item to cover any maintenance works required that are not covered elsewhere in the budget.

Motion Carried

Motion 6: 1 Nov 2021 to 31 Oct 2022 Administrative Fund Levy (Ordinary Resolution)

Motion 6: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to ratify the General Fund (Administrative Fund) contribution tabled at the 2021 AGM of $1,213,772 (plus GST) to be contributed by owners in accordance with their unit entitlements, with the following totals to be raised on the following dates:*

1. *Due 31 January 2022 - $333,794.25 (inc. GST)*
2. *Due 01 April 2022 - $333,794.25 (inc. GST)*
3. *Due 01 July 2022 - $333,794.25 (inc. GST)*
4. *Due 01 October 2022 - $333,794.25 (inc. GST)*

<u>OR</u>;-

by one 100% instalment payable and due on the 30 October 2022."

Motion Carried

Motion 7: Sinking Fund Levy 1 Nov 2021 to 31 Oct 2022 (Ordinary Resolution)

Motion 7 *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to ratify the Sinking Fund contribution of $521,557.00 (plus GST) tabled at the 2021 AGM to be contributed by owners in accordance with their unit entitlements, with the following totals to be raised on the following dates:*

1. *Due 31 January 2022 - $142,436.55 (inc. GST)*
2. *Due 01 April 2022 - $142,436.55 (inc. GST)*
3. *Due 01 July 2022 - $142,436.55 (inc. GST)*
4. *Due 01 October 2022 - $142,436.55 (inc. GST)*

OR;-

by one 100% instalment payable and due on the 30 October 2022."

Motion Carried

Motion 8: 1 Nov 2022 to 31 Oct 2023 Administrative Fund Budget (Ordinary Resolution)

Motion 8: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt an administrative expenditure budget of $1,767,040.16 (plus GST) for the period of 1 November 2022 to 31 October 2023 as presented."*

Motion Carried

Motion 9: 1 Jan 2023 to 30 Sep 2023 Administrative Fund Levy (Ordinary Resolution)

Motion 9: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to raise a General Fund (Administrative Fund) contribution of $1,098,881.70 (plus GST) to be contributed by owners in accordance with their unit entitlements via three equal quarterly instalments due on 1 January 2023, 1 April 2023 and 1 July 2023."*

The meeting noted that the proposed contributions are only 3/4 of the income listed in the budget which, if approved, will require the Owners Corporation to hold an additional General Meeting between August and September 2023 therefore allowing the Owners Corporation to shift their financial year resulting in Annual General Meetings not being held in December each year.

Motion Carried

Motion 10: 1 Nov 2022 to 31 Oct 2023 Sinking Fund Budget (Ordinary Resolution)

Motion 10: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt a Sinking Fund expenditure budget of $703,000 (plus GST) for the period of 1 November 2022 to 31 October 2023 as presented."*

The meeting noted that the expenditure budget is an amalgamation of prior accruals in the Sinking Fund Plan, however recommended that the Sinking Fund Plan be re-drafted before the next Annual General Meeting for Owners' approval.

Motion Carried

Motion 11: 1 Jan 2023 to 30 Sep 2023 Sinking Fund Levy (Ordinary Resolution)

Motion 11: *"That the Owners – Units Plan 3941 RESOLVES by Ordinary Resolution to raise a Sinking Fund contribution of $391,167.75 (plus GST) to be contributed by owners in accordance with their unit entitlements via three equal quarterly instalments due on 1 January 2023, 1 April 2023 and 1 July 2023."*

The meeting noted that the proposed income to the Sinking Fund is in accordance with the Sinking Fund Plan.

Motion Carried

Motion 12: Insurances (Ordinary Resolution)

Motion 12: *"That the Owners – UP 3941 note the currency and extent of coverage provided for Units Plan 3941 in accordance with the attached Certificate of Currency provided by CHU Insurance for the period 26 September 2022 – 28 February 2023, and agree for the policy to be adjusted on renewal in consultation with the Executive Committee for the following renewal period."*

Motion Carried

Motion 13: Heating of Pool (Ordinary Resolution)

Motion 13: *"That the Owners - UP 3941 ratify Motion 6 put at the 16 December 2021 AGM in relation to pool heating as follows;-*

That heating the pool and spa occur during daylight savings ie; from the first weekend in October to the first weekend in April."

Motion Carried

Motion 14: Investigation into stainless steel handrails (Ordinary Resolution)

Motion 14: *"That the Owners - UP 3941 ratify Motion 7 put at the 16 December 2021 AGM authorising expenditure for the ExCom to investigate the cost of, including the necessary engineer's reports and installation of stainless steel handrails to be installed on the steps into the pool. With a limit of $5,000.00."*

Motion Carried

Motion 15: Pool Chairs (Ordinary Resolution)

Motion 15: *"That the Owners - UP 3941 ratify Motion 9 put at the 16 December 2021 AGM as follows;- The Owners Corporation RESOLVES to purchase an additional 10 chairs for the pool/deck area."*

Motion Carried

Motion 16: Consolidated Rules (Ordinary Resolution)

Motion 16: *"That the Owners - UP 3941 ratify the engagement of a lawyer to assist the Executive Committee in preparing a set of consolidated rules for consideration of the Owners in General Meeting."*

Motion Carried

Motion 17 (incorporating prior Motions 4,5, and 8 from 16 December 2021 AGM)

RULES UPDATES

WITHDRAWN Motion 17: *"That the Owners - UP 3941 RESOLVE by Special Resolution to amend the Owners Corporations Rules as follows:*

(1) Section 10 - Safety and Security, as specified in Attachment A; and

(2) Alterations and Additions for flooring as follows:

a. Alterations and additions to flooring must not be undertaken without the prior written consent of the Owners Corporation via the Executive Committee.

b. Flooring within a unit space is the property of the individual owner. The concrete slab on which the flooring sits is the common property of the Owners Corporation. Flooring changes may possibly result in an increase in noise transmitted from a unit to neighbouring units.

c. Owners do not have unlimited rights to change the flooring as this forms part of the acoustic system separating units within the strata scheme under the Unit Titles Management Act 2011.

d. Alterations include and are not limited to timber flooring, re-carpeting and underlay, floating floors, vinyl or similar material, tiles, marble, limestone, polished concrete, or other hard flooring or covering.

e. Owners need to request a certificate from their supplier that the proposed flooring meets or exceeds the 5-star sound installation standard published by the Australian Association of Acoustic Consultants (AAAC) or equivalent. This certificate needs to be supplied with any application to alter the flooring.

f. On completion of the flooring works owners must submit a certificate from the installer stating that the floor has been installed to the suppliers' specifications and that it meets the acoustic standards shown in the approved application. If the flooring supplier cannot provide a certificate of compliance, then specialist consultancy assistance or an acoustic engineer's report should be obtained to confirm that the floor meets the required standards.

g. Unit owners who proceed with flooring works without first obtaining the consent of the owners' corporation or install products that do not conform to the required standards may be ordered by the ACT Civil and Administrative Tribunal to remove or upgrade unauthorised flooring to meet appropriate acoustic standards at their own expense."

and;

(3) The Executive Committee develop a policy that clearly articulates the criteria for issuing a Rules Infringement Notices (RIN). The policy should ensure a RIN meets ACAT requirements and has sufficient supporting evidence before proceeding, and the Rules be split into; 1. Enforceable house rules and, 2. Behavioural guidelines."

The meeting noted that the review by a lawyer as approved under Motion 16 will include the above-mentioned Rules, however they would not be considered further at this meeting.

Motion Rescinded via the passing of Motion 16

Motion 18 – UT35/2021 Funding Approval

Motion 18: *"That the Owners - UP 3941 ratify Motion 21 from the 16 December 2021 AGM as follows;-*

1. *notes that the insurer will be sent the invoice for $3,924.25 incl. GST and the most recent documents relating to ACAT matter UT35/2021*
2. *approves continuing funding Minter Ellison up to additional $20,000 (totalling $35,000) to represent the Owners Corporation in UT 35/2021,*
3. *notes that discussions will take place with the insurer to see if the current claim limit of $15,000 can be increased."*

The meeting noted that the funds for this matter have already been paid to MinterEllison, so recovery of those costs if this motion was denied may be difficult. It was further advised that the February 2022 General Meeting had approved costs in relation to this motion, with that motion uncapped.

Motion Carried

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS

The meeting **noted** the authorisations, delegations and appointments in force. The meeting **noted** that those delegations in place were those provided under the contract with Grady Strata & Facilities. A copy of this contract is available via email request to Grady Strata.

MAINTENANCE ISSUES & CONTRACTS

The meeting **noted** that there was one of the two tv's in the gym not working therefore a new tv will be ordered and installed. The meeting requested a small shelf to be installed under the tv's for the storage of remotes.

MAINTENANCE PLAN

The meeting noted that Grady Strata presently maintain a maintenance schedule for the property which includes all monthly, quarterly, 6-monthly and annual maintenance items, however does not include longer-term maintenance and a description of the type of maintenance required to each asset. The meeting noted that a maintenance plan will be drafted alongside the Sinking Fund Update and considered by the Owners Corporation at next Annual General Meeting.

STRUCTURAL DEFECTS

The meeting **noted** the current defect matter regarding the Rectification Order issued to the Nominee of Chase (the original builder) is next set down for hearing on 4 November 2022.

FIRE SAFETY REVIEW

The meeting **noted** that the buildings fire equipment is presently being serviced in accordance with the relevant Australian Standards by 360 Fire. The meeting **further noted** that the flammable cladding affixed to the property is presently being replaced under the contract with Project Coordination Australia, with works presently expected to be complete by April 2023.

INSURANCE CLAIMS

The meeting **noted** the two current insurance claims pertaining to UT35/2021 and UT33/2022. The meeting **noted** that future General Meeting agendas will advise Owners of brokerage and commission arrangements, noting that Grady Strata & Facilities do not receive any commissions relating to the insurance policy for Units Plan 3941.

GENERAL BUSINESS

Motion 19: Unit 1604 (Lot 11) – Special Privilege Rule (Special Resolution)

Motion 19: *"We, the Owners - Units Plan 3941, in accordance with Section 112A of the Unit Titles (Management) Act 2011 grant to the registered proprietor of Unit 1604 (Lot 11) this special privilege rule in permitting the installing of a gas heater flue and roof penetration ('**the 1604 Installation**') on the condition that:-*

(i) the registered proprietor of Unit 1604 (Lot 11) undertakes that the 1604 Installation is superficial in nature and does not impact on the structural integrity of the building known as '240 Bunda Street; and

(ii) the registered proprietor of Unit 1604 (Lot 11) will ensure that the penetration is appropriately fire treated where necessary; and

(iii) the registered proprietor of Unit 1604 remains responsible for all costs/expenses incurred in maintaining the 1604 Installation and to the extend necessary relieve the Owners Corporation from any maintenance obligations placed upon it in respect of this penetration and flue

(iv) for a period as long as the 1604 Installation remains in place.

The meeting raised concerns with ongoing maintenance of the asset, concerns over water leaks from the new penetration and concerns over reduction of available space for the installation of additional solar panels.

Motion Failed

Motion 20: Election of Executive Committee (Ordinary Resolution)

Motion 20: *"The Owners Corporation agree to create 7 Executive Committee positions."*

Motion Carried

Motion 20.1*: "That the Owners Corporation agree to appoint Annie Gregg to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.2*: "That the Owners Corporation agree to appoint Gary Webb to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.3*: "That the Owners Corporation agree to appoint Jonathan Nest to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.4*: "That the Owners Corporation agree to appoint Peter Hopner to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.5*: "That the Owners Corporation agree to appoint David Bibo to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.6*: "That the Owners Corporation agree to appoint Ian Squires to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Failed

Motion 20.7*: "That the Owners Corporation agree to appoint Tracey Blunt to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.8*: "That the Owners Corporation agree to appoint Ruth Ellison to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Failed

Motion 20.9*: "That the Owners Corporation agree to appoint Jeanette Adams to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.10*: "That the Owners Corporation agree to appoint Alastair D'Silva to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Failed

Meeting closed at 7:33pm

ANNUAL GENERAL MEETING MINUTES
'MANHATTAN ON THE PARK'
UNITS PLAN 3941
240 BUNDA STREET, CANBERRA, ACT, 2601

Held via Zoom on the 21 October 2022 at 5:00pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units: 97, 141, 305, 316, 322, 323, 407, 419, 420, 423, 515, 601, 611, 620, 622, 705, 722, 802, 815, 816, 822, 905, 916, 920, 1102, 1122, 1205, 1210, 1214, 1222, 1307, 1310, 1319, 1320, 1322, 1324, 1410, 1411, 1416, 1422, 1501, 1502, 1522, 1601, 1603, 1609, 1610, 1614,

In attendance: Michael Grady, Julie Edgerton & Mark Terracini – Grady Strata & Facilities
Jonathon Colbran & Hamish Drummond – RSM Australia
Susan Proctor – Proctor Legal

Proxies: Representatives for Units: 3, 21, 504 (invalid), 518, 724, 906, 1209, 1419, 1603, 1611,

Absentee Voting Forms: 320, 321, 422, 424, 509, 510, 711, 902, 908, 1008, 1220, 1321, 1414, 1417, 1505, 1512, 1513

Apology: 808

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members of the Owners Corporation to the meeting and introduced the RSM Australia Team and Susan Proctor of Proctor Legal.

Mr Jonathon Colbran, the appointed administrator for Units Plan 3941, assumed the position of Chair of the meeting as the current Chair of the Executive Committee.

The managing agent provided an overview of the operational requirements of the meeting owing to the electronic methods adopted, noting particularly that voting would be undertaken via Zoom Poll, with additional votes to be provided via the chat function where representatives own multiple units or hold additional proxies.

The managing agent advised that the meeting would not be recorded and advised those present that recording of the meeting was not permitted. The managing agent advised that a quorum had not been achieved and therefore the meeting would re-commence at 5:30pm after a short break.

Motion 1: Minutes of last General Meeting 15 August 2022 (Ordinary Resolution)

Motion 1: *"That the minutes of the GM held on the 15th of August 2022 be confirmed as an accurate record of that meeting."*

Motion Carried

Motion 2: Financial Statements (Ordinary Resolution) 2020/2021

Motion 2: *""That the Owners - UP 3941 RESOLVE to accept the audited financial statements for the period 1 November 2020 to 31 October 2021 as presented."*

Motion Carried

Motion 3: Financial Statements (Ordinary Resolution) 2021/2022

Motion 3: *"That the Owners – UP 3941 RESOLVE to accept the audited financial statements for the period ending 31 July 2022 as presented"*

Motion Carried

Motion 4: Appointment of Auditor 2022/23 (Ordinary Resolution)

Motion 4: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to appoint Hardwicke's Accounting for the audit of the financial records for the next financial period."*

Motion Carried

Motion 5: 1 Nov 2021 to 31 Oct 2022 Administrative Fund Budget (Ordinary Resolution)

Motion 5: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to ratify the adoption of the administrative expenditure budget of $1,291,444 (plus GST) for the period of 1 November 2021 to 31 October 2022 as presented at the 2021 AGM."*

The meeting noted that 'EC Incidents' of $10,000 included in the prior budget no longer remains in the current budget and has been replaced with a 'Contingency' line item to cover any maintenance works required that are not covered elsewhere in the budget.

Motion Carried

Motion 6: 1 Nov 2021 to 31 Oct 2022 Administrative Fund Levy (Ordinary Resolution)

Motion 6: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to ratify the General Fund (Administrative Fund) contribution tabled at the 2021 AGM of $1,213,772 (plus GST) to be contributed by owners in accordance with their unit entitlements, with the following totals to be raised on the following dates:*

1. *Due 31 January 2022 - $333,794.25 (inc. GST)*
2. *Due 01 April 2022 - $333,794.25 (inc. GST)*
3. *Due 01 July 2022 - $333,794.25 (inc. GST)*
4. *Due 01 October 2022 - $333,794.25 (inc. GST)*

<u>OR</u>;-

by one 100% instalment payable and due on the 30 October 2022."

Motion Carried

Motion 7: Sinking Fund Levy 1 Nov 2021 to 31 Oct 2022 (Ordinary Resolution)

Motion 7 *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to ratify the Sinking Fund contribution of $521,557.00 (plus GST) tabled at the 2021 AGM to be contributed by owners in accordance with their unit entitlements, with the following totals to be raised on the following dates:*

1. *Due 31 January 2022 - $142,436.55 (inc. GST)*
2. *Due 01 April 2022 - $142,436.55 (inc. GST)*
3. *Due 01 July 2022 - $142,436.55 (inc. GST)*
4. *Due 01 October 2022 - $142,436.55 (inc. GST)*

OR;-

by one 100% instalment payable and due on the 30 October 2022."

Motion Carried

Motion 8: 1 Nov 2022 to 31 Oct 2023 Administrative Fund Budget (Ordinary Resolution)

Motion 8: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt an administrative expenditure budget of $1,767,040.16 (plus GST) for the period of 1 November 2022 to 31 October 2023 as presented."*

Motion Carried

Motion 9: 1 Jan 2023 to 30 Sep 2023 Administrative Fund Levy (Ordinary Resolution)

Motion 9: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to raise a General Fund (Administrative Fund) contribution of $1,098,881.70 (plus GST) to be contributed by owners in accordance with their unit entitlements via three equal quarterly instalments due on 1 January 2023, 1 April 2023 and 1 July 2023."*

The meeting noted that the proposed contributions are only 3/4 of the income listed in the budget which, if approved, will require the Owners Corporation to hold an additional General Meeting between August and September 2023 therefore allowing the Owners Corporation to shift their financial year resulting in Annual General Meetings not being held in December each year.

Motion Carried

Motion 10: 1 Nov 2022 to 31 Oct 2023 Sinking Fund Budget (Ordinary Resolution)

Motion 10: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt a Sinking Fund expenditure budget of $703,000 (plus GST) for the period of 1 November 2022 to 31 October 2023 as presented."*

The meeting noted that the expenditure budget is an amalgamation of prior accruals in the Sinking Fund Plan, however recommended that the Sinking Fund Plan be re-drafted before the next Annual General Meeting for Owners' approval.

Motion Carried

Motion 11: 1 Jan 2023 to 30 Sep 2023 Sinking Fund Levy (Ordinary Resolution)

Motion 11: *"That the Owners – Units Plan 3941 RESOLVES by Ordinary Resolution to raise a Sinking Fund contribution of $391,167.75 (plus GST) to be contributed by owners in accordance with their unit entitlements via three equal quarterly instalments due on 1 January 2023, 1 April 2023 and 1 July 2023."*

The meeting noted that the proposed income to the Sinking Fund is in accordance with the Sinking Fund Plan.

Motion Carried

Motion 12: Insurances (Ordinary Resolution)

Motion 12: *"That the Owners – UP 3941 note the currency and extent of coverage provided for Units Plan 3941 in accordance with the attached Certificate of Currency provided by CHU Insurance for the period 26 September 2022 – 28 February 2023, and agree for the policy to be adjusted on renewal in consultation with the Executive Committee for the following renewal period."*

Motion Carried

Motion 13: Heating of Pool (Ordinary Resolution)

Motion 13: *"That the Owners - UP 3941 ratify Motion 6 put at the 16 December 2021 AGM in relation to pool heating as follows;-*

That heating the pool and spa occur during daylight savings ie; from the first weekend in October to the first weekend in April."

Motion Carried

Motion 14: Investigation into stainless steel handrails (Ordinary Resolution)

Motion 14: *"That the Owners - UP 3941 ratify Motion 7 put at the 16 December 2021 AGM authorising expenditure for the ExCom to investigate the cost of, including the necessary engineer's reports and installation of stainless steel handrails to be installed on the steps into the pool. With a limit of $5,000.00."*

Motion Carried

Motion 15: Pool Chairs (Ordinary Resolution)

Motion 15: *"That the Owners - UP 3941 ratify Motion 9 put at the 16 December 2021 AGM as follows;- The Owners Corporation RESOLVES to purchase an additional 10 chairs for the pool/deck area."*

Motion Carried

Motion 16: Consolidated Rules (Ordinary Resolution)

Motion 16: *"That the Owners - UP 3941 ratify the engagement of a lawyer to assist the Executive Committee in preparing a set of consolidated rules for consideration of the Owners in General Meeting."*

Motion Carried

Motion 17 (incorporating prior Motions 4,5, and 8 from 16 December 2021 AGM)

RULES UPDATES

WITHDRAWN Motion 17: *"That the Owners - UP 3941 RESOLVE by Special Resolution to amend the Owners Corporations Rules as follows:*

(1) Section 10 - Safety and Security, as specified in Attachment A; and

(2) Alterations and Additions for flooring as follows:

a. Alterations and additions to flooring must not be undertaken without the prior written consent of the Owners Corporation via the Executive Committee.

b. Flooring within a unit space is the property of the individual owner. The concrete slab on which the flooring sits is the common property of the Owners Corporation. Flooring changes may possibly result in an increase in noise transmitted from a unit to neighbouring units.

c. Owners do not have unlimited rights to change the flooring as this forms part of the acoustic system separating units within the strata scheme under the Unit Titles Management Act 2011.

d. Alterations include and are not limited to timber flooring, re-carpeting and underlay, floating floors, vinyl or similar material, tiles, marble, limestone, polished concrete, or other hard flooring or covering.

e. Owners need to request a certificate from their supplier that the proposed flooring meets or exceeds the 5-star sound installation standard published by the Australian Association of Acoustic Consultants (AAAC) or equivalent. This certificate needs to be supplied with any application to alter the flooring.

f. On completion of the flooring works owners must submit a certificate from the installer stating that the floor has been installed to the suppliers' specifications and that it meets the acoustic standards shown in the approved application. If the flooring supplier cannot provide a certificate of compliance, then specialist consultancy assistance or an acoustic engineer's report should be obtained to confirm that the floor meets the required standards.

g. Unit owners who proceed with flooring works without first obtaining the consent of the owners' corporation or install products that do not conform to the required standards may be ordered by the ACT Civil and Administrative Tribunal to remove or upgrade unauthorised flooring to meet appropriate acoustic standards at their own expense."

and;

(3) The Executive Committee develop a policy that clearly articulates the criteria for issuing a Rules Infringement Notices (RIN). The policy should ensure a RIN meets ACAT requirements and has sufficient supporting evidence before proceeding, and the Rules be split into; 1. Enforceable house rules and, 2. Behavioural guidelines."

The meeting noted that the review by a lawyer as approved under Motion 16 will include the above-mentioned Rules, however they would not be considered further at this meeting.

Motion Rescinded via the passing of Motion 16

Motion 18 – UT35/2021 Funding Approval

Motion 18: *"That the Owners - UP 3941 ratify Motion 21 from the 16 December 2021 AGM as follows;-*

1. *notes that the insurer will be sent the invoice for $3,924.25 incl. GST and the most recent documents relating to ACAT matter UT35/2021*
2. *approves continuing funding Minter Ellison up to additional $20,000 (totalling $35,000) to represent the Owners Corporation in UT 35/2021,*
3. *notes that discussions will take place with the insurer to see if the current claim limit of $15,000 can be increased."*

The meeting noted that the funds for this matter have already been paid to MinterEllison, so recovery of those costs if this motion was denied may be difficult. It was further advised that the February 2022 General Meeting had approved costs in relation to this motion, with that motion uncapped.

Motion Carried

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS

The meeting **noted** the authorisations, delegations and appointments in force. The meeting **noted** that those delegations in place were those provided under the contract with Grady Strata & Facilities. A copy of this contract is available via email request to Grady Strata.

MAINTENANCE ISSUES & CONTRACTS

The meeting **noted** that there was one of the two tv's in the gym not working therefore a new tv will be ordered and installed. The meeting requested a small shelf to be installed under the tv's for the storage of remotes.

MAINTENANCE PLAN

The meeting noted that Grady Strata presently maintain a maintenance schedule for the property which includes all monthly, quarterly, 6-monthly and annual maintenance items, however does not include longer-term maintenance and a description of the type of maintenance required to each asset. The meeting noted that a maintenance plan will be drafted alongside the Sinking Fund Update and considered by the Owners Corporation at next Annual General Meeting.

STRUCTURAL DEFECTS

The meeting **noted** the current defect matter regarding the Rectification Order issued to the Nominee of Chase (the original builder) is next set down for hearing on 4 November 2022.

FIRE SAFETY REVIEW

The meeting **noted** that the buildings fire equipment is presently being serviced in accordance with the relevant Australian Standards by 360 Fire. The meeting **further noted** that the flammable cladding affixed to the property is presently being replaced under the contract with Project Coordination Australia, with works presently expected to be complete by April 2023.

INSURANCE CLAIMS

The meeting **noted** the two current insurance claims pertaining to UT35/2021 and UT33/2022. The meeting **noted** that future General Meeting agendas will advise Owners of brokerage and commission arrangements, noting that Grady Strata & Facilities do not receive any commissions relating to the insurance policy for Units Plan 3941.

GENERAL BUSINESS

Motion 19: Unit 1604 (Lot 11) – Special Privilege Rule (Special Resolution)

Motion 19: *"We, the Owners - Units Plan 3941, in accordance with Section 112A of the Unit Titles (Management) Act 2011 grant to the registered proprietor of Unit 1604 (Lot 11) this special privilege rule in permitting the installing of a gas heater flue and roof penetration ('**the 1604 Installation**') on the condition that:-*

(i) the registered proprietor of Unit 1604 (Lot 11) undertakes that the 1604 Installation is superficial in nature and does not impact on the structural integrity of the building known as '240 Bunda Street; and

(ii) the registered proprietor of Unit 1604 (Lot 11) will ensure that the penetration is appropriately fire treated where necessary; and

(iii) the registered proprietor of Unit 1604 remains responsible for all costs/expenses incurred in maintaining the 1604 Installation and to the extend necessary relieve the Owners Corporation from any maintenance obligations placed upon it in respect of this penetration and flue

(iv) for a period as long as the 1604 Installation remains in place.

The meeting raised concerns with ongoing maintenance of the asset, concerns over water leaks from the new penetration and concerns over reduction of available space for the installation of additional solar panels.

Motion Failed

Motion 20: Election of Executive Committee (Ordinary Resolution)

Motion 20: *"The Owners Corporation agree to create 7 Executive Committee positions."*

Motion Carried

Motion 20.1*: "That the Owners Corporation agree to appoint Annie Gregg to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.2*: "That the Owners Corporation agree to appoint Gary Webb to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.3*: "That the Owners Corporation agree to appoint Jonathan Nest to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.4*: "That the Owners Corporation agree to appoint Peter Hopner to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.5*: "That the Owners Corporation agree to appoint David Bibo to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.6*: "That the Owners Corporation agree to appoint Ian Squires to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Failed

Motion 20.7*: "That the Owners Corporation agree to appoint Tracey Blunt to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.8*: "That the Owners Corporation agree to appoint Ruth Ellison to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Failed

Motion 20.9*: "That the Owners Corporation agree to appoint Jeanette Adams to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Carried

Motion 20.10*: "That the Owners Corporation agree to appoint Alastair D'Silva to stand as an Executive Committee Member unit the next Annual General Meeting."*

Motion Failed

Meeting closed at 7:33pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held at Easts Hotel on Wednesday 23 November 2022 at 5.30pm
PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Tracey Blunt, Jonathan Nest, Jeanette Adams, Peter Hopner, David Bibo
OTHERS PRESENT: Outgoing Administrator Attendees – Jonathon Colbran, Hamish Drummond & Adam Cormack
Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady and Julie Edgerton
APOLOGIES: Gary Webb

1. Election of Office-Bearers & Sub-Committees

1.1. The Committee **elected** Tracey Blunt as Chair.
1.2. The Committee **elected** Jonathan Nest as Treasurer.
1.3. The Committee **elected** Annie Gregg as Secretary.
1.4. Sub-Committee Formation
  1.4.1. The Committee **appointed** Gary Webb and David Bibo to the Defects Working Group.
  1.4.2. The Committee **appointed** David Bibo, Gary Webb, Peter Hopner, Chris Blake (Building Manager) and David Grady (Facilities Manager) to the Building Maintenance Working Group.
  1.4.3. The Committee **appointed** Tracey Blunt, Annie Gregg and Jeanette Adams to the Communications Working Group, with assistance from Michael Grady (Senior Strata Manager) as needed.
1.5. Procedural Acceptance
  1.5.1. Code of Conduct – all members **agreed** and **acknowledged** the Code of Conduct under the Unit Titles Management Act 2011.
  1.5.2. Inspection of Owner-Reported Items by Building Manager – the meeting agreed that Chris Blake will inspect any building issues in the first instance when they are first reported, along with David Bibo as needed.
  1.5.3. The meeting **noted** and **agreed** to the Rule Infringement Notice process as drafted and previously agreed by the Executive Committee, including the need to formally agree via majority decision to issuance of Rule Infringement Notices.
1.6. The meeting **noted** advice from Michael Grady (Senior Strata Manager) that the reduced timing to the next Annual General Meeting meant that there was a lot to accomplish between the prior AGM to achieve a successful July/August AGM in 2023 and **requested** that all working groups meet between this meeting and the next EC meeting so that a works programme can be developed for the Executive Committee so that key targets can be met to accomplish various items before next AGM so that timing for that AGM can be met.
1.7. The meeting **noted** that the cladding project requires detailed management in the very near-term, with meetings to be arranged with Dowse Projects to provide surety that the projects Quality Assurance targets are being met, with advice to be provided from Dowse in relation to how these are being met or plan to be met, plus advice on how rectification works will be carried out where defects are noted.

2. Administration Close-Out

The Executive Committee welcomed the outgoing Administrator Jonathon Colbran and his team to the meeting. The Administrator noted the handover process undertaken with the Committee thus far, and made an ongoing commitment to provide ad-hoc engagements as needed on the hourly rates originally agreed with RSM Australia via the ACAT process.

An issues register was created both to track progress and close-out of the ACAT appointed items, plus track progress and close-out status of owner-reported issues during the Administration process. The two major issues that were addressed during the Administration process, outside the operational requirements for the owners Corporation, were issues regarding the cladding and the appointment of a Strata Manager, both of which were resolved during the two General Meetings held during their tenure.

The Administrators Team agreed to provide an updated issues register following advice and comment from the EC over the past 3 weeks, with this report to be provided within 1 week of this meeting.

The Executive Committee thanked Mr Colbran and their team for their work and they departed the meeting.

3. Ongoing Maintenance Items

3.1. Defects Legal Matter

3.1.1. The Committee **agreed** to a recommendation from MinterEllison to engage Diagnostech to commence drafting of their Expert Witness Report on the defects matter.

3.2. Window Leaks – Ms Tracey Blunt excused herself from voting as one of the affected units subject to this matter.

3.3. The Committee **noted** advice from MinterEllison regarding the potential issues with sourcing of reports or repairs of potential defect items, **noting** that any repairs initiated by the Owners Corporation would cause these defects to fall away from being subject to repairs by Mr Jolley.

3.4. The Committee **approved** a quote for Leo Meng & Associates to further investigate leaks to several apartments in conjunction with High Standards Access. This work will be booked in before the end of the year.

3.5. The Committee **considered** how feedback on use and success of the gym equipment would be garnered, with further consideration to be provided at a future meeting.

3.6. The Committee **agreed** to engage with Technogym for Monique Adamczak to undertake the training session on the new gym equipment offered at no charge by Technogym, with this session to occur on a Saturday morning and be advertised to residents.

3.7. The Committee **agreed** a quote from Screenmakers to install additional hygienic use signs in the gym, with EC members to try and seek a better quality Manhattan on the Park logo to transpose on to the signage.

3.8. The Committee **agreed** to seek an update on the WiFi installation in the gym from Chris Blake and David Grady. This installation will allow the new equipment to be connected to the internet to track workouts.

3.9. The Committee **agreed** a quote from Technogym at a discounted rate for the bar for the Olympic Half-Rack.

3.10. The Committee **agreed** for a mailbox drop to be arranged to advise residents of the Technogym app once the WiFi connection is established.

3.11. The Committee **noted** that the cost of the Boss Constructions quote for the BM office fit-out appeared to be a little expensive and **agreed** to seek an additional quote.

3.12. The meeting **noted** that the pool structural review did not happen this year but will now take place next year when the pool is turned off ie from Anzac Day
3.13. The Committee **noted** that the pool structural review will also include whether a stainless-steel handrail can be installed due to the penetrations needed.
3.14. The Committee **requested** a quote for a new A-frame for pool signage with CPR on one side and the pool rules on the other.
3.15. The Committee **agreed** to seek quotes from Leader Security for building security patrols over the holiday period.

4. Administrative Matters

4.1. Insurance

4.1.1.Revaluation Timing – a new valuation will be ordered and will need to be back mid-January 2023 that the insurance broker can obtain quotes for renewal based on the new sum insured.

4.1.2.Broker – the Committee will seek an alternative Broker, as the Committee feel that the level of service could be improved. The Committee also note that Grady Strata does not take insurance commission on insurance or via any other mechanisms.

4.2. Storage Cage Ownership/Repair/Security – the Communications sub-Committee will include in their next report that Owners must lock their storage cages and that Owners are responsible for maintenance of storage cages as they are a unit subsidiary

4.3. Term Deposit Rollover Acceptance – the term deposit was renewed on 22 November 2022 for another 6 months

4.4. Levy Reminder Notices / Debt Collection – levy reminder notices will now be issued to those Owners who have not paid both the special and standard levies

4.5. Sinking Fund Update – this update will be added to the works program for next year, with quotes to be sought from several suitable parties for consideration.

4.6. Maintenance Plan Drafting – quotes will be sought for the maintenance plan and sample reports will be provided to the Committee for consideration.

4.7. Parcel Security

4.7.1.Insurance Claim – Michael Grady advised the meeting that the insurer paid out a claim (without admission) to a unit Owner for a stolen parcel from within the foyer. Australia Post will be advised to not leave parcels at the complex for security reasons.

4.7.2.Parcel Lockers – the Committee advised that the parcel lockers on Allara Street have now been removed, and potentially options for additional parcel security will need to be reviewed.

4.9. Rule Review

4.9.1.MinterEllison/Proctor Legal/Kerin Benson Quotes – the Committee approved to continue on with the Rule review with Minter Ellison as per their previously approved cost estimate.

4.10. Unit 1023 Issues (sprinkler head hit from cladding removal) – the Committee agreed that no action needed to be taken by the Committee, as this was a water damage claim with Project Coordination.

4.11. The Committee **noted** communication from a unit owner regarding the lack of a trap installed on a sewerage pipe in their unit, with the Committee agreeing that works cannot be undertaken and funded by the Owners Corporation as the pipe is not common property.

5. Summary of Decisions and Actions Chair/Grady Strata

5.1. Next Meeting is scheduled for Wednesday 14 December 2022 at 5pm via Zoom.

Meeting Closed:7:15 pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 14 December 2022 at 5.00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Tracey Blunt, Jonathan Nest, Jeanette Adams, Peter Hopner, Gary Webb
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady and Julie Edgerton
APOLOGIES: David Bibo

1. Chair's Welcome

1.1. The Committee **Chair** Tracey Blunt welcomed members to the meeting.
1.2. The Committee **approved** the minutes of the meeting held 24 November 2022.

2. Administration Close-Out

2.1. The Committee **noted** receipt of the updated Issues Register provided by RSM Australia, with the following items listed as further action required and underway:
2.1.1. A9 – Rule Review underway with MinterEllison. Expected close 2023 AGM.
2.1.2. A21 – Quote for rekeying of the complex due to historical loss of master keys. For consideration next EC meeting.
2.1.3. A48 – Cladding Updates to be provided monthly in addition to ECM minutes.
2.1.4. A52 – Potential damages claim against previous service provider regarding Administrator appointment to be considered via lawyers if a negative response is received regarding indemnity availability under the CHU insurance contract is provided by CHU/AJG.
2.1.5. A57 – Claim against applicant owner and/or insurance claim as above.

3. Sub-Committee Reports

3.1. Defects Working Group
3.1.1. The Committee **noted** to the defects working group update and **agreed** for an update on this matter to be provided to Owners via email.
3.1.2. The Committee **agreed** following receipt of advice from MinterEllison to engage the following experts to prepare expert witness evidence or other required evidence in anticipation of mediation and/or final hearing in 2023.
3.1.2.1. Wise Choice – Cost Estimate.
3.1.2.2. Jacob & Associates – Glazing issues.
3.1.2.3. Sellicks Consultants – Structural issues.
3.1.2.4. AED – Fire defects.
3.1.3. The Committee **agreed** to issue a quality assurance survey on cladding works to Owners prior to the Christmas break following input from Dowse and Project Coordination.
3.2. Facilities Working Group
3.2.1. The Committee **noted** the Facilities Working Group Minutes from their prior meeting and **agreed** to the following:
3.2.1.1. Quote from I.M.S Joinery, subject to reconfirmation with Chris Blake that this work should proceed.

3.2.1.2. Intercom Signage designs to be sought from Screenmakers noting 'Unit Numbers Ending in 1-12 (North), 'Unit numbers ending in 13-24 (South)'. A small sign only is required to make clearer for Emergency Services which units are accessible via which tower.

3.2.1.3. A quote from Otto Bins for replacement bins to place under the garbage chutes following advice from ACT NoWaste that their hoppers cannot be used for this purpose. 23 total bins required at a cost of $15,640 + delivery.

3.2.1.4. On-call security guarding attendance by Leader Security at their hourly attendance rates, with Grady Strata afterhours staff to judge whether a guarding attendance is required.

3.2.1.5. Contact Neuron and Beam to request Geofencing around the Manhattan on the Park Common Property to avoid parking of these scooters within the buildings grounds.

3.3. The Committee **noted** a verbal update from the Communications Working Group, with the following items to be implemented:

3.3.1. Rotating noticeboard signs to be installed by the Building Manager at their discretion based on the templates drafted by the Working Group.

3.3.2. A communication piece regarding the abandonment of shopping trollies and scooters on the Manhattan on the Park Common Property.

3.3.3. The installation of hygiene signs in the Gym as quoted by Screenmakers.

3.4. The Committee **agreed** to have Grady Strata draft a Gantt Chart working backwards from a proposed August 2023 Annual General Meeting timing to ensure key milestones are met during the year for various pieces of work occurring around the building.

4. Ongoing Maintenance Items

4.1. The Committee **noted** that High Standards Access have cancelled their attendance to assist in investigations relating to ongoing window leaks with Leo Meng & Associates and this will be re-booked for January at their soonest available date.

4.2. The Committee **agreed** to seek an update from Chris Blake and David Grady regarding finalization of the gym WiFi installation.

4.3. The Committee **noted** that the gym bar has been ordered for the Olympic Half-Rack and will arrive shortly.

4.4. The Committee **agreed** to book the Technogym training session on the gym equipment for February once a majority of people return to the property after the Christmas break.

4.5. The Committee **noted** that that pool structural review will occur after April next year, however Total Pools have gained access under the pool and confirmed there are no leaks from the cast.

5. Administrative Matters

5.1. The Committee **noted** receipt of a proposal from Honan Insurance for brokerage of the buildings insurance policy, however **agreed** to await a proposal from Marsh before proceeding further.

5.2. The Committee **noted** that there are a large number of outstanding levies still being pursued, mostly relating to the cladding project. These will be collected in accordance with existing policies.

5.3. The Committee **noted** that Grady Strata are seeking quotes from Donald Watts Cant Corke, Wise Choice, Solutions in Engineering and Ryder Levett Bucknall for the Sinking Fund Plan update. Templates from other buildings will be provided to the Committee for review.

5.4. The Committee **noted** that quotes for a Maintenance Plan are being sought from Solutions in Engineering, Wise Choice and Residential Reports for consideration, with templates from other buildings to be provided for review.
5.5. The Committee **noted** that MinterEllison are presently reviewing the Rules of the property for Committee consideration.
5.6. The Committee **noted** receipt of a proposal from SMATA Signs for the installation of digital signboards in the building lobbies and **agreed** to await installation of these boards in other properties to physically view their outcomes before considering further.

6. Summary of Decisions and Actions Chair/Grady Strata

6.1. Next Meeting is scheduled for Wednesday 11 January 2022 at 5pm via Zoom.

Meeting Closed: 6:15pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 11 January 2023 at 5.00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Tracey Blunt, Jeanette Adams, Peter Hopner, Gary Webb, David Bibo
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady
APOLOGIES: Jonathan Nest, Julie Edgerton

1. Chair's Welcome

1.1. The Committee **Chair** Tracey Blunt welcomed members to the meeting.
1.2. The Committee **approved** the minutes of the meeting held 14 December 2022.
1.3. The Committee **discussed** the ongoing provision of documents to Executive Committee Members before each meeting, **noting** that a current live document link is provided before each meeting for Executive Committee reading before each meeting. The Committee **agreed** to continue with the live document environment, however amendments or additions of documents following the deadline of the Friday before each EC meeting must be avoided where possible, or where a matter is urgent additional documents added to the folder must be advised to the EC via email.

2. Administration Close-Out

2.1. The Committee **agreed** to distribute the final issues register from the Administrator with the January 2023 EC meeting minutes, noting the following status update of open items on the register:
2.1.1. A9 – Rule Review underway with MinterEllison, with first draft of updated Rules to accord with legislation expected in the next 2-3 weeks. Expected close 2023 AGM following approval of OC.
2.1.2. A21 – Quote from Class for re-keying of the complex not yet received, to be considered once received.
2.1.3. A48 – Cladding Updates to be provided monthly in addition to ECM minutes. First update provided from incoming EC in December 2022. Ongoing.
2.1.4. A52 – Potential damages claim against previous service provider regarding Administrator appointment to be considered via lawyers if a negative response is received regarding indemnity availability under the CHU insurance contract is provided by CHU/AJG. No update provided from CHU/AJG from last meeting and continued pursuit of claim is occurring.
2.1.5. A57 – Claim against applicant owner and/or insurance claim as above.

3. Sub-Committee Reports

3.1. Defects Working Group
3.1.1. The Committee **noted** that feedback has begun to be collated from Owners following the distribution of a survey link to owners in December 2022. The information collected thus far has been relayed to Dowse and PCA for their further response on corrective action for identified issues, and discussion and implementation of greater quality control procedures for the remainder of the project. This

matter will be further discussed at the weekly site meeting with PCA, Dowse and Grady Strata on Thursday.

3.1.2. The Committee **noted** verbal advice from MinterEllison that the various experts engaged to draft expert evidence will require access to the property on 23, 24 and 25 January 2023 to complete their expert reports. It is likely forced access notices will be required to various units, with a locksmith and security guard to be engaged where necessary.

3.2. Facilities Working Group

3.2.1. The Committee **noted** that the following works are underway:

3.2.1.1. Works from I.M.S Joinery to install facilities for storage in the BM office.

3.2.1.2. Intercom signage mock-ups and costs to be presented from Screenmakers in the next few weeks for approval next ECM.

3.2.1.3. Beam & Neuron geo-fencing request for the Manhattan on the Park Common Property.

3.2.1.4. Hygiene signs in the gym have been installed and either side of the gym and at the entry doors.

3.2.1.5. Purchase of bins from Otto to replace the ACTNoWaste supplied bins as approved last meeting.

3.3. The Committee **noted** the Communications Working Group updates:

3.3.1. QR code and notice regarding who to contact for building issues (inc. after-hours) is to be distributed by Grady Strata

3.4. The Committee **noted** that Grady Strata will provide a Gantt Chart with critical dates leading up to a proposed August 2023 AGM by the next ECM.

4. Ongoing Maintenance Items

4.1. The Committee **noted** that High Standards Access and Leo Meng & Associates will be on-site on 12 and 13 January 2023 to complete flood testing to determine the cause of leaks in to approx.. 7 apartments. These tests are focussed only on leaks internal to units, not leaks through balcony soffits which are subject to the Rectification Order matters previously discussed.

4.2. The Committee **noted** that the gym equipment trainer to be supplied by Technogym is playing in the Australian Open and as a result training likely won't occur until late February.

4.3. The Committee **noted** that the Olympic Bar for the Half-Rack has arrived and been put in place for resident use.

4.4. The Committee **confirmed** that that pool structural review will occur after April next year as previously agreed. The matter will remain on hold until then.

5. Administrative Matters

5.1. The Committee **noted** receipt of a capability statements from Honan Insurance and Marsh Insurance for appointment of a replacement broker at the property following concerns over the last few renewals via AJG. The Committee **agreed** to the appointment of Honan Insurance, provided that Honan will agree to a Service Level Agreement (SLA) with Grady Strata to provide insurance renewal proposals 30 days prior to the next renewal date to allow adequate time for consideration, questions and changes as necessary.

5.2. The Committee **noted** the receipt of anonymised Sinking Fund Forecast samples from Solutions in Engineering, Ryder Levett Bucknall and Wise Choice to allow comparison of these reports to determine the appropriate consultant to appoint to draft an updated Sinking Fund Plan for 2023 AGM

consideration. Quotes will be forthcoming from each company for next meeting for consideration.

5.3. The Committee **noted** that a Maintenance Plan template will be supplied by Residential Reports, Solutions in Engineering and Wise Choice with the next meeting papers along with quotes from each company.

5.4. The Committee **noted** that the Rule review process with MinterEllison will involve the following:

a) Initial review by MinterEllison of Rules
b) Discussion between MinterEllison and Grady Strata on key areas of the Rules where ambiguity exists and the overall direction sought in respect of the Rule update.
c) Provision of marked-up draft by MinterEllison for review by Grady Strata and EC.
d) EC Comments and/or changes.
e) Distribution of updated draft to Owners.
f) Consideration of Rules and seeking approval at 2023 AGM.

5.5 The Committee **noted** that some owners are utilising the facilities (gym and pool) in the property despite having rented out their apartments. The Committee **noted** that only a small number of circumstances are known at present, however **agreed** to seek a cost estimate for advice from MinterEllison as to whether this is appropriate and allowable before consideration of a Rule amendment in this regard.

5.6 The Committee **noted** that a major leakage event occurred on Level 16 during heavy rains in early January. The Committee **noted** advice from Grady Strata that the Icon Water storm-water tie-in line had problems in the area, which likely caused backflow of water to the roof resulting in this leak. Similar backflow occurred don balcony drains. The Committee **further noted** that advice is being sought from Icon Water as to their response on this issue, with an inspection of the roof also to occur by Leo Meng & Associates during their leak inspections to ensure the roof structure is sound.

5.7 The Committee **agreed** to seek quotes from providers to explore and report on the existing building infrastructure capabilities related to Electric Vehicle charging. These quotes will be considered once available.

5.8 The Committee **noted** that a number of mailboxes with coded locks installed were broken in to on 2/1/23 and a number remain unlocked. Grady Strata will follow up with those affected to have these re-locked.

6. Summary of Decisions and Actions Chair/Grady Strata

6.1. Next Meeting is scheduled for Wednesday 8 February 2023 at 5pm via Zoom.

6.2. Action List:

6.2.1. Distribute final issues register with letter from the Committee covering.
6.2.2. Pursue quote from Class Locksmiths
6.2.3. Pursue CHU Insurance for update on claim for Administrators Costs
6.2.4. Discuss and agree path forward regarding owner-identified and Committee-identified defects in cladding works.
6.2.5. Send work order to IMS Joinery to complete works in Chris' office.
6.2.6. Pursue intercom signage mock-ups.
6.2.7. Follow up Beam and Neuron on geo-fencing requests.
6.2.8. Purchase bins from Otto to replace ACT NoWaste Bins.
6.2.9. Distribute QR code letter to residents to advise where issues are to be reported.

6.2.10. Provide Gantt Chart for works to occur to achieve an August 2023 AGM timeline.
6.2.11. Arrange gym training session with Technogym for late February.
6.2.12. Arrange engagement of Honan insurance, subject to service level agreement in writing.
6.2.13. Seek quotes for maintenance plans for review.
6.2.14. Seek quotes for Sinking Fund Plan update for review.
6.2.15. Discuss Rule review with MinterEllison.
6.2.16. Investigate cause of leakage on Level 16 with Icon Water and Leo Meng & Associates.
6.2.17. Seek quotes for EV charging capability investigations.
6.2.18. Contact owners regarding mailbox break-ins and closing of those mailboxes.

Meeting Closed: 6:45pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Friday 13 January 2023 at 5.15pm

PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Tracey Blunt, Gary Webb, Jeanette Adams, David Bibo
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady
APOLOGIES: Jonathan Nest, Peter Hopner

1 Chair's Welcome

a. The Chair of the Executive Committee, Ms Tracey Blunt, welcomed members to the meeting.

2 Access to apartments for defect inspections (ACAT)

a. The Committee **unanimously agreed** in accordance with Section 28 of the Unit Titles (Management) Act 2011 to force access via a locksmith to units where access is not provided via door knock in accordance with the dates and times listed in the '230113 Unit Access Requirements – OC Experts' notice. This access is to be provided to Chris Buchanan (Sellick Consultants), Dr Leon Jacob (Jacob & Associates) and Dennis Stephenson (Diagnostech) only for the purpose of gathering information and taking photos of Common Property to produce expert reports pertaining to alleged defects at the property, and/or as required by ACAT. The Committee **further agreed** to engage a security guarding company to ensure the safety and security of all parties and their belongings during inspection, with the security company to keep a log sheet noting the time access was provided, the time of departure, the secure status of the apartment after departing and any issues encountered, if any, when gaining access.

Meeting Closed: 5:30pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 8 February 2023 at 5.00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Annie Gregg, Tracey Blunt, Jeanette Adams, Peter Hopner, Gary Webb, Jonathan Nest
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady and Julie Edgerton
APOLOGIES: David Bibo

1. Chair's Welcome

1.1. The Committee **Chair** Tracey Blunt welcomed members to the meeting.
1.2. The Committee **approved** the minutes of the meeting held 11 January 2023.

2. Administration Close-Out

2.1. The Committee **noted and agreed** the following with respect to the Administrations Issues Register:
2.1.1. A9 – Rule Review underway with MinterEllison, with first draft of updated Rules to accord with legislation expected in the next 4 weeks due to MinterEllisons increased load in the defects matter. Expected close 2023 AGM following approval of OC.
2.1.2. A21 – Quote from Class for-keying of the complex has been received at a cost of $50,000. The Committee **noted** that there has been no reported unauthorized access utilizing lost keys and therefore this matter is not considered a high risk. The Committee **agreed** to it would not proceed with implementation at this time.
2.1.3. A48 – Cladding Updates to be provided monthly.
2.1.4. A52 – The Committee **noted** that HWL Ebsworth Lawyers have contacted Grady Strata in respect of the claim notification to CHU, requesting information pertaining to the reservation of rights letter sent by Canberra Strata to RSM Australia acting on behalf of the Owners Corporation during their tenure. The Committee **agreed** to provide relevant information to HWL Ebsworth as required, with a letter to be provided to Canberra Strata identifying that the Owners Corporation reserves its rights in respect of any costs incurred as a result of actions/inaction by Canberra Strata.
2.1.5. A57 – Insurance claim with Owners Corporations insurer has initially been rejected. The abovementioned avenue will be explored further before consideration of claims against the applicant owner.

3. Sub-Committee Reports

3.1. Defects Working Group
3.1.1. The Committee **noted** that mediation in the Rectification Order/Defects matter, requested by Andrew Jolley as the recipient of the Rectification Order, will be taking place on 10 February 2023, with the Owners Corporation now having received applicable advice to facilitate such a mediation. Mediation will be complex and all matters identified as potential defective building work at the meeting will be discussed, however agreement to potential settlement will be subject to Owners Corporation agreement at a General Meeting if an appropriate and final position is provided.
3.1.2. The Committee **agreed** to engage AED to complete defects inspections at the property in respect of fire penetration and/or

sealing issues. Given the timeframes for the ACAT hearing and evidence submission their engagement now is necessary, but will be cancelled if mediation is successful.

3.1.3. The Committee **noted** that costs have been incurred for the relevant expert witness inspections, although considers that even if mediation is successful some expert reports will still be required outside the legal process to ensure the Owners Corporation can appropriately repair Common Property.

3.1.4. The Executive Committee **noted** that concerns have been raised with Dowse regarding their representation of the Manhattan on the Park Owners Corporation during the cladding replacement project, with key focal concerns being changes to methodology, cost forecasts, quality assurance and repairs to damage caused during the cladding project activity. A meeting with John Dowse and other representatives from Dowse Projects has been called where these issues will be outlined clearly to Dowse with a view to ensuring quality outcomes through the remainder of the project.

3.1.5. The Committee **noted** that the insurer has requested a risk assessment of the cladding affixed to the storage cages in the basement, with Warrington Fire engaged to complete this risk assessment. The insurer has been notified that all external flammable cladding has either already been removed or will be removed in short order.

3.2. Facilities Working Group

3.2.1. The Committee **noted** the Facilities Working Group Minutes.

3.2.2. The Committee **noted** that the contract for lift servicing has been entered in to for 3 years with Kone at a cost of $40,000 + 3% annually. This agreement follows an approach to market, with Kone identified as the most suitable provider.

3.2.3. The Committee **agreed** to signage mockups and a quote from Screenmakers for the installation of signs above the intercoms identifying which units are located in the North and South towers.

3.2.4. The Committee **agreed** a quote from 360 Fire for replacement of expired extinguishers, noting it is more economical to replace the extinguishers than pressure test them for compliance.

3.2.5. The Committee **noted** that the following works are ongoing:

3.2.5.1. Works from I.M.S Joinery to install facilities for storage in the BM office.

3.2.5.2. Beam & Neuron geo-fencing request for the Manhattan on the Park Common Property. Both companies have Geofenced the property boundary, with monitoring to occur to ensure compliance.

3.2.5.3. Purchase of bins from Otto to replace the ACTNoWaste supplied bins has been completed and bins paid for, shipment yet to arrive.

3.3. The Committee **noted** the Communications Working Group updates:

3.3.1. QR code and notice regarding who to contact for building issues (inc. after-hours) is to be distributed by Grady Strata.

3.3.2. A request from an owner to install parcel lockers to the ground floor of the complex has been received, with an upfront cost of $35,900 and monthly cost of $594 required for the recommended number of lockers for a complex the size of Manhattan on the Park. The Committee **agreed** that if the requesting owner wishes to bring the matter before the Owners Corporation at the AGM they are free to, however the request would not be endorsed by the Executive Committee.

4. Ongoing Maintenance Items

4.1. The Committee **noted** that the Leo Meng & Associates report on apartment water ingress and the Level 16 leak has not yet been received, however is expected to be received in the very near future. A copy will be provided to the Facilities and Defects working groups for consideration.

4.2. The Committee **noted** that the gym equipment trainer has not yet provided their availability, however sessions will be organised once availability is advised.

4.3. The Committee **noted** that the pool structure review and stainless steel pool handrail matters are on hold until the swimming season is over and **agreed** to update the owner who requested the handrail on the timing for consideration.

5. Administrative Matters

5.1. The Committee **approved** enhanced access to be applied to 2 access devices for an owner of 3 units (8, 304, 1214), with the use-cases identified as being appropriate.

5.2. The Committee **noted** a recent matter in NSW regarding costs for Rule Infringement Notices, however **agreed** that there is no clear case-law and costs for issuance by the Managing Agent would continue to be recovered under Section 31 of the Unit Titles (Management) Act 2011 as and when required.

5.3. The Committee **noted** that there have been further incidents of mailbox breakins, particularly to mailboxes with coded locks. In this instance keys were stolen from a lockbox where the unit was being used for short-term rental, with the unit pilfered as a result. The Committee **agreed** to write to owners requesting that the practice of leaving keys in the mailbox is not appropriate due to the risk of theft, resultant from negligence in owners not appropriately securing their keys.

5.4. The Committee **considered** quotes from Wise Choice, Solutions in Engineering, Ryder Levett Bucknall and QS Solutions for the review of the Sinking Fund Plan, along with anonymised reports from each company. The Committee **agreed** to proceed with Wise Choice for this purpose, **noting** that their Sinking Fund Forecast includes a maintenance plan and therefore an alternate maintenance plan would not be required. Wise Choice is to meet with the Facilities Working Group before progressing to their site inspection and first draft of the updated plan.

6. Summary of Decisions and Actions Chair/Grady Strata

6.1. Next Meeting is scheduled for Wednesday 8 March 2023 at 5pm via Zoom.

6.2. Action List:

6.2.1. Respond to HWLE with information pertaining to Administrator Appointment and reservation of rights.

6.2.2. Engagement of AED.

6.2.3. Meeting with Dowse regarding ongoing superintendency of cladding replacement works.

6.2.4. Complete risk assessment of basement storage cage cladding.

6.2.5. Provide approval to Screenmakers to proceed with signage manufacture.

6.2.6. Follow up IMS Joinery to complete works in Chris' office.

6.2.7. Engage 360 fire to replace fire extinguishers.

6.2.8. Pursue update from Otto regarding arrival of bins.

6.2.9. Follow-up and distribute Leo Meng report.

6.2.10. Apply enhanced access to requested devices as approved.

6.2.11. Write to owners regarding mailbox breakins and theft of keys.
6.2.12. Engage Wise Choice for Sinking Fund Plan and Maintenance Plan, ensuring meeting with FM working group.
6.2.13. Engage Honan Insurance once renewal terms received and agreed with AJG to allow time for next renewal period.
6.2.14. Distribute QR code letter to residents to advise where issues are to be reported.
6.2.15. Provide Gantt Chart for works to occur to achieve an August 2023 AGM timeline.
6.2.16. Arrange gym training session with Technogym once timings are provided.
6.2.17. Seek quotes for EV charging capability investigations.
6.2.18.

Meeting Closed: 7:30pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 8 March 2023 at 5.00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Peter Hopner, Gary Webb, David Bibo, Jonathan Nest
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady and Julie Edgerton
APOLOGIES: Annie Gregg, Tracey Blunt

1. Previous Minutes

1.1. The Committee **approved** the minutes of the meeting held 8 February 2023.

2. Administration Close Out

2.1. Ongoing Action Items from Issues Register

2.1.1. A9 - Rule Review – The Committee **noted** that the review is underway with MinterEllison, with first draft of updated Rules now expected in April 2023.

2.1.2. A21 – Rekeying quote - The Committee **agreed** it would not proceed with the rekeying quote implementation at this time as there had been no reported unauthorised access utilising lost keys and therefore this matter is not considered a high risk.

2.1.3. A48 – Cladding Process Updates – The Committee **noted** that the next update to the Owners Corporation will be issued late March 2023.

2.1.4. A52 – Former Service Provider Damages Claim – The Committee **noted** that there was no outcome as yet regarding contesting the denial of the insurer for the Administrator costs. The Committee also **noted** that the lawyers from HWL Ebsworth Lawyers who act for the previous Strata Managing Agent had been provided with a summary of facts pertaining to the claim for costs as agreed last EC Meeting.

2.1.5. A57 – Claim against applicant owner and Insurance Claim – The Committee **noted** that this item is currently on hold.

3. Sub-Committees

3.1. Defects & Cladding Working Group

3.1.1.1. Defects update – Gary Webb provided a detailed update to the Committee on the defects case and noted that the next Directions Hearing is on 15 March 2023, with a full hearing to occur for 1 week in early May 2023. The meeting **noted** advice provided by Sellicks as part of their expert evidence that the structure of the building is considered sound, despite some cracking noted in the original Diagnostech report, although other issues around the building continue to exist and require remediation. The Committee **noted** that the preparation for the May hearing date was well advanced, with MinterEllison taking significant steps to ensure a well-prepared case can be put forward on behalf of the Owners Corporation seeking repair of all items listed in the Rectification Order.

3.1.1.2. Cladding update – the Committee **noted** that Dowse Projects had appointed a new Project Manager to oversee the completion of the project, who has been quite active in this role. It was **noted** that scaffolding had been erected on top of some of the roof top solar panels on Level 16, with concerns raised

that damage has been sustained to these panels, hence these will now be inspected and checked by EPC Solar for any damage before submission of the relevant report to Project Coordination for any necessary repairs. The Committee also **noted** that the cladding in the facade to the storage cages was considered a low risk, however the insurer has indicated during the most recent renewal that if the cladding to the storage cages is not remediated, they will continue to add risk-loading to the property despite full façade cladding removal. Quotes are now being sought to replace the cladding in this area, with a General Meeting to be called for owners to consider replacement costs.

3.2. FM Working Group

3.2.1. The Committee **approved** the minutes of the meeting dated 1 March 2023.

3.2.1.1. Parcel Lockers – The Committee discussed the feasibility of purchasing parcel lockers and noted that this is not a high priority at this stage.

3.2.2. Works Approved - Updates

3.2.2.1. Chris' Office Renovation – The Committee **noted** that the works had been approved and now just waiting on a start date.

3.2.2.2. Garbage Bin Purchase – Bins have now been purchased and arrived to site, however solutions for covering the bottoms of the bins to avoid damage from hard materials placed in the chutes from high floors.

3.3. Communications Working Group

3.3.1. Notice to Residents – The Committee **requested** that the lift notices be reviewed and rotated more frequently. Strata Manager will arrange for this to occur with the Building Manager. The Committee requested that any important notices would be placed in the lift once the cladding project was completed. Lift notices will remove reference to UP3941 and/or the Committee, and will note they are from Grady Strata in future.

3.3.2. The Committee **approved** a letter of thanks, with feedback and requests for costs to cover additional guarding services for the Multicultural Festival, to be provided to the ACT Government organizers of the event.

3.3.3. The Committee **agreed** that succession planning should be considered as the Owners Corporation moves toward the AGM, with some EC Members signaling their intention to not renominate at the upcoming AGM.

3.4. Forward Planning

3.4.1. Key Milestones

3.4.1.1. AGM August 2023 – The Committee will start the process of encouraging other Owners to join the Committee from the AGM.

3.4.1.2. Works Programme – Works have now been listed per category in a planning chart toward the 2023 AGM. This will be reviewed each EC meeting.

4. ONGOING MAINTENANCE ITEMS

4.1. Gym Equipment Upgrade

4.1.1. WiFi Installation Update – The Committee **noted** that the wifi had not been commissioned as yet for the gym. This will be followed up by Grady Strata.

4.1.2. Complimentary Training Session (Monique Adamczak) – The Committee **noted** that the training session occurred on Tuesday 7 March 2023 at 7am-9am and 6pm-8pm for all residents. Michael

Grady will contact Monique Adamczak to obtain feedback from the sessions.

4.2. On Hold

4.2.1. Pool Structural Review (April 2023) – The Committee **noted** the date for this work

4.2.2. Stainless Steel Handrail (April 2023 – investigate) – The Committee **noted** the date for this work

5. ADMINISTRATIVE MATTERS

5.1. Flooring application from unit 6 – The Committee **approved** the application from unit 6 for hybrid flooring as it meets the installation sound requirements.

5.2. Rule Infringement Notices

5.2.1. Julie Edgerton gave a summary of the breaches of the Rules mostly pertaining to washing on balconies and not locking letterboxes, noting residents are complying after being contacted, therefore no need for any Rule Infringement Notices (RIN) to be issued at this stage.

5.2.2. The Committee **noted** a number of issues pertaining to pet excrement on common areas. The Committee **noted** that residents who are identified letting their pets soil common areas will be asked to clean the area and if they fail to do so, then the cost for the Building Manager to clean the areas will be on-charged under Section 31 of the Unit Titles (Management) Act 2011. A Notice will be put up in the foyers reminding residents of cleaning up after their pet.

5.3. Insurance

5.4.1 The Committee **ratified** the out of session approval for the insurance for the complex, noting the policy is still on a six-month term. Upon the next renewal will be in August 2023 and the cladding project will be finished by that stage.

5.4. EV Charging Options – The Committee **noted** that Michael Grady was trying to arrange a meeting with Shane Rattenbury to discuss the way forward for strata complexes. This item will be added to the flow chart of to track progress.

5.5. Gas appliance changeover – The Committee **noted** that with the ACT Governments intention to move away from Gas suggestions have been made that the Owners Corporation should look at assisting owners in this changeover due to bulk purchasing power. The Committee **agreed** that there are other more pressing priorities at this time.

5.6. Multi Access for Jeanette Adams – The Committee **approved** the multi access due to the number of units managed by her business.

5.7. Portal information sessions – The Committee **noted** that an information session will be setup for all Owners to attend via Zoom so that they can become familiar with the Owners Portal operated by Grady Strata.

6. Next Meeting

6.1. Next Meeting – Wednesday 12 April 2023 at 5pm via Zoom

Meeting Closed: 6:05 p.m.

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 12 April 2023 at 5.00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, David Bibo, Jonathan Nest, Annie Gregg, Tracey Blunt
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady
APOLOGIES: Peter Hopner, Gary Webb and Julie Edgerton

1. Previous Minutes

1.1. The Committee **approved** the minutes of the meeting held 8 March 2023.

2. Administration Close Out

2.1. Ongoing Action Items from Issues Register

2.1.1. A9 - Rule Review – The Committee **noted** that the review is underway with MinterEllison, however has been delayed due to continued focus on the upcoming defects matter. Initial discussions between MinterEllison and Grady Strata on the Rule Review matter will occur prior to 29 April 2023.

2.1.2. A48 – Cladding Process Updates – The Committee **noted** that the latest update was issued to the Owners Corporation in early April 2023.

2.1.3. A52 – Former Service Provider Damages Claim – The Committee **noted** that all relevant information relating to the lack of distribution of the 2022 Annual General Meeting Minutes and contractual arrangements with prior service providers have been provided to HWL Ebsworth, who is presently considering a position with CHU Insurance on next steps. Whether a claim is pursued for costs against any other party will be considered by the Owners Corporation at the next General Meeting.

2.1.4. A57 – Claim against applicant owner and Insurance Claim – The Committee **noted** that this item is currently on hold.

3. Sub-Committees

3.1. **Defects & Cladding Working Group**

3.1.1. Defects

3.1.1.1. Michael Grady provided an overview of the ongoing defects matter, noting that all relevant expert witness reports have been obtained and will be served by MinterEllison on necessary parties in accordance with the ACAT orders in preparation for a May hearing date.

3.1.1.2. The Committee **noted** that a without prejudice offer has been made by Andrew Jolley with respect to inspections of the Common Property and 3 leaking units. Grady Strata will arrange access as necessary once new dates are provided.

3.1.1.3. The Committee **noted** receipt of advice from MinterEllison regarding potential liability risks to the Owners Corporation discovered during the preparation of expert evidence for the defects matter. The risks relate to concerns over façade safety, particularly structural strength of the balustrade panels. The Committee **agreed** to seek further advice from MinterEllison as to potential suitable façade engineers, with Grady Strata to seek quotes for necessary risk assessments. The Committee **noted**

duty of care concerns are present if nothing is done following receipt of the initial advice.

3.1.2. Cladding

3.1.2.1. The Committee **noted** that the cladding project is ongoing, with almost all internal apartment works complete. The remainder of works will be focused on the rear façade area.

3.1.2.2. The Committee **noted** that during the course of cladding replacement the solar panels have been damaged due to installation of scaffold on the solar panels themselves, along with tradespeople walking over them. EPC Solar has provided a report on the damage to the solar panels, citing that all 4 lab tested panels have micro cracks that affect safety and performance. EPC Solar has provided a quote for replacement with the closest like-for-like panels, which has been submitted to PCA for their action. The Committee **agreed** to seek advice from EPC Solar as to whether there were opportunities to upgrade the panels to latest technology, with the Owners Corporation to consider covering any overrun costs.

3.1.2.3. The Committee **noted** that in response to the insurers and Warrington Fire's advice, quotes have now been received for the replacement of storage cage cladding. PCA's quote is $368,151.70, however an inferior product (Lysaught Custom Orb) to the current finish is prosed, whilst Canberra Building Service's price for a like-for-like replacement is $678,310. The Committee **agreed** to seek an additional price for this work before considering potential funding arrangements.

3.1.2.4. The Committee **noted** that spot checks of 20 units have been completed for the purposes of assessing cladding workmanship, with issues identified in only 1 unit. Repairs to that unit are underway under the advice of Dowse and Wise Choice.

3.2. **FM Working Group**

3.2.1. The Committee **approved** the minutes of the meeting dated 5 April 2023.

3.2.1.1. The Committee **endorsed** the decision of the FM Working Group to cancel the auto-door contract with Kone due to lack of service and to engage MSR Electrical for this service.

3.2.1.2. The Committee **endorsed** the decision of the FM Working Group to cease the engagement of 360 Fire for maintenance of the fire systems in the building and to engage O'Neil and Brown Fire for these services. The Committee **noted** the importance of passive fire protection servicing and **noted** its inclusion in the O'Neil and Brown contract.

3.2.1.3. The Committee **noted** that there has only been 1 security incident over the last 30 days, with 1 HelloFresh box reported stolen.

3.3. **Communications Working Group**

3.3.1. The Committee **noted** that the notice for after-hours emergency contact QR Codes has not yet been posted around the building and **agreed** to have Grady Strata implement ASAP.

3.3.2. The Committee **noted** that the signs drafted by the Comms Working Group have not been rotated with regularly and **agreed** to follow up to ensure this is occuring and issues become apparent.

3.3.3. The Committee **agreed** to follow up with ScreenMakers regarding the A-Frame Sign for the pool area with key house rules messaging that was ordered back in January.

3.3.4. The Committee **noted** the response received from the MultiCultural Festival organizers in response to a feedback letter on event sent by the EC. The Committee **noted** that the organizers have declined to pay costs for security guarding services this year and for future events, however will consult more widely in future. The Committee **agreed** for the response to be shared with the CBD Group.

3.4. Forward Planning

3.4.1. Key Milestones

3.4.1.1. AGM early September 2023 – The Committee will start the process of encouraging other Owners to join the Committee from the AGM.

3.4.1.2. Works Programme – The Committee **agreed** to add the next insurance renewal in to the works programme to ensure it was visible for basement cladding replacement planning purposes.

3.4.1.3. The Committee **agreed** to seek advice from TechoGym whether they have posters available indicating how to operate the new machines installed in the gym.

4. ONGOING MAINTENANCE ITEMS

4.1. Gym Equipment Upgrade

4.1.1. WiFi Installation Update – The Committee **noted** that the wifi had not been commissioned as yet for the gym, despite continued follow-up by Grady Strata with iiNet and TPG. This will be escalated further, or another provider sought.

4.2. On Hold

4.2.1. Pool Structural Review (April 2023) – The Committee **noted** that now the pool heating is off Chris Buchanon from Sellick Consultants will be engaged to review rust marks and general structural stability of the pool.

4.2.2. Stainless Steel Handrail (April 2023 – investigate) – The Committee **noted** that advice will be sought on earthing of this structure before seeking any quotes.

5. ADMINISTRATIVE MATTERS

5.1. Rule Infringement Notices

5.1.1. Regular follow-up occurring when Rule breaches are advised to Grady Strata. No RIN's recommended at present time.

5.2. EV Charging Options – The Committee **agreed** to seek advice from O'Neil and Brown Electrical regarding an EV Charging Capability Report.

5.3. The Committee **noted** that Grady Strata is working with the OCN and ACT Government in relation to gas to electric hot water system conversion discussions, with the Committee to be advised on relevant facts throughout this process.

5.4. The Committee **agreed** to distribute the latest financial summary report from the Treasurer, following review by the EC with the Minutes of this meeting.

6. Next Meeting

6.1. Next Meeting – Wednesday 10 May 2023 at 5pm via Zoom.

6.2. The Committee **noted** that Michael Grady will be absent from next meeting due to leave.

Meeting Closed: 6:05 p.m.

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 10 May 2023 at 5.00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Jonathan Nest, Annie Gregg, Tracey Blunt, Gary Webb and Peter Hopner
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – David Grady and Mark Terracini
APOLOGIES: David Bibo, Michael Grady and Julie Edgerton

1. Previous Minutes

1.1. The Committee **approved** the minutes of the meeting held 12 April 2023.

2. Administration Close Out

2.1.1. A9 - Rule Review – The Committee **noted** that the review is underway with MinterEllison. Grady's to seek an update from MinterEllison.

2.1.2. A52 – Former Service Provider Damages Claim – The Committee **noted** that all relevant information relating to the lack of distribution of the 2022 Annual General Meeting Minutes and contractual arrangements with prior service providers have been provided to HWL Ebsworth, who is presently considering a position with CHU Insurance on next steps. Whether a claim is pursued for costs against any other party will be considered by the Owners Corporation at the next General Meeting. Matter on-going.

2.1.3. A57 – Claim against applicant owner and Insurance Claim – The Committee **noted** that this item is currently on hold and no further updates at this meeting.

3. Sub-Committees

3.1. **Defects & Cladding Working Group**

3.1.1. Defects

3.1.1.1. The Committee **noted** MinterEllison have prepared a report providing an update on the ongoing defect matter. Gary Webb has reviewed the report and approves distribution of the report to all owners subject to final review of Tracey Blunt.

3.1.1.2. The Committee **noted** that inspections of the Common Property and 3 leaking units had occurred.

3.1.1.3. The Committee to meet with building experts shortly to ascertain the methodology of the slab repairs

3.1.2. Cladding

3.1.2.1. It was **noted** that quotes were received for the storage cage cladding remediation, the proposals and logistics of the works will be reviewed by the Committee and taken to the Owners Corporation at a General Meeting for decision.

3.1.2.2. The matter regarding the solar panels is currently being looked into by Project Coordination to determine the cause of the damage.

3.1.2.3. The Committee **noted** that an inspection occurred to review the workmanship of the cladding remediation. A meeting to occur with the Committee, Dowse and Grady Strata to seek advice on inspection guidelines and whether concerns raised comply with the requirements of the building industry.

3.2. **FM Working Group**

3.2.1. The Committee **approved** the minutes of the meeting dated 5 May 2023.
3.2.1.1. The Committee **noted** that the Wifi in the gym has now been connected.
3.2.1.2. Grady Strata to follow up the gym equipment suppliers for the "How To Operate" posters.
3.2.1.3. It was **noted** that the pool will be closed mid-June for the purpose of emptying it, notification to be sent to residents closer to the date.
3.2.1.4. Building Managers office works have now been completed.

3.3. **Communications Working Group**
3.3.1. Grady Strata to follow up the A-frame for the pool area.
3.3.2. The Committee **noted** that the rotation of signage within the lift wells appears to be working better.
3.3.3. Grady Strata to follow up renewal of Owners Corporation Network (OCN) memberships.
3.3.4. The Committee will be attending an upcoming meeting to discuss strategies moving forward on short-term rentals and will be working alongside with the OCN.

3.4. Forward Planning
3.4.1. Key Milestones
3.4.1.1. AGM early September 2023.

4. ONGOING MAINTENANCE ITEMS

4.1. Gym Equipment Upgrade
4.1.1. WiFi Installation Update – The Committee **noted** that these works have been completed and the matter is now closed.

4.2. On Hold
4.2.1. Pool Structural Review (June 2023) – The Committee **noted** the amended date of review.
4.2.2. Stainless Steel Handrail (June 2023) – The Committee **noted** that the engineers will be exploring the possibility of installation.

5. ADMINISTRATIVE MATTERS

5.1. Rule Infringement Notices
5.1.1. Regular follow-up occurring when Rule breaches are advised to Grady Strata. No RIN's recommended at present time.

5.2. Rule Review - Grady Strata to get an update from MinterEllison on how this is progressing.

5.3. EV Charging Options – Grady Strata are attempting to obtain a sustainability quote.

5.4. Applications
5.4.1. Unit 1614 Flooring Application - Approved.
5.4.2. Unit 1116 Pet Approval - Approved.
5.4.3. Unit 1521 Smart-Lock Application - On-Hold.
5.4.4. Unit 2 Smart-Lock Application - On-Hold.

5.5. Grady Strata **noted** that they are waiting on the report from the plumber to determine where the leak is coming from in relation to Unit 1603, building services are being assigned to this matter to address the problem in a timely manner.

5.6. Parking on Common Property - It was **noted** that multiple vehicles have been parking for longer than the allocated 2 hours as well as speeding, this is causing congestion in the area as well as poses a serious safety hazard for people in the area.

5.7. Cladding Levy – Grady Strata to follow up with debt collector for a status update on recovery process of outstanding cladding levies.

6. Next Meeting

6.1. Next Meeting – Wednesday 14 June 2023 at 5pm via Zoom.

Meeting Closed: 6:30 p.m.

Special EC Meeting – UP 3941

31 May 2023

5.00pm

Attendees: Tracey Blunt, Annie Gregg, David Bibi, Jonathan Nest, Gary Web, David Grady (Grady Strata Facilities)

Apologies: Jeanette Adams, Peter Hopner

Cladding Update

- Owners and Tenants who are delaying access to their balconies have the potential to increase project costs and the completion date of the project. Residents are encouraged to cooperate in a timely manner to reduce this risk.
- Overdue payment of Special Levies is being actively followed up and are referred to debt collectors.

Storage Cage Re-cladding Project

- As previously Minuted, the insurer has always been aware of the flammable cladding on the storage cages. They have recently advised that the increased insurance premium will remain until all flammable cladding, including previously assessed as low risk flammable cladding, has been removed. The storage cages were originally not included in the re-cladding project as they were deemed to be low risk.
- In order to reduce the insurance premium and risk, re-cladding of the storage cages needs to occur as soon as practicable.
- If the OC wait until the AGM (September 2023) to make a decision about the contract for the works it pushes the increase insurance premiums into the 2024 renewal.
- If an GM was held in June 2023, it would mean that works could commence sooner and it should reduce the 2024 premium.
- The EC will put together their recommendation, including budget implication, to be heard at the GM slated for June and work with Grady's to send out information packs.

Defects

- Urgent investigation to stop water ingress into apartment 1603 is waiting on final recommendations and costings.
- This unit is the most severely affected unit, with water ingress to the bedrooms. It has become necessary to undertake the underlying temporary repairs to the membrane, which will seal the balcony and address the underlying concern.
- The EC agreed that due to the severity of the problem for this particular unit and urgency for action to occur, that expenditure of up to $5,000.00 be approved to paid to undertake temporary remedial works.
    - Note, this amount was increased to $6,200.00 (excluding GST) in agreement out of session to reflect the actual cost of the temporary repairs.

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Thursday 15 June 2023 at 5.00pm

PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Jonathan Nest, Annie Gregg, Tracey Blunt, Gary Webb
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady
APOLOGIES: Peter Hopner

1. Previous Minutes

1.1. The Committee **approved** the minutes of the meeting held 10 May 2023.
1.2. The Committee **approved** the minutes of the meeting held 31 May 2023.

2. Administration Close Out

2.1. The Committee **agreed** to remove this matter as a standing agenda item, as all matters are either picked up elsewhere throughout the agenda or are now closed.

3. Sub-Committees

3.1. **Defects & Cladding Working Group**

3.1.1. **Defects**

3.1.1.1. The Committee **noted** that final submissions have been lodged with ACAT from all parties, including those joined, with a further final hearing day having occurred on 15 June 2023. The Committee **noted** that a decision on the matter is not expected until late July 2023 at the earliest.

3.1.1.2. The Committee **agreed** that costs overruns had occurred due to the complexities of arguments put forward by the applicant and respondents, however MinterEllison have run the case well.

3.1.1.3. The Committee **noted** that if ACAT upholds an order against Mr Jolley, then appeals are possible in the Supreme Court. The Owners Corporation will need to consider that matter further if the time comes.

3.1.1.4. The Committee **noted** that submissions have been made to the Construction Occupations Registrar seeking to have a Rectification Order issued with respect to fire compliance issues as identified by AED during the defects matter.

3.1.1.5. The Committee **noted** that there is a leak from the shared balcony surface of Unit 1604 and 1603 impacting the main bedroom of Unit 1603 during periods of rain. The Committee **agreed** to a quote from Sphere Projects Group for temporary remedial works, which are scheduled to occur for 5 days from 26 June 2023. The Committee **agreed** to engage Steamatic to attend to remediation of any mould in the Unit 1603 main bedroom caused by the leak, supply a dryer to assist with drying the area until the repairs are implemented and pay for 2 days running costs for the dryer after periods of rain.

3.1.1.6. The Committee **noted** receipt of correspondence from Unit 1516 regarding leaks through the balcony soffit, requesting urgent repairs. The Committee **noted** that this is unfortunately the case for a number of balconies at the property and **agreed** that repairs to leaks through balcony soffits to external areas will

not be attended to until, at the earliest, the defects legal matter being considered by ACAT is concluded.

3.1.2. **Cladding**

3.1.2.1. The Committee **noted** renewed advice from the insurance brokers for Manhattan on the Park that the insurers in the market will continue to add risk rating to the property until such a time as it is confirmed all cladding on the building has been remediated and is up to current code. The Committee **noted** earlier advice received from Warrington Fire identifying that the storage cage cladding would need to achieve a Group Number of 1, 2 or 3 in accordance with Specification C1.10 of the NCC and AS 5631.1 and this could not be guaranteed to be achieved without significant works even if the existing ACP is within those group codes due to exposed PE core.

3.1.2.2. The Committee **agreed** to force access to Unit 1603 with 7 days' notice as required under legislation for the installation of 2 props to finalize cladding repairs. The Committee **noted** that this options was a last-ditch option if necessary due to delays this may inevitably cause in the project. The Committee **accept** that this is inconvenient, however has been required across the site on various balconies to ensure resident safety.

3.1.2.3. The Committee **noted** that PCA is looking to de-establish site by the end of July at this point. A further defect list has been compiled by the cladding working group working in conjunction with Chris Blake and has been submitted to PCA. Better outcomes have been noted in recent times on defect remediation.

3.1.2.4. The Committee provided a **vote of thanks** for the work of David Bibo and Chris Blake for their assistance throughout this project, as their works on the ground have been pivotal in achieving good outcomes for the Owners Corporation.

3.1.2.5. The Committee **noted** that PCA has produced a report from SolarHub indicating that damage sustained to the solar panels on the roof is consistent with hail. The Committee will **consider** this report further before lodging an insurance claim, **noting** that hail did impact the building in December 2021, however does not appear to have damaged roof sheets or other harder building materials.

3.1.2.6. The Committee **agreed** to request that Chris Blake take photos of a sample storage cage re-clad recently completed for consideration by the Committee.

3.1.2.7. The Committee **agreed** to hold a General Meeting on 5 July 2023 to consider the raising of a Special Levy for the payment of replacement storage cage cladding based on the existing quotes received, plus any loading required due to expected market shifts and added required contingencies. The Committee **noted** that the original costing provided by PCA will not be able to be utilized as the material originally quoted was found to be unsuitable.

3.2. **FM Working Group**

3.2.1. The Committee **approved** the minutes of the meeting dated 7 June 2023.

3.2.1.1. The Committee **noted** that pool remediation works for structural inspections and exploring potential installation of a handrail need to be delayed to July/August once the cladding works are complete.

3.2.1.2. The Committee **noted** that the first draft Sinking Fund Plan revision from Wise Choice has been received and is currently being reviewed for proposed amendments by the FM Working Group.

3.2.1.3. The Committee **noted** that the lift phone lines have been changed from hard lines with iiNet, which were inexplicably cut off without notice, to dual mobile sim technology with KONE.

3.3. **Communications Working Group**

3.3.1. The Committee **agreed by resolution** to endorse the City EC Groups proposed Short Term Rental (STR's) paper to be presented to MLA's and if necessary the legislative assembly. The report looks at the potential regulation of STR's in Canberra and the potential alignment of legislation in this area with other states.

3.3.2. The Committee **agreed** to complete a pet audit and security device audit following the Annual General Meeting once the updated draft Rules have been considered and agreed by the Owners Corporation.

3.3.3. The Committee **agreed** to have Annie Gregg represent the Manhattan on the Park EC at a meeting with the Multi-Cultural Festival Director within the ACT Government.

3.3.4. The Committee **noted** that follow-up has occurred with Screenmakers regarding the A-Frame signs agreed back in January for the pool area which have not yet been delivered.

3.3.5. The Committee **noted** that 'How To Operate' posters have been followed up with Technogym.

3.4. Forward Planning

3.4.1. Key Milestones

3.4.1.1. AGM early September 2023.

4. ADMINISTRATIVE MATTERS

4.1. The Committee **considered** concerns raised with Unit 1519's installation of a storage cage in their car park, noting that it has been installed to comply with Australian Standards for fire, however may still be in breach of the Rules for the property. The Committee **agreed** that the existing Rules may prove problematic in enforcing removal and **agreed** to await consideration of new Rules at the AGM before considering further.

4.2. The Committee **noted** that MinterEllison's review of the Rules will be discussed between MinterEllison and Grady Strata next week, with an aim to have a draft ready for review by the end of June.

4.3. The Committee **noted** concerns with the form of modification applications received, noting they are often devoid of information and signoffs. The Committee **agreed** to draft a Modification Application Form for future application use, using existing Grady Strata drafts as a base application form.

4.4. The Committee **noted** receipt of smart door lock installation requests from Unit 2, Unit 622, Unit 8 and Unit 1214. Each application is in a differing format and request consideration of a different type of lock (3 types in total. The Committee **agreed** that it is the priority of the Owners Corporation to ensure any proposed smart locks are appropriately fire rated and the Owners Corporation protected from potential liability if approved. The Committee **agreed** to draft an application form for this purpose, with appropriate requirements for owners to provide fire-rating signoffs fit for the fire doors at Manhattan on the Park. Applications will be considered further once this information is received.

4.5. The Committee **noted** that discussions have begun with O'Neil and Brown Electrical and Shepherds Electrical for EV charging data logging works. The Committee **noted** concerns raised by the City EC Group and ACT Fire

& Rescue regarding risks of EV fires in high-rise unit complexes and any report should include assessment of these risks along with capacity considerations.

4.6. The Committee **considered** an application from Unit 2 to replace their existing car space bollard with a different 'That's my Spot' parking bollard. The Committee **agreed** to request that the owner confirm that they can use existing dynabolts for their original bollard for this installation, otherwise if not signoff from a structural engineer may be required.

4.7. The Committee **noted** receipt of a denial from CHU for the claim lodged with respect to the Administrators costs (approx.. $200,000), noting that cover is not provided under the policy for these costs. Given this denial, the Committee **agreed** that any Professional Indemnity Claim against any external party would need to be considered by the Owners Corporation at a General Meeting.

4.8. The Committee **noted** receipt of complaints from a Level 16 occupant regarding the lack of Level 16 units being included on the new North and South tower signage. The Committee **agreed** to have a matching plaque made up for below the new signs identifying the location of the Level 16 units.

5. Next Meeting

5.1. Next Meeting – Wednesday 12 July 2023 at 5pm via Zoom.

Meeting Closed: 6:30 p.m.

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 12 July 2023.

PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Jonathan Nest, Annie Gregg, Tracey Blunt, Gary Webb , David Bibo
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady & Radhika Sabharwal
APOLOGIES: Peter Hopner

1. Previous Minutes

1.1. The Committee **approved** the minutes of the meeting held 15 June 2023.

2. Sub-Committees

2.1. **Defects & Cladding Working Group**

2.1.1. **Defects**

2.1.1.1. The Committee **noted** that that a determination form the ACT Civil and Administrative Tribunal on the defects matter is expected to be received some time in August.

2.1.2. **Cladding**

2.1.2.1. The Committee **noted** that the Project Control Group (PCG) meeting confirmed that the costs for the cladding replacement project on the façade are not anticipated to run above the projected costs done several months ago, meaning the project will be delivered on-budget.

2.1.2.2. The Committee **noted** that the project is running a little longer than expected, with areas yet to be completed identified via visual inspection of the building, along with a tracking list from Project Coordination. Regardless, the site footprint will begin to reduce in the coming weeks as the project nears practical completion.

2.1.2.3. The Committee **noted** that the report from Warrington Fire recommending replacement of the cladding to the basement storage cages has been received, with quotes sought for cladding replacement from 3 companies, with two quotes being received, one from Project Coordination and one from Canberra Building Services. Project Coordination have completed a prototype cage and Canberra Building Services will be engaged to complete another to allow a fair comparison of works following which a recommendation will be able to be made to the Owners Corporation.

2.1.2.4. The Committee **noted** that the solar panels identified on the roof as being damaged have been tested by SolarHub, who have identified hail damage to the tested panels. An insurance claim will be lodged in due course.

2.1.2.5. The Committee **noted** that there is an ongoing dispute between Unit 1603's owner and Project Coordination regarding loss of plant life on the balcony, allegedly caused by lack of access whilst the swinging stage was in place. Project Coordination are presently seeking advice from a horticulturalist to form a detailed response.

2.1.2.6. The Committee **noted** that a piece of glazing on the skylight on Level 3 has been smashed during the cladding works, with

PCA arranging repairs. Once this is complete the light wells from the lobby areas will be cleaned.

2.2. **FM Working Group**

2.2.1. The Committee **approved** the minutes of the meeting dated 5 July 2023.

2.2.1.1. The Committee **noted** that downlights are going missing from the foyer and **agreed** to purchase 100 spares as replacements long-term.

2.2.1.2. The Committee **noted** receipt of a report from Grady Strata regarding various façade leaks, some of which will not be covered by the defects legal action. The Committee **agreed** for the FM Working Group to devise a path forward on these leaks.

2.2.1.3. The Committee **noted** that there have been some security incidents around the building, which are being closely monitored and further action will be taken where necessary. Grady Strata will draft a reminder for residents in relation to this issue for placement outside the lifts.

2.2.1.4. The Committee **noted** that emptying of the pool is still intended to occur in late July 2023 once PCA's equipment has been removed from the pool area.

2.2.1.5. The Committee **noted** that a number of quotes have been received following O'Neil and Brown Fire's inspection of the property. These quotes are being reviewed in detail, as some of the quoted items are potentially not defective and they have been wrongly categorized. Once this is resolved further quotes will be sought.

2.2.1.6. The Committee **agreed** to follow up with Wise Choice for the requested updates to the Sinking Fund Plan.

2.3. **Communications Working Group**

2.3.1. The Committee **noted** that Annie Gregg attended a meeting with the Multicultural Festival organizers, which was also attended by Highgate representatives. The meeting was positive and collaborative, with the organizers agreeing that further consultation was likely necessary with the nearby unit complexes around Glebe Park where the event was held. The Committee **noted** that a sound engineer will be engaged by the festival organizers for next year to ensure sound impacts on nearby buildings are reduced. The Committee **agreed** to advise owners of any recent updates at the 2023 AGM.

2.3.2. The Committee **considered** an offer from Technogym for a 2-month free trial of the Technogym app to address concerns with how to use the equipment. The Committee **agreed** that this would have little value for casual users of the gym and that the existing small signage on the equipment was sufficient to understand how to use it.

2.3.3. The Committee **agreed** to seek a mock-up and quotes for complete overhaul of the gym signage, which currently presents in various differing designs due to the signage being added over time. The thrust of the messaging will remain the same, but in a matching format that draws more attention.

2.4. Forward Planning

2.4.1. Key Milestones

2.4.1.1. AGM early September 2023.

2.4.2. The Committee **noted** advice from the Treasurer on potentially splitting the budget in to 4 differing categories of Admin Fund, Sinking Fund, Basement Cladding and Balcony Repairs. This will be reviewed by the Committee once the updated Sinking Fund Plan is

received. The Committee **noted** that the decision of ACAT and the actions of the builder will impact on the path forward.

3. Administrative Matters

3.1. The Committee **noted** that aged arrears have been considerably reduced following collection action by Collection Corporation Australia, however there is approximately $150,000 outstanding at 120 days that is still being pursued.

3.2. The Committee **noted** that the budget and AGM pack will be drafted over the coming weeks for EC consideration.

3.3. The Committee **noted** that MinterEllison's review of the Rules has significantly progressed, with a copy of the draft updated Rules anticipated to be received in the coming days. This will be sent to EC members once received and an out-of-session meeting called to discuss if necessary.

3.4. The Committee **noted** that Grady Strata have drafted updated Modifications & Additions Application Forms and Fire Rated Door Lock Modification Forms. The Committee **agreed** to implement the Fire Rated Door Lock application form and **agreed** to review Rules regarding window furnishing backing colors before finalizing the Modification Application Form. The Committee **agreed** that the Modification Application Form requires an index to ensure people can be linked immediately to the page they require for their type of application.

3.5. The Committee **agreed** a quote from O'Neil and Brown Electrical for a report following data logging of the existing power draw of the site and the maximum power draw available in existing infrastructure. The Committee **noted** that this is envisaged to be a four-step process as follows:

3.5.1. Initial power draw and existing infrastructure assessment.

3.5.2. Risk assessment of site for potential fire risks.

3.5.3. Investigation of demand for electric infrastructure (EV chargers, hot water systems, etc.).

3.5.4. Investigation and quotes of potential systems based on demand, including consideration of Government policy, rebates and technological development.

3.6. The Committee **approved** an application for Unit 318 for flooring installation, with the application anticipated to achieve a AAAC 5-star rating at a minimum.

3.7. The Committee **declined** an application from Unit 1521 for the installation of a modified lock to their front door, citing that the form was incomplete and did not provide the relevant testing outcome reports.

3.8. The Committee **noted** that letters from MinterEllison regarding the defects matter and Project Coordination Australia regarding cladding status have been provided to the insurers for review.

3.9. The Committee **noted** that the insurers have undertaken a risk assessment of site and requested a thermal scan of the switchboards. The Committee **agreed** to have this work undertaken for supply to the insurers.

3.10. The Committee were introduced to Radhika Sabharwal, who will be replacing Julie Edgerton following her departure from Grady Strata.

4. Next Meeting

4.1. Next Meeting – Wednesday 9 August 2023 at 5pm.

Meeting Closed: 6:28 p.m.

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 9 August 2023 at 5:00pm.

PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Annie Gregg, Tracey Blunt, Gary Webb , Peter Hopner
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady
APOLOGIES: Jonathan Nest, David Bibo, Radhika Sabharwal

1. Previous Minutes

1.1. The Committee **approved** the minutes of the meeting held 12 July 2023.

2. Sub-Committees

2.1. Defects & Cladding Working Group

2.1.1. Defects

2.1.1.1. The Committee **noted** that that a determination form the ACT Civil and Administrative Tribunal on the defects matter is expected to be received some time in August.

2.1.1.2. The Committee **noted** that fire defects identified in the AED reports are still being pursued via the Construction Occupations Registrar, with an outcome on the request for a Notice of Intention expected shortly.

2.1.2. Cladding

2.1.2.1. The Committee **noted** that the cladding project is presently expected to be completed by 28 September 2023, with the process being driven hard by the Defects Working Group and Dowse Projects, however delivery is later than initially expected.

2.1.2.2. The Committee **noted** that a walkaround of the building has occurred via Dowse to identify any incomplete areas of works that were within the original scope, with a further inspection to occur later in August by the Project Control Group and Grady Strata in order to ensure no areas have been missed during this inspection.

2.1.2.3. The Committee **noted** that sufficient funds are being withheld from PCA to seek completion of the project ASAP.

2.1.2.4. The Committee **noted** that PCA have been directed to remove graffiti from the building as soon as possible and **agreed** that the presence of graffiti is extremely disappointing. PCA will be pursued to ensure all graffiti is removed appropriately given the lack of site security that lead to this issue occuring.

2.1.2.5. The Committee **noted** that a brief tender assessment has been provided in the Draft Annual General Meeting Notice relating to the storage cage cladding replacement, however the Committee requested that further detail is included to ensure owners are sufficiently advised in order to ensure appropriate consideration. Canberra Building Services will be recommended as the preferred tenderer at this point.

2.2. FM Working Group

2.2.1. The Committee **noted** the minutes of the meeting dated 2 August 2023.

2.2.1.1. The Committee **noted** that a quote of $120,000 has been received for replacement of the decking near the pool, however

the works required in this area are presently being assessed by Sellick Consultants as part of the larger pool structural review.

2.2.1.2. The Committee **noted** that the Sellick report will include details of potential handrail installations and their appropriateness for installation in the pool, including earthing of the pool handrail that will be required for safety purposes.

2.2.1.3. The Committee **noted** that the Sinking Fund Plan has been reviewed by the FM Working Group, however the Committee has not been provided with the original plan vs. proposed updates to allow consideration of the movements recommended in the report by the FM Working Group. The Committee **agreed** to direct Grady Strata to provide the original draft Sinking Fund Plan by Wise Choice ASAP. The Committee **noted** that J Nest has spent considerable time working on the draft Sinking Fund Plan update, so his input will be important to consider for any changes recommended.

2.2.1.4. The Committee **approved** a quote from Class Locksmiths for the re-keying of the Level 16 Fire Doors to resolve issues with access to the level by occupants, as this was poorly keyed originally.

2.3. **Communications Working Group**

2.3.1. The Committee **noted** that the gym signage update has been delayed slightly due to staffing restrictions with the contractors, however these issues have now been resolved and initial designs should be received shortly. The Committee **noted** that users of the gym are not appropriately wiping down equipment (a perennial issue in most gyms) and **agreed** to ensure appropriate signage is considered at key entry points as part of the redesign.

2.3.2. The Committee **noted** that the City EC Group met on 8 August 2023, with Manhattan represented by Annie Gregg. This meeting was focused on Electric Vehicle Charging considerations and challenges, including:

a) Equity issues.
b) Load capacities.
c) Lack of safety knowledge.
d) Fire concerns.
e) Lack of technological solutions for high-rise buildings.
f) Metering.
g) Restrictions in built form.
h) Lack of external guidance on restrictions within high-rise buildings.
i) Insurance concerns.

The matter will be pursued through Government Forums to ensure the high-rise apartment market is well-considered in transitional phases away from fossil fuels.

2.4. **Forward Planning**

2.4.1. Key Milestones

2.4.1.1. AGM mid-September 2023.

2.4.2. The Committee **noted** the receipt of the draft budget for the administrative fund, which proposes no increase to the Admin Fund over the prior year. The Committee **noted** that Sinking Fund contributions will likely need to increase. The separate fund for balconies and façade temp repairs will be removed and amalgamated in to the general Admin Fund or Sinking Fund.

2.4.3. The Committee **agreed** to reduce the 'Admin—Legal' budget figure down from $100,000 to $20,000.

2.4.4. The Committee **agreed** that the Rules as re-drafted by MinterEllison will not be able to be presented to the AGM in 2023, owing to the lateness of receipt and the need to draft several policies for owners to consider. Furthermore, sending out the draft Rules so close to the AGM likely will not provide enough time for owners to consider these Rules for approval.

3. Administrative Matters

3.1. The Committee **noted** that aged arrears have been considerably reduced following collection action by Collection Corporation Australia, however there is approximately $125,000 outstanding at 120 days that is still being pursued via collection action.

3.2. The Committee **agreed** to the draft Modification Application Form, which is now available to owners. This updated form includes an allowance for grandfathering of existing colors for external facing blinds (the external face), however future applications will only be permitted if the color is neutral.

3.3. The Committee **approved** an application from Lot 2 to install a fire rated door lock, with the owner providing all requested relevant documentation.

3.4. The Committee **noted** that the electrical capacity works are underway, which relate both to EV charging and long-term gas to electric hot water system changeovers.

3.5. The Committee **approved** an application for hard flooring installation in Unit 1017, which is proposed to meet a 5-star AAAC standard.

3.6. The Committee **noted** that insurance renewal terms will be received shortly, with the insurer having undertaken a risk assessment prior to consideration of renewal. These terms will be considered out-of-session.

3.7. The Committee **approved** the form of the AGM Package, subject to final email review. The meeting will be pushed back if the timeline currently cannot be met due to significant works being undertaken in relation so the Sinking Fund Plan, but will be held in September.

4. Next Meeting

4.1. Next Meeting – Wednesday 13 September 2023 at 5pm.

Meeting Closed: 7.10p.m.

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 13 September 2023 at 5:00pm.

PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Gary Webb, Peter Hopner, Jonathan Nest, David Bibo
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Radhika Sabharwal
APOLOGIES: Annie Gregg, Tracey Blunt

1. Previous Minutes

1.1. The Committee **approved** the minutes of the meeting held 09 August 2023.

2. Sub-Committees

2.1. Defects & Cladding Working Group

2.1.1. Defects

2.1.1.1. The Committee **noted** that it is still awaiting a decision from the ACT Civil and Administrative Tribunal on the substantive building defects matter against the builder that was recently heard in the Tribunal. Unfortunately this has taken longer than expected, but outcomes will be advised to owners once they are known.

2.1.1.2. The Committee **noted** that a Notice of Intention to issue a Rectiifcation Order has been issued to Mr Andrew Jolley with respect to alleged fire defects within the property. The Committee **noted** that the Registrar's Office has advised they are not receiving advice from the ACT Government Solicitors Office with respect to this matter, which is of concern to the Committee given the substantive legal arguments put forward by Mr Jolley in response to the Notice of Intention. The Committee **agreed** to arrange a meeting with relevant Ministers and **approved** a cost of $5000 for MinterEllison to respond to the arguments put forward. The Committee **noted** that cost limits will be applied to this matter given the commercial considerations owing to this matter.

2.1.2. Cladding

2.1.2.1. The Committee **noted** that the cladding project is presently expected to be completed in the next couple of weeks, with Dowse and the EC Control Group pushing PCA hard to complete their works as soon as possible.

2.1.2.2. The Committee **noted** that the storage cage cladding matter is on the agenda for the upcoming AGM.

2.1.2.3. The Committee **noted** a request from the owner of Unit 1612 to compensate them for loss of rent due to the tenant breaking the lease due to the cladding works. The Committee **declined** the request, **noting** that the tenant has contributed to the delays in completion of works in their unit due to a lack of provision of access, resulted in interrupted and delayed work schedules.

2.2. FM Working Group

2.2.1. The Committee **noted** the minutes of the meeting dated 6 September 2023.

2.2.2. The Committee **noted** that a review of the roof and any latent defects will need to occur once the works are complete by PCA and

scaffolding removed. This will ensure an appropriate Scope of Works is drafted for tendering purposes. A quote from Sutton Roofing has been procured for short-term cost indication purposes.

2.2.3. The Committee **approved** quotes for Innov8 Paint & Design and Soudens Flooring to rectify damage in Unit 1002 due to façade leaks that have now been repaired.

2.2.4. The Committee **approved** costs for Unit 524 to replace their carpet following leaks from the façade. The Committee **noted** that the approval only extends to one replacement, with the owner taking on the risk of future leaks and damage to the unit once the carpet is replaced, as the leaks from this area of the façade are included I the defects legal action.

2.3. **Communications Working Group**

2.3.1. The Committee **noted** that the gym signage update has not yet been drafted and quoted, with Grady Strata following up wit the contractor.

2.4. **Forward Planning**

2.4.1. Key Milestones

2.4.1.1. AGM mid-September 2023.

2.4.2. The Committee **noted** the receipt of the updated Sinking Fund Plan and **agreed** to its distribution. The Committee **thanked** the FM Working Group for their detailed review of the plan.

2.4.3. The Committee **agreed** to the first draft of the Annual General Meeting Package, subject to further revision by Grady Strata to finalize the package to include items discussed at this meeting.

2.4.4. The Committee **noted** concerns with the Professional Indemnity Claim proposed on the AGM agenda, given that costs to pursue this matter could balloon outward if pursuing the claim to its fullest degree, however **agreed** to keep the matter on the agenda as requested by individual owners.

2.4.5. The Committee **agreed** to hold the meeting at 224 Bunda St and via Zoom.

2.4.6. The Committee **considered** two applications for changes to front door locks at the property. The Committee **noted** concerns with the continually varied types of locks proposed around the property and **agreed** to have owners consider this matter at the AGM.

2.4.7. The Committee **agreed** to have a pre-AGM meeting on 3 October 2023 for 30 minutes to discuss any arising matters before the AGM.

3. Administrative Matters

3.1. The Committee **noted** that aged arrears have been considerably reduced following collection action by Collection Corporation Australia, with this action ongoing for some units who have still not paid off their outstanding balance.

3.2. The Committee **approved** an application for hard flooring installation in Unit 1014, which is proposed to meet a 5-star AAAC standard, subject to out-of-session distribution of the documents provided by the owner.

3.3. The Committee **approved** the out-of-session decision to renew the buildings insurance policies through Arthur J Gallaghers recommendation of CHU and ARX/Mitsui.

3.4. The Committee **noted** that there are two outstanding matters from the insurers risk recommendations that are currently in hand and will be addressed before the deadline.

3.5. The Committee **approved** the form of the AGM Package, subject to final email review. The meeting will be pushed back if the timeline currently

cannot be met due to significant works being undertaken in relation so the Sinking Fund Plan, but will be held in September.

4. Next Meeting

4.1. Next Meeting – Wednesday 13 September 2023 at 5pm.

Meeting Closed: 7.10p.m.

ANNUAL GENERAL MEETING
NOTIFICATION OF REDUCED QUORUM DECISIONS
'MANHATTAN ON THE PARK'
UNITS PLAN 3941
240 BUNDA STREET, CANBERRA, ACT, 2601

Held at Two24 Conferencing & via Zoom on the 4th of October 2023 at 6:00pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units: 305, 307, 316, 321, 408, 422, 510, 517, 519, 622, 705, 720, 722, 815, 816, 817, 821, 905, 906, 916, 919, 920, 1008, 1107, 1122, 1207, 1211, 1217, 1222, 1318, 1319, 1320, 1411, 1414, 1417, 1422, 1502, 1513, 1517, 1518, 1519, 1522, 1608, 1609, 1610.

In attendance: Michael Grady, Radhika Sabharwal & Mark Terracini – Grady Strata & Facilities

Proxies: Representatives for Units: 1305, 328, 906, 1217

Absentee Voting Forms: Units: 1105, 283, 306, 319, 1101, 1307, 1505, 1512, 1517, 1614

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members of the Owners Corporation to the meeting.

Ms Tracey Blunt assumed the position of Chair as the current Chair of the Executive Committee.

The managing agent provided an overview of the operational requirements of the meeting owing to the electronic methods adopted, noting particularly that voting would be undertaken via Zoom, with additional votes to be provided via the chat function where representatives own multiple units or hold additional proxies.

The managing agent advised that a quorum had not been achieved and therefore the meeting would re-commence at 6:30pm.

Motion 1: Minutes of last General Meeting 15 August 2022 (Ordinary Resolution)

Motion 1: *"That the minutes of the AGM held on the 21st of October 2022 be confirmed as an accurate record of that meeting, subject to the following amendments:*

- *Correct typo on Page 7 to correct 'UT33/2022' to 'UT3/2022'*
- *Include disclosure of commission paid to the insurance broker for brokering of insurance policies as disclosed by the Strata Manager."*

The meeting noted that an email had been received from an owner, identifying two potential changes to the minutes as outlined in amended Motion 1, correcting one typo and disclosing commissions paid to the insurance broker.

Motion Carried

Motion 2: Financial Statements (Ordinary Resolution) 2021/2022

Motion 2: *"That the Owners - UP 3941 RESOLVE to accept the audited financial statements for the period ending 31 July 2023 as presented."*

Motion Carried

Motion 3: Appointment of Auditor 2023/24 (Ordinary Resolution)

Motion 3: *"That the Owners – UP 3941 RESOLVE by Ordinary Resolution to appoint Hardwickes Accounting for the audit of the financial records for the next financial period."*

Motion Carried

Motion 4: Sinking Fund Plan Amendment (Ordinary Resolution)

Motion 4: *"That the Owners – Units Plan 3941 RESOLVE to adopt the updated Sinking Fund plan from Wise Choice Project Support as provided with the 2023 Annual General Meeting Package."*

The meeting noted that the Owners Corporations previous Sinking Fund Plan required review under legislation, therefore the Executive Committee sought 4 quotes for provision of a new plan based on a fresh site inspection and consultation on last-replacement dates of assets with the Facilities Working Group. Wise Choice were selected for this work, undertook a site inspection with Grady Strata, produced a first draft plan and assisted with several rounds of review and amendment with the Facilities Working Group before the final plan was produced for consideration by the Owners Corporation.

Motion Carried

Motion 5: 1 Nov 2021 to 31 Oct 2022 Administrative Fund Budget & Levy (Ordinary Resolution)

Motion 5: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt an administrative expenditure budget of $1,533,017 for the period of 1 August 2023 to 31 July 2024 and that a contribution be determined to the Administrative Fund of $1,464,175.60 (plus GST) to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 4 November 2023, 1 January 2024, 1 April 2024 and 1 July 2024."*

The meeting requested that a comparative analysis is undertake of the levies at Manhattan on the Park to other complexes with similar facilities.

Motion Carried

Motion 6: Sinking Fund Levy 1 Nov 2021 to 31 Oct 2022 (Ordinary Resolution)

Motion 6: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt a Sinking Fund expenditure budget of $1,209,329 for the period of 1 August 2023 to 31 July 2024 and that a contribution be determined to the Sinking Fund of $645,796 (plus GST), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 4 November 2023, 1 January 2024, 1 April 2024 and 1 July 2024."*

Motion Carried

Motion 7: Insurance (Ordinary Resolution)

Motion 7 *"That the Owners – Units Plan 3941 note the currency and extent of coverage provided for Units Plan 3941 in accordance with the attached Certificate of Currency provided by CHU Insurance for the period 28 August 2023 – 28 February 2024 and agree for the policy/s to be adjusted on renewal in consultation with the Executive Committee for the following renewal period."*

Motion Carried

Motion 8: Appointment of Management Agent

Motion 8: *"That the Owners – Units Plan 3941 RESOLVE to enter into a written management agreement for strata management services appointing Grady Strata & Facilities as follows:*

- ***a.*** *Grady Strata ("Agent") be appointed as strata managing agent of Units Plan 3941 for a period of (3) years commencing 1 October 2023.*
- ***b.*** *The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and any delegations contained therein.*
- ***c.*** *The delegation is subject to the conditions and limitations set out in the Agreement; and*
- ***d.*** *The Owners Corporation authorize the Executive Committee to negotiate and execute the Agreement.*
- ***e.*** *Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by Owners as determined at this meeting".*

The meeting noted that the contract with Grady Strata & Facilities is expiring in January 2024, however as the date of the Annual General Meeting has now moved, the contract will expire before the next AGM. As such, the Committee considered recommendation of renewal of Grady Strata appropriate given their performance over the last 1.8 years.

The meeting requested confirmation by the Managing Agent that any fee increase would not apply until the date of any increase under the existing contract. The managing agent confirmed that the contract, including fee structures and costs, would remain the same as existing including escalation clauses and timing of same.

Motion Carried

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS

The meeting noted that the following delegations exist:

1) In contract between the Managing Agent and the Owners Corporation.
2) In legislation between the Executive Committee and the Owners Corporation.
3) Between the Executive Committee and various Sub-Committee's which are formed each year and detailed in the minutes of the first EC meeting.

MAINTENANCE ISSUES & CONTRACTS

The meeting noted that Grady Strata keeps a register of all contracts held by the Owners Corporation and a copy is available upon request. During the year the contract for servicing of fire maintenance assets was changed to O'Neill and Brown Fire, the contract with KONE elevators renewed, however no other changes had occurred.

MAINTENANCE PLAN

Motion 9: Adoption of Maintenance Plan (Ordinary Resolution)

Motion 9: *"That the Owners – Units Plan 3941 RESOLVE to adopt the maintenance plan by Wise Choice provided alongside the Sinking Fund Plan at the 2023 Annual General Meeting."*

Motion Carried

STRUCTURAL DEFECTS

The meeting noted that a decision has not yet been rendered by the ACT Civil and Administrative Tribunal with respect to the Rectification Order appeal of 'Jolley v Construction Occupations Registrar & Units Plan 3941'. The Executive Committee noted that there is an intention to hold a General Meeting to discuss the outcomes of the ACAT hearing once a decision is to hand and has been appropriately considered.

FIRE SAFETY REVIEW

The meeting noted that the buildings fire equipment is presently serviced in accordance with the relevant Australian Standards by O'Neill and Brown Fire. The meeting further noted that the flammable cladding affixed to the property is presently being replaced under the contract with Project Coordination Australia, with works presently expected to be completed by end of October 2023.

Motion 10: Storage Cage Cladding Contract (Ordinary Resolution)

Motion 10: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to engage Canberra Building Services as the head builder of the Manhattan on the Park Storage Cage Cladding Replacement at a cost of $746,141.00 (inc. GST), in accordance with the terms of a contract to be negotiated with the Executive Committee. For the avoidance of doubt the Executive Committee are duly authorized to enter into a contract with Canberra Building Service as necessary to complete the cladding replacement works as outlined in the Canberra Building Service Quote dated 16 March 2023."*

The meeting noted that during the February 2023 insurance renewal period, the insurers raised concerns regarding the cladding affixed to the basement storage cages and its potential flammability. In order to satisfy the insurers concerns, advice on the cladding risk in this location and a recommendation on a pathway from Warrington Fire was sought, ultimately resulting in a recommendation to replace the cladding. As such, the Executive Committee sought quotes from 4 companies, with two tenders submitted for the replacement of the storage cage cladding, with Canberra Building Services recommended for the reasons set out in the meeting papers.

Motion Carried

Motion 11 & 11.1: Election of Executive Committee (Ordinary Resolution)

Motion 11: *"That the Owners Corporation agree to create 7 Executive Committee positions."*

Motion Carried

Motion 11.1: *"That Owners Corporation agree to appoint Tracey Blunt, Annie Gregg, Sebastian James Glynne, Jeanette Adams and Peter Wilkinson to stand as Executive Committee Members until the next Annual General Meeting."*

The meeting noted that 7 Executive Committee positions have been created, however only 5 nominees have been elected. As a result, there are two casual vacancies on the Executive Committee which may be filled as casual vacancies by the incoming Executive Committee if deemed necessary.

Motion Carried

Motion 12: Parcel Locker Installation (Ordinary Resolution)

Motion 12a: *"That the Owners Corporation RESOLVE to accept the proposal from Ground floor for the installation of Parcel Lockers at 240 Bunda Street as provided with the 2023 Annual General Meeting Package. Further, the Owners Corporation agree to:*

a. *Expenditure of $35.900 + GST for establishment and installation.*
b. *Expenditure of $652 + GST per month for ongoing monthly servicing and support*

Accordingly, the Owner Corporation RESOLVE to determine a contribution to the Administrative Fund of $43,724 +GST, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 16 October 2023, 1 January 2024, 1 April 2024 and 1 July 2024."

Motion Failed

NEW Motion 12b: *"That the Owners Corporation RESOLVES to direct the incoming EC to consider by-laws and the existing delivery arrangements, existing free parcel delivery systems and explore locker systems."*

Motion Carried

The meeting noted concerns regarding parcel delivery to the property, however agreed that the matter requires further detailed investigation and consideration on the following minimum points before costs are considered further:

1) Who would the primary users be of such a service, owners or tenants?
2) What existing services are available nearby?
3) What free services are available at the property (such as AusPost), if any?
4) What are the potential security implications of having the parcels stored in the lockers and where would they best be located?
5) What is the most appropriate parcel locker installation company both in terms of usability, features, cost, aesthetics, etc.?
6) Will couriers regularly utilize the system and what other potential ancillary costs exist in maintaining the lockers?

Motion 13: Pool Handrail Installation (Ordinary Resolution)

Motion 13: *"That the Owners Corporation RESOLVE to agree to proceed with the installation of a pool handrail at a maximum cost of $3,500 to be funded via contingency funds in the Sinking Fund."*

Motion Carried

Motion 14: Professional Indemnity Claim – Administrative Costs (Ordinary Resolution)

Motion 14: *"That the Owners - UP 3941 RESOLVES, for the avoidance of any doubts and to ensure that any issue said to arise under or in connection with section 2.5 Schedule 2 of the Unit Titles Management Act 2011 (ACT) is appropriately addressed, that the owners corporation authorize, approve and ratify the seeking of advice and services from MinterEllison Lawyers as well as the taking of legal action against Canberra Strata (formerly Raine & Horne Strata) (and such other parties as may be necessary)* ***(Legal Action)****, or their insurers, in relation to costs incurred due to the appointment of an Administrator to the property up to a limited expenditure of $20,000. Furthermore, the Owners Corporation provide full authority to the Executive Committee to resolve, and take any steps in connection with, the Legal Action on behalf of the owner's corporation. Such authorised steps include the entry into and execution of any document to settle the Legal Action and the resolution of any disputes regarding the appointment of an Administrator."*

The meeting noted that whilst costs may be limited to $20,000 for an initial investigation, letter and potential lodgment of a claim, it is possible for costs to continue climbing if the prior Managing Agent disputes the matter, or their insurer disputes the matter on their behalf, therefore reducing the potential cost/benefit of exploring such a matter.

Motion Failed

Motion 15a & 15b: Smart Lock Installations (Ordinary Resolution)

Motion 15a: *"That the Owners Corporation RESOLVE to permit the installation of <u>non-matching</u> fire-rated door locks at Manhattan on the Park."*

Motion Failed

Motion 15b: *"That the Owners Corporation RESOLVE to direct the Executive Committee to determine a standardized suite of fire rated doors locks to ensure consistent aesthetic across each locking mechanism on each door. One lock of each type will be approved (dead-latch, smart lock, normal key lock).*

Motion Carried

The meeting noted requests that the door be left open to making changes as necessary to the smart lock installation policy should better technology become available. The managing agent advised that since the motion created a direction rather than a specific Rule including make and model numbers of the locks could vary over long periods of time, as long as the intent of the motion was retained.

Motion 16: Fire Safety Defects (Ordinary Resolution)

Motion 16: *"That the Owners Corporation RESOLVE, considering the cost implications, not to engage legal representative in any arising legal dispute process for the fire safety defects as listed in the Notice of Intention to issue a Rectification Order issued to the Nominee Builder of Manhattan on the Park dated 8 August 2023."*

The meeting noted that the Executive Committee has worked with MinterEllison and the Construction Occupations Registrar to seek to have a Rectification Order issued with respect to Fire Safety Defects at Manhattan on the Park. As a result, a Notice of Intention to issue a Rectification Order has been issued to the Nominee, however the Nominee has put forth arguments as to why a Rectification Order should not be issued in this case.

The Executive Committee noted to the meeting that hundreds of thousands of dollars has been spent on the substantive defects matter, which made commercial sense when assessed on a cost/benefit analysis, however the same level of investment for a much less costly defect did not appear on the surface to make commercial sense. The Executive Committee further explained that whilst the Owners Corporation may not be legally represented with respect to the Fire Safety Defects matter, it is still intended that the Registrar will be asked to continue to take action on this matter.

Motion Carried

Meeting closed at 8:46pm

ANNUAL GENERAL MEETING
NOTIFICATION OF REDUCED QUORUM DECISIONS
'MANHATTAN ON THE PARK'
UNITS PLAN 3941
240 BUNDA STREET, CANBERRA, ACT, 2601

Held at Two24 Conferencing & via Zoom on the 4th of October 2023 at 6:00pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units: 305, 307, 316, 321, 408, 422, 510, 517, 519, 622, 705, 720, 722, 815, 816, 817, 821, 905, 906, 916, 919, 920, 1008, 1107, 1122, 1207, 1211, 1217, 1222, 1318, 1319, 1320, 1411, 1414, 1417, 1422, 1502, 1513, 1517, 1518, 1519, 1522, 1608, 1609, 1610.

In attendance: Michael Grady, Radhika Sabharwal & Mark Terracini – Grady Strata & Facilities

Proxies: Representatives for Units: 1305, 328, 906, 1217

Absentee Voting Forms: Units: 1105, 283, 306, 319, 1101, 1307, 1505, 1512, 1517, 1614

Motion 1: Minutes of last General Meeting 15 August 2022 (Ordinary Resolution)

Motion 1: *"That the minutes of the AGM held on the 21st of October 2022 be confirmed as an accurate record of that meeting, subject to the following amendments:*

- *Correct typo on Page 7 to correct 'UT33/2022' to 'UT3/2022'*
- *Include disclosure of commission paid to the insurance broker for brokering of insurance policies as disclosed by the Strata Manager."*

Motion Carried

Motion 2: Financial Statements (Ordinary Resolution) 2021/2022

Motion 2: *"That the Owners - UP 3941 RESOLVE to accept the audited financial statements for the period ending 31 July 2023 as presented."*

Motion Carried

Motion 3: Appointment of Auditor 2023/24 (Ordinary Resolution)

Motion 3: *"That the Owners – UP 3941 RESOLVE by Ordinary Resolution to appoint Hardwickes Accounting for the audit of the financial records for the next financial period."*

Motion Carried

Motion 4: Sinking Fund Plan Amendment (Ordinary Resolution)

Motion 4: *"That the Owners – Units Plan 3941 RESOLVE to adopt the updated Sinking Fund plan from Wise Choice Project Support as provided with the 2023 Annual General Meeting Package."*

Motion Carried

Motion 5: 1 Nov 2021 to 31 Oct 2022 Administrative Fund Budget & Levy (Ordinary Resolution)

Motion 5: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt an administrative expenditure budget of $1,533,017 for the period of 1 August 2023 to 31 July 2024 and that a contribution be determined to the Administrative Fund of $1,464,175.60 (plus GST) to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 4 November 2023, 1 January 2024, 1 April 2024 and 1 July 2024."*

Motion Carried

Motion 6: Sinking Fund Levy 1 Nov 2021 to 31 Oct 2022 (Ordinary Resolution)

Motion 6: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt a Sinking Fund expenditure budget of $1,209,329 for the period of 1 August 2023 to 31 July 2024 and that a contribution be determined to the Sinking Fund of $645,796 (plus GST), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 4 November 2023, 1 January 2024, 1 April 2024 and 1 July 2024."*

Motion Carried

Motion 7: Insurance (Ordinary Resolution)

Motion 7 *"That the Owners – Units Plan 3941 note the currency and extent of coverage provided for Units Plan 3941 in accordance with the attached Certificate of Currency provided by CHU Insurance for the period 28 August 2023 – 28 February 2024 and agree for the policy/s to be adjusted on renewal in consultation with the Executive Committee for the following renewal period."*

Motion Carried

Motion 8: Appointment of Management Agent

Motion 8: *"That the Owners – Units Plan 3941 RESOLVE to enter into a written management agreement for strata management services appointing Grady Strata & Facilities as follows:*

- ***a.*** *Grady Strata ("Agent") be appointed as strata managing agent of Units Plan 3941 for a period of (3) years commencing 1 October 2023.*
- ***b.*** *The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and any delegations contained therein.*
- ***c.*** *The delegation is subject to the conditions and limitations set out in the Agreement; and*
- ***d.*** *The Owners Corporation authorize the Executive Committee to negotiate and execute the Agreement.*
- ***e.*** *Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by Owners as determined at this meeting".*

Motion Carried

Motion 9: Adoption of Maintenance Plan (Ordinary Resolution)

Motion 9: *"That the Owners – Units Plan 3941 RESOLVE to adopt the maintenance plan by Wise Choice provided alongside the Sinking Fund Plan at the 2023 Annual General Meeting."*

Motion Carried

Motion 10: Storage Cage Cladding Contract (Ordinary Resolution)

Motion 10: *"That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to engage Canberra Building Services as the head builder of the Manhattan on the Park Storage Cage Cladding Replacement at a cost of $746,141.00 (inc. GST), in accordance with the terms of a contract to be negotiated with the Executive Committee. For the avoidance of doubt the Executive Committee are duly authorized to enter into a contract with Canberra Building Service as necessary to complete the cladding replacement works as outlined in the Canberra Building Service Quote dated 16 March 2023."*

Motion Carried

Motion 11 & 11.1: Election of Executive Committee (Ordinary Resolution)

Motion 11: *"That the Owners Corporation agree to create 7 Executive Committee positions."*

Motion Carried

Motion 11.1: *"That Owners Corporation agree to appoint Tracey Blunt, Annie Gregg, Sebastian James Glynne, Jeanette Adams and Peter Wilkinson to stand as Executive Committee Members until the next Annual General Meeting."*

Motion Carried

Motion 12: Parcel Locker Installation (Ordinary Resolution)

Motion 12a: *"That the Owners Corporation RESOLVE to accept the proposal from Ground floor for the installation of Parcel Lockers at 240 Bunda Street as provided with the 2023 Annual General Meeting Package. Further, the Owners Corporation agree to:*

- ***a.*** *Expenditure of $35.900 + GST for establishment and installation.*
- ***b.*** *Expenditure of $652 + GST per month for ongoing monthly servicing and support*

Accordingly, the Owner Corporation RESOLVE to determine a contribution to the Administrative Fund of $43,724 +GST, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 16 October 2023, 1 January 2024, 1 April 2024 and 1 July 2024."

Motion Failed

NEW Motion 12b: *"That the Owners Corporation RESOLVES to direct the incoming EC to consider by-laws and the existing delivery arrangements, existing free parcel delivery systems and explore locker systems."*

Motion Carried

Motion 13: Pool Handrail Installation (Ordinary Resolution)

Motion 13: *"That the Owners Corporation RESOLVE to agree to proceed with the installation of a pool handrail at a maximum cost of $3,500 to be funded via contingency funds in the Sinking Fund."*

Motion Carried

Motion 14: Professional Indemnity Claim – Administrative Costs (Ordinary Resolution)

Motion 14: *"That the Owners - UP 3941 RESOLVES, for the avoidance of any doubts and to ensure that any issue said to arise under or in connection with section 2.5 Schedule 2 of the Unit Titles Management Act 2011 (ACT) is appropriately addressed, that the owners corporation authorize, approve and ratify the seeking of advice and services from MinterEllison Lawyers as well as the taking of legal action against Canberra Strata (formerly Raine & Horne Strata) (and such other parties as may be necessary)* ***(Legal Action)****, or their insurers, in relation to costs incurred due to the appointment of an Administrator to the property up to a limited expenditure of $20,000. Furthermore, the Owners Corporation provide full authority to the Executive Committee to resolve, and take any steps in connection with, the Legal Action on behalf of the owner's corporation. Such authorised steps include the entry into and execution of any document to settle the Legal Action and the resolution of any disputes regarding the appointment of an Administrator."*

Motion Failed

Motion 15a & 15b: Smart Lock Installations (Ordinary Resolution)

Motion 15a: *"That the Owners Corporation RESOLVE to permit the installation of non-matching fire-rated door locks at Manhattan on the Park."*

Motion Failed

Motion 15b: *"That the Owners Corporation RESOLVE to direct the Executive Committee to determine a standardized suite of fire rated doors locks to ensure consistent aesthetic across each locking mechanism on each door. One lock of each type will be approved (dead-latch, smart lock, normal key lock).*

Motion Carried

Motion 16: Fire Safety Defects (Ordinary Resolution)

Motion 16: *"That the Owners Corporation RESOLVE, considering the cost implications, not to engage legal representative in any arising legal dispute process for the fire safety defects as listed in the Notice of Intention to issue a Rectification Order issued to the Nominee Builder of Manhattan on the Park dated 8 August 2023."*

Motion Carried

Meeting closed at 8:46pm

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 3941

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 4 October 2023

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened**
The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

o **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

[*If there is insufficient space here, tick ✓ and attach details to the notice*]

Date of decision	Full text of reduced quorum decision
4 October 2023	Annual General Meeting Notice of Reduced Quorum Decisions Attached

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owners corporation.

THE OWNERS - UNITS PLAN NO. 3941 Common Seal

..... [5 *October 2023*]

† In this notice, ***UTMA*** means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's ***date of effect***) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Thursday 2 November 2023 at 5:00pm.

PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Annie Gregg, Tracey Blunt, Jamie Mahon, Peter Wilkinson
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Radhika Sabharwal
APOLOGIES:

1. CODE OF CONDUCT & APPOINTMENT OF OFFICE BEARERS

1.1. The Committee **acknowledged** and **accepted** the Code of Conduct for Executive Committee Members in the Unit Titles (Management) Act 2011.
1.2. The Committee **acknowledged** the Grady Strata EC Roles & Responsibilities Documentation.
1.3. The Committee **agreed** to review prior processes regarding Conflict of Interest and EC Charters to determine if any further EC conduct documents should be sighted and agreed by the EC.
1.4. The Committee **elected** Tracey Blunt as Chair.
1.5. The Committee **elected** Jeanette Adams as Treasurer.
1.6. The Committee **elected** Annie Gregg as Secretary.
1.7. The Committee **agreed** to assist new members to come up to speed with Executive Committee functions, with a view to transitioning roles over the longer term.
1.8. The Committee **noted** that the Annual General Meeting had created 7 Executive Committee Positions, with only 5 members appointed. The Executive Committee **agreed** that there were two casual vacancies that could be filled, however **agreed** that there will likely be a General Meeting held in very early 2024, at which point the Executive Committee will call for nominations to the Executive Committee and be better positioned to assess how demanding the workload is and provide better clarity to the Owners Corporation as to whether additional members will be required to meet these demands.

2. SUB-COMMITTEES

2.1. **Defects & Cladding Working Group**

2.1.1. **Defects**

2.1.1.1. The Committee **noted** that Gary Webb & David Bibo have both volunteered to assist with the ongoing defects matter and the façade cladding replacement works. The Committee **agreed** to appoint both Gary Webb and David Bibo to the Cladding & Defects Working Group, with appropriate insurance cover under the existing Owners Corporation insurance policy to be arranged. The Committee **further agreed** to appoint Jamie Mahon to the Defects & Cladding Working Group. Peter Wilkinson **agreed** to assist in Jamie's absence.

2.1.1.2. The Committee **noted** that an outcome has been notified in relation to the ongoing Rectification Order dispute between Andrew Jolley, the Construction Occupations Registrar and the Owners of Units Plan 3941. The Committee **agreed** to distribute this decision to owners, alongside an explanatory note of the orders and next steps in the matter. Furthermore, the Committee **agreed** to hold a General Meeting in January or February 2024, once the immediate next steps have been satisfied.

2.1.1.3. The Committee **noted** that the ACAT decision is likely a landmark decision in the ACT, which is likely to attract some media interest. The Committee and Grady Strata **agreed** that whilst ever the matter is afoot no further comments will be provided to the media.

2.1.2. **Cladding**

2.1.2.1. The Committee **noted** that the cladding project is presently expected to be completed by the end of November 2023. The Committee **noted** that with façade cladding works will soon be complete, meaning the forecourt parking spaces will be available to return to use of the buildings users. The Committee **noted** that the storage cage cladding workers may need to utilize these spaces during their works, however if this occurs residents will be advised.

2.1.2.2. The Committee **considered** a request for compensation by the Owners Corporation for the residents' loss of amenity to their unit whilst cladding replacement works were ongoing on their balcony and around their unit generally. The Committee **declined** this request on the basis that all residents have experienced disruption to similar extents, so any compensation would need to be provided equitably across each and every unit owner, which was not reasonable or warranted in the circumstances.

2.1.2.3. The Committee **considered** a request for compensation by the Owners Corporation for alleged plant loss due to lack of watering and/or sunlight during cladding replacement works in the unit and subsequent balcony repair whilst where the plants were placed inside the unit for a period of time to facilitate the balcony repairs. The Committee was furnished with timelines of works, both for cladding access scaffolding on the balcony and subsequent balcony repairs and reports from two separate horticulturalists (one sourced by PCA and the other by the Owner). On the basis of the information before it, the Committee **declined** to provide compensation for any alleged plant loss.

2.2. **FM Working Group**

2.2.1. The Committee **agreed** to appoint Peter Wilkinson and Jeanette Adams to the Facilities Working Group, with support by David Grady and Chris Blake from Grady's.

2.2.2. The Committee **agreed** to have the pool handrail installed.

2.2.3. The Committee **noted** that prices are being sourced for updated emergency evacuation plans to the property.

2.3. **Communications Working Group**

2.3.1. The Committee **agreed** to appoint Annie Gregg and Tracey Blunt to the Communications Working Group.

2.3.2. The Committee **noted** that a priority for the Communications Working Group will be to review the Rules & Policies to ensure these can be presented to the Owners Corporation for acceptance in due course.

2.3.3. The Committee **noted** that there is an upcoming meeting with the Multicultural Festival Organizers on 15 November, which will discuss various impacts the festival had on various Owners Corporations last year and seek to rectify those impacts.

2.3.4. The Committee **agreed** to check the original mock-up wording for the Pool A-Frame, as wording around Music and Vaping/Smoking is missing from the signage but may have been included in the original mock-up. A re-skin will be considered once this has been checked.

3. ADMINISTRATIVE MATTERS

3.1. The Committee **noted** and **agreed** the following with regard to the AGM Outcomes:

3.1.1. The door lock policy will be updated to include three lock types, being the original locking mechanism, an Omnia Schlage smart lock and one other lock to be determined once Australian supply of a lock similar in nature to a 'SwitchBot' lock is confirmed.

3.1.2. The Grady Strata contracts will be reviewed and signed once re-drafted by Grady Strata. The existing contract will continue until rescinded by the superseding contract.

3.1.3. The Committee **agreed** for Grady Strata to amend the prior GM minutes as approved by the AGM and upload to the Owners' Portal.

3.1.4. The Committee **agreed** for the Comms Working Group to investigate parcel locker options as described in the AGM motion and shelving options for the entry area.

3.2. The Committee **noted** receipt of ongoing complaints regarding smoking or vaping of substances occuring within the Unit 620 storage cage, which have been reported on a repeating basis after contact with the resident as drifting on to the Common Property. The Committee **agreed by resolution** to issue the Owner of Unit 620 with a Rule Infringement Notice for continued breaches of Rule 5.2 and 5.3 of the Owners Corporation Rules, as the contravention has been repeated and is likely to continue without such action being taken.

3.3. The Committee **provided thanks** to David Bibo and Gary Webb for their continued work to achieve a successful outcome with respect to the defects Rectification Order matter. The Committee **agreed** to purchase a hamper for each as a small token of appreciation.

3.4. The Committee **provided thanks** to Jonathon Nest on his considerable contributions as Treasurer and continued work on the Facilities Working Group over several years. The Committee **agreed** to purchase a hamper as a thank you for his commitment.

3.5. The Committee **agreed** to hold Christmas Drinks in the Park (in the Glebe Rotunda) on 5 December 2023.

3.6. The Committee **agreed** to run the Aus Harvest donation drive again this year.

3.7. The Committee **agreed** to future meeting dates on the 2nd Wednesday of each month.

3.8. The Committee **noted** concerns raised with horizontal noise transfer from use of the gym, particularly when weights are dropped. The Committee **agreed** to investigate.

3.9. The Committee **agreed** to undertake a Title Search to obtain with surety the current Registered Rules for Manhattan on the Park.

3.10. The Committee **noted** that Unit 1522 has installed floorboards in their unit, and whilst they had submitted an application form, this application had not yet been approved. The Committee **agreed** to follow up with the selling agent of the unit.

4. Next Meeting

4.1. Next Meeting – Wednesday 13 December 2023 at 5pm.

Meeting Closed: 7.30pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 13 December 2023 at 5:00pm.

PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Annie Gregg, Tracey Blunt, Jamie Mahon, Peter Wilkinson
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Radhika Sabharwal
APOLOGIES:

1. CHAIRS WELCOME & CONFLICTS OF INTEREST

1.1. The Executive Committee Chair welcomed members to the meeting.
1.2. The Committee **agreed** to execute the Conflict-of-Interest standard agreement for Manhattan on the Park, as has occurred in previous years. These forms will be sent to Grady Strata for filing.

2. SUB-COMMITTEES

2.1. **Defects & Cladding Working Group**

2.1.1. **Defects**

2.1.1.1. The Committee **noted** that the final Defects Rectification Order has been subject to ongoing submissions to ACAT from the Owners Corporation, Mr Jolley and the Construction Occupations Registrar, seeking various inclusions and exclusions within the final Rectification Order to be issued by ACAT. Once the final Rectification Order is issued, and the 28-day period for appeal has passed, a General Meeting will be called to discuss the next steps for the Owners Corporation with regard to the Rectification Order.

2.1.1.2. The General Meeting, currently anticipated to be held in February 2024, is intended to discuss three key items, being:

A) The Rectification Order and any next steps, including funding of any ongoing legal dispute if applicable.
B) An update on the façade re-cladding project, including all relevant financial outcomes vs. contract.
C) Proposed updates to the Rules for the property.

2.1.2. **Cladding**

2.1.2.1. The Committee **noted** that the facade cladding project is nearing Practical Completion, with a Certificate of Occupancy having recently been issued by the ACT Government following the works to the building's façade.

2.1.2.2. The Committee **noted** that there are still a number of outstanding rectification works required resultant from the works, including remedial works to damage caused by contractors. The contract allows for defects liability periods and retention monies to be held for this period to ensure these are addressed, however PCA are still on site working through items that have been identified to them.

2.1.2.3. The Committee **agreed** to engage Ironbridge Consultant to undertake an abseil review of the works completed by PCA to ensure defects that are unseen from the ground or have not been reported by occupants are captured and reported for rectification. This is an important step in ensuring a successful outcome of this major project for owners.

2.1.2.4. The Committee **noted** that the storage cage cladding works have begun, with the initial works beginning on the upper-level

car park. Following initial works on-site some processes and timings for works have changed, resulting in reduced inconvenience to residents during these works. A flyer will be placed in the lifts notifying residents of these processes. Works are being pushed to be complete by the next insurance renewal in February 2024.

2.2. **FM Working Group**

2.2.1. The Committee **agreed** to arrange a meeting with the FM Working Group to occur in late January 2024. For future years, the Committee will seek to set dates in advance for these meetings beyond the AGM to ensure there is reduced lag in running these meetings after the AGM.

2.2.2. The Committee **noted** that the gym equipment (bosun balls, mats) has been ordered, but needed to be shipped from overseas so have a long lead time before arrival. Technogym were on-site to review the usage of equipment and were reminded of the need to ensure these are followed up regularly until arrival.

2.2.3. The Committee **noted** that the Evac Plan update quotes are still being sourced but should be available in January 2024.

2.2.4. The Committee **agreed** to have the pool handrail installed from 5 February 2024 due to the requirement to close the pool for 3-5 days during these works.

2.3. **Communications Working Group**

2.3.1. The Committee **noted** that the Communications Working Group will be reviewing the Rules & Policies in January 2024, with a view to having these ready for review by the EC in February and the OC before the General Meeting. The Strata Manager provided four sample sets of Rules utilized at other properties, many of which have been drafted by alternate lawyers.

2.3.2. The Committee **noted** that a meeting has occurred with the BAHA group in Belconnen, which is an organization similar to the City EC Group, with discussions occuring with respect to equity approaches from Government between apartment and freestanding homeowners in several key areas. These discussions will be ongoing, particular as they interface with the City EC Group, with the looming election year.

2.3.3. The Committee **noted** receipt of feedback on the Multi-Cultural letter delivered to residents, seeking their feedback be provided if desired to the organizers of the event. The Committee **acknowledged** that a drafting error occurred on the document whereby it was not signed on behalf of the EC, despite it being authorized for distribution on behalf of the EC. The Committee **note** that it and other residents are supportive of the festival, but consider the feedback process to the festival organizers regarding impact on residents in certain circumstances is important.

3. ADMINISTRATIVE MATTERS

3.1. The Committee **noted** and **agreed** the following with regard to the AGM Outcomes:

3.1.1. The final door lock agreed for inclusion in the Fire Door Lock Application Form, in addition to the two approved last EC meeting, is the 'SwitchBot' lock, which does not require modification to the door locking mechanism itself due to its design. The Committee **noted** that this policy will need to remain under review over time to ensure appropriate technological improvements in this space are available to owners.

3.2. The Committee **noted** concerns received from an owner regarding enforcement of the Rules and investigation of options relating to parcel delivery to the property. The Committee **agreed** that the Rules need to be enforced, with the Executive Committee having issued a number of reminders to residents to resolve Rule breaches, which have resulted in action in almost every circumstance. These follow-ups are part of the agreed process, whereby at least 2 follow-ups of Rule Breaches will be issued before any Infringement Notice is considered at a properly convened Executive Committee Meeting before issuance. The Committee **agreed** that it will continue to follow up on genuine Rule Breaches where they are raised by owners and follow-up is necessary and appropriate. The Committee **noted** that further clarification on the Rules, including clarity to be provided during the review process, will assist in shoring up the integrity of these existing processes.

3.3. The Committee **noted** that investigations being undertaken in to parcel delivery options, including any infrastructure changes or other options external to the property, are only being investigated for the purposes of reporting back to owners on potential options for their consideration at a General Meeting. No changes are proposed to be made in this space without prior consideration by the Owners Corporation at a properly convened General Meeting.

3.4. The Committee **agreed** to invest a further $300,000 of Sinking Fund Monies in a term deposit with Macquarie Bank at the best available rate.

3.5. The Committee **agreed** to source a quote for the installation of lockable isolating points for the basement power-points due to growing use of these spaces for charging various items within the car park that belong to residents.

3.6. The Committee **noted** receipt of a request from an owner requesting contact details of the Executive Committee, with some email addresses being provided following agreement of the EC. The original concerns raised related to distribution of inaccurate information with respect to the existing Rules for the complex, which has since been rectified and clarified by Grady Strata.

3.7. The Committee **considered** a request from Unit 1502 to store items adjacent to their car parking space on the Common Property. The Committee **acknowledge** that the space in question is fairly unusable by anybody else, however **declined** to approve a minor use of common property for this purpose given the potential inequity it may create. The Committee **agreed** that the owner of the unit may put forward a request for a Special Privilege to be granted at the next General Meeting, as is their prerogative. This can then be appropriately considered by the wider Owners Corporation.

3.8. The Committee **noted** that it has now received the amended application, timeline and reasons required for the David Spedding v The Owners – Unit Plan 3941, with a response required by the Owners Corporation by mid-January 2024. MinterEllison have been engaged to provide this response.

4. Next Meeting

4.1. Next Meeting – Wednesday 10 January 2023 at 5pm.

Meeting Closed: 8.00pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 10 January 2024 at 5:00pm.

PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Annie Gregg, Tracey Blunt, Jamie Mahon, Peter Wilkinson
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Radhika Sabharwal
APOLOGIES:

1. CHAIRS WELCOME & CONFLICTS OF INTEREST

1.1. The Executive Committee Chair welcomed members to the meeting.
1.2. The Committee **noted** that all members have completed the conflict-of-interest declaration forms, identifying no known conflicts. From time to time, conflicts-of-interest may arise during discussion of items, which will be addressed before discussion on that particular item.

2. SUB-COMMITTEES

2.1. **Defects & Cladding Working Group**

2.1.1. **Defects**

2.1.1.1. The Committee **agreed** to an update to owners drafted by MinterEllison and the Defects Working Group, which will bring owners up to date on the current defects matter with respect to the first suite of defects covered under the Rectification Order process.

2.1.1.2. The Committee **noted** that the fire maintenance records for the property have been requested by Access Canberra as part of the Fire Defects Rectification Order considerations. Four servicing companies have been identified as having been contracted to the property, with all of these companies having been contacted to provide relevant reports.

2.1.2. **Cladding**

2.1.2.1. The Committee **noted** that the facade cladding project is nearing Practical Completion, with Project Coordination signalling that they believe they have reached Practical Completion under the contract. There are a number of outstanding defects identified by the Working Group that are in the process of being compiled in to a single list for provision to Dowse to consider how Practical Completion is achieved. The final cash and bank guarantee considerations under the contract will need to be considered as part of this process, as some of the issues identified may increase the retention funds required beyond the initial allowances under contract.

2.1.2.2. The Committee **agreed** a recommendation from the Cladding Working Group that a survey of owners be undertaken to identify any further defects in the façade cladding works in lieu of the external abseil inspection, owing to the inspections undertaken by Dowse and the increasing price from IronBridge from their original proposed scope and costs.

2.1.2.3. The Committee **noted** that the storage cage cladding works are progressing well, with the first progress payment having been submitted by CBS. Works on Level 2 are nearing completion, with CBS to progress on to Level 1 once these works are complete. At the present stage, works are looking to be 60% complete as at insurance renewal date (28/2/24), with the

balance to be complete by April 2024. The insurers will be advised as necessary.

2.2. **FM Working Group**

2.2.1. The Committee **noted** that the first FM Working Group meeting is being arranged for mid-January, which will discuss various maintenance around the building.

2.2.2. The Committee **agreed** a quote for lights to replace blown high set lights in the foyers. One set will be changed over, with the remainder retained as spares. When the scissor lift is on-site for these works, Maritex will be asked to clean the skylight well due to cost savings. Furthermore, Maritex will be requested to price replacement of forecourt lights, such that scissor lift costs are reduced.

2.2.3. The Committee **noted** that the gym equipment (bosun balls, mats) have still not arrived and **agreed** to follow up with Technogym.

2.2.4. The Committee **considered** quotes from Technogym for an Easy Chin Dip ($9,422) and a Chin Dip Leg Raise ($4,173.13) Machine to replace the existing Leg Raise gym equipment. The Committee **agreed** that the existing equipment is not utilized in high numbers and that the pads may only require replacement, such that the existing piece of equipment could be retained. The Committee **agreed** to engage appropriate companies to refinish the material on the pads.

2.2.5. The Committee **noted** concerns raised with respect to the previous notified date in February for the pool handrail to be installed. The Committee **agreed** that it wishes to balance the demands of the property during the hot months with the timing of installation, however those who requested and voted in favor of installing the handrail have been waiting patiently for quite some time for this to be installed. The Committee **agreed** it would continue with the current install date, such that all occupants of the property would be able to benefit from the remainder of the swimming season once the handrail is installed.

2.3. **Communications Working Group**

2.3.1. The Committee **noted** that a meeting occurred with the majority of the EC to review the Rules as amended by MinterEllison and examples of legally drafted Rules provided by the Strata Manager. The Committee **agreed** that it is unlikely that the review of the Rules could be completed in time for the February General Meeting, as sufficient time needs to be allowed to consider the impact of Rule changes, alongside consultation with Owners on their preferred path to ensure adequate consideration can occur for Owners before changes are made. The Committee **agreed** to continue working on these Rules, with some minor updates on the path being followed for their update to be provided at the February General Meeting, however they will be proposed for adoption later in the year.

2.3.2. The Committee **noted** that the ACT Government is seeking community input on proposed increases to Decibel Limits within the City Center. Owners who are interested in providing feedback (either positively or negatively) in any way are encouraged to head to the following website to understand what is proposed and to provide feedback: https://yoursayconversations.act.gov.au/nte

2.3.3. The Committee **noted** that EV Pilot Studies will commence in various Canberra buildings in the near-term future. As a result, the Committee **agreed** to await feedback from that Pilot Program before further considerations are undertaken.

2.3.4. The Committee **noted** that the previously noted BAHA meeting was a general introductory meeting to the BAHA Group, such that the City Executive Committee Group (CECG) and BAHA Group can continue to work together on shared problems facing their buildings, including service provision from trades, package delivery options, Governance and Policy influencing decisions.

3. ADMINISTRATIVE MATTERS

3.1. The Committee **noted** that the Grady Strata contracts will be signed shortly after this meeting to ensure the decisions of the Owners Corporation are executed. This includes the Strata Management Contract and Building Management Contract, which will be on the same terms as the existing contracts as discussed at the AGM.

3.2. The Committee **agreed** to increase discussions with the on-site Building Manager to encourage feedback on how things could be improved operationally around the building. These discussions will occur via the FM Working Group Meetings, but a request will also be made that these considerations are made within the Building Managers comprehensive Building Managers Report.

3.3. The Committee **considered** feedback provided with respect to the continued placement of parcels within the foyers, both short-term and long-term. The Committee **noted** that most of the packages are being placed within these locations, either with or without the Residents' permission. The Committee **agreed** that:

a) The packages are, in most instances, placed there for short periods of time and not necessarily stored in the foyer. In some circumstances, this will be unavoidable due to the nature of deliveries post-COVID.
b) If the OC remove parcels, then would be open to accusations of theft.
c) The Owners Corporation needs to be consulted on how it would best like to deal with this issue, as it will impact upon the amenity provided across the building to some extent (both convenience and aesthetic use of the foyer).
d) The BM will be requested to alert the Strata Manager or parcel recipient (if known to the BM) if a parcel is left long-term such that it can be removed.
e) Remind residents not to leave parcels in the foyer due to potential for theft concerns.
f) Remind residents that the foyer is not a secure area, it is not recommended to leave parcels in the area due to the increased risk of theft. Residents are encouraged to explore alternative delivery arrangements if they are unable to collect their deliveries.

3.4. The Committee **approved** a flooring application from Unit 1112 to change to hard floor, noting a 5 Star AAAC Standard is proposed under the application.

3.5. The Committee **noted** receipt of detailed feedback on the December 2023 EC Meeting Minutes and thanks the author of that feedback for their input. The Committee **requested** that in the future the author, and all other authors, provide feedback in a less rancorous and more objective way to ensure the issues raised can be addressed without emotional offence.

3.6. To assist the OC with its responsibilities under the UTMA, the Committee **agreed** to have the Building Manager undertake inspections of

the property during their regular duties to identify breaches of the Rules, such that they can be followed up appropriately and enforced as needed.

3.7. The Committee **noted** that the quote for lockable GPO points is no longer necessary, owing to the ability to isolate these points from the switchboards.

3.8. The Committee **noted** that an audit will be undertaken on non-compliant door locks and peep holes, however this needs to be considered by appropriate service providers and against the Rules concurrently to ensure enforcement is through the correct path. As such, the Committee **agreed** to request a list of non-approved door locks and peep holes from the Building Manager and Strata Manager, along with seeking a quote for a compliance audit of the front doors via O'Neill and Brown Fire (which may find other issues, including smoke seal compliance, lockset compliance, etc.).

3.9. The Committee **noted** that the Comms Working Group has previously drafted notices for rotation in the lifts and notice boards, however these need to be regularly rotated, aligning with current topical issues:

- Welcome to Our House
- Fire Safety
- No Smoking
- Moving In & Out
- The House Rules
- PEEP Forms
- Car Park Cleaning
- Oz Harvest Donations
- Electricity Interruptions
- Building Birthday
- Community Assistance
- Water on Balconies
- Shopping Trolleys and Scooters
- Pool heating
- Pool (on/off)
- Window Cleaning
- Washing on Balconies
- Speed in Car Parking Spaces
- Building Safety (tailgating, letterbox clearing)
- Noise

3.10. The Committee **noted** that there has previously been an investigation undertaken of potential composting options, which were found not to be viable. As such, the Committee **agreed** to follow the decision of the previous EC's research and not proceed any further with this potential item.

4. Next Meeting

4.1. Next Meeting – Tuesday 13 February 2023 at 5pm.

Meeting Closed: 7.50pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Tuesday 13 February 2024 at 5:00pm.

PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Annie Gregg, Tracey Blunt, Jamie Mahon, Peter Wilkinson
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Radhika Sabharwal
APOLOGIES:

1. CHAIRS WELCOME

1.1. The Executive Committee Chair welcomed members to the meeting.

2. SUB-COMMITTEES

2.1. **Defects & Cladding Working Group**

2.1.1. **Defects**

2.1.1.1. The Committee **discussed** the proposed date for the General Meeting of Manhattan on the Park, **noting** that there is a directions hearing on the Rectification Order appeal by Mr Jolley on the 20th of February 2024. As such, the Committee **agreed** that the latest information on pathway forward in this matter will not be available until after the Direction Hearing, therefore the date of the General Meeting will be shifted to late March 2024 to ensure Owners can be as informed as possible before the General Meeting.

2.1.1.2. The Committee **noted** that the fire maintenance records for the property have been provided to the Registrar for the Fire Defects Notice of Intention to issue a Rectification Order. No further updates have been provided following provision of this documentation to the Registrar.

2.1.2. **Cladding**

2.1.2.1. The Committee **noted** that Practical Completion has been issued by Dowse to Project Coordination, backdated to 21 December 2023. The contract provides a 12-month Defect Liability Period. Any issues with cladding need to be reported before expiration of the liability period.

2.1.2.2. The Committee **noted** that the survey of Owners regarding cladding defects has now closed for responses, with a total of 51 responses having been received. The Committee **noted** that Dowse have been instructed by the sub-committee to review the list of issues reported by owners to amalgamate these reports in to the existing defect tracking list, plus add the items to Procore for action by PCA.

2.1.2.3. The Committee **noted** that the storage cage cladding works continue to progress well, with the upper-level car park storage cages now having been completed. The CBS team are moving to the lower-level cages and a walk-through inspection of the completed areas is schedule for this coming Friday before progress claim signoff.

2.2. **FM Working Group**

2.2.1. The Committee **accepted** the FM Working Group Minutes.

2.2.2. The Committee **approved** a quote from Maritex to replace 28 forecourt lights at a total cost of $6,850 + GST.

2.2.3. The Committee **approved** a quote from O'Neill and Brown Fire for inspection of the Single Occupancy Unit (SOU) door to each

apartment. These inspections help to ensure overall site fire safety, and will include checking of door lock compliance, smoke seal compliance, gapping compliance and door closer compliance. Works will occur before and after-hours to ensure as much coverage as possible. Grady Strata will liaise with ONBFS to see if a booking system for times is possible.

2.2.4. The Committee **approved** a quote from M&M Rolfe for the cleaning of the skylight well.

2.2.5. The Committee **noted** that the original .DWG files for the emergency evacuation plans are being pursued to ensure the compliance date can be reviewed alongside the plans to ensure an updated compliance status.

2.2.6. The Committee **considered** quotes for rectification of stalactites on the Unit 1505 and 1506 balconies. The Committee **noted** that whilst temporary repairs have occurred above, it cannot be assured leaks won't resume in future, at least until properly repaired under the Rectification Order. As such, the Committee **declined** to proceed with these works.

2.2.7. The Committee **accepted** a quote to rectify internal water damage from the balcony above Unit 1506, as the leaks have been stopped temporarily (1-2 years). The Committee **noted** that this quote is agreed on the basis that not attending to repairs may cause issues with future occupancy, whilst the balcony stalactites are unlikely to cause similar issues.

2.2.8. The Committee **noted** that there is an ongoing leak in to Unit 1323, with Peak Consulting to be engaged to identify cause. The balcony above is set back the same distance and leaks are only occuring in the unit below, so the cause of leaks is currently unknown and are difficult to find.

2.2.9. The Committee **noted** that Wise Choice are currently arranging Apex to attend to two prototype window repairs in the complex. These repairs will inform future façade repairs to the 7 leaking units. Whilst on-site, Apex will review the un-caulked façade joints with a view to sealing these at a future time.

2.2.10. The Committee **noted** that Technogym do not have anybody locally to re-finish the ab machine upholstery. As such, local upholstery companies will be contacted to see if they can refinish the arms, which are damaged.

2.3. **Communications Working Group**

2.3.1. The Committee **noted** that concerns have been raised over time of residents allowing large numbers of friends, or clients, in to the gym, along with owners attending the gym when renting their unit out. The current Rules do not address these use cases and as such a draft Rule will be included to remedy these concerns, which will be considered by owners at a future General Meeting.

2.3.2. The Committee **noted** that concerns have been raised by owners on the storage or E-Bikes and Scooters within units, with these items potentially posing a fire risk to the complex generally. The Committee **agreed** to have two representatives attend an upcoming Owners Corporation Network seminar on this issue at 12pm on Thursday, which will have expert speakers in attendance to discuss the risk. A new Rule will be developed in line with OCN recommendations.

2.3.3. The Committee **noted** that posters for the multi-cultural festival have been delivered to site to better explain locations for access to the building during the festival. Further, the organizers have been required by the Environmental Protection Agency (EPA) to monitor

the sound output from the festival setup, with Manhattan on the Park to be used as a sampling location. Tim from Guzbox Acoustic Engineers will be in attendance on Friday to set up his equipment for monitoring purposes at the cost of the Government.

2.3.4. The Committee **agreed** to engage a security guard between 8pm and 11pm this coming Friday and Saturday during the multi-cultural festival. Key areas monitored will be the front forecourt, surrounding entry doors and the pool area. Any issues (either from the guard or AH calls to Grady Strata) will be recorded for future information of the festival organizers.

2.3.5. The Committee **noted** that the City EC Group will be meeting with other similar organizations in Belconnen and Kingston to assist in establishing greater Governance documentation, such that the groups can work better together on operational procedures and common interests between apartment complex in key dense living locations.

3. ADMINISTRATIVE MATTERS

3.1. The Committee **noted** that works are still ongoing with respect to the Parcel Delivery Options investigation raised at the 2023 Annual General Meeting. At present, this includes monitoring of parcels as they come in to establish how long the parcels in the foyers sit around for, identifying outlying issues outside of single-day collection and potential changes for the future. The Committee **noted** that same-day collection of parcels may make it difficult to argue that the resident has breached a Rule on 'Storage' within Common Property. The Committee **agreed** to continue to review options, including potential Rule Changes to better define what must occur with parcels, allowing the Owners Corporation to better consider its preferences and options in this regard.

3.2. The Committee **noted** receipt of feedback on the heavy usage of the Elliptical Machine in the gym. This equipment was apparently not replaced 1:1 during the equipment changeover, however data from Technogym concurs that this machine sees the heaviest use out of all of the new cardio equipment within the gym. As such, the Committee sought quotes for two types of Ellipticals from Technogym and **agreed** to purchase the Technogym Excite Live Vario, including delivery and installation. ETA is presently June 2024 due to shipping timeframes from overseas.

3.3. The Committee **agreed** to follow up with Technogym on some equipment (bosun balls, mats, etc.) ordered in September/October 2023 that has not yet arrived.

3.4. The Committee **noted** receipt of feedback on the layout of the gym, whereby a lot of the free-weight equipment is not directly gaining the benefit of the mirrored surfaces, which are critical to ensuring gym users can maintain their form through a particular free-weight exercise. The Committee **agreed** to follow up with Technogym for layout change options.

3.5. The Committee **noted** receipt of feedback on the Owners Corporations decision not to pursue the prior Strata Manager for the cost of the Administrator and Lawyers. The Committee **agreed** to advise the feedback provider that they are free to raise this at a future General Meeting should they wish, however the Executive Committee would not be pursuing this further given the decision of the Owners Corporation.

3.6. The Committee **noted** that the insurer has requested various updates on the repair of building defects and removal of flammable cladding. Detailed responses outlining the Rectification Order process, the appeals of same, items not included in the Rectification Order and process toward repair

and cladding status have been provided to the insurer for their consideration.

3.7. The Committee **approved** a pet application for Unit 315, subject to final registration details and alike upon adoption.

3.8. The Committee **noted** that the works to install the pool handrail were not able to be finalized at the agreed shutdown dates, owing to complications which arose during the installation. Additional equipment was required to be purchased to allow the new handrail to be installed in the necessary location. The Committee **agreed** out-of-session to reopen the pool ASAP once discovered, as the shutdown was only approved for a short period.

3.9. The Committee **agreed** to draft an update to residents reminding them of the required behavior in the pool area, as a number of residents have been found consuming alcohol in the area.

3.10. The Committee **noted** that there are presently 4 owners with some level of outstanding debt for the cladding works. Three of these debtors have had refreshed applications lodged by Collection Corporation Australia to collect this debt, following payment of the original debt applications. Since these occurred, additional debts have accrued (normal levies, collection costs), resulting in renewal action being required. Otherwise, there are 10 debtors which are being pursued through the normal recovery processes (text, phone call, reminder emails, letters).

3.11. The Committee **agreed** to review the Rule Breach spreadsheet and actions taken before each EC Meeting to ensure all Ruel Breaches that are ongoing can be adequately considered. Over 30 reminders have been issued individually to owners, some resulting in compliance, some progressing to the second stage of enforcement.

3.12. The Committee **noted** that the Owners Corporations submissions to the ACT Civil and Administrative Tribunal in Spedding v UP3941 were finalized in January, with Mr Spedding providing a further response after the Owners Corporations response was provided, as is his right. The Owners Corporation saw no need to respond to the response, therefore the matter is now under consideration by ACAT.

4. Next Meeting

4.1. Next Meeting – Wednesday 13 March 2024.

Meeting Closed: 7.20pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 13 March 2024 at 5:00pm.

PRESENT
EXECUTIVE COMMITTEE (EC): Jeanette Adams, Tracey Blunt, Jamie Mahon, Peter Wilkinson
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady
APOLOGIES: Annie Gregg, Radhika Sabharwal

1. CHAIRS WELCOME

1.1. The Executive Committee Chair welcomed members to the meeting.
1.2. The Committee **noted** that the Chair will be away for the next 2 EC Meetings, and **agreed** to appoint Peter Wilkinson as interim Chair on her absence.

2. SUB-COMMITTEES

2.1. **Defects & Cladding Working Group**

2.1.1. **Defects**

2.1.1.1. The Committee **noted** receipt of a letter of advice from MinterEllison, which was requested in advance of calling a General Meeting to consider the OC's position with respect to the Supreme Court Matter for Mr Jolley's appeal against the Rectification Order upheld at the ACT Civil and Administrative Tribunal. This letter of advice will be annexed to the General Meeting Package. It is now anticipated that the General Meeting will be held in late April.

2.1.1.2. The Committee **considered** the proposed pathway for remediation of defects not included in the Rectification Order issued by ACAT. The Committee **agreed** that it would not be recommending to attend to these defects even if not included in the Rectification Order until such a time as repair timelines, trades, etc. are known for the defects that have been included in the Rectification Order, as it may be possible to complete these items alongside the other defects whilst being repaired, ensuring commercial viability for the project.

2.1.1.3. The Committee **noted** that no other information or response has been provided by the Registrar with respect to the Fire Defects Rectification Order. Once a response is received, the Defects Working Group will consider next steps.

2.1.2. **Cladding**

2.1.2.1. The Committee **noted** that Project Coordination Australia has provided a timeline for repairs of the listed Defects remaining from the façade cladding replacement works. The Cladding Working Group continues to work with Dowse and PCA for close-out of these items.

2.1.2.2. The Committee **noted** that all monetary payments to PCA required under the cladding replacement works contract have now been made in full, with a Bank Guarantee supplied by PCA in accordance with the contract, to be held by the OC until the expiry of the 12-month defect liability period (December 2024), following which this will be handed back to PCA.

2.2. **FM Working Group**

2.2.1. The Committee **accepted** the FM Working Group Minutes.

2.2.2. The Committee **noted** that CHU Insurance have accepted an insurance claim for hail damage to the solar panels on the roof of Manhattan on the Park, with SolarHub the accepted repairer by the insurer. Their quote matches that provided by the original system supplier, EPC Solar, with the same panels to be used during replacement.

2.2.3. The Committee **noted** that SolarHub have recommended the installation of alternate replacement inverters to allow the panels to report in strings of 2 vs the current 20-string reporting, meaning efficiency will only be lost across 2 panels rather than 20 due to shared efficiency drop-offs across strings. SolarHub have been requested to quote the difference between inverters for consideration before works proceed.

2.2.4. The Committee **approved** quotes from Vertical Rope Access for window cleaning and pest spraying of the inaccessible façade windows. Costs are in-line with budget and prior scope of works and will continue on the usual 6-monthly schedule.

2.2.5. The Committee **accepted** a quote from OutScapes to remove dead ferns and replace with 4 new ferns, adjust the irrigation and supply tan bark mulch to a 75mm depth.

2.2.6. The Committee **agreed** to seek quotes for car park line marking as identified in the Sinking Fund Plan.

2.2.7. The Committee **noted** that Apex Building were on-site with Wise Choice to undertake inspections of two types of prototype window repairs due to façade leaks. Ultimately, units with smoke baffles on the façade internally will need to be opened up, head seals replaced and then plastering works completed. Additionally, the other prototype has identified leaks from the spandrel glass where the spandrel will need to be removed, smoke seal/baffle removed, all junctions cleaned and re-sealed, all sub-sill and sub-head elements cleaned and re-sealed, sunscreen outriggers cleaned and re-sealed, then smoke seals/baffles and spandrel glass reinstalled. Wise Choice are currently having this work quoted by Apex.

2.2.8. The Committee **noted** that Apex have also reported on the missing/deteriorated precast concrete sealant. This will need to be raked out (where in place) and replaced. This is currently being quoted by Apex via WiseChoice.

2.2.9. The Committee **noted** receipt of a quote from First5 Minutes to update validity of the emergency exit signage, as their compliance date has been reached. The Committee **agreed** that the costs for this work are well above expectations, given nothing has changed and only a compliance date requires updates. Advice on this cost will be sought from WERP before proceeding further.

2.2.10. The Committee **agreed** with recommend rearrangement of some equipment within the gym to allow better use of the free-weight space, whilst not impacting upon the use of other equipment. This is being progressed with Technogym.

2.2.11. The Committee **agreed** a quote from Elevator Consultancy Services to audit the ongoing maintenance of the lifts by KONE given the continued outages and levelling issues.

2.2.12. The Committee **noted** that Peak Consulting has inspected a leakage issue in to Unit 1323, however a copy of their report has not yet been received. Once received, further consideration will be required as to the OC's response to this matter given the overarching defects matter.

2.2.13. The Committee **noted** that a report from Peak Consulting on the condition of the Manhattan on the Park Roof, identifying areas of remediation required both from long-term weathering and poor design, should be received in the next 4 weeks, following which this work can be tendered.

2.3. **Communications Working Group**

2.3.1. The Committee **noted** the written report from the Comms Working Group on the recent combined meeting with the City EC Group, BAHA and FOCA Groups. The Committee **noted** the current focus of this group on insurance costs, planning processes and engagement from Govt on impacted buildings, Electrification works in-line with Govt policy, noise concerns and short-term rental.

2.3.2. The Committee **noted** that the Rule amendments continue to progress well, with reformatting occuring to produce a clean draft of the proposed updated Rules before consultation with Owners.

2.3.3. The Committee **noted** that Annie Gregg and Peter Wilkinson recently attended an OCN Session on risk of battery fires from E-Bikes, E-Scooters, E-Boards, etc. The Committee **noted** that the OCN has produced a recommended by-law and brochure to assist OC's in understanding the risks of same and **agreed** to purchase a copy of this documentation from the OCN. Ultimately, residents need to be educated in the risk of these products catching fire within their units to reduce the risk. The Committee **noted** that the insurers do not yet have any interest in this area, however this is likely to occur should there be continued events and losses.

3. ADMINISTRATIVE MATTERS

3.1. The Committee **noted** that a solution to parcel delivery to the foyers is not yet known, however investigations are still underway. The Committee **agreed** to draft a paper and source quotes for potential options for consideration by the wider Owners Corporation at a General Meeting. This will include options for parcel lockers, benches, or an option identifying that there are other nearby options and changes won't be made by the OC. This will allow the entire OC to be involved in decisions relating to this matter.

3.2. The Committee **agreed by resolution** to issue a Rule Infringement Notice to Unit 715 for ongoing breaches of Rule 5(3) relating to Smoke Drift from this unit to the adjacent unit. This matter has been thoroughly investigated, including by external fire services providers, to reach the belief that this breach is from Unit 715 and is likely to be ongoing. Unfortunately, direct correspondence with the agent has not resolved the matter.

3.3. The Committee **agreed** to review a report from Unit 606 relating to an original building fault resulting in plumbing smells entering the unit due to lack of trap protection.

3.4. The Committee **noted** concerns over the lack of patrol of the forecourt area by the ACT Government for parking issues. The Committee **agreed** to write to the ACT Government to request more frequent patrols, as external persons are often found parking in the area all day on weekends without penalty.

3.5. The Committee **agreed** to contact the workers on the adjacent building to the Akuna St entry to request that their protective fencing be moved over slightly, as it is currently impacting on use of that entry.

4. Next Meeting

4.1. Next Meeting – Wednesday 10 April 2024.

Meeting Closed: 6.40pm

Manhattan on the Park

THE OWNERS – UNITS PLAN 3941

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Thursday 16 May 2024 at 5:00pm.

PRESENT
EXECUTIVE COMMITTEE (EC): Jamie Mahon, Annie Gregg, Tracey Blunt
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady
APOLOGIES: Radhika Sabharwal, Jeanette Adams, Peter Wilkinson

1. CHAIRS WELCOME

1.1. The Executive Committee Chair, Tracey Blunt, welcomed members to the meeting.

2. SUB-COMMITTEES

2.1. **Defects & Cladding Working Group**

2.1.1. **Defects**

2.1.1.1. The Committee **noted** that there has been no further update on the Fire Defects matter from the Registrar.

2.1.1.2. The Committee **confirmed out-of-session approval** for the distribution of the General Meeting Package for a General Meeting to be held on 30 May 2024, including approval to call the meeting and approval of the meeting package in full as distributed.

2.1.1.3. The Committee **noted** that the projected hearing date for the Jolley v CoR & UP3941 matter is in October 2024, however funds will need to be raised before this time to fund preparatory costs for the lawyers engaged during this matter.

2.1.2. **Cladding**

2.1.2.1. The Committee **noted** that redemption of the Bank Guarantees has not yet occurred, however negotiation with Project Coordination Australia (PCA) with respect to the defective works remediation is still afoot. The Administrators for PCA have been presented with a quote from Dowse to tender the required repairs, however those costs have not yet been agreed in full.

2.1.2.2. The Committee **noted** that advice has been received in the last week indicating that the Manufacturers Warranties have not been provided for the Manhattan on the Park cladding affixed to the façade due to non-payment of the supplier by the relevant persons contracted to the Owners Corporation or the head Builder. This matter is being pursued with the supplier, Network Building Supplies, to identify what is outstanding and why the warranties are not in effect.

2.1.2.3. The Committee **noted** the storage cage re-cladding Certificate of Occupancy and Use has been received and all works are now considered complete. The insurer has been provided with a copy of this document.

2.2. **FM Working Group**

2.2.1. The Committee **accepted** the FM Working Group Minutes.

2.2.2. The Committee **agreed** to delay carpet cleaning until Spring 2024, as most levels were considered still to be clean and the non-ideal outcomes when cleaning in Winter.

2.2.3. The Committee **noted** that a proposal for cleaning has been received by M&M Rolfe, however two other tenders are being sought

for comparative purposes. The following items are being specifically listed in the Scope of Works, where they are presently missing:

a) Footpath (under awning) cleaning outside the commercial tenancies.
b) Cleaning of the white louvres at the car park entry.

2.2.4. The Committee **noted** that a quote is outstanding for irrigation repairs to the forecourt. This is being followed up with OutScapes.

2.2.5. The Committee **noted** that KONE have attended to the majority of items identified as defective by ECS during their lift maintenance audit. KONE are being followed up for dates for the remaining works, and ECS are being asked for a quote to undertake an annual maintenance audit to keep KONE to account.

2.2.6. The Committee **noted** that quotes are being sourced for the re line marking of the car park as listed in the SFP.

2.2.7. The Committee **noted** that the pool handrail is scheduled for installation in June.

2.2.8. The Committee **agreed** to undertake certification of the pool safety barriers by a relevantly qualified Surveyor following recent legislative changes in the ACT, making OC's responsible for providing declarations or certifications of pool safety barriers.

2.2.9. The Committee **noted** the following in relation to the gym areas:

a) The new Elliptical is due to arrive in July.
b) Long form foam rollers have been ordered and are due to arrive in late May.
c) A replacement bosun ball (2*) are due to arrive in late May.
d) Stretching posters (new) have been ordered, but may not arrive until mid-June.
e) The gym equipment will be shifted around to change layout when the new elliptical arrives.

2.2.10. The Committee **approved** a quote from HVAC Canberra to replace a faulty CO Sensor in the basement.

2.2.11. The Committee **noted** that SolarHub are still planning a final date for installation of the replacement solar panels, however that date will be advised to all residents once known. Works will involve some noisy works on the roof and a brief street shutdown for crane lifts. The insurer will also attend site to review the solar install, as they are covering the majority of costs (outside of inverter upgrade) for the works.

2.3. **Communications Working Group**

2.3.1. The Committee **reviewed** the draft Rules update. M Grady to distribute with agreed updates in-meeting to EC for final review, cross-reference check and advice on how feedback will be collated. The draft Rules will be sent to owners for feedback following the General Meeting.

2.3.2. The Committee **ratified** an out-of-session decision to engage SpaceLab to attend the Crowne Plaza Redevelopment Information Session and provide a brief advice to the OC with respect to the proposed development following attendance at that meeting and review of available documents.

2.3.3. The Committee **agreed** to send out a letter of advice to owners on the SpaceLab advice, attaching a copy of that advice, for their information.

2.3.4. The Committee **noted** receipt of the National Multi-Cultural Festival (NMF) Noise Reports, which were shared by the festival organizers. Effectively, the festival was over the decibel limitation within the City for many hours during the event. The organizers have reported that

the outcomes of the noise testing were 'eye opening' to them, and despite no complaints having been made to the EPA by any residents, no residents were advised that this was an appropriate pathway of complaint. The NMF organizers will seek to mitigate the noise issues in their planning for the next event. The next meeting with the NMF team and the EC representatives will occur at the end of the July. All parties are looking to work collaboratively to resolve the noise concerns without impacting the festivals enjoyment and scale.

2.3.5. The Committee **noted** that the City EC Group (now Partnership of Executive Committees in the City - PECC) met on 6 May 2024. A charter is being established for the group to document the operational intent.

2.3.6. The Committee **agreed** to distribute a Lithium Ion Safety Policy developed by the Owners Corporation Network via letterbox drop, SMATA and the Noticeboards.

3. ADMINISTRATIVE MATTERS

3.1. The Committee **noted** that arrears have climbed since last meeting, however several long-term debts have recently been sent to a collection agency to collect given their non-response to several follow-ups.

3.2. The Committee **noted** that several instances of theft have been reported by residents. CCTV has identified that these thefts appear to be occuring due to residents allowing other non-residents following them in to the complex.

3.3. The Committee **noted** advice from the insurance brokers that a claim for a trip & fall from 2019/2020 has been withdrawn.

3.4. The Committee **noted** that ongoing tracking and enforcement of Rule Infringements is occuring, however most issues are being resolved via the issuance of reminder notices before a Rule Infringement Notice is necessary. Topical issues, as always, include laundry on balconies, shoes in corridors and unlocked mailboxes, whereby residents need regular reminders, especially where tenancies change.

3.5. The Committee **noted** that there is no further update in the matter of Spedding v UP3941.

4. Next Meeting

4.1. Next Meeting – Wednesday 12 June 2024.

Meeting Closed: 7.00pm

GENERAL MEETING MINUTES
'MANHATTAN ON THE PARK'
UNITS PLAN 3941
240 BUNDA STREET, CANBERRA, ACT, 2601

Held at Two24 Conferencing, 224 Bunda Street, Canberra City on the 29th of May 2024 at 6:00pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units: 305, 321, 510, 519, 701, 808, 904, 905, 910, 920, 1008, 1112, 1122, 1310, 1322, 1323, 1414, 1417, 1422, 1505, 1519, 1609

In attendance: Michael Grady & Radhika Sabharwal – Grady Strata & Facilities

Proxies: Representatives for Units: 3, 316, 705, 906, 1102, 1217

Absentee Voting Forms: 320, 422, 501, 619, 705, 1320, 1512, 1517, 1611

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members of the Owners Corporation to the meeting and introduced Tracey Blunt as the Chair of the Executive Committee. Tracey Blunt assumed the position of Chair for the General Meeting.

The managing agent informed the attendees that the meeting could not be conducted electronically due to the need for detailed discussions regarding the legal proceedings, and it was necessary to ensure the security and privacy of the discussions.

The managing agent provided an overview of the meetings purpose and address three critical business items, each essential for the long-term operation and budget of the Owners Corporation.

On behalf of the Owners Corporation, the Executive Committee extends their heartfelt gratitude to Garry Webb for his hard work and unwavering support throughout the year on both the defects and cladding works across the building, some of which are ongoing.

Motion 1: Minutes of Annual General Meeting 4 October 2023 (Ordinary Resolution)

Motion 1: *"That the minutes of the GM held on the 4th of October be confirmed as an accurate record of that meeting."*

Motion Carried

Motion 2: 2, & 4: Legal Action – Agreement for SC7 and SC8 / 2024 & Costs (Ordinary Resolution)

Motion 2: *""That the Owners – Units Plan No. 3941 RESOLVES, that the owner's corporation authorise, approve and ratify:*

- *its continued prosecution of the OC Appeal (SC 7 of 2024).*
- *its continued involvement as an active respondent to the Jolley Appeal (SC 8 of 2024); and*

- *the seeking of advice and services from MinterEllison, as well as the taking and defending of legal action against Mr Andrew Jolley, the nominee of the builder (and such other parties as may be necessary) in relation to the OC Appeal and the Jolley Appeal,*
  (together, the **Legal Action**)**.**

Motion Carried

Motion 3

Motion 3: *"That the Owners – Units Plan No 3941 RESOLVE to provide full authority to the executive committee to resolve, and take any steps in connection with, the Legal Action on behalf of the owners corporation. Such authorised steps include giving instructions on documents to be prepared, filed and/or served, engaging any relevant professionals which are reasonably considered to be necessary for the purposes of the Legal Action, and the entry into and execution of any document to settle the Legal Action and the resolution of any associated disputes with Mr Jolley and/or Chase Group regarding building defects at 240 Bunda St, Canberra City, ACT* ***(Defect Disputes****).*

Motion Carried

Motion 4

Motion 4: *"That the Owners – Units Plan No 3941 RESOLVE to raise an additional levy to the Admin Fund of $345,000 + GST to be contributed by owners in accordance with their Unit Entitlements and due on 1 August 2024."*

Motion Carried

Motion 5: Cladding Replacement Update & Finalization

Motion 5: *"That the Owners Corporation RESOLVE to rescind the following portion of Motion 1 of the 15 February 2022 General Meeting "…Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution to transfer and set aside $411,696 (inc. GST) of funds from an existing surplus in the General Fund to offset the difference between the proposed $6,000,000 (inc. GST) in funding sought from owners and the estimated $6,411,696 (inc. GST) projected project costs.", and replace with "…Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution to transfer and set aside $170,042.81 (inc. GST) of funds from an existing surplus in the General Fund to offset the difference between the proposed $6,000,000 (inc. GST) in funding sought from owners and the estimated $6,411,696 (inc. GST) projected project costs."*

Motion Carried by Special Resolution

MAINTENANCE ISSUES & CONTRACTS

The meeting **noted** the renewal of the gardening contract and that the cleaning contract has been put out to tender in the market.

STRUCTURAL DEFECTS

The meeting **noted** that Manhattan on the park has seven known defects in the complex, with the following status updated provided with respect to each issue as listed within the Rectification Order matter.

- **Defect 1 – balcony slab cracking defects**
  The meeting **noted** that the cracks are visible upon the balcony ceiling that is leading to the calcification and water leakage. The advice received from the structural engineers throughout the Rectification Order Dispute process is that these do not require immediate repair and are the result of normal slab shrinkage. The meeting **noted** that calcification and penetration issues are proposed to be addressed along with Defect 2 below.
- **Defect 2 – balcony tiling defects**
  The meeting **noted** that there is water leakage and tile adhesion separation on a number of balconies across the complex. The builder's nominee has been ordered to rectify a large number of these issues, which he is currently appealing in the Supreme Court.
- **Defect 4 – delamination of balustrade glass panels**
  The meeting **noted** that some of the unit balcony have the separation of the layers within the balustrades glass panels**.** A large number of the panels with this issue are included for rectification within the latest Rectification Order.
- **Defect 5 – loose balustrade cap railings**
  The meeting **noted** that the Executive Committee has begun progressively repairing these items, with most already repaired. Owners were encouraged to report any loose cap railings to the Strata Manager.
- **Defect 6 – basement cracking defects**
  The meeting **noted** that there is some cracking within the basement slab. Whilst this is not causing structural support issues, rectification of the cracking in some locations is included within the Rectification Order.
- **Defect 7 – water ingress into internal spaces**
  The meeting **noted** that leaks of this nature is caused by faults in the construction of the façade. The meeting **noted** that the owners Corporation has already commenced prototype repairs for these leaks, which will progress across the remaining units once the prototypes are confirmed as having been effective.
- **Compliance and fire safety concerns**
  The meeting **noted** that AED have produced a report for the Owners Corporation on the extent of the Fire Safety Concerns, and the Construction Occupations Registrar has sent the builder and the nominee a Notice of Intention to issue a Rectification Order for these matters. The builder is currently investigating these matters to respond to that notice.

INSURANCE CLAIMS

The meeting **noted** that there are currently no open claims, and all previous claims have been resolved to date.

The meeting **noted** that the insurer has excluded coverage for the legal defense expenses under Policy 8 due to the recent pattern of claims made against this portion of the polucy. As a result, the Owners Corporation will need to fund legal defense expenses for each occurrence unless a new market for this policy is identified during the next renewal.

GENERAL BUSINESS

Rules

The meeting **noted** that the Executive Committee has been working through various updates to the House Rules for the better needs of the complex and with the intention to provide greater clarity especially in legal dispute. The meeting **noted** that the draft hose rules will be sent to the owner corporation for comment in a specific format in next few weeks once the Executive Committee have given a final review.

Meeting closed: 7:24pm

Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006122263
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	28/08/2024 to 28/08/2025 at 4:00pm
Plan Number	3941
The Insured	THE OWNERS - UNITS PLAN NO .3941
Situation	240 BUNDA STREET CITY ACT 2601
Additional description	CO-INSURANCE PROGRAM APPLIES TO THIS POLICY (CHU LEAD SHARE 70%)

Policies Selected

Policy 1 – Insured Property
Building: $262,253,000
Common Area Contents: $2,622,530
Loss of Rent & Temporary Accommodation (total payable): $39,337,950

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $20,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Sum Insured: $39,337,950
Extended Cover - Loss of Rent & Temporary Accommodation: $5,900,692
Escalation in Cost of Temporary Accommodation: $1,966,897
Cost of Removal, Storage and Evacuation: $1,966,897

Policy 8 – Government Audit Costs and Legal Expenses
Not Selected

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Policy 9 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Notes

Coinsurance applies:

The sums insured stated in this Schedule represents 100% of the total sums insured that form part of a coinsurance program.

CHU's participation is limited to 70% of the sums insured for Policy 1 - Insured Property and Policy 7 - Catastrophe and Policy 9 - Lot Owners Fixtures and Improvements, where those sections are shown as selected, in this Schedule as the lead insurer.

Please refer to attached Supplementary Product Disclosure Statement for Co-Insurance (QM8796).

CHU Capacity Summary
70% for Policy 1, 7 and 9 (where shown as selected)
100% for Policy 2, 3, 4, 5, 6, & 8 (where shown as selected)

Coinsurance summary for Policy 1 - Insured Property, Policy 7 - Catastrophe and Policy 9 - Lot Owners Fixtures and Improvements (where shown as selected):

CHU Underwriting Agencies Pty Ltd	70% proportion
Mitsui Sumitomo	30% proportion

Date Printed 28/08/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Swimming Pool Disclosure Statement

Location	Units Plan #	Block	Section	Division/District	UP Class
	3941	1	52	CITY	A

The Owners Corporation discloses, to the best of their ability and knowledge, that:

	Disclosure:
Location of Swimming Pool	Level 3 – Central Courtyard
UP Registration Date (approx. built date)	23 August 2013
Building approval for the premises was granted (if the Premises were built by the current owner)	Unknown – Installed during construction of Units Plan 3941.
Was Building Approval issued at any time for the swimming pool?	Unknown – Assume yes, as part of original build.
Have any alterations occurred to the swimming pool and swimming pool area?	Nil.

Standing exemptions:	Disclosure:
Does a standing exemption apply to the pool?	No.

Note: The Owners Corporation is presently seeking to undertake an inspection and certificate for compliance of the pool. This is expected to be fully complete by 30 June 2024, however is not currently aware of any non-compliance with relevant legislation regarding pool safety and access restrictions.

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue, Epping 2121
Telephone:02 9876 4757
Email: info@qssolutions.com.au
ABN 44 532 823 563

20 July 2022
File No: 1152.20

The Owners UP3941
C/o Julie Edgerton
Grady Strata & Facilities
PO Box 3197
Manuka ACT 2603

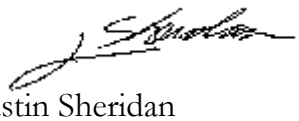
Dear Julie,

RE: MANHATTAN ON THE PARK
REINSTATEMENT COST ASSESSMENT
240 BUNDA STREET, CITY ACT

Further to our proposal and your subsequent commission, we are pleased to enclose our property insurance reinstatement cost assessment for the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan
QS Solutions
Enc

Manhattan On The Park
Reinstatement Cost Assessment



240 Bunda Street, City ACT
The Owners, Unit Plan 3941

July 2022

File No: 1152.20

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone:02 9876 4757

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1. Introduction

Under instructions from Julie Edgerton of Grady Strata & Facilities, QS Solutions have prepared this reinstatement cost assessment for the subject property.

The purpose of this report is to assist in obtaining property insurance quotations for the subject properties from insurance companies and brokers.

Neither the current policy nor any proposed policy information has been provided to QS Solutions in the preparation of this assessment.

The parties to this insurance policy should satisfy themselves as to the wording of the policy and risks covered.

2. Base reconstruction data

2.1 Calculations & measurements

The property was visited on 22 June 2022 and an inspection of the readily accessible areas completed. The inspection included identification, measurement and establishment of use of plant and structure. In addition a photographic record of the building has been prepared.

Our demolition and reconstruction costs are based upon dimensions obtained by drawings provided to us by the building manager.

All base reconstruction cost data including demolition, reconstruction and professional fees are exclusive of GST.

2.2 Demolition and disposal cost

The cost includes for making safe the damaged building, demolishing the existing structure and grubbing up the existing foundations, removing any remaining debris and shoring and temporarily protecting any adjoining buildings where appropriate.

2.3 Reconstruction cost

This is the anticipated cost of totally reconstructing the property using conventional tendering methods and completed documentation at the policy commencement date. The cost allows for reconstructing the building in accordance with current regulations. An allowance for heritage work is included where applicable.

Professional fees, escalation and demolitions costs are not included within this amount.

Foundation costs are based on typical sub-soil conditions bearing in mind the type and location of the building.

Where we have been unable to examine elements of the structure we have assumed the use of reasonable materials and construction methods bearing in mind the age and character of the building.

Allowance has been made for the effect of currency fluctuations on imported building materials and services from overseas.

2.4 Professional fees

This allowance covers the professional fees for the following disciplines when appropriate:

- Quantity Surveyor,
- Project Manager,
- Architect,
- Structural Engineer,
- Council Fees,
- Building and Design approval,
- Mechanical and Electrical design,
- Minor fees such as acoustic & soil testing,
- Disbursements and sundries.

2.5 Cost escalation

This inflation cost provision is applied to the reconstruction cost for the period of demolition, re-documentation and reconstruction. Separate cost escalations are included for the first year and years thereafter disaster. No allowance has been made for any abnormal factors such as earthquakes, major floods and tempests, which would affect escalation.

2.6 Demolition, documentation and construction durations

Demolition, re-documentation and construction periods are based on working weeks and the current award agreements of a thirty-eight hour, five day week.

It is assumed that demolition will be carried out in conjunction with re-documentation and that the normal period for obtaining permits and approvals for this type of building will be required.

3. Reinstatement cost data

The reinstatement cost figures represent the total reconstruction cost assuming total destruction occurs on the last day of the insurance period.

Our reinstatement cost assessment is provided inclusive and exclusive of GST. We recommend you discuss this with your tax advisors and insurer to determine if GST should be included within this insurance valuation.

4. Exclusions

Items excluded from the reinstatement cost assessment are:

- Cost of renting alternative accommodation and consequential loss,
- Loss of rent, relocation expenses and leasing up period on completion,
- Cost of professional fees incurred in the preparation of a claim following a loss,
- Costs in connection with changes in plot ratio,
- Variations to current design of the building,
- Common property loose furniture, fittings and works of art,
- Occupant fit out including furniture, curtains, blinds, carpets and painting not forming part of the building,
- Contributions to fitout and tenant incentive costs,
- Trade or advertising signs, logos and similar items,
- External works beyond the boundary of the site including in ground services,
- Finance charges for reconstruction,
- Unexpected delays in obtaining approvals caused by appeals or abnormal factors,
- The presence and subsequent removal of asbestos.

5. Property description and photograph

5.1 Property description

The property adjoins Binara, Bunda and Akuna Streets City ACT and is 92m by 46m.

The property contains a 17 storey, 332 lot residential strata building with 2 levels of basement car parking. A gym and external swimming pool, spa and garden area is located on level 3. A street awning adjoins Bunda Street & Akuna Street. The ground level contains 2 commercial lots with street shopfronts.

The building contains typical tall building services including 6 passenger lifts, 4 fires stairs to typical floors, garbage chutes, central hot water systems, security recording system and security access. Units are airconditioned and contain balconies with glazed balustrades.

The building contains a fire indicator panel and evacuation control system with detectors and speakers. The building is serviced by a fire sprinkler system , fire hydrants, fire hose reels and fire extinguishers.

5.2 Property photograph



6. Reinstatement cost assessment

Manhattan On The Park
UP3941
240 Bunda Street, City ACT

Base Reconstruction Data, 29 August 2022

Policy commencement date	29 August 2022
Demolition and disposal cost	$10,273,000
Base reconstruction cost	$175,665,000
Professional fees	$22,836,000
Cost escalation, first year	4.50%
Cost escalation, years thereafter	4.50%
Demolition, documentation and permit application duration	60 weeks
Reconstruction duration	100 weeks

Reinstatement Cost Assessment

Total building reinstatement cost based on the above reconstruction data, destruction occuring on the last day of the insurance period and notes within this report

Policy commencement date	29 August 2022
Reinstatement cost excluding GST	**$238,412,000**
Reinstatement cost including GST	**$262,253,000**

7. Disclaimer

This reinstatement cost assessment has been prepared for the sole purpose of insurance and is not to be used for any other purpose. The contents of this assessment are confidential to the instructing party and essential parties dealing with the property insurance reinstatement cost assessment and is not to be distributed to anyone else without the agreement of Justin Sheridan and QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this report.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

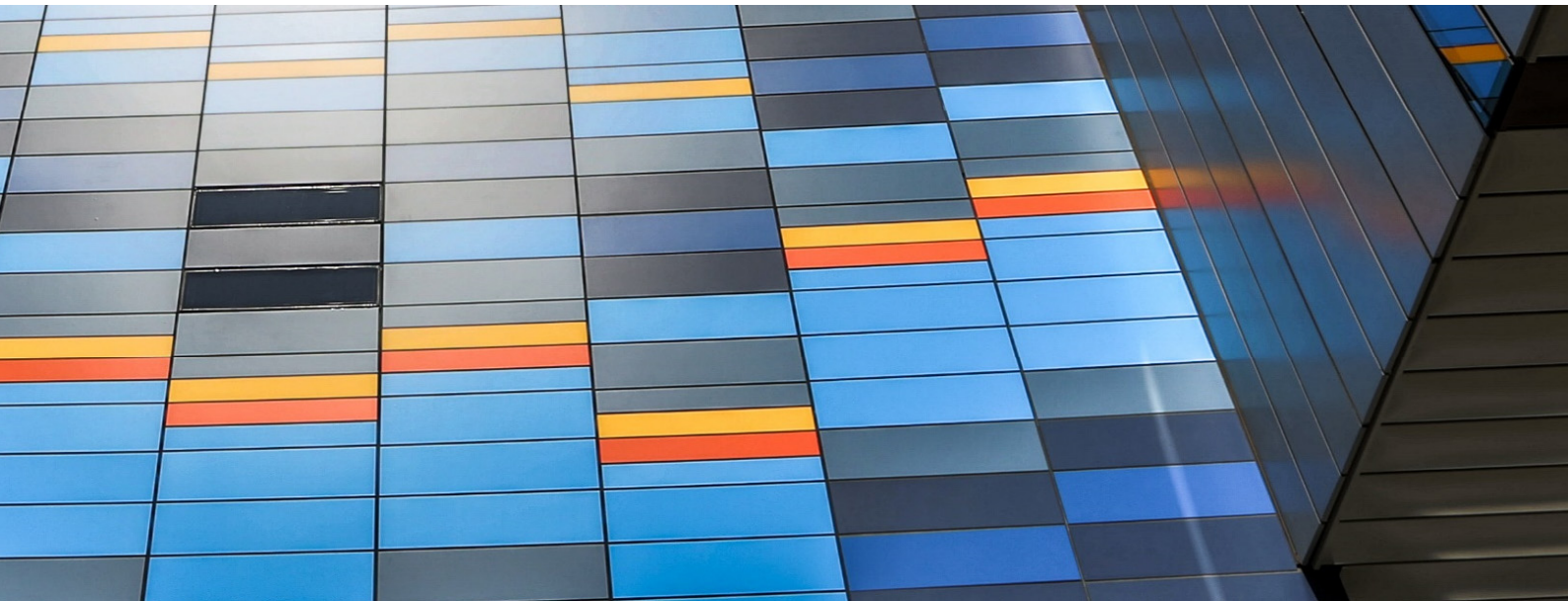


DONALD
CANT
WATTS
CORKE

Estimate of Capital Works Fund (Sinking Fund Contributions)

Manhattan on the Park

Report Revision 2 – 20 November 2019



Estimate of Capital Works Fund (Sinking Fund Contributions)

for Manhattan on the Park Units Plan 3941

20 November 2019, Revision No. 2

Adré de Waal
Senior Consultant
Donald Cant Watts Corke (ACT) Pty Ltd
ABN 91 062 723 755

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DONALD CANT WATTS CORKE

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DONALD CANT WATTS CORKE

1. INTRODUCTION

1.1. Commission

This report is in response to a commission from Mr David Bibo, Chair of the Owners Corporation Executive Committee to prepare a sinking fund report for Manhattan on the Park.

The report is based on two inspections of the property in addition to measurements from drawings provided by the Client, and life-cycle estimates derived from our in-house database and other reference material.

1.2. Legislation

The applicable legislation in ACT is the Unit Titles Act 2001 (ACT), particularly section 56, which provides for the establishment of a capital works fund (sinking fund) for the provision of long-term capital funds for the repairs and maintenance of the premises.

In accordance with section 61 The Owners Corporation is obligated to provide an initial 10 year plan to be reviewed every 4 years.

1.3. Preambles

Purpose of Capital Works Fund

The purpose of this report is to enable the Owners Corporation to make reasonable financial provision for maintenance, repairs and replacements of the structure, fabric and finishes of the common property over a 10-year forecast period to meet current legislation.

Goods and Services Tax

GST is included in the cost estimates.

Escalation and Discount Rates

This report bases the future cost of capital works on the present cost estimate of the works as at September 2019, and allows cost escalation at 2.4% compounded annually. This escalation rate is based on an average of the Australian Institute of Quantity Surveyors building cost index trend in Canberra (of 3.02% annually) and the Reserve Bank's average CPI forecast until June 2021 (of 1.9% annually).

The discount rate of those future expenditures to derive the net present value annuity that will determine the capital fund levy is struck at Westpac's term deposit rate for 12-24 months, for amounts $100,000 to $250,000 at 1.3% paid annually.

Basis of Forecast

Expenses have been forecast in line with the standard requirements for a building of this nature and assumes a typical level of usage and maintenance. This is not a structural report and does not cover expenditure that occurs either directly or indirectly as a result of structural defects. It does

not cover expenditure as a result of accidental damage. An asbestos detection survey has not been undertaken and no allowance has been made for removal of asbestos.

Refurbishments undertaken for reasons other than physical obsolescence have not been included apart from where the owners corporation has provided us with information. Physical obsolescence is the basis by which the remaining and overall lives have been investigated. No allowance has been made for economic, functional, technological, social, and legal obsolescence.

Contributions Schedule

The contributions schedule shows how the contribution scheme relates to the anticipated capital requirements and the sinking fund balances over the forecast period.

When calculating the contributions, we:

- Aimed at ensuring that there are sufficient funds to meet capital requirements.
- Propose a constant contribution for the next 10 years, rather than one that is wildly swinging to harvest sufficient funds for planned or unplanned capital expenditure.

Forecast Period

The report looks 15 years ahead, although the legal requirement is 10 years only. This makes sense due to the replacement cost timelines for many of the services in the building. The report represents the figures in 12 month financial year slots commencing 1 November each year.

Patent and Latent Defects

We based our forecast on the assumption that current workmanship and materials were of an acceptable and reasonable standard, and that maintenance requirements are due to reasonable obsolescence only; no additional expenditure needs to be incurred to cover issues arising from the developer and builder's sub-standard workmanship.

There are items that may never be required, but we have made an allowance as a responsible measure to ensure some financial allowance is in the capital fund. They are:

- Replacing door hardware
- Replacing light fittings
- Replacing ventilation fans and motors
- Replacing metal door frames
- Replacing internal ductwork
- Replacing metal drain grates

When dealing with the building façade it is unknown the rate at which it will fail. We have made some allowance to deal with some panel failure and the replacement of windows and doors over the 15 year life.

DONALD CANT WATTS CORKE

2. SUMMARY OF CONTRIBUTIONS

2.1. Summary of Capital Cost

The summary of the capital fund estimate is attached as Annexure 1.

This estimate shows that over the next 10 years some $5.3m (future value) will be spent on this building in maintenance and repairs. This translates into a discounted annuity of $522,000 (present value) per year to be levied on the owners, the net after annual expenses to be invested for future requirements.

2.2. Levy per Unit Entitlement

The detailed summary of the levy for each apartment is shown at Annexure 2. The average levy per apartment is $1,571 per apartment annually. This is made up as follows (pro-rata allocation):

Cost Element	$ (excl GST)
Building Structure, Façade, Roof and Finishes	218
Internal Walls, Floors and Ceilings	627
Basement Parking (2No levels) and Parking on Levels 1 and 2	60
Entry Area and Ground Floor Foyers, including Ground Floor Landscaping	49
Hydraulic Services, including Sewer Drainage, Water Supply and Gas	17
Air conditioning and Ventilation Systems	173
Vertical Transportation	106
Electrical and Communication Services	46
Essential Services, including Fire Services, Access and Egress	45
Pool Deck and Gymnasium	63
Apartments (Owners Corporation Responsibility)	101
Contingency Allowance	66
TOTAL	**1,571**

DONALD CANT WATTS CORKE

3. MAINTENANCE, REPLACEMENT AND REDECORATION MATRIX

3.1. Apartments

The unit owners are individually responsible for the maintenance, repair and redecoration of the fabric, finishes and services inside their units. That responsibility is visually represented as follows

Cost Element	Owner's Responsibility	Owners Corporation's Responsibility
Internal Elements		
All loose furniture and equipment	100%	
Flooring including internal tiles, carpets and floating floors, including any sound attenuation treatment underneath the floor coverings	100%	
Wall finishes and linings, wall tiles and splashbacks, wall hangings, art and the like, including any sound attenuation treatment, thermal insulation, sarking and the like within the wall cavities	100%	Party or boundary wall construction as far as they relate to structure, fire and sound ratings
Ceiling finishes including any suspension systems and bulkheads, square setting and cornices, shadow lines and the like	100%	
Internal doors, frames, skirtings, architraves, including hinges and door furniture	100%	
Joinery units such as kitchen fittings and bench tops, vanity units, entry units, shelving, display cases, wardrobe doors and internals and the like	100%	
Bathroom sanitary fixtures, accessories, kitchen sinks	100%	
Window treatments	100%	
Shower screens, mirrors, glazed panels	100%	
All electrical and gas appliances including heat lamps in wet areas, cooktops, ovens recirculating kitchen range hoods and the like	100%	
Heating and cooling	100% comprising routine maintenance and replacement of internal fan units, externally mounted condenser units, and the coolant pipe runs inside the apartment and in the common areas, including any repair and redecoration work that future replacement of common area pipe runs that require.	
Central air exhausts to wet areas and laundries, ducted range hoods	Ceiling grilles cleaning and replacement, filter cleaning and	All other elements required in the maintenance and future replacement of ductwork inside

Cost Element	Owner's Responsibility	Owners Corporation's Responsibility
	replacement	apartments and common areas
Access panels in walls and ceilings	Non-fire rated access panels and frames	Fire-rated panels and frames
Electrical installation and light fittings	Circuit breakers, wiring, light fittings, power outlets, and switches installed after the main switch in the distribution board in the apartment	Power to and including the distribution board inside the apartment
Smoke alarms and interconnection to BMS		100%
Communications	Hub, cabling, outlets, patch boxes and the like from the central connection point inside to the apartment	Communications to but excluding the hub inside the apartment
EWIS, speakers etc inside apartments, and interconnection to BMS		100%
Plumbing	All water supply and gas pipework from the point of entry into the apartment (at stop cock), all tapware, wastes, plugs, lagging, smart meters and the like, including leaks in tapware	Supply of hot and cold water, gas, to each apartment to the stopcock that isolates the individual supply to an apartment, including fire-rating of any penetrations through slabs, party or boundary walls
Drainage	All under-bench or in-cupboard pipework to the traps or outlets situated in the floor slab or within a boundary or common wall	Suspended or in-slab or in-wall drainage, particularly where those drains for another unit are contained within the ceiling space of the unit in focus, connections to branches, main reticulation runs, etc
External Elements		
All windows and balcony doors	Broken glazing, tracks, seals and flyscreens to windows and doors opening up onto balconies. Every lock, handle, seal and roller on every window or door regardless of position.	Broken panes to windows outside of the balconies. Flyscreens to opening sections of windows and doors outside of balcony
Front door	Lock and handle, internal door stop, peep hole, etc. Internal redecoration.	Hinges, fire and smoke seals, door closer, unit number. Periodic redecoration of the door frame and external surface of the door.
Balconies	Keep clean. Wilful damage to floor tiles and glazed balustrades and handrails.	Efflorescence on balcony edges, maintenance and replacement of balustrades and handrails, floor tiles, wall finishes, wet seal, stormwater drainage, soffits. Periodic redecoration of all wall and ceiling surfaces.

3.2. Common Property 10-Year Maintenance Plan

Legislation requires that the Owners Corporation publish a 10-year maintenance plan. Our view of that plan is contained in Annexure A. Furthermore the following is the mandated essential services maintenance program in line with the ACT Government guidelines (September 2018).

3.2.1. Building Fire Systems

Element	Nature of Tests or Inspections
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	As per AS 1851 - Section 2 if sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability
Fire doors (including sliding fire doors and their associated warning systems), fire-rated apartment doors and associated self-closing, automatic closing and latching mechanisms	Every three to 12 months as per AS 1851 - Section 17 check operation of handles closers and electronic strikes
Fire windows (including windows that are automatic or permanently fixed in the closed position)	Every three months as per AS 1851 - Section 17 for damage, deterioration or unauthorised alteration, BCA
Fire wall penetrations (including fire dampers and fire stopping of service penetrations)	
Solid core doors and associated self-closing and latching mechanisms	Annual inspection for damage, deterioration and check operation of closers, handles and electronic strikes
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Every three months as per AS 1851 - Check operation of closers, handles and electronic strikes
Building occupant warning system	Monthly as prescribed AS 1851 Section 9
Fire hydrant system (including on-site pump set and fire service booster connection)	Weekly to AS 1851 Section 4 where pumps are installed or six monthly to AS1851 Section 4. Annual inspection to ensure compliance of construction and contents with BCA
Fire hose reel system	Every six months to AS 1851 Section 14
Sprinkler system	Weekly to AS 1851 Section 21
Portable fire extinguishers	Every six months to AS 1851 Section 15.4
Fire control centres (or rooms) including location coding	Annual inspection to ensure compliance of construction and contents with BCA

3.2.2. Access, Exits and Lifts

Element	Nature of Tests or Inspections
Paths of travel to exits	Inspection every three months to ensure there are no obstructions and no alterations
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire isolated passageways)	Inspection every three months to ensure there are no obstructions and alterations
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware

3.2.3. Signage

Element	Nature of Tests or Inspections
Exit signs (including direction signs)	Every 6 months to AS 2293.2
Signs warning against the use of lifts in the event of fire	Annual inspection to ensure the warning sign is in place and legible
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible
Signs alerting persons that the operation of doors must not be impaired	Annual inspection to ensure the warning sign is in place and legible

3.2.4. Lighting

Element	Nature of Tests or Inspections
Emergency lighting	Every 6 months to AS/NZS 2293.2

3.2.5. Air Handling and Ventilation Systems

Element	Nature of Tests or Inspections
Smoke hazard management systems: • automatic air pressurisation systems for fire-isolated exits • zone smoke control system automatic • smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums) • air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke • miscellaneous air handling systems covered by Section 5 and 11 of AS/NZS 1668.1	Quarterly and as prescribed in AS 1851 Section 18. Documentation covering maintenance records required to implement the maintenance program shall be provided by the builder and retained by the units manager to record the maintenance carried out in accordance with 18.2.4.1 and 18.2.4.2.
Carpark mechanical ventilation system	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 Section 18

Description	Maintenance or repair approach	Effective Life	Maintenance/Repairs		Cost Estimate	FY commencing							
			First	Every # Years	Base Cost September 2019	Nov-19	Nov-20	Nov-21	Nov-22	Nov-23	Nov-24	Nov-25	Nov-26
						1	2	3	4	5	6	7	8
CAPITAL EXPENDITURE PLAN													
Building Structure, Façade, Roof and Finishes					**204,400**								
Directional and informational signs	Update or renew every 6 years to cover damage, grafitti, etc	30	-	-	2,500						(2,882)		
Windows - replace or repair hardware, some glazing replacement	Allowed work to 5 units annually	30	1	1	1,300	(1,331)	(1,363)	(1,396)	(1,429)	(1,464)	(1,499)	(1,535)	(1,572)
Minor façade repair including fixing cladding and sealing joints, external redecoration	Nominal allowance, something to be spent each year	-	1	1	35,000	(35,840)	(36,700)	(37,581)	(38,483)	(39,406)	(40,352)	(41,321)	(42,312)
Balconies - glazed balustrades	Allowed repairs or replacement work to 3 units annually	30	1	1	14,000	(14,336)	(14,680)	(15,032)	(15,393)	(15,763)	(16,141)	(16,528)	(16,925)
Balconies - maintenance to floor tiles, soffits and redecoration	Allowed repairs or replacement work to 10 units annually (waterproofing issues allowed below)	30	1	1	78,000	(79,872)	(81,789)	(83,752)	(85,762)	(87,820)	(89,928)	(92,086)	(94,296)
Balconies - redecorate stained balcony edges	No allowance made - for further discussion												
Fire and sound rated elements in walls, floor slabs, penetrations, and the like in common areas	Nominal allowance, something to be spent each year	30	-	-	5,000	(5,120)	(5,243)	(5,369)	(5,498)	(5,629)	(5,765)	(5,903)	(6,045)
Condensor decks and screens	Annual checks and minor repairs to welds, bolts, replace corroded treads, etc (very light maintenance only expected)	30	2	2	1,800		(1,887)		(1,979)		(2,075)		(2,176)
Roof access stairs from L16 (2No)	Annual checks and minor repairs to welds, bolts, replace corroded treads, etc (very light maintenance only expected)	30	2	2	1,800		(1,887)		(1,979)		(2,075)		(2,176)
Replacement to damaged gutters to roof as required		25	9	9	25,000								
Replacement to damaged downpipes to roof as required		25	9	9	25,000								
Contingency for water ingress		-	1	1	15,000	(15,360)	(15,729)	(16,106)	(16,493)	(16,888)	(17,294)	(17,709)	(18,134)
Internal Walls, Floors and Ceilings					**588,800**								
Redecorate escape stairs, including doors and frames	No allowance made as stairs are largely undecorated	30	10	5	-								
Corridors - repair damage to plasterboard walls and ceilings, and redecorate	Nominal allowance based on 2 people, 2 days each time, say 3 times per year, including material supply	-	-	-	3,100	(3,174)	(3,251)	(3,329)	(3,408)	(3,490)	(3,574)	(3,660)	(3,748)
Corridors - planned redecoration, including painting doors and frames	Staggered over 5 years	12	6	8	242,100					(55,824)	(57,164)	(58,536)	(59,941)
Corridors - Carpets in corridors	Residential corridors will be overhauled once every 8 years, staggered over 4 years	8	-	-	326,400						(94,078)	(96,336)	(98,648)
Garbage chute	Minor repairs and replacements annually particularly of covers to hoppers	30	1	1	400	(410)	(419)	(429)	(440)	(450)	(461)	(472)	(484)
Letter boxes and signage to boxes	Repairs to 2 boxes per year	30	1	1	300	(307)	(315)	(322)	(330)	(338)	(346)	(354)	(363)
Contingency allowance for running repairs to doors, hardware, service cupboards, and the like	Annual allowance, assuming 20% of residential corridors per annum will require this	-			16,500	(16,896)	(17,302)	(17,717)	(18,142)	(18,577)	(19,023)	(19,480)	(19,947)
					-								
Basement Parking (2No levels) and Parking on Levels 1 and 2					**56,400**								
Access grilles, doors, bollards, wheel stops, bike racks, services buffers, plant or store room doors, etc	Nominal maintenance and replacement due to resident impact damage etc	30	-	-	1,800	(1,843)	(1,887)	(1,933)	(1,979)	(2,027)	(2,075)	(2,125)	(2,176)
Line marking and numbers, directional arrows, etc	Repaint, remark, adjust as needed	5	2	2	3,400		(3,565)		(3,738)		(3,920)		(4,110)
Redecorate lift lobbies		8	8	8	10,800								(13,056)
Service or repair individual storage lockers	Allowance for 6 repairs per annum	15	1	1	900	(922)	(944)	(966)	(990)	(1,013)	(1,038)	(1,063)	(1,088)
Replace stormwater sump pump including irrigation system pump	Allowance for 3 replacements over 10 years due to the heavy usage of the pumps and high wear and tear	-	6	2	4,500			(4,832)				(5,313)	
Entry roller doors		10	10	10	35,000	20,000							

Description	Maintenance or repair approach	Effective Life	Maintenance/Repairs		Cost Estimate	FY commencing							
			First	Every # Years	Base Cost September 2019	Nov-19	Nov-20	Nov-21	Nov-22	Nov-23	Nov-24	Nov-25	Nov-26
						1	2	3	4	5	6	7	8
					-								
Entry Area and Ground Floor Foyers, including Ground Floor Landscaping					**45,900**								
Repairs to driveways, kerbs and gutters both concrete and asphalt including road bases, base course and wearing courses, application of binders, forming channels, perforated units as protection to grassed areas, etc	Repairs only as needed. Allowance for expenditure every 3 years	-	3	3	7,500			(8,053)			(8,647)		
Renewal of road furniture and signage		30	10	10	1,300								
Line and parking space marking	Annual touchups to ensure foyer area remains fresh	5	1	1	800	(819)	(839)	(859)	(880)	(901)	(922)	(944)	(967)
Pavers and tiles including sand beds, geotextile membranes, perforated units as protection to grassed areas, etc	Repair allowance only, 10% of area, each 5 years	15	5	5	11,800					(13,286)			
Loading dock, bollards, services buffers, etc		-	-	-	800	(819)	(839)	(859)	(880)	(901)	(922)	(944)	(967)
Floor tiles in lift lobbies	Repair allowance only, 10% of area, each 8 years	15	5	5	10,300								(12,452)
Building manager's office, control room etc	Nominal allowance to redecorate, replace equipment and furniture (building services are allowed elsewhere)	-	-	-	800	(819)	(839)	(859)	(880)	(901)	(922)	(944)	(967)
Annual replacement of shrubs at Ground Floor area		-	1	1	1,100	(1,126)	(1,153)	(1,181)	(1,209)	(1,238)	(1,268)	(1,299)	(1,330)
Topping up mulch to 20% of area, annually		-	1	1	3,000	(3,072)	(3,146)	(3,221)	(3,299)	(3,378)	(3,459)	(3,542)	(3,627)
Irrigation pipework	Continuous repairs, unblocking, etc	-	1	1	3,000	(3,072)	(3,146)	(3,221)	(3,299)	(3,378)	(3,459)	(3,542)	(3,627)
Irrigation control system		5	8	4	5,000								(6,045)
Service door controllers and operations	Nominal annual allowance	-	-	-	500	(512)	(524)	(537)	(550)	(563)	(576)	(590)	(604)
Hydraulic Services, in cluding Sewer Drainage, Water Supply and Gas					**16,100**								
HWS, instantaneous gas replacements, servicing the Gym and residential areas	Allow one unit replacement per year	5	1	1	2,800	(2,867)	(2,936)	(3,006)	(3,079)	(3,153)	(3,228)	(3,306)	(3,385)
Hot water circulation pumps		10	3	4	7,500			(8,053)				(8,854)	
Minor works ot water supply and drainage pipes		-	3	3	5,000			(5,369)			(5,765)		
Gas - reticulation throught out building to apartments	Checks, minor adjustments and repairs, nominal allowance made	30	1	1	800	(819)	(839)	(859)	(880)	(901)	(922)	(944)	(967)
Airconditioning and Ventilation Systems					**133,000**								
Escape stair pressurisation system (4No)	Replace when obsolete, staggered	20	15	15	45,000								
Miscellaneous plant and store room ventilation grilles and fans		-	8	10	13,000								(15,716)
Carpark exhaust and supply fans, vent stack to roof, including sensors and controllers	Heavy service, some replacement of components	15	7	8	45,000							(53,127)	
Gymnasium - bathroom ventilation	Regular input and adjustment due to heavy usages	8	6	6	15,000						(17,294)		
Gymnasium - air conditioning	Heavy use ducted split system, major service and component replacement every 3 years, balancing system, replace dampers, filters	15	3	3	7,500			(8,053)			(8,647)		
Apartment exhaust system, ductwork, registers, fans, filters, etc to wet areas and laundries	Regular input and adjustment due to heavy usages	15	2	2	7,500		(7,864)		(8,246)		(8,647)		(9,067)

Description	Maintenance or repair approach	Effective Life	Maintenance/Repairs		Cost Estimate	FY commencing							
			First	Every # Years	Base Cost September 2019	Nov-19	Nov-20	Nov-21	Nov-22	Nov-23	Nov-24	Nov-25	Nov-26
						1	2	3	4	5	6	7	8
Vertical Transportation					**108,100**								
Floor finishes		5	4	4	3,800				(4,178)				(4,594)
Wall, ceiling, door and button finishes	Staggered over 3 years	8	8	12	27,000								
Motors and lift controls - equipment and labour	Staggered over 3 years	8	8	12	68,400								(27,564)
Lift cars (6No)	No allowance made	30	30	-									
Lifts - Inspection of ropes, bearings, motors, overload devices, alignment, etc	Monthly, with additional checks on overload devices, governors, etc annually	30	-	-	3,000	(3,072)	(3,146)	(3,221)	(3,299)	(3,378)	(3,459)	(3,542)	(3,627)
Lifts - callouts to attend to issues	3 calls per year	-	1	1	5,900	(6,042)	(6,187)	(6,335)	(6,487)	(6,643)	(6,802)	(6,965)	(7,133)
Electrical and Communication Services					**42,900**								
Access control system	Includes immediate upgrade Yr1	5	3	3	9,500	(45,000)		(10,201)			(10,953)		
Lights in lobbies and residential corridors		7	5	5	24,900					(28,035)			
External lights to entry area, loading dock and at ground level around building		7	3	5	1,500			(1,611)					(1,813)
TV and data distribution including boosters and filters		20	6	9	3,500						(4,035)		
General electrical work		-	2	2	3,500		(3,670)		(3,848)		(4,035)		(4,231)
Essential Services, including Fire Services, Access and Egress					**49,600**								
Annual fire safety work including fire doors, detectors, emergency lighting, exit lighting, car park carbon monoxide sensors, fire hose reels and fire extinguishers		-	1	1	20,000	(20,480)	(20,972)	(21,475)	(21,990)	(22,518)	(23,058)	(23,612)	(24,179)
Replace or renew mandatory fire signage		-	6	6	3,600						(4,151)		
Smoke detection, fire alarms, FIP and EWIS		-	7	14	26,000							(30,695)	
Pool Deck and Gymnasium					**59,100**								
Pool in-water surfaces, wet edge grates, infinity edge, steps	Repairs when needed, restricted to patching not full replacement	-	3	3	2,500			(2,684)			(2,882)		
Chlorinator, filtration plant and pump house	Nominal allowance for repairs and replacement due to heavy use, exposure to elements, etc	-	1	1	3,000	(3,072)	(3,146)	(3,221)	(3,299)	(3,378)	(3,459)	(3,542)	(3,627)
Piping system in ground, including filter boxes	Nominal allowance for repairs and replacement due to heavy use, exposure to elements, etc	-	1	1	3,000	(3,072)	(3,146)	(3,221)	(3,299)	(3,378)	(3,459)	(3,542)	(3,627)
Gym redecoration, including flooring replacement		-	5	5	24,300					(27,359)			
Gym - replacement of mirrors, repair damage, etc		-	1	1	300	(307)	(315)	(322)	(330)	(338)	(346)	(354)	(363)
Gym - regular upgrade or replacement of equipment		-	2	2	4,000		(4,194)		(4,398)		(4,612)		(4,836)
Gym - maintenance of bathrooms		-	2	2	9,500		(9,961)		(10,445)		(10,953)		(11,485)
Other lifestyle facilities, decks, paving, structures, waterproofing repairs, planting, mulch, irrigation	Nominal allowance for repairs and replacement due to heavy use, exposure to elements, etc	-	1	1	12,500	(12,800)	(13,107)	(13,422)	(13,744)	(14,074)	(14,412)	(14,757)	(15,112)
Apartments (Owners Corporation Responsibility)					**94,900**								
Repaint one face of unit doors including frames	Allowed 5 units per year		1	1	800	(819)	(839)	(859)	(880)	(901)	(922)	(944)	(967)
Replace/make good unit door signage	Allowed 5 units per year		1	1	400	(410)	(419)	(429)	(440)	(450)	(461)	(472)	(484)
Replace automatic door closers to entry doors, repair smoke seals	Allowed 5 units per year		1	1	4,000	(4,096)	(4,194)	(4,295)	(4,398)	(4,504)	(4,612)	(4,722)	(4,836)
Replacement of intercom	Allow replacement of 30% every 5 years	10	5	5	74,700					(84,105)			

DONALD CANT WATTS CORKE

Description	Maintenance or repair approach	Effective Life	Maintenance/Repairs		Cost Estimate	FY commencing							
			First	Every # Years	Base Cost September 2019	Nov-19	Nov-20	Nov-21	Nov-22	Nov-23	Nov-24	Nov-25	Nov-26
						1	2	3	4	5	6	7	8
Fire and sound rated elements in walls, floor slabs, penetrations, and the like in common areas	Nominal allowance, something to be spent each year	30	-	-	15,000	(15,360)	(15,729)	(16,106)	(16,493)	(16,888)	(17,294)	(17,709)	(18,134)
Contingency Allowance					**62,400**								
Allow for expenditure on unforseen items			-	-	62,400	(63,898)	(65,431)	(67,001)	(68,610)	(70,256)	(71,942)	(73,669)	(75,437)
ESTIMATED ANNUAL EXPENDITURE (FUTURE VALUES)						**(347,764)**	**(363,539)**	**(387,296)**	**(385,375)**	**(563,488)**	**(616,210)**	**(624,977)**	**(658,956)**
CUMULATIVE EXPENDITURE (FUTURE VALUES)						**(347,764)**	**(711,303)**	**(1,098,599)**	**(1,483,974)**	**(2,047,461)**	**(2,663,671)**	**(3,288,648)**	**(3,947,604)**
NOMINAL TOTAL PER APARTMENT (FUTURE VALUES)						**(1,054)**	**(1,102)**	**(1,167)**	**(1,161)**	**(1,697)**	**(1,856)**	**(1,882)**	**(1,985)**
ANNUAL ANNUITY TO COVER 10 YEAR ACCUMULATIVE EXPENDITURE, DISCOUNTED AT INTEREST RATE					**521,557**								
CHECK OF ANNUITY													
ANNUITY CONTRIBUTED						**521,557**	**521,557**	**521,557**	**521,557**	**521,557**	**521,557**	**521,557**	**521,557**
NET AFTER ANNUAL EXPENDITURE						**173,793**	**158,018**	**134,262**	**136,182**	**(41,930)**	**(94,653)**	**(103,420)**	**(137,399)**
ACCUMULATIVE SINKING FUND TOTAL, INVESTED AT INTEREST RATE			**Opening Balance - Nov 2019**		**831,739**	**1,005,532**	**1,176,622**	**1,326,180**	**1,479,603**	**1,456,907**	**1,381,194**	**1,295,730**	**1,175,176**

Description	Maintenance or repair approach	Effective Life	Maintenance/Repairs		Cost Estimate							
			First	Every # Years	Base Cost September 2019	Nov-27	Nov-28	Nov-29	Nov-30	Nov-31	Nov-32	Nov-33
						9	10	11	12	13	14	15
CAPITAL EXPENDITURE PLAN												
Building Structure, Façade, Roof and Finishes					**204,400**							
Directional and informational signs	Update or renew every 6 years to cover damage, grafitti, etc	30	-	-	2,500				(3,323)			
Windows - replace or repair hardware, some glazing replacement	Allowed work to 5 units annually	30	1	1	1,300	(1,609)	(1,648)	(1,687)	(1,728)	(1,769)	(1,812)	(1,855)
Minor façade repair including fixing cladding and sealing joints, external redecoration	Nominal allowance, something to be spent each year	-	1	1	35,000	(43,328)	(44,368)	(45,433)	(46,523)	(47,640)	(48,783)	(49,954)
Balconies - glazed balustrades	Allowed repairs or replacement work to 3 units annually	30	1	1	14,000	(17,331)	(17,747)	(18,173)	(18,609)	(19,056)	(19,513)	(19,981)
Balconies - maintenance to floor tiles, soffits and redecoration	Allowed repairs or replacement work to 10 units annually (waterproofing issues allowed below)	30	1	1	78,000	(96,559)	(98,877)	(101,250)	(103,680)	(106,168)	(108,716)	(111,325)
Balconies - redecorate stained balcony edges	No allowance made - for further discussion											
Fire and sound rated elements in walls, floor slabs, penetrations, and the like in common areas	Nominal allowance, something to be spent each year	30	-	-	5,000	(6,190)	(6,338)	(6,490)	(6,646)	(6,806)	(6,969)	(7,136)
Condensor decks and screens	Annual checks and minor repairs to welds, bolts, replace corroded treads, etc (very light maintenance only expected)	30	2	2	1,800		(2,282)		(2,393)		(2,509)	
Roof access stairs from L16 (2No)	Annual checks and minor repairs to welds, bolts, replace corroded treads, etc (very light maintenance only expected)	30	2	2	1,800		(2,282)		(2,393)		(2,509)	
Replacement to damaged gutters to roof as required		25	9	9	25,000	(30,949)						
Replacement to damaged downpipes to roof as required		25	9	9	25,000	(30,949)						
Contingency for water ingress		-	1	1	15,000	(18,569)	(19,015)	(19,471)	(19,938)	(20,417)	(20,907)	(21,409)
Internal Walls, Floors and Ceilings					**588,800**							
Redecorate escape stairs, including doors and frames	No allowance made as stairs are largely undecorated	30	10	5	-							
Corridors - repair damage to plasterboard walls and ceilings, and redecorate	Nominal allowance based on 2 people, 2 days each time, say 3 times per year, including material supply	-	-	-	3,100	(3,838)	(3,930)	(4,024)	(4,121)	(4,220)	(4,321)	(4,424)
Corridors - planned redecoration, including painting doors and frames	Staggered over 5 years	12	6	8	242,100	(61,380)						
Corridors - Carpets in corridors	Residential corridors will be overhauled once every 8 years, staggered over 4 years	8	-	-	326,400	(101,016)						
Garbage chute	Minor repairs and replacements annually particularly of covers to hoppers	30	1	1	400	(495)	(507)	(519)	(532)	(544)	(558)	(571)
Letter boxes and signage to boxes	Repairs to 2 boxes per year	30	1	1	300	(371)	(380)	(389)	(399)	(408)	(418)	(428)
Contingency allowance for running repairs to doors, hardware, service cupboards, and the like	Annual allowance, assuming 20% of residential corridors per annum will require this	-			16,500	(20,426)	(20,916)	(21,418)	(21,932)	(22,459)	(22,998)	(23,550)
					-							
Basement Parking (2No levels) and Parking on Levels 1 and 2					**56,400**							
Access grilles, doors, bollards, wheel stops, bike racks, services buffers, plant or store room doors, etc	Nominal maintenance and replacement due to resident impact damage etc	30	-	-	1,800	(2,228)	(2,282)	(2,337)	(2,393)	(2,450)	(2,509)	(2,569)
Line marking and numbers, directional arrows, etc	Repaint, remark, adjust as needed	5	2	2	3,400		(4,310)		(4,519)		(4,739)	
Redecorate lift lobbies		8	8	8	10,800							
Service or repair individual storage lockers	Allowance for 6 repairs per annum	15	1	1	900	(1,114)	(1,141)	(1,168)	(1,196)	(1,225)	(1,254)	(1,285)
Replace stormwater sump pump including irrigation system pump	Allowance for 3 replacements over 10 years due to the heavy usage of the pumps and high wear and tear	-	6	2	4,500			(5,841)				
Entry roller doors		10	10	10	35,000		(44,368)					

Description	Maintenance or repair approach	Effective Life	Maintenance/Repairs		Cost Estimate							
			First	Every # Years	Base Cost September 2019	Nov-27	Nov-28	Nov-29	Nov-30	Nov-31	Nov-32	Nov-33
						9	10	11	12	13	14	15
					-							
Entry Area and Ground Floor Foyers, including Ground Floor Landscaping					**45,900**							
Repairs to driveways, kerbs and gutters both concrete and asphalt including road bases, base course and wearing courses, application of binders, forming channels, perforated units as protection to grassed areas, etc	Repairs only as needed. Allowance for expenditure every 3 years	-	3	3	7,500	(9,285)			(9,969)			(10,704)
Renewal of road furniture and signage		30	10	10	1,300		(1,648)					
Line and parking space marking	Annual touchups to ensure foyer area remains fresh	5	1	1	800	(990)	(1,014)	(1,038)	(1,063)	(1,089)	(1,115)	(1,142)
Pavers and tiles including sand beds, geotextile membranes, perforated units as protection to grassed areas, etc	Repair allowance only, 10% of area, each 5 years	15	5	5	11,800		(14,958)					
Loading dock, bollards, services buffers, etc		-	-	-	800	(990)	(1,014)	(1,038)	(1,063)	(1,089)	(1,115)	(1,142)
Floor tiles in lift lobbies	Repair allowance only, 10% of area, each 8 years	15	5	5	10,300							
Building manager's office, control room etc	Nominal allowance to redecorate, replace equipment and furniture (building services are allowed elsewhere)	-	-	-	800	(990)	(1,014)	(1,038)	(1,063)	(1,089)	(1,115)	(1,142)
Annual replacement of shrubs at Ground Floor area		-	1	1	1,100	(1,362)	(1,394)	(1,428)	(1,462)	(1,497)	(1,533)	(1,570)
Topping up mulch to 20% of area, annually		-	1	1	3,000	(3,714)	(3,803)	(3,894)	(3,988)	(4,083)	(4,181)	(4,282)
Irrigation pipework	Continuous repairs, unblocking, etc	-	1	1	3,000	(3,714)	(3,803)	(3,894)	(3,988)	(4,083)	(4,181)	(4,282)
Irrigation control system		5	8	4	5,000				(6,646)			
Service door controllers and operations	Nominal annual allowance	-	-	-	500	(619)	(634)	(649)	(665)	(681)	(697)	(714)
Hydraulic Services, in cluding Sewer Drainage, Water Supply and Gas					**16,100**							
HWS, instantaneous gas replacements, servicing the Gym and residential areas	Allow one unit replacement per year	5	1	1	2,800	(3,466)	(3,549)	(3,635)	(3,722)	(3,811)	(3,903)	(3,996)
Hot water circulation pumps		10	3	4	7,500						(10,453)	
Minor works ot water supply and drainage pipes		-	3	3	5,000	(6,190)			(6,646)			(7,136)
Gas - reticulation throught out building to apartments	Checks, minor adjustments and repairs, nominal allowance made	30	1	1	800	(990)	(1,014)	(1,038)	(1,063)	(1,089)	(1,115)	(1,142)
Airconditioning and Ventilation Systems					**133,000**							
Escape stair pressurisation system (4No)	Replace when obsolete, staggered	20	15	15	45,000							(64,226)
Miscellaneous plant and store room ventilation grilles and fans		-	8	10	13,000							
Carpark exhaust and supply fans, vent stack to roof, including sensors and controllers	Heavy service, some replacement of components	15	7	8	45,000							(64,226)
Gymnasium - bathroom ventilation	Regular input and adjustment due to heavy usages	8	6	6	15,000				(19,938)			
Gymnasium - air conditioning	Heavy use ducted split system, major service and component replacement every 3 years, balancing system, replace dampers, filters	15	3	3	7,500	(9,285)			(9,969)			(10,704)
Apartment exhaust system, ductwork, registers, fans, filters, etc to wet areas and laundries	Regular input and adjustment due to heavy usages	15	2	2	7,500		(9,507)		(9,969)		(10,453)	

Description	Maintenance or repair approach	Effective Life	Maintenance/Repairs		Cost Estimate							
			First	Every # Years	Base Cost September 2019	Nov-27	Nov-28	Nov-29	Nov-30	Nov-31	Nov-32	Nov-33
						9	10	11	12	13	14	15
Vertical Transportation					**108,100**							
Floor finishes		5	4	4	3,800				(5,051)			
Wall, ceiling, door and button finishes	Staggered over 3 years	8	8	12	27,000	(11,141)			(11,963)		(12,544)	
Motors and lift controls - equipment and labour	Staggered over 3 years	8	8	12	68,400			(29,596)		(31,034)		
Lift cars (6No)	No allowance made	30	30	-								
Lifts - Inspection of ropes, bearings, motors, overload devices, alignment, etc	Monthly, with additional checks on overload devices, governors, etc annually	30	-	-	3,000	(3,714)	(3,803)	(3,894)	(3,988)	(4,083)	(4,181)	(4,282)
Lifts - callouts to attend to issues	3 calls per year	-	1	1	5,900	(7,304)	(7,479)	(7,659)	(7,842)	(8,031)	(8,223)	(8,421)
Electrical and Communication Services					**42,900**							
Access control system	Includes immediate upgrade Yr1	5	3	3	9,500	(11,760)			(12,628)			(13,559)
Lights in lobbies and residential corridors		7	5	5	24,900		(31,564)					(35,538)
External lights to entry area, loading dock and at ground level around building		7	3	5	1,500					(2,042)		
TV and data distribution including boosters and filters		20	6	9	3,500							(4,995)
General electrical work		-	2	2	3,500		(4,437)		(4,652)		(4,878)	
Essential Services, including Fire Services, Access and Egress					**49,600**							
Annual fire safety work including fire doors, detectors, emergency lighting, exit lighting, car park carbon monoxide sensors, fire hose reels and fire extinguishers		-	1	1	20,000	(24,759)	(25,353)	(25,961)	(26,585)	(27,223)	(27,876)	(28,545)
Replace or renew mandatory fire signage		-	6	6	3,600				(4,785)			
Smoke detection, fire alarms, FIP and EWIS		-	7	14	26,000						(36,239)	
Pool Deck and Gymnasium					**59,100**							
Pool in-water surfaces, wet edge grates, infinity edge, steps	Repairs when needed, restricted to patching not full replacement	-	3	3	2,500	(3,095)			(3,323)			(3,568)
Chlorinator, filtration plant and pump house	Nominal allowance for repairs and replacement due to heavy use, exposure to elements, etc	-	1	1	3,000	(3,714)	(3,803)	(3,894)	(3,988)	(4,083)	(4,181)	(4,282)
Piping system in ground, including filter boxes	Nominal allowance for repairs and replacement due to heavy use, exposure to elements, etc	-	1	1	3,000	(3,714)	(3,803)	(3,894)	(3,988)	(4,083)	(4,181)	(4,282)
Gym redecoration, including flooring replacement		-	5	5	24,300		(30,804)					(34,682)
Gym - replacement of mirrors, repair damage, etc		-	1	1	300	(371)	(380)	(389)	(399)	(408)	(418)	(428)
Gym - regular upgrade or replacement of equipment		-	2	2	4,000		(5,071)		(5,317)		(5,575)	
Gym - maintenance of bathrooms		-	2	2	9,500		(12,043)		(12,628)		(13,241)	
Other lifestyle facilities, decks, paving, structures, waterproofing repairs, planting, mulch, irrigation	Nominal allowance for repairs and replacement due to heavy use, exposure to elements, etc	-	1	1	12,500	(15,474)	(15,846)	(16,226)	(16,615)	(17,014)	(17,422)	(17,841)
Apartments (Owners Corporation Responsibility)					**94,900**							
Repaint one face of unit doors including frames	Allowed 5 units per year		1	1	800	(990)	(1,014)	(1,038)	(1,063)	(1,089)	(1,115)	(1,142)
Replace/make good unit door signage	Allowed 5 units per year		1	1	400	(495)	(507)	(519)	(532)	(544)	(558)	(571)
Replace automatic door closers to entry doors, repair smoke seals	Allowed 5 units per year		1	1	4,000	(4,952)	(5,071)	(5,192)	(5,317)	(5,445)	(5,575)	(5,709)
Replacement of intercom	Allow replacement of 30% every 5 years	10	5	5	74,700		(94,693)					

Description	Maintenance or repair approach	Effective Life	Maintenance/Repairs		Cost Estimate						
			First	Every # Years	Base Cost September 2019	Nov-27	Nov-28	Nov-29	Nov-30	Nov-31	Nov-32	Nov-33
						9	10	11	12	13	14	15
Fire and sound rated elements in walls, floor slabs, penetrations, and the like in common areas	Nominal allowance, something to be spent each year	30	-	-	15,000	(18,569)	(19,015)	(19,471)	(19,938)	(20,417)	(20,907)	(21,409)
Contingency Allowance					**62,400**							
Allow for expenditure on unforseen items			-	-	62,400	(77,247)	(79,101)	(81,000)	(82,944)	(84,934)	(86,973)	(89,060)
ESTIMATED ANNUAL EXPENDITURE (FUTURE VALUES)						**(665,238)**	**(657,520)**	**(444,579)**	**(555,074)**	**(462,090)**	**(542,452)**	**(699,194)**
CUMULATIVE EXPENDITURE (FUTURE VALUES)						**(4,612,842)**	**(5,270,362)**	**(5,714,942)**	**(6,270,015)**	**(6,732,106)**	**(7,274,557)**	**(7,973,751)**
NOMINAL TOTAL PER APARTMENT (FUTURE VALUES)						**(2,004)**	**(1,980)**	**(1,339)**	**(1,672)**	**(1,392)**	**(1,634)**	**(2,106)**
ANNUAL ANNUITY TO COVER 10 YEAR ACCUMULATIVE EXPENDITURE, DISCOUNTED AT INTEREST RATE					**521,557**							
CHECK OF ANNUITY												
ANNUITY CONTRIBUTED						**521,557**	**521,557**	**521,557**	**521,557**	**521,557**	**521,557**	**521,557**
NET AFTER ANNUAL EXPENDITURE						**(143,681)**	**(135,963)**	**76,978**	**(33,516)**	**59,467**	**(20,894)**	**(177,636)**
ACCUMULATIVE SINKING FUND TOTAL, INVESTED AT INTEREST RATE			**Opening Balance - Nov 2019**		**831,739**	**1,046,773**	**924,417**	**1,013,413**	**993,071**	**1,065,447**	**1,058,404**	**894,527**

Lot #	Unit #	Levy entitlement	Levy	Lot #	Unit #	Levy entitlement	Levy	Lot #	Unit #	Levy entitlement	Levy	Lot #	Unit #	Levy entitlement	Levy	Lot #	Unit #	Levy entitlement	Levy
1	1614	44	$ 2,295	81	1306	35	$ 1,825	161	922	32	$ 1,669	241	614	24	$ 1,252	321	302	30	$ 1,565
2	1613	36	$ 1,878	82	1305	37	$ 1,930	162	921	25	$ 1,304	242	613	25	$ 1,304	322	301	24	$ 1,252
3	1612	68	$ 3,547	83	1304	26	$ 1,356	163	920	36	$ 1,878	243	612	25	$ 1,304	323	8	41	$ 2,138
4	1611	57	$ 2,973	84	1303	33	$ 1,721	164	919	34	$ 1,773	244	611	24	$ 1,252	324	7	24	$ 1,252
5	1610	38	$ 1,982	85	1302	33	$ 1,721	165	918	35	$ 1,825	245	610	30	$ 1,565	325	6	24	$ 1,252
6	1609	39	$ 2,034	86	1301	26	$ 1,356	166	917	24	$ 1,252	246	609	30	$ 1,565	326	5	24	$ 1,252
7	1608	52	$ 2,712	87	1224	25	$ 1,304	167	916	31	$ 1,617	247	608	24	$ 1,252	327	4	21	$ 1,095
8	1607	52	$ 2,712	88	1223	25	$ 1,304	168	915	31	$ 1,617	248	607	34	$ 1,773	328	3	21	$ 1,095
9	1606	39	$ 2,034	89	1222	33	$ 1,721	169	914	25	$ 1,304	249	606	33	$ 1,721	329	2	24	$ 1,252
10	1605	38	$ 1,982	**90**	1221	25	$ 1,304	**170**	913	25	$ 1,304	**250**	605	35	$ 1,825	**330**	1	23	$ 1,200
11	1604	57	$ 2,973	91	1220	37	$ 1,930	171	912	25	$ 1,304	251	604	24	$ 1,252	331	331	50	$ 2,608
12	1603	63	$ 3,286	92	1219	35	$ 1,825	172	911	25	$ 1,304	252	603	31	$ 1,617	332	332	48	$ 2,503
13	1602	36	$ 1,878	93	1218	36	$ 1,878	173	910	31	$ 1,617	253	602	31	$ 1,617				
14	1601	50	$ 2,608	94	1217	25	$ 1,304	174	909	31	$ 1,617	254	601	24	$ 1,252				
15	1524	26	$ 1,356	95	1216	32	$ 1,669	175	908	24	$ 1,252	255	524	24	$ 1,252				
16	1523	26	$ 1,356	96	1215	32	$ 1,669	176	907	35	$ 1,825	256	523	24	$ 1,252				
17	1522	34	$ 1,773	97	1214	25	$ 1,304	177	906	34	$ 1,773	257	522	31	$ 1,617				
18	1521	26	$ 1,356	98	1213	26	$ 1,356	178	905	36	$ 1,878	258	521	24	$ 1,252				
19	1520	38	$ 1,982	99	1212	26	$ 1,356	179	904	25	$ 1,304	259	520	35	$ 1,825				
20	1519	36	$ 1,878	**100**	1211	25	$ 1,304	**180**	903	32	$ 1,669	**260**	519	33	$ 1,721				
21	1518	37	$ 1,930	101	1210	32	$ 1,669	181	902	31	$ 1,617	261	518	34	$ 1,773				
22	1517	26	$ 1,356	102	1209	32	$ 1,669	182	901	25	$ 1,304	262	517	24	$ 1,252				
23	1516	33	$ 1,721	103	1208	25	$ 1,304	183	824	25	$ 1,304	263	516	30	$ 1,565				
24	1515	33	$ 1,721	104	1207	36	$ 1,878	184	823	25	$ 1,304	264	515	30	$ 1,565				
25	1514	26	$ 1,356	105	1206	35	$ 1,825	185	822	32	$ 1,669	265	514	24	$ 1,252				
26	1513	27	$ 1,408	106	1205	37	$ 1,930	186	821	25	$ 1,304	266	513	25	$ 1,304				
27	1512	27	$ 1,408	107	1204	25	$ 1,304	187	820	36	$ 1,878	267	512	25	$ 1,304				
28	1511	26	$ 1,356	108	1203	33	$ 1,721	188	819	34	$ 1,773	268	511	24	$ 1,252				
29	1510	33	$ 1,721	109	1202	32	$ 1,669	189	818	35	$ 1,825	269	510	30	$ 1,565				
30	1509	33	$ 1,721	**110**	1201	25	$ 1,304	**190**	817	24	$ 1,252	**270**	509	30	$ 1,565				
31	1508	26	$ 1,356	111	1124	25	$ 1,304	191	816	31	$ 1,617	271	508	24	$ 1,252				
32	1507	37	$ 1,930	112	1123	25	$ 1,304	192	815	31	$ 1,617	272	507	34	$ 1,773				
33	1506	36	$ 1,878	113	1122	32	$ 1,669	193	814	24	$ 1,252	273	506	33	$ 1,721				
34	1505	38	$ 1,982	114	1121	25	$ 1,304	194	813	25	$ 1,304	274	505	35	$ 1,825				
35	1504	26	$ 1,356	115	1120	37	$ 1,930	195	812	25	$ 1,304	275	504	24	$ 1,252				
36	1503	34	$ 1,773	116	1119	34	$ 1,773	196	811	24	$ 1,252	276	503	31	$ 1,617				
37	1502	34	$ 1,773	117	1118	35	$ 1,825	197	810	31	$ 1,617	277	502	30	$ 1,565				
38	1501	26	$ 1,356	118	1117	25	$ 1,304	198	809	31	$ 1,617	278	501	24	$ 1,252				
39	1424	26	$ 1,356	119	1116	31	$ 1,617	199	808	24	$ 1,252	279	424	24	$ 1,252				
40	1423	26	$ 1,356	**120**	1115	32	$ 1,669	**200**	807	35	$ 1,825	**280**	423	24	$ 1,252				
41	1422	33	$ 1,721	121	1114	25	$ 1,304	201	806	34	$ 1,773	281	422	30	$ 1,565				
42	1421	26	$ 1,356	122	1113	26	$ 1,356	202	805	36	$ 1,878	282	421	24	$ 1,252				
43	1420	37	$ 1,930	123	1112	26	$ 1,356	203	804	25	$ 1,304	283	420	34	$ 1,773				
44	1419	36	$ 1,878	124	1111	25	$ 1,304	204	803	32	$ 1,669	284	419	32	$ 1,669				
45	1418	36	$ 1,878	125	1110	32	$ 1,669	205	802	31	$ 1,617	285	418	33	$ 1,721				
46	1417	25	$ 1,304	126	1109	31	$ 1,617	206	801	25	$ 1,304	286	417	23	$ 1,200				
47	1416	33	$ 1,721	127	1108	25	$ 1,304	207	724	24	$ 1,252	287	416	30	$ 1,565				
48	1415	33	$ 1,721	128	1107	35	$ 1,825	208	723	24	$ 1,252	288	415	30	$ 1,565				
49	1414	26	$ 1,356	129	1106	34	$ 1,773	209	722	31	$ 1,617	289	414	24	$ 1,252				
50	1413	26	$ 1,356	**130**	1105	37	$ 1,930	**210**	721	24	$ 1,252	**290**	413	24	$ 1,252				
51	1412	26	$ 1,356	131	1104	25	$ 1,304	211	720	35	$ 1,825	291	412	24	$ 1,252				
52	1411	26	$ 1,356	132	1103	32	$ 1,669	212	719	33	$ 1,721	292	411	24	$ 1,252				
53	1410	33	$ 1,721	133	1102	32	$ 1,669	213	718	34	$ 1,773	293	410	30	$ 1,565				
54	1409	33	$ 1,721	134	1101	25	$ 1,304	214	717	24	$ 1,252	294	409	30	$ 1,565				
55	1408	25	$ 1,304	135	1024	25	$ 1,304	215	716	30	$ 1,565	295	408	23	$ 1,200				
56	1407	36	$ 1,878	136	1023	25	$ 1,304	216	715	30	$ 1,565	296	407	33	$ 1,721				
57	1406	36	$ 1,878	137	1022	32	$ 1,669	217	714	24	$ 1,252	297	406	32	$ 1,669				
58	1405	37	$ 1,930	138	1021	25	$ 1,304	218	713	25	$ 1,304	298	405	34	$ 1,773				
59	1404	26	$ 1,356	139	1020	36	$ 1,878	219	712	25	$ 1,304	299	404	24	$ 1,252				
60	1403	33	$ 1,721	**140**	1019	34	$ 1,773	**220**	711	24	$ 1,252	**300**	403	30	$ 1,565				
61	1402	33	$ 1,721	141	1018	35	$ 1,825	221	710	30	$ 1,565	301	402	30	$ 1,565				
62	1401	26	$ 1,356	142	1017	25	$ 1,304	222	709	30	$ 1,565	302	401	24	$ 1,252				
63	1324	25	$ 1,304	143	1016	31	$ 1,617	223	708	24	$ 1,252	303	324	25	$ 1,304				
64	1323	25	$ 1,304	144	1015	31	$ 1,617	224	707	34	$ 1,773	304	323	24	$ 1,252				
65	1322	33	$ 1,721	145	1014	25	$ 1,304	225	706	33	$ 1,721	305	322	30	$ 1,565				
66	1321	26	$ 1,356	146	1013	25	$ 1,304	226	705	35	$ 1,825	306	321	24	$ 1,252				
67	1320	37	$ 1,930	147	1012	25	$ 1,304	227	704	24	$ 1,252	307	320	34	$ 1,773				
68	1319	35	$ 1,825	148	1011	25	$ 1,304	228	703	31	$ 1,617	308	319	32	$ 1,669				
69	1318	36	$ 1,878	149	1010	31	$ 1,617	229	702	31	$ 1,617	309	318	33	$ 1,721				
70	1317	25	$ 1,304	**150**	1009	31	$ 1,617	**230**	701	25	$ 1,304	**310**	317	23	$ 1,200				
71	1316	32	$ 1,669	151	1008	25	$ 1,304	231	624	24	$ 1,252	311	316	29	$ 1,513				
72	1315	32	$ 1,669	152	1007	35	$ 1,825	232	623	24	$ 1,252	312	315	30	$ 1,565				
73	1314	26	$ 1,356	153	1006	34	$ 1,773	233	622	31	$ 1,617	313	310	30	$ 1,565				
74	1313	26	$ 1,356	154	1005	36	$ 1,878	234	621	24	$ 1,252	314	309	29	$ 1,513				
75	1312	26	$ 1,356	155	1004	25	$ 1,304	235	620	35	$ 1,825	315	308	23	$ 1,200				
76	1311	26	$ 1,356	156	1003	32	$ 1,669	236	619	33	$ 1,721	316	307	33	$ 1,721				
77	1310	32	$ 1,669	157	1002	32	$ 1,669	237	618	34	$ 1,773	317	306	32	$ 1,669				
78	1309	32	$ 1,669	158	1001	25	$ 1,304	238	617	24	$ 1,252	318	305	34	$ 1,773				
79	1308	25	$ 1,304	159	924	25	$ 1,304	239	616	30	$ 1,565	319	304	24	$ 1,252				
80	1307	36	$ 1,878	**160**	923	25	$ 1,304	**240**	615	30	$ 1,565	**320**	303	30	$ 1,565				

Unit Titles (Management) Sale Certificate Determination 2024
Unit Title Sale Certificate
Unit Titles (Management) Act 2011

Units Plan No. 3941 **Unit no**: 119

Unit entitlement: 31 Total unit entitlement: 10000

Unit owner/eligible person: Denise Bullock/

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1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Member	P Wilkinson Manhattan on the Park, 1519/240 Bunda Street, CANBERRA ACT 2601
Member	J Adams 171 Ben Boyd Road, NEUTRAL BAY NSW 2089
Member	J Glynne Manhattan on the Park, 316/240 Bunda Street, CANBERRA ACT 2601

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2. MANAGEMENT

Does the Owners Corporation have a Managing Agent? **YES/NO**
Yes, Agent's name and address:

Grady Strata
Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

02 6251 1214

office@gradystrata.com.au

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3. BOOKS & RECORDS

The Owners Corporation's books, records and corporate register may be inspected at:

Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

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4. INSURANCE

Policy No. HU000061222 63 Chu Underwritters
Type: Strata Broker: Gallagher

Premium: $426,723.01 Paid on: 28/02/2024 Policy start date: 28/08/2024 Next due: 28/08/2025

Cover	*Sum insured*	*Excess*
Building	$262,253,000.00	$5,000.00
Common Property	$2,622,530.00	$5,000.00
Loss of Rent	$39,337,950.00	$5,000.00
Office Bearers Liability	$20,000,000.00	$5,000.00
Catastrophe	$39,337,950.00	$5,000.00
Lot Owners' Fixtures & Improvements	$250,000.00	$5,000.00
Govt. Audit Costs	$25,000.00	$5,000.00

4.1 A copy of the Certificate of Currency is attached.

4.2 A copy of the current insurance valuation report is attached (if available)

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5. CONTRIBUTIONS

5.1 When does the current financial year for contributions begin? 01 Aug 2024

5.2 Contributions due from this unit for the current financial year:
Annual – $7,240.80

Administrative (General) Fund instalments (as determined under S78):

Total amount last determined with respect to the lot		$4,928.40
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 01/10/2024 - 31/12/2024	09 Nov 2024	$1,232.10
Quarterly Admin/Sinking Levy 01/01/2025 - 31/03/2025	01 Jan 2025	$1,232.10
Quarterly Admin/Sinking Levy 01/04/2025 - 30/06/2025	01 Apr 2025	$1,232.10
Quarterly Admin/Sinking Levy 01/07/2025 - 30/09/2025	01 Jul 2025	$1,232.10
Amount owing		$0.00
Interest owing		$0.00
Total amount owing		$0.00
Discount applicable for early payment		0.00%

5.3 Sinking Fund instalments (as determined under S89)

Total amount last determined with respect to the lot		$2,312.40
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 01/10/2024 - 31/12/2024	09 Nov 2024	$578.10
Quarterly Admin/Sinking Levy 01/01/2025 - 31/03/2025	01 Jan 2025	$578.10
Quarterly Admin/Sinking Levy 01/04/2025 - 30/06/2025	01 Apr 2025	$578.10
Quarterly Admin/Sinking Levy 01/07/2025 - 30/09/2025	01 Jul 2025	$578.10
Amount owing		$0.00
Interest owing		$0.00
Total amount owing		$0.00
Discount applicable for early payment		0.00%

Special levies:
None

Balance of Funds Special Purpose Fund $140,671.26

5.4 Total outstanding contributions due for current financial year as at the date of this Certificate – $0.00

5.5 Are there any other outstanding debts owing on this unit? Details as follows:

Details of other debts	Due Date	Amount Due	Amount Outstanding

$	$
$	$
$	$

5.6 Total outstanding contributions and debts as at the date of this Certificate – $0.00

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6. BALANCE OF FUNDS

The balance of funds held for the Owners Corporation at the date of this certificate:

The Balance Sheet for the Corporation at the date of this certificate is attached.

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7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

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8. DEVELOPER CONTROL PERIOD

The developer control period has expired.

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9. SUSTAINABILITY INFRASTRUCTURE

99.6kW solar installed by Owners Corporation and held on behalf of owners in proportional share of the Unit Entitlement. Power delivered to Common Property.

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10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency

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11. PLANNING AND LAND AUTHORITY – CROWN LEASE EXTENSION

The Owners Corporation has/has not applied to the Planning and Land Authority for an extension of the crown lease.

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12. IS THERE A REGULATED SWIMMING POOL ON COMMON PROPERTY?

YES

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13. ARE ANY UTILITIES WITHIN THE BUILDING PART OF AN EMBEDDED NETWORK?

YES

Embedded Network Services: HOT WATER
Embedded Network Provider: ORIGIN/ACTEWAGL/OTHER

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14. HAS THE OWNERS CORPORATION BORROWED FUNDS? YES/NO

If Yes,

Details of Borrowings:

Total Borrowed:
Lending Institution:
Interest Rate:

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15. MINUTES OF MEETINGS OF OWNERS CORPORATION AND EXECUTIVE COMMITTEE

A copy of the Minutes of Meetings is attached.

The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

DATE: 26 November 2024

The Common Seal of
The Owners - Units Plan No .3941
was hereunto affixed in
the presence of



Signature

ACT PROPERTY INSPECTIONS

1116/240 Bunda Street,
Canberra ACT 2601

Report prepared: Monday, November 18th 2024

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



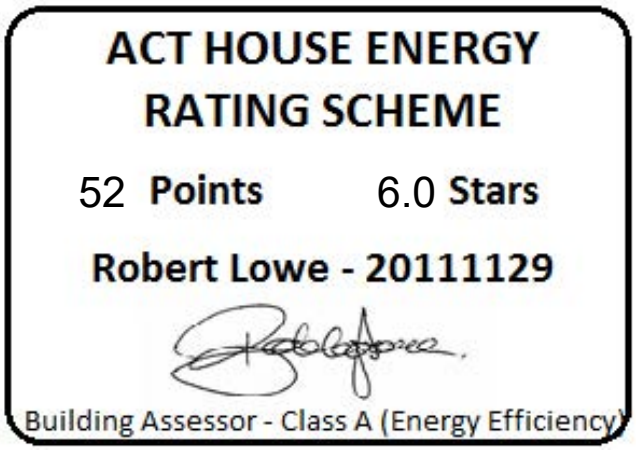
FirstRate Report

HOUSE
ENERGY RATING

YOUR HOUSE ENERGY RATING IS: ★★★★★★ **6 STARS**
in Climate: 24

SCORE: 52 POINTS

Name:	Estate of Denise Bullock	**Ref No:**	59519
House Title:	Unit 119 Block 1 Section 52 CITY	**Date:**	18-11-2024
Address:	1116/240 Bunda Street, Canberra ACT 2601		

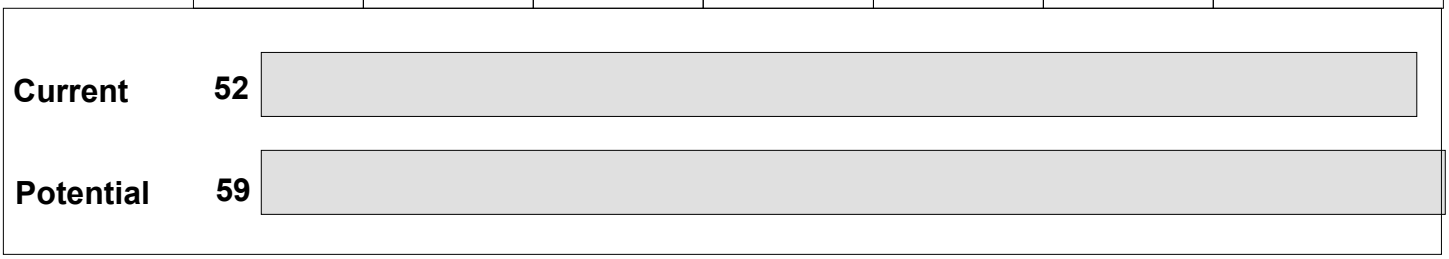


This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

	POOR		AVERAGE		GOOD		V. GOOD
Star Rating	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★
Point Score	-71	-70 -46	-45 -26	-25 -11	-10 4	5 16	17



Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options		**Additional points**
Change curtain to	Heavy Drapes & Pelmets	7

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	**52**	★★★★★★

Largest windows in the dwelling;

Direction : North East

Area : 17 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North East	52	★★★★★★
2. East	49	★★★★★★
3. South East	41	★★★★★★
4. South	40	★★★★★★
5. South West	39	★★★★★★
6. West	46	★★★★★★
7. North West	50	★★★★★★
8. North	52	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 119 Block 1 Section 52 CITY, 1116/240 Bunda Street, Canberra ACT 2601**

Assessor's Name:

Net Conditioned Floor Area: **86.8 m²**

Feature						Points		
						Winter	Summer	Total
CEILING						**15**	**0**	**15**
Surface Area:	117	Insulation:	-103					
WALL						**6**	**-2**	**4**
Surface Area:	0	Insulation:	7	Mass:	-3			
FLOOR						**20**	**-5**	**15**
Surface Area:	19	Insulation:	-7	Mass:	3			
AIR LEAKAGE (Percentage of score shown for each element)						**9**	**0**	**9**
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	48 %					
Exhaust Fans	29 %	Doors	4 %					
Down Lights	0 %	Gaps (around frames)	19 %					
DESIGN FEATURES						**0**	**-1**	**-1**
Cross Ventilation	-1							
ROOF GLAZING						**0**	**0**	**0**
Winter Gain	0	Winter Loss	0					
WINDOWS						**-5**	**-4**	**-8**

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	17	19%	-24	19	-4	-8
Total	17	19%	-24	19	-4	-8

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 1 point			Winter	Summer	Total
RATING	★★★★★★	**SCORE**	**45**	**-12**	**52***

*** includes 19 points from Area Adjustment**

Detailed House Data

House Details

ClientName	Estate of Denise Bullock
HouseTitle	Unit 119 Block 1 Section 52 CITY
StreetAddress	1116/240 Bunda Street, Canberra ACT 2601
FileCreated	18-11-2024

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	68.2m²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	21.8m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: Metal Clad	No	R3.4	6.5m	2.7m
2	Framed: FC Sheet Clad	Yes	R2.5	13.3m	2.7m
4	Framed: FC Sheet Clad	Yes	R2.5	7.7m	2.5m
3	Framed: FC Sheet Clad	No	R3.0	20.5m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	90.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NE	2.6m	3.2m	No	DG2	ALIMPR	HB	No	2.7m	2.7m	0.0m
2	NE	2.6m	3.2m	No	DG2	ALIMPR	HB	No	2.7m	2.7m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	NE	2.6m	3.2m	0.0m	0.0m	0.0m	0.0m	10.0m	8.5m	0.0m	0.0m
2	NE	2.6m	3.2m	0.0m	0.0m	0.0m	0.0m	10.0m	8.5m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Poor

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

Sealed	UnSealed

Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

ACT PROPERTY INSPECTIONS

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non-Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2024 To: 4.00pm on 30/03/2025
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	**Section 1: General Public & Products Liability** **$20,000,000** Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and **$20,000,000** Our total aggregate liability during any one period of insurance for all claims arising out of Your Product **Section 2: Professional Indemnity** **$5,000,000** Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. **$10,000,000** Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 22 March 2024

TAX INVOICE

Estate of Denise Bullock
1116/240 Bunda St
CANBERRA ACT 2601
AUSTRALIA

Invoice Date
18 Nov 2024

Invoice Number
INV-59519

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	349.59	10%	349.59
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	40.45	GST Free	40.45
			Subtotal	390.04
			TOTAL GST 10%	34.96
			TOTAL AUD	**425.00**

Due Date: 25 Nov 2024
Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit
BSB: 012084
Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

View and pay online now

Swimming Pool Disclosure Statement

Location	Units Plan #	Block	Section	Division/District	UP Class
	3941	1	52	CITY	A

The Owners Corporation discloses, to the best of their ability and knowledge, that:

	Disclosure:
Location of Swimming Pool	Level 3 – Central Courtyard
UP Registration Date (approx. built date)	23 August 2013
Building approval for the premises was granted (if the Premises were built by the current owner)	Unknown – Installed during construction of Units Plan 3941.
Was Building Approval issued at any time for the swimming pool?	Unknown – Assume yes, as part of original build.
Have any alterations occurred to the swimming pool and swimming pool area?	Nil.

Standing exemptions:	Disclosure:
Does a standing exemption apply to the pool?	No.

Note: The Owners Corporation is presently seeking to undertake an inspection and certificate for compliance of the pool. This is expected to be fully complete by 30 June 2024, however is not currently aware of any non-compliance with relevant legislation regarding pool safety and access restrictions.

Australian Capital Territory

Building (Obligations on owners of premises with a regulated swimming pool) Guidance Material 2024

Notifiable instrument NI2024–215

made under the

Building Act 2004, s 83H (Guidance about obligations on owners)

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1 Name of instrument

This instrument is the *Building ((Obligations on owners of premises with a regulated swimming pool) Guidance Material 2024*.

2 Commencement

This instrument commences on 1 May 2024.

3 Guidelines

I make the guidance material about the obligations for owners of premises on which a regulated swimming pool is located at schedule 1.

Rebecca Vassarotti MLA
Minister for Sustainable Building and Construction
29 April 2024

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

Schedule 1

(see s 3)

Pool owner guidance material



Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
  - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
  - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the Home Swimming Pool Safety Reforms webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the *Heritage Act 2005*	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the Home Swimming Pool Safety Reforms webpage on the ACT Government planning website: https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms

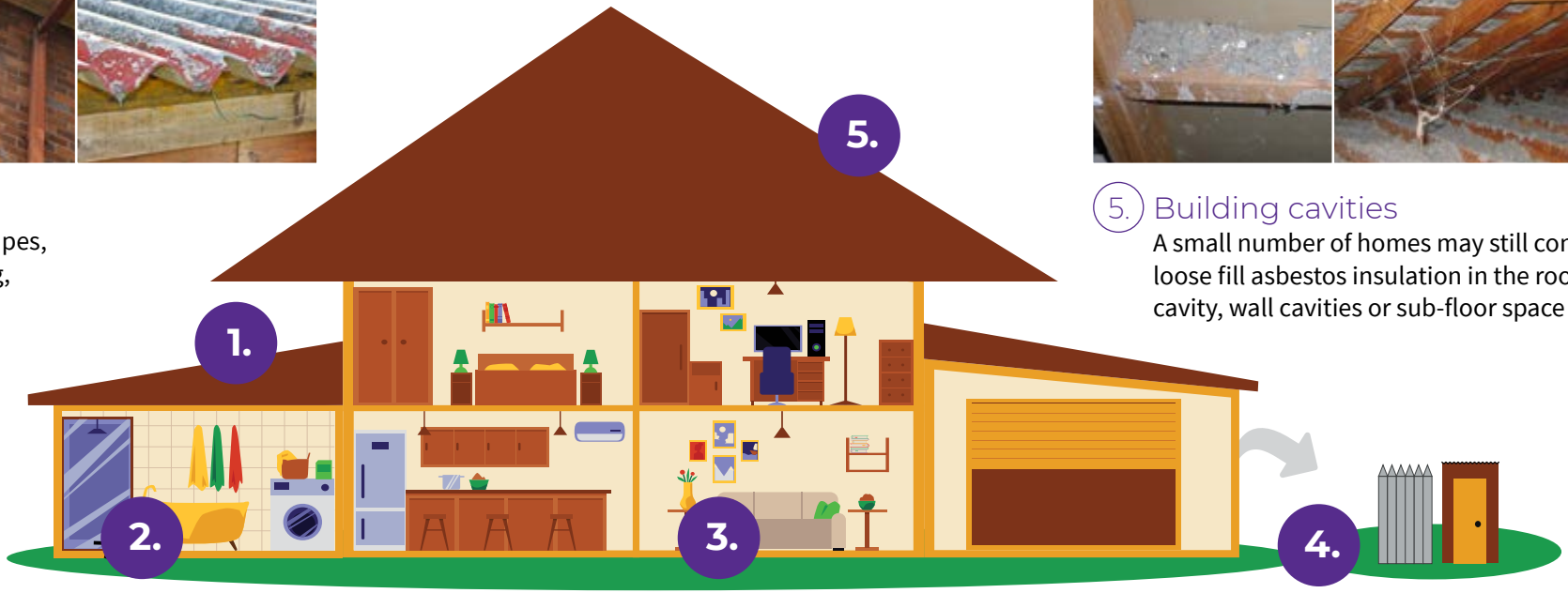
If a home was built before 1990
it may contain dangerous asbestos material

ACT Government

Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes, ridge capping, eaves, cladding, electrical switchboards





5. Building cavities
A small number of homes may still contain loose fill asbestos insulation in the roof cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay, textured paints, insulation in domestic heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or dumped waste, letterboxes, swimming pools

If a home was built before 1990
it may contain dangerous asbestos material

ACT Government

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

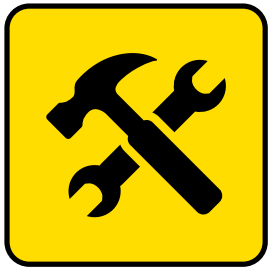
Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation

Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.