

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		183	3941	1	52	City
		and known as 824/240 Bunda Street, City ACT 2601				
Seller	Full name	Pamfilo Majadas & Maria Teresa Majadas				
	ACN/ABN					
	Address	77 Polwarth Circuit, Dunlop, ACT 2615				
Seller Solicitor	Firm	Velocity Conveyancing Belconnen				
	Email	sandra@legalx.com.au				
	Phone	02 6175 0961	Ref 60V:956RV:72790 Sandra Forrest			
	DX/Address	GPO Box 3004, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	eva@hiveproperty.co				
	Phone	0415 668 718	Ref Eva Bono			
	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				
Goods	Description	Fixed floor coverings, light fittings and window treatments as inspected				
Date for Registration of Units Plan		N/A				
Date for Completion		On or before 30 days from the date of exchange				
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)				
	Balance	☐ Deposit by Instalments (clause 52 applies)				
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	\$ 660(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	Grady Strata	Phone	02 6251 1214
Address	PO Box 3197 Manuka ACT 1214		

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.

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.

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;

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 the *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);

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.

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. 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.

- 4.4 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

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;

- (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;

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 to 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

- 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

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

- 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

* Alter as necessary

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:

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

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.

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

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

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.

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:

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.

* Alter as necessary

- 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.

Block 1 Section 52.1
824/240 Bunda Street, City ACT 2601

Special Conditions

54. Inconsistency

- 54.1 In the event that these Special Conditions are inconsistent with any standard condition, the former will, to the extent of any inconsistency, prevail.

55. Amendments to Printed Terms

- 55.1 Notwithstanding any other clause in this agreement:
- 55.1.1 Clause 17.1.1 delete 5% and replace it with \$1000.00.
 - 55.1.2 Clause 17.1.2 (b) is deleted in its entirety.
 - 55.1.3 Clause 22.1.1 is amended as follows: "if the defaulting party is the Seller, interest on the Price at the rate of 0% per annum, calculated on a daily basis from the date 7 days after the Date for Completion".
 - 55.1.4 Clause 22.1.2 "if the defaulting party is the Buyer, interest on the Price at the rate of 10% per annum, calculated on a daily basis from the date 7 days after the Date for Completion".
 - 55.1.5 Clause 28.2 delete 5% and replace it with \$1000.00.
 - 55.1.6 Clause 53.6.2 delete the words "7 days prior to Completion" and replace with '1 day prior to Completion'.

56. Electronic Transactions

- 56.1 If the parties agree that this Contract is to be an electronic transaction, then the following will apply:
- 56.1.1 Each party consents to:
 - (a) The electronic signing of this Contract; and
 - (b) The electronic exchange of this Contract
 - 56.1.2 The parties warrant that:
 - (a) The electronically signed and exchanged Contract; and
 - (b) If reasonably required by any party, a printout of the Contract which has been electronically signed and exchanged;Is sufficient evidence of:
 - (c) The parties' intention to enter into and be bound by the Contract;
 - (d) The parties' consent to conducting this Contract electronically; and
 - (e) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.
 - 56.1.3 The parties acknowledge and agree that:
 - (a) This special condition does not diminish the obligations of the parties to:
 - (i) Provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the Land Titles Act 1925 (ACT);
 - (ii) Sign and duly attest, in accordance with Civil Law (Property) Act 2006 (ACT):
 - (A) Documents, pursuant to a power of attorney; and
 - (B) Deeds generally; and
 - (b) The parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

57. Payment of the Deposit by Electronic Means

- 57.1 Clause 52 of the printed terms of the Contract are amended as follows:
- (a) insert the words ", Electronic Funds Transfer or by Macquarie Bank DEFT Auction Pay (if

available and offered by the Stakeholder to the Buyer)” after the words “by cheque” at clause 52.3.1;

- (b) insert the words “or” after “on first presentation” at the end of clause 52.5.2;
- (c) insert a new clause 52.5.3 as follows:

“52.5.3 paid by Electronic Funds Transfer but the First Instalment of the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00 pm Eastern Standard Time NSW/ACT two (2) Business Days following the date of this Contract, or if a notification has been received by the Stakeholder or Seller that the payment has been dishonoured; or”

- (d) insert a new clause 52.5.4 as follows:

“52.5.4 paid by Macquarie Bank DEFT Auction Pay but the First Instalment of the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00 pm Eastern Standard Time NSW/ACT three (3) Business Days following the date of this Contract, or if a notification has been received by the Stakeholder or Seller that the payment has been dishonoured,”

57.2 The Buyer agrees that:

- (a) if above clause 52.5.3 applies and without limiting the Seller’s rights under clause 52 of the printed terms of this Contract, the Buyer warrants that:
 - (i) the Buyer will immediately provide to the Stakeholder, a screenshot, photo, email or SMS notification or other receipt provided by their bank evidencing funds totalling the First Instalment of the Deposit have been transferred out of the Buyer’s bank account (or accounts) into the bank account nominated by the Stakeholder;
 - (ii) funds totalling no less than the First Instalment of the Deposit must be clear and remain available to be debited from the Buyer’s bank account (or accounts) for up to two (2) Business days following the date of this Contract, until the funds leave the Buyer’s bank account (or accounts) balance;
 - (iii) the Buyer will not cancel, stop or otherwise impede the transfer of funds as described in clause 52.5.3 by any method; and
 - (iv) upon receipt of a notification by any means that the transfer of funds described in clause 52.5.3 has been dishonoured, the Buyer must immediately notify the Stakeholder.
- (b) if above clause 52.5.4 applies and without limiting the Seller’s rights under clause 52 of the printed terms of this Contract, the Buyer warrants that:
 - (i) the Buyer will immediately provide to the Stakeholder, a screenshot, photo, email or SMS notification or other receipt provided by Macquarie Bank DEFT Auction Pay evidencing funds totalling the First Instalment of the Deposit have been requested to be debited from the Buyer’s bank account (or accounts);
 - (ii) the bank account number or account numbers provided for the purposes of processing a Macquarie Bank DEFT Auction Pay transfer belong to an account (or accounts) that:
 - A. is a direct debit enabled account;
 - B. is an account held by an Authorised Deposit Taking Institution registered

with the Australian Prudential Regulation Authority;

- C. contains funds accessible and able to be debited by direct debit for no less than the amount of the First Instalment of the Deposit for up to three (3) Business Days following the date of this Contract, until the funds leave the Buyer's bank account (or accounts) balance; and
 - D. has a daily transfer limit for direct debit payments of no less than the First Instalment of the Deposit.
- (iii) the Buyer will not cancel, stop or otherwise impede the transfer of funds as described in clause 52.5.4 by any method; and
 - (iv) upon receipt of a notification by any means that the payment transfer arranged by Macquarie Bank DEFT Auction Pay has been dishonoured, the Buyer must immediately notify the Stakeholder.

58. Deposit Bonds

- 58.1 In this Agreement, the word "Bond" means the bond or bank guarantee issued to the Buyer at the request of the Seller in a form reasonably acceptable to the Seller.
- 58.2 Subject to paragraphs (58.3) and (58.4) below, the delivery of the Bond to the Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- 58.3 The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this Agreement or at such other time as may be provided for the deposit to be accounted for to the Seller.
- 58.4 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 provider of the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Agreement to hold the deposit.
- 58.5 The Buyer and Seller acknowledge that payment by the provider of the Bond, under the Bond, shall, only to the extent of the amount paid, be in satisfaction of that portion of the Buyer's obligation to pay the deposit under paragraph (58.4) above and does not extinguish, limit or satisfy any claim the Seller may have under the Agreement, greater than the amount paid under the Bond.
- 58.6 If 7 days prior to the expiration of the term of this Bond or if extended, then 7 days prior to the expiration of the extended period of the Bond the Buyer has not either:
- (a) completed this Contract; or
 - (b) delivered to the Seller's solicitors a Bond in identical terms for an extended period;
- or
- (c) paid the amount covered by the Bond as deposit to the stakeholder
- 58.7 the Buyer shall be in default. If the Buyer is in default under any provision of this subclause then immediately and without the notice otherwise necessary under Clause 18 or otherwise the provisions of Clause 19 will apply.

59. Auctions

- 59.1 These are the terms upon which the auction for the sale of the Property will be conducted
- 59.1.1 The auctioneer may make 1 bid for the seller of the Property at any time during the auction.

- 59.1.2 Each person bidding must be entered on the bidder's record.
- 59.1.3 The auctioneer may refuse any bid.
- 59.1.4 The auctioneer may decide the amount by which the bidding is to be advanced.
- 59.1.5 The auctioneer may withdraw the property from sale at any time.
- 59.1.6 The auctioneer may refer to a bid to the seller at any time before the end of the auction.
- 59.1.7 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.
- 59.1.8 If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 59.1.9 The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 59.1.10 The highest recorded bidder will be the buyer, subject to any reserve price.
- 59.1.11 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.
- 59.1.12 The buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

NOTICE TO ALL PROSPECTIVE BUYERS

Please note that the seller reserves the right to vary this Contract without notice at any time up to the commencement of the auction.

60. Adjustments

- 60.1 If settlement is not completed on or before the Date of Completion as noted in the Schedule due to delay or default caused by the buyer:
 - 60.1.1 The buyer will be liable for all land charges including but not limited to general rates, water rates, body corporate levies and land tax from the date of completion as per the schedule notwithstanding anything in clause 8 of the ACT Law Society Contract pages.
 - 60.1.2 The seller will be entitled to all Income in relation to the subject premises up to and including the date of completion.
 - 60.1.3 In the event of an error or omission in relation to the adjustments, the parties agree to adjust any amount owed between themselves after completion.
 - 60.1.4 In the event settlement is booked in with the seller's bank and then cancelled or rescheduled due to no fault of the seller, the buyer will allow on completion an adjustment in favour of the seller any fees incurred by the bank associated with the cancellation and re-booking.

61. Guarantee

- 61.1 In the event that the Buyer is not a natural person the Directors Guarantee Annexed to this Agreement for

Sale and marked 'A' must be signed by at least one of the Buyer's Directors at the same time as executing this Agreement for Sale.

61.1.1 The office holder of the Buyer warrants that they have the authority to enter into this agreement on behalf of the Buyer.

Annexure A – Director's Guarantee

I/We (name of Director/s)

..... Of (address)

.....

Agree as follows:

1. I am/We are Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller:
 - a. The performance and observance by the Buyer of all of its obligations under this Contract before, on and after Completion of this Contract; and
 - b. The payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
 - a. My/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - b. Any indulgence, waiver, or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - c. Completion of this Contract.
4. 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 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 proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. 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: day of 20

Signed sealed and delivered in the presence of:

X

Name of Witness in full

X

Signature of Witness

Director Sign

X

Name of Director in Full

X

Signature of Director

X

Name of Director in full

X

Signature of Director

Signed sealed and delivered in the presence of:

X

Name of Witness in full

X

Signature of Witness

Director Sign

X

Name of Director in full

X

Signature of Director

NOTE

All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.

X

Name of Director in full

X

Signature of Director

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

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

Unit 183 (Class A) entitlement 25 of 10000, 3 subsidiaries

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

Unit 183 (Class A) entitlement 25 of 10000, 3 subsidiaries

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

Proprietor

Pamfilo Majadas

C/- Indendent Property Management GPO Box 1539, Canberra ACT 2601

Maria Teresa Majadas

C/- Indendent Property Management GPO Box 1539, Canberra ACT 2601

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
01/11/2013	1887751	Mortgage to Commonwealth Bank of Australia
28/04/2014	1912996	Correction to the Register - Affecting Unit 312 only

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

NOTIFICATION**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.

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

AUSTRALIAN CAPITAL TERRITORY

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
03/12/2024	3350898	Application to Note Special Resolution - Refer Instrument

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.

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ACT
Government

**Access
Canberra.**



SR\$3350898

15/11/2024 14:21:32 McCa J

Chief Minister

3350898

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Capital Settlement Services	genny@settlementservices.com.au	GRADY	0418 662 109

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2104: 90	CITY	108 52	1	3941

DETAILS OF RULES BEING REGISTERED

DATE MEETING HELD (must be registered within 3 months)

HOUSE RULES

1 October 2024

SUPPORTING DOCUMENTATION

(Please select appropriate item – Original signed copy must be supplied)

COMMON SEAL OF OWNERS CORPORATION

(Seal may be affixed)

- ☒ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution/Motion
☐ Sealed copy of Alternate Rules
☐ Other (specify) -



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 law and any Prescribed Requirement.

Signed By: Cara Lea Grady

<Name of certifying party> Grady Strata and Facilities
<Capacity of certifying party> strata manager

for: <Company name> Grady Strata and Facilities
on behalf of the Registered Proprietor/Managing Agent

WITNESS GERARD ELLEM

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	03/12/2024

VOI category 3 sighted LMT 03/12/2024

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ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2104: 90	CITY	103 52	1	0	

ANNEXURE TO (insert dealing type)

TOTAL NUMBER OF PAGES IN ANNEXURE

094 - SR

49

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)

THE OWNERS Unit5 Plan No: 3941



**ANNUAL GENERAL MEETING MINUTES
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 1st October 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 in Person & Via Zoom: Representatives for Units: 3, 305, 316, 320, 321, 422, 501, 510, 515, 519, 701, 705, 722, 815, 816, 817, 823, 906, 910, 920, 1008, 1102, 1112, 1214, 1222, 1310, 1305, 1308, 1310, 1319, 1323, 1411, 1414, 1417, 1419, 1422, 1505, 1513, 1519, 1609, 1610

In attendance: Michael Grady & Radhika Sabharwal– Grady Strata & Facilities

Proxies: Representatives for Units: 320, 1217

Absentee Voting Forms: 306, 711, 808, 1517, 1611

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 outlined the operational requirements of the meeting owing to the electronic methods adopted, noting particularly that voting would be undertaken via Zoom with additional to be provided via the chat function for representatives with multiple units or proxies. In-person votes would be cast by raising the voting paddles for each motion.

The managing agent advised that a quorum had not been achieved and therefore the meeting would officially re-commence at 6:30pm.

The managing agent gave an overview of the critical issues addressed with the support of the Executive Committee, as well as an outline of the ongoing projects planned for the new financial year.

Motion 1: Minutes of General Meeting 29 May 2024 (Ordinary Resolution)

Motion 1: "That the minutes of the GM held on the 29th of May 2024 be confirmed as an accurate record of that meeting."

Motion Carried

Motion 2: Financial Statements (Ordinary Resolution)

Motion 2: "That the Owners - UP 3941 RESOLVE to accept the audited financial statements for the period ending 31 July 2024 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 Hardwicks 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 Corporation RESOLVE to update the Sinking Fund Plan to:

- Bring forward \$439,200 of funds allocated to Item 23 of the Sinking Fund Plan from 2026 to 2024 to address planter box leaks on L3.*
- Bring forward \$121,551 of funds allocated to Item 46 of the Sinking Fund Plan from 2026 to 2024 to address necessary safety repairs to the mod-wood decking."*

The meeting noted that the proposal to bring these items forward is to address insurers concerns with respect to the Level 3 leaks and potential safety concerns with the supports of the mod-wood decking. It is anticipated both projects will be completed after the swimming season concludes.

Motion Carried

Motion 5: 1 August 2024 to 31 July 2025 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 \$1,863,245.74 for the period of 1 August 2024 to 31 Jul 2025 and that a contribution be determined to the Administrative Fund of \$1,445,245.74 (plus GST) to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 9 November 2024, 1 January 2025, 1 April 2025 and 1 July 2025."

Motion Carried

Motion 6: 1 August 2024 to 31 July 2025 Sinking Fund Budget & Levy (Ordinary Resolution)

Motion 6: "That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt a Sinking Fund expenditure budget of \$1,147,638.83 for the period of 1 August 2024 to 31 Jul 2025 and that a contribution be determined to the Sinking Fund of \$678,086 (plus GST), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 9 November 2024, 1 January 2025, 1 April 2025 and 1 July 2025."

Motion Carried

Motion 7: Cladding Special Purpose Fund (Special Resolution)

Motion 7: "That the Owners – Units Plan 3941 RESOLVE by Special Resolution to adopt a Cladding Special Purpose Fund expenditure budget of \$137,704.93 for the period of 1 August 2024 to 31 Jul 2025."

The meeting noted that the intent of this motion is to address redemption of securities against the contract with Project Coordination Australia Pty Ltd and remediation of defects utilizing those funds. Dowse have been engaged for this purpose and have tendered the work to the market. Indicative cost of the repairs falls slightly below the amount of security held.



Motion Carried by Special Resolution

Motion 8: Insurances (Ordinary Resolution)

Motion 8: "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 28 August 2024 – 28 August 2025, and agree for the policy/s to be adjusted on renewal in consultation with the Executive Committee for the following renewal period."

The meeting noted that a for the first time in several years a 12-month insurance policy was able to be sourced from the market following removal and replacement of flammable cladding on the façade and in the basements. Defects remain a concern for the insurers and the Owners Corporation is regularly updating the insurer on those matters.

Motion Carried

Motion 9: Rule Amendments (Special Resolution)

Motion 9: "That the Owners – UP 3941 RESOLVE by Special Resolution to repeal the existing Rules of Units Plan 3941 (except those not permissible under Legislation) and adopt the Draft Rules supplied with the 2024 Annual General Meeting Package as the Owners Corporations Rules."

The meeting note that the Executive Committee had updated the Rules as requested by Owners at recent General Meetings, with an opportunity for feedback provided to all owners. The relevant feedback received and any amendments made following that feedback was provided to all owners in advance of the meeting for consideration.

The meeting noted that the Rules will be registered against the buildings title upon expiry of the Reduced Quorum Period.

Motion Carried by Special Resolution

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS

The meeting noted that the Owners Corporation has delegations in place to Grady Strata, which are provided under contract with Grady Strata & Facilities. A copy of this contract is available via email request to Grady Strata.

The meeting noted that two sub-committee are in operation, a facilities working group and a defects working group. The delegations and authorities of these sub-committees are reviewed and updated at the first EC Meeting of the incoming EC and noted within those minutes.

MAINTENANCE ISSUES & CONTRACTS

The meeting noted that routine maintenance has continued to be undertaken in accordance with the routine maintenance schedule, which is reviewed by the Facilities Management and sub-committee on an ongoing basis that includes items such as carpet cleaning, tile scrubbing, external window cleaning, hot water system preventative maintenance and repair etc.



The meeting noted that several on ongoing maintenance contracts include those for window cleaning and general building cleaning, have been tendered throughout the year.

The meeting noted window cleaning is scheduled for the coming week. The managing agent will coordinate with the contractors to address the façade leaks in the listed units while they are abseiling.

MAINTENANCE PLAN

The meeting noted that the maintenance plan drafted by Wise Choice which is in accordance with the Sinking Fund Plan that includes monthly, quarterly, 6-monthly, annually and a longer-term maintenance schedule and a description of the type of maintenance required to each asset. A copy of the maintenance plan is available via the Owners Portal or on request via email to Grady Strata.

STRUCTURAL DEFECTS

The meeting noted that there will be a continuous work to progress the defects matters. A new Rectification Order has been issued to the builder for defects related to fire safety, particularly passive fire defects within the property, alongside the first rectification order which includes balcony waterproofing repairs, glazing replacement and crack injection works. The meeting requested Owners to submit items for consideration if they see any unusual cracking within the building.

FIRE SAFETY REVIEW

The meeting noted that the buildings fire equipment and assets are presently being serviced in accordance with the relevant Australian Standards by O'Neil & Brown Fire.

INSURANCE CLAIMS

The meeting noted that the outstanding insurance claim for the solar panels, which were damaged by the hailstorm 2021, has now been resolved. The panels have been replaced, and the claim has now been closed. Panels were replaced with like-for-like panels to the existing (high quality) panels, but the inverters have been upgraded to minimize string runs in the panels.

The meeting noted there are no active insurance claims.

GENERAL BUSINESS

Motion 10: Election of Executive Committee (Ordinary Resolution)

Motion 10: "The Owners Corporation agree to create 7 Executive Committee positions."

Motion Carried

Motion 10.1: "That the Owners Corporation agree to appoint Jeanette Adams, Peter Wilkinson and Jamie Glynn to stand as an Executive Committee Members until the next Annual General Meeting."

Motion Carried



OTHER BUSINESS

1. The meeting **considered** an options paper from the Committee with respect to parcel delivery and collection. The meeting **informally agreed** that no actions or alternatives will be considered at this time.
2. The meeting **noted** that residents have been discarding items in the lift. To address this nuisance, the upcoming Executive Committee will consider enhancing security by installing additional CCTV cameras.
3. The Committee **noted** that there has been a recent spate of mailbox break-ins and the Strata Manager is working with ACT Policing to try and identify the culprits.

Meeting closed at 8:05pm



UNITS PLAN 3941

'MANHATTAN ON THE PARK'

240 BUNDA STREET CANBERRA CITY ACT 2601

OWNERS CORPORATION HOUSE RULES

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UNITS PLAN 3941 – ‘Manhattan on the Park’

Version 1.1 – September 2024

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1.1. General

1.1.1. These rules have been registered on title for Units Plan 3941 and are agreements under seal between an Owners Corporation and each of its members, and between each member and each other member, under which the Corporation and its members agree to be bound by the rules of the Corporation. They have been established for the mutual benefit of all residents, both owners and tenants, maximise the convenience, comfort, and privacy of the residents of Units Plan 3941.

1.1.2. At all times and in all matters, the Schedule of the Unit Titles (Management) Act 2011 applies.

1.1.3. These rules are to be included as an integral part of any leasing arrangement between a unit owner and the tenant. Owners who lease properties must provide tenants with a copy of these House Rules, so that breaches do not occur. Owners are ultimately responsible for breaches to their units and its residents or occupiers.

1.2. Notes

1.2.1. Access: The Owners Corporation (and Building Manager) is unable to provide access to residents if locked out of the building at any time (including after hours).

1.2.2. Building Management Platform: From time to time the Owners Corporation may designate a Building Management Platform as a formal actionable channel between the Manager of the Owners Corporation and its owners and residents.

1.2.3. Owners, their representatives and residents are responsible to ensure they have access to this portal, to engage with these functions.

1.3. Electronic Notices

1.3.1. A unit owner shall provide the Owners Corporation with:

1.3.1.1. an email address to contact the unit owner; or

1.3.1.2. written notice they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and/or the Executive Committee.

1.3.2. On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and/or the Executive Committee.

1.3.3. A notice, sent by email, will be deemed to have been received by the unit owner at the time it was sent; if sent after 5:00pm on a Business Day, then on the next Business Day.

1.4. Complaints

1.4.1. A resident or owner wishing to report an infringement of these Rules, need to report the matter in writing to the Building Manager as soon as possible. Verbal and/or anonymous complaints will not be acted upon.

1.4.2. The Owners Corporation can only act if the complaint is in writing. Complainants should identify the alleged offender, or their unit number, as well as the time, date, and nature of the complaint.

1.4.3. Incidents that infringe laws of the ACT, such as noisy parties, public indecency or trespassing, are to be referred directly to ACT Policing. Police attendance can be requested on 131 444. In an emergency dial triple zero (000) for Police, Fire or Ambulance.

2.1. Definitions

2.1.1. See Appendix A for definitions applicable to these Rules.

2.2. Interpretation

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

2.2.2. The word "includes" in any form is not a word of limitation.

2.2.3. As outlined in Part 3 of Unit Titles (Management) Act 2011 - 'Functions of Owners Corporations' -an Owners Corporation for a unit plan has the following functions:

2.2.3.1. The enforcement of its Rules;

2.2.3.2. The control, management, and administration of the common property; and

2.2.3.3. Any other function given to the Corporation under (the Unit Titles (Management) Act 2011) or another Territory law.

2.3. Failure to Comply with Rules

2.3.1. If the Executive Committee reasonably believes an occupier of a unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give the unit owner and the occupier written notice:

2.3.1.1. specifying the contravention of the Act or the rules; and

2.3.1.2. requesting that the contravention is remedied by the unit owner with a specified timeframe.

2.3.2. If a contravention is not remedied by the unit owner within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a unit to carry out any act which the owner/occupier was required to have done to remedy the contravention.

2.3.3. The Executive Committee may also enter a unit to carry out any act which the owner/occupier has not reasonably executed to remedy the contravention. Such actions must be approved by the Executive Committee via Resolution, acting reasonably in the circumstances.

2.3.4. As outlined in Section 31 of the Unit Titles Management Act, the Owners Corporation may recover money a unit owner owes it under these Rules as a debt payable on demand.

2.3.5. The rights of the Owners Corporation, under this Rule, are in addition to those it has under the Unit Titles (Management) Act 2011.

2.4. Administrative Fee

2.4.1. Where the Executive Committee on behalf of the Owners Corporation has taken action under Rule 2.3, the Owners Corporation may charge the unit owner an administrative fee.

2.4.2. The administrative fee is the reasonable costs incurred by the Owners Corporation in taking this action and will be recovered on behalf of the Executive Committee by the Manager of the Owners Corporation.

3.1. General

3.1.1. The use of the term 'unit owner / occupier' throughout these Rules includes 'unit owner, occupier, tenant, resident, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee'.

3.1.2. The tenant occupying a unit let by the unit owner, is required to abide by rental laws in the ACT as set out in the Residential Tenancies Act 1997.

3.1.3. All unit owners / occupiers are to abide by these Rules.

3.1.4. It is the responsibility of the unit owner to ensure a reference to these Rules are within all unit tenancy agreements and that all tenants/residents are aware of their requirements to abide with these Rules. Any breaches or notifications will be directed to the unit owner.

3.1.5. It is the responsibility of the unit owner to provide these rules and regulations to the occupier or user of a unit and ensure they are aware of their requirements to abide by these Rules. The owners responsibility to provide these rules extends to any tenant including short-term rental situations, such as Airbnb. Any breaches or notifications will be directed to the unit owner.

3.2. Payment of Rates and Taxes

3.2.1. A unit owner must pay all rates, levy contributions raised by the Owners Corporation, taxes, and any other amount payable for the unit by required due date.

3.2.2. As outlined at Part 3 of Unit Titles (Management) Act 2011 - 'General Meetings' — a unit owner must ensure all monies owing to the Owners Corporation are paid in full to qualify to vote on any motion requiring an Ordinary or Special Resolution at a General Meeting.

3.3. Illegal Use of Unit

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

3.4. Use of Unit—Nuisance, Annoyance or Hazard

3.4.1. A unit owner must not use the unit, its subsidiaries or common property, or permit a unit, its subsidiaries or common property, to be used in a way that causes a nuisance, substantial annoyance or hazard to an occupier of another unit or an occupier using common property.

3.4.2. A dispute between unit owners as to whether a use causes a hazard, nuisance, or substantial annoyance to an occupier of another unit or on common property, may be referred to the Executive Committee for determination.

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

3.4.4. 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, where permission may be:

3.4.4.1. given subject to stated conditions; and

3.4.4.2. withdrawn by special resolution of the Owners Corporation.

3.5. Change in Use of Unit – Commercial or Business

3.5.1. A Unit Owner must notify the Owners Corporation, through the Manager of the Owners Corporation, if the Unit Owner wishes to change the existing use of a Unit. The following changes of use must be notified:

3.5.1.1. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out in the Unit, or results in the Unit being used for commercial or industrial purposes rather than residential purposes

(e.g. laundry services, commercial childcare arrangements, physical sales services, retail use, etc.); or

3.5.2. The notice must be given to the Manager of the Owners Corporation, in writing, 21 days at minimum before the change occurs or a lease or sublease and must obtain agreement from the Owners Corporation.

3.5.3. The Manager of the Owners Corporation will maintain a register of notified uses beyond residential long-term accommodation.

3.5.4. The Unit Owner must ensure compliance with the Rules, any Policy of the Owners Corporation, and any law of the Territory.

3.5.5. The Unit Owner or Occupier of a Unit must ensure that the Unit is not used for any purpose that is prohibited by law.

3.5.6. The Unit Owner or Occupier of a Unit must ensure that the Unit is not occupied by more persons than are allowed by Territory law to occupy the Unit.

3.5.7. The Unit Owner or Occupier of a Unit must ensure that the use of the Unit is permitted under the Lease Purpose Clause for the property.

4.1.1. Unit Maintenance & Repairs

4.1.1. A unit owner must ensure that the unit is in a state of good repair.

4.1.2. 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.

4.2. Exterior Maintenance & Cleaning

4.2.1. A unit owner must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat, and tidy condition.

4.2.2. A unit owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless the:

4.2.2.1. Owners Corporation resolves that it will keep the glass or specified part of the glass clean; and

4.2.2.2. glass or part of the glass cannot be accessed by the unit owner safely.

4.2.3. It is the responsibility of the unit owner to ensure that their cleaning process does not allow water to run/drip onto the balcony or penetrate the unit adjacent or below. In addition, water is not to penetrate the common property or another unit (or otherwise damage common areas/property of other unit owners).

4.2.4. Any costs incurred by the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the

unit owner to the Owners Corporation on demand, in accordance with Section 31 of Unit Titles (Management) Act 2011.

4.2.5. Unit Owners and Occupiers must not do anything that materially or adversely affects the common property or other units':

4.2.5.1. hygiene

4.2.5.2. safety

4.2.5.3. appearance; or

4.2.5.4. value.

4.2.6. Unit Owners or Occupiers must not litter and have a positive duty to assist in not littering the Common Property.

4.2.7. Owners or occupiers must inform the Owners Corporation of any defect they become aware of on Common Property, or any property vested in the Owners Corporation.

4.3. Air Conditioning

4.3.1. The air conditioning system in a unit is the property of the unit owner.

4.3.2. Unit owners are responsible for the repair and maintenance of air conditioning systems that service their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on common property.

4.3.3. The Owners Corporation will not be responsible for contributing to the repair and/or maintenance of any air conditioning unit (or associated system or plant).

4.3.4. Unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications to minimise noise disturbance to other residents.

4.3.5. Current legislation and or building standards will determine the permitted noise level of air conditioning units.

4.3.6. Any modification of air conditioning units will be subject to the Rules.

5.1. General

5.1.1. A unit owner shall not erect or alter any structure in or on a unit or common property, except in accordance with the:

5.1.1.1. written permission given by the Executive Committee on behalf of the Owners Corporation;

5.1.1.2. provisions of any Territory law applicable in the circumstances; and

- 5.1.1.3. provisions of any approved policy of the Owners Corporation.
- 5.1.2. For the purposes of this Rule:
- 5.1.2.1. erecting or altering a structure includes adding structures onto a unit or common property, (including screening on balconies);
 - 5.1.2.2. altering of a unit or common property and fixing things to a unit or common property (including altering door hardware, letterbox locks, lockboxes/key safes, letterboxes); and
 - 5.1.2.3. erecting or altering a structure does not include cosmetic changes to a unit that do not attach to, alter or otherwise impact the building.
- 5.1.3. A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- 5.1.4. The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- 5.1.5. Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.
- 5.1.6. An occupier must not overload any floors, balconies or lifts and must observe the maximum floor loading and any maximum load limits in the common property and their unit.

5.2. Antennas

5.2.1. While balconies are considered a unit subsidiary, the Owner's Corporation is responsible for maintenance of the balcony. Accordingly, satellite dishes, television antennas or any other antennas are not to be erected on or about the balconies unless the:

- 5.2.1.1. antennas are servicing the whole building; and
 - 5.2.1.2. Executive Committee has given permission for the antenna(s) to be erected.
- 5.2.2. Permission of the Executive Committee may be given subject to stated conditions.
- 5.2.3. Permission may be withdrawn by Ordinary Resolution of the Executive Committee.

6.1. Approvals

6.1.1. Owners must not carry out or commence to carry out Work without following the procedures in this Section.

6.1.2. Minor Renovations may only be carried out with the approval of the Executive Committee and by otherwise following the procedures in this Section. Minor renovations are considered those where the installation work or resultant change may impact other residents. If in any doubt, owners should contact the Strata Manager prior to work commencing.

6.1.3. Major Renovations may only be carried out with the approval of the Owners Corporation in a General Meeting by way of special resolution (and if necessary, supported by the relevant rule) and by otherwise following the procedures in this Section.

6.1.4. The approval of the Executive Committee may be given subject to reasonable conditions and cannot be unreasonably withheld.

6.2. Minor Renovations

6.2.1. The application for approval to Minor Renovations must include the following:

- 6.2.1.1. a general description of the proposed work; and
- 6.2.1.2. if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers).

6.2.2. Owners who have received approval to carry out Minor Renovations may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

6.2.3. When carrying out Minor Renovations, Owners must:

- 6.2.3.1. comply with the reasonable requirements in the conditions in any consent from the Executive Committee;
- 6.2.3.2. ensure the work is carried out in a competent and proper manner;
- 6.2.3.3. use only qualified and, where appropriate, licensed tradesmen;
- 6.2.3.4. ensure the work is carried out without undue delay;
- 6.2.3.5. ensure no materials, tools, rubbish or debris are left lying on Common Property;
- 6.2.3.6. cause as little disturbance as is practicable to other Owners;
- 6.2.3.7. ensure any damage caused to any part of the Common Property by carrying out the work is repaired;
- 6.2.3.8. ensure any damage to the property of another Owner by carrying out the work is repaired; and
- 6.2.3.9. ensure the work is only carried out within the times permitted by a Development Consent or if there is no Development Consent within times reasonably prescribed by the Owners Corporation.

- 6.2.4. **Floor Coverings.** A unit must not make changes to the flooring of their unit unless they have complied with Rule 6.1.
- 6.2.5. A unit owner must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- 6.2.6. A unit owner must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless the Executive Committee has provided permission in writing.
- 6.2.7. Timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and, following installation, if any complaints are received a certification of the installation (acoustic compliance) may be requested and is to be provided to the Owners Corporation within 21 days.
- 6.2.8. If the work is installing or replacing wood or hard floors, the Executive Committee may require as a condition of its approval a report from a properly qualified consultant specifying the proposed acoustic treatment.
- 6.2.9. The application for works to replace flooring must demonstrate a minimum 5-star standard for the built environment of Manhattan on the Park under the Association of Australasian Acoustical Consultants (AAAC) Guideline for Apartment and Acoustic Rating before consideration by the Executive Committee.
- 6.2.10. **Completion of Minor Renovations.** On completion of Minor Renovations, Owners must:
- 6.2.10.1. ensure all rubbish and debris caused by the work is removed from the Building and surrounds;
 - 6.2.10.2. ensure Common Property is left clean and tidy; and
 - 6.2.10.3. make good or pay to make good any damage caused to Common Property in the course of the works.

6.3. Major Renovations

- 6.3.1. The application for approval to Major Renovations must include the following:
- 6.3.1.1. a draft of the special resolution sought by the Owner authorising the carrying out of the work;
 - 6.3.1.2. if the ongoing maintenance of Common Property affected by or the subject of the work is to be the responsibility of the Owner;
 - 6.3.1.3. a draft of the rule to this effect;
 - 6.3.1.4. the Owner's written consent to the making of the rule; and
 - 6.3.1.5. any fee prescribed by the Owners Corporation for making the rule;

- 6.3.1.6. any fee prescribed by the Owners Corporation for approving the work;
 - 6.3.1.7. a general description of the work;
 - 6.3.1.8. detailed plans and specifications of the work
 - 6.3.1.9. if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building;
 - 6.3.1.10. if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);
 - 6.3.1.11. information on all approvals, consents and permits required for the work;
 - 6.3.1.12. copies of all approvals, consents and permits obtained for the work;
 - 6.3.1.13. details of persons carrying out the work, including qualifications of the party appointed to supervise the work; and
 - 6.3.1.14. arrangements to manage any resulting rubbish or debris.
- 6.3.2. In processing an application for Major Renovations, the Owners Corporation may require the payment of a bond into the Owners Corporations bank account:
- 6.3.2.1. to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation because of the work;
 - 6.3.2.2. to be applied by the Owners Corporation towards rectification of possible damage to Common Property because of the work; or
 - 6.3.2.3. to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its Functions associated with the work.
- 6.3.3. Major Renovations may not commence unless:
- 6.3.3.1. the relevant approval of the Owners Corporation has been obtained for the work;
 - 6.3.3.2. (if applicable) the appropriate rule has been registered;
 - 6.3.3.3. (if applicable) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
 - 6.3.3.4. (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
 - 6.3.3.5. (if applicable) the bond required by the Owners Corporation, has been paid to the Owners Corporation;

- 6.3.3.6. the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the work;
- 6.3.3.7. the Owners Corporation has been given details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number));
- 6.3.3.8. any fee required by the Owners Corporation in connection with the work has been paid; and
- 6.3.3.9. all reasonable fees requested by the Owners Corporation have been paid for:
 - 6.3.3.9.1. reviewing the proposal (including legal and consultant's fees);
 - 6.3.3.9.2. convening any relevant meeting (including the Managing Agent's fees); and
 - 6.3.3.9.3. registering the relevant rule.

7. FIRE SAFETY AND PROTECTION

7.1. General

- 7.1.1. The Unit Owner or Occupier of a unit must not do anything, or permit any invitees of the Unit Owner or Occupier to do anything, in a unit or on common property that is likely to affect the operation of fire safety devices in the Building or to reduce the level of fire safety in the units or common property. This also includes how cigarettes, cigars, vapes or other similar items are used and disposed of.
- 7.1.2. Due to fire safety requirements in the building, unit owners/occupiers must not:
 - 7.1.2.1. install fly screens or security screens on the unit balcony without:
 - 7.1.2.1.1. obtaining permission from the Executive Committee; and
 - 7.1.2.1.2. confirming the works will be carried out by a qualified trade;
 - 7.1.2.2. make any alteration or modification to their unit or balcony doors or windows (including the installation of deadlocks), without the prior written permission given by the Executive Committee on behalf of the Owners Corporation;
 - 7.1.2.3. interfere with fire escape doors;
 - 7.1.2.4. leave open any doors leading from basement car parks;
 - 7.1.2.5. obstruct fire doors or exit passageways;
 - 7.1.2.6. use doormats or other items to prop open doors;

- 7.1.2.7. place any object in the hallways outside their unit that may become a trip or fire hazard;
 - 7.1.2.8. place any item on top of a storage cage unit that has the potential to impede the fire sprinkler system;
 - 7.1.2.9. use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency; or
 - 7.1.2.10. use fire pits or chimeneas, of any description, on balconies.
- 7.1.3. Balconies and Courtyards must be maintained in a neat and tidy condition to ensure adequate fire safety and to not infringe on other unit owners or occupiers rights under Rule 4.2.5.
- 7.1.4. If requested by the Manager of the Owners Corporation or Executive Committee, a unit owner must, at their own cost, obtain and provide the Owners Corporation with a fire consultant's report in relation to the effect a proposed:
- 7.1.4.1. erection or alteration of a structure in or on their unit; or
 - 7.1.4.2. change in use of a unit will have on the Building's fire safety system.
- 7.1.5. To mitigate fire, suffocation and collision hazards, car spaces may not be used as a garage or as a workshop except in accordance with:
- 7.1.5.1. the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - 7.1.5.2. the provisions of any law in force in the Territory applicable in the circumstances; and
 - 7.1.5.3. the provisions of a Policy of the Owners Corporation.

7.2. Fire Control and Building Policies

- 7.2.1. The unit owner or occupier must comply with all relevant laws about fire safety and must not:
- 7.2.1.1. interfere with fire safety equipment; or
 - 7.2.1.2. obstruct fire stairs or fire escapes.
- 7.2.2. The unit owner or occupier must, on reasonable notice, if applicable, provide access to the unit to permit the regular fire safety inspection, compliance with fire safety requirements and servicing of the fire safety equipment.
- 7.2.3. Due to current fire regulations, it is prohibited to have any furniture, shoe racks etc., within the common area (passageways) on each floor and external access ways. The Owners Corporation may remove any object left in such area and make it available for collection at a place nominated by the Executive Committee.

7.2.4. The Executive Committee, on behalf of the Owners Corporation, may from time to time allow emergency personnel access to any area of the building, when required.

7.2.5. All costs for the callout of the Fire Services caused by use of a unit, or common property will be passed on to the unit owner responsible.

7.3. Battery Powered Devices

7.3.1. Lithium-ion battery powered devices are part of everyday living. They include phones, computers, vacuum cleaners, power tools, electric vehicles, e-bikes/e-scooters to name a few.

7.3.2. In the interests of fire safety an Owner or Occupier who keeps an electronic device should:

- 7.3.2.1. Only purchase and use devices and equipment from reputable manufacturers and suppliers.
- 7.3.2.2. Only use chargers that are supplied with the device, or certified third-party charging equipment that is compatible with the battery specifications.
- 7.3.2.3. Not use chargers with incorrect power delivery (voltage and current) which can cause damage to the battery including overheating that can lead to fire.
- 7.3.2.4. Check that chargers bear the Regulatory Compliance Mark¹, to show that they meet the relevant Australian Standards under the Electrical Equipment Safety System (EESS).
- 7.3.2.5. Be present while Li-ion batteries or devices while being charged.
- 7.3.2.6. Avoid charging overnight.
- 7.3.2.7. Disconnect the device from the charge once the indicator shows that the device or battery has been fully charged.
- 7.3.2.8. Not dispose of any Battery in the general waste receptacles, recycling waste receptacles, green waste receptacles or in any other waste receptacles anywhere in the Building not designated clearly for Battery disposal.
- 7.3.2.9. Not use Li-ion batteries or devices that show signs of swelling or bulging, leaking, overheating, or signs of mechanical damage (cracked, dented, punctured, or crushed).

8.1. General

8.1.1. 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, other than in accordance with a special privilege rule as defined under the Unit Titles (Management) Act 2011. Specifically, an occupier must not:

- 8.1.1.1. store any items on the common property;
- 8.1.1.2. obstruct the common property;
- 8.1.1.3. dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or

8.1.2. An owner or occupier must collect any delivery of goods or parcels left in common areas as soon as possible. Goods not collected after 48 hours may be removed by the Building Manager for safe keeping until collection.

8.1.3. Delivered goods to a common area are at the occupier's risk and there is no liability to the Owners Corporation or ability to lodge a claim of loss or damage on the Owners Corporation insurance.

8.2. Damage to Common Property

8.2.1. An occupier must not wilfully damage any part of the common property. If an occupier soils or dirties any part of the common property, the occupier will be liable for the costs of any damage caused to the common property.

8.2.2. The costs of the Owners Corporation in rectifying any such damage under this Rule shall become a debt payable by the unit owner to the Owners Corporation on demand.

8.3. Pool and BBQ Area

8.3.1. The Pool and BBQ area are only to be used between the hours of 6:00 am and 10:00 pm daily, or as otherwise specified by the Owners Corporation.

8.3.2. 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.

8.3.3. Alcohol, smoking and vaping are prohibited in these areas.

8.3.4. Glass items are not permitted in these areas. The cost of emptying, cleaning and making safe the pool and surrounding area will be charged to the owner of the unit if any glass breakages occur.

8.3.5. Children under the age of 16 must be supervised by a parent or guardian at all times.

- 8.3.6. Use of the facilities is at an individual's own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of these facilities. Children use Manhattan facilities at their parent or guardian's risk.
- 8.3.7. Guests must be accompanied by the unit resident at all times.
- 8.3.8. Children must be supervised by a parent or guardian at all times.
- 8.3.9. The pool gates must always be closed.
- 8.3.10. No pets are permitted within or around the swimming pool or spa at any time.
- 8.3.11. Pool users must dry off completely before they re-enter the building.
- 8.3.12. Faults are to be reported to the building manager and managing agent.
- 8.3.13. Residents must follow all reasonable directions given by security personnel or building manager.
- 8.3.14. Residents must be mindful of others and maintain respectful and safe behaviour at all times when using the pool and BBQ area. Disruptive or disrespectful actions, including excessive noise, music, inebriation, monopolization of facilities or behaviour that otherwise causes disturbance to others is prohibited.

8.4. Gymnasium

- 8.4.1. The Gymnasium is only available for use between 6 am and 10 pm daily, or as otherwise specified by the Owners Corporation.
- 8.4.2. Residents 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.
- 8.4.3. Guests must be accompanied by the unit resident at all times.
- 8.4.4. Children under the age of 16 must be supervised by a parent or guardian at all times.
- 8.4.5. Children under the age of 10 are not allowed in the gymnasium.
- 8.4.6. No glass items, alcohol, smoking or vaping are permitted in this area.
- 8.4.7. Facilities must be left clean and tidy after use with all used equipment wiped down with provided spray or wipes.
- 8.4.8. No pets are permitted within the gym at any time.
- 8.4.9. Use of these facilities is not to disturb other residents, and noise must be kept to a minimum at all times. In particular, weights are not to be dropped onto the floor, as this will disturb nearby residents and damage the flooring.
- 8.4.10. No owner or occupier is permitted to use the gym facilities and equipment for personal commercial/business purposes e.g. providing personal training to non-residents.

8.4.11. Weights or equipment are not to be removed from the gym.

8.4.12. Car park lessees who sublet a car space from an owner or occupier are not permitted to use the gym and pool facilities.

8.5. Common Property Power Points

8.5.1. The electric power points in common areas are not to be used by owners for private purposes.

9. Window and Window Treatments

9.1.1. A unit owner must ensure that window treatments used in their units (such as blinds, curtains, drapes etc.) are only coloured white, cream or black when viewed from outside the unit, unless approved by the Executive Committee.

9.1.2. Unit owners/occupiers can only use window treatments specific for purpose' and must be installed to manufacturer's standards. Use of bath towels, bed sheets and cardboard and the like, is not permitted.

9.1.3. Unit owners/occupiers are not permitted to install window tinting.

10. Balconies

10.1.1. While balconies are considered a unit subsidiary, the Owner's Corporation is responsible for maintenance of balconies. As such, the Owner's Corporation may make rules regarding the use of balconies.

10.1.2. As a wind tunnelling effect exists which poses safety issues, no laundry or unsecured materials are to be aired on balconies or balustrades.

10.1.3. As per Rule 5.1.6, an occupier must not overload any balconies. The Balcony load limit at the time of construction was as follows:

10.1.3.1. Design live (moving) load = 2.5KPa/m² or 250kg/m²

10.1.3.2. Design dead (static) load = 0.5KPa/m² or 50kg/m²

10.2. Planter Boxes and Plants

10.2.1. A unit owner is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.

10.2.2. It is the responsibility of the unit owner to ensure planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.

10.2.3. Any costs of the Owners Corporation in rectifying any damage caused to common property or to another unit shall be debt payable by the unit owner to the Owners Corporation on demand in accordance with Section 31 of Unit Titles (Management) Act 2011.

11.1.1. Unit owners are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns, building facades, visible external windows, balconies and perimeter gardens, where applicable), except with prior written permission of the Executive Committee, where permission may be:

- 11.1.1.1. given subject to stated conditions; and**
- 11.1.1.2. withdrawn by Ordinary Resolution of the Executive Committee.**

12.1.1. The display of decorative lights by a Unit Owner and Occupier is subject to the following provisions:

- 12.1.1.1. decorative lights may be attached to the balustrades of balconies. However, the lights must be kept entirely within the Unit Owner's direct area of view, i.e. attached to the top of the balustrade and/or just below the balustrade facing into the Unit Owners and Occupiers balcony;**
 - 12.1.1.2. lights attached to balustrades must be fixed with removable fixings that do not alter or damage the balustrade;**
 - 12.1.1.3. decorative lights attached to balustrades or below them (including solar-powered lights) must not touch any flammable items such as curtains, carpet, paper or other combustible materials;**
 - 12.1.1.4. decorative lights must be turned off by 10pm every night to ensure lights are not penetrating or flashing into other Unit Owners or Occupiers living rooms or bedrooms, disturbing peaceful enjoyment, privacy or sleep;**
 - 12.1.1.5. decorative lights must not flash on and off, or play music; and**
 - 12.1.1.6. all lights, attachments and cables must be firmly secured to avoid becoming a hazard in high winds or storms.**
- 12.1.2. Decorative lights must not be:**
- 12.1.2.1. attached to the outside of the balcony or courtyard balustrade, walls or panels, or hang down on the outside of balcony panels / walls or courtyard walls or reduce or impact the outlook of any other Unit Owner or Occupier;**
 - 12.1.2.2. placed on hanging plants, attached to pot plants or to other non-stable items such as furniture or vases that can tip over in wind and that may pose a safety issue;**

13.1. Notice

13.1.1. A unit owner, occupier and/or their agent must provide the Manager of the Owners Corporation with three business days' notice of persons moving in or out of a unit so appropriate arrangements can be made for the installation of internal coverings for lift protection and, where possible, parking for removal vehicles can be arranged.

13.1.2. Unit owners/occupiers are to ensure common areas (e.g. entry to lifts, car spaces, driveways and/or corridors) are not blocked or passage impeded by removalists or removal trucks.

13.1.3. Unit owners/occupiers are to ensure that move in/out times are conducted between 9am and 4pm, Monday to Friday (excluding public holidays) in order to alleviate lift disruption during peak usage.

13.2. Protection Materials

13.2.1. The Owners Corporation shall provide, where possible, internal coverings for the lift's interior for use by removalist and persons moving in or out of a unit.

13.2.2. Unit owners/occupiers are to ensure that removalist and persons moving in or out of a unit utilise protection materials when moving possessions through common property.

13.3. Damage

13.3.1. Any damage caused to common property must be repaired at the unit owner's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift(s). Any costs to the Owners Corporation in rectifying any damage(s) caused to common property (such as lifts etc.) shall be a debt payable by the unit owner to the Owners Corporation on demand in accordance with Section 31 of Unit Titles (Management) Act 2011.

13.3.2. It is the responsibility of the owner/occupier to ensure a full inspection for damage(s) is conducted prior to the departure of the removalist. It is also the responsibility of the owner/occupier to report the damage(s) and lodge the claim through the removalist for any damage(s).

13.3.3. As previously stated, any costs of the Owners Corporation in rectifying any damage(s) shall be a debt payable by the unit owner.

13.4. Supervision

13.4.1. A Unit Owner or Occupier of a unit must supervise any removalist or other person engaged by the Unit Owner or Occupier to move furniture to ensure that no damage is done to the common property. This includes, but is not limited to,

managing the use of front doors to the building and the lifts servicing the unit. At no time is a building door, fire door or lift door to be wedged open.

13.4.2. A unit owner or occupier must at their expense remove any material, debris or waste left on any part of the common property as a consequence of furniture moving.

14.1. Use of Parking Spaces

14.1.1. While car parking spaces are considered a unit subsidiary, the Owner's Corporation is responsible for maintenance of such spaces. As such, the Owner's Corporation may make rules regarding the use of car parking spaces.

14.1.2. An occupier or visitor must only use the car park(s) allocated to their unit.

14.1.3. A unit owner or visitor must not park anywhere that may cause obstruction to others.

14.1.4. An occupier must not use a car space in such a way that causes nuisance to other occupiers.

14.1.5. Children must be accompanied by an adult and are not permitted to play in the car parks.

14.1.6. Engines are not to be left running in parked vehicles in the car park. If required, oil drip trays must be supplied by and used by residents - if oil spills occur, they must be cleaned promptly, and stains removed.

14.1.7. The Executive Committee, on behalf of the Owners Corporation, may resolve to issue a notice of debt, payable by the unit owner on demand, for any costs incurred to clean or rectifying any damage caused to common property and parking spaces in accordance with Section 31 of Unit Titles (Management) Act 2011.

14.1.8. Smoking/vaping is not permitted in basement parking bays or storage cages.

14.1.9. Storing of fuel sources in fuel storage containers within parking spaces and storage cages is not permitted at any time.

14.1.10. The ACT government has jurisdiction over the forecourt area and may issue parking fines for illegal parking.

14.2. Speed Limits

14.2.1. The Owners Corporation has the power to, via Ordinary Resolution:

14.2.1.1. impose a speed limit for traffic on common property;

14.2.1.2. impose reasonable restrictions on the use of common property driveways and parking areas.

14.2.2. Occupiers/drivers must conform to all signs posted on behalf of the Owners Corporation.

14.2.3. The Owners Corporation has the power to install speed humps and other traffic control devices on common property, including:

14.2.3.1. signs about parking; and

14.2.3.2. signs to control traffic on common property and, in particular, traffic entering and leaving the Strata Scheme.

14.3. Storage Cages and Common Areas in Carparks

14.3.1. A unit owner shall:

14.3.1.1. not, except with the prior written approval of the Executive Committee on behalf of the Owners Corporation, use or store in the storage area of the unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases or other material used or intended to be used for domestic purposes in the unit);

14.3.1.2. not store furniture, rubbish, or any items within the common areas on the car parking levels unless authorised by the Executive Committee;

14.3.1.3. be responsible for the repair of any damage caused to the storage area of the unit and common property as the result of the use of the storage area;

14.3.1.4. ensure such area is kept clean and free of all rubbish and vermin;

14.3.1.5. keep their car park areas in a neat and tidy manner;

14.3.1.6. comply with fire standard AS2118.1 2017 for items stored in car parks or garage areas, ensuring no item is kept or installed within 500mm of any sprinkler head; and

14.3.1.7. not store any material that may encourage vermin in or above their storage cages, garages, or car parks.

14.3.2. Any installed item in a car park or garage area that obstructs the original designed sprinkler spray will be failed and submitted as a defect in accordance with Australian Standard AS 1851:2012 (Routine service of fire protection systems and equipment). This includes covering or lining of storage cages or items stored at height in enclosed garages.

14.4. Leasing of Car Spaces

14.4.1. An owner or occupier may lease a person their car space unit subsidiary, only where the unit owner has notified the Executive Committee.

14.4.2. A Security Key may be re-coded at owners expense to allow entry to the car space for the specific purpose of leasing a car space.

14.4.3. The Building Manager will keep a register of notified leased spaces.

15. Rights of Access

15.1. Rights of Access

15.1.1. The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair, and replacement of services within the building and located on common property.

15.1.2. The owners corporation may enter the unit without notice to the owner or occupier of the unit if the access is required in an emergency. For example, water is flowing from one unit into another unit and is causing damage or an external glass window in the unit is dislodged and is likely to fall.

15.1.3. Unit owners must provide access to their unit on reasonable notice for these purposes.

16. Pets

16.1. General

16.1.1. An animal may only be kept in a unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:

16.1.1.1. a unit owner makes a written application to the Executive Committee prior to keeping the animal(s) in the unit;

16.1.1.2. permission may be given subject to stated conditions; and

16.1.1.3. permission is not transferable to a new owner or tenant of a unit or to current residents replacing an approved pet.

16.1.2. Three domestic animals, but not more than two dogs, may be kept in a unit provided the animals are registered with the ACT Domestic Animal Services (as appropriate for the species) and have gained approval from the Executive Committee.

16.1.3. Where the Executive Committee, on behalf of the Owners Corporation, believes there has been a breach of these Rules, or the animal becomes a nuisance or annoyance to other unit owners, permission may be withdrawn. The unit owner must remove the animal within 30 days of permission being withdrawn.

16.1.4. Assistance Animals do not require written permission of the Executive Committee; however, it is still required that the Executive Committee is notified of the assistance animal(s) residing in the unit.

16.2. Animals in Common Property

16.2.1. A unit owner must:

- 16.2.1.1. ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
- 16.2.1.2. keep all animals within the unit, except when being taken in or out of the unit;
- 16.2.1.3. ensure the animal(s) are caged or on a leash when being taken in or out of the unit or traversing common property (lifts etc.);
- 16.2.1.4. take all necessary care to ensure that the animal(s) do not urinate or defecate on common property; and
- 16.2.1.5. immediately pick up and dispose of any animal waste deposited on common property, and take any further action required to clean areas that have been soiled by the animal.

16.2.2. The Executive Committee, on behalf of the Owners Corporation, may resolve to issue a notice of debt, payable by the unit owner on demand, for any costs incurred to clean or rectifying any damage caused to common property in connection with the keeping of the animal including any damage to any person, unit or common property and any costs of high-pressure water cleaning.

17.1. Security Keys, Fobs and Cards

17.1.1. The Owners Corporation may restrict access to part(s) of the common property, so they are accessible only by use of a registered security card/key or other security device.

17.1.2. A unit owner is responsible for any security card/key or other security device issued to them. Any loss of security card/key or other security device is to be reported immediately to the Manager of the Owners Corporation so that the device may be deactivated to prevent unauthorised access to the building and individual apartments.

17.1.3. A unit owner must pay for any additional or replacement card/key or device.

17.1.4. Owners or their authorised agents must formally request additional access passes from the Manager of the Owners Corporation for additional keys or passes to be produced.

17.1.5. The Manager of the Owners Corporation, under the direction of the Executive Committee, may conduct an audit of all access passes/fobs/cards which have been issued.

17.2. Security Equipment

17.2.1. The Owners Corporation may install and operate, in common property, audio visual security cameras and other audio-visual surveillance/security equipment for the security of the building.

17.2.2. A unit owner must not interfere with any security camera/surveillance/security equipment or do anything which may prejudice the security/safety of unit owners/occupiers and the building.

17.2.3. Footage and audio generated by these systems will be stored securely by the Owners Corporation and will not be released to anybody other than ACT Policing or the Executive Committee for the purposes of investigating reported breaches of these Rules, unless otherwise required by Law.

17.2.4. Access to recordings or access logs without a police request can only be made with a minuted decision by EC justifying the access.

17.3. Security of Common Property

17.3.1. Unit owners or occupiers must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit within the Building. This includes:

17.3.1.1. ensuring that fire/security doors are locked or closed when not in use;

17.3.1.2. ensuring access is limited to residents and their guests only. Active awareness of tailgating through security doors/gates/lifts will assist with security;

17.3.1.3. ensuring only residents and their guests have access to common areas (such as pool/barbeque areas and other amenities); and

17.3.1.4. reporting the loss of any security card/key/fob or other security device within 24 hours of realised loss.

17.3.2. The Executive Committee, on behalf of the Owners Corporation, has the power(s) to remove (ask to vacate etc.) owners/occupants/residents/guests from common areas at any time, to ensure the security, safety, and comfort of other users of the area.

17.3.3. Lock boxes are not permitted on common property, as they have the potential to cause security issues for all residents if they are broken into and keys and fobs are stolen.

17.3.4. Letter boxes are to be kept locked at all times and regularly cleared.

17.4. Unit Door Locks

17.4.1. Unit door locks are to conform to the door lock options provided in the door lock policy.

17.4.2. To request a door lock change, an owner must apply in writing to the Executive Committee using the supplied application form and providing necessary details to ensure fire safety compliance.

17.4.3. A door lock register will be maintained by the Building Manager.

18.1. General

18.1. General

18.1.1. The owner or occupier of a unit must not:

- 18.1.1.1. Smoke or vape any substance on common property or storage cages;
- 18.1.1.2. Smoke or vape any substance in a unit or unit balcony so as to allow smoke or odours to enter the common property or another unit; or
- 18.1.1.3. Drop, throw, place, or leave any refuse from smoking or vaping on common property.

18.1.2. The owner or occupier of a unit must take all reasonable steps to ensure that invitees, guests and/or visitors of the owner or occupier comply with the obligations under Rule 18.1.1.

19.1. General

19.1. General

19.1.1. A unit owner must:

- 19.1.1.1. dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;
- 19.1.1.2. dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
- 19.1.1.3. ensure before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
- 19.1.1.4. ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property is removed and that the area is cleaned; and
- 19.1.1.5. not leave waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles in common areas.

19.1.2. Unit owners must ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute. Failure to comply will result in the unit

owner being subject to cost recovery for any related damages as per Section 31 of the Unit Titles (Management) Act 2011.

19.1.3. Unit owners must comply with the directions of the Building Manager or the Executive Committee as to the manner of disposal of garbage.

19.1.4. Nothing in this Rule requires an occupier to dispose of any chemical, biological, toxic, or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

19.1.5. Despite this Rule, a unit owner must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property.

19.1.6. The costs incurred by the Owners Corporation in removing or disposing of any waste and/or other articles disposed of by a unit owner/occupier, contrary to this Rule, shall be issued a debt payable by the unit owner to the Owners Corporation on demand as per Section 31 of the Unit Titles (Management) Act 2011

20.1.1. The Executive Committee on behalf of the Owners Corporation may, from time to time, develop policies to give effect to the Act and these Rules.

20.1.2. The Owners Corporation may approve policies by Ordinary Resolution, or conversely, be withdrawn or changed by Ordinary Resolution of the Owners Corporation.

20.1.3. Such policies shall have the same force and effect as if they were part of these Rules.

20.1.4. Policies are listed at Appendix B to these Rules and are available from the Managers of the Owners Corporation.

21.1.1. In the event of an excess being payable on an insurance claim of the Owners Corporation, if the Executive Committee determines the cause of the insurance claim was from:

21.1.1.1. a unit engaging in an act of negligence or malice, the unit owners shall be responsible for the excess payment; or

21.1.1.2. the common property, the Owners Corporation shall be responsible for the excess payment, unless a unit is found to engage in an act of negligence or malice resulting in damage to the common property.

22.1.1. The Owners Corporation can amend and/or alter Rules at any stage by Special Resolution at a General Meeting.

22.1.2. Any unit owner can make application for inclusion, amendment, or alteration of these Rules by making an application to the Executive Committee to be tabled at the next General Meeting.

22.1.3. Any updates to these Rules will be distributed to unit owners and posted to the Owners Portal.

23.1. Commercial Use

23.1.1. The type of business to be undertaken is to be authorised by the relative clause/s outlined in the Crown Lease / Form 4 and Form 5. These forms can be found alongside the Units Plan, a copy of which is available from the Strata Manager.

23.2. Compliance with Policies

23.2.1. Owners/tenants must submit a proposal to the Executive Committee for the fit out of any commercial property, including any alterations or fit out of external façade.

23.2.2. Signage options are to be approved by the Executive Committee on behalf of the Owners Corporation. For the avoidance of doubt, signage options include but are not limited to fixed signage, signage affixed on windows and illuminated signage.

23.2.3. Owners/tenants must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.

23.2.4. Owners/tenants are responsible for any damage by their customers to common property, including all repair costs.

23.2.5. Rules in this section are not to the exclusion of any other Rule.

23.3. Grease Trap Emptying & Cleaning

23.3.1. The Executive Committee may determine a schedule for the emptying of each grease traps to ensure compliance with legislative requirements. Any schedule established by Owners Corporation will seek to avoid smell transfer issues and may specify how the works are to be undertaken and set dates and/or times for grease traps to be emptied.

24.1. What may an Executive Committee representative do?

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

- 24.1.1.1. 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;
 - 24.1.1.2. carry out any maintenance required under the Act or these Rules; and
 - 24.1.1.3. do anything else the Owners Corporation is required to do under the Act or these Rules.
- 24.1.2. An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Rule 24.1.1
- 24.1.3. An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Rule 24.1.1 unless:
- 24.1.3.1. the Executive Committee or the representative has given the owner, occupier, or user of the unit reasonable notice of their intention to do the thing; or
 - 24.1.3.2. in an emergency, it is essential that it be done without notice.
- 24.1.4. The Executive Committee may give a written authority to a person to represent the Owners Corporation under this Rule.
- 24.1.5. As previously stated within Rule 17 (Security) an Executive Committee Representative, on behalf of the Owners Corporation, has the power(s) to remove (ask to vacate etc.) a unit owner, occupier, tenant, resident, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee from common areas at any time, to ensure the security, safety, and comfort of other users of the area.

24.2. Membership

- 24.2.1. Members of the Executive Committee will be elected, pursuant to clauses noted within Unit Titles (Management) Act 2011, at each Annual General Meeting (AGM) of the Owners Corporation, and hold office from directly after the AGM until:
- 24.2.1.1. the next AGM of the Owners Corporation;
 - 24.2.1.2. they cease to be a unit owner; or
 - 24.2.1.3. they are removed by Ordinary Resolution and replaced by another unit owner (with effect until the next AGM).

24.3. Pre-Meeting Electronic Voting

- 24.3.1. Decision making at general meetings of the Owners Corporation and/or meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (pre-meeting electronic voting). Pre-meeting electronic voting includes voting by:
- 24.3.1.1. means of email submission of ballot papers;

- 24.3.1.2. means of accessing a website and submitting an online ballot paper;
 - 24.3.1.3. means of utilising an electronic application and submitting a ballot paper; or
 - 24.3.1.4. alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- 24.3.2. When providing notice of the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- 24.3.2.1. a declaration form requiring the voter to state their name, capacity to vote, (if relevant to the Resolution) unit entitlement; and
 - 24.3.2.2. (if relevant) the name and capacity of the person who is giving a proxy vote;
 - 24.3.2.3. the Resolution to be voted on (including any explanatory material);
 - 24.3.2.4. instructions for completing the ballot paper and indicating the voter's choice; instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper; and
 - 24.3.2.5. a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- 24.3.3. The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

24.4. Election at Annual General Meetings (AGM)

- 24.4.1. Election of Executive Committee members at the AGM will be as follows:
- 24.4.1.1. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);
 - 24.4.1.2. If between three (3) and seven (7) nominations are received, unit owners shall elect these nominees to the new Executive Committee by Ordinary Resolution;
 - 24.4.1.3. If more than seven (7) nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee and then elect the new Executive Committee by Ordinary Resolution; and
 - 24.4.1.4. If less than three (3) nominations are received at the AGM, members of the current Executive Committee shall be deemed to be nominated,

and unit owners shall elect the new Executive Committee by Ordinary Resolution.

24.4.2. All unit owners must be notified which unit owners have been elected to the new Executive Committee

24.5. Electronic Meetings — Attendance

24.5.1. A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee (by way of invitation) by means of teleconference, video-conferencing, or other electronic means from a remote location electronic attendance', provided the unit owner is able to communicate with other participants in the meeting.

24.5.2. Where a unit owner has participated in a meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating a quorum.

24.5.3. There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

24.5.4. Where a unit owner participates in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee through electronic attendance, the unit owner may participate in all aspects, including:

24.5.4.1. participating in debate at the meeting; and

24.5.4.2. voting on Resolutions at the meeting.

25.1.1. Where the Executive Committee, on behalf of the Owners Corporation, has taken action under Section 110 (Breach of rules - failure to comply with rule infringement notice) of the Unit Titles (Management) Act 2011, the Executive Committee, on behalf of the Owners Corporation, may recover any administrative fee from the infringing owner.

25.1.2. If the unit owner does not occupy the unit, the owner is liable separately and together with an occupier of the unit for any breach of the rules of the owners corporation by the occupier, unless the owner proves that the owner took reasonable precautions and exercised appropriate care to prevent the breach.

25.1.3. The administrative fee - as outlined at Unit Titles (Management) Act 2011, depending on the nature of the breach, may range between \$160 - \$800 dependent on the amount of work necessary in investigation and issuance.

26.1. Sealing of Documents

26.1.1. For the attaching of the Seal of the Owners Corporation' to a document to be effective the:

- 26.1.1.1. seal must be attached by decision of the Executive Committee;
- 26.1.1.2. seal must be attached in the presence of two (2) members of the Executive Committee; and
- 26.1.1.3. members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

26.2. Manager may affix Seal

26.2.1. The common seal may be attached by the Manager of the Owners Corporation without reference to the Executive Committee to:

- 26.2.1.1. certificates under Section 119 of the Act; and
- 26.2.1.2. reduced quorum notices; and
- 26.2.1.3. service contracts agreed by the Executive Committee by Resolution; and
- 26.2.1.4. for sealing Rule Infringement Notices as determined by the Executive Committee at a properly constituted Executive Committee Meeting.

APPENDICES:

- A. Definitions
- B. Policies:
 - B.1. Pet Application Form
 - B.2. Fire Rated Door Locks Application Form
 - B.3. Modifications and Additions Policy

DEFINITIONS

Act	Unit Titles (Management) Act 2011 (ACT)
Balcony	Contains the floor projecting outside the building; the balustrade; any railings; walls abutting the projecting floor and the roof over the projecting floor. While balconies are unit subsidiaries, the Owners Corporation is responsible for maintenance of the balconies and therefore reserves the right to make rules regarding the use of balconies.
Building	Building constructed on Block 1, Section 52 & 108, CITY and includes all car parking, storage, and common property.
Building Manager	Person appointed from time to time to manage the Building.
Building Management Platform	A digital package that may be used for communication, booking and other purposes.
Common Property	Includes but is not limited to: • pool deck and BBQ area • gymnasium • car parking areas, except individual car parking spaces • forecourt • corridors
Executive Committee	Executive Committee of the Owners Corporation established under the Act.
Executive Committee Representative	Person authorised in writing by the Executive Committee under Rule 24.1.4
Manager of the Owners Corporation	Person or corporation contracted to provide Strata Management services to the Owners Corporation.
Occupier	Includes the unit owner, an occupier, resident, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the unit owner. The

	occupier of a unit is bound by each Rule as if they are the owner of the unit.
Owners Corporation	Owners Corporation established for the units plan for the Building.
Policy	One or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to Rule 20.
Tenant	For purposes of these Rules, a tenant is an invitee or licensee of an owner, occupier or user of a unit.
Territory	Australian Capital Territory.
Unit	Includes a unit subsidiary and balcony as appropriate.
Unit owner	Registered proprietor of the lease of the Unit and includes a part-owner.
Vehicle	Motor vehicle, motorcycle, or other motorised and non-motorised vehicles including but not limited to trailers and bicycles.
Visitor	Someone who is not an occupier but who has been given access by an occupier and includes a customer, invitee, guest, or visitor. The occupier who granted access may be held responsible for the actions of their visitor(s).

B.1 PET APPLICATION FORM



Units Plan 3941 – Manhattan on the Park - Pet Application Form

Please complete one application per animal

Unit No:		Door No:	
Applicant Name:			
Contact Number:		Email:	
Emergency Contact:		Phone:	
Type of Pet:		Age:	
Description:			

Is the animal vaccinated? Y / N

Sex: Male/Female

Microchip No.: _____

Dog Registration No.: _____

Check list (Please ensure that you provide all documents listed below with your application)

Vaccination information

Microchip & registration certificate

Owner or Agents authority (if applicable)

Picture of animal

Licence information

Desexed

I (The Applicant) _____ request the consent of the Owners Corporation to keep the above detailed pet at our property.

Signed _____

Date _____

B.2. FIRE RATED DOOR LOCKS APPLICATION FORM

Fire Rated Door Locks – Application Form

A-Class Building – Fire-Rated door modifications - Background

Affixing a deadbolt/lock *may* compromise the fire-rating of the door set under AS1905:2005. 'Door set' means the door, door handle and door surround i.e. door jamb.

Any modification to a door set must be tested and confirmed as complying with the relevant Australian Standard for Fire Doors for the door sets installed at Manhattan on the Park (E-Core Fire Door). In order to assist in ensuring a compliant application is received, the following locks have been pre-approved for use. If using one of these locks, please tick the applicable lock:

- ☐ Original Lock Replacement (like-for-like)
- ☐ Omnia Schlage Lock (CO-100 Series)
- ☐ Switch Bot Lock

Declaration

I/We, being owners of Unit ____ of 240 Bunda Street, Canberra City declare that I/we:

- ☐ will install a _____ door lock, which is listed in the approved door hardware list from E-Core Doors (or as otherwise signed off by E-Core with evidence);
- ☐ will ensure that the installation is in accordance with any required statutory approvals and applicable Australian Standards (copy of any statutory approval to accompany application);
- ☐ will be responsible for all costs associated with the installation, maintenance and removal of the dead latches or smart locks and any other materials required;
- ☐ will remedy any damage caused by the installation/maintenance/running of the dead latches or smart locks to our unit/another unit/common property without delay;
- ☐ will arrange immediate removal of the dead latch or smart lock in the event that permission is withdrawn by the Executive Committee or a general meeting of the Owners Corporation, for non-compliance with the conditions stated in guidance;
- ☐ will ensure that any future purchasers of the unit are advised of these conditions and their obligation to adopt as the successor in title

Signing of declaration

Part Owners Representative/ Company Representative

Date of declaration

Lodgement of your application form

You can lodge your application form to the Executive Committee via office@gradystrata.com.au

UNITS PLAN 3941 – 'Manhattan on the Park'

Version 1.1 – September 2024

B.3 MODIFICATIONS AND ADDITIONS POLICY

As Owners of apartments in a strata complex we share our built environment and any changes to an individual property may impact on integrity of our individual or common property and other owners'/residents' property and/or facility.

As such, when renovating strata units, Owners are required to ensure they abide by ACT Government building requirements, the Units Plan 3941 – 'Manhattan on the Park' Rules and Policies; and understand the difference between common and individual property and many other technicalities (such as load limits on floors).

This policy seeks to set out the processes necessary to ensure all the necessary requirements are met in a manner that facilitates changes as smoothly as possible.

The Building and Strata Managers are available to assist and should be consulted prior to any work being planned or undertaken.

Process for Approval

1. The Rules require that all proposed modifications/additions within the complex, including to units, car parks, and balconies, require the approval of the Executive Committee. Such changes include the renovation of kitchens and bathrooms, replacement of carpet for timber, hybrid, vinyl tile or stone floors, internal non-structural walls, air conditioning changes, plumbing changes and any proposed external facing window treatments etc.
2. Applications for proposed changes, with details, floorplans and/or drawings, photographs if required, proposed timing and length of time for the proposed changes etc., must be forwarded to the Strata or Building Manager to be circulated to the Executive Committee and must be approved before any modification/addition work is commenced. Application forms are available from the Strata Manager.

Who may apply?

3. Applications for modification will only be accepted from registered owners.

Approval

4. The Executive Committee will give routine approval provided that the requirements specified have been complied with. In other cases, the Executive Committee will need to consider applications on their merits and may refer the matter to the ACT Government in relation to the building requirements on the Strata Plan. Some modifications/additions are unlikely to be approved by the Executive Committee under any circumstances.

Consultation

5. The Executive Committee may require that any other owner(s), who may be considered to be affected by the proposed modification, be consulted and their approval obtained before an application will be considered.
6. If access through another unit or onto the balcony of another unit is needed to construct the modification, permission must be obtained from the owner(s) of such units and provided as part of the proposal for any modification or building works. This may involve consultation with tenants.

Required Documentation

7. All applications must be accompanied by sufficient information to allow the Executive Committee to make a decision. This may include:
 - a) Copies of any plans/proposed changes/modifications and its location. A clear indication (with sketches or photographs if necessary) of what part of the structure will be visible from the windows of other apartments or externally from the street must be provided.
 - b) Proposed commencement date, duration and times of the proposed work.
 - c) Details of the persons/company carrying out the work, including qualifications to carry out the work. Note some alterations may require certification that the work completed meets all required legal standards.
 - d) Arrangements to manage any resulting rubbish or debris.
 - e) Internal modifications that involve any alteration to any part of the building that provides structural support to any other part of the building or requires a Special Privilege for placement of items on Common Property will require approval via Special Resolution of the Owners Corporation. This will mean that the request will need to be provided at the Annual General Meeting or at a Special Meeting of the Owners Corporation. Structural alteration applications must include full plans stamped with the approval of a practicing structural engineer together with a building application issued by a building certifier. Special Privilege applications must comply with the relevant provisions in the Unit Titles (Management) Act 2011 for grant of a special privilege.
 - f) Should any modification require a development application to the ACT Government and/or the National Capital Authority, the applicant will be responsible for that application. The unit owner must meet any related costs.

Certification of work

8. The Executive Committee may require the Owner at their own expense to provide a certificate of compliance with the approval.

Liability

9. Any problems/complaints/nuisance issues that result from an authorised modification are the responsibility of the owner of the unit in question. In consultation with the owner, the Executive Committee will decide on any remedial action that may need to be undertaken to fix the problems.
10. Any costs incurred in fixing problems will be borne by the Owner.
11. Where any damage to the common area has occurred, the Owner who has been given approval to make a modification or addition is, as part of that approval, required to restore any damage to the common property to its original state at their cost.
12. The Owner is responsible for the cost of the maintenance and upkeep of the modification or addition.
13. All liabilities pass to subsequent Owners of the apartment.

Work practices

14. Once approval is given, the Owner is responsible to ensure that the disturbance to all residents during installation is kept to a minimum. Noisy works are only permitted Monday to Friday 9:00am to 5:00pm, Saturday 9:00am to 1:00pm and not on Sunday or public holidays.
15. Owners are required to use qualified tradespersons for all work requiring trade certification.
16. It is important that Owners make their installer/builder/tradesperson aware of the following conditions when working at Lakefront:
 - a) Construction materials must not be dumped in the basement or ground level garbage bins or hoppers or within any part of the complex itself, or on the adjacent nature strips, verges and parkland.
 - b) All common property traversed by contractors must be protected, all care must be taken to avoid damage, and all rubbish removed. Care must be taken to avoid any damage to waterproof membranes.
 - c) The Building Manager must be notified **before work commences** and agree to the schedule provided for the timing of the modification/addition. This is a security and access and egress issue.
 - d) All building works are to comply with ACT Government's Work Cover Occupational Health & Safety requirements as outlined in the applicable legislation.

Information on Common Requests for Approval

Common Property

17. No common property is to be modified by an individual Owner. All modifications to common property are the responsibility of the Owners Corporation and would usually be an item for discussion and resolution at an AGM or Special Meeting (if significant) or the Executive Committee.
18. Corridors and apartment doors should not have any permanent decorative features added to them by any resident.

Security and Insect Screens

19. Windows and external sliding doors which face the exterior of the building may be supplemented with security and insect screens. 'Crimsafe' mesh or regular mesh must be in either a black or charcoal mesh colour. The screen doorframe must be powder coated grey in colour. All security doors must meet applicable fire codes.

Apartment Front Doors

20. The front door of each apartment is a fire door and is not to be modified without prior written approval. Therefore, an application will be required under a separate 'Fire Rated Door Lock' form available via the Strata Manager.

Storage Cages

21. Bulky items should not be placed against the cage completely covering the whole area in such a way as to impede the free flow of air or not lock the door. No items of any kind are to be placed on the wired roof of storage areas or cages in breach of fire safety standards.

Replacing Carpeted Floor areas with Timber, Vinyl, Tiles or Stone

22. An Owner must not replace floor coverings with any substance that may disturb the peaceful enjoyment of any occupant of another apartment. An application for approval by the Executive Committee to install vinyl, timber, hybrid, tiled or stone floor finishes within an apartment must provide the required acoustic information for that product and may be required to attach a report on the specified acoustic standard of the finish by an accredited acoustic consultant. These applications will be assessed to ensure compliance with the Association of Australasian Acoustical Consultants to a 5 Star standard.
23. The existing building slab thicknesses and standard ceiling cavity depths are as follows:
- Slab Thickness – 190mm – 210mm (average 200mm)
 - CEILING DEPTH TO BE INSERTED
24. Following installation if any complaints arise due to noise transfer (such as footfall) to another unit, certification that the installation complies with the noise standards specified above is to be provided to the Executive Committee via the Strata Manager. Further, the Executive Committee may request the applicant to provide independent acoustic testing after installation to verify that noise levels in surrounding apartments are acceptable.

Window Coverings

25. The facing side of any curtain, shutter or blind in a window or door that faces public or common property must be of a white, off-white, cream or black colour. Metallised finishes to reduce sun glare may be permitted (on approval of the Executive Committee) providing they do not result in glare for onlooking apartments.

Spa/Lap Pools

26. These will not be permitted due to weight loading, noise and excess water issues.

External Feature Walls and Murals

27. No part of any apartment's external walls, privacy screens or balustrade is to be modified in any manner including painting a different colour, replacing the glass or attaching fixtures other than those that have been approved by the Executive Committee.

Other Related Issues

28. Although not strictly modifications or alterations, residents need to be aware that there are some restrictions on related aspects of their apartments.

UNITS PLAN 3941
MANHATTAN ON THE PARK
MODIFICATIONS AND ADDITIONS
APPLICATION FORM

*The completed application must be lodged with the Strata Manager and no work
is to be undertaken until approval is granted*

I/we _____

the owners of Apartment _____ seek the approval of the Executive Committee
to the following modification(s) / addition(s): *[if insufficient space, attach a
separate list]*

I/we would like to commence the modification/addition on _____
(date)

The following documents/photographs/sketches are provided in support of the application:

I/we

- Have read the Modifications and Additions Policy issued by the Executive Committee and accept that this application will be assessed on the basis of that Policy.
- Accept the conditions of approval set out in the Modifications and Additions Policy and agree to fully comply with them.
- Indemnify The Owners Corporation against any loss or damage that The Owners Corporation suffer as a result of the performance, maintenance, or replacement of the works on the common property or the apartment referred to in this application and/or for all costs (including legal costs) of considering and obtaining certification of the works incurred by The Owners Corporation and will pay those amounts to The Owners Corporation upon request.
- Accept liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the works to the common property referred to in this application and the responsibility to make good that damage immediately after it occurs.
- Acknowledge that if I/we fail to comply with any obligation under this application, then The Owners Corporation may take steps to remedy that failure or non-compliance and in doing so, The Owners Corporation has the right to:
 - o carry out all work necessary to perform that obligation;
 - o enter upon any part of the apartment to carry out that work; and
 - o recover the costs of carrying out that work from me/us as a debt (and include reference to that debt on levy notices and any other levy reports or information) and I/we acknowledge that any debt for which I/we are liable under this application is due and payable on written demand at the direction of The Owners Corporation and, if not paid at the end of one month from the date on which it is due, will bear until paid simple interest at an annual rate of 10% or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Signed _____

Date _____



3172168

LAND TITLES
ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

**APPLICATION TO REGISTER A COURT ORDER
OR A CHARGE**

Form 023 - CCH

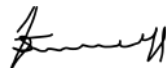
Land Titles Act 1925

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 / CHARGE FULL NAME AND ADDRESS (Surname Last) (ACN required for all companies)	COURT ORDER NUMBER OR NATURE OF CHARGE
	UT 3/2022

CERTIFICATION <i>*Delete the inapplicable</i>	
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	



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

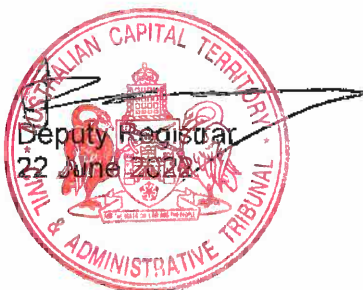
Dear Sir/Madam

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



**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





Access
Canberra.

Chief Minister



SR53099210

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3099210

STRATA CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Holly Louise Gullett Holly 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)

- ☒ Sealed copy of Minutes of Meeting
☒ Sealed copy of Resolution/Motion
☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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 Louise Gullett
Holly Gullett
Business Manager

Witnessed By:
Ella Morelia
Assistant Strata Manager

<Name of certifying party>

<Capacity of certifying party>

for: Raine & Horne Strata
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by	VO	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 Louise Gutter
 Change of Name by.....
 Category.....1.....
 Sighted by Ashlee Spencer
 Date.....12 AUG 2021.....

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



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 Bibb (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), Mr 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.



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. Bibb 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 pursuit 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.



- ♦ 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 au fait 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.



- ◆ 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 au fait 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 they 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.'

MOTION CARRIED





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



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

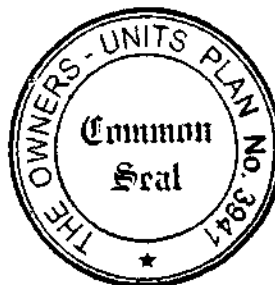
- ♦ Genuine fear that laundry would not be secured adequately, blowing onto surrounding streets, presenting potential safety hazards to cars and pedestrians below.
- ♦ Could affect the aesthetics of the unique design of Manhattan

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 Bibb (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.

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-kmph 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.



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.

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.



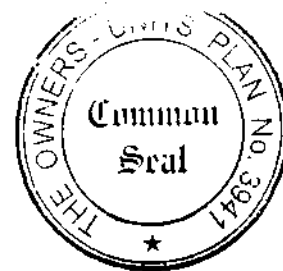
10. Safety and Security

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 etc 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.



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.



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



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 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.



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.



ACT
Government

Justice and Community Safety



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13/09/2017 10:51:23 H0000

2111133

CORRECT THE REGISTER

Form 004 - CRE
Softdocs- 56

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Landdata	11-13 Lawry Place Macquarie.	6202 7600.

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) SURVIVOR

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
OWNER'S CORPORATION
OF LP 3941

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 LAWREN PLACE
MACQUARIE ACT.



Signature of witness

OFFICE USE ONLY

Lodged by		Certificate of title lodged	2104 90 (2)
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	Stat Dec & 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

1, 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 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 91 NORTHDAVE on 7th THURSDAY 7th SEPTEMBER 2017
Before me, AENEAS TURNER

7 Signature of person before whom the declaration is made (see over)

7  Tony Heywood
Certified Practising Accountant
1518/240 Bunda St
Canberra ACT 2601

8 Full name, qualification and address of person before whom the declaration is made (in printed letters)

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.

This should read as follows:

PT 331 should be amended to read PT329
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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

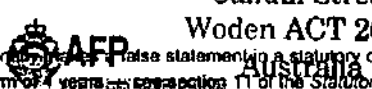
Before me,

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 Patricia McDonald, First Constable of Police, AFP
20999 WODEN POLICE STATION
Callum Street
Woden ACT 2608


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, or a fine, or both, under 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

Justice and Community Safety

OFFICE OF RE
ACT Justice and Communi

SR\$2009033

23/12/2015 11:20:11

2009033**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094-SR

Land Titles Act 1925

LOGGING 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
2104-90	CANBERRA	52	1	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)

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

Signature	Signature
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

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**



Seal

**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



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 quarterly 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 quarterly 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.
- (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. 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 any 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 residents¹ 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.



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 etc 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 barbecues 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 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



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 REGISTRATION
ACT Justice and Community Safety



SR\$1960341

02/03/2015 13:51:21 HARTN

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

1960341

Form 094 - SR

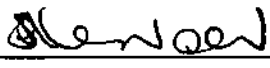
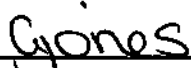
Land Titles Act 1925

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				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
4 2104:90	CITY	108 52	1	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) -	

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			
Registered by		Registration Date	17 MAR 2015

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**



Seal

**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.*

- 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 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



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.

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

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



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).

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

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

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.
- (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. 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 any 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

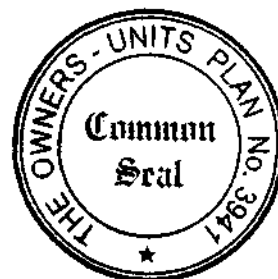
The following House Rules (rules) have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents¹ of Units Plan 3941 'Manhattan On The Park' (Manhattan). At all times and in all matters, the Unit Titles (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. (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 32)
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 38)

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 38)



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.



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 etc 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 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 80)
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 barbecues 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 36)
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 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



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 REGULATORY SERVICES
ACT Justice and Commu

LAND TITLES



SR\$1929136

24/07/2014 11:46:26 PIDCE

**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
2104190	CITY	52	1	3941

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

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

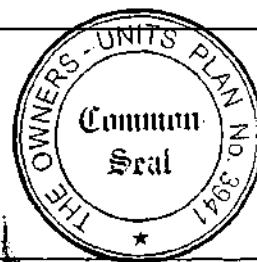
SUPPORTING DOCUMENTATION

(Please tick appropriate item – Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting
- ☐ Sealed copy of Resolution/Motion
- ☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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 ok'd by
Registered by	Registration Date	25 JUL 2014 Jan 25/17

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)

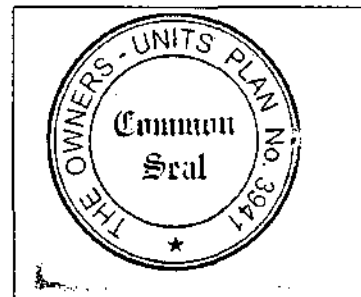
A4 - Owners Corporation Declaration

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 Theatre, 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 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 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 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 Bibb (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



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).

(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 any 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.

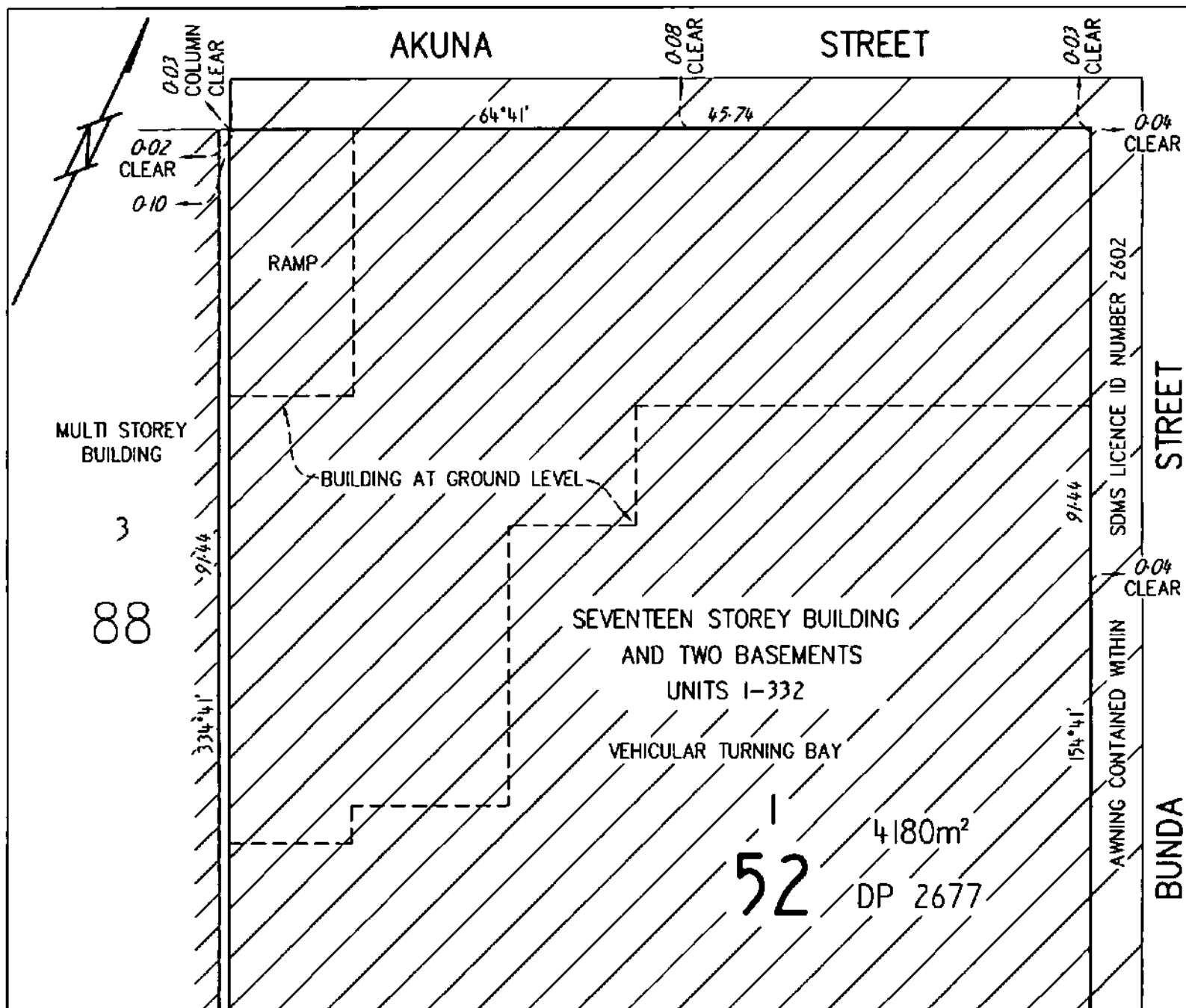


Form 088 - SP

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



SHEET 2 ADJOINS

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

Markes 23/8/13

Registered Surveyor

Sharon Harmer

Sharon Harmer.....

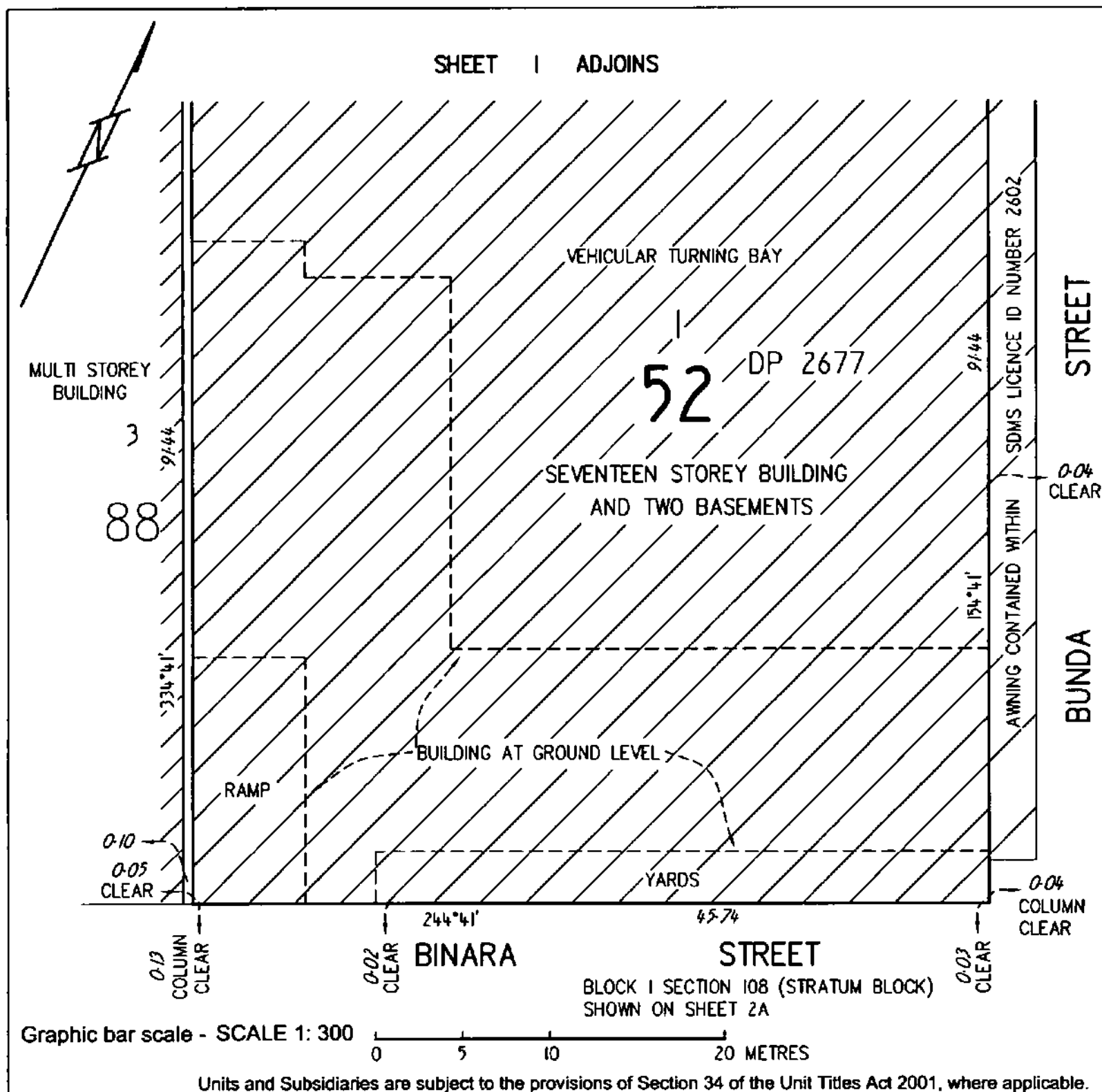
Delegate of the
 ACT Planning and Land Authority

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



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 REGISTRATION NO- 0138771

Registered Proprietor

[Signature] 23/8/13
 Registered Surveyor

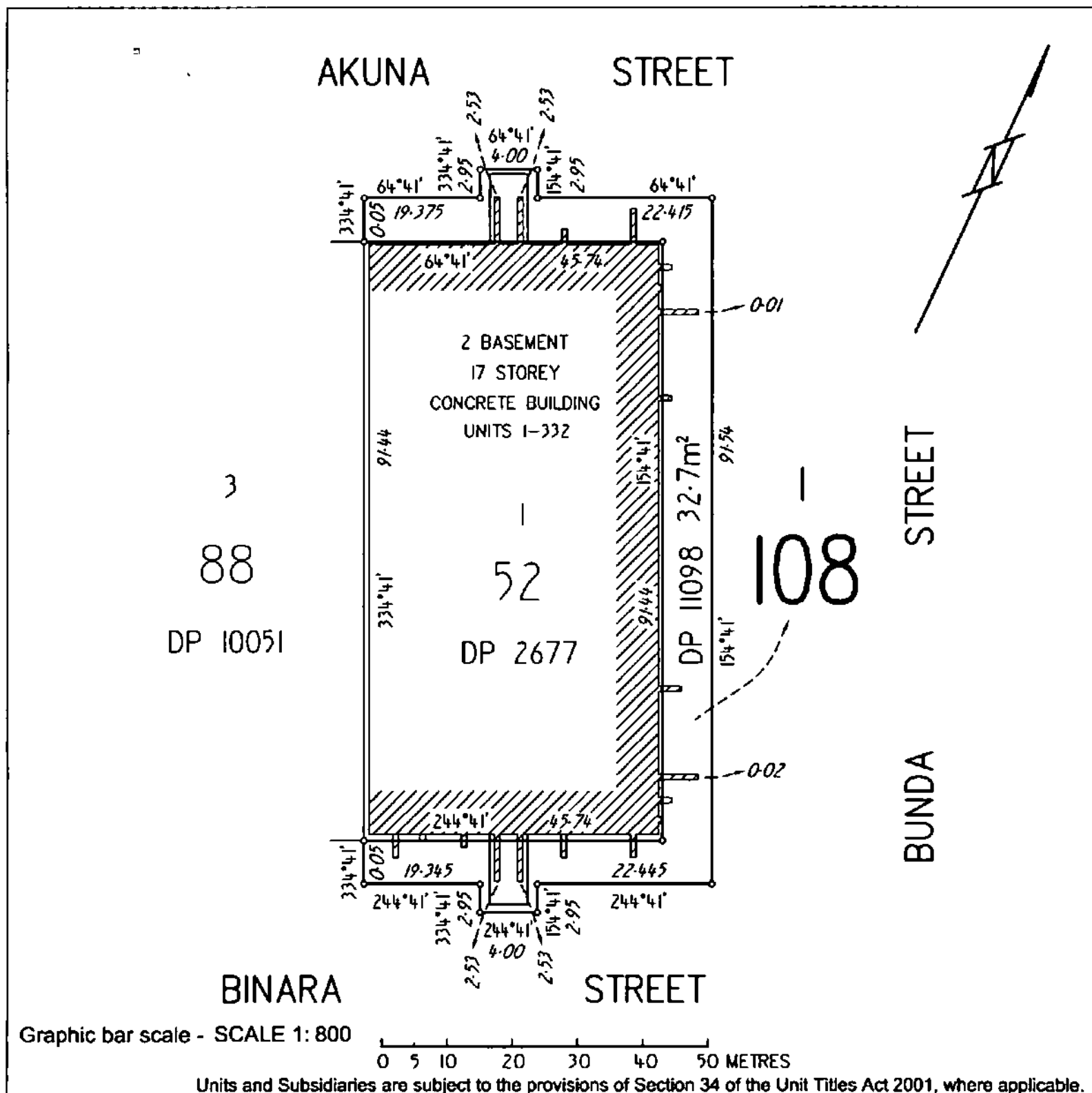
[Signature]
 Sharon Harmer
 Delegate of the
 ACT Planning and Land Authority

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	I	A	3941



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Sharon Harmer
 Sharon Harmer

Delegate of the
 ACT Planning and Land Authority


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

APPROVED UNDER THE UNIT TITLES ACT 2001,

AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

 Sharon Harmer Delegate of the Authority / Executive	2- September-2013 Dated

OFFICE USE ONLY

LODGED BY		REGISTERED BY	/b
EXAMINED BY		REGISTRATION DATE	- 4 SEP 2013
DATA ENTERED BY			

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

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

**SUE**

Form 07B

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	2105	31
42	26	3	2105	32
43	37	3	2105	33
44	36	3	2105	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

Signature of Lessee

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Brett Phillips
 Registrar-General

Deputy Registrar-General



**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

[Signature]
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Brett Phillips
Registrar-General

Deputy Registrar-General



**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	66
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

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Dated Second this day of September 2013

Sharon Harmer

Delegate of the Authority/Executive

Brett Phillips

Registrar-General

Deputy Registrar-General



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

Signature of Lessee

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Folio

2104

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Column 1 above is the schedule of unit entitlement approved for the
subdivision.

Dated Second ~~Sept~~ this day of September 2013

Sharon Harmer

Delegate of the Authority/Executive

Brett Phillips
Registrar-General

Deputy Registrar-General



**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

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[Signature]
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Volume

Folio

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Dated **Second** this day of **September** 2013

[Signature]

Sharon Harmer

Delegate of the Authority/Executive

[Signature]

Brett Phillips
 Registrar-General



Deputy Registrar-General

**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

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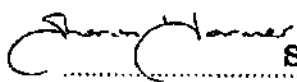
Folio

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Dated Second this day of September 2013



Sharon Harmer

Delegate of the Authority/Executive



Brett Phillips
 Registrar-General



Deputy Registrar-General

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	2106	87
198	31	3	2106	88
199	24	3	2106	89
200	35	3	2106	90

Aggregate

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Dated Second this day of September 2013

[Signature]
 Sharon Harmer

Delegate of the Authority/Executive

[Signature]
 Brett Phillips
 Registrar-General



Deputy Registrar-General

**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

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** 20**13**

Sharon Harmer

Delegate of the Authority/Executive

Brett Phillips

Registrar-General



SUE

Form 07B

**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

Signature of Lessee

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 subdivision.

Dated Second this day of September 2013

Sharon Harmer

Delegate of the Authority/Executive

Brett Phillips
 Registrar-General



Deputy Registrar-General

**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

[Signature]
 Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Second this day of September 2013

[Signature]
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

[Signature]
Brett Phillips
Registrar-General

Deputy Registrar-General



**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

38 Akuna Pty Limited by its attorney Alfonso del Rio
 pursuant to Attorney registration No. 0138771

[Signature]
 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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Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Second this day of September 2013

[Signature]
 Sharon Harmer

Delegate of the Authority/Executive

[Signature]
 Brett Phillips

Registrar-General

Deputy Registrar-General

SUE

Form 078



REPLACEMENT SHEET ISSUED
 REFER CR 1912996
 REGISTERED 28 APRIL 2014

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

38 Akuna Pty Limited by its attorney Alfonso del Rio
 pursuant to Attorney registration No. 0138771

Signature of Lessee

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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



**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
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
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 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



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
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	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as	

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



Form 078

SCHEDULE OF UNIT ENTITLEMENTS

District/Division	Section	Block
CITY	52 & 108	1 & 1

3941

[illegible]

1001


Signature of Lessee

Signature of Lessee

Dated seventh this day of April 2014

Lyn Tankey Lyn Tankey
Delegated Authority/Executive

Folio

2104

90

Brett Phillips
Registrar-Generat



Deputy Registrar-General

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

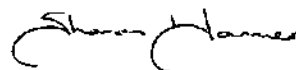
Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										SUBSIDIARY TOTAL
UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
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	28	3	33	3
32	85	15th	1507					1	85	2	57	3	42	3
33	85	15th	1506					1	85	2	47	3	48	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	48	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

Delegated of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

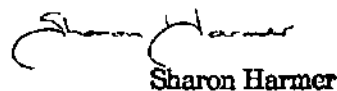
Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
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

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

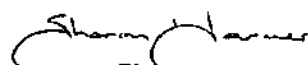
Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
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	38	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

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										SUBSIDIARY TOTAL
UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
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	38	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	38	3	40	3
200	71	8th	807					1	71	2	58	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

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

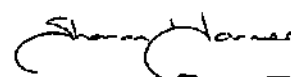
Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										
UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
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	38	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- 0138771



Registered Proprietor



Sharon Harmer

Delegate of the
ACT Planning and Land Authority

Form 091 - FP

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

REPLACEMENT SHEET ISSUED
REFER CR 1912996
REGISTERED 28 APRIL 2014

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT IDENTIFIER				SUBSIDIARIES										SUBSIDIARY TOTAL
UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
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	48	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
Sharon HarmerDelegate of the
ACT Planning and Land Authority

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										
UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		PORCH		BALCONY		CARPORT / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
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

V Valley
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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
 X 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.

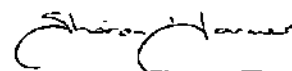
SUBSIDIARIES ARE SUBJECT TO THE PROVISION OF ACCESS FOR
MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

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

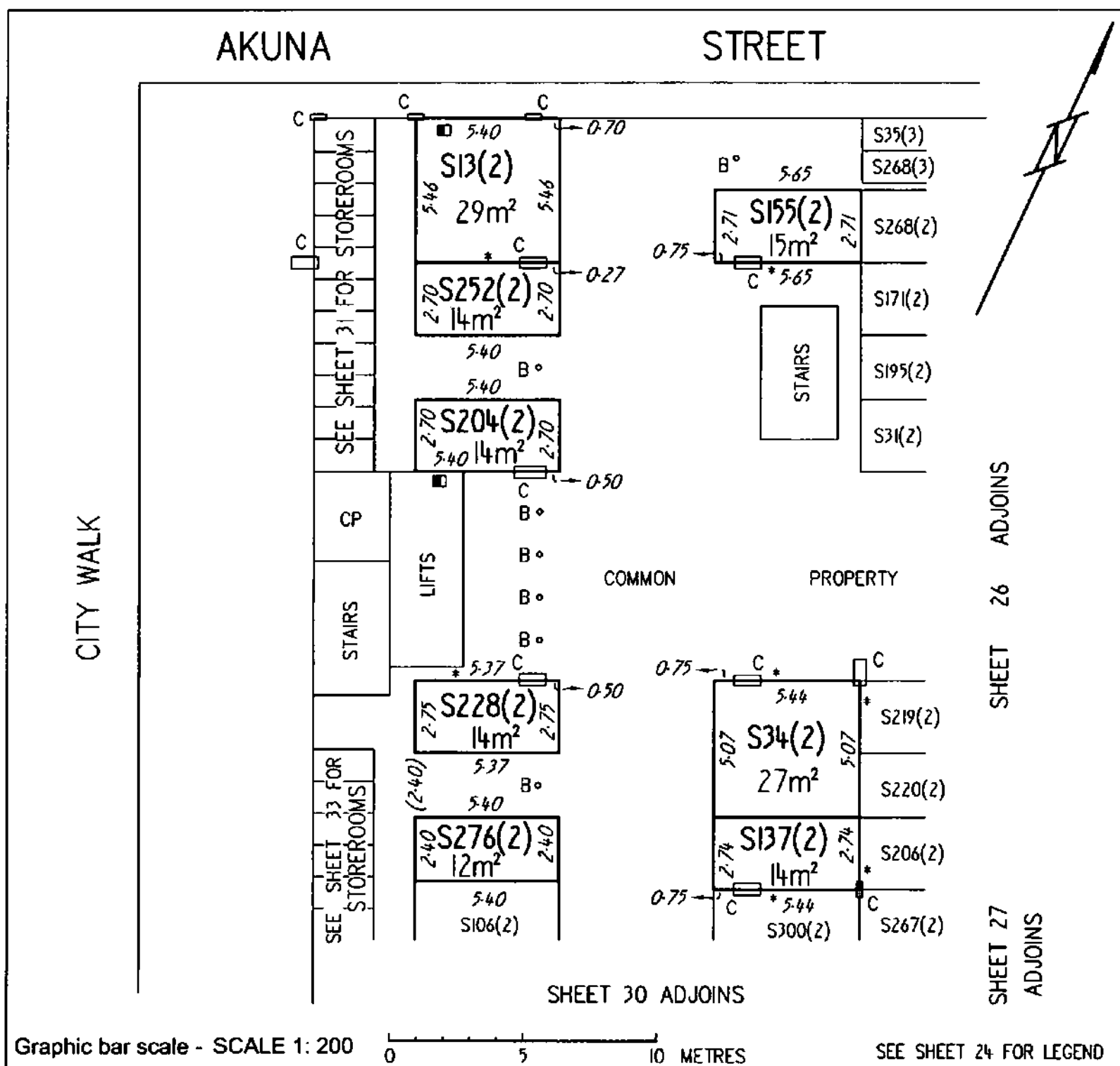
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ACT Planning and Land Authority

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES - CARPORTS



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PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO. 0138771

Registered Proprietor

Sharon Harmer
Sharon Harmer

Delegate of the
ACT Planning and Land Authority

LAND TITLES

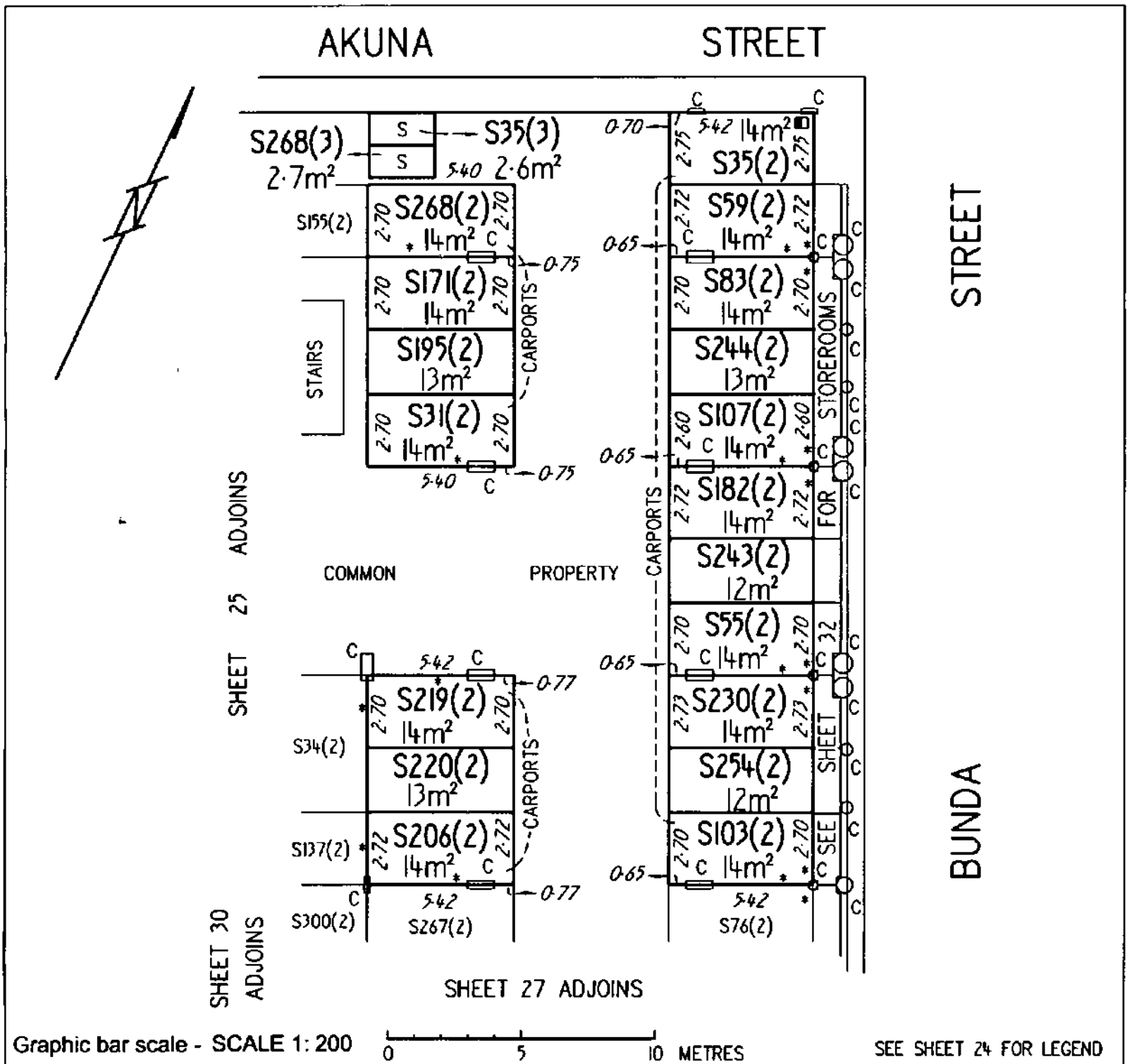
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
BASEMENT 2	



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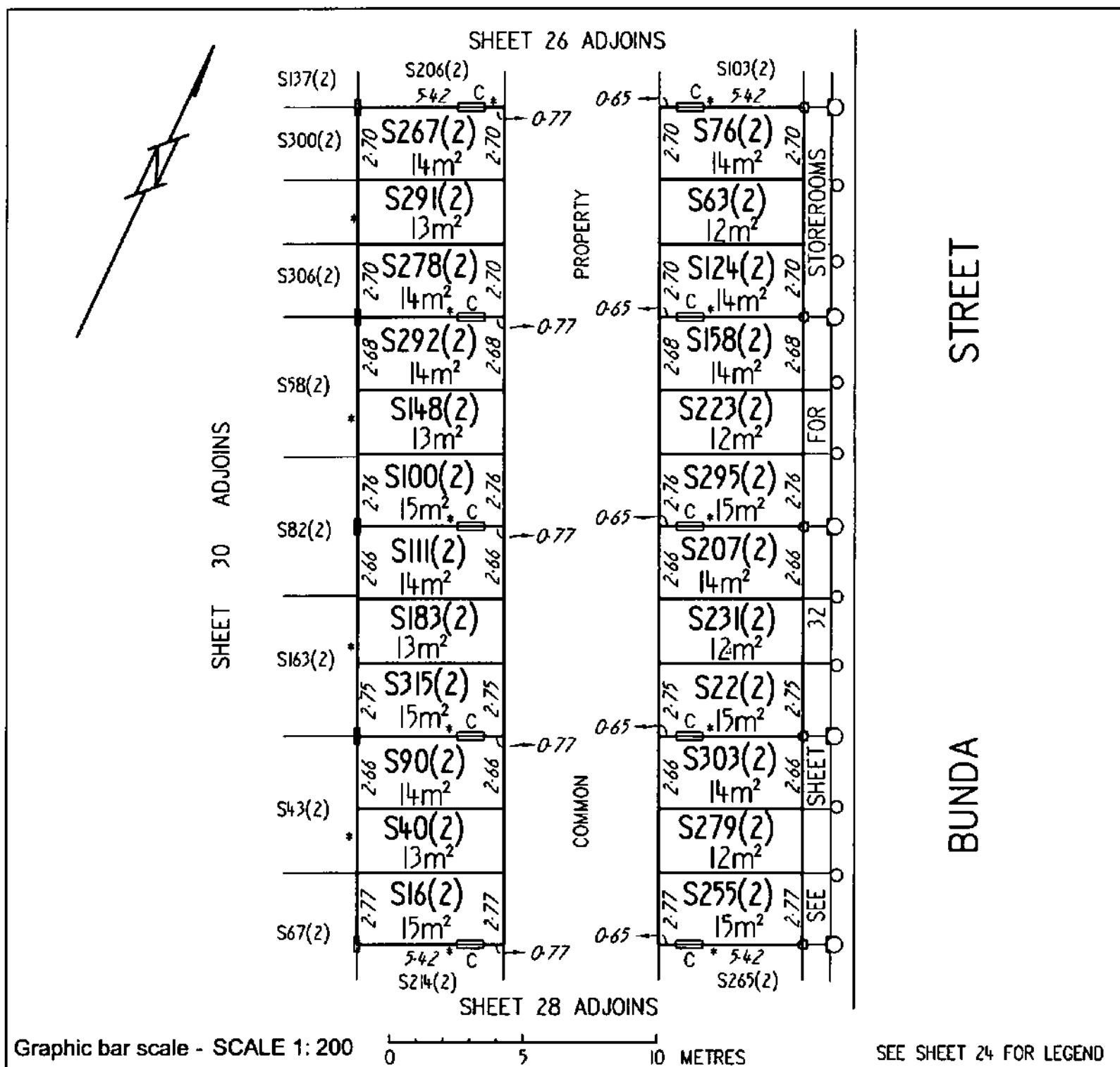
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES - CARPORTS



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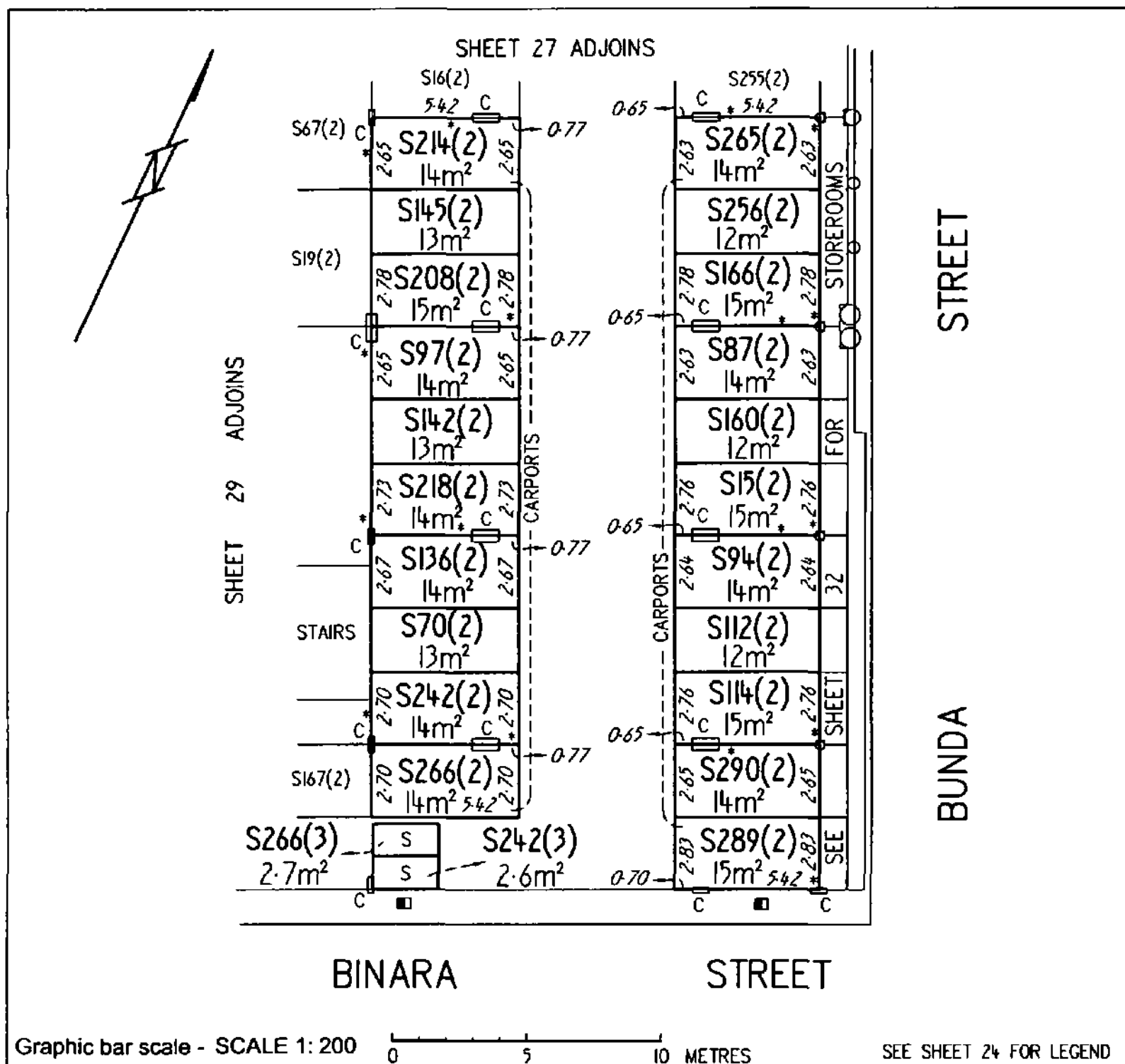
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES



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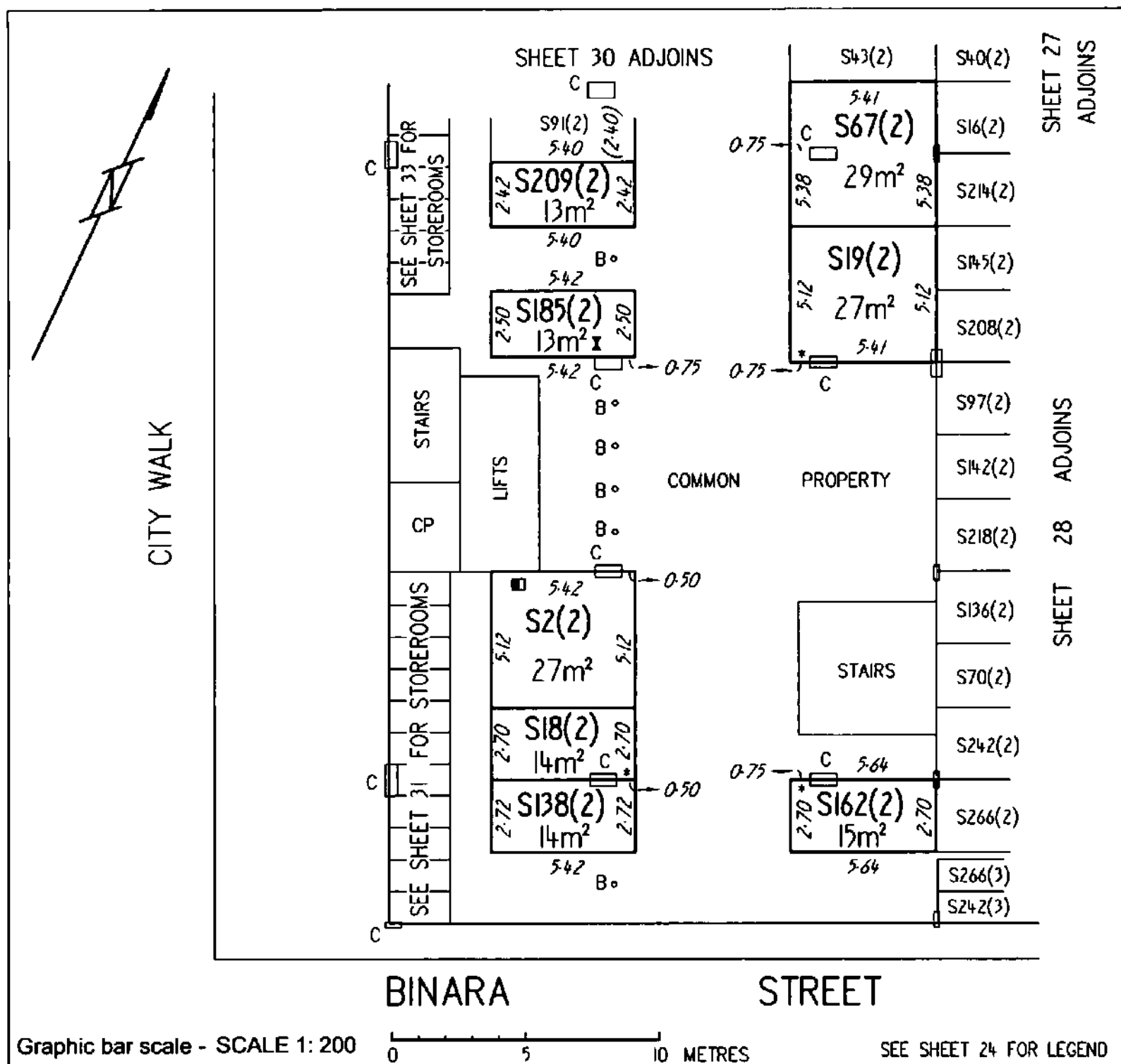
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES - CARPORTS



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Sharon Harmer
.....Sharon Harmer.....

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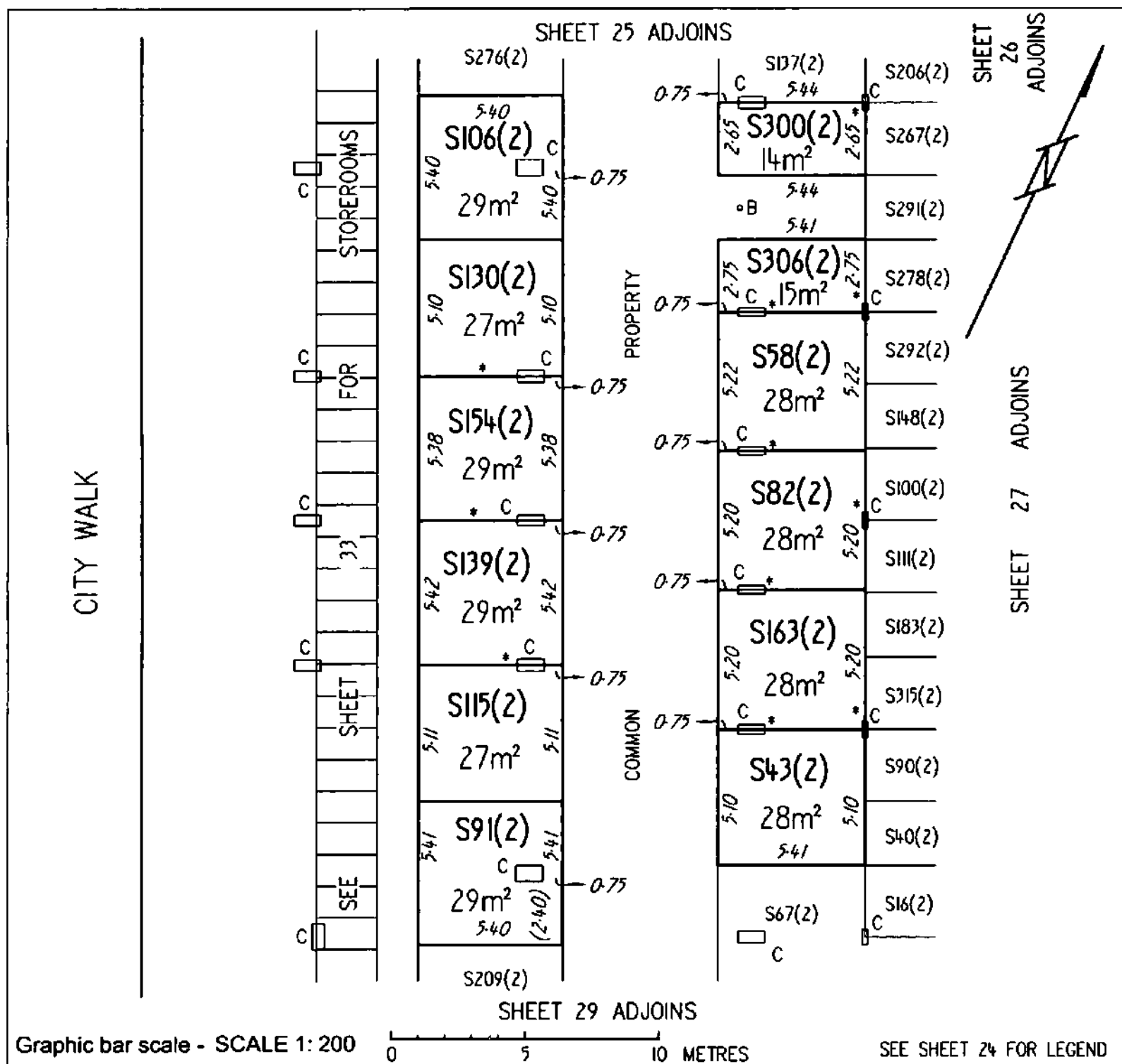
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES - CARPORTS



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REGISTRATION NO- 0138771

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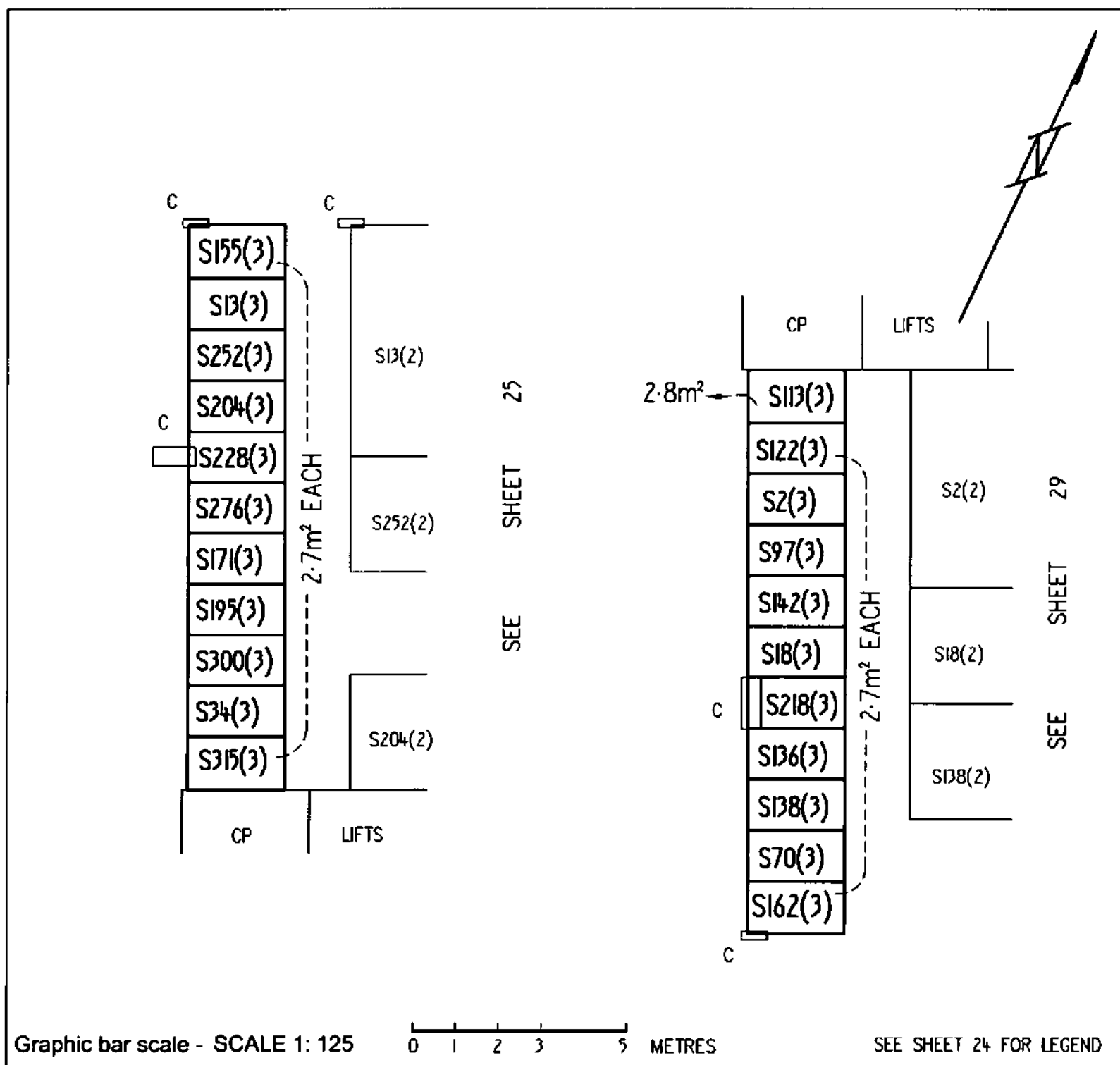
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES – STOREROOMS



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 ALFONSO DEL RIO
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 REGISTRATION NO- 0138771

[Signature]
 Registered Proprietor

[Signature]
 Sharon Harmer

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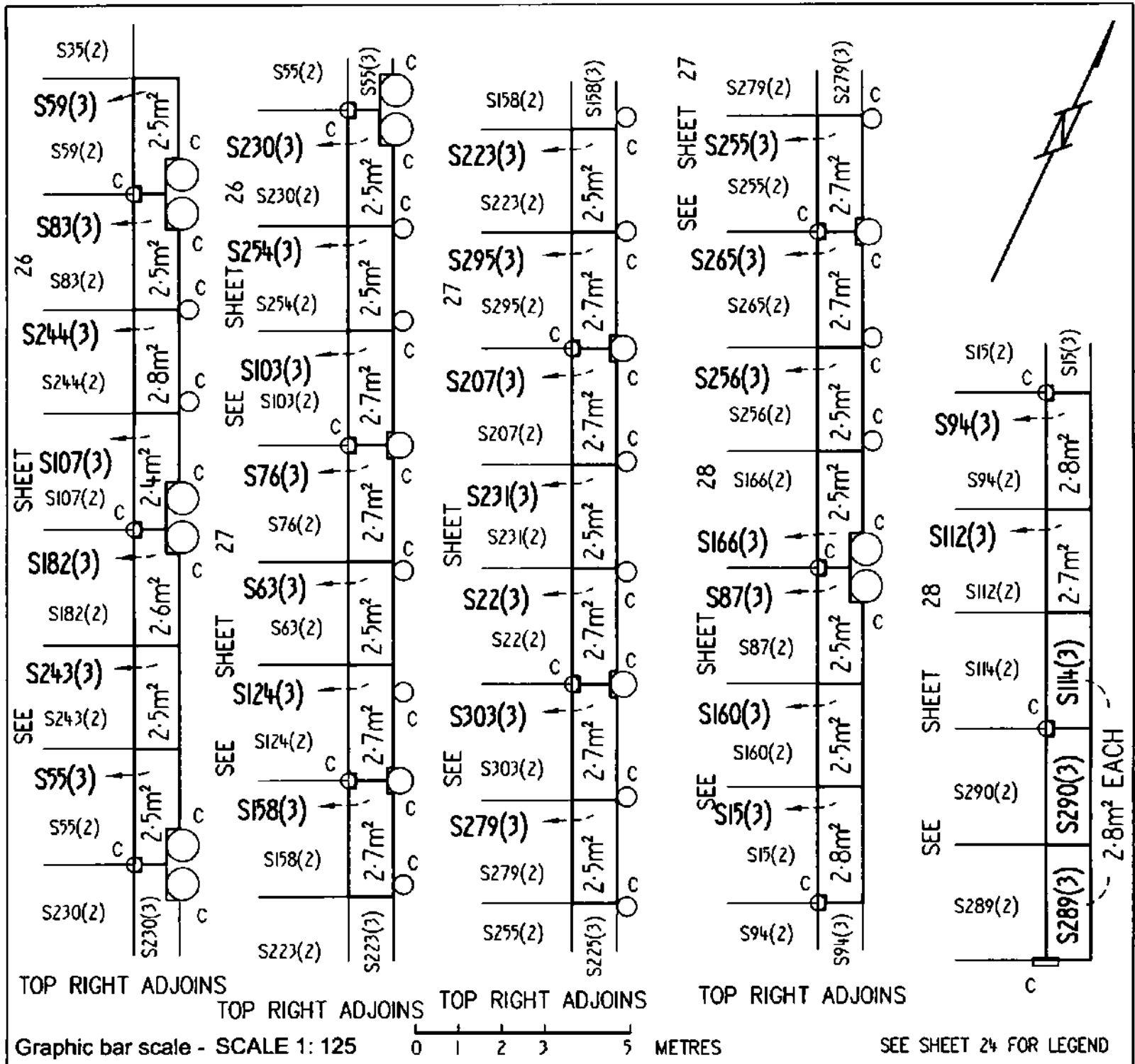
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES - STOREROOMS



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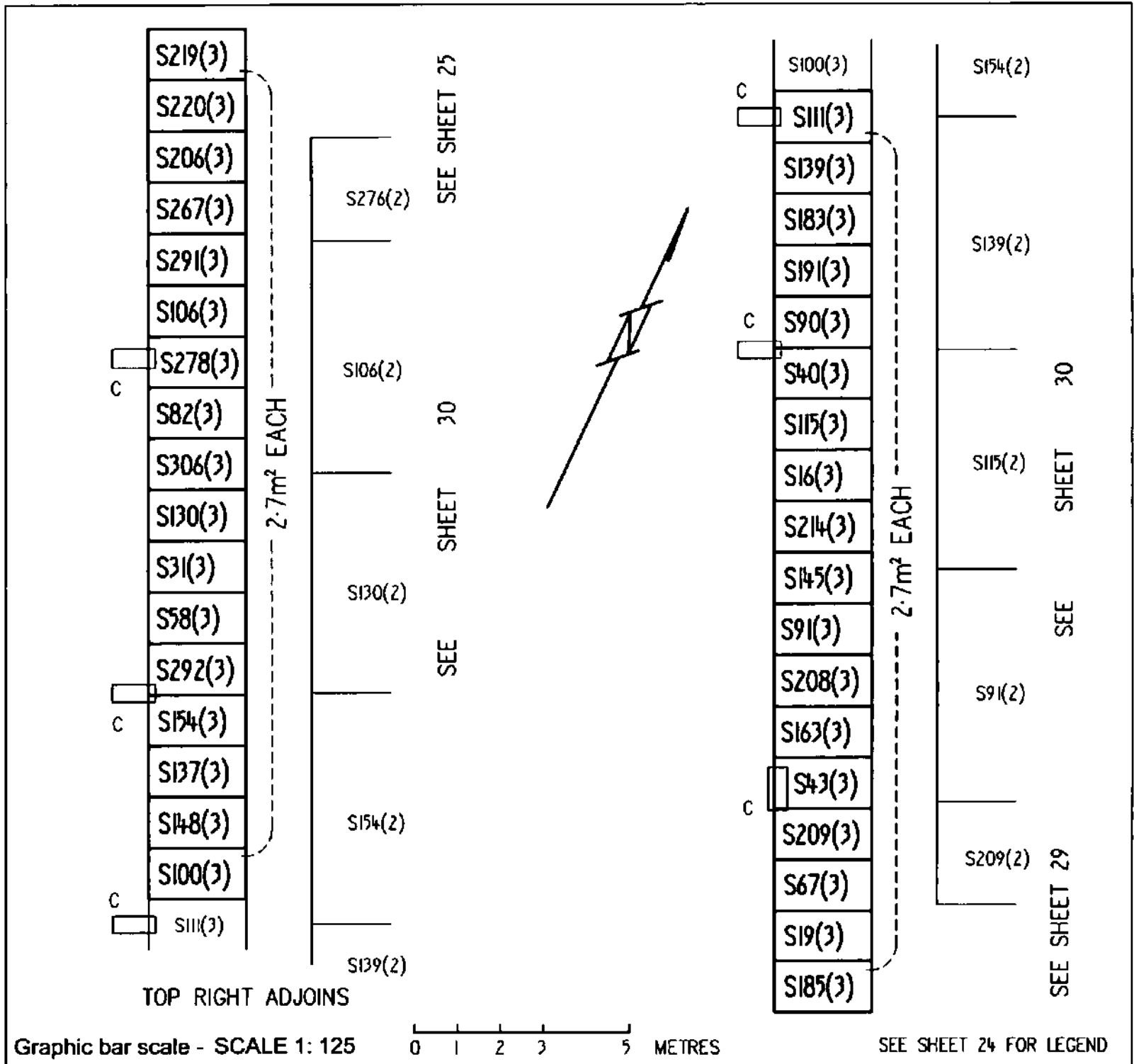
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	 	3941

FLOOR NUMBER	BASEMENT 2	UNIT SUBSIDIARIES - STOREROOMS



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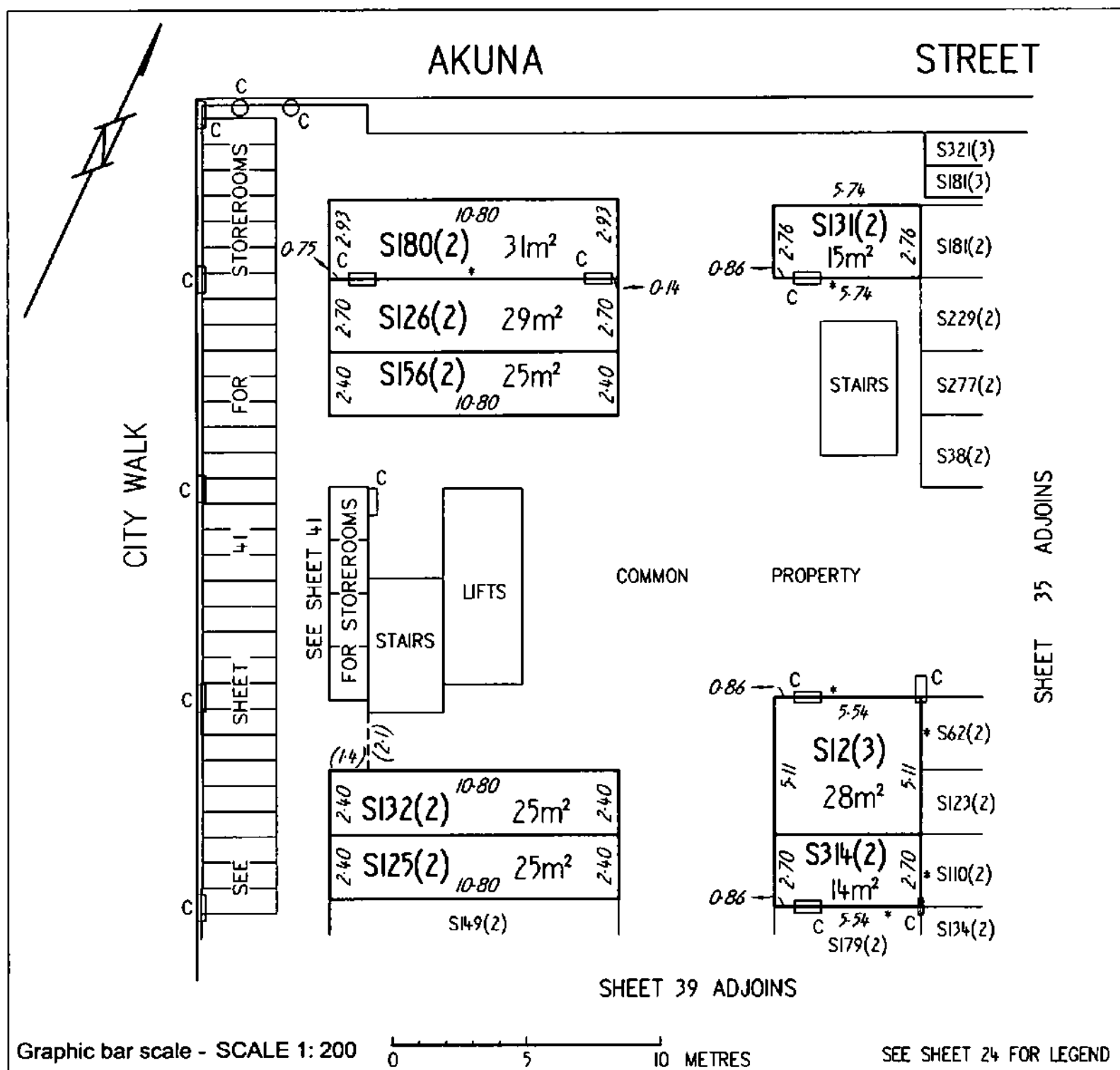
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT 1	UNIT SUBSIDIARIES - CARPORTS



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REGISTRATION NO. 0138771

Registered Proprietor

Sharon Hawes

Sharon Harmer

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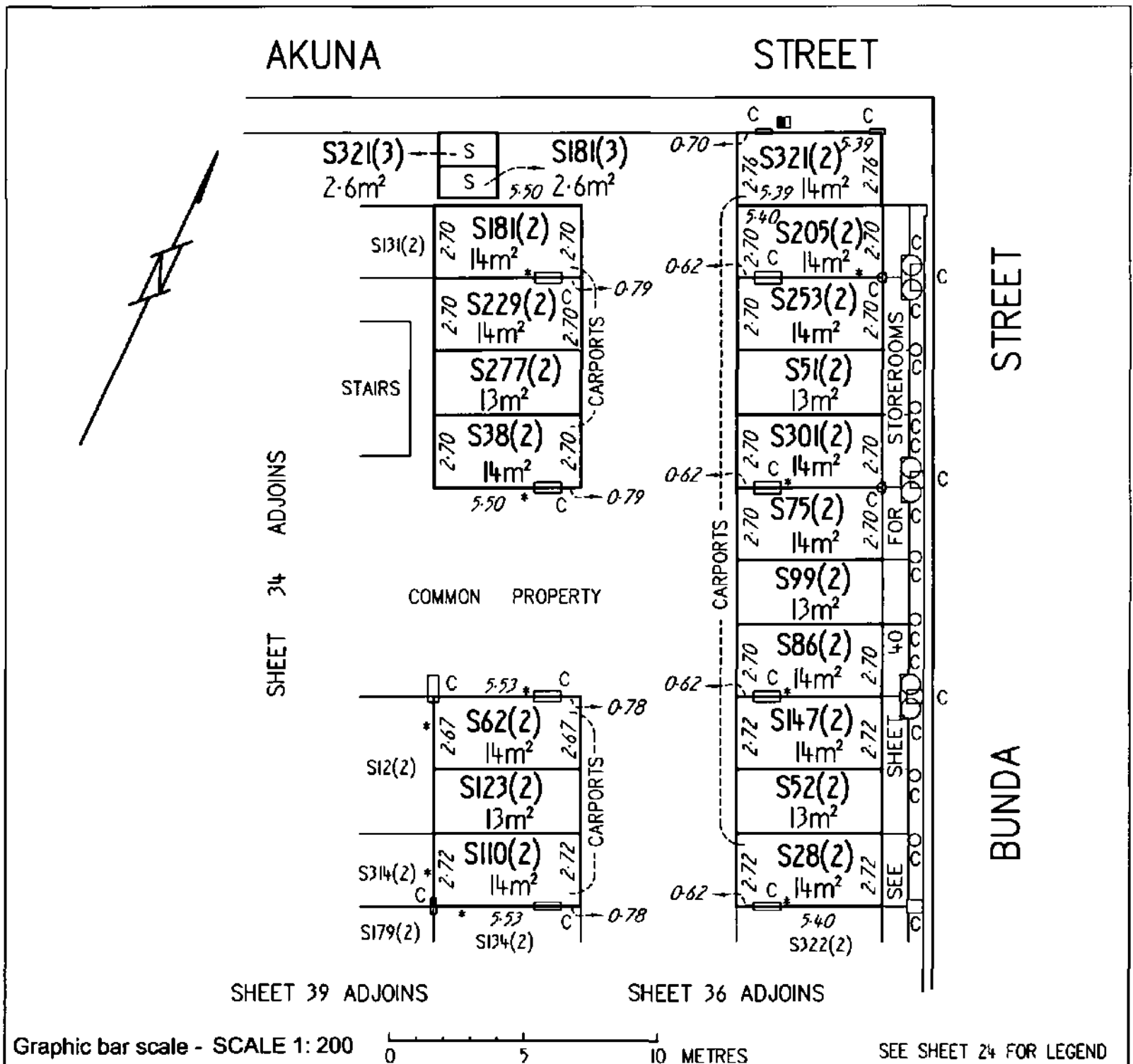
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
BASEMENT I	



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ALFONSO DEL RIO
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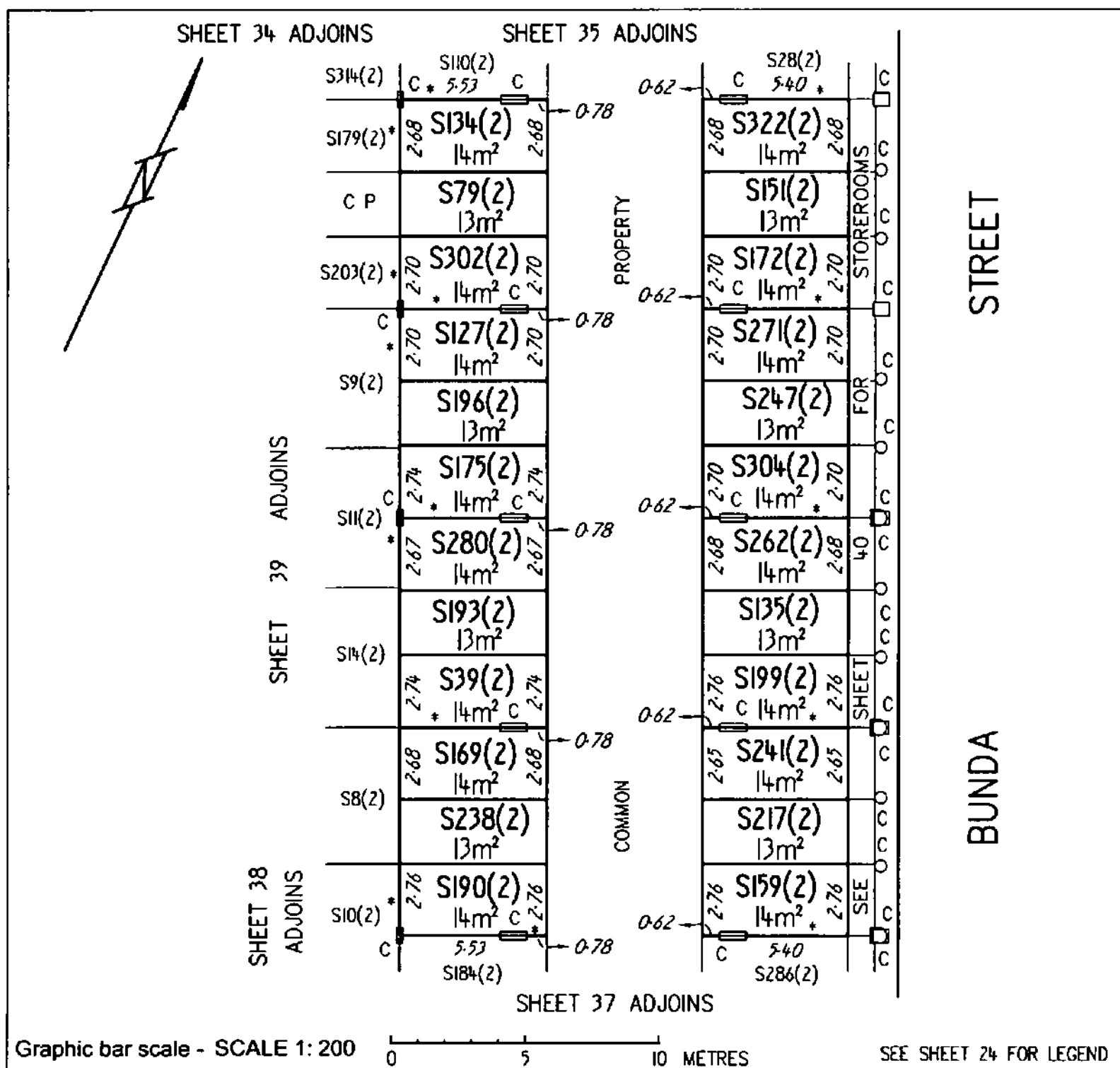
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	BASEMENT I	UNIT SUBSIDIARIES - CARPORTS



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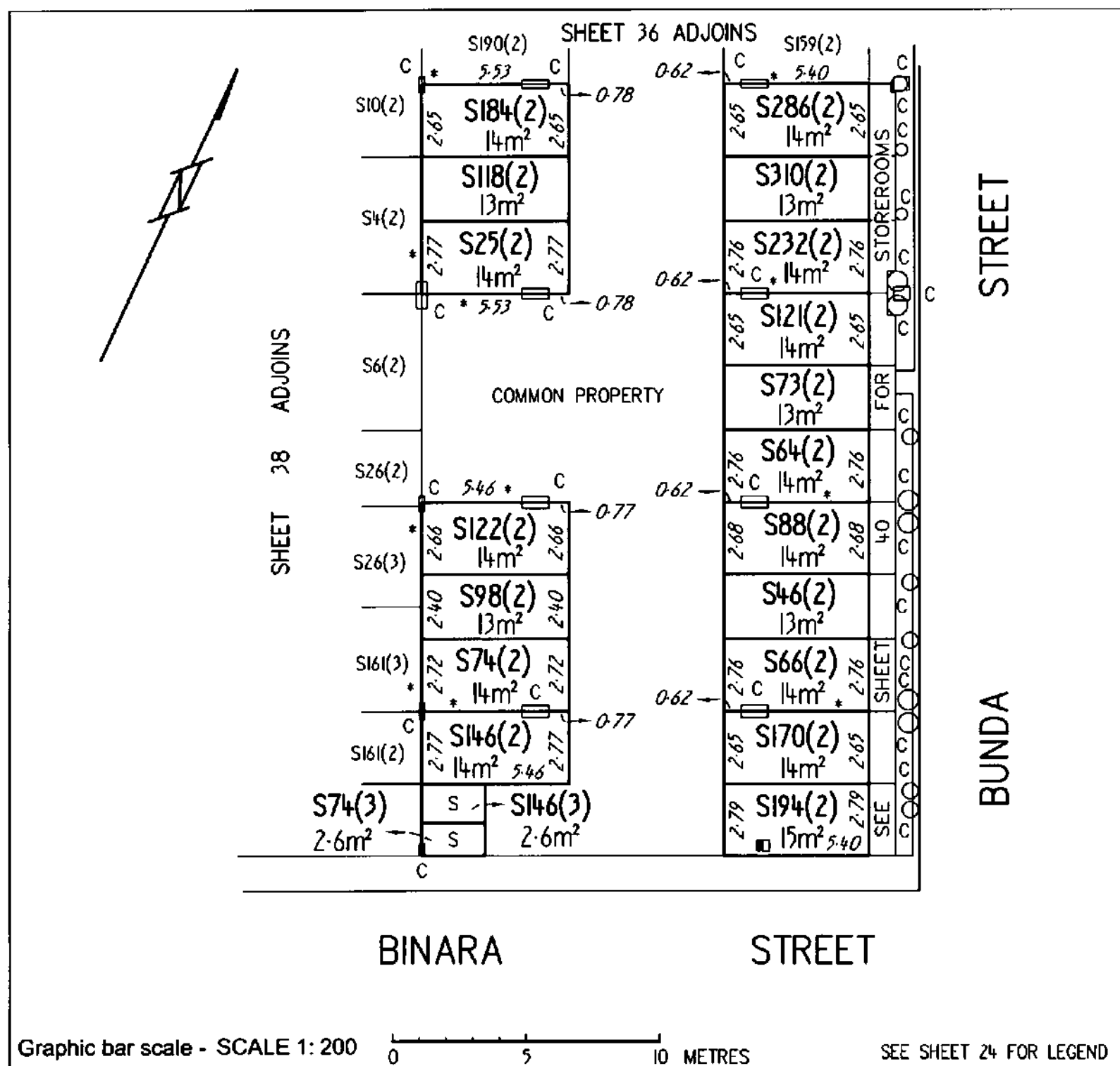
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
BASEMENT I	



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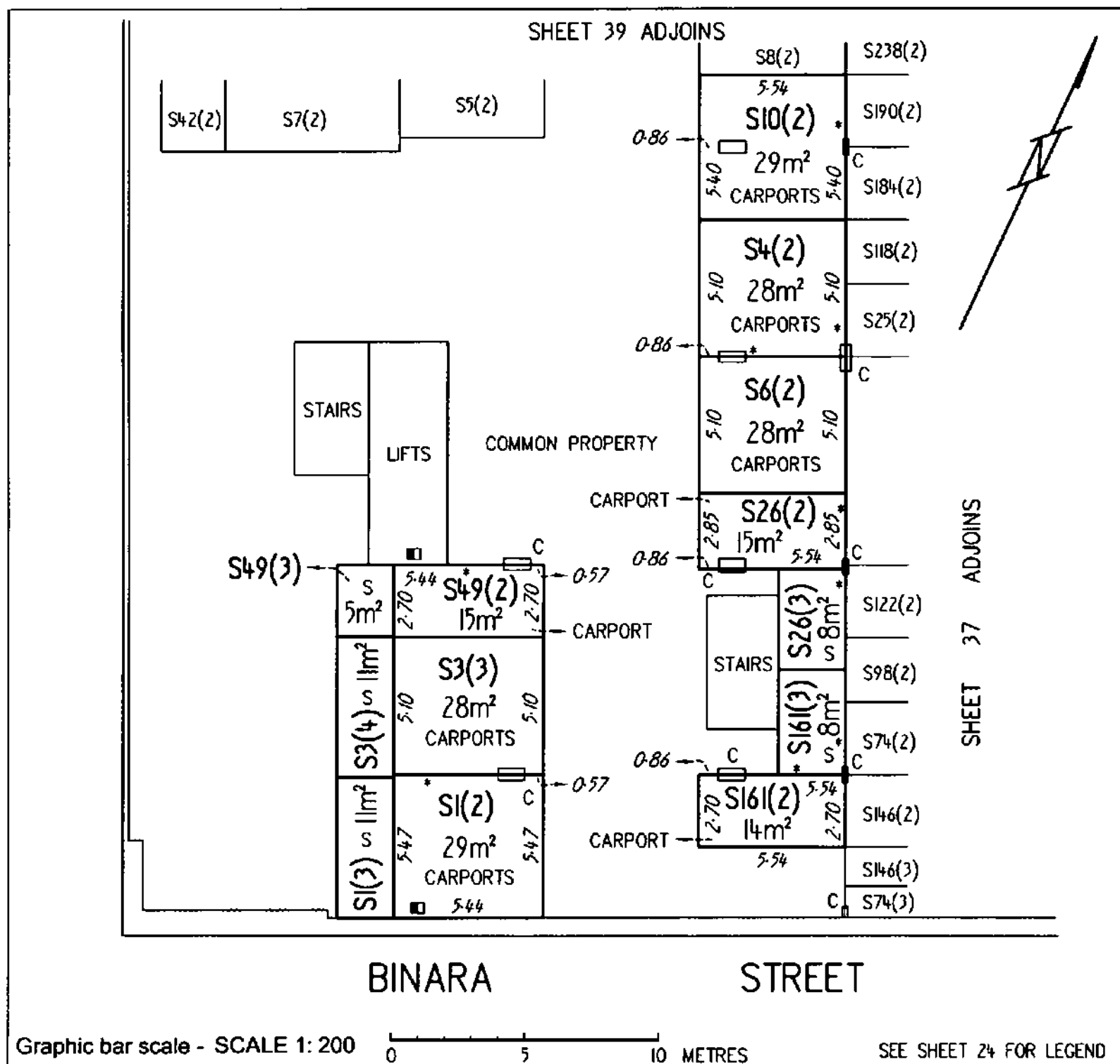
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
BASEMENT I	



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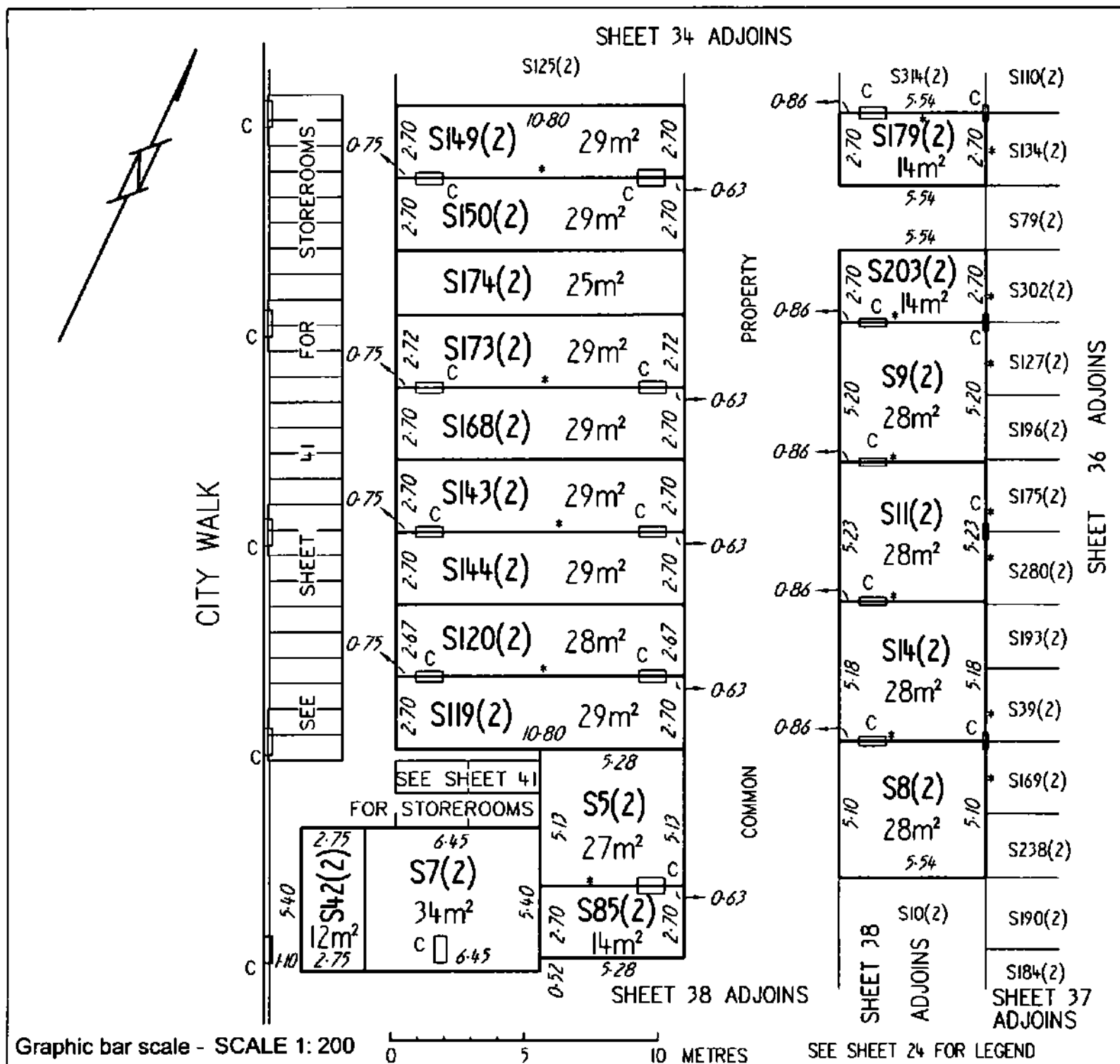
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	BASEMENT I	UNIT SUBSIDIARIES - CARPORTS



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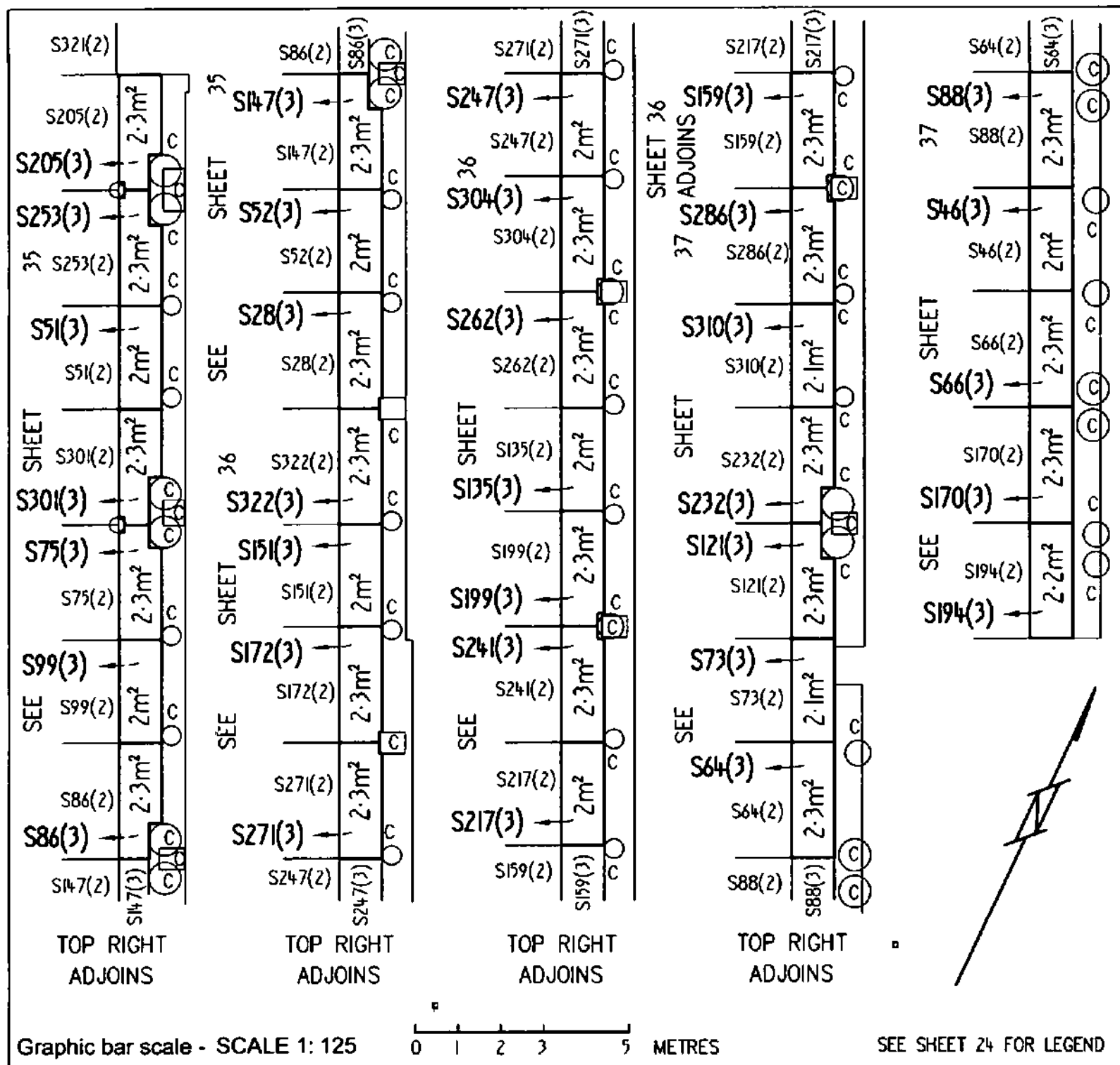
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	BASEMENT I	UNIT SUBSIDIARIES - STOREROOMS



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REGISTRATION NO- 0138771

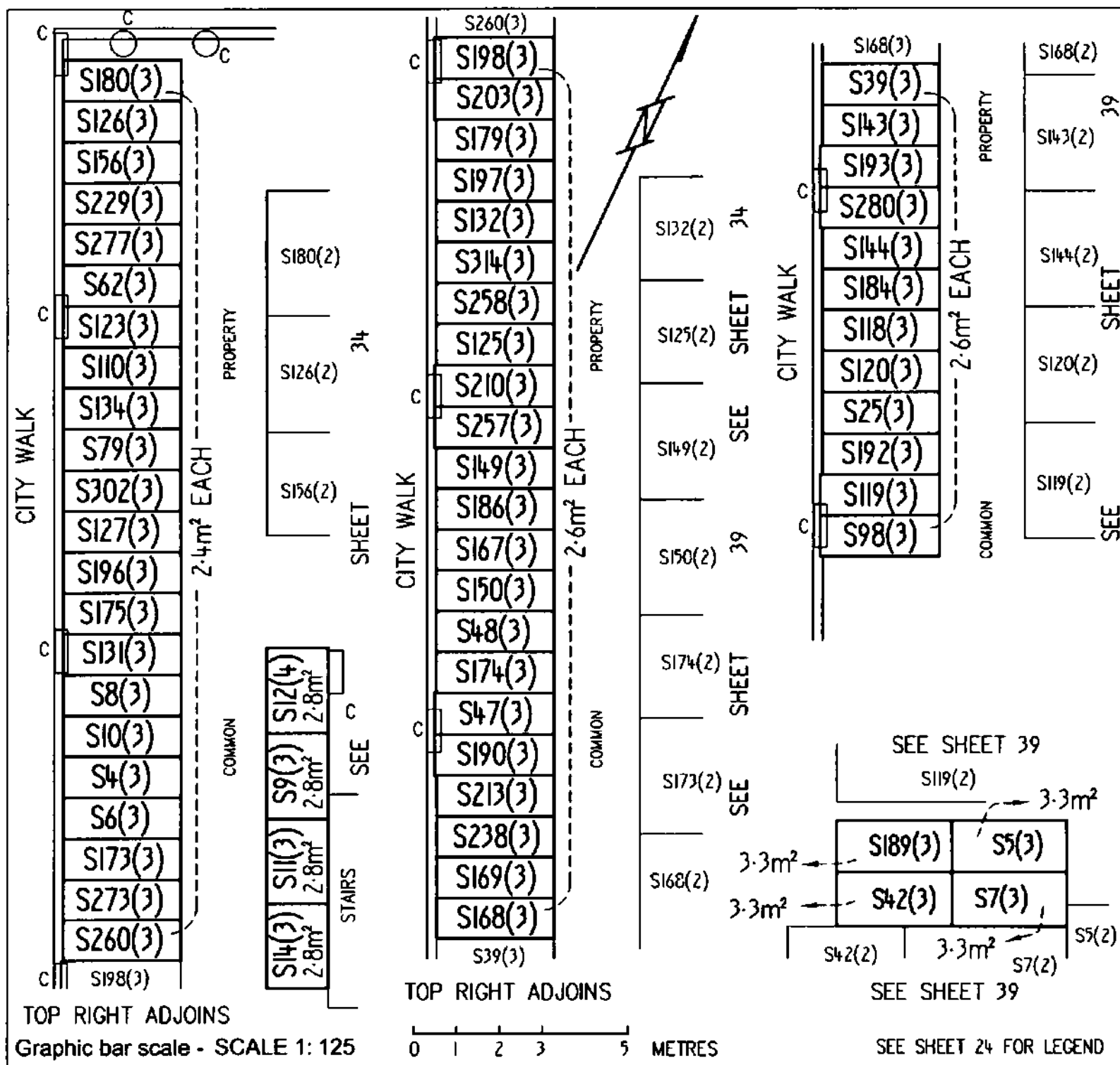
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Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

UNIT SUBSIDIARIES - STOREROOMS



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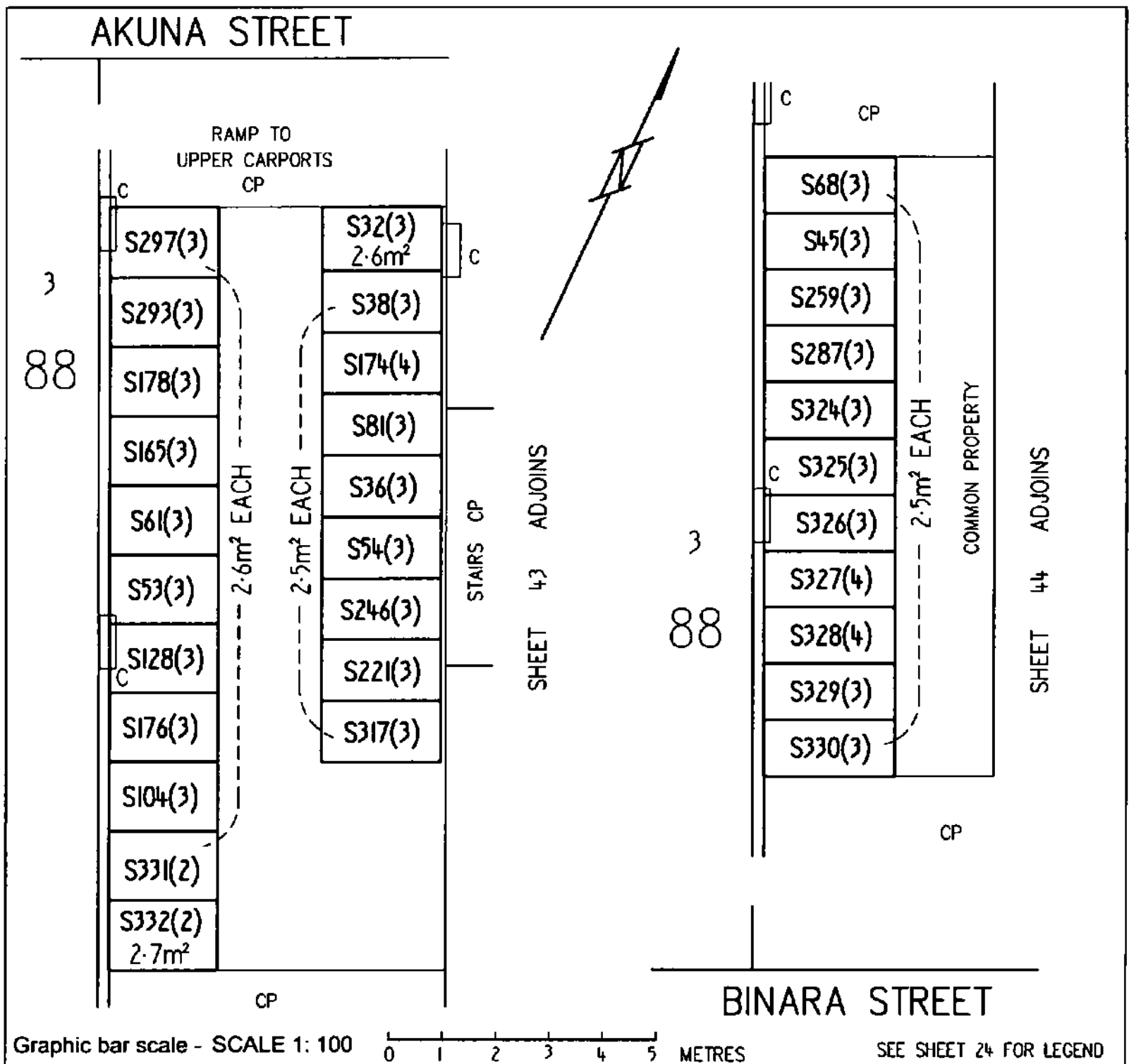
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	GROUND	UNIT SUBSIDIARIES - STOREROOMS



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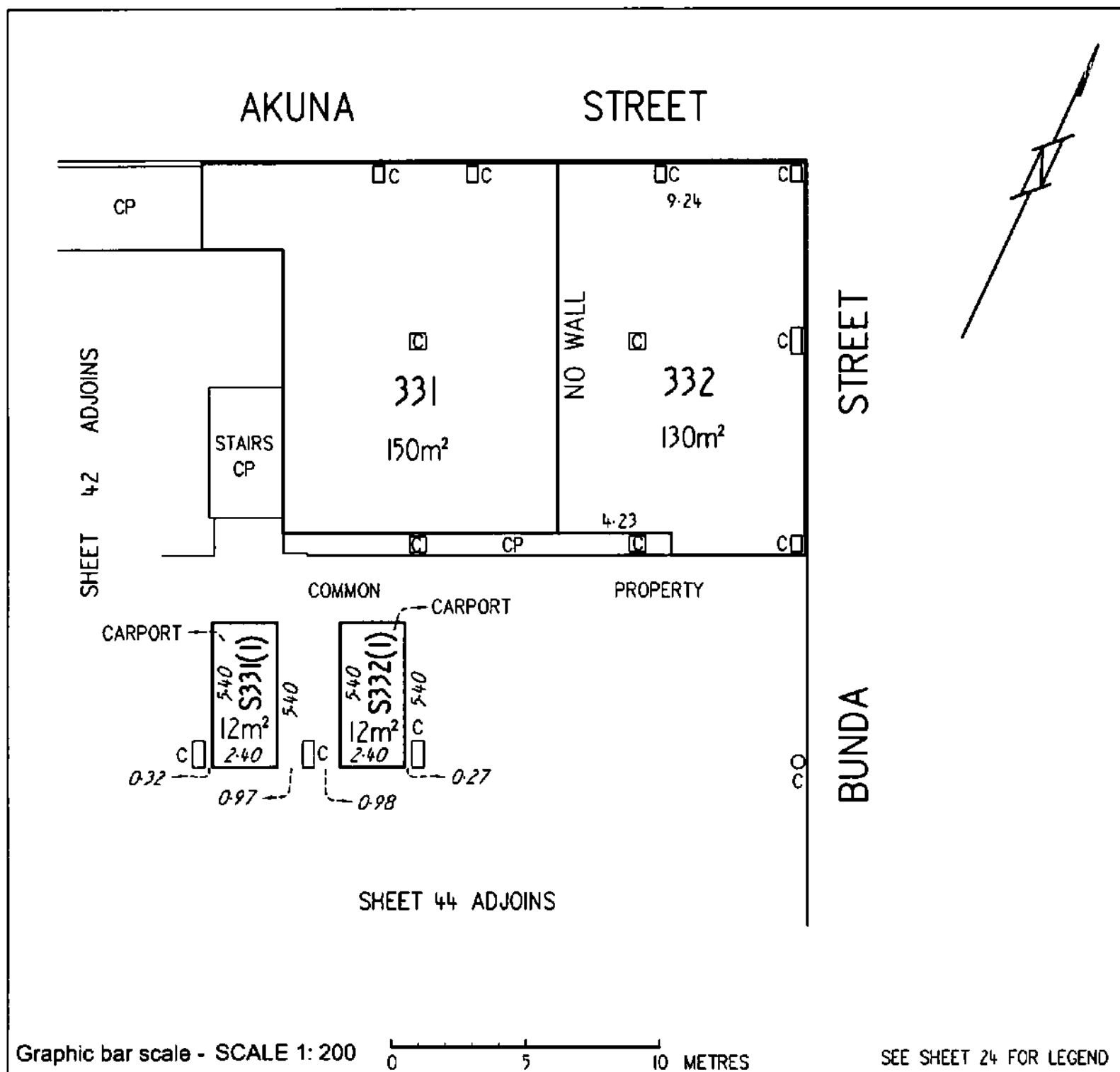
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FLOOR PLAN

Division	Section	Block	UNITS, PLAN No.
CITY	52 108		3941

FLOOR NUMBER	UNIT & UNIT SUBSIDIARIES
GROUND	



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REGISTRATION NO. 0138771

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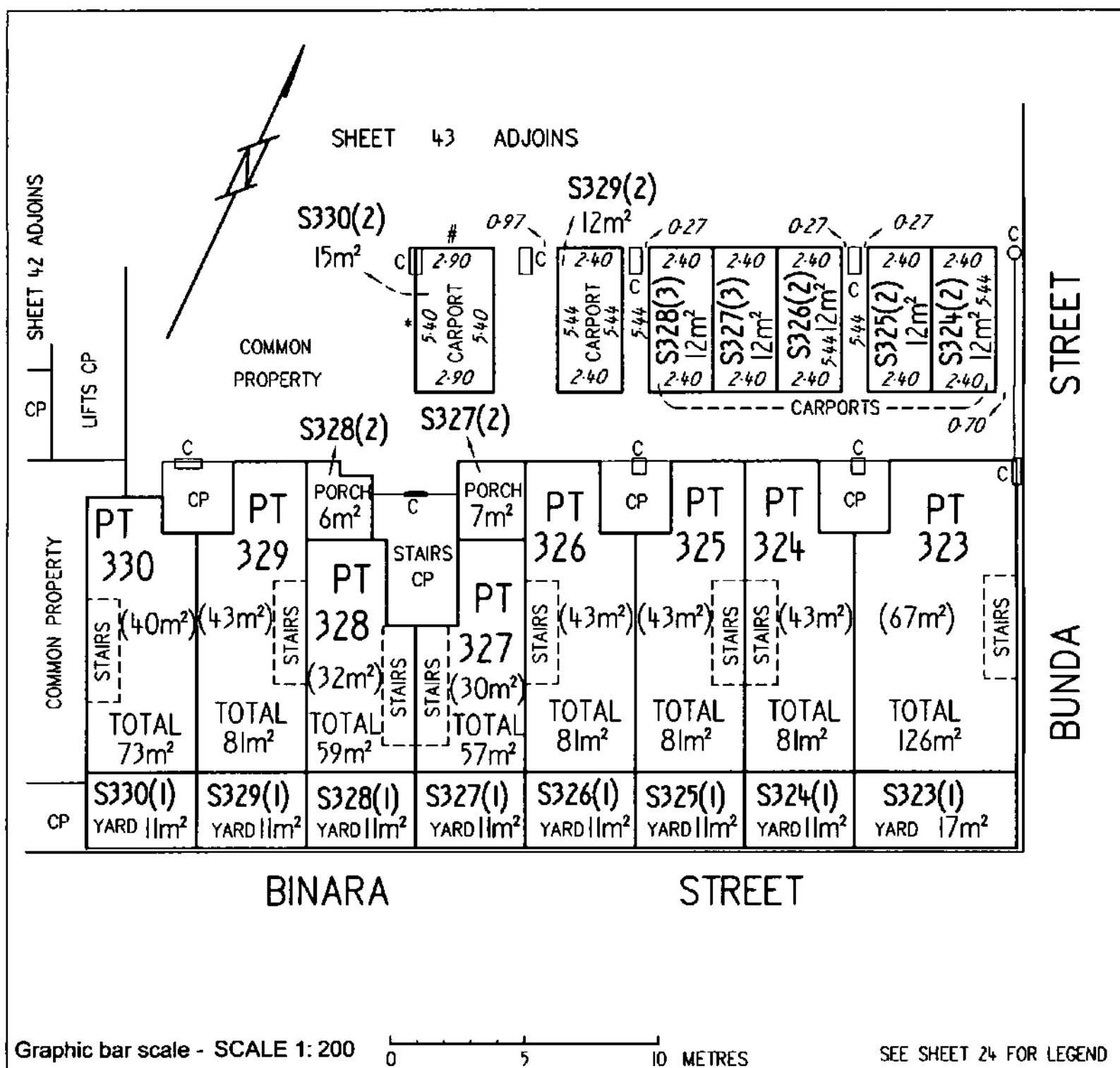
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	UNIT & UNIT SUBSIDIARIES
GROUND	



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REGISTRATION NO- 0138771

Registered Proprietor

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Delegate of the
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LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Sheet No. **45** of **101**

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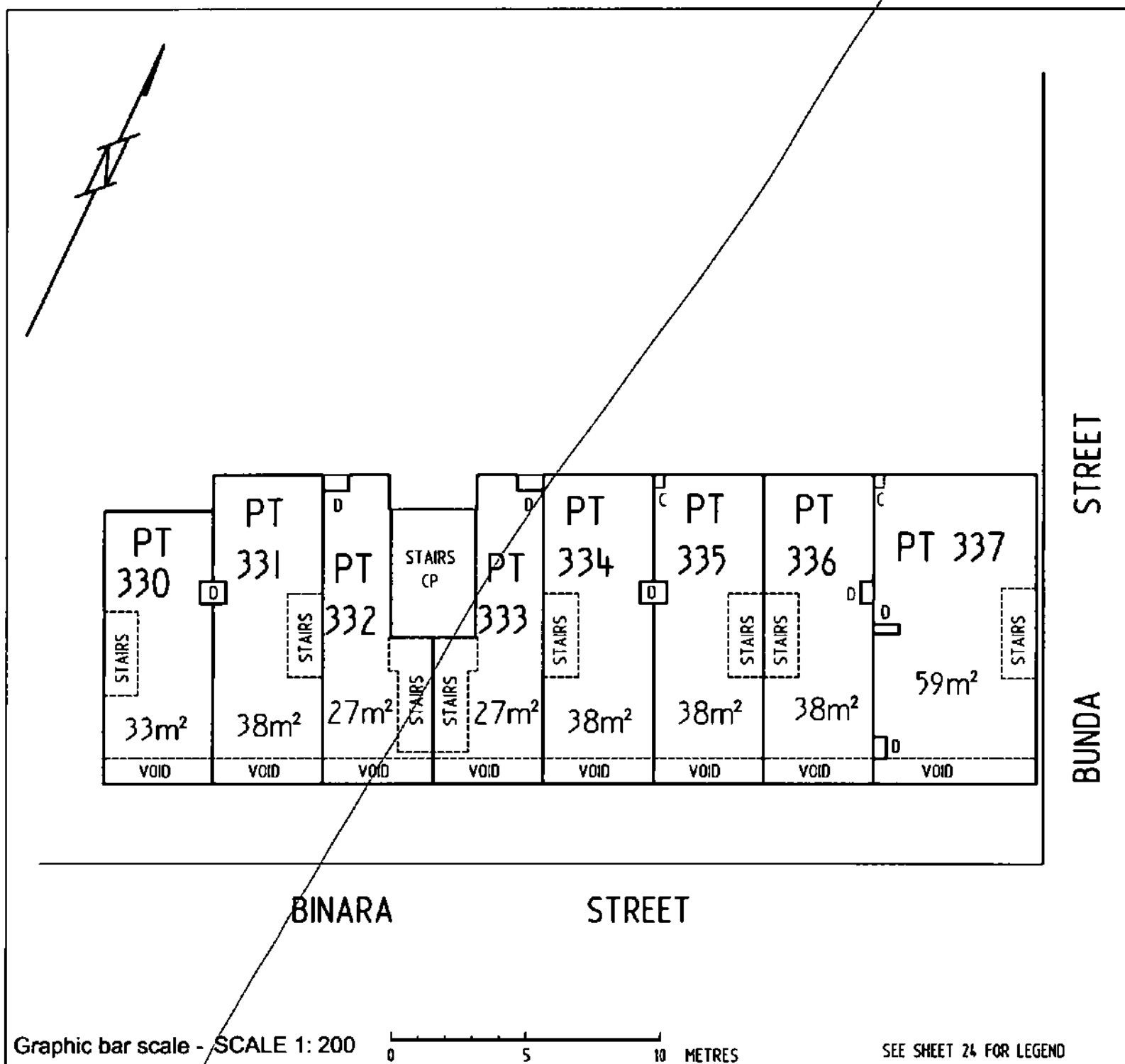
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FLOOR PLAN

Division	Section	Block
CITY	52 108	1 1

UNITS PLAN No.
3941

FLOOR NUMBER	MEZZANINE	A



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 PURSUANT TO POWER OF ATTORNEY ACT
 REGISTRATION NO: 0138771

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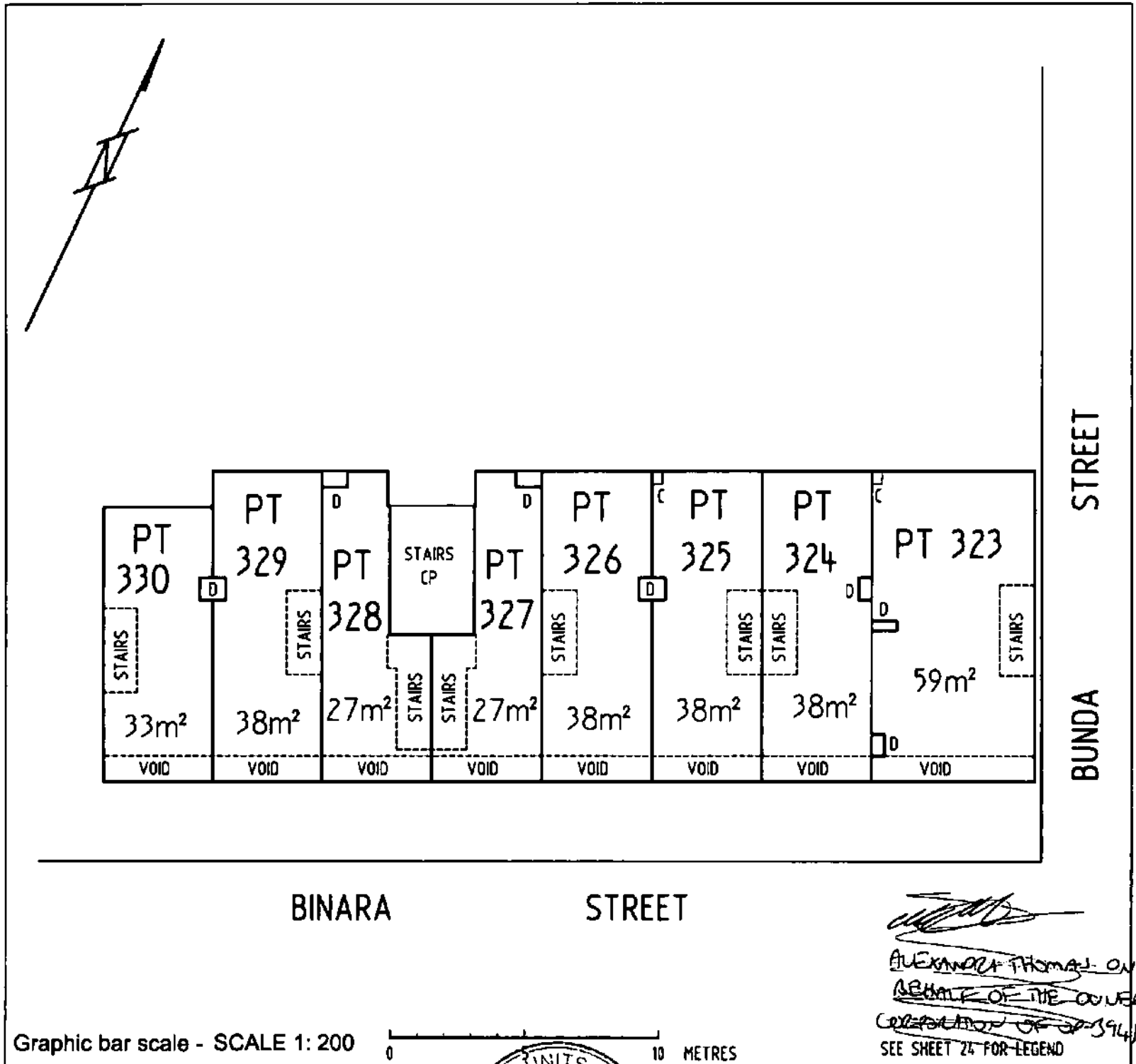
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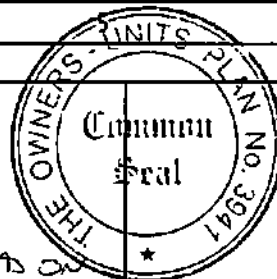
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	MEZZANINE	A



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REGISTRATION NO. 0138771



ALEXANDER THOMAS ON
BEHALF OF THE OWNERS CORPORATION
OF UP 3941
Registered Proprietor

V. V. V. Lyn Tankey

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LAND TITLES

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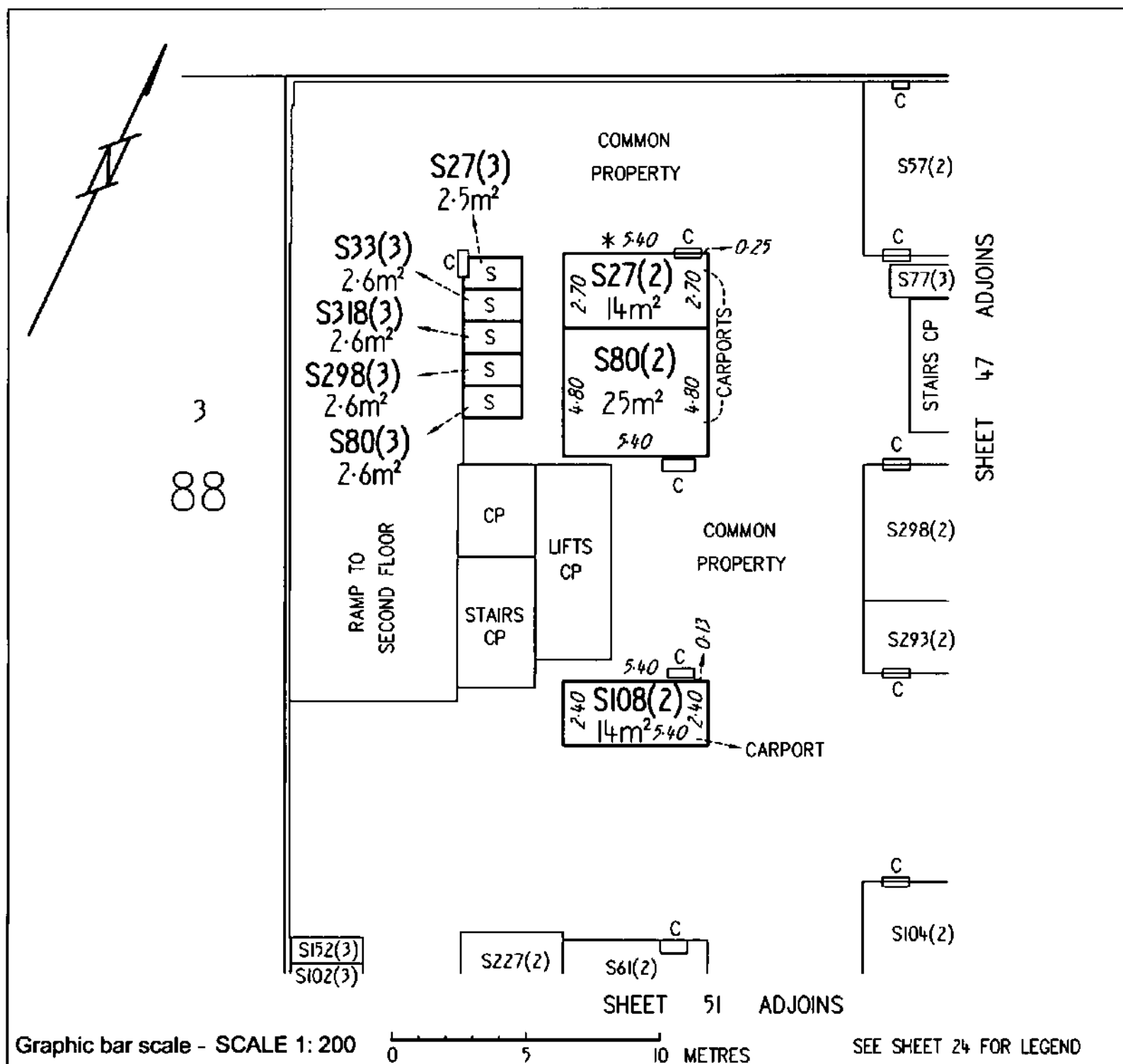
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
FIRST	



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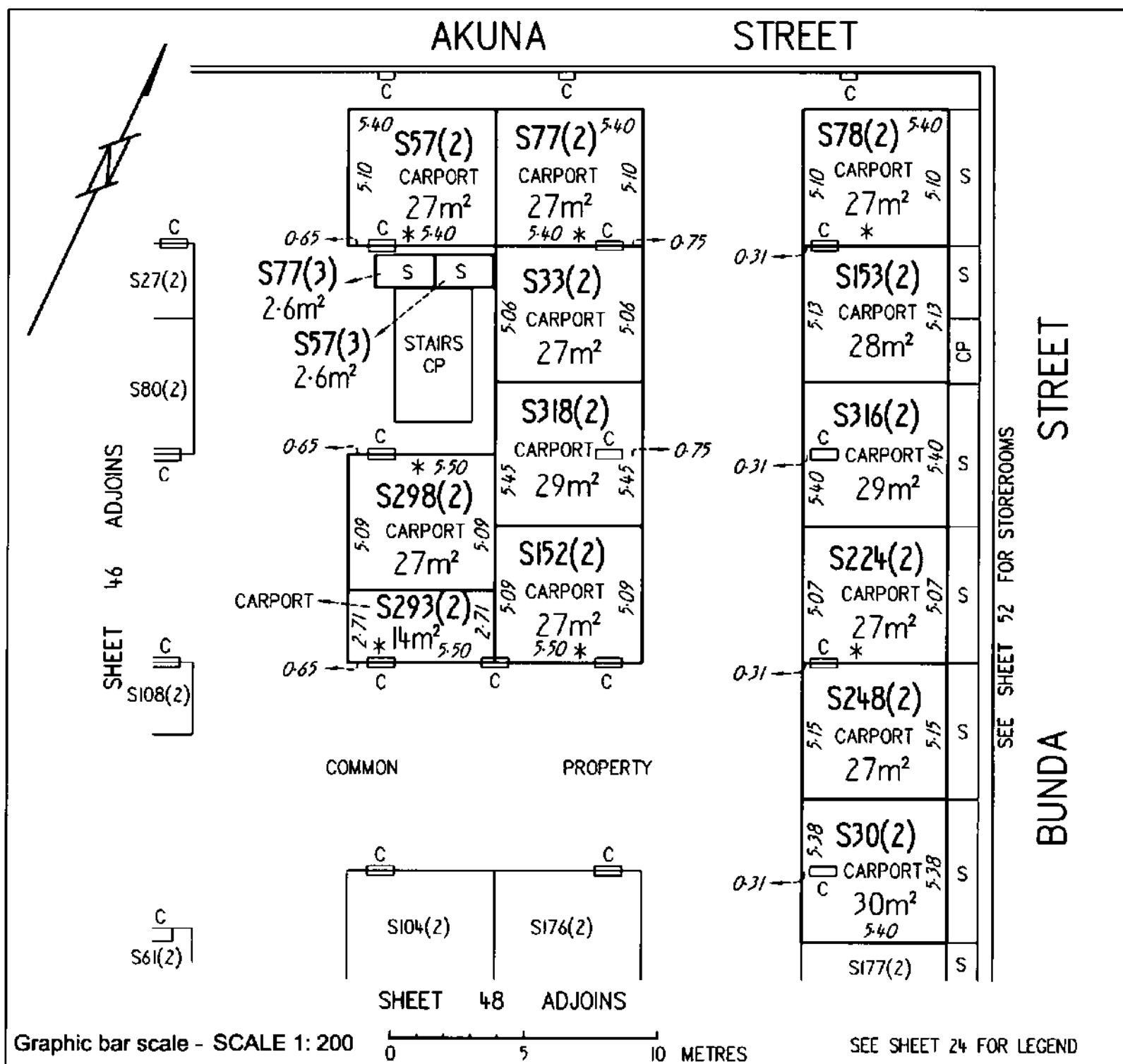
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
FIRST	



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LAND TITLES

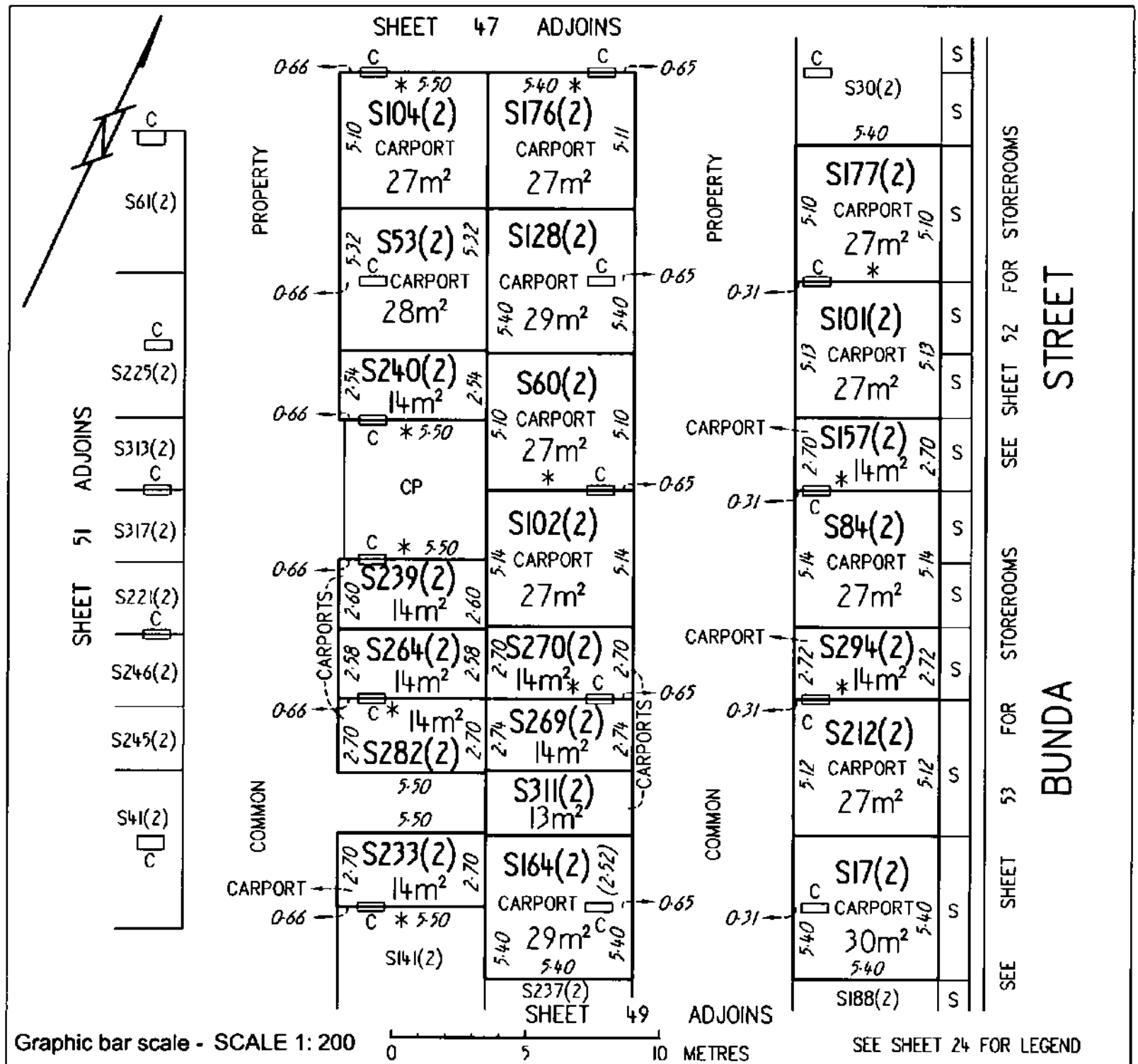
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
FIRST	



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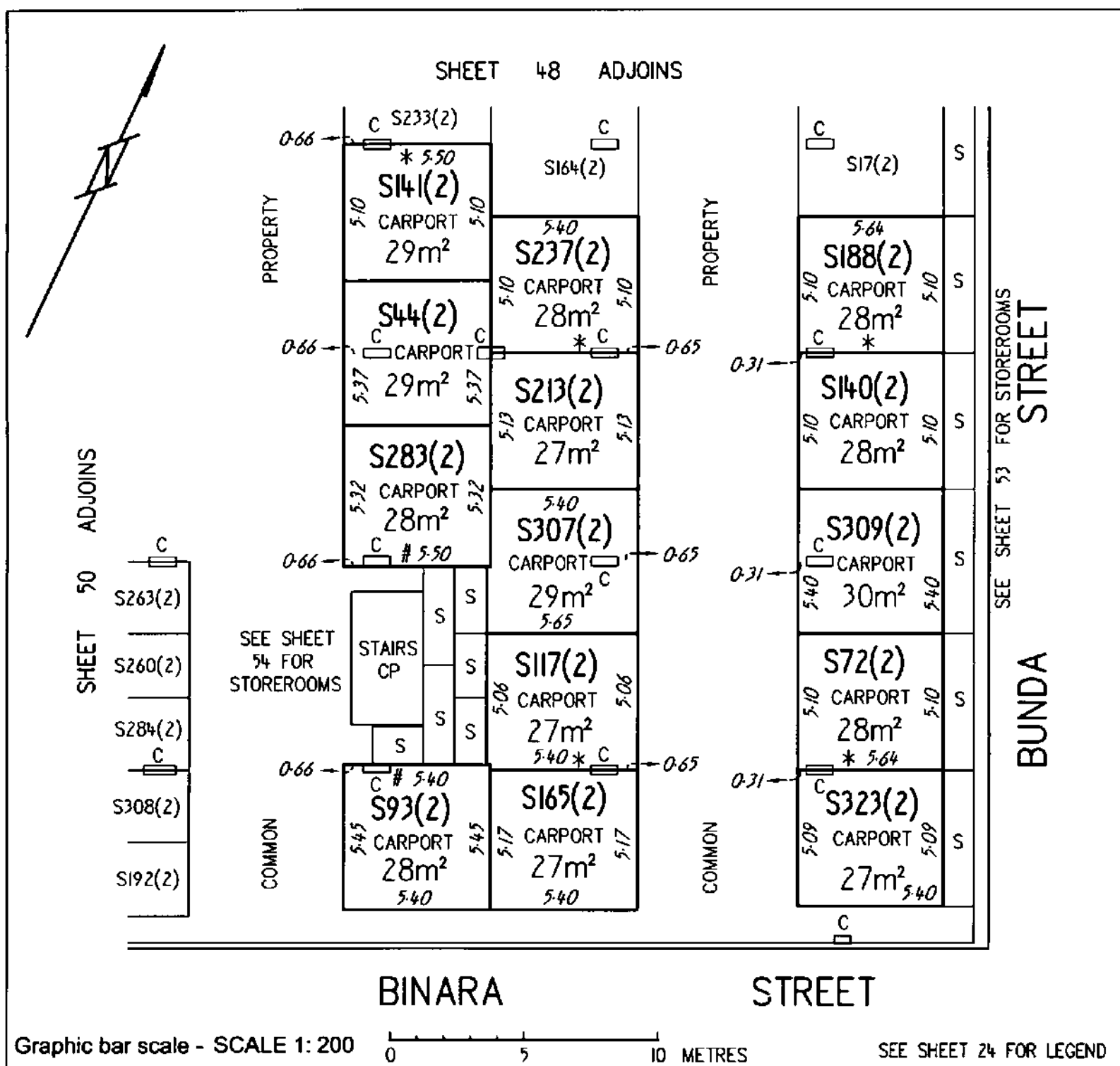
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
FIRST	



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LAND TITLES

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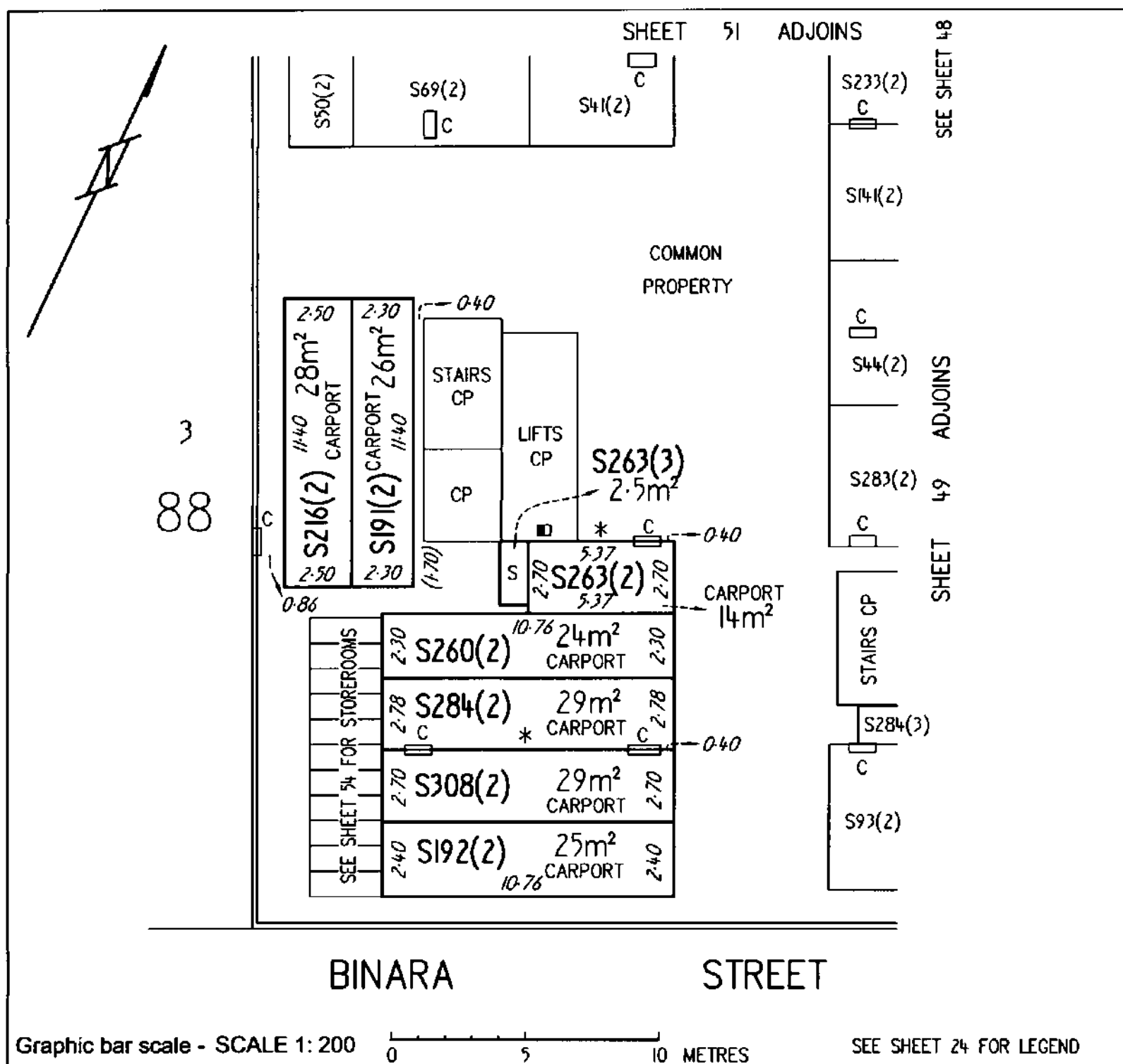
Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
FIRST	



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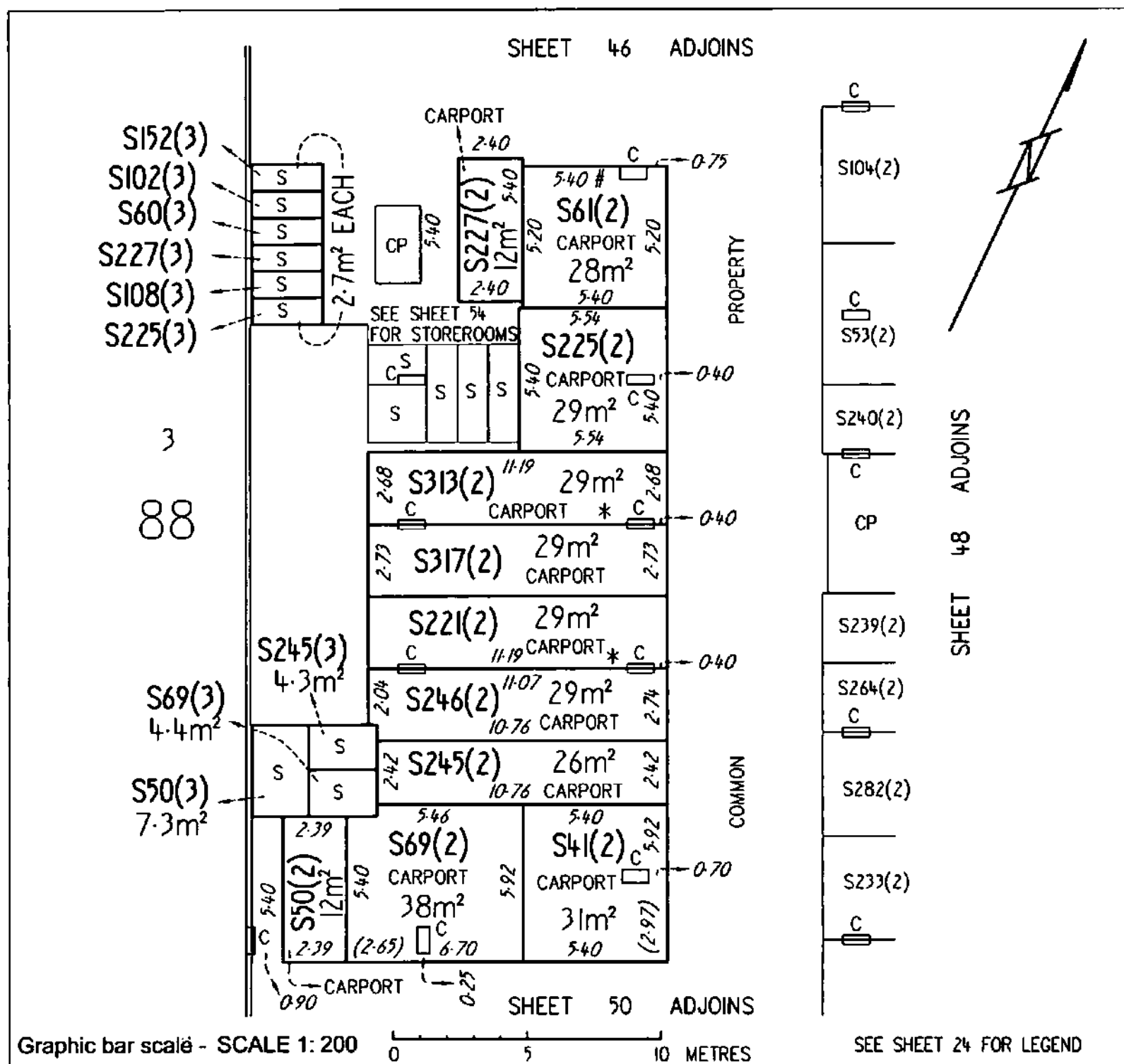
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	FIRST	UNIT SUBSIDIARIES



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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

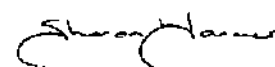
FLOOR NUMBER	UNIT SUBSIDIARIES—STOREROOMS
FIRST	

SEE S316(2)		SHEET S153(2)		47 S78(2)	
S224(2)	S316(3)	6.1m ²	CP	S153(3)	5.8m ²
S224(4)					
BUNDA			STREET		
TOP RIGHT ADJOINS					
Graphic bar scale - SCALE 1:100					
SEE S30(2)		SHEET S248(2)		47 S224(2)	
S177(2)	S30(3)	6.2m ²	S248(3)	S224(3)	5.8m ²
S177(4)					
BUNDA			STREET		
TOP RIGHT ADJOINS					
SEE S84(2)		SHEET S101(2)		48 S177(2)	
S84(3)	S157(3)	3.1m ²	S101(3)	S177(3)	5.8m ²
BUNDA			STREET		
SHEET 53 ADJOINS					
SEE SHEET 24 FOR LEGEND					

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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	UNIT SUBSIDIARIES-STOREROOMS
FIRST	

SHEET 52 ADJOINS

SEE	SHEET	48
S17(2)	S212(2)	S84(2)
S17(3)	S212(3)	S84(3)
	S294(2)	
	S294(3)	
	S157(2)	
	S157(3)	

BUNDA STREET

SEE	SHEET	49
S309(2)	S188(2)	S17(2)
S309(3)	S188(3)	S17(3)
	S140(2)	
	S140(3)	
	S212(2)	
	S212(3)	

BUNDA STREET

SEE	SHEET	49
S323(2)	S72(2)	S309(2)
S323(3)	S72(3)	S309(3)
	S140(2)	
	S140(3)	
	S212(2)	
	S212(3)	

BUNDA STREET

Graphic bar scale - SCALE 1:100 0 1 2 3 4 5 METRES

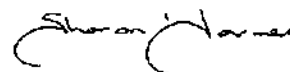
BINARA STREET

SEE SHEET 24 FOR LEGEND

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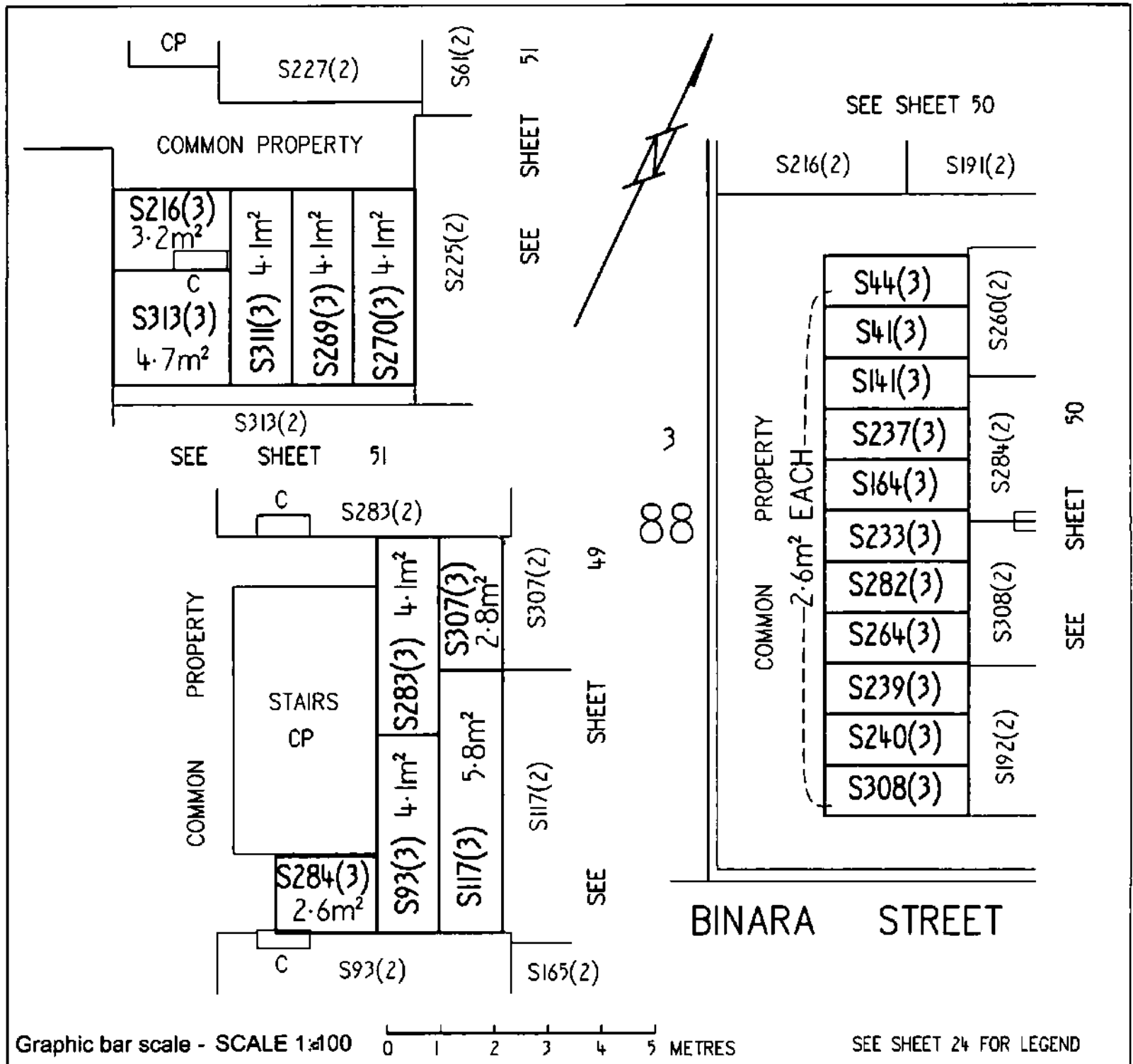
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108		3941

FLOOR NUMBER	UNIT SUBSIDIARIES-STOREROOMS
FIRST	



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

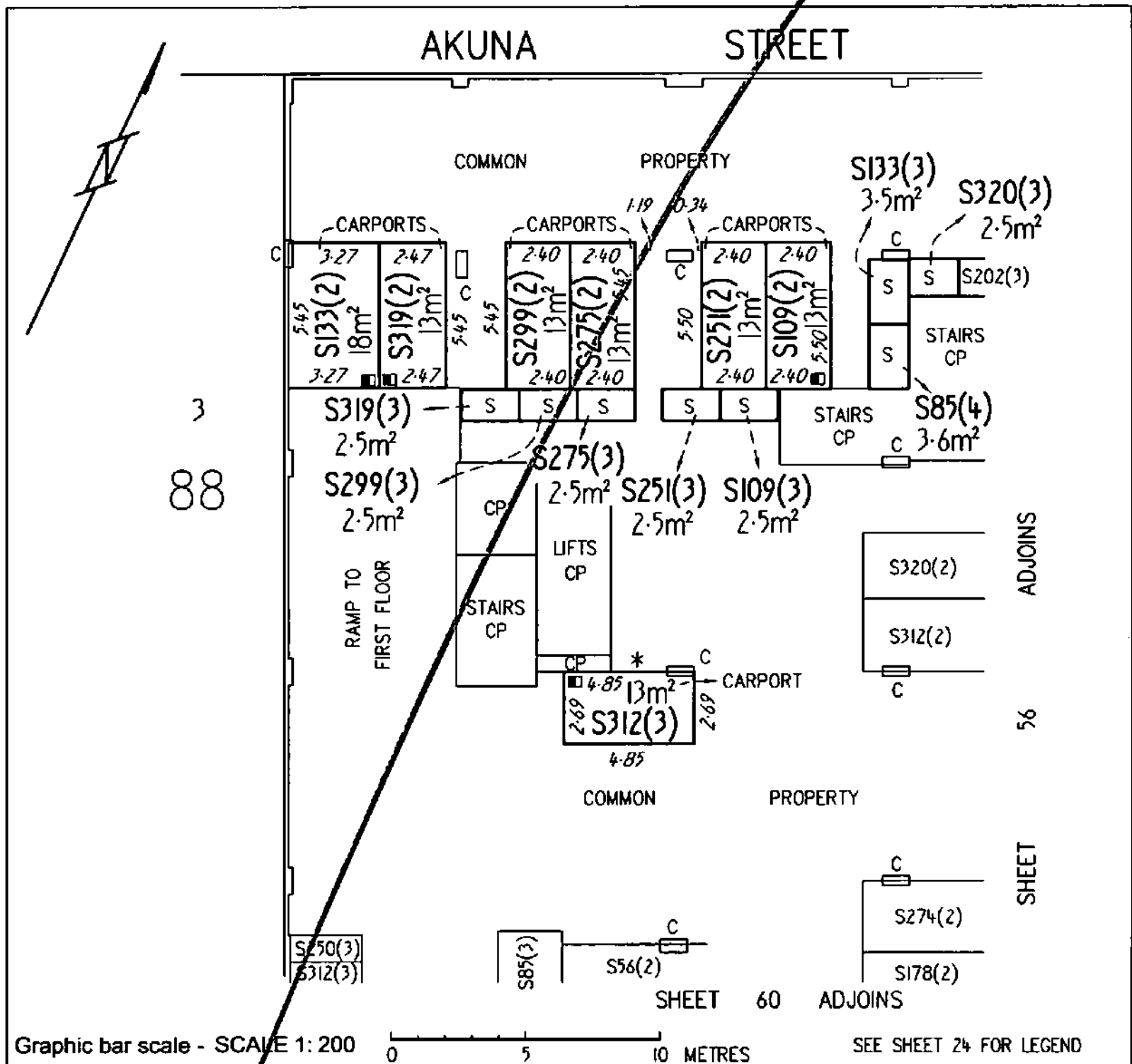
Form 091 - FP

REPLACEMENT SHEET ISSUED
REFER CR 1912996
REGISTERED 28 APRIL 2014

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY ACT
REGISTRATION NO. 008771

Registered Proprietor

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Sharon Harmer

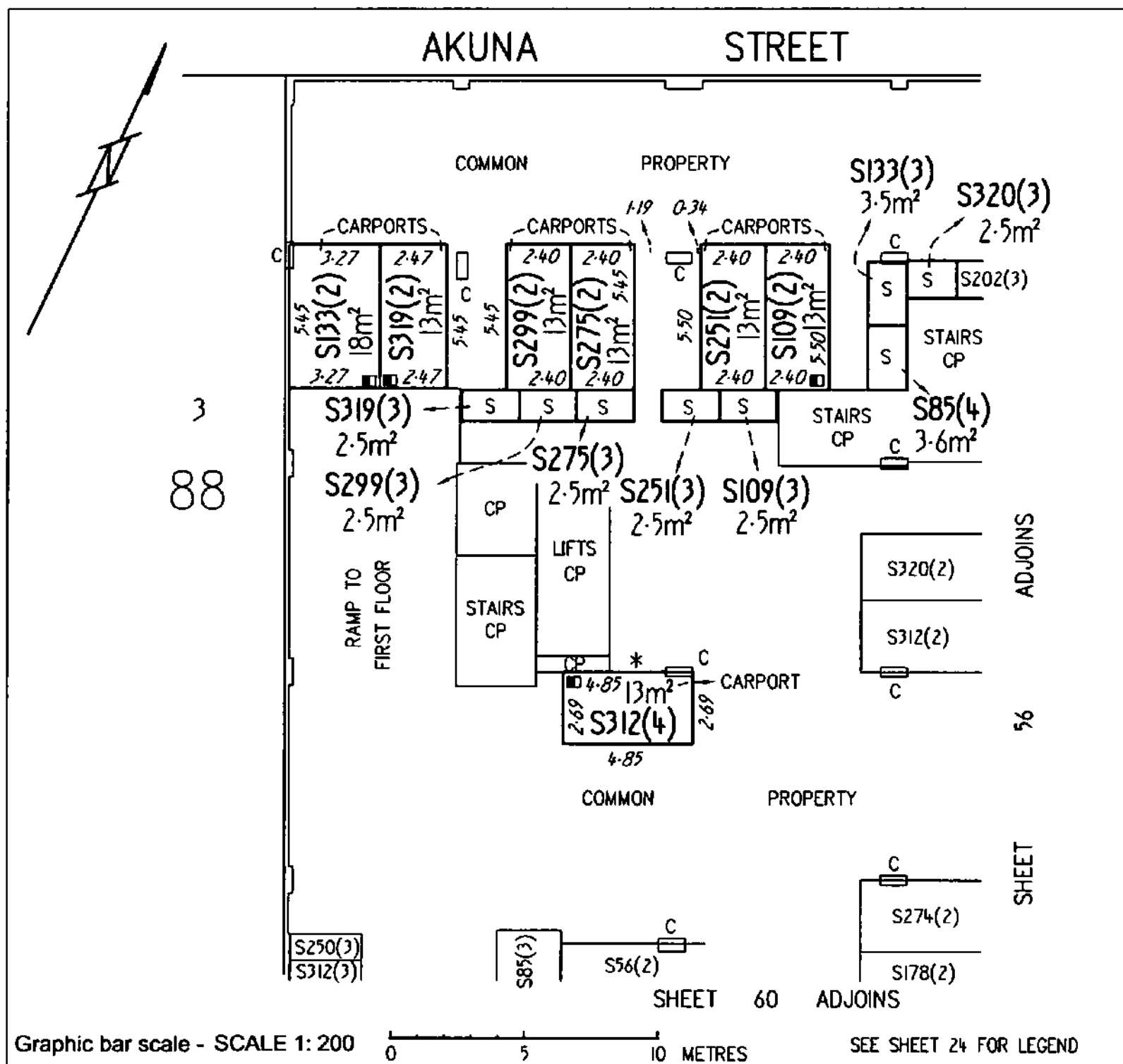
Delegate of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO
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REGISTRATION NO: 0128771

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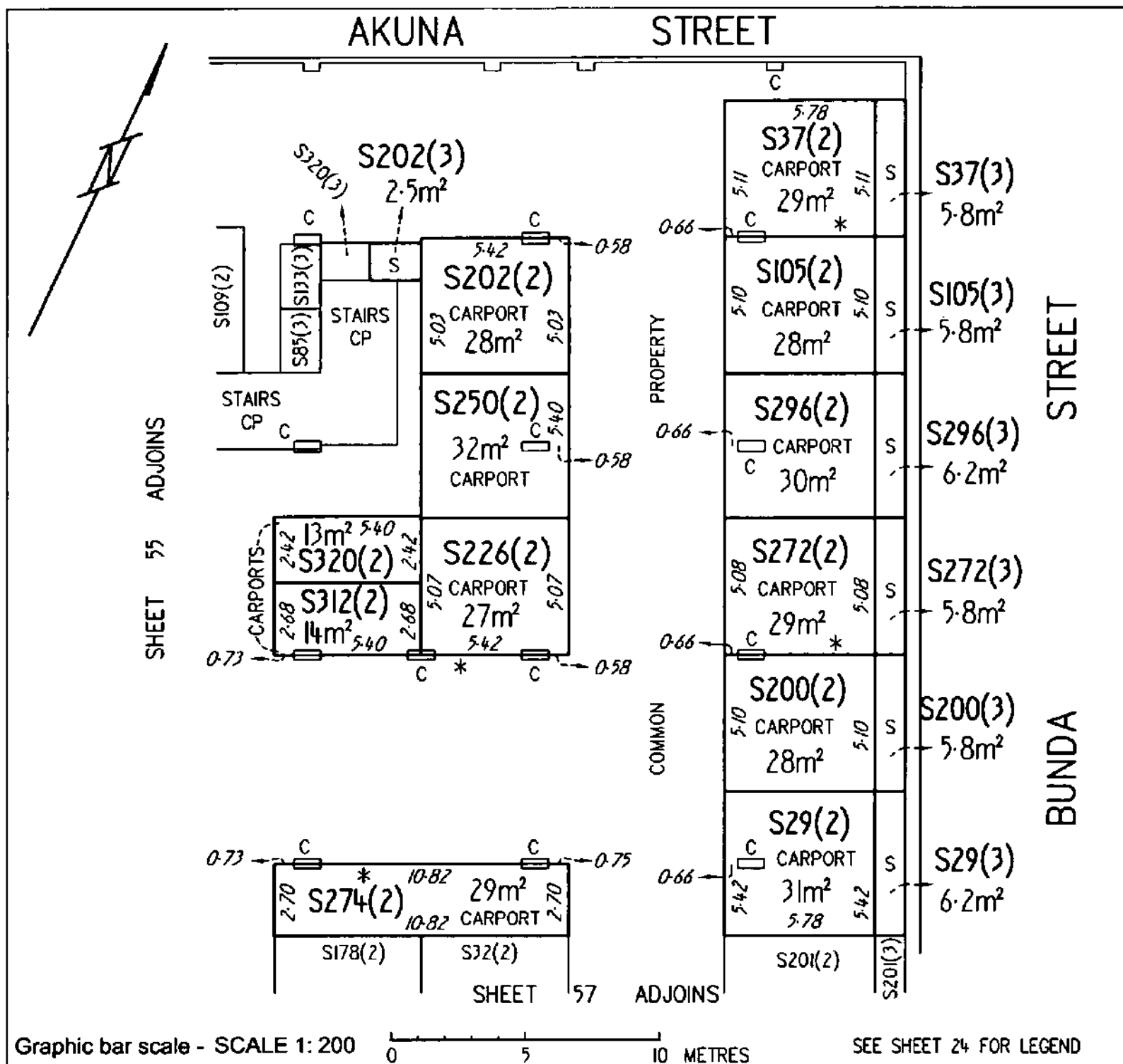
V. Valley
Lyn Tankey
Delegate of the
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
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LAND TITLES

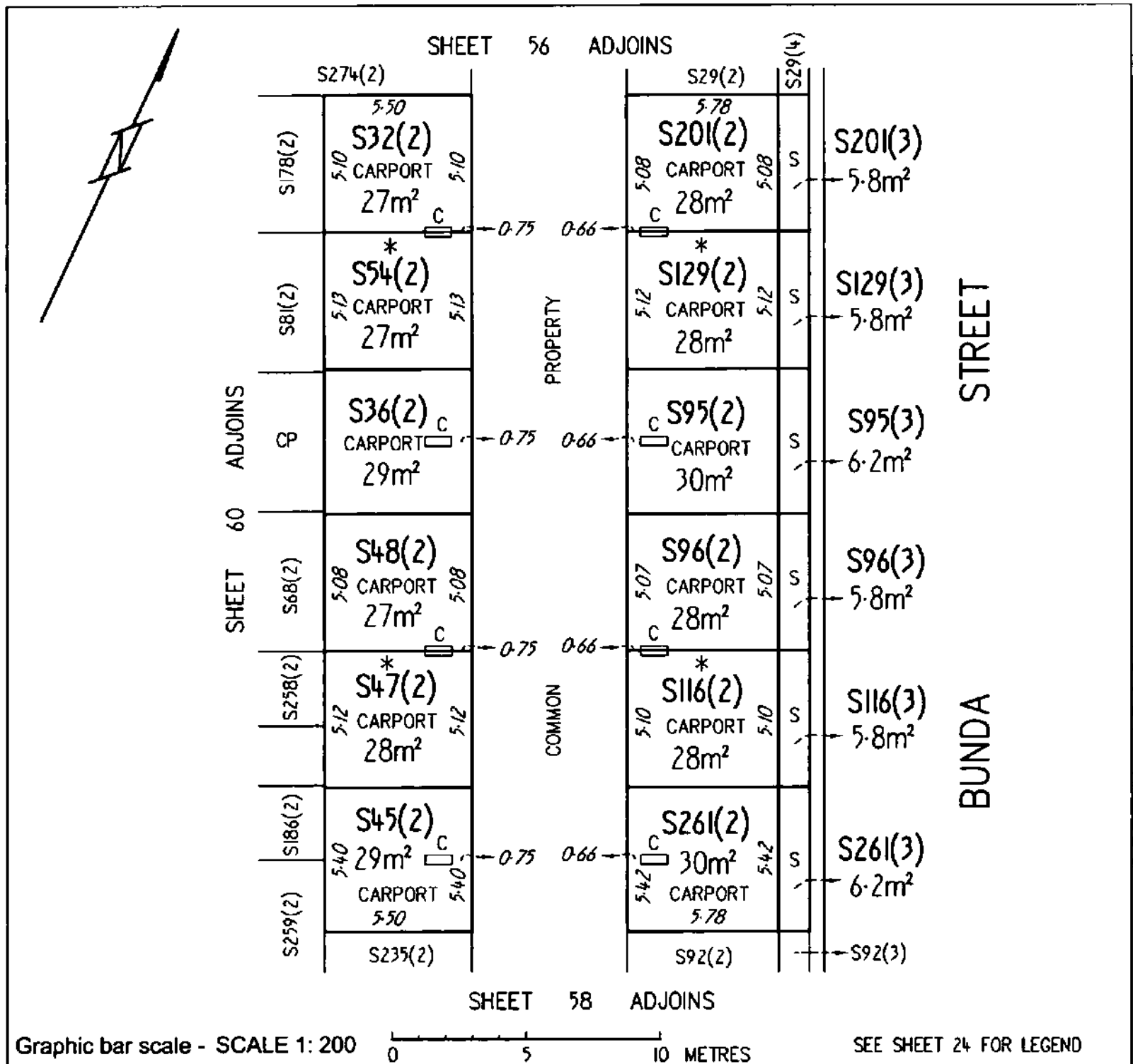
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



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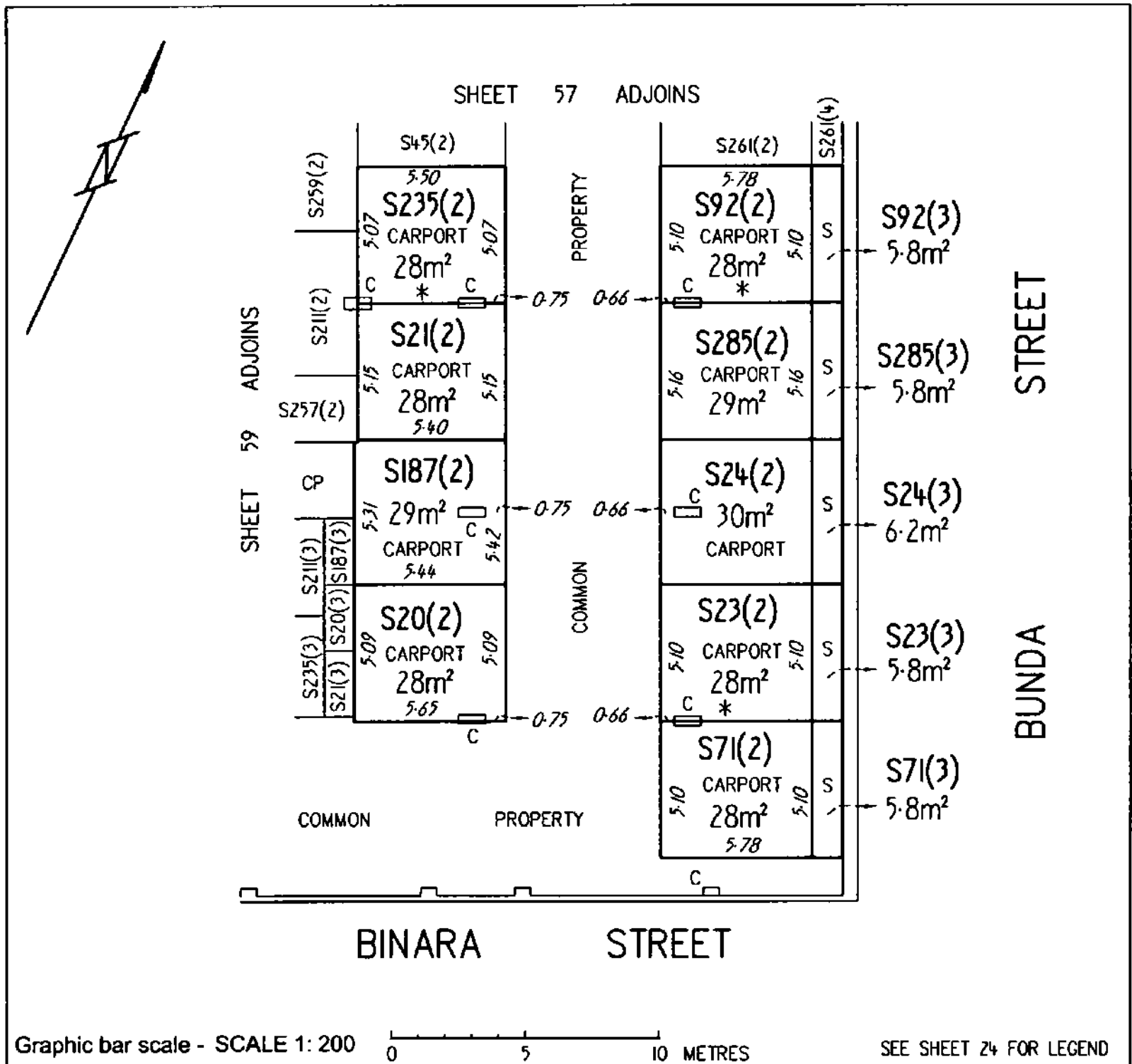
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
SECOND	



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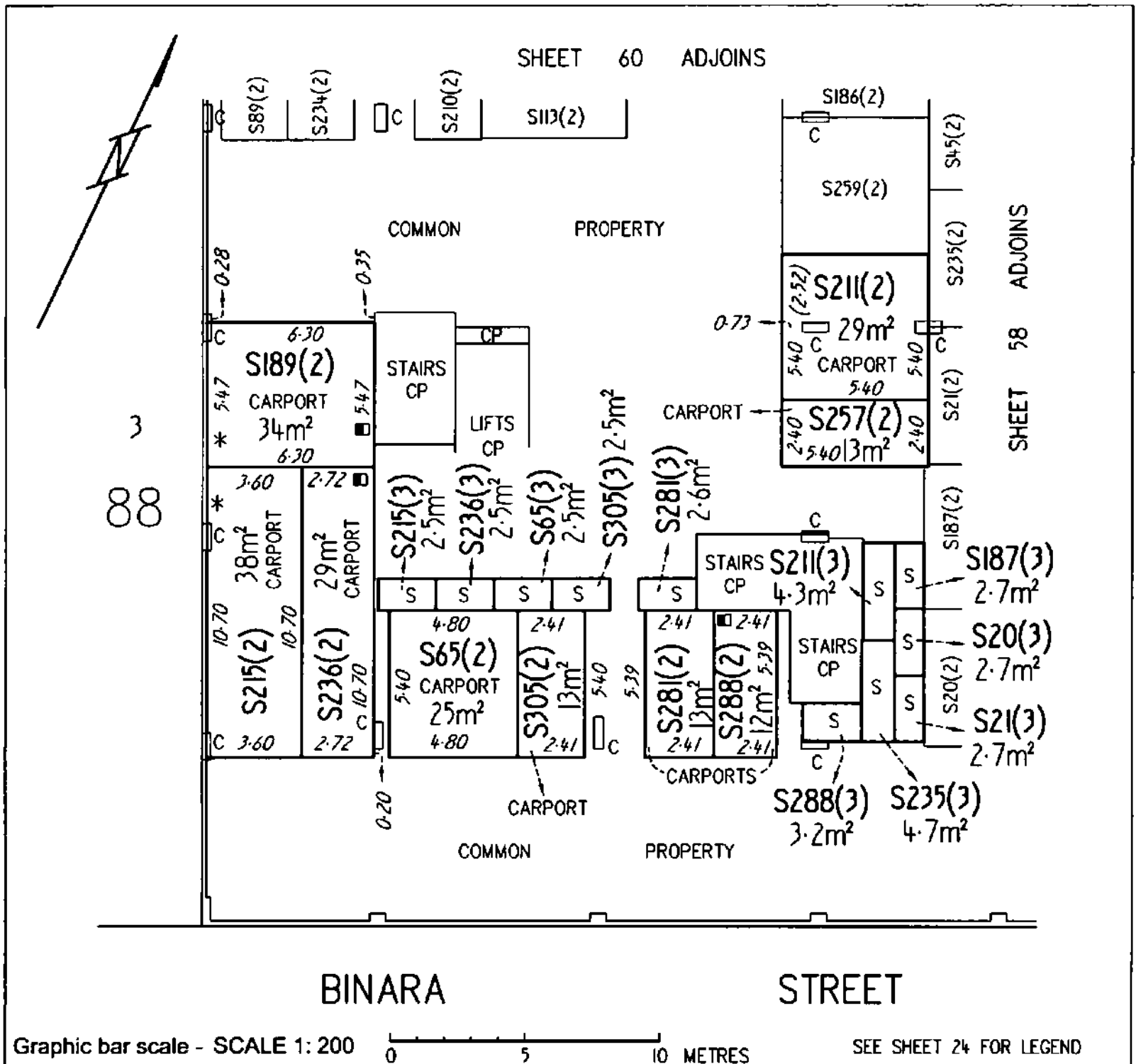
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	 	3941

FLOOR NUMBER	SECOND	UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
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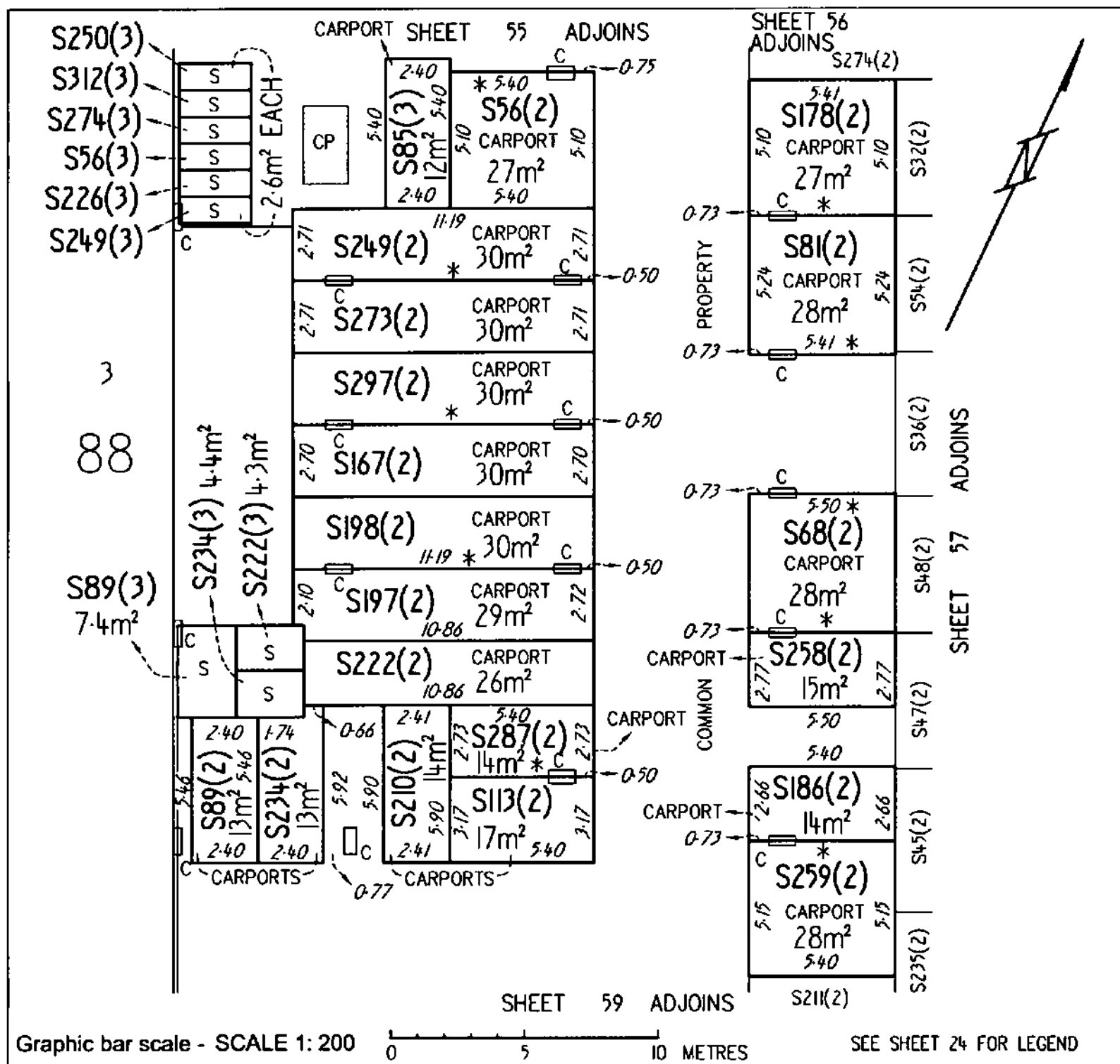
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	UNIT SUBSIDIARIES
SECOND	



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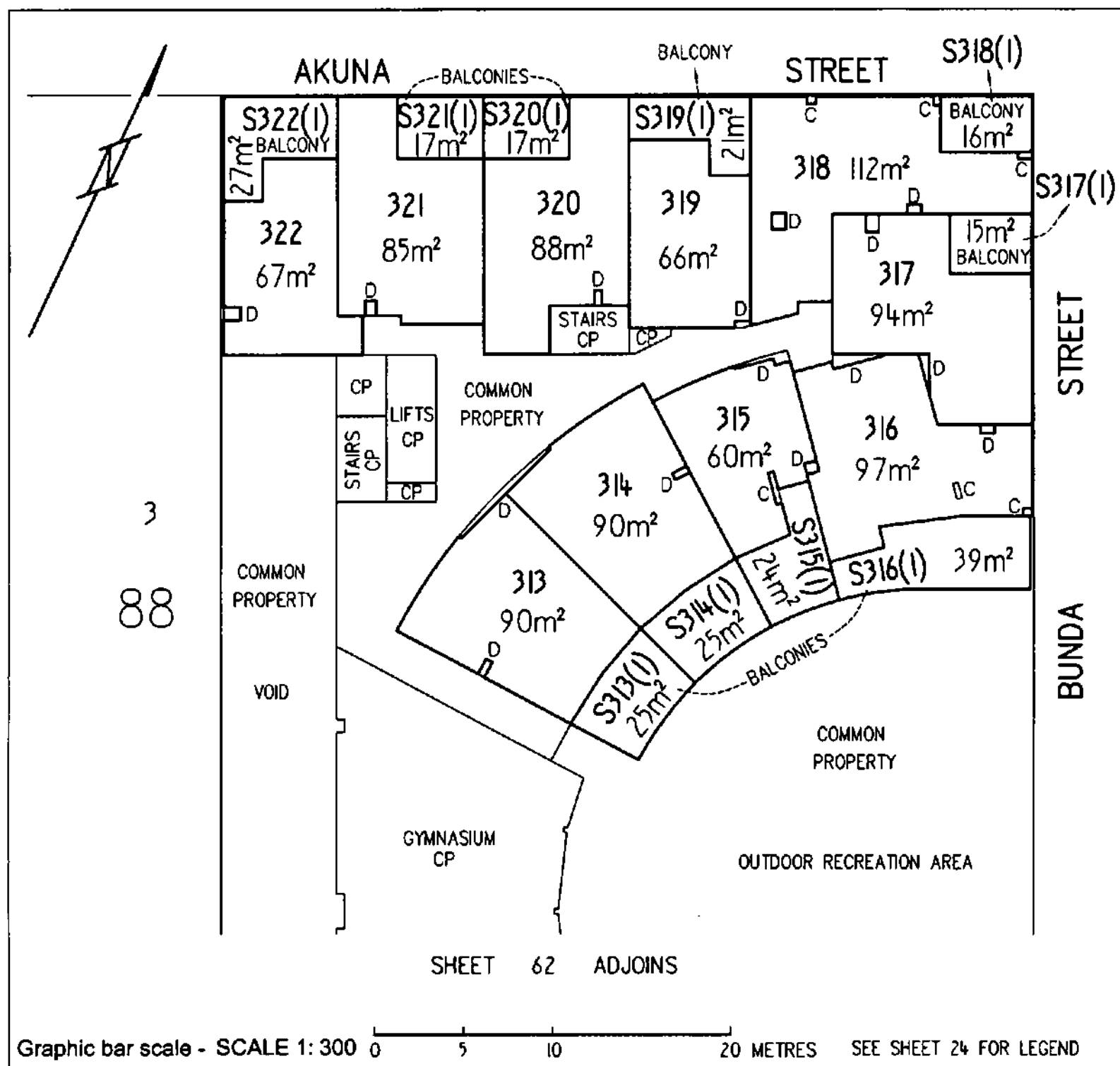
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	A & UNIT SUBSIDIARIES
THIRD	



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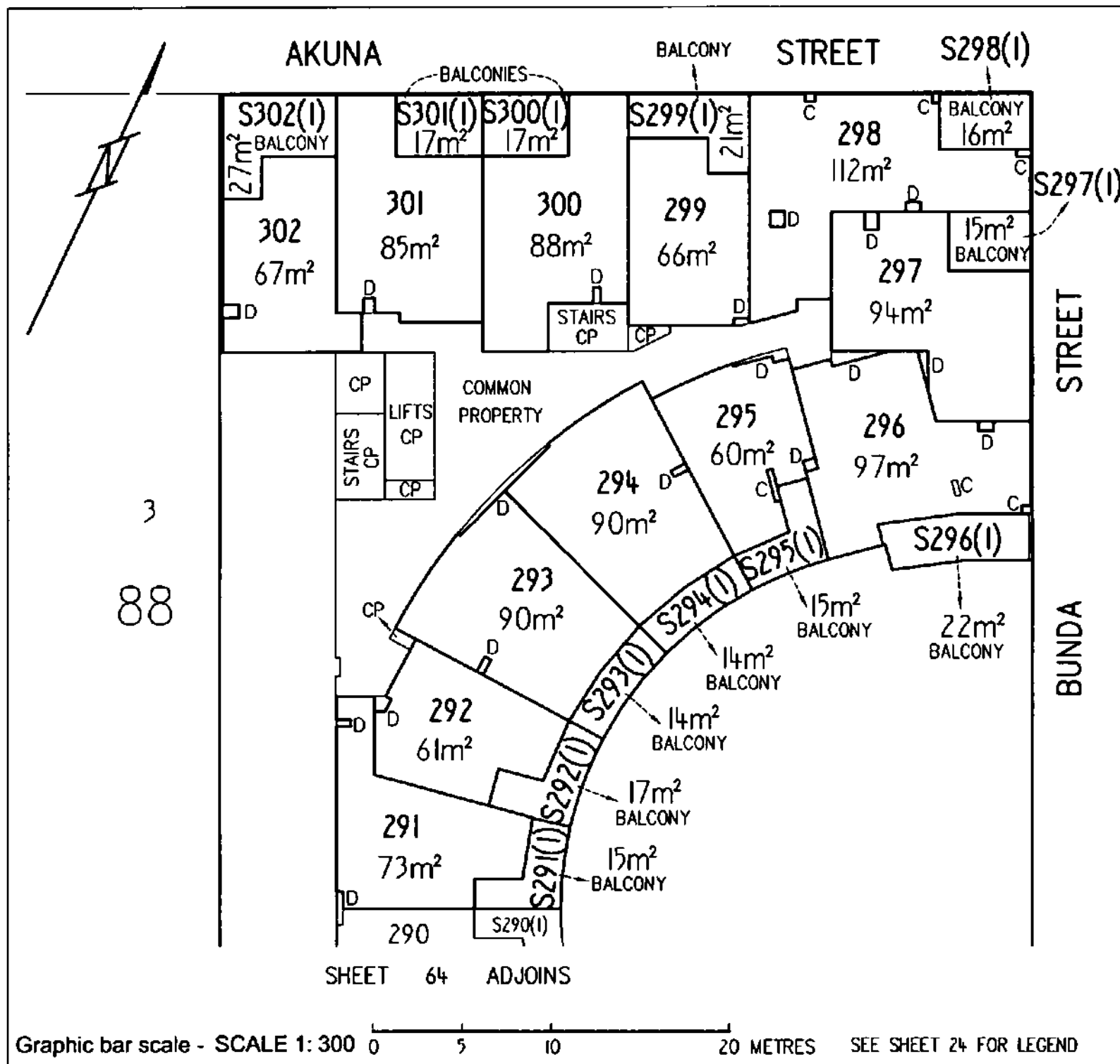
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER FOURTH	A & UNIT SUBSIDIARIES



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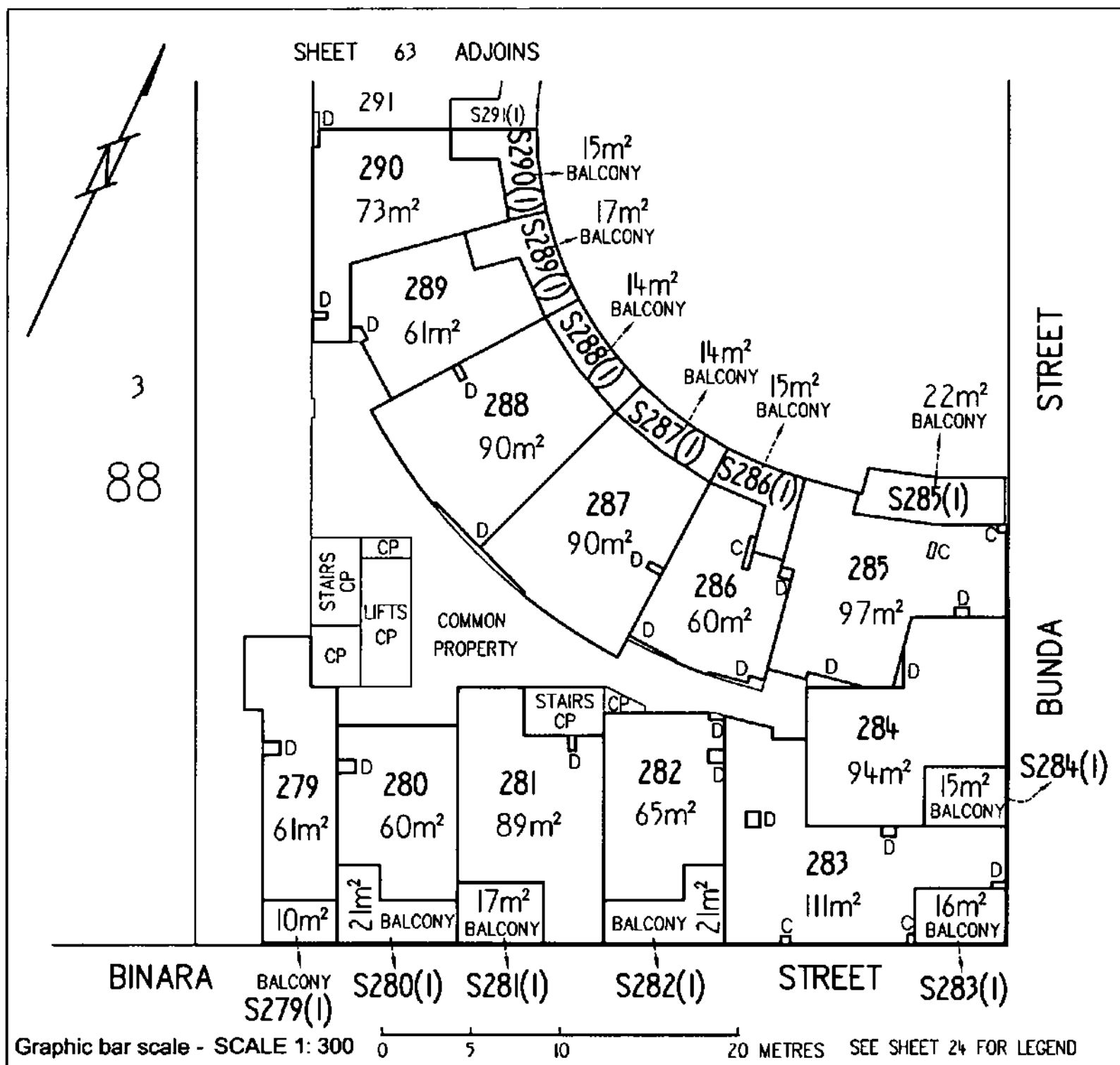
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	A & UNIT SUBSIDIARIES
FOURTH	



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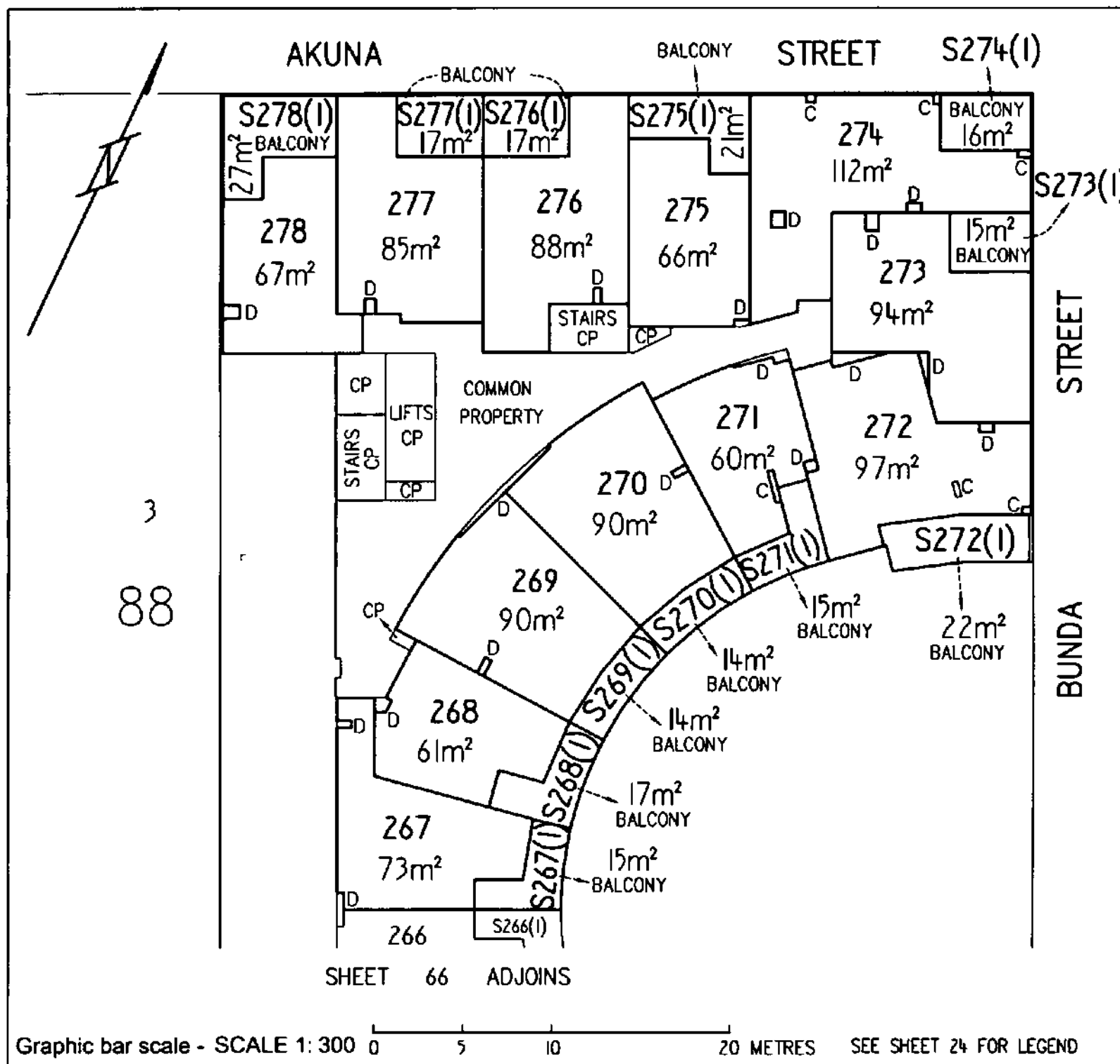
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	FIFTH	A & UNIT SUBSIDIARIES



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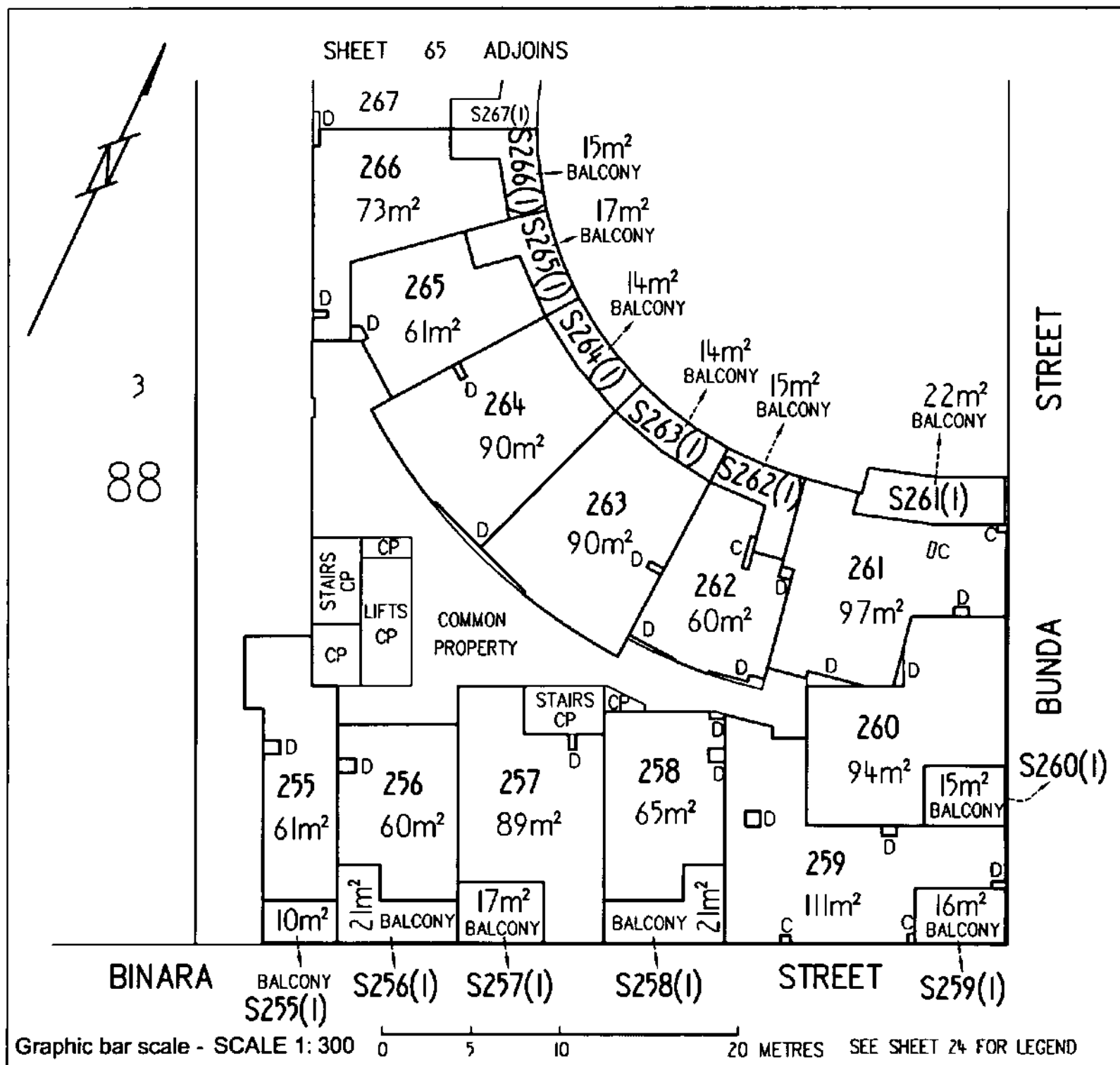
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER FIFTH	A & UNIT SUBSIDIARIES



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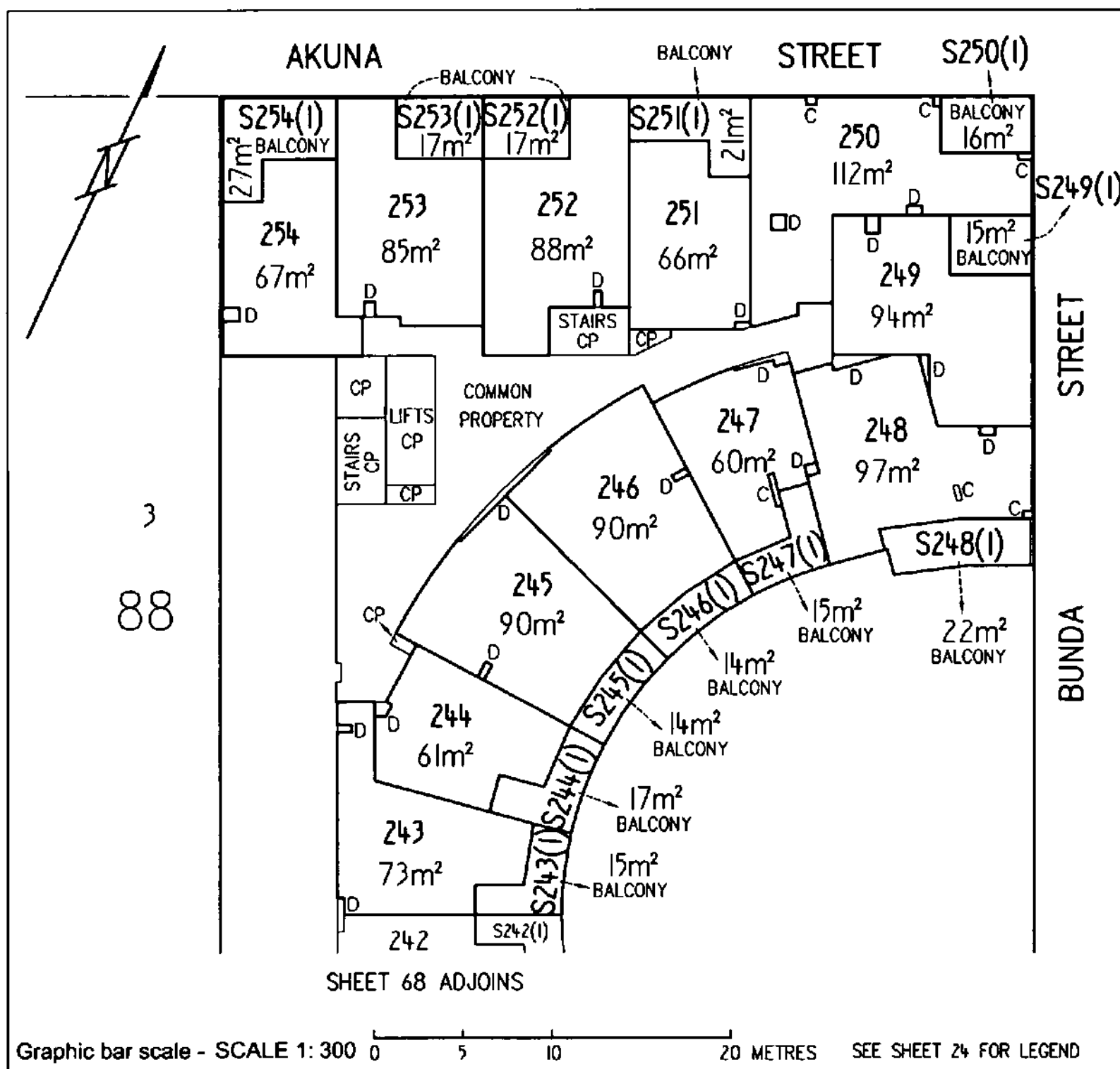
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	SIXTH	A & UNIT SUBSIDIARIES



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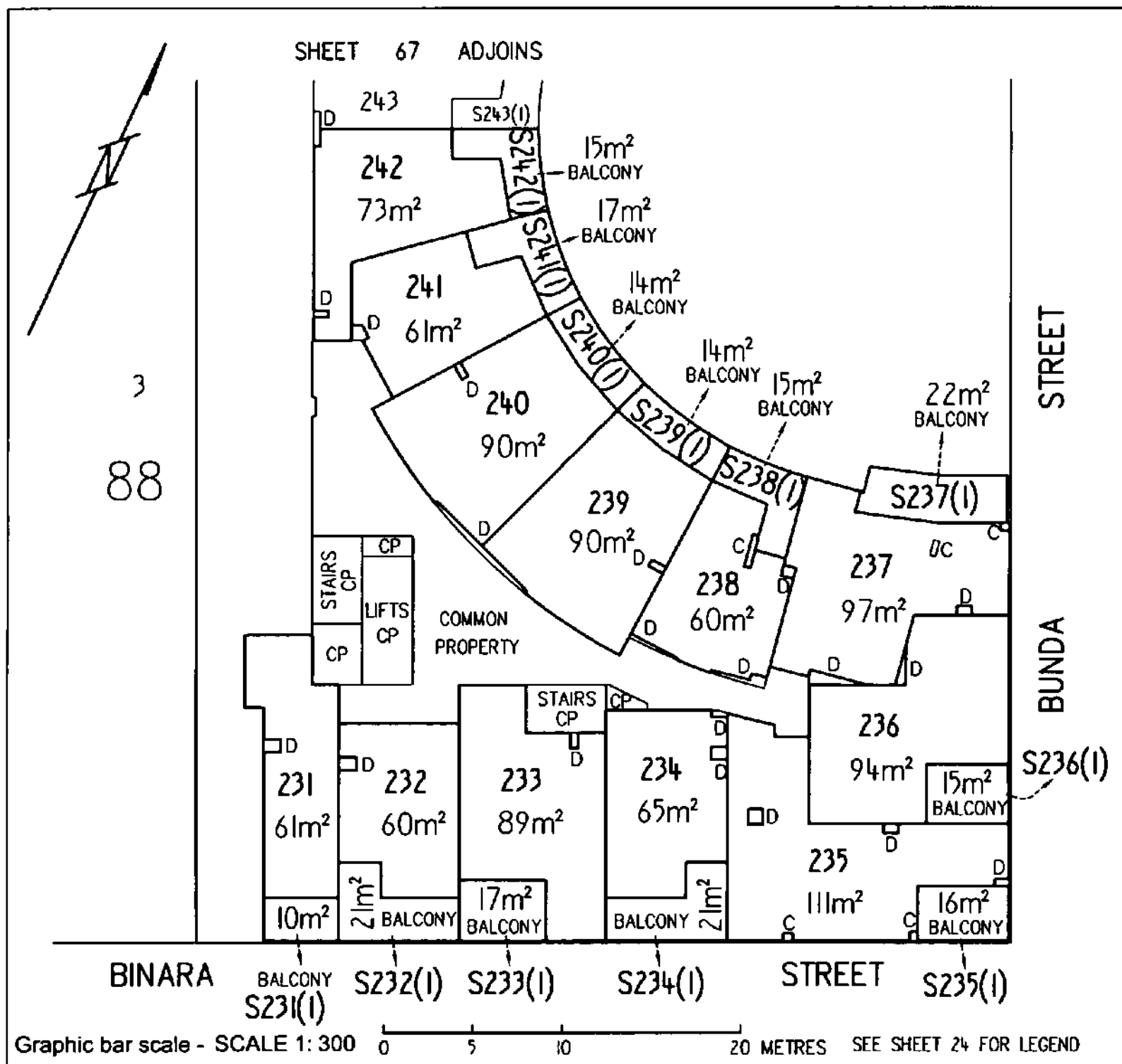
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	 	3941

FLOOR NUMBER	SIXTH	A & UNIT SUBSIDIARIES



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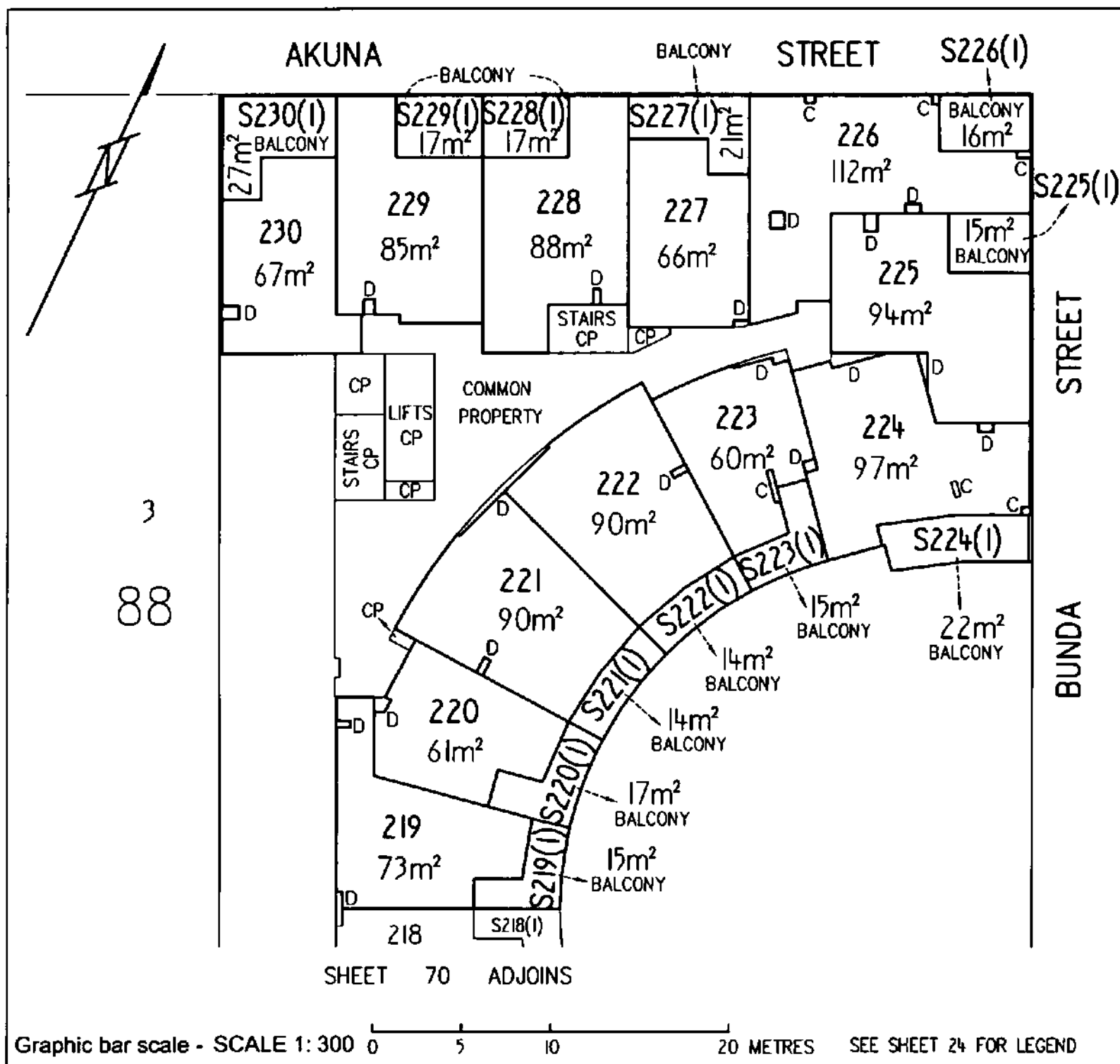
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	SEVENTH	A & UNIT SUBSIDIARIES



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LAND TITLES

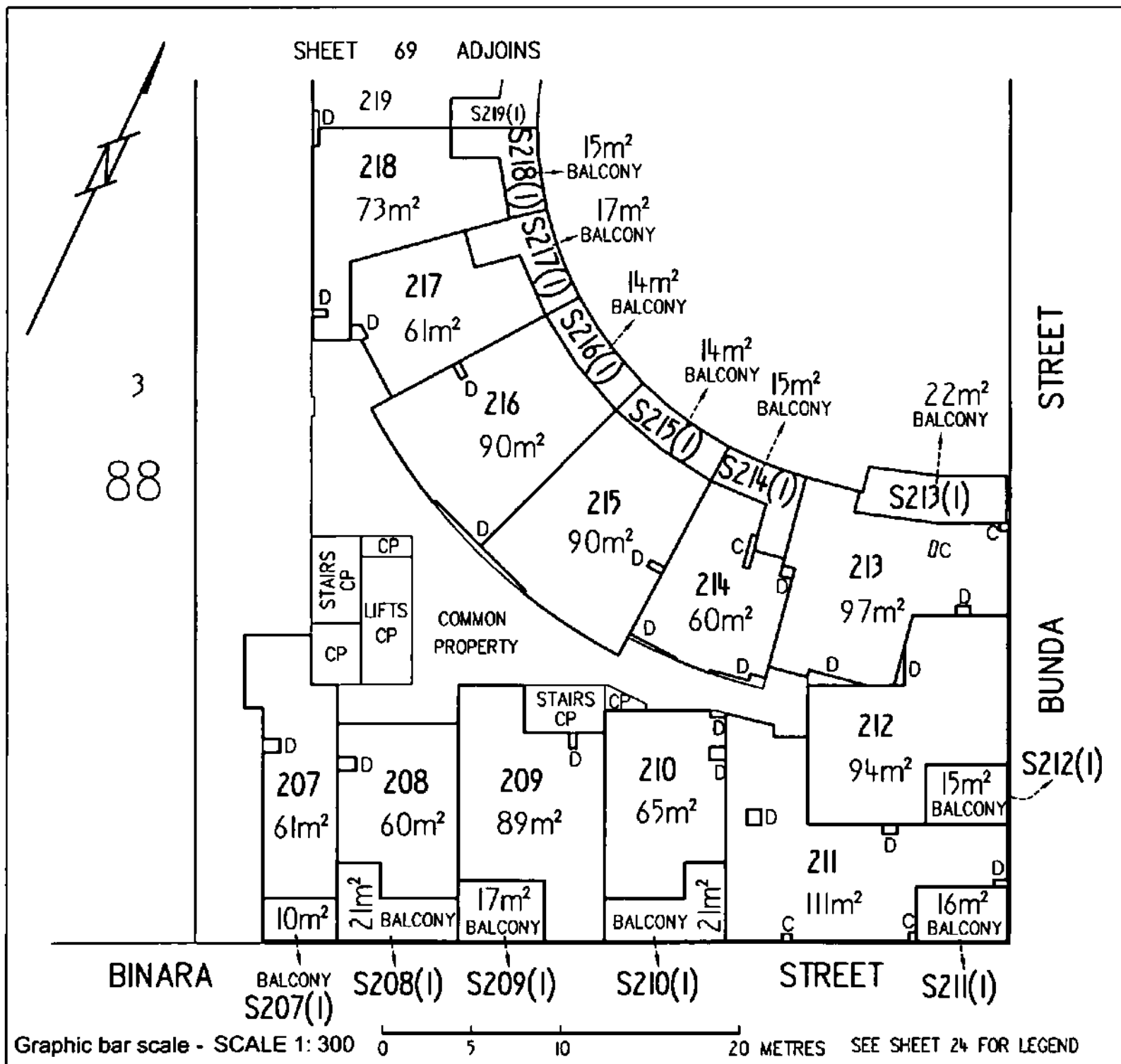
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER SEVENTH	A & UNIT SUBSIDIARIES



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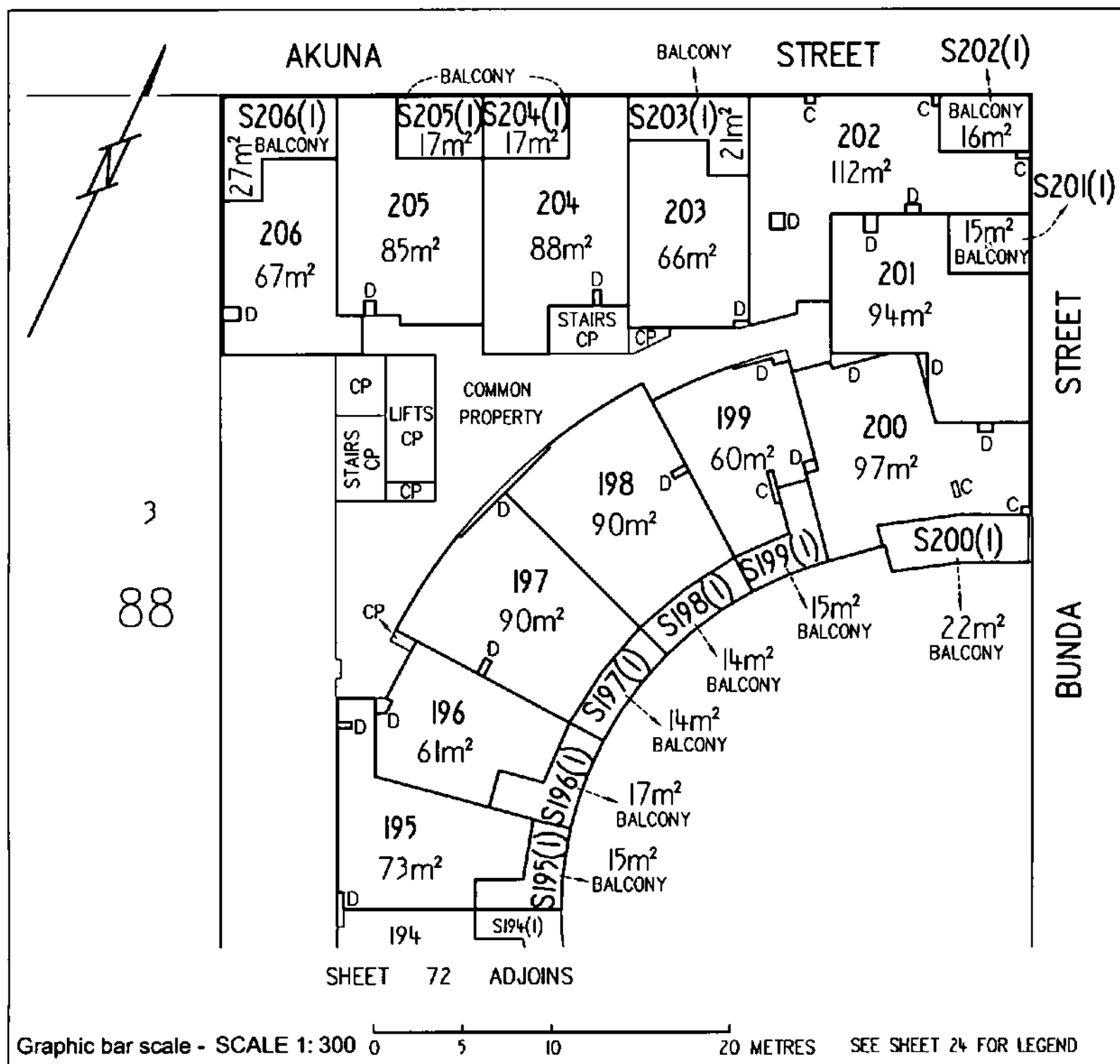
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
	52 108	1 1	3941

FLOOR NUMBER	EIGHTH	A & UNIT SUBSIDIARIES



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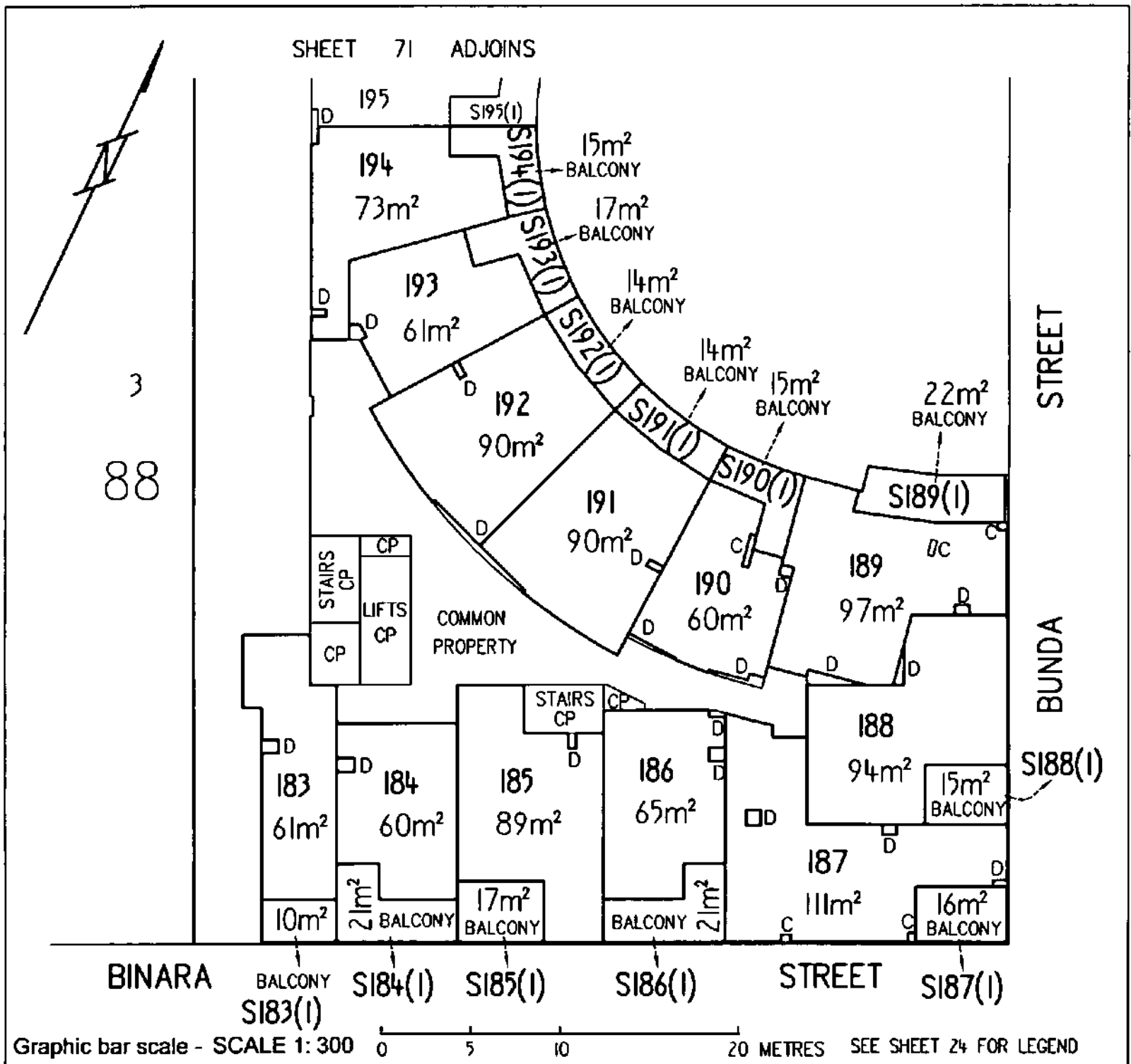
LAND TITLES
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 Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER EIGHTH	A & UNIT SUBSIDIARIES



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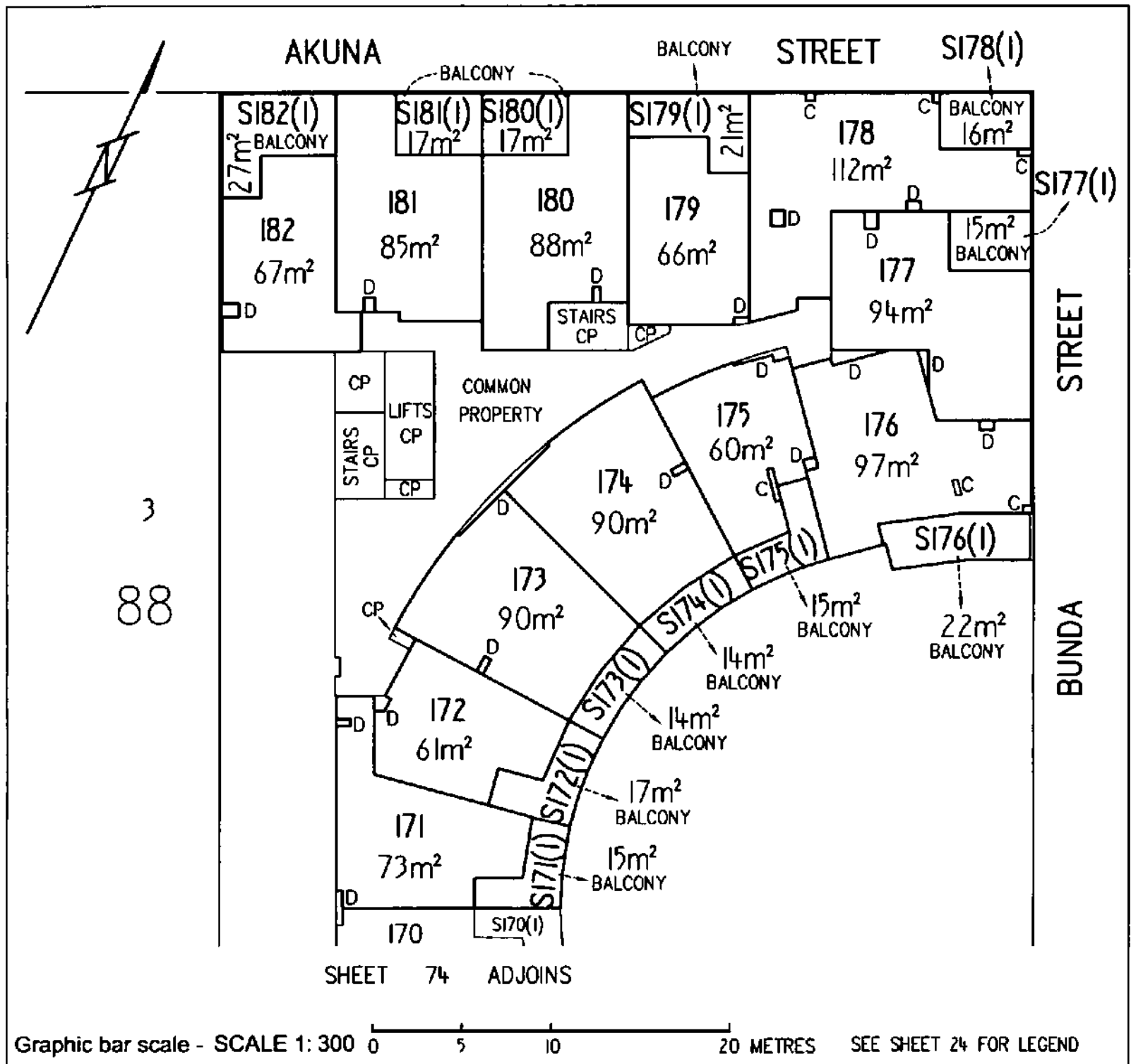
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
	52 108	 	3941

FLOOR NUMBER	NINTH	A & UNIT SUBSIDIARIES



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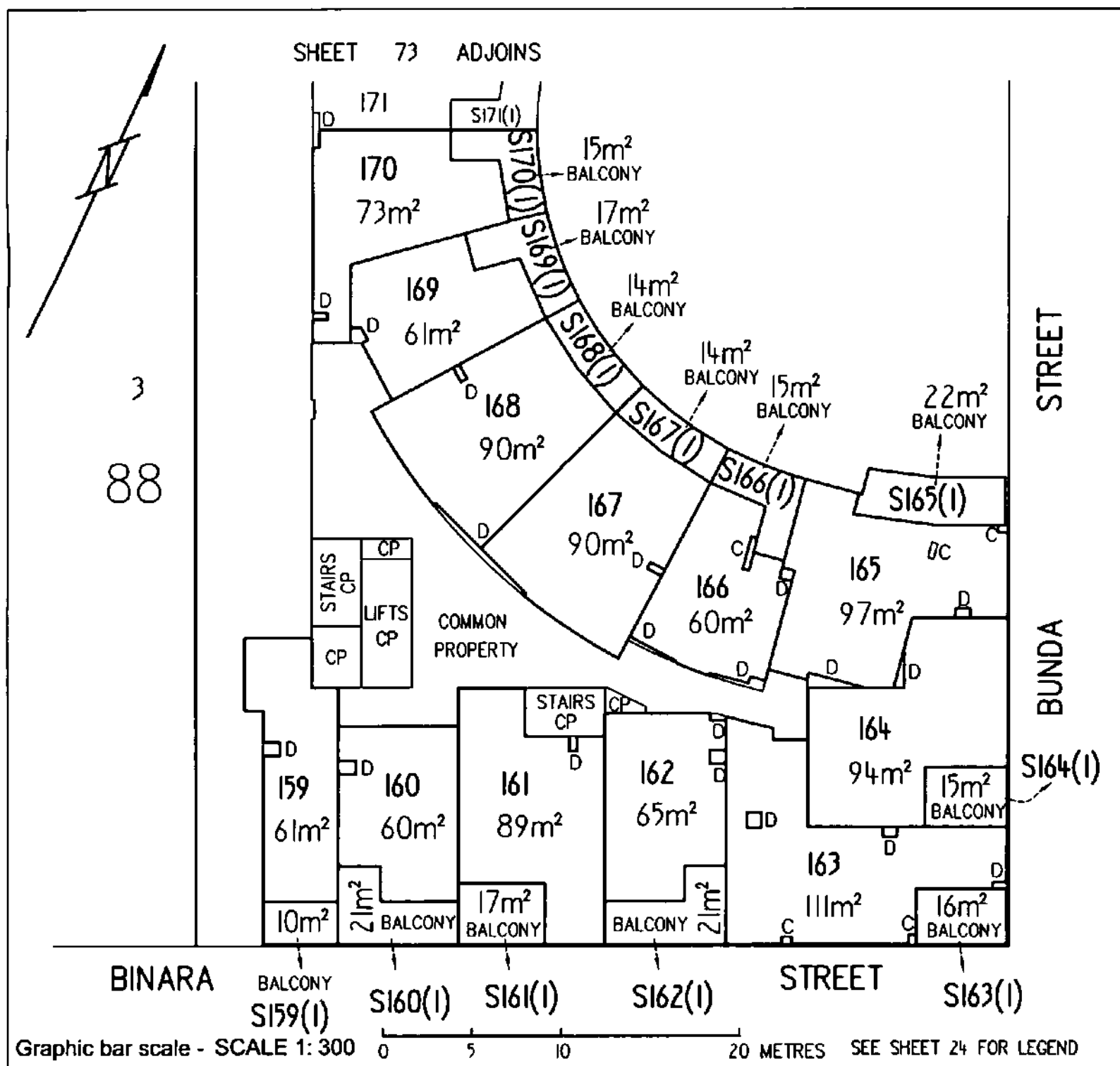
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
	52 108	I	3941

FLOOR NUMBER	NINTH	A & UNIT SUBSIDIARIES



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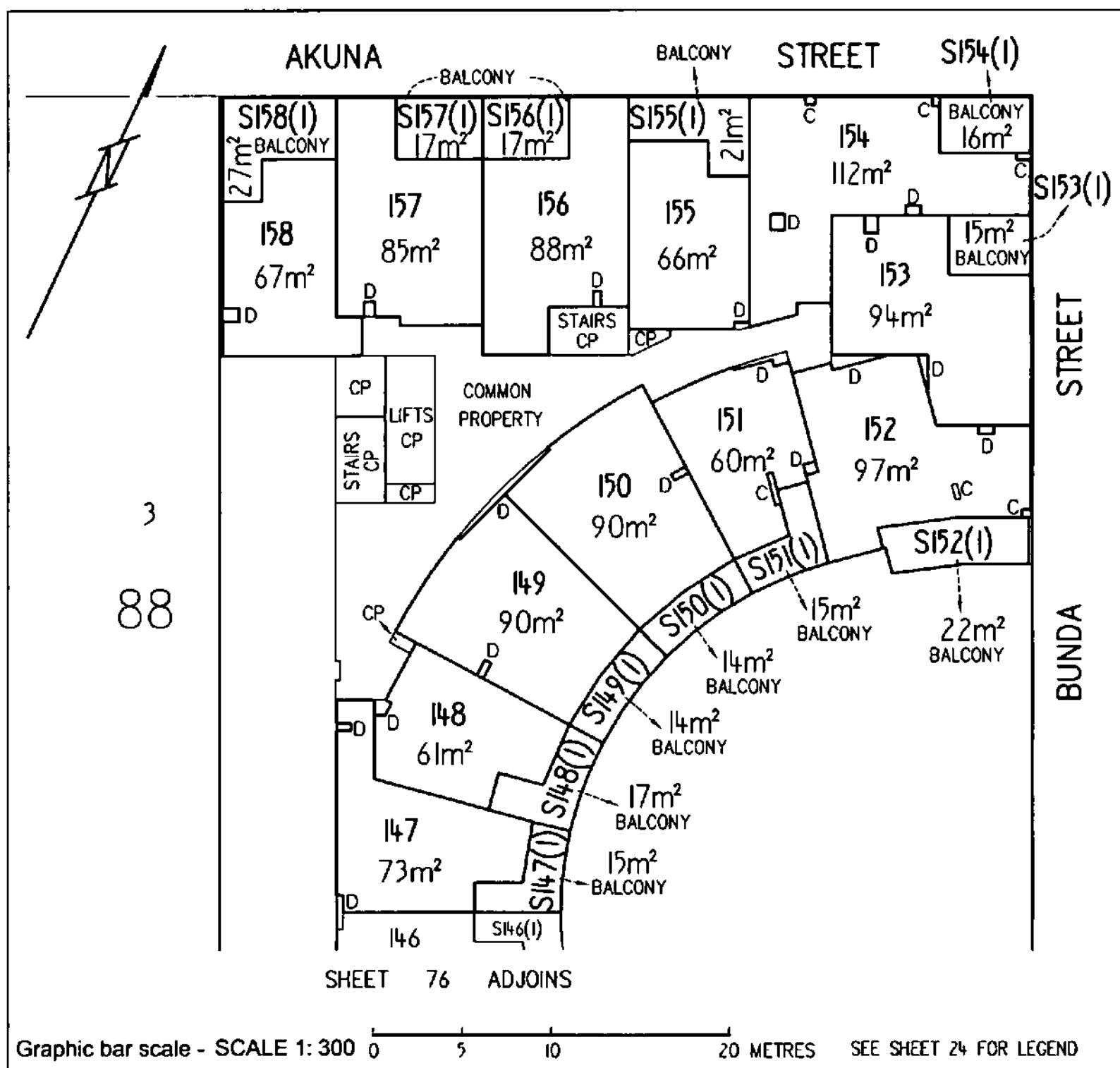
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
	52 108	1	3941

FLOOR NUMBER	TENTH	A & UNIT SUBSIDIARIES



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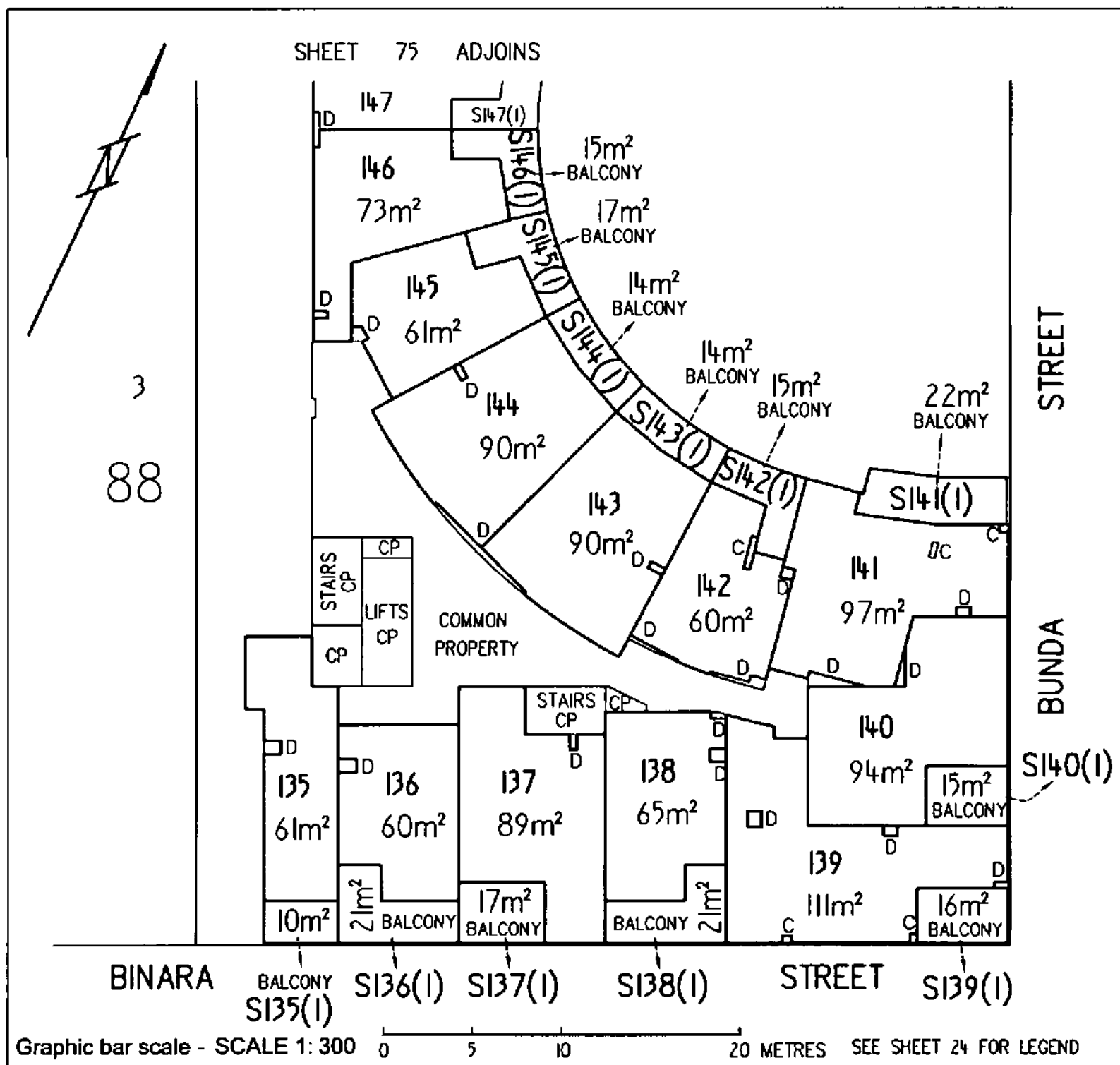
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
	52 108	I	3941

FLOOR NUMBER	TENTH	A & UNIT SUBSIDIARIES



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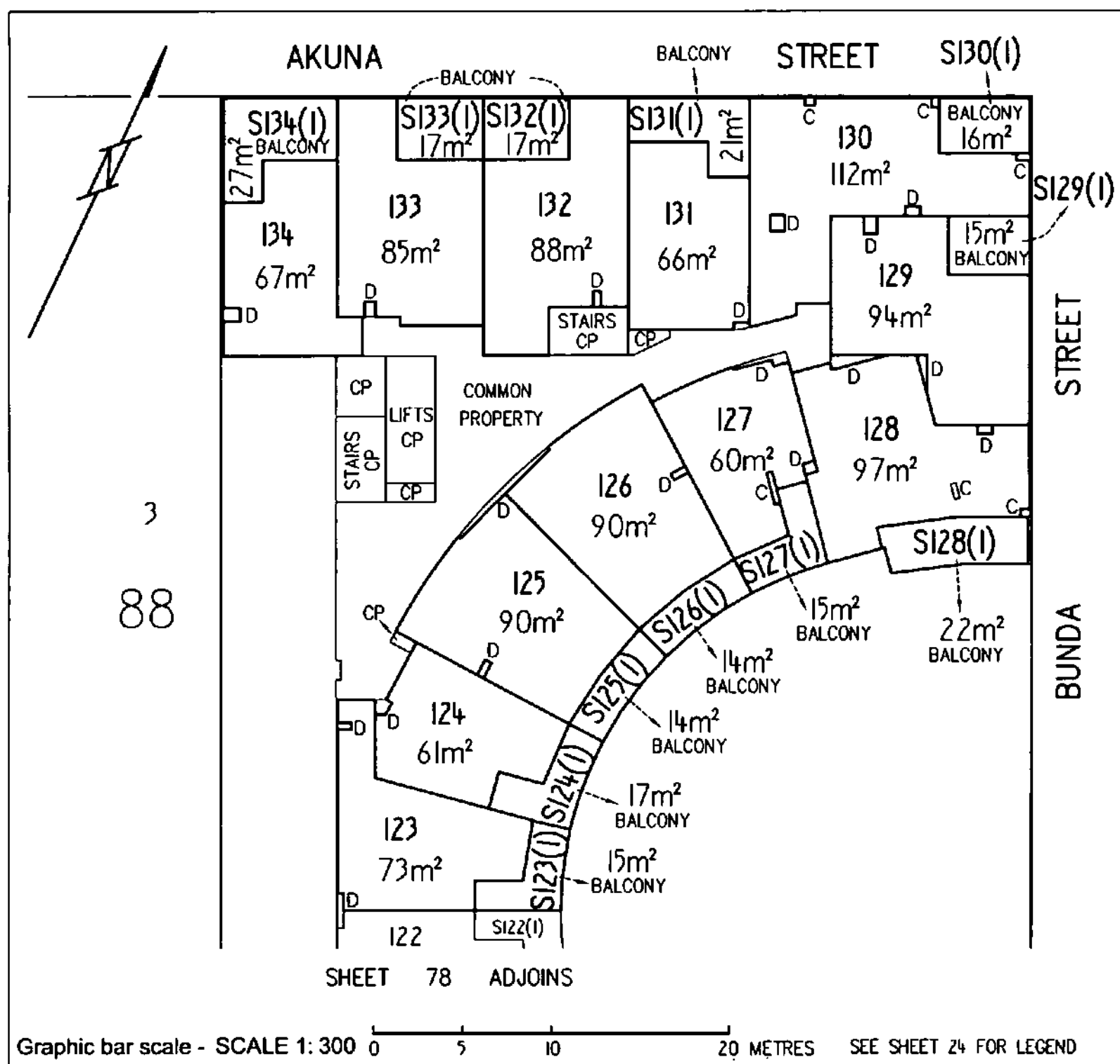
LAND TITLES
OFFICE OF REGULATORY SERVICES
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	ELEVENTH	A & UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
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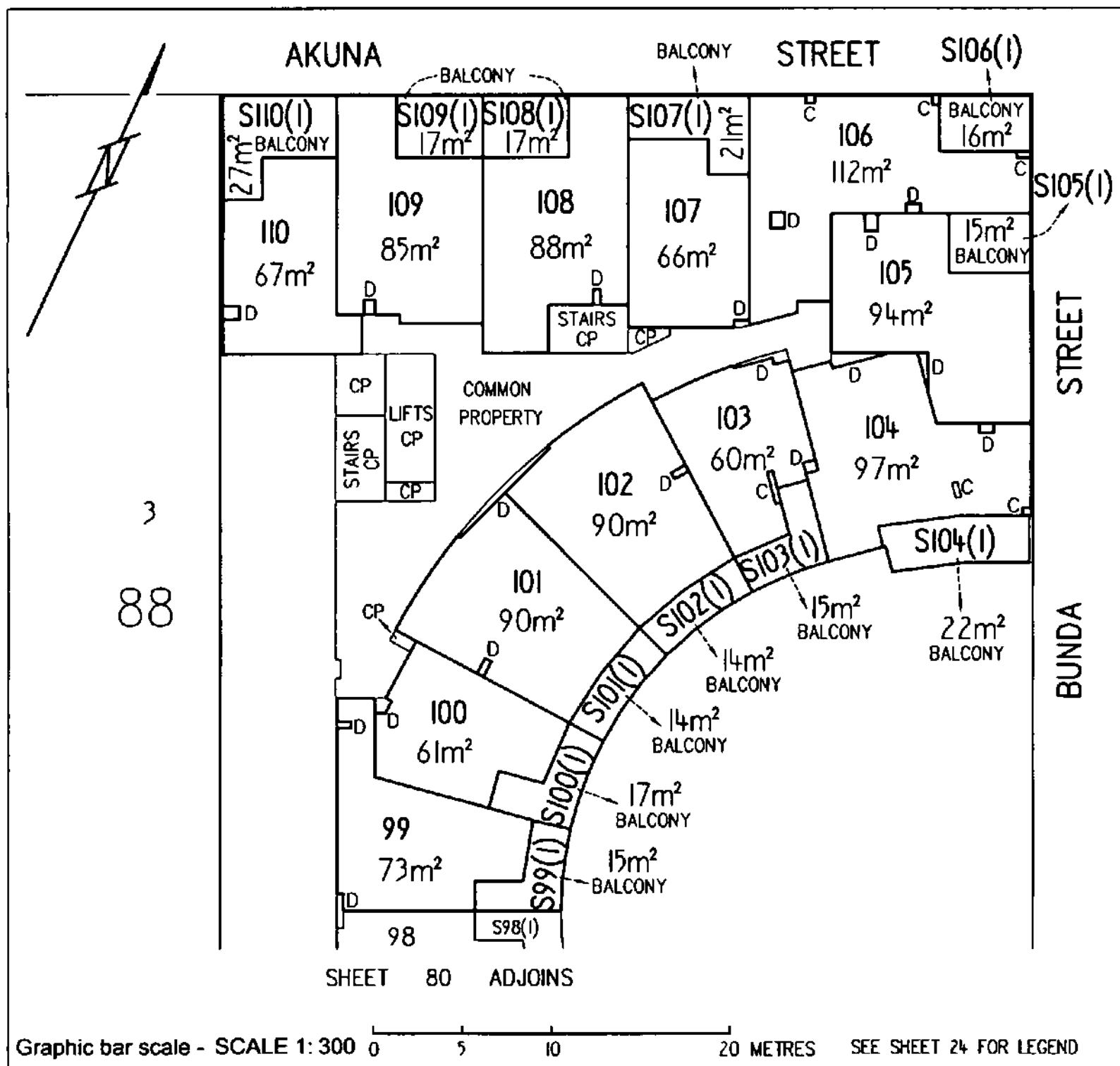
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 ACT Planning and Land Authority

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	TWELFTH	A & UNIT SUBSIDIARIES



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LAND TITLES

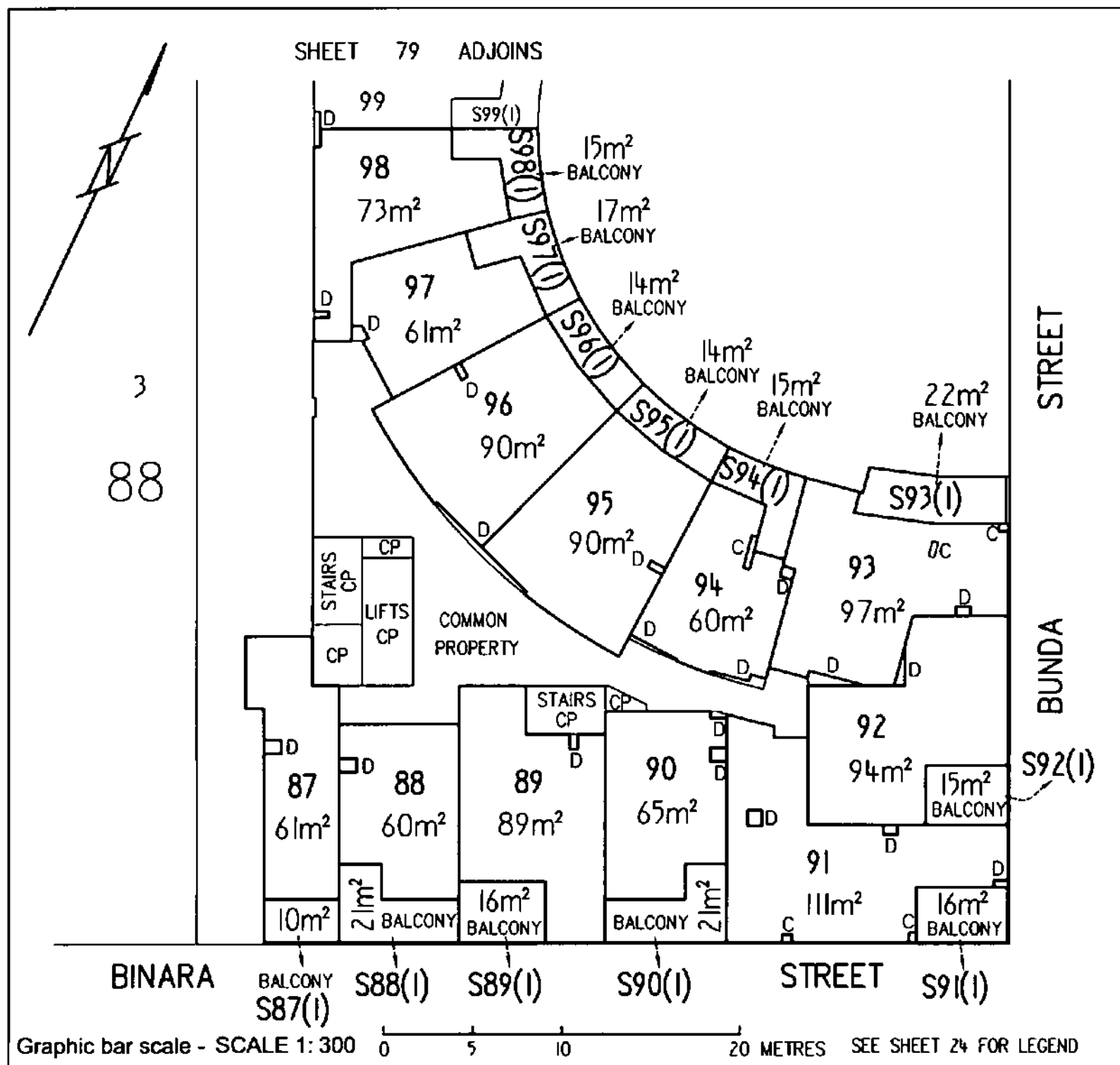
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	A & UNIT SUBSIDIARIES
TWELFTH	



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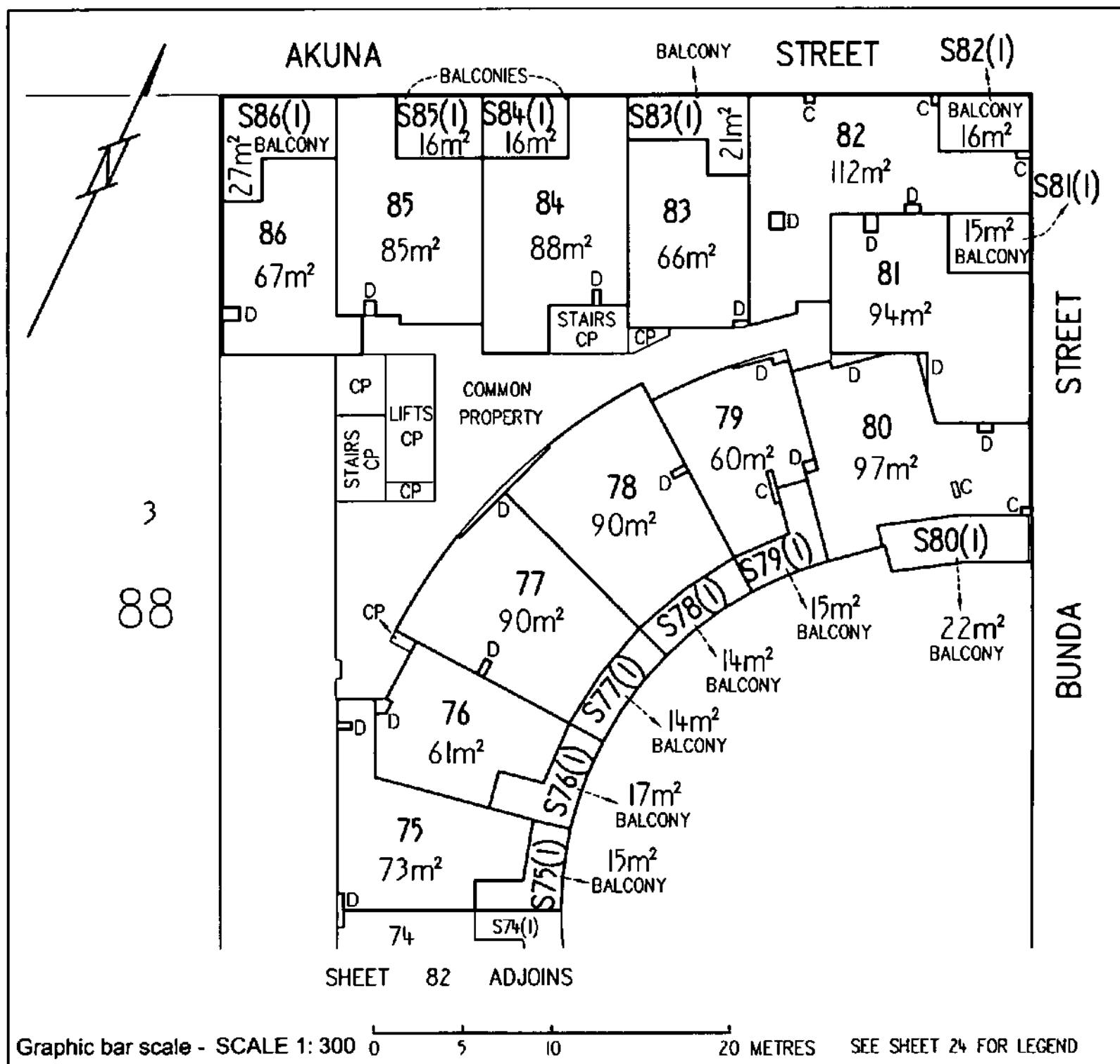
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ACT Planning and Land Authority

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	THIRTEENTH	A & UNIT SUBSIDIARIES



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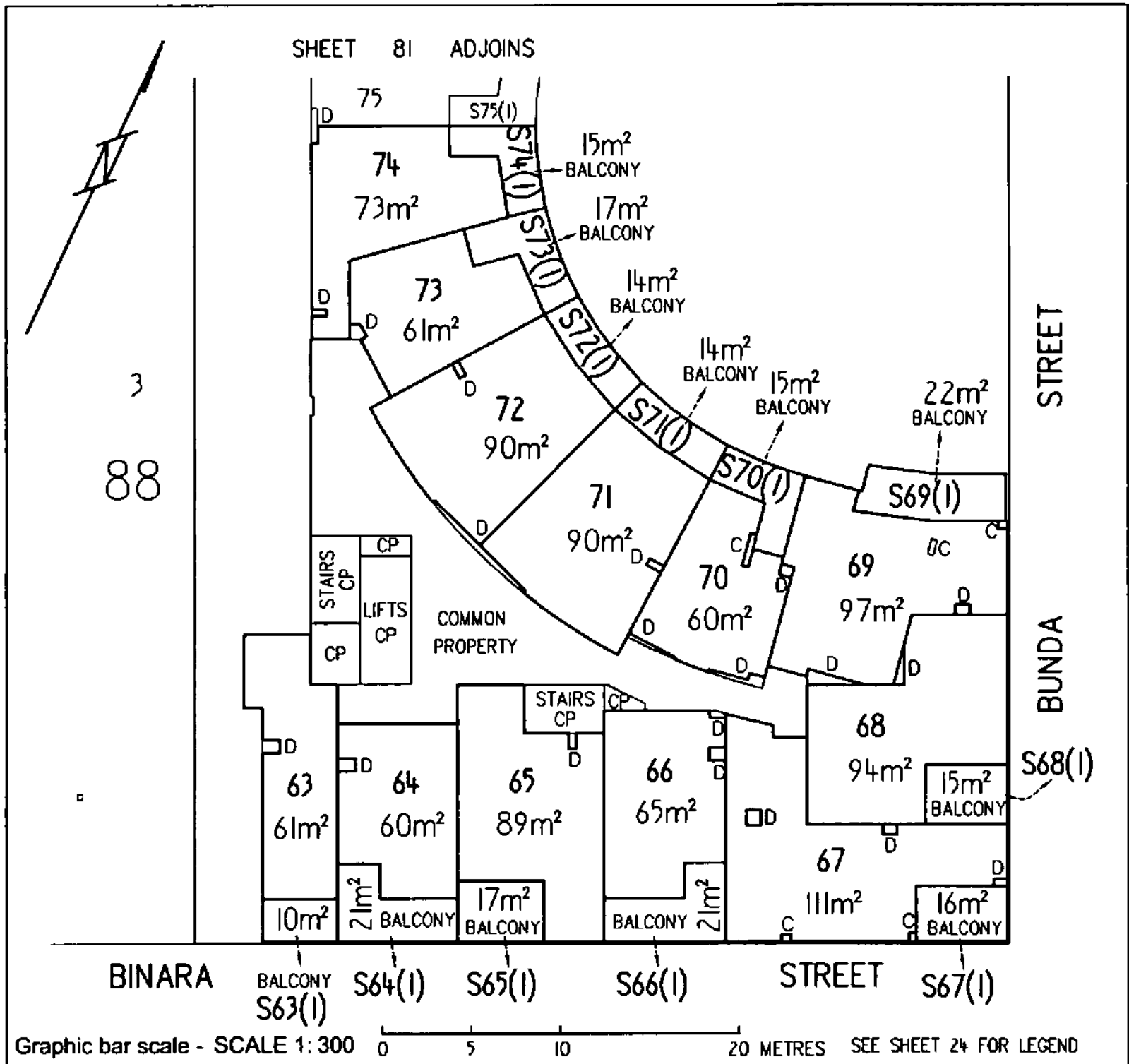
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	A & UNIT SUBSIDIARIES
THIRTEENTH	



38 AKUNA PTY LIMITED BY ITS ATTORNEY
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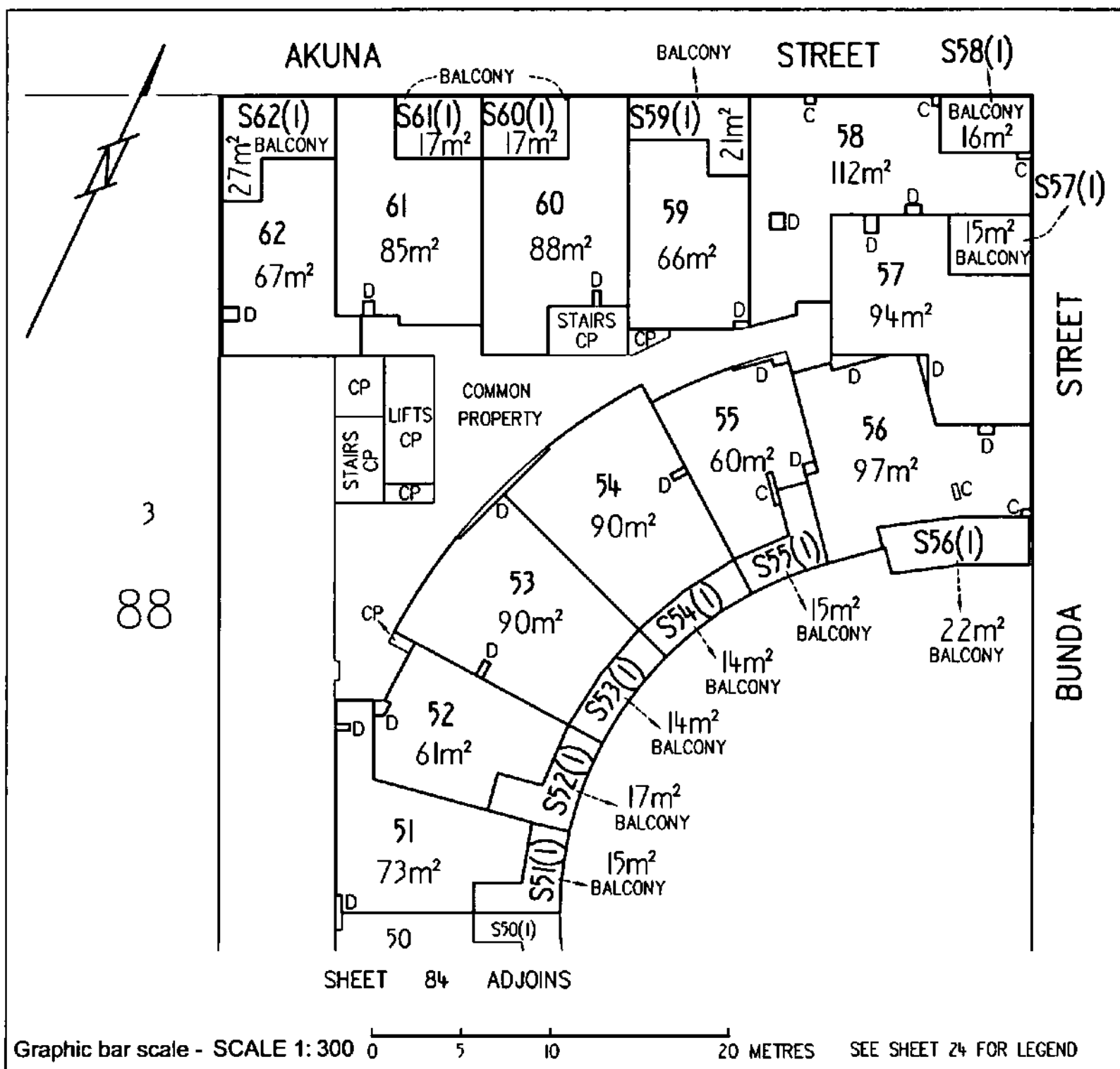
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I I	3941

FLOOR NUMBER	A & UNIT SUBSIDIARIES
FOURTEENTH	



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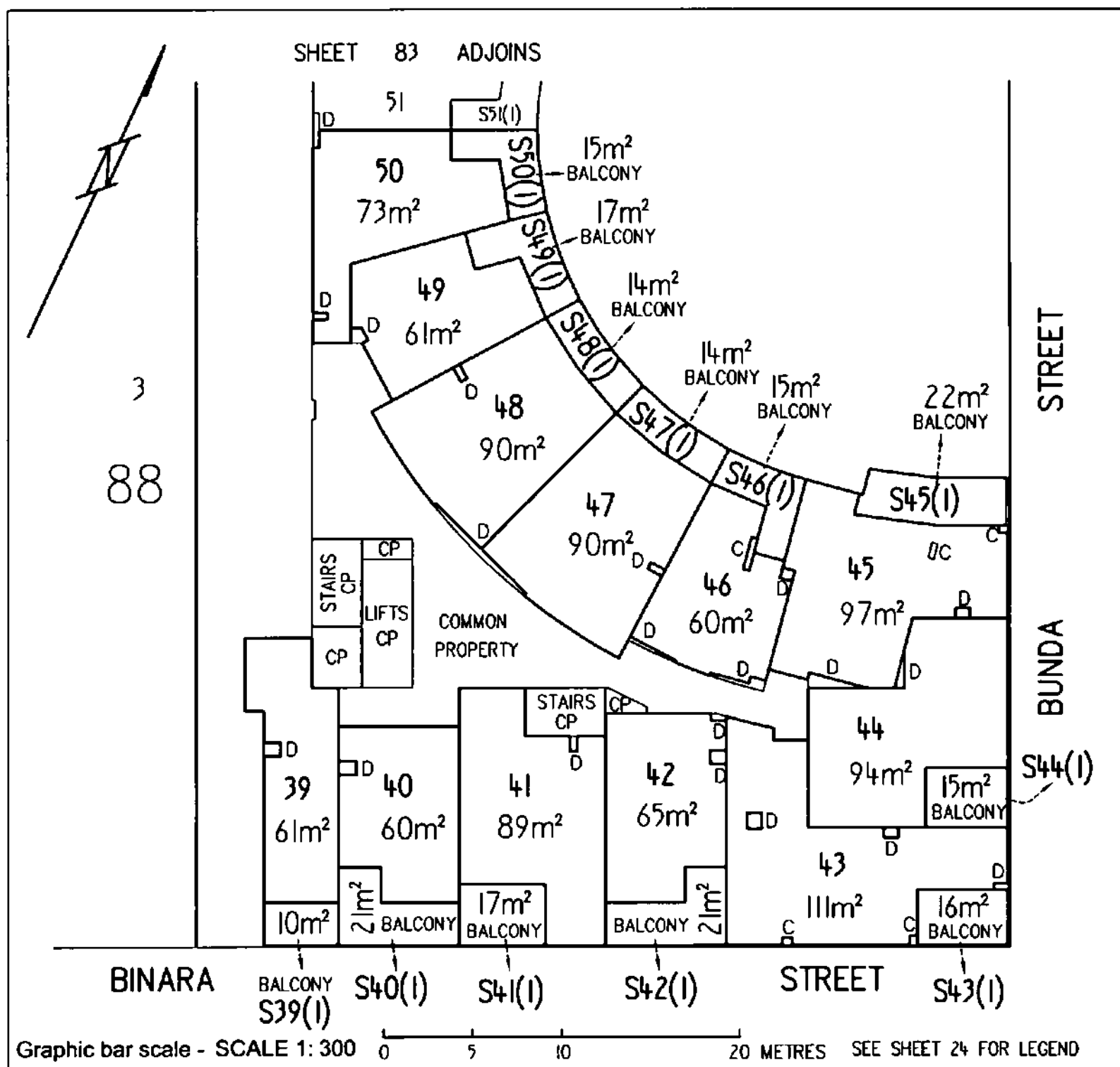
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Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1	3941

FLOOR NUMBER	A & UNIT SUBSIDIARIES
FOURTEENTH	



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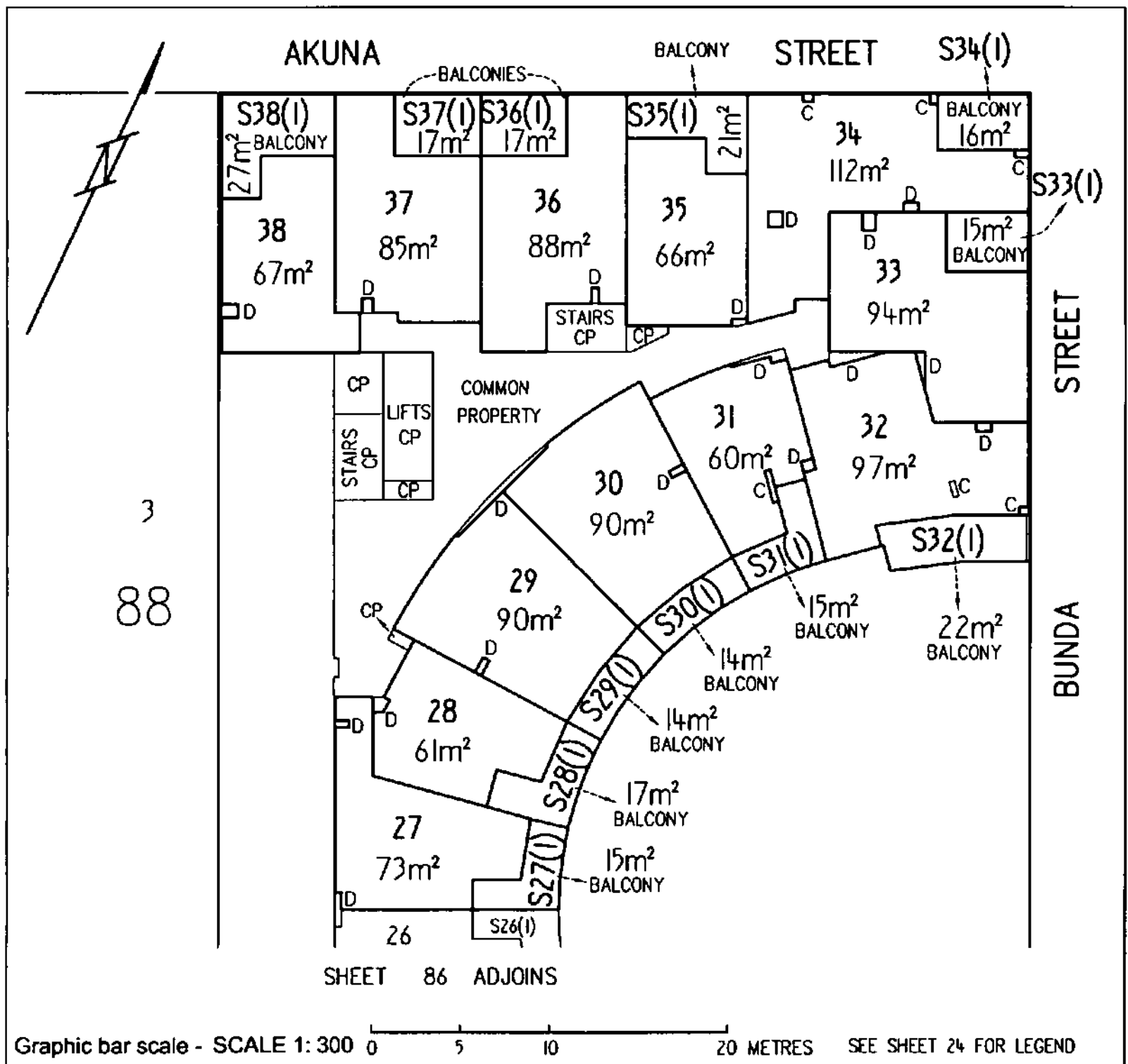
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	1 1	3941

FLOOR NUMBER	FIFTEENTH	A & UNIT SUBSIDIARIES



38 AKUNA PTY LIMITED BY ITS ATTORNEY
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[T] Sharon Harmer

Delegate of the
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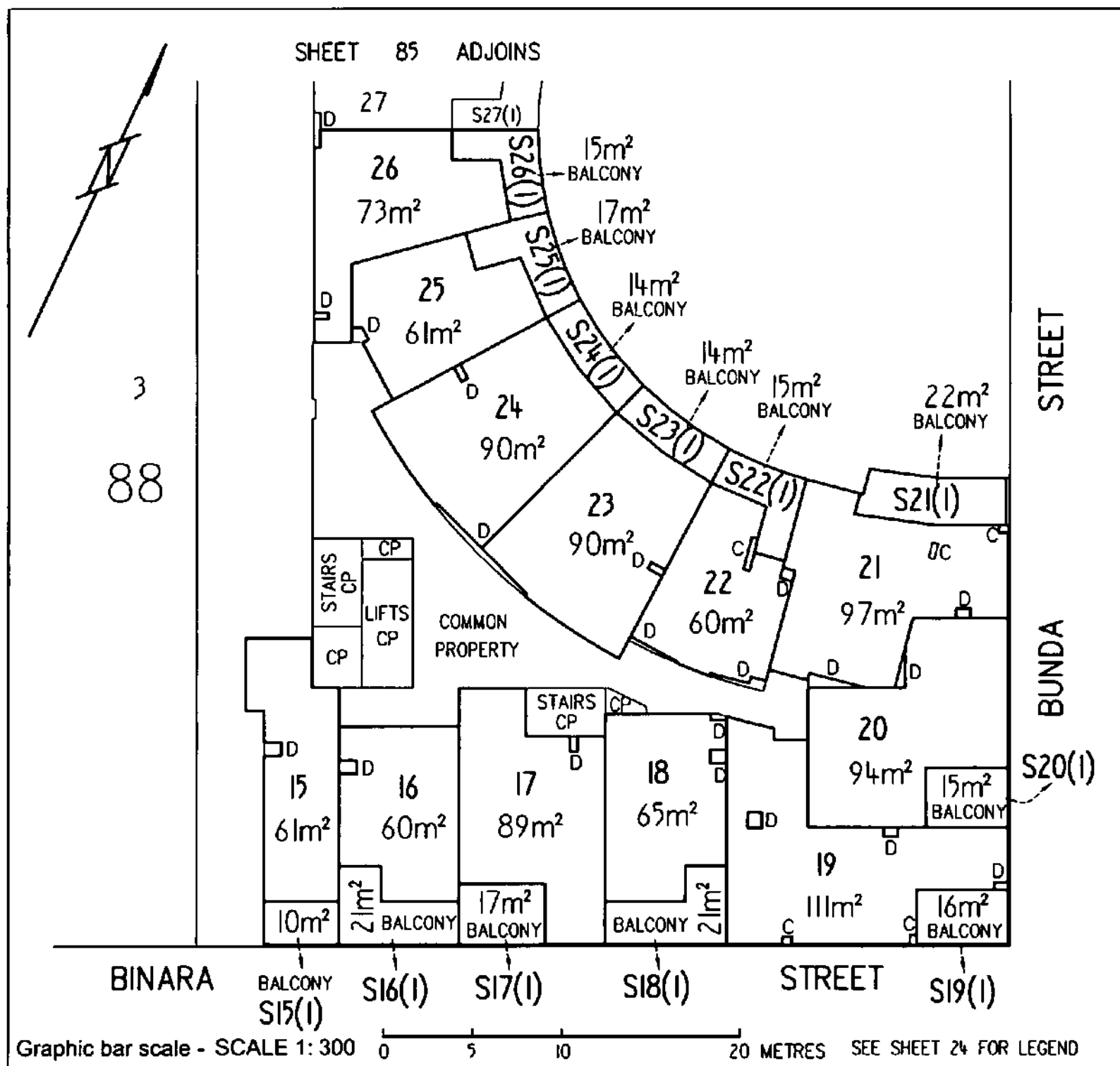
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108		3941

FLOOR NUMBER	FIFTEENTH	A & UNIT SUBSIDIARIES



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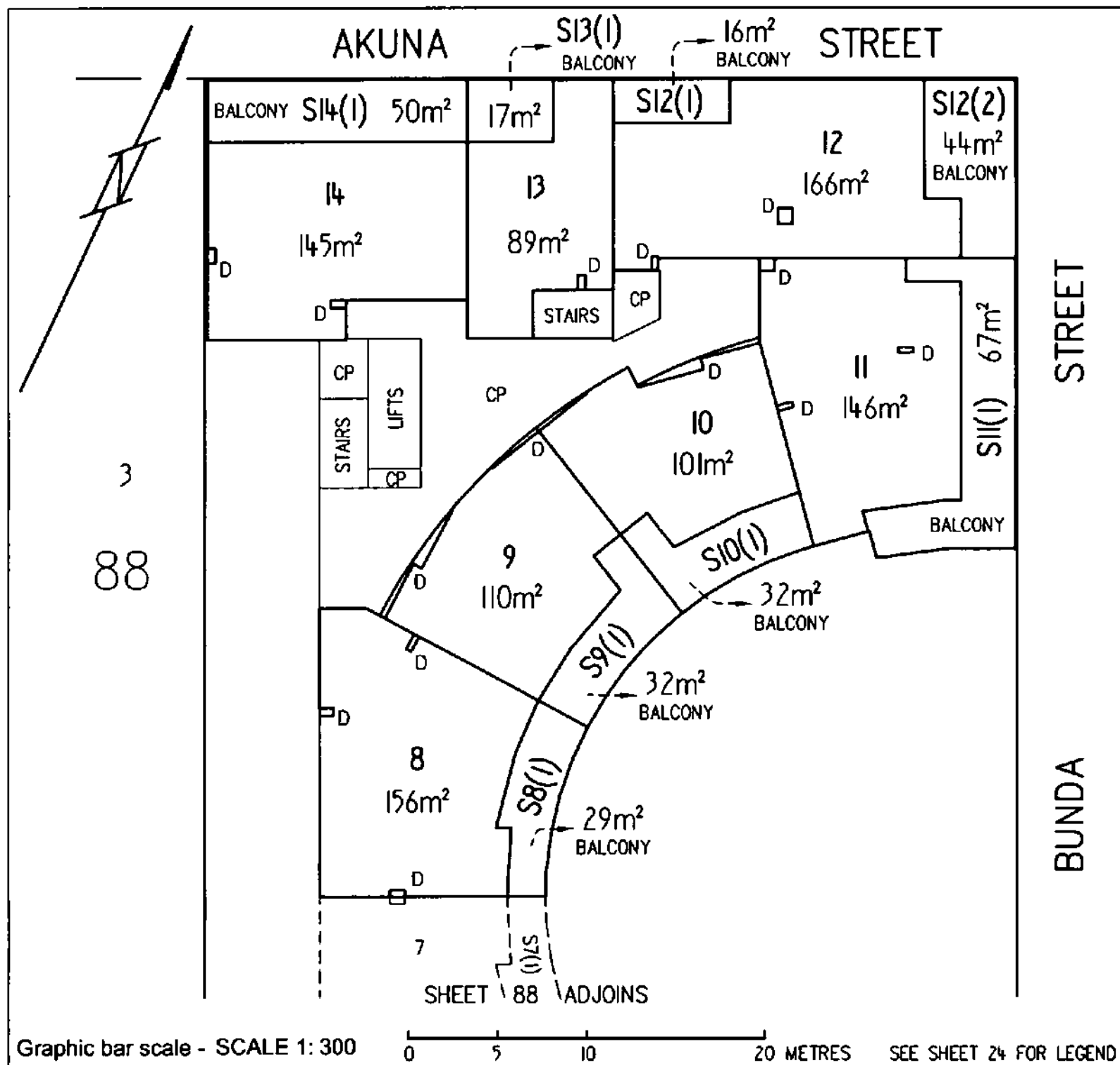
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CITY	52 108	I	3941

FLOOR NUMBER	SIXTEENTH	A & UNIT SUBSIDIARIES



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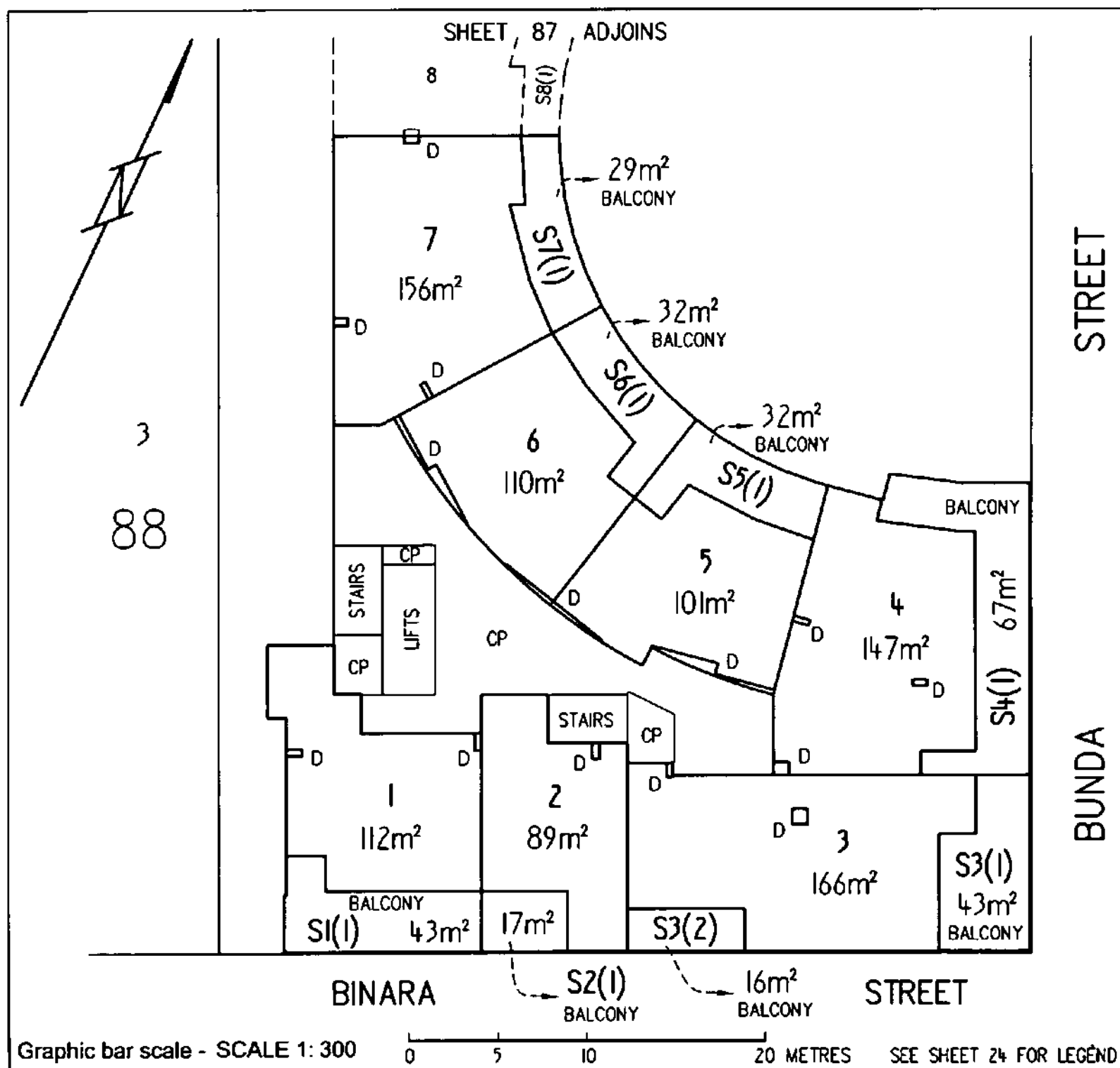
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

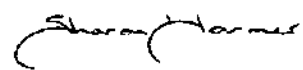
Division	Section	Block	UNITS PLAN No.
CITY	52 108		3941

FLOOR NUMBER SIXTEENTH	A & UNIT SUBSIDIARIES



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Delegate of the
 ACT Planning and Land Authority

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 <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u>;

Two handwritten signatures are present at the bottom right of the page. The one on the left is a stylized signature, and the one on the right is a more formal, cursive signature.

- 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 ALWAYS 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

54



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 (b)
RENT

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



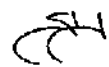
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

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

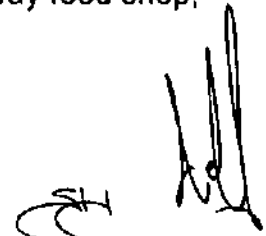


- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (h) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on 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;

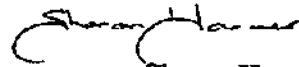
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- (u) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (v) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which 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;

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- (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

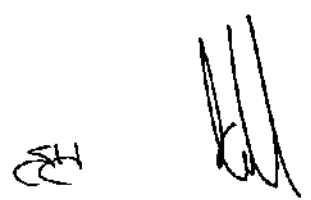
Land Titles (Unit Titles) Act 1970

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;

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- (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.

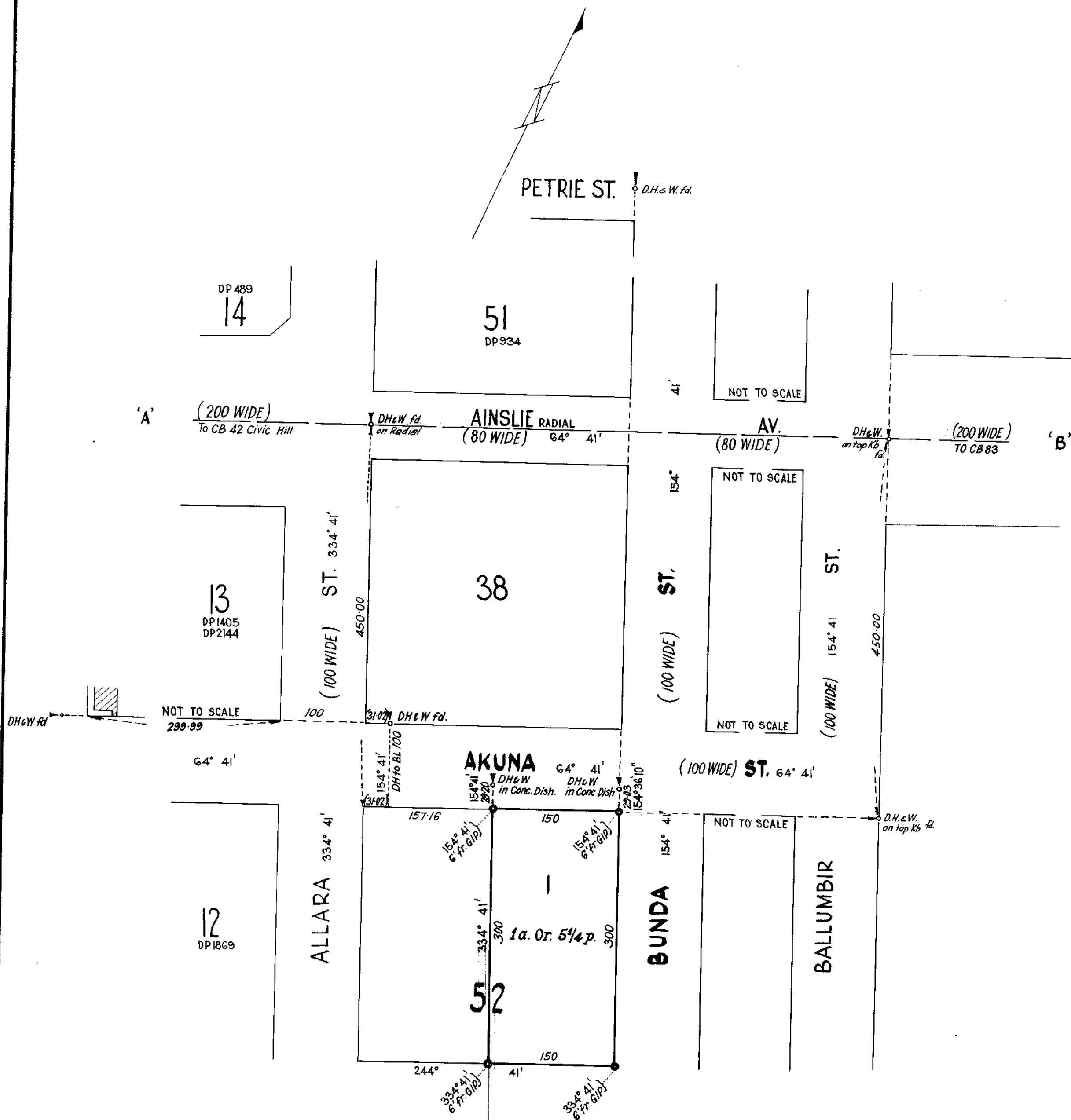
Dated this Second day of September 2013.



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



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.

W.M. Tweedie
11.5.71 Commonwealth Surveyor-General

PLAN OF

BLOCK I 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

[Signature]

Registrar of Titles.

DEPOSITED PLAN

2677



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	183	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, Planning & Development Act 2007 and Planning Act 2023.

	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? Certificate Number: 73126	()	(X)
(N/A ex-Government House) ☐ 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 an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)	
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(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 Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)	
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)	

Applicant's Name :

Info Track

Date: 17-MAR-26 10:15:41

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

72790 - 188928082



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

INFORMATION ABOUT THE PROPERTY

CITY Section 52/Block 1/Unit 183

Building Class: A

Area(m2): 4,180.5

Unimproved Value: \$28,200,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

17-MAR-2026 10:15

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 8

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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

17-MAR-2026 10:15

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 8

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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

17-MAR-2026 10:15

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 8

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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

17-MAR-2026 10:15

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 8

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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

17-MAR-2026 10:15

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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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 Residentl	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. Exempt activities can 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 <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

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 <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this 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).



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17-MAR-2026 10:15

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 8 of 8

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash. Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) 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 Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

---- END OF REPORT ----

Owner Ledger

Start Date: 01/03/2024

End Date: 31/03/2028

Owners: One only

The Owners of Units Plan 3941

Manhattan on the Park, 240 Bunda Street, CANBERRA ACT 2601

Lot 183 Unit 824 Pamfilo & Maria Majadas

UE / AE: 25.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Sinking Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/04/2024	Quarterly	Quarterly Admin/Sinking Levy 01/04/2024 - 30/06/2024	1,007.35	1,007.35	444.00	444.00	18.27	0.00%	Standard	Normal	None
2	01/07/2024	Quarterly	Quarterly Admin/Sinking Levy 01/07/2024 - 30/09/2024	1,007.35	1,007.35	444.00	444.00	0.92	0.00%	Standard	Normal	None
3	01/08/2024	Once-off	Once-off Admin Levy - Supreme Court Legal Costs (Rectification Order Matter)	948.75	948.75	0.00	0.00	14.98	0.00%	Standard	Normal	None
4	10/09/2024	Once-off	Lot 183: Debt recovery Stage 1	55.00	55.00	0.00	0.00	0.00		Owner Invoice	Normal	None
5	09/11/2024	Quarterly	Quarterly Admin/Sinking Levy 01/10/2024 - 31/12/2024	993.65	993.65	466.20	466.20	22.04	0.00%	Standard	Normal	None
6	01/01/2025	Quarterly	Quarterly Admin/Sinking Levy 01/01/2025 - 31/03/2025	993.65	993.65	466.20	466.20	0.00	0.00%	Standard	Normal	None
7	01/04/2025	Quarterly	Quarterly Admin/Sinking Levy 01/04/2025 - 30/06/2025	993.65	993.65	466.20	466.20	0.00	0.00%	Standard	Normal	None
8	01/07/2025	Quarterly	Quarterly Admin/Sinking Levy 01/07/2025 - 30/09/2025	993.65	993.65	466.20	466.20	0.00	0.00%	Standard	Normal	None
9	22/11/2025	Quarterly	Quarterly Admin/Sinking Levy 01/10/2025 - 31/12/2025	1,019.75	1,019.75	489.50	489.50	15.30	0.00%	Standard	Normal	None
10	22/11/2025	Quarterly	Rectification Order Appeal Costs - 30% of Total	113.85	113.85	0.00	0.00	1.19	0.00%	Standard	Normal	None
11	01/01/2026	Quarterly	Quarterly Admin/Sinking Levy 01/01/2026 - 31/03/2026	1,019.75	1,019.75	489.50	489.50	0.00	0.00%	Standard	Normal	None
12	01/01/2026	Quarterly	Rectification Order Appeal Costs - 35% of Total	132.85	116.36	0.00	0.00	0.00	0.00%	Standard	Normal	None
13	01/04/2026	Quarterly	Quarterly Admin/Sinking Levy 01/04/2026 - 30/06/2026	1,019.75	0.00	489.50	0.00	0.00	0.00%	Standard	Normal	None
14	01/04/2026	Quarterly	Rectification Order Appeal Costs - 35% of Total	132.85	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	None

15	01/07/2026	Quarterly	Quarterly Admin/Sinking Levy 01/07/2026 - 30/09/2026	1,019.75	0.00	489.50	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$16.49

Interest on levy arrears \$0.34

Receipts					Admin Fund		Sinking Fund		Unallocated		Total amount	Cheque no.	Levy no.
Date	Receipt no.	Subtype	Status	Source	Paid	Interest	Paid	Interest	Paid				
15/05/2024	4562	Receipt	Banked		994.58	12.77	438.37	5.63	0.00	1,451.35		1	
19/07/2024	5062	Receipt	Banked		1,006.81	0.54	443.76	0.24	0.00	1,451.35		1, 2	
16/09/2024	5295	Receipt	Banked		932.86	12.60	13.41	0.28	0.00	959.15		2, 3, 4	
03/01/2025	5954	Receipt	Banked		1,079.54	17.99	458.97	7.02	0.00	1,563.52		3, 5	
10/01/2025	5982	Receipt	Banked		923.06	0.03	433.07	0.02	0.00	1,356.18		5, 6	
21/02/2025	6096	Receipt	Banked		86.01	0.00	40.36	0.00	0.00	126.37		6	
09/04/2025	6420	Receipt	Banked		993.65	0.00	466.20	0.00	0.00	1,459.85		7	
08/07/2025	6832	Receipt	Banked		993.65	0.00	466.20	0.00	0.00	1,459.85		8	
29/12/2025	7452	Receipt	Banked		1,117.15	11.49	489.50	4.96	0.00	1,623.10		9, 10	
06/01/2026	7594	Receipt	Banked		1,152.56	0.04	489.50	0.00	0.00	1,642.10		11, 10, 12	

Statement of Financial Position - Group

As at 28/02/2026

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	(97,018.84)
Owners Equity--Admin	268,275.25
	<u>171,256.41</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	328,991.61
Owners Equity--Sinking	2,704,958.53
	<u>3,033,950.14</u>
Net owners' funds	<u>\$3,205,206.55</u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	197,413.16
Receivable--Levies--Admin	19,399.78
Receivable--Owners--Admin	773.00
	<u>217,585.94</u>
Sinking Fund	
Cash at Bank--Sinking	969,347.78
Investments--Sinking	1,500,000.00
Investments--Sinking 2	600,000.00
Receivable--Levies--Sinking	7,840.45
	<u>3,077,188.23</u>
Unallocated Money	
Cash at Bank--Unallocated	13,538.41
	<u>13,538.41</u>
Total assets	<u>3,308,312.58</u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	14,405.22
Creditors--Other--Admin	16,682.11
Prepaid Levies--Admin	15,242.20
	<u>46,329.53</u>
Sinking Fund	
Creditor--GST--Sinking	36,298.69
Prepaid Levies--Sinking	6,939.40
	<u>43,238.09</u>
Unallocated Money	
Prepaid Levies--Unallocated	13,538.41

	13,538.41
<i>Total liabilities</i>	103,106.03
Net assets	\$3,205,206.55

Cladding Replacement Fund**Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	0.00
Owners Equity--Admin	114,316.74
	<u>114,316.74</u>

Sinking Fund

Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>

Net owners' funds**\$114,316.74****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	113,836.11
	<u>113,836.11</u>

Sinking Fund0.00*Total assets*113,836.11**Less liabilities****Administrative Fund**

Creditor--GST--Admin	(648.08)
Prepaid Levies--Admin	167.45
	<u>(480.63)</u>

Sinking Fund0.00*Total liabilities*(480.63)**Net assets****\$114,316.74**

Unit Titles (Management) Sale Certificate Determination 2024

Unit Title Sale Certificate

Unit Titles (Management) Act 2011

Units Plan No. 3941

Unit no: 183

Unit entitlement: 25 Total unit entitlement: 10000

Unit owner/eligible person: Pamfilo & Maria Majadas/

1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Member	D Bibb Manhattan on the Park, 320/240 Bunda Street, CANBERRA ACT 2601
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	F Adams Manhattan on the Park, 611/240 Bunda Street, CANBERRA ACT 2601
Member	J Nest Manhattan on the Park, 517/240 Bunda Street, CANBERRA ACT 2601
Member	P Sillar Manhattan on the Park, 916/240 Bunda Street, CANBERRA ACT 2601

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

3. BOOKS & RECORDS

The Owners Corporation's books, records and corporate register may be inspected at:

Unit G2 / 65 Canberra Avenue

4. INSURANCE

Policy No. HU000061222 Chu Underwriters
63
Type: Strata Broker: Gallagher

Premium: \$246,129.12 Paid on: 27/02/2026 Policy start date: 28/02/2026 Next due: 28/08/2026

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)

5. CONTRIBUTIONS

5.1 When does the current financial year for contributions begin?

01 Aug 2025

5.2 Contributions due from this unit for the current financial year:
Annual – \$6,416.55

Administrative (General) Fund instalments (as determined under S78):

Total amount last determined with respect to the lot		\$4,458.55
Number of instalments payable (if contributions payable by instalments)		7
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 01/10/2025 - 31/12/2025	22 Nov 2025	\$1,019.75
Rectification Order Appeal Costs - 30% of Total	22 Nov 2025	\$113.85
Quarterly Admin/Sinking Levy 01/01/2026 - 31/03/2026	01 Jan 2026	\$1,019.75
Rectification Order Appeal Costs - 35% of Total	01 Jan 2026	\$132.85
Quarterly Admin/Sinking Levy 01/04/2026 - 30/06/2026	01 Apr 2026	\$1,019.75
Rectification Order Appeal Costs - 35% of Total	01 Apr 2026	\$132.85
Quarterly Admin/Sinking Levy 01/07/2026 - 30/09/2026	01 Jul 2026	\$1,019.75
Amount owing		\$16.49
Interest owing		\$0.34
Total amount owing		\$16.83
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		\$1,958.00
Number of instalments payable (if contributions payable by instalments)		7
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 01/10/2025 - 31/12/2025	22 Nov 2025	\$489.50
Rectification Order Appeal Costs - 30% of Total	22 Nov 2025	\$0.00
Quarterly Admin/Sinking Levy 01/01/2026 - 31/03/2026	01 Jan 2026	\$489.50

Rectification Order Appeal Costs - 35% of Total	01 Jan 2026	\$0.00
Quarterly Admin/Sinking Levy 01/04/2026 - 30/06/2026	01 Apr 2026	\$489.50
Rectification Order Appeal Costs - 35% of Total	01 Apr 2026	\$0.00
Quarterly Admin/Sinking Levy 01/07/2026 - 30/09/2026	01 Jul 2026	\$489.50
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 \$113,836.11

5.4 Total outstanding contributions due for current financial year as at the date of this Certificate – \$16.83

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 – \$16.83

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.

7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

8. DEVELOPER CONTROL PERIOD

The developer control period has expired.

9. SUSTAINABILITY INFRASTRUCTURE

The corporation has installed 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.

10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency

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.

12. IS THERE A REGULATED SWIMMING POOL ON COMMON PROPERTY?

YES

If Yes, attach a copy of the Swimming Pool Disclosure Statement.

13. ARE ANY UTILITIES WITHIN THE BUILDING PART OF AN EMBEDDED NETWORK?

NO

14. HAS THE OWNERS CORPORATION BORROWED FUNDS? NO

15. MINUTES OF MEETINGS OF OWNERS CORPORATION AND EXECUTIVE COMMITTEE

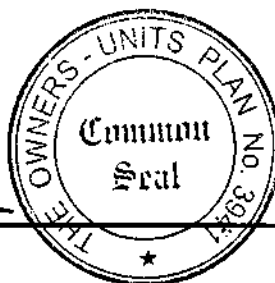
A copy of the Minutes of Meetings is attached.

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: 17 March 2026

The Common Seal of
The Owners - Units Plan No .3941
was hereunto affixed in
the presence of




Signature



**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

Level 4, City Walk Centre

2 Mort Street

Canberra City ACT 2601

P: +61 2 6257 3400

Adre.dewaal@dcwc.com.au

www.dcwc.com.au

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Document Status					
Rev No.	Author	Reviewer	Approved for Issue		
			Name	Signature	Date
R2	A de Waal	A de Waal	ADW	ADW	19.11.20
File Ref. C19094 - Manhattan - Capital Fund Report R2					

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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.

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

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 Finishes204,400

Directional and informational signs	Update or renew every 6 years to cover damage, graffiti, 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 Ceilings588,800

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 256,400

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)			

C19094 - Manhattan Apartments Capital Expenditure Plan R2 19.11.20													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 unforeseen 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 Finishes204,400

Directional and informational signs	Update or renew every 6 years to cover damage, graffiti, 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 Ceilings588,800

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 256,400

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 Transportation108,100

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 Services42,900

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 Egress49,600

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 Gymnasium59,100

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 unforeseen 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	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								



CGU Workers Compensation

Level 2, 6 National Circuit

Date: 26 February 2026

AJG - DEA Canberra (SME Facility)
AJG - DEA Canberra (SME Facility)
PO Box 263
Deakin West ACT 2600

Barton ACT 2600

GPO Box 2978 Canberra ACT 2601

Telephone: (02) 6240 4770

Email: ACTUnderwritingWC@cgu.com.au

EMPLOYERS' INDEMNITY INSURANCE

CERTIFICATE OF CURRENCY

This is to certify that our company provides ACT Workers' Compensation cover for:

Insured : Unit Plan 3941
:

Policy Number : O/24-4697

Period of Insurance : 28/02/2026 to 28/02/2027

Description : Residential Property Operators

Estimated Wages : \$100 **Employees :** 1

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Greg Mathews', is written over a horizontal line.

Greg Mathews
CGU Workers Compensation

EILAU31



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	HU0006122263
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	28/02/2026 to 28/08/2026 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%)

Sections

Section 1 – Insured Property

Building: \$262,253,000

Common Area Contents: \$2,622,530

Loss of Rent & Temporary Accommodation (total payable): \$39,337,950

Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

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

Machinery Breakdown: Not Selected

Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$20,000,000

Section 6 – Government Audit Costs and Legal Expenses

Not Selected



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 Section 1 - Insured Property, Section 1 - Standard extension - Lot Owners' Fixtures and Improvements or Section 1 - Optional extension - Catastrophe Insurance, 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 the following Sections (where shown as selected):

Section 1 - Insured Property,
Section 1 - Standard extension - Lot Owners' Fixtures and Improvements, and
Section 1 - Optional extension - Catastrophe Insurance

100% for the following Sections (where shown as selected):

Section 1 - Optional extension - Machinery Breakdown,
Section 2, 3, 4, 5 and 6

Date Printed

26/02/2026

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 QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 14th January 2026 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jeanette Adams, David Bibo, Peter Sillar and Jonathan Nest

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities: Thomas Cubbin

ABSENTEES: Fraser Adams, Peter Wilkinson and Michael Grady

1. Meeting Welcome

1.1. As the chairperson was not present, the Secretary **welcomed** members to the meeting.

2. Sub-Committee – Appointment, delegations and terms of reference

2.1.FM Working Group, Delegations

2.1.1. The Committee **reviewed** the Maintenance and Capital Works terms of reference provided, and in line with this working groups purpose to have select members assigned to specific related tasks to reduce executive committee meetings and focus on recurring contract works, routine maintenance and where the working group believes there are urgent items related to safety or for cost effective management of the building are delegated to spend up to \$10,000.00 where it is fair and reasonable. These expenditure items are to be tabled in the monthly reports to the broader executive committee, by way of minutes of the working groups meeting presented and reaffirmed at the next following committee meeting.

3. Sub-Committee Updates

3.1.Defects and Cladding Working Group

3.1.1. Defects

3.1.1.1. The Committee **noted** that the Appeal by Jolley on the Rectification Order was not able to be accommodated by the Court for its next sitting timing. The parties will attend the next call over for the Appeals Court in 2026, with a hearing not listed in this matter until August 2026 at the earliest. An update has been distributed to Owners accordingly.

3.1.1.2. The Committee **noted** that payment of \$190,000 under the accepted offer in relation to the Supreme Court costs orders against Mr Jolley (due 31 December 2025) had not been received/receipted as at the date of this meeting. Grady Strata advised Clayton Utz is following up and the Committee will be informed upon receipt.

3.1.1.3. The Committee **noted** that Lit Consulting has commenced the engagement to review outstanding fire safety defects and provide a risk rating for insurer engagement and repair prioritisation, in accordance with the previously agreed quotation.

3.1.2. Cladding

- 3.1.2.1. The Committee **noted** that Grady Strata is obtaining quotations from relevant trades to complete remediation of outstanding cladding defect works, which primarily relate to surface finish damage sustained during the works process. The Committee **noted** that, following a review of the settlement defects list, the owner of Unit 1201 requested clarification regarding alleged damage associated with the façade replacement works (including balcony gas and water fixtures, fire sprinkler components, and internal tile damage reportedly from scaffolding). The Committee **noted** that these items were not raised with Grady Strata within the relevant timeframe to enable any potential claim against PCA and have only recently been raised, and that they are not included on the current defects/rectification list. Grady Strata has requested the Unit 1201 owner provide any reports previously made, supporting photographs, and details of when the alleged damage occurred so the matter can be followed up. Grady Strata will continue to progress rectifications in consultation with relevant contractors.
- 3.1.2.2. The Committee **noted** concerns regarding delamination of new glazed balustrade panels installed as part of the cladding project. Due to Christmas/New Year availability, Michael Grady and Jonathan Nest have not yet undertaken a site inspection to confirm the issue. The Committee **agreed** that Jonathan Nest will coordinate a mutually suitable inspection time with Michael Grady and Thomas Cubbin for January/February 2026.

3.2.FM Working Group

- 3.2.1.1. The Committee **accepted** the most recent FM working group minutes, with the following items discussed in detail:
- The Committee **noted** that the hot water unit replacement has been previously approved; however, confirmation has not yet been received from Rheem due to the Christmas/New Year shutdown. Grady Strata advised it followed up in early January and will continue to pursue confirmation.
 - The Committee **noted** that replacement of the perished flexible piping between the hot water units with copper (via CBR Plumbing) has been approved, subject to confirmation of any impact on the Rheem warranty and/or service contract. The Committee further **noted** that Rheem confirmation remains outstanding due to the Christmas/New Year shutdown, and that Grady Strata followed up in early January and will continue to pursue a response.
 - The Committee **requested** additional quotations for gym equipment repairs and maintenance from suppliers other than Technogym. Master Gym Tech and Traction Fitness have been contacted, and quotations/service proposals will be provided to the Committee once received. The Committee also **noted** that Jonathan Nest agreed to follow up with Technogym head office (Sydney) at his next attendance to seek clarification from their service team regarding the poor service experience to date.
 - The Committee **noted** that leak remediation and façade/window works have continued. Internal repairs have been completed to Units 419, 420, 502, 519, 1119, 1202, 1206, 1319, 1419, 1503 and 1506, with further works being planned for Units 605, 906, 1002, 1205 and 1305 (including sunshade removals to '05 units). Façade specialists advised that several varying weather events are

required to adequately test and confirm the success of the repairs. The current timeline to commence remaining internal rectifications remains on track for mid to late February 2026.

- The Committee **noted** that fire door remediation works remain on hold due to the Jolley defects matters.
- The Committee **noted** an intermittent operational issue with Lift 1 (doors closing too quickly) remains under investigation/ongoing. All other lifts are operating satisfactorily.
- The Committee **noted** the request to increase the scope of window cleaning to include balustrade overhangs. The Committee further **noted** that responsibility for lot versus common property will be clarified and communicated. VRA is preparing a quotation for additional works so this can be formally reviewed.
- The Committee **noted** that lift re-carpeting issues in Lift 3 were completed under warranty; however, similar issues are now occurring in Lift 6. Thomas Cubbin has raised this with Lemons and requested further repairs under warranty.
- The Committee **noted** that a minimum of four (4) hours of security coverage was required over the Christmas/New Year period. No issues were reported during this period, or during Summerhats.
- The Committee **noted** an owner complaint regarding noise (potentially from air-conditioning plant) originating from Canberra Centre. The Committee **noted** that a previous similar complaint was pursued without a successful outcome. The Committee **agreed** to again contact the relevant Canberra Centre team to escalate the matter.
- The Committee **noted** progress updates on major works, including roof remediation (tender review report and CIQ update), planter box leak investigation (Peak report and sourcing of quotations), and the timber deck repair project (tender interview outcomes and next steps). The Committee **noted** that tenders for the timber deck and waterproofing repair project have been received and are being reviewed by CIQ following tender review meetings attended by Michael Grady and David Bibo. The Committee **requested** the preparation and implementation of a schedule of ongoing preventative maintenance for these works, **noting** that scheduling and timelines should not be dependent on weather or the timing of quotations. Jonathan Nest **advised** he will attend the Grady Strata office to meet with Michael Grady and Thomas Cubbin to commence this process.

3.3.Communications Working Group

- 3.3.1.1. The Committee **noted** the PECC update and Multicultural Festival Committee (MCF) briefing, which Annie Gregg attended. The Committee **noted** the Multicultural Festival will be held 6–8 February 2026, with key changes including: no stage in front of Highgate (roving, non-amplified performers instead); no Civic Stage due to road works; and the North Stage to be relocated to in front of Manhattan and angled approximately 30 degrees toward Cooyong Street, with MCF advising noise modelling will be undertaken to minimise impacts. The Committee further **noted** that generators will be located along Akuna Street and a toilet truck on lower Akuna Street; set-up will commence 28 January 2026, road works are scheduled for 4 February 2026, and removal will commence 8 February 2026. Traffic access to Manhattan will be managed by two controllers at Allara Street/Bunda Street (including one overnight); road-closure maps will be distributed to

residents via Grady Strata; no parking passes will be issued; and residents should expect increased access congestion (including due to the Commonwealth Avenue bridge closure). A noise monitor will be placed on the Manhattan pool deck and food trucks will be positioned to reduce generator noise, with any noise issues to be reported directly to MCF.

3.3.1.2. The Committee **noted** the Building Manager's report and status update, including feedback regarding temporary replacement arrangements while Chris Blake is on leave. The Committee **noted** that the current Building Manager, Bradley Hearn, has been placing notes on packages located in both foyers; however, members present were unclear as to the purpose of this. The Committee **agreed** that Bradley Hearn will provide clarification and that any proposed initiatives or changes to processes are to be formally submitted to the Executive Committee for consideration in the first instance.

3.3.1.3. The Committee **noted** that an ANU electrification study workshop (scenario workshopping), to be led by Cheryl Bibo, is proposed. The Committee **noted** that attendance will be by available Committee members and that a date is yet to be confirmed.

4. Administrative Matters

4.1.AGM outcomes.

4.1.1. Security

4.1.1.1. The Committee **noted** the Building Manager's report that several break-ins occurred over the Christmas/New Year period. The Committee **noted** that the North Tower door was forced following recent repairs, with blocks subsequently put in place. The Committee **agreed** to follow up with Class Locksmith to determine whether a more substantial solution can be implemented to prevent recurrence.

4.1.1.2. The Committee **discussed** a resident suggestion to install parcel lockers within the entranceway/lobbies. The Committee **noted** this was previously considered; however, due to the significant cost of installing lockers within the lobbies and the likelihood that not all couriers would use them (with an estimated capture of approximately 50% of deliveries), the proposal was not pursued further.

4.1.1.3. The Committee **noted** recent security incidents and upgrades and reviewed a proposal for an external security review. The Committee **noted** that a formal quotation from Connolly Walker for a comprehensive inspection and risk assessment is approximately \$10,000. The Committee further **noted** that Thomas Cubbin has requested a comparative quotation from Agilient Pty Ltd, which is anticipated to be received prior to the next Committee meeting.

4.1.2. Contract

4.1.2.1. The Committee **noted** that the contract with HVAC Canberra is due for renewal. The renewal documents will be circulated to members of the FM Working Group via DocuSign for review and signing.

4.1.3. Financials Items

4.1.3.1. The Committee **noted** the financial reports, including the arrears report, which were included in the meeting papers. The Committee **noted** that Jonathan Nest queried a charge in Chris Blake's Building Manager invoice for work pants, which should be paid by Grady Strata (not the Owners Corporation). The Committee **noted** that Michael Grady has confirmed this will be rectified and refunded to the OC.

4.1.3.2. The Committee **noted** that an external review/approval process for Owners Corporation invoices is now in place. The Committee **noted** that invoices are to be reviewed in the Owners Portal by either David Bibo or Jonathan Nest, with two authorised approvers established (one approver required per invoice).

4.1.4. Applications

4.1.4.1. The Committee **reviewed** the Flooring Alteration Application for Unit 1117 and **approved** the application.

4.1.4.2. The Committee **reviewed** the Pet Application for Unit 516 and approved the application.

4.1.5. Rule Infringements

4.1.5.1. The Committee **noted** that a further Rule Infringement Notice has been issued to Unit 809 regarding balustrade screening. The Committee **agreed** that if the screening is not removed by close of business (COB) Monday, 2 February 2026, further action will be taken.

4.1.5.2. The Committee **noted** that Unit 1323 had placed a lock box containing keys on an external handrail. The Committee **noted** the owner was contacted and the lock box was removed by the Building Manager following notification to the owner of the breach.

4.1.5.3. The Committee **noted** that items incorrectly stored in the basement (previously reported) could not be attributed to an individual unit following targeted correspondence. The Committee **agreed** that a formal notice will be affixed to each item, allowing seven (7) days for removal, after which the Building Manager will remove the items if they remain.

4.1.6. Insurance

4.1.6.1. The Committee **discussed** further information received from PlacedRisk regarding the purpose and insurer-facing value of their reports, including how the reports may assist in satisfying insurer requirements at renewal and potentially reducing premium costs. The Committee **noted** the material provided included statements and examples of consultant reports from other sites and reference to an insurer-facing risk report identifying high-impact underwriting drivers. The Committee **agreed** to request more tangible examples relevant to Manhattan and **deferred** a decision pending a formal discussion with Michael Grady.

4.1.6.2. The Committee **noted** the next insurance renewal is due 28 February 2026. The Committee **noted** that, to support the most favourable renewal outcome, clear progress updates will be provided to the insurer prior to renewal, including supporting evidence of actions taken (e.g., accepted quotations, investigations completed, works completed) and the recently updated Insurance Valuation Report

- 4.1.6.3. The Committee **requested** advice from the insurance broker regarding the availability of policy exclusions in respect of individual residents and unsecured package theft. Grady Strata to obtain confirmation and update the Committee.

4.1.7. Correspondence

- 4.1.7.1. The Committee **discussed** electronic noticeboards. The Committee **noted** that David Bibo will circulate suggested products and relevant information to support obtaining quotations for future consideration.
- 4.1.7.2. The Committee **agreed** to issue a reminder to residents that the Owners Corporation is not liable for parcel theft and that each resident is responsible for their own deliveries. The Committee **noted** it is strongly recommended that deliveries be signed for, or redirected/held for collection (e.g., at a post office/parcel collection point), and not left unattended within the complex. The Committee **reaffirmed** that the Building Manager's role is not to act as a concierge and that the Building Manager will not remove, store, or oversee the security of parcels.

The next meeting will be held on 11th February 2026 at 5:00pm

Meeting Closed: 6:10pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 10 December 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jeanette Adams, David Bibo, Peter Wilkinson, Peter Sillar, Jonathan Nest and Fraser Adams

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities: Michael Grady and Thomas Cubbin

ABSENTEES: Nil

1. Meeting Welcome

1.1. Michael Grady and Thomas Cubbin **welcomed** members to the meeting.

2. Conflict of Interest Declaration and Office Bearers Appointment

2.1. Conflict of interest form acceptance

- 2.1.1. The Committee **noted** the conflict-of-interest forms received, with all forms expected to be returned by COB 11 December 2025. No conflicts were advised through this process by any Committee Member.

2.2. Election of Office Bearers

- 2.2.1. Chairperson: The Committee considered nominations for Chair and, following a tied vote and further ballot, Peter Wilkinson was **elected** Chairperson.
- 2.2.2. Treasurer: Jonathan Nest was **elected** Treasurer.
- 2.2.3. Secretary: Jeanette Adams was **elected** Secretary

3. Sub-Committees

3.1. Appointment, Delegations and Terms of Reference

3.1.1. Defects and Cladding Working Group

- 3.1.1.1. The Committee **agreed** for David Bibo and Gary Webb to continue as members of the Defects and Cladding Working Group.

3.1.2. FM Working Group

- 3.1.2.1. The Committee **agreed** that the the FM working group will meet monthly (Tuesday prior to the Executive Committee meeting) and will be comprised of David Bibo, Jeanette Adams, Jonathan Nest and Peter Wilkinson.

3.1.3. Communications Working Group

- 3.1.3.1. The Committee **confirmed** the communications working group will comprise Peter Sillar and Jeanette Adams, with Annie Greg invited to participate as required (including PECC meetings and general community engagement).

3.1.4. Delegations

- 3.1.4.1. The Committee **confirmed** the defect's working group is delegated to provide minor operational instructions for legal advice, with major decisions to be approved by the Committee before proceeding where timeframes allow. From time to time, the Strata Manager (via M Grady only) is authorized to provide instructions to Clayton Utz where time-sensitive.
- 3.1.4.2. The Committee **agreed** to defer consideration of delegated spending authorities to the FM Working Group until next EC Meeting, with the original terms of reference to be circulated for review before that meeting and confirmation of same. In the interim, all expenditure recommended by the FMWG is to be run past the Committee.

- 3.1.4.3. The Committee **noted** the communications working group has no delegation other than providing updates to the Committee and seeking instructions before executing upon same within their interfacing remit.

4. Sub-Committee Updates

4.1. Defects and Cladding Working Group

4.1.1. Defects

- 4.1.1.1. The Committee **noted** that the Appeal by Jolley on the Rectification Order was not able to be accommodated by the Court for its next sitting timing. The parties will attend the next call over for the Appeals Court in 2026, with a hearing not listed in this matter until August 2026 at the earliest. An update has been distributed to Owners accordingly.
- 4.1.1.2. The Committee **noted** the status of cost orders against Mr Jolley in the Supreme Court. The Committee **ratified** the out-of-session agreement to accept Mr Jolley's offer to pay \$190,000 to the OC by 31 December 2025 in recognition of costs. Grady Strata will update the Committee on receipt of these funds at the next ECM.
- 4.1.1.3. The Committee **noted** further information on the fire safety defects is anticipated in January/February 2026, with ACAT having recently released orders on this matter prior to re-making a Rectification Order in some form. The Committee **noted** that the fire defects are impacting upon insurance premiums and carry potential risks in other areas. As such, the Committee **approved** engaging Lit Consulting to review outstanding fire safety defects and provide a risk rating for insurer engagement and prioritization of repairs, in accordance with the quotation of \$15,895.00 (incl. GST). The Committee **noted** the development of a scope of works to address risk to satisfy insurers will be supported by the Lit Consulting report.

4.1.2. Cladding

- 4.1.2.1. The Committee **noted** that Grady Strata is working on sourcing various quotes from individual trades to complete remediation of the outstanding cladding defect works, which primarily relate to surface finishes damage that occurred during the works process.
- 4.1.2.2. The Committee **noted** Michael Grady will attend site to review delamination concerns on some of the glazed balustrades that were replaced during the cladding project with J Nest in early/mid-January 2026.

4.2. FM Working Group

- 4.2.1.1. The Committee **accepted** the FM working group minutes, with the following items discussed in detail:
- Hot water heater replacement is necessary due to several failed units. Quote approved to Rheem, including replacement of failed units and assessment of warranty eligibility for any units that have failed within 5 years of last replacement.
 - Replacement of the perished flexible piping between hot water units with copper has been **approved** through CBR Plumbing pending confirmation of how this may impact warrantee and/or service contract with Rheem. Works will be undertaking using copper piping for longevity and to avoid use of plastic parts in the HWS.

- The Committee **requested** additional quotations for gym equipment repairs and maintenance from suppliers other than Technogym.
- Holiday period arrangements (Boxing Day and New Year's Eve): Guards will be engaged for fixed timing 9:00pm-11:00pm for pool-area close-down; otherwise mobile guards will be engaged on the basis of complaints received and verified via Grady after-hours team; the after-hours team is to contact an Executive Committee member to verify issues prior to dispatch. David Bibo will be the primary verification contact when available.
- The pool compliance report (September 2025) was **tabled**.
- Leak remediation works and facade/windows works have continued, with completed internal repairs to Units 419, 420, 502, 519, 1119, 1202, 1206, 1319, 1419, 1503 and 1506, and further works planning for Units 605, 906, 1002, 1205 and 1305 (including sunshade removals to '05 units).
- Fire door remediation works remain on hold due to Jolley defects.
- Lift servicing: a new contract commenced October 2025 with KONE.
- The Committee **noted** the status of the electronic signboard is ongoing and was tabled.
- Lift re-carpeting issues and remediation remain under review, including follow up on Lift 3 matting repairs by Lemons under warranty.
- Window cleaning: the Committee **noted** the request to increase scope for balustrade overhangs and that responsibility for lots versus common property will be clarified and communicated. VRA are quoting further works to remedy this issue.
- The Committee **noted** progress updates on major works including roof remediation (tender review report and CIQ update), planter box leak investigation (Peak report and sourcing of quotes) and the timber deck repair project (tender interview outcomes and next steps). Tenders have been received for the timber deck and waterproofing repair project and are currently being updated and assessed by CIQ following tender review meetings attended by M Grady and D Bibo with CIQ.

4.3. Communications Working Group

- 4.3.1.1. The Committee **noted** the PECC update and ongoing planning for the Multicultural Festival. P Sillar will arrange to engage with the Multicultural Festival organizers, who have now called for community engagement.
- 4.3.1.2. The Committee **noted** the Building Manager's report and status update, including feedback regarding temporary replacement arrangements whilst Christ Blake is on leave.
- 4.3.1.3. The Committee **noted** the ANU electrification study updates and approved proceeding with an ANU study workshop (scenario workshopping) as outlined, this would be led by Cheryl Bibo and attended by various members of the Committee subject to their availability.

5. Administrative Matters

5.1. AGM outcomes.

5.1.1. Security

- 5.1.1.1. The Committee **noted** recent security incidents and upgrades, and reviewed an external security review proposal. A formal quote from Connolly Walker indicates a comprehensive

inspection and risk assessment at approximately \$10,000. Given the cost, the Committee approved deferring a decision pending a comparative quote from Agilient Pty Ltd, expected shortly.

- 5.1.1.2. Committee **noted** security matters including incidents, upgrades and the external security review proposal. A review of a formal quote from Connley Walker indicated the full inspection and risk assessment would be approximately \$10,000.00. Given the cost, the committee agreed to wait for an additional quote anticipated from Agilient Pty Ltd prior to formally accepting their proposal.

5.1.2. Contract

- 5.1.2.1. The Committee **noted** the contract with HVAC Canberra was up for renewal, this would be distributed to office bearers for their review and signing.

5.1.3. Financials Items

- 5.1.3.1. The Committee **noted** the financial reports, including arrears, were included in the meeting papers.
- 5.1.3.2. The Committee **agreed** David Bibo and Jonathan Nest will undertake external review of owner's corporation invoices and provide regular approval in line with Grady Strata's weekly pay runs that occurs each Friday. Arrangements will be made for signoff of invoices via the Owners Portal by either D Bibo or J Nest (1 to approve, 2 authorities provided).

5.1.4. Applications

- 5.1.4.1. The Committee **reviewed** a Flooring Alteration Application Unit 822, due to inconsistencies between the product details listed in the Acoustic test against the technical data the committee **did not accept** this at the time.
- 5.1.4.2. The Committee **reviewed** a Pet Application from Unit 305 however as it was only partially completed (missing supporting documents) the committee **did not accept** this at the time.

5.1.5. Rule Infringements

- 5.1.5.1. The Committee **agreed** to issue a further Rule Infringement Notice to Unit 809 regarding balustrade screening after a final reminder requesting they comply with the screenings removal.

5.1.6. Insurance

- 5.1.6.1. The Committee **discussed** a quote received by PlacedRisk, a risk assessing company, for review of the Manhattan on the Park existing site and consultants reports and production of an insurer-facing report on risk to them during renewal, however **agreed** that further information by way of references was needed before considering further.
- 5.1.6.2. The next insurance renewal is due in February 2026, with all efforts to be made to achieve a successful outcome.

5.1.7. Correspondence

- 5.1.7.1. The Committee **noted** correspondence items including a possible owners' and residents' summer reminder, noticeboard use and signage revamp, security device and pet audit updates, and reminders regarding parcel removal from lobbies.

5.1.8. Security

- 5.1.8.1. The Committee **agreed** goods stored on common property in the basement (including bikes and general rubbish) will be reviewed and relevant breach notices (after the 2-step reminder process and EC consideration for a RIN in-meeting) issued to associated units.
- 5.1.8.2. The Committee **noted** a 'waste review' across all basement levels was conducted.
- 5.1.8.3. The Committee **noted** dumped items in the corridor outside Unit 516 will be addressed.

The next meeting will be held on 14th January 2026 at 5:00pm

Meeting Closed: 6:35pm

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 March 2026, however is not currently aware of any non-compliance with relevant legislation regarding pool safety and access restrictions.

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— 22/10/2025

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).

☐ **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

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.



.....05/11/2025

[Affix owners corporation seal in accordance with the corporation articles]

[†] 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).



**ANNUAL GENERAL MEETING MINUTES
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 22nd October 2025 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.

Members Present (In-Person or Via Zoom)

Lot	Representatives
4	Loris Trainor & Peter Trainor (Online)
6	Marysha Braddon
11	Jason Peter Hedlund
20	Peter Wilkinson
26	Carsten & Sonja Bishcof (Online)
41	Mary Gordon
45	Janet Cure
46	Jeanette Adams (Online)
49	Jeanette Adams (Online)
52	Grace Zhang & Zhigang Guan (Online)
63	Alexander Coy (Online)
68	Grace Zhang (Online)
77	Richard Denning (Online)
94	Jeanette Adams (Online)
113	Emily Hitchman (Online)
146	Jonathan Nest
151	Jeanette Adams (Online)
163	Annie Gregg (Online)
165	Helen Palmer (Online)
167	Peter Sillar
178	Andrew & Tracey Blunt
199	Sylvia Hansel (Online)
211	Taras Kontek (Online)
244	Fraser Adams
262	Jonathan Nest
269	Anne Robbie
280	Sergio & Leigh Sergi
281	Michael Palic & Nigel Downey (Online)
293	Amelda Keys & Ehren Keys
307	David & Cheryl Bibb
311	Sebastian Glynn
318	Quyen Tang

Lot	Representative	Appointing	Lot
89	Antoinette Pike	Loris & Peter Trainor	4
226	Gary & Wendy Webb	David Bibb	307

Grady Strata & Facilities Representatives: Michael Grady & Thomas Cubbin.

Absentee Voting Forms: Lot 260, Unit 519, Laurence & Patricia Marks

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members of the Owners Corporation to the meeting.

Mr Peter Wilkinson assumed the position of Chair as the current Chair of the Executive Committee.

The managing agent outlined the operational requirements of the meeting owing to the electronic methods adopted, noting particularly that voting would be undertaken via Zoom with additional to be provided via the chat function for representatives with multiple units or proxies. In-person votes would be cast by raising the voting paddles for each motion.

The managing agent advised that a quorum had not been achieved and therefore the meeting would officially re-commence at 6:30pm.

The managing agent gave an overview of the critical issues addressed with the support of the Executive Committee, as well as an outline of the ongoing projects planned for the new financial year.

Motion 1: Minutes of Annual General Meeting 1 October 2024 (Ordinary Resolution)

Motion 1: *"That the minutes of the AGM held on the 1st of October 2024 be confirmed as an accurate record of that meeting."*

Motion Carried

Motion 2: Financial Statements (Ordinary Resolution) 2024/2025

Motion 2: *"That the Owners – UP 3941 RESOLVE to accept the audited financial statements for the period ending 31 July 2025 as presented"*

Accounts audited by Hardwicks. Income finished above forecast, driven by residual solar receipts and slightly higher investment returns, with a small uptick in arrears. Key variances: Legal overspend of ~\$4,000; income tax slightly higher than expected; insurance on budget; balcony façade slightly under; electrical under; fire repairs overspend (\$10k budget vs \$16k actual); insurance repairs associated with solar noted; and pest control overspend due to carpet moths in common areas. The solar system (in service 7–8 years) continues to deliver material savings. Sinking Fund expenditure reflects timing across multiple projects that did not complete this year.

Motion Carried

Motion 3: Appointment of Auditor 2024/25 (Ordinary Resolution) Amended

Motion 3: *"That the Owners – Units Plan 3941 RESOLVE that the incoming committee elect would review and appoint a financial auditor to undertake an audit of the financial records for the next financial period."*

The meeting noted that Hardwicks Accounting had conducted the financial audits for Manhattan on the Park for the last 3 years and agreed to tender alternatives for comparison.

Motion Carried

Motion 4: 1 August 2025 to 31 July 2026 Administrative Fund Budget & Levy (Ordinary Resolution) Amended

Motion 4: *“That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt an administrative expenditure budget of \$1,888,707.32 for the period of 1 August 2025 to 31 Jul 2026 and that a contribution be determined to the Administrative Fund of \$ 1,483,261.85 (plus GST) to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 22 November 2025, 1 January 2026, 1 April 2026 and 1 July 2026..”*

The meeting noted that the admin fund contribution was not correctly displayed within the motion, but was correctly displayed within the proposed budget document attached to the meeting papers. As such this motion was amended to reflect a the correct admin fund contribution and expenditure budget proposed.

Motion Carried

Motion 5: 1 August 2025 to 31 July 2026 Sinking Fund Budget & Levy (Ordinary Resolution)

Motion 5: *“That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt a Sinking Fund expenditure budget of \$1,888,707.32 for the period of 1 August 2025 to 31 Jul 2026 and that a contribution be determined to the Sinking Fund of \$711,991 (plus GST), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 22 November 2025, 1 January 2026, 1 April 2026 and 1 July 2026*

The meeting noted that the budget retains targeted allowances for upcoming works: car-space line marking (to be actioned as needed or with plan updates); mechanical items including comms-room and gym A/C units and CO₂ fans; a complex-wide lighting program (including an overhaul allowance); replacement BBQs; ongoing HWS replacements; painting of entrances/soffits and internal areas (with corridor urgency to be reviewed this financial year); roof and waterproofing repairs (LV16/top floor dektites, overflow box gutter, dented sheets) and Level 3 waterproofing investigations and repairs; ground-floor lobby tiles; and doors/windows that may be required for passive-fire compliance. Fire-engineering costs related to risk-rating the passive fire defects will be funded under the passive-fire line, with some report items expected to be closed via sign-off/performance solutions where assets are compliant. Given expected costs, procurement will be staggered through tenders to align delivery with cash flow and preserve budget capacity.

Motion Carried

Motion 6: Cladding Special Purpose Fund (Special Resolution)

Motion 6: *“That the Owners – Units Plan 3941 RESOLVE by Special Resolution to adopt a Cladding Special Purpose Fund expenditure budget of \$114,316.74 for the period of 1 August 2025 to 31 July 2026.”*

The meeting noted that the funds for the cladding special purpose fund are already held in the Owners Corporations account, however requires expenditure approval each year until expended. Funds are being utilized this financial year to close out residual damage remaining after the works, caused by the builder and their contractors.

Motion Carried

Motion 7: Insurances (Ordinary Resolution)

Motion 7: *“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 28 August 2025 – 28 February 2026, and agree for the policy/s to be adjusted on renewal in consultation with the Executive Committee for the following renewal period.”*

The meeting noted that Gallagher are the current insurance brokers, As the total amount for the buildings sum insured is over \$250,000,000, there is a split insurance policy in place shared between Mitsui/ARX

and CHU. The meeting discussed the current financial incentives Insurance brokers receive and would like to see the abolishment of percentage-based commissions and promote incentives for insurance policy coverage.

Motion Carried

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS

To discuss the adequacy of any authorisations, delegations and appointments in force.

The meeting noted that there is an enduring defects sub-committee comprised of Gary Webb and David Bibo, who have long-standing corporate knowledge of the legal matters currently in train relating to the Rectification Orders issued against the builder. This sub-committee has served the Owners Corporation well and is intended to continue.

The meeting noted that Annie Gregg continues to be the liaison with PECC (Partnership of Executive Committee's in the City), which is an alliance of Owners Corporations in the City who address matters that impact various apartment complexes across the City. Formal reports and minutes are provided to the Executive Committee as the need arises or as meetings occur.

The meeting noted that other delegations exist between the Owners Corporation and Grady Strata by way of contract, a copy of which is available upon request to any owner.

MAINTENANCE ISSUES & CONTRACTS

The meeting discussed current contracts for ongoing maintenance.

ECS tendered for ongoing lift maintenance, with a recommendation accepted to re-appoint KONE under a new contract (drafted by ECS) for a period of 3 years. Maintenance audits continue to occur each year via ECS.

Technogym's poor service was noted, equipment promised in the schedule of equipment was not delivered to site and never rectified (missing 10KG dumbbells). Services have been missed and as a result the intent is to move service providers in the next 6 months once their enduring contract (supplied as part of the equipment purchase) expires.

Vertical Rope Access for ongoing 6 monthly window cleaning, noting an increase in scope to include an overhang specific to all relevant middle units.

MAINTENANCE PLAN

The meeting noted the Maintenance Plan in place for the building supplied by Wise Choice. No amendments were requested.

STRUCTURAL DEFECTS

- ABS Facades and Vertical Rope Access glazed façade leak repairs were discussed, works related to '05' units currently underway are proving to be significantly challenging. Lot 68, Unit 1319, noted positive feedback on glazed façade repairs related to their unit and thanked Grady Strata for pushing this issue to a successful resolution.
- The meeting discussed the complex wide common area carpet moth treatment that undertaken. As this was only undertaken to all common areas, members present were advised to undertake inspections internal to their units to identify any presence of carpet moths and engage a pest control specialist to eradicate if required.

- The meeting discussed the ongoing roof and waterproofing issues on Level 16 related to the deklites, overflow box gutter, and damaged roof sheeting and noted that the missing carpet on level 16 was directly linked to the ongoing roof leak. This is part of an ongoing tender process by ConstructiveIQ.
- The meeting discussed the ongoing waterproofing investigations across the Level 3 podium. Initial works are intended at the end of the swimming season in 25/26.
- The meeting discussed Delaminating panels on sides of the buildings, separate to the glass balustrades, which were replaced as a part of the cladding works. Grady Strata will seek advice from Dowse on the installers so warranty can be pursued.

Motions 8, 9 & 10: Appeal Action (Ordinary Resolution)

Motion 8: *“That The Owners – Units Plan No. 3941 RESOLVES, that the owners corporation authorise, approve and ratify:*

- *its continued involvement as an active respondent to the Jolley Appeal (ACTCA 38 of 2025); and*
- *the seeking of advice and services from Clayton Utz, 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 9: *“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 10: *“That the Owners – Units Plan No 3941 RESOLVE to raise an additional contribution to the Admin Fund of \$138,000 + GST to be contributed by owners in accordance with their Unit Entitlements with 30% due on 22 November 2025, 35% due on 1 January 2026 and 35% due on 1 April 2026. Furthermore, the Owners Corporation RESOLVES to place \$138,000 + GST into its Admin Fund budget under the account name ‘Admin—Legal’.*

Motion Carried

The meeting noted that the Owners Corporation has been joined to a legal action regarding a Rectification Order against Andrew Jolley (Nominee) for some time now. The matter has been appealed to ACAT, the Supreme Court and now the Appeals Court. Owners Corporation must authorise the appeal, authority to take steps surrounding the legal advice, and a levy \$138,000 + GST to facilitate it, should it wish to continue to be joined to the Appeal process to ensure it can represent its interests and the strongest possible case.

FIRE SAFETY REVIEW

The meeting noted the current contract in place with O’Neil and Brown Fire to undertake maintenance of the buildings fire safety assets as this is a necessary under the Australian Standards. Any related defects found are quoted for and provided to the executive committee for appropriate tendered and reviewed as to ensure fair pricing and necessary requirements works before they are undertaken.

Otherwise, all cladding affixed to the building has been removed and replaced under prior works contracts, with updated Certificates of Occupancy issued.

INSURANCE CLAIMS

The meeting noted that there were no current or outstanding insurance claims and discussed the previous package theft insurance claim lodged by a resident approximately 3 years ago. Members present noted that the registered owners corporation rules directly informs residents to not leave unsupervised packages at or around the complex.

GENERAL BUSINESS

Motion 11 & 11.1: Election of Executive Committee (Ordinary Resolution)

Motion 11: “The Owners Corporation agree to create 7 Executive Committee positions.”

Motion Carried

Motion 11.1: “That the Owners Corporation agree to appoint the owners listed below to stand as Executive Committee Members until the next Annual General Meeting.”

Lot	Representatives
20	Peter Wilkinson
151	Jeanette Adams
167	Peter Sillar
244	Fraser Adams
262	Jonathan Nest
307	David Bibo

Motion Carried

Gym Layout Changes

To consider and discuss the change of gym layout proposed by regular gym users and quoted for implementation at a cost of \$1,800 + GST. Please see attached gym layout document for further information.

As part of the tender process for an alternative gym maintenance contractor, the meeting requested that the layout is reviewed to ensure ideal placement is achieved.

Motion Defeated

Other Business

Electrification and decarbonization

Cheryl Bibo briefed the members present on the ANU School of Engineering study (three buildings selected; study to be published anonymously). Resident interviews are mid-way, with Jamie and Cheryl in the focus group; a “where-to-from-here” update is expected in December for the incoming EC. Selection was influenced by BM Chris’s corporate knowledge. The workstream covers gas-to-electric conversion (process and infrastructure), EV charging (approx. 4% of MotP residents currently own EVs), and a roadmap considering demand, solar, and batteries, noting grid capacity constraints nationally. Retrofitting for EVs is expensive and challenging, which has limited prior consideration. Item to be tabled with the incoming EC.

Electronic Noticeboards

The meeting noted that the existing mounting holes present an opportunity to install electronic signs. The incoming Committee will pursue quotes and options (no public advertising/tender) and report back with recommendations.

Pool area on level 3 podium

The meeting noted that the right-hand access ramp must always remain clear. Signage indicating “Disabled access only – no obstruction” is to be considered by the incoming committee elect. Notices stating that chairs and loose furniture are not to be placed on the ramp or within its clearance zone.

The meeting discussed alternative pool decking materials. When replacing/adding surfaces, preference is for materials that do not heat up and retain heat as much. (e.g., marine carpet or equivalent low-heat finishes). Note ongoing calcification on the pool/spa exterior attributable to hot water and chemicals—include in the maintenance schedule for periodic descaling and finish protection.

Internet

The meeting discussed ongoing infrastructure upgrades for the NBN fibre across Canberra, this is anticipated to be completed across most of the region by 2030.

Hot water disruptions

Members from units 1319 and 1310 reported inadequate hot water supply to the units. In this instances they confirmed that relevant isolation valves and pressure reduction valves had already been ruled out as potential causes. Grady Strata agreed to engage a licensed plumber such as CBR Plumbing to investigate further.

Meeting Closed 8:33PM

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Thursday 11 September 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jeanette Adams, Cheryl Bibo, Peter Wilkinson

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities: Michael Grady, Thomas Cubbin

ABSENTEES: Jamie Mahon

1. Chair's Welcome

1.1. The 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 **noted** Jolley has lodged an appeal with the Appeal Court in response to the recent Supreme Court decisions in SCA 7 and SCA 8. If the Owners Corporation (OC) wishes to be joined to the proceedings, it must lodge a Notice of Intention to Respond (NOIR) within 28 days of the appeal being filed. A cost order has been made against Jolley by the ACT Supreme Court, and it remains enforceable despite the appeal. This cost order provides the OC with the legal authority to review Jolley's assets for the purpose of recovering the awarded costs.
- 2.1.1.2. The committee **noted** that additional funding will need to be considered by Owners at the AGM for the cost of being represented in the Appeal process. The AGM will need to be called after confirmation of costs based on advice from Clayton Utz. The committee **noted** that the funds for the Appeal will be sought to be raised in a cadence to match the expected outgoing rate of funds minus 60 days (to allow collection of overdue).
- 2.1.1.3. The Committee **approved** the Owners Corporation being represented in the Appeal process by Clayton Utz and to lodge the NOIR in the required timeframe.
- 2.1.1.4. The Committee **agreed** to commence actions to seek to gain security or payment for the awarded costs in the SCA 7 and SCA 8 / 2024 matters.
- 2.1.1.5. The Committee **noted** it has been 2 months since the fire safety defects were discussed at ACAT and that the decision handed down is still a few months away. The Committee **noted** that ONBFS is unable to risk-rate the existing fire-related defects at this stage. However, ONBFS will engage a fire defect expert to categorize items as 'High', 'Medium', or 'Low' risk. As this categorization will not be available prior to the AGM, ONBFS will provide a cost estimate to support budgeting for these items in the next financial year.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** as Dowse are not interested in the required works it was **agreed** to start tendering for alternative quotes to have the roof ribs repaired. Dowse has provided a letter identifying the quantum of costs for each defect to assist in review of quotes when they are received.

2.2.FM Working Group

2.2.1. The Committee **accepted** the FM working group Minutes for September 2025, with the following items **noted**:

- An outstanding Technogym invoice from 2024 has now been settled, Building Manager and Strata Manager continue to follow up with Technogym's Sales Director to schedule rectification of several outstanding issues. As the service contract with Technogym ends early 2026 It was **agreed** to contact other suppliers such as Derek from Master Gym Tech and Traction Fitness for tender.
- The Committee **noted** that Lift 1 experienced an intermittent issue of closing too quickly; Kone's investigation found no fault.
- Fire Key for the lift had been referred to ECS and added to the list of outstanding items.
- The lift flooring has now been installed and has been positively received.
- The committee **noted** ONBFS advice about the commercial Lot 332 regarding missing fire assets due to the previous fit out works. Grady Strata will engage ONBFS to inspect and ensure these are correctly reinstalled and up to date.
- The committee **noted** that garage-door tracks, which were recently replaced, have bent again; the contractor will return to rectify the tracking system. As the doors remain operational, this is not urgent.
- The Committee **noted** that a frequent access point for parcel theft is via the fire door to stairwell 3. As such, the committee **discussed** installing a 'break glass' emergency release to deter thieves entering via this door. Implications will be considered and reported back to the Committee.
- The Committee agreed to streamline the process for obtaining CCTV of missing packages. This process will now require residents to provide a police report before footage is reviewed by the Building Manager.
- The committee **noted** that a quote from ONBFS for works identified in the sprinkler-system check is pending and being followed up on.
- The committee **noted** that new notices have been installed related to disposal of heavy or oversized objects.
- Several owners reported hot-water temperature issues, attributed to faulty tempering valves. Notices will be distributed to owners advising of their maintenance responsibilities for valve replacement.
- Rheem's Hot Water service identified two hot water heating units have failed that are eligible for replacement under warranty with three additional units requiring replacement at the Owners Corporations expense. These are being arranged.

2.2.2. The Committee **noted** that it is still working on quotations and designs for an OC owned electronic signage board in the entry foyers. Once received, these works will need to be considered by owners. Options will attempt obtained and presented at the AGM.

2.2.3. The committee **discussed** the status of the timber deck repair project, roof remediation and planter box leaks outlined previously and **noted** CIQ have commenced the tendering process for the deck repair portion (the most urgent portion) with formal proposals anticipated in the coming weeks. The proposals will assist with

determining timeframes for the rectifications and most appropriate times they should be scheduled.

2.3.Communications Working Group

- 2.3.1. The Committee **noted** the current ANU Electrification Study and that members of the EC & Grady Strata had participated in meetings & Interviews with ANU representatives undertaking the study. Works are still underway, including data collection.
- 2.3.2. The Committee **accepted** the Building Managers Report for July 2025
- 2.3.3. The Committee **noted** that members of working group are keeping their ear to the ground in relation to the DA application for the redevelopment of the crown casino. When this is formally lodged further discussion will take place.

3. ADMINISTRATIVE MATTERS

- 3.1.**The Committee **noted** an additional CCTV proposal priced at \$17,600 for 16 new cameras (four per parking level). Options that integrate AI that allows for automate footage retrieval which would cut down on time taken reviewing and curating footage, which is not currently provided for, but will be sought. EC will review this further.
- 3.2.**The Committee **noted** the Device Audit has now concluded and a review of all registered devices and the deactivation process would now commence.
- 3.3.**The Committee **noted** that the glazed façade leak remediation works continues, trades commencing the removal of certain sunshades and further investigation and rectifications progress for units 605, 906, 1205, 1305. Internal rectifications for resultant damage to Units 419, 420, 502, 519, 1106, 1119, 1202, 1206, 1319, 1419 will continue proceed.
- 3.4.**The Committee **reviewed** the tender proposal report for lift contractors submitted by ECS and agreed to enter into a contract with KONE based on its recommendation. It was **noted** that the current lift agreement with KONE would be terminated early to facilitate services at lower rate ahead of its expiry.
- 3.5.**The Committee **noted** insurance terms had been issued with conditions. Given the recent current brokerage performance Grady Strata will be tendering for alternative brokers moving forward.
- 3.6.**The Committee **agreed** to issue Unit 809 with a Rule Infringement Notice in relation to the screening affixed to the balustrade.
- 3.7.**The committee **noted** a response from Unit 1418 regarding frosted balustrade glass confirming it was an alteration made by the previous owner. Unit 1418 agreed to have it removed.
- 3.8.**The Committee **noted** an expression of interest document encouraging members of the Owners Corporation to join the Executive Committee had been drafted for distribution prior to the upcoming AGM.
- 3.9.**The Committee **agreed** to hold the AGM on 22/10/2025 at 6:00PM at Two24, meeting room booking to be confirmed.
- 3.10.** The Committee **noted and approved** the audited financial report for acceptance at the AGM.
- 3.11.** The Committee **noted** a noise complaint made by Unit 1120 reporting regular banging. Previous investigation and acoustic testing could not determine the source of the 'structural born' noises, further investigation options would be considered.
- 3.12.** The committee **noted** a request from Unit 2 granting ground floor units device permissions for entering the North Tower lobby for the purpose of collecting miss delivered packages. This request was denied due to

insufficient 'device groupings' available in the system. The request for further signage was **declined**, noting that there is existing signage in place.

3.13. The committee **agreed** to accept a quote from Arcsite to undertake a ceiling insulation inspection for all top floor units.

The next meeting will be held on 13/10/2025 at 5:00pm

Meeting Closed: 6:46pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 13 August 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jeanette Adams, Cheryl Bibo, Jamie Mahon

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities: Michael Grady, Thomas Cubbin

ABSENTEES: Peter Wilkinson

1. Chair's Welcome

1.1. The Committee Chair was an apology for this meeting, therefore members welcomed one another to the meeting.

2. Sub-Committees

2.1. Defects & Cladding Working Group

2.1.1. Defects

- 2.1.1.1. The Committee **noted** that the decisions of the Supreme Court in SCA 7 and SCA 8 of 2024 have been handed down in full. Briefing notes have been sent to all owners regarding the Supreme Court's decisions in these matters. In effect, the Rectification Order has been upheld against Mr Jolley with some additional balconies included in the Rectification Order. The Rectification Order (Order 2) has been stayed for a period of 28 days, or until the decision of the Court of Appeal should any party file a Notice of Appeal in respect of Order 2. The Committee **noted** that the original decision stayed Orders 1-4 (which include costs orders and alike), however that has been subsequently been amended by Justice Mossop to only stay Order 2.
 - 2.1.1.2. The Committee **noted** that Mr Jolley has signaled an intent earlier in proceedings to Appeal the orders of the Court with respect to the expected Rectification Order made against him. As such, the Committee **agreed** to await the due-date of that Appeal being lodged before considering further action with respect to Order 3 (costs) and planning for the AGM (which will need to discuss the outcomes of this matter and potential Appeal defence costs).
 - 2.1.1.3. The Committee **noted** that the Rectification Order relating to Fire Defects has been heard in ACAT, with a decision reserved. It will likely be several months before a decision is handed down in that matter. In order to manage risk, the Committee **agreed** to commence a review of the AED Report (the Fire Defects Report) to identify high, medium and low risk items to facilitate commencing of remediation of these items over time owing to the risk-profile they present to the building and its insurers. Issues will be triaged based on the risk review and funds set aside accordingly at the AGM.
- 2.1.2. Cladding
- 2.1.2.1. The Committee **noted** that Dowse have not yet received any quotes for the outstanding remediation work to the building following damage incurred during the replacement project by PCA (tiles, carpet, paint, roof ribs, etc.). As such, the Committee **agreed** to commence an internal tender process for these works without reliance on Dowse. Any costs will be segregated and

clearly reported against the Cladding Replacement Fund and the bank guarantee redemptions.

2.2. FM Working Group

2.2.1. The Committee **accepted** the FM working group Minutes for August 2025, with the following items **noted**:

- Festoon lighting installed around the pool BBQs is causing minor visual disruptions to CCTV cameras, its impact will be assessed in summer.
- Building Manager and Strata Manager continue to follow up with Technogym to have several outstanding issues rectified. This has been escalated to the Sales/Account Manager at Technogym. It was **agreed** to contact other suppliers such as Derek from Master Gym Tech and Traction Fitness for ongoing servicing of the equipment.
- Glazed façade leak remediation works continued to progress for units 605, 906, 1002, 1205, 1305, 1503, 1506, 1603. Repairs to leaks to units 419, 420, 502, 519, 1106, 1119, 1202, 1206, 1319, 1419 have been completed.
- The Committee **noted** that ECS continue to follow up with KONE for remediation of the outstanding audit items from last audit. Fire Key for the lift had been referred to ECS and added to the list of outstanding items. ECS will commence tendering for the upcoming contract expiry for lift maintenance, which will expire in January 2026.
- The quote from Lemmons for lift flooring replacement required upfront payment which has now been attended to, and works should proceed in the coming week.
- The committee noted ONBFS advice that Lot 332 is showing missing fire assets on the FIP due to the previous fit out works. Grady Strata will engage ONBFS to inspect and ensure these are correctly reinstalled and up to date at the cost of the lot owner.

2.2.2. The Committee noted that it is still working on quotations for an OC owned electronic signage board in the entry foyers. Once received, these works will need to be considered by owners via a General Meeting.

2.2.3. The committee welcomed Kimberly Lawson of ConstructiveIQ (CIQ) to discuss the timber decking, level 3 leak remediation and roof leak remediation projects.

2.2.3.1. Timber Deck & L3 Leak (to basement) Project

- The pool overflow was identified as causing damage to the decking, and rust to the metal. Repairs to the overflows and assessment under the waterproofing membrane would be prioritized.
- There was a purple pipe identified below the pool decking, which was causing a bypass leak behind the waterproofing membrane. This is scheduled for repair on 14th August 2025.
- After the bypass leak is remediated, further inspections for leak activity will be undertaken.
- CIQ confirmed that the membrane itself has not experienced widespread failure, but there are likely several bypass leaks, which may have damaged the membrane such that it needs to be replaced. Remediation of the bypass leaks and testing thereafter will be critical in order to assess whether or not this is necessary.
- CIQ confirmed that the mod wood timber of the deck is structurally sound but has experienced significant wear and

tear through weathering and from the ongoing water leaks. The Committee **agreed** to obtain quotes both for lifting the mod-wood, undertaking the repairs recommended by Sellick Consultants (structural engineers), then placing the existing mod-wood back down, or replacing the existing mod-wood as an uplift. The mod-wood has aged, but still appears functional, albeit the structure beneath needs repairs.

- CIQ explained that mechanical ventilation should be installed under the decking to facilitate ongoing drying of the deck and structure below along with an access hatch for future maintenance.
- CIQ confirmed that the screws and joists should be replaced with stainless steel.

2.2.3.2. Planter Box and Control Joint (CJ) Leaks

- CIQ explained that leaking was identified on the artificial grass walkways, whereby a section of the porous concrete needs to be removed and the type of membrane installed below, currently believed to be a torch on membrane, needs to be identified to determine whether it can be patch repaired. The Committee **agreed** to have a small inconspicuous section removed from a rarely trafficked area. There are several areas beneath the artificially grassed area that are leaking.
- CIQ noted that there are several leaks across the CJ, which runs down the centerline of the podium, including in the planter boxes, that would require removal of plants and dirt to identify further.
- CIQ noted that when the pool equipment is under pressure it is causing further leakage through the CJ. Total Pools will be engaged to pressure test all of the pool equipment piping to determine where any leaks occur.
- There is a leak around an electrical duct (on the outside) that will be remediated ASAP. This is from within a planter and will be temporarily spot fixed whilst working through further investigation.

2.2.3.3. Roof Remediation

- Kimberly highlighted penetrations on the roof, which are covered by Dektites, where the top-foam of the cables traveling in to the Dektite has deteriorated. These are proposed to be remediated by the installation of replacement Dektites, re-foaming and flashing over the Dektite.
- There is no overflow in the box gutter on the rear of the roof, which causes water penetration under the roof sheets when water flow is too heavy for the existing drains to handle.

2.2.4. The Committee **agreed** for CIQ to market the necessary repairs which will assist in determining timeframes for the rectifications and finished product. The Committee **noted** that costing and expenditure for these works has been brought forward and **agreed** for CIQ to tender for required works to the pool, planter boxes and roof. Notices of the sample area of artificial grass removal will be distributed before works commence.

2.3. Communications Working Group

2.4. The Committee **noted** the current ANU Electrification Study and that participation & update correspondence have been distributed. It is anticipated that some residents have completed the survey. A focus group comprising

Cheryl and Jamie is scheduled to meet with the ANU representative on 19 August 2025.

2.5. The Committee accepted the Building Managers Report for July 2025

3. ADMINISTRATIVE MATTERS

- 3.1. The Committee **discussed** the break in that occurred on 28/05/2025 noted that access devices and keys stored in mailboxes continue to cause these issues and **noted** that a formal response from ANU regarding designs for upgrading mailbox security is awaited.
- 3.2. The Committee **noted** a quote provided from ASG related to the CCTV Camera Upgrades and agreed to defer this for presentation at the upcoming due to this being \$27,000.00 and overbudget. In the mean-time alternate quotes from CXI will continue to be pursued.
- 3.3. The Committee **noted** the Device Audit was underway and submissions were continuing steadily. The review of all registered devices would now commence.
- 3.4. The committee **noted** the Pet Audit was underway and would continue for several more weeks.
- 3.5. The Committee **noted** that Financial Integrity have provided an unsolicited offer to broker the insurance policy for Manhattan on the Park. The Committee **agreed** to seek further information on Financial Integrity's capabilities and costs before considering further out-of-session. The Committee **noted** that the Owner of Financial Integrity is an owner within the building and has been for some time, so has background on the issues Manhattan has faced. The Committee **noted** that the insurance renewal is due at the end of August and Arthur J Gallagher are still engaged as the building's insurance broker and will continue to work on policy renewal until instructed otherwise. The policy is due at the end of August 2025. It was **noted** that Cheryl Bibb abstained from voting on this matter due to the lack of details on the broker presenting the offer, including the costs and benefits of same.
- 3.6. The Committee **agreed** to follow up further with Unit 809 who has installed unapproved screening affixed to the balustrade. This followup will occur with the Property Manager and Owner before further consideration of a Rule Infringement Notice.
- 3.7. The Committee **approved** a pet application for Unit 716.
- 3.8. The Committee **requested** an expression of interest document encouraging members of the Owners Corporation to join the Executive Committee for distribution prior to the upcoming AGM.
- 3.9. The Committee **noted** that the financial year for Manhattan on the Park ended on 31 July 2025. The accounts for the prior financial year were approved for audit via Hardwickes. Given the timing of the Supreme Court decision and the impact on any Appeal on the OC's finances and motions at the 2025 AGM, it was **noted** that the AGM will be held slightly later than expected. As such, the first levy notice of the year is expected to be delayed until November 2025, meaning the first two levies of the financial year will only be 2 months rather than 3 months apart.
- 3.10. The Committee **noted** a report of a resident gaining access to levels they shouldn't. It was confirmed that this occurred by following another occupant in via the lifts and that whilst the interaction was odd, there was no threat and no further action to be taken at the present time.
- 3.11. The committee **noted** unforeseen technical issues impacting correspondence provided by Grady Strata. This delay in digital correspondence has been identified as impacting Gmail users and Grady Strata confirm continues follow up with Gmail, who are broadly unresponsive. The issue also appears to be intermittent.

- 3.12. The committee **agreed** to reissue notice to all owners regarding their maintenance responsibilities due to a recent shower waterproofing failure.
- 3.13. The Committee **noted** that there was a fire door damaged by ACTFB in the North tower, owing to an alarm when a stove was left on by an owner. Costs for the replacement door will be invoiced to the owner.

The next meeting will be held on 10 September 2025 at 5:00pm

Meeting Closed: 6:46pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 16 July 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jeanette Adams, Peter Wilkinson, Jamie Mahon

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities: Thomas Cubbin

ABSENTEES: Cheryl Bibo, Michael Grady

1. Chair's Welcome

1.1. The 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 **noted** that parties are currently awaiting decision arising from Supreme Court with respect to SCA 7 and SCA 8 of 2024, expected approximately 3 months from the time of the meeting, albeit this could occur sooner or later than that timeframe.
- 2.1.1.2. The Committee **noted** that Mr Jolley has indicated a desire to appeal the decisions of the Supreme Court to a higher court. The next venues available are the Court of Appeal, then the High Court of Australia. The Committee **noted** that should appeals prove unacceptable in the Court of Appeal, then leave would be required to appeal to the High Court, which has a relevantly high bar for the granting of leave, so it is possible any appeal to that venue may be rejected. A GM will be required to be held for owners to consider whether the OC remain joined to the matter if the decision is appealed, or if the OC wishes to appeal any decisions.
- 2.1.1.3. The Committee **noted** the following information that the costs arguments (both the ACAT costs in those in the current appeals) are yet to be determined but are still afoot and will be handed down in due course alongside the main decisions in this matter regarding the Rectification Order itself.
- 2.1.1.4. The Committee **noted** the Fire Defects appeal was heard in ACAT on the 7th & 8th of July 2025, at this time the Tribunal has reserved its decisions, with no indication to how long their decision will take to be handed down. Based on prior ACAT hearings for other defects it would be reasonable to expected approximately 3 months from the date of the appeal itself.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that quotes for rectification works regarding PCA cladding replacement were continue to be followed up with Shaw Building Group.

2.2. FM Working Group

2.2.1. The Committee **accepted** the FM working group Minutes for July 2025, with the following items **noted**:

- Festoon lighting installed around the pool BBQs were causing minor visual disruptions. The Committee noted these cameras cannot be relocated and agreed to consider additional cameras or other alternative solutions.
- Hot water valve repairs had been scheduled for 24/07/2025 at which time the hot water service will be turned off to facilitate.
- Building Manager and Strata Manager continue to follow up with Technogym to have several outstanding issues rectified. This has been escalated to the Sales/Account Manager at Technogym.
- The Committee **noted** that the glazed façade leak remediation works to units to the remaining units were progressing and that outstanding items continued to progress. We await feedback from each owner on the success of completed repair before commencing any necessary internal rectifications resulting from the water ingress, VRA will be assisting with this confirmation.
- The Committee **noted** the emergency lighting issues were resolved on 07/07/2025.
- The committee **acknowledged** the Fire Door Remediations are currently on hold due the appeal against rectification Order 2. No further updates were discussed.
- The Committee **noted** works related to the Diesel motor exhaust fan were completed and that it would be monitored to confirm its success.
- The Committee **noted** that ECS continue to follow up with KONE and that one lift had been serviced on 07/07/2025. Fire Key for the lift had been referred to ECS and added to the list of outstanding items.
- The Committee **agreed** to proceed with quoted works from 'Lemmons' for the lift floor carpet replacement.

2.2.2. The Committee **noted** that it is still working on quotations for an OC owned electronic signage board in the entry foyers. Once received, these works will need to be considered by owners via a General Meeting.

2.2.3. The Committee **noted** that Flick Pest Control recently completed the carpet bug treatment & ground floor spider spray.

2.2.4. The Committee **noted** the Leak Rectification Plan provided by CIQ and discussed the findings and workflows presented. A meeting between the Committee and CIQ to determine the best course of action would be requested after which CIQ can appoint necessary contractors and trades for quoting.

2.2.5. The Committee **noted** the recent investigative works from CIQ in relation to the water leak on level 3 and reviewed the preliminary findings presented after the investigation beneath

decking area. CIQ confirmed these finding would be added into the Leak Rectification Plan for further discussion as above.

- 2.2.6. The Committee **noted** that the Deck Repair Project was currently on hold and future considerations to have it done in conjunction with podium leak rectifications would be made once investigative works are finalized.

2.3. Communications Working Group

- 2.4. The Committee **noted** the updates from the ANU Apartment Electrification Survey confirming that the complex had been accepted to be part of the case study. The committee agreed to go ahead with the proposed site visit scheduled for 21/07/2025 to facilitate the installation of monitoring equipment necessary for recording data. The founding of a Focus Group for the above electrification case study will be considered at the next meeting
- 2.5. The Committee **accepted** the Building Managers Report for June 2025

3. ADMINISTRATIVE MATTERS

- 3.1. The Committee **discussed** the break in that occurred on 28/05/2025 noted that access devices and keys stored in mailboxes continue to cause these issues and **noted** that a formal response from ANU regarding designs for upgrading mailbox security is awaited.
- 3.2. The Committee **noted** a quote provided from ASG related to the CCTV Camera Upgrades and requested the following information:
- A comprehensive map identifying the security camera locations, exact coverage and any blind spots.
 - Overview of how the new system will be interacted with given that the current system is at capacity.
- 3.3. The Committee **noted** the Device Audit was underway and submissions were continuing steadily. The review of all registered devices would take place after the cut off date scheduled for 01/08/2025.
- 3.4. The committee **noted** the Pet Audit was underway and discussed some minor changes that could be made to improve it.
- 3.5. The Committee **noted** complaints towards Unit 420 regarding the personal use of an extension cord hanging down the outside of the building between the units balcony and carpark.
- 3.6. The Committee **noted** additional clarification from with the owner of Unit 318 on how they plan to reduce noise related complaints associated with their dog. Being satisfied with the response, the committee **agreed** to approve the pet application from Unit 318
- 3.7. The Committee **noted** the recent complaints regarding individuals associated with Unit 520 for parking their motorbikes in unauthorized areas of common property and that the offending vehicles had been issued with parking tickets.
- 3.8. The Committee **requested** an expression of interest document encouraging members of the Owners Corporation to join the Executive Committee is drafted, this would be issued prior to the upcoming AGM.

The next meeting will be held on Wednesday 6th July at 5:00pm

Meeting Closed: 5:58pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 18 June 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jeanette Adams, Peter Wilkinson, Cheryl Bibo
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady
Strata & Facilities: Thomas Cubbin
ABSENTEES: Jamie Mahon, Michael Grady

1. Chair's Welcome

1.1. The 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 **noted** that parties are currently awaiting decision arising from Supreme Court with respect to SCA 7 and SCA 8 of 2024, expected approximately 3 months from the time of the meeting, albeit this could occur sooner or later than that timeframe.
- 2.1.1.2. The Committee **noted** that Mr Jolley has indicated a desire to appeal the decisions of the Supreme Court to a higher court. The next venues available are the Court of Appeal, then the High Court of Australia. The Committee noted that should appeals prove unacceptable in the Court of Appeal, then leave would be required to appeal to the High Court, which has a relevantly high bar for the granting of leave, so it is possible any appeal to that venue may be rejected. A GM will be required to be held for owners to consider whether the OC remain joined to the matter if the decision is appealed, or if the OC wishes to appeal any decisions.
- 2.1.1.3. The Committee **noted** that arguments in higher courts will turn on a narrowed scope of consideration and will particularly involve disputes over interpretation of law, not normally on consideration of evidence.
- 2.1.1.4. The Committee **noted** the following information that the costs arguments (both the ACAT costs in those in the current appeals) are yet to be determined but are still afoot and will be handed down in due course alongside the main decisions in this matter regarding the Rectification Order itself.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that quotes for rectification works regarding PCA cladding replacement were being followed up on, and that Dowse had requested Shaw Building Group provide a quote for consideration.

2.2. FM Working Group

2.2.1. The Committee **accepted** the FM working group Minutes for June 2025, with the following items **noted**:

- Lighting for around pool BBQs had been installed.
- Technogym repaired the elliptical machine however, SM & BM continue to pursue equipment layout changes requested many months ago and the replacement 10KG dumbbells that did not arrive with original order have not yet been agreed. The SM is pursuing.
- The Committee **noted** that the glazed façade leak remediation works to units to the remaining units were progressing and are currently on track to be completed end of June. We await feedback from each owner on the success of each repair before commencing any necessary internal repairs resulting from the water ingress.
- The Committee **noted** the success of internal repairs carried out within Unit 1519.
- The Committee **agreed** to review the Maritex quote to undertake the required replacement of failed lights identified in the E&E lighting test once obtained.
- The committee **acknowledged** the Fire Door Remediations are currently on hold due the appeal against rectification Order 2. No further updates were discussed.
- The Committee **noted** works related to the Diesel motor exhaust fan were completed 06/06/2025.
- The Committee **noted** that ECS continue to follow up with KONE to ensure recommended works are completed. ECS will assist in tendering process once the current contract expires.
- The Committee **discussed** the quotes from 'Souden' & 'Lemmons' for the lift floor carpet replacement and will await an additional quote for price comparison. It was noted that 'inline' had been issued with a quote request but if they were not interested further companies would be considered.
- The Committee **agreed** to accept the finalized WERP Evac Plans provided and approved the printing of them. It was noted that the digital soft copies would be stored and saved appropriately on the Server with Grady Strata & Facilities, with the building manager and members of the Committee.

2.2.2. The Committee **noted** that it is still working on quotations for an OC owned electronic signage board in the entry foyers. Once received, these works will need to be considered by owners via a General Meeting.

2.2.3. The Committee **noted** that Flick Pest Control are scheduled to undertake the approved carpet bug treatment on Monday 23rd June.

2.2.4. The Committee **noted** an updated from CIQ regarding the progression of the Leak Rectification Plan and that a copy of the plan is expected at the end of June. Once provided and suggested scope from CIQ is reviewed, quotes for rectification works will be obtained.

2.2.5. The Committee **noted** the ongoing investigative works from CIQ in relation to the water leak on level 3. CIQ are continuing to determine the source of the leak and are currently monitoring the pool, spa, and related equipment to confirm.

2.2.6. The Committee **noted** that quotes for the Deck Repair Project were obtained however are still on hold while CIQ confirm if the leak on level 3 is related to the pool.

2.3. Communications Working Group

2.4. The Committee **accepted** the Multicultural Festival Meeting Minutes.

2.5. The Committee **noted** that the Crown Plaza Redevelopment DA application had not submitted and agreed that any information made public would be reviewed.

2.6. The Committee **reviewed** detailed of an upcoming ANU Apartment Electrification Survey and **agreed** to proceed with submitting an application, this was to be completed by C Bibo.

2.7. The Committee **provided** positive comments related to the Bulky Waste Collection that occurred on 16/06/2025.

2.8. The Committee **accepted** the Building Managers Report for May 2025

3. ADMINISTRATIVE MATTERS

3.1. The Committee **discussed** the break in that occurred on 28/05/2025 noted that access devices and keys stored in mailboxes continue to cause these issues and **noted** that a formal response from ANU regarding designs for upgrading mailbox security is awaited.

3.2. The Committee **noted** the requested quotes for the CCTV Camera Upgrades are still outstanding, ASG indicated that their proposal would be provided before the end of June 2025.

3.3. The Committee **noted** the previous versions of the digital audit forms and **agreed** to have a version of the device audit issued on Survey Monkey. The committee also confirmed that the Pet Audit form would be issued in the event the upgraded Survey Monkey plan facilitate users attachments without needing to log in.

3.4. The Committee **approved** an application from Unit 8 to replace their existing flooring to ETC Hybrid Flooring that meets acoustic requirements.

3.5. The Committee **reviewed** the submission of commercial signage from Unit 322 and **agreed** to approve the application with some changes and conditions e.g. no external signage or advertisement is located above the letterboxes.

3.6. The Committee **rejected** a request from Unit 420 for the personal use of Common Property Power to charge a vehicle.

3.7. The Committee **agreed** to follow up with the owner of Unit 318 requesting further information on how they plan to reduce noise related complaints associated with the dog.

3.8. The Committee **approved** the amended application from Unit 809 to keep a cat.

3.9. The Committee **noted** the report from CIQ regarding the Noise Investigation within Unit 1119 which confirmed the nuisance noise was being generated by normal use of an apartment and that

Identifying exactly who and how the noise was being generated would be close to impossible as the noise was 'structure borne' and likely caused by typical/normal household movements. The Committee **acknowledged** that, as the noises are structure borne, there is nothing further the Owners Corporation can do to resolve it

- 3.10. The Committee **noted** the responses from Unit 321 clarifying that this units Fire Door was being left open due to issue with the door itself.
- 3.11. The Committee **discussed** the request from Unit 809 for alternative solutions for cat control measures such as enclosing the balcony. The Committee **confirmed** that no structural screening or netting was to be installed above the height of the balustrade or be protruding outwardly from the balustrade but went out to suggest certain rolling rail deterrent products that could work.
- 3.12. The Committee **noted** recent complaints regarding residents from Unit 520 of motorbikes parking in unauthorized areas of the lobby and **agreed** to follow up with the Unit Owner advising of the breach of OC Rules.

The next meeting will be held on Wednesday 9th July at 5:00pm – Tentatively.

Meeting Closed: 6:08pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Monday 19 May 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Jeanette Adams, Peter Wilkinson, Cheryl Bibb

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Michael Grady, Thomas Cubbin

1. CHAIRS WELCOME

- 1.1. The Committee Chair **welcomed** members to the meeting.

2. SUB-COMMITTEE

2.1. Defects & Cladding Working Group

2.1.1. Defects

- 2.1.1.1. The Committee **noted** that all arguments from the parties have been submitted in the Supreme Court with respect to SCA 7 and SCA 8 of 2024, with the parties now awaiting a decision to be handed down. Estimated timing of a decision is ~4 months, albeit this could occur sooner or later than that timeframe.
- 2.1.1.2. The Committee **noted** that Mr Jolley has indicated a desire to appeal the decisions of the Supreme Court to a higher court. The next venues available are the Court of Appeal, then the High Court of Australia. The Committee **noted** that should appeals prove unacceptable in the Court of Appeal, then leave would be required to appeal to the High Court, which has a relevantly high bar for the granting of leave, so it is possible any appeal to that venue may be rejected. A GM will be required to be held for owners to consider whether the OC remain joined to the matter if the decision is appealed, or if the OC wishes to appeal any decisions.
- 2.1.1.3. The Committee **noted** that arguments in higher courts will turn on a narrowed scope of consideration and will particularly involve disputes over interpretation of law, not normally on consideration of evidence.
- 2.1.1.4. The Committee **noted** that the costs arguments (both the ACAT costs in those in the current appeals) are yet to be determined but are still afoot and will be handed down in due course alongside the main decisions in this matter regarding the Rectification Order itself.
- 2.1.1.5. The Committee **noted** that the appeal against Rectification Order 2 (Fire Defects) continues in ACAT. No further updates are available at this time.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that Dowse have still not been able to secure quotes for the rectification works to damage done to the site during the PCA cladding replacement works. Duratec appear to be uninterested and as such Dowse is seeking to engage with Shaw Building Group for further quotes.

2.2. FM Working Group

- 2.2.1. The committee **accepted** the FM working Group Minutes for May 2025, with the following items **noted**:
- Lift servicing audit of quality has been undertaken by ECS and a copy of their audit report and any findings issued to KONE. KONE

are being pursued to ensure they complete recommended works ASAP.

- Lift contract expires at the end of 2025 and ECS will tender the contract to the market before renewal.
 - The E&E Lighting testing has been recompleted with 19 failures identified. Quotes for replacement of failed lights are being pursued.
 - Tenderers have attended site to provide costings for replacement of lift floor carpet/mats. Quotes are being pursued to receipt and will be considered by the FMWG once received.
 - Lighting for around pool BBQ's has been ordered and should arrive shortly.
 - Pigeons are getting into AC vents and works are underway to seal these vents up to avoid access by birds.
 - Technogym met the BM on-site, promised servicing improvement, albeit this has not yet eventuated. Elliptical machine needs new bolts and this is being pursued, as is the layout change requested many months ago and the replacement 10KG dumbbells that did not arrive with original order have not yet been agreed. The SM is pursuing.
 - Bolts and tracks for garage door were replaced, but they broke again shortly after replacement. MSR are reviewing further.
 - Works to fix the diesel motor fume issue will occur shortly.
 - Fire evacuation plan update is underway and should be installed in the coming few weeks.
 - Two quotes received for pool decking remediation and sample materials are now available for EC review on-site.
 - CIQ are working through various site checks of the roof and L3 waterproofing to finalize their tender documents.
 - A quote has been approved for addressing excess spiders and webs on the ground floor at a cost of \$1,100 via VRA.
- 2.2.2. The Committee **noted** that the glazed façade leak remediation works to Unit 419, 519, 1119, 1319 and 1419 are now complete. We await feedback from each owner on the success of each repair before commencing any necessary internal repairs resulting from the water ingress. Units 420, 502, 605, 1202, 1205, 1206, 1506, 1503 are outstanding, however VRA have provided individual dates for the completion of the remaining leak works that will have all leaks remediated by the end of June.
- 2.2.3. The Committee **noted** that during installation of the previously approved drip tray in the ceiling of Unit 1519 further leakage locations were found, necessitating a larger tray to be installed with drainage to the external balcony. The tray has been observed for functionality and is working as intended and works to rectify damage to plasterboard and paint will be undertaken shortly.
- 2.2.4. The Committee **approved** a quote of \$10,000 from Flick Pest Control to undertake carpet moth treatment to all floors of each tower following a recommendation of same from the buildings pest control contractor. Owners may wish to inspect their unit and undertake their own treatments if there are signs of carpet moths within their units.
- 2.2.5. The Committee **approved** the reimbursement of costs to two volunteer residents who replaced the damaged covering to the arms of the ab crunch machine.
- 2.2.6. The Committee **noted** receipt of photos and an explanatory statement of some damaged glass balustrades on Unit 1415's balcony. The balustrades appear to have had their coating layer

disintegrate, with Mitchell's Glass engaged to review. Given that Mitchell's Glass has not identified any increased risk of breakage or to spaces below of the glass, despite this defect, and the balustrades are listed for replacement in the current Rectification Order, the Committee **declined** to proceed at the present time.

2.2.7. The Committee **noted** that it is still working on quotations for an OC owned electronic signage board in the entry foyers. Once received, these works will need to be considered by owners via a General Meeting.

2.2.8. The Committee **agreed** to seek a cost from VRA to complete cleaning of the black glass overhangs of the balustrades, which sit below the slab for the unit they are installed to, as these are difficult for the unit below to clean, and they are not in the current scope of contract.

2.3. Major Works

2.3.1. The Committee **noted** that CIQ are undertaking comprehensive site reviews and waterproofing testing for the roof and L3 podium remedial works that are required by the insurer for Manhattan on the Park. Significant progress has been made, with testing to occur of the L3 podium active leaks during late May 2025, which will further inform scope. CIQ will also need to access below the existing pool decking to check waterproofing in that space, as any works in that space should be completed alongside the decking works.

2.4. Communications Working Group

2.4.1. The Committee **noted** a copy of a report from the Comms Working Group on a project management roundtable attended by a representative of the group, which highlights the need for project management to be engaged for large project to ensure good pricing and an appropriate level of quality assurance.

2.4.2. The Committee **noted** that a meeting with the multi-cultural festival organizers is being attended by the comms working group and a report on the outcomes of that meeting will be available next ECM.

2.5. Building Managers Report

2.5.1. The committee **noted** the BM Report for April 2025.

3. ADMINISTRATIVE MATTERS

3.1. The Committee **noted** that Grady Strata have contacted the ANU to see if any of their architecture students would be interested in undertaking such a design of front area letterbox security as part of their ongoing studies. Some interest appears available, but a formal response is awaited.

3.2. The Committee **noted** that Australian Smart Group and CXI have been invited to tender for the CCTV Camera upgrade works across the basement and ground level, given ICU still have not provided a map. Quotes were delayed whilst the usual BM was on leave to ensure they could have appropriate input on locations.

3.3. The Committee **noted** that a sample survey form for pets and access devices will be finalized in the next 1-2 weeks.

3.4. The Committee **approved** an application from Unit 1611 to install flyscreens on the internal side of their unit sliding doors.

3.5. The Committee **approved** an application from Unit 1614 to replace their carpet with new carpet.

- 3.6. The Committee **approved** an application from Unit 1610 to keep two dogs.
- 3.7. The Committee **deferred** approval of a pet dog to Unit 318, as complaints about the dog barking and causing a nuisance have already been received. Further information is required from the applicant on how they intend to address these issues before approval will be provided.
- 3.8. The Committee **approved** to issuance of a Rule Infringement Notice to Unit 321, resultant from them regularly leaving their fire door chocked open and ajar, should this occur a further time. Undertaking these actions placed undue risk to others, as all unit front doors are fire doors.
- 3.9. The Committee **noted** the financial reports provided. It is expected that the Admin Fund will finish broadly on-budget, whilst the Sinking Fund will likely end below budget given the status of major works tenders discussed earlier.
- 3.10. The Committee **agreed** to follow up with Unit 809 for the installation of cat control measures around their balcony balustrade, which were not approved in their current form last meeting.
- 3.11. The Committee **noted** approved works have progressed well in Unit 332 for their fitout of their unit for use as a convenience store or bottle shop (subject to liquor licensing approvals, which are unknown presently). The Committee **noted** that the following are outstanding:
- a) Signage proposed for the tenancy, including decals to shield the rear of shelving and fridges from view.
 - b) CCTV quote for connecting a camera on the external awning to OC CCTV system.
- 3.12. The Committee **noted** that complaints have returned from Unit 1119 regarding noise transfer to their unit. Further enquiries are underway.
- 3.13. The Committee **noted** that Unit 1505 will not be proceeding with engagement of AcousticLogic to test footfall noise from Unit 1603.

The next meeting will be held on Wednesday 11th June at 5:00pm.

Meeting Closed: 6:32pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 16 April 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Jeanette Adams, Peter Wilkinson, Cheryl Bibo

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Michael Grady, Thomas Cubbin

1. CHAIRS WELCOME

- 1.1. The Committee Chair **welcomed** members to the meeting, including Cheryl Bibo who was appointed to the Committee to fill a casual vacancy.

2. SUB-COMMITTEE

2.1. Defects & Cladding Working Group

2.1.1. Defects

- 2.1.1.1. The Committee **noted** that further arguments from the parties have been submitted in the Supreme Court with respect to SCA 7 and SCA 8 of 2024, with final arguments in response expected to be submitted by Jolley on or around 24 April. The matter will then be timetabled for any residual hearings.
- 2.1.1.2. The Committee **noted** receipt of a Cost Estimate of between \$86,700 (lower limit) and \$138,400 (higher limit) for the remaining matters before the Supreme Court in SCA 7 and SCA 8. Once the further arguments have been submitted the estimate will be revised.
- 2.1.1.3. The Committee **noted** that the appeal against Rectification Order 2 (Fire Defects) continues in ACAT. No further updates are available at this time.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that Duratech have provided a cost estimate only for remediation of the issues outstanding from the Project Coordination cladding replacement, however a formal cost is required. Dowse Projects will pursue this matter to receive a formal quote.

2.2. FM Working Group

- 2.2.1. The committee **accepted** the FM working Group Minutes for March 2025, with the following items **noted**:
- Lift access control and door closing sensor issues have been rectified. The access control issue related to a power supply issue to the readers, with that PSU being replaced.
 - ELCS lift maintenance audit will occur on 1 May 2025.
 - Technogym will meet with the Building Manager in late April to discuss missed maintenance, review existing service levels, review lift layout changes and outstanding remedial quotes.
 - Garage door repair works have been quoted, quote accepted, but works are outstanding.
 - Car park clean completed successfully; carpet clean now underway.
 - A new pool pump was required and has been installed and heating switched off.
 - Accepted quote from ONBFS for rectifying the diesel exhaust motor fumes has not yet been completed. This is being pursued.
 - Fire block plan update should be received in the coming weeks.

- Pool deck quotes for comparative purposes not yet received. One quote received for a maximum price of \$70,000, others to come.
 - Spiders are evident on the ground floor balconies facing Crowne Hotel. Quotes are being sourced for approval.
- 2.2.2. The Committee **noted** that the glazed façade leak remediation works to Unit 419, 519, 1119, 1319 and 1419 are now complete. We await feedback from each owner on the success of each repair before commencing any necessary internal repairs resulting from the water ingress. Units 502, 605, 1202, 1206, 1506 are outstanding, with dates being pursued via VRA for further works.
- 2.2.3. The Committee **noted** that during installation of the previously approved drip tray in the ceiling of Unit 1519 further leakage locations were found, necessitating a larger tray to be installed with drainage to the external balcony. This work has been completed and flood testing of the above balcony is being arranged to confirm the tray is working as intended before the ceiling is repaired.
- 2.2.4. The Committee **noted** the E&E re-test has now been completed by ONBFS, with reports on any defects found outstanding for receipt and consideration / further quotes.
- 2.2.5. The Committee **noted** that it is still working on quotations for an OC owned electronic signage board in the entry foyers. Once received, these works will need to be considered by owners via a General Meeting.
- 2.2.6. The Committee **noted** that carpet bugs have been reported on Level 2 and 3 North and Level 10 south. Inspections with pest control contractors have been arranged so works can be quoted to eradicate. If owners notice similar issues, they are asked to report same so they can be addressed promptly.
- 2.2.7. The Committee **noted** that on 2 April 2025, the Owners Corporation received a report from a company called 'Glazed Frog' raising various safety issues with glazing in Unit 1613, stating they advised that the glass could fall from the frame. On 3 April 2025, Indesco were engaged to complete an urgent review of the report and a site visit occurred on 7 April 2025 with Indesco Engineers, who advised that one of the blocks for one of the façade windows seemed to have been installed incorrectly at some point in time. ABS Façade attended on 8 April and rectified the issue by replacing the glazing blocks with larger, more stable versions and realigned to the highest standard possible. During the next abseil works a spot inspection of any other shifted façade glazing will occur, with VRA to report if any further issues are found.
- 2.2.8. The Committee **noted** that a prior AGM approved set timing for the pool heating to be turned on/off, being commencement and the end of daylight savings in the ACT. Given the warmer days this year extended toward Anzac Day, consideration will be given to timing amendments in future years, with any amendment proposed to be presented to a future AGM. .
- 2.2.9. The Committee **noted** that quotes are being sourced for the replacement of the carpet/matting in the lifts, which is becoming a little dated.

2.3. Major Works

- 2.3.1. The Committee **noted** that, given the complexities involved, the Roof Works and Level 3 Podium Works (leaks in to L2) will be tendered externally by ConstructiveIQ (CIQ) to ensure appropriate scopes and construction pricing are obtained, with detailed

supervision works. CIQ have collected plans to begin compiling their tender documents, with will be provided to the Committee for review before release to a select number of tenderers.

- 2.3.2. It was noted that SAS Projects have completed the façade re-sealing works between the exposed precast panel joints.

2.4. **Communications Working Group**

- 2.4.1. Nil.

2.5. **Building Managers Report**

- 2.5.1. The committee **noted** the BM Report for March 2025.

3. **ADMINISTRATIVE MATTERS**

- 3.1. The Committee **noted** that quotes for architect designs for the front mailbox security upgrade works are still outstanding. The Committee **requested** that Grady Strata contact ANU to see if any of their architecture students would be interested in undertaking such a design as part of their ongoing studies.
- 3.2. The Committee **noted** that Australian Smart Group and CXI have been invited to tender for the CCTV Camera upgrade works across the basement and ground level, given ICU still have not provided a map. Quotes are expected to be received before next meeting.
- 3.3. The Committee **noted** SurveyMonkey appears to be the most appropriate application for undertaking the pet and access device audits to allow photos to be included. Final designs are being undertaken and will be provided to the EC for consideration shortly.
- 3.4. The Committee **noted** the financial reports provided. The Committee **agreed** that the overall arrears has reduced considerably, with only a small number of long-term debts, all of which are progressing through the Court process for recovery.
- 3.5. The Committee **noted** an application from Unit 809 for the installation of cat control measures around their balcony balustrade. The control measures extend above the balustrade and are likely to impact on the balconies of the units on either side. The application was also not signed by the owner. As such, the application was declined in its current form.
- 3.6. The Committee **noted** receipt of an application from the owners of Unit 332 for a fitout of their unit for use as a convenience store or bottle shop (subject to liquor licensing approvals, which are unknown presently). The Committee **approved** the application, excluding the following:
- a) No new core holes appear to be proposed, however are not approved if any are to occur but are not disclosed in the application.
 - b) Signage proposed for the tenancy is not approved until a detailed signage plan and mock up is received.
 - c) CCTV installed to the awning outside the tenancy is not approved, however will be quoted for adding to the OC's CCTV system at the cost of the tenant.
 - d) Follow up on initial plans re: wine and cheese consumption and associated seating, which was understood to be occurring, but is not listed in the plans.

The next meeting will be held on Wednesday 14th May at 5:00pm

Meeting Closed: 6:14pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Tuesday 25 March 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Jeanette Adams, Peter Wilkinson

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Michael Grady, Thomas Cubbin

1. CHAIRS WELCOME

- 1.1. The Committee Chair **welcomed** members to the meeting.

2. SUB-COMMITTEE

2.1. Defects & Cladding Working Group

2.1.1. Defects

2.1.1.1. The Committee **noted** that the initial decisions of the Supreme Court have been handed down in the Jolley v Construction Occupations Registrar & Units Plan 3941 matter (SCA 7 and 8 of 2024). The initial view of this decision is positive for the Owners Corporation, however there are further matters to be considered before the Supreme Court before a final determination is made with respect to this matter. An update to Owners has been issued.

2.1.1.2. The Committee **noted** that a Cost Estimate is being sourced from Clayton Utz to finalize this matter in the Supreme Court, including all anticipated further hearings required. At present, it is estimated that a final decision from the Court, following the further hearings, will be handed down in June 2025.

2.1.1.3. The Committee **noted** that the appeal against Rectification Order 2 (Fire Defects) continues in ACAT. As the Owners Corporation is not a party to this matter (between Jolley and the Construction Occupations Registrar) updates may not be available whilst the matter is being heard or until a determination is made.

2.1.2. Cladding

2.1.2.1. The Committee **noted** that Duratech were to provide a quote for rectification of outstanding defects from the cladding works before this meeting, however this has not been forthcoming. Further follow up will occur.

2.1.2.2. The Committee **noted** an update from William Roberts Lawyers on the class action matters against the importers/designers of the original flammable cladding affixed to the façade of the building. The Owners Corporation continues as a non-represented party to this class action.

2.2. FM Working Group

2.2.1. The committee **accepted** the FM working Group Minutes for March 2025, with the following items **noted**:

- A security issue has occurred with the lifts, with a slow or non-existent response from KONE despite prompt reporting to them. The matter will be followed up and escalated with KONE.
- Residents will be updated on security issues of tailgating and general security awareness.
- The Chlorine sensor in the spa failed and replacement has been arranged via Total Pools. Thanks was provided to those who reported the issue to the Owners Corporation.

- Tehchnogym has provided a quote for the rectification of damage to the cable machine cover. The Committee **agreed** to ask Technogym to cover the cost of this in lieu of missed prior services.
 - A quote from MSR has been received for works to the garage door, but works are still outstanding despite acceptance.
 - ONBFS quote for the Diesel Fume issue has been received and accepted, with works not yet having occurred. This will be followed up.
 - Costs from WERP for the recreation of the fire evac plans have reduced from \$11,000 to \$7,650 after further negotiation. This quote has been approved.
 - One quote has been received for the pool deck repairs at \$50,000 + \$20,000 budget for contingencies. Two additional quotes are being sourced. Allowance in the Sinking Fund for this work is \$100,000.
 - Additional spiders have been identified on the ground floor, particularly along the balconies of units on the ground level. Flick have been engaged to investigate and remediate.
- 2.2.2. The Committee **noted** the ongoing difficulties being experienced with arranging Technogym to provide quotes or remediation works. Discussions are ongoing with Technogym to resolve these issues.
- 2.2.3. The Committee **noted** that the façade leak remediation works to Unit 419, 519, 1319 and 1419 are now complete. We await feedback from each owner on the success of each repair before commencing any necessary internal repairs resulting from the water ingress. Units 1119, 605, 1205, 1506, 502 are ongoing.
- 2.2.4. The Committee **approved** a quote from Level Plumbing for the installation of a leak catchment tray in Unit 1519's ceiling to address a leak from the balcony above, with plaster and paint repairs to follow. These works are temporary whilst repairs to balconies are awaited as an outcome from the Supreme Court matters or otherwise addressed.
- 2.2.5. The Committee **noted** that the spa heat timer has been installed, however the festoon light timer is outstanding so we can install the lights after completion.
- 2.2.6. The Committee **noted** that the doors on Lift 1 are being problematic, with on occasion the doors closing on people. This will be reported to KONE ASAP for remediation and to protect the Owners Corporation from liability risk.
- 2.2.7. The Committee **noted** that the lift Audit by ELCS for 2025 will be undertaken in April following approval of their quote last EC Meeting.
- 2.2.8. The Committee **agreed** to follow up on the potentially installation of privately owned electronic signboards for the lobbies. Options will be researched by the EC and sent to Grady Strata.
- 2.2.9. The Committee **noted** the installation of new pool and gym signage, which has been received well by all. Ideally this will ensure all occupants are appropriately using the facilities.
- 2.2.10. The Committee **noted** that a fire alarm was activated on 24 March 2025 at 3:30am. A number of residents did not hear the alarm, which will be followed up.

Secretarial Note: After investigation, the building is a cascading alarm system, which means various levels will only have heard a faint alarm whilst the actual alarm had not yet reached their level.

2.3. Major Works

2.3.1. The Committee **noted** that, given the complexities involved, the Roof Works and Level 3 Podium Works (leaks in to L2) will be tendered externally by ConstructiveIQ to ensure appropriate scopes and construction pricing are obtained, with detailed supervision (superintendency) works.

2.3.2. It was noted that SAS Projects have begun their work to seal the unsealed façade joins, including appropriate backing rod installation. Works are expected to be completed by the end of this weekend.

2.4. **Communications Working Group**

2.4.1. The Committee **noted** that existing signage is being rotated regularly by the Building Manager from the various templates. These are changed as seasons change or issues occur on site.

2.5. **Building Managers Report**

2.5.1. The committee **noted** the BM Report for February 2025.

3. **ADMINISTRATIVE MATTERS**

3.1. The Committee **noted** that '24 hour surveillance' signage has been installed on site by Xtreme Security, however this was not requested by the Owners Corporation nor is it appropriate. Removal will be undertaken by the BM.

3.2. The Committee **noted** that a recent break-in occurred to the basement storage cages, with the thief having followed a vehicle in via the roller door. The Committee **agreed** to see what options are available to change the roller door, including reduction of timing for the door staying open. A faster roller door is also available, but is in excess of \$50,000 per door to be replaced, which is not palatable.

3.3. The Committee **noted** that Architects quotes for design of an enclosure of the mailbox area are still being pursued.

3.4. The Committee **noted** that quote requests have been issued to ASG and CXI for the installation of additional CCTV within the basement within areas recommended by them, particularly in blind spots.

3.5. The Committee **noted** the restrictions on survey forms from Google and Office, with a login required to add any photos. Use of SurveyMonkey for this purpose is proposed and will be investigated.

3.6. The Committee **noted** a request for Special Access for a unit owner with a unit on Level 10 and Level 14. Unfortunately there are no further group settings available on the Access Control system and as such this application cannot be approved.

3.7. The Committee **accepted** an application from Cheryl Bibbo to join the Executive Committee in one of the available Casual Vacancies from last AGM. This acceptance is subject to acceptance of the standard EC operating procedures, which will be provided to the joining member for acceptance.

3.8. The Committee **noted** the financial reports provided. The Committee **agreed** that the overall arrears has reduced considerably, with only a small number of long-term debts, all of which are progressing through the Court process for recovery.

3.9. The Committee **noted** that an application has been lodged with the EPSDD Environmental Pilot Program. Once an outcome in this matter is known the EC will be advised.

3.10. The Committee **agreed** to issue a Rule Infringement Notice to Unit 407 for ongoing breaches of Rule 10.1.2.

- 3.11. The Committee **noted** that the cool room in Unit 332, being the commercial lot on the corner of the building. This occurred without fitout approval and will be followed up with the commercial agent for the unit. Furthermore, an application for a liquor license has been made by the potential tenant of this unit, with a copy of that notice sent to all owners. Various representations from owners have been made to the Liquor Licensing authority in the ACT and an outcome of the application has not yet been advised.
- 3.12. The Committee **noted** that the outstanding ACAT Matter of UT45/2023 being Spedding v Units Plan 3941 has been dismissed.

The next meeting will be held on Wednesday 9th April at 5:00pm

Meeting Closed: 6:15pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 19 February 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Jeanette Adams, Peter Wilkinson

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Michael Grady, Thomas Cubbin

1. CHAIRS WELCOME

1.1. The Committee Chair **welcomed** members to the meeting.

2. SUB-COMMITTEE

2.1. Defects & Cladding Working Group

2.1.1. Defects

2.1.1.1. The Committee **noted** that the appeal against Rectification Order 1 (Balconies, Balustrade Glass and alike) has been heard by the Supreme Court in October 2024. A decision is expected in April or May 2025, and the Committee will advise Owners once a decision is received.

2.1.1.2. The Committee **noted** that the appeal against Rectification Order 2 (Fire Defects) has recommenced in the ACT Civil & Administrative Tribunal. A witness statement on the timing of advice as to when the fire defects became apparent has been requested and provided to the ACT Government Solicitor. The respondent, being the Registrar, is due to file their evidence on 12 February 2025.

2.1.2. Cladding

2.1.2.1. The Committee **noted** that Duratech have been on-site at the direction of Dowse Projects to complete quotations for remediation of the outstanding defects from the cladding replacement works (resultant damage, primarily). Costings have been delayed but will be received by the end of February.

2.2. FM Working Group

2.2.1. The committee **accepted** the FM working Group Minutes for February 2025, with the following quotes accepted as recommended:

- Lift audit and maintenance tender 3-year service with ELCS at a cost of \$6,500 (invoiced at 1/3 per year).
- Quote from WERP to re-draw the fire evac plans, as DWG files for the original plans are not available to revalidate after expiry. Cost of works is \$11,000. The Committee **noted** that a copy of all drawings and documents related to the fire update plan are to be distributed to each EC member, in addition to the ones kept on the server and a USB kept in the BM office containing the plans.

2.2.2. It was **noted** that the compliance certificate is due for an update in June 2025. Capital Building Remediation have been on-site to quote for the remediation of height issues with the balustrades at each end of the pool area.

2.2.3. The Committee **noted** receipt of a quote from RFP property services of \$55,000 to re-mark the lines in the car park. On the advise of RFP they do not believe this to be necessary at this time and therefore works will be placed on hold.

2.2.4. The Committee **noted** the lack of service and poor communication provided by Technogym for their ongoing servicing arrangements. It was tabled that Technogym would no longer operate a local servicing

company in the ACT but provisions for ongoing maintenance and contracted servicing would be facilitated by technicians traveling from Sydney. The overdue service has been booked in for the first week of March 2025. The committee requested that the anticipated rearrangement of the gym equipment is provided free of charge given very overdue service. The Committee **noted** that a resident has volunteered to fix the damaged upholstery on one of the machines if Technogym are unable to fulfill this request.

2.2.5. The Committee **noted** that VRA have been provided a list of leaks in to Units 1319, 419, 1205, 605, 1506, 1419 and 519, which they are working through remediation on. A report from them on the progress of repairs to these leaks is outstanding, but should be received shortly.

2.2.6. The Committee **noted** that there are new leaks in to Units 1119, 1206 and 1506, all of which are being investigated. The leak in to Unit 1506 appears to be from the balcony above rather than the façade and will be treated with a temporary plumbed drip tray in the ceiling whilst leak remediation of the balcony above is pursued.

2.2.7. The Committee **confirmed** an out-of-session decision to accept a quote from Maritex regarding the Spa and Lighting Timer, Thomas Cubbin will confirm a date for works to proceed for the committee.

2.2.8. Fire Quotes

2.2.8.1. The committee **agreed** to accept the quote from ONBFS regarding works to address the Diesel Motor Fumes.

2.2.8.2. The Committee **agreed** to seek additional quotes for the Sprinkler Overhauls.

2.2.8.3. The Committee **agreed** to seek additional quotes for E&E Replacements.

2.2.8.4. Fire Door Remediations – On hold due to ongoing fire rectification orders.

2.2.9. The Committee **agreed** to send the Strata Managers possible options for a digital noticeboard.

2.2.10. The committee **agreed** to accept the quote from Signworks to amend the Gym & Pool Area Signage. This is inclusive of wayfinding added to frosted glass. The committee noted that a No Smoking sign had been removed from the north tower, Chris Blake has sourced a replacement. The committee **agreed** to get further quotes to obtain an A-Frame sign for the pool, and additional visual signage specifically highlighting alcohol consumption at and around the pool is prohibited. Finally, the committee **accepted** the quote from Signworks to add frosting to the glass in the lobby areas located at both entrances of the building.

2.3. Major Works

2.3.1. The Committee **agreed** to request Hawker Roofing to provide a third quote for the roof works, as the Peak Consulting tender review identified some inconsistencies between the existing quotes.

2.3.2. The committee **agreed** to obtain quotes for rectifications of plater box waterproofing, based on Peaks report. It was **noted** that the necessary contractors are typically very busy throughout the winter months and a realistic deadline to approve quotes and scheduled works would be April 2025.

2.3.3. The Committee **noted** that the Timber Deck Repair Project is being progressed via the FM Working Group and quotes are expected to be received shortly.

2.3.4. The Committee **noted** that SAS Projects is expected to commence works in March 2025 for the sealing of exposed precast joints.

2.4. Communications Working Group

- 2.4.1. The Committee expressed that the planning of the MCF event overall had improved compared to last year but noted additional feedback for submission to the MCF team to consider before next year. It was noted that planning advice, communication and map was only provided a few days before the event, sufficient notice is required. Complaints about odors emanating from the 2 garbage trucks that were parked at the front of the complex, and proximity of the portaloos were noted.

2.5. Building Managers Report

- 2.5.1. The committee **noted** the recent break-in where an individual gained access to the basement after breaking into a letterbox and obtaining a set of swipes/keys. Following the break in, the building manager inspected all storage cages for damages and on the 19th of February communication was issued to all units with

3. ADMINISTRATIVE MATTERS

- 3.1. The Committee **noted** difficulties in obtaining quotes for installation of a new room to enclose the mailboxes. It was **proposed and accepted** that an architect would provide drawings for potential mailbox security options and quotes would be sought accordingly. The committee **agreed** to investigate options to implement an automated system that locks after hours and remains open during the day to facilitate deliveries. Options will be inline with Australia Post standards.
- 3.2. The Committee **agreed** to proceed with the EPSDD Environmental Pilot Program. Grady Strata will complete the application on behalf of the Owners Corporation.
- 3.3. The Committee **agreed** to seek additional CCTV capacity increase quotes from Australian Smart Group and Control by Integration, along with maps for same.
- 3.4. The Committee **noted** receipt of draft forms for the completion of the pet and fob audit. Unfortunately the proposed methods of survey to provide a picture of a pet are problematic as they require a login for any attachments. Other solutions will be investigated.
- 3.5. The committee **noted** the units currently subject to external debt collection (of which there is only a small number).
- 3.6. The committee **agreed** to review current term deposit rates and options and will arrange an investment account. A short term investment period of approximately 3 to 4 months was requested to be in line with major expenditure. A rolling term deposit of \$600,000 on 30 day terms will also be arranged.
- 3.7. The committee **approved** the application regarding Unit 1204 Flooring Changes, noting the product listed was compliant with a 5 star flooring standard - Intrafloor Underlay and 12mm Laminate. The Strata Managers efforts in assist the above units application was acknowledged, which was outside regular responsibilities.
- 3.8. The committee **noted** that there is an ongoing noise complaint from Unit 1119 relating to banging or hammering within their unit. A quote from AcousticLogic to investigate the cause was received and the Committee noted that without external assistance the source of the sound cannot be determined. The Committee **noted** that this issue, complaints and investigation has been going for almost a year, and this should be investigated further to obtain a resolution. The committee **agreed** to facilitate the acoustic report and investigation under the condition that if

- no tangible evidence is provided in the report, or if the cause itself is not identified to be related to common property, that the owner of unit requesting the report covers the cost. This is to be clearly communicated to the owners and agreed upon prior.
- 3.9. The Committee **noted** complaints of footfall noise from Unit 1505. The committee **agreed** to also facilitate obtaining an acoustic report, however if there is no evidence or reports of excessive noise under the BCA standards provided in the acoustic report, that the owner covers the costs associated. This is to be clearly communicated to the owners and agreed upon prior.
- 3.10. The committee **noted** the feedback about the rules regarding washing on balconies and agreed that no changes regarding the registered rules would be considered.
- 3.11. The Committee **noted** that there is no further updated in the matter in ACAT of Spedding v UP3941.
- 3.12. The committee **reported** on a breach house rule involving members from a unit throwing empty and full alcohol cans from their balcony, causing excessive noise, and engaging in reckless behavior on common property. The committee **agreed** to provide timestamped evidence of these events to Grady Strata for the purpose of following up on this matter. The Committee **further agreed** to issue a Rule Infringement Notice for this behavior to the relevant unit.
- 3.13. The committee **reported** a complaint that occurred on 18th February 2025 at approximately 8:00pm. The incident involved a group of men in matching attire were drinking alcohol around the pool area, producing excessive noise, disturbing, and intimidating residence. The committee **requested** Chris Blake investigate swipe and fob access during this time to help determine which unit the individuals were associated with.
- 3.14. The committee **acknowledged** the current success of the House Rules QR code which had recorded 114 individual scans since going up.

The next meeting will be held on Wednesday 12th March at 5:00pm

Meeting Closed: 6:15pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 15 January 2025 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Jeanette Adams, Peter Wilkinson
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Michael Grady, Thomas Cubbin

1. CHAIRS WELCOME

- 1.1. The Committee Chair **welcomed** members to the meeting.
- 1.2. The Committee **noted** that Radhika Sabharwal has departed Grady Strata and Thomas Cubbin has been appointed as her replacement for Manhattan on the Park.

2. SUB-COMMITTEE

2.1. Defects & Cladding Working Group

2.1.1. Defects

- 2.1.1.1. The Committee **noted** that the appeal against Rectification Order 1 (Balconies, Balustrade Glass and alike) has been heard by the Supreme Court in October 2024. A decision is expected in April or May 2025, and the Committee will advise Owners once a decision is received.
- 2.1.1.2. The Committee **noted** that the appeal against Rectification Order 2 (Fire Defects) has been deferred in the ACT Civil & Administrative Tribunal until a decision has been made in the Supreme Court, given the arguments broadly overlap.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that Duratech have been on-site at the direction of Dowse Projects to complete quotations for remediation of the outstanding defects from the cladding replacement works (resultant damage, primarily). Costings are expected to be received prior to next meeting, excluding roof works costings to remediate rib dents, which are being addressed alongside other roof works (quoted separately for claim against BG's).

2.2. FM Working Group

- 2.2.1. The Committee **accepted** the FM Working Group Minutes for January 2025.
- 2.2.2. The Committee **noted** that pool barrier compliance reinspection remains on-hold until May/June 2025 after the pool closes, however all works to rectify non-compliances have already been completed.
- 2.2.3. The Committee **noted** that Technogym missed their service in December, with a new service scheduled for 15 January 2025.
- 2.2.4. The Committee **noted** that the 'Use It – Clean It' signage for the gym has not progressed and **agreed** to follow up with Screenmakers.
- 2.2.5. The Committee **agreed** that planning for remediation of the pool decking joists will need to commence shortly, with works required to rectify potential safety issues with the timber under the deck. Works are expected to occur in Winter.
- 2.2.6. The Committee **noted** that Maritex has been engaged to quote a timer installation for the spa bubbles and a timer for the agreed festoon lights above the BBQ. Once their quote is received it will be considered.

- 2.2.7. The Committee **noted** advice from O'Neill and Brown Fire that the Diesel pump does not require remedial works. Further clarification will be sought from the BM to ensure this matter can be closed.
- 2.2.8. The Committee **noted** that the .DWG files are being pursued from Prensa for the evacuation signage to ensure update costs in future are kept to a minimum.
- 2.2.9. The Committee **noted** concerns raised by a resident with respect to the Owners Corporations response to an incident where an unknown individual defecated in the Spa over the Christmas period. Notably, the Owners Corporation sought advice from the pool and spa servicing contractor on any required actions to be taken after the stool was discovered, with all actions undertaken in accordance with their advice. Primarily, their advice involved ensuring that any solid matter was removed, chemical dosing equipment active, closing the spa for an hour, and ensuring the heating source active within the pool. Given these actions were followed, whilst not in accordance with NSW Health guidelines which were provided in recent feedback, the Owners Corporation discharged its duty in accordance with its advisers recommendations.
- 2.2.10. The Committee **noted** that remediation of damage to some tiles in the foyer has not yet occurred, despite this being planned for mid last year. Follow up will be undertaken with BBZ Living Solutions.
- 2.2.11. The Committee **agreed** to move the pool use A-Frame signage from the entry corridor up to the pool deck.
- 2.2.12. The Committee **noted** a request from Unit 1406 to provide swipe and video evidence of their tenants inappropriately using the spa after hours. The Committee **agreed** it could only provide footage where it related only to a particular unit and did not identify any other unit occupants and stills would only be provided. This was the only known problematic noisy behavior reported over the Christmas/New Years period.
- 2.2.13. The Committee **noted** that VRA will be in attendance over the next 2 weekends to complete leak remediation works to Units 1319, 419, 1205, 1202, 605, 1506, 1419, 519. A report will be provided upon completion of works and residents asked to monitor.
- 2.2.14. The Committee **noted** that ICU have still not yet provided a map of their proposed camera installation locations. As such, CXI and ASG will be engaged to quote their proposed best locations for CCTV coverage where there are gaps in coverage for the building.
- 2.2.15. The Committee **noted** concerns reported with respect to use of the gym, pool and spa after hours particularly on weekend. The Committee **agreed** to seek costings for a nightly patrol on Friday and Saturday nights during the warmer months at closing time (10pm) of the facilities to ensure any late-stayers are moved on and all perimeter doors checked to ensure they are closed.
- 2.2.16. The Committee **noted** a report of a man staying late in the gym being locked in the toilet for some time. After investigation the individual was found to be a resident and not intruder to the premises and departed shortly after closing time.

2.3. Major Work

- 2.3.1. The Committee **noted** that Peak Consulting expect to complete their review of the roof remedial quotes from AM&DM and Sutton Roofing to allow the OC to consider progressing with either quote.

2.3.2. The Committee **noted** that quote requests have been issued for the pool deck area planter box waterproofing remediation, however inspections of the works area have not yet begun.

2.3.3. The Committee **noted** that SAS Projects are expected to commence works to the façade caulking joints in late Feb or early March.

2.4. **Communication Working Group**

2.4.1. The meeting **noted** that members have met with the MultiCultural Festive Organizers to discuss particulars around the festival. Of note, the cool rooms will be placed along Akuna St and not along Bunda St this year which should reduce noise, road closures will remain the same, acts will end at 10pm in Glebe Park and noise monitoring will occur from Manhattan on the Park again this year.

2.4.2. The Committee **agreed** that no 'traffic passes' would be required for this years festival, owing to the lack of need for last year and unchanged traffic arrangements. Access to the building will only be restricted entirely during a small window over the weekend during the parade.

3. **ADMINISTRATIVE MATTERS**

3.1.1. The Committee **agreed** to place a notice in the lifts to provide a QR code linking to a copy of the newly updated Rules for the building. This will be monitored for usage to ensure it is achieving the desired outcome.

3.1.2. The Committee **agreed** to follow up with the owner of the empty commercial tenancy to request that they amend their screening of their windows to ensure the visual appeal from the street is not diminished to the building.

3.1.3. The Committee **noted** that quotes to access control and place barrier to the mailboxes are being progressed, but as this is a large piece of works combining multiple trades, will take some time to receive.

3.1.4. The Committee **noted** that a resident has recently found and installed a CondoKey box in their mailbox to secure items in a better fashion than many other solutions which are regularly targeted by thieves. The Committee will further review this product with a view to seeking improved security over the usual processes undertaken by some owners.

3.1.5. The Committee **agreed** to review the potential for a screen, purchased by the OC and without advertising, for use of notice placement in an attractive format within the foyers.

3.1.6. The Committee **agreed** to commence an Access Device and Pet Audit in February/March 2024. Forms for use are being finalized, but will be completed via online fillable form with paper forms able to be provided upon request.

3.1.7. The Committee **noted** that the insurance claim for Unit 1523 has been finalized.

3.1.8. The Committee **noted** the financial reports and that arrears are trending downward over time, with only 3 problematic arrears that are all being pursued and will shortly be finalized with Collection Corporation Australia. None of these debts are major or causing cashflow issues.

3.1.9. The Committee **noted** that there has been no outcome in Spedding v UP3941.

4. Next Meeting

4.1. The meeting will be held on the second Wednesday of next month at 5:00pm.

Meeting Closed: 6:15pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Tuesday 10 December 2024 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Jeanette Adams, Peter Wilkinson
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Michael Grady, Radhika Sabharwal

1. CHAIRS WELCOME

- 1.1. The Committee Chair **welcomed** members to the meeting.

2. SUB-COMMITTEE

2.1. Defects & Cladding Working Group

2.1.1. Defects

- 2.1.1.1. The Committee **noted** that the appeal against Rectification Order 1 (Balconies, Balustrade Glass and alike) has been heard by the Supreme Court in October 2024. A decision is expected in April or May 2025, and the Committee will advise Owners once a decision is received.
- 2.1.1.2. The Committee **noted** that the appeal against Rectification Order 2 (Fire Defects) has been deferred in the ACT Civil & Administrative Tribunal until a decision has been made in the Supreme Court, given the arguments broadly overlap.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that Dowse have been followed up for the outstanding cladding defect repair works, however they have not received any costings from Duratec who have been engaged to price the repairs. The Committee **agreed** to pursue Dowse again and if they are not responsive to disengage with them and engage another company for PM of these works.

2.2. FM Working Group

- 2.2.1. The Committee **accepted** the FM Working Group Minutes for December 2024.
- 2.2.2. The Committee **noted** that pool barrier compliance reinspection remains on-hold until May/June 2025.
- 2.2.3. The Committee **noted** that an alternate company has been forthcoming with potential costings for car park line marking, which will be followed through to a complete quote.
- 2.2.4. The Committee **noted** that Lift 6 has been out of service for several weeks, with KONE trying various repairs. The Committee **agreed** to escalate the matter with KONE.
- 2.2.5. The Committee **agreed** to follow up with Technogym for the overdue service from November 2024.
- 2.2.6. The Committee **noted** that Grady Strata will undertake remedial works to the loose concave mirror in the Akuna Street car park in the next 2 weeks.
- 2.2.7. The Committee **agreed** to follow up O'Neill and Brown Fire for a quote for the replacement of the diesel motor which was to be quoted during last service but appears to have been missed.
- 2.2.8. The Committee **agreed** to follow up MSR for remedial works to the south roller door, which have been outstanding for quotation purposes for several weeks now.
- 2.2.9. The Committee **agreed** to purchase spare lighting parts for each type of light on-site to avoid lengthy outages due to difficulty

sourcing parts. These will be retained on-site and re-ordered when stock runs low.

- 2.2.10. The Committee **agreed** to pursue pricing from Prensa for updating of the block plans.
- 2.2.11. The Committee **noted** that façade leaks occurred during recent heavy rains to Units 1319, 419, 1205, 605, 1506. Vertical Rope Access have been contacted to arrange repairs, however a date has not yet been provided. They will be followed up to complete repairs. Recent repairs to other units appear to have been successful.
- 2.2.12. The Committee **agreed** to source quotes from O'Neill and Brown Fire for remediation of the fire door issues identified during their inspection where the issues sit outside the scope of the Rectification Order for the Fire Defects.
- 2.2.13. The Committee **agreed** to explore alternate methods for fire door inspections next year due to scheduling difficulties during this year's inspections.
- 2.2.14. The Committee **noted** that Unit 315 is regularly leaving their fire door open and **agreed** to notify them that this is not appropriate.
- 2.2.15. The Committee **noted** requests for installation of festoon lights, a book library and tables in the pool/BBQ area. The Committee **declined** the requests, with the exception of the festoon lights, which will be installed above the BBQ and placed on a timer to turn on at 6pm and off at 10pm, signaling closing time of the pool area.
- 2.2.16. The Committee **agreed** to investigate options for placing the spa on a timer to not allow bubbles to be turned on after 10pm.
- 2.2.17. The Committee **noted** concerns from a resident regarding use of the gym by non-residents via sharing of swipes and excessive number of guests allowed access by some residents. The Committee **agreed** to try to identify the units of concern and contact them to discuss their use of the space and what is considered appropriate.
- 2.2.18. The Committee **noted** concerns regarding overzealous use of the pool area, including unruly behavior of children. The Committee **agreed** to remind all residents of appropriate behavior and identify a number to call if there is unruly behavior over the holiday period.
- 2.2.19. The Committee **agreed** to update pricing for installation of frosting on the entry doors to the foyers up to the same height as the existing frosting.
- 2.2.20. The Committee **noted** receipt of the BM Report, which is of high quality and is reviewed by the FM Working Group before their meetings.

2.3. Major Work

- 2.3.1. The Committee **noted** that Peak Consulting have been engaged to review the AM&DM and Sutton Roofing quotes for roof remediation to ensure scopes are comparable and that the works are in accordance with their report.
- 2.3.2. The Committee **noted** the Peak Consulting report regarding the planter box leaks and requested Grady Strata to source quotes for remediation per the scope. This process has begun, but quotes are not expected until March 2025 given the size of the scope.
- 2.3.3. The Committee **agreed** to engage SAS Projects to undertake the façade caulking works between the pre-cast panels.

2.4. Communication Working Group

- 2.4.1. The meeting **noted** receipt of the OCN Newsletter and **agreed** to distribute to owners alongside these minutes.

3. ADMINISTRATIVE MATTERS

- 3.1.1. The Committee **noted** that the new Rules approved at the 2024 AGM have been registered against the buildings title and are now in-force. A copy will be distributed to each resident in January.
- 3.1.2. The Committee **approved** applications for pets from Units 802 and 711.
- 3.1.3. The Committee **declined** an application for installation of a fan on the balcony of Unit 1202, noting that this will require consideration of the Owners Corporation at a General Meeting.
- 3.1.4. The Committee **declined** a request for installation of a bubbler in the gym, **noting** that residents can obtain water from their apartments or from the bathroom taps to fill up their bottles.
- 3.1.5. The Committee **approved** an application from Unit 913 to install hybrid flooring in their unit, with the application demonstrating compliance with noise transfer requirements in the Rules.
- 3.1.6. The Committee **agreed** to remind residents via notices regarding washing on balconies and not leaning bicycles against balustrades.
- 3.1.7. The Committee **agreed** to remind residents not to throw things or allow water to escape from their balconies due to the impact on residents below, particularly for the Level 3 courtyards.
- 3.1.8. The Committee **considered** an application for damage to contents in Unit 1512, resultant from a pipe failure servicing the unit above's shower. This has previously been considered by the building insurer and the claim for contents declined by them. The Committee **declined** the claim on the basis that the pipe is not Common Property and **agreed** to advise the owner that it is a matter between the party who incurred damage and the owner of the pipe that caused that damage.
- 3.1.9. The Committee **noted** receipt of a complaint regarding removal of a temporary sign above the intercom placed up by a real estate agent during open homes and removed thereafter. The Committee **agreed** that placement of a small sign advising of the open home above the intercom, directing people to ring the intercom, is appropriate. Large advertising signs left for longer than the time of an open home remain inappropriate and will not be permitted.
- 3.1.10. The Committee **agreed** to commence an Access Device and Pet Audit in February/March 2024. Draft forms for use will be reviewed at the January 2025 ECM.
- 3.1.11. The Committee **noted** that the insurance claim for Unit 1523 continues to progress, with testing and remedial works via the insurer.
- 3.1.12. The Committee **noted** that there has been no outcome in Spedding v UP3941.

4. Next Meeting

- 4.1. The meeting will be held on the second Wednesday of next month at 5:00pm.

Meeting Closed: 6:20pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 11 September 2024 at 3:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Jeanette Adams, Peter Wilkinson

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Michael Grady, Radhika Sabharwal

1. CHAIRS WELCOME

- 1.1. The Committee **agreed** to elect Peter Wilkinson as Chair.
- 1.2. The Committee **agreed** to elect Jeanette Adams as Treasurer.
- 1.3. The Committee **agreed** to elect Jamie Mahon as Secretary.
- 1.4. The meeting **agreed** to appoint Annie Gregg as PECC group representative.
- 1.5. The Committee **agreed** that all Committee members would be copied into correspondence relating functional requirements of the Committee to ensure decision making process remains transparent. The Committee *agreed* that members with a declared conflict on a particular matter would not be included in correspondence relating to the matter where the conflict was agreed.

2. SUB-COMMITTEES

2.1. Defects & Cladding Working Group

2.1.1. Defects

- 2.1.1.1. The Committee **noted** that Mr. Jolley has filed an application with the ACT Civil and Administrative Tribunal in respect of the rectification order made by the Registrar on 7 August 2024 in relation to the fire safety defects. It has been listed for a direction hearing on 2 October 2024. The Owners Corporation will not be joined as a party to the Tribunal Proceedings.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that vertical rope access completed leak repairs for seven units, and it was suggested that further work might be required for some units if the leaks persist. The Committee **agreed** to continue monitoring the situation.
- 2.1.2.2. The meeting **noted** that Canberra Building Service inspected two reported cladding defects for Units 1414 and 523 storage cages. The replacement for unit 1414 was completed, however there is still work outstanding for Unit 523. The Committee **requested** Strata Manager to follow up.
- 2.1.2.3. The Committee **noted** a quote from Tiling Dynamix for the remediation works for balcony leaks at unit 1506. The Committee **requested** the Strata manager to get additional information regarding the warranty period and full extent of work including pictures for reference.

2.2. FM Working Group

- 2.2.1. The Committee **accepted** the FM Working Group Minutes for November 2024.
- 2.2.2. The meeting **noted** ongoing difficulties engaging the contractor and sub-contractor to rearrange and repair the gym equipment. The Committee **noted** that the Strata Manager will continue to follow up for action.

- 2.2.3. The meeting **noted** that several signs ordered for the gym have not yet been received. The Strata Manager will follow up on progress.
- 2.2.4. The meeting **noted** that the pool compliance work has been completed.
- 2.2.5. The meeting **noted** that the carpet cleaning for all floors is scheduled for 18th November 2024.
- 2.2.6. The meeting **noted** that the irrigation and mulching for 3 planter boxes in forecourt has been completed.
- 2.2.7. The meeting **noted** that the solar panels have been operational since 31st July, generating an average of 400-500 kWh per day. This output covers half of the building's consumption, proving to be more effective compared to the previous solar panels.
- 2.2.8. The meeting **noted** that an additional quote for general cleaning is expected by next week.
- 2.2.9. The meeting **noted** that the sun lounges have been ordered and will be installed in the pool area.
- 2.2.10. The meeting **noted** that one of the lifts is scheduled for re-ropeing on 23rd October 2024.

2.3. Communications Working Group

- 2.3.1. The Committee **noted** that feedback from consultation on the proposed House Rules has been considered and finalised. The updated House Rules will be included in the papers for the AGM. Feedback will be sent to the Owners.
- 2.3.2. The Committee **requested** the Strata Manager confirm the register of units is maintained for those under management, short-term leasing and owner occupied.
- 2.3.3. The Committee **noted** that members of the PECC group attended a forum organised by Susan Proctor on Friday 6th September 2024 to discuss issues and challenges within strata buildings.
- 2.3.4. The Committee **noted** that Owners Corporation Network is holding a forum on Thursday 12th September 2024 at Southern Cross Club in Woden between 6:30pm and 8:00pm to discuss various strata issues with ACT Election Candidates.
- 2.3.5. PECC has distributed a report and questionnaire to Kurrajong candidates to garner individual positions on strata specific issues.
- 2.3.6. The Committee **noted the** Noise in Entertainment Precincts Consultation Process report and decision to amend the Environmental Protection Regulation 2005 to introduce new fit-for purpose Noise standards for entertainment noise in the CBD.
- 2.3.7. The Committee **discussed** the Four Corners report on strata and **noted** that the Grady Strata management agreement contains a clause disclosing that Grady's do not receive rebates, commissions or discounts from third party suppliers.

2.4. Building Managers Report

- 2.4.1. The Committee **reviewed** the Building Managers detailed report. Action items from the report have been taken up within the FM Working Group.

3. ADMINISTRATIVE MATTERS

- 3.1. The Committee **noted** that the finalised AGM package needs to be sent to Owners by 17/09/2024. The Committee agreed that the pack should be sent as soon as possible. Outstanding input to be sent to the Strata Manager before COB 13/09/2024.

- 3.2. The Committee **noted** the quote from ICU to extend the CCTV system coverage. The Committee requested that additional information relating to what is included in the proposed solution, as well as a detailed plan of location and accessibility be obtained. The Committee also **requested** additional quotes to be included.
- 3.3. The Committee **noted** that requested security signage has not yet been received. The Strata Manager will follow up.
- 3.4. The Committee **noted** that the quotes from Maritex for Door Open Too Long (DOTL) alarms for the external foyer doors and the fire doors have not yet been received. The Strata Manager will follow up.
- 3.5. The Committee **noted** the quotes received from SAS projects for the caulking project and are to be listed for consideration in the next EC Meeting.
- 3.6. The Committee **noted** that arrears have continued to reduce downward, although there are still some owners in arrears for the complex that are sitting with CCA debt collector.
- 3.7. The Committee **noted** that the Financial Year has been concluded within budget expectations. The Committee **approved** the financials for audit as presented.
- 3.8. The Committee **noted** that the bank cheques from bank guarantees held as security for the Project Coordination works have been received and will be highlighted in the September financial reports.
- 3.9. The Committee **reviewed** the alteration request from Unit 1305 for installation of fly screens on the balcony door and bedroom window. The Committee has requested that the Owner complete the correct Application prior to full approval being given.
- 3.10. The Committee **noted** that Zinfra was asked to check maintenance of gas meters and hot water meters. The Committee **requested** the Strata Manager ask Zinfra to provide an updated status list, including owners who are pending inspection.
- 3.11. The Committee **noted** that Bank of Queensland have engaged their retail services provider to upgrade their existing NBN broadband service in the complex. The Committee **requested** that Owners be notified in a timely manner of any impact on the building's internet services and details of when the installation is to take place.
- 3.12. The Committee **noted** that there is no further update in the matter of Spedding v UP3941.

4. Next Meeting

- 4.1. Next Meeting – Annual General Meeting – 1st October 2024

Meeting Closed: 6.30pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 13 November 2024 at 3:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Jeanette Adams, Peter Wilkinson
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Michael Grady, Radhika Sabharwal

1. CHAIRS WELCOME

- 1.1. The Committee **agreed** to elect Peter Wilkinson as Chair.
- 1.2. The Committee **agreed** to elect Jeanette Adams as Treasurer.
- 1.3. The Committee **agreed** to elect Jamie Mahon as Secretary.
- 1.4. The Committee **agreed** that all Committee members would be copied into correspondence relating to functional requirements of the Committee to ensure decision making process remains transparent. The Committee **agreed** that members with a declared conflict on a particular matter would not be included in correspondence relating to the matter where the conflict was agreed.
- 1.5. The Committee **requested** owners to nominate themselves for the executive committee if they are interested, given the existing casual vacancies. Applications will be considered upon receipt.

2. SUB-COMMITTEE

2.1. Defects & Cladding Working Group

2.1.1. Defects

- 2.1.1.1. The Committee **noted** that the appeal against Rectification Order 1 (Balconies, Balustrade Glass and alike) has been heard by the Supreme Court in October 2024. A decision is not expected for ~6 months in that matter.
- 2.1.1.2. The Committee **noted** that the appeal against Rectification Order 2 (Fire Defects) has been deferred in the ACT Civil & Administrative Tribunal until a decision has been made in the Supreme Court, given the arguments broadly overlap.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that vertical rope access completed leak repairs for some units, with those leaks related to non-caulked joints at the top of the fin cladding. Costs have been allocated to the drawn-down bank guarantees.
- 2.1.2.2. Dowse Projects are being followed up regularly for progress on the remediation of defects within Manhattan on the Park resultant from the cladding replacement works.

2.2. FM Working Group

- 2.2.1. The Committee agreed to appoint Jeanette Adams and Peter Wilkinson as FM working group representative.
- 2.2.2. The Committee **accepted** the FM Working Group Minutes for November 2024.
- 2.2.3. The Committee **noted** that the pool compliance repairs are scheduled for winter period. A number of repairs to rectify problematic pool compliance have already been completed, however final certification won't be undertaken until after the swimming season to ensure any further repairs required can be undertaken immediately.
- 2.2.4. The Committee **noted** the options of frosting part of the entry glass to prevent parcels being visible from outside the building. The

Committee **noted** that the AGM agreed not to proceed with further works on this frosting, thus the quote was not approved.

- 2.2.5. The Committee **noted** that an alternate contractor has been identified for the car park line marking works and will be asked to provide a quote during December 2024.
- 2.2.6. The Committee **agreed** to re-contract the cleaning contract for Manhattan on the Park with M&M Rolfe for a period of 1 year with 2 1 year options.
- 2.2.7. The Committee **noted** concerns raised with respect to the quality of the window cleaning at Manhattan on the Park. The Committee **further noted** that Touchdown have been engaged to complete a sample hard water staining clean of the glass, with a view to quoting complete hard water staining cleaning of the entire façade.
- 2.2.8. The Committee **agreed** to pay for repairs to a large crack in a concrete balcony ceiling as a test sample of longer-term soffit cracking repairs. The repair will be monitored over the long-term whilst awaiting outcomes of the Supreme Court decision to determine if this is the most appropriate long-term methodology after balcony re-waterproofing is complete.
- 2.2.9. The Committee **approved** a quote from ONBFS to complete hydrant and sprinkler repairs which sit outside Rectification Order 2's scope.
- 2.2.10. The Committee **requested** Grady Strata to explore options having a guard to secure the premises during the holiday period including Christmas Day, Boxing Day and New Year Eve.
- 2.2.11. The Committee **agreed** to install notice in the lift, notifying residents to watch for tailgating and report any suspicious activity to Grady Strata.
- 2.2.12. The Committee **noted** that works to address water leaks in to 5 units have been completed by VRA and are currently being monitored for success. Further works will be necessary to at least 3 other units, which will be undertaken once VRA has further availability of the façade repair team.

2.3. Major Work

- 2.3.1. The Committee **noted** quotes for roof remediation from AM & DM and Sutton roofing as per the Peak Consulting report and requested Grady Strata to conduct a quote comparison for approval out of session.
- 2.3.2. The Committee **noted** the Peak Consulting report regarding the planter box leaks and requested Grady Strata to source quotes for remediation per the scope.
- 2.3.3. The Committee **noted** the Peak Consulting report regarding façade re-sealing and noted quotes from VRA and SAS projects and requested Grady Strata to complete quote comparison, including reference checks against SAS Projects' Works.

2.4. Communication Working Group

- 2.4.1. The meeting **agreed** to appoint Annie Gregg as PECC group representative.

3. ADMINISTRATIVE MATTERS

- 3.1.1. The Committee **noted** that the house rules approved at the Annual General meeting have been applied for registration against title.
- 3.1.2. The Committee **requested** Grady Strata to explore options to address the on-going letterbox break-ins. This includes gated entries on each end of the mailbox entry area with coded access control systems.
- 3.1.3. The Committee **noted** that a mark-up of proposed locations is being sought from ICU for installation of additional CCTV cameras.
- 3.1.4. The Committee **noted** that quotes for DOTL alarms are awaited.
- 3.1.5. The Committee **noted** financial reports till date and that long-term arrears have reduced substantially, with no outstanding long-term cladding remediation arrears.
- 3.1.6. The Committee **approved** a pet application for Unit 1604.
- 3.1.7. The Committee **approved** a request to increase the spa temperature 4 degrees. This will be monitored to see if successful, and whether it also attracts misbehavior.
- 3.1.8. The Committee **agreed** to send out the Owner Maintenance reminder with trades details.
- 3.1.9. The Committee **approved** alteration request for carpet replacement for Unit 420.
- 3.1.10. The Committee **agreed** to send a reminder to residents about drying washing on balconies. This is still not permissible under the Rules and appears to have become more commonplace recently.
- 3.1.11. The Committee **agreed** to send a reminder to residents not to lean bikes against balustrades as it spoils the laminate.
- 3.1.12. The Committee **noted** complaints about floorboard noise in Unit 1603 travelling to the unit below. The installation appears to have occurred quite some time ago and is likely 'grandfathered' from before appropriate Rules regarding noise attenuation were in place. The Committee **agreed** to write to Unit 1603 to request they utilize rugs in their unit to prevent noise transfer.
- 3.1.13. The Committee **noted** that an insurance claim has been lodged as a response to alleged mould issues in Unit 1523. The insurers assessor inspected 1523 to identify if there was any mould present, moisture, or damage that would make the property unfit to stay in. However, the inspection was all normal. The Committee **noted** that CHU has offered the owners for Restorx to undertake deep clean and scrub to remove all possible mould that may be present.
- 3.1.14. The Committee **noted** that there has been no outcome in Spedding v UP3941.

4. Next Meeting

- 4.1. The meeting agreed to schedule EC meeting on second Wednesday of each month at 5:00pm.

Meeting Closed: 4:10pm

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— 1st October 2024

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).

☐ **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
1 st October 2024	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.



..... 01/10/2024

[†] 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* (UTMA 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
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 1st October 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 in Person & Via Zoom: Representatives for Units: 3, 305, 316, 320, 321, 422, 501, 510, 515, 519, 701, 705, 722, 815, 816, 817, 823, 906, 910, 920, 1008, 1102, 1112, 1214, 1222, 1310, 1305, 1308, 1310, 1319, 1323, 1411, 1414, 1417, 1419, 1422, 1505, 1513, 1519, 1609, 1610

In attendance: Michael Grady & Radhika Sabharwal– Grady Strata & Facilities

Proxies: Representatives for Units: 320, 1217

Absentee Voting Forms: 306, 711, 808, 1517, 1611

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 outlined the operational requirements of the meeting owing to the electronic methods adopted, noting particularly that voting would be undertaken via Zoom with additional to be provided via the chat function for representatives with multiple units or proxies. In-person votes would be cast by raising the voting paddles for each motion.

The managing agent advised that a quorum had not been achieved and therefore the meeting would officially re-commence at 6:30pm.

The managing agent gave an overview of the critical issues addressed with the support of the Executive Committee, as well as an outline of the ongoing projects planned for the new financial year.

Motion 1: Minutes of General Meeting 29 May 2024 (Ordinary Resolution)

Motion 1: *"That the minutes of the GM held on the 29th of May 2024 be confirmed as an accurate record of that meeting."*

Motion Carried

Motion 2: Financial Statements (Ordinary Resolution)

Motion 2: *"That the Owners - UP 3941 RESOLVE to accept the audited financial statements for the period ending 31 July 2024 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 Corporation RESOLVE to update the Sinking Fund Plan to:*

- *Bring forward \$439,200 of funds allocated to Item 23 of the Sinking Fund Plan from 2026 to 2024 to address planter box leaks on L3.*
- *Bring forward \$121,551 of funds allocated to Item 46 of the Sinking Fund Plan from 2026 to 2024 to address necessary safety repairs to the mod-wood decking.”*

The meeting noted that the proposal to bring these items forward is to address insurers concerns with respect to the Level 3 leaks and potential safety concerns with the supports of the mod-wood decking. It is anticipated both projects will be completed after the swimming season concludes.

Motion Carried

Motion 5: 1 August 2024 to 31 July 2025 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 \$1,863,245.74 for the period of 1 August 2024 to 31 Jul 2025 and that a contribution be determined to the Administrative Fund of \$1,445,245.74 (plus GST) to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 9 November 2024, 1 January 2025, 1 April 2025 and 1 July 2025.”*

Motion Carried

Motion 6: 1 August 2024 to 31 July 2025 Sinking Fund Budget & Levy (Ordinary Resolution)

Motion 6: *“That the Owners – Units Plan 3941 RESOLVE by Ordinary Resolution to adopt a Sinking Fund expenditure budget of \$1,147,638.83 for the period of 1 August 2024 to 31 Jul 2025 and that a contribution be determined to the Sinking Fund of \$678,086 (plus GST), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 9 November 2024, 1 January 2025, 1 April 2025 and 1 July 2025.”*

Motion Carried

Motion 7: Cladding Special Purpose Fund (Special Resolution)

Motion 7: *“That the Owners – Units Plan 3941 RESOLVE by Special Resolution to adopt a Cladding Special Purpose Fund expenditure budget of \$137,704.93 for the period of 1 August 2024 to 31 Jul 2025.”*

The meeting noted that the intent of this motion is to address redemption of securities against the contract with Project Coordination Australia Pty Ltd and remediation of defects utilizing those funds. Dowse have been engaged for this purpose and have tendered the work to the market. Indicative cost of the repairs falls slightly below the amount of security held.

Motion Carried by Special Resolution

Motion 8: Insurances (Ordinary Resolution)

Motion 8: “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 28 August 2024 – 28 August 2025, and agree for the policy/s to be adjusted on renewal in consultation with the Executive Committee for the following renewal period.”

The meeting noted that a for the first time in several years a 12-month insurance policy was able to be sourced from the market following removal and replacement of flammable cladding on the façade and in the basements. Defects remain a concern for the insurers and the Owners Corporation is regularly updating the insurer on those matters.

Motion Carried

Motion 9: Rule Amendments (Special Resolution)

Motion 9: “That the Owners – UP 3941 RESOLVE by Special Resolution to repeal the existing Rules of Units Plan 3941 (except those not permissible under Legislation) and adopt the Draft Rules supplied with the 2024 Annual General Meeting Package as the Owners Corporations Rules.”

The meeting note that the Executive Committee had updated the Rules as requested by Owners at recent General Meetings, with an opportunity for feedback provided to all owners. The relevant feedback received and any amendments made following that feedback was provided to all owners in advance of the meeting for consideration.

The meeting noted that the Rules will be registered against the buildings title upon expiry of the Reduced Quorum Period.

Motion Carried by Special Resolution

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS

The meeting **noted** that the Owners Corporation has delegations in place to Grady Strata, which are provided under contract with Grady Strata & Facilities. A copy of this contract is available via email request to Grady Strata.

The meeting **noted** that two sub-committee are in operation, a facilities working group and a defects working group. The delegations and authorities of these sub-committees are reviewed and updated at the first EC Meeting of the incoming EC and noted within those minutes.

MAINTENANCE ISSUES & CONTRACTS

The meeting **noted** that routine maintenance has continued to be undertaken in accordance with the routine maintenance schedule, which is reviewed by the Facilities Management and sub-committee on an ongoing basis that includes items such as carpet cleaning, tile scrubbing, external window cleaning, hot water system preventative maintenance and repair etc.

The meeting **noted** that several on ongoing maintenance contracts include those for window cleaning and general building cleaning, have been tendered throughout the year.

The meeting **noted** window cleaning is scheduled for the coming week. The managing agent will coordinate with the contractors to address the façade leaks in the listed units while they are abseiling.

MAINTENANCE PLAN

The meeting **noted** that the maintenance plan drafted by Wise Choice which is in accordance with the Sinking Fund Plan that includes monthly, quarterly, 6-monthly, annually and a longer-term maintenance schedule and a description of the type of maintenance required to each asset. A copy of the maintenance plan is available via the Owners Portal or on request via email to Grady Strata.

STRUCTURAL DEFECTS

The meeting **noted** that there will be a continuous work to progress the defects matters. A new Rectification Order has been issued to the builder for defects related to fire safety, particularly passive fire defects within the property, alongside the first rectification order which includes balcony waterproofing repairs, glazing replacement and crack injection works. The meeting requested Owners to submit items for consideration if they see any unusual cracking within the building.

FIRE SAFETY REVIEW

The meeting **noted** that the buildings fire equipment and assets are presently being serviced in accordance with the relevant Australian Standards by O'Neil & Brown Fire.

INSURANCE CLAIMS

The meeting **noted** that the outstanding insurance claim for the solar panels, which were damaged by the hailstorm 2021, has now been resolved. The panels have been replaced, and the claim has now been closed. Panels were replaced with like-for-like panels to the existing (high quality) panels, but the inverters have been upgraded to minimize string runs in the panels.

The meeting **noted** there are no active insurance claims.

GENERAL BUSINESS

Motion 10: Election of Executive Committee (Ordinary Resolution)

Motion 10: *"The Owners Corporation agree to create 7 Executive Committee positions."*

Motion Carried

Motion 10.1: *"That the Owners Corporation agree to appoint Jeanette Adams, Peter Wilkinson and Jamie Glynne to stand as an Executive Committee Members unit the next Annual General Meeting."*

Motion Carried

OTHER BUSINESS

1. The meeting **considered** an options paper from the Committee with respect to parcel delivery and collection. The meeting **informally agreed** that no actions or alternatives will be considered at this time.
2. The meeting **noted** that residents have been discarding items in the lift. To address this nuisance, the upcoming Executive Committee will consider enhancing security by installing additional CCTV cameras.
3. The Committee **noted** that there has been a recent spate of mailbox break-ins and the Strata Manager is working with ACT Policing to try and identify the culprits.

Meeting closed at 8:05pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 14 August 2024 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Annie Gregg, Tracey Blunt, Jeanette Adams, 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, 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 Mr Jolley's submissions have been submitted with respect to the Supreme Court case, with the Owners Corporation and the Construction Occupations Registrar's Representatives now working on their respective responses within the court's timelines.
- 2.1.1.2. The Committee **noted** receipt of advice from the Construction Occupations Registrar that a Rectification Order has been issued against Mr Jolley with respect to the Fire Safety Defects, which sit outside the Rectification Order being appealed in the Supreme Court. Communications will be drafted to advise owners of this development and provide them with a copy of the Rectification Order.
- 2.1.1.3. The Committee **noted** that several matters have not been included within the Fire Rectification Order, mostly related to door locking mechanisms, some missing door tags, signage and hydrant chains/straps. The Executive Committee **agreed** to arrange rectification.
- 2.1.1.4. The Committee **noted** that Façade Leak repairs have been completed on Units 1002, 502, 1323, 419, 906, 1319 and 1419 via Vertical Rope Access (VRA). VRA's report has been received, and further works are required to Units 1419, 502, 419 and 906 should these continue to leak.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that the Bank Cheques for the Bank Guarantees for security of the Project Coordination Australia works are being collected in August. These will be reflected in the Special Purpose Fund for next year, given the OC will need to arrange repairs utilizing these Guarantees.
- 2.1.2.2. The Committee **noted** that Dowse Projects have been followed up for a status update on tendering the outstanding defect repair works from the façade re-cladding.
- 2.1.2.3. The Committee **noted** Dowse Projects continues to pursue the manufacturer and installer of the cladding panels affixed to the Manhattan on the Park Façade for the Manufacturer's Warranty documents for the products. The installer has not been cooperative in this regard, as they need to lodge the applicable documents to receive warranty from the supplier.

- 2.1.2.4. The Committee **noted** that Canberra Building Services have inspected two reported defects of the storage cage re-cladding on Units 1414 and 523. Repairs have been completed to Unit 1414, but the panel on Unit 523's case is scratched and requires replacement.

2.2. FM Working Group

- 2.2.1. The Committee **accepted** the FM Working Group Minutes for August 2024.
- 2.2.2. The Committee **noted** that Unit 1611 has reported a leak into their unit from the roof via the exhaust system. Sutton Roofing have been engaged to repair, given the persistence of the leak.
- 2.2.3. The Committee **noted** that an inspection of leaks will occur next Monday into Unit 1506. Grady Strata will update the Committee following the inspection.
- 2.2.4. The Committee **noted** that the pool handrail installation is now complete. During this inspection, it was noted that the pool decking joists are in a worse condition than originally anticipated, and will require remediation next Winter. Funds will be sought to be brought forward in the Sinking Fund as necessary to next Financial Year.
- 2.2.5. The Committee **noted** that the pool compliance works resultant from the recent pool barrier inspection should be completed by the end of next week.
- 2.2.6. The Committee **noted** that the fire door inspection report from O'Neill and Brown Fire has been received. The outcomes mirror fairly closely those of the existing AED report, which is the basis of many of the defects in the Fire Rectification Order.
- 2.2.7. The Committee **noted** that the forecourt planting works should be completed by Outscapes shortly. They have been unusually busy for the Winter season, which has delayed their works.
- 2.2.8. The Committee **noted** that gaining quotes for the cleaning of the complex outside of that of M&M Rolfe is proving difficult. Two further cleaning companies have been invited to tender and will inspect the site next week.
- 2.2.9. The Committee **noted** that KONE have now provided their updated report of remediation items completed on the lifts following the independent audit earlier in the year. All works are now complete. Quotes for next year's audit (and a 3-year contract) are still being pursued.
- 2.2.10. The Committee **noted** that two companies have rejected quoting for the line marking of the complex, despite the size of the job. Further companies are being sourced.
- 2.2.11. The Committee **noted** that car park cleaning is occurring next week on Wednesday and Thursday.
- 2.2.12. The Committee **noted** that the replacement solar panels on the roof are now fully operational, however there are a small number of compliance items to complete, such as injection testing and the final electrical safety inspection. Furthermore, the internet connection to the solar production monitoring system is not yet functional, so reporting is not yet being produced. All of these things are being followed up via SolarHub before final payment will be released. The insurer has paid their portion of the works in full, noting the OC paid some additional cost for upgraded inverters to reduce the string size between panels for efficiency gains.

- 2.2.13. The Committee **noted** that a small number of panels have been placed over anchor points, with VRA will need to move. The insurer will be asked to pay these costs.
- 2.2.14. The Committee **approved** a quote from VRA for the next window clean, which is at the same price as the prior window clean.
- 2.2.15. The Committee **noted** that the failed exit lights from the last re-test are in the process of being replaced by Maritex and should be complete shortly.
- 2.2.16. The Committee **agreed** to book carpet cleaning for November.
- 2.2.17. The Committee **noted** that the lights outside the basement lifts are becoming old and are becoming too hot and damaging the inside of the fittings. All of these lights will be budgeted to be changed in the next financial year.
- 2.2.18. The Committee **agreed** to the need to replace the Northern Foyer Lights next Financial Year and to add these costs to the budget.
- 2.2.19. The Committee **noted** that they are still having difficulty arranging Master Gym Tech to rearrange the gym equipment and repair the covers on the arms of the ab raise machine. Furthermore, one of the pull tags on one of the treadmills is missing and has been asked to be replaced with works not yet being completed. Service level concerns have been raised with Technogym.
- 2.2.20. The Committee **approved** the purchase of 5 additional sun lounges before Summer for the pool area.
- 2.2.21. The Committee **noted** that the new stretching posters have been lost in transit. A refund will be arranged and an alternate supplier found, given the constant delays.
- 2.2.22. The Committee **agreed** to source a design and quote of 2 * gym signs at 900mm * 1200mm for the back walls reading 'Use It – Clean It – Return It.'. The font used will be in a color intended to stand out, given how few gym users seem to be able to follow this directive despite it being posted in smaller letters in the gym (in different words).
- 2.2.23. The Committee **agreed** to source a quote for a sign reading 'Do not drop weights' to place in the lesser padded non-raised area.
- 2.2.24. The Committee **noted** that one of the older ellipticals appears to be making loud noises and needs repairs. MasterGymTech will be engaged.
- 2.2.25. The Committee **approved** a quote from Maritex to install two new sensors facing the treadmills and ellipticals to stop the lights turning off after 30 minutes if nobody goes past the existing sensors.
- 2.2.26. The Committee **noted** that repairs have been completed to stop a leak into Units 1419 and 906.

2.3. **Communications Working Group**

- 2.3.1. The Committee **noted** that the Rule Feedback will close on 31 August 2024, following which the feedback will be considered and compiled by the Committee before updates to the Rules where deemed necessary by the Committee. This final suite of Rules will then be presented at the AGM for consideration of adoption by Owners.
- 2.3.2. The Committee **agreed** to remind all residents not to dispose of items over their balconies (water, detritus, etc.).
- 2.3.3. The Committee **noted** that a unit moving out of the complex damaged the wall on Level 9. The owner has been informed of the damage and costs for repair will be recovered from them.

2.3.4. The Committee **noted** that the PECC group met on 5 August and discussed a strategy approach of specific issues positions for candidates in the ACT Election. Each response will be rated by PECC, then distributed to the various ECs for consideration of their Owners Corporations.

2.3.5. The Committee **noted** that the Owners Corporation Network is holding a forum on 12 September 2024 at the Southern Cross Club in Woden between 6:30pm and 8:00pm to discuss various strata issues with ACT Election Candidates. Owners are encouraged to attend to have their voice heard. A notice will be placed up in the complex advising of the event when produced by OCN.

2.4. **Building Managers Report**

2.4.1. The Committee **reviewed** and **adopted** the Building Managers detailed report. Action items from the report have been taken up within the FM Working Group Items. Chris was thanked for his diligence and hard work.

3. **ADMINISTRATIVE MATTERS**

3.1. The Committee **noted** that arrears have continued to reduce downward, however there are still approximately 2 problematic owners in arrears for the complex.

3.2. The Committee **noted** that Financial Year of the Owners Corporation has been completed, with budget ending broadly on-terms with expectations. The Committee **approved** the financials for audit as presented.

3.3. The Committee **noted** that the following items are listed for inclusion in the AGM Pack for this year, outside of those required by legislation:

- a) Defects Update
- b) Parcel Lockers Update (as per 2023 AGM Motion).
- c) Rule Review.

3.4. The Committee **agreed** to hold the AGM in the first week of October.

3.5. The Committee **noted** that electronic noticeboards were installed in the foyers of Manhattan by mistake, owing to long-term lead times of a major project in the ACT. The Committee **noted** that removal and make-good works are occurring at no cost to the Owners Corporation.

3.6. The Committee **agreed** to review the budget and draft AGM Package out-of-session once compiled. The draft budget presented appears well considered, but requires detailed review.

3.7. The Committee **noted** that the following updates on security matters:

- a) Additional CCTV Cameras - ICU have inspected site and will provide recommendations, but have not yet sent through a quote.
- b) Additional CCTV Signage – ICU will provide as necessary if awarded the CCTV upgrades. Otherwise, Screenmakers will quote.
- c) 'Do Not Open Too Long' alarms on external entry doors and fire stair doors on the ground level – SM to follow up with Maritex.
- d) A security audit across the entire complex – No suppliers have been able to be identified. This will not be pursued for now.

3.8. The Committee **agreed** to undertake considerations at next meeting toward Security Guarding Services for the building, given recent alarming things occurring in the city area.

3.9. The Committee **agreed** to remind the owners of the empty commercial tenancy to tidy up the front entry area, which looks unsightly.

3.10. The Committee **approved** a flooring application from Unit 316. Mr J Mahon declared a Conflict of Interest and was excluded from voting.

3.11. The Committee **noted** that there is no further update in the matter of Spedding v UP3941.

4. Next Meeting

4.1. Next Meeting – Wednesday 11 September 2024.

Meeting Closed: 6.50pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Monday 22 July 2024 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Annie Gregg, Tracey Blunt, Jeanette Adams, Peter Wilkinson

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady

APOLOGIES: Radhika Sabharwal

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 Supreme Court arguments with respect to the two defects appeals were due to the Supreme Court on 22nd of July 2024, with the Owners Corporations (OC's) arguments on the OC's appeal (costs and additional units for inclusion). Mr Jolley's appeal arguments have not yet been received, however it is assumed they will be received by Wednesday 24 July 2024.

- 2.1.1.2. The Committee **noted** that the Fire Safety Defects matter is ongoing with the Registrar, however no further update has been received following the inspections undertaken of the fire doors by Mr Jolley's Expert during June 2024. The Strata Manager will request an update from the Registrars Office.

- 2.1.1.3. The Committee **noted** that Façade Leak repairs have commenced on Units 1002, 502, 1323, 419, 906, 1319 and 1419 via Vertical Rope Access. Those repairs should now be complete, however the close-out report on the repairs undertaken has not yet been received. All units will be requested to monitor their units for ongoing leaks to determine whether repairs have been successful before undertaking any internal damage repairs.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that several attempts have been made to redeem the Bank Guarantees (BG) held at National Australia Bank. It appears that confusion at the bank has delayed receipt of the necessary cheques in-branch, however the cheques are now available for collection. This conversion of security from Bank Guarantees to Cash is a reversal of an earlier agreement with PCA regarding how their security will be retained.

- 2.1.2.2. The Committee **noted** that Dowse Projects have been engaged to undertake a full tender of necessary defect repairs for the façade cladding defects caused by Project Coordination. A cost for each defect has been requested from each builder invited to tender, such that discussions can then commence to agree to the cost of each repair to be drawn from the BG's before works commence.

- 2.1.2.3. The Committee **noted** Dowse continues to pursue the manufacturer and installer of the cladding panels affixed to the Manhattan on the Park Façade for the Manufacturers Warranty

documents for the products. This matter is progressing rather slowly, and BG's may be used in future to negotiate a successful outcome.

- 2.1.2.4. The Committee **noted** that Canberra Building Services have inspected two reported defects of the storage cage re-cladding on Units 1414 and 523. A detailed response from CBS will be received shortly identifying if the cause was their works or other existing frame damage.

2.2. FM Working Group

- 2.2.1. The Committee **accepted** the FM Working Group Minutes for June 2024.
- 2.2.2. The Committee **noted** that leaks appear to have returned to Unit 1506, which were temporarily repaired by sealing the above two balconies over the top of the tiles. Given it was expected these repairs would only last a limited amount of time, the Committee **approved** works to be undertaken as necessary to temporarily stop the leaks to this unit from above whilst full repairs are awaited via the Supreme Court dispute.
- 2.2.3. The Committee **approved** a quote from Maritex Electrical to undertake replacement of failed Emergency & Exit Lights following a corrected re-test from O'Neill and Brown Fire.
- 2.2.4. The Committee **noted** that the next car park clean has been booked for 21 and 22 August 2024.
- 2.2.5. The Committee **agreed** to install a large sign in the gym with simple words saying 'Use It – Clean It' to address the continued oversight of gym users in cleaning down their equipment after use.
- 2.2.6. The Committee **noted** that the cleaning tender has not yet been completed, owing to the slow receipt of quotes from alternate tenderers to the existing cleaning company. Quotes are being pushed to finalization.
- 2.2.7. The Committee **noted** receipt of a quote from HVAC Canberra to relocate the AC controller for the gym, which was requested by an owner in the building. The Committee **declined** to proceed, noting that the AC controller, whilst not in the ideal position, is still easily reachable and any movement would leave a hole in the glass in the gym which would be difficult to appropriately fill.
- 2.2.8. The Committee **noted** that quotes are yet to be received from companies for re-line-marking the car spaces. These will continue to be pursued.
- 2.2.9. The Committee **noted** that the pool handrail will be installed during July, along with necessary amendments to nearby infrastructure to the pool to bring the pool in to compliance with new pool safety reporting regimes in the ACT.
- 2.2.10. The Committee **noted** that Technogym have not yet provided a price for relocating the gym equipment as agreed by the Committee earlier in the year. They continue to be pursued to provide a final price for this work. When these works are underway, the Strata Manager will be requested to be on-site to ensure the movements accord with the detailed instructions agreed by the EC earlier in the year.
- 2.2.11. The Committee **noted** that the solar installation is progressing well with SolarHub and crane lifts for the works have been completed.
- 2.2.12. The Committee **noted** that the following matters are being scoped and/or quoted as necessary and requested by the insurer:

- a) Face sealing of precast panels that do not appear filled – Quoting via SAS Projects and VRA.
- b) Roof Defect Remediation – Reinspection by Peak Consulting to better scope up the works necessary, despite existing scope provided by Sutton. Peak's scope will allow a more genuine market approach and Supervision ability.
- c) Leaks from planter boxes and in to L2 Basement – Peak are scoping repairs to these locations, along with mapping where each issue is and their severity.

2.3. Communications Working Group

- 2.3.1. The Committee **reviewed** the final drafts of the Rules documents, and **agreed** on the final drafts of the Rules (including policies as addendums), feedback form formatting and general notification of timings to owners. The Committee **agreed** that feedback would need to be received in writing with the name of the owner provided, such that any discussion at the AGM on the Rule updates and feedback could be appropriately linked to the owner providing that feedback, allowing open and honest debate to occur.
- 2.3.2. The Committee **agreed** to mock up a short sign for provision to all Owners for the purposes of placing on the fridge of any Short Term Rental apartments, which will be a list of helpful hints about the complex designed to ensure all occupants are aware of where things are, when they close, and idiosyncrasies within the building itself.
- 2.3.3. The Committee **noted** that PECC has now written to local election candidates on the following topics:
 - a) Gas to Electric Changeover Assistance
 - b) EV Charging Information & Assistance
 - c) Lithium Ion Safety Advice
 - d) Building Defects
 - e) Reduced Quorum Provisions and Impact on Operation of UPs
 - f) Strata Manager Training & Licensing
 - g) Insurance Commissions
 - h) ACAT Dispute Resolution Mechanisms
 - i) Addressing Parking on Common Property
 - j) Homelessness and Squatters

2.4. Building Managers Report

- 2.4.1. The Committee **reviewed** and **adopted** the Building Managers detailed report. Action items from the report have been taken up elsewhere in these minutes.
- 2.4.2. The Committee **noted** a request from the Building Manager to adjust his hours as necessarily approved by the OC to change arrangements each Friday. The Committee **agreed** for Grady Strata to provide a replacement BM each Friday, with the regular BM to leave a list of duties for completion by the replacement BM each Friday. Detailed handover notes will be necessary to ensure seamless operation.

3. ADMINISTRATIVE MATTERS

- 3.1. The Committee **noted** that arrears have continued to reduce downward, however there are still approximately 3 problematic owners in arrears for the complex. These are all well underway in pursuit through the legal system.
- 3.2. The Committee **noted** that the financial status of the Owners Corporation is forecast to end on-budget.

- 3.3. The Committee **noted** that the following items have begun to progress in terms of complex security upgrades:
- a) Additional CCTV Cameras, especially in blind areas in the basement and entry areas – ICU have inspected site and will provide recommendations.
 - b) Additional CCTV Signage – ICU will provide as necessary if awarded the CCTV upgrades. Otherwise, Screenmakers will quote.
 - c) 'Do Not Open Too Long' alarms on external entry doors and fire stair doors on the ground level – CXI and Maritex requested to quote but have not yet attended site.
 - d) A security audit across the entire complex – Availability of contractors for this purpose is limited with no responses from the two companies identified so far.
- 3.4. The Committee **noted** that the electricity contract with ActewAGL has expired as of very early July. A full market tender was undertaken by EnergyBrokers and SmartestEnergy provided the most competitive offer. As such, the Committee **agreed** to enter a contract with SmartestEnergy for electricity supply for the next 3 years.
- 3.5. The Committee **noted** that the insurance tender is underway with Arthur J Gallagher. The insurer has noted that they will undertake a risk assessment of the complex within the next 30 days.
- 3.6. The Committee **noted** that the recent works by Zinfra to replace the Hot Water Meters within units have identified a lack of internal unit maintenance being undertaken by Owners. The Committee **agreed** to a draft notice to Owners advising them of some maintenance they should be undertaking within their units.
- 3.7. The Committee **noted** a request for further works in the basement to reduce speeding, with recent instances of considerable speed noted in the car park. The Committee **noted** that most of the slabs (if not all) are suspended, and as such any physical barrier would need to be carefully considered within the basement, as it will carry with it risk of transfer of noise upward. The Committee **agreed** to seek further signage costs, with the BM to investigate potential beneficial areas.
- 3.8. The Committee **noted** that there is no further update in the matter of Spedding v UP3941.

4. Next Meeting

- 4.1. Next Meeting – Wednesday 10 August 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 policy. 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 house 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

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Teams on Wednesday 12 June 2024 at 5:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Jamie Mahon, Annie Gregg, Tracey Blunt, Jeanette Adams, 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, 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 the Builder has arranged for further inspection of select units for the purposes of responding to the Notice of Intention to issue a Rectification Order from the Construction Occupations Registrar with respect to fire safety defects. These inspections occurred on Wednesday 12 June 2024, with the outcomes to be reported at a future date.
- 2.1.1.2. The Committee **noted** that the General Meeting approved funding and continuation of participation in the Supreme Court matter relating to a Rectification Order issued to the Nominee of the Builder who constructed Manhattan on the Park. These decisions will be binding 28 days after the meeting date. MinterEllison will be instructed accordingly and provide updates as the matter progresses.
- 2.1.1.3. The Committee **noted** that 5 units have contacted Grady Strata to report ongoing or continued water leaks into their units, mostly from the glazing systems. Vertical Rope Access have been booked for 5 July 2024 to complete temporary repairs whilst more substantive planning continues with Wise Choice for long-term remediation of these leaks.

2.1.2. Cladding

- 2.1.2.1. The Committee **noted** that pursuit of defect and damage repairs from Project Coordination Australia (via their Administrators) is ongoing and agreement has not yet been received for the defects.
- 2.1.2.2. The Committee **noted** Dowse continues to pursue the manufacturer and installer of the cladding panels affixed to the Manhattan on the Park Façade for the Manufacturers Warranty documents for the products. Fair Trading will be contacted should the Installer not submit the necessary warranty requests with the distributor to facilitate the manufacturer providing these warranties. Whilst there is a payment dispute between the parties, the Owners Corporation is the end user and has paid all relevant costs related to this matter and should not be disadvantaged as a result of their dispute.
- 2.1.2.3. The Committee **noted** that there are three units with issues following the storage cage re-cladding, which CBS have been requested to remedy.

2.2. FM Working Group

- 2.2.1. The Committee **accepted** the FM Working Group Minutes for June 2024.
- 2.2.2. The Committee **noted** that the Elliptical is scheduled for delivery in June 2024, during which the gym equipment will be shifted around in accordance with earlier agreement from the EC.
- 2.2.3. The Committee **noted** that the Foam Rollers and Bosu Ball replacements have arrived and will be installed in the gym shortly.
- 2.2.4. The Committee **noted** that Screenmakers will be followed up for the updated signage designs for the gym, which distill the raft of critical information in the gym to a more digestible format.
- 2.2.5. The Committee **noted** that Stretching Posters that are framed have been ordered for installation in the gym, but are yet to arrive. ETA of late June 2024.
- 2.2.6. The Committee **noted** concerns with the cleaning of the lower-levels of the gym equipment. This will be followed up with M&M Rolfe to ensure the equipment is being detail cleaned by the cleaners.
- 2.2.7. The Committee **agreed** to discuss further with the Building Manager the potential locating of a bench/table to place cleaning items for after equipment use.
- 2.2.8. The Committee **noted** that the lift repairs identified during the audit from Elevator Consultancy Services (ECS) have been addressed in full by KONE. An annual audit quote from ECS is being procured.
- 2.2.9. The Committee **approved** a quote from Outscapes to repair leaks in the Forecourt irrigation.
- 2.2.10. The Committee **noted** that quotes for car space line marking are being pursued by Grady Strata, but have not yet been received.
- 2.2.11. The Committee **noted** that the certification inspection for the pool has been completed, however the pool has been found not to have compliant external barriers. The Committee **agreed** to have these matters addressed during the pool handrail installation to maintain safety around the pool for children.
- 2.2.12. The Committee **agreed** to review the solar inputs from the solar system to ensure a comparative analysis can be undertaken between the prior systems performance and the new replacement systems performance (from a usage and cost basis) once it is installed. The replacement solar system is on track for installation in July.
- 2.2.13. The Committee **agreed** to proceed with the O'Neill and Brown Fire Services (ONBFS) quote for fire sprinkler system pump and sprinkler repairs.
- 2.2.14. The Committee **noted** that ONBFS are re-auditing the emergency and exit lights to ensure their report is accurate following discrepancies between the BM's data and that of ONBFS.
- 2.2.15. The Committee **noted** that ONBFS were only able to get through less than 50% of doors for the unit door inspections, owing to travel time for booking times for units between buildings. ONBFS will be asked to provide further additional slots for inspection at no cost.
- 2.2.16. 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.

2.3. Communications Working Group

- 2.3.1. The Committee **agreed** to review the Rules and Policy Documents for inclusion in the Rules over the next two weeks before distribution with feedback documents.
- 2.3.2. The Committee **noted** the written PECC Report, which includes initiatives being driven by PECC to local Ministers seeking change within the Strata Industry. Topics of focus include:
 - a) Gas to Electric Changeover Assistance
 - b) EV Charging Information & Assistance
 - c) Lithium Ion Safety Advice
 - d) Building Defects
 - e) Reduced Quorum Provisions and Impact on Operation of UPs
 - f) Strata Manager Training & Licensing
 - g) Insurance Commissions
 - h) ACAT Dispute Resolution Mechanisms
 - i) Addressing Parking on Common Property
 - j) Homelessness and Squatters
- 2.3.3. 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.

3. ADMINISTRATIVE MATTERS

- 3.1. The Committee **noted** that arrears have reduced considerably since last EC meeting, however there are still two long-term debtors in significant debt. Legal action is being pursued against these unit owners for recovery, however this action takes some time to complete. Otherwise, short-term (<60 days) debt has increased beyond the norm, but appears to be trending downward.
- 3.2. The Committee **noted** that the financial status of the Owners Corporation is forecast to end on-budget.
- 3.3. The Committee **noted** that there have been several recent break-ins over a short period of time. In most cases, it has been difficult if not impossible to identify how the thieves gained access, despite CCTV and Access Control Records being extensively reviewed. As a result, the EC agreed to seek quotes for:
 - a) Additional CCTV Cameras, especially in blind areas in the basement and entry areas.
 - b) Additional CCTV Signage.
 - c) 'Do Not Open Too Long' alarms on external entry doors and fire stair doors on the ground level.
 - d) A security audit across the entire complex.
- 3.4. The Committee **noted** that there is no further update in the matter of Spedding v UP3941.

4. Next Meeting

- 4.1. Next Meeting – Wednesday 10 July 2024.

Meeting Closed: 6.34pm

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 occurring 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 occurring, 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

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 occurring 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

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 Procure 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 scheduled 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 occurring 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 of 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 Rule 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

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 facade 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

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 occurring 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



**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 recommence 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 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

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

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 Bibb 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 Bibb 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 occurring 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 Bibb 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



**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).

☐ **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.



..... [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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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* (UTMA 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

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- 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* (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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 Rectification 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 in 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 with 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.

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 from 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 occurring.
- 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 to 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.

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 a determination from 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.

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.

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.
 - o 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.

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.

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 proposed, 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 occurring 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.

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.

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

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 down 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

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

20 July 2022

File No: 1152.20

The Owners UP3941

C/o Julie Edgerton

Grady Strata & Facilities

PO Box 3197

Manuka ACT 2603

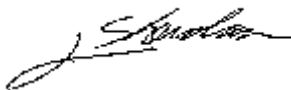
Dear Julie,

**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 occurring 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.

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 35 POINTS**

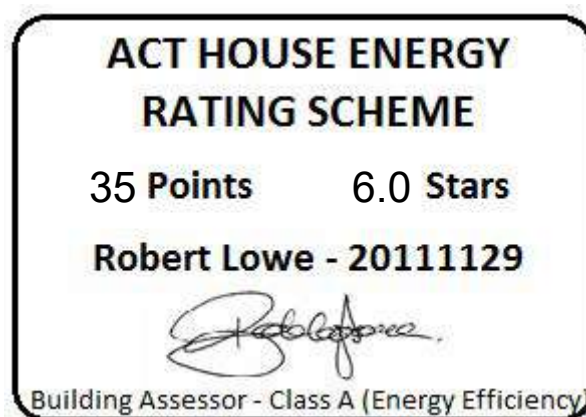
Name: Majadas

Ref No: 68885

House Title: Unit 183 Block 1 Section 52 CITY

Date: 19-03-2026

Address: 824/240 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.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	35											
Potential	47											

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 12

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	35	★★★★★★

Largest windows in the dwelling;

Direction : SSE

Area : 12 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. South East	38	★★★★★★
2. South	35	★★★★★★
3. South West	36	★★★★★★
4. West	38	★★★★★★
5. North West	44	★★★★★★
6. North	46	★★★★★★
7. North East	47	★★★★★★
8. East	41	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 183 Block 1 Section 52 CITY, 824/240 Bunda Street, Canberra ACT 2601**

Assessor's Name:

Net Conditioned Floor Area: **56.2 m²**

Feature				Points		
				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	111	Insulation:	-98			
WALL				-5	1	-4
Surface Area:	-7	Insulation:	5	Mass:	-2	
FLOOR				22	-5	17
Surface Area:	16	Insulation:	-2	Mass:	4	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	8
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	39 %			
Exhaust Fans	36 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	25 %			
DESIGN FEATURES				0	-1	-1
Cross Ventilation	-1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-21	-7	-28
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	1	2%	-3	2	0	-1
SSE	12	21%	-31	11	-7	-27
Total	13	23%	-34	13	-7	-28

* 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 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			19	-12	35*

* includes 28 points from Area Adjustment

Detailed House Data

House Details

ClientName	Majadas
HouseTitle	Unit 183 Block 1 Section 52 CITY
StreetAddress	824/240 Bunda Street, Canberra ACT 2601
FileCreated	19-03-2026

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	Carp	R0.0	48.5m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	12.5m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: Metal Clad	No	R2.0	4.0m	2.7m
2	Concrete 150mm Ext	No	R2.0	5.0m	2.4m
3	Framed: FC Sheet Clad	Yes	R0.0	7.9m	2.4m
4	Framed: FC Sheet Clad	No	R2.5	6.5m	2.4m
5	Concrete 150mm Ext	No	R2.0	16.9m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	61.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSE	2.7m	4.0m	No	DG2	ALIMPR	VB	No	2.5m	2.5m	0.0m
2	SSE	1.5m	0.8m	No	DG2	ALIMPR	VB	No	0.0m	0.0m	0.0m
3	NNE	1.5m	0.8m	No	DGT2	ALIMPR	VB	No	0.0m	0.0m	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	SSE	2.7m	4.0m	0.0m	0.0m	0.0m	0.0m	2.5m	0.0m	2.5m	0.0m
2	SSE	1.5m	0.8m	0.0m	0.0m	0.0m	0.0m	10.0m	0.0m	1.0m	0.0m
3	NNE	1.5m	0.8m	0.0m	0.0m	0.0m	0.0m	1.0m	0.0m	10.0m	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	0m ²
Area of Lightweight Mass	0m ²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0

Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

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 30/03/2025
To: 4.00pm on 30/03/2026

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: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Maria Teresa Majadas & Pamfilo Majadas
824/240 Bunda Street
CANBERRA ACT 2601
AUSTRALIA

Invoice Date
11 Mar 2026

Invoice Number
INV-68885

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	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Subtotal				390.17
TOTAL GST 10%				34.83
TOTAL AUD				425.00

Due Date: 26 Mar 2026

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

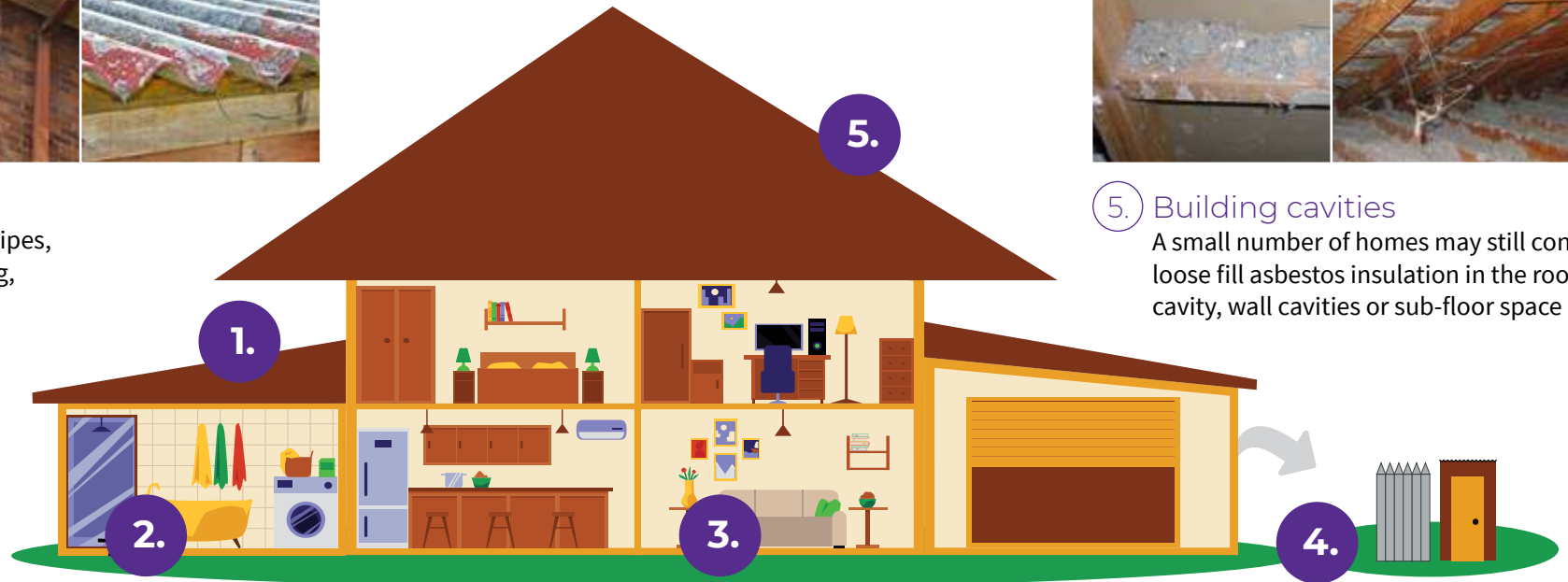
[View and pay online now](#)

If a home was built before 1990 it may contain dangerous asbestos material

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

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

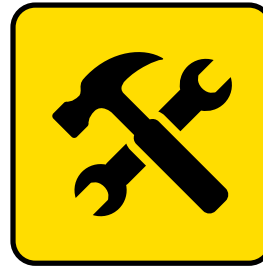
Asbestos materials become dangerous when:



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.