

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

## Schedule

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		130	15633	6	14	Kingston
and known as Door 608 (Unit 130)/82 Wentworth Avenue, Kingston ACT 2604						
<b>Seller</b>	Full name	Alison Marie Reynolds & Christopher David Reynolds				
	ACN/ABN					
	Address	Unit 2/5 Langer Avenue, Caringbah South NSW 2229				
<b>Seller Solicitor</b>	Firm	Chamberlains Law Firm				
	Email	kellie.white@chamberlains.com.au				
	Phone	02 6188 3600	Ref Kellie White			
	DX/Address	Level 8, 224 Bunda Street, Canberra ACT 2601 / GPO Box 303, Canberra ACT 2601				
<b>Stakeholder</b>	Name	Hive Property (ACT) Trust Account				
<b>Seller Agent</b>	Firm	Hive Property (ACT)				
	Email	matt@hiveproperty.co				
	Phone	02 6182 1802	Ref Matt Shipard			
	DX/Address	PO Box 819, DICKSON ACT 2602				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents				
<b>Goods</b>	Description	All fixed floor coverings, window treatments and light fittings, dishwasher, dryer as inspected				
<b>Date for Registration of Units Plan</b>	Not Applicable					
<b>Date for Completion</b>	On or before 90 days from the Date of this Contract					
<b>Electronic Transaction?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
<b>Residential Withholding Tax</b>	New residential premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Potential residential land?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)			
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

<b>Buyer</b>	Full name					
	ACN/ABN					
	Address					
<b>Buyer Solicitor</b>	Firm		Ref			
	Email					
	Phone					
	DX/Address					
<b>Price</b>	Price	(GST inclusive unless otherwise specified)				
	Less deposit	(10% of Price)			<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance					
<b>Date of this Contract</b>						

<b>Co-Ownership</b>	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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**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.

<b>Seller signature</b>	<b>Buyer signature</b>
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 has not registered:

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

### Tenancy Summary

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

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

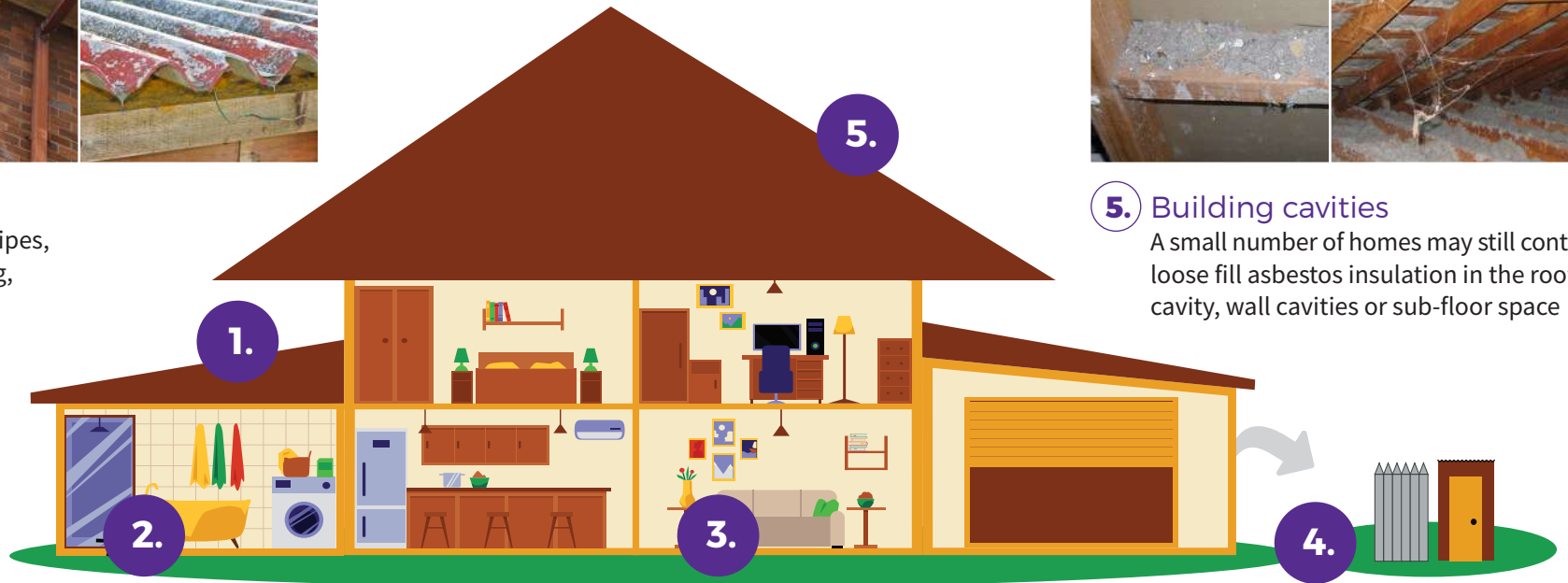
Name		Phone	
Address			

# 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

For more information, visit [www.worksafe.act.gov.au](http://www.worksafe.act.gov.au) or call Access Canberra contact centre – 13 22 81

If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

## 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.

<b>Supplier</b>	Name			
	ABN		Phone	
	Business address			
	Email			
<b>Residential Withholding Tax</b>	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?	<input type="checkbox"/> No	<input type="checkbox"/> 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.

Unit 130 UP No. 15633  
Block 6 Section 14 KINGSTON



## **1 Required Documents**

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### **1.1** The Buyer:

- (a) acknowledges it has had the opportunity to make its own enquires and obtain its own advice regarding the matters contained in the Required Documents; and
- (b) certifies it has received the Required Documents.

### **1.2** The Buyer agrees not to:

- (a) raise an objection or requisition;
- (b) make any claim for compensation or damages; or
- (c) delay completion, or rescind or terminate this Contract,

as a result of anything disclosed in the Required Documents except in accordance with the Buyer's rights under the Sale of Residential Property Act.

## **2 Printed Terms and Special Conditions**

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**2.1** These Special Conditions apply in addition to the ACT Law Society Printed Terms. In the event of any inconsistency between the ACT Law Society Printed Terms and these Special Conditions, the Special Conditions prevail.

## **3 Agent**

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**3.1** The Buyer warrants that it was not introduced to either the Seller or the Land by any person other than the Seller Agent as listed in this Contract.

**3.2** The Buyer agrees to indemnify and keep indemnified the Seller against any claim for commission, compensation, costs, damages and awards resulting from the Buyer being introduced to the Seller or the Land by another person.

**3.3** This Special Condition will not merge on Completion.

## **4 Mental Incapacity or Death of Party**

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**4.1** Should either party or any of them die, become insolvent or otherwise lose their capacity to contract then the Seller may by written notice to the Buyer rescind this Contract, provided the Seller is not in default, and the provisions of Clause 21 of the Printed Terms will apply.

## **5 Keys**

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**5.1** The Seller shall provide to the Buyer means to access the dwelling on Completion. The Seller shall provide to the Buyer all keys (including access fobs and remotes) in the Seller's possession on Completion and the Buyer must not make any objection requisition or claim for compensation with respect to the availability or otherwise of any other keys to the Improvements.

## **6 Amendments to Printed Terms**

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**6.1** The ACT Law Society Printed Terms are amended as follows:

- (a) in Clause 2.3 the words “in cash (up to \$3,000.00)” are deleted and replaced with “by electronic funds transfer”;
- (b) in Clause 2.6 the words “or in cash (up to \$200)” are deleted;
- (c) in Clause 8.4 the words “Buyer Solicitor” is deleted and replaced with “Seller Solicitor”;
- (d) Clause 13.10.1 is deleted in its entirety;
- (e) in Clause 17.1.1(a) delete “5% of the Price” and replace it with “\$1,000.00”;
- (f) Clause 17.1.2 (b) is deleted in its entirety;
- (g) 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 to Completion”;
- (h) Clause 22.1.2 is amended as follows:

“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 to Completion”;
- (i) Clause 22.1.3 is amended as follows:

“if the defaulting party is the Buyer, \$550.00 inc. GST to be applied towards any legal costs and disbursements incurred by the Seller if Completion occurs later than 7 days after the Date for Completion”;
- (j) in Clause 28.2 delete “5% of the Price” and replace it with “\$1,000.00”;
- (k) in Clause 53.2, delete the words “7 days after the date of this Contract” and replace with “7 days before the Date of Completion”; and
- (l) in Clause 53.6.2, delete the words “7 days prior to Completion” and replace with “1 day prior to Completion”.

## **7 Representations**

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- 7.1** The Buyer does not rely on any statement, representation or warranty made by the Seller, or any other person, except as provided for in this Contract and as required by law.
- 7.2** The Buyer agrees by its execution hereof that it relies entirely upon its own enquiries.
- 7.3** The Buyer further agrees to accept the Property together with any Improvements and Goods in their present condition and state of repair and the Buyer will not make any claim, requisition or objection or attempt to delay completion in this respect.
- 7.4** The Buyer cannot require the Seller to carry out any repairs or works to the Property or the Building after the Date of this Contract unless the repairs or works required to be carried out are specified in these Special Conditions.

## 8 Contamination & Asbestos

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- 8.1 The Seller does not check for the presence of asbestos or other contamination in any form on the Land and the Buyer must rely on their own enquiries.
- 8.2 The Seller gives no warranty that the Land is free of any form of asbestos or any contamination. The Buyer will make no requisition or claim for compensation whatsoever in relation to asbestos or contamination.

## 9 Adjustments

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- 9.1 If Completion does not occur on the date for Completion due to the delay or default of the Buyer, the Buyer is liable for all Land Charges from the Date for Completion until Completion of the Contract. The Seller is entitled to all Income up to and including the actual date of Completion.
- 9.2 If any amount is incorrectly adjusted or an error is made in such calculation at Completion, the parties agree to rectify the error within fourteen (14) days of receipt of evidence of the error and a request for readjustment. This Special Condition 9.2 does not merge on Completion.

## 10 Special Water Reading

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- 10.1 If the Buyer or their solicitor fails to provide the Seller's solicitor with an Icon Water Special Reading Certificate for the Property (the **Certificate**) more than three (3) business days prior to the Date for Completion then no adjustment will be made on settlement for any amount shown on the Certificate and notwithstanding Clause 8.4, the Buyer will not be entitled to retain any amount from the Price to pay or adjust any amount shown in the Certificate.

## 11 Electronic Exchange & Settlement

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- 11.1 This Contract may be exchanged electronically by email or by other electronic means in accordance with the *Electronic Transactions Act 2001* and the parties agree the digital or electronic copy of this exchanged Contract is binding on the parties.
- 11.2 A party may sign this Contract digitally (using a commercial signing software such as DocuSign or equivalent) or provide a scanned copy of signature for the purposes of an exchange of contracts, provided the signature meets the requirements of the *Electronic Transactions Act 2001*.
- 11.3 The Buyer must not object because of any matters contained in this Special Condition or the exercise or non-exercise of rights by the Seller pursuant to it.

## 12 Director Guarantee

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- 12.1 If the Buyer is a corporate entity, the directors of the Buyer must execute and complete the Director Guarantee attached to this Contract.
- 12.2 If the Buyer is a corporate entity and at the Date of this Contract the Director Guarantee has not been completed then, if requested by the Seller, the Buyer must within 7 days of any such request duly execute a Director Guarantee.
- 12.3 If a Director Guarantee is not executed in accordance with Special Condition 12.2, the Buyer is in default of this Contract.

**13 Notice to Complete**

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Each time a Notice to Complete is served by the Seller in accordance with Clause 18 of the Printed Terms:

- (a) the Seller may unilaterally extend the period for Completion under the Notice to Complete;  
or
- (b) it may be withdrawn unilaterally by the Seller,

by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer.

**DIRECTOR GUARANTEE**

I/We \_\_\_\_\_ (Name of all Director/s)

of \_\_\_\_\_ (Address)

agree as follows:

1. I/we am/are the 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 to 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 this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signed Sealed and Delivered by:** \_\_\_\_\_  
(Signatures of Director/s)

**Print full name(s) of all Directors:** \_\_\_\_\_  
(Full Name/s of Director/s)

**Witness:** \_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Full Name of Witness)

**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.**

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Kingston Section 14 Block 6 on Deposited Plan 11659 with 134 units on Unit Plan 15633

Unit 130 (Class A) entitlement 132 of 10000, 3 subsidiaries

Lease commenced on 16/11/2022, terminating on 12/09/2120

### Proprietor

ALISON MARIE REYNOLDS

608/82 WENTWORTH AVENUE, KINGSTON ACT 2604

CHRISTOPHER DAVID REYNOLDS

608/82 WENTWORTH AVENUE, KINGSTON ACT 2604

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
21/10/2024	3345729	Mortgage to COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

### *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
201120283	Development Application	28/06/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	30/11/2011

### Description

LEASE VARIATION. Please see application form for full details of the lease variation.

**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,

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.

<b>Reference Number</b>	<b>Type</b>	<b>Lodgement Date</b>	<b>Assessment Track</b>	<b>Status</b>	<b>Status Date</b>
201528806	Development Application	10/03/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	13/04/2017

**Description**

AMENDMENT TO DA201528806 - DEMOLITION-MULTI RESIDENTIAL DEVELOPMENT. Amendment to development application for demolition and multi residential development which is still under consideration - amendments include - amend driveways as agreed with TCCS -basement entry only via Burke Crescent & exit only via laneway to Leichhardt Street (with relevant changes to easements) and changes to visitor parking. For completeness, this DA incorporates amendments lodged previously as S144C including revised design to minimise overshadowing.

**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.

<b>Reference Number</b>	<b>Type</b>	<b>Lodgement Date</b>	<b>Assessment Track</b>	<b>Status</b>	<b>Status Date</b>
201935860	Development Application	16/08/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	23/04/2020

**Description**

AMENDMENT TO APPROVED DA201935860 . Amendment to the development application for demolition of the existing building and construction of 7 storey residential development with 134 residential apartments, basement car parking, landscaping, signage and associated works. LEASE VARIATION to specify one hundred and thirty four (134) dwellings. - the amendment is to align the lift and stair core, update service room, revised parking allocation, update to common facilities, update to lobby entry, windows added to eastern side, internal unit redesign, levels amended, level 5 planters removed, level 6 window changes, mechanical plant screened, level 5 and 6 balcony extended and associated works.

**AUSTRALIAN CAPITAL TERRITORY**  
**TITLE SEARCH**

**LAND**

Kingston Section 14 Block 6 on Deposited Plan 11659 with 134 units on Unit Plan 15633

Lease commenced on 16/11/2022, terminating on 12/09/2120

**COMMON PROPERTY**

**Proprietor**

The Owners - Units Plan No 15,633

Signature Strata 17/11 National Circuit, Barton ACT 2600

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

**Easements**

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
02/05/2024	3310662	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
201120283	Development Application	28/06/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	30/11/2011

**Description**

LEASE VARIATION. Please see application form for full details of the lease variation.

**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
201528806	Development Application	10/03/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	13/04/2017

**Description**

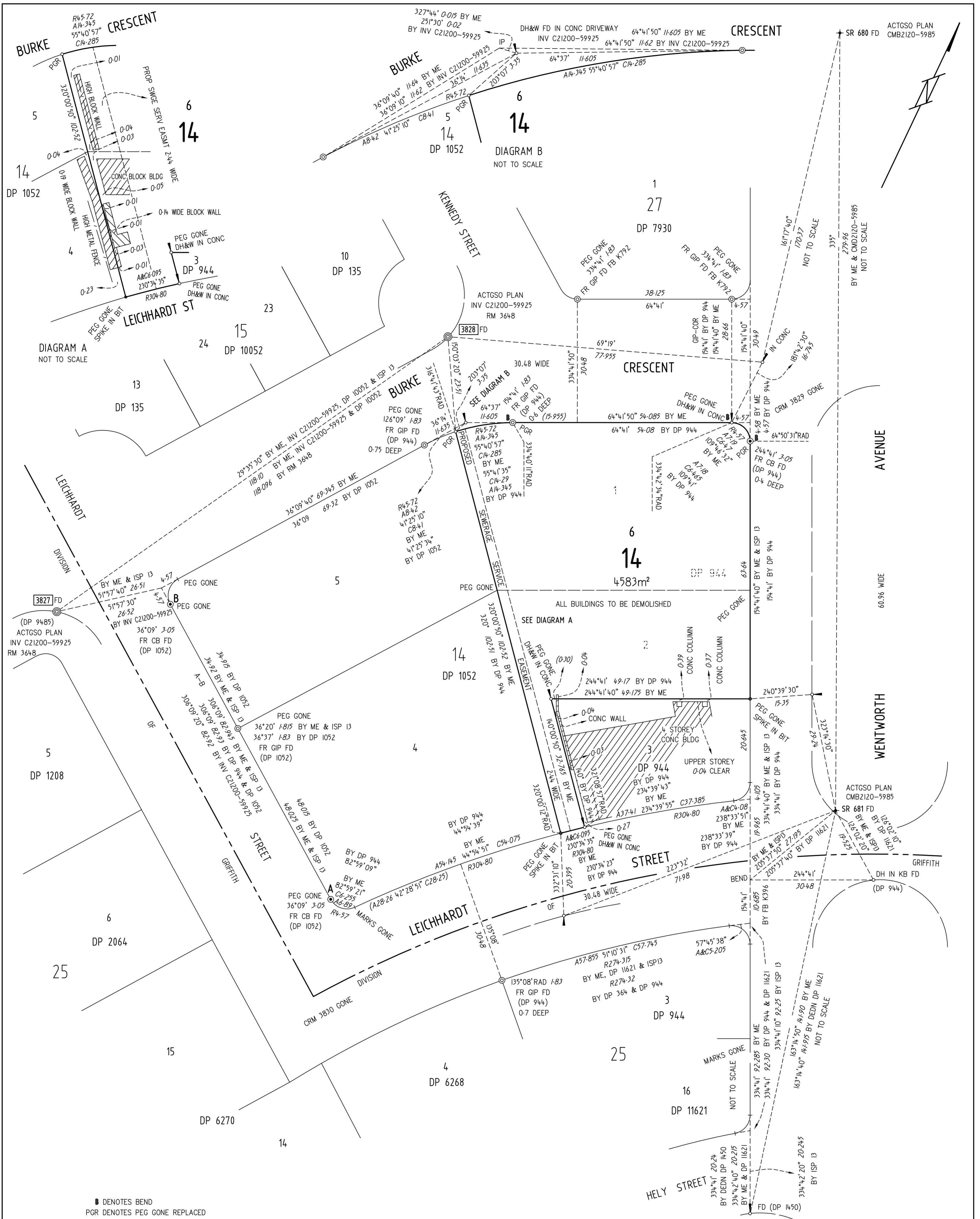
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**Territory Planning Authority** - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available 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
201935860	Development Application	16/08/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	23/04/2020

**Description**

AMENDMENT TO APPROVED DA201935860 . Amendment to the development application for demolition of the existing building and construction of 7 storey residential development with 134 residential apartments, basement car parking, landscaping, signage and associated works. LEASE VARIATION to specify one hundred and thirty four (134) dwellings. - the amendment is to align the lift and stair core, update service room, revised parking allocation, update to common facilities, update to lobby entry, windows added to eastern side, internal unit redesign, levels amended, level 5 planters removed, level 6 window changes, mechanical plant screened, level 5 and 6 balcony extended and associated works.



● DENOTES BEND  
PGR DENOTES PEG GONE REPLACED

**REFERENCE MARKS**

- ⊙ Denotes GIP in road
- ⊙ Denotes CB in road
- ⊙ Denotes PLAQUE IN KERB
- ⊙ Denotes DEEP DRIVEN ROD
- ⊙ Denotes DH&W IN KERB
- (Except as otherwise shown)

**NOTE**  
All Easements are 2.5 metres wide  
(Except as otherwise shown)

Azimuth: A-B (Strom)  
Field Books:  
Surveyor's Ref :219080

I, WILLIAM ROBERT CAMPBELL  
of VERIS AUSTRALIA Pty Limited CANBERRA  
a surveyor registered under the Surveyors Act 2007 hereby certify  
that the survey represented on this plan is accurate and has been  
made in accordance with the Surveyors Practice Directions  
and was completed on 7 MAY 2019

(Signature) ..... 16 MAY 2019  
Surveyor registered under the Surveyors Act 2007.

I certify that this plan is the plan prepared in accordance with the  
Districts Act 2002

16 May 2019  
Surveyor-General of the ACT

**PLAN OF  
BLOCK 6 SECTION 14  
BEING A CONSOLIDATION OF  
BLOCKS 1 & 2**

**DIVISION: KINGSTON  
DISTRICT: CANBERRA CENTRAL  
AUSTRALIAN CAPITAL TERRITORY**

SCALE 1:500  
0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra  
in the Australian Capital Territory at

10:29 am, 21/05/2019

Approved  
David Snowden  
Registrar-General

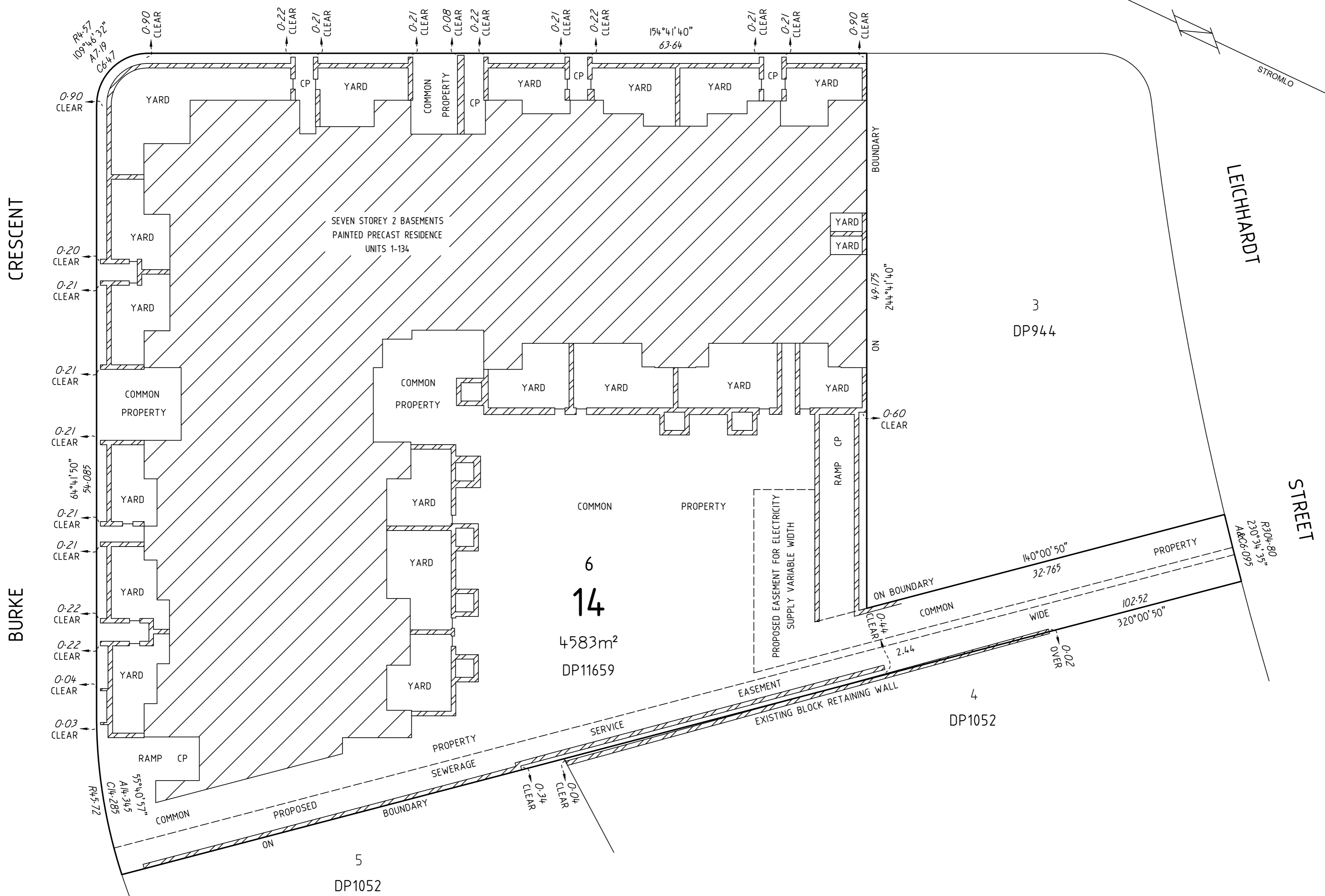


**DEPOSITED PLAN**

**11659**

AMENDS DP 944

WENTWORTH AVENUE



<b>LAND TITLES</b> ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. ....1.....of ....29.....
<b>SITE PLAN</b>
LAND DETAILS
Block <b>6</b>
Section <b>14</b>
Division <b>KINGSTON</b>
Deposited Plan Number <b>11659</b>
Volume/Folio 3008:733
Class of Units (A or B) <b>A</b>

WENTWORTH AVENUE PTY LIMITED  
BY ITS ATTORNEY ALFONSO DEL RIO  
PURSUANT TO POWER OF ATTORNEY  
ACT REGISTRATION No. 3009378  
Signature of Lessee

*Lyn Tankey*  
Lyn Tankey 15th November 2022  
Delegate of the  
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,  
AS THE UNITS PLAN FOR THE SUBDIVISION  
OF THE ABOVE MENTIONED PARCEL OF LAND

*David Pryce*  
David Pryce  
Registrar-General

**16/11/2022**  
**UNITS PLAN No.**  
**15633**

Form 1  
Form 088 - SP  
Graphic bar scale - SCALE 1: 250  
0 5 10 15 20 METRES

**SURVEYORS DECLARATION**  
I, **DAVID AMBROSE STONE** of  
**VERIS AUSTRALIA PTY LIMITED**  
A surveyor registered under the *Surveyors Act 2007*, herby certify that:  
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 11th OCTOBER 2022  
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*.

*David Ambrose Stone*  
Signature of Registered Surveyor  
11th OCTOBER 2022  
Dated

**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.  
90/43 CONSTITUTION AVENUE, REID 2612  
Address for Service of Notice  
VANTAGE STRATA PTY LIMITED  
Name of Manager / Owners Corporation

**SUE**

Form 078



## SCHEDULE OF UNIT ENTITLEMENTS

**1. LAND**

District/Division	Section	Block	Unit Plan No
<b>KINGSTON</b>	<b>14</b>	<b>6</b>	<b>15633</b>

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	71	3	3014	907
2	71	4	3014	908
3	67	3	3014	909
4	69	3	3014	910
5	70	3	3014	911
6	43	3	3014	912
7	70	3	3014	913
8	70	3	3014	914
9	95	3	3014	915
10	69	3	3014	916
11	65	3	3014	917
12	69	4	3014	918
13	69	4	3014	919
14	64	4	3014	920
15	43	4	3014	921
16	68	3	3014	922
17	68	3	3014	923
18	67	3	3014	924
19	40	4	3014	925
20	67	4	3014	926
21	67	4	3014	927
22	67	3	3014	928
23	65	3	3014	929
24	66	3	3014	930
25	64	3	3014	931
<b>Aggregate</b>			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:	
			<b>Volume</b>	<b>Folio</b>
			<b>3014</b>	<b>906</b>
			 David Pryce Registrar-General <div style="float: right; text-align: right;">             Deputy Registrar-General         </div>	



**SUE**

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
<b>KINGSTON</b>	<b>14</b>	<b>6</b>	<b>15633</b>

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	41	3	3014	932
27	67	3	3014	933
28	67	3	3014	934
29	93	4	3014	935
30	67	3	3014	936
31	41	3	3014	937
32	67	4	3014	938
33	67	4	3014	939
34	67	3	3014	940
35	67	4	3014	941
36	67	4	3014	942
37	63	3	3014	943
38	61	3	3014	944
39	64	3	3014	945
40	65	3	3014	946
41	65	3	3014	947
42	40	4	3014	948
43	67	4	3014	949
44	67	4	3014	950
45	67	3	3014	951
46	65	3	3014	952
47	66	3	3014	953
48	66	3	3014	954
49	41	3	3014	955
50	67	3	3014	956
<b>Aggregate</b>			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:	
			<b>Volume</b>	<b>Folio</b>
			3014	906
			 <b>David Pryce</b> Registrar-General	
			 Deputy Registrar-General	

**SUE**

Form 078



## SCHEDULE OF UNIT ENTITLEMENTS

**1. LAND**

District/Division	Section	Block	Unit Plan No
<b>KINGSTON</b>	<b>14</b>	<b>6</b>	<b>15633</b>

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	67	3	3014	957
52	92	5	3014	958
53	67	3	3014	959
54	41	3	3014	960
55	67	4	3014	961
56	67	4	3014	962
57	67	3	3014	963
58	67	4	3014	964
59	67	4	3014	965
60	63	3	3014	966
61	61	3	3014	967
62	66	3	3014	968
63	66	3	3014	969
64	65	3	3014	970
65	42	4	3014	971
66	70	3	3014	972
67	69	4	3014	973
68	69	3	3014	974
69	67	3	3014	975
70	68	3	3014	976
71	68	3	3014	977
72	43	3	3014	978
73	69	3	3014	979
74	69	3	3014	980
75	94	5	3014	981
<b>Aggregate</b>			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:	
			<b>Volume</b>	<b>Folio</b>
			3014	906
			 <b>David Pryce</b> Registrar-General	
			..... Deputy Registrar-General	

**SUE**

Form 078



## SCHEDULE OF UNIT ENTITLEMENTS

**1. LAND**

District/Division	Section	Block	Unit Plan No
<b>KINGSTON</b>	<b>14</b>	<b>6</b>	<b>15633</b>

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	69	3	3014	982
77	43	3	3014	983
78	69	4	3014	984
79	69	4	3014	985
80	69	3	3014	986
81	69	4	3014	987
82	69	4	3014	988
83	64	3	3014	989
84	63	3	3014	990
85	68	3	3014	991
86	68	3	3014	992
87	67	3	3014	993
88	44	4	3014	994
89	73	3	3014	995
90	73	3	3014	996
91	70	3	3014	997
92	69	3	3014	998
93	70	3	3014	999
94	70	3	3015	1
95	45	3	3015	2
96	70	3	3015	3
97	70	3	3015	4
98	97	4	3015	5
99	70	3	3015	6
100	45	3	3015	7
<b>Aggregate</b>			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:	
			<b>Volume</b>	<b>Folio</b>
			3014	906
			 David Pryce Registrar-General	
			..... Deputy Registrar-General	

**SUE**

Form 078



## SCHEDULE OF UNIT ENTITLEMENTS

**1. LAND**

District/Division	Section	Block	Unit Plan No
<b>KINGSTON</b>	<b>14</b>	<b>6</b>	<b>15633</b>

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	71	3	3015	8
102	71	3	3015	9
103	70	3	3015	10
104	71	4	3015	11
105	71	4	3015	12
106	66	3	3015	13
107	65	3	3015	14
108	70	4	3015	15
109	70	4	3015	16
110	69	3	3015	17
111	114	3	3015	18
112	115	3	3015	19
113	117	3	3015	20
114	88	3	3015	21
115	114	4	3015	22
116	133	2	3015	23
117	115	3	3015	24
118	129	4	3015	25
119	115	2	3015	26
120	115	2	3015	27
121	116	4	3015	28
122	117	3	3015	29
123	116	2	3015	30
124	116	2	3015	31
125	115	2	3015	32
<b>Aggregate</b>			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:	
			<b>Volume</b>	<b>Folio</b>
			3014	906
			 David Pryce Registrar-General	
			Deputy Registrar-General	



ADDRESS	UNIT IDENTIFIER										TOTAL SUBSIDIARY No.
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD/BALCONY		GARAGE/CARPORT		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
AVENUE	1	11	GROUND	G01	1	11	2	9	3	9	3
	2	11	GROUND	G02	1	11	2,3	9,9	4	9	4
	3	11	GROUND	G03	1	11	2	9	3	9	3
	4	11	GROUND	G04	1	11	2	9	3	9	3
	5	11	GROUND	G05	1	11	2	10	3	10	3
	6	11	GROUND	G06	1	11	2	9	3	9	3
	7	11	GROUND	G07	1	11	2	9	3	9	3
	8	11	GROUND	G08	1	11	2	9	3	9	3
	9	11	GROUND	G09	1	11	2	9	3	9	3
	10	11	GROUND	G10	1	11	2	9	3	9	3
	11	11	GROUND	G11	1	11	2	10	3	10	3
	12	11	GROUND	G12	1	11	2,3	9,9	4	9	4
	13	11	GROUND	G13	1	11	2,3	9,9	4	9	4
	14	11	GROUND	G14	1,2	11,11	3	9	4	9	4
	15	11	GROUND	G15	1,2	11,11	3	9	4	9	4
	16	11	GROUND	G16	1	11	2	10	3	10	3
	17	11	GROUND	G17	1	11	2	10	3	10	3
	18	11	GROUND	G18	1	11	2	10	3	10	3
WENTWORTH	19	12	FIRST	101	1,2	11,11	3	9	4	9	4
	20	12	FIRST	102	1	12	2,3	9,9	4	9	4
	21	12	FIRST	103	1	12	2,3	9,9	4	9	4
	22	12	FIRST	104	1	12	2	10	3	10	3
	23	12	FIRST	105	1	12	2	10	3	10	3
	24	12	FIRST	106	1	12	2	10	3	10	3
	25	12	FIRST	107	1	12	2	9	3	9	3
	26	12	FIRST	108	1	12	2	9	3	9	3
	27	12	FIRST	109	1	12	2	9	3	9	3
	28	12	FIRST	110	1	12	2	9	3	9	3
	29	12	FIRST	111	1,2	11,11	3	9	4	9	4
	30	12	FIRST	112	1	12	2	9	3	9	3
	31	12	FIRST	113	1	12	2	9	3	9	3
	32	12	FIRST	114	1	12	2,3	9,9	4	9	4
	33	12	FIRST	115	1	12	2,3	9,9	4	9	4
	34	12	FIRST	116	1	12	2	10	3	10	3
	35	12	FIRST	117	1	12	2,3	9,9	4	9	4
	36	12	FIRST	118	1	12	2,3	9,9	4	9	4
	37	12	FIRST	119	1	12	2	10	3	10	3
	38	12	FIRST	120	1	12	2	10	3	10	3
	39	12	FIRST	121	1	12	2	10	3	10	3
	40	12	FIRST	122	1	12	2	10	3	10	3
	41	12	FIRST	123	1	12	2	10	3	10	3
	42	13	SECOND	201	1,2	13,13	3	9	4	9	4
	43	13	SECOND	202	1	13	2,3	9,9	4	9	4
	44	13	SECOND	203	1	13	2,3	9,9	4	9	4
	45	13	SECOND	204	1	13	2	9	3	9	3
	46	13	SECOND	205	1	13	2	9	3	9	3
	47	13	SECOND	206	1	13	2	10	3	10	3
	48	13	SECOND	207	1	13	2	10	3	10	3
	49	13	SECOND	208	1	13	2	9	3	9	3
	50	13	SECOND	209	1	13	2	9	3	9	3
	51	13	SECOND	210	1	13	2	9	3	9	3
	52	13	SECOND	211	1,2	13,13	3,5	9,9	4	9	5
	53	13	SECOND	212	1	13	2	9	3	10	3
	54	13	SECOND	213	1	13	2	9	3	10	3
55	13	SECOND	214	1	13	2,3	9,9	4	9	4	
56	13	SECOND	215	1	13	2,3	9,9	4	9	4	
57	13	SECOND	216	1	13	2	10	3	10	3	
58	13	SECOND	217	1	13	2,3	9,9	4	9	4	
59	13	SECOND	218	1	13	2,3	9,9	4	9	4	
60	13	SECOND	219	1	13	2	10	3	10	3	
61	13	SECOND	220	1	13	2	10	3	10	3	
62	13	SECOND	221	1	13	2	10	3	10	3	
63	13	SECOND	222	1	13	2	10	3	10	3	
64	13	SECOND	223	1	13	2	9	3	9	3	
65	14	THIRD	301	1,2	14,14	3	9	4	9	4	
66	14	THIRD	302	1	14	2	9	3	9	3	
67	14	THIRD	303	1	14	2,3	9,9	4	9	4	
68	14	THIRD	304	1	14	2	9	3	9	3	
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70	14	THIRD	306	1	14	2	10	3	10	3	
71	14	THIRD	307	1	14	2	10	3	10	3	
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73	14	THIRD	309	1	14	2	9	3	10	3	
74	14	THIRD	310	1	14	2	9	3	9	3	
75	14	THIRD	311	1,2	14,14	3,5	9,9	4	9	5	
76	14	THIRD	312	1	14	2	9	3	10	3	
77	14	THIRD	313	1	14	2	9	3	10	3	
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82	14	THIRD	318	1	14	2,3	9,9	4	9	4	
83	14	THIRD	319	1	14	2	10	3	10	3	
84	14	THIRD	320	1	14	2	10	3	10	3	

ADDRESS	UNIT IDENTIFIER										TOTAL SUBSIDIARY No.
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD/BALCONY		GARAGE/CARPORT		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
WENTWORTH AVENUE 82	85	14	THIRD	321	1	14	2	10	3	10	3
	86	14	THIRD	322	1	14	2	10	3	10	3
	87	14	THIRD	323	1	14	2	10	3	10	3
	88	15	FOURTH	401	1,2	15,15	3	9	4	9	4
	89	15	FOURTH	402	1	15	2	9	3	9	3
	90	15	FOURTH	403	1	15	2	9	3	9	3
	91	15	FOURTH	404	1	15	2	10	3	10	3
	92	15	FOURTH	405	1	15	2	10	3	10	3
	93	15	FOURTH	406	1	15	2	10	3	10	3
	94	15	FOURTH	407	1	15	2	10	3	10	3
	95	15	FOURTH	408	1	15	2	10	3	10	3
	96	15	FOURTH	409	1	15	2	10	3	10	3
	97	15	FOURTH	410	1	15	2	10	3	10	3
	98	15	FOURTH	411	1,2	15,15	3	10	4	10	4
	99	15	FOURTH	412	1	15	2	10	3	10	3
	100	15	FOURTH	413	1	15	2	10	3	10	3
	101	15	FOURTH	414	1	15	2	9	3	9	3
	102	15	FOURTH	415	1	15	2	9	3	9	3
	103	15	FOURTH	416	1	15	2	10	3	10	3
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	112	16	FIFTH	502	1	16	2	9	3	9	3
	113	16	FIFTH	503	1	16	2	9	3	9	3
	114	16	FIFTH	504	1	16	2	10	3	10	3
	115	16	FIFTH	505	1,2	16,16	3	10	4	10	4
	116	16	FIFTH	506	1	16	2	9			2
	117	16	FIFTH	507	1,2	16,16	3	9			3
	118	16	FIFTH	508	1,2	16,16	3	10	4	10	4
	119	16	FIFTH	509	1	16	2	9			2
	120	16	FIFTH	510	1	16	2	9			2
121	16	FIFTH	511	1	16	2,3	10,10	4	10	4	
122	16	FIFTH	512	1	16	2	9	3	9	3	
123	17	SIXTH	601	1	17	2	9			2	
124	17	SIXTH	602	1	17	2	10			2	
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127	17	SIXTH	605	1	17	2	10			2	
128	17	SIXTH	606	1	17	2	10			2	
129	17	SIXTH	607	1	17	2	10			2	
130	17	SIXTH	608	1,2	16,16	3	9			3	
131	17	SIXTH	609	1	17	2	10			2	
132	17	SIXTH	610	1	17	2	10			2	
133	17	SIXTH	611	1	17	2	9			2	
134	17	SIXTH	612	1	17	2	10			2	

UR UTILITY ROOM - BEING COMMON PROPERTY  
UC UTILITY CUPBOARD - BEING COMMON PROPERTY  
D DENOTES DUCT - BEING COMMON PROPERTY  
C DENOTES COLUMN  
S DENOTES STOREROOM  
CP DENOTES COMMON PROPERTY  
# DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN  
\* DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN  
■ DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

WHERE A YARD/BALCONY ABUTS THE MAIN BUILDING WALL, THIS YARD/BALCONY SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD/BALCONY SUBSIDIARY BOUNDARIES ARE CENTRELINE OF WALL  
YARDS/BALCONYS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD  
YARDS/BALCONYS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT  
UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001  
UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALL, UNLESS NOTED OTHERWISE  
THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE THE UNIT AREA  
ALL AREAS ARE APPROXIMATE. UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN  
THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001  
AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE

**LAND TITLES**  
ACCESS CANBERRA  
Chief Minister, Treasury and  
Economic Development Directorate

Sheet No. 8 of 29

**FLOOR PLAN**

Block  
6

Section  
14

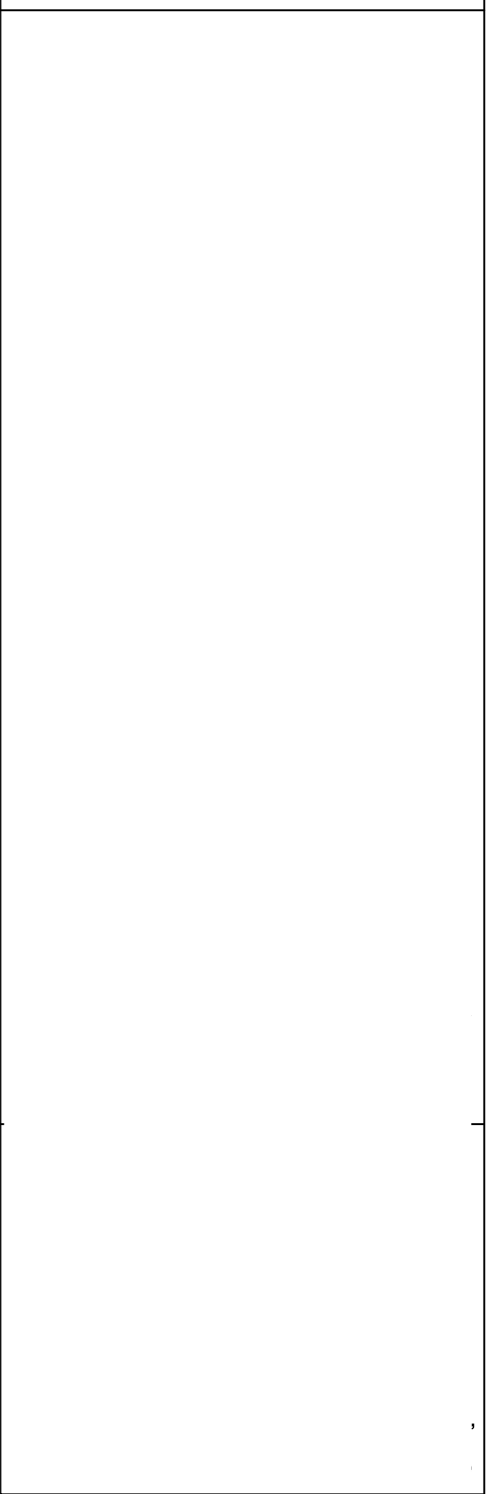
Division  
**KINGSTON**

FLOOR NUMBER  
**INDEX/LEGEND**

**UNITS PLAN No.**  
15633

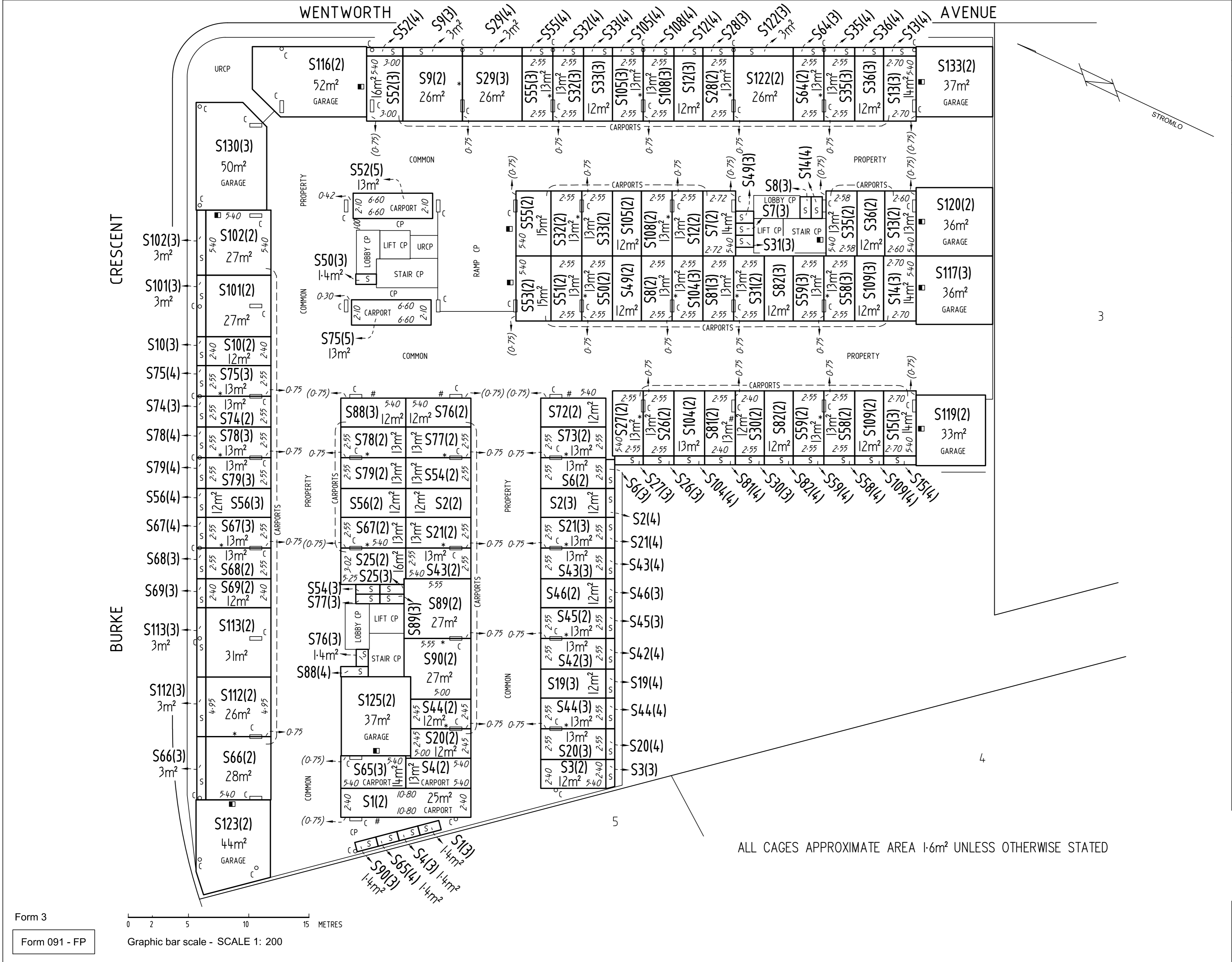
FLOOR PLAN

Block	6
Section	14
Division	KINGSTON
FLOOR NUMBER	BASEMENT 2



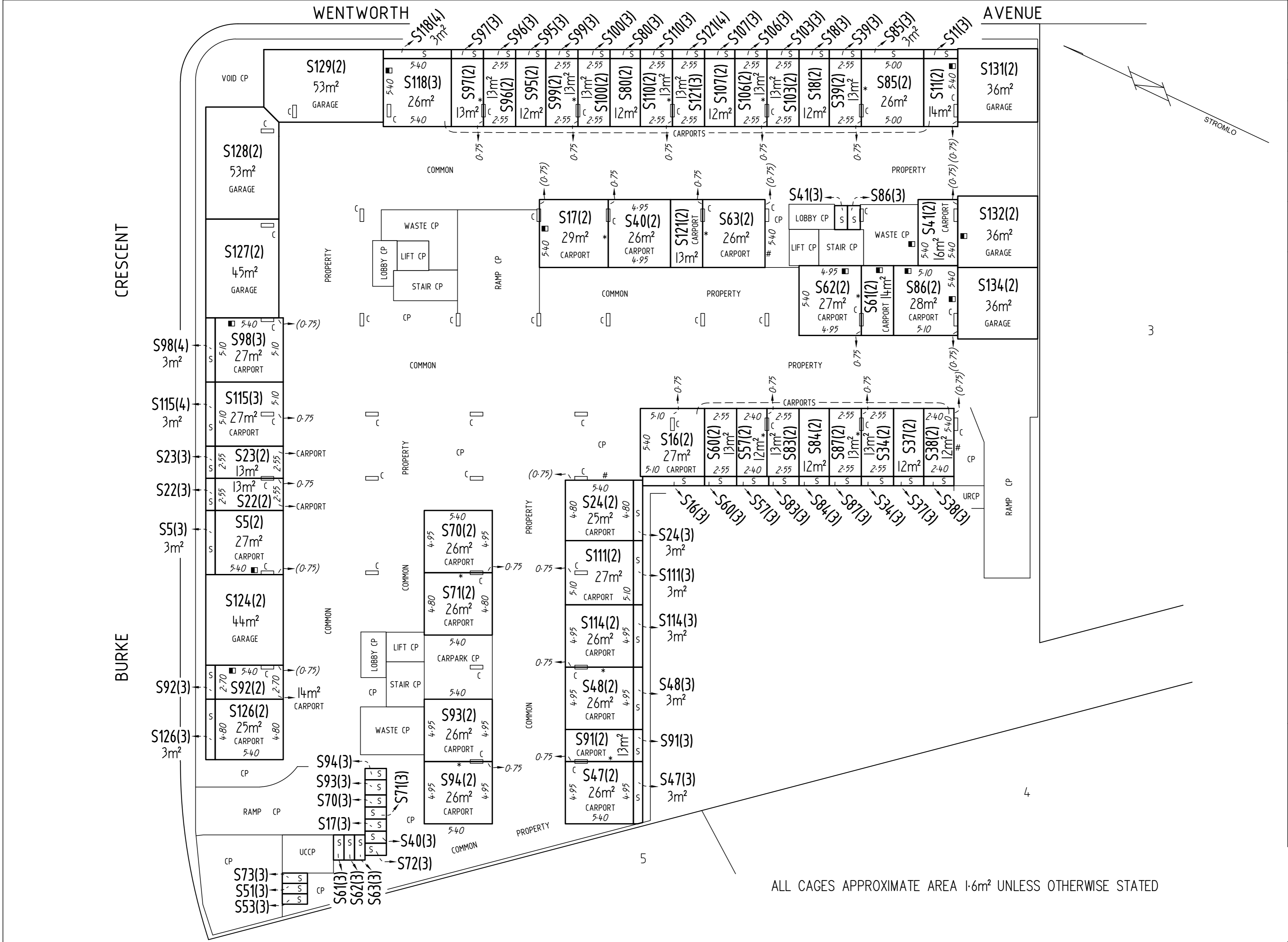
CLASS A UNITS AND UNIT SUBSIDIARIES  
SEE SHEET 8 FOR LEGEND

UNITS PLAN No.  
15633



ALL CAGES APPROXIMATE AREA 1.6m² UNLESS OTHERWISE STATED

<b>LAND TITLES</b>
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 10 of 29
<b>FLOOR PLAN</b>
Block 6
Section 14
Division KINGSTON
FLOOR NUMBER BASEMENT 1



ALL CAGES APPROXIMATE AREA 1.6m<sup>2</sup> UNLESS OTHERWISE STATED

Form 3  
Form 091 - FP  
Graphic bar scale - SCALE 1: 200

CLASS A UNITS AND UNIT SUBSIDIARIES  
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**15633**

<b>FLOOR PLAN</b>
Block <b>6</b>
Section <b>14</b>
Division <b>KINGSTON</b>
FLOOR NUMBER <b>GROUND</b>

CLASS A UNITS AND UNIT SUBSIDIARIES  
SEE SHEET 8 FOR LEGEND

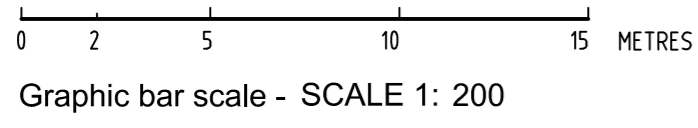
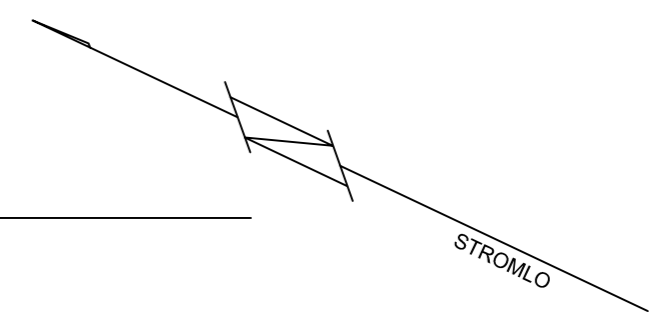
**UNITS PLAN No.**  
**15633**

WENTWORTH

AVENUE

CRESCENT

BURKE



Form 3  
Form 091 - FP

WENTWORTH

AVENUE

CRESCENT

BURKE

LAND TITLES  
ACCESS CANBERRA  
Chief Minister, Treasury and  
Economic Development Directorate

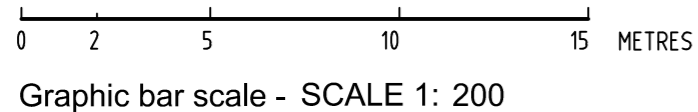
Sheet No. 12 of 29

FLOOR PLAN

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Division  
KINGSTON  
FLOOR NUMBER  
LEVEL 1



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CLASS A UNITS AND UNIT SUBSIDIARIES  
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LEVEL 2

CLASS A UNITS AND UNIT SUBSIDIARIES  
SEE SHEET 8 FOR LEGEND

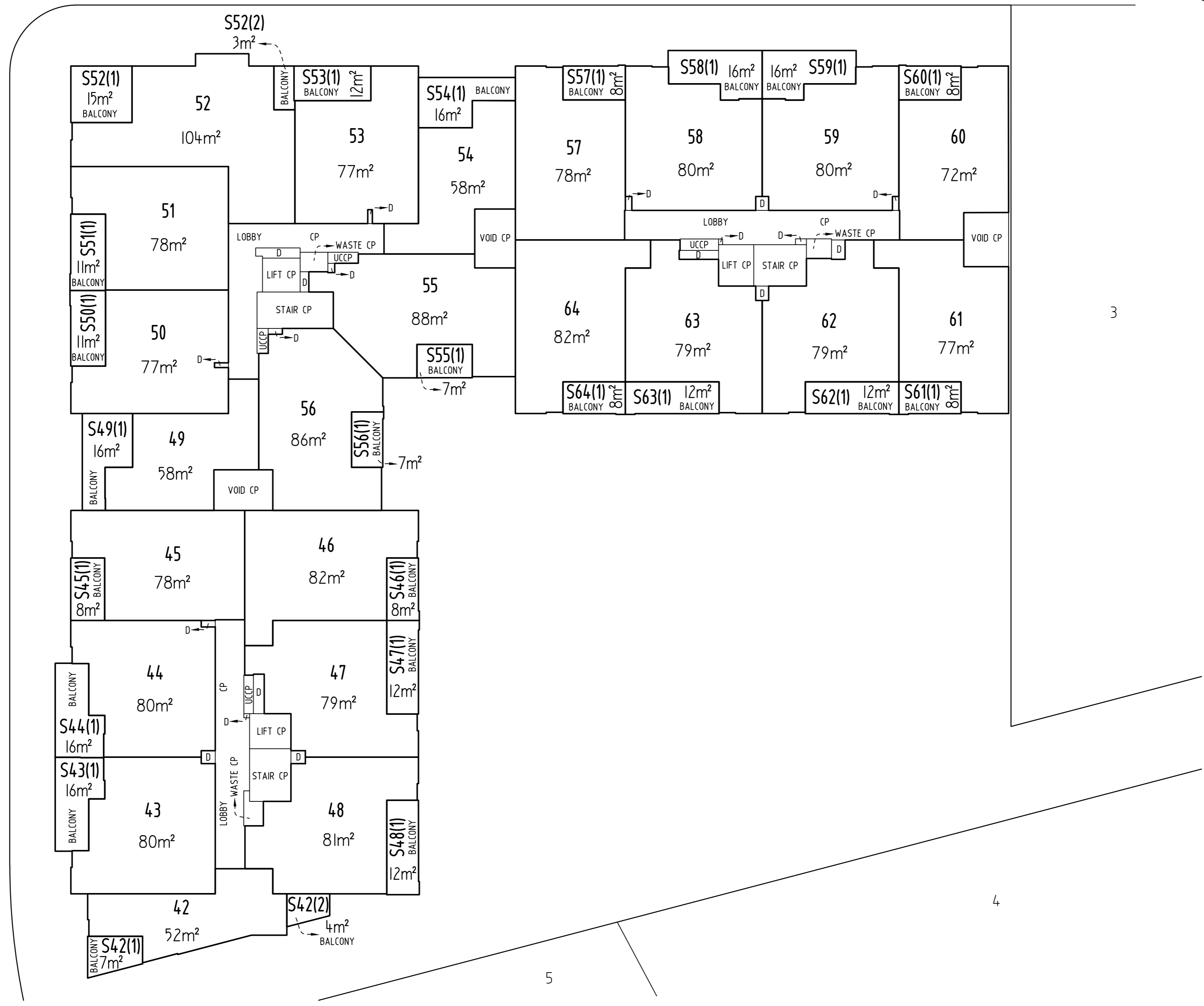
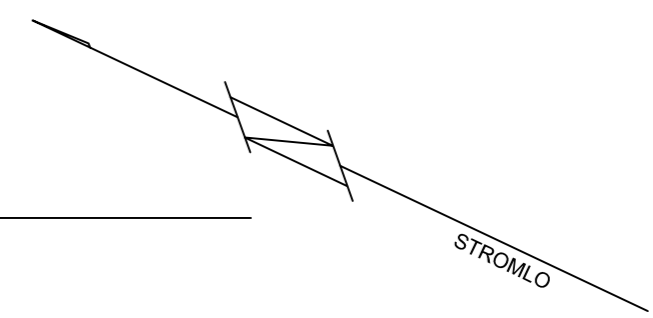
UNITS PLAN No.  
15633

WENTWORTH

AVENUE

CRESCENT

BURKE



FLOOR PLAN

Block

6

Section

14

Division

KINGSTON

FLOOR NUMBER

LEVEL 3

CLASS A UNITS AND UNIT SUBSIDIARIES  
SEE SHEET 8 FOR LEGEND

UNITS PLAN No.

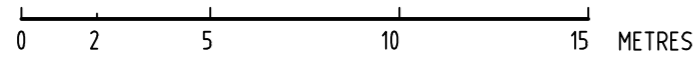
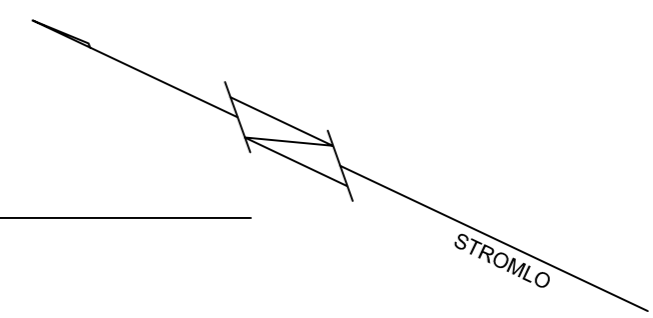
15633

WENTWORTH

AVENUE

CRESCENT

BURKE



Graphic bar scale - SCALE 1: 200

FLOOR PLAN

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14

Division  
KINGSTON

FLOOR NUMBER  
LEVEL 4

CLASS A UNITS AND UNIT SUBSIDIARIES  
SEE SHEET 8 FOR LEGEND

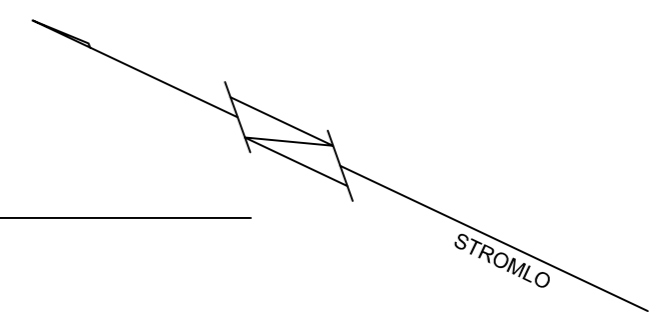
UNITS PLAN No.  
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WENTWORTH

AVENUE

CRESCENT

BURKE



WENTWORTH

AVENUE

CRESCENT

BURKE

LAND TITLES  
ACCESS CANBERRA  
Chief Minister, Treasury and  
Economic Development Directorate

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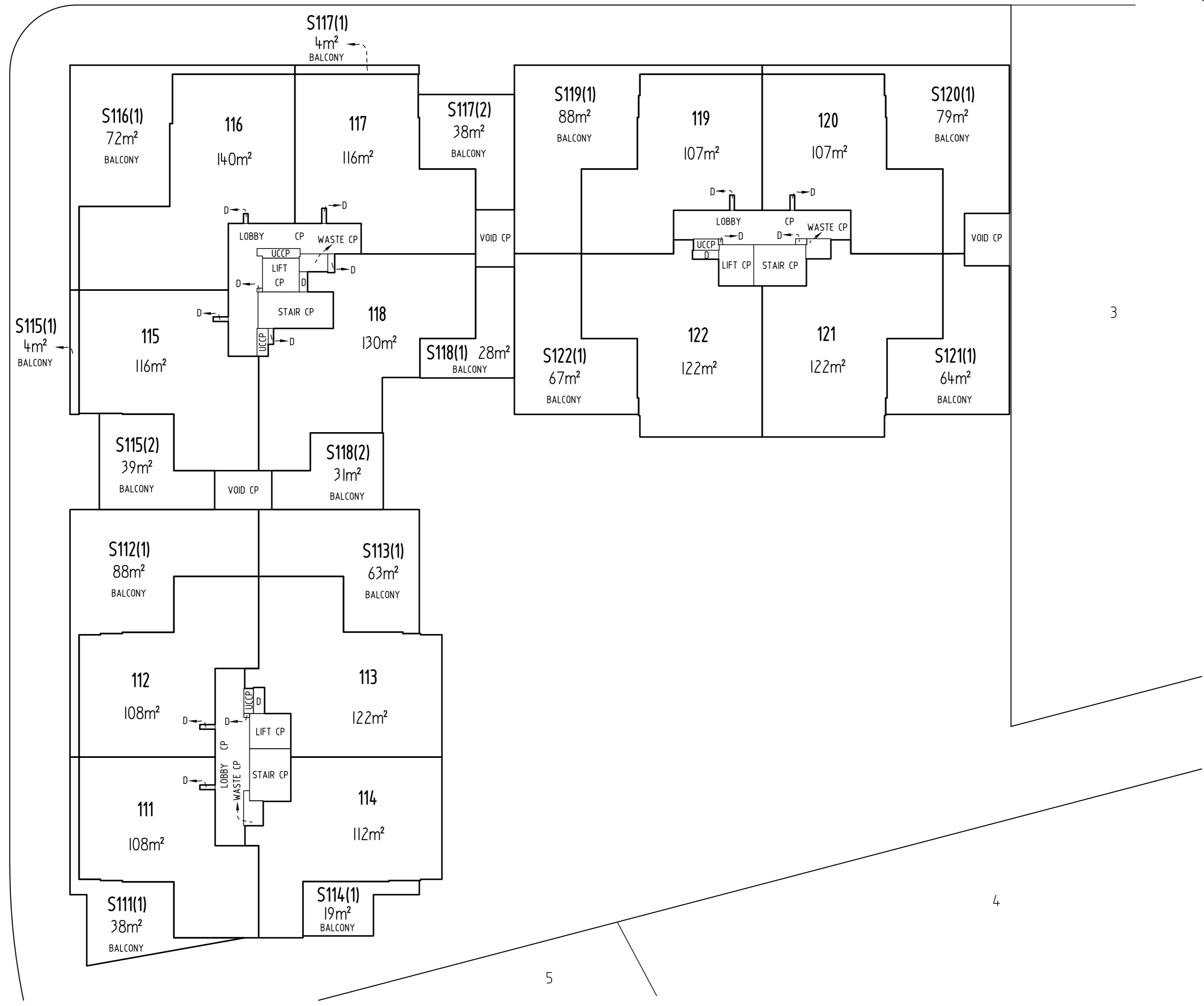
FLOOR PLAN

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6

Section  
14

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KINGSTON

FLOOR NUMBER  
LEVEL 5



3

4

5

Form 3  
Form 091 - FP

0 2 5 10 15 METRES  
Graphic bar scale - SCALE 1: 200

CLASS A UNITS AND UNIT SUBSIDIARIES  
SEE SHEET 8 FOR LEGEND

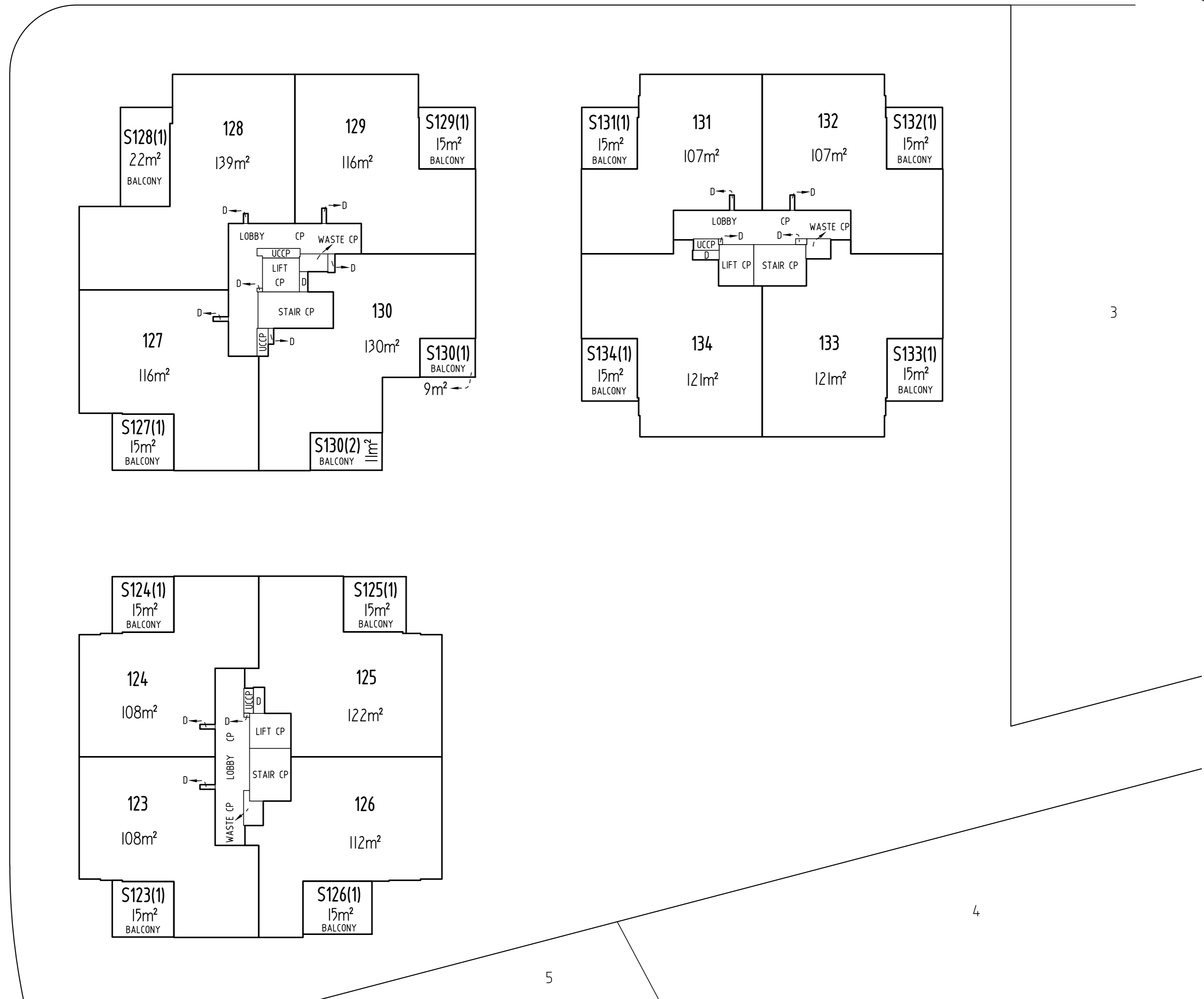
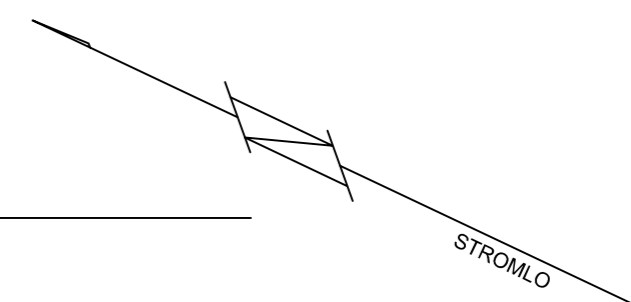
UNITS PLAN No.  
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WENTWORTH

AVENUE

CRESCENT

BURKE



<b>LAND TITLES</b>
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Section 14
Division KINGSTON
FLOOR NUMBER LEVEL 6

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CLASS A UNITS AND UNIT SUBSIDIARIES  
SEE SHEET 8 FOR LEGEND

**UNITS PLAN No.**  
15633

# Form 4

Land Titles (Units Titles) Act 1970

## UNITS PLAN NO 15633

Block 6 Section 14 Division of KINGSTON

### 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 twelfth day of September Two thousand one hundred and twenty.   |
| 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 -134 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: <ul style="list-style-type: none"><li>(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;</li><li>(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>;</li></ul> |

- PURPOSE (c) To use the premises only for one or more of the following purposes:
- (i) residential use
  - (ii) commercial accommodation use LIMITED TO serviced apartment;
- PROVIDED THAT the maximum combined number of dwellings and serviced apartments is one hundred and thirty four (134);
- 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 affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid

shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- |   |     |   |
|---|-----|---|
| FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY | (i) | That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;   |
| RIGHT OF INSPECTION                                 | (j) | 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                                   | (k) | 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                               | (l) | That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> <li>(i) that has been identified in a development approval for retention during the period allowed for construction of the building;</li> <li>(ii) to which the <u>Tree Protection Act 2005</u>, applies;</li> </ul> |
| MINERALS AND WATER                                  | (m) | 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: <ul style="list-style-type: none"> <li>(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</li> </ul>  |

- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- |                    |     |   |
|--------------------|-----|---|
| ACCEPTANCE OF RENT | (b) | That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);  |
| FURTHER LEASE      | (c) | That any extension of terms for all the leases shall be in accordance with the provisions of the <u>Planning and Development Act 2007</u> ;   |
| 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: <ul style="list-style-type: none"> <li>(i) the Authority;</li> <li>(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</li> </ul> |

- (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) “commercial accommodation use” means commercial accommodation unit, guest house, hotel, motel, serviced apartment and tourist resort but does not include a caravan park/camping ground or a group or organised camp;
- (d) “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;
- (e) “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;
- (f) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (g) “residential use” means Caretaker’s residence, multi-unit housing, Residential Care Accommodation, Retirement Village, Retirement village scheme, Secondary

residence, Single dwelling housing and Supportive housing;

- (h) "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);
- (i) "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;
- (j) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) 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 Fifteenth day of November 2022.



Lyn Tankey  
a delegate of the Planning and Land Authority in exercising its functions

**LESSEE: WENTWORTH AVENUE PTY LIMITED ACN 143 476 251**

by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT  
Registration No. 3009378

Witness:  
Amanda Leigh Noy



# Form 5

Land Titles (Unit Titles) Act 1970

## UNITS PLAN NO 15633

Block 6 Section 14 Division of KINGSTON

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 twelfth day of September Two thousand one hundred and twenty.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
  - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a 'proposed services easement' on the Deposited Plan a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
  - (b) the service provider may:
    - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
    - (ii) do anything reasonably necessary for that purpose, including without limitation:
      - (A) entering or passing through the parcel of land;
      - (B) taking anything on to the parcel of land; and
      - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
  - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
    - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and

- (ii) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
  - (d) Clause 3(c)(ii), does not require the service provider to restore:
    - (i) the parcel of land to a condition that would result in:
      - (A) an interference with:
        - (1) any service on or through the parcel of land; or
        - (2) access to any service on or through the parcel of land; or
      - (B) a contravention of a law of the Territory; or
    - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Reservation;
  - (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
  - (f) for the purposes of the Reservation, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
  - (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. The Owners - Units Plan No.15633 ("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 carparking landscaping 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 4(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 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 affect 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) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owner's Corporations cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (h) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

- (i) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
  - (j) 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;
  - (k) 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;
  - (l) 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;
  - (m) 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.
5. 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.

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) “owners corporation” means the body corporate under the name of ‘The Owners - Units Plan No. 15633 ‘;
- (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.....Fifteenth..... day of.....November.....2022.



Lyn Tankey

a delegate of the Planning and Land  
Authority in exercising its functions

LESSEE: **WENTWORTH AVENUE PTY LIMITED ACN 143 476 251**  
by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT  
Registration No. 3009378

Witness:  
Amanda Leigh Noy





Access Canberra

LAND TITLES

ACCESS CANBERRA

Chief Mii



SR\$3310662

26/04/2024 07:32:37 Taun L

SPECIAL RE

3310662

094 - SR

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number	Customer Reference Number
Settlements ACT	admin@settlementsact.com.au		UP15633

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3014:906	KINGSTON	14	6	UP 15633

DETAILS OF RULES BEING REGISTERED

DATE MEETING HELD (must be registered within 3 months)

THE OWNER'S CORPORATION RULES ARE TO BE AMMENDED IN ACCORANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 13TH MARCH 2024 AND RESOLVED BY THE OWNERS CORPORATION

13/03/2024

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 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:

Daniel Kade LESKOVEC  
BRANCH MANAGER

Witnessed By:

Carmel FISCHER  
ADMINISTRATION MANAGER

for: Vantage Strata

on behalf of the Registered Proprietor/Managing Agent

VOI sighted category 3

--

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Bylaws</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	02/05/2024



**Unit Titles (Management) Act 2011 – Form 1**

**NOTICE OF REDUCED QUORUM DECISIONS**

**Part A Details of reduced quorum decisions<sup>†</sup>**

**A1 The Owners—Units Plan No 15633**

**A2 Annual General Meeting**

Date (or dates) of Annual General Meeting at which the reduced quorum decision or decisions were made—13 March 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
13.3.2024	As per 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.



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

<sup>†</sup> In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

# NOTICE OF REDUCED QUORUM DECISIONS

## **Part B**      **General information**

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### **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).



# VANTAGE STRATA

BUILDING A TRUST

## MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS UNITS PLAN NO. 15633 82 Wentworth Avenue, Kingston, ACT 2604

<b>Venue:</b>	Microsoft Teams Teleconference			
<b>Date:</b>	Wednesday, 13 March 2024			
<b>Time:</b>	5:30PM			
<b>Present:</b>	G & S Harvey	Lot 122	C Strack	Lot 8
	A O'Brien	Lot 70	A Lamont	Lot 40
	G & J Rogers	Lot 115	L Yaxley	Lot 59
	N Layt	Lot 9	P Coles & J Hancock	Lot 133
	T Radnell & A Fullerton	Lot 121	B & C West	Lot 127
	J Taylor	Lot 2	D Crisp & A Gutteridge	Lot 72
	N Vaz & L Hart	Lot 74	M Colbert & K Feltrin	Lot 55
	Y Buresch & C Watts	Lot 93	L Blackman	Lot 33
	A & k Moore	Lot 119	B Graham & M Eaton	Lot 131
	C Rogers	Lot 15	M Ness	Lot 49
	G & J Bergkotte	Lot 120	C Carr	Lot 5
	A & J Wesley	Lot 114	C Warren	Lot 35
	Ashutosh & C Kush	Lot 134	H See Kay	Lot 48
	S Munoz	Lot 132	H Stephenson	Lot 78
	K Prado	Lot 7	K McBride	Lot 39
	L Maftoum	Lot 32	S D'Arcy & K Tyas	Lot 21
	L Dore	Lot 71	A & K Moore	Lot 45
	A Nazor	Lot 63	M Jodlowski	Lot 76
	O Ansen	Lot 77	C Arrieta	Lot 94
	J & K Campbell	Lot 124		
<b>Apologies:</b>	Nil			
<b>Proxies:</b>	Nil			
<b>Absentee Votes:</b>	D Dichiera	Lot 113		
<b>In Attendance:</b>	K McIntyre	Strata Manager, Vantage Strata		



**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 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

## 1. CHAIRPERSON, PROXIES AND APOLOGIES

---

**Motion 1:** It was **resolved** that G Bergkotte (Lot 120) undertook the role of Chairperson and officially opened the Meeting at 6:00PM noting the reduced quorum. No proxies and apologies were received.

## 2. ADOPTION OF MINUTES

---

**Motion 2:** It was **resolved** the minutes of the Previous Annual General Meeting be confirmed.

**CARRIED**

## 3. INSURANCE VALUATION - (Obtain)

---

**Motion 3:** It was **resolved** That the Owners Corporation authorise the Managing Agent to obtain an Insurance Valuation from QIA Group Pty Ltd and once received, the cover amount in the current insurance policy to be adjusted in line with the recommended insured amount as per the report.

**CARRIED**

## 4. INSURANCE

---

**Motion 4:** It was **resolved** by Special Resolution, that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,
- b) give consideration to premium funding the policy if necessary,



- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,  
d) obtain an Insurance Valuation Report from a qualified contractor if necessary.

**CARRIED**  
**(No Dissent Noted)**

## **5. AUDITED FINANCIALS (Adoption)**

---

**Motion 5:** It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 15th of November 2023, a copy of which is attached.

**CARRIED**

## **6. AUDITED FINANCIALS**

---

**Motion 6:** It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.

**CARRIED**

## **7. ADMIN FUND EXPENDITURE BUDGET**

---

**Motion 7:** It was **resolved** that the Administration Fund expenditure budget of \$455,985.33 plus GST for the period 16th of November 2023 to 15th of November 2024 be adopted.

**CARRIED**

## **8. ADMIN FUND CONTRIBUTION**

---

**Motion 8:** It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$455,985.33 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 15th of April 2024, 15th of June 2024, 15th of September 2024 and 15th of November 2024.

**CARRIED**

## **9. SINKING FUND PLAN - (Adoption)**

---

**Motion 9:** It was **resolved** that the Owners Corporation adopt the Sinking Fund Plan (See full report in the BuildingLink library) and make contributions to the Sinking Fund as recommended in the report.

**CARRIED**



## 10. SINKING FUND EXPENDITURE BUDGET

---

**Motion 10:** It was **resolved** that the Sinking Fund expenditure budget of \$4,811.00 plus GST for the period 16th of November 2023 to 15th of November 2024 be adopted.

**CARRIED**

## 11. SINKING FUND CONTRIBUTION

---

The Sinking Fund Report dated 10th of October 2023 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$83,874.00 plus GST.

**Motion 11:** It was **resolved** that a contribution of \$83,874.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 16th of November 2023 to 15th of November 2024 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 15th of April 2024, 15th of June 2024, 15th of September 2024 and 15th of November 2024.

**CARRIED**

## 12. MAINTENANCE PLAN (Obtain)

---

**Motion 12:** It was **resolved** that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to prepare a maintenance plan as required under the Unit Titles (Management) Act 2011.

**CARRIED**

## 13. FIRE SAFETY REVIEW

---

**Item 13:** It was **advised** that it is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

A copy of the Annual Fire Safety Certificate can be located in the agenda pack.

## 14. DEFECTS

---

**Item 14:** The status of defect repairs was discussed with those present. The meeting agreed to continue pursuing communication with BLOC while progress is being made. It was recommended encouraging owners to report any common property defects via email to the Strata Manager.



An Owner present enquired about the total number of defects reported for the complex. The Manager advised that the numbers are not available, and this would have to be determined out of session. It was noted that quote are being obtained to undertake a common property defects report, which will be provided to the Executive Committee to consider, once received.

T Radnell & A Fullerton (U511) reported render falling off from the balcony rail.

The Manager requested the unit send through an email with photos and description of the issue.

It was mentioned that there is lime on the pavers. The Manager advised that BLOC would be notified of this matter.

P Coles & J Hancock (U611) enquired about common place for defects details to prevent duplication in terms of reporting.

*Note to the Minutes:* The Manager advised that any common property defects can be reported through BuildingLink Maintenance Requests. These will be provided to BLOC and also provided to the company engaged to complete the defects report.

The Manager was requested for confirmation regarding the timeline for the defects to be reported to BLOC. The Manager advised that common property defects have a two-year period for non-structural and 6-year period for structural.

## 15. CONTRACTS

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**Item 15:** It was noted that any maintenance contracts coming up for renewal will be disclosed and discussed with the Executive Committee prior to their expiry.

## 16. CONTRACTS AND SERVICE AGREEMENTS

---

**Motion 16:** It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.

**CARRIED**

## 17. RULES (ADOPTION AND REGISTRATION)

---

**Motion 17:** It was **resolved** that the Owners Corporation resolve, by Special Resolution to:-

- a) rescind any existing registered rules.
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached).



- c) accept that the updated rules will supersede and replace all other Rules previously in force.
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.
- e) Strike out Rules 31.2 (b) from the Owners Corporation Rules

**CARRIED**

An Owner present highlighted that the proposed operation hours for the gym cannot be imposed unless it is voted for by the Owners Corporation and the rules are lodged at ACT for enforcement.

Concerns with the proposed hours of operation for the gym were raised by various owners present. Following discussion between those present regarding the proposed rule, it was determined that the hours of operation will be removed from the gym rule.

It was questioned about the right method to dispose of the cooking oil as it is stated in the Rules 29 (d) that owners must not dispose any cooking oils in the receptacles provided at the common property. The Manager advised that this is referring to large quantities of oil. If Residents need to dispose of cooking oil they should pour cooled oil in a container with secure lid and dispose of in the rubbish bin.

Note to the Minutes: See link to City Services Website which contains further information for Residents to understand how to dispose of cooking oil - [Cooking oil - Recyclopaedia \(act.gov.au\)](http://www.act.gov.au).

It was requested that Rule 29 (d) be more precise. It has also been highlighted that the Rules 30.2 (a) and 31.2 (a) have some errors. The Manager explained that the reference link failed to be copied due to format and will be corrected.

C Strack (G08) asked for explanation in regard to *Rules 21 Right of Access* and requested for a detailed process to be in place. A O'Brien (U306) clarified that EC will not force access to any unit. The circumstance of such scenario is to rectify urgent defects which affects other units and sufficient notice will be given to the owner or tenant prior to work commencement.

Note to the Minutes: The Unit Titles Management Act 2011 stipulates the process for gaining entry into units.

An enquired was raised regarding Rules 22.2 (a) in terms of the audio-visual security camera and how owner's privacy is protected. Additionally it was requested for confirmation on how the data is managed and what are the policies and procedures. The Manager advised that they will work with the Committee and develop a CCTV Policy for 82W. It was noted that the current policy in place is that any incident should be reported to police and footage will only be provided to the proper authorities. Residents will not have access to the footage.



## 18. STRATA MANAGEMENT AGENCY AGREEMENT

---

**Motion 18:** That the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry of the current agreement, appointing Vantage Strata as follows:

- That Vantage Strata be appointed as Manager, for a period of 3 year/s.
- Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.
- Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

**FAILED**

The Unit Titles (Management) Act 2011, requires that a written agreement be in place between the Owners Corporation and the Strata Manager. In order to formalise arrangements, it is recommended that a management agreement be put in place covering the management services.

Concerns were raised by those present in terms of the current services provided by Vantage Strata. The concerns and comments were acknowledged and will be discussed further with the Executive Committee. It was agreed to not approve the re-signing with Vantage Strata and the Executive Committee to undertake a tender.

## 19. BUILDING MANAGEMENT AGENCY AGREEMENT

---

**Motion 19:** That the Owners Corporation authorise the Executive Committee to enter into a written On Site Building Management Agreement appointing Vantage Strata as follows:

- a) That Vantage Strata be appointed as the Manager for On Site Building Management Services, for a period of 3 year/s.
- b) That Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

**FAILED**

Concerns were raised by those present in terms of the current services provided by Vantage Strata. The concerns and comments were acknowledged and will be discussed further with the Executive Committee. It was agreed to not approve the re-signing with Vantage Strata and the Executive Committee to undertake a tender.



## 20. EXECUTIVE COMMITTEE (Election)

---

**Motion 20:** It was **resolved** that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.

**CARRIED**

The following nominations were received and accepted:

J Taylor	Lot 2
C Strack	Lot 8
N Layt	Lot 9
A O'Brien	Lot 70
G Bergkotte	Lot 120
G Harvey	Lot 122
C West	Lot 127

## 21. GENERAL BUSINESS

---

### Item 21:

#### **Financial Control**

C Strack (G08) has requested for a better financial control from Vantage moving forward in terms of unauthorised expenditure. The Manager advised that moving forward any job will be verified and prior to approval of the invoice. It was noted that the Treasurer of the Executive Committee can be provided access to Vantage Strata invoice system to become a secondary approver of invoices prior to the invoices being paid. The Manager to discuss further with the Executive Committee.

A Lamont (U122) requested that the cost to be recovered from IOFS for unauthorised approval given for the rubbish chute blockage clearance work.

The Manager advised that the cost recovery process from IOFS is in progress and the money will be reimbursed to Owners Corporation.

#### **Waste Management**

N Layt (UG09) proposed for a better mechanism in terms of waste disposal and to prevent the dumping of bulky waste in the Complex.

The Manager advised that the Building Manager will monitor the dumping onsite and ensure Residents are disposing of their rubbish appropriately through the chutes.



### **Contract**

#### ***Gardening***

Concerns were raised regarding the garden maintenance onsite. It was requested that the Executive Committee review the current contract. It was requested that the garden damaged by BLOC should be rectified by BLOC. The Manager to contact BLOC and ensure the garden is remedy in a timely manner.

### **Energy Trade Embedded Network**

C Strack (UG08) requested that the incoming EC investigate the embedded network for electricity to ensure the Owners Corporation is getting value for money and competitive pricing.

### **Gym Equipment**

It was requested that the Executive Committee investigate a new treadmill in the gym to a better-quality treadmill.

## **22. MEETING CLOSURE**

---

There being no further business the meeting formally closed at **7.26PM**.





## Schedule 1 Default rules

(see s 7A)

### 1.1 Definitions—default rules

- (1) In these rules:

*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 these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

### 1.2 Payment of rates and taxes by unit owners

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

### 1.3 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.

### 1.4 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 Executive Committee by special 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).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

**Examples—permission not unreasonably withheld**

- safety considerations
- structural considerations

**Example—permission unreasonably withheld**  
external appearance of a unit or the units plan

**1.5 Pets in units**

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
  - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
  - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
  - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
  - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

**1.6 Assistance animals**

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.



**1.7 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, other than in accordance with a special privilege rule.

**1.8 Hazardous use of unit**

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

**1.9 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.

**1.10 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.

**1.11 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.

**1.12 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 their 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.

*executive committee representative* means a person authorised, in writing, by the executive committee under rule 1.12 (4).

**1.13 Electronic meetings****Attendance:**

- (a) A unit owner may attend and participate in a general meeting of the Owners Corporation by means of teleconference, videoconferencing, or other electronic means from a remote location (“electronic attendance”), provided the unit owner is able to:
- Communicate with other participants in the meeting; and
  - Participate in the meeting and engage with the other participants at the meeting.
- (b) 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 for the meeting.
- (c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

**Participation:**

- (a) Where a unit owner participates in a general meeting of the Owners Corporation through electronic attendance, the unit owner may participate in all aspects, including:
- (i) Participating in debate at the meeting; and
  - (ii) Voting in resolutions at the meeting.

**Pre-meeting electronic voting:**

- (a) Decision making at general meetings of the Owners Corporation may be undertaken by electronic means prior to a general meeting (pre-meeting electronic voting). Pre-meeting electronic voting includes:
- (i) Voting by means of e-mail submission of ballot papers;
  - (ii) Voting by means of accessing a website and submitting an online ballot paper;



- (iii) Voting by means of utilising an electronic application and submitting a ballot paper; and
  - (iv) Voting by alternative electronic method as agreed by the Owners Corporation.
- (b) At least 10 days prior to the meeting, the Owners Corporation must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- (i) A declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
  - (ii) The resolution to be voted on (including any explanatory material);
  - (iii) Instructions for completing the ballot paper and indicating the voter's choice;
  - (iv) Instructions for submitting the ballot paper (including an e-mail address for return if applicable), and the final date and time for submission of the ballot paper;
  - (v) 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.
- (c) The Owners Corporation may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

**- Units Plan 15633, '82 W', No. 82 Wentworth Avenue, Kingston, ACT  
2604**

**Owners Corporation Rules**

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**1. Definitions and interpretation**

**1.1 Definitions**

In these rules:

- (a) *Act* means the *Unit Titles (Management) Act 2011* (ACT).
- (b) *Building* means the building constructed on Block 6 Section 14 and includes all car parking, storage and common property.
- (c) *Building Manager* means the person appointed from time to time to manage the Building.
- (d) *Executive Committee* means the executive committee of the owners corporation established under the Act.
- (e) *Executive Committee Representative* means a person authorised in writing by the executive committee under rule 11(d).
- (f) *Manager of the Owners Corporation* means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (g) *Occupier* of a unit includes the unit owner, an occupier, 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.
- (h) *Owners Corporation* means the owners corporation established for the units plan for the Building.
- (i) *Policy* means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 24.
- (j) *Territory* means the Australian Capital Territory.
- (k) *Unit* includes a unit subsidiary.
- (l) *Unit owner* means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) *Vehicle* means a motor vehicle, motor cycle, or other motorised means of transport.



**1.2 Interpretation**

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.

- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.
- (a) The word "includes" in any form is not a word of limitation.

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## **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.

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## **3. Repairs and Maintenance**

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

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## **4. Erections and Alterations**

### **4.1 General**

- (a) A unit owner shall not, except in accordance with:
  - (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
  - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
  - (iii) the provisions of a Policy of the Owners Corporation,erect or alter any structure in or on a unit or common property.
- (b) For the purposes of rule 4:
  - (i) erecting or altering a structure includes adding structures onto a unit or common property, altering of a unit or common property and fixing things to a unit or common property; and
  - (ii) erecting or altering a structure does not include cosmetic changes to a unit or common property that do not attach to, alter or otherwise impact the Building.
- (c) A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.



### **4.2 Fire Safety Requirements**

- (a) Due to fire safety requirements in the Building, unit owners must not:
  - (i) install fly screens or security screens on unit entry doors;

- (ii) not 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.
- (b) 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 that:
  - (i) a proposed erection or alteration of a structure in or on their unit; or
  - (ii) a proposed change in use of a unit,
 will have on the Building's fire safety systems.
- (c) A unit owner or occupier must not place any item on top of a storage cage unit.
- (d) A unit owner or occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

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## 5. Use of common property

- (a) 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 of another unit.
- (b) Specifically, a unit owner must not:
  - (i) store any items on the common property;
  - (ii) obstruct the common property;
  - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
  - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.




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## 6. Use of unit—hazardous use

- (a) A unit owner must not use a unit, or permit it to be used, so as to cause a hazard to an owner of another unit.
- (b) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

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## 7. Use of unit—nuisance or annoyance

- (a) 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 or occupier of another unit.

- (b) A dispute between unit owners as to out whether a use causes a nuisance or substantial annoyance to an owner of another unit may be referred to the Executive Committee for determination.
- (c) This rule does not apply to the use of a unit if the Executive Committee has given the owner of the unit written permission for that use, where:
  - (i) permission may be given subject to stated conditions; and
  - (ii) permission may be withdrawn by special resolution of the Owners Corporation.

## **8. Noise**

### **8.1 General**

- (a) A unit owner must not make, or permit to be made, such a noise:
  - (i) within the unit; or
  - (ii) within common property,
 as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner of another unit.
- (b) 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, where:
  - (i) permission may be given subject to stated conditions; and
  - (ii) permission may be withdrawn by special resolution of the owners corporation.

### **8.2 Floor coverings**

- (a) 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.
- (b) 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:
  - (i) the Executive Committee has provided permission in writing, where:
    - A. permission may be withheld in its absolute discretion; and
    - B. permission may be given subject to stated conditions; and
  - (ii) 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, certification of the installation must be provided to the Owners Corporation.



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## 9. Use of unit—Illegal

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

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## 10. Election of Executive Committee

### 10.1 Membership

- (a) The Executive Committee will generally consist of between 3 and 7 unit owners (**members**).
- (b) Members of the Executive Committee will be elected pursuant to rules 10.2 and 10.3 at each Annual General Meeting (**AGM**) of the Owners Corporation, and hold office from directly after the AGM until:
  - (i) the next AGM of the Owners Corporation;
  - (ii) they cease to be a unit owner; or
  - (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).

### 10.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee shall notify unit owners:
  - (i) that nominations to be members of the Executive Committee are open;
  - (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
  - (iii) the date and time when nominations close (the **nomination period**).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 10.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

### 10.3 Election

- (a) *Should less than 3 nominations be received:*
  - (i) When providing unit owners with notice of the next AGM the current Executive Committee shall notify unit owners that an insufficient amount of nominations were received and the nomination period is extended until the AGM;
  - (ii) At the AGM:
    - A. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);



- B. If between 3 and 7 nominations are received, unit owners shall elect these nominees to the new Executive Committee by ordinary resolution;
- C. If more than 7 nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined in Rule 10.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;
- D. If less than 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.

(b) ***Between 3 and 7 nominees received:***

- (i) At the AGM unit owners shall elect these nominees to the new Executive Committee by ordinary resolution.

(c) ***More than 7 nominations received:***

- (i) When providing unit owners with notice of the AGM, the current Executive Committee shall provide unit owners with:
  - A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and
  - B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:
    - 1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 35, and further voting at the AGM in person; and
    - 2) with a ballot that allows for unit owners to indicate their preference for seven nominees.
- (ii) At the AGM, the current Executive Committee must count the votes of the unit owners (obtained through all methods of voting). The seven nominees with the largest number of votes will be elected members of the new Executive Committee.
  - A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, unit owners shall vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee; and
  - B. If less than 3 nominees receive votes, a further round of voting shall be held at the AGM. Nominees who have received votes must be removed from the vote, and unit owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.



- (iii) Unit owners shall elect successful nominees to the new Executive Committee by ordinary resolution.
- (d) All unit owners must be notified of the unit owners elected to be the new Executive Committee in the minutes of the AGM.

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## 11. What may an Executive Committee Representative do?

- (a) An Executive Committee Representative may do any of the following in relation to a unit at all reasonable times:
  - (i) if the Executive Committee has reasonable grounds for suspecting that there is a contravention of the Act, relative legislation or the rules in relation to a unit—inspect the unit to investigate the breach;
  - (ii) access the unit to carry out any maintenance on common property required under the Act or these rules;
  - (iii) attend to anything else the Owners Corporation is required to do under the Act or these rules.
- (b) An Executive Committee Representative may enter a unit and remain in the unit for as long as is necessary to carry out the actions mentioned in paragraph 11(a).
- (c) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in paragraph 11(a) unless:
  - (i) the Executive Committee or the Executive Committee Representative has obtained consent from the owner and has given the owner of the unit reasonable written notice (not less than 7 days) of their intention to carry out the action mentioned in paragraph 11(a); or
  - (ii) in the case of an emergency, an Executive Committee Representative may access the unit without consent if it is essential that the action be done without notice. Examples of an emergency are 1) water flowing from one unit into another and causing damage 2) an external glass window is dislodged and likely to fall; these examples are not exhaustive.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

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## 12. Seal of Owners Corporation

### 12.1 Sealing of documents

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



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

## 12.2 Manager may affix seal

The common seal may be attached to:

- certificates under section 119 of the Act and
- reduced quorum notices,

by the Manager of the Owners Corporation without following the procedure in rule 12.1.

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## 13. Damage to common property

- (a) A unit owner must not damage any part of the common property.
- (b) The costs of the Owners Corporation in rectifying any such damage under rule 13(a) shall become a debt payable by the unit owner to the Owners Corporation on demand.

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## 14. Vehicles

### 14.1 Parking of vehicles

- (a) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- (b) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units without the prior, written permission of the Unit owner.
- (c) A Unit owner must not park or stand any vehicle on common property or permit any invitees of the Unit owner to park or stand any vehicle on common property, except with the prior written approval of the Executive Committee where:
  - (i) permission may be given subject to stated conditions; and
  - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee
- (d) Visitor Parking is for the use of visitors to the complex and is intended for short term stays only. The ordinary meaning of 'short term stay' applies; however, for clarity, the regular or frequent use of Visitor Parking spaces by the same vehicle would not constitute a short-term stay. Any user wishing to use Visitor Parking spaces for longer term stays (i.e. 7 consecutive days or more) requires written approval from the Executive Committee as per clauses (c) (i) and (ii) above.
- (e) Disabled parking may only be used by vehicles displaying a valid, state or territory issued disability parking permit.
- (f) The Electric Vehicle (EV) charging spots are provided for the charging of EVs only. Non EVs are not to park in these spots, and EVs are only to use them for the sole purpose of charging, and not for parking their EV post-charge. It is expected that EVs are removed from the EV charging space once charging is complete.



- (g) The Executive Committee reserves the right to take reasonable action in regard to offending vehicles, including issuing infringements.

## **14.2 Use of vehicle spaces**

- (a) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners. A unit owner must ensure that they, or any invitee of theirs using a car space including Visitor Parking, parks their vehicle entirely within the confines of the individual car parking space, and ensure that the vehicle does not intrude onto surrounding car spaces.

## **14.3 Leasing of Car Spaces**

- (a) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be recorded to allow entry to the car space.

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# **15. Balconies and Windows**

## **15.1 Balconies**

- (a) A unit owner must not:
  - (i) erect a fixed clothesline on a balcony;
  - (ii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings;
  - (iii) store possessions not usually situated on a balcony on the balcony;
  - (iv) erect a screen, awning, pergola or other item on the balcony,so they are visible from outside the Building, or from other units.
- (b) A unit owner must not install or place, or otherwise cause to be installed or placed, a shower, spa, pool, bath or other wet device on a balcony or courtyard.
- (c) This rule does not apply to a unit owner's use of a balcony if the Executive Committee has given the owner of the unit written permission for that use, where:
  - (i) permission may be given subject to stated conditions; and
  - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.



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# **16. Exterior Maintenance & Cleaning**

- (a) 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.
- (b) 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:

- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the unit owner to ensure that the cleaning process does not allow water to run/drip onto the balcony, or penetrate into, the unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other unit owners).
- (d) Any costs of 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 rule 13.

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## 17. Smoke Free Complex

*Note 1: we would like occupiers to be able to live in a smoke-free environment, and enjoy the use of their Unit and balcony areas at all times without being exposed to the odour and harmful chemicals contained in second-hand tobacco smoke. Smoke-free apartments also offer additional benefits such as: reduced risk of fire, and lower cleaning costs. This rule allows unit owners and occupiers to smoke inside their own apartments with all doors and windows closed to prevent their second hand smoke from drifting into other Units or common property.*

- (a) A Unit owner, occupier or their visitor(s) must not smoke or vape, or allow any other person to smoke or vape, on the common property, or within 5 metres of the building entrances, including but not limited to all vehicle parking levels, the ground floor and basement, in the gymnasium, the BBQ area, residential level corridors and access passageways and fire stairways.
- (b) An Unit owner, occupier of their visitor must not smoke or vape, or allow any other person to smoke or vape, within a Unit, including a Unit balcony, if the smoke and/or odour generated by the person's smoking is likely to:
  - (i) enter into any other Unit; or
  - (ii) cause discomfort and/or annoyance to any other Unit owner, occupier or their visitor(s).

---

## 18. Pets in units

- (a) Unless contradicted by a Territory Law, a unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
  - (i) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
  - (ii) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
  - (iii) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and



- (iv) the pet owner cleans any area of the units plan including common property that is soiled by the animal; and
  - (v) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (b) The pet owner must, within 14 days of the day the animal is first kept withing the unit, tell the Owners Corporation, in writing, that the animal is being kept within the unit.

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## 19. Planter Boxes & Plants

- (a) A unit owner is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.
- (b) It is the responsibility of the unit owner to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.
- (c) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall debt payable by the unit owner to the Owners Corporation on demand in accordance with rule 13.

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## 20. Provision of amenities or services

### 20.1 Amenities and Services

- (a) The Owners Corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the units, or the unit owners:
  - (i) window cleaning;
  - (ii) electricity, water or gas supply;
  - (iii) telecommunication services (e.g. internet or cable television); and
  - (iv) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 20.1 to provide an amenity or service to a unit or to the unit owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### 20.2 Access

- (a) The Owners Corporation may require access and authorise persons to enter into a unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on common property and unit owners must give access to their unit on reasonable notice for these purposes.



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## 21. Rights of Access

- (a) 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.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

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## 22. Security

### 22.1 Security Keys & Tags

- (a) The Owners Corporation may restrict access to parts of the common property so that they are accessible only by use of a security card or key or other security device.
- (b) If a unit owner leases or licences the unit, there must be included a requirement in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Owners Corporation when they vacate the unit.
- (c) A unit owner must not copy any security card or key or other security device.
- (d) Security cards or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a unit owner must pay for any additional or replacement card or key or device.

### 22.2 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio visual surveillance or security equipment for the security of the building.
- (b) A unit owner or invitees of unit owners must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

### 22.3 Security of Common Property

- (a) A unit owner must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
  - (i) ensuring that fire and security doors are locked or closed when they are not in use; and
  - (ii) reporting the loss of any security card or key or other security device.

---

## 23. Fire Control & Building Policies

- (a) The unit owner must comply with all relevant laws about fire control and must not:
  - (i) interfere with fire safety equipment; or
  - (ii) obstruct fire stairs or fire escapes.



- (b) The unit owner must, on reasonable notice, if applicable provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.

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## 24. Policies

- (a) 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.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies shall have the same force and effect as if they were part of these Rules.

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## 25. Signage and Advertising

- (a) Unit owners are not permitted to display, or cause to be displayed, any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, where:
  - (i) permission may be given subject to stated conditions.
  - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.
- (b) Subject to rule 25(a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.

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## 26. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building, including on a unit balcony, unless:
  - (i) the antennas are servicing the whole building; and
  - (i) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.



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## 27. Recovery of legal fees

If the Executive Committee on behalf of the Owners Corporation or the Owners Corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the Owners Corporation), the unit owner shall be liable to pay to the Owners

Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the unit owner.

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## **28. Moves In/Out of Unit**

### **28.1 Notice**

- (a) A unit owner or their agent must provide the Manager of the Owners Corporation with 3 business days' notice of persons moving in or out of a unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and where possible parking for removalist vehicles can be arranged.

### **28.2 Protection Materials**

- (a) The Owners Corporation shall provide, where possible, internal coverings for the lift interiors for use by removalists and persons moving in or out of a unit.
- (b) Unit owners shall ensure that removalists and persons moving in or out of a unit utilise protection materials when moving possessions through the common property.

### **28.3 Damage**

- (a) 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.

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## **29. Rubbish Disposal**

- (a) A unit owner must:
- (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;
  - (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
  - (iii) ensure that 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);
  - (iv) 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
  - (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area.
  - (vi) 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.



- (b) Unit owners must comply with the directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
- (c) Nothing in this rule 29 requires a unit owner 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.
- (d) A unit owner must dispose of any cooking oils or other like substances by placing them in a secure container before being disposed in an appropriate marked receptacle in the places provided on the common property.
- (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a unit owner contrary to this rule 29 shall be a debt payable by the unit owner to the Owners Corporation on demand.

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## **30. Barbeque Facilities**

### **30.1 Common Property**

- (a) The barbeque facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the barbeque facilities to the Building Manager or Strata Manager of the Owners Corporation.

### **30.2 Use**

- (a) Use of the barbeque facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Barbeque facilities are only to be used from [8am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the barbeque facilities.
- (d) Unit owners using the barbeque facilities must ensure they are left in a clean and tidy condition after use.
- (e) Unit owners use the barbeque facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.




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## **31. Gymnasium**

### **31.1 Common Property**

- (a) The gymnasium facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the gymnasium facilities to the Manager of the Owners Corporation.

### **31.2 Use**

- (a) Use of the gymnasium facilities is subject to rules 5, 7, 8, 13, 17 of these rules.

- (b) Unit owners must ensure they comply with all applicable Territory laws when using the gymnasium facilities.
- (c) Unit owners using the gymnasium facilities must ensure they are left in a clean and tidy condition after use.
- (d) Unit owners must not permit animals in the gymnasium at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

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## 32. Insurance

In the event of an excess being payable on an insurance claim of the Owners Corporation:

- (a) If Executive Committee determines that the cause of the insurance claim was from a unit, the unit owner(s) shall be responsible for the excess; and
- (b) If Executive Committee determines that the cause of the insurance claim was from the common property, the Owners Corporation shall be responsible for the excess.

---

## 33. Electronic Notices

- (a) A unit owner shall:
  - (i) provide the Owners Corporation with an email address to contact the unit owners; or
  - (ii) provide the Owners Corporation with written notice that 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 the Executive Committee.
- (b) 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 the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.




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## 34. Electronic Meetings

### 34.1 Attendance

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

- (ii) participate in the meeting and engage with the other participant's at the meeting.
- (b) 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 quorum for the meeting.
- (c) 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.

### 34.2 Participation

- (a) 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:
  - (i) participating in debate at the meeting; and
  - (ii) voting on resolutions at the meeting.

---

## 35. Pre-Meeting Electronic Voting

- (a) 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:
  - (i) voting by means of email submission of ballot papers;
  - (ii) voting by means of accessing a website and submitting an online ballot paper;
  - (iii) voting by means of utilising an electronic application and submitting a ballot paper; and
  - (iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) 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:
  - (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
  - (ii) the resolution to be voted on (including any explanatory material);
  - (iii) instructions for completing the ballot paper and indicating the voter's choice;
  - (iv) 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;



- (v) 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.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

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**36. Failure to Comply with Rules**

- (a) If the executive committee reasonably believes that a unit owner has contravened the Unit Titles (Management) Act 2011 (the Act) or these Rules, it may resolve on behalf of the Owners Corporation to give the unit owner a written notice (an infringement notice) that:
  - (i) specifies the breach of the Act or the Rules; and
  - (ii) requests that the breach is remedied by the unit owner within a specified timeframe.
- (b) The infringement notice may specify the action the unit owner needs to take to stop the breach.
- (c) The Executive Committee on behalf of the Owners Corporation may go to the ACT Civil and Administrative Tribunal (ACAT) seeking an order that the unit owner complies with the Rules if the contravention continues.
- (d) Where the Executive Committee on behalf of the Owners Corporation has taken action under this Rule, the executive committee may charge the unit owner an administrative fee. The administrative fee is in the amount of \$200 or as otherwise advised to unit owners in a Policy or other communication from the Executive Committee.





## 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.

<b>Unit</b>	<b>130</b>	<b>Block</b>	<b>6</b>	<b>Section</b>	<b>14</b>	<b>Suburb</b>	<b>KINGSTON</b>
-------------	------------	--------------	----------	----------------	-----------	---------------	-----------------

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? (N/A ex-Government House)	( )	( )
Certificate Number:		Dated:

**Please Note: There are no development covenants within the latest Units Plan, therefore a Compliance Certificate is not applicable.**

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  
 E-mail Address : actenquiries@infotrack.com.au  
 Client Reference : 26-116233 - 191128613

Date: 10-APR-26 10:05:44



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10-APR-2026 10:05

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**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

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**INFORMATION ABOUT THE PROPERTY**

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**KINGSTON Section 14/Block 6/Unit 130**

**Building Class: A**

**Area(m2):** 4,582.5

**Unimproved Value:** \$9,360,000

**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.



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**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA201935860      **Lodged** 16-AUG-19      **Type** See Subclass

**-- Application Details -----**

**Description**

AMENDMENT TO APPROVED DA201935860 . Amendment to the development application for demolition of the existing building and construction of 7 storey residential development with 134 residential apartments, basement car parking, landscaping, signage and associated works. LEASE VARIATION to specify one hundred and thirty four (134) dwellings. - the amendment is to align the lift and stair core, update service room, revised parking allocation, update to common facilities, update to lobby entry, windows added to eastern side, internal unit redesign, levels amended, level 5 planters removed, level 6 window changes, mechanical plant screened, level 5 and 6 balcony extended and associated works.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Lessee	Wentave Pty Ltd
Lessee	Wentworth Avenue Pty Limited
Lessee	Winzoo Developments Pty Ltd
Applicant	Canberra Town Planning Pty Ltd
Representor	Burke, Pauline
Representor	Black, Vicki
Representor	Hunt, Samuel
Representor	Driver, Sarah
Representor	Min, Xiang
Representor	Kingston And Barton Residents
Representor	Vivian-Smith, Gabriell
Representor	Vaziri, Shahrokh
Representor	Uno, Izumi
Representor	Gilmore, Jennifer
Representor	Yamaguchi, Tatsunori

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional



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**Application** DA201528806      **Lodged** 10-MAR-16      **Type** See Subclass

**-- Application Details -----**

**Description**

AMENDMENT TO DA201528806 - DEMOLITION-MULTI RESIDENTIAL DEVELOPMENT. Amendment to development application for demolition and multi residential development which is still under consideration - amendments include - amend driveways as agreed with TCCS -basement entry only via Burke Crescent & exit only via laneway to Leichhardt Street (with relevant changes to easements) and changes to visitor parking. For completeness, this DA incorporates amendments lodged previously as S144C including revised design to minimise overshadowing.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	1-1	
Canberra Central	Kingston	14	2-2	
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Lessee	Wentworth Avenue Pty Limited
Applicant	Redgen Mathieson Pty Ltd
Lessee	Oberon Broadcasters Pty Ltd
Representor	Panjwani, S
Representor	Subramanian, K
Representor	Jennifer Hodgeman
Representor	Zebedee Learoyd
Representor	La Mcfarlane & Ca Moffatt
Representor	Eminence Owner'S Corp
Representor	Sally Moyle

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional



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**PLANNING AND LEASE MANAGER (PaLM)  
 LEASE CONVEYANCING ENQUIRY REPORT**

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**Application** DA201120283      **Lodged** 28-JUN-11      **Type** See Subclass

**-- Application Details -----**

**Description**

LEASE VARIATION. Please see application form for full details of the lease variation.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	1-1	
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Lessee	Wentworth Ave Pty Ltd
Applicant	Parsons Brinckerhoff
Representor	Craig Gilbert
Representor	National Trust Of Australia (A

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional

**Application** DA20012646      **Lodged** 27-JUN-01      **Type** Non-residential

**-- Application Details -----**

**Description**

WIN Television - Addition of a 1.8 metre microwave dish on side of existing building

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	2-2	
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Applicant	Ntl Telecommunications Pty Ltd
Contact	Rayner
Lessee	Win Corporation Pty Ltd

**-- Activities -----**

Activity Name	Status
Da - (Dap)	Approved



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 LEASE CONVEYANCING ENQUIRY REPORT**

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**Application** DA995182      **Lodged** 06-AUG-99      **Type** Non-residential

**-- Application Details -----**

**Description**

Addition of 2 block male toilet and kitchen, also planter boxes and BBQ area onto existing premises. Addition of second internal mezzanine office space

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	1-1	
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Contact	Ring
Applicant	Architects Ring & Associates
Lessee	Wentworth (Act) Pty Ltd

**-- Activities -----**

Activity Name	Status
Da - (Dap)	Approved

**Application** DA960493      **Lodged** 09-FEB-96      **Type** Non-residential

**-- Application Details -----**

**Description**

ALTERATION TO COMMERCIAL PREMISES

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	1-1	
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Applicant	Brian Foskett P/L

**-- Activities -----**

Activity Name	Status
D+S Non Residential	Approved



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**Application** DA951752      **Lodged** 17-MAY-95      **Type** Non-residential

**-- Application Details -----**

**Description**

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	1-1	
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Applicant	Johnson Norwich Architects

**-- Activities -----**

Activity Name	Status
D+S Non Residential	Approved

**Application** DA950782      **Lodged** 03-MAR-95      **Type** Non-residential

**-- Application Details -----**

**Description**

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	1-1	
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Applicant	Bunning And Madden

**-- Activities -----**

Activity Name	Status
D+S Non Residential	Approved



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**Application** DA944511      **Lodged** 02-SEP-94      **Type** Non-residential

**-- Application Details -----**

**Description**

Lease V: See register.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	1-1	
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Applicant	Mccann And Associates

**-- Activities -----**

Activity Name	Status
La Lease Var Subdivision	Approved

**Application** DA925853      **Lodged** 03-SEP-92      **Type** Non-residential

**-- Application Details -----**

**Description**

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	14	2-2	
Canberra Central	Kingston	14	6-6	

**-- Involved Parties -----**

Role	Name
Applicant	Aba Project Management

**-- Activities -----**

Activity Name	Status
Non-Residential Design Siting	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>



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**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 asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

**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](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 -----

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

**The Owners - Units Plan No. 15633**

**Unit No: 608      Lot No: 130**

The above Corporation hereby certifies, pursuant to the Unit Titles Act, Section 119, the contributions payable under the Act in respect of the above unit are as follows:

### Entitlements

Unit Entitlement: **132**

Total Building Entitlements: **10,000**

### Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **SIGNATURE STRATA  
17/11 National Circuit  
BARTON ACT 2600**

Contact Phone Number: **0261850347**

### Corporation's records can be inspected at

Address: **SIGNATURE STRATA  
17/11 National Circuit  
BARTON ACT 2600**

Contact Phone Number: **0261850347**

### Members of Corporation's executive committee

Office	Name	Address
Chairperson	<b>Jack Taylor</b>	
Secretary	<b>Camden Watts</b>	406/82 Wentworth Avenue KINGSTON ACT 2604
Treasurer		
Committee	<b>Catherine West</b>	605/82 Wentworth Avenue KINGSTON ACT 2604
	<b>Taylor Radnell</b>	511/82 Wentworth Avenue KINGSTON ACT 2604
	<b>Carly Farrington</b>	G16/82 Wentworth Avenue KINGSTON ACT 2604
	<b>Simon D'Arcy</b>	103/82 Wentworth Ave KINGSTON ACT 2604
	<b>Janice Rogers</b>	505/82 Wentworth Avenue KINGSTON ACT 2604

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### Units Plan No. 15633 - Unit 608

#### Funds Details

##### Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$6,960.68**

Number of instalments payable **4**

##### Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
16/11/25 to 15/02/26	1,740.17	12/01/26	06/01/26	0.00	12/01/26
16/02/26 to 15/05/26	1,740.17	01/04/26	06/03/26	0.00	01/04/26
16/05/26 to 15/08/26	1,740.17	01/07/26		0.00	01/07/26
16/08/26 to 15/11/26	1,740.17	01/10/26		0.00	01/10/26

Amount (if any) outstanding (credit shown with -) **Nil**

Paid to **15/05/26**

##### Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil**

##### Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$1,650.44**

Number of instalments payable **4**

##### Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
16/11/25 to 15/02/26	412.61	12/01/26	06/01/26	0.00	12/01/26
16/02/26 to 15/05/26	412.61	01/04/26	06/03/26	0.00	01/04/26
16/05/26 to 15/08/26	412.61	01/07/26		0.00	01/07/26
16/08/26 to 15/11/26	412.61	01/10/26		0.00	01/10/26

Amount (if any) outstanding (credit shown with -) **Nil**

Paid to **15/05/26**

##### Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil**

##### Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil**

**UNIT TITLE SALE CERTIFICATE****Section 119 (1) (a)****Units Plan No. 15633 - Unit 608**

## Other amounts owing

Rate of interest payable	<b>10.00</b>	per cent		Interest Owing	<b>Nil</b>
Purpose		Fund	Amount	Due Date	Amount Due

Amount (if any) outstanding (credit shown with -)	<b>Nil</b>
---	------------

Total amount due and payable as at the date of this Certificate (credit shown with -):	<b>Nil</b>
--	------------

**Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> STRATA COMMUNITY INSURANCE	POL11099420	77,500,500.00	16/11/26		72,572.01
<i>LOSS OF RENT</i> STRATA COMMUNITY INSURANCE	POL11099420	11,625,075.00	16/11/26		
<i>PUBLIC LIABILITY</i> STRATA COMMUNITY INSURANCE	POL11099420	20,000,000.00	16/11/26		
<i>FIDELITY GUARANTEE</i> STRATA COMMUNITY INSURANCE	POL11099420	100,000.00	16/11/26		
<i>OFFICE BEARERS</i> STRATA COMMUNITY INSURANCE	POL11099420	1,000,000.00	16/11/26		
<i>VOLUNTARY WORKERS</i> STRATA COMMUNITY INSURANCE	POL11099420	\$200,000/\$2,000	16/11/26		
<i>GOVT AUDIT COSTS</i> STRATA COMMUNITY INSURANCE	POL11099420	25,000.00	16/11/26		
<i>APPEAL EXPENSES</i> STRATA COMMUNITY INSURANCE	POL11099420	100,000.00	16/11/26		
<i>MACHINERY BREAKDOWN</i> STRATA COMMUNITY INSURANCE	POL11099420	100,000.00	16/11/26		
<i>LOT OWNERS FIXTURES</i> STRATA COMMUNITY INSURANCE	POL11099420	300,000.00	16/11/26		
<i>WORKERS COMPENSATION</i> CGU INSURANCE	O/26-2789	Insured	16/11/26		279.95
<i>COMMON AREA CONTENTS</i> STRATA COMMUNITY INSURANCE	POL11099420	775,005.00	16/11/26		
<i>LEGAL DEFENSE</i> STRATA COMMUNITY INSURANCE	POL11099420	50,000.00	16/11/26		

**Fund Balances**

Balances as at: 14 April 2026

Administrative Fund	182,088.66
Sinking Fund	237,249.36

# UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

**Units Plan No. 15633 - Unit 608**

## Developer Control Period

Developer Control Period Expiry Date: Yes

## Borrowed Money

Whether the corporation has borrowed money and the details of those borrowings:

## Sustainability Infrastructure

Whether the corporation has installed sustainability infrastructure and who owns it:

## Crown Lease Extension Application

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

No

## Ongoing Development Approval

Whether the units plan is subject to ongoing Development Approval conditions:

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to [acepdcustomerservices@act.gov.au](mailto:acepdcustomerservices@act.gov.au) to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

# UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15633 - Unit 608

## Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

Not applicable

(ii) The name of the embedded network provider

Not applicable

Dated at Canberra the **14 April 2026**

*D. McCutty*





## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	POL11099420
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED SITUATION	The Owners - Units Plan No 15633 82 Wentworth Avenue, Kingston, ACT, 2604
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 16/11/2025 Expiry Date: 4:00pm on 16/11/2026
INTERMEDIARY	Arthur J. Gallagher
ADDRESS	PO Box 263, Deakin West, ACT, 2600
DATE OF ISSUE	11/11/2025

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$77,500,500
		Common Area Contents	\$775,005
	PART B	Loss of Rent/Temporary Accommodation	\$11,625,075
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Not Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

# Insurance Valuation Report

For  
82W

**82 Wentworth Avenue, Kingston ACT 2604**

**Scheme Number: 15633**



***COMPILED BY: QIA GROUP PTY LTD***

**Job Reference Number: 192051**

**21 September 2023**

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E i f @ i

**Professional Indemnity Insurance Policy Number 1411189338PLP**

QIA Group Pty Ltd



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## SECTION 1 – INSURANCE VALUATION SUMMARY

### **1.1 Purpose of Report**

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **82 Wentworth Avenue, Kingston ACT 2604**.

### **1.2 Property Address**

The property is situated at **82 Wentworth Avenue, Kingston ACT 2604**.

### **1.3 Description of Building**

The property comprises total one hundred and thirty-four residential apartments in a seven-story building complex with allocated car parking spaces at two levels of basement. Access to upper floor is by internal stairwell and three passenger lifts. Common property includes gym facilities, entertainment area, BBQ facilities, communal area, amenities, access driveways, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration is 2022.

### **1.4 Client**

**The Proprietors 82W.**

### **1.5 Replacement Value**

**Recommended Insured Value:**

**\$73,810,000 (Inc GST)**

### **1.6 Inspector Details**

**Inspector Number**

**101**



**Signed for and on behalf of QIA Group Pty Ltd**

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Recommended Insured Value**

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

### **2.2 Loss of Revenue**

The Insurance Valuation represents building costs only and excludes loss of revenue.

### **2.3 Current Trends**

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

### **2.4 Periodic Reviews**

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

### **2.5 Elements used in the Calculated Value of the Building Replacement**

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

## 2.6 Valuation

**Replacement Building and Improvements Cost:** \$56,120,000

Allowance for Cost Escalation:

Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	20 Months

Calculated at 6% over the period \$5,330,000

**Progressive Subtotal:** \$61,450,000

Professional Fees: \$5,530,000

**Progressive Subtotal:** \$66,980,000

Removal of Debris: \$2,810,000

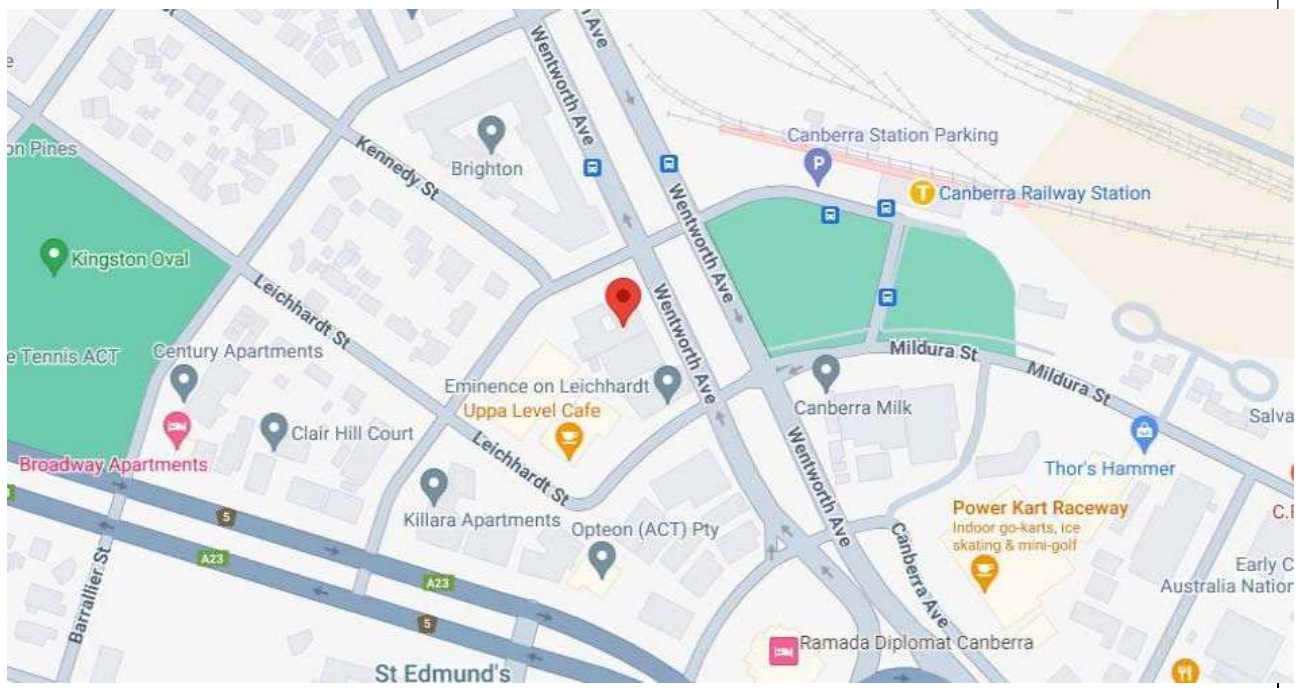
**Progressive Subtotal:** \$69,790,000

Cost Escalation for Insurance Policy Lapse Period: \$4,020,000

**Progressive Subtotal:** \$73,810,000

**Recommended Insured Value: \$73,810,000 (Inc GST)**

## 2.7 Site Location Map



## **SECTION 3 – REPORTING PROCESS AND CONTENT**

### **3.1 SITE FACTORS**

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

### **3.2 ADDITIONS & IMPROVEMENTS**

There appears to have been no improvement to the original construction.

### **3.3 MAINTENANCE**

Generally, the building appears to have been reasonably well maintained.

### **3.4 SUMMARY OF CONSTRUCTION**

#### **3.4.1 Primary Method of Construction**

##### **3.4.1.1 FLOOR STRUCTURE**

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

##### **3.4.1.2 WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Precast concrete masonry.

EXTERNAL WALL FINISHES: Painted concrete panels and Colorbond panels.

##### **3.4.1.3 ROOF STRUCTURE**

ROOF CONSTRUCTION: Combination of reinforced concrete and framed roof.

ROOFING: Cliplock & Powder coated metal sheeting and glass.

##### **3.4.1.4 DRIVEWAY STRUCTURE**

DRIVEWAY CONSTRUCTION: Concrete.

### **3.5 AREAS NOT INSPECTED - TYPICAL**

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

### **3.6 SCOPE**

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

**3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

## SECTION 4 – SITE PHOTOGRAPHS



# Sinking Fund Plan

**82W v3**

**82 Wentworth Avenue, Kingston, ACT 2604**

**Scheme Number: 15633**



***COMPILED BY VON HARAMINA***

**On 17 November 2025 for the  
15 Years Commencing: 16 November 2023  
QIA Job Reference Number: 192052**

Professional Indemnity Insurance Policy Number 1411189338 PLP  
© QIA Group Pty Ltd

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201

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QIA Group Pty Ltd  
ABN 27 116 106 453

*setting the standard...*

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd

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## INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

## LOCATION

82 Wentworth Avenue, Kingston, ACT 2604

## REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$8.39

## METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

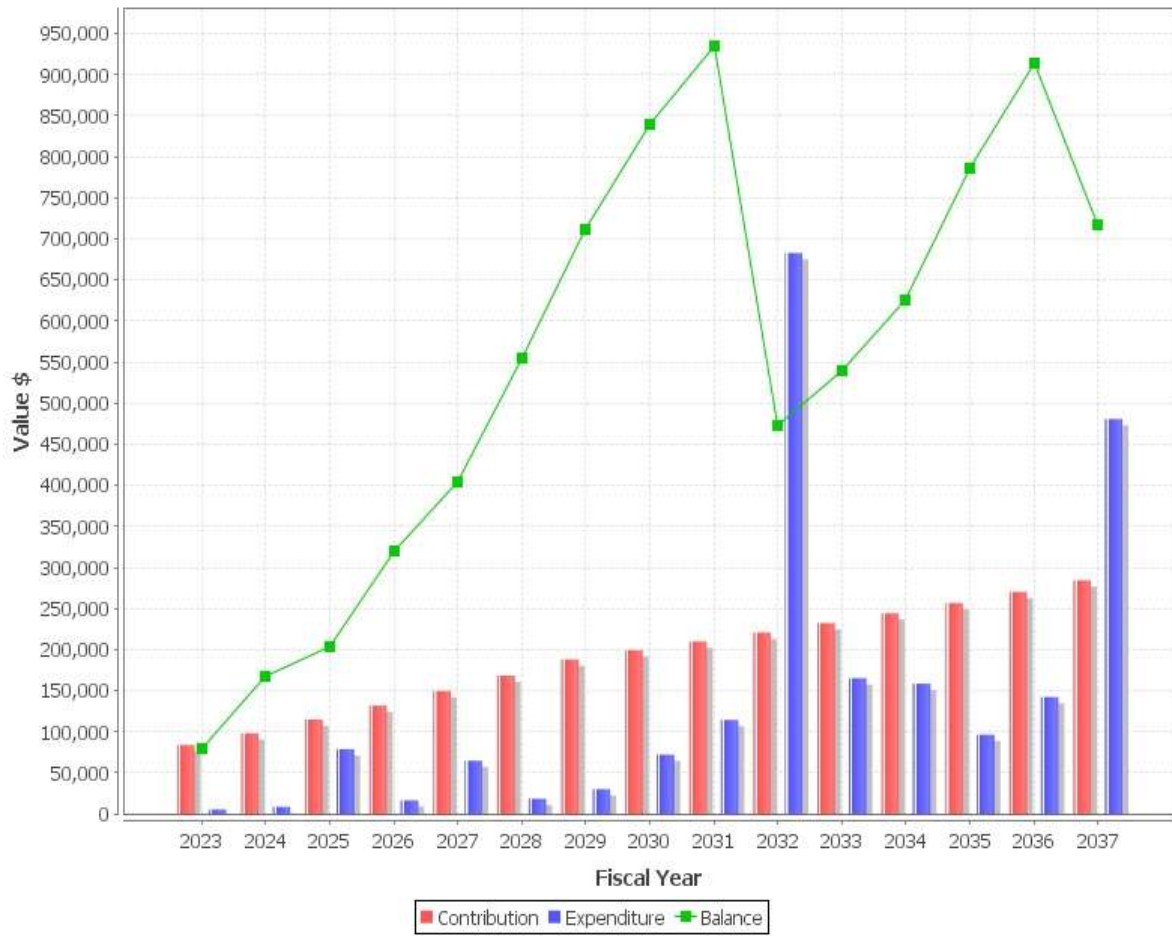
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

## SINKING FUND FINANCIAL SUMMARY

Report Year	Year	Opening Balance		Income		Expenses	Closing Balance
		Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement		
1	16/11/2023		\$0	\$83,874	\$8.39	\$5,293	\$78,581
2	16/11/2024		\$78,581	\$98,068	\$9.81	\$8,650	\$167,999
3	16/11/2025		\$167,999	\$114,764	\$11.48	\$78,674	\$204,088
4	16/11/2026		\$204,088	\$131,732	\$13.17	\$16,590	\$319,230
5	16/11/2027		\$319,230	\$149,582	\$14.96	\$64,713	\$404,099
6	16/11/2028		\$404,099	\$168,360	\$16.84	\$18,300	\$554,159
7	16/11/2029		\$554,159	\$188,115	\$18.81	\$30,021	\$712,253
8	16/11/2030		\$712,253	\$199,397	\$19.94	\$72,151	\$839,500
9	16/11/2031		\$839,500	\$209,766	\$20.98	\$114,371	\$934,894
10	16/11/2032		\$934,894	\$220,673	\$22.07	\$682,728	\$472,840
11	16/11/2033		\$472,840	\$232,148	\$23.21	\$165,115	\$539,874
12	16/11/2034		\$539,874	\$244,220	\$24.42	\$158,425	\$625,669
13	16/11/2035		\$625,669	\$256,920	\$25.69	\$96,447	\$786,141
14	16/11/2036		\$786,141	\$270,279	\$27.03	\$142,289	\$914,132
15	16/11/2037		\$914,132	\$284,334	\$28.43	\$480,742	\$717,724

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

<b>November 2023</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$5,293
<u>Total Forecast Expenditure for year - November 2023 (Inc GST):</u>		<u>\$5,293</u>
Includes GST amount of :		\$481
<b>November 2024</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$5,558
<b>GYM</b>		
- Provision to maintain/replace gym equipment		\$3,093
<u>Total Forecast Expenditure for year - November 2024 (Inc GST):</u>		<u>\$8,650</u>
Includes GST amount of :		\$786
<b>November 2025</b>		Expense Inc GST
<b>PLANNED/BUDGETED EXPENDITURE IN 2025/2026</b>		
- Provisional amount for landscaping works		\$67,500
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$5,836
<b>FURNITURE &amp; FITTINGS</b>		
- Install/Replace sensors/exits/emergency lighting		\$5,339
<u>Total Forecast Expenditure for year - November 2025 (Inc GST):</u>		<u>\$78,674</u>
Includes GST amount of :		\$7,152

<b>November 2026</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$6,127
<b>BASEMENT</b>		
- Maintain replace controller/pressure vessel/filters		\$1,965
<b>FURNITURE &amp; FITTINGS</b>		
- Provision to maintain/replace outdoor/indoor furniture		\$1,872
<b>AMENITIES - TOILETS / KITCHENETTE</b>		
- Maintain/replace fixtures/fittings		\$1,170
<b>FIRE PROTECTION SYSTEMS</b>		
- Provision to replace portable fire extinguishers		\$2,246
<b>PLANT &amp; EQUIPMENT</b>		
- Maintain waste hoppers/chutes		\$3,209
<u>Total Forecast Expenditure for year - November 2026 (Inc GST):</u>		<u>\$16,590</u>
Includes GST amount of :		\$1,508

<b>November 2027</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Maintain/restain soffits		\$4,481
- Provision for partial balcony membrane replacement		\$44,720
- Capital Replacement - General		\$6,434
<b>BASEMENT</b>		
- Maintain/repair main garage doors running gear		\$1,223
<b>FURNITURE &amp; FITTINGS</b>		
- Maintain signage		\$2,443
- Provision to upgrade swipe readers/keypads		\$1,832

**GYM**

- Provision to maintain/replace gym equipment	\$3,580
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<u>Total Forecast Expenditure for year - November 2027 (Inc GST):</u>	<u>\$64,713</u>
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Includes GST amount of :	\$5,883
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<b>November 2028</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$6,756
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**BASEMENT**

- Provision for CO sensor replacement/monitor	\$2,432
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**EXTERNAL WORKS INCLUDING BIN ENCLOSURES**

- Maintain common pipework	\$1,605
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**FURNITURE & FITTINGS**

- Install/Replace sensors/exits/emergency lighting	\$6,180
--	---------

- Provision to upgrade security cameras & associated equipment	\$1,327
--	---------

<u>Total Forecast Expenditure for year - November 2028 (Inc GST):</u>	<u>\$18,300</u>
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Includes GST amount of :	\$1,664
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<b>November 2029</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$2,856
--	---------

- Capital Replacement - General	\$7,093
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**ENTRY FOYER**

- Maintain floor tiles	\$2,506
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**EXTERNAL WORKS INCLUDING BIN ENCLOSURES**

- Maintain bin enclosure	\$1,857
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of common area lighting	\$2,693
- Provision to replace door closers	\$2,145
- Provision to replace door hardware	\$1,634

**LANDSCAPING**

- Maintain/replace irrigation system/controller	\$2,074
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**AMENITIES - TOILETS / KITCHENETTE**

- Maintain floor/wall tiling	\$1,625
- Maintain/replace fixtures/fittings	\$1,354

**LOBBIES**

- Maintain floor tiles	\$4,182
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Total Forecast Expenditure for year - November 2029 (Inc  
GST): \$30,021

Includes GST amount of : \$2,729

<b>November 2030</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Maintain screens/louvres/rails/frames	\$1,938
- Provision for partial balcony membrane replacement	\$51,769
- Capital Replacement - General	\$7,448

**FURNITURE & FITTINGS**

- Provision to upgrade swipe readers/keypads	\$2,121
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**PLANT & EQUIPMENT**

- Replace hot water pumps	\$4,730
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**GYM**

- Provision to maintain/replace gym equipment \$4,144

Total Forecast Expenditure for year - November 2030 (Inc GST): \$72,151

Includes GST amount of : \$6,559

**November 2031**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Replace window fixtures and fittings \$7,203

- Maintain pergola fixings/fitting \$1,420

- Capital Replacement - General \$7,820

**BASEMENT**

- Provision for CO sensor replacement/monitor \$2,816

- Replace main garage door motors \$4,505

**DRIVEWAYS, PATHWAYS & PARKING**

- Maintain tiled pathways \$4,308

**FURNITURE & FITTINGS**

- Install/Replace sensors/exits/emergency lighting \$7,154

- Provision to replace door closers \$2,365

**AMENITIES - TOILETS / KITCHENETTE**

- Replace extraction fan \$1,664

**FIRE PROTECTION SYSTEMS**

- Provision to replace fire hose reels \$10,390

- Provision to replace portable fire extinguishers \$2,867

- Replace jacking pump \$3,669

- Provision to replace hydrant valve assemblies & seals \$2,560

**ROOF**

- Provision to maintain roof fixtures and flashings \$12,798

**PLANT & EQUIPMENT**

- Maintain waste hoppers/chutes	\$4,096
- Maintain/replace EV charger	\$6,391
- Replace water pump	\$14,744
- Provision to replace hot water heater tanks	\$2,858

**GYM**

- Replace gym floor covering	\$14,744
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Total Forecast Expenditure for year - November 2031 (Inc GST): \$114,371

Includes GST amount of : \$10,397

**November 2032**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Repaint buildings	\$326,320
- Repaint balcony/verandah ceilings	\$66,927
- Maintain/restain soffits	\$5,719
- Scaffold/access equip allowance	\$29,367
- Provision to replace balustrade/handrail fixings	\$3,306
- Repaint posts/columns	\$4,616
- Capital Replacement - General	\$8,211

**BASEMENT**

- Repaint line marking	\$7,562
- Repaint door face	\$1,290
- Maintain replace controller/pressure vessel/filters	\$2,634

**DRIVEWAYS, PATHWAYS & PARKING**

- Maintain/repaint bollards	\$2,387
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**ENTRY FOYER**

- Repaint walls	\$6,594
- Maintain/restain ceiling	\$15,314
- Repaint door face	\$376

**FENCING**

- Repaint boundary walls/fencing	\$13,560
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**FURNITURE & FITTINGS**

- Provision to maintain/replace outdoor/indoor furniture	\$2,508
- Ongoing partial replacement of common area lighting	\$3,118

**LANDSCAPING**

- Maintain/repaint concrete planter boxes	\$3,440
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**AMENITIES - TOILETS / KITCHENETTE**

- Maintain floor/wall tiling	\$1,881
- Repaint walls and ceilings	\$4,080
- Maintain/replace fixtures/fittings	\$1,568

**LOBBIES**

- Repaint walls	\$62,892
- Repaint ceiling	\$26,866
- Repaint door face	\$71,098

**STAIRWELL**

- Repaint door face	\$3,386
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**GYM**

- Repaint walls	\$4,739
- Repaint ceiling	\$2,967

Total Forecast Expenditure for year - November 2032 (Inc GST): \$682,728

Includes GST amount of : \$62,066

<b>November 2033</b>	<b>Expense Inc GST</b>
<b>SUPERSTRUCTURE</b>	
- Provision for partial balcony membrane replacement	\$59,929
- Capital Replacement - General	\$8,622
<b>BASEMENT</b>	
- Maintain/replace exhaust/supply fans	\$4,470
- Maintain/replace HVAC monitor/variable driver	\$3,688
- Maintain ventilation ducting	\$4,030
- Maintain/repair main garage doors running gear	\$1,639
<b>ENTRY FOYER</b>	
- Maintain floor tiles	\$3,045
<b>EXTERNAL WORKS INCLUDING BIN ENCLOSURES</b>	
- Maintain/replace bin enclosure roller shutter doors & motors in 19 years (partial accrual) 20%	\$6,348
<b>FURNITURE &amp; FITTINGS</b>	
- Maintain signage	\$3,274
- Provision to upgrade swipe readers/keypads	\$2,455
- Provision to replace door closers	\$2,608
<b>FIRE PROTECTION SYSTEMS</b>	
- Provision to replace pressure vessel	\$1,270
- Provision to replace hydrant valve assemblies & seals	\$2,822
<b>LOBBIES</b>	
- Replace carpet in 15 years (partial accrual) 33%	\$43,211
- Maintain floor tiles	\$5,083
<b>PLANT &amp; EQUIPMENT</b>	
- Maintain ventilation ducting	\$2,347
- Replace hot water pumps	\$5,476

**GYM**

- Provision to maintain/replace gym equipment \$4,798

Total Forecast Expenditure for year - November 2033 (Inc GST): \$165,115

Includes GST amount of : \$15,010

**November 2034**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Replace window fixtures and fittings \$8,338

- Maintain screens/louvres/rails/frames \$2,356

- Maintain balcony/verandah floor tiles \$7,758

- Capital Replacement - General \$9,053

**BASEMENT**

- Provision for CO sensor replacement/monitor \$3,259

- Replace stormwater pumps/controllers \$10,904

**DRIVEWAYS, PATHWAYS & PARKING**

- Maintain tiled pathways \$4,987

- Maintain concrete pathways/driveway 3% of total \$2,731

- Replace traffic mirrors \$1,383

**FURNITURE & FITTINGS**

- Install/Replace sensors/exits/emergency lighting \$8,282

- Provision to upgrade intercom systems, handsets & associated equipment \$25,985

- Provision to replace BBQ's \$6,321

**LANDSCAPING**

- Maintain/replace planter box membrane \$4,563

**AMENITIES - TOILETS / KITCHENETTE**

- Replace extraction fan \$1,926

**ROOF**

- Provision to maintain roof fixtures and flashings	\$14,816
- Maintain/upgrade height safety system	\$7,112

**PLANT & EQUIPMENT**

- Replace water pump	\$17,068
- Provision to replace instant hot water heaters/controller	\$21,583

Total Forecast Expenditure for year - November 2034 (Inc GST): \$158,425

Includes GST amount of : \$14,402

<b>November 2035</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$3,827
- Capital Replacement - General	\$9,506

**EXTERNAL WORKS INCLUDING BIN ENCLOSURES**

- Maintain common pipework	\$2,259
- Maintain/replace bin enclosure roller shutter doors & motors in 19 years (partial accrual) 20%	\$6,998

**FURNITURE & FITTINGS**

- Ongoing partial replacement of common area lighting	\$3,609
- Provision to replace door closers	\$2,875

**AMENITIES - TOILETS / KITCHENETTE**

- Maintain floor/wall tiling	\$2,178
- Maintain/replace fixtures/fittings	\$1,815

**FIRE PROTECTION SYSTEMS**

- Provision to replace fire hose reels	\$12,629
- Provision to replace hydrant valve assemblies & seals	\$3,111

**LOBBIES**

- Replace carpet in 15 years (partial accrual) 33% \$47,641

Total Forecast Expenditure for year - November 2035 (Inc GST): \$96,447

Includes GST amount of : \$8,768

**November 2036**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Maintain pergola fixings/fitting \$1,812

- Provision for partial balcony membrane replacement \$69,376

- Capital Replacement - General \$9,981

**BASEMENT**

- Maintain/replace exhaust/supply fans \$5,175

- Maintain/replace HVAC monitor/variable driver \$4,269

**FURNITURE & FITTINGS**

- Provision to upgrade swipe readers/keypads \$2,842

- Provision to upgrade security cameras & associated equipment \$1,960

- Provision to replace door hardware \$2,300

**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers \$3,659

**PLANT & EQUIPMENT**

- Maintain waste hoppers/chutes \$5,227

- Replace hot water pumps \$6,339

- Provision to replace instant hot water heaters/controller \$23,795

**GYM**

- Provision to maintain/replace gym equipment \$5,554

Total Forecast Expenditure for year - November 2036 (Inc  
GST): \$142,289

Includes GST amount of : \$12,935

**November 2037**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Replace window fixtures and fittings \$9,653

- Maintain/restain soffits \$7,300

- Provision to replace garage/roller shutter doors in 35 years  
(partial accrual) 20% \$16,980

- Capital Replacement - General \$10,480

**BASEMENT**

- Provision for CO sensor replacement/monitor \$3,773

- Maintain ventilation ducting \$4,898

- Provision to replace main garage doors in 23 years (partial  
accrual) 20% \$3,842

**DRIVEWAYS, PATHWAYS & PARKING**

- Maintain tiled pathways \$5,773

**ENTRY FOYER**

- Maintain floor tiles \$3,702

**EXTERNAL WORKS INCLUDING BIN ENCLOSURES**

- Maintain bin enclosure \$2,744

- Maintain/replace bin enclosure roller shutter doors &  
motors in 19 years (partial accrual) 20% \$7,716

**FENCING**

- Provision to replace colorbond fencing/gates in 35 years (partial accrual) 20%	\$3,300
- Replace powder coated baluster fencing/gates in 30 years (partial accrual) 25%	\$8,050
- Replace powder coated slat fencing/gates in 30 years (partial accrual) 25%	\$5,471

**FURNITURE & FITTINGS**

- Provision to replace mail boxes in 23 years (partial accrual) 20%	\$6,723
- Install/Replace sensors/exits/emergency lighting	\$9,587
- Maintain/replace satellite/TV aerials & associated equipment	\$2,916
- Provision to upgrade intercom systems, handsets & associated equipment	\$30,080
- Provision to replace door closers	\$3,170
- Provision to replace BBQ's	\$7,318

**AMENITIES - TOILETS / KITCHENETTE**

- Replace extraction fan	\$2,230
- Provision to replace toilet and basin	\$2,904
- Maintain/replace bench top/sink/cabinetry	\$4,208

**FIRE PROTECTION SYSTEMS**

- Overhaul hydrant/sprinkler booster pumps and controllers	\$18,295
- Provision to replace hydrant valve assemblies & seals	\$3,430

**LOBBIES**

- Replace carpet in 15 years (partial accrual) 33%	\$52,524
- Maintain floor tiles	\$6,179

**ROOF**

- Provision to replace guttering in 35 years (partial accrual) 20%	\$9,279
- Provision to replace down pipes in 35 years (partial accrual) 20%	\$9,959
- Replace/maintain liquid membrane	\$17,563
- Provision to maintain roof fixtures and flashings	\$17,151

**PLANT & EQUIPMENT**

- Refurbish lift interior in 25 years (partial accrual) 33%	\$11,320
- Allowance for mechanical upgrade of lift in 30 years (partial accrual) 25%	\$145,785
- Maintain ventilation ducting	\$2,853
- Replace water pump	\$19,758
- Provision to replace hot water heater tanks	\$3,830

Total Forecast Expenditure for year - November 2037 (Inc  
GST): \$480,742

Includes GST amount of : \$43,704

## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>PLANNED/BUDGETED EXPENDITURE IN 2025/2026</b>																		
- Provisional amount for landscaping works	\$53,008	2025	0			67500												
<b>SUPERSTRUCTURE</b>																		
- Repaint buildings	\$182,120	2032	10										326320					
- Repaint balcony/verandah ceilings	\$37,352	2032	10										66927					
- Replace window fixtures and fittings	\$4,221	2031	3									7203			8338			9653
- Maintain/restain soffits	\$3,192	2027	5					4481					5719					7300
- Scaffold/access equip allowance	\$16,390	2032	10										29367					
- Maintain screens/louvres/rails/frames	\$1,192	2030	4								1938				2356			
- Provision to replace balustrade/handrail fixings	\$1,845	2029	3							2856			3306			3827		
- Maintain pergola fixings/fitting	\$832	2031	5									1420					1812	
- Provision for partial balcony membrane replacement	\$31,854	2027	3					44720			51769			59929			69376	
- Repaint posts/columns	\$2,576	2032	10										4616					
- Provision to replace garage/roller shutter doors in 35 years (partial accrual) 20%	\$7,425	2037	5															16980
- Maintain balcony/verandah floor tiles	\$3,927	2034	5												7758			
- Capital Replacement - General	\$4,583	2023	1	5293	5558	5836	6127	6434	6756	7093	7448	7820	8211	8622	9053	9506	9981	10480

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>BASEMENT</b>																		
- Maintain/replace exhaust/supply fans	\$2,376	2033	3										4470				5175	
- Maintain/replace HVAC monitor/variable driver	\$1,960	2033	3										3688				4269	
- Repaint line marking	\$4,221	2032	10										7562					
- Provision for CO sensor replacement/monitor	\$1,650	2028	3					2432				2816			3259			3773
- Maintain ventilation ducting	\$2,142	2033	4										4030					4898
- Repaint door face	\$720	2032	10										1290					
- Provision to replace main garage doors in 23 years (partial accrual) 20%	\$1,680	2037	2															3842
- Maintain/repair main garage doors running gear	\$871	2027	6					1223										
- Replace main garage door motors	\$2,640	2031	10									4505						
- Replace stormwater pumps/controllers	\$5,520	2034	5												10904			
- Maintain replace controller/pressure vessel/filters	\$1,470	2026	6				1965						2634					
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain tiled pathways	\$2,524	2031	3									4308			4987			5773
- Maintain concrete pathways/driveway 3% of total	\$1,382	2034	7												2731			
- Maintain/repaint bollards	\$1,332	2032	10										2387					
- Replace traffic mirrors	\$700	2034	12												1383			
<b>ENTRY FOYER</b>																		
- Repaint walls	\$3,680	2032	10										6594					
- Maintain/restain ceiling	\$8,547	2032	10										15314					
- Maintain floor tiles	\$1,619	2029	4						2506									3702
- Repaint door face	\$210	2032	10										376					
<b>EXTERNAL WORKS INCLUDING BIN ENCLOSURES</b>																		
- Maintain bin enclosure	\$1,200	2029	8							1857								2744
- Maintain common pipework	\$1,089	2028	7						1605								2259	
- Maintain/replace bin enclosure roller shutter doors & motors in 19 years (partial accrual) 20%	\$3,374	2033	2											6348			6998	7716

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>FENCING</b>																		
- Provision to replace colorbond fencing/gates in 35 years (partial accrual) 20%	\$1,443	2037	5															3300
- Replace powder coated baluster fencing/gates in 30 years (partial accrual) 25%	\$3,520	2037	5															8050
- Replace powder coated slat fencing/gates in 30 years (partial accrual) 25%	\$2,392	2037	5															5471
- Repaint boundary walls/fencing	\$7,568	2032	10										13560					
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to maintain/replace outdoor/indoor furniture	\$1,400	2026	6				1872						2508					
- Maintain signage	\$1,740	2027	6				2443							3274				6723
- Provision to replace mail boxes in 23 years (partial accrual) 20%	\$2,940	2037	2															
- Install/Replace sensors/exits/emergency lighting	\$4,192	2025	3			5339			6180			7154			8282			9587
- Maintain/replace satellite/TV aerials & associated equipment	\$1,275	2037	15															2916
- Ongoing partial replacement of common area lighting	\$1,740	2029	3							2693			3118			3609		
- Provision to upgrade swipe readers/keypads	\$1,305	2027	3					1832			2121			2455			2842	
- Provision to upgrade security cameras & associated equipment	\$900	2028	8						1327								1960	
- Provision to upgrade intercom systems, handsets & associated equipment	\$13,154	2034	3												25985			30080
- Provision to replace door closers	\$1,386	2029	2							2145		2365		2608		2875		3170
- Provision to replace door hardware	\$1,056	2029	7							1634							2300	
- Provision to replace BBQ's	\$3,200	2034	3												6321			7318
<b>LANDSCAPING</b>																		
- Maintain/replace planter box membrane	\$2,310	2034	4												4563			
- Maintain/repair concrete planter boxes	\$1,920	2032	10										3440					
- Maintain/replace irrigation system/controller	\$1,340	2029	9							2074								

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>AMENITIES - TOILETS / KITCHENETTE</b>																		
- Replace extraction fan	\$975	2031	3									1664			1926			2230
- Maintain floor/wall tiling	\$1,050	2029	3							1625			1881			2178		
- Repaint walls and ceilings	\$2,277	2032	10										4080					
- Provision to replace toilet and basin	\$1,270	2037	5															2904
- Maintain/replace fixtures/fittings	\$875	2026	3				1170			1354			1568			1815		
- Maintain/replace bench top/sink/cabinetry	\$1,840	2037	20															4208
<b>FIRE PROTECTION SYSTEMS</b>																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$8,000	2037	15															18295
- Provision to replace fire hose reels	\$6,088	2031	4									10390						
- Provision to replace portable fire extinguishers	\$1,680	2026	5				2246					2867				12629		3659
- Replace jacking pump	\$2,150	2031	10									3669						
- Provision to replace pressure vessel	\$675	2033	12											1270				
- Provision to replace hydrant valve assemblies & seals	\$1,500	2031	2									2560		2822		3111		3430
<b>LOBBIES</b>																		
- Repaint walls	\$35,100	2032	10										62892					
- Repaint ceiling	\$14,994	2032	10										26866					
- Replace carpet in 15 years (partial accrual) 33%	\$22,968	2033	2											43211		47641		52524
- Repaint door face	\$39,680	2032	10										71098					
- Maintain floor tiles	\$2,702	2029	4							4182				5083				6179
<b>ROOF</b>																		
- Provision to replace guttering in 35 years (partial accrual) 20%	\$4,058	2037	5															9279
- Provision to replace down pipes in 35 years (partial accrual) 20%	\$4,355	2037	5															9959
- Replace/maintain liquid membrane	\$7,680	2037	5															17563
- Provision to maintain roof fixtures and flashings	\$7,500	2031	3									12798						17151
- Maintain/upgrade height safety system	\$3,600	2034	12															7112

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>STAIRWELL</b>																		
- Repaint door face	\$1,890	2032	10										3386					
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interior in 25 years (partial accrual) 33%	\$4,950	2037	5															11320
- Allowance for mechanical upgrade of lift in 30 years (partial accrual) 25%	\$63,750	2037	5															145785
- Maintain waste hoppers/chutes	\$2,400	2026	5				3209					4096					5227	
- Maintain/replace EV charger	\$3,745	2031	10									6391						
- Maintain ventilation ducting	\$1,247	2033	4											2347				2853
- Replace water pump	\$8,640	2031	3									14744			17068			19758
- Replace hot water pumps	\$2,911	2030	3								4730			5476			6339	
- Provision to replace instant hot water heaters/controller	\$10,926	2034	2												21583		23795	
- Provision to replace hot water heater tanks	\$1,675	2031	6									2858						3830
<b>GYM</b>																		
- Repaint walls	\$2,645	2032	10										4739					
- Repaint ceiling	\$1,656	2032	10										2967					
- Replace gym floor covering	\$8,640	2031	10									14744						
- Provision to maintain/replace gym equipment	\$2,550	2024	3		3093			3580			4144			4798			5554	
<b>Total</b>				5293	8650	78674	16590	64713	18300	30021	72151	114371	682728	165115	158425	96447	142289	480742
<b>Includes GST amount of</b>				481	786	7152	1508	5883	1664	2729	6559	10397	62066	15010	14402	8768	12935	43704

## ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>PLANNED/BUDGETED EXPENDITURE IN</b>																		
- Provisional amount for landscaping works	\$53,008	2025	0	21412	43894	67500	0	0	0	0	0	0	0	0	0	0	0	0
<b>SUPERSTRUCTURE</b>																		
- Repaint buildings	\$182,120	2032	10	25944	53185	81788	111822	143357	176468	211236	247741	286072	326320	42260	86633	133224	182145	233512
- Repaint balcony/verandah ceilings	\$37,352	2032	10	5321	10908	16774	22934	29402	36193	43324	50811	58672	66927	8667	17768	27324	37357	47893
- Replace window fixtures and fittings	\$4,221	2031	3	653	1339	2059	2816	3610	4443	5319	6238	7203	2645	5422	8338	3062	6277	9653
- Maintain/restain soffits	\$3,192	2027	5	811	1662	2557	3495	4481	1035	2122	3263	4461	5719	1321	2708	4165	5694	7300
- Scaffold/access equip allowance	\$16,390	2032	10	2335	4786	7360	10063	12901	15881	19010	22295	25745	29367	3803	7796	11989	16392	21015
- Maintain screens/louvres/rails/frames	\$1,192	2030	4	203	416	640	875	1121	1380	1652	1938	547	1121	1723	2356	664	1362	2094
- Provision to replace balustrade/handrail fixings	\$1,845	2029	3	351	719	1106	1512	1938	2386	2856	1049	2150	3306	1214	2489	3827	1405	2881
- Maintain pergola fixings/fitting	\$832	2031	5	129	264	406	555	712	876	1049	1230	1420	328	672	1034	1413	1812	418
- Provision for partial balcony membrane replacement	\$31,854	2027	3	8093	16591	25514	34883	44720	16422	33664	51769	19010	38970	59929	22007	45114	69376	25475
- Repaint posts/columns	\$2,576	2032	10	367	752	1157	1582	2028	2496	2988	3504	4047	4616	598	1225	1884	2576	3303
- Provision to replace garage/roller shutter doors in 35 years (partial accrual) 20%	\$7,425	2037	5	787	1613	2481	3392	4348	5352	6407	7514	8677	9897	11179	12525	13938	15422	16980
- Maintain balcony/verandah floor tiles	\$3,927	2034	5	487	999	1537	2101	2693	3315	3968	4654	5374	6130	6924	7758	1792	3673	5649
- Capital Replacement - General	\$4,583	2023	1	5293	5558	5836	6127	6434	6756	7093	7448	7820	8211	8622	9053	9506	9981	10480

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>BASEMENT</b>																		
- Maintain/replace exhaust/supply fans	\$2,376	2033	3	315	645	992	1356	1739	2140	2562	3005	3469	3957	4470	1642	3365	5175	1900
- Maintain/replace HVAC monitor/variable driver	\$1,960	2033	3	260	532	818	1119	1434	1766	2114	2479	2862	3265	3688	1354	2776	4269	1567
- Repaint line marking	\$4,221	2032	10	601	1232	1895	2591	3322	4089	4895	5741	6629	7562	979	2007	3087	4221	5411
- Provision for CO sensor replacement/monitor	\$1,650	2028	3	358	733	1127	1541	1976	2432	893	1831	2816	1034	2119	3259	1197	2453	3773
- Maintain ventilation ducting	\$2,142	2033	4	284	582	894	1223	1567	1929	2310	2709	3128	3568	4030	1136	2330	3582	4898
- Repaint door face	\$720	2032	10	103	210	323	442	567	698	835	979	1131	1290	167	342	527	720	923
- Provision to replace main garage doors in 23 years (partial accrual) 20%	\$1,680	2037	2	178	365	561	767	984	1211	1450	1700	1963	2239	2529	2834	3154	3489	3842
- Maintain/repair main garage doors running gear	\$871	2027	6	221	454	698	954	1223	241	494	760	1039	1331	1639	323	662	1018	1392
- Replace main garage door motors	\$2,640	2031	10	409	838	1288	1761	2258	2779	3326	3901	4505	583	1196	1839	2515	3224	3968
- Replace stormwater pumps/controllers	\$5,520	2034	5	685	1404	2160	2953	3785	4660	5578	6542	7554	8616	9732	10904	2518	5163	7939
- Maintain replace controller/pressure vessel/filters	\$1,470	2026	6	456	935	1437	1965	387	794	1221	1669	2140	2634	519	1064	1656	2236	2867
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain tiled pathways	\$2,524	2031	3	391	801	1232	1684	2159	2657	3181	3731	4308	1582	3243	4987	1831	3754	5773
- Maintain concrete pathways/driveway 3% of total	\$1,382	2034	7	172	352	541	740	948	1167	1397	1638	1892	2158	2438	2731	472	967	1488
- Maintain/repaint bollards	\$1,332	2032	10	190	389	598	818	1049	1291	1545	1812	2093	2387	309	634	974	1332	1708
- Replace traffic mirrors	\$700	2034	12	87	178	274	374	480	591	707	830	958	1093	1234	1383	156	320	492

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>ENTRY FOYER</b>																		
- Repaint walls	\$3,680	2032	10	524	1075	1653	2260	2897	3566	4268	5006	5781	6594	854	1750	2692	3680	4718
- Maintain/restain ceiling	\$8,547	2032	10	1218	2496	3838	5248	6728	8282	9913	11626	13425	15314	1983	4065	6252	8548	10958
- Maintain floor tiles	\$1,619	2029	4	308	631	970	1327	1701	2094	2506	706	1448	2227	3045	859	1761	2708	3702
- Repaint door face	\$210	2032	10	30	61	94	129	165	203	243	285	330	376	49	100	153	210	269
<b>EXTERNAL WORKS INCLUDING BIN ENCLOSURES</b>																		
- Maintain bin enclosure	\$1,200	2029	8	228	468	719	983	1260	1551	1857	287	589	906	1239	1588	1955	2340	2744
- Maintain common pipework	\$1,089	2028	7	236	484	744	1017	1304	1605	277	569	875	1196	1533	1887	2259	390	800
- Maintain/replace bin enclosure roller shutter doors & motors in 19 years (partial accrual) 20%	\$3,374	2033	2	447	916	1409	1926	2469	3039	3638	4267	4927	5620	6348	3414	6998	3764	7716
<b>FENCING</b>																		
- Provision to replace colorbond fencing/gates in 35 years (partial accrual) 20%	\$1,443	2037	5	153	314	482	659	845	1040	1245	1460	1686	1924	2173	2434	2709	2997	3300
- Replace powder coated baluster fencing/gates in 30 years (partial accrual) 25%	\$3,520	2037	5	373	765	1176	1608	2061	2537	3037	3562	4114	4692	5300	5938	6608	7311	8050
- Replace powder coated slat fencing/gates in 30 years (partial accrual) 25%	\$2,392	2037	5	254	520	799	1093	1401	1725	2064	2421	2796	3189	3602	4036	4491	4969	5471
- Repaint boundary walls/fencing	\$7,568	2032	10	1078	2210	3399	4647	5957	7333	8778	10295	11888	13560	1756	3600	5536	7569	9703
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to maintain/replace outdoor/indoor furniture	\$1,400	2026	6	434	890	1369	1872	369	756	1162	1589	2037	2508	494	1013	1557	2129	2730
- Maintain signage	\$1,740	2027	6	442	906	1394	1906	2443	481	987	1517	2075	2660	3274	645	1322	2033	2780
- Provision to replace mail boxes in 23 years (partial accrual) 20%	\$2,940	2037	2	312	639	982	1343	1722	2119	2537	2975	3435	3919	4426	4959	5519	6106	6723
- Install/Replace sensors/exits/emergency lighting	\$4,192	2025	3	1694	3472	5339	1960	4019	6180	2269	4652	7154	2627	5386	8282	3041	6234	9587
- Maintain/replace satellite/TV aerials & associated equipment	\$1,275	2037	15	135	277	426	582	747	919	1100	1290	1490	1700	1920	2151	2394	2648	2916

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>FURNITURE &amp; FITTINGS (CONT.)</b>																		
- Ongoing partial replacement of common area lighting	\$1,740	2029	3	331	678	1043	1426	1828	2250	2693	989	2028	3118	1145	2347	3609	1325	2716
- Provision to upgrade swipe readers/keypads	\$1,305	2027	3	332	680	1045	1429	1832	673	1379	2121	779	1596	2455	902	1848	2842	1043
- Provision to upgrade security cameras & associated equipment	\$900	2028	8	195	400	615	841	1078	1327	205	421	647	885	1134	1396	1671	1960	303
- Provision to upgrade intercom systems, handsets & associated equipment	\$13,154	2034	3	1633	3347	5147	7036	9021	11104	13292	15589	18001	20534	23193	25985	9542	19560	30080
- Provision to replace door closers	\$1,386	2029	2	263	540	831	1135	1456	1792	2145	1154	2365	1272	2608	1402	2875	1546	3170
- Provision to replace door hardware	\$1,056	2029	7	201	411	633	865	1109	1365	1634	282	579	891	1218	1561	1921	2300	397
- Provision to replace BBQ's	\$3,200	2034	3	397	814	1252	1712	2194	2701	3233	3792	4379	4995	5642	6321	2321	4759	7318
<b>LANDSCAPING</b>																		
- Maintain/replace planter box membrane	\$2,310	2034	4	287	588	904	1236	1584	1950	2334	2737	3161	3606	4073	4563	1287	2638	4056
- Maintain/repaint concrete planter boxes	\$1,920	2032	10	273	561	862	1179	1511	1860	2227	2612	3016	3440	445	913	1404	1920	2461
- Maintain/replace irrigation system/controller	\$1,340	2029	9	255	522	803	1098	1408	1733	2074	292	598	920	1257	1612	1984	2375	2786
<b>AMENITIES - TOILETS / KITCHENETTE</b>																		
- Replace extraction fan	\$975	2031	3	151	309	476	650	834	1026	1229	1441	1664	611	1252	1926	707	1450	2230
- Maintain floor/wall tiling	\$1,050	2029	3	200	409	629	860	1103	1358	1625	597	1223	1881	691	1416	2178	800	1639
- Repair walls and ceilings	\$2,277	2032	10	324	665	1023	1398	1792	2206	2641	3098	3577	4080	528	1083	1665	2277	2919
- Provision to replace toilet and basin	\$1,270	2037	5	135	276	424	580	744	915	1096	1285	1484	1693	1912	2142	2384	2638	2904
- Maintain/replace fixtures/fitings	\$875	2026	3	271	556	856	1170	430	880	1354	497	1020	1568	576	1180	1815	666	1366
- Maintain/replace bench top/sink/cabinetry	\$1,840	2037	20	195	400	615	841	1078	1326	1588	1862	2150	2453	2770	3104	3454	3822	4208

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>FIRE PROTECTION SYSTEMS</b>																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$8,000	2037	15	848	1738	2673	3654	4685	5767	6903	8096	9349	10664	12045	13495	15018	16616	<b>18295</b>
- Provision to replace fire hose reels	\$6,088	2031	4	942	1932	2971	4061	5207	6409	7672	8998	<b>10390</b>	2930	6007	9237	<b>12629</b>	3561	7301
- Provision to replace portable fire extinguishers	\$1,680	2026	5	521	1068	1643	<b>2246</b>	519	1064	1636	2236	<b>2867</b>	662	1357	2088	2854	<b>3659</b>	845
- Replace jacking pump	\$2,150	2031	10	333	682	1049	1434	1839	2263	2709	3177	<b>3669</b>	475	974	1498	2048	2625	3232
- Provision to replace pressure vessel	\$675	2033	12	89	183	282	385	494	608	728	854	986	1124	<b>1270</b>	143	294	452	617
- Provision to replace hydrant valve assemblies & seals	\$1,500	2031	2	232	476	732	1001	1283	1579	1890	2217	<b>2560</b>	1377	<b>2822</b>	1518	<b>3111</b>	1673	<b>3430</b>
<b>LOBBIES</b>																		
- Repaint walls	\$35,100	2032	10	5000	10250	15763	21551	27629	34011	40712	47747	55135	<b>62892</b>	8145	16697	25676	35105	45005
- Repaint ceiling	\$14,994	2032	10	2136	4379	6734	9206	11803	14529	17391	20397	23552	<b>26866</b>	3479	7132	10968	14996	19225
- Replace carpet in 15 years (partial accrual) 33%	\$22,968	2033	2	3042	6235	9589	13110	16807	20689	24765	29044	33538	38257	<b>43211</b>	23240	<b>47641</b>	25621	<b>52524</b>
- Repaint door face	\$39,680	2032	10	5653	11588	17820	24363	31234	38449	46024	53977	62329	<b>71098</b>	9208	18875	29027	39685	50877
- Maintain floor tiles	\$2,702	2029	4	514	1053	1619	2214	2838	3494	<b>4182</b>	1179	2418	3718	<b>5083</b>	1434	2939	4519	<b>6179</b>
<b>ROOF</b>																		
- Provision to replace guttering in 35 years (partial accrual) 20%	\$4,058	2037	5	430	882	1356	1853	2376	2925	3501	4106	4742	5409	6109	6845	7617	8428	<b>9279</b>
- Provision to replace metal roof in 42 years	\$84,000	2064	55	5303	10872	16719	22858	29304	36072	43179	50641	58477	66704	75342	84413	93937	103937	114437
- Replace glass roofing	\$1,400	2052	30	100	205	316	432	553	681	816	957	1105	1260	1423	1594	1774	1963	2161
- Provision to replace down pipes in 35 years (partial accrual) 20%	\$4,355	2037	5	462	946	1455	1989	2550	3139	3758	4407	5089	5805	6557	7346	8175	9045	<b>9959</b>
- Replace/maintain liquid membrane	\$7,680	2037	5	814	1669	2566	3508	4497	5536	6627	7772	8975	10237	11563	12955	14417	15952	<b>17563</b>
- Provision to maintain roof fixtures and flashings	\$7,500	2031	3	1161	2379	3659	5003	6413	7895	9450	11083	<b>12798</b>	4700	9635	<b>14816</b>	5440	11153	<b>17151</b>
- Maintain/upgrade height safety system	\$3,600	2034	12	447	916	1409	1926	2469	3039	3638	4267	4927	5620	6348	<b>7112</b>	802	1645	2530

Item	Current Cost	Year 1st applied	Remain Life/Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>STAIRWELL</b>																		
- Repaint door face	\$1,890	2032	10	269	552	849	1160	1488	1831	2192	2571	2968	<b>3386</b>	438	899	1382	1890	2423
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interior in 25 years (partial accrual) 33%	\$4,950	2037	5	525	1075	1654	2261	2899	3568	4271	5009	5784	6598	7453	8350	9292	10281	<b>11320</b>
- Allowance for mechanical upgrade of lift in 30 years (partial accrual) 25%	\$63,750	2037	5	6756	13850	21298	29119	37331	45954	55007	64514	74496	84976	95981	107536	119669	132409	<b>145785</b>
- Maintain waste hoppers/chutes	\$2,400	2026	5	745	1526	2347	<b>3209</b>	741	1520	2337	3195	<b>4096</b>	946	1939	2982	4077	<b>5227</b>	1207
- Maintain/replace EV charger	\$3,745	2031	10	580	1188	1827	2498	3203	3942	4719	5535	<b>6391</b>	828	1697	2609	3567	4573	5630
- Maintain ventilation ducting	\$1,247	2033	4	165	339	521	712	913	1124	1345	1578	1822	2078	<b>2347</b>	662	1357	2087	<b>2853</b>
- Replace water pump	\$8,640	2031	3	1337	2741	4215	5763	7389	9095	10887	12768	<b>14744</b>	5414	11099	<b>17068</b>	6267	12848	<b>19758</b>
- Replace hot water pumps	\$2,911	2030	3	495	1015	1562	2135	2737	3369	4033	<b>4730</b>	1737	3561	<b>5476</b>	2011	4122	<b>6339</b>	2328
- Provision to replace instant hot water heaters/controller	\$10,926	2034	2	1356	2780	4275	5844	7493	9223	11040	12948	14952	17055	19264	<b>21583</b>	11607	<b>23795</b>	12797
- Provision to replace hot water heater tanks	\$1,675	2031	6	259	531	817	1117	1432	1763	2110	2475	<b>2858</b>	563	1154	1775	2427	3111	<b>3830</b>
<b>GYM</b>																		
- Repaint walls	\$2,645	2032	10	377	772	1188	1624	2082	2563	3068	3598	4155	<b>4739</b>	614	1258	1935	2645	3391
- Repaint ceiling	\$1,656	2032	10	236	484	744	1017	1303	1605	1921	2253	2601	<b>2967</b>	384	788	1211	1656	2123
- Replace gym floor covering	\$8,640	2031	10	1337	2741	4215	5763	7389	9095	10887	12768	<b>14744</b>	1909	3914	6019	8230	10551	12987
- Provision to maintain/replace gym equipment	\$2,550	2024	3	1509	<b>3093</b>	1136	2328	<b>3580</b>	1315	2695	<b>4144</b>	1522	3120	<b>4798</b>	1762	3612	<b>5554</b>	2039
<b>TOTAL ACCRUALS</b>				<b>128885</b>	<b>261105</b>	<b>329832</b>	<b>443216</b>	<b>514480</b>	<b>645160</b>	<b>771900</b>	<b>867148</b>	<b>929810</b>	<b>444623</b>	<b>486928</b>	<b>570018</b>	<b>747688</b>	<b>893221</b>	<b>714694</b>

\* Bold blue items listed above are expense items that occur in that year.

## REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

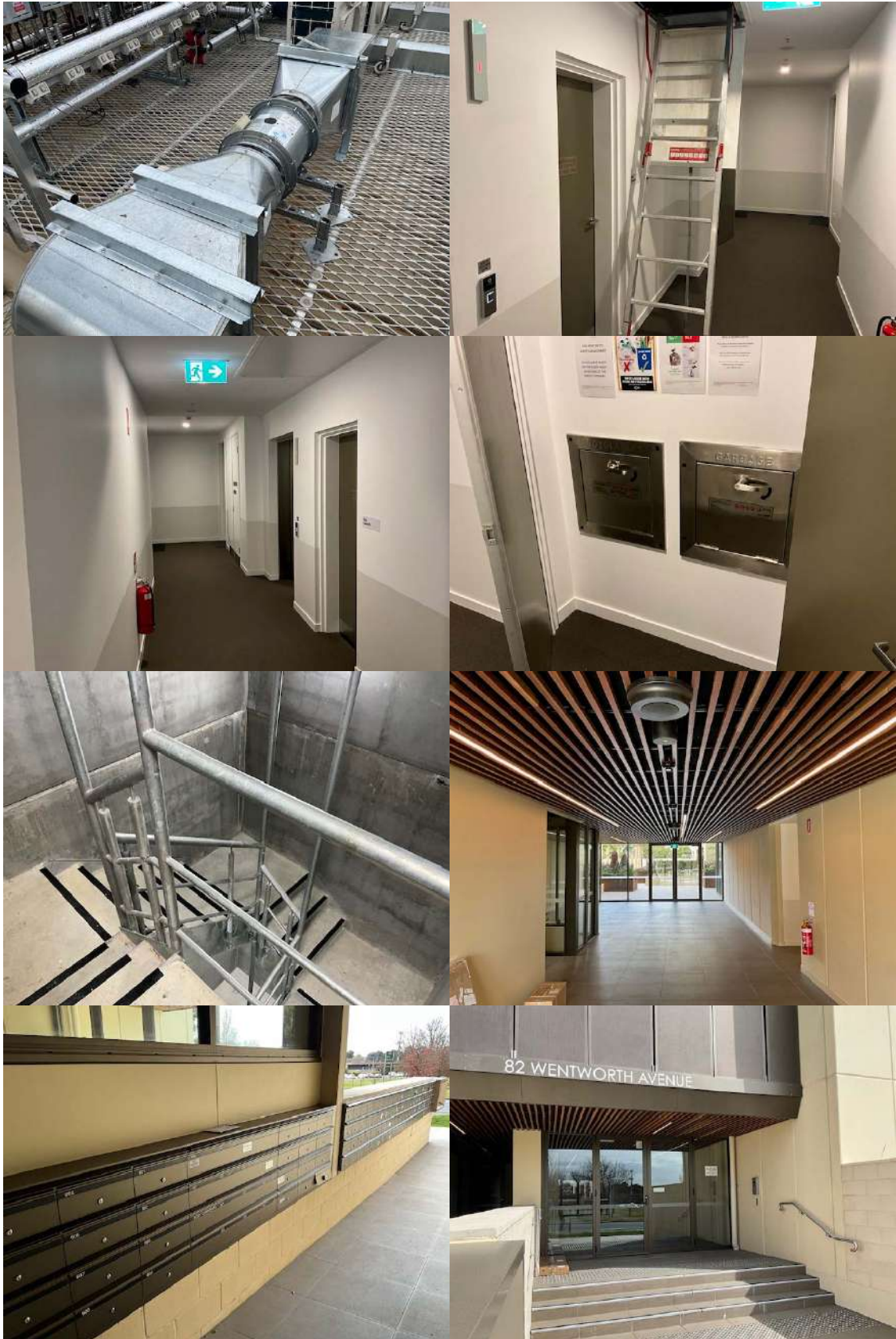
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

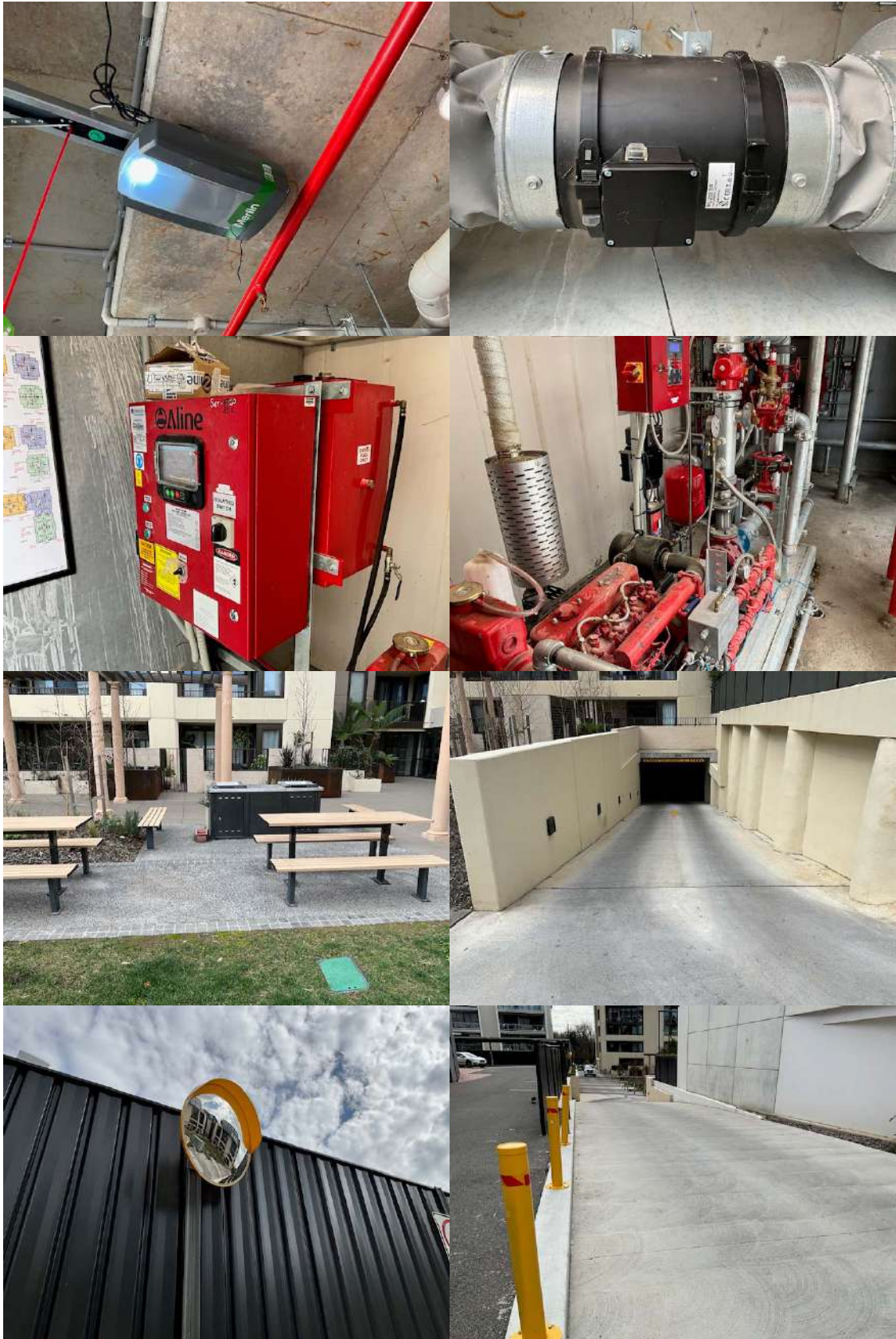
## AREAS NOT INSPECTED

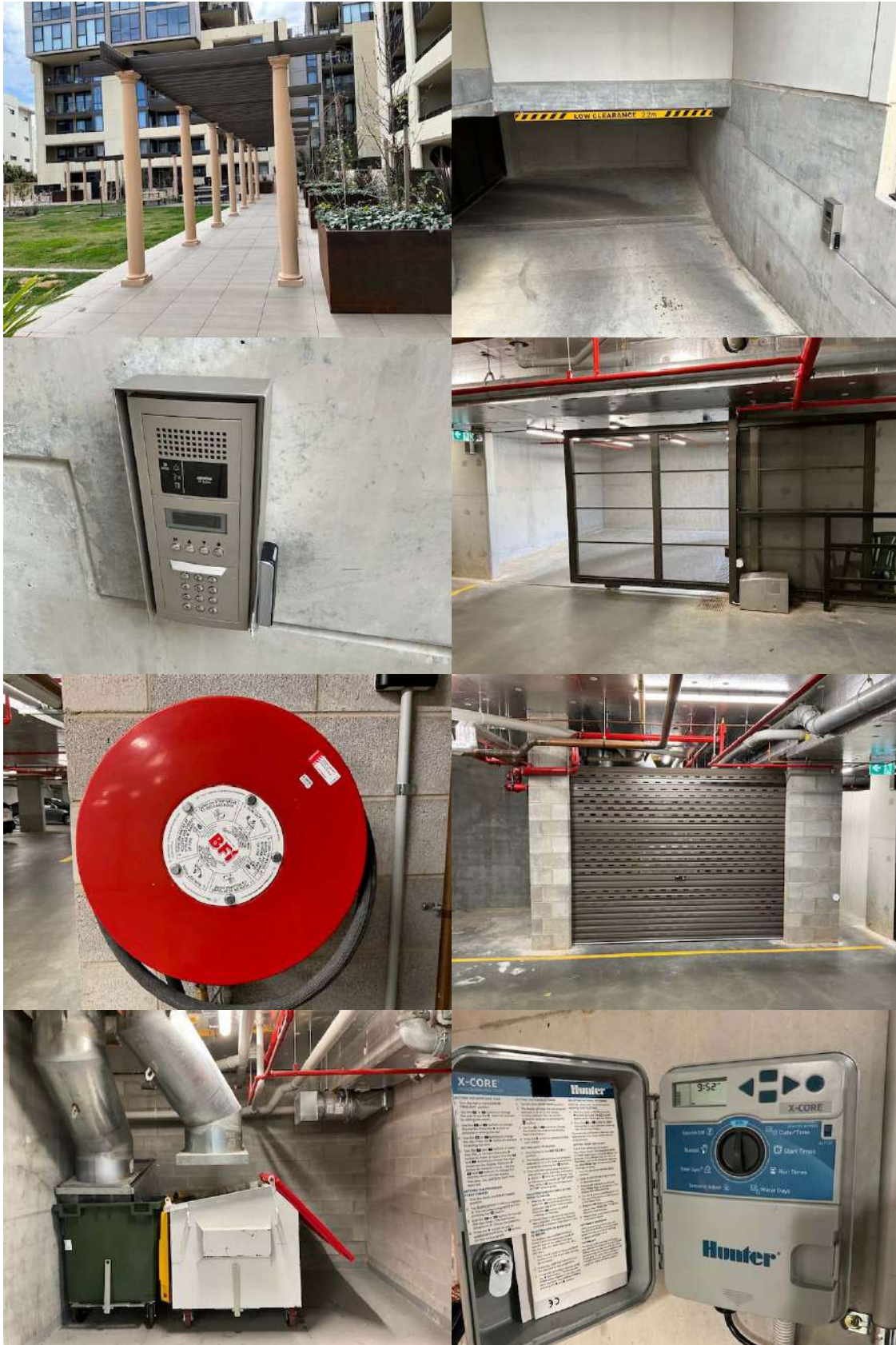
- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.

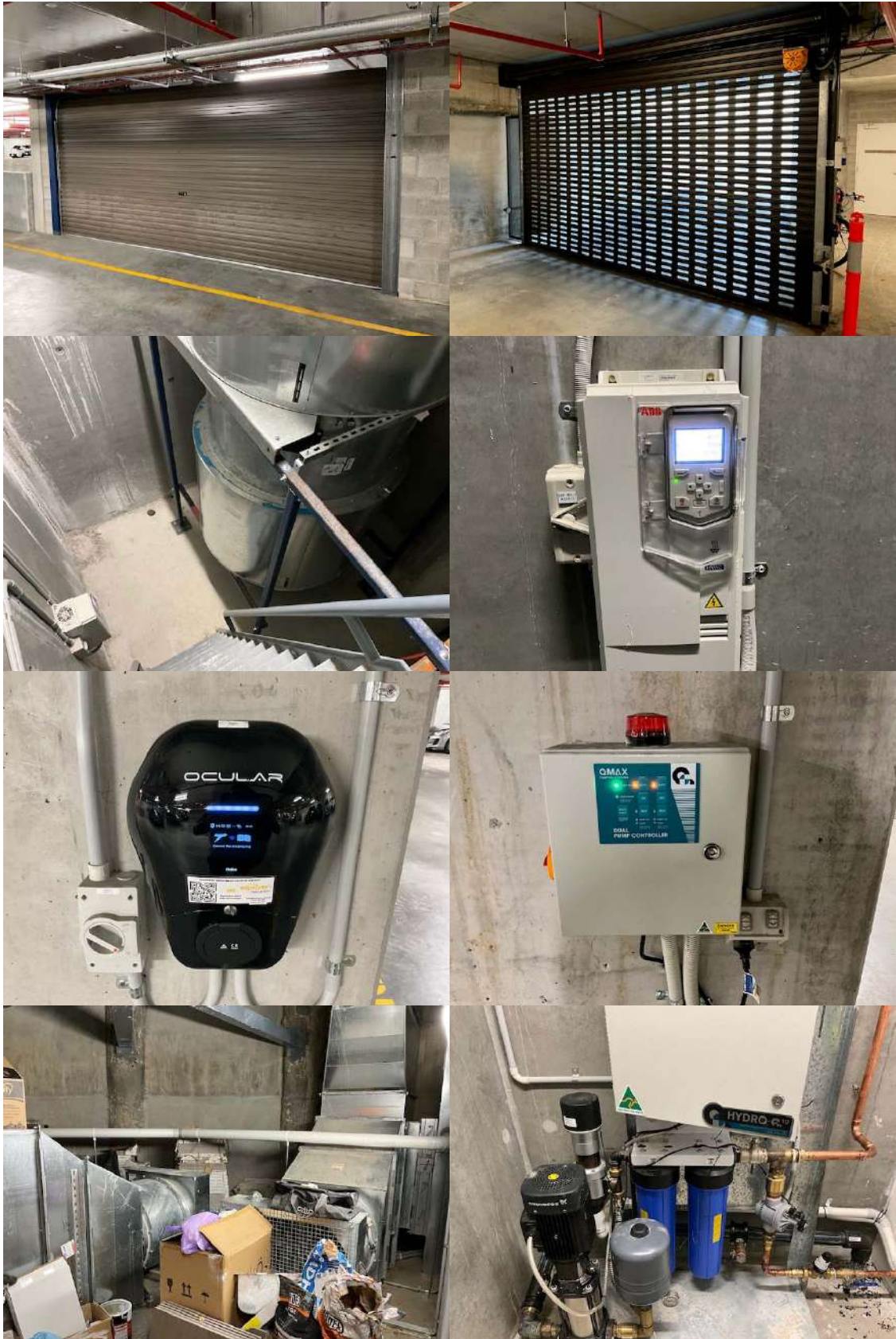












## Unit Titles (Management) Act 2011 – Form 1

### NOTICE OF REDUCED QUORUM DECISIONS

#### Part A. Details of reduced quorum decisions

<b>A1</b>	<b>The Owners - Units Plan No</b>	UP15633
<b>A2</b>	<b>General Meeting:</b> Date (or dates) of general meeting at which the reduced quorum decision or decisions were made  <input checked="" type="checkbox"/> 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).	10/12/2025  <input type="checkbox"/> 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).
<b>A3</b>	<b>Reduced quorum decisions</b>	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	<b>Date of decision</b>	<b>Full text of reduced quorum decision</b>
	10/12/2025	See attached Minutes
	___ / ___ / ____	
<b>A4</b>	<b>Owners Corporation declaration</b>	
	15/12/2025 Date of affixing of seal  Signature:    Designation:      Strata Manager	

## Part B. Details of reduced quorum decisions

### 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 (3) or (6) (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 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), 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) or (6) (a), 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 (3) or (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 (3) or (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 reduce 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).



**MINUTES OF THE 2025 ANNUAL GENERAL MEETING  
UNITS PLAN 15633 - "82W"  
82 WENTWORTH AVENUE, KINGSTON**

- DATE HELD:** Wednesday 10<sup>th</sup> December 2025 – 5.30pm
- VENUE:** Zoom Electronic Meeting  
Meeting ID 825 9294 3908
- PRESENT:** J Taylor (Lot 2), C Strack (Lot 8), N Layt (Lot 9), C Farrington (Lot 16), R Brice (Lot 18), S D Árcy (Lot 21), P Falkenberg (Lot 23), L Maftoum (Lot 32), A Nazor (Lot 63), H Stevens ( Lot 66), M Segram ( Lot 71), E Thomas (Lot 73), N Vaz (Lot 74), M Jodlowski (Lot 76), O Anson (Lot 77), N Burrage (Lot 81), C Watts (Lot 93), C Mc Queen (Lot 102), R & D Hammond (Lot 105), J Walsh (Lot 107), D Dichiera (Lot 113), J & A Wesley (Lot 114), G & J Rogers (Lot 115), P Salmond & H Innes (Lot 116), G Bergkotte (Lot 120), T Radnell ( Lot 121), G & S Harvey (Lot 122), J & K Campbell (Lot 124), C West (Lot 127), C Reynolds (Lot 130), P Coles & J Hancock (Lot 133), R Benton representing Signature Strata
- PROXIES:** A & K Moore (Lots 45 & 509) appointing G Bergkotte, A O'Brien (Lot 70) appointing J Taylor, M James (Lot 97) appointing C West, B Bergkotte (Lot 104) appointing G Bergkotte.
- ABSENTEES:** C Carr (Lot 5), J Hackett (Lot 22), M Colbert & K Feltrin (Lot 55), L Yaxley (Lot 59), A Hansen (Lot 72), K Leow & K Shah (Lot 86), and M Davies (Lot 131),
- APOLOGIES:** Nil
- CHAIR:** J Taylor noted as Chairperson
- 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 28 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.*

**EXECUTIVE COMMITTEE REPORT**

J Taylor provided an update to the meeting on the matters the Committee has been managing in the past 12 months including Sinking Fund Forecast update, a number of maintenance items, the offering of the bulk AC Maintenance and purchase of stock of balcony tiles. It was noted that the AGM had been brought forward compared to the AGM held in March this year to ensure the levies are more evenly distributed over the year.

**MINUTES**

**MOTION 1:** *That the minutes of the previous general meeting held on 19 March 2025 are accepted.*  
**CARRIED**

Matters Arising from the minutes:  
Nil

**INSURANCE**

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property, with Strata Community Insurance as follows:

Insurer & Policy No:	<b>Strata Community Insurance/POL 11099420</b>
Renewal date:	16 November 2026
Building Sum Insured:	\$77, 800,500.00

Excesses	\$5,000
Base Premium	\$64,924.53
Underwriting Agency Fee	\$550.00
Broker Fee	\$550.00
Administration Fee	\$55.00
GST	\$6,492.48
Signature Strata Commission	\$3,574.29
Workers Compensation	
Renewal Date	16 November 2026
Base Premium	\$254.50
Broker Fee	\$0.00
Fire Levy	\$0.00
GST	\$25.45
Signature Strata Commission	\$3.75
Commission Schedule	25% of the brokers commission
Last insurance valuation report:	21 September 2023

**Note** – Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit.

As per Schedule C of the SMAA, additional charges are applied for all activity related to insurance renewals and insurance claims in circumstances where the Owners Corporation does not use a disclosed supplier for insurance purposes.

#### **Insurance disclaimer**

Insurance services are provided through locally represented insurance broking firms, AllInsure, Arthur J Gallagher or Honan. Utilising the services of an independent broker ensures Owners Corporations have access to competitive premium offerings, receive expert advice and claims handling, leading to better coverage and claim outcomes.

Signature Strata is qualified to give general advice and information about insurance, which does not take into consideration the needs, objectives or particular financial circumstances of the Owners Corporation. If the Owners Corporation requires specialist insurance advice, Signature Strata will refer the Owners Corporation to your nominated Broker. The Owners Corporation should read the Product Disclosure Statement and policy wording before making a decision to purchase the insurance.

The broking firms listed above will typically receive a commission of up to 20% of the base premium and as part of our agreement with these brokers, we will receive a commission of up to 30% of the brokers commission on any transaction, or up to 20% of the base premium in the case of Honan (as per Schedule D - Disclosure Schedule in the SMAA). As an industry standard, strata managers receive a commission from a broker when insurance cover is placed, noting commissions are paid to cover costs that the broker would otherwise have incurred if they were to liaise directly with the insured and manage the policy. Commissions paid to Signature Strata are not an additional cost to the Owners Corporation and non-payment of a commission will have no effect in reducing the premium payable by

the Owners Corporation. We confirm that the amount of commission received is not used to incentivise Signature Strata staff, nor do we hold any ownership in the insurance brokers we engage.

**MOTION 2:** *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.* **CARRIED**

**MOTION 3:** *That the Owners Corporation of UP15633 endorse the continued brokerage services through the existing broker, Arthur J Gallagher, and provide informed consent to payment of commissions under the policy.* **CARRIED**

**Informed Consent for Insurance Commissions – Effective 9 July 2025**

From 9 July 2025, new provisions regarding informed consent for insurance commissions came into effect. These provisions apply to general insurance products, including strata insurance, and are regulated by the Australian Securities and Investments Commission (ASIC) under the Corporations Act 2001. Further information is available on the ASIC website.

Each insurance broker may implement these consent requirements differently. However, when the Owners Corporation instructs a broker to proceed with the placement of the recommended insurance, this will also be taken as consent for the broker to receive any commission associated with that placement.

Where informed consent is not provided and a broker is unable to receive a commission, the broker may increase its service fee to recover the amount that would otherwise have been paid by the insurer.

Similarly, if informed consent is withheld and commissions are not payable to Signature Strata, this may result in an increase in fees equivalent to the commission amount that would otherwise have been received.

As per Schedule C of the SMAA, additional charges are applied for all activity related to insurance renewals and insurance claims in circumstances where the Owners Corporation does not use a disclosed broker.

**MOTION 4:** *That the Owners Corporation authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.* **CARRIED**

## **INSURANCE CLAIMS**

A summary of past claims was included with the notice of meeting. There have been no claims in the past 12 months.

## **FINANCIAL REPORT**

Financial reports for the period ending 31 October 2025 as audited by Kelly & Partners, with their report dated 13 November 2025 finding the financial reports to present fairly in all material aspects, was accepted.

**MOTION 5:** *That the independent audit report prepared by Kelly & Partners for the period ending 31 October 2025 be accepted.* **CARRIED**

## **SINKING FUND**

The Owners Corporation of UP15633 obtained their Sinking Fund Forecast on 16 November 2023 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 16 November 2027. A copy of the Sinking Fund Forecast is available through the owners portal.

The damages on balconies where the lifting points were during construction will be forwarded to Bloc later this week once responses have been collated.

D Hammond advised that her solicitor had advised her that the amount in the Sinking Fund was not adequate however could not say what the figure should be. The Managing Agent advised that the amount is higher than the current recommended balance in the Sinking Fund Forecast.

## **PHYSICAL BUILDING STRUCTURAL DEFECTS**

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting.

82W is still within the DLP warranty for structural defects only (not cosmetic) and since commencing management no additional common defects have been reported to our office that are not already being actioned by Bloc.

## **MAINTENANCE ISSUES**

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

**Bird Damage** – there is a budget allocation for this work to be completed.

It was requested that the monthly building manager report to sent to all owners.

HVAC Canberra will be asked to provide a report on the recent AC maintenance. It was noted that this was an opt-in program.

**Lift Tiles** -a quote had been obtained however the cost was \$12,000. Contact has been attempted with the original installer of the tiles.

**Glass Doors** -an owner advised that she had been informed by a contractor that the doors were “cooked” and repairs were required. The Managing Agent to investigate.

## **MAINTENANCE PLAN**

The Unit Titles (Management) (Meeting Agenda) Guidelines 2023 requires that the Maintenance Plan be reviewed at each Annual General Meeting. The Maintenance Plan can be found on the owners portal and a copy was included with the notice of meeting.

**MOTION 6:** *That the Maintenance Plan be confirmed as adequate.*

**CARRIED**

## **FIRE SAFETY**

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting. All emergency and fire systems are maintained by 360 Degree Fire.

A copy of the compliance certificate was included with the notice of meeting.

The Managing Agent advised that the original installer of the emergency lights had advised they would attend to the replacement of several failed lights under warranty.

## **AUTHORISATIONS, DELEGATIONS & APPOINTMENTS**

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners assess the adequacy of authorisations, delegations, and appointments.

The following authorisations, delegations and appointments are in place:

- The Executive Committee are authorised to make determinations regarding the appointment of service contractors
- The Executive Committee are authorised to make determinations regarding the investment of funds.

## **BUDGET DEBATE**

### **Administrative Fund**

**MOTION 7:** *That the proposed Administrative Fund budget of \$479,386.00 (plus GST) for the period 1 November 2025 to 31 October 2026 be adopted.*

**CARRIED**

An owner queried what the electricity and water amounts were in the budget. The electricity is for all the common property electricity. There is only one water meter and the Owners Corporation pays for all water consumption. Each owner will still receive an invoice from Icon but this is just a supply charge and not usage.

### **Sinking Fund**

**MOTION 8:** *That the proposed Sinking Fund Expenditure budget of \$109,975.00 (plus GST) for the period 1 November 2025 to 31 October 2026 be adopted.* **FAILED**

*Refer to discussion at Motion 11*

Due to Motion 11 failing, the budget amount of \$68,000 was removed from the expenditure budget.

**MOTION 8(i):** *That the amended Sinking Fund Expenditure budget of \$39,975.00 (plus GST) for the period 1 November 2025 to 31 October 2026 be adopted.* **CARRIED**

### **Levy Contribution**

**MOTION 9:** *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$479,386.00(plus GST) for the twelve month period, commencing 1 November 2025, to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 January, 1 April, 1 July and 1 October 2026.* **CARRIED**

**MOTION 10:** *That the Owners Corporation determines a Sinking Fund Levy of \$113,668.00(plus GST) for the twelve month period, commencing 1 November 2025, to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 January, 1 April, 1 July and 1 October 2026.* **CARRIED**

J Taylor & C West provided the meeting with background information on the proposal in Motion 11. It was raised at the last AGM and has been explored by the Committee throughout the year. Thanks was given to Cath and Camden on their work on this matter. The aim of the proposal is to discourage people from parking on the nature strip, protect underground services and make the area more appealing. Temporary fencing would be in place until plants were established. Inspiration was taken from nearby complexes in terms of plants. There was extensive discussion between owners on this matter. A vote was taken with the majority of owners against proceeding.

**MOTION 11:** *That the Owners Corporation accept Option 5 of the quote from Outscapes at a cost of \$67,840 including GST, with the cost to be paid from the Sinking Fund.* **FAILED**

### **STRATA MANAGEMENT AGENCY AGREEMENT**

The Owners Corporation's current management agreement was signed on 29<sup>th</sup> October 2024 and expires on 29<sup>th</sup> October 2027. The contract is available through the Owners Portal.

### **ELECTION OF COMMITTEE**

**MOTION 12:** *That the Owners Corporation agreed to appoint 9 members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

The Following owners were elected to form the Committee:

J Taylor – Lot 2  
C Strack – Lot 8  
C West – Lot 127

J Rogers – Lot 115  
T Radnell – Lot 121  
C Watts – Lot 93

C Farrington- Lot 16  
S D Arcy - Lot 21  
R Brice- Lot 18

N Layt & A O'Brien were both thanked for their valuable contribution to the Committee.

### **GENERAL BUSINESS**

### **Lobby Options**

C Watts advised the meeting that there had been investigations into the possibility of installing bike racks in the foyers. The incoming Committee will explore further. It was noted that it was unlikely that a visitor parking space could be used as a minimum number of visitor spaces would have had to be available under the Development Application. Alternate locations will also be explored. Residents will be surveyed to identify what the problem is and options to address.

### **Gardening Sub-Committee**

A gardening sub-committee will be formed. Notice will be provided at a later date for interested parties.

### **Move In/Out Policy**

The Committee will establish a Move In/Out Policy to provide greater detail for residents moving in out and out in terms of available parking and lift accessibility.

### **Courtesy**

All residents are asked to be courteous and respectful when commenting on posts on the facebook page.

### **Furniture in Lobbies**

This will be explored by the incoming Committee.

### **CLOSURE**

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There being no further business the meeting closed at 7.33pm

## Units Plan No. 15633

### PROPOSED ANNUAL BUDGET

		ACTUAL	BUDGET	BUDGET
		01/11/24-31/10/25	01/11/24-31/10/25	01/11/25-31/10/26
100	<b><u>ADMINISTRATIVE FUND</u></b>			
1000	<b><u>INCOME</u></b>			
101	Levies - Administrative Fund	466,009.56	466,010.00	479,386.00
1011	Admin Fund - Rounding Adj	(0.06)	0.00	0.00
1037	Transaction Fees	27.00	0.00	0.00
1095	Interest On Overdue Levies	1,108.37	0.00	0.00
112121	Security Services - Keys/Fobs	913.61	0.00	0.00
1191	<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>468,058.48</b>	<b>466,010.00</b>	<b>479,386.00</b>
120	<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
12110	Accounting - Bas / Ias Fees	750.00	1,000.00	1,000.00
12125	Accounting - Tax Return	200.00	500.00	500.00
12539	Admin Fee - Audit Preparation	0.00	500.00	500.00
12905	Auditors - Audit Services	1,600.00	1,970.00	2,070.00
13305	Bank Charges - Account Fees	0.00	700.00	0.00
13311	Bank Charges - Transaction Fee	574.45	0.00	700.00
13701	Cleaning - Contract	60,386.30	70,000.00	70,000.00
137021	Cleaning - Basement	0.00	3,500.00	3,500.00
13705	Cleaning - Bins & Enclosures	385.00	0.00	1,000.00
137075	Cleaning - Carpets	1,147.50	1,800.00	1,800.00
137076	Cleaning - Garbage Chutes	255.00	2,000.00	3,500.00
13720	Cleaning - Tiled Area	475.00	2,000.00	2,000.00
13725	Cleaning - Windows	0.00	13,000.00	13,000.00
13730	Cleaning - Supplies	857.50	0.00	1,000.00
14115	Common Property - Compliance	89.00	90.00	90.00
14130	Common Property - Misc	247.72	0.00	500.00
14201	Electrical - Contract	1,350.00	1,800.00	1,800.00
143031	Consultant - Defects	0.00	4,400.00	4,400.00
14330	Consultant - Asset Register	2,574.00	0.00	0.00
144	Contingency	0.00	10,000.00	10,000.00
14701	Facilities Manager - Contract	36,399.96	38,000.00	38,000.00
14915	Fire Protection Contract	5,720.00	7,000.00	7,000.00
14917	Fire Protection Monitoring	2,090.04	2,000.00	2,100.00
14918	Fire Protection Other	0.00	3,350.00	3,350.00
14920	Fire Prtcn-Repairs & Servicing	8,046.72	5,000.00	6,000.00
15301	Garden & Grounds - Contract	12,670.61	20,000.00	20,000.00
15310	Garden & Grounds - Irrigation	137.50	0.00	0.00

## Units Plan No. 15633

### PROPOSED ANNUAL BUDGET

		ACTUAL	BUDGET	BUDGET
		01/11/24-31/10/25	01/11/24-31/10/25	01/11/25-31/10/26
15725	Insurance - Premium	74,581.00	90,000.00	90,000.00
158	Keys, Remotes & Swipes	586.37	500.00	0.00
16105	Lift - Contract	17,596.80	18,000.00	18,000.00
16110	Lift Maintenance	4,089.00	2,000.00	3,000.00
16535	Maintenance - Electrical	5,321.25	2,000.00	4,000.00
16560	Maintenance - Garage	900.00	3,500.00	3,500.00
16565	Maintenance - General	10,542.07	10,000.00	10,000.00
16575	Maintenance - Gym	1,400.00	3,000.00	3,000.00
16580	Maintenance - Height Safety Sy	873.00	820.00	1,000.00
16584	Maintenance - Hvac	2,665.36	1,880.00	2,500.00
16586	Maintenance - Intercom	500.00	1,000.00	1,000.00
16630	Maintenance - Plumbing	5,188.50	5,000.00	9,000.00
16645	Maintenance - Roof	0.00	0.00	2,000.00
17004	Management Fees - Contract	51,482.85	53,600.00	55,476.00
17005	Management Fees - Additional	149.80	0.00	0.00
17006	Management Fees - Arrears Debt	(3,265.00)	0.00	0.00
17007	Management Fees - Arrears	3,265.00	0.00	0.00
17020	Management Fees - Setup	1,800.00	0.00	0.00
17025	Management Fees Owners Portal	596.91	600.00	600.00
170371	Parcel Locker	2,867.00	3,000.00	3,000.00
17705	Pest Control Treatment	1,050.00	2,000.00	2,000.00
17905	Plumbing - Contract	0.00	4,000.00	0.00
18305	Telephone - Charges	0.00	1,000.00	0.00
18505	Utilities - Electricity	38,357.03	40,000.00	40,000.00
185161	Utilities - Internet	1,124.51	0.00	1,000.00
18520	Utilities - Water & Sewerage	31,548.66	33,500.00	33,500.00
18707	Waste Management -Services	3,024.00	2,000.00	3,000.00
189	<b>TOTAL ADMIN. EXPENDITURE</b>	<b>392,200.41</b>	<b>466,010.00</b>	<b>479,386.00</b>
190	<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 75,858.07</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
195	Opening Admin. Balance	99,705.93	99,705.93	175,564.00
199	<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 175,564.00</b>	<b>\$ 99,705.93</b>	<b>\$ 175,564.00</b>
100A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
100B	AMOUNT PER UNIT OF ENTITLEMENT:		\$ 46.601000	\$ 47.938600

## Units Plan No. 15633

### PROPOSED ANNUAL BUDGET

		ACTUAL	BUDGET	BUDGET
		01/11/24-31/10/25	01/11/24-31/10/25	01/11/25-31/10/26
200	<b><u>SINKING FUND</u></b>			
2000	<b><u>INCOME</u></b>			
201	Levies - Sinking Fund	113,068.80	113,068.00	113,668.00
2095	Interest On Overdue Levies	287.03	0.00	0.00
2191	<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>113,355.83</b>	<b>113,068.00</b>	<b>113,668.00</b>
220	<b><u>EXPENDITURE - SINKING FUND</u></b>			
24005	General Replacements	9,718.18	5,836.00	5,836.00
26510	Maintenance - Building	0.00	15,000.00	28,800.00
27010	Replacements - Lighting	1,120.00	5,339.00	5,339.00
289	<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>10,838.18</b>	<b>26,175.00</b>	<b>39,975.00</b>
290	<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 102,517.65</b>	<b>\$ 86,893.00</b>	<b>\$ 73,693.00</b>
295	Opening Sinking Fund Balance	83,894.00	83,894.00	186,411.65
299	<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 186,411.65</b>	<b>\$ 170,787.00</b>	<b>\$ 260,104.65</b>
200A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
200B	AMOUNT PER UNIT OF ENTITLEMENT:		\$ 11.306800	\$ 11.366800

# Units Plan No. 15633

## LOT BUDGET SUMMARY

31/10/2026

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	G01	71	936.00	0.00	936.00	221.94	0.00	221.94	1,157.94
2	G02	71	936.00	0.00	936.00	221.94	0.00	221.94	1,157.94
3	G03	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
4	G04	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
5	G05	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
6	G06	43	566.87	0.00	566.87	134.41	0.00	134.41	701.28
7	G07	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
8	G08	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
9	G09	95	1,252.40	0.00	1,252.40	296.96	0.00	296.96	1,549.36
10	G10	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
11	G11	65	856.90	0.00	856.90	203.18	0.00	203.18	1,060.08
12	G12	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
13	G13	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
14	G14	64	843.72	0.00	843.72	200.06	0.00	200.06	1,043.78
15	G15	43	566.87	0.00	566.87	134.41	0.00	134.41	701.28
16	G16	68	896.45	0.00	896.45	212.56	0.00	212.56	1,109.01
17	G17	68	896.45	0.00	896.45	212.56	0.00	212.56	1,109.01
18	G18	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
19	101	40	527.32	0.00	527.32	125.03	0.00	125.03	652.35
20	102	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
21	103	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
22	104	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
23	105	65	856.90	0.00	856.90	203.18	0.00	203.18	1,060.08
24	106	66	870.09	0.00	870.09	206.31	0.00	206.31	1,076.40
25	134	64	843.72	0.00	843.72	200.06	0.00	200.06	1,043.78
26	108	41	540.51	0.00	540.51	128.16	0.00	128.16	668.67
27	109	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
28	110	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
29	111	93	1,226.03	0.00	1,226.03	290.71	0.00	290.71	1,516.74
30	112	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
31	113	41	540.51	0.00	540.51	128.16	0.00	128.16	668.67
32	114	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
33	115	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
34	116	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
35	117	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
36	118	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
37	119	63	830.54	0.00	830.54	196.93	0.00	196.93	1,027.47
38	120	61	804.17	0.00	804.17	190.68	0.00	190.68	994.85
39	121	64	843.72	0.00	843.72	200.06	0.00	200.06	1,043.78
40	122	65	856.90	0.00	856.90	203.18	0.00	203.18	1,060.08
41	123	65	856.90	0.00	856.90	203.18	0.00	203.18	1,060.08
42	201	40	527.32	0.00	527.32	125.03	0.00	125.03	652.35
43	202	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
44	203	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
45	204	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
46	205	65	856.90	0.00	856.90	203.18	0.00	203.18	1,060.08
47	206	66	870.09	0.00	870.09	206.31	0.00	206.31	1,076.40
<b>Totals:</b>			<b>\$40,142.58</b>	<b>\$0.00</b>	<b>\$40,142.58</b>	<b>\$9,518.25</b>	<b>\$0.00</b>	<b>\$9,518.25</b>	<b>\$49,660.83</b>

# Units Plan No. 15633

## LOT BUDGET SUMMARY

31/10/2026

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
48	207	66	870.09	0.00	870.09	206.31	0.00	206.31	1,076.40
49	208	41	540.51	0.00	540.51	128.16	0.00	128.16	668.67
50	209	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
51	210	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
52	211	92	1,212.85	0.00	1,212.85	287.58	0.00	287.58	1,500.43
53	212	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
54	213	41	540.51	0.00	540.51	128.16	0.00	128.16	668.67
55	214	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
56	215	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
57	216	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
58	217	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
59	218	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
60	219	63	830.54	0.00	830.54	196.93	0.00	196.93	1,027.47
61	220	61	804.17	0.00	804.17	190.68	0.00	190.68	994.85
62	221	66	870.09	0.00	870.09	206.31	0.00	206.31	1,076.40
63	222	66	870.09	0.00	870.09	206.31	0.00	206.31	1,076.40
64	223	65	856.90	0.00	856.90	203.18	0.00	203.18	1,060.08
65	301	42	553.69	0.00	553.69	131.29	0.00	131.29	684.98
66	302	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
67	303	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
68	304	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
69	305	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
70	306	68	896.45	0.00	896.45	212.56	0.00	212.56	1,109.01
71	307	68	896.45	0.00	896.45	212.56	0.00	212.56	1,109.01
72	308	43	566.87	0.00	566.87	134.41	0.00	134.41	701.28
73	309	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
74	310	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
75	311	94	1,239.21	0.00	1,239.21	293.83	0.00	293.83	1,533.04
76	312	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
77	313	43	566.87	0.00	566.87	134.41	0.00	134.41	701.28
78	314	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
79	315	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
80	316	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
81	317	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
82	318	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
83	319	64	843.72	0.00	843.72	200.06	0.00	200.06	1,043.78
84	320	63	830.54	0.00	830.54	196.93	0.00	196.93	1,027.47
85	321	68	896.45	0.00	896.45	212.56	0.00	212.56	1,109.01
86	322	68	896.45	0.00	896.45	212.56	0.00	212.56	1,109.01
87	323	67	883.27	0.00	883.27	209.43	0.00	209.43	1,092.70
88	401	44	580.06	0.00	580.06	137.54	0.00	137.54	717.60
89	89	73	962.37	0.00	962.37	228.19	0.00	228.19	1,190.56
90	403	73	962.37	0.00	962.37	228.19	0.00	228.19	1,190.56
91	404	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
92	405	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
93	406	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
94	407	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
<b>Totals:</b>			<b>\$80,759.74</b>	<b>\$0.00</b>	<b>\$80,759.74</b>	<b>\$19,149.09</b>	<b>\$0.00</b>	<b>\$19,149.09</b>	<b>\$99,908.83</b>

# Units Plan No. 15633

## LOT BUDGET SUMMARY

31/10/2026

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
95	408	45	593.24	0.00	593.24	140.66	0.00	140.66	733.90
96	409	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
97	410	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
98	411	97	1,278.76	0.00	1,278.76	303.21	0.00	303.21	1,581.97
99	412	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
100	413	45	593.24	0.00	593.24	140.66	0.00	140.66	733.90
101	414	71	936.00	0.00	936.00	221.94	0.00	221.94	1,157.94
102	415	71	936.00	0.00	936.00	221.94	0.00	221.94	1,157.94
103	416	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
104	417	71	936.00	0.00	936.00	221.94	0.00	221.94	1,157.94
105	418	71	936.00	0.00	936.00	221.94	0.00	221.94	1,157.94
106	419	66	870.09	0.00	870.09	206.31	0.00	206.31	1,076.40
107	420	65	856.90	0.00	856.90	203.18	0.00	203.18	1,060.08
108	421	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
109	422	70	922.82	0.00	922.82	218.81	0.00	218.81	1,141.63
110	423	69	909.63	0.00	909.63	215.69	0.00	215.69	1,125.32
111	501	114	1,502.88	0.00	1,502.88	356.35	0.00	356.35	1,859.23
112	502	115	1,516.06	0.00	1,516.06	359.48	0.00	359.48	1,875.54
113	503	117	1,542.42	0.00	1,542.42	365.73	0.00	365.73	1,908.15
114	504	88	1,160.11	0.00	1,160.11	275.08	0.00	275.08	1,435.19
115	505	114	1,502.88	0.00	1,502.88	356.35	0.00	356.35	1,859.23
116	506	133	1,753.35	0.00	1,753.35	415.74	0.00	415.74	2,169.09
117	507	115	1,516.06	0.00	1,516.06	359.48	0.00	359.48	1,875.54
118	508	129	1,700.62	0.00	1,700.62	403.24	0.00	403.24	2,103.86
119	509	115	1,516.06	0.00	1,516.06	359.48	0.00	359.48	1,875.54
120	510	115	1,516.06	0.00	1,516.06	359.48	0.00	359.48	1,875.54
121	511	116	1,529.24	0.00	1,529.24	362.60	0.00	362.60	1,891.84
122	512	117	1,542.42	0.00	1,542.42	365.73	0.00	365.73	1,908.15
123	601	116	1,529.24	0.00	1,529.24	362.60	0.00	362.60	1,891.84
124	602	116	1,529.24	0.00	1,529.24	362.60	0.00	362.60	1,891.84
125	603	115	1,516.06	0.00	1,516.06	359.48	0.00	359.48	1,875.54
126	604	89	1,173.30	0.00	1,173.30	278.20	0.00	278.20	1,451.50
127	605	116	1,529.24	0.00	1,529.24	362.60	0.00	362.60	1,891.84
128	606	133	1,753.35	0.00	1,753.35	415.74	0.00	415.74	2,169.09
129	607	116	1,529.24	0.00	1,529.24	362.60	0.00	362.60	1,891.84
130	608	132	1,740.17	0.00	1,740.17	412.61	0.00	412.61	2,152.78
131	609	116	1,529.24	0.00	1,529.24	362.60	0.00	362.60	1,891.84
132	610	116	1,529.24	0.00	1,529.24	362.60	0.00	362.60	1,891.84
133	611	115	1,516.06	0.00	1,516.06	359.48	0.00	359.48	1,875.54
134	612	115	1,516.06	0.00	1,516.06	359.48	0.00	359.48	1,875.54
<b>Total</b>			<b>\$131,831.12</b>	<b>\$0.00</b>	<b>\$131,831.12</b>	<b>\$31,258.75</b>	<b>\$0.00</b>	<b>\$31,258.75</b>	<b>\$163,089.87</b>

**Totals:                    \$131,831.12            \$0.00    \$131,831.12    \$31,258.75            \$0.00    \$31,258.75    \$163,089.87**



## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Date:** Wednesday 10<sup>th</sup> December 2025 following the Annual General Meeting  
**Venue:** Zoom Electronic Meeting

### AGENDA:

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#### 1. APPOINTMENT OF OFFICE BEARERS -

- a. Chairperson – J Taylor
- b. Secretary – C Watts with assistance from C West and C Strack
- c. Treasurer – delegated to Signature Strata

Meeting Closed 7.40pm

Next meeting date: Monday 2<sup>nd</sup> February 2025 at 6.00pm

**MINUTES OF THE 2024 ANNUAL GENERAL MEETING  
UNITS PLAN 15633 - "82W"  
82 WENTWORTH AVENUE, KINGSTON**

**DATE HELD:** Wednesday 19<sup>th</sup> March 2025 – 5.30pm

**VENUE:** Zoom Electronic Meeting  
Meeting ID 847 2752 1792

**PRESENT:** J Taylor (Lot 2), C Strack (Lot 8), N Layt (Lot 9), D Dichiera (Lot 11), J Hackett (Lot 22), P Falkenberg (Lot 23), L Maftoum (Lot 32), C Warren (Lot 35), A Lamont (Lot 40), A & K Moore (Lots 45 & 119), M Ness (Lot 49), A Nazor (Lot 63), A O'Brien (Lot 70), D Crisp & A Gutteridge (Lot 72), L Hart & N Vaz (Lot 74), M Jodlowski (Lot 76), O Anson (Lot 77), T Farrington (Lot 80), C Watts (Lot 93), B Bergkotte (Lot 104), G & J Rogers (Lot 115), P Salmond (Lot 116), G Bergkotte (Lot 120), G & S Harvey (Lot 122), J & K Campbell (Lot 124), C West (Lot 127) & P Coles (Lot 133).  
R Benton & C Fenwick representing Signature Strata

**PROXIES:** D Somerville (Lot 24) appointing J Synaphet.

**ABSENTEES:** S D'Arcy & K Tyas (Lot 21)

**APOLOGIES:** T Vizovistis (Lot 52) & R & D Hammond (Lot 105)

**CHAIR:** J Taylor noted as Chairperson

**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 28 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.*

**EXECUTIVE COMMITTEE REPORT**

J Taylor provided an update to the meeting on the matters the Committee has been managing in the past 12 months including the transfer of management, CCTV installation, gardening, recent building façade matter amongst other regular duties. The Committee meet approx. every 6 weeks.

C Watts queried if the installation of bike racks was considered in foyers. J Taylor advised it had been previously discussed but not in depth as the focus was on some pressing issues however agreed to open discussion to owners and add it back on the agenda for the incoming committee.

**MINUTES**

**MOTION 1:** *That the minutes of the previous general meeting held on 15 October 2024 are accepted.*  
**CARRIED**

Matters Arising from the minutes:

M Jodlowski advised he had previously raised the matter of broken tiles in the central lift which remain outstanding, Strata Manager to action.

**INSURANCE**

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property, with Strata Community Insurance as follows:

Insurer & Policy No:	Strata Community Insurance/POL 11099420
Renewal date:	16 November 2025
Building Sum Insured:	\$73,810,000.00
Excesses	\$5,000

Base Premium	\$70,331.00
Underwriting Agency Fee	\$550.00
Broker Fee	\$3,700.00
Administration Fee	\$60.00
GST	\$7,458.10
Signature Strata Commission	N/A
Commission Schedule	Up to 25% of base premium
Last insurance valuation report:	21 September 2023

MOTION 2: *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.* **CARRIED**

MOTION 3: *That the Owners Corporation of UP15633 endorse the transfer from Honan to AJ Gallagher for brokerage services.* **CARRIED**

MOTION 4: *That the Owners Corporation authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.* **CARRIED**

### INSURANCE CLAIMS

A summary of past claims was included with the notice of meeting. The last claim was in 2023.

### FINANCIAL REPORT

Financial reports for the period ending 15 November 2024 as audited by Kelly & Partners, with their report dated 20 December 2024 finding the financial reports to present fairly in all material aspects, was accepted.

MOTION 5: *That the independent audit report prepared by Kelly & Partners for the period ending 15 November 2024 be accepted.* **CARRIED**

### SINKING FUND

The Owners Corporation of UP15633 obtained their Sinking Fund Forecast on 10 November 2023 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 10 November 2027. A copy of the Sinking Fund Forecast is available through the owners portal.

### PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting.

82W is still within the DLP warranty for structural defects only (not cosmetic) and since commencing management no additional common defects have been reported to our office that are not already being actioned by Bloc.

Towards year 4-5, the Committee may seek professional advise/report to identify any possible defects to notify Bloc within the 6 year period.

### MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

Tiling in Lift – As above. Strata Manager to Action

Bird Damage – The committee met with Bloc to better evaluate the façade damage caused by the cockatoos eating the polyurethan joints, and upon advice that damage has not worsened since it was first

noticed 15 months ago, it was agreed to proceed with repair and closely monitor each year. Repair quotes are currently being obtained and once engaged, owners will be notified when work is due to commence.

Gardening – The incoming Committee will review quotes received and give consideration to a change of gardening provider, as well as consider replenishment to various areas.

Hot Water issues - Signature Strata provided an update on the ongoing hot water issues experienced by some residents, primarily that between peak hours the water is only able to become lukewarm after a long wait, but on occasion being without hot water for a number of hours. A work order has been placed to the Owners Corporations provider, Energy Locals Urban, as part of your Embedded Network agreement they are responsible for the infrastructure on site and have been advised to investigate as soon as possible. A response is yet to be received and Signature Strata will continue pursuing resolution on behalf of owners.. Owners are also encouraged to report the issues to them directly as a client in the hope the matter can be escalated.

Level 5 Carpet – Following recent water leaks from a couple of units individual water meters into the common hallways, residents advised the carpet smells on occasion. Signature Strata confirmed the building manager will be pulling up the carpet on level 5 this week to ensure it is properly dry, and free from mould, with any subsequent action such as further shampooing being arranged.

Owners are reminded to report any common property maintenance items to Signature Strata to allow timely actioning. We are not aware of items when they are mentioned on the 82W Facebook page.

## **FIRE SAFETY**

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting. All emergency and fire systems are maintained by 360 Degree Fire.

## **AUTHORISATIONS, DELEGATIONS & APPOINTMENTS**

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners assess the adequacy of authorisations, delegations, and appointments.

The following authorisations, delegations and appointments are in place:

- The Executive Committee are authorised to make determinations regarding the appointment of service contractors
- The Executive Committee are authorised to make determinations regarding the investment of funds.

## **BUDGET DEBATE**

### **Administrative Fund**

MOTION 6: *That the proposed Administrative Fund budget of \$466,010.00 (plus GST) for the period 1 November 2024 to 31 October 2025 be adopted.* CARRIED

### **Sinking Fund**

MOTION 7: *That the proposed Sinking Fund Expenditure budget of \$26,175.00 (plus GST) for the period 1 November 2024 to 31 October 2025 be adopted.* CARRIED

### **Levy Contribution**

MOTION 8: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$466,010.00(plus GST) for the twelve month period, commencing 1 November 2024, to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 January, 1 April, 1 July and 1 October 2025.* CARRIED

MOTION 9: *That the Owners Corporation determines a Sinking Fund Levy of \$113,068.00(plus GST) for the twelve month period, commencing 1 November 2024, to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 January, 1 April, 1 July and 1 October 2025.* CARRIED

\*Please note the levy contributions due 1<sup>st</sup> January will be extended to 18<sup>th</sup> April, and the 1<sup>st</sup> April contribution extended to 18<sup>th</sup> May 2025. Moving forward the plan is to hold a December/January AGM so that levies can revert to quarterly intervals per usual.

## **STRATA MANAGEMENT AGENCY AGREEMENT**

The Owners Corporation's current management agreement was signed on 29<sup>th</sup> October 2024 and expires on 29<sup>th</sup> October 2027. The contract is available through the Owners Portal.

## **ELECTION OF COMMITTEE**

**MOTION 12:** *That the Owners Corporation agreed to appoint between 3 and 7 members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

The Following owners were elected to form the Committee:

J Taylor – Lot 2	N Layt – Lot 9
C Strack – Lot 8	A O'Brien – Lot 70
C West – Lot 127	C Watts – Lot 93

G Harvey & G Bergkotte were both thanked for their valuable contribution to the Committee.

## **GENERAL BUSINESS**

### Smoke Alarms

It was confirmed that smoke alarms within units are the unit owners responsibility. Any in common areas are maintained by the fire provider, 360 Degree Fire.

### Seating in foyers

An owner raised the idea of seating in the foyers. Several owners were in favour of this idea but concern was raised over the reverberation of noise into ground floor units. The meeting agreed a further discussion was valid and further investigated required.

### Air-conditioning Condensers

The air-conditioning condensers on the roof that service individual unit owners are the responsibility of each unit and accessed for contractor maintenance can be arranged through the building manager.

### Electric Charging

Concern was raised over residents charging electric scooters and bikes in the basement using the existing powerpoints for garage doors. It is noted that the power is the common property power and not an individual owners power. Signature Strata advised this is a common item for discussion throughout Canberra developments and each building reaches a the solution differently, and it is likely to be a future discussion as the building grows. Residents are reminded not to leave items unattended when they are charging and to promptly remove them from the charger once fully charged to reduce risk. Signature Strata confirmed that the charging of electric vehicles has no impact on the insurance policy as yet.

### Common hallway ventilation

The building manger will be asked to confirm what fans/vents are in place to allow ventilation in common hallways.

## **CLOSURE**

There being no further business the meeting closed at 6.45pm

**MINUTES OF THE GENERAL MEETING  
OF THE OWNERS OF 15633  
82W  
Wentworth Ave 82, KINGSTON, ACT, 2604**

**VENUE:** Microsoft Team

**DATE:** 15th October 2024

**TIME:** 05:30 PM (Canberra time)

**PRESENT:**

<b>Lot Number</b>	<b>Attendee</b>	<b>Owner Name</b>
110	Owner - Jethros Steiner	Jethros Steiner
113	Owner - Domenico Dichiera	Domenico Dichiera
114	Owner - Jeffrey E & Anita Wesney	Jeffrey E & Anita Wesney
115	Owner - Geoffrey L & Janice L Rogers	Geoffrey L & Janice L Rogers
116	Owner - Paul D Salmond & Helen M Innes	Paul D Salmond & Helen M Innes
119	Owner - Arran S & Kylie M Moore	Arran S & Kylie M Moore
12	Owner - Charlie Murphy & Georgia Wood-Bradley	Charlie Murphy & Georgia Wood-Bradley
120	Owner - Janelle G & Gary A Bergkotte	Janelle G & Gary A Bergkotte
121	Owner - Taylor Radnell & Adrianna Fullerton	Taylor Radnell & Adrianna Fullerton
122	Owner - Gary B & Sarah L Harvey	Gary B & Sarah L Harvey
124	Owner - John L & Kathryn R Campbell	John L & Kathryn R Campbell
127	Owner - Blaine & Catherine West	Blaine & Catherine West
132	Owner - Santiago C Munoz & Maria A C ergel	Santiago C Munoz & Maria A C ergel
133	Owner - Peta Nichole Coles & Joel Hancock	Peta Nichole Coles & Joel Hancock
16	Owner - Carly Farrington & Dominick A J Miranda	Carly Farrington & Dominick A J Miranda
21	Owner - Simon C D'Arcy & Katarina R Tyas	Simon C D'Arcy & Katarina R Tyas
23	Owner - Pamela Ann Falkenberg	Pamela Ann Falkenberg
32	Owner - Lorraine Irene Maftoum	Lorraine Irene Maftoum

33	Owner - Lora Jean Blackman	Lora Jean Blackman
39	Owner - Kenneth Paul McBride	Kenneth Paul McBride
45	Owner - Arran S & Kylie M Moore	Arran S & Kylie M Moore
52	Owner - Trevor Vizovitis	Trevor Vizovitis
55	Owner - Mitchell Colbert & Kate Feltrin	Mitchell Colbert & Kate Feltrin
63	Owner - Adam Nazor	Adam Nazor
7	Owner - Kaylene Prado	Kaylene Prado
70	Owner - Adam John O'Brien	Adam John O'Brien
71	Owner - Lucy Dore	Lucy Dore
72	Owner - Damien B Crisp & Adam M Gutteridge	Damien B Crisp & Adam M Gutteridge
74	Owner - Nathan D Vaz & Lucyanne A Hart	Nathan D Vaz & Lucyanne A Hart
76	Owner - Matthew I Jodlowski	Matthew I Jodlowski
77	Owner - Olivia Anson	Olivia Anson
8	Owner - Candice M Strack	Candice M Strack
9	Owner - Nardia Layt	Nardia Layt
92	Owner - Meredith L Kelly	Meredith L Kelly
93	Owner - Yvonne Buresch & Camden Dyfrig Watts	Yvonne Buresch & Camden Dyfrig Watts
94	Owner - Cristina A Arrieta & Andres F A Restrepo	Cristina A Arrieta & Andres F A Restrepo
2	Owner - Jack Taylor	Kieran M Purvis

**PROXIES:**

Name	Proxy Name
C West (Lot 127)	Appointed J Taylor (Lot 2)

**ADDITIONAL ATTENDEES:**

Name	Description
A Vincent	Pod Leader and Senior Strata Manager representing Vantage Strata
J Newbery	Trainee Strata Manager, Vantage Strata
K Naboya	Strata Manager representing Vantage Strata

**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 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

## **1. CHAIRPERSON, PROXIES AND APOLOGIES**

Ordinary resolution

It was **resolved** that J Taylor (Lot 2) be appointed as the chairperson of the meeting.

**MOTION CARRIED**

**YES**

It was resolved that J Taylor (Lot 2) chair the General Meeting. J Taylor requested that A Vincent (Vantage Strata) facilitated the meeting on behalf of the Chairperson. C West (Lot 127) appointed J Taylor (Lot 2) as their proxy for the purposes of the meeting. No absentee votes or apologies were received.

## **2. ADOPTION OF MINUTES**

Ordinary resolution

**MOTION:** It was **resolved** that the minutes of the previous General Meeting be confirmed.

**MOTION CARRIED**

**YES**

## **3. INSURANCE CLAIMS (New or Outstanding)**

Ordinary resolution

The Manager advised that there were no new or outstanding insurance claims.

**YES**

## **4. MAINTENANCE ISSUES**

Ordinary resolution

The Manager advised of the following outstanding items. It was noted that updates on outstanding or new items will be included in the Executive Committee Meeting (ECM) Minutes:

- Building/ Window Clean
- Waste Room Clean
- Lawn Rejuvenation
- Replacement of Waste Bins

The Manager advised that the following contracts are due for renewal in November 2024:

- Cleaning Contract

- Gardening Contract

*It was noted that the Executive Committee will work with the incoming Strata Manager to determine if they will undertake a tender or renew with their current service providers.*

*A owner present queried when the window cleaning will be completed. It was noted that no date has been determined yet however an update will be provided to the owners via the ECM minutes.*

*It was raised that the lift on the corner of Wentworth and Burke Street has damaged tiles. The Building Manager to inspect.*

**YES**

## **5. APPOINTMENT OF NEW STRATA MANAGER**

Ordinary resolution

**MOTION:** *It was **resolved** that the Owners Corporation of Units Plan 15633, agree in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:*

- *That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of two (2) years, with a further 1 year option;*
- *That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;*
- *That the agent be authorised to open and operate a bank account on the owners corporations behalf on or after the date of this meeting;*
- *That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
- *That the delegation to the agent is subject to the conditions and limitations listed in the agreement;*
- *That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.*
- *That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.*

**MOTION CARRIED**

**YES**

## **6. APPOINTMENT OF NEW BUILDING MANAGER**

Ordinary resolution

**MOTION:** *It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written On Site Building Management Agreement appointing **Point Facilities Solutions** as follows:*

- *That Point Facilities Solutions be appointed as the Manager for On Site Building Management Services, for a period of 3 year/s.*
- *That Point Facilities Solutions and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.*

**MOTION CARRIED**

**YES**

## 7. ACCEPTANCE OF CCTV QUOTE

Ordinary resolution

**MOTION:** *It was **resolved** that the Owners Corporation accept the quote from S.I.Tech Electronic Security Provider for the installation of 11 CCTV cameras and a Custom Power Supply, Battery and Inverter (65 A/Hr) (Option 4) at a cost of \$10,690.00 plus GST.*

**MOTION CARRIED**

**YES**

2 objections were noted. Following lengthy discussion, the Owners Corporation agreed by majority to proceed with the quote.

## 8. SPECIAL LEVY

Special resolution

**MOTION:** *It was **resolved** that the Owners Corporation resolve, by Special Resolution, to strike a Special Levy of \$10,690.00 plus GST to the Administration Fund for the current financial year {16/11/2023 to 15/11/2024 and that the levy contributions be contributed by all owners in accordance with their Units of Entitlement payable by one instalment, due on 15 November 2024.*

**MOTION CARRIED**

**YES**

4 objections were noted.

## 9. GENERAL BUSINESS

Ordinary resolution

The following general business was raised:

**YES**

S D'Arcy (Lot 21) Raised business about vehicles parking on nature strip continually are possibly damaging underground services and utilities. It was noted that the lawn rejuvenation is taking this issue into account.

O Anson (Lot 77) noted a defect outside her unit, which was previously rectified by building manager however the incorrect colour of paint was used. The Manager to speak with the Building Manager and request they contact O Anson.

K Feltrin (Lot 55) Raised a question if residents could be notified by 360 Degree fire about monthly fire alarm tests. The Manager advised they would raise this with 360 Degree Fire.

Y Buresch (Lot 93) Raised business about potentially adding additional bike racks inside the foyer. This will be raised at the next EC Meeting.

L Dore (Lot 71) Gave thanks to the EC Members, particularly Adam and Jack for their time spent obtaining quotes.

P Salmond (Lot 116) Raised that owners weren't given enough informational time to analyse the special motion to install security cameras. This was noted.

# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

**A1** The Owners—Units Plan No \_\_\_\_\_ 15633  
**A2** General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— \_\_\_\_\_

*Tick applicable box, or both boxes if applicable:*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>Regularly convened</b><br>The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3). | <input type="checkbox"/> <b>Convened after adjournment</b><br>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
15 October 2024	As per 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.



.....*[insert date of affixing of seal]*

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

<sup>†</sup> In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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### ***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).

# MEETING AGENDA & MINUTES

82W EXECUTIVE COMMITTEE

Date: 2 March 2026

Time: 6:00 PM

**IN ATTENDANCE**

Jack Taylor – Lot 2, Janice Rogers – Lot 115, Taylor Radnell – Lot 121, Simon D Arcy - Lot 21 Cathy West – Lot 127, Cam Watts – Lot 93

**APOLOGIES**

Carly Farrington- Lot 16

**MEETING BUSINESS**

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
1	<p><b>Past Minutes</b> (Wednesday 10 th December 2025 following the Annual General Meeting)</p> <p><b>Resignation of EC Member</b> Candice Stark resigned effective 2 March 2026</p>	<p>Minutes endorsed out of session</p> <p>EC passed a vote of thanks on behalf of the Owners Corporation for Candice’s service to the community.</p>	N/A
2	<p><b>Signature Attendance – Future EC Meetings</b> Confirm date for attendance (4 per year):</p>	<p>Signature will attend the below meetings</p> <ul style="list-style-type: none"> <li>• May Monday 4th (2)</li> <li>• August Monday 3rd (tentative (3)</li> <li>• October Monday 12th (4)</li> <li>• September/December(AGM)</li> </ul> <p>The committee will meet without signature present between August and October</p>	Secretary/Sig nature
3	<p><b>Maintenance issues (ongoing)</b></p> <p><b>4.1 Bin Chute Fusible Links</b> Approve PFS quote for the supply and installation of fusible links to all discharge doors.</p> <p>4.2 corner guards</p>	<p>4.1_The EC Approved the quote at the last meeting- install date to be updated</p> <p>4.2_ Noted this has been been fixed</p>	Secretary/Sig nature

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<p>corner guards were installed by Point Facilities management recently - one has come off already. This was due to only light pressure being applied to it.</p>		
<p>4</p>	<p><b>Non maintenance matters raised at AGM</b></p> <p><b>4.1 Verge Remediation (nature strip)</b> The motion failed at the AGM but multiple owners expressed interest in something being done about the nature strip. Solutions to be developed and potentially proposed to the OC later in the year or at the next AGM. Prevention of illegal parking and installing irrigation to be considered.</p> <p><b>4.2 Lobby Options</b> Discuss options to beautify the lobbies, such as by adding furniture, wall panels or art, etc.</p> <p><b>4.3 Bike Racks</b> Discuss options to provide bike storage</p> <p><b>4.4 Gardening Sub Committee</b> Discuss options to establish a gardening committee - Russel Brice wanted to join gardening committee</p>	<p>4.1_ <b>outstanding actions:</b></p> <p><b>Action</b> - Secretary to submit a revised draft survey using a likert scale methodology EC ahead of the next meeting.</p> <p><b>Action</b> - Strata to proceed with implementing move-in move-out policy</p> <p>4.2_Lobby options to be discussed further at future meetings and to be included in the survey.</p> <p>4.3_Issue to be included in the survey.</p> <p>4.4_Issue to be included in the survey.</p> <p><b>The committee discussed:</b></p> <p>ToRs for the Garden Committee were reviewed.</p> <p>Some changes were made and the following to be noted: volunteer includes use of equipment - equipment - use would be at own risk..</p> <p>Signature notes there is some coverage of volunteer labour under the insurance. Add a note that this should be complied with.</p> <p>relatedly - a resident provided the EC with an invoice for various items which have been essential for grounds maintenance" - EC approved and invoice will be provided to Signature for reimbursement.</p> <p>Relatedly - some decisions were made around grounds maintenance:</p> <ul style="list-style-type: none"> <li>● recommended not to remove flax from planters.</li> <li>● Remove excess plants around roses to give roses room.</li> <li>● EC agrees with new mulch in principle but asks for costs before approval.</li> <li>● EC does not approve trimming Beech trees - and seeks more information about trimming trees.</li> <li>● Rosemary not to be removed. However the committee would consider</li> </ul>	<p>Secretary/Sig nature</p>

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		<p>implementing a herb section of the garden.</p> <ul style="list-style-type: none"> <li>● EC noted 'renovation' of grass undertaken..</li> <li>● EC noted work to train vines onto the pergolas is ongoing</li> <li>● The Committee noted approximately 90 stakes have been removed from the garden and set aside. Asks that these are retained for potential use on verge (e.g., temporary bollards)</li> <li>● Garden and Grounds to be added as an ongoing Item in future agendas/ minutes.</li> <li>● GC to start a WhatsApp conversation to handle logistics</li> <li>● EC recognises the work Russel has been doing.</li> </ul> <p><b>Actions:</b> Some small revisions to GC ToRs to be approved via email</p> <p>GC to set up busy bee for mulch and quote for mulch</p> <p><b>Action:</b> EC to draft an email to the community to stand up the gardening committee.</p> <p><b>Survey</b></p> <p><b>Action:</b> Survey (covering gardens, lobby options, bike racks and verge remediation) to be adjusted to a Likert scale methodology rather than open ended questions. The intention to be gaining a clear indication of what the Owners Corporation wants.</p> <p><b>Move in Move out policy</b> (also to preventing removalists parking on verge)</p> <p>The committee discussed the policy:</p> <p>Signature has sent a draft policy - the main purpose is to tell people where to park (service lane - clear the roller doors)- to book lift curtains, and to communicate dimensions of lift doors - responsibility for damage - and the need to provide sufficient notice.</p> <p><b>Action:</b> EC to provide Signature with a google maps image of where to park.</p> <p>Signature will send the draft policy back out to EC for confirmation and will be distributed with minutes. - policy to be displayed in lifts.</p>	

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		- Owners to provide feedback on move in and out policy before May Meeting	
5	<b>Other ad Hoc Issues</b>	<b>Verge - proposal</b> The committee heard a proposal to proceed with minor work on the Burke street verge, including: starting with one section - top dress and water will need to be watered daily (Russel proposes to water it) <b>Action:</b> proposal to be costed by GC for consideration pending survey results - as verge is featured in the survey and scope to gardening committee..	Secretary/Sig nature
7	<b>Review and Prioritisation of Task List</b> Review Signature/PFS to-do list (action register) (Appendix A) and provide EC update on each	See Appendix A.	
<b>Any Other Business</b>	GC to have access to retic controller  Watering trees	Signature to look into getting a key to a member of the EC/GC EC noted ACT guidance that residents should help keep trees healthy.	

The meeting concluded at 7:50pm. Next meeting: 4 May at 6pm

## Appendix A

### Pending Items on Action Register

Item	Notes	EC Decisions
G10 conduit in courtyard	Owner contacted 18.02. Update 10.04 - contractor doing jo has been delayed. Conduit has been removed. In discussions with Ecotone re colour and how to fix patch job. Quote for repair sent to owner 14.08.25, Owner advised unable to afford. 01.09.25 Provided details of Ecotone to owner again to follow up. Paint was to be received on 10 October. Sent follow up email to owner 22.10. Sent follow up 5.11. Sent follow up 12.11. Referred to EC 15.12.25 for decision at EC meeting Feb 2026. Owner emailed 09.02.26 to advise of EC instructions made at	Signature advised work is waiting on contractor

Item	Notes	EC Decisions
	meeting 02.02.26. Ecotone advised to proceed with quote 23.02.26	
Leaking downpipe	<p>Reported by PFS. Referred to Bloc. Bloc wanting contact details for Lot 31 to inspect their balcony membrane. Contacting Lot 31 to get contact details. Details provided to Bloc. Minor maintenance job. Venture Plumbing asked to fix on next site visit. Has been inspected. quote to be provided. Sent follow up to plumber 27.08. Included on quote 7562.Sent to EC 12.09.25</p> <p><b>SCOPE OF WORKS</b></p> <p>Line 1: Quote to cut out cracked section of pipework and repair.</p> <ul style="list-style-type: none"> <li>- Gain access to basement</li> <li>- Cut out section of cracked sewer line</li> <li>- Replace cracked section of sewer line with new 100mm PVC fittings</li> <li>- Replace section of Geberit 100mm pipework to suit new installation</li> <li>- Test and Commission</li> </ul> <p>1 Line 1 \$525.04</p>	Closed and completed.
Lift Tiles	<p>Quote for Carpets received -</p> <p>Name: <b>Superguard Heavy Duty Entrance Matting</b> – fully edged and precise.</p> <p>Website : <a href="#">Superguard Entrance Mat - General Mat Company</a></p> <p>Colour: Charcoal</p> <p>Thickness: 10mm</p> <p>Qty: 3</p> <p>Size: 1.385 x 1.955m</p> <p>Price: \$590.00 each plus GST.</p> <p>Installation: Supply only</p> <p><b>Total Cost: \$1770.00 plus GST</b></p> <p>Delivery: \$85.00 plus GST</p> <p>Lead time: 5-7 days</p>	EC approves quote for carpets with the “Charcoal” colour
Irrigation line repair	Notified by Bloc. Irrigation line work order. Seeking clarification from plumber on 2 quotes received	Signature advised everything is ok with irrigation - to be closed
Cracking of façade	<p>photos requested from PFS. Quotes to then be obtained for repair. Follow up 27.08.25. Referred to Bloc. Bloc believe its an aesthetic issue but have referred to Sellicks for confirmation</p> <p>Signature advised the EC that Sellicks confirmed the issue is not a concern and can be addressed through maintenance if needed.</p>	Will need a quote to fix - EC is happy to defer this as it is cosmetic and not time sensitive

Item	Notes	EC Decisions
Annual roof inspection	Quotes requested. Quote received from AM & DM Roofing 07.08.25. Awaiting quote from Capital MS. Capital attending 30 Sept to quote . 3rd quote requested 24.09 - contractor attending 25 sept to quote.	Signature advised this has happened
Evacuation Signage	Signature to provide update	Signature advised this is in train
Fusible links for chute doors	Signature to provide update	as above

# MEETING AGENDA & MINUTES

## 82W EXECUTIVE COMMITTEE

Date: 2 Feb 2026

Time: 6:00 PM

### IN ATTENDANCE

Jack Taylor – Lot 2, Janice Rogers – Lot 115, Carly Farrington- Lot 16, Taylor Radnell – Lot 121, Simon D Arcy - Lot 21 Cathy West – Lot 127, Cam Watts – Lot 93

### APOLOGIES

Candice Strack – Lot 8

### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<b>Past Minutes</b> (Wednesday 10 th December 2025 following the Annual General Meeting)	Minutes endorsed out of session	N/A
1	<b>Building Management Plan</b> Signature have obtained BMP and provided to EC	Building management plan noted	N/A
2	<b>Signature Attendance – Future EC Meetings</b> Confirm date for attendance (4 per year):	<b>Action:</b> Given the number of open items in the action register about which Signature could advise the EC - Signature to be asked to attend the next meeting, Monday 2 March. Further attendances TBD as needed while setting future agendas.	Secretary/ Signature
3	<b>Maintenance raised at AGM</b> <b>3.1 Balcony damage - lifting points</b> The damages on balconies where the lifting points were during construction will be forwarded to Bloc later this week [week of AGM] once responses have been collated. <b>3.2 Visibility of AC Report and other reports e.g., maintenance report.</b>	3.1_ Signature advised the EC that Bloc is contacting the developer about this issue. Signature has sent a follow up email. 3.2_ Committee noted comments from the AGM - EC noted that while some owners are interested in administrative documents such as maintenance reports, others are not. EC was of the view that owners should be able	Secretary/ Signature

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<p>HVAC Canberra will be asked to provide a report on the recent AC maintenance. It was noted that this was an opt-in program.</p> <p><b>3.3 Lift Tiles</b> A quote had been obtained however the cost was \$12,000. Contact has been attempted with the original installer of the tiles.</p> <p><b>3.4 Glass Doors</b> An owner advised that she had been informed by a contractor that the doors were “cooked” and repairs were required. The Managing Agent to investigate.</p>	<p>to request such reports from the strata on an as needed basis. However it was also noted that reports of this kind are not always generated. It was also noted that in this particular instance, ground floor owners would not be included in AC work because their heat pumps are not on common property.</p> <p><b>Action:</b> Secretary to check with Strata that these kinds of reports will be provided to owners on request and request strata make the AC report available, if it exists.</p> <p>3.3_ EC noted the reasoning behind the previous decision not to proceed with lift tile repair; the cost is very high and likelihood of repeated damage is also high. Given the tiles are still functional and safe -repairs not currently prudent.</p> <p><b>[Action]</b> - Secretary to ask strata to pursue additional quotes for repair including alternative options if available - e.g., using different tiles, whether the tiles can be protected, etc.</p> <p>3.4_[closed] EC noted the doors are included in business as usual building maintenance and will be repaired if and when faults are reported. The EC noted these faults were reported and should be addressed.</p>	
4	<p><b>Maintenance issues (ongoing)</b></p> <p><b>4.1 Bin Chute Fusible Links</b> Approve PFS quote for the supply and installation of fusible links to all discharge doors.</p> <p>4.2 corner guards corner guards were installed by Point Facilities management recently - one has come off already. This was due to only light pressure being applied to it.</p>	<p>4.1_ EC Approved the quote</p> <p>4.2_ <b>Action:</b> Strata to ask Point Facilities Management to repair the guard in the first instance as this is seen as a quality of installation issue.</p>	Secretary/ Signature
5	<p><b>Non maintenance matters raised at AGM</b></p> <p><b>5.1 Verge Remediation (nature strip)</b> The motion failed at the AGM but multiple owners expressed interest in something being done about the nature strip. Solutions to be developed and potentially proposed to the OC later in the year or at the next AGM.</p>	<p>5.1_ The EC discussed the background of the verge issues - including the history of investigating options throughout 2025 and the proposal that was put up - noting it was likely not to succeed based on cost.</p>	Secretary/ Signature

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<p>Prevention of illegal parking and installing irrigation to be considered.</p> <p><b>5.2 Lobby Options</b> Discuss options to beautify the lobbies, such as by adding furniture, wall panels or art, etc.</p> <p><b>5.3 Bike Racks</b> Discuss options to provide bike storage</p> <p><b>5.4 Gardening Sub Committee</b> Discuss options to establish a gardening committee - Russel Brice wanted to join gardening committee</p>	<p>The majority of the EC was of the view that while the particular proposal was defeated at the AGM, this did not constitute a rejection of the idea of remediating the verge in general and other options should still be considered.</p> <p>Reflecting sentiment at the AGM, 5.1, 5.2, 5.3 options to be canvassed via a survey. It will be made clear that this is not a vote but seeking information. The survey could present example options for consideration but will not preclude development of other options and will seek feedback on what the owner would want to see prioritised - e.g., affordability, safety, protection of underground services, prevention of illegal parking, amenity, etc.</p> <p><b>Action - Secretary to submit a draft survey to EC ahead of the next meeting.</b></p> <p><b>Action - Strata to proceed with implementing move-in move-out policy</b> (this was not listed as an agenda item but was raised at the AGM, particularly as a means to prevent removalist trucks parking illegally)</p> <p>relatedly the EC approved Russel Brice of lot 18 and Blaine of lot 127 to install hooks in the garbage room for hoses to water the front garden. The need for this arose during a recent heat wave where the trees on Burke crescent were at serious risk of dying.</p> <p>5.2_Lobby options to be discussed further at future meetings and to be included in the survey.</p> <p>5.3_Issue to be included in the survey. Camden noted that streamlining the installation of secure anchors in parking lots upon request is a potential partial solution.</p> <p>5.4_Issue to be included in the survey.</p> <p><b>EC also agreed to establish a garden committee (GC) to progress garden issues including developing solutions for the verge.</b></p> <p>The EC also noted that Russel Brice volunteered to join the committee at the AGM and also noted his significant ongoing contribution to the upkeep of the gardens.</p>	

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		<p>The EC noted terms of reference are important to clearly stipulate:</p> <ul style="list-style-type: none"> <li>- That the general intention of the GC is to be project based, including a proposal for verge remediation - organising working bees etc</li> <li>- what type of work should be carried out as BAU</li> <li>- what would need further EC or OC approval.</li> <li>- That at least one EC member should be on GC</li> <li>- a clear governance framework, particularly including how spending should be managed - e.g., there should be a spending plan, and the need to reimburse volunteers should be avoided.</li> </ul> <p><b>Action: Secretary and Cathy to draft GC Terms of Reference for EC review</b></p>	
6	<p><b>Other ad Hoc Issues</b></p> <p><b>6.1 Evacuation Signage</b> Signature obtained quotes from 2 companies that provide this service, Actwell and Ferst. Actwell: \$12,733 + GST. Ferst: \$7260 inc GST</p> <p><b>6.2 G10 Painting (conduit issue)</b> Signature is having trouble contacting the owners of G10 EC to advise Signature: should the OC bill the owner for the painting?</p> <p><b>6.3 Garden Recommendations</b> Candice has provided some recommendations for the EC to consider - would feed into advice to gardeners..</p>	<p>6.1_The EC noted the context for this item, that - after a fire alarm evacuation, a resident enquired as to whether evacuation signage is needed - Strata looked into the issue and reported it is needed.</p> <p><b>EC Approved Ferst quote.</b></p> <p><b>Action: Secretary to notify Signature</b></p> <p>6.2_The EC noted the context for this item, that a conduit was installed without approval to support a spa which also was not approved - this caused insurance problems for the building. The unauthorised additions were all eventually removed and damage caused by the conduit was repainted with a colour that does not match the existing paint.</p> <p><b>EC voted to authorise Signature to proceed according to the suggested plan.</b></p> <p><b>Action: Secretary to notify Signature</b></p> <p>6.3_the EC noted appreciation for the advice and further noted that much of the garden work by gardeners to date has aligned with it.</p>	Secretary/Signature

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		It was also noted that the Garden Committee (GC) would be best placed to consider and action the advice. Noting the intention is to establish the GC relatively soon, the issue is deferred for its consideration. To be re-considered if the GC is not established in the expected timeframe (1-2 months)	
7	<b>Review and Prioritisation of Task List</b> Review Signature/PFS to-do list (action register) (Appendix A) and provide EC update on each	See Appendix A. Note that some of the items are repeated above.	
<b>Any Other Business</b>		<p>The Chair provided a brief outline of the history of the OC and particularly the EC for the benefit of new committee members who joined at the recent AGM.</p> <p>The Chair provided a brief outline of the history and potential required action around bird damage. The EC noted that this is not currently not a critical issue and that it is related to roof inspection item (see action register)</p>	nil

The meeting concluded at 8:30. Next meeting: Monday 2 March 6pm

## Appendix A

### Pending Items on Action Register

Item	Notes	EC Decisions
G10 conduit in courtyard	Owner contacted 18.02. Update 10.04 - contractor doing jo has been delayed. Conduit has been removed. In discussions with Ecotone re colour and how to fix patch job. Quote for repair sent to owner 14.08.25, Owner advised unable to afford. 01.09.25 Provided details of Ecotone to owner again to follow up. Paint was to be received on 10 October. Sent follow up email to owner 22.10. Sent follow up 5.11. Sent follow up 12.11	See Item 6.2
Leaking downpipe	Reported by PFS. Referred to Bloc. Bloc wanting contact details for Lot 31 to inspect their balcony membrane. Contacting Lot 31 to get contact details. Details provided to Bloc. Minor maintenance job. Venture Plumbing asked to fix on next site visit. Has been inspected. quote to be provided. Sent follow up to plumber 27.08. Included on quote 7562.Sent to EC 12.09.25	The EC noted this issue may have already been resolved but will need to review records to ensure this is the case. <b>Action: Secretary to check with Signature.</b>
BM Office AC unit	Quote requested for Bm office AC . Quote from HVAC Canberra and Venture Plumbing sent to EC . Amended quote sent to ec that uses a pump and does not need drain to tundish. PFS monitoring temperatures and will submit data.	The EC discussed the need for air conditioning in the room, noting that if it is hot and the building manager has a good business case for air conditioning, it should be seriously considered. However, the Item is currently effectively closed as the requested temperature data has not yet been provided. The EC also noted that it is unlikely the surveillance system computer and networking equipment located in the room require additional cooling.
Lift Tiles	Quote requested 25.07.25. Schindler advised they didn't do the tiling . Quote requested from Riverations 25.07. Another quote requested 27.08. Quote from Reliance over \$12,000. Obtained contractor details from Bloc.Sent email to original contractor 20.10	See Item 3.3
Irrigation line repair	Notified by Bloc. Irrigation line work order. Seeking clarification from plumber on 2 quotes received	The EC noted the item
Cracking of façade	photos requested from PFS. Quotes to then be obtained for repair. Follow up 27.08.25. Referred to Bloc. Bloc believe its an aesthetic issue but have referred to Sellicks for confirmation	Signature advised the EC that Sellicks confirmed the issue is not a concern and can be addressed through maintenance if needed.
Annual roof inspection	Quotes requested. Quote received from AM & DM Roofing 07.08.25. Awaiting quote from Capital MS. Capital attending 30 Sept to quote . 3rd quote	<b>The EC Approved the Preservation Roofing quote-</b> subject to one visit per year being appropriate for this complex. Signature confirmed that once a year is ok.

Item	Notes	EC Decisions
	requested 24.09 - contractor attending 25 sept to quote. Quotes sent to EC 13.11.25	Action: Secretary to advise Signature
Foyer bike racks	Quote requested 08.10.25. Sent follow up 27.10. Quote sent to EC 05.11.25	Signature to close this item for now
Evacuation Signage	Quotes sent to ec 03.11.25. Sent query to ACT Government 03.11.25. Sent follow up 03.12.25	See Item 6.1
Fusible links for chute doors	Requested quote	See Item 4.1
G18 pergola request	Sent to EC 1.12.25. Further info requested 13.11	The EC noted that the owner appears to have erected an umbrella instead. The EC did not identify a problem with this. This item can be closed and reopened if the owner provides the requested information.
Gym timing restrictions	Referred to Smart Design to change restrictions as could not be changed by Access & Intercom	Signature advised this issue has been resolved just before Christmas but that the EC should contact Signature if there are any problems.

## 82W EXECUTIVE COMMITTEE - MINUTES

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Date: 3 November 2025

Time: 6:00 PM

### IN ATTENDANCE

Adam, Camden, Candice, Cathy, Jack

Signature - Rachel

### APOLOGIES

### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
1	<b>Garden Rejuvenation Quotes</b> <ul style="list-style-type: none"><li>- EC discussed quote and options received from Outscapes</li><li>- EC discussed options around introducing parking spots on Burke Cres, and grants for contributing to payment of solutions – unlikely to meet criteria / planning requirements</li><li>- EC discussed options to raise funds to put forward to EC, notably levy vs sinking fund</li><li>- EC discussed establishing a garden sub-committee</li><li>- EC discussed conversation with Gardener on overplanting in planter boxes in courtyard</li></ul>	<ul style="list-style-type: none"><li>- Obtain additional quote from Outscapes for a hybrid natives/grass solution</li><li>- Secure advice from Signature on advantages/disadvantages of raising funds through levy vs sinking fund</li></ul>	<ul style="list-style-type: none"><li>- Cath</li><li>- Jack</li></ul>

<b>Item No.</b>	<b>Discussion</b>	<b>Actions (If Applicable)</b>	<b>Owner (If Applicable)</b>
<b>2</b>	<b>Insurance Renewal Quotes</b> <ul style="list-style-type: none"> <li>- EC approved broker recommendation to maintain insurance with SCI – quote approved.</li> </ul>		
<b>3</b>	<b>Sinking Fund Recalculation</b> <ul style="list-style-type: none"> <li>- EC considered report, endorsed change to put forward to AGM</li> </ul>		
<b>4</b>	<b>Building Manager’s Report</b> <ul style="list-style-type: none"> <li>- EC considered building manager’s report</li> </ul>		
<b>5</b>	<b>In-house resourcing</b> <ul style="list-style-type: none"> <li>- EC discussed options put forward around residents undertaking work on behalf of the complex, versus procuring professional services</li> </ul>		
<b>6</b>	<b>Emergency Evacuation Signage Quotes</b> <ul style="list-style-type: none"> <li>- EC received quote for re-design and printing of emergency evacuation signs, EC has sought further clarification on compliance requires from Signature</li> </ul>	<ul style="list-style-type: none"> <li>- Await feedback from Signature</li> </ul>	
<b>Any Other Business</b>	<ul style="list-style-type: none"> <li>- EC discussed visitor car park use – will continue to monitor</li> <li>- EC discussed obtaining quotes for atrium facilities (e.g. bike racks) – unlikely to receive quote/s prior to AGM but is underway</li> </ul>		

Meeting concluded at 7:40pm

Next meeting - Annual General Meeting 10 December 2025



## 82W EXECUTIVE COMMITTEE - MINUTES

---

Date: 7 October 2025

Time: 6:00 PM

### IN ATTENDANCE

Adam, Camden, Candice, Cathy, Jack, Nardia

Signature - Rachel

### APOLOGIES

### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
1	<b>Past Meeting / Resolutions</b> <ul style="list-style-type: none"><li>- All action items from previous meeting of 12 August endorsed</li></ul>	N/A	
2	<b>Review and Prioritisation of Task List</b> Review Signature/PFS to-do list and provide EC update on each	See Appendix A for updates.	
3	<b>Garden Rejuvenation</b> <ul style="list-style-type: none"><li>- <b>internal</b></li><li>- <b>external</b></li></ul>	Internal maintenance for Lightwells (internal courtyards) has commenced.  A quotation for new plants to restore the area was provided. EC pre-approved costs for Lightwell rejuvenation up to \$1500  External  Burke crescent rejuvenation – contractor requested onsite inspection with EC to	

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		<p>attend onsite. Options for consideration include new grass or general rejuvenation.</p> <p>Two EC members agreed to be point of contact and meet with contractor early October.</p> <p>All rejuvenation needs to comply with the Public Unleased Land Nature Strip Guidelines.</p> <p>EC requested Signature to request 'No Parking' signage via Fix My Street. .</p> <p>The gardener identified overplanting which is visible in the courtyard. EC to meet to discuss.</p> <p>EC requested Signature obtain a quote for replacing the dead trees around the premise.</p>	
4	<b>Contract Renewals</b> <ul style="list-style-type: none"> <li>- <b>Cleaning Contract</b></li> </ul>	<p>Current arrangements have been captured into a formal contract with Signature requesting EC approval to sign. EC approved</p>	
5	<b>Open matters</b> <ul style="list-style-type: none"> <li>● Action Item Register Review</li> </ul>	<p>EC considered action items</p>	
6	<b>Review Finance Status Report</b>	<p>EC noted the Finance report and questioned GST variance on finance report – Signature to review</p>	
7	<b>Review Building Managers Report</b>	<p>Roof maintenance plan – Signature to send quotes around.</p> <p>Signature noted the new building manager commenced</p>	
8	<b>Annual Budget</b>	<p>EC supported the budget to be presented at the AGM, pending final costing of options for garden rejuvenation and updating building foyers.</p> <p>Auditors require final budget estimates by the end of the first week in November.</p>	

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		Bird damage cost will need to be considered as part of the sinking fund.	
9	<b>AGM meeting – 10 December</b>	Confirmed 10 December date and that EC will provide a verbal report to the Owners Corp	
<b>Any Other Business</b>	<ul style="list-style-type: none"> <li>- Nature Strip contact person</li> <li>- Update on bird damage costs</li> </ul>		

Meeting concluded at 7:40pm Next meeting - Wednesday 5<sup>th</sup> November (only if required)

## Appendix A

Request Date	Request	Details	EC Agreement	Details
12 Feb 25	Signature to arrange for full site door service to inspect, replace door closers, fix door alignments, and installation of strike plates	Quote Obtained from <b>PFS</b> \$800 + GST to perform a complete service and report on required next steps (if any)	EC approved quote to proceed with works. Signature advised to proceed with works.	Closed
12 Feb 25	PFS to provide EC with quotes for pressure cleaning external tiles	Quotes Obtained <b>Maiden</b> \$495 for corner courtyard, 1320 for entire paved courtyard <b>IOFS</b> \$522.50 all rear tiles.	EC approved IOFS quote to proceed with works.	Completed
12 Feb 25	Signature to provide EC with quote for CCTV / BM Office cooling system	Quote provided, \$8369. EC requested Signature to obtain 2 <sup>nd</sup> quote, and explore any alternatives to air conditions.	Needs to be a budget item for AGM consideration.  Clarification on the need for CCTV cooling system required. EC requested the building manager to monitor temperature and report back findings	
12 Feb 25	Signature to schedule building façade clean for FY25/26		Awaiting budget finalisation	Bird damage and cleaning will be carried out at the same time after budget consideration
12 Feb 25	Signature to provide EC with quote for garbage chute servicing		EC approved Douglas Wright quote of \$2860 for garbage chute maintenance and cleaning.	
8 May 25	Signature provided EC with quote for garden mulch - \$764.50. EC to advice how to proceed	Gardener sent quote for mulch, as they suggest we need it.	Item on hold until new gardening contract in place.	
24 June	Resident submitted complaint re: weights in gym, concerned about noise. Signature sought EC direction on how to proceed. Note OC liabilities in relation to gym equipment (DoC)	An inspection of the gym was carried out and there are only limited free weights left in the gym.	The EC noted that there are currently no restrictions on the use of weight in the gym. The EC resolved to monitor gym usage and request building management to install signage reminding	Closed

Request Date	Request	Details	EC Agreement	Details
			residents to be mindful of noise and to avoid dropping weights. It was noted that no further action can reasonably be taken at this time beyond the signage and ongoing monitoring.	
27 May	<p>Blind Installation Unit 608 – Bloc advised Bloc have advised:  <i>Any fixings into slab elements (regardless of depth) need to be scanned to ensure that no concrete reinforcement or services are present. Failure to do so can result in damage to the structural integrity of the slab.</i>  <i>The fixing to the metal should be fine provided it is adequately drilled, primed/painted and does not interfere with any waterproofing or services that may be present.</i></p>	Signature have asked ‘The only issue appears to be the underside of the balcony roof. What are your thoughts?’	<p>EC reviewed the proposed installation and reviewed the block installation advice. EC endorses the installation pending it meets the following requirements:</p> <ul style="list-style-type: none"> <li>the blind meets the colour requirement of the rules – blind channelling to be bronze and not cream.</li> <li>Waterproofing of the steel interfere to give rise to waterproofing and other issues.</li> <li>Must be installed on the inside of the balcony railing</li> </ul>	Closed.
18 June	Unit 106 – Request to install new flooring		EC endorsed the installation of the new flooring.	Complete, closed.
26 May	Quotes to replace defective emergency lights received \$1232 (Maritex) & 360 \$1980		EC approved quote from Maritex to proceed with works.	Complete, closed.
22 May	Quotes for carpet cleaning received \$1980 IOFS		EC approved quote from Maiden Cleaning	Complete, closed.

Request Date	Request	Details	EC Agreement	Details
	\$990 Maiden Cleaning		to proceed with cleaning.	
<b>Other Matters</b>				
May 25 EC Meeting	<p><b>Bird Damage</b></p> <p>Insufficient height safety system installed to undertake bird damage and façade cleaning works (not abseil)</p> <p>EC agreed to proceed with quote for exploring abseiling system options and certification</p> <p>EC agreed for Signature to indicate to ABS Facades that we commit to works in the Building's next financial year – which specific option to be advised at a later meeting</p> <p>Re: quote from Bloc to recover 'quoting' costs – EC resolved not to agree to payment including because of no authority to incur expenses provided by EC</p>	Gutter jump brackets certified.	Will prepare to include in budget proposal for 2026.	Gutter jump brackets installed and awaiting final budget consideration to proceed
May 25 EC Meeting	<p><b>S119 Certificates</b></p> <p>Signature explained process. EC advised information isn't available on portal, Signature to update portal.</p>	Signature have marked this as complete on their Action Register (6 June)	N/A	Closed.
May 25 EC Meeting	<p><b>Garden Remediation</b></p> <p>EC requested Signature to obtain quotes for design options to remediate Burke St strip.</p>	In progress		As above (Agenda Item 3)

Request Date	Request	Details	EC Agreement	Details
May 25 EC Meeting	<p><b>Hot Water / Electricity</b></p> <p>Signature to follow up EC request of hot water provider to explore opportunities for reducing strata hot water costs.</p>	In progress	Signature confirmed rates have been reduced for relevant individual units. Awaiting guidance on common area rates from Signature, who continue to chase.	
May 25 EC Meeting	<p><b>Non-82W Gym Equipment</b></p> <p>Ab roller to be removed – Signature to follow uncollected goods process.</p> <p>Resident requested to supply stand-alone pull up bar in gym</p>	Ab roller to be removed, as coordinated by Signature.	EC agreed to proposal for resident to supply free standing pull-up bar in gym. EC to monitor usage – should risks surface de-installation may be required.	Ab roller removed closed
May 25 EC Meeting	<p><b>Power Leads in Garages</b></p> <p>Signature to request information from Bloc on whether power in garages is separately metered.</p>	Bloc confirmed all but one garage is on common power.	<p>EC noted the power supply in the garage is common power and not to be used for other purposes than garage door power.</p> <p>EC has agreed to seek Signature conceptually explore options for individual electricity meters.</p>	Signature provided update and quotes. EC noted costs were exorbitant and risks low, so elected not to proceed further.
May 25 EC Meeting	<p><b>Foyer Options</b></p> <p>Bike storage and furnishing enhancements in foyers discussed.</p> <p>CW to explore options for bike storage with a view to presenting options at next AGM</p>		EC working with Signature to develop option (s) to cost and put forward at AGM.	
May 25 EC Meeting	Lift entry bash guards	Quotes obtained \$3988.20 for 54 corners	EC approved quote to proceed with works.	Amended quote received. EC approved amended quote.  Closed

Request Date	Request	Details	EC Agreement	Details
20 May	Unit 222 Complaint - Paying double in administration fees since changing from Vantage to Signature - Is EC aware of these and has Signature outlined reasoning?		EC to reply to complainant direct.	EC replied to resident. Complete, closed.
22 July	3 New Bin required - \$720 per bin plus \$238 delivery (total)		EC endorsed the purchase of new bins	Complete, closed. Need to factor bin replacement into future budgets. Signature to request Point to explore causes of damage to bins to determine if there is preventative action that can be taken.
22 July	Central Waste Chute Fan Obstruction. Plastic bag lodged in the fan. Common issue. - Work order to Maritex recommended to inspect and repair.		EC approved for Maritex to inspect and repair	Complete, closed.
22 July	Bird Damage - ABS Facade to have gutter jump brackets installed based of engineering certificate		EC approved for the installation of jump brackets Signature confirmed these have now been installed.	Closed
22 July	Irrigation Penetration causing leaks above car space 106. Bloc have inspected and confirmed it isn't a defect issue - Signature recommending plumber inspect		EC endorsed plumber attend and inspect leaks  Venture Plumbing supplied quote for \$525 to fix the piping. EC approved.	Closed
22 July	Resident 606			

Request Date	Request	Details	EC Agreement	Details
	<ul style="list-style-type: none"> <li>- Install a pull up bar in the 82W gym; they would meet the cost</li> </ul>		EC provided in principle support, however approval is subject to receipt of quote and details on installation (where, by who, how it will be safe etc)	Closed.
22 July	<p>Resident 418</p> <ul style="list-style-type: none"> <li>- Arrangements to access split systems on the roof for servicing.</li> <li>- Organise a building wide service?</li> </ul>		EC sought Signature to organise a building wide option for residents.	Closed, complete.
22 July	<p>Urgent Garden maintenance</p> <ul style="list-style-type: none"> <li>- Vines are growing up wall in courtyard</li> <li>- Indoors Gardens need urgent maintenance</li> </ul>		EC approved Signature to arrange vines to be removed in courtyard	<p>Closed</p> <p>Vines removed around building</p>
22 July	Garden Rejuvenation – Burke and Wentworth grassed areas	Quote provided by signature.	EC requested further options to be sought by signature, including (e.g. good//best) option to propose to owners at next AGM – for both appealing and resilient ground cover and deterrence for vehicles parking on grounds.	As above (Agenda Item 3)
	Unit 505 Request to install outdoor blinds		EC approved, colour of metal to match surrounds on which they are installed.	Closed - complete

Request Date	Request	Details	EC Agreement	Details
	Lockbox removal cost recovery – unit 321	Signature asked EC if we sought to recover costs.	EC approved cost recovery.	Closed
7 Oct	G10 conduit paint repair	Signature to continue to follow up.	Ongoing	
7 Oct	Cracked lift tiles	Signature exploring costs for replacement tiles	EC noted and exploring cost for replacement	
7 Oct	Cracking of facade	Signature referred to Bloc who referred to Sellicks – Exit ramp		Ongoing
7 Oct	External Strike guards for PFS	Signature received to quotes.	EC approved PFS \$1120 quote for six 6 strike plates.	
7 Oct	Bin tub maintenance – annual servicing	Signature provided quote \$445	EC approved	

## 82W EXECUTIVE COMMITTEE

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Date: 12 August 2025

Time: 6:00 PM

### IN ATTENDANCE

Adam, Candice, Cathy, Jack

Signature - Rachel

### APOLOGIES

Camden, Nardia

### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
1	<p><b>Past Meeting / Resolutions</b></p> <ul style="list-style-type: none"><li>- Endorse June'25 Minutes</li><li>- Note out of meeting decisions<ul style="list-style-type: none"><li>o 3 new bins required<ul style="list-style-type: none"><li>▪ For – 5</li><li>▪ Against – 0</li></ul></li><li>o Central Waste Chute Fan Obstruction to have work order to Maritex to inspect and repair<ul style="list-style-type: none"><li>▪ For - 5</li><li>▪ Against - 0</li></ul></li><li>o Bird Damage - Engineering certificate received to install gutter jump brackets<ul style="list-style-type: none"><li>▪ For – 5</li><li>▪ Against – 0</li></ul></li></ul></li></ul>	N/A	

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<ul style="list-style-type: none"> <li>○ Irrigation Penetration causing leaks above 106 and plumber to attend to investigate               <ul style="list-style-type: none"> <li>▪ For - 5</li> <li>▪ Against - 0</li> </ul> </li> </ul>		
2	<b>Review and Prioritisation of Task List</b> Review Signature/PFS to-do list and provide EC update on each	See Appendix A for updates.	
3	<b>Open matters</b> <ul style="list-style-type: none"> <li>● Action Item Register Review</li> </ul>	Signature updated, EC acknowledged progress and advised signature to continue working through register.	
4	<b>Signature Update</b>	Nil updated, covered in other matters.	
5	<b>Review Finance Status Report</b>	Reviewed.	
6	<b>Review Building Managers Report</b>	Reviewed.	
<b>Any Other Business</b>	AGM tentatively scheduled 10 <sup>th</sup> December – via zoom.		

Meeting concluded at 7:59pm. Next meeting 7 October, 6pm .

## Appendix A

Request Date	Request	Details	EC Agreement	Details
12 Feb 25	Signature to arrange for full site door service to inspect, replace door closers, fix door alignments, and installation of strike plates	Quote Obtained from <b>PFS</b> \$800 + GST to perform a complete service and report on required next steps (if any)	EC approved quote to proceed with works. Signature advised to proceed with works.	
12 Feb 25	PFS to provide EC with quotes for pressure cleaning external tiles	Quotes Obtained <b>Maiden</b> \$495 for corner courtyard, 1320 for entire paved courtyard <b>IOFS</b> \$522.50 all rear tiles.	EC approved IOFS quote to proceed with works.	
12 Feb 25	Signature to provide EC with quote for CCTV / BM Office cooling system	Quote provided, \$8369. EC requested Signature to obtain 2 <sup>nd</sup> quote, and explore any alternatives to air conditioning.		
12 Feb 25	Signature to schedule building façade clean for FY25/26		Budgeted for. On hold until height safety system resolved.	
12 Feb 25	Signature to provide EC with quote for garbage chute servicing		On hold until budget position is stronger. Will look to incorporate into 2026 budget.	
8 May 25	Signature provided EC with quote for garden mulch - \$764.50. EC to advice how to proceed	Gardener sent quote for mulch, as they suggest we need it.	Item on hold until new gardening contract in place.	
24 June	Resident submitted complaint re: weights in gym, concerned about noise. Signature sought EC direction on how to proceed. Note OC liabilities in relation to gym equipment (DoC)	An inspection of the gym was carried out and there are only limited free weights left in the gym.	The EC noted that there are currently no restrictions on the use of weight in the gym. The EC resolved to monitor gym usage and request building management to install signage reminding residents to be mindful of noise and to avoid dropping weights. It was noted that no further action can reasonably be taken at this time beyond the	Closed

Request Date	Request	Details	EC Agreement	Details
			signage and ongoing monitoring.	
27 May	<p>Blind Installation Unit 608 – Bloc advised Bloc have advised:  <i>Any fixings into slab elements (regardless of depth) need to be scanned to ensure that no concrete reinforcement or services are present. Failure to do so can result in damage to the structural integrity of the slab.</i></p> <p><i>The fixing to the metal should be fine provided it is adequately drilled, primed/painted and does not interfere with any waterproofing or services that may be present.</i></p>	Signature have asked ‘The only issue appears to be the underside of the balcony roof. What are your thoughts?’	<p>EC reviewed the proposed installation and reviewed the block installation advice. EC endorses the installation pending it meets the following requirements:</p> <ul style="list-style-type: none"> <li>the blind meets the colour requirement of the rules – blind channelling to be bronze and not cream.</li> <li>Waterproofing of the steel interfere to give rise to waterproofing and other issues.</li> <li>Must be installed on the inside of the balcony railing</li> </ul>	Closed.
18 June	Unit 106 – Request to install new flooring		EC endorsed the installation of the new flooring.	Complete, closed.
26 May	Quotes to replace defective emergency lights received \$1232 (Maritex) & 360 \$1980		EC approved quote from Maritex to proceed with works.	Complete, closed.
22 May	Quotes for carpet cleaning received \$1980 IOFS \$990 Maiden Cleaning		EC approved quote from Maiden Cleaning to proceed with cleaning.	Complete, closed.
<b>Other Matters</b>				
May 25 EC Meeting	<b>Bird Damage</b> Insufficient height safety system installed to undertake bird damage	Gutter jump brackets certified.	Will prepare to include in budget proposal for 2026.	

Request Date	Request	Details	EC Agreement	Details
	<p>and façade cleaning works (not abseil)</p> <p>EC agreed to proceed with quote for exploring abseiling system options and certification</p> <p>EC agreed for Signature to indicate to ABS Facades that we commit to works in the Building's next financial year – which specific option to be advised at a later meeting</p> <p>Re: quote from Bloc to recover 'quoting' costs – EC resolved not to agree to payment including because of no authority to incur expenses provided by EC</p>			
May 25 EC Meeting	<p><b>S119 Certificates</b></p> <p>Signature explained process. EC advised information isn't available on portal, Signature to update portal.</p>	Signature have marked this as complete on their Action Register (6 June)	N/A	Closed.
May 25 EC Meeting	<p><b>Garden Remediation</b></p> <p>EC requested Signature to obtain quotes for design options to remediate Burke St strip.</p>	In progress		
May 25 EC Meeting	<p><b>Hot Water / Electricity</b></p> <p>Signature to follow up EC request of hot water provider to explore opportunities for reducing strata hot water costs.</p>	In progress	Signature confirmed rates have been reduced for individual units. Awaiting guidance on common area rates from Signature, who continue to chase.	

Request Date	Request	Details	EC Agreement	Details
May 25 EC Meeting	<p><b>Non-82W Gym Equipment</b></p> <p>Ab roller to be removed – Signature to follow uncollected goods process.</p> <p>Resident requested to supply stand-alone pull up bar in gym</p>	Ab roller to be removed, as coordinated by Signature.	EC agreed to proposal for resident to supply free standing pull-up bar in gym. EC to monitor usage – should risks surface de-installation may be required.	
May 25 EC Meeting	<p><b>Power Leads in Garages</b></p> <p>Signature to request information from Bloc on whether power in garages is separately metered.</p>	Bloc confirmed all but one garage is on common power.	<p>EC noted the power supply in the garage is common power and not to be used for other purposes than garage door power.</p> <p>EC has agreed to seek Signature conceptually explore options for individual electricity meters.</p>	Signature provided update and quotes. EC noted costs were exorbitant and risks low, so elected not to proceed further.
May 25 EC Meeting	<p><b>Foyer Options</b></p> <p>Bike storage and furnishing enhancements in foyers discussed.</p> <p>CW to explore options for bike storage with a view to presenting options at next AGM</p>		Carry forward	Carry forward.
May 25 EC Meeting	Lift entry bash guards	Quotes obtained \$3988.20 for 54 corners	EC approved quote to proceed with works.	Amended quote received. EC approved amended quote.
20 May	<p>Unit 222 Complaint</p> <ul style="list-style-type: none"> <li>- Paying double in administration fees since changing from Vantage to Signature</li> <li>- Is EC aware of these and has Signature outlined reasoning?</li> </ul>		EC to reply to complainant direct.	EC replied to resident. Complete, closed.
22 July	3 New Bin required		EC endorsed the purchase of new bins	Complete, closed. Need to factor bin replacement into future budgets. Signature to

Request Date	Request	Details	EC Agreement	Details
	<ul style="list-style-type: none"> <li>- \$720 per bin plus \$238 delivery (total)</li> </ul>			request Point to explore causes of damage to bins to determine if there is preventative action that can be taken.
22 July	<p>Central Waste Chute Fan Obstruction. Plastic bag lodged in the fan. Common issue.</p> <ul style="list-style-type: none"> <li>- Work order to Maritex recommended to inspect and repair.</li> </ul>		EC approved for Maritex to inspect and repair	Complete, closed.
22 July	<p>Bird Damage</p> <ul style="list-style-type: none"> <li>- ABS Facade to have gutter jump brackets installed based of engineering certificate</li> </ul>		EC approved for the installation of jump brackets	As above.
22 July	<p>Irrigation Penetration causing leaks above 106. Bloc have inspected and confirmed it isn't a defect issue</p> <ul style="list-style-type: none"> <li>- Signature recommending plumber inspect</li> </ul>		EC endorsed plumber attend and inspect leaks	Captured above in minutes.
22 July	<p>Resident 606</p> <ul style="list-style-type: none"> <li>- Install a pull up bar in the 82W gym; they would meet the cost</li> </ul>		EC provided in principle support, however approval is subject to receipt of quote and details on installation (where, by who, how it will be safe etc)	Captured above in gym item.

Request Date	Request	Details	EC Agreement	Details
22 July	<p>Resident 418</p> <ul style="list-style-type: none"> <li>- Arrangements to access split systems on the roof for servicing.</li> <li>- Organise a building wide service?</li> </ul>		EC sought Signature to organise a building wide option for residents.	<p>418 - Closed, complete.</p> <p>Quote for building wide servicing. EC approved, requested signature to organise opt-in servicing for residents.</p>
	<p>Urgent Garden maintenance</p> <ul style="list-style-type: none"> <li>- Vines are growing up wall in courtyard</li> <li>- Indoors Gardens need urgent maintenance</li> </ul>		EC approved Signature to arrange vines to be removed in courtyard	<p>Follow up on maintenance of indoor gardens</p> <p>EC requested signature to request proposals for interior lightwells, including real and fake plants – to be incorporated into garden rejuvenation item below.</p>
	Garden Rejuvenation – Burke and Wentworth grassed areas	Quote provided by signature.	EC requested further options to be sought by signature, including (e.g. good//best) option to propose to owners at next AGM – for both appealing and resilient ground cover and deterrence for vehicles parking on grounds.	
	Unit 505 Request to install outdoor blinds		EC approved, colour of metal to match surrounds on which they are installed.	
	Lockbox removal cost recovery – unit 321	Signature asked EC if we sought to recover costs.	EC approved cost recovery.	

# 82W EXECUTIVE COMMITTEE

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Date: 30 June 2025

Time: 6:00 PM

## IN ATTENDANCE

Adam, Camden, Candice (phone), Cathy, Jack, Nardia

## APOLOGIES

## MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
1	<b>Past Meeting / Resolutions</b> <ul style="list-style-type: none"><li>- Endorse May '25 Minutes</li><li>- Note out of meeting decisions<ul style="list-style-type: none"><li>o U313 Financial Hardship Application<ul style="list-style-type: none"><li>▪ For – 5</li><li>▪ Against – 0</li></ul></li><li>o Door Servicing<ul style="list-style-type: none"><li>▪ For – 4</li><li>▪ Against – 0</li></ul></li></ul></li></ul>	Agreed out of session EC to advise Signature to organise door servicing.	
2	<b>Review and Prioritisation of Task List</b> Review Signature/PFS to-do list and provide EC update on each	See Appendix A for updates.	
3	<b>Open matters</b> <ul style="list-style-type: none"><li>• Building Maintenance Plan</li><li>• U608 Alteration Request</li><li>• U106 Alteration Request</li><li>• Gym weights noise complaint</li><li>• Signature meeting attendance</li></ul>	EC reviewed and noted the maintenance plan. Alteration requests and gym noise complaint outlined in Appendix A. It was agreed that Signature to attend the August and October meetings.	

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
4	<b>Review Finance Status Report</b> <ul style="list-style-type: none"> <li></li> </ul>	The EC noted the Finance report, specifically querying the outstanding fees beyond 90 days.	
5	<b>Review Building Managers Report</b> <ul style="list-style-type: none"> <li></li> </ul>	<p>EC note the minor cracks in the render of the driveway facade – request Signature to get a quote to remediate.</p> <p>EC noted strike guards are missing on external doors – request Signature to get a quote for installation of strike guards.</p>	
<b>Any Other Business</b>		<p>Timely for the EC to get the facade of the premise inspected and if not compliant with the build code, request Signature to raise any non- compliance.</p> <p>Reach out to Signature regarding action.</p>	

Meeting concluded at 745pm. Next meeting 12 August.

## Appendix A

Request Date	Request	Details	EC Agreement	Details
12 Feb 25	Signature to arrange for full site door service to inspect, replace door closers, fix door alignments, and installation of strike plates	Quote Obtained from <b>PFS</b> \$800 + GST to perform a complete service and report on required next steps (if any)	EC approved quote to proceed with works	
12 Feb 25	PFS to provide EC with quotes for pressure cleaning external tiles	Quotes Obtained <b>Maiden</b> \$495 for corner courtyard, 1320 for entire paved courtyard <b>IOFS</b> \$522.50 all rear tiles.	EC approved IOFS quote to proceed with works	

Request Date	Request	Details	EC Agreement	Details
12 Feb 25	Signature to provide EC with quote for CCTV / BM Office cooling system		Signature to chase up quotes	
12 Feb 25	Signature to schedule building façade clean for FY25/26		On hold until height safety system resolved	
12 Feb 25	Signature to provide EC with quote for garbage chute servicing		On hold until budget position is stronger.	
8 May 25	Signature provided EC with quote for garden mulch - \$764.50. EC to advise how to proceed	Gardener sent quote for mulch, as they suggest we need it.	Item on hold until new gardening contract in place.	
24 June	Resident submitted complaint re: weights in gym, concerned about noise. Signature sought EC direction on how to proceed. Note OC liabilities in relation to gym equipment (DoC)	An inspection of the gym was carried out and there are only limited free weights left in the gym.	The EC noted that there are currently no restrictions on the use of weight in the gym. The EC resolved to monitor gym usage and request building management to install signage reminding residents to be mindful of noise and to avoid dropping weights. It was noted that no further action can reasonably be taken at this time beyond the signage and ongoing monitoring.	
27 May	Blind Installation Unit 608 – Bloc advised Bloc have advised: <i>Any fixings into slab elements (regardless of depth) need to be scanned to ensure that no concrete reinforcement or services are present. Failure to do so can result in damage</i>	Signature have asked 'The only issue appears to be the underside of the balcony roof. What are your thoughts?'	EC reviewed the proposed installation and reviewed the block installation advice. EC endorses the installation pending it meets the following requirements: <ul style="list-style-type: none"> <li>the blind meets the colour</li> </ul>	

Request Date	Request	Details	EC Agreement	Details
	<i>to the structural integrity of the slab. The fixing to the metal should be fine provided it is adequately drilled, primed/painted and does not interfere with any waterproofing or services that may be present.</i>		<p>requirement of the rules – blind channelling to be bronze and not cream.</p> <ul style="list-style-type: none"> <li>Waterproofing of the steel interfere to give rise to waterproofing and other issues.</li> <li>Must be installed on the inside of the balcony railing</li> </ul>	
18 June	Unit 106 – Request to install new flooring		EC endorsed the installation of the new flooring.	
26 May	Quotes to replace defective emergency lights received \$1232 (Maritex) & 360 \$1980		EC approved quote from Maritex to proceed with works.	
22 May	Quotes for carpet cleaning received \$1980 IOFS \$990 Maiden Cleaning		EC approved quote from Maiden Cleaning to proceed with cleaning.	
<b>Other Matters</b>				
May 25 EC Meeting	<p><b>Bird Damage</b></p> <p>Insufficient height safety system installed to undertake bird damage and façade cleaning works (not abseil)</p> <p>EC agreed to proceed with quote for exploring abseiling system options and certification</p> <p>EC agreed for Signature to indicate to ABS Facades that we commit to works in the</p>	<p>Active – ABS investigating if structural steel can be certified.</p> <p>EC and Signature action to refuse payment of invoice successful, Bloc withdrew request on 30 May.</p>		

Request Date	Request	Details	EC Agreement	Details
	<p>Building's next financial year – which specific option to be advised at a later meeting</p> <p>Re: quote from Bloc to recover 'quoting' costs – EC resolved not to agree to payment including because of no authority to incur expenses provided by EC</p>			
May 25 EC Meeting	<p><b>S119 Certificates</b></p> <p>Signature explained process. EC advised information isn't available on portal, Signature to update portal.</p>	Signature have marked this as complete on their Action Register (6 June)		
May 25 EC Meeting	<p><b>Garden Remediation</b></p> <p>EC requested Signature to obtain quotes for design options to remediate Burke St strip.</p>	In progress		
May 25 EC Meeting	<p><b>Hot Water</b></p> <p>Signature to follow up EC request of hot water provider to explore opportunities for reducing strata hot water costs.</p>	In progress		
May 25 EC Meeting	<p><b>Non-82W Gym Equipment</b></p> <p>Ab roller to be removed – Signature to follow uncollected goods process.</p>	Underway		
May 25 EC Meeting	<p><b>Power Leads in Garages</b></p> <p>Signature to request information from Bloc on whether power in</p>	Bloc confirmed all but one garage is on common power.	EC noted the power supply in the garage is common power and not to be used for other purposes than garage door power.	

Request Date	Request	Details	EC Agreement	Details
	garages is separately metered.		EC has agreed to seel Signature conceptually explore options for individual electricity meters.	
May 25 EC Meeting	<p><b>Foyer Options</b></p> <p>Bike storage and furnishing enhancements in foyers discussed.</p> <p>CW to explore options for bike storage with a view to presenting options at next AGM</p>		Carry forward	
May 25 EC Meeting	Lift entry bash guards	Quotes obtained \$3988.20 for 54 corners	EC approved quote to proceed with works.	
20 May	<p>Unit 222 Complaint</p> <ul style="list-style-type: none"> <li>- Paying double in administration fees since changing from Vantage to Signature</li> <li>- Is EC aware of these and has Signature outlined reasoning?</li> </ul>		EC to reply to complainant direct.	

82W EC out of session meeting – 22 July 2025

- 3 new bins required
  - \$720 per bin plus \$238 delivery (total)
  - **EC authorised purchase; to add to agenda for Aug meeting with Rachel + explore expansion for metal bins for next replacement.**
- Central Waste Chute Fan Obstruction. Plastic bag lodged in the fan. Common issue.
  - Work order to Maritex recommended to inspect and repair
  - **EC approved**
- Bird Damage
  - ABS Façade
  - Engineering certificate received to install gutter jump brackets
  - **EC approved**
- Irrigation Penetration causing leaks above 106. Bloc have inspected and confirmed it isn't a defect issue
  - Signature have asked for approval to organise plumber to attend and investigate

- **EC approved**
- Resident 606
  - Install a pull up bar in the 82W gym; they would meet the cost
  - **EC provided in principle support, however approval is subject to receipt of quote and details on installation (where, by who, how it will be safe etc)**
- Resident 418 (Di Hammond)
  - Arrangements to access split systems, Organise a building wide service?
    - **EC to ask Signature if they can organise a building wide service option for residents.**
  - Gardeners; vines growing up courtyard; indoor gardens a 'disgrace'
    - **EC to ask Signature to organise removal of vine (approval provided previously).**

# MEETING AGENDA & MINUTES

## 82W EXECUTIVE COMMITTEE

Date: 19 May 2025

Time: 6:00 PM

### IN ATTENDANCE

Jack, Cathy, Adam, Nardia, Candice, Camden, Rachel (Signature)

### APOLOGIES

### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<b>Elect EC Positions</b> <ul style="list-style-type: none"><li>- President</li><li>- Secretary</li></ul>	<ul style="list-style-type: none"><li>- Jack elected President</li><li>- Nadia and Adam to share Secretary role</li><li>- Signature confirmed as Treasurer</li></ul>	N/A
	<b>Past Minutes</b> <ul style="list-style-type: none"><li>- Endorse February '25 Minutes</li></ul>	<ul style="list-style-type: none"><li>- Minutes endorsed</li></ul>	N/A
1	<b>Review and Prioritisation of Task List</b> <ul style="list-style-type: none"><li>- Review Signature/PFS to-do list (Appendix A) and provide EC update on each</li></ul>	<ul style="list-style-type: none"><li>- See Appendix A.</li></ul>	
2	<b>Consider Other Resident-Raised Concerns</b> <ul style="list-style-type: none"><li>• Use of extension leads to divert strata-paid power in basement garages for personal use</li><li>• Bulk waste collection requests have been received</li><li>• Request to explore bike storage and furnishing options in foyer, including possible negative impacts</li><li>• Non-82W equipment in Gym</li><li>• S119 Certificates (NL)</li><li>• Burke Cres Garden Remediation</li><li>• Bird Damage</li></ul>	<b>Bird Damage</b> <ul style="list-style-type: none"><li>- Insufficient height safety system installed to undertake bird damage and façade cleaning works (not abseil)</li><li>- EC agreed to proceed with quote for exploring abseiling system options and certification</li><li>- EC agreed for Signature to indicate to ABS Facades that we commit to works in the Building's next financial year – which specific option to be advised at a later meeting</li></ul>	

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		<ul style="list-style-type: none"> <li>- Re: quote from Bloc to recover 'quoting' costs – EC resolved not to agree to payment including because of no authority to incur expenses provided by EC.</li> </ul> <p><b>Bulk Waste</b></p> <ul style="list-style-type: none"> <li>- EC approved Signature to go ahead with July bulk waste collection.</li> </ul> <p><b>S119 Certificates</b></p> <ul style="list-style-type: none"> <li>- Signature explained process. EC advised information isn't available on portal, Signature to update portal.</li> </ul> <p><b>Garden Remediation</b></p> <ul style="list-style-type: none"> <li>- EC requested Signature to obtain quotes for design options to remediate Burke St strip.</li> </ul> <p><b>Hot Water</b></p> <ul style="list-style-type: none"> <li>- Signature to follow up EC request of hot water provider to explore opportunities for reducing strata hot water costs.</li> </ul> <p><b>Non-82W Gym Equipment</b></p> <ul style="list-style-type: none"> <li>- Ab roller to be removed – Signature to follow uncollected goods process.</li> </ul> <p><b>Power Leads in Garages</b></p> <ul style="list-style-type: none"> <li>- Signature to request information from Bloc on whether power in garages is separately metered.</li> </ul> <p><b>Foyer Options</b></p> <ul style="list-style-type: none"> <li>- Bike storage and furnishing enhancements in foyers discussed.</li> <li>- CW to explore options for bike storage with a view to presenting options at next AGM</li> </ul>	
3	<p><b>Review Finance Status Report</b></p> <ul style="list-style-type: none"> <li>• Signature have advised fairly sizeable and sustained amount of levies in arrears</li> </ul>	<p><b>Arrears</b></p> <ul style="list-style-type: none"> <li>- Update provided, arrears has reduced since last report, but sizeable amount still outstanding</li> </ul>	

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		<ul style="list-style-type: none"> <li>- Signature to continue to issue reminders (1<sup>st</sup> reminder is free, subsequent are charged to resident)</li> </ul>	
4	<b>Review Building Managers Report</b>	<ul style="list-style-type: none"> <li>- Report noted.</li> </ul>	
<b>Any Other Business</b>	Nil		

Meeting concluded at 7:45pm. Next meeting 30 June 2025.

## Appendix A

Request Date	Request	Details	EC Agreement	Details
12-Feb-25	Signature to provide EC with scope of gardening services quotes to enable comparison / decision.	Does the EC want to change gardening services? Outscapes \$2450 p/m Beautiful Gardens \$1161.60 p/m, Territory Horticulture \$900 p/m (Recommended by SS). Current cost \$1390.51 per month	EC agreed to Territory Horticulture quote.	Signature
12 Feb 25	Signature to provide EC with quote for installation of rodent bait stations and quarterly replenishing		EC agreed to quote for Hart Pest Control	Signature
12 Feb 25	Signature to arrange for full site door service to inspect, replace door closers, fix door alignments, and installation of strike plates		Signature to follow up. Signature to also check if outstanding work order exists for corner bash guards at elevator entrances (EC had discussions with Vantage about this)	Signature
12 Feb 25	PFS to provide EC with quotes for pressure cleaning external tiles		Signature to follow up	Signature
12 Feb 25	Signature to provide EC with quote for CCTV / BM Office cooling system		Signature to chase up quotes	Signature
12 Feb 25	Signature to schedule building façade clean for FY25/26		On hold until height safety system resolved	
12 Feb 25	Signature to provide EC with quote for garbage chute servicing		On hold until budget position is stronger.	
12 Feb 25	Signature to provide EC with quote for replacement of bin wheels/castors	Quote provided 12 May  Replacement of castors on one waste skip: approx. \$600 + GST	EC resolved to accept quote to replace castors on all six waste skips.  Subject to confirming bins that require	Signature

Request Date	Request	Details	EC Agreement	Details
		Replacement of castors on all six waste skips: approx. \$2,400 + GST (works out to \$400 per skip if completed in one go)	replacement were not bins recently replaced, EC agreed to Signature purchasing bins that require replacement (Signature advised there were two to their knowledge).	
12 Feb 25	Signature to confirm cost recovery arrangements from residents where damage is caught on CCTV		Resolved.	N/A
12 Feb 25	Signature to procure mirror for basement 2 car park exit ramp near G09 carpark		EC requested signature to proceed with this work.	Signature
8 May 25	Signature provided EC with quote for garden mulch - \$764.50. EC to advice how to proceed	Gardener sent quote for mulch, as they suggest we need it.	Item on hold until new gardening contract in place.	N/A
19 May 25	Storage box near outdoor bike rack not removed		Signature requested to follow up removal process for storage box	Signature

# MEETING MINUTES

## 82W EXECUTIVE COMMITTEE

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Date: 18 December 2024

Time: 5:36 PM

### IN ATTENDANCE

Gary H, Jack, Cathy, Adam, Nardia, Candice, Calli (Signature), Rachel (Signature),

### APOLOGIES

Gary B

### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
N/A	Brief introduction provided by Signature Strata team		
N/A	Previous Minutes Cleared	- Outstanding Actions transferred to Signature Strata	
1	<b>Endorse out of meeting approvals</b>	- Committee endorsed out-of-session, prior to meeting, Insurance Renewal, Taylr Renewal, U309 and u206 alterations renewals, and Energy Trade Embedded Network Renewal	
2	<b>Confirm Financials</b> <ul style="list-style-type: none"><li>- Signature confirmed financial summary report will be provided on a monthly basis, summary report for November 2024 provided to EC prior to meeting</li></ul>		

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<ul style="list-style-type: none"> <li>- Signature confirmed they will perform the role of Strata Treasurer</li> </ul>		
3	<p><b>Bird Damage / Façade</b></p> <ul style="list-style-type: none"> <li>- Discussion held on email correspondence from Vantage Strata concerning need to rectify bird damage to sealing across the exterior building</li> <li>- Committee discussed nature of issue as a potential design fault; Bloc confirmed they built the building in compliance with all relevant design standards</li> <li>- Quote received for repair of \$117,200, including a component for Bloc project management</li> <li>- Committee confirmed repairs would need to include solution to avoid this occurring again in the future</li> <li>- Committee discussed financing options; Signature advised we could establish a special purpose fund with contributions made via a special levy, or raise through higher sinking fund contributions in next budget, and also discussed options for paying in instalments (require negotiation / agreement with Bloc/Contractor)</li> <li>- Discussion held on appropriate date for AGM as funding the repairs will require an OC motion</li> <li>- Committee sought clarification on whether damage is covered under insurance. Signature confirmed the issue is not covered by Insurance</li> </ul>	<ul style="list-style-type: none"> <li>- Committee to draft letter to Vantage informing them of the Committee's view that their delay in informing the Committee of this issue has further contributed to the cost of repair, there is an element of negligence, and seeking a contribution to the costs</li> <li>- Signature working with Bloc to secure an additional quote for repair</li> <li>- Committee resolved to request Bloc to provide further details on why their design is fit for purpose, and further enter into negotiations with Bloc to reduce repair costs, with a formal request for them not to charge their project management fees, including because this is a known issue in Kingston in other buildings</li> </ul>	<p>AO</p> <p>Signature</p> <p>Signature</p>
4	<p><b>Strata &amp; Building Management Updates</b></p> <ul style="list-style-type: none"> <li>- Vantage issued work order for CCTV installation</li> <li>- Signature confirmed the Committee will receive a monthly Building Manager's report</li> <li>- Signature updated Committee on new Section 119 Tenant Certificate requirements</li> </ul>	<ul style="list-style-type: none"> <li>- Signature to follow up on status / timing for CCTV installation</li> <li>- Signature asked to send reminder to residents on use of bin chutes (i.e. not to throw trees, cardboard etc. down the chutes), and make available the building manager to open up the bin rooms around Christmas)</li> </ul>	<p>Signature</p>

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<ul style="list-style-type: none"> <li>- Signature proposed alternative insurance broker arrangements for 2025 renewal</li> <li>- Committee discussed obtaining quotes for gardeners and Burke Cres and internal courtyard lawn renewals/rejuvenation</li> <li>- Committee discussed building and window clean – timing TBC possibly to occur in combination with bird damage rectification for value for money</li> <li>- Committee confirmed arrangement for approvals for changes to building lock (code solution)</li> <li>- Committee requested Signature to clarify levy schedule for all owners (e.g. Levy 1 of 4 for year etc) – Signature confirmed due dates are confirmed at AGM</li> </ul>	<ul style="list-style-type: none"> <li>- Signature asked to send reminder about requirement in rules for all residents to not permit smoke drift and this applies to all residents</li> <li>- Signature asked to send reminder about use of visitor car parking spaces</li> <li>- Signature to remind owners about ban on putting for sale/for lease signs on premises</li> <li>- Committee endorsed moving to A J Gallagher insurance broker for 2025 renewal</li> <li>- Signature to obtain quotes for gardening, and for courtyard/Burke Cres rejuvenation</li> <li>- Committee accepted quote for gym equipment maintenance</li> <li>- Signature to obtain quote for building and window clean / spider spraying</li> </ul>	
5	<p><b>2025 Budget / AGM</b></p> <ul style="list-style-type: none"> <li>- Signature preparing draft 2025 budget in anticipation of next AGM, and will submit draft to Committee for review</li> <li>-</li> </ul>	<ul style="list-style-type: none"> <li>- Committee agreed to identifying a February 2025 date for AGM, subject to receipt of quotes requiring approval being obtained in time</li> <li>- Committee also agreed to in-principle December 2025 AGM (to align with ordinary schedule)</li> </ul>	
Any Other Business	<ul style="list-style-type: none"> <li>• Nil</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	

Meeting concluded at 6:41pm. Next meeting TBC.

# MEETING MINUTES

## 82W EXECUTIVE COMMITTEE

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Date: 10 October 2024

Time: 6:45 PM

### IN ATTENDANCE

Jack, Cathy, Adam, Nardia, Gary H

### APOLOGIES

Gary B, Candice

### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
N/A	<b>Previous minutes accepted</b>	Nil <ul style="list-style-type: none"><li>- Distribute, upload Minutes to BuildingLink</li></ul>	VS
N/A	<b>Actions Outstanding</b>	<ul style="list-style-type: none"><li>- Provide update on actions outstanding to EC via email</li></ul>	VS
1	<b>Out of meeting approvals</b> <ul style="list-style-type: none"><li>- EC provided out of session approvals for inlet water filter replacement and fire batteries.</li></ul>	Nil	N/A
2	<b>Financials</b> <ul style="list-style-type: none"><li>- Budget appears to have insufficient contingency to meet actual expenses, for e.g. installation of building cleaning facilities and full building clean (\$30,000), garden / lawn rejuvenation, steel bins wheel replacement</li></ul>	<ul style="list-style-type: none"><li>- Work with Strata Manager to re-set budget</li></ul>	EC
3	<b>Strata/Building Management Update Items</b> <ul style="list-style-type: none"><li>- Committee noted no monthly report has been provided by Strata since July</li></ul>	<ul style="list-style-type: none"><li>- Confirm whether notice has been provide to G10 re: unauthorized installation of conduit, and advise whether EC needs to authorize</li></ul>	VS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<ul style="list-style-type: none"> <li>- Discussed state of garden and lawn, will carry forward to a future meeting.</li> </ul>	<ul style="list-style-type: none"> <li>the work and on-charge unit owner</li> <li>- EC approved quote for protective edging for lift entrance walls</li> <li>- EC approved quote for waste room clean</li> </ul>	
4	<b>Strata/Building Management Transition</b>	<ul style="list-style-type: none"> <li>- Time permitting, develop a communication poster in advance of upcoming EGM to share EC recommendation to change Strata, and share on building notice boards</li> </ul>	EC
<b>Any Other Business</b>	<ul style="list-style-type: none"> <li>• Taylr have requested a meeting</li> </ul>	<ul style="list-style-type: none"> <li>• EC agreed to meet with Taylr.</li> </ul>	N/A

Meeting concluded at 7:58pm. Next meeting TBC.

# MEETING MINUTES

## 82W EXECUTIVE COMMITTEE

Date: 15<sup>th</sup> July 2024

Time: 6:45 PM

### IN ATTENDANCE

Jack, Cathy, Adam, Nardia.

### APOLOGIES

Gary H, Candice, Gary B.

### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
N/A	Previous minutes accepted	Nil <ul style="list-style-type: none"><li>Upload Minutes to BuildingLink</li></ul>	VS
N/A	<b>Actions Outstanding</b>		
	G10 – unauthorised installation of conduit and repair of damage in building facade	Explore if notice requirements have been met for conduit/façade repair; if not, VS to provide notice to owners to remove and repair, as precursor to EC authorizing the work and on-charging the unit owner	VS
	Quote for vent replacement – car park garage	Share quote for replacement with EC, and confirm whether this is an OC or Unit Owner cost	VS
	Discussed quote for detailed building clean	Present multiple quotes for detailed building clean, once received, to EC	VS
	<ul style="list-style-type: none"><li>BM confirmed fire door strike shields had been restored. Discussed damage to fire door, with BM recommendation to replace (door near laneway)</li></ul>	Obtain quotes for fire door replacement, and discuss with Bloc whether they will meet this cost	VS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	Protective edging for walls near lift discussed, BM had sent out for a quote	<ul style="list-style-type: none"> <li>Quote(s) for corner protection near lifts to be shared with EC / obtained (including for lower height/cheaper options)</li> <li>BM to complete some patchwork repairs in meantime</li> </ul>	VS
	Discussed unit with cardboard installed in windows / inappropriate furnishings	Reach out to owners	VS
<b>Item 1</b>	<b>Endorse out of meeting approvals</b> N/A	N/A	N/A
<b>Item 2</b>	<b>Confirm financials</b> Report received, no concerns reported	Query following entries with VS <ul style="list-style-type: none"> <li>Consumables \$3,341 (what is this not in the budget / what is FY prediction)</li> <li>Lifts – Maint. Contract (why no budget)</li> <li>Lifts -Repairs and Maint (why overspent)</li> <li>Parcel Locker (why not budgeted for)</li> <li>Reports – Consultants – is this defects report?</li> </ul>	N/A
<b>Item 3</b>	<b>Strata/Building Management Update</b> <ul style="list-style-type: none"> <li>Building Manager Report</li> </ul>	<ul style="list-style-type: none"> <li>Rec 1 – why do the bin room doors need servicing this early?</li> <li>Rec 2 – ok to offer garage owners option of self-funding maintenance if servicing goes ahead</li> <li>Rec 3 &amp; 4 – to be considered at a later meeting</li> <li>Rec 5 – CCTV motion to be put to EGM</li> </ul>	VS
	<ul style="list-style-type: none"> <li>Plumbing Defects Report</li> </ul>	<ul style="list-style-type: none"> <li>Obtain quotes for gas hot water filter replacement (item 4)</li> </ul>	VS
<b>Item 4</b>	<b>Defects Report</b> <ul style="list-style-type: none"> <li>Plumbing Defects Report Received</li> <li>Building Defects Report Received; Committee indicated</li> </ul>	<ul style="list-style-type: none"> <li>Once BM is satisfied, please share defects reports with Bloc</li> </ul>	VS
<b>Item 5</b>	<b>Gym Usage Hours / Disturbances</b> <ul style="list-style-type: none"> <li>Discussion held on unauthorized equipment; including risk borne by OC for its use/consequences of use</li> <li>Postponed to next meeting</li> </ul>	<ul style="list-style-type: none"> <li>EC notes risk of 2 x unauthorised equipment in Gym</li> <li>BM to put a note on unauthorized equipment,</li> </ul>	N/A

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		indicating under Uncollected Goods Act 1996 it needs to be moved, otherwise it will be removed by the EC, also send this note out via email to all residents <ul style="list-style-type: none"> <li>• BM to share access data to gym for last 12 months to understand access time patterns</li> </ul>	
<b>Item 6</b>	<b>Strata &amp; Building Management Proposals</b> <ul style="list-style-type: none"> <li>• EC identified shortlist.</li> </ul>	<ul style="list-style-type: none"> <li>• Obtain referee checks to confirm shortlist.</li> </ul>	JT
<b>Any Other Business</b>	<ul style="list-style-type: none"> <li>• Nil</li> </ul>	<ul style="list-style-type: none"> <li>• Nil</li> </ul>	N/A

Meeting concluded at 7:52pm. Next meeting TBC.

# MEETING MINUTES

## 82W EXECUTIVE COMMITTEE

Date: 24<sup>th</sup> June 2024

Time: 6:30 PM

### IN ATTENDANCE

Jack, Cathy, Adam, Gary B, Nardia, Deanna and Matthew (Vantage)

### APOLOGIES

Gary H, Candice.

### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
N/A	Previous minutes accepted	Nil	N/A
N/A	<b>Actions Outstanding</b> <ul style="list-style-type: none"><li>VS bulky waste collection schedule – September confirmed (26<sup>th</sup>)</li><li>Fire update</li></ul>	<ul style="list-style-type: none"><li>Distribute communication and form to owners</li><li>Building manager to investigate isolated common fault with 360</li></ul>	VS
Item 1	<b>Endorse out of meeting approvals</b> N/A	N/A	N/A
Item 2	<b>Confirm financials</b> Report received, no concerns reported	N/A	N/A
Item 3	<b>Strata/Building Management Update</b> <ul style="list-style-type: none"><li>While bin chute blockages have reduced, there are still instances of blockages, primarily from cardboard boxes not being cut down appropriately.</li></ul>	<ul style="list-style-type: none"><li>VS to speak with InsideOut about charges for rubbish chute blockage clearance, including options for a refund</li></ul>	<ul style="list-style-type: none"><li>VS</li></ul>

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	<ul style="list-style-type: none"> <li>Communication has gone out to residents to arrange access to waste rooms by contacting BM</li> </ul>		
	<ul style="list-style-type: none"> <li>EC approved \$150 to arrange for damaged bin collection</li> </ul>	<ul style="list-style-type: none"> <li>Arrange collection of damaged bins</li> </ul>	VS
	<ul style="list-style-type: none"> <li>BM has adjusted irrigation timing, and will work with gardeners to remove dead silver birch trees in courtyard</li> </ul>	<ul style="list-style-type: none"> <li>BM to explore options to replant where pipe repair was completed on corner Burke and Wentworth</li> <li>BM to share quotes to replace silver birches with EC</li> </ul>	VS
	<ul style="list-style-type: none"> <li>G10 – unauthorised installation of conduit and repair of damage in building facade</li> </ul>	<ul style="list-style-type: none"> <li>Explore if notice requirements have been met for conduit/façade repair; if not, VS to provide notice to owners to remove and repair, as precursor to EC authorizing the work and on-charging the unit owner</li> </ul>	VS
	<ul style="list-style-type: none"> <li>Quote for vent replacement – car park garage</li> </ul>	<ul style="list-style-type: none"> <li>Share quote for replacement with EC, and confirm whether this is an OC or Unit Owner cost</li> </ul>	VS
	<ul style="list-style-type: none"> <li>Lawn rejuvenation options for front lawn briefly discussed, including options with bark/native grasses</li> </ul>	<ul style="list-style-type: none"> <li>Proposal to be shared with EC with options for front lawn rejuvenation, Cath will send BM some photos to include in ideas</li> </ul>	VS
	<ul style="list-style-type: none"> <li>BM did internal lightwell / atrium clean out, and got advice from cleaner on how to strengthen plants</li> </ul>	<ul style="list-style-type: none"> <li>Share pricing for recommendations with EC</li> </ul>	VS
	<ul style="list-style-type: none"> <li>Discussed quote for detailed building clean</li> </ul>	<ul style="list-style-type: none"> <li>Present multiple quotes for detailed building clean, once received, to EC</li> </ul>	VS
	<ul style="list-style-type: none"> <li>BM confirmed fire door strike shields had been restored</li> <li>Discussed damage to fire door, with BM recommendation to replace (door near laneway)</li> </ul>	<ul style="list-style-type: none"> <li>Obtain quotes for fire door replacement, and discuss with Bloc whether they will meet this cost</li> </ul>	VS
	<ul style="list-style-type: none"> <li>Crumbling manhole cover</li> </ul>	<ul style="list-style-type: none"> <li>VS suggested EC members submit additional FixMyStreet to expedite replacement</li> </ul>	EC members
	<ul style="list-style-type: none"> <li>Noticeboard quotes received. EC approved expenditure for A4 clip purchase and installation in/near lifts</li> </ul>	<ul style="list-style-type: none"> <li>Explore options for noticeboard purchase</li> </ul>	VS
	<ul style="list-style-type: none"> <li>Plumbing defects briefly shared with EC</li> </ul>	<ul style="list-style-type: none"> <li>Collate additional information and share next steps on plumbing defects (including</li> </ul>	VS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
		options to secure repair by Bloc with EC	
	<ul style="list-style-type: none"> <li>Protective edging for walls near lift discussed, BM had sent out for a quote</li> </ul>	<ul style="list-style-type: none"> <li>Quote(s) for corner protection near lifts to be shared with EC / obtained (including for lower height/cheaper options)</li> <li>BM to complete some patchwork repairs in meantime</li> </ul>	VS
	<ul style="list-style-type: none"> <li>Discussed repeat use of visitor spots by residents</li> </ul>	<ul style="list-style-type: none"> <li>Continue to monitor, consider at subsequent meeting whether infringements should be explored</li> <li>AO to write to VS on process for moving 306 car parks out of visitor park surrounds</li> </ul>	VS
	<ul style="list-style-type: none"> <li>Discussed motorbike (s96-800) numberplate that has been parked, and visitor gathering dust in visitor parking</li> </ul>	<ul style="list-style-type: none"> <li>Place notes on motorbike and car, and explore whether vehicle is registered to try and obtain owner</li> </ul>	VS
	<ul style="list-style-type: none"> <li>Discussed unit with cardboard installed in windows / inappropriate furnishings</li> </ul>	<ul style="list-style-type: none"> <li>Reach out to owners</li> </ul>	VS
<b>Item 4</b>	<b>Defects Report</b> <ul style="list-style-type: none"> <li>Defects investigation to be carried out onsite on 26<sup>th</sup> (Peak)</li> </ul>	<ul style="list-style-type: none"> <li>Report to be shared with EC following completion</li> <li>BM to confirm time Peak will attend on site, with Cathy West to accompany</li> </ul>	VS
<b>Item 5</b>	<b>Security Cameras &amp; Power Back Ups</b> <ul style="list-style-type: none"> <li>Confirmed preferred quote from SI Tech (option 4) to be put to OC at EGM</li> </ul>	<ul style="list-style-type: none"> <li>AO to submit a request for manual override to car park exit door in the event of a power outage</li> </ul>	AO
<b>Item 6</b>	<b>Strata &amp; Building Management Proposals</b> <ul style="list-style-type: none"> <li>4 quotes obtained; EC discussed proposals</li> </ul>	<ul style="list-style-type: none"> <li>EC confirmed next steps (<i>not noted in minutes to preserve confidentiality and probity of process</i>)</li> </ul>	N/A
<b>Any Other Business</b>	<ul style="list-style-type: none"> <li>BM raised concern regarding lights being out, as a switch has been isolated; and strip lighting is out near parcel lockers.</li> </ul>	<ul style="list-style-type: none"> <li>AO to capture photo of known lights out</li> <li>BM to explore options with electrician to repair light strip near parcel lockers</li> </ul>	AO/BM

Meeting concluded at 8:25pm. Next meeting scheduled for 15<sup>th</sup> July at 6:30pm

# MEETING MINUTES

## 82W EXECUTIVE COMMITTEE

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Date: 13<sup>th</sup> May 2024

Time: 6:30 PM

### IN ATTENDANCE

Gary H, Gary B, Jack, Cathy, Candice, Nardia, Adam, Kyle (Vantage)

### APOLOGIES

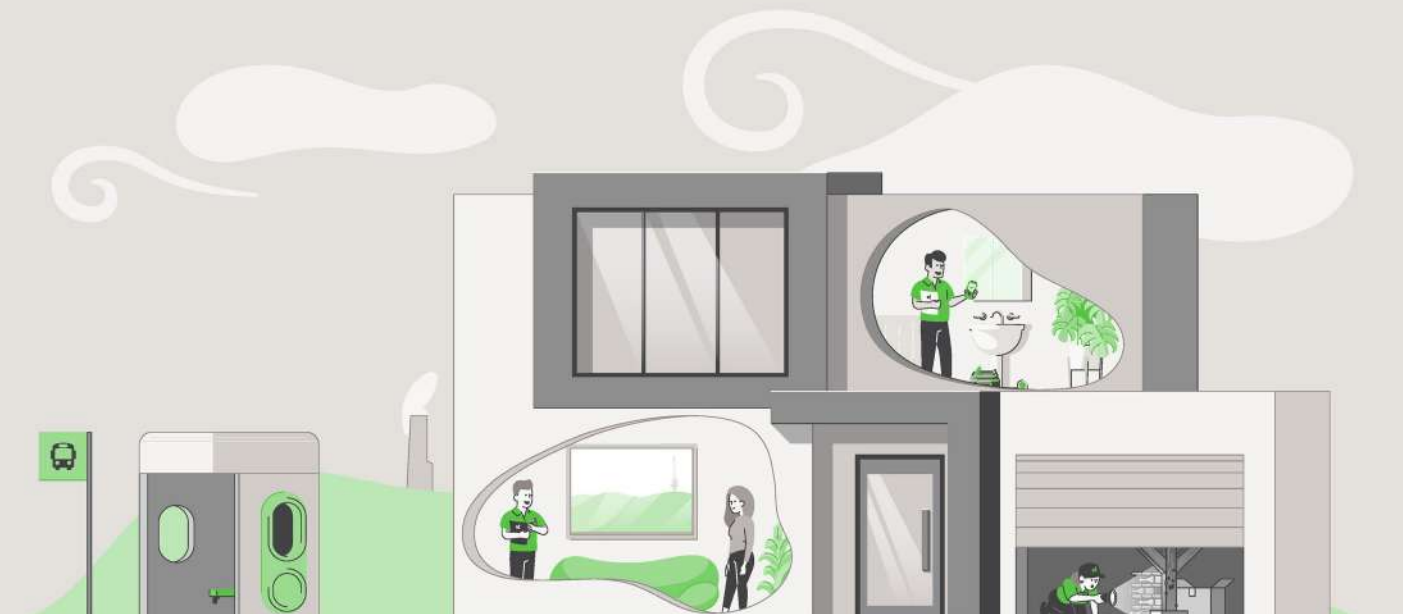
### MEETING BUSINESS

Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
N/A	Previous minutes accepted	Nil	N/A
N/A	Actions Outstanding discussed and acquitted, save for any actions – see right.	Bulky waste collection to be scheduled.	VS
	VS confirmed work orders issues for installation of bollard and convex mirrors.	Quotes required for purchase and installation of Notice Board.	VS
	Confirmed approval for installation of strike plates.	Installation of Bollard authorized, to be actioned.	VS
Item 1	<b>Spa Issue – G10</b> VS confirmed G10 has made arrangements to remove spa and rectify damage to façade.	Follow up G10 on de-installation of spa by 26 <sup>th</sup> May.	VS
Item 2	<b>Security Cameras</b> Comparative assessment prepared by VS discussed by Committee.	Approve SI Tech, on the condition we request a quote for the inclusion of an UPS. If the quote is	VS

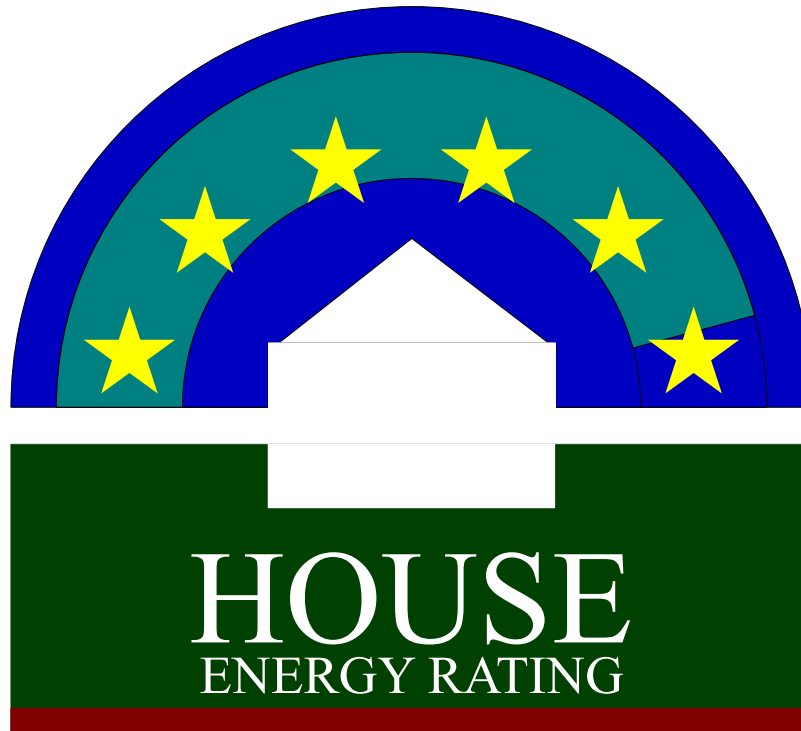
Item No.	Discussion	Actions (If Applicable)	Owner (If Applicable)
	Committee agreed to hold General Meeting in combination with recommendation on appointment of Strata and Building Manager.	less than AI Tech in total, proceed. Otherwise proceed with AI Tech.	
<b>Item 3</b>	<b>Bulk Waste Disposal</b> Committee supported VS proceeding with organizing Bulk Waste Disposal.	N/A.	N/A
<b>Item 4</b>	<b>Garden Issues</b> Committee discussed options for securing professional advice on garden management, including options to replacing dead trees in inner courtyard, and improving Burke Cres lawn – Revisit post winter.	Revisit options for garden improvement at first meeting past winter / CCTV/Strata general meeting.	Chair
<b>Item 5</b>	<b>Gym Usage Survey</b> Committee discussed options for surfacing resident's views about minimizing noise impact of gym, while respecting resident's reasonable access to gym. Included exploring options to better understand access patterns.	Committee will continue to explore options, and revisit option for survey at next meeting.	Chair
<b>Item 6</b>	<b>Work Orders</b> Committee discussed broken shower glass and resolved matter.		
<b>Any Other Business</b>	Discussed requests made to <a href="mailto:82Wexecutive@gmail.com">82Wexecutive@gmail.com</a>	Remind owners of when alterations and erections forms are required, and that these are to be submitted to VS, not <a href="mailto:82executive@gmail.com">82executive@gmail.com</a>	VS
	Discussed fire alarm event of prior weekend	Secure report on cause of fire call out and report back to EC	VS

Next meeting scheduled for 24<sup>th</sup> June, 630pm.

# Energy Efficiency Report

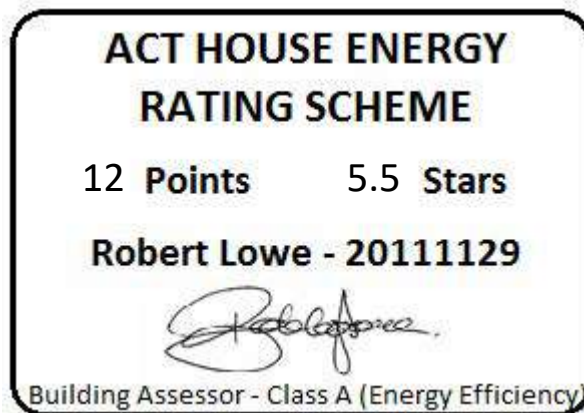


# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆ **5.5 STARS**  
in Climate: 24 **SCORE: 12 POINTS**

**Name:** Reynolds **Ref No:** 69540  
**House Title:** Unit 130 Block 6 Section 14 KINGSTON **Date:** 14-04-2026  
**Address:** 608/82 Wentworth Ave, Kingston ACT 2604



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	12											
Potential	18											

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

5

## ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

<b>Current Rating</b>	12	★★★★★☆
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Largest windows in the dwelling;

**Direction : South East**

**Area : 25 m<sup>2</sup>**

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	12	★★★★★☆
2. South	10	★★★★★
3. South West	13	★★★★★☆
4. West	25	★★★★★★
5. North West	39	★★★★★★
6. North	36	★★★★★★
7. North East	25	★★★★★★
8. East	16	★★★★★☆

<b>FirstRate Mode</b>
<b>Climate: 24</b>

**RATING SUMMARY for: Unit 130 Block 6 Section 14 KINGSTON, 608/82 Wentworth Ave, Kingston ACT 2604,**

Assessor's Name:

Net Conditioned Floor Area: 126.0 m<sup>2</sup>

Feature		Points				
		Winter	Summer	Total		
<b>CEILING</b>		<b>8</b>	<b>0</b>	<b>8</b>		
Surface Area:	0	Insulation:	8			
<b>WALL</b>		<b>10</b>	<b>-1</b>	<b>9</b>		
Surface Area:	4	Insulation:	5	Mass:		
				0		
<b>FLOOR</b>		<b>21</b>	<b>-5</b>	<b>16</b>		
Surface Area:	17	Insulation:	-4	Mass:		
				3		
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>		<b>8</b>	<b>0</b>	<b>8</b>		
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	42 %			
Exhaust Fans	35 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	23 %			
<b>DESIGN FEATURES</b>		<b>0</b>	<b>1</b>	<b>1</b>		
Cross Ventilation	1					
<b>ROOF GLAZING</b>		<b>0</b>	<b>0</b>	<b>0</b>		
Winter Gain	0			Winter Loss		
				0		
<b>WINDOWS</b>		<b>-28</b>	<b>-11</b>	<b>-39</b>		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>SE</b>	25	20%	-29	13	-5	-20
<b>SW</b>	19	15%	-23	11	-6	-18
<b>Total</b>	44	35%	-51	24	-11	-39

\* 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 3 points

		Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ☆	<b>18</b>	<b>-15</b>	<b>12*</b>
<b>SCORE</b>				

\* includes 9 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Reynolds  
HouseTitle Unit 130 Block 6 Section 14 KINGSTON  
StreetAddress 608/82 Wentworth Ave, Kingston ACT 2604  
FileCreated 14-04-2026

## Climate Details

State  
Town  
Postcode 0  
Zone 24

## Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	42.0m <sup>2</sup>
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	20.0m <sup>2</sup>
3	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	68.0m <sup>2</sup>

## Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Framed: Metal Clad	No	R2.0	16.6m	2.6m
2	Concrete 150mm Ext	No	R2.0	12.9m	2.6m
3	Framed: FC Sheet Clad	Yes	R0.0	15.5m	2.6m
4	Framed: FC Sheet Clad	Yes	R0.0	17.3m	2.6m

## Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Flat - Framed	No	Yes	R5.0	130.0m <sup>2</sup>

## Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed &amp; Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	SE	2.5m	2.2m	No	DG	ALIMPR	OW	No	4.0m	4.0m	0.0m
2	SW	2.5m	2.2m	No	DG	ALIMPR	OW	No	0.0m	0.0m	0.0m
3	SE	2.5m	3.4m	No	DG	ALIMPR	OW	No	0.0m	0.0m	0.0m
4	SW	2.5m	4.5m	No	DG	ALIMPR	OW	No	1.5m	1.5m	0.0m
5	SE	2.5m	2.3m	No	DG	ALIMPR	HB	No	2.5m	2.5m	0.0m
6	SW	2.5m	1.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
7	SE	2.5m	1.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
8	SE	2.5m	1.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m

## Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	SE	2.5m	2.2m	0.0m	0.0m	0.0m	0.0m	4.0m	0.0m	0.0m	0.0m
2	SW	2.5m	2.2m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	4.0m	0.0m
3	SE	2.5m	3.4m	0.0m	0.0m	0.0m	0.0m	3.0m	0.0m	0.0m	0.0m
4	SW	2.5m	4.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.0m	0.0m
5	SE	2.5m	2.3m	0.0m	0.0m	0.0m	0.0m	5.0m	0.0m	0.0m	0.0m

## Zoning Details

Is there Cross Flow Ventilation ? Good

## 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 <sup>2</sup>
Area of Lightweight Mass	0m <sup>2</sup>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	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



## **TO WHOM THIS MAY CONCERN**

9<sup>th</sup> March 2026

### **Certificate of Currency**

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

**TYPE OF INSURANCE:** Professional Indemnity Insurance

**INSURED:** ACT Property Inspections Pty Ltd.

**ADDRESS OF INSURED:** Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

**POLICY NUMBER:** B0507OE2600060

**PERIOD:** From: 30<sup>th</sup> March 2026 to: 30<sup>th</sup> March 2027  
At 4pm Local Standard Time at the Principal Address of the Insured.

**LIMIT OF LIABILITY:** AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

**INSURERS:** 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power  
**Executive Director**



**ACT  
PROPERTY  
INSPECTIONS**

# TAX INVOICE

Alison Reynolds & Christopher Reynolds  
608/82 Wentworth Ave  
KINGSTON ACT 2604  
AUSTRALIA

**Invoice Date**  
10 Apr 2026

**Invoice Number**  
INV-69540

**Reference**  
608/82 Wentworth Ave,  
Kingston ACT 2604, Australia

**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
			<b>TOTAL AUD</b>	<b>425.00</b>

**Due Date: 21 Apr 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](#)



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