

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

Land	The unexpired term of the Lease	Unit 409	UP No. 4691	Block 1	Section 133	Division/District Campbell
	and known as 409/59 Constitution Avenue, Campbell ACT 2612					
Seller	Full name	Anthony John Papworth				
	ACN/ABN					
	Address	409/59 Constitution Avenue, Campbell ACT 2612				
Seller Solicitor	Firm	Colquhoun Murphy				
	Email	andy@colquhounmurphy.com				
	Phone	02 6248 0499	Ref: Andy Colquhoun			
	DX/Address	GPO Box 169, Canberra ACT 2601				
Stakeholder	Name	Hive Property Canberract) Pty Ltd				
Seller Agent	Firm	Hive Property Canberra				
	Email	samanthal@hiveproperty.co				
	Phone	0402 507 902	Ref: Samantha Linsdell			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	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				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date hereof.						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax	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)	
Foreign Resident Withholding Tax	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.

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

Co-Ownership	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.

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	NIL% 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	Vantage Strata Pty Ltd	Phone	02 6171 9700
Address	Level 4, 23 Challis Street, Dickson ACT 2602		

SPECIAL CONDITIONS

54. INTERPRETATION

54.1 Definitions

In this Contract, the following expressions have the following meanings:

- (a) **ACT** means the Australian Capital Territory;
- (b) **Asbestos** has the meaning ascribed to that term in the *Dangerous Substances Act 2004* (ACT);
- (c) **Auction Conditions** means the auction conditions contained in this Contract (if any);
- (d) **Authority** means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility, and includes the Directorate;
- (e) **Bond** means either:
 - (i) a deposit bond issued to the Seller at the request of the Buyer; or
 - (ii) a bank guarantee issued by a bank operating in Australia;
with the issuer, expiry date (if any) and amount approved by the Seller;
- (f) **Contaminated** has the meaning ascribed to that term in the *Environment Protection Act 1997* (ACT);
- (g) **Corporation** has the meaning ascribed to that term in section 57A of the *Corporations Act 2001* (Cth);
- (h) **Director** means all of the directors of the Buyer (if any) together, and each of them individually;
- (i) **Director's Guarantee** means the guarantee given by the Directors of the Buyer in the form annexed to this Contract as Annexure A;
- (j) **Directorate** means the Environment, Planning and Sustainable Development Directorate of the Australian Capital Territory;
- (k) **Foreign Person** has the meaning ascribed to that term under the *Foreign Acquisitions and Takeovers Act 1975* (Cth)
- (l) **Guarantors** means the Directors of the Buyer where the Buyer is a Corporation;
- (m) **Insolvency Event** means:
 - (i) if the Buyer is an individual or a group of individuals, any one or more of the following:
 - (A) the commission by the Buyer of an act of bankruptcy as defined by any Commonwealth, State or Territory Act;
 - (B) the entering into by the Buyer of any arrangement, or the assignment of any property, for the benefit of the Buyer's creditors;
 - (C) an admission by the Buyer to any other person that any of the Buyer's debts cannot be repaid as and when they fall due;
 - (D) any event analogous to those referred to in sub clauses (A)-(C) above;
 - (ii) if the Buyer is a Corporation, any one or more of the following:
 - (A) the appointment of a liquidator, external administrator or receiver of the Buyer;
 - (B) the deemed failure of the Buyer to comply with a statutory demand issued pursuant to the *Corporations Act 2001* (Cth);
 - (C) the entering into by the Buyer of any arrangement, or the assignment of any property for the benefit of the Buyer's creditors;
 - (D) an admission by the Buyer to any other person that any of the Buyer's debts cannot be repaid as and when they fall due;

(E) any event analogous to those referred to in sub clauses (A)-(D) above.

(n) **Laws** means:

- (i) principles of law or equity established by decisions of courts;
- (ii) statutes, regulations or by-laws of the Commonwealth, a State, a Territory or any governmental agency or body; and
- (iii) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a governmental agency or body that have the force of law;

(o) **Printed Terms** means the terms of The Law Society of the Australian Capital Territory: Contract for Sale contained in this contract.

(p) **Prohibited Entity** means any person or entity which:

- (i) is a terrorist organisation as defined by part 5.3 of the *Criminal Code Act 1995* (Cth);
- (ii) has a connection with any country or named person or entity which is the subject of international sanctions or is associated with terrorism, including any person or entity listed by the Minister for Foreign Affairs and Trade in the Government Gazette under part 4 of the Charter of the *United Nations Act 1945* (Cth) as at the date of this Contract; or
- (iii) is on any other list of terrorists or terrorist organisations maintained by the Australian Department of Foreign Affairs and Trade or under any law.

(q) **Schedule** means the schedule of information in this Contract titled 'Schedule', normally the first page; and

(r) **Special Conditions** means these special conditions of this Contract.

54.2 Printed Terms

- (a) In the event of any inconsistency between the Printed Terms and these Special Conditions, the Special Conditions shall prevail to the extent of the inconsistency.
- (b) For the avoidance of doubt, unless otherwise stated, the terms that are defined in the Printed Terms of the Contract have the same meanings in these Special Conditions.

54.3 Amendments to Printed Terms

(a) The Printed Terms are amended as follows:

- (i) Clause 2.3 is amended so that the words "in cash (up to \$3,000.00)" are replaced with the words "electronic funds transfer";
- (ii) Clause 2.6 is amended so that the words "or in cash (up to \$200.00)" are deleted;
- (iii) Clause 17.1.1(a) is amended so that the reference to "5%" is replaced with "1%";
- (iv) Clause 17.1.2(a) is amended so that the reference to "5%" is replaced with "1%";
- (v) a new clause 18.12 is added to clause 18 as follows:

"Each time a Notice to Complete is served by the Seller in accordance with this clause, the Seller may unilaterally:

- a) extend the time and date by which to complete the Contract as specified in the Notice to Complete; and
- b) withdraw the Notice to Complete

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

- (vi) Clause 22.1.1 is deleted;

- (vii) Clause 22.1.3 is amended so that the words “by the party not at fault” are replaced with the words “by the Seller”;
- (viii) Clause 22.2 is amended so that:
 - (A) the words “the party at fault” are replaced with the words “where the Buyer is at fault, the Buyer”; and
 - (B) the words “the party not at fault” are replaced with the words “the Seller”;
- (ix) Clause 22.3 is amended so that:
 - (A) the words “clause 22.1.1 or” are deleted from clause 22.3.1; and
 - (B) the words “the party not in default” are replaced with the words “the Seller” in clause 22.3.1; and
- (x) Clause 28.2 is amended so that the reference to “5%” is replaced with “\$1,000.00”.

55. ENTIRE AGREEMENT

55.1 Entire Agreement

- (a) The Buyer acknowledges and agrees that this Contract contains the entire agreement between the Buyer and Seller in respect of the Property.

55.2 Own Enquiries

- (a) The Buyer warrants that:
 - (i) they have relied entirely upon their own enquiries (including inspections) of this Property; and
 - (ii) they do not rely on any other document, arrangement, representations or matter, regardless of form, as amending or qualifying anything set out in this Contract.

56. AUCTION CONDITIONS

56.1 Application of Auction Conditions

- (a) The Auction Conditions apply and form part of this Contract if the Property is sold at auction.

57. ADJUSTMENTS

57.1 Buyer to Pay Land Charges in Event of Delay

- (a) If, as a consequence of conduct by or fault of the Buyer, Completion does not occur by the Date for Completion specified in the Schedule, then notwithstanding clause 8, the Buyer shall be liable to pay Land Charges from and including the Date for Completion.

58. CONDITION OF THE PROPERTY

58.1 Current State and Condition

- (a) The Buyer acknowledges and agrees that:
 - (i) it is purchasing the Property in its current state, condition and state of repair as at the date of this Contract (subject to fair wear and tear) and subject to any and all defects whether latent or patent;
 - (ii) it shall not make any requisition, objection or claim for compensation in respect of the condition and state of repair of the Property; and
 - (iii) the Seller is not required to carry out or effect any repairs, renovations to the Property or replace any part of the Property which may be requested by the Buyer or ordered by any Authority after the date of this Contract except as required by clause 15.5.

58.2 No Requisition, Objection, Claim or Action

- (a) Unless expressly provided otherwise in this Contract or any Law, the Buyer agrees not to raise any requisition or objection or make any claim for compensation in respect of:
 - (i) any encroachment by or upon the subject Land;
 - (ii) the fence or boundary erections (if any) not standing on their correct boundaries;
 - (iii) any heritage significance of the Property under the heritage provisions of the Planning Act;
 - (iv) the nature, location, availability, non-availability, condition, existence or non-existence of any Service;
 - (v) the fitness for purpose of the Property for any particular purpose; or
 - (vi) the existence of Asbestos, contaminants or other substances on the Land or in the Property or Improvements which may lead to the land being Contaminated.

59. AGENT WARRANTY

59.1 No Other Agent

- (a) The Buyer warrants that they were not introduced to the Property or the Seller by any person or agent other than the Seller's Agent noted on the Schedule, and that the sale of the Property to the Buyer was negotiated only by the Seller's Agent.

59.2 Indemnity

- (a) The Buyer indemnifies and will keep indemnified the Seller from any claim for commission and all costs, demands, expenses and other charges arising out of or incidental to any breach of the warranty provided in clause 59.1.
- (b) This clause 59 shall not merge on Completion.

60. KEYS TO IMPROVEMENTS

60.1 To be Provided on Completion

- (a) On Completion, the Seller will supply any and all keys to the Improvements that are in the Seller's possession to the Buyer.

60.2 No Requisition, Objection, Claim or Action

- (a) The Buyer will not delay Completion, nor make any objection, requisition, claim for compensation as a consequence of the Seller's failure to comply with this clause 60.

61. INCAPACITY

61.1 Death or Incapacity

- (a) If the Buyer, being a natural person (and if the Buyer comprises more than one person, then any one or more of them);
 - (i) dies; or
 - (ii) is found by a court or tribunal to be incapable of administering their estate or affairs;before Completion, then the Seller may rescind this Contract by written notice and the provisions of Printed Term 21 apply.

61.2 Insolvency

- (a) If the Buyer (and if the Buyer comprises more than one entity, then any one or more of them) undergoes an Insolvency Event before Completion, then the Buyer will be in breach of an essential obligation under this Contract and the Seller may terminate this Contract in accordance with Printed Term 19.

62. ELECTRONIC TRANSACTIONS

62.1 Definitions

For the purposes of this clause 62:

- (a) **Electronic Exchange** means the exchanging the Contract by the parties by electronic means;
- (b) **Electronic Signature** means a signature made or placed on a document by electronic means, and include a digital signature or an electronic copy of a signature; and
- (c) **Electronically Sign** means the act of signing a document with an Electronic Signature.

62.2 Electronic Signatures

- (a) The parties:
 - (i) agree that any party may Electronically Sign this Contract; and
 - (ii) consent to the Electronic Exchange of this Contract.
- (b) The parties warrant and agree that:
 - (i) a Contract:
 - (A) signed by both parties, where one (1) or more of the signatures is an Electronic Signature; and
 - (B) exchanged, whether by Electronic Exchange or otherwise; and
 - (ii) a printed hardcopy of the Contract as described in clause 62.2(b)(i) is sufficient evidence of:
 - (A) the parties' intention to enter into and be bound by the Contract;
 - (B) the parties' consent to and acceptance of the Electronic Signature and the conduct of this Contract electronically; and
 - (C) the Contract being a document which is in writing and signing in a manner that results in a binding agreement between the parties.
- (c) The parties agree to do all things necessary to give effect to this Contract, including signing a copy of this Contract and the Director's Guarantee in wet ink and exchanging printed copies in the same form and date as this Contract, where:
 - (i) required to do so by a third party; and
 - (ii) where a failure to do so would prevent or delay Completion, or when otherwise compelled by Law.
- (d) Either party may give written notice to the other party stating an obligation under clause 62.2(c) is required and both parties must then comply with its obligations within 7 Business Days of that notice with time being of the essence.

63. FOREIGN ACQUISITION

63.1 Buyer is not a foreign person

- (a) Subject to clause 63.2, the Buyer and the Guarantors each represent and warrant to the Seller that:
 - (i) it is not a Foreign Person; and
 - (ii) the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Property to the Purchaser under the *Foreign Acquisitions and Takeover Act 1975* (Cth).

63.2 Buyer is a foreign person

- (a) If the Buyer or the Guarantors are a Foreign Person, the Buyer must:
 - (i) inform the Seller of that fact before the date of this Contract; and

- (ii) on or before the date of this Contract, make an application to the Commonwealth Treasurer for approval for the transfer of the Property under the *Foreign Acquisitions and Takeover Act 1975* (Cth); and
- (iii) on or before the Date for Completion, provide the Seller with sufficient evidence that the transfer has been approved.

63.3 Termination if transfer not approved

- (a) The warranties and obligations of the Buyer and Guarantors under this clause 63 are an essential term of this Contract and a breach of which will entitle the Seller to immediately terminate the Contract.

64. PROHIBITED ENTITY

64.1 Buyer not a prohibited entity

- (a) The Buyer and the Guarantors each represent and warrant to the Seller that:
 - (i) it is not a Prohibited Entity;
 - (ii) it is not owned or controlled by, nor does it act on behalf of, a Prohibited Entity;
 - (iii) no person who has any interest in or relationship with the Buyer (whether directly or indirectly) is a Prohibited Entity;
 - (iv) no Prohibited Entity will obtain any legal or equitable interest in the property on Completion of this Contract; and
 - (v) it has complied with all laws relating to Prohibited Entities, including part 4 of the *Charter of United Nations Act 1945* (Cth) and part 5.3 of the *Criminal Code Act 1995* (Cth).
- (b) The representations and warranties contained in this clause are taken to be made by the Buyer and the Guarantors upon exchange of this Contract and also on Completion.

65. SERVICE OF NOTICES

65.1 Time of Service

- (a) Any notice, claim or authority served under clause 26.2.1 is taken to have been received:
 - (i) if delivered before 5:00pm on a Business Day, on the day that it is delivered; or
 - (ii) if delivered after 5:00pm on a Business Day, on the next Business Day.
- (b) Subject to clause 65.1(a), any notice, claim or authority served under clause 26.2.2:
 - (i) by leaving it at the relevant address is taken to have been received one (1) Business Day after it was left at that address;
 - (ii) by post to the relevant address is taken to have been received two (2) Business Days after it was posted; and
 - (iii) by email to the party's solicitor is taken to have been received on the date that it enters the recipient's electronic information system.

66. SHUTDOWN PERIOD

66.1 Shutdown Period

- (a) For the purposes of this clause 66:
 - (i) **Isolate** means any mandatory government requirement to self-isolate, or any or any mandatory medical requirement to be isolated in hospital (and **Isolation** has a corresponding meaning); and

- (ii) **Pandemic** means the COVID-19 (or any variant thereof) pandemic as declared by the World Health Organisation; and
- (iii) **Relevant Places** means any one (1) or more of the following:
 - (A) the ACT Law Society settlements room;
 - (B) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
 - (C) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
 - (D) the place of business of a party's solicitors;
 - (E) the ACT Land Titles Office; or
 - (F) the ACT Revenue Office; and
- (iv) **Shutdown Period** means any period of time during which any of the Relevant Places are:
 - (A) closed due to any direction by a Government Department, authority or company policy;
 - (B) unable to be attended by the Buyer or the Seller due to the party (or their representative) being in Isolation,in response to a Pandemic or other national health emergency, and where that closure or Isolation event reasonably causes a party (the **Affected Party**) to be unable to complete this Contract during the period of closure or Isolation.

66.2 Notice of Closure

- (a) The Affected Party to this Contract may invoke this clause 66 by written notice to the other party that gives sufficient details of the event (including by providing supporting evidence of any closure or Isolation) giving rise to the Shutdown Period.
- (b) The Affected Party must notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

66.3 Extensions

- (a) In the event that Completion is due to occur during a Shutdown Period, then the Date for Completion is deemed to be extended to three (3) Business Days after the date on which the Affected Party notifies the other party of the end of the Shutdown Period.
- (b) In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during a Shutdown Period, then the date of expiration of that notice is deemed to be extended to three (3) Business Days after the date on which the Affected Party notifies the other party of the end of the Shutdown Period.
- (c) If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period, then such notice is deemed to be served one (1) Business Day after the date on which the Affected Party notifies the other party of the end of the Shutdown Period.

66.4 Payment of Damages

- (a) In the event that damages are payable by either party under this Contract, no damages shall be payable by either party for any day or period during a Shutdown Period.

67. BOND

67.1 Deposit by Bond

- (a) This Special Condition 67 applies only if the Seller agrees, at its sole discretion, to accept a Bond as payment for the Deposit.
- (b) If the amount secured under the Bond is less than 10% of the Price, the Buyer must pay the balance in accordance with Printed Term 2.
- (c) The Bond must show the Seller as the beneficiary of the Bond.

67.2 Delivery of Bond

- (a) The Buyer must deliver the Bond to the Seller's Solicitor on or before the Date of this Contract and this time is of the essence.
- (b) Subject to the remainder of this Special Condition 67, the delivery of the Bond in accordance with 67.2(a), to the extent of the amount secured under the Bond, will be a valid payment of the Deposit for the purposes of this Contract.

67.3 Default by the Buyer

- (a) If seven (7) days prior to the expiration of the term of the Bond (or, if the term of the Bond is extended, seven (7) days prior to the expiration of the relevant extended period):
 - (i) Completion has not occurred; and
 - (ii) the Buyer has not delivered to the Seller's solicitors a Bond in identical terms for an extended period; and
 - (iii) the Buyer has not paid the amount secured by the Bond as Deposit to the Stakeholder;the Buyer shall be in default and the Seller may, by written notice and without serving any Default Notice, terminate this Contract.

67.4 Completion

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

67.5 Termination by the Seller

- a) If the Seller exercises its rights under Printed Term 19, to the extent that the amount has not already been paid by the underwriter under the Bond, the Buyer must, on demand by the Seller, pay the remainder of the Deposit to the Stakeholder.
- b) The Seller agrees and acknowledges that the payment under the Bond, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under Special Condition 67.4(a).

68. GUARANTEE

68.1 Guarantee by Buyer's Directors

- (a) Where the Buyer is a Corporation, each Director of that Corporation shall guarantee the Corporation's performance of its obligations under this Contract by executing the Director's Guarantee.
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ANNEXURE A – DIRECTOR’S GUARANTEE

I agree as follows:

1. I am a Director of the Buyer.
2. This guarantee is binding and enforceable against me and all other Directors of the Buyer who provide the guarantee by signing below and, for the purposes of this guarantee, a reference to myself includes a reference to all those other Directors.
3. In consideration of the Seller entering into this Contract at my request, I agree to guarantee to the Seller:
 - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion; and
 - (b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
4. This is a continuing guarantee and binds me notwithstanding;
 - (a) my subsequent death, bankruptcy, liquidation or the subsequent death, bankruptcy or liquidation of any one (1) or more of the Directors; and
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me or to any of the Directors; and
 - (c) Completion of this Contract.
5. In the event of any breach of this Contract by the Buyer, 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 the Directors without having instituted legal proceedings against the Buyer or any other of the Directors and without first exhausting the Seller’s remedies against the Buyer.
6. I agree to keep the Seller indemnified against all liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Executed on _____ (date)
by:

In the presence of:

Director Name:

Witness Name:

Witness Address:

Executed on _____ (date)
by:

In the presence of:

Director Name:

Witness Name:

Witness Address:

If a home was built before 1990 it may contain dangerous asbestos material

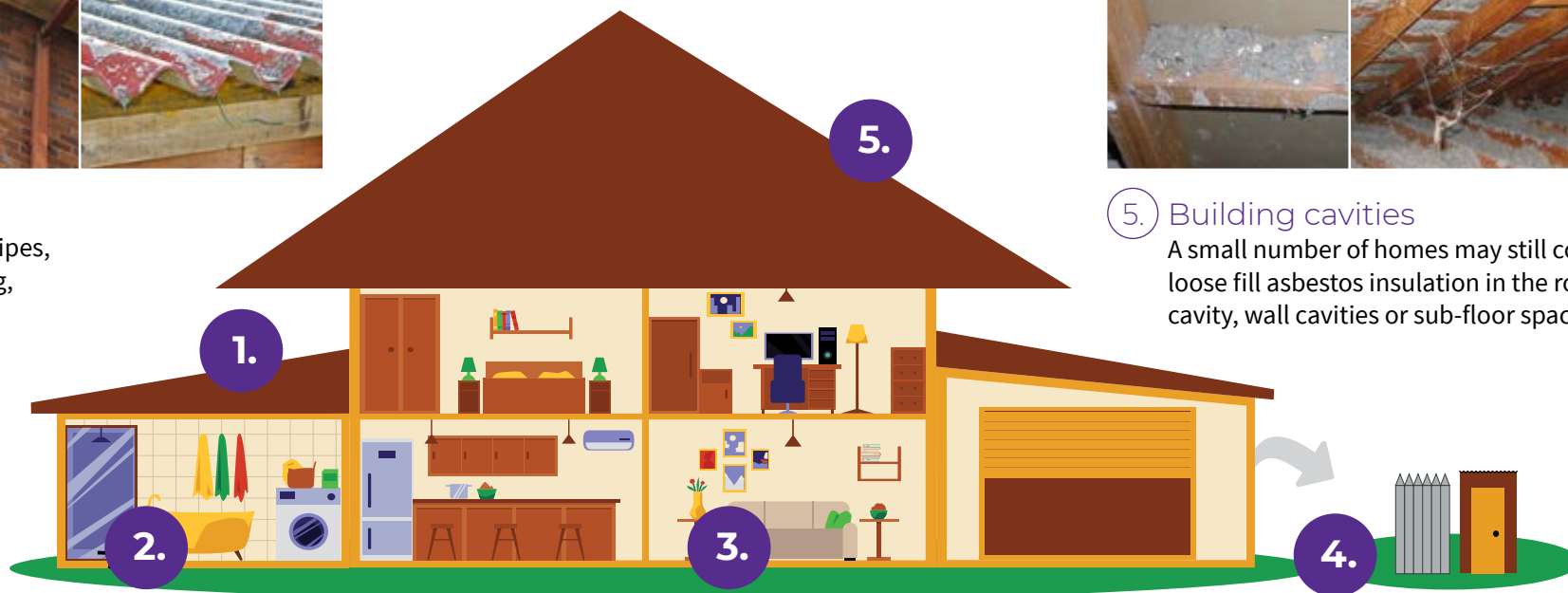
Identify where asbestos materials might be. Five common places are:



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.

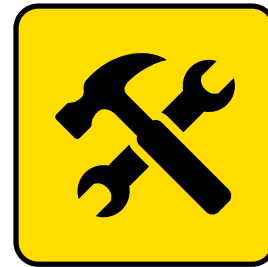
Asbestos materials become dangerous when:



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.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Campbell Section 133 Block 1 on Deposited Plan 11289 with 90 units on Unit Plan 4691

Unit 51 (Class A) entitlement 83 of 10000, 4 subsidiaries

Lease commenced on 09/07/2019, terminating on 03/06/2114

Proprietor

Anthony John Papworth

51/59 Constitution Avenue Campbell Act 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
02/08/2019	2228978	Mortgage to Westpac Banking Corporation

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
201732494	Development Application	06/09/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	28/11/2017

Description

LEASE VARIATION - To increase maximum number of permitted residential dwellings from 60 to 83.

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Campbell Section 133 Block 1 on Deposited Plan 11289 with 90 units on Unit Plan 4691

Lease commenced on 09/07/2019, terminating on 03/06/2114

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4691

Vantage Strata PO Box 919 Dickson ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
04/09/2020	3021740	Application to Note Special Resolution
29/05/2025	3385315	Application to Note Special Resolution - Refer Instrument
12/11/2025	3416695	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

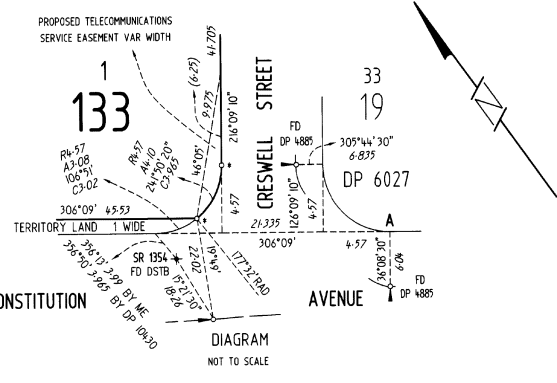
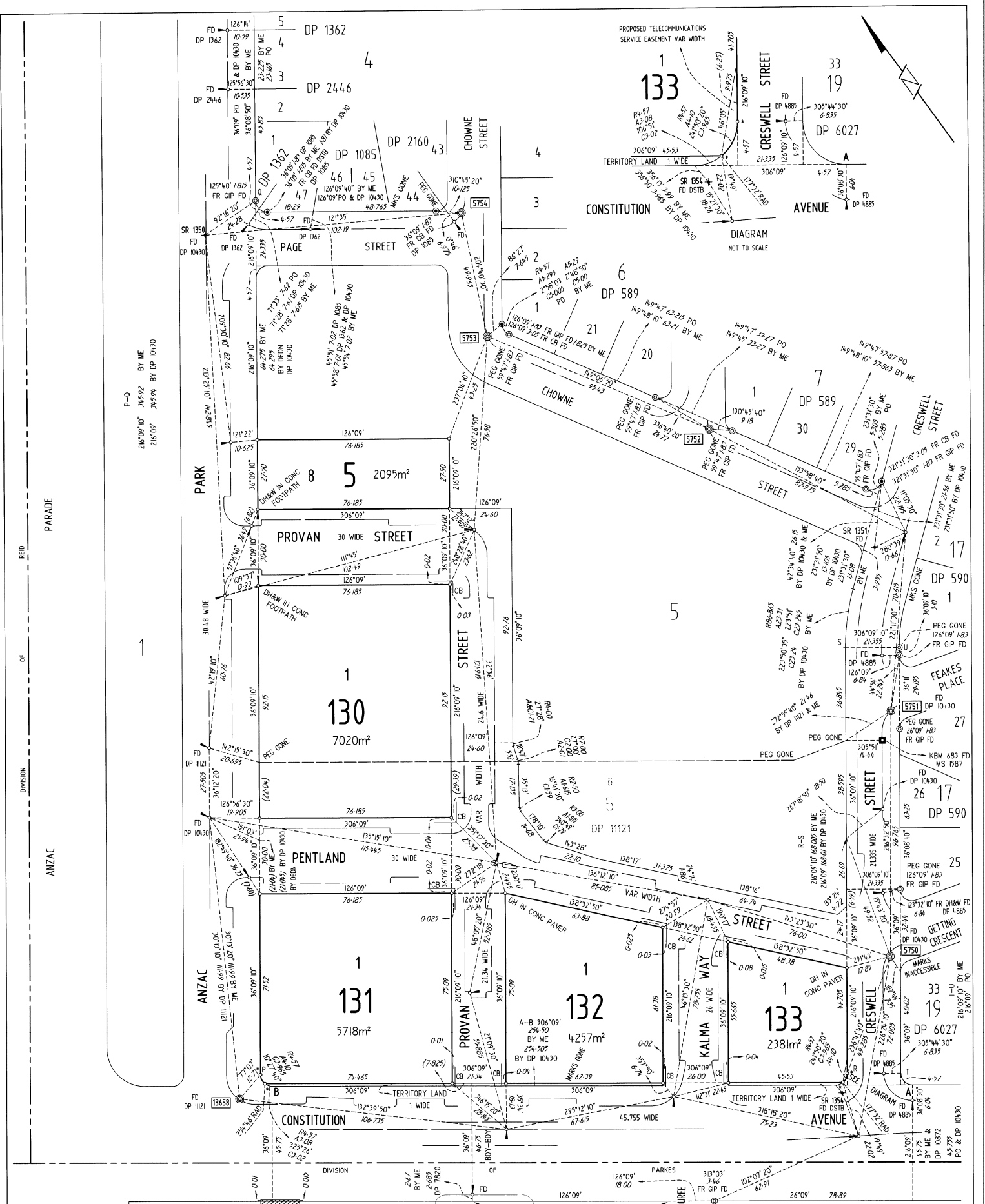
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Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available 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
201732494	Development Application	06/09/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	28/11/2017

Description

LEASE VARIATION - To increase maximum number of permitted residential dwellings from 60 to 83.



* Denotes PEG GONE REPLACED
 CB Denotes CONCRETE PAVING

REFERENCE MARKS

- ⊙ Denotes GIP in road 1.83 radially from TP
- ⊙ Denotes CB in road 1.83 radially from TP
- ⊙ Denotes PLAQUE IN KERB
- ⊙ Denotes DEEP DRIVEN ROD
- ⊙ Denotes DH&W IN KERB
- ⊙ (Except as otherwise shown)

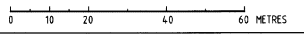
NOTE
 All Easements are 2.5 metres wide (Except as otherwise shown)
 Azimuth: A-B (Strom)
 Field Books:
 Surveyor's Ref : 11120

I, WILLIAM ROBERT CAMPBELL
 of LANDATA SURVEYS Pty Ltd CANBERRA
 a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 20 JANUARY 2015
 (Signature) *W.R. Campbell* 5-3-2015
 Surveyor registered under the Surveyors Act 2007.

I certify that this plan is the plan prepared in accordance with the Districts Act 2002
 (Signature) *Neil Brown* 5-03-2015
 Surveyor-General of the ACT

PLAN OF
BLOCK 8 SECTION 5, BLOCK 1 SECTION 130, BLOCK 1 SECTION 131,
BLOCK 1 SECTION 132 & BLOCK 1 SECTION 133
BEING A SUBDIVISION OF BLOCK 6 SECTION 5
DIVISION: CAMPBELL
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY
 SCALE 1:800

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the 10th day of March 2015 at 11 minutes past ten o'clock in the fore noon
 Approved: *[Signature]*
 Registrar-General
 DEPOSITED PLAN
11289
 AMENDS DP 11121



X20754



LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	51	Block	1	Section	133	Suburb	CAMPBELL
-------------	-----------	--------------	----------	----------------	------------	---------------	-----------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? Certificate Number: 81083	()	()
(N/A ex-Government House) <input type="text" value="N/A"/>		
Dated: 27-JUN-19		

Please Note: Compliance Certificate 81083 (issued 27/06/2019) was issued under a previous Crown Lease. 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 : Andy Colquhoun
E-mail Address : andy@colquhounmurphy.com
Client Reference : 20260271

Date: 13-APR-26 16:27:07



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

13-APR-2026 16:27

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

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

CAMPBELL Section 133/Block 1/Unit 51

Building Class: A

Area(m2): 2,382.8

Unimproved Value: \$12,450,000

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.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201732494 **Lodged** 06-SEP-17 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - To increase maximum number of permitted residential dwellings from 60 to 83.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Campbell	133	1-1	

-- Involved Parties -----

Role	Name
Lessee	Celestial Development No.4pty
Applicant	Purdon Planning Pty Ltd
Representor	Julie Doyle
Representor	Anonymous
Representor	Brenda Parkes
Representor	Sabine Wythes
Representor	Mark Anderson
Representor	Confidential Representor
Representor	Tom Keen
Representor	Tom Keen
Representor	Roger Neilson
Representor	Sylvia & Darcy Brooker
Representor	Catherine Walsh
Representor	Ben Eriksson & Virginia Edlingt
Representor	Eugene Holzapfel
Representor	Andrew L Schuller

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

13-APR-2026 16:27

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

Page 2 of 3

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>

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
132	1	202442870	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Application to amend Units Plan purpose clause 3.(c) to ADD shop as permissible use for Unit 148 of the Units Plan No 4596.	Approval Conditional	02-JUL-24

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 recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to: <https://www.accesscanberra.act.gov.au/city-services/contaminated-sites> . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

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



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

13-APR-2026 16:27

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

----- END OF REPORT -----

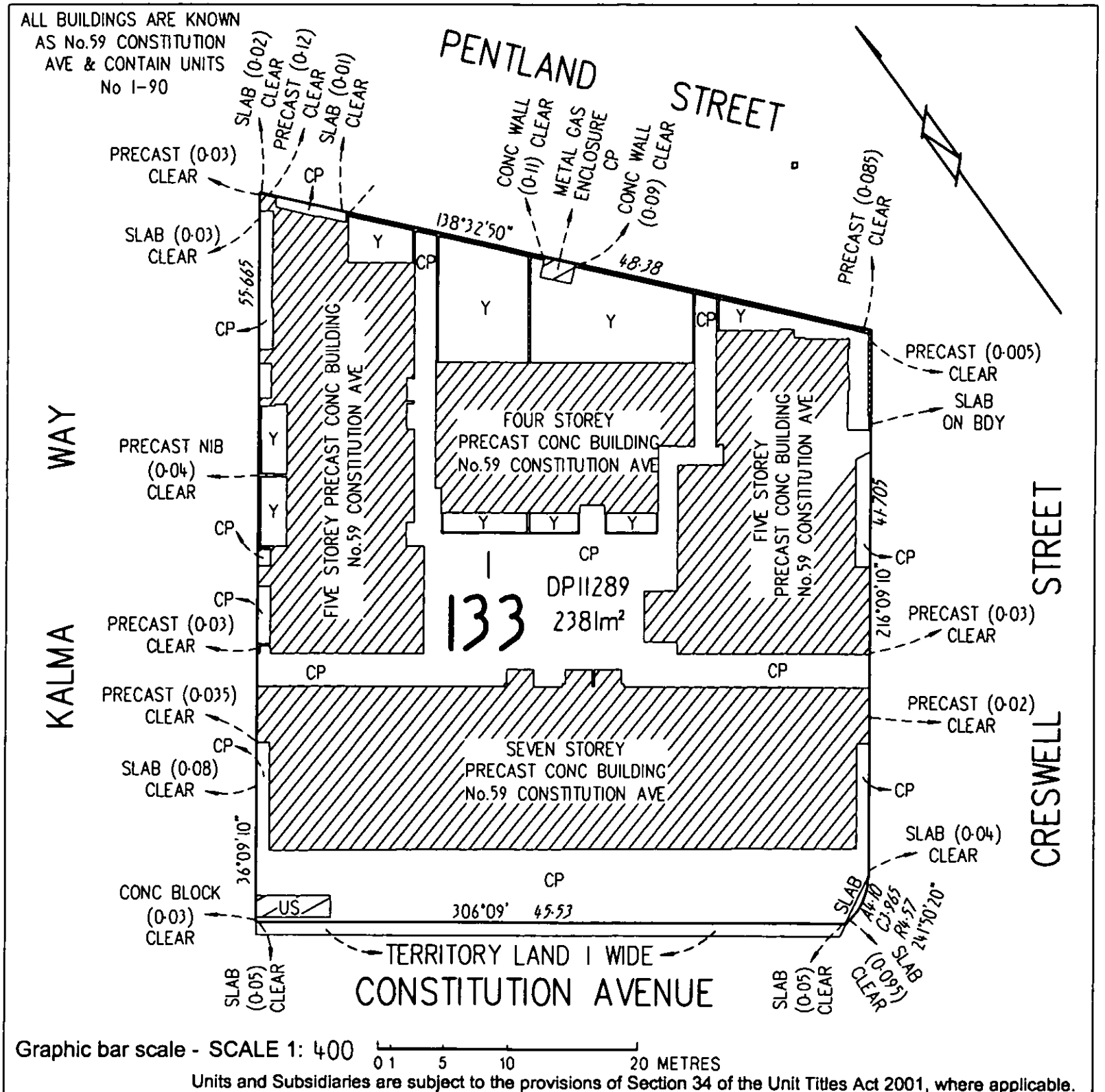
LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 088 - SP

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
CAMPBELL	133	I	A	4691



Xi He
Celestial Development No4 Pty Ltd
169977655
Sole Director
Xi He
Registered Proprietor

Steven Boljancic
Registered Surveyor

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



Access
Canberra.

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2189:55	CAMPBELL	133	1	11289	4691

NAME OF MANAGER / OWNERS CORPORATION

VANTAGE STRATA

ADDRESS FOR SERVICE OF NOTICE

JAMIESON HOUSE 90/43 CONSTITUTION AVE REID ACT 2612

SURVEYOR'S DECLARATION

I, STEVEN BELJANSKI of CLARKE & DI PAULI PL PO BOX 88 QUEANBEYAN NSW 2620

A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) – 15/03/2019

2. The survey is in accordance with the following Acts:

- *Unit Titles Act 2001*;
- *Land Titles (Unit Titles) Act 1970*;
- *Land Titles Act 1925*; and,
- any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY – 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.

3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

3 (a), (b), (c)

- a) ~~All units and unit subsidiaries shown in the diagrams are wholly within the parcel;~~
- b) ~~The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,~~
- c) ~~The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.~~

Steven Beljanski

Signature of Registered Surveyor

5/04/2019

Dated

APPROVED UNDER THE UNIT TITLES ACT 2001,

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

<i>V. Valley</i>		Lyn Tankey	
Delegate of the Authority / Executive		1 July 2019	
Dated			
OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	9 JUL 2019
DATA ENTERED BY			



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CAMPBELL	133	1	4691

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	54	3	2413	21
2	55	3	2413	22
3	106	6	2413	23
4	99	5	2413	24
5	215	6	2413	25
6	100	4	2413	26
7	87	4	2413	27
8	80	4	2413	28
9	54	3	2413	29
10	95	4	2413	30
11	69	4	2413	31
12	96	4	2413	32
13	106	4	2413	33
14	96	4	2413	34
15	80	4	2413	35
16	56	3	2413	36
17	196	5	2413	37
18	96	4	2413	38
19	66	3	2413	39
20	96	4	2413	40
21	177	4	2413	41
22	78	4	2413	42
23	96	4	2413	43
24	123	4	2413	44
25	85	4	2413	45

Aggregate

See Sheet 6

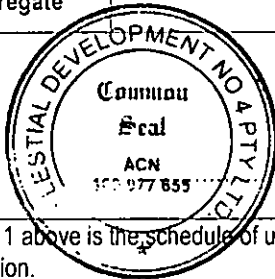
The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume

Folio

2413

20



Xi He
Sole Director

Signature of Lessee

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

Dated First this day of July 2019

V Valley Lyn Tankey

Delegate of the Authority/Executive

David B. Rowden
David B. Rowden
Registrar-General



Deputy Registrar-General



SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CAMPBELL	133	1	4691

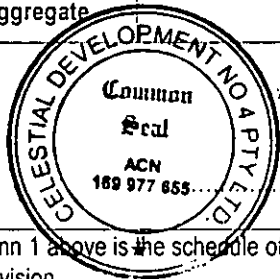
2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	99	5	2413	46
27	102	5	2413	47
28	84	5	2413	48
29	124	4	2413	49
30	96	4	2413	50
31	86	4	2413	51
32	57	3	2413	52
33	174	4	2413	53
34	96	4	2413	54
35	67	3	2413	55
36	97	4	2413	56
37	179	4	2413	57
38	80	4	2413	58
39	96	4	2413	59
40	100	6	2413	60
41	89	4	2413	61
42	104	5	2413	62
43	104	5	2413	63
44	92	4	2413	64
45	100	5	2413	65
46	96	4	2413	66
47	82	4	2413	67
48	60	3	2413	68
49	185	4	2413	69
50	182	4	2413	70

Aggregate

See Sheet 6

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:



XI He
Sole Director
[Signature]

Signature of Lessee

Volume	Folio
2413	20

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

Dated *First* this day of *July* 2019

[Signature]
Lyn Tankey
Delegate of the Authority/Executive

[Signature]
David Snowden
Registrar-General



Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CAMPBELL	133	1	4691

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	83	4	2413	71
52	96	4	2413	72
53	101	5	2413	73
54	93	5	2413	74
55	111	5	2413	75
56	111	5	2413	76
57	92	5	2413	77
58	101	5	2413	78
59	96	4	2413	79
60	87	4	2413	80
61	60	3	2413	81
62	187	5	2413	82
63	185	4	2413	83
64	88	4	2413	84
65	96	4	2413	85
66	126	4	2413	86
67	94	4	2413	87
68	109	5	2413	88
69	109	5	2413	89
70	94	4	2413	90
71	129	5	2413	91
72	67	3	2413	92
73	134	4	2413	93
74	96	5	2413	94
75	134	6	2413	95

Aggregate

See Sheet 6

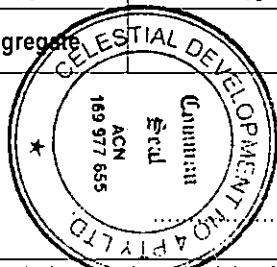
The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume

Folio

2413

20



XI HE
Sole Director

Signature of Lessee

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

Dated First this day of July 2019

V Valley
Lyn Tankey

Delegate of the Authority/Executive

David Snowden

David Snowden
Registrar-General



Deputy Registrar-General

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

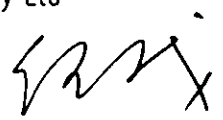

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	1	4691

SUBSIDIARY INDEX

UNIT IDENTIFIER					SUBSIDIARIES								SUB TOTAL
UNIT No.	SHEET No.	FLOOR	Door/Carspace No.	STREET ADDRESS	YARD		BALCONY		CAR SPACE IGARAGE		STORE		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
1	15	GRND	G02	59 CONSTITUTION AVENUE	S1	15			S2	13	S3	13	3
2	15	GRND	G03		S1	15			S2	12	S3	12	3
3	15,16	GRND,LEV 1	G05		S1	15	S2	16	S3,S4,S5	12,12,12	S6	12	6
4	15	GRND	G06		S1,S2	15,15			S3,S4	12,12	S5	12	5
5	15	GRND	G07		S1,S2,S3	15,15,15			S4,S5	12,12	S6	12	6
6	15	GRND	G08		S1	15			S2,S3	12,12	S4	12	4
7	16	LEV 1	101				S1	16	S2,S3	12,12	S4	12	4
8	16	LEV 1	102				S1	16	S2,S3	12,12	S4	12	4
9	16	LEV 1	103				S1	16	S2	12	S3	12	3
10	16	LEV 1	104				S1	16	S2,S3	12,12	S4	12	4
11	16	LEV 1	105				S1	16	S2,S3	12,12	S4	12	4
12	16	LEV 1	106				S1	16	S2,S3	12,12	S4	12	4
13	16	LEV 1	107				S1	16	S2,S3	13,13	S4	13	4
14	17	LEV 2	204	59 CONSTITUTION AVENUE			S1	17	S2,S3	12,12	S4	12	4
15	17	LEV 2	205				S1	17	S2,S3	12,12	S4	12	4
16	17	LEV 2	206				S1	17	S2	12	S3	12	3
17	17	LEV 2	207				S1	17	S2,S3	13,13	S4,S5	13,13	5
18	17	LEV 2	208				S1	17	S2,S3	12,12	S4	12	4
19	17	LEV 2	209				S1	17	S2	13	S3	13	3
20	17	LEV 2	210				S1	17	S2,S3	12,12	S4	12	4
21	17	LEV 2	211				S1	17	S2,S3	12,12	S4	12	4
22	17	LEV 2	212				S1	17	S2,S3	12,12	S4	12	4
23	17	LEV 2	213				S1	17	S2,S3	12,12	S4	12	4
24	17	LEV 2	214				S1	17	S2,S3	14,14	S4	14	4
25	17	LEV 2	215				S1	17	S2,S3	14,14	S4	14	4

Xi He Celestial Development No4 Pty Ltd 169977655 Sole Director  Registered Proprietor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
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OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

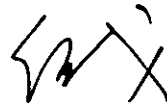
Division	Section	Block
CAMPBELL	133	1

UNITS PLAN No.
4691

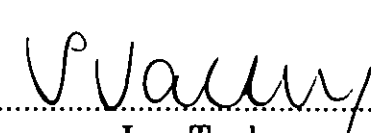
SUBSIDIARY INDEX

UNIT IDENTIFIER					SUBSIDIARIES								SUB TOTAL	
UNIT No.	SHEET No.	FLOOR	Door/Carspace No.	STREET ADDRESS	YARD		BALCONY		CAR SPACE \ GARAGE		STORE			
UNIT No.	SHEET No.	FLOOR	Door/Carspace No.	STREET ADDRESS	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB TOTAL	
26	17	LEV 2	216	59 CONSTITUTION AVENUE			S1,S2	17,17	S3,S4	14,14 13,13	S5	14 13	5	
27	17	LEV 2	201					S1,S2	17,17	S3,S4	14,14	S5	14	5
28	17	LEV 2	202					S1	17	S2,S3	14,14	S4,S5	14,14	5
29	17	LEV 2	203					S1	17	S2,S3	14,14	S4	14	4
30	18	LEV 3	304					S1	18	S2,S3	13,13 14,14	S4	13 14	4
31	18	LEV 3	305					S1	18	S2,S3	13,13	S4	13	4
32	18	LEV 3	306					S1	18	S2	13	S3	13	3
33	18	LEV 3	307					S1	18	S2,S3	13,13	S4	13	4
34	18	LEV 3	308					S1	18	S2,S3	13,13	S4	13	4
35	18	LEV 3	309					S1	18	S2	13	S3	13	3
36	18	LEV 3	310					S1	18	S2,S3	13,13	S4	13	4
37	18	LEV 3	311					S1	18	S2,S3	13,13	S4	13	4
38	18	LEV 3	312					S1	18	S2,S3	13,13	S4	13	4
39	18	LEV 3	313		59 CONSTITUTION AVENUE			S1	18	S2,S3	13,13	S4	13	4
40	18	LEV 3	314					S1,S2	18,18	S3,S4	14,14	S5,S6	14,14	6
41	18	LEV 3	315					S1	18	S2,S3	14,14	S4	14	4
42	18	LEV 3	316					S1,S2	18,18	S3,S4	14,14	S5	14	5
43	18	LEV 3	301					S1,S2	18,18	S3,S4	14,14	S5	14	5
44	18	LEV 3	302					S1	18	S2,S3	14,14	S4	14	4
45	18	LEV 3	303					S1,S2	18,18	S3,S4	12,12	S5	12	5
46	19	LEV 4	404					S1	19	S2,S3	13,13	S4	13	4
47	19	LEV 4	405					S1	19	S2,S3	13,13	S4	13	4
48	19	LEV 4	406					S1	19	S2	13	S3	13	3
49	19	LEV 4	407					S1	19	S2,S3	13,13	S4	13	4
50	19	LEV 4	408					S1	19	S2,S3	13,13	S4	13	4

Xi He
Celestial Development No4 Pty Ltd
169977655
Sole Director



Registered Proprietor



Lyn Tankey Delegate of the
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Department of Justice and Community Safety

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FLOOR PLAN


Division	Section	Block
CAMPBELL	133	1

UNITS PLAN No.
4691

SUBSIDIARY INDEX

UNIT IDENTIFIER					SUBSIDIARIES								SUB TOTAL	
					YARD		BALCONY		CAR SPACE \ GARAGE		STORE			
UNIT No.	SHEET No.	FLOOR	Door/Carspace No.	STREET ADDRESS	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.		
51	19	LEV 4	409	59 CONSTITUTION AVENUE			S1	19	S2,S3	13,13	S4	13	4	
52	19	LEV 4	410					S1	19	S2,S3	13,13	S4	13	4
53	19	LEV 4	411					S1,S2	19,19	S3,S4	14,14	S5	14	5
54	19	LEV 4	412					S1	19	S2,S3	14,14	S4,S5	14,14	5
55	19	LEV 4	413					S1,S2	19,19	S3,S4	14,14	S5	14	5
56	19	LEV 4	401					S1,S2	19,19	S3,S4	14,14	S5	14	5
57	19	LEV 4	402					S1	19	S2,S3	14,14	S4,S5	14,14	5
58	19	LEV 4	403					S1,S2	19,19	S3,S4	14,14	S5	14	5
59	20	LEV 5	504					S1	20	S2,S3	13,13	S4	13	4
60	20	LEV 5	505					S1	20	S2,S3	12,12	S4	12	4
61	20	LEV 5	506					S1	20	S2	13	S3	13	3
62	20	LEV 5	507					S1	20	S2,S3	14,14	S4,S5	14,14	5
63	20	LEV 5	508					S1	20	S2,S3	13,13	S4	13	4
64	20	LEV 5	509		59 CONSTITUTION AVENUE			S1	20	S2,S3	13,13	S4	13	4
65	20	LEV 5	510					S1	20	S2,S3	13,13	S4	13	4
66	20	LEV 5	511					S1	20	S2,S3	14,14	S4	14	4
67	20	LEV 5	512					S1	20	S2,S3	14,14	S4	14	4
68	20	LEV 5	513					S1,S2	20,20	S3,S4	14,14	S5	14	5
69	20	LEV 5	501					S1,S2	20,20	S3,S4	12,12	S5	12	5
70	20	LEV 5	502					S1	20	S2,S3	14,14	S4	14	4
71	20	LEV 5	503					S1	20	S2,S3	12,12	S4,S5	12,12	5
72	21	LEV 6	605					S1	21	S2	12	S3	12	3
73	21	LEV 6	606					S1	21	S2,S3	13,13	S4	13	4
74	21	LEV 6	607					S1	21	S2,S3	12,12	S4,S5	12,12	5
75	21	LEV 6	608					S1,S2	21,21	S3,S4	12,12	S5,S6	12,12	6

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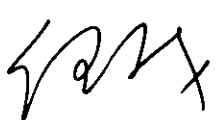

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	I	4691

SUBSIDIARY INDEX

UNIT IDENTIFIER					SUBSIDIARIES								SUB TOTAL
UNIT No.	SHEET No.	FLOOR	Door/Carspace No.	STREET ADDRESS	YARD		BALCONY		CAR SPACE / GARAGE		STORE		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
76	21	LEV 6	601	59 CONSTITUTION AVENUE			S1,S2	21,21	S3,S4	13,13	S5	13	5
77	21	LEV 6	602				S1	21	S2,S3	12,12	S4	12	4
78	21	LEV 6	603				S1	21	S2,S3	14,14	S4	14	4
79	21	LEV 6	604				S1	21	S2	13	S3	13	3
80	22	LEV 7	703				S1,S2	22,22	S3	13			3
81	22	LEV 7	704				S1,S2	22,22	S3	12			3
82	22	LEV 7	701				S1,S2	22,22	S3	12			3
83	22	LEV 7	702				S1,S2	22,22	S3	13			3
84	15	GRND	G04						S1	12			1
85	15	GRND	G01						S1	14			1
86	15,16	GRND,LEV 1	G09						S1	13			1
87	15,16	GRND,LEV 1	G10						S1,S2	14,14			2
88	15,16	GRND,LEV 1	G11						S1,S2	14,14			2
89	15,16	GRND,LEV 1	G12						S1,S2	14,14			2
90	15,16	GRND,LEV 1	G13						S1	14			1

Xi He Celestial Development No4 Pty Ltd 169977655 Sole Director  Registered Proprietor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	1	4691

LEGEND

CLASS A UNIT BOUNDARIES & FLOOR AREAS ARE TO THE CENTRELINE OF WALLS, UNLESS NOTED OTHERWISE. THE WALL CENTRELINE WAS ESTIMATED TO DETERMINE THE UNIT FLOOR AREA. IN ANY MULTI-STOREY UNITS, THE STAIRS ARE INCLUDED IN THE UNIT AREA, ON EACH FLOOR. THE FLOOR AREA IS SHOWN FOR THE PURPOSE OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE. ALL AREAS ARE APPROXIMATE & MAY CONTAIN COLUMNS & SERVICE DUCTS, WHICH ARE COMMON PROPERTY.

ALL BUILDINGS ARE MULTI STOREY CONCRETE & BRICK

B DENOTES BALCONY
 C DENOTES CAR SPACE ABOUT 14m² IN AREA, UNLESS SHOWN OTHERWISE.
 CC DENOTES SUBSIDIARY BOUNDARY THROUGH COLUMN CENTRE LINE
 CF DENOTES SUBSIDIARY BOUNDARY ALONG COLUMN FACE
 CP DENOTES COMMON PROPERTY
 G DENOTES GARAGE
 LB DENOTES LETTER BOXES (COMMON PROPERTY)
 PB DENOTES PLANTER BOX (COMMON PROPERTY)
 R DENOTES METAL STORE ROOM ABOUT 3m² UNLESS NOTED OTHERWISE
 SLAB DENOTES CONCRETE SLAB
 WC DENOTES WASTE CHUTE (COMMON PROPERTY)
 WE DENOTES WASTE ENCLOSURE (COMMON PROPERTY)
 WF DENOTES WALL FACE
 WR DENOTES WASTE RECYCLING STORE (COMMON PROPERTY)
 US DENOTES UTILITIES AND SERVICES (COMMON PROPERTY)
 Y DENOTES YARD
 SCP DENOTES STAIRS

YARD SUBSIDIARY BOUNDARIES ARE ALONG THE OUTSIDE FACE OF BUILDING WALLS & CENTRELINE OF DIVIDING FENCES, UNLESS SHOWN OTHERWISE

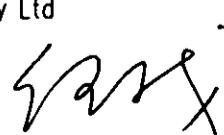
YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UNDERSIDE OF THE ABOVE UNIT'S FLOOR SLAB. YARDS ARE LIMITED IN DEPTH TO THE TOP OF ITS HARDSTAND


BALCONIES ARE LIMITED IN HEIGHT FROM THE RESPECTIVE BALCONY FLOOR, TO THE PROJECTION OF THE UNDERSIDE OF THE UNIT ABOVE OR TO 3m ABOVE THE RESPECTIVE BALCONY FLOOR, WHICHEVER IS LOWER.

CAR SPACE SUBSIDIARY ARE ABOUT 14m² UNLESS SHOWN OTHERWISE. WHERE CAR SPACE SUBSIDIARY BOUNDARIES ABUT STRUCTURES, THE LONG BOUNDARIES ARE PARALLEL TO EACH OTHER, UNLESS SHOWN OTHERWISE. WHERE CAR SPACE SUBSIDIARY BOUNDARIES DO NOT ABUT STRUCTURES, CAR SPACE SUBSIDIARY BOUNDARIES ARE PARALLEL AND PERPENDICULAR TO EACH OTHER. THE DIMENSIONED WIDTH AT THE FRONT OF CAR SPACE SUBSIDIARY BOUNDARIES IS THE SAME AS AT THE REAR. WHERE A CAR SPACE SUBSIDIARY ABUTS A STORAGE ROOM, THE SIDE BOUNDARY OF THE CAR SPACE MAY NOT LINE UP WITH THE SIDE OF THE STORAGE ROOM/CAGE BUT IS DEFINED BY DIMENSIONS FROM WALLS OR COLUMNS, UNLESS NOTED OTHERWISE.

COLUMNS ARE COMMON PROPERTY, ARE SHOWN FOR INFORMATION ONLY AND ARE NOT USED TO DEFINE SUBSIDIARY BOUNDARIES, UNLESS NOTED OTHERWISE.

Xi He
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 169977655
 Sole Director


 Registered Proprietor


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 ACT Planning and Land Authority

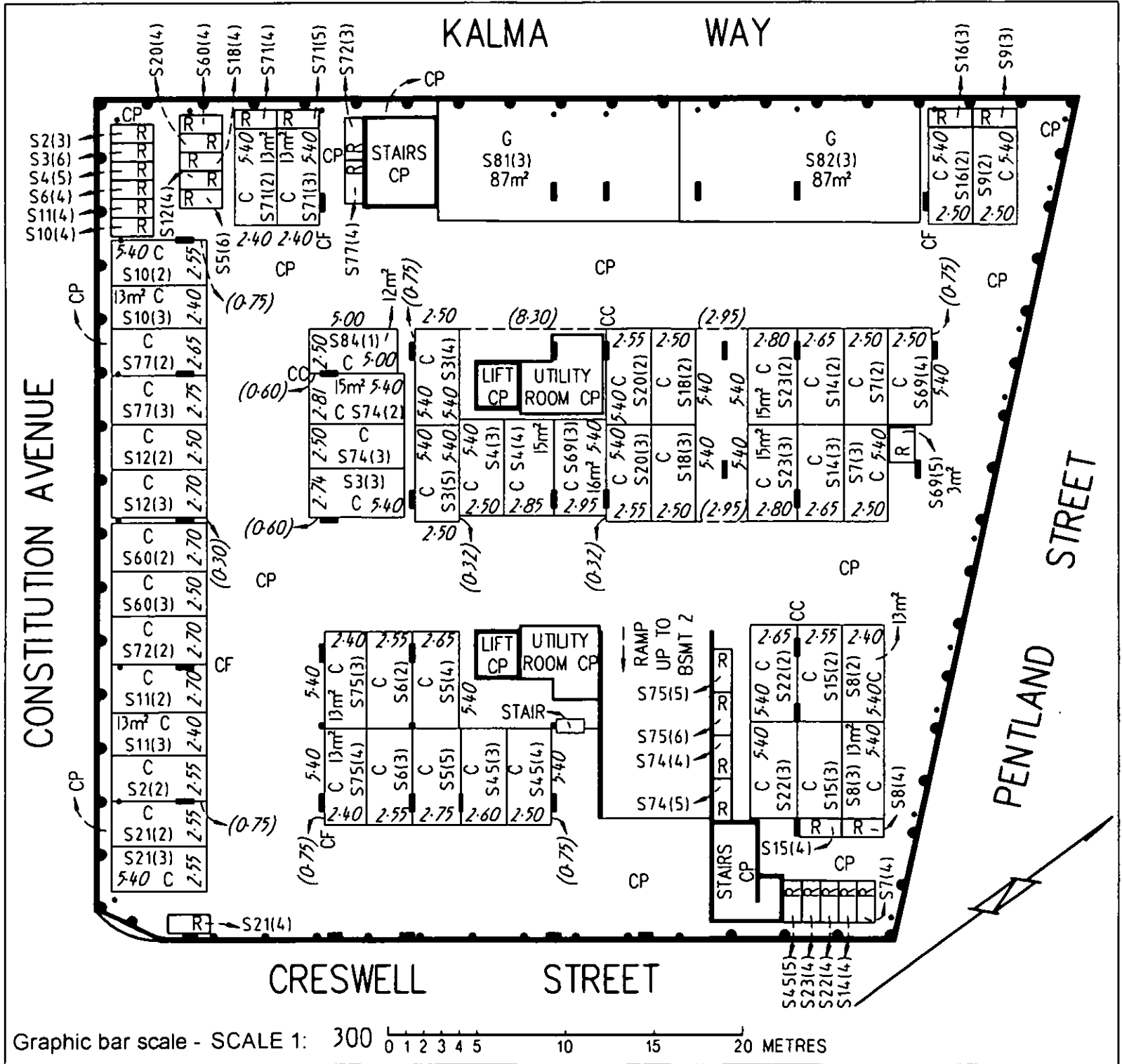
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FLOOR PLAN

Division	Section	Block
CAMPBELL	133	I

UNITS PLAN No.
4691

FLOOR NUMBER BASEMENT 3



Xi He
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[Signature]
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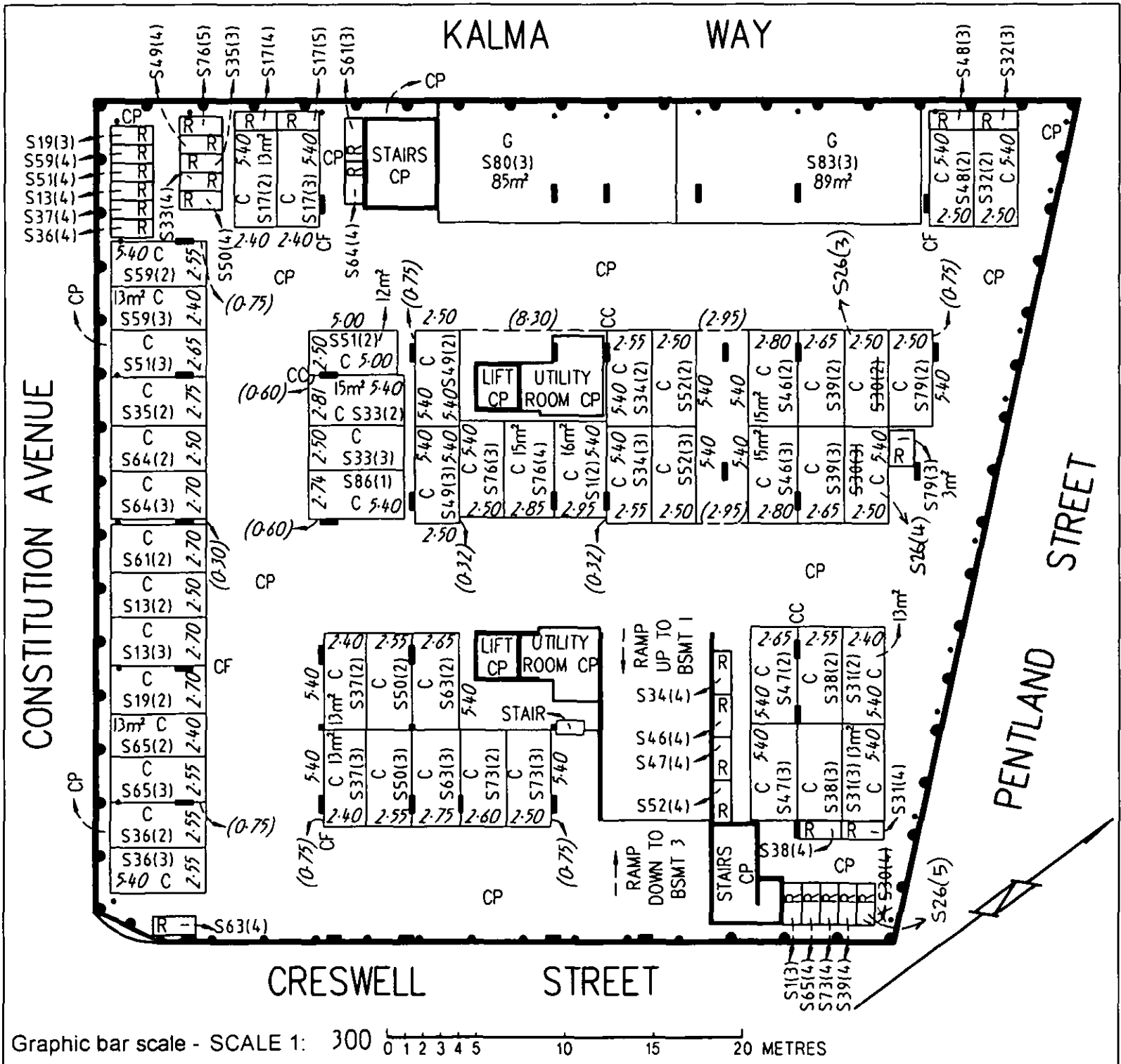
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	1	4691

FLOOR NUMBER BASEMENT 2



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[Signature]
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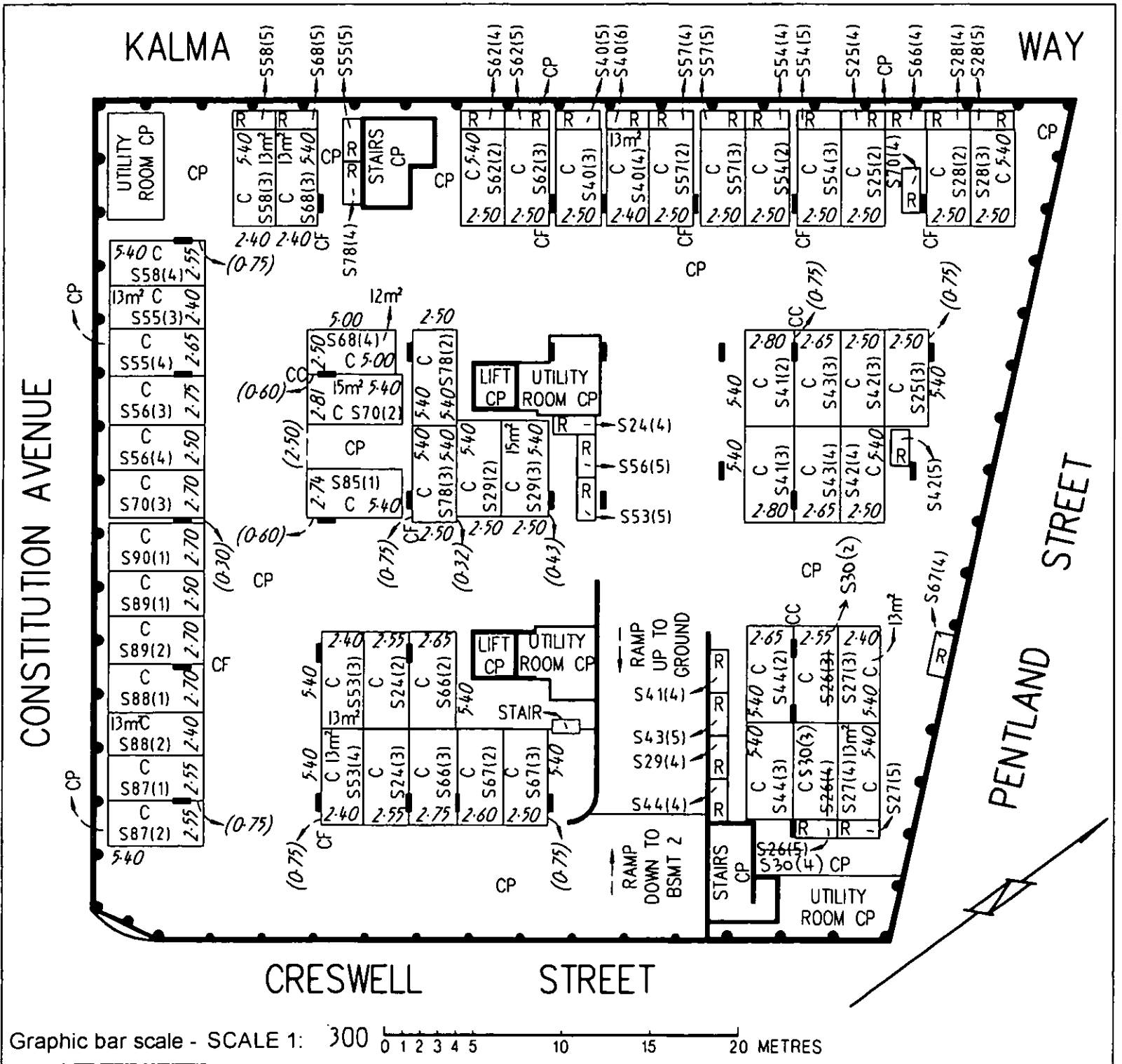
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	I	4691

FLOOR NUMBER BASEMENT 1



Xi He
Celestial Development No4 Pty Ltd
169977655
Sole Director

[Signature]
Registered Proprietor

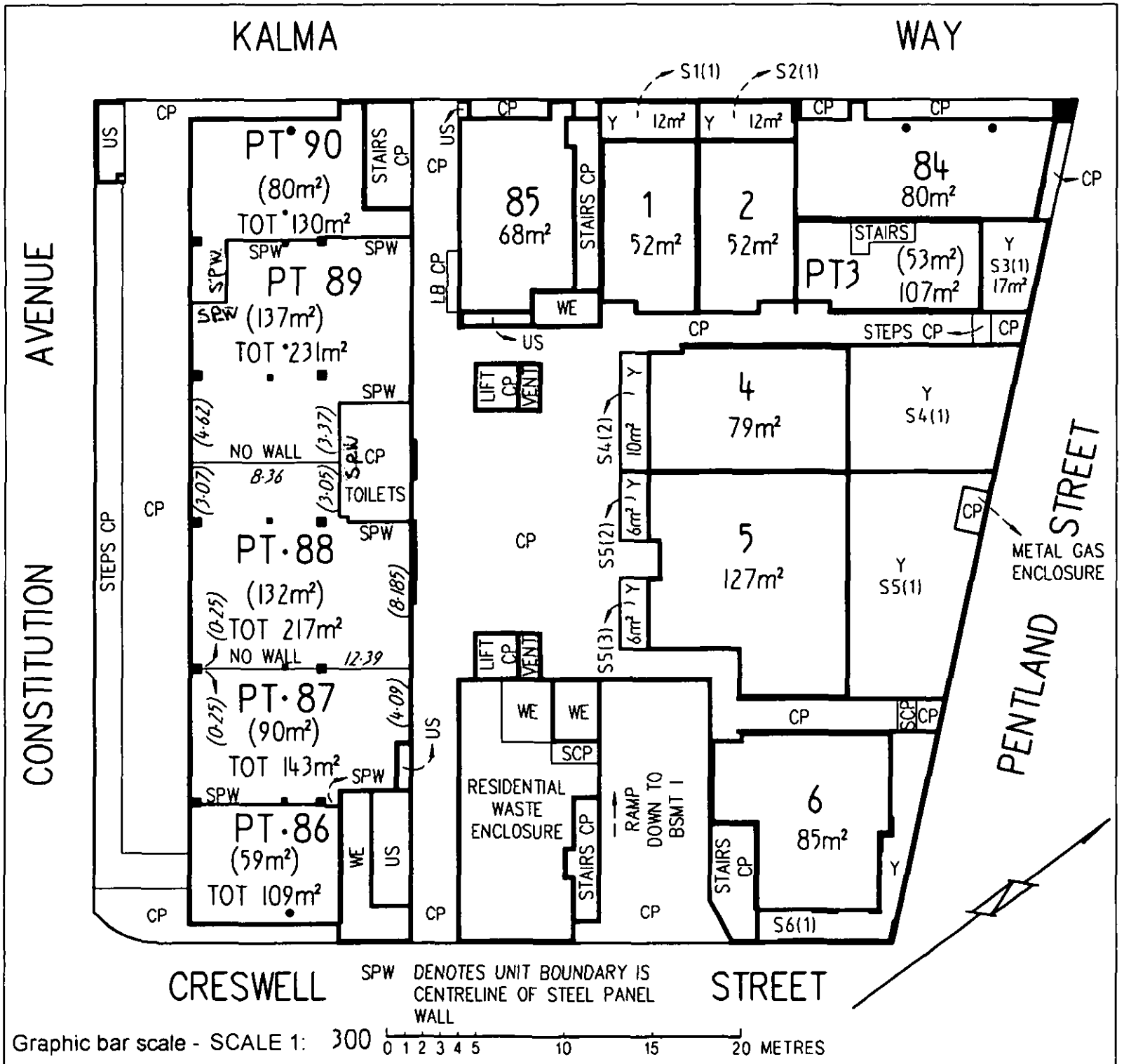
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	I	4691

FLOOR NUMBER	GROUND
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Registered Proprietor

Lyn Tankey
Lyn Tankey / Delegate of the
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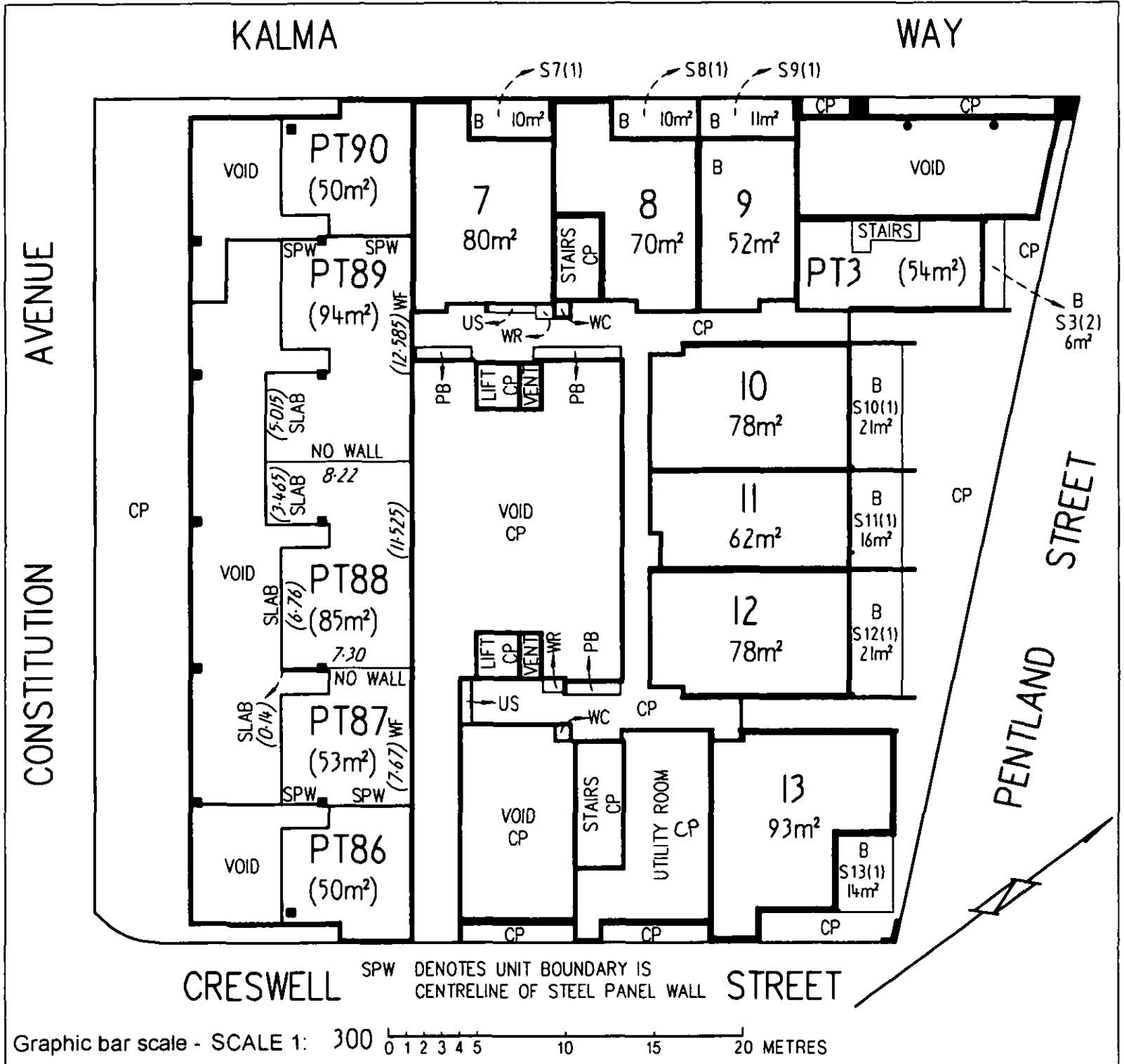
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	I	4691

FLOOR NUMBER	LEVEL I
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Sole Director

Xi He

Registered Proprietor

Lyn Tankey

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ACT Planning and Land Authority

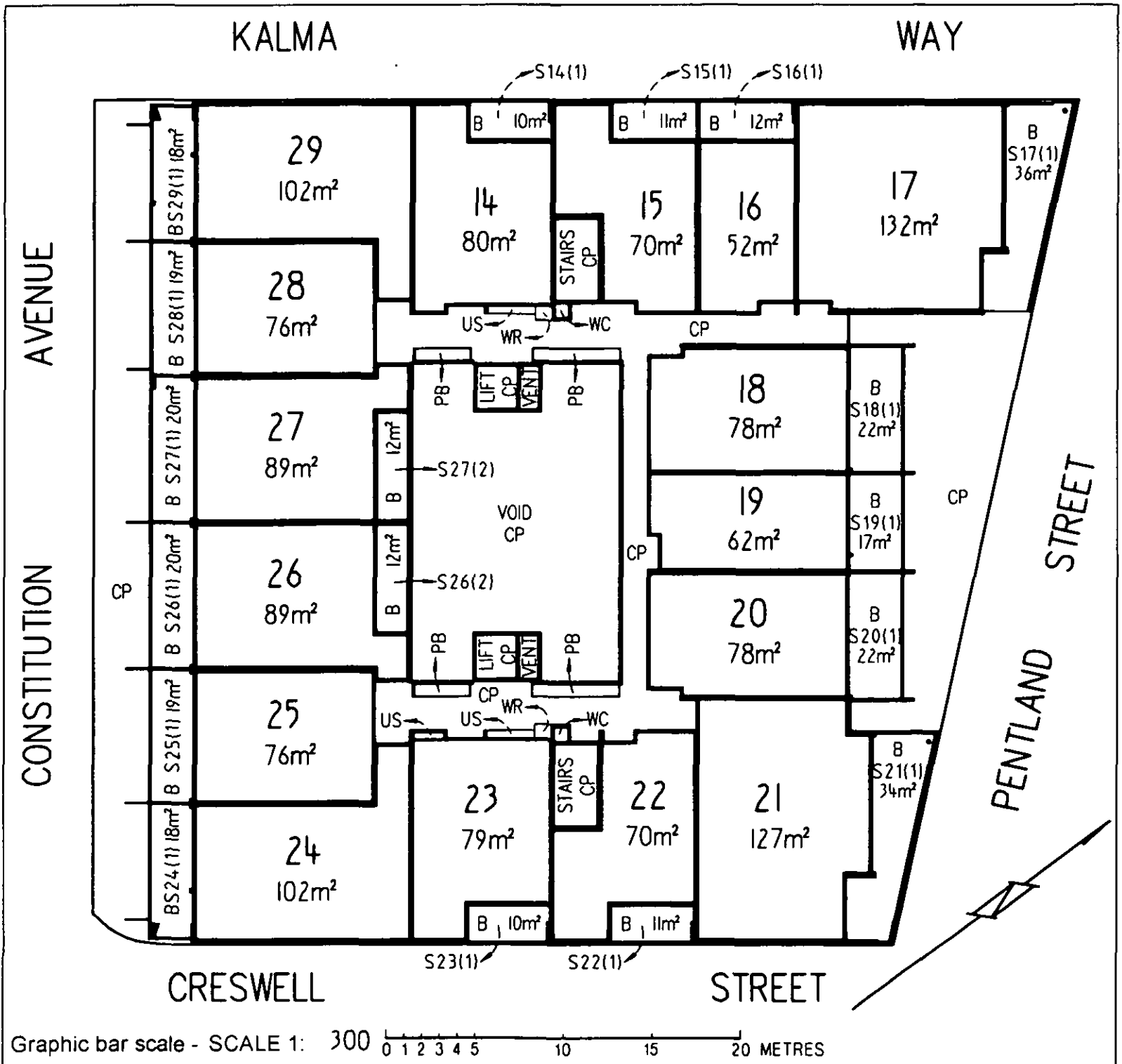
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	I	4691

FLOOR NUMBER	LEVEL 2
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169977655
Sole Director

[Signature]
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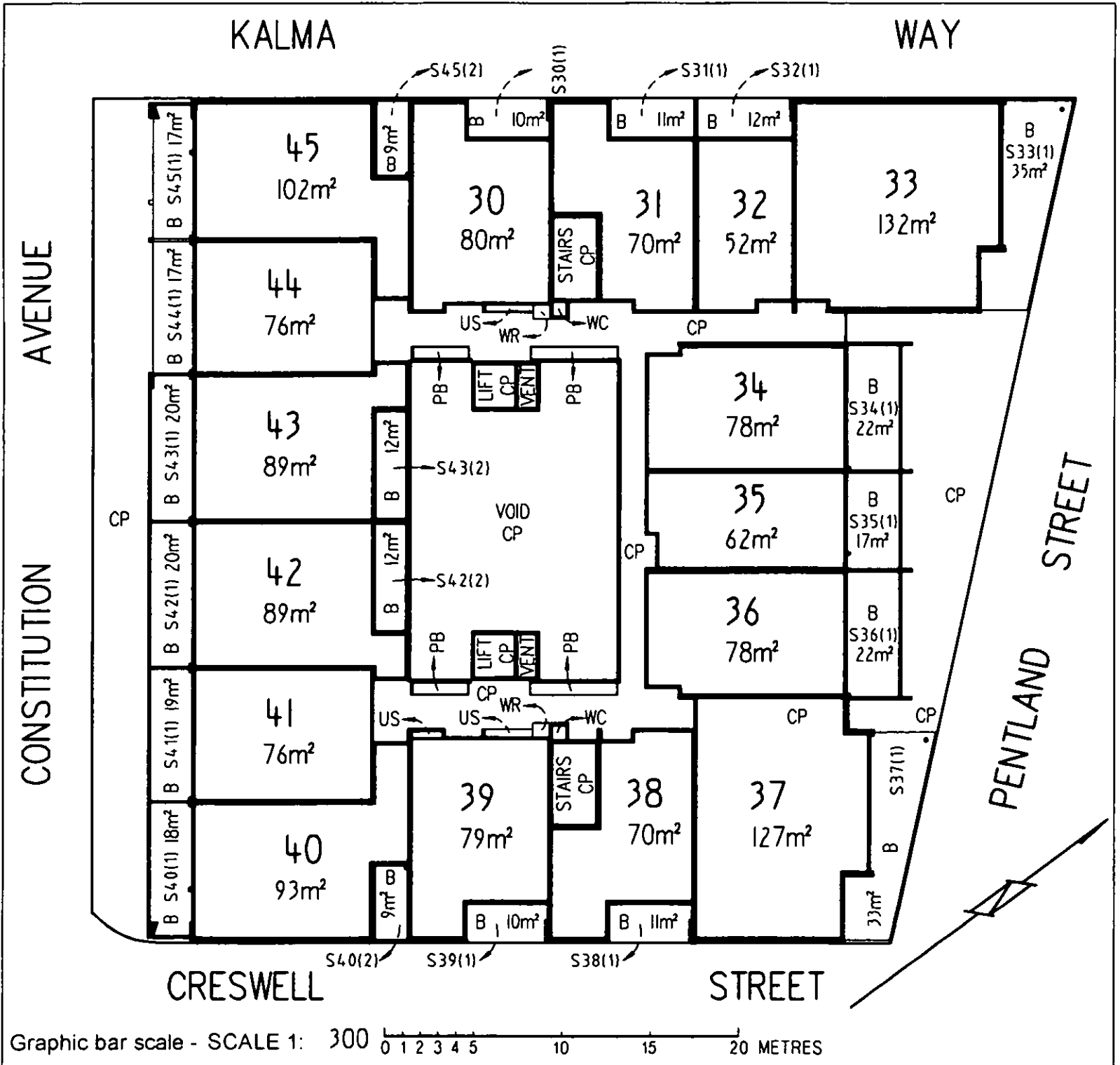
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	I	4691

FLOOR NUMBER	LEVEL 3
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Celestial Development No4 Pty Ltd
169977655
Sole Director

Xi He

Registered Proprietor

Lyn Tankey

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ACT Planning and Land Authority

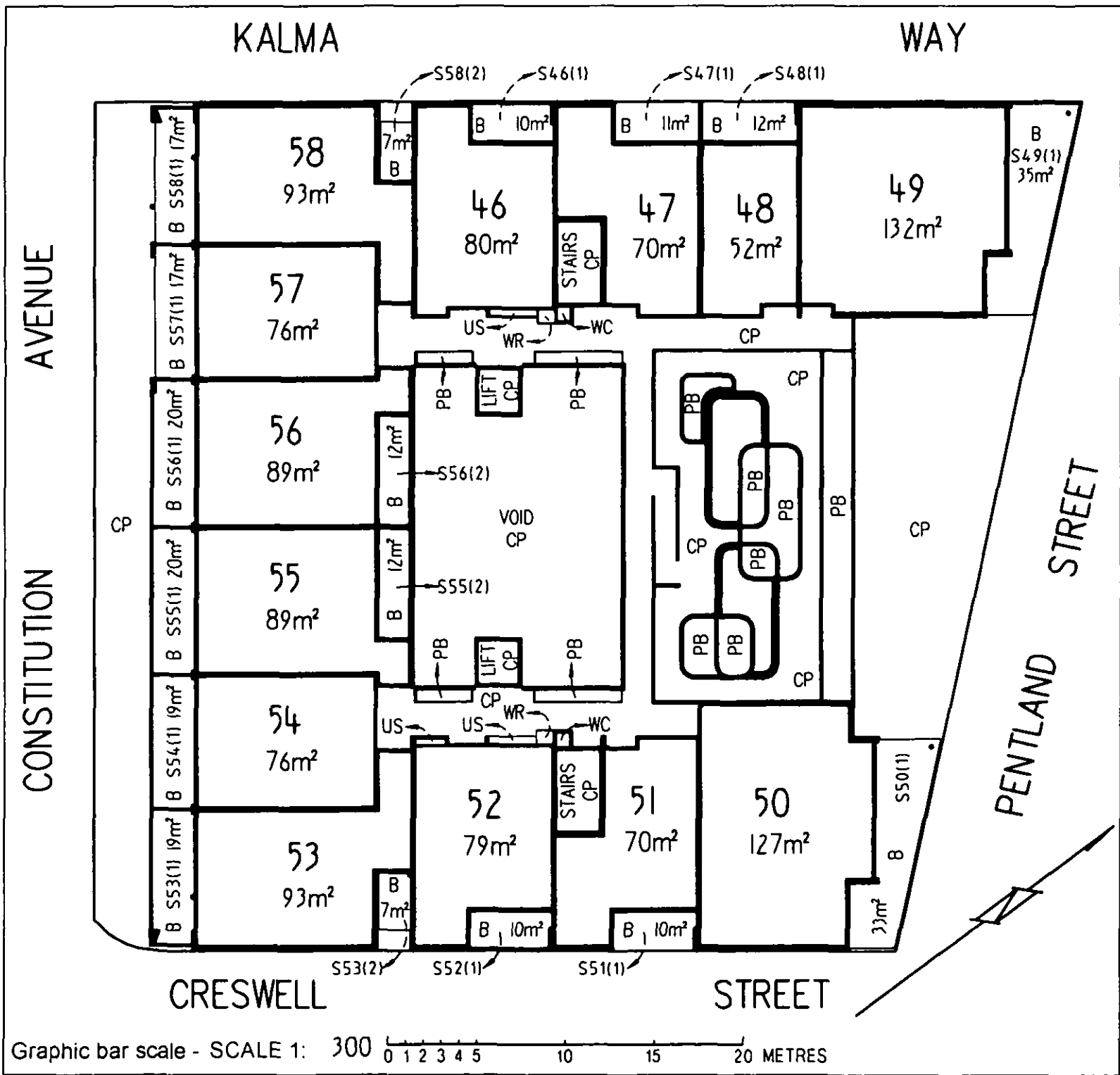
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	I	4691

FLOOR NUMBER	LEVEL 4
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Xi He
Celestial Development No4 Pty Ltd
169977655
Sole Director

[Signature]

Registered Proprietor

[Signature]
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Delegate of the
ACT Planning and Land Authority

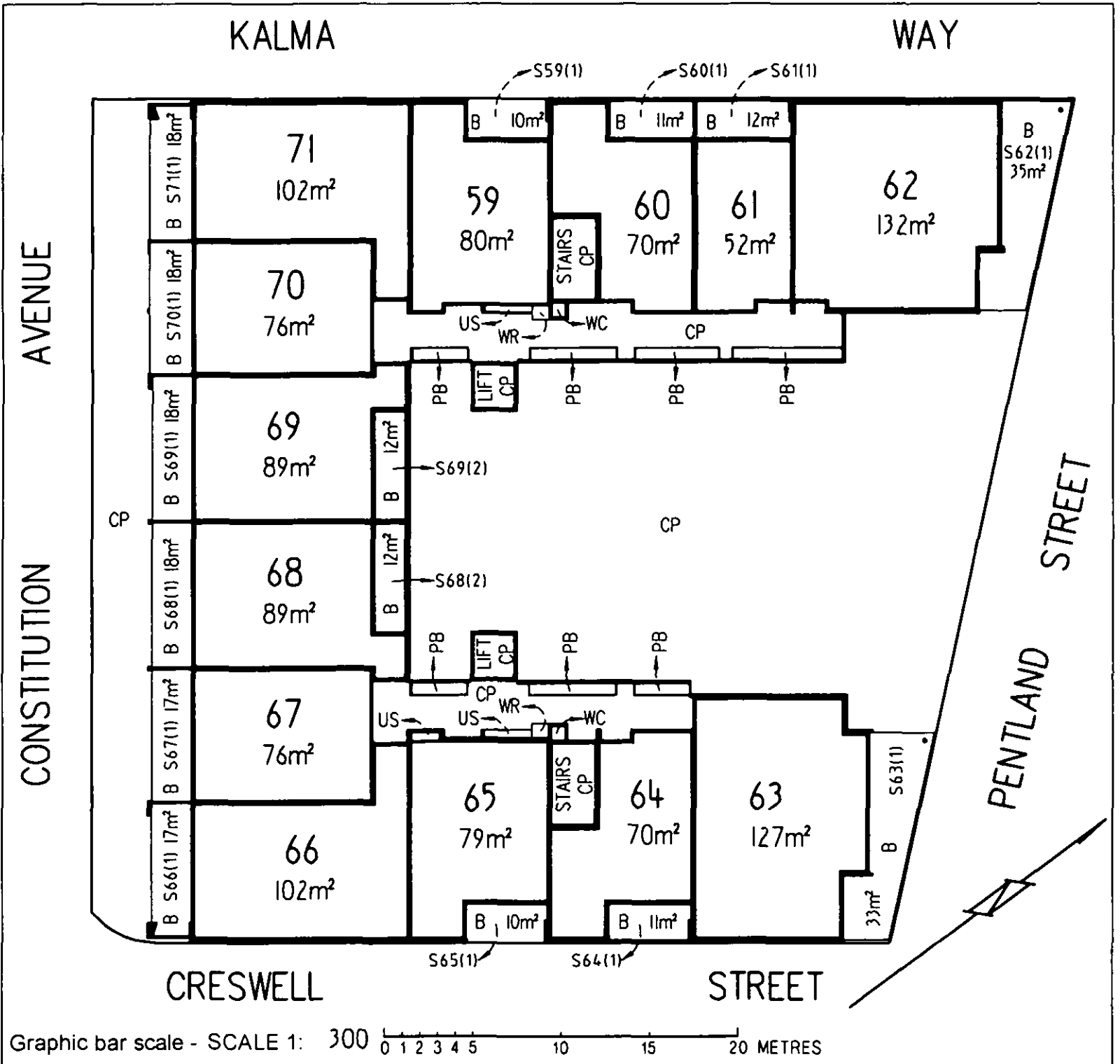
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	1	4691

FLOOR NUMBER	LEVEL 5
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 169977655
 Sole Director
Xi He
 Registered Proprietor

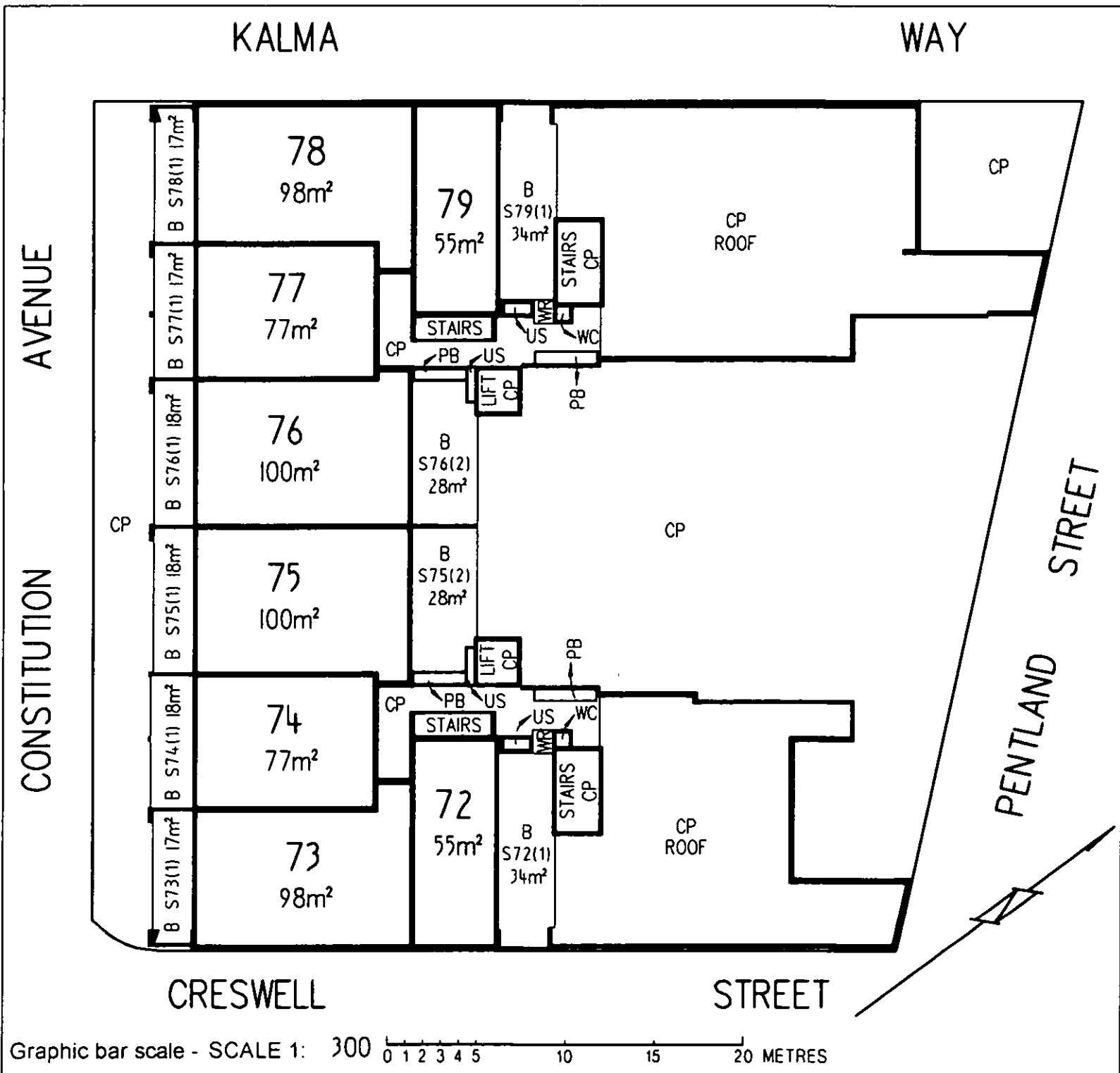
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	I	4691

FLOOR NUMBER LEVEL 6



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169977655
Sole Director

[Signature]
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[Signature]
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ACT Planning and Land Authority

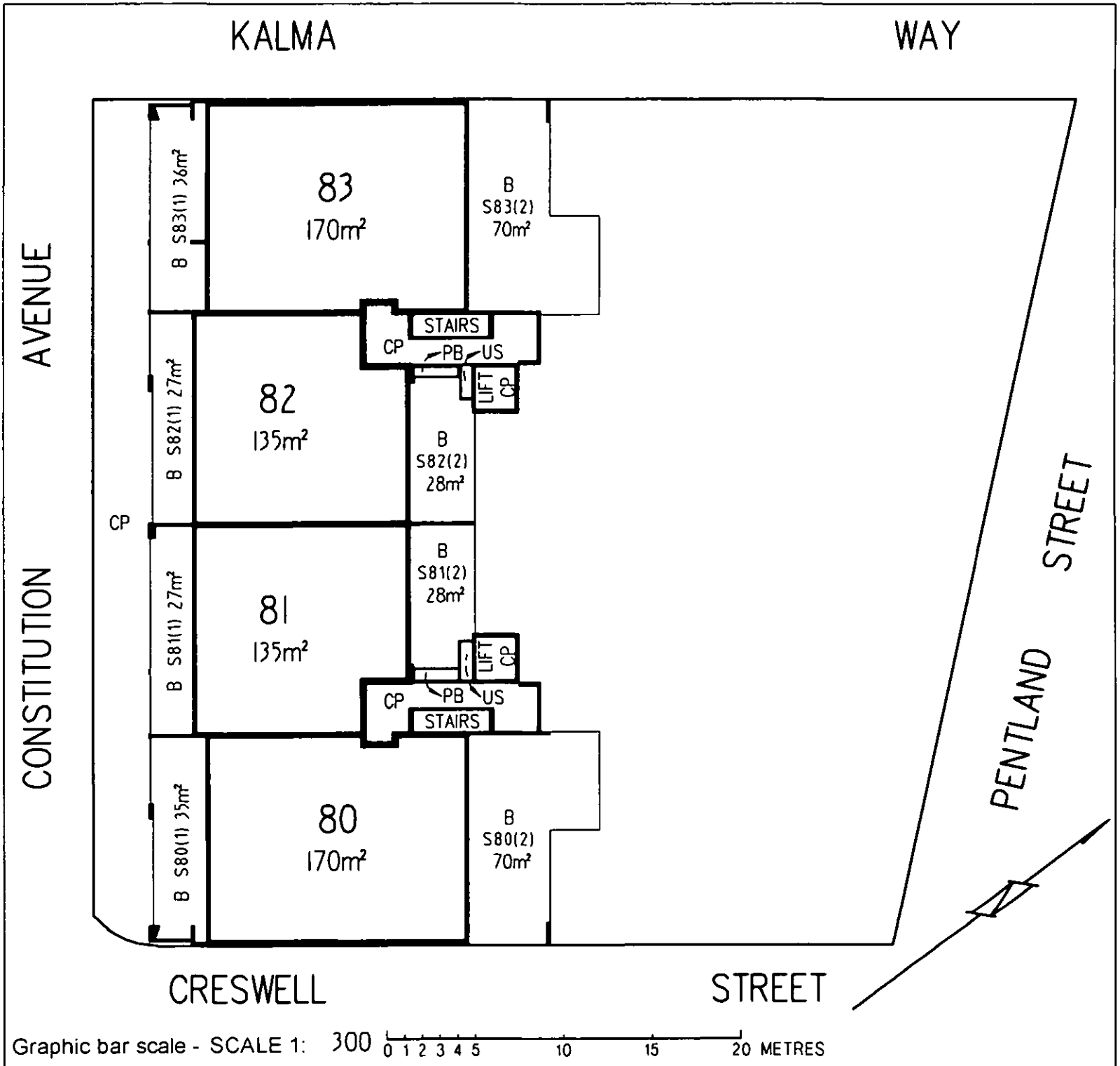
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CAMPBELL	133	I	4691

FLOOR NUMBER	LEVEL 7
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Xi He
Celestial Development No4 Pty Ltd
169977655
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[Signature]
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[Signature]
Lyn Tankey Delegate of the
ACT Planning and Land Authority

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4691

Block 1 Section 133 Division of CAMPBELL

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 third day of June Two thousand one hundred and fourteen. |
| 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 - 90 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: |
| | (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee; |
| | (b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ; |

W

XH

- PURPOSE (c) To use Units 1 to 90 only for one or more of the following purposes:
- (i) administrative use;
 - (ii) bank;
 - (iii) bar;
 - (iv) café
 - (v) club;
 - (vi) commercial accommodation LIMITED to serviced apartment;
 - (vii) co-operative society;
 - (viii) cultural facility;
 - (ix) indoor recreation facility;
 - (x) office;
 - (xi) personal service establishment;
 - (xii) place of assembly;
 - (xiii) residential for not more than eighty three (83) dwellings;
 - (xiv) restaurant;
 - (xv) social/community facility;
- AND ANCILLARY THERETO retail;
- 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 National Capital Authority and the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (f) 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 National Capital Authority;
- HERITAGE (g) That the Lessee shall at its own expense, reduce, manage and mitigate impacts of the development on the parcel of land to the heritage values of the Surrounding Context pursuant to conditions 4(a) – (g) of the EPBC Approval together with the requirements of clause 5 (in relation to the Heritage Impact Statement) and such other conditions as the Minister may require in accordance with that provision;

W XH

- BUILDING SUBJECT TO APPROVAL (h) That the Lessee shall not without the previous approval in writing of the National Capital Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (i) 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 (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- RIGHT OF INSPECTION (k) 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 (l) 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 (m) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building;

(ii) to which the Tree Protection Act 2005, applies;

LAND (n) That the Lessee shall be aware that the parcel of land is subject
SUBJECT TO FLOODING TO FLOODING flooding and that detailed studies of ground conditions and
flooding may be necessary prior to consideration by the National
Capital Authority of any development proposal for this parcel of
land;

MINERALS (o) All minerals on or in the unit and the right to the use, flow
AND WATER AND WATER and control of ground water under the surface of the unit are
reserved to the Territory.

4. The Commonwealth covenants with each of the Lessees of all
the units as follows:

QUIET ENJOYMENT That the Lessee paying the rent and all other money due
and observing and performing the covenants and stipulations on
the part of the Lessee to be observed and performed shall
quietly enjoy the unit without interruption by the Authority or any
person lawfully claiming from or under or in trust for the
Authority.

5. It is mutually covenanted and agreed by the Commonwealth and
each of the Lessees of all the units as follows:

TERMINATION (a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

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- ACCEPTANCE OF RENT (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);
- FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;
- EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "administrative use" means the use of any land, building or other structure for the purpose of a Court, House of Assembly, Territory Administration Centre, City Hall, Information Centre or other civic administration activities;
- (b) "ancillary" means associated with and directly related to, but incidental and subordinate to the predominant use;
- (c) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

- (d) "bank" means any premises used or intended for use for the purpose of carrying on the business of taking custody of money and includes a private trading or saving bank, but does not include a Co-operative Society as herein defined;
- (e) "bar" means any premises or part of a premises primarily used or intended for use for the sale of alcoholic beverages and spirits to members of the public for consumption on the premises, subject to the issue of an on-licence pursuant to the relevant legislation;
- (f) "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;
- (g) "cafe" means any premises used or intended for use for the preparation and sale to the public of food and non-alcoholic beverages for consumption on the premises or elsewhere and includes take-away food, fast food and snack bars and the like;
- (h) "club" means a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and includes premises in respect of which a club licence is held in accordance with the provisions of the relevant liquor licensing regulations;
- (i) "commercial accommodation" means a building or place used for use for the purpose of providing temporary accommodation and includes a hotel, motel, guest house, caravan park/camping ground, serviced apartment, serviced house and the like;
- (j) "co-operative society" means a building society or a credit union formed pursuant to the provisions of the relevant ACT legislation;
- (k) "cultural facility" means a building or place used or intended for use for the purpose of cultural activities and may include a library, museum, theatre, concert hall, art gallery other than a gallery operated for the principal purpose of selling or trading in art works;

- (l) "dwelling" means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile and includes outbuilding, if any, that are normal to the enjoyment and exclusive use of the dwelling;
- (m) "EPBC Approval" means the approval titled 'Mixed use development within Campbell Section 5, ACT (EPBC 2012/6292)' issued under Section 130(1) and 133 of the Environment Protection and Biodiversity Conservation Regulations 2000 (C'th);
- (n) "Heritage Impact Statement" has the same meaning as in the EPBC Approval;
- (o) "indoor recreation facility" means a recreation facility devoted to facilities and equipment for indoor recreation purposes, including squash courts, indoor sports stadium, fitness centre, gymnasium and the like;
- (p) "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;
- (q) "Minister" means the minister responsible for the Environment Protection and Biodiversity Conservation Regulations 2000 (C'th);
- (r) "National Capital Authority, means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the


Australian Capital Territory (Planning and Land Management) Act 1988 (Cth);

- (s) "National Capital Plan" means the National Capital Plan prepared by the National Capital authority under Part III of the Australian Capital Territory (Planning and Land Management) Act 1988 (C'th);
- (t) "office" means any premises used for the purpose of administration (including commercial and public administration), and clerical, technical, professional or like business activities;
- (u) "personal service establishment" means any premises used or intended for use for the purposes of barbering, skin care, non-professional health and/or body care, photography, and like activities, but does not include any premises used or intended for use for a purpose elsewhere herein specifically defined;
- (v) "place of assembly" means a building or place used for the following entertainment purposes:
 - (i) a trade fair or exhibition;
 - (ii) an auditorium or convention centre;
 - (iii) reception rooms, including any premises not being part of a hotel, managed by a proprietor, and available for the use of parties on formal or ceremonious occasions, but not for unhosted use on general occasions for entertainment purposes;
- (w) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (x) "residential" means the use of the parcel of land for the primary purpose of providing shelter for human habitation together with such outbuildings as are incidental to and ordinarily associated with the residential use of the parcel of land;
- (y) "restaurant" means a building or place used for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed to sell liquor and whether or not entertainment is provided. The use includes tea rooms, cafes, bistros and the like;

- (z) "retail" means the selling of goods and providing personal services in any quantity and by any means other than by wholesale and includes retail shops, restaurants, drink establishments, drive-in facilities, bulky retailing, bulk landscape supplies, vehicle sales, service stations, retail plant nurseries and produce markets;
- (aa) "social/community facility" means a building or place used by a public authority or a body of persons associated for the purpose of providing for the social welfare of the community which may include:
- (i) meeting rooms, neighbourhood centres, recreation, child minding (including care and ancillary education), cultural activities, social functions and the like;
 - (ii) a community club being a building or place used by persons sharing like interests, but not including a licensed club;
- whether or not that building or place is used for another purpose including associated administration;
- (bb) "Surrounding Context" has the same meaning as in the EPBC Approval;
- (cc) "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);
- (dd) "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;
- (ee) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (ff) words in the singular include the plural and vice versa;
- (gg) words importing one gender include the other genders;

(hh) 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 First day of July 2019.


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

LESSEE: **CELESTIAL DEVELOPMENT NO. 4 PTY LIMITED**
A.C.N. 169 977 655

XI HE
Sole Director



Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4691

Block 1 Section 133 Division of CAMPBELL

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 third day of June Two thousand one hundred and fourteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4691 ("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 National Capital Authority and the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping carparking 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;

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- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping carparking or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the National Capital Authority and the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (i) That the Owners Corporation shall 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 National Capital Authority;

- (j) That the Owners Corporation shall at its own expense, reduce, manage and mitigate impacts of the development on the parcel of land to the heritage values of the Surrounding Context pursuant to conditions 4(a) – (g) of the EPBC Approval together with the requirements of clause 5 (in relation to the Heritage Impact Statement) and such other conditions as the Minister may require in accordance with that provision.
 - (k) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation's 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 National Capital Authority;
 - (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) That the Owners Corporation shall be aware that the parcel of land is subject to flooding and that detailed studies of ground conditions and flooding may be necessary prior to consideration by the National Capital Authority of any development proposal for this parcel of land;
 - (n) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:

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- (i) the Authority;
- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "EPBC Approval" means the approval titled 'Mixed use development within Campbell Section 5, ACT (EPBC 2012/6292)' issued under Section 130(1) and 133 of the Environment Protection and Biodiversity Conservation Regulations 2000 (C'th);
- (d) "Heritage Impact Statement" has the same meaning as in the EPBC Approval;
- (e) "Minister" means the minister responsible for the Environment Protection and Biodiversity Conservation Regulations 2000 (C'th);
- (f) "National Capital Authority; means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (Cth);
- (g) "National Capital Plan" means the National Capital Plan prepared by the National Capital authority under Part III of the Australian Capital Territory (Planning and Land Management) Act 1988 (C'th);
- (h) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4691';
- (i) "premises" means the parcel of land and any building or other improvements on the parcel of land;

- (j) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (k) "Surrounding Context" has the same meaning as in the EPBC Approval;
- (l) "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);
- (m) "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;
- (n) words in the singular include the plural and vice versa;
- (o) words importing one gender include the other genders;
- (p) 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.

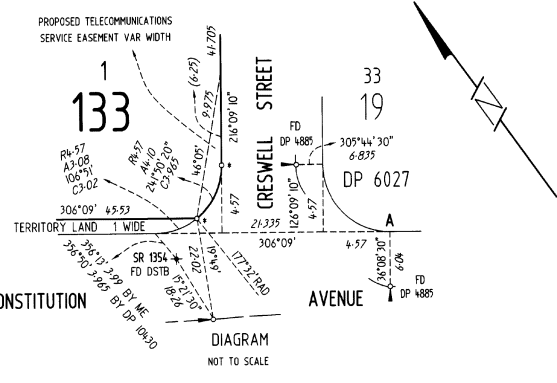
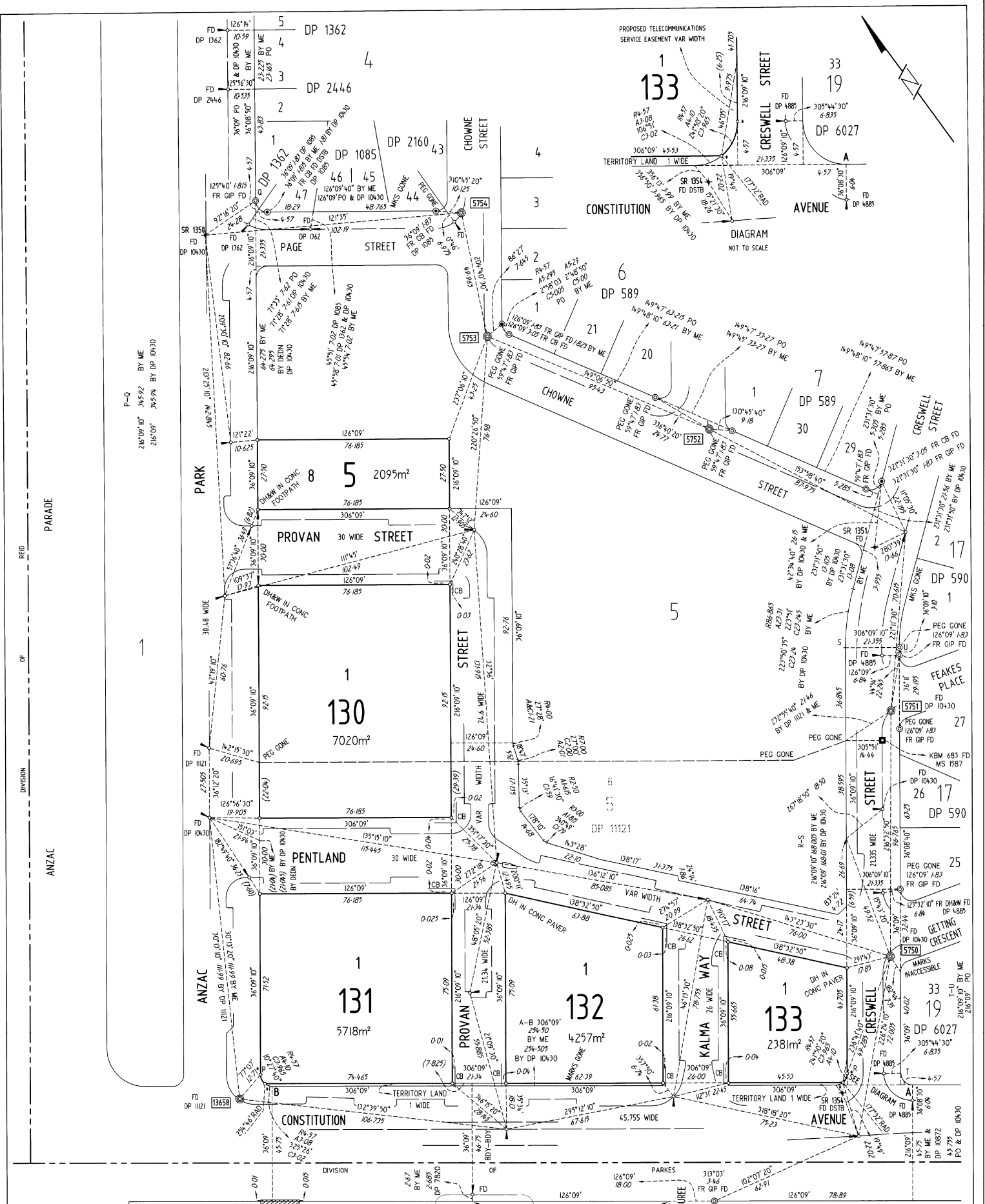
Dated this.....First..... day of.....July.....2019.


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

LESSEE: **CELESTIAL DEVELOPMENT NO. 4 PTY LIMITED**
A.C.N. 169 977 655

XI HE
Sole Director





* Denotes PEG GONE REPLACED
 CB Denotes CONCRETE PAVING

REFERENCE MARKS

- ⊙ Denotes GIP in road 1.83 radially from TP
- ⊙ Denotes CB in road 1.83 radially from TP
- ⊙ Denotes PLAQUE IN KERB
- ⊙ Denotes DEEP DRIVEN ROD
- ⊙ Denotes DH&W IN KERB
- ⊙ (Except as otherwise shown)

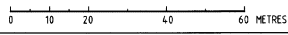
NOTE
 All Easements are 2.5 metres wide (Except as otherwise shown)
 Azimuth: A-B (Strom)
 Field Books:
 Surveyor's Ref : 11120

I, WILLIAM ROBERT CAMPBELL of LANDDATA SURVEYS Pty Ltd CANBERRA a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 20 JANUARY 2015
 (Signature) *W.R. Campbell* 5-3-2015
 Surveyor registered under the Surveyors Act 2007.

I certify that this plan is the plan prepared in accordance with the Districts Act 2002
 (Signature) *Neil Brown* 5-03-2015
 Surveyor-General of the ACT

PLAN OF
BLOCK 8 SECTION 5, BLOCK 1 SECTION 130, BLOCK 1 SECTION 131, BLOCK 1 SECTION 132 & BLOCK 1 SECTION 133
BEING A SUBDIVISION OF BLOCK 6 SECTION 5
DIVISION: CAMPBELL
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY
 SCALE 1:800

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the 10th day of March 2015 at 11 minutes past 10 o'clock in the forenoon
 Approved: *[Signature]*
 Registrar-General
 DEPOSITED PLAN
11289
 AMENDS DP 11121



X20754



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LAND TITLES

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Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Vantage Strata	PO BOX 206, Civic Square ACT 2608	1800 878 728

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2413 20	CAMPBELL	133	1	4691

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

THE OWNERS CORPORATION RULES ARE TO BE AMMENDED IN ACCORANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 28TH MAY 2020 AND RESOLVED BY THE OWNERS CORPORATION.

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	

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

Signature <i>Brittany Durand</i>	Signature <i>Melissa Coles</i>
Full Name (Block Letters) BRITTANY DURAND	Full Name (Block Letters) MELISSA COLES
Address 90/43 CONSTITUTION AVE REID ACT 2612	Address 90/43 CONSTITUTION AVE REID ACT 2612
Office Held STRATA MANAGER	Office Held OFFICE MANAGER

OFFICE USE ONLY

Lodged by <i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion <i>[Circled]</i>
Data entered by <i>[Signature]</i>		
Registered by <i>[Signature]</i>	Registration Date	- 4 SEP 2020

VANTAGE STRATA

BUILDING ▲ TRUST

UNITS PLAN 4691, 'SIENA', 59 CONSTITUTION AVENUE,
CAMPBELL

Owners Corporation Rules

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 1 Section 133 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) *Common Property* as defined by the *Unit Title Act 2001*
- (e) *Executive Committee* means the executive committee of the owners corporation established under the Act.
- (f) *Executive Committee Representative* means a person authorised in writing by the executive committee under rule 11(d).
- (g) *Manager of the Owners Corporation* means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (h) *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.
- (i) *Owners Corporation* means the owners corporation established for the units plan for the Building.
- (j) *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 25.
- (k) *Territory* means the Australian Capital Territory.
- (l) *Unit* means a unit subsidiary.
- (m) *Unit Owner* means the registered proprietor of the lease of the Unit and includes a part-owner.
- (n) *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.
- (c) The word "includes" in any form is not a word of limitation.
- (d) In the event of any inconsistency between these Rules and relevant legislation, the legislation prevails.
- (e) A reference to a 'balcony' includes a reference to a 'courtyard'.

2. Payment of rates and taxes by Unit Owners

A Unit Owner must pay all rates, taxes and any other amount payable for the Unit.

3. Repairs and Maintenance

- (a) A Unit Owner must ensure that the unit is kept 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.
- (c) The Owner's Corporation must carry out any work in relation to the Common Property and do anything else in relation to the Common Property that is required by a Territory law.
- (d) All work undertaken must be to a standard to ensure compliance with any Territory law.

4. Erections and Alterations

4.1. General

- (a) An Occupier shall not erect or alter any structure in or on a Unit or Common Property 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.
- (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 minor changes to a Unit or Common Property that do not alter or otherwise impact the Building e.g. hanging pictures.
- (c) A Unit Occupier must 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.
- (f) Where the Executive Committee considers that a request may substantively impact the aesthetic or structure of the Unit Owner, the matter is to be referred to the Owners Corporation for decision.

4.2. Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, Unit Occupier must not:
 - (i) install fixed fly screens or security screens on the Unit balcony or Unit entry doors; or
 - (ii) make any alteration or modification to their Unit or balcony doors or windows,without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.
- (b) For the purposes of rule 4.2(a)(ii):

An alteration or modification does not include the installation of a pet door, deadlocks or peepholes subject to that it does not:

 - (i) impede the safe emergency exit from the Unit or Common Property and
 - (ii) effect the fire protection provided by the door/s, to the Unit and/or Common Property and
 - (iii) negatively impact the warranty and effectiveness of the door.
- (c) If requested by the Manager of the Owners Corporation or Executive Committee, a Unit Occupier 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.
- (d) A Unit Owner or Occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.



- (e) 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.

5. Use of Common Property

- (a) A Unit Occupier 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 Occupier of another Unit.
- (b) Specifically, a Unit Occupier must not:
 - (i) store any items on the Common Property, other than small ornamental objects that do not obstruct fire exits, such as pot plants;
 - (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 Occupier or an animal in their control soils or dirties any part of the Common Property, the Occupier must clean that part of the Common Property at the Occupier's cost and expense.
- (d) Requests for temporary and minor use of the Common Property must be submitted to the Owners Corporation for consideration by the Executive Committee. Decisions are to be provided in writing. Approval may be withdrawn by the Executive Committee in writing where stated conditions are not met.
- (e) Other requests for use of the Common Property are to be submitted to the Owners Corporation for consideration by the Executive Committee.

6. Use of Unit—hazardous use

- (a) A Unit Occupier must not use a unit, or permit it to be used, so as to cause a hazard to an Occupier of another Unit.
- (b) A Unit Occupier must not store any hazardous, dangerous or flammable materials in a Unit or on a balcony.
 - (i) For the purposes of clarification, this does not include chemicals liquids, gases or other material used or intended to be used for domestic purposes in the Unit such as household cleaning products in quantities that would be considered reasonable for maintenance of a residential property.



7. Use of Unit—nuisance or annoyance

- (a) A Unit Occupier must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an Occupier of another Unit.
- (b) A dispute between Unit Occupant as to whether a use causes a nuisance or substantial annoyance to an Occupant 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 Occupant 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 Occupier 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 Occupier 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.
 - (iii) If appropriate the Executive Committee may seek advice or refer matters to the ACT Government for measuring or resolution of any complaints.

8.2. Floor coverings

- (a) A Unit Occupant 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 Occupant must not alter or substitute the floor covering of a Unit with any material which may emit noise causing a nuisance or disturb the Occupant 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.

9. Use of Unit—Illegal

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

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 who must confirm 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:**



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- (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 must 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 may elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, Unit Owners must 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 may elect the new Executive Committee by ordinary resolution.
- (b) **Should between 3 and 7 nominees received:**
 - (i) At the AGM Unit Owners may elect these nominees to the new Executive Committee by ordinary resolution.
- (c) **Should 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 38, 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.
 - C. At the AGM, the current Executive Committee must count the votes of the Unit Owners (obtained through all methods of voting). Up to seven nominees with the largest



number of votes will be elected members of the new Executive Committee.

- D. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, Unit Owners must vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee, or determine that neither is to be elected; and
 - E. If less than 3 nominees receive votes, a further round of voting must 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 is to be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.
- (ii) 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.

11. What may an Executive Committee Representative do?

- (a) In accordance with the Act, 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, the committee must advise the Unit Owner by issuing a 'Rule Infringement Notice' of the Committee's concerns and require the Unit Owner to rectify or respond to the concerns. Where required, a representative of the Executive Committee may inspect the Unit to investigate the suspected breach;
 - (ii) following a resolution of the Executive Committee, 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 must only enter 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 that Unit into another and causing damage 2) an external glass window is dislodged and likely to fall 3) access required by a member of the emergency services in the course of their duties, these examples are not exhaustive.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

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.

13. Damage to Common Property

- (a) A Unit Occupier 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) may become a debt payable by the Unit Occupier to the Owners Corporation on demand.

14. Vehicles

14.1. Parking of Vehicles

- (a) A Unit Occupier must only park or stand Vehicles in the vehicle spaces allocated to their Unit.
- (b) A Unit Occupier must not park, stand or intrude any Vehicle in the vehicle spaces allocated to other Units unless the owner of that vehicle space or spaces has given their consent



- (c) A Unit Occupier 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

14.2. Use of vehicle spaces

- (a) A Unit Occupier must not use a vehicle space in such a way that causes safety, risk, nuisance or annoyance to other Occupants or which poses a safety risk.

14.3. Leasing of Car Spaces

- (a) A Unit Occupier may lease a person their car space Unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission, which will not be unreasonably withheld, may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the basement.

15. Balconies and Windows

15.1. Balconies

- (a) A Unit Occupier may erect a temporary clotheshorse or rack on a balcony.
- (b) A Unit Owner must not:
 - (i) store possessions not usually situated on a balcony on the balcony; or
 - (ii) erect a screen, awning, pergola or other item on the balcony,
 - (iii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings;so they are visible from outside the Building, or from other Units.
- (c) This rule does not apply to a unit Occupier's use of a balcony if the Executive Committee has given the Occupier 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 .

15.2. Window treatments

- (a) A Unit Occupier must ensure that the external facing side of window treatments used in their Units (such as blinds, curtains, drapes etc.) is consistent with the external aesthetics of the building and must be only



coloured white, cream, grey, black or natural timber when viewed from outside the Unit, unless otherwise approved by the Executive Committee.

- (b) Windows adjacent to the entry of a Unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A Unit Occupier 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 Occupier 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 Executive Committee on behalf of the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - A. that glass or part of the glass cannot be accessed by the Unit Occupier safely or at all
 - (ii) At a minimum the Owners Corporation are to ensure windows are cleaned at a minimum annually.
- (c) It is the responsibility of the Unit Occupier 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.

17. Smoking

- (a) A Unit Occupier must not smoke any cigarette, cigar or other product on the Common Property, basement car parks, balconies or on any other part of the Building where smoking is not permitted.
- (b) Smoke from smoking inside a Unit should be contained within the Unit and should not permeate into the common areas or externally to the Unit, where it can cause a nuisance to other residents.
- (c) Unit Occupiers are responsible for their visitors adhering to this rule.

18. Air Conditioning

18.1. Air Conditioning

- (a) Unit Owners acknowledge that the air conditioning system in the Unit is the property of the Unit Owner.



- (b) All Unit Owners will be responsible for the repair and maintenance of the air conditioning system that services their Unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the Common Property.
- (c) The property manager will provide access to air conditioning plant located on Common Property for the purposes of carrying out scheduled or unscheduled maintenance however the Owners Corporation is not responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant) unless otherwise associated with an insurance claim.
- (d) All Unit Owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1. Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the Domestic Animals Act 2000 (ACT).
- (b) For the avoidance of doubt any damage to Common Property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2. No animals unless permitted

- (a) An animal may only be kept in a Unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a Unit Occupier must make a written application to the Executive Committee prior to keeping the animal in the Unit. Applications are available from the Manager of the Owners Corporation; and
 - (ii) permission may be given subject to stated conditions.
- (b) When determining whether to give permission to keep an animal, the Executive Committee must not unreasonably withhold permission. The Executive Committee shall consider:
 - (i) the likelihood that the animal will cause nuisance to other Unit Owners;
 - (ii) the likelihood that the animal will cause damage to the Common Property;
 - (iii) the type and size (at the time of the request and at maturity) of the animal; and



- (iv) the number of animals proposed by the owner to be kept in a Unit.
- (c) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other Unit Occupiers, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The Unit Occupier must remove the animal within 30 days of permission being withdrawn.

19.3. Animals and Common Property

- (a) A Unit Occupier must:
 - (i) ensure animals cannot be heard by other Unit Occupiers outside the Unit (particularly at night);
 - (ii) keep all animals within the Unit, except when it is being taken into or out of the Unit;
 - (iii) keep the animal to be caged or on a leash when it is being taken into or out of the Unit or traversing Common Property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the Common Property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on Common Property and take any further action required to clean these areas that have been soiled by the animal.

20. Planter Boxes & Plants

- (a) A Unit Occupier 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 Occupier 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 be a debt payable by the Unit Occupier to the Owners Corporation on demand in accordance with rule 13.

21. Provision of amenities or services

21.1. Amenities and Services

- (a) The Executive Committee, on behalf of 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 Occupiers:
 - (i) window and common area cleaning;
 - (ii) upgrades to improve Unit Occupier and visitor safety and security;



- (iii) a common arrangement for maintenance of air conditioning plants at the cost and option of Unit Occupiers;
 - (iv) Building lift services;
 - (v) electricity, water or gas supply;
 - (vi) telecommunication services (e.g. internet or cable television);
 - (vii) entry gates, and
 - (viii) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 21.1 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.

21.2. Access

- (a) The Executive Committee on behalf of 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
- (b) Occupiers must give access to their Unit on reasonable notice for these purposes. Notice shall be given in writing unless access is required urgently.

22. 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 Occupiers must give access to their Unit on reasonable notice for these purposes.
- (c) A Unit Occupier may nominate another person to facilitate access to their Unit.

23. Security

23.1. 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 tag 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 tags or keys or other security devices to the Manager of the Owners Corporation when they vacate the Unit.



- (c) A Unit Occupier must not copy any security tag or key or other security device.
- (d) Security tags or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a Unit Occupier must pay for any additional or replacement tag or key or device.
- (e) A Unit Occupier must report a lost or stolen security key or tag to the Manager of the Owners Corporation as soon as practicable.

23.2. Security Equipment

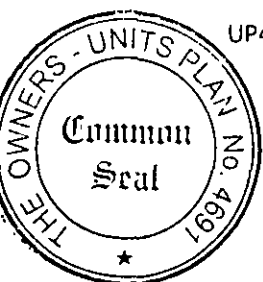
- (a) The Executive Committee on behalf of the Owners Corporation may install and operate in the Common Property audio visual security cameras and other audio visual surveillance or security equipment for the security of the Building in accordance with any security policy established under Rule 25.
- (b) A Unit Occupier 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.
- (c) Where security cameras or surveillance or security equipment are installed in common areas, appropriate signage will be installed to alert Occupiers and visitors that areas are subject to surveillance.

23.3. Security of Common Property

- (a) A Unit Occupier 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;
 - (ii) reporting the loss of any security card or key or other security device; and
 - (iii) taking care at pedestrian and car access points to prevent "tailgating" and potential access by persons who are not Occupiers.

24. Fire Control & Building Policies

- (a) The Unit Occupier must comply with all relevant laws about fire control and Rule 2.4 above, and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The Unit Occupier must, on reasonable notice, if applicable provide access to the Unit to permit the regular inspection and servicing of the fire safety equipment.



25. 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.

26. Signage and Advertising

- (a) Unit and commercial property Occupiers are not permitted to display or fit any signs, sandwich boards or other advertising material in any visible external windows to their Unit or on the Common Property (including 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 26(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.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
 - (i) the antennas are servicing the whole Building; and/or
 - (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.

28. 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 Occupier (including the recovery of a debt owed to the Owners Corporation), the Unit Occupier 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.



29. Overloading of balconies & floors

- (a) A Unit Occupier must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the Common Property and their Unit.
- (b) The maximum floor loading and maximum load limits in the Common Property and the Units is 200 kilograms per square metre.

30. Moves In/Out of Unit

30.1. Notice

- (a) A Unit Owner or their agent must provide the Manager of the Owners Corporation with a minimum of 5 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 vehicle/s in Kalma Way can be arranged. Vehicles must not park in front of the service entrance on Creswell Street.
- (b) Moves in or out of Units must only be undertaken between 8am to 6pm Monday to Saturday.

30.2. Protection Materials

- (a) The Owners Corporation, the Manager of the Owners Corporation, or the Building Manager shall provide and arrange installation, where possible, of 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.
- (c) Any reasonable costs associated with provision and installation of internal coverings for the lift shall be the responsibility of the Unit Occupant.

30.3. Damage

- (a) Any damage caused to Common Property, including to the lift/s, must be repaired at the Unit Occupier's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s.

31. Rubbish Disposal

- (a) A Unit Occupier 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;

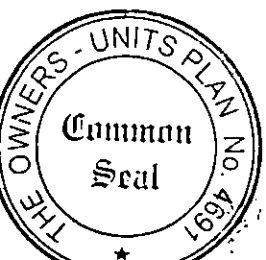


- (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the Common Property;
 - (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (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;
 - (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; and
 - (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. Packaging materials including polystyrene, cardboard and other materials must not be disposed of down the waste chute.
- (b) Unit Occupiers must comply with the directions from time to time of the Building Manager, Manager of the Owners Corporation or the Executive Committee as to the manner of disposal of garbage.
 - (c) Nothing in this rule 31 requires a Unit Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
 - (d) Despite this rule 31, a Unit Occupier must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the Common Property. Each Unit Owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
 - (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a Unit Occupier contrary to this rule 31 shall be a debt payable by the Unit Occupier to the Owners Corporation on demand.

32. Storage Areas

A Unit Occupier shall:

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



- (b) be responsible for the repair of any damage caused to the storage area of the Unit and Common Property as the result of the use of the storage area.
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is recommended that articles of value are not stored in these areas.
- (e) insure the contents of any storage area / cage / Unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.

33. Common Recreational Area (Located on Level 4)

33.1. Common Property

- (a) The common recreational area is Common Property and for the benefit of all Unit Owners.
- (b) Unit Occupiers must report any damage or faults with the common recreational area to the Manager of the Owners Corporation.

33.2. Use

- (a) Use of the common recreational area is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) The common recreational area is only to be used from 7am to 10pm daily, or as otherwise notified or approved by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit Occupiers must ensure they comply with all applicable laws applying in the Territory when using the common recreational area.
- (d) Unit Occupiers using the common recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) Exclusive use of the common recreational area can be approved on application to the Executive Committee and may be granted subject to conditions. Approval may be withdrawn, subject to that.:
 - (i) The common recreational area must predominantly be available for general enjoyment by all Unit Occupants; where exclusive use is granted this must not amount to a substantial reduction in general access overall or at particular times; and
 - (ii) The use must not negatively impact the quiet enjoyment of other Unit Occupants and must comply with all other relevant Rules, including noise.



34. Common Car Washing Bay (Located on Basement Level 3)

34.1. Common Property

- (a) The common car washing bay is Common Property and for the benefit of all Unit Occupiers.
- (b) Unit Occupiers must report any damage or faults with the common car washing bay to the Manager of the Owners Corporation.

34.2. Use

- (a) Use of the common car washing bay is subject to rules 5, 7, 13, 14, 17 of these rules.
- (b) Unit Occupiers must ensure they comply with all applicable laws applying in the Territory when using the common car washing bay.
- (c) Unit Occupiers using the common car washing bay must ensure that it is left in a clean and tidy condition after use.

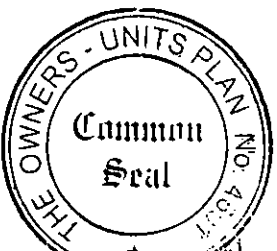
35. Insurance

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 Occupier 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.

36. Electronic Notices

- (a) A Unit Occupier shall:
 - (i) provide the Owners Corporation with an email address to contact the Unit Occupier; 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 Occupier (as updated from time to time), the Unit Occupier 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 Occupier at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.



37. Electronic Meetings

37.1. Attendance

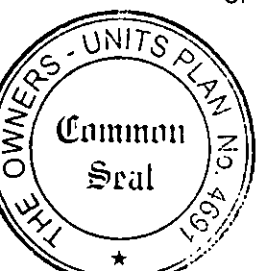
- (a) A Unit Owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("electronic attendance"), provided the Unit Owner is able to:
 - (i)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

37.2. 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.

38. 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.

39. Failure to Comply with Rules

39.1. Entry After Notice

- (a) If the Executive Committee reasonably believes a Unit Owner or Occupier of a Unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a Unit Owner or Occupier reasonable written notice:
- (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the Unit Owner or Occupier with a specified timeframe.
- (b) If a contravention is not remedied by the Unit Owner or Occupier within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a Unit as per 11 above if the entry is required to do any act that a Unit Owner or Occupier should have done under the Act or these rules, but the person has not done or, in the reasonable opinion of the Executive Committee on behalf of the Owners Corporation, has not done properly.
- (c) The Owners Corporation may recover money a Unit Owner or Occupier owes it under these rules as a debt payable on demand.
- (d) The rights of the Owners Corporation under this rule 39.1 are in addition to those that it has under the Act.



39.2. Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 39, the Executive Committee on behalf of the Owners Corporation may charge the Unit Owner or Occupier an administrative fee.
- (b) Any charge levied on a Unit Owner or Occupier will accurately reflect the costs incurred during remediation under rule 39.

40. Commercial Units

40.1. Use of Unit—Commercial or Business

- (a) Unit Owners who undertake a business in a Unit (including AirBnB and serviced apartments) must notify the Executive Committee and the Manager of the Owners Corporation prior to commencing the business.
- (b) The type of business to be undertaken is to be authorised by the relative clause/s outlined in the Crown Lease / Form 4 and Form 5.

40.2. Compliance with Policies

- (a) All Unit Owners and Occupants of commercial Units must comply with any Policies approved by the Executive Committee on behalf of the Owners Corporation pursuant to rule 25, when dealing with the Unit.
- (b) The Executive Committee may approve Policies including but not limited to the following issues:
 - (i) erections and alterations in commercial Units;
 - (ii) commercial signage;
 - (iii) commercial waste removal;
 - (iv) commercial cleaning;
 - (v) grease traps;
 - (vi) exhaust systems;
 - (vii) noise from commercial Units;
 - (viii) commercial deliveries;
 - (ix) use of common areas by patrons or visitor of commercial Units; and
 - (x) safety and security.



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS UP 4691
'SIENA' – 59 CONSTITUTION AVENUE
CAMPBELL, ACT, 2612**

Venue: The Offices of Vantage Strata
90/43 Constitution Avenue
REID ACT

Date: 28 May 2020

Time: 5.30 pm

Present:

B McKenzie	(Unit G02)	H Francis	(Unit 502)
D Kirk & L Scrivener	(Unit G05)	C Robertson	(Unit 504)
A Steffen	(Unit G08)	S Hughes	(Unit 505)
T Hinchley	(Unit 208)	S Larkham	(Unit 507)
M Page	(Unit 211)	W Maher	(Unit 508)
S Kelly	(Unit 215)	D Lucy	(Unit 510)
J Carpenter	(Unit 301)	R Lee	(Unit 511)
M Talbot	(Unit 307)	D Wilkie & E May	(Unit 513)
R Hutchison	(Unit 311)	N Cole	(Unit 602)
I Prickett	(Unit 313)	SLJA BT Pty Ltd	(Unit 603)
J Wilkinson	(Unit 404)	P Davies	(Unit 605)
C Pearce & M Baxter	(Unit 407)	D Foot	(Unit 608)
R Dennis	(Unit 410)	A & S McClelland	(Unit 702)
S Coote	(Unit 412)	S Wolki	(Unit 703)
L Kelly	(Unit 413)		

Proxy Votes:

S Crisp	(Unit G03)	IFO Treasurer
W Grinyer	(Unit 316)	IFO Chairperson

Apologies:

J Evain (Unit 302)

Absentees:

J O'Sullivan (Unit 308) | M1: Abstain; M2: Yes; M3: Yes; M4: Abstain; M5: Yes; M6: Yes; M7: Yes; M8: Yes.

K Williams (Unit 310) | M1: Yes; M2: Yes; M3: Yes; M4: Abstain; M5: Yes; M6: Yes; M7: Yes; M8: Yes.



In Attendance:

Daniel Leskovec
Natalie Forno

Senior Strata Manager, Vantage Strata
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 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.

In order to comply with the requirement of the Unit Titles (Management) Act 2011 the meeting waited 30 minutes before proceeding as a reduced quorum meeting.

CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that Mr A McClelland chair the meeting as the current chair of the Executive Committee and that the proxy votes and absentee votes received be accepted.

CARRIED

ADOPTION OF MINUTES

The Minutes of the Special General Minutes were amended to include the following changes:

Proxy Vote: J Wilkinson (Unit 407) changed to (Unit 404)

Proxy Vote: SLJA BT Pty Ltd (Unit 603) changed to S Crisp (Unit G03)

MOTION 1 (AMENDED): It was **resolved** that the minutes of the Previous First Annual General Meeting and the Special General Meeting be confirmed.

CARRIED

INSURANCE

The Chair addressed the meeting advising that an Insurance Valuation had taken place and had identified that the building at the time was under insured of approximately \$16,000,000. The Executive Committee actioned the amendment of the insurance to bring the building sum insured inline with the insurance valuation report. The Strata Manager to investigate if the excess could be increased to reduce the cost of the premium.

MOTION 2: It was **resolved** 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.

CARRIED



FINANCES

MOTION 3: *It was resolved that the financial accounts for the period from 09/07/19 to 30/04/2020 as presented be accepted.*

CARRIED

BUDGET DISCUSSION

ADMINISTRATION FUND

The meeting was advised that currently only one minor electricity bill had been received following the replacement of the faulty House power meter and sufficient funds had been appointed to allow for the payment of all future bills.

MOTION 5: *It was resolved that the Administration Fund budget of \$312,884.00 (including GST) for the period 09/07/2020 to 08/07/2021 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 09/07/2020, 09/10/2020, 09/01/2021 and 09/04/2021.*

CARRIED

SINKING FUND CONTRIBUTION

MOTION 6: *It was resolved that a contribution of \$44,698.50 (including GST) as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 09/07/2020 to 09/07/2020 to 08/07/2021, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 09/07/2020, 09/10/2020, 09/01/2021 and 09/04/2021.*

CARRIED

HOUSE RULES

The meeting discussed and voted against the following amendments to the House Rules:

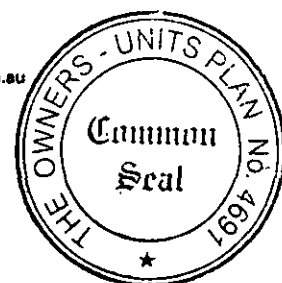
- Rule 15.1 (a). – remove remaining rule after the first balcony – **PASSED**
- Rule 17 (a). Smoking – remove the word balcony – **DEFEATED**

MOTION 7: *It was resolved that the Owners Corporation accepts the proposed House Rules as the Rules for the complex to take effect from the date of this meeting and superseding all rules currently in place.*

CARRIED

EXECUTIVE COMMITTEE ELECTION

The Strata Manager had received 6 nominations for the Executive Committee prior to the meeting and 2 nominations were put forward from the floor to equal 8 nominations having been received. The meeting put this to a vote for the Executive Committee to be made up of 8 members.



MOTION 8 (AMENDED): *It was resolved that the Owners Corporation elects by Special Resolution, an Executive Committee of 8 members from nominations of eligible members.*

C Pearce, M Talbot, P Davies, D Foot, A McClelland, L Scrivener, B McKenzie and W Maher.

CARRIED

GENERAL BUSINESS

Faulty Toilet Door on Ground Floor

The meeting was informed that the defects list compiled by Wise Choice had been sent to the developer which included the lock issue with the toilet doors. The developer is currently reviewing all reported common property defects. The defect list will be available on BuildingLink.

Mr McClelland advised the meeting that JWLand had responded to the inclusion of the insulation in the defect report in relation to the noise from the gym, advising that this is not classified as a defect.

Club Lime Noise Complaints

The meeting discussed the current issue with the noise disturbance being emitted from Club Lime and the vibrations being felt from the weights in Club Lime. The Executive Committee has been looking into this matter and had requested the defects consultant to review the insulation of the building to advise if adequate. Mr McClelland advised that the Owners Corporation may be required to spend funds to engage an engineer to review the matter of the vibrations and the sound being heard from the gym, should no other resolutions be identified.

The meeting was advised that currently there is a similar matter being experienced in the Koben complex. All parties involved in the matter attended a meeting and agreed to keep a running record of all disturbances experienced to discuss between all parties. The Executive Committee of Siena will look this matter.

Side Gates on Pentland Street

Mr McClelland addressed the meeting in regards to the Pentland Street side gates advising that security system currently in place for these gates is being addressed with the developer with the potential of a self-locking mechanism being installed. Currently these gates are not being locked and/or being left open therefore compromising the security of the ground level of the building. Mr Leskovec advised the meeting that correspondence had been received from the developer discussing the fire safety aspect of the self-locking mechanism to ensure egress is enabled in the event of an emergency evacuation. The Strata Manager to arrange temporary signage for the side gates to assist with this issue.

Cleaning Standards of Fairy Cleaning Services

The meeting was advised that currently the cleaning standards of Fairy Cleaning Services are being reviewed by the Executive Committee due to the current state of the ground floor tiles.

Basement Carpark Roller Door

The meeting discussed the operation of the roller door to the basement car park as being inconsistent and noisy. The Strata Manager to arrange this issue to be investigated.



Installation of Security Cameras on Ground Floor of Siena

Funds were included within the proposed budget for the potential of installing security cameras on the ground floor of the complex to increase the security of the complex. This matter is currently being reviewed by the Executive Committee

With no further business to be discussed, the meeting was closed at 7:15pm.





Access Canberra

Chief Minister



SR\$3385315

22/05/2025 07:49:39 Taun L

LAND TITLES

3385315

094 - SR

Land Titles Act 1925

Settlements ACT

LODGING PARTY DETAILS			
Name	GPO Box 2193 CANBERRA ACT 2601 Tel: 0418 058076 sonia@settlementsact.com.au admin@settlementsact.com.au	Customer Reference Number	Contact Telephone Number

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2413:20	CAMPBELL	133	1	4691

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
SPECIAL RESOLUTION	05/09/2024

SUPPORTING DOCUMENTATION (Please select appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal may be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input checked="" type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/> Sealed copy of Alternate Rules <input type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.

**The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By: Daniel Kade Leskovec
Branch Manager

Witnessed By: Carmel Fischer
Administration Manager

for: VANTAGE STRATA

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by	VOI Sighted X.....1.....	Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by	Change of Name by WA	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	Authority to Deal ✓ LMT	Registration Date	29/05/2025

Information collected by the Registrar-General is disclosed to the ACT Revenue Office and Commonwealth Commissioner for tax administration purposes, ACT Government Directorates and other third parties. For more information visit: Access Canberra Privacy - Access Canberra (act.gov.au)

Category 3
Signed by [Signature]
Date 22/5/25





Access
Canberra.

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

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2413/20	CAMPBELL	133	1		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SR	35

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

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4691

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 5 September 2024

Tick applicable box, or both boxes if applicable:

- | | |
|--|--|
| <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). | <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). |
|--|--|

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
5 September 2024	See attached minutes

A4 Owners corporation declaration

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



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

[†] In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A **reduced quorum decision** is a decision of a general meeting of the owners corporation made while a quorum (a **reduced quorum**) smaller than a **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of **reduced quorum decision**, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTA s 3.9 (6) (a), part 3.1, schedule 3).



B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4691
'SIENA'
59 Constitution Avenue/ Kalma, CAMPBELL, ACT, 2612**

Venue: Vantage Strata Level 4, 'DKSN No.2', 23 Challis St, DICKSON, ACT, 2602

Date: Thursday, 5 September 2024

Time: 05:00 PM

Present:

S & J Cardone	(Lot 3)	
C L Page & M L Page	(Lot 21)	
M Talbot	(Lot 33)	
J Wilkinson	(Lot 46)	
C Pearce	(Lot 49)	
L Kelly	(Lot 55)	Proxy – Partial Attendance
D Foot	(Lot 75)	
M Da Silva Salgueiro	(Lot 77)	
J Wolki	(Lot 80)	
A & S McClelland	(Lot 83)	

Chairperson: A McClelland

Additional Attendees: A Machado, Strata Manager, Vantage Strata
A Ong, Trainee Strata Manager, Vantage Strata

Apologies: Nil

Proxies:

P & S Davies	(Lot 72)	IFO	A McClelland	(Lot 83)
L Kelly	(Lot 55)	IFO	A McClelland	(Lot 83)

Absentee Votes:

S Crisp	(Lot 2)	Paper vote – Yes to all motions
K R & M G Vardanega	(Lot 24)	Paper vote – Yes to all motions

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.

CHAIRPERSON, PROXIES AND APOLOGIES

Item 1 :

It was **resolved** that the Owners Corporation appoint A McClelland to be the Chairperson for the purpose of the Annual General Meeting with the meeting beginning at 5.00pm. All proxies, absentees and apologies were acknowledged and accepted.

CHAIRPERSON REPORT

Item 2 :

It was **resolved** that The Chairperson's Report had been addressed during the meeting.

ADOPTION OF MINUTES

Motion 3 Ordinary Resolution:

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

**Passed by Simple Majority
(No dissent noted)**

Secretarial note: One amendment was proposed to correct discussion of 'Cladding' which is recorded under General Business in the last meeting minutes. The clarification should include cladding on the Western side of the building, as well as North and Eastern sides.

INSURANCE VALUATION (Adoption)

Motion 4 Ordinary Resolution:

It was resolved that the Owners Corporation adopt the insurance valuation obtained from QIA Group Pty Ltd and authorise the Managing Agent to utilise the insurance valuation to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.

**Passed by Simple Majority
(No dissent noted)**



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INSURANCE

Motion 5 Special Resolution:

It was **resolved** 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.

Passed by Simple Majority
(No dissent noted)

AUDITED FINANCIALS (Adoption)

Motion 6 Ordinary Resolution:

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 8th of July 2024, a copy of which is attached.

Passed by Simple Majority
(No dissent noted)

AUDITED FINANCIALS

Motion 7 Ordinary Resolution:

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.

Passed by Simple Majority
(No dissent noted)

FINANCIALS (Treasurer's Report)

Motion 8 Ordinary Resolution:

It was **resolved** that the Executive Committee reviewed and accepted the Financial Reports as attached.

Passed by Simple Majority
(No dissent noted)

ADMIN FUND EXPENDITURE BUDGET

Motion 9 Ordinary Resolution:

It was **resolved** that the Administration Fund expenditure budget of \$343,383.00 plus GST for the period 9th of July 2024 to 8th of July 2025 be adopted.



Passed by Simple Majority
(No dissent noted)

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DKSN No. 2, Level 4, Challis Street, Dickson



02 6171 9700

Canberra | NSW



PO Box 919 Dickson ACT 2602



info@vantagestrata.com.au

ACN 602 359 282

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STRATA

6

ADMIN FUND CONTRIBUTION

Motion 10 Ordinary Resolution:

It was resolved that a contribution be determined to the Administration Fund equal to the sum of \$343,383.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 10th of September 2024, 10th of December 2024, 10th of March 2025 and 10th of June 2025.

**Passed by Simple Majority
(No dissent noted)**

SINKING FUND PLAN (Adoption) - ACT

Motion 11 Ordinary Resolution:

It was resolved that the Executive Committee review the current Sinking Fund Plan and consider whether the updating of the plan is necessary. If so, they are delegated the authority by the Owners Corporation to engage a contractor to provide an updated Plan.

Sinking Fund Plan Held

Dated: TBC

Prepared By: TBC

Date To Be Reviewed: TBC

**Passed by Simple Majority
(No dissent noted)**

SINKING FUND EXPENDITURE BUDGET

Motion 12 Ordinary Resolution:

It was resolved that the Sinking Fund expenditure budget of \$9,814.00 including GST for the period 9th of July 2024 to 8th of July 2025 be adopted.

**Passed by Simple Majority
(No dissent noted)**

SINKING FUND CONTRIBUTION

Motion 13 Ordinary Resolution:

It was resolved that a contribution of \$77,585.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 9th of July 2024 to 8th of July 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 10th of September 2024, 10th of December 2024, 10th of March 2025 and 10th of June 2025.

**Passed by Simple Majority
(No dissent noted)**



INVESTMENT OF FUNDS

Motion 14 Special Resolution:

It was **resolved** that the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds in interest bearing investments as considered appropriate.

Passed by Simple Majority
(No dissent noted)

MAINTENANCE PLAN (Review)

Motion 15 Ordinary Resolution:

It was **resolved** that the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.

Passed by Simple Majority
(No dissent noted)

COMMON PROPERTY SAFETY REPORT - (Obtain)

Motion 16 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee to: -

- a) Source a quote/s for a Common Property Safety Report for the common property from a suitably qualified provider.
- b) Give consideration to the quote/s provided and appoint a provider to undertake the formal Common Property Safety Report.
- c) Review the Common Property Safety Report and action any items requiring urgent and immediate attention.

Passed by Simple Majority
(No dissent noted)

Secretarial note: A McClelland (Lot 83) acknowledged that he will review the safety report to be proposed by the Building Manager and define what are the needs to maintain the safety standards for the complex.

DEFECTS

Item 17 :

It was **noted** that Members wished to discuss about building structural defects.

Discolouration of cladding

The point was raised by D Foot (Lot 75) requesting for solution to rectify the issue. A McClelland (Lot 83) acknowledged that the issue has been raised to JWLand and will follow this up further out of session.

Secretarial note: Other points raised related to cleaning were moved to General Business instead.



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DKSN No. 2', Level 4, Challis Street, Dickson



PO Box 919 Dickson ACT 2602



02 6171 9700



info@vantagestrata.com.au

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FIRE SAFETY REVIEW

Item 18 :

It was **noted** 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.

The copy of the Annual Fire Safety Certificate provided from the fire contractor is available in the BuildingLink Library.

Annual Fire Safety Certificate

Dated: 2nd of July 2024

Prepared By: 360 Degree Fire

CONTRACTS

Item 19 :

A McClelland (Lot 83) **acknowledged** the unsatisfactory feedback received regarding cleaning of the common property and he will be organising a meeting with Fairy Cleaning to discuss improving the cleaning service.

Secretarial note: A McClelland (Lot 83) extended an invitation to A Machado, Vantage Strata to join the meeting with Fairy Cleaning.

RULE AMENDMENT (Balconies)

Motion 20 Special Resolution:

*It was **resolved** that the Owners Corporation agrees by Special Resolution to add the following Rule/s for Units Plan 4691.*

**Passed by Simple Majority
(No dissent noted)**

Secretarial note: C Page (Lot 21) shared that at this moment, only 2 units have installed blinds for their units.



RULE (ALTERNATIVE)

Motion 21 Special Resolution:

It was **resolved** that the Owners Corporation resolves by Special Resolution to:-

- a) accept, adopt and adhere to the following Addition to Strata Rule 15.1 (Balconies) rule as part of the rules of the Owners Corporation.
- b) rescind any existing registered rules.
- b) add the alternative rule to the existing consolidated registered set of rules.
- c) register the updated set of consolidated rules with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011.
- d) accept that the updated Owners Corporation rules will supersede and replace all other rules previously in force.
- e) adopt and adhere to the Owners Corporation rules as the Rules of the Owners Corporation.

Passed by Simple Majority
(No dissent noted)

CONTRACTS AND SERVICE AGREEMENTS

Motion 22 Ordinary Resolution:

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.

Passed by Simple Majority
(No dissent noted)

DELEGATIONS AND APPOINTMENTS

Item 23 :

It was **acknowledged** that the Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement.

EXECUTIVE COMMITTEE (Election)

Motion 24 Ordinary Resolution:

It was **resolved** that the Owners Corporation had elected an Executive Committee of between three to seven members from nominations of eligible members.

Passed by Simple Majority
(No dissent noted)

The following nominations were received and accepted:

J Cardone	(Lot 3)
J Nicholl	(Lot 12)
M Page	(Lot 21)
C Pearce	(Lot 49)



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W Maher (Lot 63)
M Salgueiro (Lot 77)
A McClelland (Lot 83)

GENERAL BUSINESS

Item 25 :

Emergency services access

This matter was raised to discuss the possibility of the owner's corporation installing an electronic system that uses a code to open external doors of the complex in case of an emergency. A McClelland (Lot 83) advised that fire & rescue have been provided with access fobs for this purpose. D Foot (Lot 75) further advised that rescue teams and authorised ACT Police do have access fob/keys to buildings which are maintained by them.

Repair work on membranes on the ground floor walkways, garden area and non-metal roof areas.

This matter was raised because an agreement to resolve concerns was rejected by the developer. The developer had previously agreed to a solution with the Executive Committee. Deficiencies in the membranes were identified in the original Defect Report submitted to the developer in 2019. A McClelland (Lot 83) assured that this matter remains on the Defect List and negotiations are continuing.

C5 Meeting Minutes

This matter was raised to start receiving the minutes of the C5 forum. This was addressed by C Page (Lot 21). C Page advised that she would seek clearance to share the meeting minutes separately and would do so once authorised.

Cleaning frequency & efficiency

Other matters raised were mainly surrounding the effectiveness of the cleaning of the common areas which is deemed unsatisfactory. A McClelland advised that the Executive Committee has identified that some common areas need a deep clean to restore the building to a good standard of cleanliness. The Building Manager is currently seeking quotes for the work and it is anticipated that the deep clean will occur in October. As mentioned above, Fairy will be approached to review its cleaning schedule and the adequacy of equipment used for certain areas/surfaces.

CHASE tradies use of the common property toilets

This matter was raised by L Kelly (Lot 55) regarding the unauthorised use of the toilets in the common area. It was advised that staff working in the unit leased by CHASE do have access to these facilities. However, it was noted that some tradies from the building site are also accessing the toilets leaving a mud trail into the building and leaving the toilets in an unsanitary state. A Machado (Vantage Strata) agreed to raise the matter with CHASE.

MEETING CLOSURE

There being no further business the meeting formally closed at **06:13 PM**.



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**UNITS PLAN 4691, 'SIENA', 59 CONSTITUTION AVENUE,
CAMPBELL**

Owners Corporation Rules

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 1 Section 133 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) *Common Property* as defined by the *Unit Title Act 2001*
- (e) *Executive Committee* means the executive committee of the owners corporation established under the Act.
- (f) *Executive Committee Representative* means a person authorised in writing by the executive committee under rule 11(d).
- (g) *Manager of the Owners Corporation* means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (h) *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.
- (i) *Owners Corporation* means the owners corporation established for the units plan for the Building.
- (j) *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 25.
- (k) *Territory* means the Australian Capital Territory.
- (l) *Unit* means a unit subsidiary.
- (m) *Unit Owner* means the registered proprietor of the lease of the Unit and includes a part-owner.
- (n) *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.
- (c) The word "includes" in any form is not a word of limitation.
- (d) In the event of any inconsistency between these Rules and relevant legislation, the legislation prevails.
- (e) A reference to a 'balcony' includes a reference to a 'courtyard'.

2. Payment of rates and taxes by Unit Owners

A Unit Owner must pay all rates, taxes and any other amount payable for the Unit.

3. Repairs and Maintenance

- (a) A Unit Owner must ensure that the unit is kept 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.
- (c) The Owner's Corporation must carry out any work in relation to the Common Property and do anything else in relation to the Common Property that is required by a Territory law.
- (d) All work undertaken must be to a standard to ensure compliance with any Territory law.

4. Erections and Alterations

4.1. General

- (a) An Occupier shall not erect or alter any structure in or on a Unit or Common Property 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.
- (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 minor changes to a Unit or Common Property that do not alter or otherwise impact the Building e.g. hanging pictures.
- (c) A Unit Occupier must 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.
- (f) Where the Executive Committee considers that a request may substantively impact the aesthetic or structure of the Unit Owner, the matter is to be referred to the Owners Corporation for decision.

4.2. Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, Unit Occupier must not:
 - (i) install fixed fly screens or security screens on the Unit balcony or Unit entry doors; or
 - (ii) make any alteration or modification to their Unit or balcony doors or windows,without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.
- (b) For the purposes of rule 4.2(a)(ii):

An alteration or modification does not include the installation of a pet door, deadlocks or peepholes subject to that it does not:

 - (i) impede the safe emergency exit from the Unit or Common Property and
 - (ii) effect the fire protection provided by the door/s, to the Unit and/or Common Property and
 - (iii) negatively impact the warranty and effectiveness of the door.
- (c) If requested by the Manager of the Owners Corporation or Executive Committee, a Unit Occupier 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.
- (d) A Unit Owner or Occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.



- (e) 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.

5. Use of Common Property

- (a) A Unit Occupier 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 Occupier of another Unit.
- (b) Specifically, a Unit Occupier must not:
 - (i) store any items on the Common Property, other than small ornamental objects that do not obstruct fire exits, such as pot plants;
 - (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 Occupier or an animal in their control soils or dirties any part of the Common Property, the Occupier must clean that part of the Common Property at the Occupier's cost and expense.
- (d) Requests for temporary and minor use of the Common Property must be submitted to the Owners Corporation for consideration by the Executive Committee. Decisions are to be provided in writing. Approval may be withdrawn by the Executive Committee in writing where stated conditions are not met.
- (e) Other requests for use of the Common Property are to be submitted to the Owners Corporation for consideration by the Executive Committee.

6. Use of Unit—hazardous use

- (a) A Unit Occupier must not use a unit, or permit it to be used, so as to cause a hazard to an Occupier of another Unit.
- (b) A Unit Occupier must not store any hazardous, dangerous or flammable materials in a Unit or on a balcony.
 - (i) For the purposes of clarification, this does not include chemicals liquids, gases or other material used or intended to be used for domestic purposes in the Unit such as household cleaning products in quantities that would be considered reasonable for maintenance of a residential property.

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7. Use of Unit—nuisance or annoyance

- (a) A Unit Occupier must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an Occupier of another Unit.
- (b) A dispute between Unit Occupant as to whether a use causes a nuisance or substantial annoyance to an Occupant 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 Occupant 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 Occupier 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 Occupier 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.
 - (iii) If appropriate the Executive Committee may seek advice or refer matters to the ACT Government for measuring or resolution of any complaints.

8.2. Floor coverings

- (a) A Unit Occupant 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 Occupant must not alter or substitute the floor covering of a Unit with any material which may emit noise causing a nuisance or disturb the Occupant 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.

9. Use of Unit—Illegal

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

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 who must confirm 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 must 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 may elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, Unit Owners must 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 may elect the new Executive Committee by ordinary resolution.
- (b) **Should between 3 and 7 nominees received:**
 - (i) At the AGM Unit Owners may elect these nominees to the new Executive Committee by ordinary resolution.
- (c) **Should 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 38, 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.
 - C. At the AGM, the current Executive Committee must count the votes of the Unit Owners (obtained through all methods of voting). Up to seven nominees with the largest



number of votes will be elected members of the new Executive Committee.

- D. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, Unit Owners must vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee, or determine that neither is to be elected; and
 - E. If less than 3 nominees receive votes, a further round of voting must 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 is to be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.
- (ii) 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.

11. What may an Executive Committee Representative do?

- (a) In accordance with the Act, 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, the committee must advise the Unit Owner by issuing a 'Rule Infringement Notice' of the Committee's concerns and require the Unit Owner to rectify or respond to the concerns. Where required, a representative of the Executive Committee may inspect the Unit to investigate the suspected breach;
 - (ii) following a resolution of the Executive Committee, 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 must only enter 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 that Unit into another and causing damage 2) an external glass window is dislodged and likely to fall 3) access required by a member of the emergency services in the course of their duties, these examples are not exhaustive.

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

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.

13. Damage to Common Property

- (a) A Unit Occupier 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) may become a debt payable by the Unit Occupier to the Owners Corporation on demand.

14. Vehicles

14.1. Parking of Vehicles

- (a) A Unit Occupier must only park or stand Vehicles in the vehicle spaces allocated to their Unit.
- (b) A Unit Occupier must not park, stand or intrude any Vehicle in the vehicle spaces allocated to other Units unless the owner of that vehicle space or spaces has given their consent



- (c) A Unit Occupier 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

14.2. Use of vehicle spaces

- (a) A Unit Occupier must not use a vehicle space in such a way that causes safety, risk, nuisance or annoyance to other Occupants or which poses a safety risk.

14.3. Leasing of Car Spaces

- (a) A Unit Occupier may lease a person their car space Unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission, which will not be unreasonably withheld, may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the basement.

15. Balconies and Windows

15.1. Balconies

- (a) A Unit Occupier may erect a temporary clotheshorse or rack on a balcony.
- (b) A Unit Owner must not:
 - (i) store possessions not usually situated on a balcony on the balcony; or
 - (ii) erect a screen, awning, pergola or other item on the balcony,
 - (iii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings;so they are visible from outside the Building, or from other Units.
- (c) This rule does not apply to a unit Occupier's use of a balcony if the Executive Committee has given the Occupier 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 .
- (d) **Subject to the prior approval of the Executive Committee,** external blinds may be installed on balconies. Approval can be expected when:
 - (i) Blinds are retractable; and



- (ii) Blinds and cassettes are hidden when viewed externally when retracted; and
- (iii) Blinds when fully opened are anchored at their bottom edge, to prevent damage to the building; and
- (iv) The blind material and colour matches prior installations (i.e. the "coal" colour from the Helio 86 range is approved https://www.helioscreen.com.au/pdf/Helio86_TechSpec.pdf);
(Note: the Helio brand is not mandated but the blind chosen should be of similar weave and colour to that specified in the Helio Tech Spec); and
- (v) Blinds are to be kept in clean and good working condition at all times. Any broken/damaged/weathered blinds are to be replaced immediately, so not to compromise the quality and/or overall aesthetic of the Siena building; and
- (vi) The cost of repairing any damage caused to the building by blinds will be the responsibility of the unit holder. This includes all circumstances and weather events, and whether the blind is open or closed at the time that damage occurs.

15.2. Window treatments

- (a) A Unit Occupier must ensure that the external facing side of window treatments used in their Units (such as blinds, curtains, drapes etc.) is consistent with the external aesthetics of the building and must be only coloured white, cream, grey, black or natural timber when viewed from outside the Unit, unless otherwise approved by the Executive Committee.
- (b) Windows adjacent to the entry of a Unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A Unit Occupier 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 Occupier 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 Executive Committee on behalf of the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - A. that glass or part of the glass cannot be accessed by the Unit Occupier safely or at all
 - (ii) At a minimum the Owners Corporation are to ensure windows are cleaned at a minimum annually.
- (c) It is the responsibility of the Unit Occupier 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.

17. Smoking

- (a) A Unit Occupier must not smoke any cigarette, cigar or other product on the Common Property, basement car parks, balconies or on any other part of the Building where smoking is not permitted.
- (b) Smoke from smoking inside a Unit should be contained within the Unit and should not permeate into the common areas or externally to the Unit, where it can cause a nuisance to other residents.
- (c) Unit Occupiers are responsible for their visitors adhering to this rule.

18. Air Conditioning

18.1. Air Conditioning

- (a) Unit Owners acknowledge that the air conditioning system in the Unit is the property of the Unit Owner.
- (b) All Unit Owners will be responsible for the repair and maintenance of the air conditioning system that services their Unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the Common Property.
- (c) The property manager will provide access to air conditioning plant located on Common Property for the purposes of carrying out scheduled or unscheduled maintenance however the Owners Corporation is not responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant) unless otherwise associated with an insurance claim.
- (d) All Unit Owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1. Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the Domestic Animals Act 2000 (ACT).



- (b) For the avoidance of doubt any damage to Common Property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2. No animals unless permitted

- (a) An animal may only be kept in a Unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a Unit Occupier must make a written application to the Executive Committee prior to keeping the animal in the Unit. Applications are available from the Manager of the Owners Corporation; and
 - (ii) permission may be given subject to stated conditions.
- (b) When determining whether to give permission to keep an animal, the Executive Committee must not unreasonably withhold permission. The Executive Committee shall consider:
 - (i) the likelihood that the animal will cause nuisance to other Unit Owners;
 - (ii) the likelihood that the animal will cause damage to the Common Property;
 - (iii) the type and size (at the time of the request and at maturity) of the animal; and
 - (iv) the number of animals proposed by the owner to be kept in a Unit.
- (c) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other Unit Occupiers, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The Unit Occupier must remove the animal within 30 days of permission being withdrawn.

19.3. Animals and Common Property

- (a) A Unit Occupier must:
 - (i) ensure animals cannot be heard by other Unit Occupiers outside the Unit (particularly at night);
 - (ii) keep all animals within the Unit, except when it is being taken into or out of the Unit;
 - (iii) keep the animal to be caged or on a leash when it is being taken into or out of the Unit or traversing Common Property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the Common Property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on Common Property and take any further action required to clean these areas that have been soiled by the animal.
-



20. Planter Boxes & Plants

- (a) A Unit Occupier 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 Occupier 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 be a debt payable by the Unit Occupier to the Owners Corporation on demand in accordance with rule 13.

21. Provision of amenities or services

21.1. Amenities and Services

- (a) The Executive Committee, on behalf of 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 Occupiers:
 - (i) window and common area cleaning;
 - (ii) upgrades to improve Unit Occupier and visitor safety and security;
 - (iii) a common arrangement for maintenance of air conditioning plants at the cost and option of Unit Occupiers;
 - (iv) Building lift services;
 - (v) electricity, water or gas supply;
 - (vi) telecommunication services (e.g. internet or cable television);
 - (vii) entry gates, and
 - (viii) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 21.1 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.

21.2. Access

- (a) The Executive Committee on behalf of 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
- (b) Occupiers must give access to their Unit on reasonable notice for these purposes. Notice shall be given in writing unless access is required urgently.

22. Rights of Access

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- (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 Occupiers must give access to their Unit on reasonable notice for these purposes.
- (c) A Unit Occupier may nominate another person to facilitate access to their Unit.

23. Security

23.1. 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 tag 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 tags or keys or other security devices to the Manager of the Owners Corporation when they vacate the Unit. A Unit Occupier must not copy any security tag or key or other security device.
- (c) Security tags or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a Unit Occupier must pay for any additional or replacement tag or key or device.
- (d) A Unit Occupier must report a lost or stolen security key or tag to the Manager of the Owners Corporation as soon as practicable.

23.2. Security Equipment

- (a) The Executive Committee on behalf of 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 in accordance with any security policy established under Rule 25.
- (b) A Unit Occupier 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.
- (c) Where security cameras or surveillance or security equipment are installed in common areas, appropriate signage will be installed to alert Occupiers and visitors that areas are subject to surveillance.

23.3. Security of Common Property

- (a) A Unit Occupier 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;



- (ii) reporting the loss of any security card or key or other security device; and
- (iii) taking care at pedestrian and car access points to prevent "tailgating" and potential access by persons who are not Occupiers.

24. Fire Control & Building Policies

- (a) The Unit Occupier must comply with all relevant laws about fire control and Rule 2.4 above, and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The Unit Occupier must, on reasonable notice, if applicable provide access to the Unit to permit the regular inspection and servicing of the fire safety equipment.



25. 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.

26. Signage and Advertising

- (a) Unit and commercial property Occupiers are not permitted to display or fit any signs, sandwich boards or other advertising material in any visible external windows to their Unit or on the Common Property (including 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 26(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.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
 - (i) the antennas are servicing the whole Building; and/or
 - (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.

28. 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 Occupier (including the recovery of a debt owed to the Owners Corporation), the Unit Occupier 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.



29. Overloading of balconies & floors

- (a) A Unit Occupier must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the Common Property and their Unit.
- (b) The maximum floor loading and maximum load limits in the Common Property and the Units is 200 kilograms per square metre.

30. Moves In/Out of Unit

30.1. Notice

- (a) A Unit Owner or their agent must provide the Manager of the Owners Corporation with a minimum of 5 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 vehicle/s in Kalma Way can be arranged. Vehicles must not park in front of the service entrance on Creswell Street.
- (b) Moves in or out of Units must only be undertaken between 8am to 6pm Monday to Saturday.

30.2. Protection Materials

- (a) The Owners Corporation, the Manager of the Owners Corporation, or the Building Manager shall provide and arrange installation, where possible, of 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.
- (c) Any reasonable costs associated with provision and installation of internal coverings for the lift shall be the responsibility of the Unit Occupant.

30.3. Damage

- (a) Any damage caused to Common Property, including to the lift/s, must be repaired at the Unit Occupier's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s.

31. Rubbish Disposal

- (a) A Unit Occupier 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;
 - (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; and
 - (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. Packaging materials including polystyrene, cardboard and other materials must not be disposed of down the waste chute.
- (b) Unit Occupiers must comply with the directions from time to time of the Building Manager, Manager of the Owners Corporation or the Executive Committee as to the manner of disposal of garbage.
 - (c) Nothing in this rule 31 requires a Unit Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
 - (d) Despite this rule 31, a Unit Occupier must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the Common Property. Each Unit Owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
 - (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a Unit Occupier contrary to this rule 31 shall be a debt payable by the Unit Occupier to the Owners Corporation on demand.

32. Storage Areas

A Unit Occupier shall:

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



- (b) be responsible for the repair of any damage caused to the storage area of the Unit and Common Property as the result of the use of the storage area.
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is recommended that articles of value are not stored in these areas.
- (e) insure the contents of any storage area / cage / Unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.

33. Common Recreational Area (Located on Level 4)

33.1. Common Property

- (a) The common recreational area is Common Property and for the benefit of all Unit Owners.
- (b) Unit Occupiers must report any damage or faults with the common recreational area to the Manager of the Owners Corporation.

33.2. Use

- (a) Use of the common recreational area is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) The common recreational area is only to be used from 7am to 10pm daily, or as otherwise notified or approved by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit Occupiers must ensure they comply with all applicable laws applying in the Territory when using the common recreational area.
- (d) Unit Occupiers using the common recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) Exclusive use of the common recreational area can be approved on application to the Executive Committee and may be granted subject to conditions. Approval may be withdrawn, subject to that.:
 - (i) The common recreational area must predominantly be available for general enjoyment by all Unit Occupants; where exclusive use is granted this must not amount to a substantial reduction in general access overall or at particular times; and
 - (ii) The use must not negatively impact the quiet enjoyment of other Unit Occupants and must comply with all other relevant Rules, including noise.



34. Common Car Washing Bay (Located on Basement Level 3)

34.1. Common Property

- (a) The common car washing bay is Common Property and for the benefit of all Unit Occupiers.
- (b) Unit Occupiers must report any damage or faults with the common car washing bay to the Manager of the Owners Corporation.

34.2. Use

- (a) Use of the common car washing bay is subject to rules 5, 7, 13, 14, 17 of these rules.
- (b) Unit Occupiers must ensure they comply with all applicable laws applying in the Territory when using the common car washing bay.
- (c) Unit Occupiers using the common car washing bay must ensure that it is left in a clean and tidy condition after use.

35. 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 Occupier 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.

36. Electronic Notices

- (a) A Unit Occupier shall:
 - (i) provide the Owners Corporation with an email address to contact the Unit Occupier; 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 Occupier (as updated from time to time), the Unit Occupier 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 Occupier at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.



37. Electronic Meetings

37.1. 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 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 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.

37.2. 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.

38. 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.

39. Failure to Comply with Rules

39.1. Entry After Notice

- (a) If the Executive Committee reasonably believes a Unit Owner or Occupier of a Unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a Unit Owner or Occupier reasonable written notice:
 - (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the Unit Owner or Occupier with a specified timeframe.
- (b) If a contravention is not remedied by the Unit Owner or Occupier within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a Unit as per 11 above if the entry is required to do any act that a Unit Owner or Occupier should have done under the Act or these rules, but the person has not done or, in the reasonable opinion of the Executive Committee on behalf of the Owners Corporation, has not done properly.
- (c) The Owners Corporation may recover money a Unit Owner or Occupier owes it under these rules as a debt payable on demand.
- (d) The rights of the Owners Corporation under this rule 39.1 are in addition to those that it has under the Act.



39.2. Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 39, the Executive Committee on behalf of the Owners Corporation may charge the Unit Owner or Occupier an administrative fee.
- (b) Any change levied on a Unit Owner or Occupier will accurately reflect the costs incurred during remediation under rule 39.

40. Commercial Units

40.1. Use of Unit—Commercial or Business

- (a) Unit Owners who undertake a business in a Unit (including AirBnB and serviced apartments) must notify the Executive Committee and the Manager of the Owners Corporation prior to commencing the business.
- (b) The type of business to be undertaken is to be authorised by the relative clause/s outlined in the Crown Lease / Form 4 and Form 5.

40.2. Compliance with Policies

- (a) All Unit Owners and Occupants of commercial Units must comply with any Policies approved by the Executive Committee on behalf of the Owners Corporation pursuant to rule 25, when dealing with the Unit.
- (b) The Executive Committee may approve Policies including but not limited to the following issues:
 - (i) erections and alterations in commercial Units;
 - (ii) commercial signage;
 - (iii) commercial waste removal;
 - (iv) commercial cleaning;
 - (v) grease traps;
 - (vi) exhaust systems;
 - (vii) noise from commercial Units;
 - (viii) commercial deliveries;
 - (ix) use of common areas by patrons or visitor of commercial Units; and
 - (x) safety and security.



3416695

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Vantage Strata	adminsupport@vantagestrata.com.au	530000602	02 61719700

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2413:20	CAMPBELL	133	1	4691

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
UP 4691	04/09/2025

SUPPORTING DOCUMENTATION <small>(Please select appropriate item – Original signed copy must be supplied)</small>	COMMON SEAL OF OWNERS CORPORATION <small>(Seal may be affixed)</small>
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input checked="" type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/> Sealed copy of Alternate Rules <input checked="" type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable

Applicant

~~*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.~~

~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~

*The Certifier has retained the evidence to support this Registry Instrument or Document.

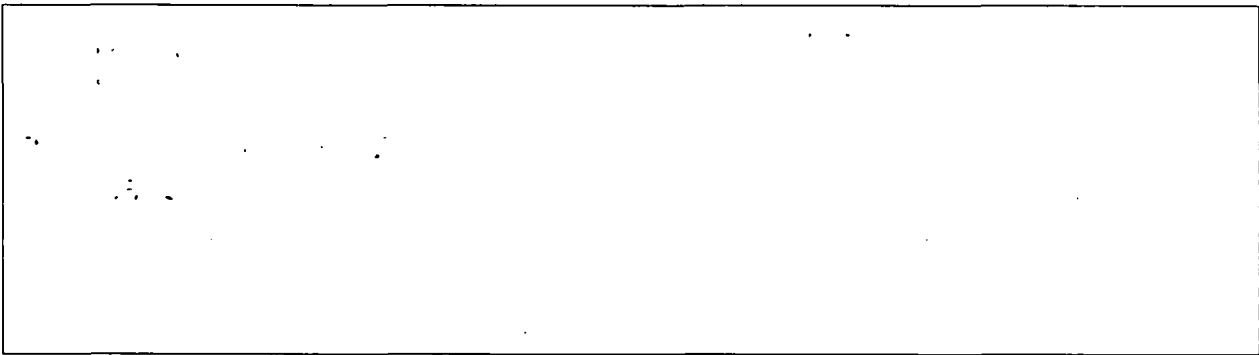
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By: Carmel Maree Fischer
Senior Admin Manager

Witnessed By: Jessica Purcell
Receptionist

for: Vantage Strata Pty Ltd

on behalf of the Registered Proprietor/Managing Agent



OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	12/11/2025



VOI Sighted X 1

Change of Name by

Authority to Deal holder

ASIC

Category 1

Signed by [Signature]

Date 27 OCT 2025



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2413:20	CAMPBELL	133	1	0	

ANNEXURE TO (insert dealing type)

TOTAL NUMBER OF PAGES IN ANNEXURE

094-SR

33

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

UP 4691

VANTAGE STRATA



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF 4691

Siena

Constitution Avenue/ Kalma 59, CAMPBELL, ACT, 2612

VENUE: Vantage Strata Office

DATE: 4th September 2025

TIME: 05:30 PM (Canberra time)

PRESENT:

Lot Number	Attendee	Owner Name
2	Owner - Sarah Crisp	Sarah Crisp
3	Owner - Serina Cardone in favour of Joe Cardone	Serina Cardone
13	Owner - Alistair Lee Rogers	Alistair Lee Rogers
18	Owner - Victoria Poppins	Victoria Poppins
21	Owner - Clare Louise Page & Martin Leslie Page	Clare Louise Page & Martin Leslie Page
33	Owner - Margaret G Talbot	Margaret G Talbot
49	Owner - Christine Maree Pearce	Christine Maree Pearce & Matthew John Baxter
54	Owner - Sarah Joy Coote	Sarah Joy Coote
72	Owner - PeterDavies	Peter & Susan Davies
75	Owner - David Foot	David Foot
77	Owner - Michael da Silva Salgueiro & Judy Ann Santos	Michael da Silva Salgueiro & Judy Ann Santos
80	Owner - Jean A Wolki	Shane W & Jean A Wolki
81	Nominee - Mark De Bortoli	Defiscale Pty Limited

83	Owner - Alan Wilmot McCLELLAND	Alan Wilmot & Susan Lee McCLELLAND
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ADDITIONAL ATTENDEES:

Name	Description
M Kenna	Vantage Strata - Strata Manager
N Mahfoodz	Vantage Strata - Strata Manager



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 Joe Cardone of lot 3 (Unit G05) be appointed as the chairperson of the meeting.*

The following absentee votes and proxies were accepted:

- Proxy - Unit 508 (Lot 63) - Chair, Joe Cardone
- Absentee votes, in favour of all motions:
 - Unit 203 (Lot 29) - Keith & Maria Vardanega
 - Unit 507 (Lot 62) - Andrew & Kylie Malone

MOTION CARRIED

Meeting started at 5.30PM.

2. CHAIRPERSON AND TREASURERS REPORT

Chairperson's and treasurer's reports are already included in the AGM bundle distributed to owners. No further discussion to the reports.

3. ADOPTION OF MINUTES

Ordinary resolution

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



MOTION CARRIED

Secretarial Notes:

No dissent noted.

David Foot highlighted on the amendment in the previous minutes which is to remove reference to ACT Policing in Item 25. Amendment was noted.

4. INSURANCE

Special resolution

It was **resolved** 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.

NO DISSENT NOTED

MOTION CARRIED

Secretarial Notes:

Siena complex market for insurability is limited to 1 insurer, which is Chubb, due to historical membrane issue and defects. Premium increase over the last financial year was about \$12,000. This premium increase also included a 5% increase in the building valuation offered by Chubb. Chubb will rest on the insurance valuation in 2024 without requiring further insurance valuations. The new Executive Committee will work to resolving the historical membrane issues over the course of the next 12 months.

5. INSURANCE CLAIMS (New or Outstanding)

It was noted that there is currently no outstanding claim. In regards to the process should there be new claims, the claim is to be submitted to EC for review and consideration. All claims are first assessed on the impact on the common property. In the event that a common property claim is proximate to any impact on the private property of a unit owner, an assessment will be made by the Executive Committee of any apportionment of the claim between common and private property before sending to the insurer for assessment.

6. AUDITED FINANCIALS (Adoption)

Ordinary resolution

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 08/07/2025.

MOTION CARRIED

Secretarial Notes:

No dissent noted.

It was noted that there was a rounding error of \$0.32. A McClelland queried on the action to be taken in collection of the outstanding levies and M Kenna advised that the outstanding has been diminished significantly before the AGM.

7. AUDITED FINANCIALS

Ordinary resolution

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.

MOTION CARRIED

Secretarial Notes: No dissent noted.



8. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Administration Fund expenditure budget of \$355,025.00 plus GST for the period 09/07/2025 to 08/07/2026 be adopted.

MOTION CARRIED

Secretarial Notes:

No dissent noted. It was noted that the budget is an uplift by 0.31% over the previous year.

9. ADMIN FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$355,025.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 02/10/2025, 10/12/2025, 10/03/2026 and 10/06/2026.

MOTION CARRIED

Secretarial Notes:

No dissent noted

10. SINKING FUND PLAN (Adoption)

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee to adopt the Sinking Fund Plan and make contributions to the Sinking Fund as recommended in the report.

Note the updated report was not available at the time of issuing this Agenda and will be forwarded to the EC for review and acceptance once received.

MOTION CARRIED

Secretarial Notes:

It was noted that QIA latest update is yet received on the potentially understates of some of the capital work items that was drafted in 2019. The process is to go to market and get it updated every 5 years. The current one is backdated, and a latest plan might be required.



11. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Sinking Fund expenditure budget of \$14,777.00 plus GST for the period 09/07/2025 to 08/07/2026 be adopted.

MOTION CARRIED

Secretarial Notes:

No dissent noted.

It was noted that one of the two main gates on Creswell Street and Kalma Way has a faulty piston, making it at times inoperable. This leaves only three functional exit gates, one at Kalma Way and two at Pentland Street. A quotation is to be obtained for the complete renovation of the main entry gates. Depending on the outcome of the quotation, a special general meeting may need to be convened.

12. SINKING FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution of \$85,902.00 plus GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 09/07/2025 to 08/07/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 02/10/2025, 10/12/2025, 10/03/2026 and 10/06/2026.

MOTION CARRIED

Secretarial Notes:

No dissent noted.

13. INVESTMENT OF FUNDS - ACT

Special resolution

It was resolved that the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds from the administrative fund and sinking fund into interest bearing investments; specifically, term deposits and at-call accounts, as considered appropriate.

NO DISSENT NOTED

MOTION CARRIED

Secretarial Notes:

It was highlighted that there is a surplus cash balance of \$280,000 in the bank. As the major expenditures under the previous plan are not expected until after 2028 and beyond, the funds will be allocated into a term deposit investment, through one of the four major banks or Macquarie Bank. The Executive Committee will review this on a three-month basis to ensure the funds are not locked away for too long, allowing flexibility for any unforeseen expenditures.

No dissent noted

14. MAINTENANCE PLAN (Review)

Ordinary resolution

It was **resolved** that the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.

MOTION CARRIED

Secretarial Notes:

The maintenance plan, compiled in June 2023 by QIA, is to be reviewed against our invoicing from current service providers. Where discrepancies are found between the plan and the service timelines, the matter will be discussed between the Executive Committee and the service providers. One of the key items identified is the fire upgrade works.

No dissent noted

15. MAINTENANCE ISSUES

Maintenance issues discussed are as follows:

- **Infrastructure within owner's unit** – Any infrastructure located inside an owner's unit is considered part of the owner's asset and responsibility, rather than common property.
- **Landscape improvements** – General enhancements have been carried out on the building's landscaping to improve the overall presentation and upkeep of the common areas.
- **Issues raised** –
 - **Downslope to Basement 3:** Concerns were noted regarding both the aesthetics and the structural integrity of this area, with particular emphasis on the need for regular basement cleaning.
 - **Water seepage from planter box areas:** It was highlighted that certain planter boxes may be contributing to water seepage issues onto the tiled common areas. The Committee will consider options such as installing protective trays beneath the planter boxes noting that this may simply lead to the trays filling up with water.
- **External window cleaning** – A scheduled cleaning will take place in October (TBC). This may involve overhanging works, and appropriate safety measures will be ensured..
- **Basement cleaning contract** – A new contract for basement cleaning is scheduled for review on 4th May 2026. Next clean is scheduled for December 2025.
- **Garden maintenance contract** – The garden maintenance services contract has recently been renewed, following dissatisfaction with the performance of the previous contractor.
- **Fire protection services** – The contract for 360-degree fire system maintenance has also been recently renewed to ensure continued compliance and safety.

16. DEFECTS

Defects discussed are as follows:

- **Outstanding matters with JW Land** – Most issues have been addressed; however, one key matter remains unresolved which is the membrane application.
- **Membrane application** – Reference was made to the handout report dated 29 November 2019, which identified that the wet seal membrane application was not carried out in accordance with Australian Standards. As Siena is still within the 6-year statutory warranty period, JW Land and Chase Construction are both aware of their obligations in rectifying this defect
- **Insurance coverage** – It was highlighted that the current insurance policy carries an exclusion clause for any damage that may arise from membrane failure. This reinforces the importance of pursuing resolution with JW Land and Chase Construction to safeguard the building against potential future risks.





17. FIRE SAFETY REVIEW

Fire safety review discussed are as follows:

- 360 Degrees report confirmed all systems functioning, with minor defects requiring maintenance.
- Smoke detectors in the Chase area found covered with tape. Matter noted, this should have been identified during maintenance. To be followed up

Secretarial Notes:

It was noted in the Fire Safety Report that there were two remaining quotes, outstanding for approval. Vantage Strata will be following these up.

18. DELEGATIONS AND APPOINTMENTS

It was noted that Vantage Strata continues with delegated functions per management agreement such as 119 certificates, operation of bank accounts, and all other provision of contracts.

19. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

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.

MOTION CARRIED

Secretarial Notes:

Renewal due for major contracts, including building and strata management, and cleaning services. Owners Corporation authorised the Executive Committee to review management and other contract services.

No dissent noted.

20. RULES CONSOLIDATED (Adoption and Registration)

Special resolution

The Owners Corporation **resolved** 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 additional Owners Corporation Strata Rule 15.1 (Balconies), a copy of which is 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..

NO DISSENT NOTED

MOTION CARRIED

Secretarial Notes:

It was proposed that there will be amendments to Rule 15.1 Balconies as follows:

- Additional rule introduced to regulate the installation of ceiling fans, with consideration given to size, scope, aesthetics, and potential noise impact.
- Clarification made that extensions of private units into balcony areas are not permitted. Accordingly, any electrical works carried out on unit balconies are also prohibited without express approval of the Executive Committee.

*Note – an exception to this is exclusion of works that are relatively minor, such as additional power points.

21. BUILDING MANAGEMENT AGENCY AGREEMENT

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written On Site Building Management Agreement, on expiry or mutual termination of the current agreement, appointing a management firm as follows:

- That a management firm be appointed as the Manager for On Site Building Management Services, for a period of up to 3 years.
- That a management firm and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

MOTION CARRIED

Secretarial Notes:

Building Management Agency Agreement is expiring on 8 June 2026

No dissent noted

22. STRATA MANAGEMENT AGENCY AGREEMENT

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry of the current agreement, appointing a management firm as follows:

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

MOTION CARRIED

Secretarial Notes:

Strata Management Agency Agreement is expiring on 8 June 2026

No dissent noted

23. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

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

MOTION CARRIED

Secretarial Notes:



- Elected members:
 - Joe Cardone (Lot 3, Unit G05)
 - Martin Page (Lot 21, Unit 211)
 - Michael Salgueiro (Lot 77, Unit 602)
 - William Maher (Lot 63, Unit 508)
 - David Foot (Lot 75, Unit 608)
 - Mark De Bortoli (Lot 81, Unit 704)
- Outgoing members Alan McClelland (Lot 83, Unit 702) & Christine Pearce (Lot 49, Unit 407) thanked for their significant contribution.

24. GENERAL BUSINESS

General business was raised during the discussion on the maintenance budget, specifically concerning the cleanliness of the basement and main entrances. Due to the Business being submitted less than 48 hours before the meeting, the Executive Committee will take this out of session and report back.

25. MEETING CLOSURE

Without further business the meeting was closed at 7.34M.





UNITS PLAN 4691, 'SIENA', 59 CONSTITUTION AVENUE,
CAMPBELL

Owners Corporation Rules

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 1 Section 133 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) *Common Property* as defined by the *Unit Title Act 2001*
- (e) *Executive Committee* means the executive committee of the owners corporation established under the Act.
- (f) *Executive Committee Representative* means a person authorised in writing by the executive committee under rule 11(d).
- (g) *Manager of the Owners Corporation* means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (h) *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.
- (i) *Owners Corporation* means the owners corporation established for the units plan for the Building.
- (j) *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 25.
- (k) *Territory* means the Australian Capital Territory.
- (l) *Unit* means a unit subsidiary.
- (m) *Unit Owner* means the registered proprietor of the lease of the Unit and includes a part-owner.
- (n) *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.
- (c) The word "includes" in any form is not a word of limitation.
- (d) In the event of any inconsistency between these Rules and relevant legislation, the legislation prevails.
- (e) A reference to a 'balcony' includes a reference to a 'courtyard'.

2. Payment of rates and taxes by Unit Owners

A Unit Owner must pay all rates, taxes and any other amount payable for the Unit.

3. Repairs and Maintenance

- (a) A Unit Owner must ensure that the unit is kept 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.
- (c) The Owner's Corporation must carry out any work in relation to the Common Property and do anything else in relation to the Common Property that is required by a Territory law.
- (d) All work undertaken must be to a standard to ensure compliance with any Territory law.

4. Erections and Alterations

4.1. General

- (a) An Occupier shall not erect or alter any structure in or on a Unit or Common Property 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.
- (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 minor changes to a Unit or Common Property that do not alter or otherwise impact the Building e.g. hanging pictures.
- (c) A Unit Occupier must 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.
- (f) Where the Executive Committee considers that a request may substantively impact the aesthetic or structure of the Unit Owner, the matter is to be referred to the Owners Corporation for decision.

4.2. Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, Unit Occupier must not:
 - (i) install fixed fly screens or security screens on the Unit balcony or Unit entry doors; or
 - (ii) make any alteration or modification to their Unit or balcony doors or windows,without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.
- (b) For the purposes of rule 4.2(a)(ii):

An alteration or modification does not include the installation of a pet door, deadlocks or peepholes subject to that it does not:

 - (i) impede the safe emergency exit from the Unit or Common Property and
 - (ii) effect the fire protection provided by the door/s, to the Unit and/or Common Property and
 - (iii) negatively impact the warranty and effectiveness of the door.
- (c) If requested by the Manager of the Owners Corporation or Executive Committee, a Unit Occupier 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.
- (d) A Unit Owner or Occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.



- (e) 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.

5. Use of Common Property

- (a) A Unit Occupier 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 Occupier of another Unit.
- (b) Specifically, a Unit Occupier must not:
 - (i) store any items on the Common Property, other than small ornamental objects that do not obstruct fire exits, such as pot plants;
 - (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 Occupier or an animal in their control soils or dirties any part of the Common Property, the Occupier must clean that part of the Common Property at the Occupier's cost and expense.
- (d) Requests for temporary and minor use of the Common Property must be submitted to the Owners Corporation for consideration by the Executive Committee. Decisions are to be provided in writing. Approval may be withdrawn by the Executive Committee in writing where stated conditions are not met.
- (e) Other requests for use of the Common Property are to be submitted to the Owners Corporation for consideration by the Executive Committee.

6. Use of Unit—hazardous use

- (a) A Unit Occupier must not use a unit, or permit it to be used, so as to cause a hazard to an Occupier of another Unit.
- (b) A Unit Occupier must not store any hazardous, dangerous or flammable materials in a Unit or on a balcony.
 - (i) For the purposes of clarification, this does not include chemicals liquids, gases or other material used or intended to be used for domestic purposes in the Unit such as household cleaning products in quantities that would be considered reasonable for maintenance of a residential property.



7. Use of Unit—nuisance or annoyance

- (a) A Unit Occupier must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an Occupier of another Unit.
- (b) A dispute between Unit Occupant as to whether a use causes a nuisance or substantial annoyance to an Occupant 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 Occupant 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 Occupier 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 Occupier 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.
 - (iii) If appropriate the Executive Committee may seek advice or refer matters to the ACT Government for measuring or resolution of any complaints.

8.2. Floor coverings

- (a) A Unit Occupant 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 Occupant must not alter or substitute the floor covering of a Unit with any material which may emit noise causing a nuisance or disturb the Occupant 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.

9. Use of Unit—Illegal

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

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 who must confirm 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 must 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 may elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, Unit Owners must 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 may elect the new Executive Committee by ordinary resolution.
- (b) **Should between 3 and 7 nominees received:**
 - (i) At the AGM Unit Owners may elect these nominees to the new Executive Committee by ordinary resolution.
- (c) **Should 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 38, 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.
 - C. At the AGM, the current Executive Committee must count the votes of the Unit Owners (obtained through all methods of voting). Up to seven nominees with the largest



number of votes will be elected members of the new Executive Committee.

- D. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, Unit Owners must vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee, or determine that neither is to be elected; and
 - E. If less than 3 nominees receive votes, a further round of voting must 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 is to be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.
- (ii) 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.

11. What may an Executive Committee Representative do?

- (a) In accordance with the Act, 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, the committee must advise the Unit Owner by issuing a 'Rule Infringement Notice' of the Committee's concerns and require the Unit Owner to rectify or respond to the concerns. Where required, a representative of the Executive Committee may inspect the Unit to investigate the suspected breach;
 - (ii) following a resolution of the Executive Committee, 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 must only enter 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 that Unit into another and causing damage 2) an external glass window is dislodged and likely to fall 3) access required by a member of the emergency services in the course of their duties, these examples are not exhaustive.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

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.

13. Damage to Common Property

- (a) A Unit Occupier 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) may become a debt payable by the Unit Occupier to the Owners Corporation on demand.

14. Vehicles

14.1. Parking of Vehicles

- (a) A Unit Occupier must only park or stand Vehicles in the vehicle spaces allocated to their Unit.
- (b) A Unit Occupier must not park, stand or intrude any Vehicle in the vehicle spaces allocated to other Units unless the owner of that vehicle space or spaces has given their consent



- (c) A Unit Occupier 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

14.2. Use of vehicle spaces

- (a) A Unit Occupier must not use a vehicle space in such a way that causes safety, risk, nuisance or annoyance to other Occupants or which poses a safety risk.

14.3. Leasing of Car Spaces

- (a) A Unit Occupier may lease a person their car space Unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission, which will not be unreasonably withheld, may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the basement.

15. Balconies and Windows

15.1. Balconies

- (a) A Unit Occupier may erect a temporary clotheshorse or rack on a balcony.
- (b) A Unit Owner must not:
 - (i) store possessions not usually situated on a balcony on the balcony; or
 - (ii) erect a screen, awning, pergola or other item on the balcony,
 - (iii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings; so they are visible from outside the Building, or from other Units.
- (c) This rule does not apply to a unit Occupier's use of a balcony if the Executive Committee has given the Occupier 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 .
- (d) Extensions of private units into balcony areas are not permitted. Accordingly, any electrical works carried out on unit balconies are also prohibited without express approval of the Executive Committee.

*Note – an exception to this is exclusion of works that are relatively minor, such as additional power points.



15.2. Window treatments

- (a) A Unit Occupier must ensure that the external facing side of window treatments used in their Units (such as blinds, curtains, drapes etc.) is consistent with the external aesthetics of the building and must be only coloured white, cream, grey, black or natural timber when viewed from outside the Unit, unless otherwise approved by the Executive Committee.
- (b) Windows adjacent to the entry of a Unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A Unit Occupier 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 Occupier 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 Executive Committee on behalf of the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - A. that glass or part of the glass cannot be accessed by the Unit Occupier safely or at all
 - (ii) At a minimum the Owners Corporation are to ensure windows are cleaned at a minimum annually.
- (c) It is the responsibility of the Unit Occupier 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.

17. Smoking

- (a) A Unit Occupier must not smoke any cigarette, cigar or other product on the Common Property, basement car parks, balconies or on any other part of the Building where smoking is not permitted.
- (b) Smoke from smoking inside a Unit should be contained within the Unit and should not permeate into the common areas or externally to the Unit, where it can cause a nuisance to other residents.
- (c) Unit Occupiers are responsible for their visitors adhering to this rule.



18. Air Conditioning

18.1. Air Conditioning

- (a) Unit Owners acknowledge that the air conditioning system in the Unit is the property of the Unit Owner.
- (b) All Unit Owners will be responsible for the repair and maintenance of the air conditioning system that services their Unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the Common Property.
- (c) The property manager will provide access to air conditioning plant located on Common Property for the purposes of carrying out scheduled or unscheduled maintenance however the Owners Corporation is not responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant) unless otherwise associated with an insurance claim.
- (d) All Unit Owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1. Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the Domestic Animals Act 2000 (ACT).
- (b) For the avoidance of doubt any damage to Common Property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2. No animals unless permitted

- (a) An animal may only be kept in a Unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a Unit Occupier must make a written application to the Executive Committee prior to keeping the animal in the Unit. Applications are available from the Manager of the Owners Corporation; and
 - (ii) permission may be given subject to stated conditions.
- (b) When determining whether to give permission to keep an animal, the Executive Committee must not unreasonably withhold permission. The Executive Committee shall consider:
 - (i) the likelihood that the animal will cause nuisance to other Unit Owners;



- (ii) the likelihood that the animal will cause damage to the Common Property;
 - (iii) the type and size (at the time of the request and at maturity) of the animal; and
 - (iv) the number of animals proposed by the owner to be kept in a Unit.
- (c) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other Unit Occupiers, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The Unit Occupier must remove the animal within 30 days of permission being withdrawn.

19.3. Animals and Common Property

- (a) A Unit Occupier must:
- (i) ensure animals cannot be heard by other Unit Occupiers outside the Unit (particularly at night);
 - (ii) keep all animals within the Unit, except when it is being taken into or out of the Unit;
 - (iii) keep the animal to be caged or on a leash when it is being taken into or out of the Unit or traversing Common Property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the Common Property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on Common Property and take any further action required to clean these areas that have been soiled by the animal.

20. Planter Boxes & Plants

- (a) A Unit Occupier 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 Occupier 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 be a debt payable by the Unit Occupier to the Owners Corporation on demand in accordance with rule 13.

21. Provision of amenities or services

21.1. Amenities and Services

- (a) The Executive Committee, on behalf of 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 Occupiers:

- (i) window and common area cleaning;
 - (ii) upgrades to improve Unit Occupier and visitor safety and security;
 - (iii) a common arrangement for maintenance of air conditioning plants at the cost and option of Unit Occupiers;
 - (iv) Building lift services;
 - (v) electricity, water or gas supply;
 - (vi) telecommunication services (e.g. internet or cable television);
 - (vii) entry gates, and
 - (viii) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 21.1 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.

21.2. Access

- (a) The Executive Committee on behalf of 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
- (b) Occupiers must give access to their Unit on reasonable notice for these purposes. Notice shall be given in writing unless access is required urgently.

22. 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 Occupiers must give access to their Unit on reasonable notice for these purposes.
- (c) A Unit Occupier may nominate another person to facilitate access to their Unit.

23. Security

23.1. 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 tag 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 tags or keys or other security devices to the Manager of the Owners Corporation when they vacate the Unit.
- (c) A Unit Occupier must not copy any security tag or key or other security device.
- (d) Security tags or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a Unit Occupier must pay for any additional or replacement tag or key or device.
- (e) A Unit Occupier must report a lost or stolen security key or tag to the Manager of the Owners Corporation as soon as practicable.

23.2. Security Equipment

- (a) The Executive Committee on behalf of 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 in accordance with any security policy established under Rule 25.
- (b) A Unit Occupier 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.
- (c) Where security cameras or surveillance or security equipment are installed in common areas, appropriate signage will be installed to alert Occupiers and visitors that areas are subject to surveillance.

23.3. Security of Common Property

- (a) A Unit Occupier 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;
 - (ii) reporting the loss of any security card or key or other security device; and
 - (iii) taking care at pedestrian and car access points to prevent “tailgating” and potential access by persons who are not Occupiers.

24. Fire Control & Building Policies

- (a) The Unit Occupier must comply with all relevant laws about fire control and Rule 2.4 above, and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.



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

25. 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.

26. Signage and Advertising

- (a) Unit and commercial property Occupiers are not permitted to display or fit any signs, sandwich boards or other advertising material in any visible external windows to their Unit or on the Common Property (including 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 26(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.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
 - (i) the antennas are servicing the whole Building; and/or
 - (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.

28. 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 Occupier (including the recovery of a debt owed to the Owners Corporation), the Unit Occupier 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.

29. Overloading of balconies & floors

- (a) A Unit Occupier must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the Common Property and their Unit.
- (b) The maximum floor loading and maximum load limits in the Common Property and the Units is 200 kilograms per square metre.

30. Moves In/Out of Unit

30.1. Notice

- (a) A Unit Owner or their agent must provide the Manager of the Owners Corporation with a minimum of 5 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 vehicle/s in Kalma Way can be arranged. Vehicles must not park in front of the service entrance on Creswell Street.
- (b) Moves in or out of Units must only be undertaken between 8am to 6pm Monday to Saturday.

30.2. Protection Materials

- (a) The Owners Corporation, the Manager of the Owners Corporation, or the Building Manager shall provide and arrange installation, where possible, of 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.
- (c) Any reasonable costs associated with provision and installation of internal coverings for the lift shall be the responsibility of the Unit Occupant.

30.3. Damage

- (a) Any damage caused to Common Property, including to the lift/s, must be repaired at the Unit Occupier's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s.

31. Rubbish Disposal

- (a) A Unit Occupier 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;
 - (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; and
 - (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. Packaging materials including polystyrene, cardboard and other materials must not be disposed of down the waste chute.
- (b) Unit Occupiers must comply with the directions from time to time of the Building Manager, Manager of the Owners Corporation or the Executive Committee as to the manner of disposal of garbage.
- (c) Nothing in this rule 31 requires a Unit Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (d) Despite this rule 31, a Unit Occupier must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the Common Property. Each Unit Owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
- (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a Unit Occupier contrary to this rule 31 shall be a debt payable by the Unit Occupier to the Owners Corporation on demand.

32. Storage Areas

A Unit Occupier shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store in the storage area of the Unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases



or other material used or intended to be used for domestic purposes in the Unit).

- (b) be responsible for the repair of any damage caused to the storage area of the Unit and Common Property as the result of the use of the storage area.
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is recommended that articles of value are not stored in these areas.
- (e) insure the contents of any storage area / cage / Unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.

33. Common Recreational Area (Located on Level 4)

33.1. Common Property

- (a) The common recreational area is Common Property and for the benefit of all Unit Owners.
- (b) Unit Occupiers must report any damage or faults with the common recreational area to the Manager of the Owners Corporation.

33.2. Use

- (a) Use of the common recreational area is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) The common recreational area is only to be used from 7am to 10pm daily, or as otherwise notified or approved by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit Occupiers must ensure they comply with all applicable laws applying in the Territory when using the common recreational area.
- (d) Unit Occupiers using the common recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) Exclusive use of the common recreational area can be approved on application to the Executive Committee and may be granted subject to conditions. Approval may be withdrawn, subject to that.:
 - (i) The common recreational area must predominantly be available for general enjoyment by all Unit Occupants; where exclusive use is granted this must not amount to a substantial reduction in general access overall or at particular times; and
 - (ii) The use must not negatively impact the quiet enjoyment of other Unit Occupants and must comply with all other relevant Rules, including noise.



34. Common Car Washing Bay (Located on Basement Level 3)

34.1. Common Property

- (a) The common car washing bay is Common Property and for the benefit of all Unit Occupiers.
- (b) Unit Occupiers must report any damage or faults with the common car washing bay to the Manager of the Owners Corporation.

34.2. Use

- (a) Use of the common car washing bay is subject to rules 5, 7, 13, 14, 17 of these rules.
- (b) Unit Occupiers must ensure they comply with all applicable laws applying in the Territory when using the common car washing bay.
- (c) Unit Occupiers using the common car washing bay must ensure that it is left in a clean and tidy condition after use.

35. 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 Occupier 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.

36. Electronic Notices

- (a) A Unit Occupier shall:
 - (i) provide the Owners Corporation with an email address to contact the Unit Occupier; 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 Occupier (as updated from time to time), the Unit Occupier 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 Occupier at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.



37. Electronic Meetings

37.1. 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 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 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.

37.2. 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.

38. 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.

39. Failure to Comply with Rules

39.1. Entry After Notice

- (a) If the Executive Committee reasonably believes a Unit Owner or Occupier of a Unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a Unit Owner or Occupier reasonable written notice:
 - (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the Unit Owner or Occupier with a specified timeframe.
- (b) If a contravention is not remedied by the Unit Owner or Occupier within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a Unit as per 11 above if the entry is required to do any act that a Unit Owner or Occupier should have done under the Act or these rules, but the person has not done or, in the reasonable opinion of the Executive Committee on behalf of the Owners Corporation, has not done properly.
- (c) The Owners Corporation may recover money a Unit Owner or Occupier owes it under these rules as a debt payable on demand.
- (d) The rights of the Owners Corporation under this rule 39.1 are in addition to those that it has under the Act.



39.2. Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 39, the Executive Committee on behalf of the Owners Corporation may charge the Unit Owner or Occupier an administrative fee.
- (b) Any change levied on a Unit Owner or Occupier will accurately reflect the costs incurred during remediation under rule 39.

40. Commercial Units

40.1. Use of Unit—Commercial or Business

- (a) Unit Owners who undertake a business in a Unit (including AirBnB and serviced apartments) must notify the Executive Committee and the Manager of the Owners Corporation prior to commencing the business.
- (b) The type of business to be undertaken is to be authorised by the relative clause/s outlined in the Crown Lease / Form 4 and Form 5.

40.2. Compliance with Policies

- (a) All Unit Owners and Occupants of commercial Units must comply with any Policies approved by the Executive Committee on behalf of the Owners Corporation pursuant to rule 25, when dealing with the Unit.
- (b) The Executive Committee may approve Policies including but not limited to the following issues:
 - (i) erections and alterations in commercial Units;
 - (ii) commercial signage;
 - (iii) commercial waste removal;
 - (iv) commercial cleaning;
 - (v) grease traps;
 - (vi) exhaust systems;
 - (vii) noise from commercial Units;
 - (viii) commercial deliveries;
 - (ix) use of common areas by patrons or visitor of commercial Units; and
 - (x) safety and security.



Addition to Strata Rule 15.1 (Balconies)

This additional Strata Rule should be read in conjunction with Strata Rule 4.1, Erections and Alterations,

The National Capital Authority (NCA) has previously advised that external fixtures and fittings on the balcony of a Campbell 5 buildings would require Works Approval from the NCA. The NCA has provided the Siena Executive Committee with authority to approve the installation of ceiling fans that accord with the rules specified below.

Subject to the prior approval of the Executive Committee, ceiling fans may be installed on balconies when the following conditions are met:

- Ceiling fans are to be low profile.
- Ceiling fan blade size (span) not greater than 130 cm and ceiling fan height (the fan unit) not greater than 25 cm; and
- The blades of the ceiling fan are at least 2.4 metres above the tile floor and revolutions per minute (RPM) of the ceiling fan unit must not exceed 260 RPM.
- The ceiling fan is to be white and may be ABS plastic, metal or timber and may have 3 or 4 blades.
- The ceiling fan is to be installed over an existing light fitting only and the use of plastic or flex conduit which is visible on the balcony to access any alternative power source will not be permitted. The ceiling fan must be installed by a qualified installer.
- The applicant is responsible to provide a Certificate of Safety, Structure and Electrical, signed by a qualified installer and electrician. This Certificate is to be provided to the Executive Committee immediately after installation.
- The cost of repairing any damage caused to the building by ceiling fans will be the responsibility of the unit holder. This includes all circumstances and weather events, and whether the fan is operating or not operating at the time that damage occurs.

If approval is sought for the installation of a fan that is not consistent with this Strata Rule, NCA approval is required prior to Executive Committee approval being sought.

Residents are to comply with loading limits for any items placed on balconies (200kg/sqm).

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24

SCORE: 45 POINTS

Name: Anthony John Papworth **Ref No:** 46567

House Title: Unit 409, Block 1, Section 133 **Date:** 23-04-2026

Address: Unit 409 of 59 Constitution Avenue
Campbell 2612

Reference: C:\...\CONSTITUTION AVENUE CAMPBELL 409 OF 59

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	45											
Potential	56											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 11

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 409, Block 1, Section 133, Unit 409 of 59 Constitution Avenue, Campbell

Assessor's Name: Lindsay Collison

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	117	Insulation:	-103			
WALL				8	-2	6
Surface Area:	3	Insulation:	5	Mass:	-2	
FLOOR				21	-5	16
Surface Area:	17	Insulation:	-4	Mass:	3	
AIR LEAKAGE (Percentage of score shown for each element)				4	0	4
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	27 %			
Exhaust Fans	49 %	Doors	13 %			
Down Lights	0 %	Gaps (around frames)	11 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-19	-5	-25
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	5	8%	-9	3	0	-7
E	12	21%	-26	17	-5	-14
W	2	3%	-4	0	0	-4
Total	18	31%	-39	20	-5	-25

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 1 point

				Winter	Summer	Total
RATING	★★★★★★			29	-12	45*

* includes 28 points from Area Adjustment

Detailed House Data

House Details

ClientName Anthony John Papworth
HouseTitle Unit 409, Block 1, Section 133
StreetAddress Unit 409 of 59 Constitution Avenue
Suburb Campbell
Postcode 2612
AssessorName Lindsay Collison
FileCreated 23-04-2026
Comments

Climate Details

State
Town Canberra
Postcode 2600
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	22.6m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	8.3m ²
3	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	29.1m ²

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	11.8m	2.6m
2	Framed: FC Sheet Clad	Yes	R2.0	24.9m	2.6m
3	Brick Veneer	No	R2.0	3.2m	2.6m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
2	Flat - Suspended Slab	Yes	No	R0.0	60.0m ²

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 & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	E	2.5m	4.1m	No	DG2	ALIMPR	CW	No	2.3m	2.3m	0.2m
2	E	1.5m	1.1m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	N	2.5m	1.8m	No	DG2	ALIMPR	HB	No	4.1m	4.1m	0.2m
4	W	1.0m	0.9m	No	DG2	ALIMPR	HB	No	2.7m	2.7m	0.2m
5	W	1.0m	0.9m	No	DG2	ALIMPR	HB	No	2.7m	2.7m	0.2m

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	E	2.5m	4.1m	0.0m	0.0m	0.0m	0.0m	2.3m	0.5m	2.3m	0.0m
3	N	2.5m	1.8m	3.0m	4.1m	2.3m	0.0m	4.1m	0.0m	0.0m	0.0m
4	W	1.0m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	1.9m
5	W	1.0m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	0.1m

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 ? Yes
 Is the Entry Door Weather Stripped ? Yes
 Area of Heavyweight Mass 0m²
 Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Rater Comments

House Details

ClientName	Anthony John Papworth
HouseTitle	Unit 409, Block 1, Section 133
StreetAddress	Unit 409 of 59 Constitution Avenue
Suburb	Campbell
Postcode	2612
AssessorName	Lindsay Collison
FileCreated	23-04-2026

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings



Certificate of Currency

Policy Number	BP20200022
Item 1 The Insured:	Residential Reports Pty Ltd
Item 2 Address:	35 Poynton Street HUGHES ACT 2605
Item 3 Professional Services covered by this policy:	Pre Purchase Building Inspections (AS4349.1) Special Purpose Building Inspections Energy Rating Reports Urban Pest Management Termite Management including inspections - existing buildings and structures (AS3660.2) Timber Pest Inspections (AS4349.3)
Item 4 Description of the Policy:	Professional Indemnity & Broadform Liability (CGU PIB 03-17)
Item 5 Period of Insurance:	From 20/07/2025 To 4.00 pm on 20/07/2026
Item 6 Particulars of Risk:	
	<u>Civil Liability Professional Indemnity</u>
6.1 The Policy Limit is	\$5,000,000 which includes all policy sections
6.2 The Policy Excess is	\$20,000
6.3 The Retroactive Date is	20/07/2020
	<u>Public Liability</u>
6.4 Sum Insured	\$20,000,000
6.5 Excess	\$2,500

Date and Place of Issue 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



Tax Invoice

Inspection Number 46567

Please ensure this number is used when making payment

2 April 2026

Anthony John Papworth

For the Property at: 409/59 Constitution Avenue Campbell ACT 2612


NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
TOTAL INC GST	\$451.00

Thank you for your business

We offer comprehensive Pest Management Solutions!

Call now to book your regular Pest Control Service

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 46567
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 46567 IMPORTANT: PLEASE ensure this unique ID is used



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Residential Reports Pty Limited **ABN 38 609 880 122**

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Member- Master Builders Association & The Australian Environmental Pest Managers Association

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 4691 Lot No. 51 Unit No. 409

Unit Owner/Eligible Person: Anthony John Papworth

Anthony John Papworth
409/59 Constitution Avenue
CAMPBELL ACT 2612

1. Committee Details

Martin Leslie Page	Mark De Bortoli
Serina Cardone	
Michael da Silva Salgueiro	
William Andrew Maher	
Joe Cardone	

C/O - Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602
02 6171 9700

2. Corporations Manager

The name and contact details of the corporations manager:

Mathew Kenna
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

3. Records

The place where the corporation's records can be inspected and contact details:

Mathew Kenna
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

7. Borrowings

Loan Amount: N/A
Loan Tenure:
Loan Start date:
Interest Rate:
Bank:

8. Sustainability Infrastructure

Sustainability Infrastructure: N/A

9. Planning and Land Authority Crown Lease Extension



Lease Expiry Date: 03/06/2114

10. Swimming Pool

Does the Units Plan have a regulated swimming pool? **No**

If yes, refer to **attached** documents prescribed by regulation.

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

<p>Date: 09/04/2026 The Common Seal of The Owners – Units Plan No 4691</p>	
<p>Was hereunto affixed in The presence of</p> <p></p> <p>Signature: _____</p>	

Vantage Strata Pty Ltd

Level 4, DKS No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

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Contracts Register

4691 Siena 59 Constitution Avenue

Page 1

Contractor Name and Address: 360 Degree Fire PO Box 333 QUEANBEYAN NSW 2620	Details of Duties: Fire Protection Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 10/07/2020 Terms: Copy of Agreement on File? N	Termination Date: 10/08/2028 Options: Workers Comp No:
Contractor Name and Address: Fairy Services	Details of Duties: Cleaning Services Delegated Powers: Basis of Remuneration: Commencement Date: 09/07/2019 Terms: - Copy of Agreement on File? N	Termination Date: 19/12/2027 Options: Workers Comp No:
Contractor Name and Address: Focus Facilities Maintenance PO Box 7006 KALEEN ACT 2617	Details of Duties: Gardening Services Delegated Powers: Basis of Remuneration: Commencement Date: 19/07/2021 Terms: Copy of Agreement on File? N	Termination Date: 18/07/2026 Options: Workers Comp No:
Contractor Name and Address: HVAC Canberra 27 Molonglo Mall FYSHWICK ACT 2609	Details of Duties: HVAC Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 01/12/2023 Terms: 3 years Copy of Agreement on File? N	Termination Date: 30/11/2026 Options: Workers Comp No:
Contractor Name and Address: O'Neill & Brown Plumbing 13 Bedford St QUEANBEYAN NSW 2620	Details of Duties: Hydraulic Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 11/07/2023 Terms: Copy of Agreement on File? N	Termination Date: 10/07/2026 Options: Workers Comp No:
Contractor Name and Address: Schindler Lifts Aust P/L PO Box 1268 FYSHWICK ACT 2609	Details of Duties: Lift Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 14/05/2023 Terms: 3 years Copy of Agreement on File? N	Termination Date: 13/05/2026 Options: Workers Comp No:
Contractor Name and Address: Spec Services Commercial 1/9 Beaconsfield St FYSHWICK ACT 2609	Details of Duties: Carpark Cleaning Services Delegated Powers: Basis of Remuneration: Commencement Date: 04/05/2023 Terms: 3 years Copy of Agreement on File? N	Termination Date: 04/05/2026 Options: Workers Comp No:
Contractor Name and Address: Taylr Services Pty Ltd	Details of Duties: Parcel Locker Services	

Vantage Strata Pty Ltd

Level 4, DKS No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

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Contracts Register

4691 Siena 59 Constitution Avenue

	Delegated Powers:	
	Basis of Remuneration:	
	Commencement Date: 15/12/2024	Termination Date: 14/12/2027
	Terms:	Options:
	Copy of Agreement on File? N	Workers Comp No:
Contractor Name and Address: VANTAGE STRATA PTY LTD PO Box 919 DICKSON ACT 2602	Details of Duties: Building Management Agreement	
	Delegated Powers:	
	Basis of Remuneration:	
	Commencement Date: 09/06/2023	Termination Date: 08/06/2026
	Terms: 3 years	Options:
	Copy of Agreement on File? N	Workers Comp No:
Contractor Name and Address: VANTAGE STRATA PTY LTD PO Box 919 DICKSON ACT 2602	Details of Duties: Strata Management Agreement	
	Delegated Powers:	
	Basis of Remuneration:	
	Commencement Date: 09/06/2023	Termination Date: 08/06/2026
	Terms: 3 years	Options:
	Copy of Agreement on File? N	Workers Comp No:

Vantage Strata Pty Ltd

Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

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OWNER LEDGER from 01/01/24 to 09/04/26 Contribution Schedule

U/Plan: 4691
Building Address: 59 Constitution Avenue
: Kalma Way
Suburb: CAMPBELL
Building Name: Siena
GST?: Yes

Units: 90 **Lots:** 90
State: ACT **Post Code:** 2612
ABN: 98607252448
Manager: Mathew Kenna

Lot 51	Unit 409	Anthony John Papworth				
Date	Ref	Details	Debit	Credit	Balance	
01/01/24		Opening Balance	\$0.00	\$0.00	\$0.00	
15/02/24	1888	SolarHub Installation (1st Instalment)	\$175.45	\$0.00	\$175.45	DR
15/02/24	2243	Receipt; Standard Levy Contribution Schedule for 09/01/2024 to 08/04/2024 Levy Ref# 1669	\$0.00	\$962.55	\$787.10	CR
15/02/24	2244	Receipt; SolarHub Installation (1st Instalment) Levy Ref# 1888	\$0.00	\$175.45	\$962.55	CR
10/03/24	1669	Standard Levy Contribution Schedule From: 09/01/2024 To: 08/04/2024	\$962.55	\$0.00	\$0.00	CR
15/04/24	1979	SolarHub Installation (2n Instalment)	\$350.91	\$0.00	\$350.91	DR
17/04/24	2414	Receipt; SolarHub Installation (2n Instalment) Levy Ref# 1979	\$0.00	\$350.91	\$0.00	CR
07/05/24	2478	Receipt; Standard Levy Contribution Schedule for 09/04/2024 to 08/07/2024 Levy Ref# 1670	\$0.00	\$962.55	\$962.55	CR
07/05/24	2479	Receipt; SolarHub Installation (3rd Instalment) Levy Ref# 2071	\$0.00	\$175.45	\$1,138.00	CR
15/05/24	2071	SolarHub Installation (3rd Instalment)	\$175.45	\$0.00	\$962.55	CR
10/06/24	1670	Standard Levy Contribution Schedule From: 09/04/2024 To: 08/07/2024	\$962.55	\$0.00	\$0.00	CR
01/10/24	2321	Standard Levy Contribution Schedule From: 09/07/2024 To: 08/10/2024	\$960.85	\$0.00	\$960.85	DR
03/10/24	2781	Receipt; Standard Levy Contribution Schedule for 09/07/2024 to 08/10/2024 Levy Ref# 2321	\$0.00	\$960.85	\$0.00	CR
10/12/24	2322	Standard Levy Contribution Schedule From: 09/10/2024 To: 08/01/2025	\$960.85	\$0.00	\$960.85	DR
15/01/25	2489	Charge for arrears notice dated 15/01/2025	\$55.00	\$0.00	\$1,015.85	DR
21/01/25	2931	Receipt; Standard Levy Contribution Schedule for 09/10/2024 to 08/01/2025 Levy Ref# 2322 Interest Paid	\$0.00	\$960.85	\$55.00	DR
21/01/25	2932	Receipt; Charge for arrears notice dated 15/01/2025 Levy Ref# 2489	\$0.00	\$53.42	\$1.58	DR
14/02/25	2970	Receipt; Standard Levy Contribution Schedule for 09/01/2025 to 08/04/2025 Levy Ref# 2323	\$0.00	\$960.85	\$959.27	CR
14/02/25	2971	Receipt; Charge for arrears notice dated 15/01/2025 Levy Ref# 2489	\$0.00	\$1.58	\$960.85	CR

Vantage Strata Pty Ltd

Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

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OWNER LEDGER from 01/01/24 to 09/04/26 Contribution Schedule

U/Plan: 4691
Building Address: 59 Constitution Avenue
: Kalma Way
Suburb: CAMPBELL
Building Name: Siena
GST?: Yes

Units: 90 **Lots:** 90

State: ACT **Post Code:** 2612

ABN: 98607252448
Manager: Mathew Kenna

Lot 51	Unit 409	Anthony John Papworth (Continued)			
Date	Ref	Details	Debit	Credit	Balance
10/03/25	2323	Standard Levy Contribution Schedule From: 09/01/2025 To: 08/04/2025	\$960.85	\$0.00	\$0.00 CR
09/05/25	3075	Receipt; Standard Levy Contribution Schedule for 09/04/2025 to 08/07/2025 Levy Ref# 2324	\$0.00	\$960.85	\$960.85 CR
10/06/25	2324	Standard Levy Contribution Schedule From: 09/04/2025 To: 08/07/2025	\$960.85	\$0.00	\$0.00 CR
29/09/25	3227	Receipt; Standard Levy Contribution Schedule for 09/07/2025 to 08/10/2025 Levy Ref# 2709	\$0.00	\$1,006.40	\$1,006.40 CR
02/10/25	2709	Standard Levy Contribution Schedule From: 09/07/2025 To: 08/10/2025	\$1,006.40	\$0.00	\$0.00 CR
11/11/25	3321	Receipt; Standard Levy Contribution Schedule for 09/10/2025 to 08/01/2026 Levy Ref# 2710	\$0.00	\$1,006.40	\$1,006.40 CR
10/12/25	2710	Standard Levy Contribution Schedule From: 09/10/2025 To: 08/01/2026	\$1,006.40	\$0.00	\$0.00 CR
12/02/26	3440	Receipt; Standard Levy Contribution Schedule for 09/01/2026 to 08/04/2026 Levy Ref# 2711	\$0.00	\$1,006.40	\$1,006.40 CR
10/03/26	2711	Standard Levy Contribution Schedule From: 09/01/2026 To: 08/04/2026	\$1,006.40	\$0.00	\$0.00 CR
		Closing Balance	\$9,544.51	\$9,544.51	\$0.00 CR
		Interest Due	\$0.00		\$0.00
		Total Balance	\$9,544.51	\$9,544.51	\$0.00 CR

Date Issued: 23 June 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	UP 4691 Siena	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	01GS544935	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 17 June 2025, Local Standard Time
	To:	4.00pm on 17 June 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	59 Constitution Avenue, Campbell ACT 2612	
Interested Parties:		

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 69,394,500
	Common Contents	AUD 693,945
	Catastrophe	AUD 10,513,267
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 10,409,175	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 91,010,887	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 20,000,000 in respect of any one Occurrence
	Property Damage	AUD 20,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 23 June 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.



Signed:

Eric Pineda
Strata Underwriter HUB

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Insurance Valuation Report

For

Siena

59 Constitution Avenue, Campbell

Scheme Number: 4691



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 207644

25 June 2024

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qjagroup.com.au

W www.qjagroup.com.au

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SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the 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 Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

The Insurance Valuation represents reinstatement 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 including:

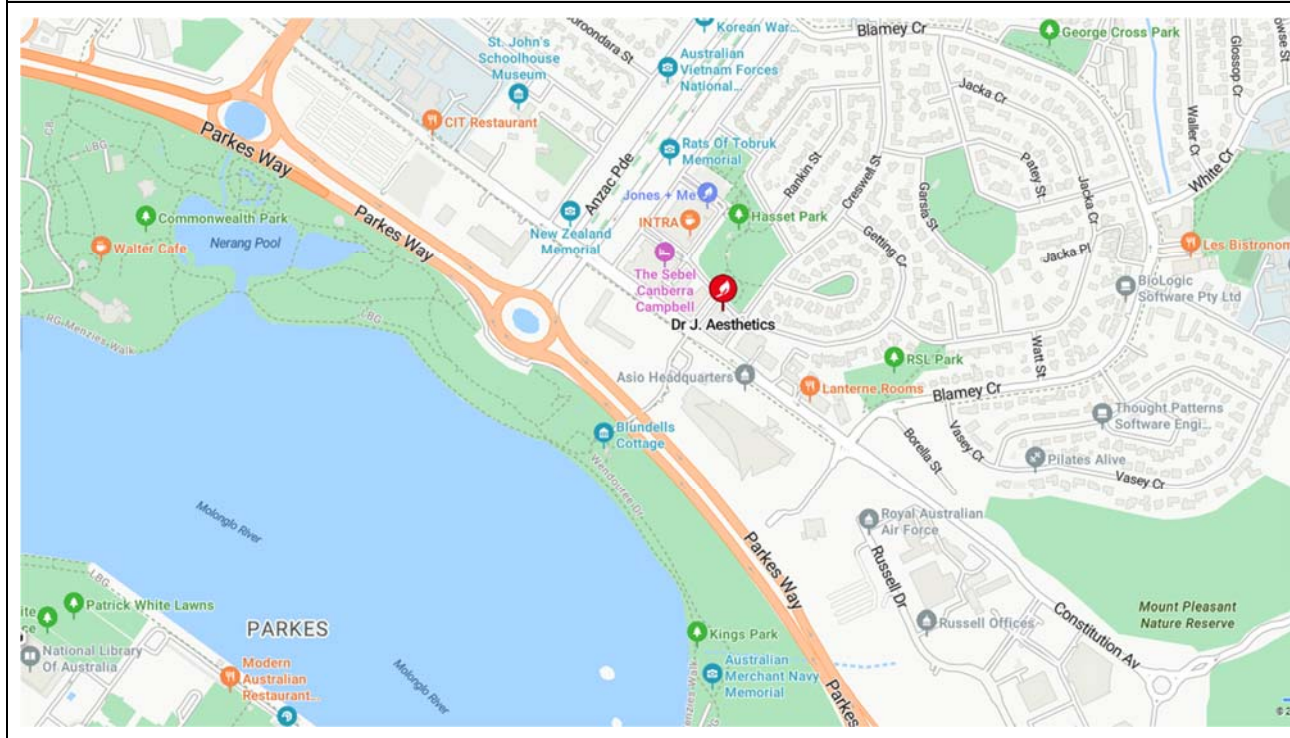
- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$50,860,000
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	15 Months
Calculated at 6% per annum over the relevant period	\$4,200,000
Progressive Subtotal:	\$55,060,000
Professional Fees:	\$4,405,000
Progressive Subtotal:	\$59,465,000
Demolition and Removal of Debris:	\$3,055,000
Progressive Subtotal:	\$62,520,000
Cost Escalation for Insurance Policy Lapse Period:	\$3,570,000
Progressive Subtotal:	\$66,090,000
Reinstatement Cost Assessment Value:	\$66,090,000 (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: Concrete.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Concrete panels.

EXTERNAL WALL FINISHES: Concrete panels & rendered.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Concrete panels & Timber/steel framed pitched.

ROOFING: Cliplock & Membrane.

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 rationalisation or modernisation of 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

Siena

59 Constitution Avenue, Campbell, ACT 2612

Scheme Number: 4691



COMPILED BY SIMON VINCENT

**On 16 October 2019 for the
15 Years Commencing: 1 August 2019
QIA Job Reference Number: 145024**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 2412,
Tuggeranong DC ACT 2901

P 1300 309 201

F 1300 369 190

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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

59 Constitution Avenue, Campbell , ACT 2612

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:	\$3.60

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.
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 3.0% 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.

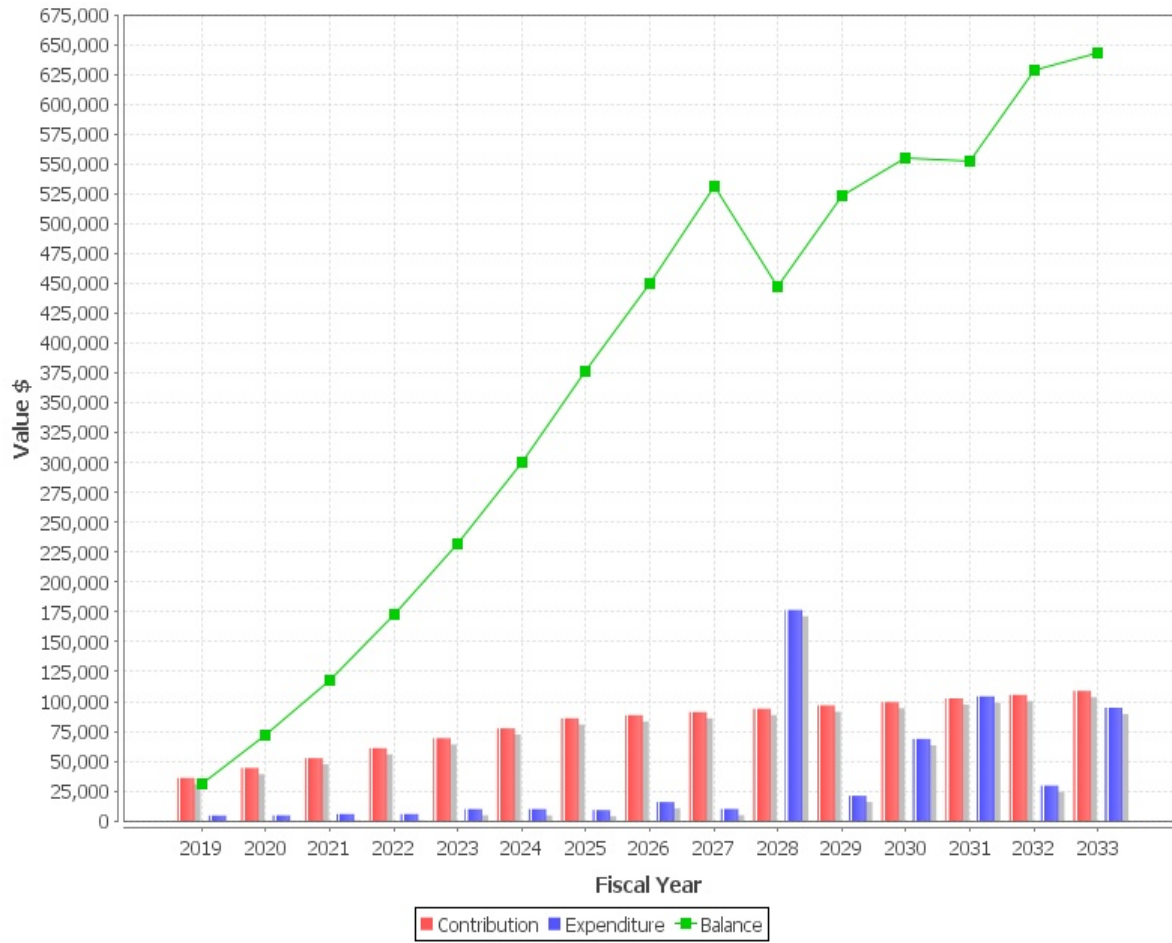
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/08/2019	\$0	\$36,000	\$3.60	\$4,500	\$31,500
2	01/08/2020	\$31,500	\$44,317	\$4.43	\$4,635	\$71,181
3	01/08/2021	\$71,181	\$52,634	\$5.26	\$5,832	\$117,983
4	01/08/2022	\$117,983	\$60,951	\$6.10	\$5,784	\$173,150
5	01/08/2023	\$173,150	\$69,268	\$6.93	\$9,936	\$232,482
6	01/08/2024	\$232,482	\$77,585	\$7.76	\$9,814	\$300,253
7	01/08/2025	\$300,253	\$85,902	\$8.59	\$9,107	\$377,047
8	01/08/2026	\$377,047	\$88,479	\$8.85	\$15,735	\$449,791
9	01/08/2027	\$449,791	\$91,133	\$9.11	\$10,064	\$530,861
10	01/08/2028	\$530,861	\$93,867	\$9.39	\$176,646	\$448,082
11	01/08/2029	\$448,082	\$96,683	\$9.67	\$21,061	\$523,704
12	01/08/2030	\$523,704	\$99,584	\$9.96	\$68,587	\$554,702
13	01/08/2031	\$554,702	\$102,571	\$10.26	\$104,244	\$553,029
14	01/08/2032	\$553,029	\$105,649	\$10.56	\$29,612	\$629,066
15	01/08/2033	\$629,066	\$108,818	\$10.88	\$94,697	\$643,187

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

August 2019		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,500
<u>Total Forecast Expenditure for year - August 2019 (Inc GST):</u>		<u>\$4,500</u>
Includes GST amount of :		\$409
August 2020		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,635
<u>Total Forecast Expenditure for year - August 2020 (Inc GST):</u>		<u>\$4,635</u>
Includes GST amount of :		\$421
August 2021		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,774
FIRE PROTECTION SYSTEMS		
- Install/replace exit signage/emergency lighting		\$1,058
<u>Total Forecast Expenditure for year - August 2021 (Inc GST):</u>		<u>\$5,832</u>
Includes GST amount of :		\$530
August 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,918
FURNITURE & FITTINGS		
- Provision to upgrade swipe/card readers		\$867
<u>Total Forecast Expenditure for year - August 2022 (Inc GST):</u>		<u>\$5,784</u>
Includes GST amount of :		\$526

August 2023	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$5,065
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,224
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$3,647
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<u>Total Forecast Expenditure for year - August 2023 (Inc GST):</u>	<u>\$9,936</u>
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Includes GST amount of :	\$903
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August 2024	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$5,217
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BASEMENT

- Replace garage door motor in 6 years	\$1,734
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TOILET

- Replace hand dryers in 6 years	\$1,707
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FIRE PROTECTION SYSTEMS

- Install/replace exit signage/emergency lighting	\$1,156
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<u>Total Forecast Expenditure for year - August 2024 (Inc GST):</u>	<u>\$9,814</u>
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Includes GST amount of :	\$892
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August 2025	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$5,374
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,299
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- Provision to upgrade security cameras & associated equipment	\$2,435
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<u>Total Forecast Expenditure for year - August 2025 (Inc GST):</u>	<u>\$9,107</u>
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Includes GST amount of :	\$828
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August 2026	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$5,535
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BASEMENT

- Repaint line marking	\$3,985
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 2% of total	\$3,762
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FURNITURE & FITTINGS

- Provision to upgrade swipe/card readers	\$975
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- Provision to replace door closers	\$780
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TOILET

- Maintain fixtures/fittings	\$697
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<u>Total Forecast Expenditure for year - August 2026 (Inc GST):</u>	<u>\$15,735</u>
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Includes GST amount of :	\$1,430
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August 2027	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$1,722
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- Capital Replacement - General	\$5,701
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,378
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FIRE PROTECTION SYSTEMS

- Install/replace exit signage/emergency lighting	\$1,263
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Total Forecast Expenditure for year - August 2027 (Inc GST): \$10,064

Includes GST amount of : \$915

August 2028 Expense
Inc GST

SUPERSTRUCTURE

- Repaint building \$66,228
- Repaint external walkway ceilings \$34,740
- Scaffold/access equip allowance \$32,523
- Repaint door face \$17,740
- Capital Replacement - General \$5,872

BASEMENT

- Repaint columns \$6,505
- Repaint door face \$3,548
- Replace stormwater pumps in 10 years \$4,435

FURNITURE & FITTINGS

- Provision to replace door closers \$828

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$4,228

Total Forecast Expenditure for year - August 2028 (Inc GST): \$176,646

Includes GST amount of : \$16,059

August 2029 Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$1,827
- Capital Replacement - General \$6,048

EXTERNAL WORKS

- Maintain common pipework \$5,482
- Ongoing partial maintenance of pathways 2% of total \$4,111

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,462
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TOILET

- Maintain tiles 10% of total	\$2,132
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<u>Total Forecast Expenditure for year - August 2029 (Inc GST):</u>	<u>\$21,061</u>
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Includes GST amount of :	\$1,915
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August 2030

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$6,229
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BASEMENT

- Replace supply/directional fans	\$45,168
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- Replace garage door motor in 6 years	\$2,070
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- Replace carwash pump and trap in 12 years	\$3,450
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FURNITURE & FITTINGS

- Provision to upgrade swipe/card readers	\$1,098
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- Provision to replace door closers	\$878
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TOILET

- Replace hand dryers in 6 years	\$2,039
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FIRE PROTECTION SYSTEMS

- Install/replace exit signage/emergency lighting	\$1,380
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ROOF

- Maintain metal roof fixings/flashings	\$6,273
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<u>Total Forecast Expenditure for year - August 2030 (Inc GST):</u>	<u>\$68,587</u>
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Includes GST amount of :	\$6,235
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August 2031		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$1,938
- Provision for partial podium slab membrane replacement 20% of total		\$14,942
- Capital Replacement - General		\$6,416
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$1,551
- Provision to upgrade intercom systems & associated equipment		\$52,500
ROOF		
- Provision for partial balcony membrane replacement 10%		\$26,896
<u>Total Forecast Expenditure for year - August 2031 (Inc GST):</u>		<u>\$104,244</u>
Includes GST amount of :		\$9,477
August 2032		Expense Inc GST
SUPERSTRUCTURE		
- Replace external door/frame		\$7,862
- Capital Replacement - General		\$6,609
DRIVEWAY		
- Maintain driveway 20% of total		\$4,393
EXTERNAL WORKS		
- Ongoing partial maintenance of pathways 2% of total		\$4,492
FURNITURE & FITTINGS		
- Provision to upgrade security cameras & associated equipment		\$2,995
- Provision to replace door closers		\$932

TOILET

- Maintain tiles 10% of total	\$2,329
<u>Total Forecast Expenditure for year - August 2032 (Inc GST):</u>	<u>\$29,612</u>
Includes GST amount of :	\$2,692

August 2033Expense
Inc GST**SUPERSTRUCTURE**

- Replace external door/frame	\$8,098
- Provision to replace balustrade/handrail fixings	\$2,057
- Replace planter box membrane in 15 years	\$13,710
- Capital Replacement - General	\$6,807

BASEMENT

- Replace exhaust fans	\$51,413
- Maintain/repair main garage door running gear	\$1,131

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,645
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$3,428
- Provision to replace portable fire extinguishers	\$4,901
- Install/replace exit signage/emergency lighting	\$1,508

Total Forecast Expenditure for year - August 2033 (Inc GST): \$94,697

Includes GST amount of : \$8,609

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint building	\$44,800	2028	10										66228					
- Repaint external walkway ceilings	\$23,500	2028	10										34740					
- Scaffold/access equip allowance	\$22,000	2028	10										32523					
- Repaint door face	\$12,000	2028	10										17740					
- Replace external door/frame	\$4,725	2032	14														7862	8098
- Provision to replace balustrade/handrail fixings	\$1,200	2027	2									1722		1827		1938		2057
- Provision for partial podium slab membrane replacement 20% of total	\$9,250	2031	3													14942		
- Replace planter box membrane in 15 years	\$8,000	2033	15															13710
- Capital Replacement - General	\$3,972	2019	0	4500	4635	4774	4918	5065	5217	5374	5535	5701	5872	6048	6229	6416	6609	6807
BASEMENT																		
- Replace exhaust fans	\$30,000	2033	15															51413
- Repaint line marking	\$2,860	2026	8								3985							
- Repaint columns	\$4,400	2028	10										6505					
- Replace supply/directional fans	\$28,800	2030	12												45168			
- Repaint door face	\$2,400	2028	10										3548					
- Maintain/repair main garage door running gear	\$660	2033	15															1131
- Replace garage door motor in 6 years	\$1,320	2024	6						1734						2070			
- Replace carwash pump and trap in 12 years	\$2,200	2030	12												3450			
- Replace stormwater pumps in 10 years	\$3,000	2028	10										4435					
DRIVEWAY																		
- Maintain driveway 20% of total	\$2,640	2032	4														4393	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
EXTERNAL WORKS																		
- Maintain common pipework	\$3,600	2029	6											5482				
- Ongoing partial maintenance of pathways 2% of total	\$2,700	2026	3								3762			4111			4492	
FURNITURE & FITTINGS																		
- Ongoing partial replacement of exterior lighting	\$960	2023	2					1224		1299		1378		1462		1551		1645
- Provision to upgrade swipe/card readers	\$700	2022	4				867				975				1098			
- Provision to upgrade security cameras & associated equipment	\$1,800	2025	7							2435								2995
- Provision to upgrade intercom systems & associated equipment	\$32,500	2031	13													52500		
- Provision to replace door closers	\$560	2026	2								780		828		878			932
TOILET																		
- Maintain fixtures/fittings	\$500	2026	8								697							
- Maintain tiles 10% of total	\$1,400	2029	3											2132				2329
- Replace hand dryers in 6 years	\$1,300	2024	6						1707						2039			
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$2,000	2033	15															3428
- Provision to replace portable fire extinguishers	\$2,860	2023	5					3647					4228					4901
- Install/replace exit signage/emergency lighting	\$880	2021	3			1058			1156			1263			1380			1508
ROOF																		
- Maintain metal roof fixings/flashings	\$4,000	2030	5												6273			
- Provision for partial balcony membrane replacement 10%	\$16,650	2031	3													26896		
Total				4500	4635	5832	5784	9936	9814	9107	15735	10064	176646	21061	68587	104244	29612	94697
Includes GST amount of				409	421	530	526	903	892	828	1430	915	16059	1915	6235	9477	2692	8609

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint building	\$44,800	2028	10	5777	11728	17856	24169	30671	37369	44267	51372	58690	66228	7764	15761	23997	32481	41219
- Repaint external walkway ceilings	\$23,500	2028	10	3030	6152	9367	12678	16089	19602	23220	26947	30786	34740	4073	8267	12588	17038	21622
- Scaffold/access equip allowance	\$22,000	2028	10	2837	5759	8769	11869	15062	18351	21738	25228	28821	32523	3813	7740	11785	15951	20242
- Repaint door face	\$12,000	2028	10	1547	3141	4783	6474	8216	10010	11857	13761	15721	17740	2080	4222	6428	8701	11041
- Replace external door/frame	\$4,725	2032	14	460	934	1422	1925	2443	2976	3526	4092	4675	5275	5893	6530	7186	7862	8098
- Provision to replace balustrade/handrail	\$1,200	2027	2	170	344	524	709	900	1096	1299	1507	1722	900	1827	955	1938	1013	2057
- Provision for partial podium slab membrane replacement 20% of total	\$9,250	2031	3	957	1942	2957	4003	5079	6189	7331	8508	9720	10968	12254	13578	14942	5282	10723
- Replace planter box membrane in 15 years	\$8,000	2033	15	737	1496	2278	3084	3914	4768	5648	6555	7489	8450	9441	10462	11512	12595	13710
- Capital Replacement - General	\$3,972	2019	0	4500	4635	4774	4918	5065	5217	5374	5535	5701	5872	6048	6229	6416	6609	6807
BASEMENT																		
- Replace exhaust fans	\$30,000	2033	15	2764	5612	8544	11565	14676	17881	21181	24581	28083	31690	35405	39231	43172	47232	51413
- Repaint line marking	\$2,860	2026	8	448	910	1385	1875	2379	2899	3434	3985	568	1152	1755	2375	3014	3672	4350
- Repaint columns	\$4,400	2028	10	567	1152	1754	2374	3013	3670	4348	5046	5765	6505	763	1548	2357	3190	4049
- Replace individual garage doors in 35 years	\$8,800		35	450	915	1392	1885	2392	2914	3452	4006	4577	5164	5770	6393	7036	7697	8379
- Replace supply/directional fans	\$28,800	2030	12	3183	6461	9837	13315	16897	20587	24387	28301	32333	36485	40762	45168	4538	9211	14025
- Repaint door face	\$2,400	2028	10	309	628	957	1295	1643	2002	2371	2752	3144	3548	416	844	1286	1740	2208
- Replace garage door in 30 years	\$4,200		30	236	478	728	986	1251	1525	1806	2096	2394	2702	3019	3345	3681	4027	4384
- Maintain/repair main garage door running	\$660	2033	15	61	123	188	254	323	393	466	541	618	697	779	863	950	1039	1131
- Replace garage door motor in 6 years	\$1,320	2024	6	268	544	829	1122	1423	1734	320	650	989	1339	1699	2070	382	775	1181
- Replace carwash pump and trap in 12 years	\$2,200	2030	12	243	493	751	1017	1291	1572	1863	2162	2470	2787	3114	3450	347	703	1071
- Replace stormwater pumps in 10 years	\$3,000	2028	10	387	785	1196	1619	2054	2502	2964	3440	3930	4435	520	1055	1607	2175	2760
DRIVEWAY																		
- Maintain driveway 20% of total	\$2,640	2032	4	257	522	795	1076	1365	1663	1970	2286	2612	2947	3293	3649	4015	4393	1182
EXTERNAL WORKS																		
- Maintain common pipework	\$3,600	2029	6	428	869	1323	1791	2272	2769	3280	3806	4348	4907	5482	1012	2054	3127	4233

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
- Ongoing partial maintenance of pathways 2% of total	\$2,700	2026	3	423	859	1308	1770	2246	2737	3242	3762	1330	2700	4111	1453	2950	4492	1588
FURNITURE & FITTINGS																		
- Replace mail boxes in 25 years	\$13,650		25	862	1750	2665	3607	4578	5578	6607	7668	8760	9885	11044	12237	13467	14733	16037
- Ongoing partial replacement of exterior	\$960	2023	2	231	468	713	965	1224	640	1299	679	1378	720	1462	764	1551	810	1645
- Provision to upgrade swipe/card readers	\$700	2022	4	207	421	641	867	233	473	720	975	262	533	811	1098	295	599	912
- Provision to upgrade security cameras & associated equipment	\$1,800	2025	7	318	645	982	1329	1687	2056	2435	391	793	1208	1635	2075	2528	2995	481
- Provision to upgrade intercom systems & associated equipment	\$32,500	2031	13	3362	6824	10390	14063	17847	21744	25758	29892	34150	38536	43054	47707	52500	4937	10021
- Provision to replace door closers	\$560	2026	2	88	178	271	367	466	567	672	780	408	828	433	878	459	932	487
TOILET																		
- Maintain fixtures/fittings	\$500	2026	8	78	159	242	328	416	507	601	697	99	201	307	415	527	642	760
- Maintain tiles 10% of total	\$1,400	2029	3	166	338	515	696	884	1077	1276	1480	1691	1908	2132	754	1530	2329	823
- Replace hand dryers in 6 years	\$1,300	2024	6	264	536	816	1104	1401	1707	315	640	974	1319	1674	2039	376	764	1163
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$27,000		17	2256	4579	6972	9437	11976	14591	17285	20059	22917	25860	28891	32014	35230	38543	41955
- Provision to replace fire hose reels	\$2,000	2033	15	184	374	570	771	979	1192	1412	1639	1872	2113	2361	2616	2879	3149	3428
- Provision to replace portable fire	\$2,860	2023	5	687	1394	2123	2874	3647	796	1617	2461	3332	4228	923	1874	2853	3862	4901
- Provision to replace fire hydrant valves	\$6,000		20	444	901	1371	1856	2355	2869	3399	3945	4507	5086	5682	6296	6928	7580	8251
- Install/replace exit signage/emergency	\$880	2021	3	342	695	1058	374	759	1156	409	829	1263	446	906	1380	488	990	1508
ROOF																		
- Replace guttering in 30 years	\$7,280		30	409	829	1263	1709	2169	2643	3131	3633	4151	4684	5233	5798	6381	6981	7599
- Maintain metal roof fixings/flashings	\$4,000	2030	5	442	897	1366	1849	2347	2859	3387	3930	4490	5067	5661	6273	1370	2781	4234
- Replace membrane in 20 years	\$35,000		20	2588	5253	7999	10826	13739	16739	19829	23012	26290	29666	33144	36726	40416	44216	48130
- Provision for partial balcony membrane replacement 10%	\$16,650	2031	3	1722	3496	5323	7205	9143	11139	13196	15314	17495	19742	22057	24441	26896	9508	19302
- Replace aluminium slat fencing in 30 years	\$18,400		30	1033	2096	3192	4320	5482	6679	7912	9182	10490	11838	13225	14655	16127	17644	19205

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
PLANT & EQUIPMENT																		
- Refurbish lift interiors in 20 years	\$17,000		20	1257	2552	3885	5258	6673	8130	9631	11177	12769	14409	16098	17838	19630	21476	23377
- Provision for mechanical upgrade of lifts in 25 years	\$220,000		25	13898	28212	42956	58142	73784	89895	106489	123582	141187	159320	177997	197234	217049	237458	258479
TOTAL ACCRUALS				56377	114444	173198	233935	292517	353649	417616	477150	545700	450704	513749	532727	519418	594322	615473

* 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 repair, replacement or overhaul of the items identified in this report. However as there is no definitive scope of works for the repair, replacement or overhaul 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 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. 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.

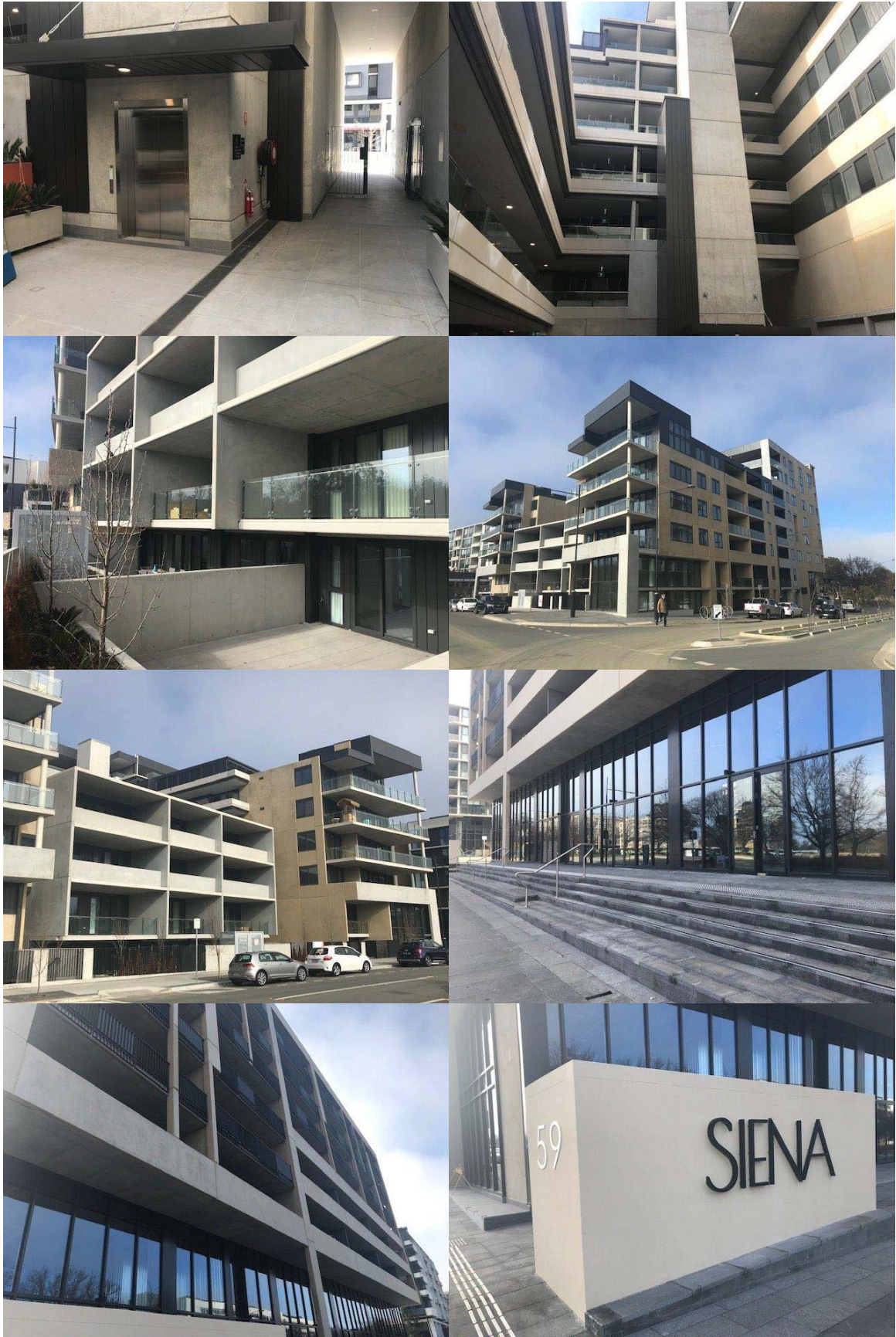
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, 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.

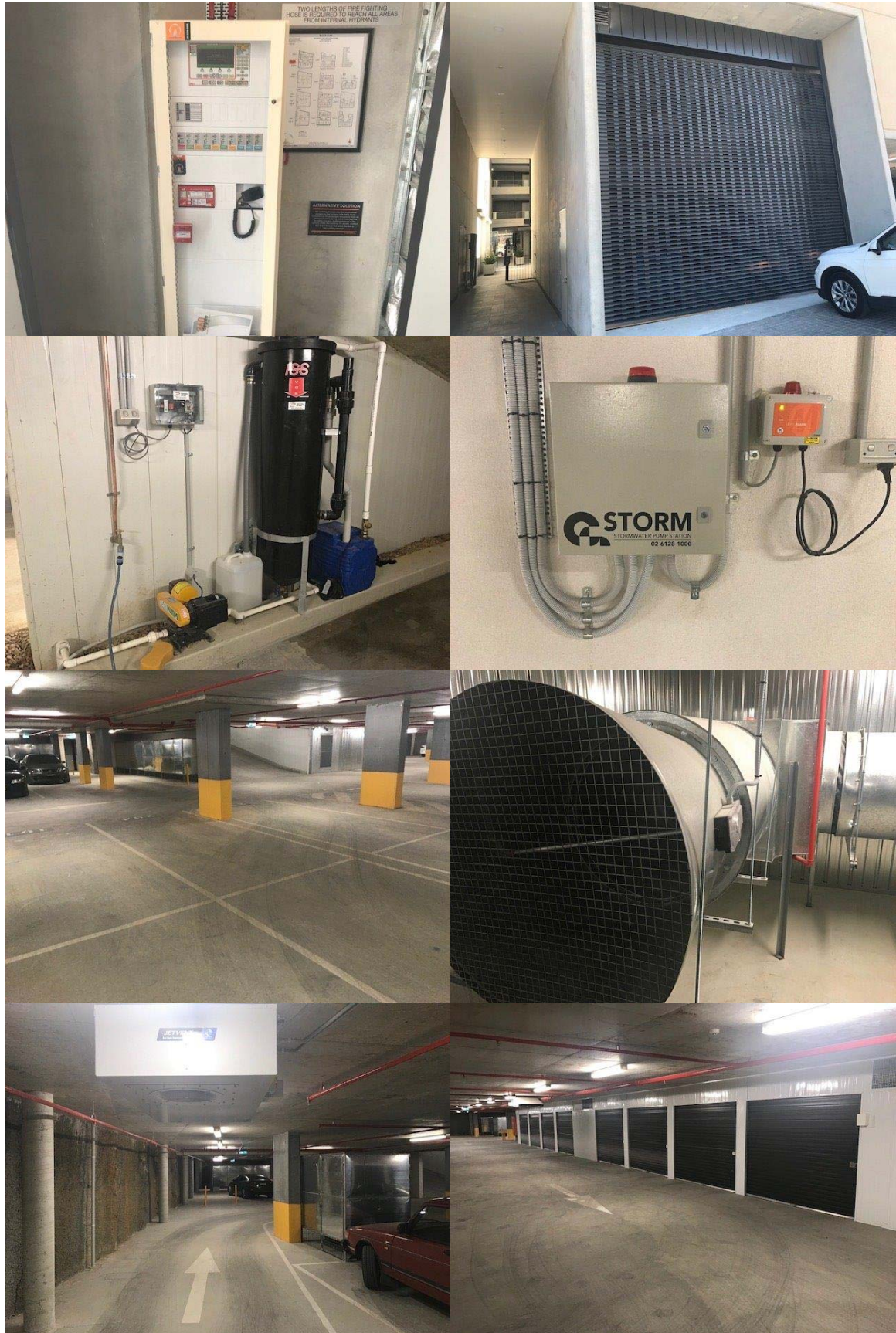
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report does not consider or make recommendations as to the condition of gas fittings and supply systems; 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.

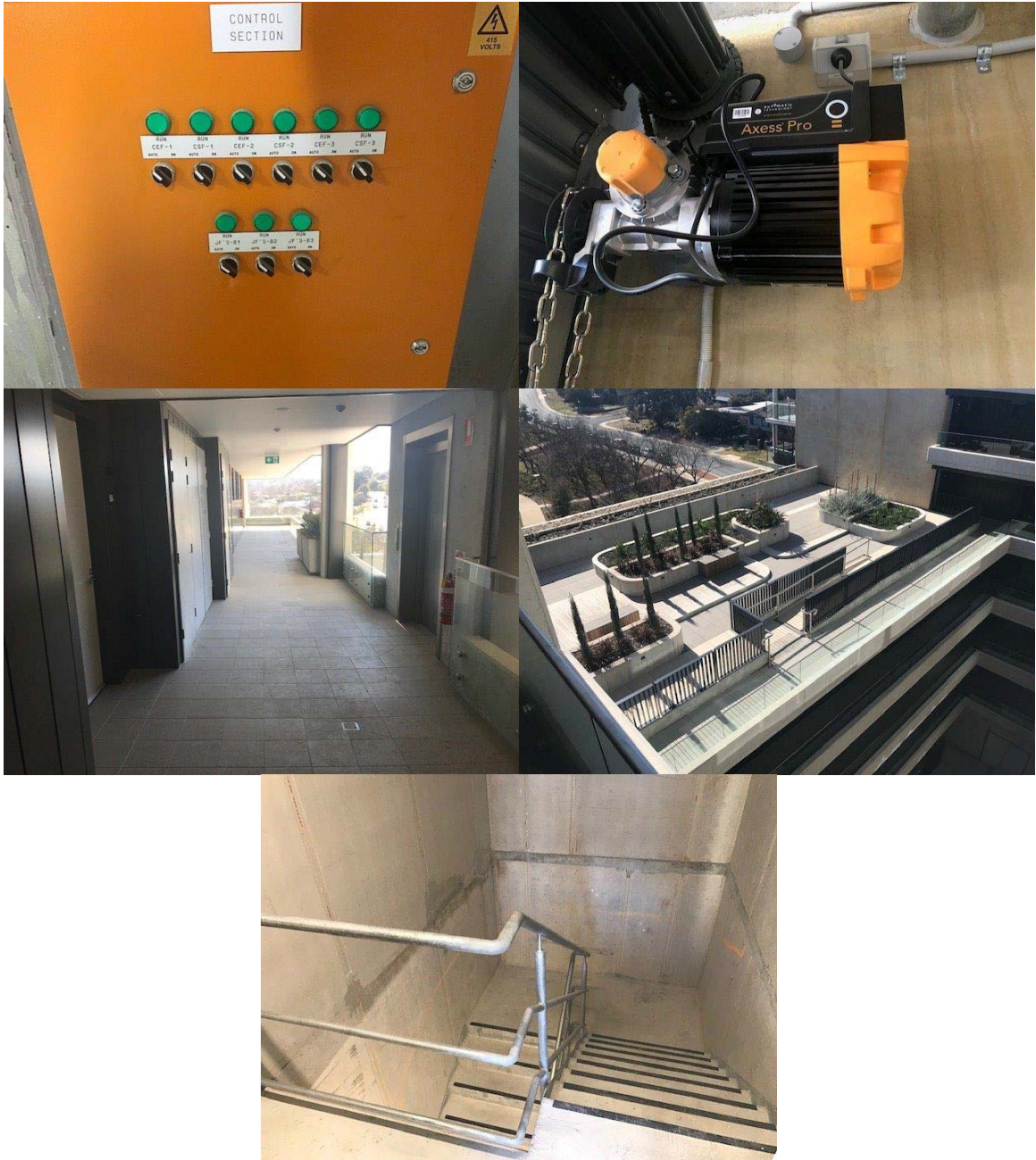
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety 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 retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







AUSTRALIAN CAPITAL TERRITORY

Certificate of Title

Land Titles Act 1925

Pursuant to S.44 of the Land Titles Act 1925, I certify that the registered proprietor is the owner of an estate in respect to the land described in this certificate. This Certificate of Title is subject to those unsatisfied mortgages and encumbrances, and any other interests to which the land is subject.



A handwritten signature in black ink, appearing to read 'David Snowden'.

David Snowden
Registrar-General

LAND

Campbell Section 133 Block 1 on Deposited Plan 11289 with 90 units on Unit Plan 4691
Lease commenced on 09/07/2019

REGISTERED PROPRIETOR**Common Property:**

The Owners-Units Plan No 4691
of Vantage Strata Jamieson House 90/43 Constitution Avenue Reid ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

Registration Date	Registration Number	Description of Interest
		Original title is Volume NA Folio NA Purpose Clause: Refer Units Plan
09/07/2019	2225064	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:2189/55 End of interests



Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 3 of Sheets 37

SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CAMPBELL	133	1	4691

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	54	3	2413	21
2	55	3	2413	22
3	106	6	2413	23
4	99	5	2413	24
5	215	6	2413	25
6	100	4	2413	26
7	87	4	2413	27
8	80	4	2413	28
9	54	3	2413	29
10	95	4	2413	30
11	69	4	2413	31
12	96	4	2413	32
13	106	4	2413	33
14	96	4	2413	34
15	80	4	2413	35
16	56	3	2413	36
17	196	5	2413	37
18	96	4	2413	38
19	66	3	2413	39
20	96	4	2413	40
21	177	4	2413	41
22	78	4	2413	42
23	96	4	2413	43
24	123	4	2413	44
25	85	4	2413	45

Aggregate

See Sheet 6

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:



XI ME
Sole Director

Signature of Lessee

Volume

Folio

2413

20

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

Dated First this day of July 2019

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General



Deputy Registrar-General

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 4 of Sheets 37

SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

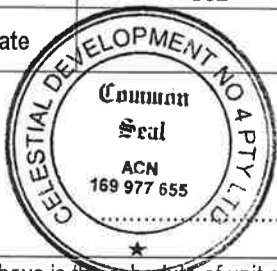
1. LAND

District/Division	Section	Block	Unit Plan No
CAMPBELL	133	1	4691

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	99	5	2413	46
27	102	5	2413	47
28	84	5	2413	48
29	124	4	2413	49
30	96	4	2413	50
31	86	4	2413	51
32	57	3	2413	52
33	174	4	2413	53
34	96	4	2413	54
35	67	3	2413	55
36	97	4	2413	56
37	179	4	2413	57
38	80	4	2413	58
39	96	4	2413	59
40	100	6	2413	60
41	89	4	2413	61
42	104	5	2413	62
43	104	5	2413	63
44	92	4	2413	64
45	100	5	2413	65
46	96	4	2413	66
47	82	4	2413	67
48	60	3	2413	68
49	185	4	2413	69
50	182	4	2413	70

Aggregate See Sheet 6



XI ME
Sole Director
Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
2413	20

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

Dated First this day of July 2019
Lyn Tankey
Delegate of the Authority/Executive

David Snowden
David Snowden
Registrar-General
Deputy Registrar-General

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 5 of Sheets 37

SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CAMPBELL	133	1	4691

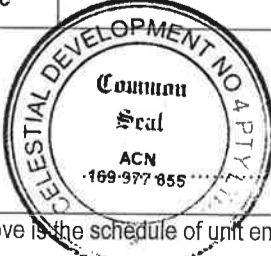
2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	83	4	2413	71
52	96	4	2413	72
53	101	5	2413	73
54	93	5	2413	74
55	111	5	2413	75
56	111	5	2413	76
57	92	5	2413	77
58	101	5	2413	78
59	96	4	2413	79
60	87	4	2413	80
61	60	3	2413	81
62	187	5	2413	82
63	185	4	2413	83
64	88	4	2413	84
65	96	4	2413	85
66	126	4	2413	86
67	94	4	2413	87
68	109	5	2413	88
69	109	5	2413	89
70	94	4	2413	90
71	129	5	2413	91
72	67	3	2413	92
73	134	4	2413	93
74	96	5	2413	94
75	134	6	2413	95

Aggregate See Sheet 6

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
2413	20




XI HE
Sole Director
Signature of Lessee

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

Dated First this day of July 2019

Lyn Tankey
Lyn Tankey
Delegate of the Authority/Executive

David Snowden
David Snowden
Registrar-General



Deputy Registrar-General

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 6 of Sheets 37

SUE
Form 078



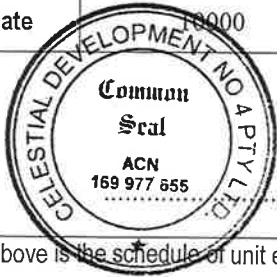
SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CAMPBELL	133	1	4691

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	106	5	2413	96
77	96	4	2413	97
78	134	4	2413	98
79	67	3	2413	95
80	266	3	2413	10
81	230	3	2414	1
82	230	3	2414	2
83	273	3	2414	3
84	75	1	2414	4
85	61	1	2414	5
86	130	1	2414	6
87	169	2	2414	7
88	159	2	2414	8
89	122	2	2414	9
90	111	1	2414	10

Aggregate	355	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:				
		<table border="1"> <thead> <tr> <th>Volume</th> <th>Folio</th> </tr> </thead> <tbody> <tr> <td>2413</td> <td>20</td> </tr> </tbody> </table>	Volume	Folio	2413	20
Volume	Folio					
2413	20					

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

Dated First this day of July 2019

Lyn Tankey
Lyn Tankey
Delegate of the Authority/Executive

David Snowden
David Snowden
Registrar-General

David Snowden
Deputy Registrar-General



UNITS PLAN 4691, 'SIENA', 59 CONSTITUTION AVENUE,
CAMPBELL

Owners Corporation Rules

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 1 Section 133 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) *Common Property* as defined by the *Unit Title Act 2001*
- (e) *Executive Committee* means the executive committee of the owners corporation established under the Act.
- (f) *Executive Committee Representative* means a person authorised in writing by the executive committee under rule 11(d).
- (g) *Manager of the Owners Corporation* means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (h) *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.
- (i) *Owners Corporation* means the owners corporation established for the units plan for the Building.
- (j) *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 25.
- (k) *Territory* means the Australian Capital Territory.
- (l) *Unit* means a unit subsidiary.
- (m) *Unit Owner* means the registered proprietor of the lease of the Unit and includes a part-owner.
- (n) *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.
- (c) The word "includes" in any form is not a word of limitation.
- (d) In the event of any inconsistency between these Rules and relevant legislation, the legislation prevails.
- (e) A reference to a 'balcony' includes a reference to a 'courtyard'.

2. Payment of rates and taxes by Unit Owners

A Unit Owner must pay all rates, taxes and any other amount payable for the Unit.

3. Repairs and Maintenance

- (a) A Unit Owner must ensure that the unit is kept 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.
- (c) The Owner's Corporation must carry out any work in relation to the Common Property and do anything else in relation to the Common Property that is required by a Territory law.
- (d) All work undertaken must be to a standard to ensure compliance with any Territory law.

4. Erections and Alterations

4.1. General

- (a) An Occupier shall not erect or alter any structure in or on a Unit or Common Property 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.
- (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 minor changes to a Unit or Common Property that do not alter or otherwise impact the Building e.g. hanging pictures.
- (c) A Unit Occupier must 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.
- (f) Where the Executive Committee considers that a request may substantively impact the aesthetic or structure of the Unit Owner, the matter is to be referred to the Owners Corporation for decision.

4.2. Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, Unit Occupier must not:
 - (i) install fixed fly screens or security screens on the Unit balcony or Unit entry doors; or
 - (ii) make any alteration or modification to their Unit or balcony doors or windows,without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.
- (b) For the purposes of rule 4.2(a)(ii):

An alteration or modification does not include the installation of a pet door, deadlocks or peepholes subject to that it does not:

 - (i) impede the safe emergency exit from the Unit or Common Property and
 - (ii) effect the fire protection provided by the door/s, to the Unit and/or Common Property and
 - (iii) negatively impact the warranty and effectiveness of the door.
- (c) If requested by the Manager of the Owners Corporation or Executive Committee, a Unit Occupier 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.
- (d) A Unit Owner or Occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.



- (e) 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.

5. Use of Common Property

- (a) A Unit Occupier 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 Occupier of another Unit.
- (b) Specifically, a Unit Occupier must not:
 - (i) store any items on the Common Property, other than small ornamental objects that do not obstruct fire exits, such as pot plants;
 - (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 Occupier or an animal in their control soils or dirties any part of the Common Property, the Occupier must clean that part of the Common Property at the Occupier's cost and expense.
- (d) Requests for temporary and minor use of the Common Property must be submitted to the Owners Corporation for consideration by the Executive Committee. Decisions are to be provided in writing. Approval may be withdrawn by the Executive Committee in writing where stated conditions are not met.
- (e) Other requests for use of the Common Property are to be submitted to the Owners Corporation for consideration by the Executive Committee.

6. Use of Unit—hazardous use

- (a) A Unit Occupier must not use a unit, or permit it to be used, so as to cause a hazard to an Occupier of another Unit.
- (b) A Unit Occupier must not store any hazardous, dangerous or flammable materials in a Unit or on a balcony.
 - (i) For the purposes of clarification, this does not include chemicals liquids, gases or other material used or intended to be used for domestic purposes in the Unit such as household cleaning products in quantities that would be considered reasonable for maintenance of a residential property.



7. Use of Unit—nuisance or annoyance

- (a) A Unit Occupier must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an Occupier of another Unit.
- (b) A dispute between Unit Occupant as to whether a use causes a nuisance or substantial annoyance to an Occupant 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 Occupant 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 Occupier 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 Occupier 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.
 - (iii) If appropriate the Executive Committee may seek advice or refer matters to the ACT Government for measuring or resolution of any complaints.

8.2. Floor coverings

- (a) A Unit Occupant 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 Occupant must not alter or substitute the floor covering of a Unit with any material which may emit noise causing a nuisance or disturb the Occupant 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.

9. Use of Unit—Illegal

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

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 who must confirm 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 must 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 may elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, Unit Owners must 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 may elect the new Executive Committee by ordinary resolution.
- (b) **Should between 3 and 7 nominees received:**
 - (i) At the AGM Unit Owners may elect these nominees to the new Executive Committee by ordinary resolution.
- (c) **Should 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 38, 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.
 - C. At the AGM, the current Executive Committee must count the votes of the Unit Owners (obtained through all methods of voting). Up to seven nominees with the largest



number of votes will be elected members of the new Executive Committee.

- D. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, Unit Owners must vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee, or determine that neither is to be elected; and
 - E. If less than 3 nominees receive votes, a further round of voting must 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 is to be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.
- (ii) 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.

11. What may an Executive Committee Representative do?

- (a) In accordance with the Act, 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, the committee must advise the Unit Owner by issuing a 'Rule Infringement Notice' of the Committee's concerns and require the Unit Owner to rectify or respond to the concerns. Where required, a representative of the Executive Committee may inspect the Unit to investigate the suspected breach;
 - (ii) following a resolution of the Executive Committee, 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 must only enter 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 that Unit into another and causing damage 2) an external glass window is dislodged and likely to fall 3) access required by a member of the emergency services in the course of their duties, these examples are not exhaustive.

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

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.

13. Damage to Common Property

- (a) A Unit Occupier 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) may become a debt payable by the Unit Occupier to the Owners Corporation on demand.

14. Vehicles

14.1. Parking of Vehicles

- (a) A Unit Occupier must only park or stand Vehicles in the vehicle spaces allocated to their Unit.
- (b) A Unit Occupier must not park, stand or intrude any Vehicle in the vehicle spaces allocated to other Units unless the owner of that vehicle space or spaces has given their consent



- (c) A Unit Occupier 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

14.2. Use of vehicle spaces

- (a) A Unit Occupier must not use a vehicle space in such a way that causes safety, risk, nuisance or annoyance to other Occupants or which poses a safety risk.

14.3. Leasing of Car Spaces

- (a) A Unit Occupier may lease a person their car space Unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission, which will not be unreasonably withheld, may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the basement.

15. Balconies and Windows

15.1. Balconies

- (a) A Unit Occupier may erect a temporary clotheshorse or rack on a balcony.
- (b) A Unit Owner must not:
 - (i) store possessions not usually situated on a balcony on the balcony; or
 - (ii) erect a screen, awning, pergola or other item on the balcony,
 - (iii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings; so they are visible from outside the Building, or from other Units.
- (c) This rule does not apply to a unit Occupier's use of a balcony if the Executive Committee has given the Occupier 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 .
- (d) Extensions of private units into balcony areas are not permitted. Accordingly, any electrical works carried out on unit balconies are also prohibited without express approval of the Executive Committee.

*Note – an exception to this is exclusion of works that are relatively minor, such as additional power points.



15.2. Window treatments

- (a) A Unit Occupier must ensure that the external facing side of window treatments used in their Units (such as blinds, curtains, drapes etc.) is consistent with the external aesthetics of the building and must be only coloured white, cream, grey, black or natural timber when viewed from outside the Unit, unless otherwise approved by the Executive Committee.
- (b) Windows adjacent to the entry of a Unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A Unit Occupier 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 Occupier 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 Executive Committee on behalf of the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - A. that glass or part of the glass cannot be accessed by the Unit Occupier safely or at all
 - (ii) At a minimum the Owners Corporation are to ensure windows are cleaned at a minimum annually.
- (c) It is the responsibility of the Unit Occupier 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.

17. Smoking

- (a) A Unit Occupier must not smoke any cigarette, cigar or other product on the Common Property, basement car parks, balconies or on any other part of the Building where smoking is not permitted.
- (b) Smoke from smoking inside a Unit should be contained within the Unit and should not permeate into the common areas or externally to the Unit, where it can cause a nuisance to other residents.
- (c) Unit Occupiers are responsible for their visitors adhering to this rule.



18. Air Conditioning

18.1. Air Conditioning

- (a) Unit Owners acknowledge that the air conditioning system in the Unit is the property of the Unit Owner.
- (b) All Unit Owners will be responsible for the repair and maintenance of the air conditioning system that services their Unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the Common Property.
- (c) The property manager will provide access to air conditioning plant located on Common Property for the purposes of carrying out scheduled or unscheduled maintenance however the Owners Corporation is not responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant) unless otherwise associated with an insurance claim.
- (d) All Unit Owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1. Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the Domestic Animals Act 2000 (ACT).
- (b) For the avoidance of doubt any damage to Common Property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2. No animals unless permitted

- (a) An animal may only be kept in a Unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a Unit Occupier must make a written application to the Executive Committee prior to keeping the animal in the Unit. Applications are available from the Manager of the Owners Corporation; and
 - (ii) permission may be given subject to stated conditions.
- (b) When determining whether to give permission to keep an animal, the Executive Committee must not unreasonably withhold permission. The Executive Committee shall consider:
 - (i) the likelihood that the animal will cause nuisance to other Unit Owners;



- (ii) the likelihood that the animal will cause damage to the Common Property;
 - (iii) the type and size (at the time of the request and at maturity) of the animal; and
 - (iv) the number of animals proposed by the owner to be kept in a Unit.
- (c) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other Unit Occupiers, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The Unit Occupier must remove the animal within 30 days of permission being withdrawn.

19.3. Animals and Common Property

- (a) A Unit Occupier must:
 - (i) ensure animals cannot be heard by other Unit Occupiers outside the Unit (particularly at night);
 - (ii) keep all animals within the Unit, except when it is being taken into or out of the Unit;
 - (iii) keep the animal to be caged or on a leash when it is being taken into or out of the Unit or traversing Common Property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the Common Property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on Common Property and take any further action required to clean these areas that have been soiled by the animal.

20. Planter Boxes & Plants

- (a) A Unit Occupier 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 Occupier 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 be a debt payable by the Unit Occupier to the Owners Corporation on demand in accordance with rule 13.

21. Provision of amenities or services

21.1. Amenities and Services

- (a) The Executive Committee, on behalf of 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 Occupiers:

- (i) window and common area cleaning;
 - (ii) upgrades to improve Unit Occupier and visitor safety and security;
 - (iii) a common arrangement for maintenance of air conditioning plants at the cost and option of Unit Occupiers;
 - (iv) Building lift services;
 - (v) electricity, water or gas supply;
 - (vi) telecommunication services (e.g. internet or cable television);
 - (vii) entry gates, and
 - (viii) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 21.1 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.

21.2. Access

- (a) The Executive Committee on behalf of 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
- (b) Occupiers must give access to their Unit on reasonable notice for these purposes. Notice shall be given in writing unless access is required urgently.

22. 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 Occupiers must give access to their Unit on reasonable notice for these purposes.
- (c) A Unit Occupier may nominate another person to facilitate access to their Unit.

23. Security

23.1. 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 tag 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 tags or keys or other security devices to the Manager of the Owners Corporation when they vacate the Unit.
- (c) A Unit Occupier must not copy any security tag or key or other security device.
- (d) Security tags or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a Unit Occupier must pay for any additional or replacement tag or key or device.
- (e) A Unit Occupier must report a lost or stolen security key or tag to the Manager of the Owners Corporation as soon as practicable.

23.2. Security Equipment

- (a) The Executive Committee on behalf of 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 in accordance with any security policy established under Rule 25.
- (b) A Unit Occupier 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.
- (c) Where security cameras or surveillance or security equipment are installed in common areas, appropriate signage will be installed to alert Occupiers and visitors that areas are subject to surveillance.

23.3. Security of Common Property

- (a) A Unit Occupier 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;
 - (ii) reporting the loss of any security card or key or other security device; and
 - (iii) taking care at pedestrian and car access points to prevent "tailgating" and potential access by persons who are not Occupiers.

24. Fire Control & Building Policies

- (a) The Unit Occupier must comply with all relevant laws about fire control and Rule 2.4 above, and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.



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

25. 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.

26. Signage and Advertising

- (a) Unit and commercial property Occupiers are not permitted to display or fit any signs, sandwich boards or other advertising material in any visible external windows to their Unit or on the Common Property (including 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 26(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.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
 - (i) the antennas are servicing the whole Building; and/or
 - (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.

28. 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 Occupier (including the recovery of a debt owed to the Owners Corporation), the Unit Occupier 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.

29. Overloading of balconies & floors

- (a) A Unit Occupier must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the Common Property and their Unit.
- (b) The maximum floor loading and maximum load limits in the Common Property and the Units is 200 kilograms per square metre.

30. Moves In/Out of Unit

30.1. Notice

- (a) A Unit Owner or their agent must provide the Manager of the Owners Corporation with a minimum of 5 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 vehicle/s in Kalma Way can be arranged. Vehicles must not park in front of the service entrance on Creswell Street.
- (b) Moves in or out of Units must only be undertaken between 8am to 6pm Monday to Saturday.

30.2. Protection Materials

- (a) The Owners Corporation, the Manager of the Owners Corporation, or the Building Manager shall provide and arrange installation, where possible, of 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.
- (c) Any reasonable costs associated with provision and installation of internal coverings for the lift shall be the responsibility of the Unit Occupant.

30.3. Damage

- (a) Any damage caused to Common Property, including to the lift/s, must be repaired at the Unit Occupier's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s.

31. Rubbish Disposal

- (a) A Unit Occupier 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;
 - (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; and
 - (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. Packaging materials including polystyrene, cardboard and other materials must not be disposed of down the waste chute.
- (b) Unit Occupiers must comply with the directions from time to time of the Building Manager, Manager of the Owners Corporation or the Executive Committee as to the manner of disposal of garbage.
- (c) Nothing in this rule 31 requires a Unit Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (d) Despite this rule 31, a Unit Occupier must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the Common Property. Each Unit Owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
- (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a Unit Occupier contrary to this rule 31 shall be a debt payable by the Unit Occupier to the Owners Corporation on demand.

32. Storage Areas

A Unit Occupier shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store in the storage area of the Unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases



or other material used or intended to be used for domestic purposes in the Unit).

- (b) be responsible for the repair of any damage caused to the storage area of the Unit and Common Property as the result of the use of the storage area.
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is recommended that articles of value are not stored in these areas.
- (e) insure the contents of any storage area / cage / Unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.

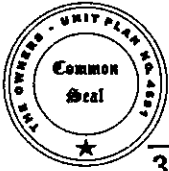
33. Common Recreational Area (Located on Level 4)

33.1. Common Property

- (a) The common recreational area is Common Property and for the benefit of all Unit Owners.
- (b) Unit Occupiers must report any damage or faults with the common recreational area to the Manager of the Owners Corporation.

33.2. Use

- (a) Use of the common recreational area is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) The common recreational area is only to be used from 7am to 10pm daily, or as otherwise notified or approved by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit Occupiers must ensure they comply with all applicable laws applying in the Territory when using the common recreational area.
- (d) Unit Occupiers using the common recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) Exclusive use of the common recreational area can be approved on application to the Executive Committee and may be granted subject to conditions. Approval may be withdrawn, subject to that.:
 - (i) The common recreational area must predominantly be available for general enjoyment by all Unit Occupants; where exclusive use is granted this must not amount to a substantial reduction in general access overall or at particular times; and
 - (ii) The use must not negatively impact the quiet enjoyment of other Unit Occupants and must comply with all other relevant Rules, including noise.



34. Common Car Washing Bay (Located on Basement Level 3)

34.1. Common Property

- (a) The common car washing bay is Common Property and for the benefit of all Unit Occupiers.
- (b) Unit Occupiers must report any damage or faults with the common car washing bay to the Manager of the Owners Corporation.

34.2. Use

- (a) Use of the common car washing bay is subject to rules 5, 7, 13, 14, 17 of these rules.
- (b) Unit Occupiers must ensure they comply with all applicable laws applying in the Territory when using the common car washing bay.
- (c) Unit Occupiers using the common car washing bay must ensure that it is left in a clean and tidy condition after use.

35. 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 Occupier 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.

36. Electronic Notices

- (a) A Unit Occupier shall:
 - (i) provide the Owners Corporation with an email address to contact the Unit Occupier; 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 Occupier (as updated from time to time), the Unit Occupier 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 Occupier at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.



37. Electronic Meetings

37.1. 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 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 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.

37.2. 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.

38. 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.

39. Failure to Comply with Rules

39.1. Entry After Notice

- (a) If the Executive Committee reasonably believes a Unit Owner or Occupier of a Unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a Unit Owner or Occupier reasonable written notice:
 - (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the Unit Owner or Occupier with a specified timeframe.
- (b) If a contravention is not remedied by the Unit Owner or Occupier within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a Unit as per 11 above if the entry is required to do any act that a Unit Owner or Occupier should have done under the Act or these rules, but the person has not done or, in the reasonable opinion of the Executive Committee on behalf of the Owners Corporation, has not done properly.
- (c) The Owners Corporation may recover money a Unit Owner or Occupier owes it under these rules as a debt payable on demand.
- (d) The rights of the Owners Corporation under this rule 39.1 are in addition to those that it has under the Act.



39.2. Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 39, the Executive Committee on behalf of the Owners Corporation may charge the Unit Owner or Occupier an administrative fee.
- (b) Any change levied on a Unit Owner or Occupier will accurately reflect the costs incurred during remediation under rule 39.

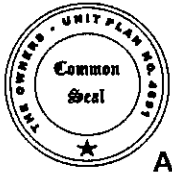
40. Commercial Units

40.1. Use of Unit—Commercial or Business

- (a) Unit Owners who undertake a business in a Unit (including AirBnB and serviced apartments) must notify the Executive Committee and the Manager of the Owners Corporation prior to commencing the business.
- (b) The type of business to be undertaken is to be authorised by the relative clause/s outlined in the Crown Lease / Form 4 and Form 5.

40.2. Compliance with Policies

- (a) All Unit Owners and Occupants of commercial Units must comply with any Policies approved by the Executive Committee on behalf of the Owners Corporation pursuant to rule 25, when dealing with the Unit.
- (b) The Executive Committee may approve Policies including but not limited to the following issues:
 - (i) erections and alterations in commercial Units;
 - (ii) commercial signage;
 - (iii) commercial waste removal;
 - (iv) commercial cleaning;
 - (v) grease traps;
 - (vi) exhaust systems;
 - (vii) noise from commercial Units;
 - (viii) commercial deliveries;
 - (ix) use of common areas by patrons or visitor of commercial Units; and
 - (x) safety and security.



Addition to Strata Rule 15.1 (Balconies)

This additional Strata Rule should be read in conjunction with Strata Rule 4.1, Erections and Alterations,

The National Capital Authority (NCA) has previously advised that external fixtures and fittings on the balcony of a Campbell 5 buildings would require Works Approval from the NCA. The NCA has provided the Siena Executive Committee with authority to approve the installation of ceiling fans that accord with the rules specified below.

Subject to the prior approval of the Executive Committee, ceiling fans may be installed on balconies when the following conditions are met:

- Ceiling fans are to be low profile.
- Ceiling fan blade size (span) not greater than 130 cm and ceiling fan height (the fan unit) not greater than 25 cm; and
- The blades of the ceiling fan are at least 2.4 metres above the tile floor and revolutions per minute (RPM) of the ceiling fan unit must not exceed 260 RPM.
- The ceiling fan is to be white and may be ABS plastic, metal or timber and may have 3 or 4 blades.
- The ceiling fan is to be installed over an existing light fitting only and the use of plastic or flex conduit which is visible on the balcony to access any alternative power source will not be permitted. The ceiling fan must be installed by a qualified installer.
- The applicant is responsible to provide a Certificate of Safety, Structure and Electrical, signed by a qualified installer and electrician. This Certificate is to be provided to the Executive Committee immediately after installation.
- The cost of repairing any damage caused to the building by ceiling fans will be the responsibility of the unit holder. This includes all circumstances and weather events, and whether the fan is operating or not operating at the time that damage occurs.

If approval is sought for the installation of a fan that is not consistent with this Strata Rule, NCA approval is required prior to Executive Committee approval being sought.

Residents are to comply with loading limits for any items placed on balconies (200kg/sqm).

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	24 January 24 @ 5.30 pm
Location:	Apartment 702
Prepared By:	Clare Page

Members

Members		
Alan McClelland	AM	Chair
Christine Pearce	CP	Treasurer
Clare Page	CLP	Secretary
Bill Maher	WM	Member (remote)
Jonathan Nicholl	JN	Member (apology - but provided written input to discussions).

Decisions and actions

No.	Items
1	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes from the 29 November 2023 meeting were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Mr McClelland noted a conflict of interest re an item under Other Business - the installation of a solar skylight in his apartment - and was not involved in the vote on this matter.
2	<p><u>Chair's Report</u></p> <p>Covered in the Actions Update</p>
3	<p><u>Actions Update</u></p> <p><u>Club Lime</u> - Ongoing monitoring - complaints at a very low level for last 2 months.</p> <p><u>Defects</u> - Ongoing - Mr McClelland to write re outstanding matters.</p> <p><u>Solar</u> - Installation went smoothly. Awaiting confirmation re inverter access so that residents can be advised and data shared.</p>

	<p><u>EV charging</u> - There are still delays with receiving advice and additional information from O'Neill and Brown. Mr Nicholl and Mr McClelland to meet with them to discuss a way forward.</p> <p><u>VS Command Centre</u> - Ms Page to trial before next meeting.</p> <p><u>Balcony Door</u> - Door fixed and VS chasing up reimbursement for most recent and previous instances. Supplier Warranty Certificate provided to assist with claim.</p> <p><u>Contract List</u> - List provided Dec 23 (needs one additional update).</p> <p><u>Siena EC Vacancies</u> - the EC welcomed the expression of interest for one of the casual EC vacancies and will progress arrangements with VS.</p> <p><u>Fire Door</u> - the EC noted that reimbursement for the costs of repair to the Fire Door cannot be claimed through insurance because the claim excess is greater than the cost.</p> <p><u>Windows and hard water stain cleaning</u> - the Committee noted the exorbitant cost of progressing hard water stain cleaning. Ms Pearce suggested we follow up the possibility of obtaining quotes from suppliers outside of the Canberra area. Ms Page to follow this up with VS (and get input from C5 forum) and also lock in arrangements for next normal window clean.</p> <p><u>Fire Services Rectification Quote</u> - quote approved - to be actioned close to timing of expiration of current extinguishers. Purchase of Li-ion extinguisher to be included as well.</p> <p><u>VS meeting</u> - EC agreed to provide further feedback to VS following the recent discussions, and in line with their recent request. It was also agreed that the Strata Manager should be invited to the next EC meeting.</p> <p><u>360-degree fire report</u> - Mr McClelland following up after an initial walk around with the Building Manager failed to identify many of the issues noted. He has requested to meet with the person who prepared the report at Siena so that issues can be properly identified and discussed. Mr Maher to attend also.</p> <p><u>Owner's Corporation Rules</u> - Ms Page to look at requirements in relation to owners and residents charging lithium batteries in their apartments.</p> <p><u>Induction Booklet for new owners/tenants</u> - Ms Page to look at options for simple induction booklet for new owners and tenants.</p>
<p>4</p>	<p><u>Treasurer's Report</u></p> <ul style="list-style-type: none"> - The budget is in a good position and expenditure tracking largely as expected.

	<ul style="list-style-type: none"> - The Committee discussed the sinking fund and the planned expenditure report. It was agreed that a separate meeting should be scheduled on this issue to have a more detailed discussion. - The Committee also agreed to follow up on arrangements relating to the payment of the solar installation deposit.
5	<p><u>Other Business</u></p> <ul style="list-style-type: none"> - Parcel Lockers - The Committee agreed to renew the contract with Taylr for the parcel lockers given usage (average 172 parcels per month with 94 registered users). Alternative options need a higher guaranteed delivery rate (600 per month) and made available for public usage which is contrary to building security arrangements. - Commercial Tenants - The Committee noted that the vacant commercial premises are now leased/under offer. Ms Page to follow up that new tenants have a copy of the Commercial Policy. They further noted that a reminder will be sent to owners/residents about parking/impinging on commercial car spaces following a recent complaint. - C5 Forum update - The Committee noted the expansion of the C5 forum. - Installation of solar skylight - Mr McClelland sought the agreement of the Committee to instal a solar skylight in his apartment. He provided detailed information about the installation, including reassurance that there would be no water ingress issues. Mr McClelland abstained from the further discussion and vote on the matter. The Committee unanimously agreed to his request. - Roof leak - Mr Maher noted a further issue with the roof. This has been noted on building link and will be followed up with JWLand/Chase as part of the defects management process.
6	<p><u>Next Meeting</u></p> <p>Wednesday 20 March 24</p>

New Actions - 29 November 23

1.	Mr Nicholl and Mr McClelland to meet with ONB re EV charging.	JN, AM, VS
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2.	Ms Page to confirm arrangements for filling of one of the EC casual vacancies	CLP, VS
3.	Ms Page to follow up arrangements with VS re window cleaning and quotes.	CLP, VS
4.	EC to provide general feedback to VS.	EC
5.	Meeting on Sinking Fund to be scheduled.	EC
6.	Ms Page to provide copy of commercial policy to new tenants (via VS) and VS to provide reminder to owners/residents about using only their allocated car spaces following complaint from commercial tenant.	CLP, VS

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	26 March 24 @ 5.30 pm
Location:	Apartment 702
Prepared By:	Clare Page

Members

Members		
Alan McClelland	AM	Chair
Christine Pearce	CP	Treasurer (Apology – written report provided to Chair)
Clare Page	CLP	Secretary
Bill Maher	WM	Member
Jonathan Nicholl	JN	Member
Serina Cardone	JC	Member – Proxy Joe Cardone
Arthur Machado	AM	VS (via Teleconference)

Decisions and actions

No.	Items
1	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As aboveThe EC noted that Serina Cardone had been nominated for the Committee and that Joe Cardone would be her proxy. The EC agreed to this arrangement and welcomed Mr Cardone to the meeting.. <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes from the 24 January 2024 meeting were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil
2	<p><u>Chair's Report</u></p> <p>Covered in the Actions Update</p>
3	<p><u>Actions Update</u></p> <p><u>Club Lime</u> – The EC noted that complaints remain low – with 2-3 residents impacted.</p>

Club Lime has changed the monitoring arrangements. Mr McClelland will raise this matter with them – there was no consultation on this change and new arrangements are not satisfactory to those impacted.

Defects – The EC discussed the meeting with JWLand and the ongoing defects. The main issue continues to be the waterproof membrane – although the Committee noted that recent severe rain had not impacted the building. The Committee agreed to accept the JWLand offer of a 10 year warranty on the membrane (effective August 23) – this is an additional 5 years on the normal warranty arrangements.

The EC agreed to meet with JWLand asap to finalise outstanding issues with the entrance gates, and noted that one part of the wall cladding is to be redone after the recent rectification work. Otherwise, the Committee was happy with the recladding and noted that major defects are now largely resolved.

Solar – Mr Machado noted he had been in touch with Solar Hub and the owners of the App that allows usage to be monitored. Accounts will be set up for EC members shortly and arrangements put in place to share data with owners. Mr Machado further confirmed that the solar panels are fully operational.

EV charging – Mr Nicholl provided the Committee with an update on the meeting with O’Neill and Brown and their undertaking to provide a more reasonable option for consideration.

The Committee discussed the recent installation of Charges at St Germaine and Mr Nicholl agreed to follow up with Jason to discuss anything that may be relevant in terms of Siena’s approach.

VS Command Centre – Mr Machado is following up a new log in for trial use.

Balcony Door – Mr Machado noted how difficult resolution to this issue was becoming – in terms of getting reimbursement for replacement glass from the manufacturer. Mr McClelland noted that JWLand bear prime responsibility for the selection and installation of the glass and will follow up with them.

Sinking Fund Planned Expenditure – The EC agreed to postpone the discussion until all members were present. Mr Machado will assist in sourcing someone with expertise to attend.

360-degree fire report – Still outstanding – meeting with 360 Degree fire to be arranged and source of issues to be confirmed. Rectification costs to be passed on to responsible owners (businesses) if relevant.

Charging of Lithium Batteries in apartments – relevant advice received from the Owners Corporation network. Amendment to OCRs to be prepared for AGM consideration (including advice that any devices should be Aus/NZ compliant).

	<p><u>Induction Booklet for new owners/tenants</u> – The EC agreed to an induction booklet – including a welcome note, general advice and the OCRs. To be distributed by VS and placed on Building Link.</p>
4	<p><u>Treasurer’s Report</u></p> <p>The Committee noted the report provided by the Treasurer and the positive financial situation.</p>
5	<p><u>Other Business</u></p> <ul style="list-style-type: none"> - <u>Insurance Quote</u> – There was a general discussion re the insurance premium, including the timing of the policy and the provision of quotes. VS agreed to follow up the option of a shorter policy followed by a 12 month policy to better align with the FY budget. They also agreed to approach the alternate provider that was discussed. Mr Cardone also agreed to follow up possible options. - <u>External Blinds</u> – The EC discussed the NCA requirement for appropriate certification once external blinds have been installed. The EC agreed to follow up with the relevant owners (covering any out-of-pocket expenses), and to amend the rule noting this requirement. - <u>Broken Tile on Creswell St</u> – Mr Maher agreed to follow up rectification with the Building Manager. - <u>Building Manager</u> – change of Building responsibilities – The EC noted that the additional buildings that Mr Robb has responsibility for has changed. While this has no impact on Siena, Mr McClelland noted under Siena’s contract terms changes to managers requires consultation with the EC before this happens. Mr Machado agreed to mention to the relevant VS manager. - <u>Alchemy for sale</u> – The EC noted that Alchemy was for sale, and that any change to fitout or commercial arrangements requires EC approval. - <u>Back up for Garage Roller Door (Power Outage)</u> – Mr Machado agreed to follow up options for a backup arrangement if there is an unexpected power outage.
6	<p><u>Next Meeting</u></p> <p>Wednesday 22 May 24</p>

New Actions – 26 March 24

1.	Mr McClelland to raise resident concerns with the new gym monitoring arrangements.	AM
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2.	EC to meet with JWLand asap re outstanding issues with main gates.	VS, AM
3.	Mr Nichol to follow up with BM the EV charging arrangements at St Germaine with a view to noting/considering anything relevant to Siena.	JN, BM
4.	Mr McClelland to follow up reimbursement of balcony door replacement costs with JWLand in the absence of manufacturer covering.	AM
5.	VS to provide advice on someone with sinking fund expertise to attend EC meeting.	VS, CLP
6.	VS to follow up arrangements for insurance quotes and policy timing. Mr Cardone to follow up possible options as well.	VS, JC
7.	EC to follow up NCA requirements for external blind certification with relevant owners.	CLP
8.	Mr Maher to follow up the tile repair on Creswell St with the BM.	WM
9.	Mr Machado to follow up on options for the garage door when there is a power outage.	VS
10.	Mr Machado to mention to the relevant VS manager the requirement for changes to the BM's responsibilities to be discussed with the EC Chair.	VS

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	15 May @ 5.30 pm
Location:	Apartment 211
Prepared By:	Clare Page

Members

Members		
Alan McClelland	AM	Chair
Christine Pearce	CP	Treasurer
Clare Page	CLP	Secretary
Bill Maher	WM	Member
Jonathan Nicholl	JN	Member (Apology)
Joe Cardone	JC	Member

Decisions and actions

No.	Items
1	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes from the 26 March 2024 meeting were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Ms Pearce noted a conflict of interest under "Other Business" – where she would be seeking approval for the installation of external heaters.
2	<p><u>Chair's Report</u></p> <p>Mr McClelland noted the following matters:</p> <ul style="list-style-type: none">The washpoint in the basement carwash is now fixed and operational again. There will be a grate installed to help prevent the drain from becoming clogged (and used for inappropriate cleaning and disposal of foodstuff).The upcoming resignations of all EC Office Bearers at the next AGM (Chair, Treasurer and Secretary). All members noted they were happy to assist VS with encouraging new office bearers and with transition arrangements.

	<p>- The reduction in overnight lighting from the Anzac Park East Development (following representations from Ms McClelland).</p> <p>Other items covered in the Actions Update</p>
<p>3</p>	<p><u>Actions Update</u></p> <p><u>Club Lime</u> – The EC noted a further reduction in complaints, and agreed to continue to monitor. They agreed that no further formal intervention would be considered unless complaints were to increase significantly.</p> <p><u>Defects</u> – the EC noted the few remaining defect issues – namely the main gate, drainage near the Kalma Way lift and a small portion of re-cladding to be redone.</p> <p><u>Solar</u> – The Committee discussed the best way to make solar performance reports available to interested owners, and agreed to request VS to either place on Building Link or send periodical reports to owners.</p> <p><u>VS Command Centre</u> – On Hold until after the AGM and a new Secretary appointed.</p> <p><u>Balcony Door</u> – the Committee noted that a further balcony door has shattered. Mr McClelland has asked VS to follow up warranty with the manufacturer and JWLand. The Committee agreed to cover the initial cost of replacement for the most recent occurrence pending resolution of the warranty/reimbursement matter.</p> <p><u>Sinking Fund Planned Expenditure</u> – The EC agreed to discuss this matter at a special meeting in June.</p> <p><u>360-degree fire report</u> – The Building Manager has followed up the report and noted there is nothing requiring immediate attention. Some issues are for the gym and to be followed up with them.</p> <p><u>Charging of Lithium Batteries in apartments</u> – Ms Page to send draft clauses for inclusion in the OCRs to Mr McClelland for consideration prior to the AGM.</p> <p><u>Induction Booklet for new owners/tenants</u> – The Committee agreed that a QR system is the most effective way to provide owners and tenants with Siena information. VS is looking into this.</p> <p><u>Insurance Quote</u> – Mr Cardone provided the Committee with an update on this matter, including options he is currently progressing. The Committee noted that VS are also sourcing quotes and will need to provide information shortly to allow proper consideration. Mr McClelland to send Mr Cardone confirmation re the waterproof membrane warranty extending until 2033.</p>

	<p><u>NCA Blinds</u> – the EC noted the requirement for building certification of external blinds, and agreed to amend the OCR to reflect this requirement and ensure owners obtain appropriate confirmation from the installer.</p>
4	<p><u>Treasurer’s Report</u></p> <p>Ms Pearce noted the pleasing current financial position. The impact of the solar panels is already been reflected in reduced electricity bills, and is contributing to this outcome.</p> <p>The Committee agreed to source quotes for 2 additional security cameras at the Pentland St gates with funds available in this year’s budget. While there has been no significant security issues, these additional cameras will add to the preventative measures we already have in place and ensure all building entrances are covered.</p>
5	<p><u>Other Business</u></p> <ul style="list-style-type: none"> - <u>AGM arrangements</u> – The Committee agreed to hold the AGM on 22.8.24, and will work with VS to encourage owners to attend in person (if possible) or via videolink. - <u>Energy Procurement and Savings (VS email 8.5.24)</u> – The Committee noted the advice from VS on this matter. - <u>Campbell Forum 21.5.24</u> - Mr McClelland agreed to attend the next C5 forum at 71 Constitution Avenue. Mr Maher to attend as well. - <u>Cat Netting</u> – The Committee agreed to the installation of external Cat Netting in Apartment 503. - <u>Basement Clean</u> – The Committee noted the upcoming basement clean scheduled for 28 May 2023 and asked that owners be advised asap. - <u>Installation of ceiling mounted heaters</u> – Ms Pearce noted her application for the installation of ceiling mounted heaters on her balcony. The Committee agreed to this request in principal, pending the provision of further information on dimensions and colour.
6	<p><u>Next Meeting</u></p> <p>Wednesday 3rd July 2024</p>

New Actions – 26 March 24

1.	Quotes to be sought for security cameras at the Pentland St Gates	VS
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2.	AGM arrangements to be progressed for 22.8.24, including advice to owners encouraging nominations for Committee membership and Office Bearer positions.	VS, EC
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Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	3 July 24 @ 5.30 pm
Location:	Appt 407
Prepared By:	Clare Page

Members

Members		
Alan McClelland	AM	Chair
Christine Pearce	CP	Treasurer
Clare Page	CLP	Secretary (Dial in)
Bill Maher	WM	Member
Jonathan Nicholl	JN	Member (Dial in)
Joe Cardone	JC	Member

Decisions and actions

No.	Items
1	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes from the 15 May 2024 meeting were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil
2	<p><u>Chair's Report</u></p> <p>Mr McClelland updated the Committee on his meeting with Vantage Strata (Arthur and Jason) to discuss:</p> <ul style="list-style-type: none">BM's starting hours and some additional "handyman" tasksSome slippage in the cleaning standards – head of Fairy to come in to discussThe requirement for a more significant clean of the building – including hallways and bin rooms (quote to be sourced for this and the removal of hard water stains). Mr Maher also brought up the issue of cleaning of individual

	<p>balcony drains. He agreed to follow up with Jason and explore the possibility of getting a bulk quote for this.</p> <p>Mr McClelland also advised he is meeting with JWLand next week to further discuss outstanding defects – namely the building facade, and drainage issues on Levels 5/6 and Level 1.</p> <p>Further issues covered in the Actions Update.</p>
<p>3</p>	<p><u>Actions Update</u></p> <p><u>Defects</u> – As above</p> <p><u>Solar</u> – The electricity costs continue to show a promising decline following the Solar installation. Quarterly Solar reports will be placed on building link.</p> <p><u>EV charging</u> – Still awaiting a response and options from O’Neill and Brown.</p> <p><u>Balcony Door apartments 404 and 315</u> – Glass in Appt 315 has been replaced. Feilong has agreed to cover the costs in appt 315 and VS following up with them to cover 404 also.</p> <p><u>Sinking Fund Planned Expenditure</u> – The EC discussed the requirement for a 5 year review of the Sinking Fund Plan, and agreed to confirm these requirements with Vantage Strata before progressing.</p> <p><u>360-degree fire report</u> – Still waiting for 360 degree to walk through and explain issues. It’s likely that many are a result of works done in the Commercial spaces.</p> <p><u>Charging of Lithium Batteries in apartments</u> – The EC agreed to place the notices provided by the Owner’s Corporation Network in the lifts.</p> <p><u>Induction Booklet for new owners/tenants</u> – QR code to be provided with a link to relevant information on the Building Link.</p> <p><u>Building Insurance 24/25</u> – The Committee noted that the Building valuation has now been completed and the insurance arrangements finalised. The Committee thanked Mr Cardone for his efforts in progressing this good outcome.</p> <p><u>NCA Requirements for Blind Installations</u> – Draft amendment to the Owner’s Corporation Rules has been drafted by Mr McClelland.</p> <p><u>Back up arrangements for Garage Door – Power outages</u> – quote for the installation of a back up system has been approved. Mr McClelland noted that the back up power arrangements for the front gates only allow for the gate to be opened 10 times using the battery. He has asked the Building Manager to follow this up.</p> <p><u>New security cameras – Pentland St</u> – quote for the installation of 2 additional cameras at the Pentland St gates has been approved.</p>

	<u>Proposed signage G09</u> – Signage option B approved. Mr McClelland has asked VS to follow up if the lease is proceeding.
4	<p><u>Treasurer’s Report</u></p> <p>The Committee noted the report provided by the Treasurer and the positive financial situation.</p> <p>Ms Pearce noted that Kelly Partners will undertake an audit prior to the AGM, and she would discuss issues re budget phasings with them prior to finalising next year’s budget arrangements.</p> <p>The final budget position will be clarified over the coming weeks. Ms Pearce is working closely with Vantage Strata on end of year arrangements.</p>
5	<p><u>Other Business</u></p> <p>- <u>AGM</u>– The EC discussed plans for the AGM on 22 August 24, including the timeline provided by Vantage Strata. They agreed to meet in late July to finalise arrangements.</p>
6	<p><u>Next Meeting</u></p> <p>Tuesday 30 July 2024 @ 5.30 pm</p>

New Actions – 3 July 24		
1.	Quote for “deep clean” of building	VS
2.	Quote for removal of hard water stains (from new window cleaners)	VS
3.	Explore options for cleaning of balcony drains (bulk quote)	Building Manager/ Mr Maher
4.	Requirement for 5 year review of Sinking Plan to be clarified	VS
5.	Battery Back up arrangements for main gates to be checked	Building Manager
6.	Follow up lease arrangements for G09	VS
7.	AGM arrangements to be progressed	EC/VS

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	30 July 24 @ 5.30 pm
Location:	Appt 211
Prepared By:	Clare Page

Members

Members		
Alan McClelland	AM	Chair
Christine Pearce	CP	Treasurer (Apology – report provided)
Clare Page	CLP	Secretary
Bill Maher	WM	Member (Dial in)
Jonathan Nicholl	JN	Member (Apology)
Joe Cardone	JC	Member

Decisions and actions

No.	Items
1	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes from the 3 July 2024 meeting were confirmed <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil
2	<p><u>Chair's Report</u></p> <p>Mr McClelland updated the Committee on his continued discussions with JWLand on the Membrane Warranty. This is the only major issue outstanding. JWLand have agreed to rectify the rendering on Kalma Way which is still to be properly fixed.</p> <p>Mr McClelland noted that the Building Manager has completed a number of outstanding maintenance tasks to a high standard.</p>
3	<p><u>Actions Update</u></p> <p><u>Defects</u> – as per above.</p>

	<p><u>Solar</u> – Mr McClelland noted that Solar Hub had attended to fix the issue with panel placement (original placement was impacting water drainage).</p> <p>The Committee noted the electricity savings since the installation of the panels, and agreed to VS making this information available on the Building Link.</p> <p><u>EV charging</u> – Ms Page to provide an update to be included as part of the Chair’s Report at the AGM.</p> <p><u>360-degree fire report</u> – The Building Manager has rectified all the issues identified in the Common Property. Club Lime to be notified re issues in their tenancy.</p> <p><u>Back up arrangements for Garage Door – Power outages</u> – installed and action completed.</p> <p><u>New security cameras – Pentland St</u> – installed and action completed.</p> <p><u>Proposed signage G09</u> – Ms Page to confirm with VS if new tenant is agreeable to the proposed signage and proceeding with lease.</p> <p><u>Individual balcony drain cleans – explore options</u> – Mr Maher to follow up with the Building Manager.</p>
4	<p><u>Treasurer’s Report</u></p> <p>The Committee noted the Treasurer’s report and agreed to the 24/25 Draft Budget.</p>
5	<p><u>Other Business</u></p> <ul style="list-style-type: none"> - <u>AGM</u> – The EC noted the advice provided by VS re delays with the Financial Audit report (to be provided by Kelly Partners); and agreed to defer the AGM by 2 weeks until 5 September 2024. This will allow for the timely distribution of all papers. - <u>“in camera” discussion</u> – The EC discussed email correspondence from an owner and agreed a course of action.
6	<p><u>Next Meeting</u></p> <p>AGM Thursday 5 September at 5pm</p>

New Actions – 3 July 24

1.	VS to make relevant Solar Hub data available on Building Link	VS
2.	Ms Page to provide update on EV charging to Mr McClelland for AGM report.	CLP
3.	Club Lime to be notified of outstanding matters in the 360 degree fire report.	

4.	Ms Page to confirm lease arrangements for G09	CLP
5.	Mr Maher to follow up with Building Manager re Balcony Cleaning options	WM/BM
6.	AGM arrangements (5.9.24) to be progressed	VS/EC

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4691

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 5 September 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
5 September 2024	See attached minutes

A4 Owners corporation declaration

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



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

[†] In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



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**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4691
'SIENA'
59 Constitution Avenue/ Kalma, CAMPBELL, ACT, 2612**

Venue: Vantage Strata Level 4, 'DKSN No.2', 23 Challis St, DICKSON, ACT, 2602

Date: Thursday, 5 September 2024

Time: 05:00 PM

Present:

S & J Cardone	(Lot 3)	
C L Page & M L Page	(Lot 21)	
M Talbot	(Lot 33)	
J Wilkinson	(Lot 46)	
C Pearce	(Lot 49)	
L Kelly	(Lot 55)	Proxy – Partial Attendance
D Foot	(Lot 75)	
M Da Silva Salgueiro	(Lot 77)	
J Wolki	(Lot 80)	
A & S McClelland	(Lot 83)	

Chairperson: A McClelland

Additional Attendees: A Machado, Strata Manager, Vantage Strata
A Ong, Trainee Strata Manager, Vantage Strata

Apologies: Nil

Proxies:

P & S Davies	(Lot 72)	IFO	A McClelland	(Lot 83)
L Kelly	(Lot 55)	IFO	A McClelland	(Lot 83)

Absentee Votes:

S Crisp	(Lot 2)	Paper vote – Yes to all motions
K R & M G Vardanega	(Lot 24)	Paper vote – Yes to all motions

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.

CHAIRPERSON, PROXIES AND APOLOGIES

Item 1 :

It was **resolved** that the Owners Corporation appoint A McClelland to be the Chairperson for the purpose of the Annual General Meeting with the meeting beginning at 5.00pm. All proxies, absentees and apologies were acknowledged and accepted.

CHAIRPERSON REPORT

Item 2 :

It was **resolved** that The Chairperson's Report had been addressed during the meeting.

ADOPTION OF MINUTES

Motion 3 Ordinary Resolution:

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

**Passed by Simple Majority
(No dissent noted)**

Secretarial note: One amendment was proposed to correct discussion of 'Cladding' which is recorded under General Business in the last meeting minutes. The clarification should include cladding on the Western side of the building, as well as North and Eastern sides.

INSURANCE VALUATION (Adoption)

Motion 4 Ordinary Resolution:

*It was **resolved** that the Owners Corporation adopt the insurance valuation obtained from QIA Group Pty Ltd and authorise the Managing Agent to utilise the insurance valuation to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.*

**Passed by Simple Majority
(No dissent noted)**

INSURANCE

Motion 5 Special Resolution:

It was **resolved** 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.

Passed by Simple Majority
(No dissent noted)

AUDITED FINANCIALS (Adoption)

Motion 6 Ordinary Resolution:

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 8th of July 2024, a copy of which is attached.

Passed by Simple Majority
(No dissent noted)

AUDITED FINANCIALS

Motion 7 Ordinary Resolution:

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.

Passed by Simple Majority
(No dissent noted)

FINANCIALS (Treasurer's Report)

Motion 8 Ordinary Resolution:

It was **resolved** that the Executive Committee reviewed and accepted the Financial Reports as attached.

Passed by Simple Majority
(No dissent noted)

ADMIN FUND EXPENDITURE BUDGET

Motion 9 Ordinary Resolution:

It was **resolved** that the Administration Fund expenditure budget of \$343,383.00 plus GST for the period 9th of July 2024 to 8th of July 2025 be adopted.

Passed by Simple Majority
(No dissent noted)

ADMIN FUND CONTRIBUTION

Motion 10 Ordinary Resolution:

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$343,383.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 10th of September 2024, 10th of December 2024, 10th of March 2025 and 10th of June 2025.

Passed by Simple Majority
(No dissent noted)

SINKING FUND PLAN (Adoption) - ACT

Motion 11 Ordinary Resolution:

It was **resolved** that the Executive Committee review the current Sinking Fund Plan and consider whether the updating of the plan is necessary. If so, they are delegated the authority by the Owners Corporation to engage a contractor to provide an updated Plan.

Sinking Fund Plan Held

Dated: TBC

Prepared By: TBC

Date To Be Reviewed: TBC

Passed by Simple Majority
(No dissent noted)

SINKING FUND EXPENDITURE BUDGET

Motion 12 Ordinary Resolution:

It was **resolved** that the Sinking Fund expenditure budget of \$9,814.00 including GST for the period 9th of July 2024 to 8th of July 2025 be adopted.

Passed by Simple Majority
(No dissent noted)

SINKING FUND CONTRIBUTION

Motion 13 Ordinary Resolution:

It was **resolved** that a contribution of \$77,585.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 9th of July 2024 to 8th of July 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 10th of September 2024, 10th of December 2024, 10th of March 2025 and 10th of June 2025.

Passed by Simple Majority
(No dissent noted)



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INVESTMENT OF FUNDS

Motion 14 Special Resolution:

It was **resolved** that the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds in interest bearing investments as considered appropriate.

Passed by Simple Majority
(No dissent noted)

MAINTENANCE PLAN (Review)

Motion 15 Ordinary Resolution:

It was **resolved** that the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.

Passed by Simple Majority
(No dissent noted)

COMMON PROPERTY SAFETY REPORT - (Obtain)

Motion 16 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee to: -

- a) Source a quote/s for a Common Property Safety Report for the common property from a suitably qualified provider.
- b) Give consideration to the quote/s provided and appoint a provider to undertake the formal Common Property Safety Report.
- c) Review the Common Property Safety Report and action any items requiring urgent and immediate attention.

Passed by Simple Majority
(No dissent noted)

Secretarial note: A McClelland (Lot 83) acknowledged that he will review the safety report to be proposed by the Building Manager and define what are the needs to maintain the safety standards for the complex.

DEFECTS

Item 17 :

It was **noted** that Members wished to discuss about building structural defects.

Discolouration of cladding

The point was raised by D Foot (Lot 75) requesting for solution to rectify the issue. A McClelland (Lot 83) acknowledged that the issue has been raised to JWLand and will follow this up further out of session.

Secretarial note: Other points raised related to cleaning were moved to General Business instead.

FIRE SAFETY REVIEW

Item 18 :

It was **noted** 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.

The copy of the Annual Fire Safety Certificate provided from the fire contractor is available in the BuildingLink Library.

Annual Fire Safety Certificate

Dated: 2nd of July 2024

Prepared By: 360 Degree Fire

CONTRACTS

Item 19 :

A McClelland (Lot 83) **acknowledged** the unsatisfactory feedback received regarding cleaning of the common property and he will be organising a meeting with Fairy Cleaning to discuss improving the cleaning service.

Secretarial note: A McClelland (Lot 83) extended an invitation to A Machado, Vantage Strata to join the meeting with Fairy Cleaning.

RULE AMENDMENT (Balconies)

Motion 20 Special Resolution:

*It was **resolved** that the Owners Corporation agrees by Special Resolution to add the following Rule/s for Units Plan 4691.*

**Passed by Simple Majority
(No dissent noted)**

Secretarial note: C Page (Lot 21) shared that at this moment, only 2 units have installed blinds for their units.



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RULE (ALTERNATIVE)

Motion 21 Special Resolution:

It was **resolved** that the Owners Corporation resolves by Special Resolution to:-

- a) accept, adopt and adhere to the following Addition to Strata Rule 15.1 (Balconies) rule as part of the rules of the Owners Corporation.
- b) rescind any existing registered rules.
- b) add the alternative rule to the existing consolidated registered set of rules.
- c) register the updated set of consolidated rules with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011.
- d) accept that the updated Owners Corporation rules will supersede and replace all other rules previously in force.
- e) adopt and adhere to the Owners Corporation rules as the Rules of the Owners Corporation.

Passed by Simple Majority
(No dissent noted)

CONTRACTS AND SERVICE AGREEMENTS

Motion 22 Ordinary Resolution:

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.

Passed by Simple Majority
(No dissent noted)

DELEGATIONS AND APPOINTMENTS

Item 23 :

It was **acknowledged** that the Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement.

EXECUTIVE COMMITTEE (Election)

Motion 24 Ordinary Resolution:

It was **resolved** that the Owners Corporation had elected an Executive Committee of between three to seven members from nominations of eligible members.

**Passed by Simple Majority
(No dissent noted)**

The following nominations were received and accepted:

J Cardone (Lot 3)
J Nicholl (Lot 12)
M Page (Lot 21)
C Pearce (Lot 49)
W Maher (Lot 63)
M Salgueiro (Lot 77)
A McClelland (Lot 83)

GENERAL BUSINESS

Item 25 :

Emergency services access

This matter was raised to discuss the possibility of the owner's corporation installing an electronic system that uses a code to open external doors of the complex in case of an emergency. A McClelland (Lot 83) advised that fire & rescue have been provided with access fobs for this purpose. D Foot (Lot 75) further advised that rescue teams and authorised ACT Police do have access fob/keys to buildings which are maintained by them.

Repair work on membranes on the ground floor walkways, garden area and non-metal roof areas.

This matter was raised because an agreement to resolve concerns was rejected by the developer. The developer had previously agreed to a solution with the Executive Committee. Deficiencies in the membranes were identified in the original Defect Report submitted to the developer in 2019. A McClelland (Lot 83) assured that this matter remains on the Defect List and negotiations are continuing.

C5 Meeting Minutes

This matter was raised to start receiving the minutes of the C5 forum. This was addressed by C Page (Lot 21). C Page advised that she would seek clearance to share the meeting minutes separately and would do so once authorised.

Cleaning frequency & efficiency

Other matters raised were mainly surrounding the effectiveness of the cleaning of the common areas which is deemed unsatisfactory. A McClelland advised that the Executive Committee has identified that some common areas need a deep clean to restore the building to a good standard of cleanliness. The Building Manager is currently seeking quotes for the work and it is anticipated that the deep clean will occur in October. As mentioned above, Fairy will be approached to review its cleaning schedule and the adequacy of equipment used for certain areas/surfaces.

CHASE tradies use of the common property toilets

This matter was raised by L Kelly (Lot 55) regarding the unauthorised use of the toilets in the common area. It was advised that staff working in the unit leased by CHASE do have access to these facilities. However, it was noted that some tradies from the building site are also accessing the toilets leaving a mud trail into the building and leaving the toilets in an unsanitary state. A Machado (Vantage Strata) agreed to raise the matter with CHASE.

MEETING CLOSURE

There being no further business the meeting formally closed at **06:13 PM**.



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Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	17.10.24 @ 5.30 pm
Location:	Appt G05
Prepared By:	Martin Page

Members

Alan McClelland	Chair
Christine Pearce	Treasurer (Apology)
Martin Page	Secretary
Bill Maher	Member
Jonathan Nicholl	Member (Apology)
Joe Cardone	Member
Michael Salgueiro	Member

Decisions and actions

No.	Items
1	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes from the AGM were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil
2	<p><u>Chair's Report</u></p> <p>As the outgoing chair, Mr McClelland noted the successful AGM; thanked the committee, especially Ms Pearce as Treasurer and Ms Page as secretary.</p> <p>Following the selection of office bearers, Mr Cardone acknowledged Mr McClelland's work as Chair and Ms Page as Secretary since the establishment of the EC in 2019, and especially the challenges during the COVID-19 pandemic.</p> <p>The committee agreed to retain the two-monthly meeting schedule.</p>
3	<p><u>Subject</u> – Election of office bearers</p> <p>Joe Cardone - Chair</p>

	<p>Christine Pearce - Treasurer</p> <p>Martin Page - Secretary</p> <p>Bill Maher - Member</p> <p>Jonathon Nicoll - Member</p> <p>Michael Salgueiro - Member</p> <p>Alan McClelland - Member</p>
4	<p><u>Treasurer's Report</u></p> <p>In the Treasurer's absence, Mr Cardone summarised the financial situation:</p> <ul style="list-style-type: none"> - Budgets were approved at 2024 AGM - Slight increase in sinking fund and in line with projections of Sinking Fund Plan prepared in October 2019. - No change to Admin Fund - 5 year review of Sinking Fund Plan now required under Unit Titles (Management) Act (UTMA) and review process will now be put in place and if necessary, update Plan. - Noted electricity bill savings from solar panels and effective use of Special Levy to fund this infrastructure in lieu of Sinking Fund expenditure.
5	<p><u>Other Business</u></p> <p><u>Defects</u> - Mr McClelland led the discussion, noting the major outstanding item is the water membrane and previous commitment from JWLand to extend warranty (beyond 5 year) to 2033 has been withdrawn. EC will consider extent of risk and monitor any issues emanating as well as seek a meeting with JWLand to understand their position and alternatives to remediation works. Defects list will be reviewed and if necessary, re-engage previous consultant, Wise Choice, to update and assist with Building Insurance renewal negotiations.</p> <p>Remedial action likely required to the ground-floor commercial space toilet will be listed as a defect and will be followed up with JWLand.</p> <p><u>Date for Christmas drinks</u> – Agreed Thursday, 5 December for drinks, in the Level 4 garden. Mr Page to arrange a lift poster.</p> <p><u>Close Email in-box</u> – Agreed that the EC inbox would be closed, noting that all messages are auto-forwarded to Vantage Strata.</p> <p><u>Lock-box access</u> – In the event of after-hours access being required to locked facilities in the building, Vantage will be asked to investigate the availability of alternative arrangements (eg. a coded lock-box on site). This will remove the requirement for manual delivery of keys and access to attending trades.</p>

	<p><u>Items in common property</u> – Noting that a Common Property Safety Report is underway, the building manager will be asked to identify and advise relevant owners where bulky personal items are being stored in common areas.</p> <p><u>Balcony drainage</u> – Mr Maher to follow up with the building manager regarding scope for a coordinated effort to determine if balcony drainage issues are present.</p> <p><u>Deep clean</u> – The Committee noted that the deep clean was to be completed on 18 October.</p> <p><u>New commercial lease</u> – Vantage Strata to be followed up status of agreement from EC with selling agent as to options for external signage proposed by incoming owner/tenant in commercial unit G09 on corner of Cresswell Street and Constitution Avenue .</p> <p><u>EV charging</u> – No update; scoping of options is still underway but noting likely significant capital cost and uncertain use case for Siena complex.</p> <p><u>Taylr parcel lockers</u>– Members of the EC met with representatives of Taylr on 17 October. A new app is being released, but no other changes to the operation or cost of Siena’s parcel lockers.</p> <p><u>After hours maintenance</u> – Strata manager will be asked to arrange a poster - stressing no after-hours calls to the budling manager; that Vantage does not monitor the resident’s Facebook group and all common-property issues should be reported to the Vantage phone number if action is required; and that any ‘locked out’ residents will need to arrange their own locksmith.</p> <p><u>Cleaning contract</u> – The Committee noted Vantage’s advice that three contractors had been approached re the upcoming tender process.</p>
6	<p><u>Next Meeting</u> Wednesday, 4 December.</p>

BOLD: Action for Vantage Strata

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	4 December 2024 @ 5.30 pm
Location:	Appt G05
Prepared By:	Martin Page

Members

Joe Cardone	Chair
Christine Pearce	Treasurer
Martin Page	Secretary (Apology)
Bill Maher	Member
Jonathan Nicholl	Member (Apology)
Alan McClelland	Member
Michael Salgueiro	Member

Decisions and actions

No.	Items
1.	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above. <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes from the 17 October 2024 meeting were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil
2.	<p><u>Chair's Report</u></p> <p>Mr Cardone reported:</p> <p>... He and Mr McClelland met with G09 commercial unit tenants and their property manager about fit-out requirements as outlined in Siena Commercial Unit Policy. Copy of the policy was provided to the tenants and all agreed to keep lines of communication open to ensure smooth fit-out process.</p> <p>... He and Messrs McClelland and Maher met with Taylr representative, Candice, about locker use and possible upgrade to Taylr app due in December 2024. Taylr agreed to provide a user guide to EC to upload to Building Link to ensure residents' use is maximised (ie. number of lockers being utilised).</p>

	<p>... He and Mr Page attended C5 Forum meeting. The Forum reported that break-ins resulted mainly from lock boxes located at various buildings and that an audit of fobs in use is a prudent measure to maintain security integrity for the complex. Unaccounted for fobs present an unnecessary security risk. The EC is not aware of lock boxes located within the complex and will ensure none are located within common property.</p> <p>... He and Mr Page met with Jason (Building Manager, BM) to understand Jason's time commitments. Asked him to address common property community (common) needs not personal apartment needs of residents. Also encouraged him not to respond to after-hours requests direct to him, as Vantage Strata have an after-ours telephone numbers for residents to use.</p> <p>... He spoke with Mark/Filomena (new apartment owners) who wish to be involved with the EC.</p> <p>... Mentioned we need to update the Body Corporate Rules to include balcony blinds rules.</p>
<p>3.</p>	<p><u>Treasurer's Report</u></p> <ul style="list-style-type: none"> • Deep clean cost was approx. \$6000 and was not in budget and is an overspend. • Security upgrade cost was approx. \$5000 and was not in budget and is an overspend. • Insurance payment \$66000 prepaid. • Overall, \$ 86,000 cash at bank and circa \$95,000 incoming expected with 10 December 2024 Admin Levy notices. • Timing differences (recorded as a prepayment and then reversed) in large insurance payment in late June 2024 and inconsistent application of journal entries provided by Vantage Strata is distorting ACTUAL spend on this line item with the result of a greater deficit against budget which is not the case. Treasurer and Chair will request Vantage's explanation and copies of general journal entries to resolve. Siena Owners Corporation books kept on a cash basis and recorded as historical cost as advised by Vantage Strata and confirmed by auditors, Kelly Partners. Roller door maintenance contract let for 1 year.
<p>4.</p>	<p><u>Other Business</u></p> <p>Security - STOP sign and lines to be installed at bottom of ramp to reduce cutting of corner and possible damage to cars in adjacent car park. Also, a sign will be placed at top of ramp about possible tailgating. As well, an education program will be undertaken about this issue.</p>

1.	Fob audit.	VS
2.	Update balcony blinds rules.	VS
3.	Audit memory of security cameras to free up space, if required.	VS/BM
4.	Review Maintenance/Sinking plan and update.	JC/CP
5.	Need an administrator for Facebook page.	MP
6.	Discuss with VS re preventative cleaning contract.	JC
7.	Discuss with VS (Arthur and manager) re adjusting accounts to account for insurance deficit.	JC
8.	A note to be drafted and issued to residents that walkways are not to be used to store personal property (such as furniture, bikes and footwear) and stress the aesthetics of the building.	MP/VS
9.	A Christmas present (up to \$200) to be provided to the Building Manager, in recognition of his contribution to the Siena community.	CP
10.	Meet with Fairy Cleaning to discuss a 5-day service, consistency of service/staff and final negotiation of cost. Agreed that contract can be finalised out of session by JC.	JC/AM
11.	Remediation of Common Area toilets: Need to pay \$600 inspection fee and seek reimbursement from JWLand as the problem is the initial plumbing of the toilet, a defect. Remediation costs to be sought from JWLand.	VS
12.	Height Safety Contract: a 3-year contract to be put in place.	JC/VS
13.	Gardener to be advised of the poor condition of corridor plants.	JC
14.	Remediation of the defective membranes on roof and walkways, as identified by Wise Choice on 5 November 2019 remains unactioned and not to relevant building standard. JWLand to be advised of our position.	JC

	<u>Next Meeting</u> 26 February; 5pm.
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Meeting closed at 7.12pm.

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	26.02.25 @ 5.30 pm
Location:	Appt 211
Prepared By:	Martin Page

Members

Joe Cardone	Chair
Christine Pearce	Treasurer
Martin Page	Secretary
Bill Maher	Member (By phone)
Allan McClelland	Member
Michael Salgueiro	Member

Decisions and actions

No.	Items
1	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes from the AGM were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil, except for Ms Pearce for item detailing with her application for alteration.
2	<p><u>Chair's Report</u></p> <p>Service providers: Commented that the revised 'five days a week' cleaning arrangement is working well.</p> <p>Strata Manager is to organise a site visit with the gardening contractor and Committee, then likely to test the market.</p> <p>Infrastructure: An inspection of the overflow system above Level 7 revealed that the structure is not to specification. The Strata Manager to approach JWLand and Chase.</p> <p>Advised that the seven gas water units are out of warranty; transition to electric will be examined in light of the significant cost saving from 2023 solar panel</p>

	<p>installation as well as potential impact from future government policies on gas supply and pricing regimes. Mr Maher to follow up on earlier work.</p> <p>Fire hydrants: Noting the quoted \$7500 cost to replace these, the Strata Manager to organise a site visit with the contractor to allow the Committee to understand the issue. Ms Pearce will check the sinking fund regarding availability of funds.</p> <p>Strata Management: Noting the recent leave by the Building Manager, the Strata Manager will be asked to ensure the Committee is notified of future absences and of the replacement arrangements.</p> <p>Other: The recent failure of the intercom following a power outage (or surge) highlighted that the Uninterrupted Power Supply in place did not function, and should be followed up by the Strata Manager.</p> <p>Reported on the recent C5 Forum meeting. Mr Page to circulate the summary of the meeting to the Committee.</p> <p>Cost apportionment of damaged external-facing doors/windows - Mr Cardone will follow up with the Strata Manager on a possible policy.</p> <p>Noted the recent line-marking and signage in the basement, and Mr Cardone will draft messaging for additional signs.</p>
3	<p><u>Treasurer's Report</u></p> <ul style="list-style-type: none"> - The financial situation is sound; \$65,000 in bank. - Funding is available for external-window cleaning. - Noted the upcoming basement clean. Strata Manager to make all necessary arrangements, with pipes to be included. - Electricity charges continue to fall, ie to approx. \$900 a month, from \$2500. - No exceptions to forecast expenditure were noted.
4	<p><u>Other Business</u></p> <p><u>Alteration request:</u> - Ms Pearce recused herself from this item.</p> <p>Agreed that the alteration needs to be consistent with NCA requirements. Mr McClelland will send Mr Cardone a template of the earlier approach to the NCA.</p> <p>The alteration was approved in principle, subject to NCA approval.</p> <p><u>Treasurer:</u> Ms Pearce advised that she would be resigning as treasurer and member from the Committee.</p>

	Mr Cardone and members of the Committee thanked Ms Pearce for her diligent and professional handling of the Treasurers role since the Committee inception in 2019 and wished her well.
5	<u>Next Meeting</u> Wednesday, 28 May.

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	28.05.25 @ 5.30 pm
Location:	Appt G05
Prepared By:	Martin Page

Members

Joe Cardone	Chair
Martin Page	Secretary
Bill Maher	Member
Alan McClelland	Member (Apology)
Michael Salgueiro	Member

Decisions and actions

No.	Items
1	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes of 26 February 2025 were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil
2	<p><u>Chair's Report</u></p> <p>The Vantage Strata Manager, Arthur Machado, has advised of his resignation, and that he is being replaced by Mathew Kenna. A meeting with Mat will be arranged.</p> <p>An ad hoc issue associated with the transition to new rubbish collectors, JJ Richards resulted in no hopper being in place in the Kalma Way rubbish chute. The EC conveyed to Vantage Strata the need to update the EC of future service provider changes to avoid disruption to residents.</p> <p>The upcoming building-insurance renewal will continue to reflect building defects associated with non-compliant (per relevant Australian Standards) membrane application across the building, resulting in a premium loading and exclusions of liability related to these disclosures. The EC has sought and</p>

	<p>received confirmation of meeting to address this issue with Chase Constructions (Siena Complex builder). These membrane issues were flagged in 2019 building handover report, and as such, the Owners Corporation retains its pre-emptive rights to remediation and not be subject to sunseting of statutory liability period. Previous offer for an extended warranty period by the developer JWLand was withdrawn but in any event, the EC had considered this offer as a secondary and not primary resolution. The EC will go to the market in the usual way with our insurance broker to receive renewal quotes for building insurance.</p> <p>The Level 7 drainage issue that resulted in water overflow onto balcony has been rectified with the raising of the overflow discharge points. This balcony overflow was the result of severe storm event and not a defect as the overflow design of the roof box gutter was part of the building design and allowed for this overflow potential.</p> <p>The fitout to the new commercial space (corner of Creswell & Constitution) is progressing well (and is expected to be completed by 30 June), notwithstanding some residents' concerns about drilling noise. We are awaiting signage proposals for this unit.</p> <p>A pin hole water leak in the main fire hydrant water pipe contained in the fire services pumping area adjacent to the traffic lights on corner of Kalma Way and Constitution Avenue has been rectified, noting that the new pipe will need to be sealed and fire rated as it penetrates Basement level 1</p> <p>Additional 'traffic-calming' signs for the basement need to be develop. Messrs Salgueiro and Page will look at options and report back.</p>
<p>3</p>	<p><u>Treasurer's Report</u></p> <p>In the Treasurer's absence, Mr Cardone summarised the financial situation:</p> <ul style="list-style-type: none"> - The Sinking Fund Plan will be prepared by QIA, noting the legislated requirement for an updated plan. - A Common Property Safety Report will be provided by QIA. - Bank signing authorities need to be updated. - Noting upcoming levy payments on 10 June 2025 cash inflows, bank account balances as at end of April 2025 are: \$50,360 (Admin) and \$265,621 (Sinking). Pleasingly, the Administrative Fund expenses for 2025 financial year are largely in-line with budgeted items. The Sinking Fund continues to remain in surplus relative to 2019 Sinking Fund Plan estimates, noting that the Plan requires updating. The EC expects some recalibration of costs of infrastructure items since last Plan update as

	<p>estimates would have expected to have moved in line with the uplift in general building costs in the industry.</p>
4	<p><u>Other Business</u></p> <p>Mr Salgueiro reported back from the C5 Forum.</p> <p>Poor management of recycling material by Club Lime has been addressed.</p> <p>Mr Maher spoke about needing balcony dimension in order to progress a quote for tile and drainage cleaning on unit balconies. (For actioning by Vantage Strata.)</p> <p>Mr Maher is in the process of obtaining a revised quote for an electrical hot water system, in the event the present gas system (which nearing the end of its warranty/ life) will need replacement.</p> <p>It was agreed that periodic cleaning of the following building features will be progressed: ground-floor bin rooms; recycling cupboards on each floor; rubbish chutes; façade and pavers outside Club Lime and new commercial unit. (For actioning by Vantage Strata.)</p> <p>Meeting concluded 7.30 pm</p>
5	<p><u>Next Meeting</u></p> <p>TBA, noting upcoming AGM.</p>

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	31.07.25 @ 5.30 pm
Location:	Meeting Room, The Parade
Prepared By:	Martin Page

Members

Joe Cardone	Chair
Martin Page	Secretary
Bill Maher	Member (Apology)
Alan McClelland	Member (Apology)
Michael Salueiro	Member (Via phone)

Decisions and actions

No.	Items
1	<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes of 28 May 2025 were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil
2	<p><u>Chair's Report</u></p> <p>Mr Cardone provided the following 'year in review':</p> <p>The year was a successful one for our building, but included a few challenges, such as managing the new commercial fitout, which is now operating; and dealing with a number of infrastructure hurdles, such as the leaking mains pipe on the corner of Constitution Ave & Kalma Way and plumbing issues within the building proper.</p> <p>The building's visual impact has been maintained, with recent gardening activity refreshing the appearance of the common areas, with positive comments from residents being pleasing.</p>

	<p>From his perspective as chair, Mr Cardone noted that the committee functioned well, with contributions from all members, and that we were able to maintain good working relationships with the strata and building managers.</p> <p>Mr Cardone recorded his and the residents’ gratitude to the two outgoing office bearer members of the inaugural committee – Mr Alan McClelland as Chair, and Ms Christine Pearce as Treasurer both of whom contributed much over many years, leaving the committee, finances and building in robust health. Mr Cardone also thanked Mr Jonathan Nicholl as an outgoing committee member.</p> <p>Financial report: Pleasingly, most items were expended in line with the budget, with the maintenance of fire hydrants, security upgrade to include cctv on all entrances to the building, and plumbing work to commercial disabled toilet representing most of the approx. \$16,000 of unbudgeted expenditure. Further work and potential improvements may be required to access gates to the building to mitigate a growing number of unscheduled maintenance visits.</p> <p>Going forward, signing authorities will need to reflect the new committee composition; and the availability of an updated sinking fund plan and common safety report will permit prudent investment of infrastructure funds. A major initiative will be to bring to a finalisation the remaining defect items highlighted in building handover report in November 2019 and during previous AGMs. The committee and the complex builder, Chase Constructions have been working, in good faith during the second half of the year to reach an amicable outcome.</p> <p>A provisional date for the Annual General Meeting is 3 September 2025, with identified items including amendments to house rules governing the approval of alterations and additions. Pending the finalisation of the accounts, owners will be notified of AGM arrangements.</p>
<p>4</p>	<p><u>Other Business</u></p> <p>The Committee will work with Vantage Strata to rationalise items listed as requiring action.</p> <p>The repeated failure of the intercom system will need addressing.</p> <p>The meeting concluded at 6.25 pm.</p>
<p>5</p>	<p><u>Next Meeting</u></p> <p>TBA, noting upcoming AGM.</p>



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF 4691**

Siena

Constitution Avenue/ Kalma 59, CAMPBELL, ACT, 2612

VENUE: Vantage Strata Office

DATE: 4th September 2025

TIME: 05:30 PM (Canberra time)

PRESENT:

Lot Number	Attendee	Owner Name
2	Owner - Sarah Crisp	Sarah Crisp
3	Owner - Serina Cardone in favour of Joe Cardone	Serina Cardone
13	Owner - Alistair Lee Rogers	Alistair Lee Rogers
18	Owner - Victoria Poppins	Victoria Poppins
21	Owner - Clare Louise Page & Martin Leslie Page	Clare Louise Page & Martin Leslie Page
33	Owner - Margaret G Talbot	Margaret G Talbot
49	Owner - Christine Maree Pearce	Christine Maree Pearce & Matthew John Baxter
54	Owner - Sarah Joy Coote	Sarah Joy Coote
72	Owner - PeterDavies	Peter & Susan Davies
75	Owner - David Foot	David Foot
77	Owner - Michael da Silva Salgueiro & Judy Ann Santos	Michael da Silva Salgueiro & Judy Ann Santos
80	Owner - Jean A Wolki	Shane W & Jean A Wolki
81	Nominee - Mark De Bortoli	Defiscale Pty Limited

83	Owner - Alan Wilmot McCLELLAND	Alan Wilmot & Susan Lee McCLELLAND
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ADDITIONAL ATTENDEES:

Name	Description
M Kenna	Vantage Strata - Strata Manager
N Mahfoodz	Vantage Strata - Strata Manager

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 Joe Cardone of lot 3 (Unit G05) be appointed as the chairperson of the meeting.

The following absentee votes and proxies were accepted:

- Proxy - Unit 508 (Lot 63) - Chair, Joe Cardone
- Absentee votes, in favour of all motions:
 - Unit 203 (Lot 29) - Keith & Maria Vardanega
 - Unit 507 (Lot 62) - Andrew & Kylie Malone

MOTION CARRIED

Meeting started at 5.30PM.

2. CHAIRPERSON AND TREASURERS REPORT

Chairperson's and treasurer's reports are already included in the AGM bundle distributed to owners. No further discussion to the reports.

3. ADOPTION OF MINUTES

Ordinary resolution

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

MOTION CARRIED

Secretarial Notes:

No dissent noted.

David Foot highlighted on the amendment in the previous minutes which is to remove reference to ACT Policing in Item 25. Amendment was noted.

4. INSURANCE

Special resolution

It was **resolved** 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.

NO DISSENT NOTED

MOTION CARRIED

Secretarial Notes:

Siena complex market for insurability is limited to 1 insurer, which is Chubb, due to historical membrane issue and defects. Premium increase over the last financial year was about \$12,000. This premium increase also included a 5% increase in the building valuation offered by Chubb. Chubb will rest on the insurance valuation in 2024 without requiring further insurance valuations. The new Executive Committee will work to resolving the historical membrane issues over the course of the next 12 months.

5. INSURANCE CLAIMS (New or Outstanding)

It was noted that there is currently no outstanding claim. In regards to the process should there be new claims, the claim is to be submitted to EC for review and consideration. All claims are first assessed on the impact on the common property. In the event that a common property claim is proximate to any impact on the private property of a unit owner, an assessment will be made by the Executive Committee of any apportionment of the claim between common and private property before sending to the insurer for assessment.

6. AUDITED FINANCIALS (Adoption)

Ordinary resolution

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 08/07/2025.

MOTION CARRIED

Secretarial Notes:

No dissent noted.

It was noted that there was a rounding error of \$0.32. A McClelland queried on the action to be taken in collection of the outstanding levies and M Kenna advised that the outstanding has been diminished significantly before the AGM.

7. AUDITED FINANCIALS

Ordinary resolution

*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.*

MOTION CARRIED

Secretarial Notes: No dissent noted.

8. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Administration Fund expenditure budget of \$355,025.00 plus GST for the period 09/07/2025 to 08/07/2026 be adopted.*

MOTION CARRIED

Secretarial Notes:

No dissent noted. It was noted that the budget is an uplift by 0.31% over the previous year.

9. ADMIN FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$355,025.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 02/10/2025, 10/12/2025, 10/03/2026 and 10/06/2026.*

MOTION CARRIED

Secretarial Notes:

No dissent noted

10. SINKING FUND PLAN (Adoption)

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to adopt the Sinking Fund Plan and make contributions to the Sinking Fund as recommended in the report.*

Note the updated report was not available at the time of issuing this Agenda and will be forwarded to the EC for review and acceptance once received.

MOTION CARRIED

Secretarial Notes:

It was noted that QIA latest update is yet received on the potentially understates of some of the capital work items that was drafted in 2019. The process is to go to market and get it updated every 5 years. The current one is backdated, and a latest plan might be required.

11. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Sinking Fund expenditure budget of \$14,777.00 plus GST for the period 09/07/2025 to 08/07/2026 be adopted.*

MOTION CARRIED

Secretarial Notes:

No dissent noted.

It was noted that one of the two main gates on Creswell Street and Kalma Way has a faulty piston, making it at times inoperable. This leaves only three functional exit gates, one at Kalma Way and two at Pentland Street. A quotation is to be obtained for the complete renovation of the main entry gates. Depending on the outcome of the quotation, a special general meeting may need to be convened.

12. SINKING FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution of \$85,902.00 plus GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 09/07/2025 to 08/07/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 02/10/2025, 10/12/2025, 10/03/2026 and 10/06/2026.*

MOTION CARRIED

Secretarial Notes:

No dissent noted.

13. INVESTMENT OF FUNDS - ACT

Special resolution

It was resolved that the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds from the administrative fund and sinking fund into interest bearing investments; specifically, term deposits and at-call accounts, as considered appropriate.

NO DISSENT NOTED

MOTION CARRIED

Secretarial Notes:

It was highlighted that there is a surplus cash balance of \$280,000 in the bank. As the major expenditures under the previous plan are not expected until after 2028 and beyond, the funds will be allocated into a term deposit investment, through one of the four major banks or Macquarie Bank. The Executive Committee will review this on a three-month basis to ensure the funds are not locked away for too long, allowing flexibility for any unforeseen expenditures.

No dissent noted

14. MAINTENANCE PLAN (Review)

Ordinary resolution

It was **resolved** that the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.

MOTION CARRIED

Secretarial Notes:

The maintenance plan, compiled in June 2023 by QIA, is to be reviewed against our invoicing from current service providers. Where discrepancies are found between the plan and the service timelines, the matter will be discussed between the Executive Committee and the service providers. One of the key items identified is the fire upgrade works.

No dissent noted

15. MAINTENANCE ISSUES

Maintenance issues discussed are as follows:

- **Infrastructure within owner's unit** – Any infrastructure located inside an owner's unit is considered part of the owner's asset and responsibility, rather than common property.
- **Landscape improvements** – General enhancements have been carried out on the building's landscaping to improve the overall presentation and upkeep of the common areas.
- **Issues raised** –
 - **Downslope to Basement 3:** Concerns were noted regarding both the aesthetics and the structural integrity of this area, with particular emphasis on the need for regular basement cleaning.
 - **Water seepage from planter box areas:** It was highlighted that certain planter boxes may be contributing to water seepage issues onto the tiled common areas. The Committee will consider options such as installing protective trays beneath the planter boxes noting that this may simply lead to the trays filling up with water.
- **External window cleaning** – A scheduled cleaning will take place in October (TBC). This may involve overhanging works, and appropriate safety measures will be ensured..
- **Basement cleaning contract** – A new contract for basement cleaning is scheduled for review on 4th May 2026. Next clean is scheduled for December 2025.
- **Garden maintenance contract** – The garden maintenance services contract has recently been renewed, following dissatisfaction with the performance of the previous contractor.
- **Fire protection services** – The contract for 360-degree fire system maintenance has also been recently renewed to ensure continued compliance and safety.

16. DEFECTS

Defects discussed are as follows:

- **Outstanding matters with JW Land** – Most issues have been addressed; however, one key matter remains unresolved which is the membrane application.
- **Membrane application** – Reference was made to the handout report dated 29 November 2019, which identified that the wet seal membrane application was not carried out in accordance with Australian Standards. As Siena is still within the 6-year statutory warranty period, JW Land and Chase Construction are both aware of their obligations in rectifying this defect
- **Insurance coverage** – It was highlighted that the current insurance policy carries an exclusion clause for any damage that may arise from membrane failure. This reinforces the importance of pursuing resolution with JW Land and Chase Construction to safeguard the building against potential future risks.

17. FIRE SAFETY REVIEW

Fire safety review discussed are as follows:

- 360 Degrees report confirmed all systems functioning, with minor defects requiring maintenance.
- Smoke detectors in the Chase area found covered with tape. Matter noted, this should have been identified during maintenance. To be followed up

Secretarial Notes:

It was noted in the Fire Safety Report that there were two remaining quotes, outstanding for approval. Vantage Strata will be following these up.

18. DELEGATIONS AND APPOINTMENTS

It was noted that Vantage Strata continues with delegated functions per management agreement such as 119 certificates, operation of bank accounts, and all other provision of contracts.

19. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

*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.*

MOTION CARRIED

Secretarial Notes:

Renewal due for major contracts, including building and strata management, and cleaning services. Owners Corporation authorised the Executive Committee to review management and other contract services.

No dissent noted.

20. RULES CONSOLIDATED (Adoption and Registration)

Special resolution

*The Owners Corporation **resolved** 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 additional Owners Corporation Strata Rule 15.1 (Balconies), a copy of which is 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..*

NO DISSENT NOTED

MOTION CARRIED

Secretarial Notes:

It was proposed that there will be amendments to Rule 15.1 Balconies as follows:

- Additional rule introduced to regulate the installation of ceiling fans, with consideration given to size, scope, aesthetics, and potential noise impact.
- Clarification made that extensions of private units into balcony areas are not permitted. Accordingly, any electrical works carried out on unit balconies are also prohibited without express approval of the Executive Committee.

*Note – an exception to this is exclusion of works that are relatively minor, such as additional power points.

21. BUILDING MANAGEMENT AGENCY AGREEMENT

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written On Site Building Management Agreement, on expiry or mutual termination of the current agreement, appointing a management firm as follows:

- That a management firm be appointed as the Manager for On Site Building Management Services, for a period of up to 3 years.
- That a management firm and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

MOTION CARRIED

Secretarial Notes:

Building Management Agency Agreement is expiring on 8 June 2026

No dissent noted

22. STRATA MANAGEMENT AGENCY AGREEMENT

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry of the current agreement, appointing a management firm as follows:

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

MOTION CARRIED

Secretarial Notes:

Strata Management Agency Agreement is expiring on 8 June 2026

No dissent noted

23. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

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

MOTION CARRIED

Secretarial Notes:

- Elected members:
 - Joe Cardone (Lot 3, Unit G05)
 - Martin Page (Lot 21, Unit 211)
 - Michael Salgueiro (Lot 77, Unit 602)
 - William Maher (Lot 63, Unit 508)
 - David Foot (Lot 75, Unit 608)
 - Mark De Bortoli (Lot 81, Unit 704)
- Outgoing members Alan McClelland (Lot 83, Unit 702) & Christine Pearce (Lot 49, Unit 407) thanked for their significant contribution.

24. GENERAL BUSINESS

General business was raised during the discussion on the maintenance budget, specifically concerning the cleanliness of the basement and main entrances. Due to the Business being submitted less than 48 hours before the meeting, the Executive Committee will take this out of session and report back.

25. MEETING CLOSURE

Without further business the meeting was closed at 7.34M.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4691

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 04 September 2025

Tick applicable box, or both boxes if applicable:

Regularly convened

The general meeting was
regularly convened (not
following any adjournment
under UTMA s 3.9(3) or
(6)(a), part 3.1, schedule 3).

**Convened after
adjournment**

The general meeting was convened
following an adjournment or
adjournments (under UTMA
s 3.9(3) or (6)(a), part 3.1,
schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
04 September 2025	See attached minutes

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owners corporation



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

[†] In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 *When does a reduced quorum decision take effect?*

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 *How may reduced quorum decisions be disallowed?*

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 *How may reduced quorum decisions be confirmed?*

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 *How may reduced quorum decisions be revoked?*

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

Vantage Strata Pty Ltd

Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Printed 18/09/2025 at 16:25:21 User= Nabilah Mahfoodz

Page 1

Administrative Fund	Accepted Budget (09/07/2025-08/07/2026)	Current Actual (09/07/2024-08/07/2025)	Current Budget (09/07/2024-08/07/2025)
Income			
Interest	\$0.00	\$232.46	\$0.00
Levy Income	\$355,025.00	\$343,382.88	\$343,383.00
Total Admin Fund Income	\$355,025.00	\$343,615.34	\$343,383.00
Expense			
Accounting Fees	\$2,000.00	\$1,280.00	\$0.00
Audit Fees	\$2,000.00	\$1,310.00	\$1,350.00
BAS & Tax Preparation (I)	\$0.00	\$(220.00)	\$2,000.00
Bank Fees & Charges	\$320.00	\$27.70	\$0.00
Banking, Software & Infrastructure	\$450.00	\$366.74	\$450.00
BuildingLink	\$2,088.00	\$522.00	\$2,088.00
CCTV Repairs & Maintenance	\$0.00	\$800.00	\$0.00
Cleaning - Carpark	\$5,280.00	\$2,640.00	\$5,280.00
Cleaning - Contract	\$52,184.00	\$63,603.77	\$47,689.00
Cleaning - General	\$3,200.00	\$12,365.00	\$3,200.00
Cleaning - Windows	\$11,000.00	\$0.00	\$15,000.00
Contractor Compliance Fee	\$150.00	\$89.00	\$150.00
Electricity Usage	\$15,000.00	\$14,751.15	\$25,000.00
Fire - False Alarm Fees	\$1,000.00	\$0.00	\$1,000.00
Fire - Maintenance Contract	\$12,757.00	\$4,831.56	\$4,644.00
Fire - Monitoring	\$2,450.00	\$2,291.04	\$2,450.00
Fire Services R&M and Replacement	\$0.00	\$4,840.00	\$7,500.00
Gardening - Contract	\$8,000.00	\$6,610.92	\$6,500.00
Government Permits, Fees & Charges	\$300.00	\$208.18	\$0.00
Height Safety Certification	\$750.00	\$750.00	\$0.00
Insurance Premium	\$86,903.00	\$75,117.20	\$75,000.00
Keys, Fobs, Remotes & Swipes	\$2,900.00	\$3,736.36	\$2,750.00
Lifts - Maintenance Contract	\$14,900.00	\$13,510.00	\$13,480.00
Lifts - Registration	\$270.00	\$261.82	\$0.00
Lifts - Repairs & Maintenance	\$2,000.00	\$1,015.00	\$2,000.00
Lodgement Fees (I)	\$0.00	\$0.00	\$150.00
Management Fees - Building Management	\$40,131.00	\$35,035.00	\$38,220.00
Management Fees - Schedule B Fees	\$200.00	\$160.91	\$0.00
Management Fees - Strata Management	\$39,690.00	\$34,650.00	\$37,800.00
Membership Fees	\$190.00	\$190.00	\$0.00
Miscellaneous Expenses	\$400.00	\$321.06	\$0.00
Parcel Locker	\$3,800.00	\$3,520.00	\$3,300.00
R&M - Electrical	\$4,000.00	\$7,275.00	\$0.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$700.00	\$1,020.00	\$0.00
R&M - General	\$3,400.00	\$2,874.56	\$10,000.00
R&M - HVAC	\$2,000.00	\$3,040.00	\$0.00
R&M - Intercom	\$2,000.00	\$2,050.00	\$0.00

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Administrative Fund

Administrative Fund	Accepted Budget <small>(09/07/2025-08/07/2026)</small>	Current Actual <small>(09/07/2024-08/07/2025)</small>	Current Budget <small>(09/07/2024-08/07/2025)</small>
R&M - Pest Control	\$1,100.00	\$0.00	\$1,100.00
R&M - Plumbing	\$3,000.00	\$15,025.37	\$6,500.00
R&M - Plumbing Maintenance Contract	\$3,362.00	\$3,228.00	\$3,232.00
Reports - Height Safety	\$950.00	\$0.00	\$950.00
Security General	\$2,200.00	\$2,256.98	\$4,600.00
Security Guards, Patrols & Services	\$0.00	\$68.18	\$0.00
Water Usage	\$22,000.00	\$22,924.53	\$20,000.00
Total Admin Fund Expense	\$355,025.00	\$344,347.03	\$343,383.00
TOTAL ADMIN LEVY INCOME	\$355,025.00	\$343,382.88	\$343,383.00
ADD: ADMIN GST	\$35,502.50		\$34,338.30
TOTAL ADMIN BUDGET	\$390,527.50		\$377,721.30

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Sinking Fund

	Accepted Budget <small>(09/07/2025-08/07/2026)</small>	Current Actual <small>(09/07/2024-08/07/2025)</small>	Current Budget <small>(09/07/2024-08/07/2025)</small>
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Income

Interest	\$0.00	\$54.41	\$0.00
Levy Income	\$85,902.00	\$77,584.88	\$77,585.00

Total Sinking Fund Income

	\$85,902.00	\$77,639.29	\$77,585.00
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Expense

Bathrooms - R&M, Consumables and Cleaning	\$0.00	\$0.00	\$1,707.00
Capital Works Contribution	\$0.00	\$0.00	\$5,217.00
Fire Services R&M and Replacement	\$0.00	\$0.00	\$1,156.00
R&M - Fencing & Gates	\$10,000.00	\$0.00	\$0.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$1,734.00	\$0.00	\$1,734.00
Reports - Consultants	\$3,043.00	\$0.00	\$0.00
Security Upgrade	\$0.00	\$5,100.00	\$0.00

Total Sinking Fund Expense

	\$14,777.00	\$5,100.00	\$9,814.00
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TOTAL SINKING LEVY INCOME

	\$85,902.00	\$77,584.88	\$77,585.00
--	-------------	-------------	-------------

ADD: SINKING GST

	\$8,590.20		\$7,758.50
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TOTAL SINKING BUDGET

	\$94,492.20		\$85,343.50
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Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Budget Summary (09/07/2025-08/07/2026)

	Accepted	1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
Administrative Fund	\$390,527.50	\$97,631.84	\$97,631.84	\$97,631.84	\$97,631.84	\$390,527.36
Sinking Fund	\$94,492.20	\$23,623.01	\$23,623.01	\$23,623.01	\$23,623.01	\$94,492.04
Contribution Schedule Total	\$485,019.70	\$121,254.85	\$121,254.85	\$121,254.85	\$121,254.85	\$485,019.40
Amount to Collect	\$485,019.70	\$121,254.85	\$121,254.85	\$121,254.85	\$121,254.85	\$485,019.40

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Levy Adjustment Summary (09/07/2025-08/07/2026)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 10000

Due Date	Levy Period	Admin	Sinking	Total
02/10/2025	09/07/2025 - 08/10/2025	\$9.76	\$2.36	\$12.13
10/12/2025	09/10/2025 - 08/01/2026	\$9.76	\$2.36	\$12.13
10/03/2026	09/01/2026 - 08/04/2026	\$9.76	\$2.36	\$12.13
10/06/2026	09/04/2026 - 08/07/2026	\$9.76	\$2.36	\$12.13
Financial Year Total per Units of Entitlement		\$39.05	\$9.45	\$48.50
Financial Year Aggregate		\$390,527.36	\$94,492.04	\$485,019.40
Accepted Budget Amount		\$390,527.50	\$94,492.20	\$485,019.70
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Owner Summary (09/07/2025-08/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
54	1, 9	Admin	\$527.19	\$527.19	\$527.19	\$527.19	\$2,108.76
		Sinking	\$127.56	\$127.56	\$127.56	\$127.56	\$510.24
		Owner Total	\$654.75	\$654.75	\$654.75	\$654.75	\$2,619.00
55	2	Admin	\$536.97	\$536.97	\$536.97	\$536.97	\$2,147.88
		Sinking	\$129.93	\$129.93	\$129.93	\$129.93	\$519.72
		Owner Total	\$666.90	\$666.90	\$666.90	\$666.90	\$2,667.60
106	3, 13, 76	Admin	\$1,034.90	\$1,034.90	\$1,034.90	\$1,034.90	\$4,139.60
		Sinking	\$250.40	\$250.40	\$250.40	\$250.40	\$1,001.60
		Owner Total	\$1,285.30	\$1,285.30	\$1,285.30	\$1,285.30	\$5,141.20
99	4, 26	Admin	\$966.58	\$966.58	\$966.58	\$966.58	\$3,866.32
		Sinking	\$233.87	\$233.87	\$233.87	\$233.87	\$935.48
		Owner Total	\$1,200.45	\$1,200.45	\$1,200.45	\$1,200.45	\$4,801.80
215	5	Admin	\$2,099.10	\$2,099.10	\$2,099.10	\$2,099.10	\$8,396.40
		Sinking	\$507.90	\$507.90	\$507.90	\$507.90	\$2,031.60
		Owner Total	\$2,607.00	\$2,607.00	\$2,607.00	\$2,607.00	\$10,428.00
100	6, 40, 45	Admin	\$976.32	\$976.32	\$976.32	\$976.32	\$3,905.28
		Sinking	\$236.23	\$236.23	\$236.23	\$236.23	\$944.92
		Owner Total	\$1,212.55	\$1,212.55	\$1,212.55	\$1,212.55	\$4,850.20

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Owner Summary (09/07/2025-08/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
87	7, 60	Admin	\$849.38	\$849.38	\$849.38	\$849.38	\$3,397.52
		Sinking	\$205.52	\$205.52	\$205.52	\$205.52	\$822.08
		Owner Total	\$1,054.90	\$1,054.90	\$1,054.90	\$1,054.90	\$4,219.60
80	8, 15, 38	Admin	\$781.07	\$781.07	\$781.07	\$781.07	\$3,124.28
		Sinking	\$188.98	\$188.98	\$188.98	\$188.98	\$755.92
		Owner Total	\$970.05	\$970.05	\$970.05	\$970.05	\$3,880.20
95	10	Admin	\$927.48	\$927.48	\$927.48	\$927.48	\$3,709.92
		Sinking	\$224.42	\$224.42	\$224.42	\$224.42	\$897.68
		Owner Total	\$1,151.90	\$1,151.90	\$1,151.90	\$1,151.90	\$4,607.60
69	11	Admin	\$673.65	\$673.65	\$673.65	\$673.65	\$2,694.60
		Sinking	\$163.00	\$163.00	\$163.00	\$163.00	\$652.00
		Owner Total	\$836.65	\$836.65	\$836.65	\$836.65	\$3,346.60
96	12, 14, 18, 20, 23, 30, 34, 39, 46, 52, 59, 65, 74, 77	Admin	\$937.27	\$937.27	\$937.27	\$937.27	\$3,749.08
		Sinking	\$226.78	\$226.78	\$226.78	\$226.78	\$907.12
		Owner Total	\$1,164.05	\$1,164.05	\$1,164.05	\$1,164.05	\$4,656.20
56	16	Admin	\$546.76	\$546.76	\$546.76	\$546.76	\$2,187.04
		Sinking	\$132.29	\$132.29	\$132.29	\$132.29	\$529.16
		Owner Total	\$679.05	\$679.05	\$679.05	\$679.05	\$2,716.20

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Owner Summary (09/07/2025-08/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
196	17	Admin	\$1,913.59	\$1,913.59	\$1,913.59	\$1,913.59	\$7,654.36
		Sinking	\$463.01	\$463.01	\$463.01	\$463.01	\$1,852.04
		Owner Total	\$2,376.60	\$2,376.60	\$2,376.60	\$2,376.60	\$9,506.40
66	19	Admin	\$644.39	\$644.39	\$644.39	\$644.39	\$2,577.56
		Sinking	\$155.91	\$155.91	\$155.91	\$155.91	\$623.64
		Owner Total	\$800.30	\$800.30	\$800.30	\$800.30	\$3,201.20
177	21	Admin	\$1,728.07	\$1,728.07	\$1,728.07	\$1,728.07	\$6,912.28
		Sinking	\$418.13	\$418.13	\$418.13	\$418.13	\$1,672.52
		Owner Total	\$2,146.20	\$2,146.20	\$2,146.20	\$2,146.20	\$8,584.80
78	22	Admin	\$761.54	\$761.54	\$761.54	\$761.54	\$3,046.16
		Sinking	\$184.26	\$184.26	\$184.26	\$184.26	\$737.04
		Owner Total	\$945.80	\$945.80	\$945.80	\$945.80	\$3,783.20
123	24	Admin	\$1,200.89	\$1,200.89	\$1,200.89	\$1,200.89	\$4,803.56
		Sinking	\$290.56	\$290.56	\$290.56	\$290.56	\$1,162.24
		Owner Total	\$1,491.45	\$1,491.45	\$1,491.45	\$1,491.45	\$5,965.80
85	25	Admin	\$829.85	\$829.85	\$829.85	\$829.85	\$3,319.40
		Sinking	\$200.80	\$200.80	\$200.80	\$200.80	\$803.20
		Owner Total	\$1,030.65	\$1,030.65	\$1,030.65	\$1,030.65	\$4,122.60

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Owner Summary (09/07/2025-08/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
102	27	Admin	\$995.84	\$995.84	\$995.84	\$995.84	\$3,983.36
		Sinking	\$240.96	\$240.96	\$240.96	\$240.96	\$963.84
		Owner Total	\$1,236.80	\$1,236.80	\$1,236.80	\$1,236.80	\$4,947.20
84	28	Admin	\$820.12	\$820.12	\$820.12	\$820.12	\$3,280.48
		Sinking	\$198.43	\$198.43	\$198.43	\$198.43	\$793.72
		Owner Total	\$1,018.55	\$1,018.55	\$1,018.55	\$1,018.55	\$4,074.20
124	29	Admin	\$1,210.62	\$1,210.62	\$1,210.62	\$1,210.62	\$4,842.48
		Sinking	\$292.93	\$292.93	\$292.93	\$292.93	\$1,171.72
		Owner Total	\$1,503.55	\$1,503.55	\$1,503.55	\$1,503.55	\$6,014.20
86	31	Admin	\$839.64	\$839.64	\$839.64	\$839.64	\$3,358.56
		Sinking	\$203.16	\$203.16	\$203.16	\$203.16	\$812.64
		Owner Total	\$1,042.80	\$1,042.80	\$1,042.80	\$1,042.80	\$4,171.20
57	32	Admin	\$556.50	\$556.50	\$556.50	\$556.50	\$2,226.00
		Sinking	\$134.65	\$134.65	\$134.65	\$134.65	\$538.60
		Owner Total	\$691.15	\$691.15	\$691.15	\$691.15	\$2,764.60
174	33	Admin	\$1,698.81	\$1,698.81	\$1,698.81	\$1,698.81	\$6,795.24
		Sinking	\$411.04	\$411.04	\$411.04	\$411.04	\$1,644.16
		Owner Total	\$2,109.85	\$2,109.85	\$2,109.85	\$2,109.85	\$8,439.40

Vantage Strata Pty Ltd
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Owner Summary (09/07/2025-08/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
67	35, 72, 79	Admin	\$654.13	\$654.13	\$654.13	\$654.13	\$2,616.52
		Sinking	\$158.27	\$158.27	\$158.27	\$158.27	\$633.08
		Owner Total	\$812.40	\$812.40	\$812.40	\$812.40	\$3,249.60
97	36	Admin	\$947.01	\$947.01	\$947.01	\$947.01	\$3,788.04
		Sinking	\$229.14	\$229.14	\$229.14	\$229.14	\$916.56
		Owner Total	\$1,176.15	\$1,176.15	\$1,176.15	\$1,176.15	\$4,704.60
179	37	Admin	\$1,747.60	\$1,747.60	\$1,747.60	\$1,747.60	\$6,990.40
		Sinking	\$422.85	\$422.85	\$422.85	\$422.85	\$1,691.40
		Owner Total	\$2,170.45	\$2,170.45	\$2,170.45	\$2,170.45	\$8,681.80
89	41	Admin	\$868.90	\$868.90	\$868.90	\$868.90	\$3,475.60
		Sinking	\$210.25	\$210.25	\$210.25	\$210.25	\$841.00
		Owner Total	\$1,079.15	\$1,079.15	\$1,079.15	\$1,079.15	\$4,316.60
104	42, 43	Admin	\$1,015.37	\$1,015.37	\$1,015.37	\$1,015.37	\$4,061.48
		Sinking	\$245.68	\$245.68	\$245.68	\$245.68	\$982.72
		Owner Total	\$1,261.05	\$1,261.05	\$1,261.05	\$1,261.05	\$5,044.20
92	44, 57	Admin	\$898.22	\$898.22	\$898.22	\$898.22	\$3,592.88
		Sinking	\$217.33	\$217.33	\$217.33	\$217.33	\$869.32
		Owner Total	\$1,115.55	\$1,115.55	\$1,115.55	\$1,115.55	\$4,462.20

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

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Owner Summary (09/07/2025-08/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
82	47	Admin	\$800.59	\$800.59	\$800.59	\$800.59	\$3,202.36
		Sinking	\$193.71	\$193.71	\$193.71	\$193.71	\$774.84
		Owner Total	\$994.30	\$994.30	\$994.30	\$994.30	\$3,977.20
60	48, 61	Admin	\$585.81	\$585.81	\$585.81	\$585.81	\$2,343.24
		Sinking	\$141.74	\$141.74	\$141.74	\$141.74	\$566.96
		Owner Total	\$727.55	\$727.55	\$727.55	\$727.55	\$2,910.20
185	49, 63	Admin	\$1,806.17	\$1,806.17	\$1,806.17	\$1,806.17	\$7,224.68
		Sinking	\$437.03	\$437.03	\$437.03	\$437.03	\$1,748.12
		Owner Total	\$2,243.20	\$2,243.20	\$2,243.20	\$2,243.20	\$8,972.80
182	50	Admin	\$1,776.91	\$1,776.91	\$1,776.91	\$1,776.91	\$7,107.64
		Sinking	\$429.94	\$429.94	\$429.94	\$429.94	\$1,719.76
		Owner Total	\$2,206.85	\$2,206.85	\$2,206.85	\$2,206.85	\$8,827.40
83	51	Admin	\$810.33	\$810.33	\$810.33	\$810.33	\$3,241.32
		Sinking	\$196.07	\$196.07	\$196.07	\$196.07	\$784.28
		Owner Total	\$1,006.40	\$1,006.40	\$1,006.40	\$1,006.40	\$4,025.60
101	53, 58	Admin	\$986.06	\$986.06	\$986.06	\$986.06	\$3,944.24
		Sinking	\$238.59	\$238.59	\$238.59	\$238.59	\$954.36
		Owner Total	\$1,224.65	\$1,224.65	\$1,224.65	\$1,224.65	\$4,898.60

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Owner Summary (09/07/2025-08/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
93	54	Admin	\$907.96	\$907.96	\$907.96	\$907.96	\$3,631.84
		Sinking	\$219.69	\$219.69	\$219.69	\$219.69	\$878.76
		Owner Total	\$1,127.65	\$1,127.65	\$1,127.65	\$1,127.65	\$4,510.60
111	55, 56, 90	Admin	\$1,083.73	\$1,083.73	\$1,083.73	\$1,083.73	\$4,334.92
		Sinking	\$262.22	\$262.22	\$262.22	\$262.22	\$1,048.88
		Owner Total	\$1,345.95	\$1,345.95	\$1,345.95	\$1,345.95	\$5,383.80
187	62	Admin	\$1,825.70	\$1,825.70	\$1,825.70	\$1,825.70	\$7,302.80
		Sinking	\$441.75	\$441.75	\$441.75	\$441.75	\$1,767.00
		Owner Total	\$2,267.45	\$2,267.45	\$2,267.45	\$2,267.45	\$9,069.80
88	64	Admin	\$859.17	\$859.17	\$859.17	\$859.17	\$3,436.68
		Sinking	\$207.88	\$207.88	\$207.88	\$207.88	\$831.52
		Owner Total	\$1,067.05	\$1,067.05	\$1,067.05	\$1,067.05	\$4,268.20
126	66	Admin	\$1,230.15	\$1,230.15	\$1,230.15	\$1,230.15	\$4,920.60
		Sinking	\$297.65	\$297.65	\$297.65	\$297.65	\$1,190.60
		Owner Total	\$1,527.80	\$1,527.80	\$1,527.80	\$1,527.80	\$6,111.20
94	67, 70	Admin	\$917.74	\$917.74	\$917.74	\$917.74	\$3,670.96
		Sinking	\$222.06	\$222.06	\$222.06	\$222.06	\$888.24
		Owner Total	\$1,139.80	\$1,139.80	\$1,139.80	\$1,139.80	\$4,559.20

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Owner Summary (09/07/2025-08/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
109	68, 69	Admin	\$1,064.21	\$1,064.21	\$1,064.21	\$1,064.21	\$4,256.84
		Sinking	\$257.49	\$257.49	\$257.49	\$257.49	\$1,029.96
		Owner Total	\$1,321.70	\$1,321.70	\$1,321.70	\$1,321.70	\$5,286.80
129	71	Admin	\$1,259.46	\$1,259.46	\$1,259.46	\$1,259.46	\$5,037.84
		Sinking	\$304.74	\$304.74	\$304.74	\$304.74	\$1,218.96
		Owner Total	\$1,564.20	\$1,564.20	\$1,564.20	\$1,564.20	\$6,256.80
134	73, 75, 78	Admin	\$1,308.25	\$1,308.25	\$1,308.25	\$1,308.25	\$5,233.00
		Sinking	\$316.55	\$316.55	\$316.55	\$316.55	\$1,266.20
		Owner Total	\$1,624.80	\$1,624.80	\$1,624.80	\$1,624.80	\$6,499.20
266	80	Admin	\$2,597.03	\$2,597.03	\$2,597.03	\$2,597.03	\$10,388.12
		Sinking	\$628.37	\$628.37	\$628.37	\$628.37	\$2,513.48
		Owner Total	\$3,225.40	\$3,225.40	\$3,225.40	\$3,225.40	\$12,901.60
230	81, 82	Admin	\$2,245.52	\$2,245.52	\$2,245.52	\$2,245.52	\$8,982.08
		Sinking	\$543.33	\$543.33	\$543.33	\$543.33	\$2,173.32
		Owner Total	\$2,788.85	\$2,788.85	\$2,788.85	\$2,788.85	\$11,155.40
273	83	Admin	\$2,665.34	\$2,665.34	\$2,665.34	\$2,665.34	\$10,661.36
		Sinking	\$644.91	\$644.91	\$644.91	\$644.91	\$2,579.64
		Owner Total	\$3,310.25	\$3,310.25	\$3,310.25	\$3,310.25	\$13,241.00

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Owner Summary (09/07/2025-08/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 02/10/2025	2nd Instalment 10/12/2025	3rd Instalment 10/03/2026	4th Instalment 10/06/2026	TOTAL (09/07/2025-08/07/2026)
75	84	Admin	\$732.23	\$732.23	\$732.23	\$732.23	\$2,928.92
		Sinking	\$177.17	\$177.17	\$177.17	\$177.17	\$708.68
		Owner Total	\$909.40	\$909.40	\$909.40	\$909.40	\$3,637.60
61	85	Admin	\$595.55	\$595.55	\$595.55	\$595.55	\$2,382.20
		Sinking	\$144.10	\$144.10	\$144.10	\$144.10	\$576.40
		Owner Total	\$739.65	\$739.65	\$739.65	\$739.65	\$2,958.60
130	86	Admin	\$1,269.20	\$1,269.20	\$1,269.20	\$1,269.20	\$5,076.80
		Sinking	\$307.10	\$307.10	\$307.10	\$307.10	\$1,228.40
		Owner Total	\$1,576.30	\$1,576.30	\$1,576.30	\$1,576.30	\$6,305.20
169	87	Admin	\$1,649.97	\$1,649.97	\$1,649.97	\$1,649.97	\$6,599.88
		Sinking	\$399.23	\$399.23	\$399.23	\$399.23	\$1,596.92
		Owner Total	\$2,049.20	\$2,049.20	\$2,049.20	\$2,049.20	\$8,196.80
159	88	Admin	\$1,552.34	\$1,552.34	\$1,552.34	\$1,552.34	\$6,209.36
		Sinking	\$375.61	\$375.61	\$375.61	\$375.61	\$1,502.44
		Owner Total	\$1,927.95	\$1,927.95	\$1,927.95	\$1,927.95	\$7,711.80
122	89	Admin	\$1,191.10	\$1,191.10	\$1,191.10	\$1,191.10	\$4,764.40
		Sinking	\$288.20	\$288.20	\$288.20	\$288.20	\$1,152.80
		Owner Total	\$1,479.30	\$1,479.30	\$1,479.30	\$1,479.30	\$5,917.20

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Contribution Summary (09/07/2025-08/07/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 9	Contribution Schedule Owner Total	54	\$2,108.76 \$2,108.76	\$510.24 \$510.24	\$0.00 \$2,619.00
2	Contribution Schedule Owner Total	55	\$2,147.88 \$2,147.88	\$519.72 \$519.72	\$0.00 \$2,667.60
3, 13, 76	Contribution Schedule Owner Total	106	\$4,139.60 \$4,139.60	\$1,001.60 \$1,001.60	\$0.00 \$5,141.20
4, 26	Contribution Schedule Owner Total	99	\$3,866.32 \$3,866.32	\$935.48 \$935.48	\$0.00 \$4,801.80
5	Contribution Schedule Owner Total	215	\$8,396.40 \$8,396.40	\$2,031.60 \$2,031.60	\$0.00 \$10,428.00
6, 40, 45	Contribution Schedule Owner Total	100	\$3,905.28 \$3,905.28	\$944.92 \$944.92	\$0.00 \$4,850.20
7, 60	Contribution Schedule Owner Total	87	\$3,397.52 \$3,397.52	\$822.08 \$822.08	\$0.00 \$4,219.60
8, 15, 38	Contribution Schedule Owner Total	80	\$3,124.28 \$3,124.28	\$755.92 \$755.92	\$0.00 \$3,880.20
10	Contribution Schedule Owner Total	95	\$3,709.92 \$3,709.92	\$897.68 \$897.68	\$0.00 \$4,607.60
11	Contribution Schedule Owner Total	69	\$2,694.60 \$2,694.60	\$652.00 \$652.00	\$0.00 \$3,346.60
12, 14, 18, 20, 23, 30, 34, 39, 46, 52, 59, 65, 74, 77	Contribution Schedule Owner Total	96	\$3,749.08 \$3,749.08	\$907.12 \$907.12	\$0.00 \$4,656.20
16	Contribution Schedule Owner Total	56	\$2,187.04 \$2,187.04	\$529.16 \$529.16	\$0.00 \$2,716.20

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Contribution Summary (09/07/2025-08/07/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
17	Contribution Schedule Owner Total	196	\$7,654.36 \$7,654.36	\$1,852.04 \$1,852.04	\$0.00 \$9,506.40
19	Contribution Schedule Owner Total	66	\$2,577.56 \$2,577.56	\$623.64 \$623.64	\$0.00 \$3,201.20
21	Contribution Schedule Owner Total	177	\$6,912.28 \$6,912.28	\$1,672.52 \$1,672.52	\$0.00 \$8,584.80
22	Contribution Schedule Owner Total	78	\$3,046.16 \$3,046.16	\$737.04 \$737.04	\$0.00 \$3,783.20
24	Contribution Schedule Owner Total	123	\$4,803.56 \$4,803.56	\$1,162.24 \$1,162.24	\$0.00 \$5,965.80
25	Contribution Schedule Owner Total	85	\$3,319.40 \$3,319.40	\$803.20 \$803.20	\$0.00 \$4,122.60
27	Contribution Schedule Owner Total	102	\$3,983.36 \$3,983.36	\$963.84 \$963.84	\$0.00 \$4,947.20
28	Contribution Schedule Owner Total	84	\$3,280.48 \$3,280.48	\$793.72 \$793.72	\$0.00 \$4,074.20
29	Contribution Schedule Owner Total	124	\$4,842.48 \$4,842.48	\$1,171.72 \$1,171.72	\$0.00 \$6,014.20
31	Contribution Schedule Owner Total	86	\$3,358.56 \$3,358.56	\$812.64 \$812.64	\$0.00 \$4,171.20
32	Contribution Schedule Owner Total	57	\$2,226.00 \$2,226.00	\$538.60 \$538.60	\$0.00 \$2,764.60
33	Contribution Schedule Owner Total	174	\$6,795.24 \$6,795.24	\$1,644.16 \$1,644.16	\$0.00 \$8,439.40

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Contribution Summary (09/07/2025-08/07/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
35, 72, 79	Contribution Schedule	67	\$2,616.52	\$633.08	\$0.00
	Owner Total		\$2,616.52	\$633.08	\$3,249.60
36	Contribution Schedule	97	\$3,788.04	\$916.56	\$0.00
	Owner Total		\$3,788.04	\$916.56	\$4,704.60
37	Contribution Schedule	179	\$6,990.40	\$1,691.40	\$0.00
	Owner Total		\$6,990.40	\$1,691.40	\$8,681.80
41	Contribution Schedule	89	\$3,475.60	\$841.00	\$0.00
	Owner Total		\$3,475.60	\$841.00	\$4,316.60
42, 43	Contribution Schedule	104	\$4,061.48	\$982.72	\$0.00
	Owner Total		\$4,061.48	\$982.72	\$5,044.20
44, 57	Contribution Schedule	92	\$3,592.88	\$869.32	\$0.00
	Owner Total		\$3,592.88	\$869.32	\$4,462.20
47	Contribution Schedule	82	\$3,202.36	\$774.84	\$0.00
	Owner Total		\$3,202.36	\$774.84	\$3,977.20
48, 61	Contribution Schedule	60	\$2,343.24	\$566.96	\$0.00
	Owner Total		\$2,343.24	\$566.96	\$2,910.20
49, 63	Contribution Schedule	185	\$7,224.68	\$1,748.12	\$0.00
	Owner Total		\$7,224.68	\$1,748.12	\$8,972.80
50	Contribution Schedule	182	\$7,107.64	\$1,719.76	\$0.00
	Owner Total		\$7,107.64	\$1,719.76	\$8,827.40
51	Contribution Schedule	83	\$3,241.32	\$784.28	\$0.00
	Owner Total		\$3,241.32	\$784.28	\$4,025.60
53, 58	Contribution Schedule	101	\$3,944.24	\$954.36	\$0.00
	Owner Total		\$3,944.24	\$954.36	\$4,898.60

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

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Contribution Summary (09/07/2025-08/07/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
54	Contribution Schedule Owner Total	93	\$3,631.84 \$3,631.84	\$878.76 \$878.76	\$0.00 \$4,510.60
55, 56, 90	Contribution Schedule Owner Total	111	\$4,334.92 \$4,334.92	\$1,048.88 \$1,048.88	\$0.00 \$5,383.80
62	Contribution Schedule Owner Total	187	\$7,302.80 \$7,302.80	\$1,767.00 \$1,767.00	\$0.00 \$9,069.80
64	Contribution Schedule Owner Total	88	\$3,436.68 \$3,436.68	\$831.52 \$831.52	\$0.00 \$4,268.20
66	Contribution Schedule Owner Total	126	\$4,920.60 \$4,920.60	\$1,190.60 \$1,190.60	\$0.00 \$6,111.20
67, 70	Contribution Schedule Owner Total	94	\$3,670.96 \$3,670.96	\$888.24 \$888.24	\$0.00 \$4,559.20
68, 69	Contribution Schedule Owner Total	109	\$4,256.84 \$4,256.84	\$1,029.96 \$1,029.96	\$0.00 \$5,286.80
71	Contribution Schedule Owner Total	129	\$5,037.84 \$5,037.84	\$1,218.96 \$1,218.96	\$0.00 \$6,256.80
73, 75, 78	Contribution Schedule Owner Total	134	\$5,233.00 \$5,233.00	\$1,266.20 \$1,266.20	\$0.00 \$6,499.20
80	Contribution Schedule Owner Total	266	\$10,388.12 \$10,388.12	\$2,513.48 \$2,513.48	\$0.00 \$12,901.60
81, 82	Contribution Schedule Owner Total	230	\$8,982.08 \$8,982.08	\$2,173.32 \$2,173.32	\$0.00 \$11,155.40
83	Contribution Schedule Owner Total	273	\$10,661.36 \$10,661.36	\$2,579.64 \$2,579.64	\$0.00 \$13,241.00

Vantage Strata Pty Ltd
Accepted Budget for Unit Title 4691

SIENA, 59 Constitution Avenue/ Kalma CAMPBELL

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Contribution Summary (09/07/2025-08/07/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
84	Contribution Schedule	75	\$2,928.92	\$708.68	\$0.00
	Owner Total		\$2,928.92	\$708.68	\$3,637.60
85	Contribution Schedule	61	\$2,382.20	\$576.40	\$0.00
	Owner Total		\$2,382.20	\$576.40	\$2,958.60
86	Contribution Schedule	130	\$5,076.80	\$1,228.40	\$0.00
	Owner Total		\$5,076.80	\$1,228.40	\$6,305.20
87	Contribution Schedule	169	\$6,599.88	\$1,596.92	\$0.00
	Owner Total		\$6,599.88	\$1,596.92	\$8,196.80
88	Contribution Schedule	159	\$6,209.36	\$1,502.44	\$0.00
	Owner Total		\$6,209.36	\$1,502.44	\$7,711.80
89	Contribution Schedule	122	\$4,764.40	\$1,152.80	\$0.00
	Owner Total		\$4,764.40	\$1,152.80	\$5,917.20
	Overall Total		\$390,527.36	\$94,492.04	\$485,019.40

Schedule	UOE
Contribution Schedule	10000

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	2.10.25 @ 5.30 pm
Location:	Meeting Room, The Parade
Prepared By:	Martin Page

Members

Joe Cardone (JC)	Chair
Martin Page (MP)	Secretary
Bill Maher (BM)	Member (Apology)
David Foot (DF)	Member
Michael Salgueiro (MS)	Member
Mark De Bortoli (MD)	Member

Decisions and actions

Items
<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes of 2025 AGM were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil
<p>Election of office bearers</p> <p>The following were nominated and appointed:</p> <p>Chair - Joe Cardone</p> <p>Treasurer – Mark De Bortoli</p> <p>Secretary – Martin Page</p>
<p>Chair's Report</p> <p>The Committee iterated that any and all maintenance issues within the confines of an individual unit are the responsibility of the owner and is not a strata matter. This will be confirmed to a relevant owner by the Strata Manager. (Vantage)</p>

It was agreed that the fractured window on the façade on Constitution Ave is the responsibility of the owner/tenant as the window does not adjoin any common property. However, in view of the potential safety implications and liability exposure of a shattered window facing onto a pedestrian way, the Committee determined that the window will be made good on a temporary basis. Vantage will write to the owner seeking complete rectification. **(Vantage)**

Actions Register

The report was noted.

Treasurer's Report

It was noted that annual levy statements were not initially accompanied by quarterly invoices containing payment options and references. This has now been rectified.

All outstanding debtors on hand at the AGM have been addressed.

The additional incorrect payment that was remitted to the previous gardening contractor will be recovered from either the contractor or Vantage.

Other business

2025 AGM Review: The Chair noted that the meeting went well, all resolutions were agreed and that the 28-day period has now passed.

Sinking Fund Plan: The new Sinking Fund Plan (which is required by law) will become effective in August 2026.

The Plan will be posted on the Vantage Command Centre site, with further detail being available to owners in the next three months. **(Vantage)**

Defects Report: Chase Builders have not provided a response concerning the rectification of the membrane deficiencies. Quotes will be sought from two independent contractors, to validate the finding from the 2019 report, with the desired solution being either rectification of the defect or acknowledgment from our insurer that there is no impact of the building's coverage.

Improvements to entry gates: The Chair will seek quotes for the replacement of all four entry gates, noting the problematic design and poor security outcomes of the current versions. **(JC)**

Building security: Possible compromises of the building's security were discussed. Potential access to the ground floor from the basement requiring fob swiping will be investigated; and owners and residents will be reminded of the requirement for leasing of car spaces to be approved (on the basis that a non-resident user of a car space should not have unfettered access to the entire building). **(Vantage)**

Basement signage: It was agreed that additional traffic-calming and anti-theft reminder signage will be placed in the basement. **(MS)**

Christmas drinks: Building drinks will be held on Thursday, 4 December. Signage will be arranged. **(MP)**

The meeting concluded at 7.45 pm.

Next Meeting

27 November 2026

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	27.11.25 @ 5.30 pm
Location:	Meeting Room, The Parade
Prepared By:	Martin Page

Members

Joe Cardone (JC)	Chair
Martin Page (MP)	Secretary
Bill Maher (BM)	Member (via phone)
David Foot (DF)	Member
Michael Salgueiro (MS)	Member (Apology)
Mark De Bortoli (MD)	Member

Decisions and actions

Items
<p><u>Welcome and Admin</u></p> <p>Attendance & Apologies</p> <ul style="list-style-type: none">As above <p>Previous Minutes</p> <ul style="list-style-type: none">Minutes of the 2 October 2025 meeting were confirmed. <p>Conflict of Interest</p> <ul style="list-style-type: none">Nil
<p>Chair's Report</p> <p>Mr Cardone welcomed Mark De Bortoli as the new treasurer.</p> <p><u>Ongoing building-membrane issue</u>: He advised that an organisation that is able to review the 2019 Wise Choice report on building defects has been identified, and that this fresh look at the findings will allow the EC to progress the insurance issues and to quantify the extent of liability of Siena's builder and developer. He is hoping for responses by the next meeting.</p> <p><u>Sinking Fund Plan</u>: He proposed that the EC write to all owners with the details, noting that the plan had been discussed at the AGM. (JC)</p> <p>Common Property Safety Report: The Strata Manager is to pursue this report. (Vantage)</p>

Contractor performance: It was noted that the recent window clean was considered less than professional by the building manager. Further, a number of residents had expressed their dissatisfaction with the results. The contractor has lost a building key. VS will seek quotes for remedial lock/key replacements, after confirming the exact nature of the lost key. **(Vantage)**

Maintenance: Shattered glass door in a Level 6 apartment has been replaced, on the basis of a 50:50 split between the owner and EC.

'Exploding' shower screen: No further action required.

Replacement of damaged glass in Ground Floor commercial space: We are seeking to establish the cause of the damage; interim repairs had been approved on a safety basis.

Basement clean: Scheduled for 1 December.

House Rules: It was noted that while laundry is permitted to be dried on balconies, draping of items over railings etc is not permitted. Residents are to be reminded of this. **(Vantage)**

Cleaning: It was agreed that the cleaning standard in the common areas could be improved. **(Vantage)**

Financial reports: Will in future be provided at the commencement of each month. **(Vantage)**

Actions Register

The report was noted.

Treasurer's Report

The overpayment to the previous gardener of \$567 needs to be recouped from either Vantage Strata or the previous gardener, noting that this was highlighted in previous minutes. **(Vantage)**

Continuing callouts for intercom rectification have highlighted the significance of associated costs, and options to review these arrangements will be pursued, commencing with a scrutiny of the current contract. **(Vantage)**

Mr Cardone will arrange to brief Mr De Bortoli on the details of financial arrangements with Vantage Strata. **(JC)**

Other business

C5 Forum: A neighbouring building has had its electricity designation changed from *commercial* to *residential*, resulting in reduced tariffs for electricity to common areas.

Vantage Command Centre: It was agreed that better use of this facility is possible. **(Vantage)**

Maintenance: The decking boards on Level 4 are in need of oiling or replacement.

Building Manager to seek quotes. **(Vantage)**

The meeting concluded at 7.25 pm.

Next Meeting

12 February 2026

Minutes

Subject:	UNITS PLAN NO. UP 4691 'SIENA' – EXECUTIVE COMMITTEE
Date:	19.02.26 @ 5.30 pm
Location:	Meeting Room, The Parade
Prepared By:	Martin Page

Members

Joe Cardone (JC)	Chair
Martin Page (MP)	Secretary
Bill Maher (BM)	Member
David Foot (DF)	Member
Michael Salgueiro (MS)	Member
Mark De Bortoli (MD)	Treasurer

Decisions and actions

Items
<u>Welcome and Admin</u>
Attendance & Apologies
<ul style="list-style-type: none">As above
Previous Minutes
<ul style="list-style-type: none">Minutes of the 27 Novemberr 2025 meeting were confirmed.
Conflict of Interest
<ul style="list-style-type: none">Nil
Chair's Report
<p><u>Commercial Unit policy</u>: The EC will look at codifying into the House Rules (rather than as an addendum) specific aspects relevant to the commercial owners/tenants. For example, respective obligations to make good windows that divide public space and units; impacts on the building's insurance.</p> <p><u>Entry gates</u>: A quote for the replacement of existing gates with improved models (from security and design standpoints) has been sought.</p> <p><u>Levy arrears</u>: VS will be asked to provide advance notice of reasons for late payment and any actions to recover outstanding levies. (Vantage)</p>

Actions Register

The report was noted.

Treasurer's Report (as at 31 January 2026)

Balances were: \$324,877 (Sinking Fund inclusive of term deposit); \$201,969 (Term deposit); \$41,145 (Admin Fund).

The provision of Year-To-Date and Monthly accounts will be sought. **(Vantage)**

The building's electricity account was running at \$1800/mth, but has dropped to \$1200/mth.

We are awaiting the outcome of the approach to ACTEWAGL concerning a possible move to a *residential* tariff, instead of a *commercial* one. **(Vantage)**

The insurance account is being paid over 10 instalments, not 12, which may distort financial reporting.

Generally, expenditures are tracking as forecast in the budget. That is, although some costs will be higher than budgeted, others will be lower – estimated total costs up to the end of the financial year likely to be broadly in line with budget.

Further work will be done - expenditures will be projected to the end of the financial year. **(MD)**

Three months of costs approximately equal \$90,000; therefore, the aim will be to hold this amount in the Admin fund.

Need to write to owners concerning the proposed Sinking Fund increase, as foreshadowed at the AGM. **(JC & MD)**

Other business

Balcony drainage: To write to owners to alert them to possible blockages of their balcony drainage points and offer remediation options. **(DF)**

Hot-water systems: Half of these systems are currently being replaced; the others will be replaced next financial year.

Building membrane: This waterproofing is the final building feature that is possibly not to standard, and results in a significant loading on the building's insurance premium.

Three consultants were approached to provide proposals to prepare a report on the state of the membrane. It was decided at the meeting that a report will be sought that can identify the level of rectification required and costs. Depending on the outcomes of this report it will be decided whether a further report/enquiry is needed to pursue the matter further. This initial report will determine the course of action to be taken in terms of rectification and in relation to the building's insurer.

The preferred consultant is Melbourne-based, noting that local consultants are reluctant to report against Canberra builders and developers. Approval will be conveyed and timeframe will be confirmed with the consultant. **(MD)**

Historical correspondence between the EC and the builder/developer **(JC)** and references in the minutes **(MP)** will be sourced, for use by the consultant.

Maintenance of Level 4 flooring: In order to decide whether the existing boards will be replaced (perhaps with a composite product) or re-oiled, appropriate quotes will be sought. **(Vantage)**

Items on common property: We will seek clarification on the type of personal items that can be stored in parking spaces. **(Vantage)**

Balcony doors: Discussion of costs associated with known defects resulted in continuation of existing policy of 50:50 between owner and EC.

Intercom failures: The relatively frequent loss of intercom service results in significant contractor call-out charges. Vantage to be engaged to determine scope for changes to the infrastructure and billing schedule. **(DF)**

The meeting concluded at 7.45 pm.

Next Meeting

8 April 2026

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:		\$	
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):		\$	
	Is any of the consideration not expressed as an amount in money?	<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.
- 18.3.2 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.

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

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.

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