actlawsociety

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		77	2839	1, 2 & 7	47 & 53	Kingston
		and known as 77/55 Dawes Street, Kingston				
Seller	Full name	Rebekka Mai Allen				
	ACN/ABN					
	Address	77/55 Dawes Street, Kingston, ACT 2604				
Seller Solicitor	Firm	McLaren Lawyers				
	Email	rachael@mclarenlawyers.com.au				
	Phone	02 6171 6272	Ref RM:S261896			
	DX/Address	1, 42 Geils Court, Deakin ACT 2600				
Stakeholder	Name	Hive Property (act) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	hello@hivecbr.com.au				
	Phone	02 61821802	Ref Eva Bono			
	DX/Address	PO Box 819, Dickson ACT 2602				
Restriction on Transfer	*Mark as applicable*	☒ Nil	☐ section 370	☐ section 280	☐ section 306	☐ section 351
Land Rent	*Mark one*	☒Non-Land Rent Lease	☐Land Rent Lease			
Occupancy	*Mark one*	☒Vacant possession	☐Subject to tenancy			
Breach of covenant or unit articles	Description *(Insert other breaches)*	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, 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?		☐ No	☒ Yes, using Nominated ELN:	PEXA		
Land Tax to be adjusted?		☐ No	☒ Yes			
Residential Withholding Tax		New residential premises?		☒ No	☐ Yes	
		Potential residential land?		☒ No	☐ Yes	
		Buyer required to make a withholding payment?		☒ No	☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax		Relevant Price more than $750,000.00?		☐ No	☐ Yes	
		Clearance Certificates attached for all the Sellers?		☐ No	☐ Yes	

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

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

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

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

Seller Disclosure Documents

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

☐ Crown lease of the Land (including variations)

☒ Current certified extract from the land titles register showing all registered interests affecting the Property

☒ Deposited Plan for the Land

☒ Energy Efficiency Rating Statement

☐ Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)

☐ If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations

☒ Lease Conveyancing Inquiry Documents for the Property

☐ Building Conveyancing Inquiry Document (except if:
- the Property is a Class A Unit
- the residence on the Property has not previously been occupied or sold as a dwelling; or
- this Contract is an "off-the-plan purchase")

☐ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).

☐ Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).

☐ Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

☐ Proposed plan

☐ Inclusions list

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

☐ Inclusions list

☐ Disclosure Statement

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

☒ Units Plan concerning the Property

☒ Current certified extract from the land titles register showing all registered interests affecting the Common Property

☒ Unit Title Certificate

☒ Registered variations to rules of the Owners Corporation

☐ (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time

☐ (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

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

☐ Section 67 Statement, as first or top sheet

☐ Community Title Master Plan

☐ Community Title Management Statement

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

☐ Proposed Community Title Master Plan or sketch plan

☐ Proposed Community Title Management Statement

GST

☒ Not applicable

☐ Input taxed supply of residential premises

☐ Taxable supply (including new residential premises)

☐ GST-free supply of going concern

☐ Margin scheme applies

Tenancy

☐ Tenancy Agreement

☐ No written Tenancy Agreement exists

Invoices

☐ Building and Compliance Inspection Report

☐ Pest Inspection Report

Asbestos

☒ Asbestos Advice

☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	$550.00 (GST inclusive)

Tenancy Summary

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

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

Name	Grady Strata	Phone	
Address			

1. **Conditions of Sale by Auction**

The Auctioneer may make 1 bid for the Seller of the property at any time during the Auction.

Each person bidding must be entered on the bidders record.

The Auctioneer may refuse any bid.

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

The Auctioneer may withdraw the property from sale at any time.

The Auctioneer may refer a bid to the Seller at any time before the end of the auction.

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

If there is a dispute about a bid, the Auctioneer is the sole arbiter and the Auctioneers decision is final.

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

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

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

The buyer must sign the Contract and pay the deposit immediately after the fall of the hammer.

2. **Buyer Acknowledgements**

   The Buyer acknowledges that he/she has in entering into this Contract not relied upon any statement, representation, warranty or condition made or given by the Seller or anyone on his/her behalf in respect of the subject matter of this Contract other than those that are expressly herein contained.

   The Buyer further acknowledges that he/she accepts the land together with all improvements thereon and all fixtures and furnishings and all other things as are included in this Contract in its present condition and state or repair and the Buyer shall not make any requisition, objection or claim for compensation in respect of any such matters and the Seller shall not be required to carry out or effect any repairs or renovations which after the date hereof may be ordered by the ACT Administration or any Department officer or authority thereof.

3. **Buyer Warranty**

   a. The Buyer warrants that he was not introduced to either the Seller or to the property by any Real Estate Agent other than the Sellers agent as listed on the front page of this Contract; and

   b. Agrees to indemnify and keep indemnified the Seller's against any and all claims for commission, costs, damages and awards resulting from a breach of the warranty at (a).

This clause shall not merge on completion.

4. **Keys**

   The Seller shall supply all keys in the Seller's possession or control to the subject property to the Buyer on Settlement. The Buyer shall not make any objection, requisition or claim for compensation whatsoever in relation to any keys to any improvements upon the property.

5. **Asbestos**

   a. Buildings constructed in the ACT before 1985 generally contain asbestos products and those constructed after 1985 may also contain such products.

   b. The Seller warrants that all relevant information available to the Seller concerning asbestos in or upon the property has been made available to all or any of the proper authorities and to all those who have reported upon the property for the purposes of this Contract.

   c. The buyer acknowledges having been referred to the website www.asbestos.act.gov.au and will make and rely upon their own enquiries about the possibilities and consequences of asbestos in or upon the Property.

6. **Death or Bankruptcy**

   Without in any manner negating, limiting or restricting any rights or remedies which would otherwise be available at law or in equity apart from this Special Condition, it is agreed that if either party (and if more than one either one of them) prior to Completion:

   a. dies or becomes mentally ill; or.

   b. being a Company, resolve to go into liquidation or has a petition for winding up presented against it or enters into any scheme of arrangements with its creditors under the Corporations Act 2001, or if any liquidator, receiver or administrator is appointed,

then either party may rescind this Contract by notice in writing forwarded to the other party, in which case this Contract is at an end and Clause 21 applies.

7. Water Meter Reading

If the Buyer or their Solicitor fails to provide the Seller's Solicitor with an Icon Special Reading Certificate for the property ("Water Reading") more than three (3) Business Days prior to the Date of Completion then no adjustment will be made on Completion for any amount shown on the Water Reading and, notwithstanding Clause 8.4, the Buyer will not be entitled to retain any amount from the Price to pay or adjust any amount shown in the Water Reading.

8. Adjustments

If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the parties agree that the adjustment of all Land Charges, excluding Income, under clause 8.1.1 of the printed terms be adjusted from the Date for Completion rather than the actual date of completion.

9. Payment of Deposit Bond or DEFT Auction Pay

9.1 In this Contract, the word "Bond" means either

(a) (i) the original Deposit Power Guarantee issued to the Seller (in the Bond called the Vendor) at the request of the Buyer (in the Bond called the Purchaser) in the form annexed hereto; or
(ii) a bank guarantee issued by a bank operating in Australia and in and to the effect of the form annexed hereto.

(b) Subject to paragraphs (c) and (d) below, the delivery of the copy of the Bond, on or before the date of this Contract, followed by the delivery of the original bond within 3 clear working days of the date hereof to the Stakeholder or to the Seller's Solicitors shall, to the extent of the amount guaranteed under the Bond be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.

(c) The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this agreement, or at such other time as may be provided for, the deposit to be accounted for to the Seller.

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

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

(f) If the Contract is not completed before the expiration of the term of the Bond, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Bond in replacement of the Bond. The obligation of the Buyer to produce the replacement Bond and the time for production of the replacement Bond shall be of the essence of this Contract and clause 2.4 shall apply as if the Buyer had failed to pay the deposit.

(g) If the Bond provider is placed under external administration of any nature before the completion date, the Buyer must, within 24 hours, secure the Deposit referred to in Schedule Item 8(2) to the Seller by either:

(i) Providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or

(ii) Payment of the Deposit in accordance with Clause 2.1.

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

9.2 Clause 52 of the Contract is amended as follows;
9.2.1 Insert the words ‘or by DEFT Auction Pay’ after the words ‘by cheque’ in Clause 52.3.1
9.2.2 Insert the word ‘or’ after ‘on first presentation’ in clause 52.5.2
9.2.3 Insert new clause 53.5.3 as follows;
“52.5.3 paid by DEFT Auction Pay but the First Instalment of the Deposit is not received d cleared funds into the trust account of the Stakeholder by 5.00pm on third business day following the date of this Contract’

9.3 If the first instalment of the Deposit is paid by DEFT Auction Pay and at any time;
9.3.1 Prior to Completion, there is any reversal of any amount paid by this method such that it effectively becomes unpaid then the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer and Clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause, then this Contract pursuant to this clause or waives the benefit of this clause in writing;
9.3.2 following Completion and prior to the Stakeholder releasing the First Instalment of the Deposit to the Seller (or as the Seller directs), then the amount of the First Instalment of the debt immediately due and owing by the Buyer to the Seller together with interest at 15% per annum with interest to be calculated from and including the date of the Completion to and including the date upon which the amount equivalent to the First Instalment of the Deposit (together with all interest owing thereon) is paid to the Seller by way of a bank cheque.

10. Execution

a) The parties’ agree and consent to the exchange of Contract using:
(i) Original wet signature; or
(ii) Copy of wet signature; or
(iii) Electronic signature; or
(iv) DocuSign (where no witness is required).

b) Binding Agreement
The parties' warrant that signing the Contract as per this Special Condition is sufficient evidence of:
(i) The parties' intention to enter into and be bound by the Contract;
(ii) The parties' consent to conducting this Contract electronically; and
(iii) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

c) No Objection
The Buyer must not raise any objection, requisition, claim for compensation or damages, delay Completion or rescind or terminate this Contract in respect of any matter under this Special Condition.

11. Inconsistencies

If any inconsistencies arise between these Special and the Printed terms, the provisions of these Special Conditions prevail.

Shutdown Period Conditions

1. Shutdown Period

1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause has the meaning given to it in this clause 1.1

Isolate means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital, and isolation has a corresponding meaning.

Pandemic means the COVID 19 (or variant of it) pandemic as declared by WHO

WHO means the World Health Organisation

1.2 Shutdown Period

In this clause 1 Shutdown Period means any day:

1.2.1 when any of the following is closed;

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 the Sellers solicitor;

e) the place of business of the Buyers solicitor;

f) the ACT Land Titles Office;

g) the ACT Revenue Office; or

h) in accordance with any direction by a Government Department or Authority or company policy; or

1.2.2 when the Buyer or the Seller is not able to attend to any of the places of business listed in clause 1.2.1 due to being isolated,

In response to a Pandemic or other National health emergency, and where that closure or isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or isolation.

2. Notice of Closure

2.1 Either party to this Contract may invoke this clause 1 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or isolation) giving rise to the Shutdown Period

2.2 Either party may notify the other party of the end of the Shutdown Period

2.3 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

3. Completion Extended

In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3rd business Day after the date of notification of the end of the Shutdown Period.

4. Extension of Notice to Complete

In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the 3rd business day after the Date of notification of the end of the Shutdown Period.

5. Extension of other Notice

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 on the first business day after the date of notification of the end of the Shutdown Period.

6. Payment of Damages

If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

ACT Government

Product	Title Details
Date/Time	01/04/2026 10:27PM
Customer Reference	S261896 Allen
Order ID	20260401001827
Cost	$35.00

Volume 1741 **Folio** 37 **Edition** 5

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 53 Block 1 on Deposited Plan 10148 with 173 units on Unit Plan 2839

Unit 77 (Class A) entitlement 68 of 10000, 4 subsidiaries

Kingston Section 53 Block 2 on Deposited Plan 10148 with 173 units on Unit Plan 2839

Unit 77 (Class A) entitlement 68 of 10000, 4 subsidiaries

Kingston Section 47 Block 7 on Deposited Plan 9976 with 173 units on Unit Plan 2839

Unit 77 (Class A) entitlement 68 of 10000, 4 subsidiaries

Lease commenced on 03/08/2005, terminating on 12/03/2102

Proprietor

REBEKKA MAI ALLEN

77/55 DAWES ST, KINGSTON ACT 2604

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
31/01/2025	3362959	Mortgage to COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202342528	Development Application	12/02/2024	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	12/09/2024

Description
PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR NEW SIGNAGE - Proposal for new illuminated sign at front awning and 7 window signs on commercial tenancy and associated works.

This data (excluding administrative interests) is certified correct by the Registrar-General at 22:30:16 on 01/04/2026

Unregistered dealings have not been formally recorded in the register.

front awning and 7 window signs on commercial tenancy and associated works.

This data (excluding administrative interests) is certified correct by the Registrar-General at 22:30:16 on 01/04/2026

Unregistered dealings have not been formally recorded in the register.

Product	Title Details
Date/Time	20/04/2026 01:24PM
Customer Reference	S261896 Allen
Order ID	20260420001195
Cost	$35.00

Volume 1740 **Folio** 60 **Edition** 4

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 53 Block 1 on Deposited Plan 10148 with 173 units on Unit Plan 2839

Kingston Section 53 Block 2 on Deposited Plan 10148 with 173 units on Unit Plan 2839

Kingston Section 47 Block 7 on Deposited Plan 9976 with 173 units on Unit Plan 2839

Lease commenced on 03/08/2005, terminating on 12/03/2102

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 2839

C/-Grady Strata and Facilites, PO Box 3197 Manuka ACT 2603

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
14/12/2005	1452216	Application to Note Special Resolution - Refer Instrument
20/02/2009	1617430	Application to Note Special Resolution - Refer Instrument
27/05/2010	1687201	Application to Note Special Resolution - Refer Instrument
12/01/2011	1722006	Application to Note Special Resolution - Refer Instrument
04/01/2013	1837467	Application to Note Special Resolution - Refer Instrument
24/01/2014	1901475	Application to Note Special Resolution - Refer Instrument
15/01/2015	1952406	Application to Note Special Resolution - Refer Instrument
10/02/2016	2011923	Application to Note Special Resolution
22/11/2016	2055688	Miscellaneous Application - Site Audit Statement and Site Management Plan - Refer Instrument
16/03/2017	2079091	Application to Note Special Resolution
15/02/2018	2133552	Application to Note Special Resolution
26/07/2022	3177194	Application to Note Special Resolution
09/08/2022	3180715	Application to Note Special Resolution
11/01/2023	3216826	Application to Note Special Resolution
01/02/2023	3223305	Application to Note Special Resolution

This data (excluding administrative interests) is certified correct by the Registrar-General at 13:25:23 on 20/04/2026

Unregistered dealings have not been formally recorded in the register.

Registered Date	Dealing Number	Description
30/01/2024	3294777	Application to Note Special Resolution - Refer Instrument
22/03/2024	3303370	Application to Note Special Resolution - Refer Instrument
05/08/2024	3330317	Application to Note Special Resolution - Refer Instrument
09/02/2026	3435826	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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This data (excluding administrative interests) is certified correct by the Registrar-General at 13:25:23 on 20/04/2026
Unregistered dealings have not been formally recorded in the register.

ACT GOVERNMENT
Land Titles Act 1925
Registrar-General's Office

SR$1452216 13/12/2005 14:34:25
1452216

SR
Form 094

SPECIAL RESOLUTION

Lodging Party Pl: 6209151S
INDEPENDENT BODY CORPORATE
Box Number

PRIVACY COLLECTION STATEMENT *(PRIVACY ACT 1988 (C'WLTH))* OVERLEAF

An application to amend the articles of the Owners Corporation for the following unit plan

1. LAND

Vol:Fol	District/Division	Section	Block
1740 : 60	KINGSTON	47+53	7 1+2

2. UNITS PLAN NUMBER

2839

3. DETAILS OF AMENDMENT

AMENDMENT TO ARTICLES AND SPECIAL RESOLUTIONS

4. SUPPORTING DOCUMENTATION

☑ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution / Motion

5. DATE

12TH DECEMBER 2005

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by
Affixed in the presence of

THE OWNERS-UNITS PLAN No: 2839 Common Seal

By being signed by:

Signature	Signature
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) MARY MOND
Address 38 LONGSTAFF VILLAGE SYMONSTON	Address 3 GIBLIN STREET DOWNER
Office Held BODY CORPORATE MANAGER	Office Held BODY CORPORATE MANAGER

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	
Examined by		Certificate of Title Lodged	
Registered by		Registration Date	14 DEC 2005

Approved form AF 2004 – approved by Michael Ockwell, Registrar-General on 22 September 2004 under s140 *Land Titles Act 1925* (approved forms)

MINUTES OF A FIRST ANNUAL GENERAL MEETING
UNIT PLAN 2839 – VIRIDIAN – KINGSTON

Date: Wednesday the 23rd November 2005.
Time: 5.30pm
Venue: Eastlakes Football Club – Oxley Street , Kingston

Present:
P Swinbank, G Kinsella, P Walker, A Godeck, K Snell, P Finey, S Bolton, B Dreghorn, C & R Borough, M Macfarlane, Mr & Mrs P Malcolm, C Chartres, J Robinson, Ting-Mei-Tsai, R & H Donaldson, L Vanderwyk, G & K Spackman, S Koh, C Lim & M Weaver, S Schmidt, K Hilhorst, M Lovell, J Harmer, R McDonald, S Moulding and J Domazet representing Kaydot Pty Limited, F McDonald, J Erskine, M Upton.
With L Henderson (representing Independent Body Body Corporate)

Proxies as Tabled:
Trustee for Hempshire Pty Limited appointed M Lovell, K Lance appointed A Godeck, R Nichols appointed P Swinbank, K Snell appointed M Lovell, SMA Vic Pty Ltd appointed M Lovell, Portway Pty Ltd appointed M Lovell.
C Lees & T McGregor, L Thomas & S Sibraa,K & K Sheppard, C & L Jurkiewicz, P Blowes, R & L Beresford, J Buckingham and Arkad Pty Ltd appointed the chairman.

Appointment of Chairman: J Erskine was appointed to chair the meeting.

Quorum:
A quorum was attained and the meeting proceeded.

Minutes of the Inaugural Meeting and Extraordinary Meeting.

The minutes of the inaugural meeting of the 3rd August 2005 and the extraordinary meeting of the 12th August 2005 were tabled and accepted as read.

Matters arising from these minutes.

There were no matters arising.

Financial Reports.

The financial statements were distributed. Some inaccuracies were noted and corrected by the owners.

The revised financial reports covering the period the 3rd August 2005 to 31st October 2005 were tabled and presented in a GST exclusive format which is deemed normal accounting practice and clarified by G Kinsella owner.

MOTION: That the financial statements be accepted as presented.

Moved R McDonald. Seconded S Bolton
For 24 Against 3 **CARRIED.**

Buildings Insurance.

MOTION: That the buildings insurance cover should be increased from $ 48,000,000-00 to $ 55,000,000-00.- **Motion lapsed**

The matter of building insurance cover was discussed and in consideration of comments from the floor the following revised was motion was put to the meeting

MOTION: That the current building insurance cover of $ 48,000-00 is applied for the time being and that in consultation with an Insurance Broker the committee is to consider future insurance building requirements. It is to be noted that the 2005 -2006 budget has made adequate allowances for extra premium increases.

Moved J Harmer Seconded M Macfarlane
For Unanimous **CARRIED.**

Budget Debate.

MOTION: Special Resolution. That the proposed Administration Fund budget of $370,000-00 and Sinking Fund of $ 50,000-00 (GST inclusive) be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing on 1st November 2005, and to be contributed in accordance with the unit entitlements in quarterly instalments commencing the 1st January 2006, followed by 1st April, 1st July, and 1st October.

Moved M Upton. Seconded C Borough
For 21 Against 4 Abstain 2 **CARRIED.**

Appointment of Managing Agent.

MOTION : That Independent Body Corporate be appointed managing agents until the next annual general meeting.

Moved P Malcolm Seconded R Borough
For Unanimous **CARRIED**

Articles Changes.

MOTION Special Resolution. -Part A That Article 4(1) of the 2001 unit title act changed to read as follows:

> *For units with only a residential use allowed, a Unit owner may erect or alter any structure in or on the unit or the common property only in accordance with the express permission of the executive committee and in accordance with established guidelines as approved by the owners corporation.*

Moved K Snell Seconded J Harmer
For 24 Against 1 Abstain 2 **CARRIED.**

MOTION Special Resolution- ***Part B*** That Article 4(1) of the 2001 unit title act is to include the following as being:

> *For units allowed a non-residential use, no consent is required for the erection or alteration of any fit out within the unit, provided such erection or alteration is in accordance with any law enforced in the Territory applicable in the circumstances. However, if the erection or alteration affects the structure of the common property, the express permission of the executive committee is required.*
> *To further resolve that this Article 4(1) could only be changed in future by way of an unopposed resolution.*

Moved J Domazet Seconded M Lovell
For 24 against 1 Abstain 2 **CARRIED.**

Commercial Units Fit Outs.

MOTION: **Ordinary Resolution.** That the Owners Corporation resolve as an ordinary resolution that the erection of the fit out to Units 1,2,8,9,14,15,20 & 27 in or substantially in accordance with plans tabled at the meeting be approved. - **Motion Withdrawn**

Location of Air Conditioning Plant.

MOTION : Unopposed Resolution.

> That the Owners Corporation resolve as an unopposed resolution to grant to each unit owner whose air conditioning plant has been designed to not be installed in that unit or any of the unit's unit subsidiaries, a special privilege to keep, install and /or maintain the unit owners air conditioning plant and equipment for servicing their units on common property, in or approximately in the location indicated on the basement and roof plans tabled at the meeting, with connecting pipes, etc between that plant and the units, and ancillary rights to access and repair, maintain and replace the air conditioning plant and equipment, as reasonably necessary, at each respective unit owners expense.
> To further resolve that once passed this resolution can only be changed by way of an unopposed resolution.

Moved J Domazet Seconded M Macfarlane
For: Unanimous **CARRIED.**

Commercial Units Signage.

MOTION. Special Resolution: That the Owners Corporation resolve as a special resolution that Articles of the Owners Corporation be changed so that written consent of executive committee, instead of an unopposed resolution, is required for the approval of the erection or alteration of any signage by an owner of a unit with a non-residential use allowed, on the exterior of that unit owner's unit. The executive committee must consent where the signage is in accordance with the master signage plan passed at the extraordinary general meeting of 12 August 2005.

Moved M Lovell Seconded C Borough
For 24 Against 1 Abstain 2 **CARRIED.**

Approval of signage for Units 1, 2, 8, 9, 14, 15, 20 & 27.

MOTION Ordinary Resolution. That the Owners Corporation resolve as an ordinary resolution that:

1. The signage already installed for Unit 1 is consistent with the signage master plan and is formally approved;

2. The signage for Units 2,8,9,14 & 15 as tabled at the meeting is consistent with the signage master plan and is formally approved: and

3. The signage for Units 20 & 27 as tabled at the meeting is consistent with the signage master plan and is formally approved.

Moved J Domazet Seconded C Lim
For: For 26 Abstain 1 **CARRIED.**

Clarification of approved Signage Master Plan.

MOTION Special Privilege: That the intention of the Owners Corporation in the extra ordinary general meeting in relation to the Signage Master Plan and the approval of "Acumen – Signage Proposal #3" was to grant a special privilege to the owner of Unit 14 for the major signage to the commercial frontage along Wentworth Avenue, whether in the name of "Acumen" or otherwise. To avoid ambiguity, the Owners Corporation resolves to expressly grant this special privilege to the owner of Unit 14, and further resolved that once passed, this resolution can only be changed by unopposed resolution.

Moved J Domazet Seconded M Lovell
For: Unanimous **CARRIED.**

Election of Executive Committee for 2005/2006

The managing agent explained the role of a executive committee and sought nominations from the owners present:

The following owners were nominated to form the Executive Committee for the 2005/2006 financial year.

J Domazet representing Kaydot Pty Limited
A Godeck Unit 23
Margaret Lovell representing Scientific Management Associates Pty Ltd
M McFarlane Unit 82
R Donaldson Unit 112
J Erskine Unit 38
C Borough Unit 79

Pet Policy

This issues was opened up for discussion and it was agreed that taking into consideration comments from owners present, the incumbent committee should formulate guidelines within the articles as detailed in Articles Change 9(1)

MOTION Special Resolution: That Article 9(1) of the 2001 unit title act is changed to read as follows:

A unit owner must not keep or permit to be kept any animal or bird within the unit or on the common property without the express permission of the executive committee.

Moved M Upton Seconded M Macfarlane .
For: Unanimous **CARRIED.**

Pay Television /Foxtel Installation.

The owners present unanimously agreed that any owner seeking to install Pay Television Services, should undertake to obtain from the provider all likely structural implications and submit these to the executive committee for consideration.

General Business

The managing agent held a list of matters referred by owners to the body corporate which were to be referred to the executive Committee.

These matters included: Cleaning contract, Gardening Contract, Security Access Arrangements i.e. cards and remotes, Panelling on balconies, structural changes, water ingress etc.

A meeting of the Executive Committee will be held as soon as possible given the availability of committee members.

Meeting closed at 8.40pm

ACT GOVERNMENT
Land Titles Act 1925
Land Titles (Unit Titles) Act 1970
Unit Titles Act 2001
Registrar-General's Office

SR$1617430 17/02/2009 15:07:48 MCPHA
1617430

SR
Form 094

SPECIAL RESOLUTION

Lodging Party
Link
LTO Box Number or Address
Corporate Services

PRIVACY COLLECTION STATEMENT *(PRIVACY ACT 1988 (C'WLTH))* OVERLEAF

An application to amend the articles of the Owners Corporation for the following unit plan

1. LAND

Vol:Fol	Edition	District/Division	Section	Block
1740:60	2	Kingston	47 S3	7 land 2

2. UNITS PLAN NUMBER

2839

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

Motion 4, AGM 27 November 2008

4. SUPPORTING DOCUMENTATION

☑ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution / Motion

5. DATE

3 February 2009

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

THE OWNERS-UNITS PLAN No: 2839 Common Seal

Common Seal affixed in the presence of:

Signature	Signature
Bethany Hooper Full Name (Block Letters)	Full Name (Block Letters)
PO Box 154, Curtin ACT 2605 Address	Address
Link Corporate Services Office Held	Office Held

7. LAND TITLE OFFICE USE ONLY

Examined by		Annexures	Minutes/Resolution/Motion
Data Entered by			
Registered by		Registration Date	20 FEB 2009

Approved form AF 2006 – 444 approved by Danielle Krajina, Registrar-General on 18 August 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2005 - 197

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

NOTICE OF REDUCED QUORUM DECISIONS— UNIT TITLES ACT 2001

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 2839

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 27 November 2008

Tick applicable box, or both boxes if applicable:

☑ **Regularly convened**
The general meeting was regularly convened (not following any adjournment under UTA s 99 (3) or (6) (a)).

☐ **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTA s 99 (3) or (6) (a)).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision

A4 Owners corporation declaration

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

8 December 2008.....[*insert date of affixing of seal*]

THE OWNERS-UNITS PLAN No. 2839 Common Seal *

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

† In this notice, ***UTA*** means the *Unit Titles Act 2001*.

MINUTES OF THE ANNUAL GENERAL MEETING
UNITS PLAN No. 2839

Held on Thursday 27 November 2008 at 6:00 pm.
At the Manuka Room, Eastlake Football Club,
3 Oxley Street, Griffith ACT

1. Election of Chairperson, Apologies and Proxies.

The meeting opened at 6.00 pm and Mr Chris Borough was elected as Chairperson and requested those in attendance to sign the attendance register.

Present:

Mr C Borough (Chair)
Mr P Pistoor
Ms J Erskine
Mr G Spackman
Mr C Murray
Ms J C Y Ip
Mr N Guseli
Ms MM Maroney
Ms JL Grey
Mr WJ Curry
Mrs M Snell
Mrs R Borough
Mr A Godeck
Mr M Upton
Mr AG Johnston
Ms K Page
Mr P Ragg
Mr T George
Ms D Warren-Smith
Mr ST McLachlan
Mr RM Goldberg

In Attendance: Mr A Johnston Mrs L Dunn

Apologies: U70 and U74

Proxies

Mr Keith Snell U028, 030, 136, 137, 138, 163, 168,169, appointed M Snell
Scientific Mgt Assoc U170, 171, appointed M Snell
Portway Pty Ltd U172, 173, appointed M Snell
Mr R and Mrs L Beresford U87 appointed Chairperson
Arkad Pty Ltd U101 appointed Chairperson
Mr R and Mrs K Hilhorst U134 appointed Chairperson
Mr R Blowes U149 appointed Chairperson
Mr B Harmer and Mr J Harmer U150 appointed Chairperson
Mr S and Mrs A Hend U151 appointed Chairperson
Mr P and Mrs M Bruniges appointed Chairperson

Voting Rights: Lots in arrears with levy payments are not eligible to vote unless all fees are paid prior to the meeting. Eleven owners were in arrears.

It was noted that a quorum was not present and the meeting would proceed with a reduced quorum as per the Unit Titles Act 2001 (Section 99)

1. **Minutes:**

   Minutes of the Previous Annual General Meeting shall be taken as read.

   Motion 1: That the minutes of the previous Annual General Meeting be adopted.

   Motion carried

   Matters arising from the minutes. – Nil

2. **Financial Report:**

   Motion 2: That the financial statements be accepted as presented.

   Motion carried

3. **Budget:**

Motion 3: That the proposed budget be accepted as presented.

Motion carried

4. **Election of Committee for 2008-09**

Vote of thanks was extended to Judith Erskine for her commitment as an executive committee member since the inaugural meeting in 2005 of UP No. 2839. A round of applause was extended to Judith Erskine.

A vote of thanks was also extended to Zoe Nadimi who made an outstanding contribution over the past year particularly in the legal area.

The Chairman thanked all the committee and noted his appreciation to the outgoing committee on the level of skill brought to the committee by its members.

The following were elected to the Committee

Mr G Spackman	Mr C Borough
Ms J Grey	Mr K Snell
Ms D Warren-Smith	Mr W Curry
Mr P Pistoor	

5. **Change to Articles:** (Special Resolution)

Motion 4.

That Schedule 1 of the Unit Titles Regulations 2001be amended as presented.

Motion carried

6. **Other Business:**

Issues are for discussion only and a recommendation for the new committee.

- Recommendation to the incoming committee that the Hot Water System problem be taken to ACTPLA without delay; The hot water system installed was not the system that was designed for the building but approved by ACTPLA;

- Solar hot water heating was discussed with consideration of future cost saving potential;

- Additional bike racks for the basement carpark was discussed. It was noted that this could be possible and to be considered by the incoming committee. Abandoned bikes and goods are a problem and the use of red stickers for identification purposes has been put in place in the past. If the sticker remains on the goods for a considerable time then the item is disposed of. This clears unwanted goods and bikes from the carpark and frees up space.

- Traffic speed on Printers Way is causing concern to residents. A general petition may be useful. Speed humps were considered too noisy. Problem to be brought to the attention of the incoming committee. Suggestion that Stop Signs be turned around on Dawes St and Giles Street to make Printers Way the terminating road.

There being no further business the meeting closed at 7.15pm.

Articles – Unit Plan 2839 Viridian
Dated November 2008

INTRODUCTION

Over time up to 4000 people will choose to make Kingston Foreshore their home or work place, while many thousands will enjoy its recreational and social opportunities, its cultural and heritage precincts and its waterfront parklands and harbourside cafes, restaurants, specialty and festive retail. Viridian is an integral part of the Kingston Foreshore Development and the people who live and work at Viridian can make a positive contribution to its development.

The principle underlying these Articles is to provide an attractive and safe environment for both residents and commercial businesses operating within the complex. They provide guidelines for the general well-being, convenience, comfort and privacy of residents (and their guests) and businesses (and their clients).

These articles are based on the default articles as laid down in Schedule 1 of the Unit Titles Regulations 2001. These Articles apply to all owners and residents. Where owners lease their units, these Articles shall be included as an integral part of any lease or other letting arrangements between an owner/agent and tenant.

1 Definitions etc

(1) In these articles:

executive committee representative means a person authorised in writing by the executive committee under article 11 (4).

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

(2) A word or expression in the *Unit Titles Act 2001* and the *Unit Titles Regulations 2001* has the same meaning in these articles.

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

(1)(a) For units with only a residential use allowed, a unit owner may erect or alter any structure in or on the unit or the common property only in accordance with the express permission of the executive committee and in accordance with established guidelines as approved by the owners corporation.

(b) For units allowed a non-residential use, no consent is required for the erection or alteration of any fit out within the unit, provided such erection or alteration is in accordance with any law enforced in the Territory applicable in the circumstances. However, if the erection or alteration affects the structure of the common property, the express permission of the executive committee is required.

Article 4(1) can only be changed in future by way of an unopposed resolution of the Owners Corporation.

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This is especially relevant between 10 pm and 8 am.

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

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

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

9 Animals and birds

(1) A unit owner must not keep, or permit to be kept, any animal or bird within the unit or on the common property.

(2) This article does not apply to the keeping of an animal or bird if the executive committee has given the person keeping the animal written permission to do so.

(3) Permission may be given subject to stated conditions. Owners seeking permission should first contact the Executive Committee and the application will then be forwarded to adjoining Unit owners for comment.

(4) Should the animal cause nuisance to others, a complaint may be made to the Executive Committee for consideration and permission may be revoked.

(5) Feeding of wild birds has the potential to attract an array of species including potential pests such as sparrows, Indian mynahs and pigeons. Residents are not permitted to feed wild birds on balconies, in courtyards or on common property.

10 Illegal use of unit

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

11 What may an executive committee representative do?

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

(a) if the committee has reasonable grounds for suspecting that there is a breach of the Unit Titles Act 2001 or the articles in relation to a unit - inspect the unit to investigate the breach;

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

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

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subarticle (1) unless—

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

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

(4) The executive committee may give a written authority to a person to represent the corporation under this article.

12 Smoking

Smoking has become an increasing nuisance for residents. It is unacceptable for cigarette butts to be disposed of by throwing onto neighbouring balconies or common paths and gardens. Smoking of any substance (e.g. tobacco, cannabis) affects the amenity and health of others; Articles 6 and 7 may be applicable in some circumstances.

Smoking is prohibited on enclosed common property managed by the Owners Corporation (e.g. underground carpark, stairwells, lifts and outside grounds and garden areas).

13 Vehicles and Parking

Vehicles must not stand for an excessive period in front of the garage sliding doors. Drivers are to take extra care on approaches to and within the car parks.

All vehicles should be parked in the car space(s) allocated to the respective Unit.

14 Garbage/Recycling

Separate garbage and recycling bins are provided adjacent to the carparks as well as adjacent to the commercial area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling.

Bulky items that can be recycled (such as removalist cartons or packaging around furniture) should be disposed of at the appropriate recycling station. The closest stations are at Mugga Lane and Phillip.

Other household items (such as bedding, furniture, computers, refrigerators, ovens etc) and trade wastes (such as tiles, timber, plasterboard etc) need to be disposed of at an appropriate waste disposal station.

Care needs to be taken to avoid contamination of the recycling materials with garbage and other wastes. Details of the materials that are suitable for recycling are displayed on the recycling bins.

Failure to comply with these rules on the handling of garbage and recycling may cause inconvenience to others and the need to organise additional collections at cost to all. The co-operation of all residents and workers is essential.

15 Appearance

Drying clothes reduces both the use of fossil fuels and the production of green house gases but can also be unsightly. To achieve a balance, the Rules permit the drying of clothes on balconies and courtyards on small portable clothes racks. The use of fixed clothes lines or temporary ropes is not permitted.

The visual amenity of the Viridian is reduced by inappropriate placement of items on balconies and courtyards. The use of indoor furniture such as lounges is not permitted. Spa baths are not permitted without specific approval from the Owners' Corporation. Hammocks may not be hung from metal framework. Items such as rugs, mats, blankets and clothing should not be draped over balcony railings or courtyard walls.

Planter boxes and pot plants must be kept within the boundary of the Unit.

16 Damage

Residents are responsible for any damage to common property or the property of other units caused by themselves, their guests or trades people and service personnel engaged by them either directly or indirectly.

17 Security

Security is provided through:

(1) keyed entry that provides access to external security doors

(2) separate keyed entry that provides access to stairwells and individual units

(3) cards (where lifts are provided) to access the security doors and lift to the relevant floor

(4) garage remote controllers to allow access to secure underground car parks

Lost cards and remotes should be reported to the Owners Corporation Manager. Additional or replacement cards and remotes may be obtained at the cost of the owner under certain circumstances and all requests should be directed to the Owners Corporation Manager.

Entry doors to the residential component of the complex are to be kept locked at all times and fire doors must not be propped open or interfered with in any way.

18 General

In order to maintain the amenity of the area residents and visitors are asked to avoid littering (including cigarette butts) within the complex and onto other residents property.

The Owners Corporation cannot accept responsibility for any personal property removed, damaged or stolen from common property areas.

Items that are not the property of the Owners Corporation should not be stored or left on common property without written permission from the Executive Committee.

Requests for a review of these rules may be submitted to the manager of the Owners Corporation.

19 Owners Corporation Manager

The Owners Corporation is currently managed by Link Corporate Services.

Phone: 6260 3722

Email: admin@linkservices.com.au

20 Seal of Owners Corporation

For the attaching of the seal of the Owners Corporation to a document to be effective -

(a) the seal must be attached by decision of the executive committee; and

Note Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see *Unit Titles Act 2001*, s 88).

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

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

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

SR$1687201 19/05/2010 15:56:12 HENK...
1687201
DEPARTMENT OF JUSTICE & COMMUNITY SAFETY

SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
LINK CORPORATE SERVICES P/L	PO BOX 154 CURTIN ACT 2605	~~6279~~ 62603722

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
1740:60	KINGSTON	47 53	7 1 & 2

UNITS PLAN NUMBER
2839

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

SCHEDULE 1 OF UNIT TITLES (2001) ACT - CHANGE TO ARTICLES

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	*COMMON SEAL OF OWNERS CORPORATION* (Seal must be affixed)
☑ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS-UNITS PLAN NO. 2839 Common Seal

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

Signature Maree Johnston	Signature Gillian Walsh
Full Name (Block Letters) MAREE JOHNSTON	Full Name (Block Letters) GILLIAN WALSH
Address 14 NAPIER CL. DEAKIN 2600	Address 14 NAPIER CL. DEAKIN 2600
Office Held FINANCE MANAGER	Office Held STRATA MANAGER

OFFICE USE ONLY

Lodged by		Annexures/Attachments ✓	Minutes/Resolution/Motion ✓
Data entered by			
Registered by		Registration Date	27 MAY 2010

Approved form AF 2010 – 61 approved by Brett Phillips, Registrar-General on 23/02/2010 under Section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2006-444
Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

ANNEXURE to SPECIAL RESOLUTION BY OWNERS CORPORATION, THE OWNERS OF UNITS PLAN 2839, VOL 1740 FOL 60

lodged 12-5-10

Articles – Unit Plan 2839 Viridian
Dated May 2010

INTRODUCTION

Over time up to 4000 people will choose to make Kingston Foreshore their home or work place, while many thousands will enjoy its recreational and social opportunities, its cultural and heritage precincts and its waterfront parklands and harbourside cafes, restaurants, specialty and festive retail. Viridian is an integral part of the Kingston Foreshore Development and the people who live and work at Viridian can make a positive contribution to its development.

The principle underlying these Articles is to provide an attractive and safe environment for both residents and commercial businesses operating within the complex. They provide guidelines for the general well-being, convenience, comfort and privacy of residents (and their guests) and businesses (and their clients).

These articles are based on the default articles as laid down in Schedule 1 of the Unit Titles Regulations 2001 as amended by the Viridian owners corporation. These Articles apply to all owners and residents. Where owners lease their units, these Articles shall be included as an integral part of any lease or other letting arrangements between an owner/agent and tenant.

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(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This is especially relevant between 10 pm and 8 am.

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

9 Animals and birds

(1) A unit owner may keep a animal, or allow an animal to be kept, within the unit or the common property only with the consent of the owners corporation.

(2) The owners corporation may give consent under this section, with or without conditions.

(3) Owners seeking permission should first contact the executive committee and the application will then be forwarded to adjoining unit owners for comment. The owners corporation's consent must not be unreasonably withheld.

(4) Should the animal cause nuisance to others, a complaint may be made to the executive committee for consideration and permission may be revoked.

(5) Feeding of wild birds has the potential to attract an array of species including potential pests such as sparrows, Indian mynahs and pigeons. Residents are not permitted to feed wild birds on balconies, in courtyards or on common property.

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

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

(a) if the committee has reasonable grounds for suspecting that there is a breach of the Unit Titles Act 2001 or the articles in relation to a unit - inspect the unit to investigate the breach;

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

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

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subarticle (1) unless—

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

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

(4) The executive committee may give a written authority to a person to represent the corporation under this article.

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Smoking has become an increasing nuisance for residents. It is unacceptable for cigarette butts to be disposed of by throwing onto neighbouring balconies or common paths and gardens. Smoking of any substance (e.g. tobacco, cannabis) affects the amenity and health of others; Articles 6 and 7 may be applicable in some circumstances.

Smoking is prohibited on enclosed common property managed by the Owners Corporation (e.g. underground carpark, stairwells, lifts and outside grounds and garden areas).

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Vehicles must not stand for an excessive period in front of the garage sliding doors. Drivers are to take extra care on approaches to and within the car parks.

All vehicles should be parked in the car space(s) allocated to the respective Unit.

14 Garbage/Recycling

Separate garbage and recycling bins are provided adjacent to the carparks as well as adjacent to the commercial area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling.

Bulky items that can be recycled (such as removalist cartons or packaging around furniture) should be disposed of at the appropriate recycling station. The closest stations are at Mugga Lane and Phillip.

Other household items (such as bedding, furniture, computers, refrigerators, ovens etc) and trade wastes (such as tiles, timber, plasterboard etc) need to be disposed of at an appropriate waste disposal station.

Care needs to be taken to avoid contamination of the recycling materials with garbage and other wastes. Details of the materials that are suitable for recycling are displayed on the recycling bins.

Failure to comply with these rules on the handling of garbage and recycling may cause inconvenience to others and the need to organise additional collections at cost to all. The co-operation of all residents and workers is essential.

15 Appearance

Drying clothes reduces both the use of fossil fuels and the production of green house gases but can also be unsightly. To achieve a balance, the Rules permit the drying of clothes on balconies and courtyards on small portable clothes racks. The use of fixed clothes lines or temporary ropes is not permitted.

The visual amenity of the Viridian is reduced by inappropriate placement of items on balconies and courtyards. The use of indoor furniture such as lounges is not permitted. Spa baths are not permitted without specific approval from the Owners' Corporation. Hammocks may not be hung from metal framework. Items such as rugs, mats, blankets and clothing should not be draped over balcony railings or courtyard walls.

Planter boxes and pot plants must be kept within the boundary of the Unit.

16 Damage

Residents are responsible for any damage to common property or the property of other units caused by themselves, their guests or trades people and service personnel engaged by them either directly or indirectly.

17 Security

Security is provided through:

(1) keyed entry that provides access to external security doors

(2) separate keyed entry that provides access to stairwells and individual units

(3) cards (where lifts are provided) to access the security doors and lift to the relevant floor

(4) garage remote controllers to allow access to secure underground car parks

Lost cards and remotes should be reported to the Owners Corporation Manager. Additional or replacement cards and remotes may be obtained at the cost of the owner under certain circumstances and all requests should be directed to the Owners Corporation Manager.

Entry doors to the residential component of the complex are to be kept locked at all times and fire doors must not be propped open or interfered with in any way.

18 Planting of Trees

The planting and maintenance of trees in courtyard garden beds has potential to adversely impact on structures such as retaining walls, ca park, courtyard walls and potentially adversely impact on the vista from neighbouring apartments. Cordyline australis (both normal and red 'dwarf' varieties) and 'Mop Top' Robinia pseudoacacia are examples of trees that have been planted and will cause problems.

On this basis the size of trees and shrubs that can be retained in courtyards be restricted in both height and stem diameter. The height to be limited to 2.5 m above the top of the garden bed and a diameter of 15cm at 0.3 m above the top of the garden bed.

19 General

In order to maintain the amenity of the area residents and visitors are asked to avoid littering (including cigarette butts) within the complex and onto other residents property.

The Owners Corporation cannot accept responsibility for any personal property removed, damaged or stolen from common property areas.

Items that are not the property of the Owners Corporation should not be stored or left on common property without written permission from the executive committee.

Requests for a review of these rules may be submitted to the manager of the Owners Corporation.

20 Owners Corporation Manager

The Owners Corporation is currently managed by Link Corporate Services.

Phone: 6260 3722

Email: admin@linkservices.com.au

21 Seal of Owners Corporation

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 executive members; and

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

Note: Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see Unit Titles Act 2001, s 88).

ACT Government
Justice and Community Safety

OFFICE OF
ACT Justice and Comm

SR$1837467 19/12/2012 16:22:47 SKILN
1837467

SPECIAL RESOLUTION
BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Link Strata Management	PO Box 154 CURTIN ACT 2605	02 62603722

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Sections	Blocks	UNITS PLAN NUMBER
1740:60	KINGSTON	~~47 &~~ 53 47	1, 2 & ~~17~~ 1	2839

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

Default Rules – Amendment to Article 4 Erections and Alterations (2)(a) be removed and the Guidelines for Alterations and Erections (November 2012) be replaced with the proposed clause for hard flooring.

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS-UNITS PLAN No: 2839 Common Seal

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

Signature Maree Johnston	Signature
Full Name (Block Letters) **MAREE JOHNSTON**	Full Name (Block Letters) **JANELLE ADAMS**
Address **PO Box 154 CURTIN ACT 2605**	Address **PO Box 154 CURTIN ACT 2605**
Office Held – **Link Strata Management – Finance Manager**	Office Held - **Link Strata Management – Strata Manager**

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	- 4 JAN 2013

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

It was resolved at the Owners Corporation Units Plan No 2839 Annual General Meeting dated 28 November 2012 to amend the Default Rules as follows:

Default Rules - Amendment to Article 4 - Erections and Alterations (2)(a) be removed and the Guidelines for Alterations and Erections (November 2012) be replaced with following clause for hard flooring:

Hard Flooring

If a unit holder is considering replacing floor coverings, the unit holder must ensure that the replacement material is of an acceptable level of acoustic resilience.

An acceptable level of acoustic resilience means that the impact sound pressure level of the installed floor covering shall not exceed 45dB (AAAC 5 Star), measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

These finishes must be laid by qualified tradesmen on a suitably insulated base. By way of guidance, the following insulation products have been independently tested and meet the AAAC 5 star rating:

1. Acoustica AngelStep
2. RegupolBA 17/8mm
3. Embleton Impactamat 7mm

The unit holder must before installing hard flooring:

1. seek permission from the Owner's Corporation to proceed;
2. provide the Owner's Corporation Manager with certification that the materials used will achieve the AAAC 5 star rating;
3. provide the Owner's Corporation (OC) Manager, or an agent thereof, with written authorisation to enter the unit (prior to the flooring being laid) for the purpose of inspecting the underlay to ensure the correct materials and installation method has been used, should the OC deem this necessary; and
4. upon completion of the works, provide the Owner's Corporation Manager with certification that the installation meets the requisite AAAC 5 star rating.

If the Unit Holder is unable to comply with requirement 4, then the Unit Holder will be required to contract, at his or her own cost, a member of the Association of Australian Acoustical Consultants to perform an Acoustic Isolation Test to verify the AAAC 5 star standard has been met.

If the unit holder fails to adhere to these conditions for the installation of hard flooring, then the Owner's Corporation may require the removal and replacement the flooring at the unit holder's cost.

Further information on AAAC ratings is available on the Viridian website

THE OWNERS-UNITS PLAN No: 2839
Common Seal
*

Unit Plan No. 2839

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 28 November 2012

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

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

--28 November 2012-----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.

.....3 rd December 2012.....[*insert date of affixing of seal*]

..... *Signature*

.....Manager for Units Plan **2839**..... *Designation*

..... Seal

Unit Plan No. 2839

Minutes of the Annual General Meeting
Held On 28 November 2012 at 6:30pm at
East Lakes Football Club, 3 Oxley Street, Canberra ACT

Present:

Mrs M Snell, Ms C Symington, Mr G & Mrs J Owens,
Mr P & Mrs C Pistoor, Mr G Stone, Mr R Goldberg, Mr W Curry,
Ms R Navin, Mr R & Mrs H Donaldson, Mr G Spackman, Mrs E Pennay,
Ms R Kolek, Mrs S Buckingham, Dr F Winnett, Ms M Ford

Apologies: Mr P Malcolm, Mr J McCallum

In Attendance: Mr A Johnston.

Proxies/Absentees:

Lot No.	Proxy Appointed	Lot No.	Proxy Appointed
Unit 81	Peter/Carmel Pistoor	Unit 88	Chairperson
Unit 100	Jo & George Owens	Unit 101	Chairperson
Unit 122	Chairperson	Unit 126	Eleanor Pennay
Unit 152	Chairperson		
Unit 30, 136, 137, 138, 163, 168, 169,			Mrs M Snell
Unit 170 &171	Ms M Ford	Unit 172 & 173	Mrs M Snell

1. Preliminaries

The meeting opened at 6:40 pm, and Mr W Curry was appointed as Chairperson.

Secretarial Note:
The Strata Manager requested that the attendance register be signed and it was noted that all owners present were entitled to vote.

A quorum was not present. In accordance with The Unit Titles (Management) Act 2011 the minutes to be circulated and unless a petition, signed by the majority of people entitled to vote, is received within 28 days of the decision date the resolutions are taken as being passed.

2. Proxy Votes

Mr Johnston advised the meeting that proxies had been recorded and directed proxies votes would be taken into account during the voting process.

3. Minutes of the previous Annual General Meeting

Motion 1 - Minutes of the previous Annual General Meeting:
It was resolved to adopt the minutes of the previous Annual General Meeting dated 13th December 2011 as presented.

Motion Carried

Matters Arising
OH&S report to be followed up by the incoming EC

THE OWNERS-UNITS PLAN No. 2839
Common Seal

Unit Plan No. 2839

4. Financial report

Motion 2 - Financial Statements 11/12:

It was resolved that the financial statements and reports for the year ended 31st October 2012 be accepted as presented.

Motion Carried

Secretarial Note: An owners queried the Sundry Debtor Figure of $10,100. The amount related to money spent on repairs that were to be recouped from insurance. Money received on 2 November 2012. Balance of Sundry Debtors currently $Nil.

5. Budget

Motion 3 - Proposed Administrative Fund Budget:

It was resolved that that the proposed Administrative Fund expenditure budget of $469,300 excluding GST and levy contributions of $410,000 excluding GST be accepted as presented, and that they be payable in equal quarterly instalments being 1 January 2013, 1 April 2013, 1 July 2013 and 1 October 2013.

Motion Carried

Motion 4 (a) – Besselink Painting Proposal (Options 1 or 2 in first year):

After general discussion and questions from the floor to the Executive Committee **it was resolved that** that the proposed quote from Besselink be accepted and the two year painting option with 8 years maintenance program be accepted as presented and an allowance of $300,000 be included as expenditure from the sinking fund.

Motion Carried

Motion 4 (b) – Solar Panel Project:

After general discussion and questions from the floor to the Executive Committee **it was resolved that** that the proposed quote from solarhub of $45,000 be accepted as presented and an allowance of $45,000 be included as expenditure from the sinking fund.

Motion Carried

Secretarial Note: The EC to consider ongoing maintenance of the panels including regular cleaning. Consideration is to be given to monitoring outputs of the system.

Motion 4 (c) - Sinking Fund Budget:

It was resolved that that the proposed Sinking Fund expenditure budget of $355,000 excluding GST and levy contributions of $69,120 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in equal quarterly instalments being 1 January 2013, 1 April 2013, 1 July 2013 and 1 October 2013.

Motion Carried

THE OWNERS-UNITS PLAN No: 2839
Common Seal

Unit Plan No. 2839

Secretarial Note: Levies to be due as follows:

Period	***Due Date***
From 1 January 2013 to 31 March 2013	*1 January 2013*
From 1 April 2013 to 30 June 2013	*1 April 2013*
From 1 July 2013 to 30 September 2013	*1 July 2013*
From 1 October 2013 to 31 December 2013	*1 October 2013*

6. Election of Committees:

Motion 5 (a) – Election of Executive Committee for 2012/2013:
It was resolved that the following owners comprise the Executive Committee:
Mr W Curry, Mr G Stone, Mr G Owens, Mr G Spackman, Mr P Pistoor, Mrs M Snell.
Motion Carried

Motion 5 (b) – Election of Garden Sub-Committee for 2012/2013:
It was resolved that the following owners comprise the Garden Sub-Committee:
Mr RGoldberg, Mrs J Owens, Mrs K Spackman, Mr P Malcolm, Ms R Navin.
Motion Carried

Motion 5 (c) – Election of Security Sub-Committee for 2012/2013:
It was resolved that the following owners comprise the Security Sub-Committee:
Mr R Goldberg, Mr G Stone, Mr R Donaldson Ms C Symington, Mr P Pistoor.
Motion Carried

7. Article Change:

Motion 6 – Hard Flooring:
It was resolved by unopposed resolution that the current rules of the Owners Corporation, rule 4 Erections and Alterations (2)(a) be removed and the Guidelines for Alterations and Erections (November 2012) be replaced with the proposed clause for hard flooring be accepted as presented.
Motion Carried as unopposed Resolution

Secretarial Note: The meeting noted that there were two minor spelling errors to be made to Rule 17. Planting of Trees. Carpark has been incorrectly spelt and "unit" to be inserted in the first line before courtyard garden beds.

Other Business:

- **Emergency Contact List:** Owners were advised that Link will send out a request to update contact details for emergency purposes.
- **Scheduled Maintenance Notifications:** An owner requested where possible owners be advised when maintenance to carpark doors etc were to be undertaken to reduce disruption to owners/resident. EC to consider options.
- **Thanks to Committees:** The owners wished to Thank the Executive Committee for all their hard work during the year.

There being no further business, the meeting closed at 8:10 pm.

THE OWNERS-UNITS PLAN No. 2839
Common Seal

Rules – Units Plan 2839 Viridian
November 2012

INTRODUCTION

In order to provide an attractive and safe environment for both residents and commercial businesses operating within the Viridian complex the following Articles have been compiled. They provide guidelines for the general well-being, convenience, comfort and privacy of residents (and their guests) and businesses (and their clients).

Based on the default articles laid down in Schedule 1 of the *Unit Titles Regulations 2001*, as amended by the Viridian Owners Corporation, these Articles apply to all owners and residents. Where owners lease their units, these Articles shall be included as an integral part of any lease or other letting arrangements between an owner/agent and tenant.

1 Definitions

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Building at Viridian, including ACTPLA.

Building means all the buildings situated at Block 7, Section 47 Kingston.

Insurance means:

a) public liability insurance in the sum of $10,000,000;

b) insurance required to the value of the Works, (if necessary); and

c) workers' compensation insurance.

Unit means any unit in Units Plan 2839.

Owner, occupier or user means the owner of the respective Unit from time to time (including any subsequent owner due to a transfer of ownership of the Unit).

Executive Committee means the executive committee of the corporation established under section 81 of the Unit Titles Act 2001.

Executive committee representative means a person authorised in writing by the executive committee under article 19(4).

Owners Corporation means the owners corporation created by the registration of Units Plan 2839.

Structure means all that part of the building directly surrounding or within a unit including external walls, internal load-bearing walls, structural ceilings, floors and all parts of Common Property and Unit subsidiaries.

Works means any works including any renovations, improvements, installations, repairs, additions or any other works to the Unit that:

may impact on the structure of the building or

may have the potential to cause a nuisance or annoyance to other unit owners either while the works are in progress or after completion or

are to be permanently attached to either the common property or a unit subsidiary or

may affect the external appearance of the unit

Bond means an amount of money being up to an amount of $10,000 as determined by the executive committee in its absolute discretion having regard to the scope, nature and duration of the Works.

A word or expression in the *Unit Titles Act 2001* and the *Unit Titles Regulations 2001* has the same meaning in these articles.

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.

THE OWNERS-UNITS PLAN No: 2839 Common Seal *

3 Repairs, maintenance and damage

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

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

(3) A unit owner or occupier of a Unit must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property.

(4) Unit owners or occupiers are responsible for any damage to common property or the property of other units caused by themselves, their guests or trades people and service personnel engaged by them either directly or indirectly.

4 Erections and alterations

(1) (a) For units with only a residential use allowed, a unit owner may erect or alter any structure in or on the unit or the common property only in accordance with the express permission of the executive committee and in accordance with established guidelines as approved by the owners corporation.

(b) For units allowed a non-residential use, no consent is required for the erection or alteration of any fit out within the unit, provided such erection or alteration is in accordance with any law enforced in the Territory applicable in the circumstances. However, if the erection or alteration affects the structure of the common property, the express permission of the executive committee is required.

Article 4(1) can only be changed in future by way of an unopposed resolution of the Owners Corporation.

(2) Further to (1)(a) above it is to be understood that the replacement of any floor covering with tiles, floorboards or any other form of hard flooring are considered to be included.

(3) Detailed requirements for Erections and Alterations are listed in Appendix A.

A document entitled "Guidelines for Building Works (November 2012)" provides further information for undertaking works. This document is available via the Viridian Website (www.viridianatkingston.com) or through the Owners Corporation Manager.

5 Use of Common Property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This is especially relevant between 10 pm and 8 am.

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

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

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

9 Animals

Details are contained with Section 51A of the Act

(1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the express permission of the Executive Committee.

(2) Owners seeking permission should apply to the Manager who will forward it to the adjoining unit owners for comment prior to it going to the Executive Committee for consideration.

(3) The Executive Committee may give permission under this section, with or without conditions. However, permission will not be unreasonably withheld.

(4) Should an animal cause a nuisance to others, a complaint may be made to the Executive Committee for consideration and permission to keep an animal may be revoked.

(5) Feeding of wild birds has the potential to attract an array of species including potential pests such as sparrows, Indian mynahs and pigeons. Residents are requested not to feed wild birds on balconies, in courtyards or on common property.

10 Illegal use of unit

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

11 Smoking

(1) Unit owners or occupiers must not dispose of cigarette butts on balconies or any Common Property or gardens. Smoking of any substance (e.g. tobacco, cannabis) affects the amenity and health of others (see Articles 6 and 7).

(2) Smoking is prohibited on Common Property, such as underground carparks, stairwells, lifts and the outside grounds and garden areas.

12 Vehicles and Parking

(1) Vehicles must not stand for an excessive period adjacent to the garage sliding doors. Drivers should take extra care on approaches to and within the car parks.

(2) All vehicles must be parked in the car space(s) allocated to the respective Unit.

13 Garbage/Recycling

Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the carparks as well as adjacent to the commercial area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling.

Care needs to be taken to avoid contamination of the recycling materials with garbage and other wastes. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all residents and workers is essential.

(1) Bulky items that can be recycled (such as removalist cartons or packaging around furniture) must be disposed of at the appropriate recycling station. The closest stations are at Mugga Lane and Phillip.

(2) Other household items (such as bedding, furniture, computers, refrigerators, ovens etc) and trade wastes (such as tiles, timber, plasterboard etc) must be disposed of at an appropriate waste disposal station.

(3) Owners or occupiers failing to comply with these rules on the handling of garbage and recycling that causes the need for additional collections or clean up will be held liable for the costs involved.

14 Appearance

(1) Air drying clothes reduces both the use of fossil fuels and the production of green house gases but can also be unsightly. To achieve a balance, these Articles permit the drying of clothes on balconies and courtyards provided this is carried out on small, neat, portable clothes racks. The use of fixed clothes lines or temporary ropes is not permitted.

(2) The visual amenity of Viridian is reduced by inappropriate placement of items on balconies and courtyards. The use, in these places, of indoor furniture such as lounges is not permitted, and rugs, mats, blankets or clothing should not be draped over balcony railings or courtyard walls. Hammocks may not be hung from metal framework.

(3) Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(4) Planter boxes and pot plants must be kept within the boundary of the Unit.

(5) A unit owner or occupier of a unit must not, without the express permission of the Executive Committee, maintain within the unit anything visible from outside the unit that, viewed from outside the unit, is not in keeping with the rest of the building.

15 Security

Security is provided through key or swipe card entry to external security doors; separate keyed entry that provides access to stairwells and individual units; swipe card entry to lifts to the relevant floors; and remote controllers to enter underground car parks.

(1) Entry doors to the residential component of the complex are to be kept locked at all times and fire doors must not be propped open or interfered with in any way.

(2) Lost cards and remote controllers must be reported to the Owners Corporation Manager. Additional or replacement cards and remotes may be obtained, at cost to the owner or occupier, and all requests should be directed to the Owners Corporation Manager.

16 Safety

(1) A unit owner or person authorised by the owner may install:

(a) any locking or other safety device for the protection of the owners Unit against intruders; security screens to balconies may be installed without reference to the Executive Committee, provided the colour is charcoal.

(b) any screen or device to prevent entry of animals or insects on the Unit;

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance in keeping with the appearance of the rest of the building.

17 Planting of Trees

The planting and maintenance of trees in unit courtyard garden beds has potential to adversely impact on structures such as retaining walls, car park, courtyard walls and potentially adversely impact on the vista from neighbouring apartments. Cordyline australis (both normal and red `dwarf` varieties) and `Mop Top` Robinia pseudoacacia are examples of trees that have been planted that will cause problems.

(1) The size of trees and shrubs that can be planted in courtyards must be limited to 2.5 m above the top of the garden bed and have a diameter of no more than 15 cm at 0.3 m above the top of the garden bed.

18 General

In order to maintain the amenity of the area residents and visitors are asked to avoid littering (including cigarette butts) within the complex or onto other residents property.

(1) The Owners Corporation cannot accept responsibility for any personal property removed, damaged or stolen from common property areas.

(2) Items that are not the property of the Owners Corporation must not be stored or left on common property without the express permission from the Executive Committee.

19 What may an executive committee representative do?

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

(a) if the committee has reasonable grounds for suspecting that there is a breach of the Unit Titles Act 2001 or the articles in relation to a unit - inspect the unit to investigate the breach;

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

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

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subarticle (1) unless—

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

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

(4) The executive committee may give a written authority to a person to represent the corporation under this article.

21 Owners Corporation Manager

The Owners Corporation is currently managed by Link Corporate Services.

Phone: 6260 3722 Email: admin@linkservices.com.au

The Viridian website is www.viridianatkingston.com

22 Seal of Owners Corporation

For the attaching of the seal of the Owners Corporation to a document to be effective -

(1) the seal must be attached by decision of the executive committee; and

(2) the seal must be attached in the presence of 2 executive members; and

(3) the executive members witnessing the attaching of the seal must sign the document as witnesses.

Note: Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).

Appendix A – Detailed Requirements for Erections and Alterations

1. GENERAL CONDITIONS

1. An Owner must not carry out any Works whatsoever without the prior written consent of the Owners Corporation or its Executive Committee.
2. All Works permitted and completed will be registered on a Register that will be available to all members of the owners corporation.

(a) CONDITIONS AND RIGHTS – BEFORE COMENCEMENT

Before commencement of the Works the Owner must:

i. prepare and provide to the Owners Corporation plans of the proposed Works;

ii. obtain all necessary approvals/consents/permits from any Authorities and provide a copy of each to the Owners Corporation;

iii. obtain written approval for the location, type, appearance, construction materials and size of the Works from the Owners Corporation, such approval not to be unreasonably withheld (and in this regard the Executive Committee is expressly authorised to give approvals on behalf of the Owners Corporation);

iv. give and obtain such written consents in such form as may be required by the Owners Corporation;

v. ensure that any Works which are visible from outside the Unit are in keeping with the rest of the Building and its amenity and be consistent in symmetry, size, shape, colour, appearance, and design of the Building and other works existing (and approved by the Owners Corporation) at the Building as viewed from the front or back of the Building from time to time;

vi. obtain all necessary approvals/consents/permits from any Authorities and provide a copy to the Owners Corporation;

vii. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation; and

viii. effect and maintain Insurance and provide a copy to the Owners Corporation;

(b) CONDITIONS AND RIGHTS –DURING INSTALLATION

Whilst the Works are in progress the Owner of the Unit at the relevant time must:

i. use duly licensed employees, contractors or agents to conduct the Works;

ii. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

iii. use design, materials and colours consistent with the Building's and other approved works' appearance, such that a reasonable person would deem such design, materials and colours to be consistent with the Building's and other approved works' appearance if the Works are visible from outside of the Unit;

iv. use reasonable endeavours to cause as little disruption as possible;

v. perform the Works during times reasonably approved by the Owners Corporation;

vi. perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;

vii. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

viii. protect all affected areas of the building outside the Unit from damage relating to the Works or the transportation of construction materials, equipment and debris;

ix. ensure that the Works do not interfere with or damage the common property or the property of any other Unit owner other than as approved in this article and if this happens the Owner must rectify that interference or damage within a reasonable period of time;

x. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 24 hours of any reasonable request from the Owners Corporation (for clarity more than one inspection may be required); and

xi. not vary or increase the scope of the Works or modify any plans in respect of the Works submitted to the Owners Corporation or modify them or any approvals/consents/permits of any Authority without first obtaining the consent in writing from the Owners Corporation (and in this regard the executive committee is expressly authorised to give consents on behalf of the Owners Corporation);

xii. comply with the directions of the Owners Corporation and any Authority concerning the performance of the Works; and

xiii. observe the Articles in force for this strata scheme.

(c) CONDITIONS AND RIGHTS –AFTER CONSTRUCTION

After the Works have been completed the Owner must without unreasonable delay:

i. notify the Owners Corporation that the Works have been completed;

ii. notify the Owners Corporation that all damage, if any, to Unit and common property caused by the Works and not permitted by this by-law has been rectified;

iii. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;

iv. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and

v. the Owners Corporation's right to access the Unit arising under this sub-article expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

(d) CONDITIONS AND RIGHTS –ENDURING RIGHTS AND OBLIGATIONS

The Owner:

(i) must maintain, replace and keep in good and serviceable repair the Works;

(ii) must maintain and upkeep those parts of the common property in contact with the Works;

(iii) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia;

(iv) remains liable for any damage to Unit or common property (including the Unit) arising out of the Works; and

(v) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works (including their installation or use).

(e) CONDITIONS AND RIGHTS - DEFAULT BY THE OWNER

If the Owner fails to comply with any obligation under these guidelines, then the Owners Corporation may, following reasonable notice:

(i) carry out all work necessary to perform that obligation;

(ii) enter upon any part of the Unit to carry out that work; and

(iii) recover the costs of carrying out that work from the defaulting Owner.

(f) CONDITIONS AND RIGHTS - APPLICABILITY

For the avoidance of doubt, the benefits and burdens of these guidelines pass to any and all future Owners of a respective Unit.

2. MONETARY BOND FOR WORKS TO UNITS

(a) POWERS OF THE OWNERS CORPORATION

The Owners Corporation or its Executive Committee shall have the following additional powers, authorities, duties and functions to be exercised reasonably:

i. to impose on an Owner a condition that a Bond be paid to it as a condition of the consent to carry out Works;

ii. to decide from time to time the amount of the Bond on a case by case basis;

iii. to collect the Bond before Works are commenced;

iv. to hold the Bond in a separate account to be established for the purpose;

v. to refund the Bond, less any bank fees and charges, to the Owner at the completion of the Works if no damage to common property has been caused by the Works.

vi. to delegate to an appropriately qualified person (paid for by the owner) nominated by the Executive Committee the function of accessing the extent of damage (if any) to the common property caused by the Works;

vii. to delegate to any person nominated by the Executive Committee the power to enter on to any part of the Unit to access the damage referred to in this clause; with reasonable notice to the owner;

viii. to withhold all or any part of the Bond from the Owner if the Executive Committee has assessed that damage to the common property has occurred due to the Works;

ix. to appropriate so much of the Bond as is required to rectify the damage to the common property that (in the reasonable opinion of the Executive Committee) has been caused by the Works;

x. to enter on to any part of the Unit to carry out the rectifications pursuant to this by-law;

xi. to demand from the Owner any shortfall in the funds required to rectify the damage to the common property in accordance with this by-law; and

xii. to recover any shortfall in funds required to rectify the damage as a debt in a Court of competent jurisdiction.

Viridian: GUIDELINES FOR ALTERATIONS AND ERECTIONS (November 2012)

Introduction

This document presents guidelines to assist those owners wishing to carry out building works. If more information is required please consult the owners corporation Manager (Link Corporate Services) (02) 6260 3722.

Building works of any kind that will be permanently attached to either any Common Property or Unit Subsidiary, or in any way is likely to affect the structure of a unit or the external appearance of a unit may require approval from ACTPLA and input from the Viridian architect. These works must be considered by the Executive Committee and an application form (copy attached) must be completed and provided to the Owners Corporation Manager. Details must be provided of construction methods if work is to be carried out on common property (specifically wall removal, any services e.g. plumbing/gas/electrical/air conditioning) or installing hard floors.

Copies may also be obtained from the Owners Corporation Manager or on-line at www.viridianatkingston.com .

Sufficient time should be allowed to ensure that appropriate consideration can be given to the application.

If you are working with a designer or architect, include copies of their plans with the application. Otherwise attach a written description of the work including as much detail as you can.

Security Bond Deposit

Before any major building work commences you may be asked to lodge with the Owners Corporation Manager a minimum refundable bond of $1,000 as security against damage to common property areas. This could be as high as $10,000 for more complex building works that are likely to impact on the building structure. The Owners Corporation Manager will arrange an inspection before the work commences. Another inspection will be arranged at the end of the work and any security bond will be returned to you less the cost of repairing any damage sustained during the work.

Tradespeople

You must use qualified, reputable, licensed contractors approved by the Owners Corporation. They must be insured (copies of their relevant insurances to be provided) and conversant with the applicable Territory laws. They will be deemed to be under your supervision at any time they are in the building. At least 2 days prior to the commencement of work you must arrange with the Owners Corporation Manager for your workers to access the building and park their vehicles. They must comply with all reasonable demands by the Owners Corporation Manager concerning these arrangements. All contractors in the building (including removalists) must share access to the lifts in a reasonable fashion.

Work Hours

Building work is permitted only from 8.00am to 4.00pm Monday to Friday and from 9.00am to 1.00pm Saturday. No work is allowed on Sundays or public holidays. Silent works (eg. painting) may take place at any time if there is no impact on neighbouring apartments. Noisy works (eg. concrete drilling, constant hammering etc) must not start before 9.00am and are not permitted at all on weekends. You must give the Owners Corporation Manager 48 hours written notice of any noisy works so your neighbours can be warned. Extremely noisy equipment such as jackhammers, rotary hammer drills and similar may only be used for A SINGLE FOUR-HOUR PERIOD IN ANY GIVEN WEEK. It is your responsibility to ensure that enough labour and equipment is provided to carry out the required task within this four hour period.

Housekeeping

For work inside your unit your apartment door must be closed at all times during building works to prevent the egress of dust. Your tradesmen must lay designated protective mats on all carpets between the lift or foyer and your apartment door and remove them after each refuse move. Hallways and lifts are to be inspected prior to leaving each day and cleaned and/or vacuumed by you or your contractors if necessary. Cleaning directions from the Owners Corporation Manager must be carried out promptly. If the building's cleaners are subsequently required to clean any such areas you will be billed for the expense. You must arrange privately for the removal of all building refuse. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

Hard Flooring

If a unit holder is considering replacing floor coverings, the unit holder must ensure that the replacement material is of an acceptable level of acoustic resilience.

An acceptable level of acoustic resilience means that the impact sound pressure level of the installed floor covering shall not exceed 45dB (AAAC 5 Star), measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

These finishes must be laid by qualified tradesmen on a suitably insulated base. By way of guidance, the following insulation products have been independently tested and meet the AAAC 5 star rating:

1. Acoustica AngelStep
2. RegupolBA 17/8mm
3. Embleton Impactamat 7mm

The unit holder must before installing hard flooring:

1. seek permission from the Owner's Corporation to proceed;
2. provide the Owner's Corporation Manager with certification that the materials used will achieve the AAAC 5 star rating;
3. provide the Owner's Corporation (OC) Manager, or an agent thereof, with written authorisation to enter the unit (prior to the flooring being laid) for the purpose of inspecting the underlay to ensure the correct materials and installation method has been used, should the OC deem this necessary; and
4. upon completion of the works, provide the Owner's Corporation Manager with certification that the installation meets the requisite AAAC 5 star rating.

If the Unit Holder is unable to comply with requirement 4, then the Unit Holder will be required to contract, at his or her own cost, a member of the Association of Australian Acoustical Consultants to perform an Acoustic Isolation Test to verify the AAAC 5 star standard has been met.

If the unit holder fails to adhere to these conditions for the installation of hard flooring, then the Owner's Corporation may require the removal and replacement the flooring at the unit holder's cost.

Further information on AAAC ratings is available on the Viridian website

- **Bathroom tiles**, due to the possible damage to water proofing membranes, details of the replacement of these tiles must first be assessed by the Executive Committee.

Minor Works

Minor works such as the painting of walls or minor changes within the unit that have no impact on the structure or appearance of the building or have no impact on common property or the Unit Subsidiary do not require specific approval as blanket approval for such works has been given.

Substantial Works

Works that may have an impact on the structure or have the potential to cause a long-term nuisance to other Unit Owners (such as replacing carpet with a hard floor) or causing significant short-term nuisance (such as noise in undertaking the works) requires approval. An application must be lodged with the owners corporation manager. Approval for such works would normally be referred to the Executive Committee.

More Complex Work

Any work that involves a Common Property wall or a Unit Subsidiary requires an application to be lodged and a Monetary Bond may be required. Approval may require approval from ACT Planning and Land Authority (ACTPLA) and may require a Structural Certificate from an accredited engineer approved by the Owners Corporation. If the works are non-structural and largely confined within the Unit Subsidiary (for example an air-conditioning unit mounted on the floor of a balcony or courtyard) approval may be given by the Executive Committee. For works that may impact on many owners (for example a Vergola), the matter will be referred to the owners corporation as a Special Resolution (requires 66% majority). Works may not proceed until all approvals are received and the Executive Committee authorises the Works.

ALTERATIONS AND ERECTIONS APPLICATION FORM

VIRIDIAN – UNIT PLAN 2839 KINGSTON

(Completed applications should be lodged with the Owners Corporation Manager)

DOCUMENTATION

All applications must be accompanied by sufficient information to allow the Executive Committee to make a decision. This includes:

a. Sketches or plans of the proposed modifications and its location.

b. A clear indication (with sketches if necessary) of what part of the structure will be visible from the windows of other Apartments or externally.

c. An indication of any special requirements that may cause disturbance to the residents of the complex during installation.

d. A sample of colours proposed to be used on Structures, accompanied where possible by colour charts or brochures to assist (statements such as matching colours are insufficient).

e. Certification from an appropriate practising consultant for the relevant application.

f. A Bond to be held by the Owners Corporation may be required for some modifications.

CONDITIONS OF APPROVAL

Once approval is given, owners will be responsible to ensure that the disturbance to all residents during installation is kept to a minimum. Work is only permitted Monday to Friday 9am – 5pm, Saturday 9am to 1pm and not on Sunday. Owners are required to use qualified tradespersons for all work requiring trade certification. It is important that owners make their installer aware of the following conditions when working at Viridian

a. Construction materials must not be dumped in basement bins or on any part of the complex itself, or on the adjacent nature strips, verges and parkland.

b. All common areas traversed by contractors must be protected, all care must be taken to avoid damage, and all rubbish removed: Avoid any damage to the water proof membrane of the balconies.

c. The Owners Corporation Manager must be notified before work commences and a schedule provided for the timing of the modification/addition.

d. ACTPLA approval may be required – evidence of approval must be provided

e. A pre and post inspection of common areas to be checked before and after work commences.

f. All building works are to comply with Work Covers' Occupational Health & Safety requirements as defined in the OH&S Act and regulations.

POST INSTALLATION

Where any damage to the common areas has occurred, the owner who makes an approved modification/addition is, as part of that approval, required to restore any damage to the common property to its original state at their cost.

The owner is responsible for the cost of the maintenance and upkeep of the modification/addition.

MODIFICATION/ADDITION APPLICATION

I/we ..... the owners of Apartment ..... seek the approval of the Executive Committee to the following modification(s)/addition(s) (if insufficient space, attach a separate list):

.....

.....

.....

We would like to commence the modification on .....

The following documents are provided in support of the application.

.....

.....

I/we

a. Have read the Modification/Additions Policy and Application Form issued by the Executive Committee and accept that the application will be assessed on that basis.

b. Accept the conditions of Approval set out above and in the Policy and agree to fully comply with them.

c. Indemnify the Viridian Body Corporate from any claims against insurance, damage, wear and tear, fault or defect associated with the building alterations being undertaken at the above address.

Signed ..... Date .....

Executive Committee Use only

The above application was considered by the Executive Committee on ....., and (tick which ever is applicable):

a) Approved. ☐

b) Approved subject to the attached conditions. ☐

c) Bond required to be held by Owners Corporation ☐

c) Referred to Special General meeting of the owners corporation ☐

d) Not Approved. ☐

Name .....Signed .....

On Behalf of the Executive Committee Date: .....

THE OWNERS-UNITS PLAN No. 2839
Common Seal

ACT Government
Justice and Community Safety

OFFICE OF REG
ACT Justice and Community

SR$1901475 17/01/2014 15:43:04 JAMIE
1901475

SPECIAL RESOLUTION
BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Link Strata Management	**PO Box 154 CURTIN ACT 2605**	**02 62603722**

TITLE AND LAND DETAILS				
Volume & Folio	**District/Division**	**Section**	**Block**	**UNITS PLAN NUMBER**
1740:60	**KINGSTON**	**47, 53**	**7, 1 & 2**	**2839**

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

Default Rules – Alteration to Rule 5. Use of Common Property, Alteration to Rule 19. What may an executive committee representative do?, Alteration to Rule 22. Seal of Owners Corporation, Additional Rule 20. Recoupment of Costs of Debt Collection

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Other (specify) -	The Common Seal of The Owners Corporation Units Plan No 2839 ABN: 79806191295 was affixed in the presence of : Maree Johnston – Business Manager

THE OWNERS-UNITS PLAN No: 2839 Common Seal *

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature	Signature Maree Johnston
Full Name (Block Letters) **Janelle Adams – Strata Manager**	Full Name (Block Letters) **Maree Johnston – Business Manager**
Address **PO Box 154 CURTIN ACT 2605**	Address **PO Box 154 CURTIN ACT 2605**
Office Held – **Link Strata Management**	Office Held – **Link Strata Management**

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	24 JAN 2014

It was **Resolved** at the Owners Corporation Units Plan No 2839 Annual General Meeting dated 27 November 2013 to adopt the new default rules with the following additions and amendments:

Alteration to Rule 5. Use of Common Property
A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit. This includes no For Sale/For Lease signs being erected on common property or property managed by the Owners Corporation. This will help maintain the aesthetics of the complex and reduce a Public Liability issue.

Alteration to Rule 19 What may an executive committee representative do?

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

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

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

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

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

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

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

(4) The executive committee may give a written authority to a person to represent the corporation under this rule.

Alteration to Rule 22. Seal of Owners Corporation
For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act 2011; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

Additional Rule 20. Recoupment of Costs of Debt Collection

(1) If the owners corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011 then, provided the legal or administrative action was commenced by the owners corporation in good faith, the unit holder shall, be liable to pay the owners corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

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

(3) Notwithstanding clause 1, the owners corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the owners corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the owners corporation, receipts to evidence the amount due or paid by the owners corporation. If the unit holder fails to pay the legal fees or other costs in accordance with clause 1, the owners corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

Units Plan No. 2839

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 27 November 2013

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

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

--27 November 2013-----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.

.....29 November 2013.....[*insert date of affixing of seal*]

.....Anthony Johnston..... *Signature*

.....Manager for Units Plan **2839**..... *Designation*

THE OWNERS-UNITS PLAN No: 2839
Common Seal
*

..... Seal

Units Plan No. 2839

Minutes of the Annual General Meeting
Held On 27 November 2013 at 6:00pm at
East Lakes Football Club, 3 Oxley Street, Canberra ACT

Present: Mr J Juntunen, Ms C Symington, Mr M Scott, Mr G & Mrs J Owens, Mr J Wang Mr P Pistoor, Mr W Laba, Mr G Stone, Mr R Goldberg, Mr W Curry, Ms R Navin, Mr R Donaldson, Mr M & L Fleming, Mr G Spackman, Ms E Pennay, Mr D Zbigniew & Ms R Kolek, Ms J Gough, Ms M Ford, Mrs M Snell,

Apologies: Ms J Lawrie, Ms D Warren-Smith and Mr P Malcolm

In Attendance: Mr A Johnston (Link Strata Management), Aaron Butt (Security 1).

Proxies/Absentees:

Lot No.	*Proxy Appointed*	*Lot No.*	*Proxy Appointed*
Unit 70	Chairperson (directed vote)	Unit 122	Chairperson (directed vote)
Unit 87	Wojciech Laba	Unit 126	Eleanor Pennay
Unit 98	Chairperson (directed vote)	Unit 134	Chairperson (directed vote)
Unit 100	Jo & George Owens	Unit 140	Chairperson (directed vote)
Unit 101	Chairperson (directed vote)	Unit 142	Chairperson (directed vote)
Unit 108	Warren Curry (directed vote)	Unit 150	Chairperson
Unit 119	Absentee Vote (directed vote)	Unit 161	Chairperson (directed vote)

Units 28, 30, 136, 137, 138, 163, 168, 169, 170, 171, 172, 173 Mrs M Snell

1. Preliminaries

The meeting opened at 6:10 pm, and Mr W Curry was appointed as Chairperson. Mr Curry advised that all documents were on the portal and should owners have difficulty in accessing the portal they should contact Link Strata Management.

Secretarial Note:
The Chairperson requested that the attendance register be signed.

A quorum was not present. In accordance with The Unit Titles (Management) Act 2011 the minutes to be circulated and unless a petition, signed by the majority of people entitled to vote, is received within 28 days of the decision date the resolutions are taken as being passed.

2. Proxy Votes

Mr Johnston advised the meeting that proxies had been recorded and directed proxies votes would be taken into account during the voting process.

3. Minutes of the previous Annual General Meeting

Motion 1 - Minutes of the previous Annual General Meeting:
It was resolved to adopt the minutes of the previous Annual General Meeting dated 28th November 2013 as presented.

THE OWNERS-UNITS PLAN No. 2839 Common Seal

Motion Carried

4. Financial report

Motion 2 - Financial Statements:

It was resolved that the financial statements and reports for the period 01/11/12 to 31/10/13 be accepted as presented.

Motion Carried

5. Budget

Motion 3 (a) - Proposed Administrative Fund Expenditure Budget:

It was resolved that that the proposed Administrative Fund expenditure budget of $468,945 excluding GST be adopted.

Motion Carried

Motion 3 (b) - Proposed Administrative Fund Levy Contribution:

It was resolved that that the levy contributions of $416,000 excluding GST be adopted, and that they be payable in equal quarterly instalments being 1 January 2014, 1 April 2014, 1 July 2014 and 1 October 2014.

Motion Carried

Sinking Fund Discussion

Mr Curry advised the meeting that the solar panel project had been delivered on time and within budget. Painting was still ongoing as this was planned as a two year exercise and most work will be complete by May 2014. Resident owners will be requested to assist the Committee advising of any areas that may get missed during painting. The sinking fund budget also made allowance for the installation of removable bollards to restrict access to the central courtyard and a small amount of landscaping.

Motion 4 (a) – Upgrade Security System:

Mr Aaron Butt from Security 1 gave an overview of the proposed security upgrade and provided the proposed fobs for viewing by owners.

After general discussion and questions from the floor to the Executive Committee **it was resolved that** that the proposed upgrade of the security system at a cost of $41,608 be accepted and the amount be expended from the sinking fund.

Motion Carried

Motion 4 (b) – Proposed Sinking Fund Expenditure Budget:

It was resolved that that the proposed Sinking Fund expenditure budget of $187,500 excluding GST be adopted.

Motion Carried

Motion 4 (c) - Sinking Fund Levy Contribution:

It was resolved that that the levy contributions of $72,000 excluding GST be adopted and that they be payable in equal quarterly instalments being 1 January 2014, 1 April 2014, 1 July 2014 and 1 October 2014.

Motion Carried

THE OWNERS-UNITS PLAN No: 2839 Common Seal *

Units Plan No. 2839

Secretarial Note: Levies to be due as follows:

Period	***Due Date***
From 1 January 2014 to 31 March 2014	*1 January 2014*
From 1 April 2014 to 30 June 2014	*1 April 2014*
From 1 July 2014 to 30 September 2014	*1 July 2014*
From 1 October 2014 to 31 December 2014	*1 October 2014*

6. Election of Committees:

Motion 5 (a) – Election of Executive Committee for 2013/2014:
It was resolved that the following owners comprise the Executive Committee:

Mr W Curry, Mr G Stone, Mr G Owens, Mr G Spackman, Mr P Pistoor, Mrs M Snell, Mr R Donaldson.

Motion Carried

The Strata Manager advised that an absent owner Ms Deb Warren-Smith wished to thank the Committee for all the work behind the scenes, for the benefit of all owners and that their hard work was very much appreciated.
The meeting also thanked the Committee for their diligent work.

Motion 5 (b) – Election of Garden Sub-Committee for 2013/2014:
It was resolved that the following owners comprise the Garden Sub-Committee:

Mr R Goldberg, Mrs J Owens, Mrs K Spackman, Mr P Malcolm, Ms R Navin.

Motion Carried

Motion 5 (c) – Election of Security Sub-Committee for 2013/2014:
It was resolved that the following owners comprise the Security Sub-Committee:

Mr R Goldberg, Mr G Stone, Mr R Donaldson Ms C Symington.

Motion Carried

7. Rules of the Owners Corporation:

Motion 6 – Amend Rules:
The Strata Manager provided a brief description of the changes being proposed and following general discussion and questions from the floor **it was resolved** by special resolution that the proposed alteration to Rule 5 - Use of Common Property, Rule 19 – What may an executive committee representative do, Rule 22 – Seal of Owners Corporation and an additional Rule 20 – Recoupment costs of Debt collection of the Owners Corporation be adopted as presented.

Motion Carried as Special Resolution

Units Plan No. 2839

Other Business:

- **Insurance:** Mr Curry confirmed that building valuation for insurance purposes would be used when the insurance policy was renewed in June 2014.

- **Access to Basement:** During the presentation by Mr Butt from Security 1 an owner asked why the door to the fire stairs that lead to the basement was locked when the lift will go from the ground floor to the basement. Mr Butt advised the lift access to the basement cannot be controlled without costly upgrades to all the lifts. It was agreed Link and Committee will investigate the door issue in the upcoming year.

There being no further business, the meeting closed at 7:25 pm.

Rules – Units Plan 2839 Viridian
November 2013

Accepted AGM 27 November 2013

INTRODUCTION

In order to provide an attractive and safe environment for both residents and commercial businesses operating within the Viridian complex the following Rules have been compiled. They provide guidelines for the general well-being, convenience, comfort and privacy of residents (and their guests) and businesses (and their clients).

Based on the default rules laid down in Schedule 4 of the *Unit Titles (Management) Act 2011*, as amended by the Viridian Owners Corporation, these Rules apply to all owners and residents. Where owners lease their units, these Rules shall be included as an integral part of any lease or other letting arrangements between an owner/agent and tenant.

1 Definitions

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Building at Viridian, including ACTPLA.

Building means all the buildings situated at Blocks 1, 2 & 7 Section 47 and 53 Kingston.

Insurance means:

a) public liability insurance in the sum of $20,000,000;

b) insurance required to the value of the Works, (if necessary); and

c) workers' compensation insurance.

Unit means any unit in Units Plan 2839.

Owner, occupier or user means the owner of the respective Unit from time to time (including any subsequent owner due to a transfer of ownership of the Unit).

Executive Committee means the executive committee of the corporation established under section 34 of the Unit Titles (Management) Act 2011.

Executive committee representative means a person authorised in writing by the executive committee under rule 19(4).

Owners Corporation means the owners corporation created by the registration of Units Plan 2839.

Structure means all that part of the building directly surrounding or within a unit including external walls, internal load-bearing walls, structural ceilings, floors and all parts of Common Property and Unit subsidiaries.

Works means any works including any renovations, improvements, installations, repairs, additions or any other works to the Unit that:

may impact on the structure of the building or

may have the potential to cause a nuisance or annoyance to other unit owners either while the works are in progress or after completion or

are to be permanently attached to either the common property or a unit subsidiary or

may affect the external appearance of the unit

Bond means an amount of money being up to an amount of $10,000 as determined by the executive committee in its absolute discretion having regard to the scope, nature and duration of the Works.

A word or expression in the Act has the same meaning in these rules.

2 Payment of rates and taxes by unit owners

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

THE OWNERS-UNITS PLAN No. 2839 Common Seal *

3 Repairs, maintenance and damage

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

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

(3) A unit owner or occupier of a Unit must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property.

(4) Unit owners or occupiers are responsible for any damage to common property or the property of other units caused by themselves, their guests or trades people and service personnel engaged by them either directly or indirectly.

4 Erections and alterations

(1) (a) For units with only a residential use allowed, a unit owner may erect or alter any structure in or on the unit or the common property only in accordance with the express permission of the executive committee and in accordance with established guidelines as approved by the owners corporation.

(b) For units allowed a non-residential use, no consent is required for the erection or alteration of any fit out within the unit, provided such erection or alteration is in accordance with any law enforced in the Territory applicable in the circumstances. However, if the erection or alteration affects the structure of the common property, the express permission of the executive committee is required.

Rule 4 (1) can only be changed in future by way of an unopposed resolution of the Owners Corporation.

(2) Further to (1) (a) above it is to be understood that the replacement of any floor covering with tiles, floorboards or any other form of hard flooring are considered to be included.

(3) Detailed requirements for Erections and Alterations are listed in Appendix A.

A document entitled "Guidelines for Building Works (November 2012)" provides further information for undertaking works. This document is available via the Viridian Website (www.viridianatkingston.com) or through the Owners Corporation Manager.

5 Use of Common Property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit. This includes no For Sale/For Lease signs being erected on common property or property managed by the Owners Corporation. This will help maintain the aesthetics of the complex and reduce a Public Liability issue.

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This is especially relevant between 10 pm and 8 am.

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

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

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

9 Animals

Details are contained with Section 32 of the Unit Titles (Management) Act 2011

(1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the express permission of the Executive Committee.

(2) Owners seeking permission should apply to the Manager who will forward it to the adjoining unit owners for comment prior to it going to the Executive Committee for consideration.

(3) The Executive Committee may give permission under this section, with or without conditions. However, permission will not be unreasonably withheld.

(4) Should an animal cause a nuisance to others, a complaint may be made to the Executive Committee for consideration and permission to keep an animal may be revoked.

(5) Feeding of wild birds has the potential to attract an array of species including potential pests such as sparrows, Indian mynahs and pigeons. Residents are requested not to feed wild birds on balconies, in courtyards or on common property.

10 Illegal use of unit

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

11 Smoking

(1) Unit owners or occupiers must not dispose of cigarette butts on balconies or any Common Property or gardens. Smoking of any substance (e.g. tobacco, cannabis) affects the amenity and health of others (see Rules 6 and 7).

(2) Smoking is prohibited on Common Property, such as underground carparks, stairwells, lifts and the outside grounds and garden areas.

12 Vehicles and Parking

(1) Vehicles must not stand for an excessive period adjacent to the garage sliding doors. Drivers should take extra care on approaches to and within the car parks.

(2) All vehicles must be parked in the car space(s) allocated to the respective Unit.

13 Garbage/Recycling

Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the carparks as well as adjacent to the commercial area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling.

Care needs to be taken to avoid contamination of the recycling materials with garbage and other wastes. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all residents and workers is essential.

(1) Bulky items that can be recycled (such as removalist cartons or packaging around furniture) must be disposed of at the appropriate recycling station. The closest stations are at Mugga Lane and Phillip.

(2) Other household items (such as bedding, furniture, computers, refrigerators, ovens etc) and trade wastes (such as tiles, timber, plasterboard etc) must be disposed of at an appropriate waste disposal station.

(3) Owners or occupiers failing to comply with these rules on the handling of garbage and recycling that causes the need for additional collections or clean up will be held liable for the costs involved.

14 Appearance

(1) Air drying clothes reduces both the use of fossil fuels and the production of green house gases but can also be unsightly. To achieve a balance, these Rules permit the drying of clothes on balconies and courtyards provided this is carried out on small, neat, portable clothes racks. The use of fixed clothes lines or temporary ropes is not permitted.

(2) The visual amenity of Viridian is reduced by inappropriate placement of items on balconies and courtyards. The use, in these places, of indoor furniture such as lounges is not permitted, and rugs, mats, blankets or clothing should not be draped over balcony railings or courtyard walls. Hammocks may not be hung from metal framework.

(3) Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(4) Planter boxes and pot plants must be kept within the boundary of the Unit.

(5) A unit owner or occupier of a unit must not, without the express permission of the Executive Committee, maintain within the unit anything visible from outside the unit that, viewed from outside the unit, is not in keeping with the rest of the building.

15 Security

Security is provided through key or swipe card entry to external security doors; separate keyed entry that provides access to stairwells and individual units; swipe card entry to lifts to the relevant floors; and remote controllers to enter underground car parks.

(1) Entry doors to the residential component of the complex are to be kept locked at all times and fire doors must not be propped open or interfered with in any way.

(2) Lost cards and remote controllers must be reported to the Owners Corporation Manager. Additional or replacement cards and remotes may be obtained, at cost to the owner or occupier, and all requests should be directed to the Owners Corporation Manager.

16 Safety

(1) A unit owner or person authorised by the owner may install:

(a) any locking or other safety device for the protection of the owners Unit against intruders; security screens to balconies may be installed without reference to the Executive Committee, provided the colour is charcoal.

(b) any screen or device to prevent entry of animals or insects on the Unit;

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance in keeping with the appearance of the rest of the building.

17 Planting of Trees

The planting and maintenance of trees in unit courtyard garden beds has potential to adversely impact on structures such as retaining walls, car park, courtyard walls and potentially adversely impact on the vista from neighbouring apartments. Cordyline australis (both normal and red `dwarf` varieties) and `Mop Top` Robinia pseudoacacia are examples of trees that have been planted that will cause problems.

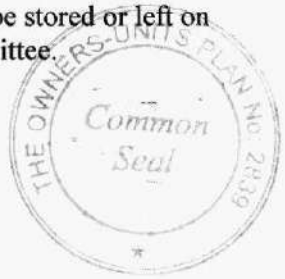
(1) The size of trees and shrubs that can be planted in courtyards must be limited to 2.5 m above the top of the garden bed and have a diameter of no more than 15 cm at 0.3 m above the top of the garden bed.

18 General

In order to maintain the amenity of the area residents and visitors are asked to avoid littering (including cigarette butts) within the complex or onto other residents property.

(1) The Owners Corporation cannot accept responsibility for any personal property removed, damaged or stolen from common property areas.

(2) Items that are not the property of the Owners Corporation must not be stored or left on common property without the express permission from the Executive Committee.



19 What may an executive committee representative do?

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

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

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

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

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

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

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

(4) The executive committee may give a written authority to a person to represent the corporation under this rule.

20. Recoupment of Costs of Debt Collection

(1) If the owners corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011 then, provided the legal or administrative action was commenced by the owners corporation in good faith, the unit holder shall, be liable to pay the owners corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

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

(3) Notwithstanding clause 1, the owners corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the owners corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the owners corporation, receipts to evidence the amount due or paid by the owners corporation. If the unit holder fails to pay the legal fees or other costs in accordance with clause 1, the owners corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

21. Owners Corporation Manager

The Owners Corporation is currently managed by Link Corporate Services.

Phone: 6260 3722 Email: admin@linkservices.com.au

The Viridian website is www.viridianatkingston.com

22. Seal of Owners Corporation

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act 2011; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

THE OWNERS-UNITS PLAN No: 2839
Common Seal

Appendix A – Detailed Requirements for Erections and Alterations

1. GENERAL CONDITIONS

1. An Owner must not carry out any Works whatsoever without the prior written consent of the Owners Corporation or its Executive Committee.
2. All Works permitted and completed will be registered on a Register that will be available to all members of the owners corporation.

(a) CONDITIONS AND RIGHTS – BEFORE COMENCEMENT

Before commencement of the Works the Owner must:

i. prepare and provide to the Owners Corporation plans of the proposed Works;

ii. obtain all necessary approvals/consents/permits from any Authorities and provide a copy of each to the Owners Corporation;

iii. obtain written approval for the location, type, appearance, construction materials and size of the Works from the Owners Corporation, such approval not to be unreasonably withheld (and in this regard the Executive Committee is expressly authorised to give approvals on behalf of the Owners Corporation);

iv. give and obtain such written consents in such form as may be required by the Owners Corporation;

v. ensure that any Works which are visible from outside the Unit are in keeping with the rest of the Building and its amenity and be consistent in symmetry, size, shape, colour, appearance, and design of the Building and other works existing (and approved by the Owners Corporation) at the Building as viewed from the front or back of the Building from time to time;

vi. obtain all necessary approvals/consents/permits from any Authorities and provide a copy to the Owners Corporation;

vii. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation; and

viii. effect and maintain Insurance and provide a copy to the Owners Corporation;

(b) CONDITIONS AND RIGHTS –DURING INSTALLATION

Whilst the Works are in progress the Owner of the Unit at the relevant time must:

i. use duly licensed employees, contractors or agents to conduct the Works;

ii. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

iii. use design, materials and colours consistent with the Building's and other approved works' appearance, such that a reasonable person would deem such design, materials and colours to be consistent with the Building's and other approved works' appearance if the Works are visible from outside of the Unit;

iv. use reasonable endeavours to cause as little disruption as possible;

v. perform the Works during times reasonably approved by the Owners Corporation;

vi. perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;

vii. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

viii. protect all affected areas of the building outside the Unit from damage relating to the Works or the transportation of construction materials, equipment and debris;

ix. ensure that the Works do not interfere with or damage the common property or the property of any other Unit owner other than as approved in this rule and if this happens the Owner must rectify that interference or damage within a reasonable period of time;

x. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 24 hours of any reasonable request from the Owners Corporation (for clarity more than one inspection may be required); and

xi. not vary or increase the scope of the Works or modify any plans in respect of the Works submitted to the Owners Corporation or modify them or any approvals/consents/permits of any Authority without first obtaining the consent in writing from the Owners Corporation (and in this regard the executive committee is expressly authorised to give consents on behalf of the Owners Corporation);

xii. comply with the directions of the Owners Corporation and any Authority concerning the performance of the Works; and

xiii. observe the Rules in force for this strata scheme.

(c) CONDITIONS AND RIGHTS –AFTER CONSTRUCTION

After the Works have been completed the Owner must without unreasonable delay:

i. notify the Owners Corporation that the Works have been completed;

ii. notify the Owners Corporation that all damage, if any, to Unit and common property caused by the Works and not permitted by this by-law has been rectified;

iii. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;

iv. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and

v. the Owners Corporation's right to access the Unit arising under this sub-rule expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

(d) CONDITIONS AND RIGHTS –ENDURING RIGHTS AND OBLIGATIONS

The Owner:

(i) must maintain, replace and keep in good and serviceable repair the Works;

(ii) must maintain and upkeep those parts of the common property in contact with the Works;

(iii) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia;

(iv) remains liable for any damage to Unit or common property (including the Unit) arising out of the Works; and

(v) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works (including their installation or use).

(e) CONDITIONS AND RIGHTS - DEFAULT BY THE OWNER

If the Owner fails to comply with any obligation under these guidelines, then the Owners Corporation may, following reasonable notice:

(i) carry out all work necessary to perform that obligation;

(ii) enter upon any part of the Unit to carry out that work; and

(iii) recover the costs of carrying out that work from the defaulting Owner.

(f) CONDITIONS AND RIGHTS - APPLICABILITY

For the avoidance of doubt, the benefits and burdens of these guidelines pass to any and all future Owners of a respective Unit.

2. MONETARY BOND FOR WORKS TO UNITS

(a) POWERS OF THE OWNERS CORPORATION

The Owners Corporation or its Executive Committee shall have the following additional powers, authorities, duties and functions to be exercised reasonably:

i. to impose on an Owner a condition that a Bond be paid to it as a condition of the consent to carry out Works;

ii. to decide from time to time the amount of the Bond on a case by case basis;

iii. to collect the Bond before Works are commenced;

iv. to hold the Bond in a separate account to be established for the purpose;

v. to refund the Bond, less any bank fees and charges, to the Owner at the completion of the Works if no damage to common property has been caused by the Works.

vi. to delegate to an appropriately qualified person (paid for by the owner) nominated by the Executive Committee the function of accessing the extent of damage (if any) to the common property caused by the Works;

vii. to delegate to any person nominated by the Executive Committee the power to enter on to any part of the Unit to access the damage referred to in this clause; with reasonable notice to the owner;

viii. to withhold all or any part of the Bond from the Owner if the Executive Committee has assessed that damage to the common property has occurred due to the Works;

ix. to appropriate so much of the Bond as is required to rectify the damage to the common property that (in the reasonable opinion of the Executive Committee) has been caused by the Works;

x. to enter on to any part of the Unit to carry out the rectifications pursuant to this by-law;

xi. to demand from the Owner any shortfall in the funds required to rectify the damage to the common property in accordance with this by-law; and

xii. to recover any shortfall in funds required to rectify the damage as a debt in a Court of competent jurisdiction.

Viridian: GUIDELINES FOR ALTERATIONS AND ERECTIONS (November 2012)

Introduction

This document presents guidelines to assist those owners wishing to carry out building works. If more information is required please consult the owners corporation Manager (Link Corporate Services) (02) 6260 3722.

Building works of any kind that will be permanently attached to either any Common Property or Unit Subsidiary, or in any way is likely to affect the structure of a unit or the external appearance of a unit may require approval from ACTPLA and input from the Viridian architect. These works must be considered by the Executive Committee and an application form (copy attached) must be completed and provided to the Owners Corporation Manager. Details must be provided of construction methods if work is to be carried out on common property (specifically wall removal, any services e.g. plumbing/gas/electrical/air conditioning) or installing hard floors.

Copies may also be obtained from the Owners Corporation Manager or on-line at www.viridianatkingston.com .

Sufficient time should be allowed to ensure that appropriate consideration can be given to the application.

If you are working with a designer or architect, include copies of their plans with the application. Otherwise attach a written description of the work including as much detail as you can.

Security Bond Deposit

Before any major building work commences you may be asked to lodge with the Owners Corporation Manager a minimum refundable bond of $1,000 as security against damage to common property areas. This could be as high as $10,000 for more complex building works that are likely to impact on the building structure. The Owners Corporation Manager will arrange an inspection before the work commences. Another inspection will be arranged at the end of the work and any security bond will be returned to you less the cost of repairing any damage sustained during the work.

Tradespeople

You must use qualified, reputable, licensed contractors approved by the Owners Corporation. They must be insured (copies of their relevant insurances to be provided) and conversant with the applicable Territory laws. They will be deemed to be under your supervision at any time they are in the building. At least 2 days prior to the commencement of work you must arrange with the Owners Corporation Manager for your workers to access the building and park their vehicles. They must comply with all reasonable demands by the Owners Corporation Manager concerning these arrangements. All contractors in the building (including removalists) must share access to the lifts in a reasonable fashion.

Work Hours

Building work is permitted only from 8.00am to 4.00pm Monday to Friday and from 9.00am to 1.00pm Saturday. No work is allowed on Sundays or public holidays. Silent works (eg. painting) may take place at any time if there is no impact on neighbouring apartments. Noisy works (eg. concrete drilling, constant hammering etc) must not start before 9.00am and are not permitted at all on weekends. You must give the Owners Corporation Manager 48 hours written notice of any noisy works so your neighbours can be warned. Extremely noisy equipment such as jackhammers, rotary hammer drills and similar may only be used for A SINGLE FOUR-HOUR PERIOD IN ANY GIVEN WEEK. It is your responsibility to ensure that enough labour and equipment is provided to carry out the required task within this four hour period.

Housekeeping

For work inside your unit your apartment door must be closed at all times during building works to prevent the egress of dust. Your tradesmen must lay designated protective mats on all carpets between the lift or foyer and your apartment door and remove them after each refuse move. Hallways and lifts are to be inspected prior to leaving each day and cleaned and/or vacuumed by you or your contractors if necessary. Cleaning directions from the Owners Corporation Manager must be carried out promptly. If the building's cleaners are subsequently required to clean any such areas you will be billed for the expense. You must arrange privately for the removal of all building refuse. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

Hard Flooring

If a unit holder is considering replacing floor coverings, the unit holder must ensure that the replacement material is of an acceptable level of acoustic resilience.

An acceptable level of acoustic resilience means that the impact sound pressure level of the installed floor covering shall not exceed 45dB (AAAC 5 Star), measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

These finishes must be laid by qualified tradesmen on a suitably insulated base. By way of guidance, the following insulation products have been independently tested and meet the AAAC 5 star rating:

1. Acoustica AngelStep
2. RegupolBA 17/8mm
3. Embleton Impactamat 7mm

The unit holder must before installing hard flooring:

1. seek permission from the Owner's Corporation to proceed;
2. provide the Owner's Corporation Manager with certification that the materials used will achieve the AAAC 5 star rating;
3. provide the Owner's Corporation (OC) Manager, or an agent thereof, with written authorisation to enter the unit (prior to the flooring being laid) for the purpose of inspecting the underlay to ensure the correct materials and installation method has been used, should the OC deem this necessary; and
4. upon completion of the works, provide the Owner's Corporation Manager with certification that the installation meets the requisite AAAC 5 star rating.

If the Unit Holder is unable to comply with requirement 4, then the Unit Holder will be required to contract, at his or her own cost, a member of the Association of Australian Acoustical Consultants to perform an Acoustic Isolation Test to verify the AAAC 5 star standard has been met.

If the unit holder fails to adhere to these conditions for the installation of hard flooring, then the Owner's Corporation may require the removal and replacement the flooring at the unit holder's cost.

Further information on AAAC ratings is available on the Viridian website

- **Bathroom tiles**, due to the possible damage to water proofing membranes, details of the replacement of these tiles must first be assessed by the Executive Committee.

Minor Works

Minor works such as the painting of walls or minor changes within the unit that have no impact on the structure or appearance of the building or have no impact on common property or the Unit Subsidiary do not require specific approval as blanket approval for such works has been given.

Substantial Works

Works that may have an impact on the structure or have the potential to cause a long-term nuisance to other Unit Owners (such as replacing carpet with a hard floor) or causing significant short-term nuisance (such as noise in undertaking the works) requires approval. An application must be lodged with the owners corporation manager. Approval for such works would normally be referred to the Executive Committee.

More Complex Work

Any work that involves a Common Property wall or a Unit Subsidiary requires an application to be lodged and a Monetary Bond may be required. Approval may require approval from ACT Planning and Land Authority (ACTPLA) and may require a Structural Certificate from an accredited engineer approved by the Owners Corporation. If the works are non-structural and largely confined within the Unit Subsidiary (for example an air-conditioning unit mounted on the floor of a balcony or courtyard) approval may be given by the Executive Committee. For works that may impact on many owners (for example a Vergola), the matter will be referred to the owners corporation as a Special Resolution (requires 66% majority). Works may not proceed until all approvals are received and the Executive Committee authorises the Works.

ALTERATIONS AND ERECTIONS APPLICATION FORM

VIRIDIAN – UNIT PLAN 2839 KINGSTON

(Completed applications should be lodged with the Owners Corporation Manager)

DOCUMENTATION

All applications must be accompanied by sufficient information to allow the Executive Committee to make a decision. This includes:

a. Sketches or plans of the proposed modifications and its location.
b. A clear indication (with sketches if necessary) of what part of the structure will be visible from the windows of other Apartments or externally.
c. An indication of any special requirements that may cause disturbance to the residents of the complex during installation.
d. A sample of colours proposed to be used on Structures, accompanied where possible by colour charts or brochures to assist (statements such as matching colours are insufficient).
e. Certification from an appropriate practising consultant for the relevant application.
f. A Bond to be held by the Owners Corporation may be required for some modifications.

CONDITIONS OF APPROVAL

Once approval is given, owners will be responsible to ensure that the disturbance to all residents during installation is kept to a minimum. Work is only permitted Monday to Friday 9am – 5pm, Saturday 9am to 1pm and not on Sunday. Owners are required to use qualified tradespersons for all work requiring trade certification. It is important that owners make their installer aware of the following conditions when working at Viridian

a. Construction materials must not be dumped in basement bins or on any part of the complex itself, or on the adjacent nature strips, verges and parkland.
b. All common areas traversed by contractors must be protected, all care must be taken to avoid damage, and all rubbish removed: Avoid any damage to the water proof membrane of the balconies.
c. The Owners Corporation Manager must be notified before work commences and a schedule provided for the timing of the modification/addition.
d. ACTPLA approval may be required – evidence of approval must be provided
e. A pre and post inspection of common areas to be checked before and after work commences.
f. All building works are to comply with Work Covers' Occupational Health & Safety requirements as defined in the OH&S Act and regulations.

POST INSTALLATION

Where any damage to the common areas has occurred, the owner who makes an approved modification/addition is, as part of that approval, required to restore any damage to the common property to its original state at their cost.

The owner is responsible for the cost of the maintenance and upkeep of the modification/addition.

MODIFICATION/ADDITION APPLICATION Template

I/we ..... the owners of Apartment ..... seek the approval of the Executive Committee to the following modification(s)/addition(s) (if insufficient space, attach a separate list):

.....

.....

.....

We would like to commence the modification on .....

The following documents are provided in support of the application.

.....

.....

I/we

a. Have read the Modification/Additions Policy and Application Form issued by the Executive Committee and accept that the application will be assessed on that basis.

b. Accept the conditions of Approval set out above and in the Policy and agree to fully comply with them.

c. Indemnify the Viridian Body Corporate from any claims against insurance, damage, wear and tear, fault or defect associated with the building alterations being undertaken at the above address.

Signed ..... Date .....

Executive Committee Use only

The above application was considered by the Executive Committee on ....., and (tick which ever is applicable):

a) Approved. ☐

b) Approved subject to the attached conditions. ☐

c) Bond required to be held by Owners Corporation ☐

c) Referred to Special General meeting of the owners corporation ☐

d) Not Approved. ☐

Name .....Signed .....

On Behalf of the Executive Committee Date: .....

ACT Government
Justice and Community Safety

OFFICE OF REGU
ACT Justice and Community

SR$1952406 09/01/2015 15:34:29 MOULE
1952406

SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Link Strata Management	PO Box 154 CURTIN ACT 2605	02 62603722

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1740:60	KINGSTON	47, 53	7, 1 & 2	2839

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

Default Rules – Alteration to Rule 21. Owners Corporation Manager – change to appear as rule number 23
Addition to the rules – Rule 21 – Owners Corporation Insurance Excess
Alteration to Viridian Guidelines for Alterations and Erections – Hard Flooring
Alteration to – Alterations and Erections Application Form

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

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

COMMON SEAL OF OWNERS CORPORATION
(Seal must be affixed)

The Common Seal of The Owners Corporation Units Plan No 2839 ABN: 7980619120 was affixed in the presence of :

Maree Johnston

Maree Johnston – Business Manager

THE OWNERS OF UNITS PLAN NO: 2839 Common Seal

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

Signature	Signature Maree Johnston
Full Name (Block Letters) **Janelle Adams – Strata Manager**	Full Name (Block Letters) **Maree Johnston – Business Manager**
Address C/- **PO Box 154 CURTIN ACT 2605**	Address **C/- PO Box 154 CURTIN ACT 2605**
Office Held – **Link Strata Management**	Office Held – **Link Strata Management**

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/~~Resolution/Motion~~
Data entered by			
Registered by		Registration Date	15 JAN 2015

It was **Resolved** at the Owners Corporation Units Plan No 2839 Annual General Meeting dated 25 November 2014 to adopt the new default rules with the following additions and amendments with minor spelling and grammatical corrections:

Alteration to **Rule 21 – Owners Corporation Manager** – To appear as - Rule number 23,

Additional Rule - **Rule 21 – Owners Corporation Insurance excess**: - To read as follows:

In the event of a leak from an undetermined source, the Unit Owner affected is to report in writing to the Strata Manager in the first instance so that necessary initial investigations can be conducted by the Owners Corporation. The Owners Corporation will undertake the investigative works and will pay for all costs associated for those investigations. The Executive Committee will then determine further actions and/or repairs required i.e. ownership of leak by unit Owner or the Owners Corporation.

The Owners Corporation will be liable for the insurance excess if claimable, or the resultant repair is deemed from common property. (e.g. balcony or roof). However, if the resultant damage is within a unit then the Unit Owner who caused the damage is liable for the insurance excess or subsequent repairs if not claimable or the claim is less than the excess.

Alteration to - Viridian Guidelines and erections – Hard Flooring – to read as follows:

Hard Flooring

If a unit holder is considering replacing floor coverings, the unit holder must ensure that the replacement material is of an acceptable level of acoustic resilience.

An acceptable level of acoustic resilience means that the impact sound pressure level of the installed floor covering shall not exceed 45dB (AAAC 5 Star), measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

These finishes must be laid by suitably qualified tradesmen on a suitable acoustic underlay. By way of guidance, the following acoustic underlay products have been independently tested and meet the above requirement:

1. Acoustica AngelStep
2. RegupolBA 17/8mm
3. Embleton Impactamat 7mm
4. Quiet Step Combi-lay

[Please note that as commercial products and specifications may change, you should check the relevant product websites and provide up to date information].

The unit holder must before installing hard flooring:

1. Seek permission from the Owner's Corporation to proceed – by completing the modification/addition application form;
2. Provide the Owner's Corporation Manager with information showing that the materials used will achieve the noise transmission requirements;
3. Provide the Owner's Corporation (OC) Manager, or an agent thereof, with written authorisation to enter the unit (prior to the flooring being laid) for the purpose of inspecting the underlay to ensure the correct materials and installation method has been used, should the OC deem this necessary; and
4. Upon completion of the works, provide the Owner's Corporation Manager with evidence of the acoustic insulation material used and that they have been installed in accordance with the manufacturer's procedures

If the Unit Holder is unable to comply with requirement 4, then the Unit Holder will be required to contract, at his or her own cost, a member of the Association of Australian Acoustical Consultants to perform an Acoustic Isolation Test to verify the noise transmission requirement has been met.

If the unit holder fails to adhere to these conditions for the installation of hard flooring, then the Owner's Corporation may require the removal and replacement the flooring at the unit holder's cost.

Further information on product ratings is available on the relevant product websites.

THE OWNERS-UNITS PLAN No. 2839
Common Seal
*

Alteration to – Alterations and Erections Application Form – to read as follows:

ALTERATIONS AND ERECTIONS APPLICATION FORM

VIRIDIAN – UNIT PLAN 2839 KINGSTON

(Completed applications should be lodged with the Owners Corporation Manager)

DOCUMENTATION

All applications must be accompanied by sufficient information to allow the Executive Committee to make a decision. This includes:

a. Sketches or plans of the proposed modifications and its location.
b. A clear indication (with sketches if necessary) of what part of the structure will be visible from the windows of other Apartments or externally.
c. An indication of any special requirements that may cause disturbance to the residents of the complex during installation.
d. A sample of colours proposed to be used on Structures, accompanied where possible by colour charts or brochures to assist (statements such as matching colours are insufficient).
e. For hard (timber) flooring, please refer to the Viridian Articles for details of the noise suppression requirements for the complex. Include details of the acoustic underlay to be used and documentation showing its conformity with Viridian's noise transmission guidelines.
f. Certification from an appropriate practising consultant for the relevant application.
g. A Bond to be held by the Owners Corporation may be required for some modifications.

CONDITIONS OF APPROVAL

Once approval is given, owners will be responsible to ensure that the disturbance to all residents during installation is kept to a minimum. Work is only permitted Monday to Friday 9am – 5pm, Saturday 9am to 1pm and not on Sunday. Owners are required to use qualified tradespersons for all work requiring trade certification. It is important that owners make their installer aware of the following conditions when working at Viridian

a. Construction materials must not be dumped in basement bins or on any part of the complex itself, or on the adjacent nature strips, verges, and parkland.
b. All common areas traversed by contractors must be protected, all care must be taken to avoid damage, and all rubbish removed: Avoid any damage to the water proof membrane of the balconies.
c. The Owners Corporation Manager must be notified before work commences and a schedule provided for the timing of the modification/addition.
d. ACTPLA approval may be required – evidence of approval must be provided
e. A pre and post inspection of common areas to be checked before and after work commences.
f. All building works are to comply with Work Covers' Occupational Health & Safety requirements as defined in the OH&S Act and regulations.

POST INSTALLATION

Where any damage to the common areas has occurred, the owner who makes an approved modification/addition is, as part of that approval, required to restore any damage to the common property to its original state at their cost.

The owner is responsible for the cost of the maintenance and upkeep of the modification/addition.

MODIFICATION/ADDITION APPLICATION

I/we ..... the owners of Apartment ..... seek the approval of the Executive Committee to the following modification(s)/addition(s) (if insufficient space, attach a separate list):

.....

.....

.....

We would like to commence the modification on .....

The following documents are provided in support of the application (for timber flooring, include details of acoustic underlay to be used).

.....

.....

I/we

g. Have read the Modification/Additions Policy and Application Form issued by the Executive Committee and accept that the application will be assessed on that basis.

h. Accept the conditions of Approval set out above and in the Policy and agree to fully comply with them.

i. Indemnify the Viridian Body Corporate from any claims against insurance, damage, wear and tear, fault or defect associated with the building alterations being undertaken at the above address.

j. For timber flooring, agree to provide a tax invoice to the Strata Manager documenting the acoustic underlay materials used.

Signed ..... Date .....

Executive Committee Use only

The above application was considered by the Executive Committee on ....., and (tick whichever is applicable):

a)	Approved.	□
b)	Approved subject to the attached conditions.	□
c)	Bond required to be held by Owners Corporation	□
c)	Referred to Special General meeting of the owners corporation	□
d)	Not Approved.	□

Name .....Signed .....

On Behalf of the Executive Committee Date: .....

THE OWNERS-UNITS PLAN No: 2839 Common Seal

Units Plan No. 2839

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 25 November 2014

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

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

--25 November 2014-----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.

.....2 December 2014.....

.....*Anthony Johnston*..... *Signature*

.....Manager for Units Plan **2839**..... *Designation*

..... Seal

Units Plan No. 2839

Minutes of the Annual General Meeting
Held On 25 November 2014 at 6:00pm at
East Lakes Football Club, 3 Oxley Street, Canberra ACT

Present: Viridian Properties (Mr David Gray) – Units 9, 14, 15,
Mrs M Snell – Units 28, 30, 136, 137, 138, 163, 168, 169, 170, 171, 172, 173
Mr and Mrs Bolton –Unit 36, Ms C Symington – Unit 52, Mr G & Mrs J Owens – Unit 74,
Mr P & Mrs C Pistoor – Unit 78, Mr W Laba – Unit 87, Mr P Malcolm – Unit 100,
Mr R Goldberg & Mr W Curry – Unit 106, Ms R Navin – Unit 109, Ms R George – Unit 110
Mr R & Mrs H Donaldson - Unit 112, Mr M & L Fleming – Unit 121,
Mr J Redgrove – Unit 123, Mr G Spackman – Unit 124,
Mr & Mrs Drew – Unit 148, Mr A Gough – Unit 154, Mrs S Buckingham – Unit 155,
Dr F Winnett – Unit 164.

Apologies: Mr J Pennay – Unit 126

In Attendance: Mr A Johnston (Link Strata Management).

Proxies/Absentees:

Lot No.	***Proxy Appointed***
Unit 48	Chairperson (directed vote)
Unit 57	Chairperson
Unit 87	Wojciech Laba
Unit 98	Chairperson (directed vote)
Unit 101	Chairperson
Unit 108	Mr W Curry & Mr R Goldberg (directed vote)
Unit 119	Absentee Vote
Unit 161	Chairperson (directed vote)
Units 28, 30, 136, 137, 138, 163, 168, 169, 170, 171, 172, 173	Mrs M Snell

1. Preliminaries

The meeting opened at 6:10 pm, and Mr W Curry was appointed as Chairperson. Mr Curry advised that all documents were on the portal and should owners have difficulty in accessing the portal they should contact Link Strata Management.

Secretarial Note:
The Chairperson requested that the attendance register be signed.

A quorum was not present. In accordance with The Unit Titles (Management) Act 2011 the minutes to be circulated and unless a petition, signed by the majority of people entitled to vote, is received within 28 days of the decision date the resolutions are taken as being passed.

THE OWNERS-UNITS PLAN No. 2839
Common Seal

Units Plan No. 2839

2. Proxy Votes

Mr Johnston advised the meeting that proxies had been recorded and directed proxies votes would be taken into account during the voting process.

3. Minutes of the previous Annual General Meeting

Motion 1 - Minutes of the previous Annual General Meeting:

It was resolved to adopt the minutes of the previous Annual General Meeting dated 27th November 2013 as presented.

Motion Carried

4. Financial report

Motion 2 - Financial Statements:

It was resolved that the financial statements and reports for the period 01/11/13 to 31/10/14 be accepted as presented.

Motion Carried

5. Budget

Motion 3 (a) - Proposed Administrative Fund Expenditure Budget:

It was resolved that that the proposed Administrative Fund expenditure budget of $461,150 excluding GST be adopted.

Motion Carried

Motion 3 (b) - Proposed Administrative Fund Levy Contribution:

It was resolved that that the levy contributions of $425,000 excluding GST be adopted, and that they be payable in equal quarterly instalments being 1 January 2015, 1 April 2015, 1 July 2015 and 1 October 2015.

Motion Carried

Sinking Fund Discussion

Mr Curry provided a brief summary of the implementation of the key and fob system undertaken in the past year and the proposed work on the next phase of the security upgrade project and following questions from the floor the motions were put to the meeting.

Motion 4 (a) – Upgrade Security System:

It was resolved that that the proposed upgrade of the security system be accepted and the amount be expended from the sinking fund.

Motion Carried

Motion 4 (b) – Proposed Sinking Fund Expenditure Budget:

It was resolved that that the proposed Sinking Fund expenditure budget of $68,500 excluding GST be adopted.

Motion Carried

Motion 4 (c) - Sinking Fund Levy Contribution:

It was resolved that that the levy contributions of $72,000 excluding GST be adopted and that they be payable in equal quarterly instalments being 1 January 2015, 1 April 2015, 1 July 2015 and 1 October 2015.

Motion Carried

Units Plan No. 2839

Secretarial Note: Levies to be due as follows:

Period	***Due Date***
From 1 January 2015 to 31 March 2015	*1 January 2015*
From 1 April 2015 to 30 June 2015	*1 April 2015*
From 1 July 2015 to 30 September 2015	*1 July 2015*
From 1 October 2015 to 31 December 2015	*1 October 2015*

6. Election of Committees:

Motion 5 (a) – Election of Executive Committee for 2014/2015:
It was resolved that the following owners comprise the Executive Committee:

Mr W Curry, Mr G Stone, Mrs J Owens, Mr G Spackman, Mr P Pistoor, Mr R Donaldson, Mr J Redgrove.

Motion Carried

The meeting also thanked the Committee for their good work.

Motion 5 (b) – Election of Garden Sub-Committee for 2014/2015:
It was resolved that the following owners comprise the Garden Sub-Committee:

Mr R Goldberg, Mrs K Spackman, Mr P Malcolm, Ms R Navin, Mrs J Redgrove.

Motion Carried

Motion 5 (c) – Election of Security Sub-Committee for 2014/2015:
It was resolved that the following owners comprise the Security Sub-Committee:

Mr R Goldberg, Mr G Stone & Mr M Buchtmann subject to availability.

Motion Carried

7. Rules of the Owners Corporation:

Motion 6 – Amend Rules:
Mr Curry provided a brief description of the changes being proposed and following general discussion and questions from the floor **it was resolved** by special resolution that the following proposed additions and alterations to the Rules be adopted as presented, subject to minor spelling and grammatical corrections:

- Alter Rule 21 – Owners Corporation Manager - Change to appear as Rule number 23
- Addition to the Rules - Rule 21 – Owners Corporation Insurance Claim excess
- Alteration to - Viridian: Guidelines for Alterations and Erections– Hard Flooring
- Alteration to - Alterations and Erections Application Form.

Motion Carried as Special Resolution

THE OWNERS UNITS PLAN No. 2839
Common Seal

Units Plan No. 2839

Other Business:

- **Safety/Security of Owners:** A question was put to the meeting on access to units in case of an emergency. Following general discussion it was agreed that emergency services would be able to gain necessary access if required.

- **Toilet Cisterns:** An owner advised that Harvey Norman stores stock replacement parts for the cisterns and there is no need to cut holes in the internal walls of units. EC to put a notice on the notice board.

- **Pet Register:** It was agreed that the Strata Managers would verify pets within the complex on an annual basis to ensure that the pet register is current and relevant.

There being no further business, the meeting closed at 7:05 pm.

Rules – Units Plan 2839 Viridian
November 2014

Accepted AGM 25 November 2014

INTRODUCTION

In order to provide an attractive and safe environment for both residents and commercial businesses operating within the Viridian complex the following Rules have been compiled. They provide guidelines for the general well-being, convenience, comfort and privacy of residents (and their guests) and businesses (and their clients).

Based on the default rules laid down in Schedule 4 of the *Unit Titles (Management) Act 2011*, as amended by the Viridian Owners Corporation, these Rules apply to all owners and residents. Where owners lease their units, these Rules shall be included as an integral part of any lease or other letting arrangements between an owner/agent and tenant.

1 Definitions

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Building at Viridian, including ACTPLA.

Building means all the buildings situated at Blocks 1, 2 & 7 Section 47 and 53 Kingston.

Insurance means:

a) public liability insurance in the sum of $20,000,000;

b) insurance required to the value of the Works, (if necessary); and

c) workers' compensation insurance.

Unit means any unit in Units Plan 2839.

Owner, occupier or user means the owner of the respective Unit from time to time (including any subsequent owner due to a transfer of ownership of the Unit).

Executive Committee means the executive committee of the corporation established under section 34 of the Unit Titles (Management) Act 2011.

Executive committee representative means a person authorised in writing by the executive committee under rule 19(4).

Owners Corporation means the owners corporation created by the registration of Units Plan 2839.

Structure means all that part of the building directly surrounding or within a unit including external walls, internal load-bearing walls, structural ceilings, floors and all parts of Common Property and Unit subsidiaries.

Works means any works including any renovations, improvements, installations, repairs, additions or any other works to the Unit that:

may impact on the structure of the building or

may have the potential to cause a nuisance or annoyance to other unit owners either while the works are in progress or after completion or

are to be permanently attached to either the common property or a unit subsidiary or

may affect the external appearance of the unit

Bond means an amount of money being up to an amount of $10,000 as determined by the executive committee in its absolute discretion having regard to the scope, nature and duration of the Works.

A word or expression in the Act has the same meaning in these rules.

2 Payment of rates and taxes by unit owners

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

THE OWNERS UNITS PLAN No. 2839 Common Seal

3 Repairs, maintenance and damage

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

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

(3) A unit owner or occupier of a Unit must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property.

(4) Unit owners or occupiers are responsible for any damage to common property or the property of other units caused by themselves, their guests or trades people and service personnel engaged by them either directly or indirectly.

4 Erections and alterations

(1) (a) For units with only a residential use allowed, a unit owner may erect or alter any structure in or on the unit or the common property only in accordance with the express permission of the executive committee and in accordance with established guidelines as approved by the owners corporation.

(b) For units allowed a non-residential use, no consent is required for the erection or alteration of any fit out within the unit provided such erection or alteration is in accordance with any law enforced in the Territory applicable in the circumstances. However, if the erection or alteration affects the structure of the common property, the express permission of the executive committee is required.

Rule 4 (1) can only be changed in future by way of an unopposed resolution of the Owners Corporation.

(2) Further to (1) (a) above it is to be understood that the replacement of any floor covering with tiles, floorboards or any other form of hard flooring are considered to be included.

(3) Detailed requirements for Erections and Alterations are listed in Appendix A.

A document entitled "Guidelines for Building Works (November 2014)" provides further information for undertaking works. This document is available via the Viridian Website (www.viridianatkingston.com) or through the Owners Corporation Manager.

5 Use of Common Property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit. This includes no For Sale/For Lease signs being erected on common property or property managed by the Owners Corporation. This will help maintain the aesthetics of the complex and reduce a Public Liability issue.

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This is especially relevant between 10 pm and 8 am.

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

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

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

9 Animals

Details are contained with Section 32 of the Unit Titles (Management) Act 2011

(1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the express permission of the Executive Committee.

(2) Owners seeking permission should apply to the Manager who will forward it to the adjoining unit owners for comment prior to it going to the Executive Committee for consideration.

(3) The Executive Committee may give permission under this section, with or without conditions. However, permission will not be unreasonably withheld.

(4) Should an animal cause a nuisance to others, a complaint may be made to the Executive Committee for consideration and permission to keep an animal may be revoked.

(5) Feeding of wild birds has the potential to attract an array of species including potential pests such as sparrows, Indian mynahs and pigeons. Residents are requested not to feed wild birds on balconies, in courtyards or on common property.

10 Illegal use of unit

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

11 Smoking

(1) Unit owners or occupiers must not dispose of cigarette butts on balconies or any Common Property or gardens. Smoking of any substance (e.g. tobacco, cannabis) affects the amenity and health of others (see Rules 6 and 7).

(2) Smoking is prohibited on Common Property, such as underground car parks, stairwells, lifts and the outside grounds and garden areas.

12 Vehicles and Parking

(1) Vehicles must not stand for an excessive period adjacent to the garage sliding doors. Drivers should take extra care on approaches to and within the car parks.

(2) All vehicles must be parked in the car space(s) allocated to the respective Unit.

13 Garbage/Recycling

Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the carparks as well as adjacent to the commercial area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling.

Care needs to be taken to avoid contamination of the recycling materials with garbage and other wastes. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all residents and workers is essential.

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(1) Bulky items that can be recycled (such as removalist cartons or packaging around furniture) must be disposed of at the appropriate recycling station. The closest stations are at Mugga Lane and Phillip.

(2) Other household items (such as bedding, furniture, computers, refrigerators, ovens etc) and trade wastes (such as tiles, timber, plasterboard etc) must be disposed of at an appropriate waste disposal station.

(3) Owners or occupiers failing to comply with these rules on the handling of garbage and recycling that causes the need for additional collections or clean up will be held liable for the costs involved.

14 Appearance

(1) Air drying clothes reduces both the use of fossil fuels and the production of green house gases but can also be unsightly. To achieve a balance, these Rules permit the drying of clothes on balconies and courtyards provided this is carried out on small, neat, portable clothes racks. The use of fixed clothes lines or temporary ropes is not permitted.

(2) The visual amenity of Viridian is reduced by inappropriate placement of items on balconies and courtyards. The use, in these places, of indoor furniture such as lounges is not permitted, and rugs, mats, blankets or clothing should not be draped over balcony railings or courtyard walls. Hammocks may not be hung from metal framework.

(3) Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(4) Planter boxes and pot plants must be kept within the boundary of the Unit.

(5) A unit owner or occupier of a unit must not, without the express permission of the Executive Committee, maintain within the unit anything visible from outside the unit that, viewed from outside the unit, is not in keeping with the rest of the building.

15 Security

Security is provided through key or swipe card entry to external security doors; separate keyed entry that provides access to stairwells and individual units; swipe card entry to lifts to the relevant floors; and remote controllers to enter underground car parks.

(1) Entry doors to the residential component of the complex are to be kept locked at all times and fire doors must not be propped open or interfered with in any way.

(2) Lost cards and remote controllers must be reported to the Owners Corporation Manager. Additional or replacement cards and remotes may be obtained, at cost to the owner or occupier, and all requests should be directed to the Owners Corporation Manager.

16 Safety

(1) A unit owner or person authorised by the owner may install:

(a) any locking or other safety device for the protection of the owners Unit against intruders; security screens to balconies may be installed without reference to the Executive Committee, provided the colour is charcoal.

(b) any screen or device to prevent entry of animals or insects on the Unit;

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance in keeping with the appearance of the rest of the building.

17 Planting of Trees

The planting and maintenance of trees in unit courtyard garden beds has potential to adversely impact on structures such as retaining walls, car park, courtyard walls and potentially adversely impact on the vista from neighbouring apartments. Cordyline australis (both normal and red `dwarf` varieties) and `Mop Top` Robinia pseudoacacia are examples of trees that have been planted that will cause problems.

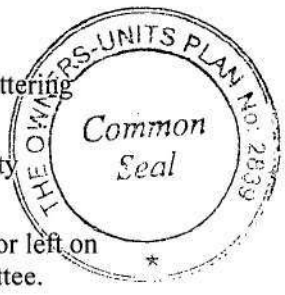
(1) The size of trees and shrubs that can be planted in courtyards must be limited to 2.5 m above the top of the garden bed and have a diameter of no more than 15 cm at 0.3 m above the top of the garden bed.

18 General

In order to maintain the amenity of the area residents and visitors are asked to avoid littering (including cigarette butts) within the complex or onto other residents property.

(1) The Owners Corporation cannot accept responsibility for any personal property removed, damaged, or stolen from common property areas.

(2) Items that are not the property of the Owners Corporation must not be stored or left on common property without the express permission from the Executive Committee.



19 What may an executive committee representative do?

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

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

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

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

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

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

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

(4) The executive committee may give a written authority to a person to represent the corporation under this rule.

20. Recoupment of Costs of Debt Collection

(1) If the owners corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011 then, provided the legal or administrative action was commenced by the owners corporation in good faith, the unit holder shall, be liable to pay the owners corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

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

(3) Notwithstanding clause 1, the owners corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the owners corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the owners corporation, receipts to evidence the amount due or paid by the owners corporation. If the unit holder fails to pay the legal fees or other costs in accordance with clause 1, the owners corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

21. Owners Corporation Insurance Excess

In the event of a leak from an undetermined source, the Unit Owner affected is to report in writing to the Strata Manager in the first instance so that necessary initial investigations can be conducted by the Owners Corporation. The Owners Corporation will undertake the investigative works and will pay for all costs associated for those investigations. The Executive Committee will then determine further actions and/or repairs required i.e. ownership of leak by unit Owner or the Owners Corporation.

The Owners Corporation will be liable for the insurance excess if claimable, or the resultant repair is deemed from common property. (e.g. balcony or roof). However, if the resultant damage is within a unit then the Unit Owner who caused the damage is liable for the insurance excess or subsequent repairs if not claimable or the claim is less than the excess.

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22. Seal of Owners Corporation

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act 2011; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

23. Owners Corporation Manager

The Owners Corporation is currently managed by:

Link Strata Management

Phone: 02 6260 3722 Email: admin@linkservices.com.au

The Viridian website is www.viridianatkingston.com

Appendix A – Detailed Requirements for Erections and Alterations

1. GENERAL CONDITIONS

1. An Owner must not carry out any Works whatsoever without the prior written consent of the Owners Corporation or its Executive Committee.
2. All Works permitted and completed will be registered on a Register that will be available to all members of the owner's corporation.

(a) CONDITIONS AND RIGHTS – BEFORE COMENCEMENT

Before commencement of the Works the Owner must:

i. prepare and provide to the Owners Corporation plans of the proposed Works;

ii. obtain all necessary approvals/consents/permits from any Authorities and provide a copy of each to the Owners Corporation;

iii. obtain written approval for the location, type, appearance, construction materials and size of the Works from the Owners Corporation, such approval not to be unreasonably withheld (and in this regard the Executive Committee is expressly authorised to give approvals on behalf of the Owners Corporation);

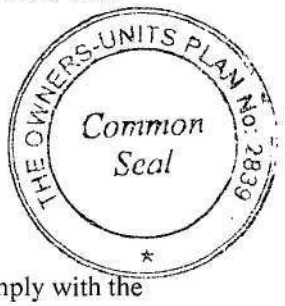
iv. give and obtain such written consents in such form as may be required by the Owners Corporation;

v. ensure that any Works which are visible from outside the Unit are in keeping with the rest of the Building and its amenity and be consistent in symmetry, size, shape, colour, appearance, and design of the Building and other works existing (and approved by the Owners Corporation) at the Building as viewed from the front or back of the Building from time to time;

vi. obtain all necessary approvals/consents/permits from any Authorities and provide a copy to the Owners Corporation;

vii. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation; and

viii. effect and maintain Insurance and provide a copy to the Owners Corporation;



(b) CONDITIONS AND RIGHTS –DURING INSTALLATION

Whilst the Works are in progress the Owner of the Unit at the relevant time must:

i. use duly licensed employees, contractors or agents to conduct the Works;

ii. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

iii. use design, materials and colours consistent with the Building's and other approved works' appearance, such that a reasonable person would deem such design, materials and colours to be consistent with the Building's and other approved works' appearance if the Works are visible from outside of the Unit;

iv. use reasonable endeavours to cause as little disruption as possible;

v. perform the Works during times reasonably approved by the Owners Corporation;

vi. perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;

vii. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

viii. protect all affected areas of the building outside the Unit from damage relating to the Works or the transportation of construction materials, equipment and debris;

ix. ensure that the Works do not interfere with or damage the common property or the property of any other Unit owner other than as approved in this rule and if this happens the Owner must rectify that interference or damage within a reasonable period of time;

x. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 24 hours of any reasonable request from the Owners Corporation (for clarity more than one inspection may be required); and

xi. not vary or increase the scope of the Works or modify any plans in respect of the Works submitted to the Owners Corporation or modify them or any approvals/consents/permits of any Authority without first obtaining the consent in writing from the Owners Corporation (and in this regard the executive committee is expressly authorised to give consents on behalf of the Owners Corporation);

xii. comply with the directions of the Owners Corporation and any Authority concerning the performance of the Works; and

xiii. Observe the Rules in force for this strata scheme.

(c) CONDITIONS AND RIGHTS –AFTER CONSTRUCTION

After the Works have been completed the Owner must without unreasonable delay:

i. notify the Owners Corporation that the Works have been completed;

ii. notify the Owners Corporation that all damage, if any, to Unit and common property caused by the Works and not permitted by this by-law has been rectified;

iii. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;

iv. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and

v. the Owners Corporation's right to access the Unit arising under this sub-rule expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

(d) CONDITIONS AND RIGHTS –ENDURING RIGHTS AND OBLIGATIONS

The Owner:

(i) must maintain, replace and keep in good and serviceable repair the Works;

(ii) must maintain and upkeep those parts of the common property in contact with the Works;

(iii) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia;

(iv) remains liable for any damage to Unit or common property (including the Unit) arising out of the Works; and

(v) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works (including their installation or use).

(e) CONDITIONS AND RIGHTS - DEFAULT BY THE OWNER

If the Owner fails to comply with any obligation under these guidelines, then the Owners Corporation may, following reasonable notice:

(i) carry out all work necessary to perform that obligation;

(ii) enter upon any part of the Unit to carry out that work; and

(iii) recover the costs of carrying out that work from the defaulting Owner.

(f) CONDITIONS AND RIGHTS - APPLICABILITY

For the avoidance of doubt, the benefits and burdens of these guidelines pass to any and all future Owners of a respective Unit.

THE OWNERS-UNITS PLAN No. 2839 Common Seal *

2. MONETARY BOND FOR WORKS TO UNITS

(a) POWERS OF THE OWNERS CORPORATION

The Owners Corporation or its Executive Committee shall have the following additional powers, authorities, duties and functions to be exercised reasonably:

i. to impose on an Owner a condition that a Bond be paid to it as a condition of the consent to carry out Works;

ii. to decide from time to time the amount of the Bond on a case by case basis;

iii. to collect the Bond before Works are commenced;

iv. to hold the Bond in a separate account to be established for the purpose;

v. to refund the Bond, less any bank fees and charges, to the Owner at the completion of the Works if no damage to common property has been caused by the Works.

vi. to delegate to an appropriately qualified person (paid for by the owner) nominated by the Executive Committee the function of assessing the extent of damage (if any) to the common property caused by the Works;

vii. to delegate to any person nominated by the Executive Committee the power to enter on to any part of the Unit to access the damage referred to in this clause; with reasonable notice to the owner;

viii. to withhold all or any part of the Bond from the Owner if the Executive Committee has assessed that damage to the common property has occurred due to the Works;

ix. to appropriate so much of the Bond as is required to rectify the damage to the common property that (in the reasonable opinion of the Executive Committee) has been caused by the Works;

x. to enter on to any part of the Unit to carry out the rectifications pursuant to this by-law;

xi. to demand from the Owner any shortfall in the funds required to rectify the damage to the common property in accordance with this by-law; and

xii. to recover any shortfall in funds required to rectify the damage as a debt in a Court of competent jurisdiction.

Viridian: GUIDELINES FOR ALTERATIONS AND ERECTIONS (November 2014)

Introduction

This document presents guidelines to assist those owners wishing to carry out building works. If more information is required please consult the owner's corporation Manager (Link Strata Management) (02) 6260 3722.

Building works of any kind that will be permanently attached to either any Common Property or Unit Subsidiary or in any way is likely to affect the structure of a unit or the external appearance of a unit may require approval from ACTPLA and input from the Viridian architect. These works must be considered by the Executive Committee and an application form (copy attached) must be completed and provided to the Owners Corporation Manager. Details must be provided of construction methods if work is to be carried out on common property (specifically wall removal, any services e.g. plumbing/gas/electrical/air conditioning) or installing hard floors.

Copies may also be obtained from the Owners Corporation Manager or on-line at www.viridianatkingston.com .

Sufficient time should be allowed to ensure that appropriate consideration can be given to the application.

If you are working with a designer or architect, include copies of their plans with the application. Otherwise attach a written description of the work including as much detail as you can.

Security Bond Deposit

Before any major building work commences you may be asked to lodge with the Owners Corporation Manager a minimum refundable bond of $1,000 as security against damage to common property areas. This could be as high as $10,000 for more complex building works that are likely to impact on the building structure. The Owners Corporation Manager will arrange an inspection before the work commences. Another inspection will be arranged at the end of the work and any security bond will be returned to you less the cost of repairing any damage sustained during the work.

Tradespeople

You must use qualified, reputable, licensed contractors approved by the Owners Corporation. They must be insured (copies of their relevant insurances to be provided) and conversant with the applicable Territory laws. They will be deemed to be under your supervision at any time they are in the building. At least 2 days prior to the commencement of work you must arrange with the Owners Corporation Manager for your workers to access the building and park their vehicles. They must comply with all reasonable demands by the Owners Corporation Manager concerning these arrangements. All contractors in the building (including removalists) must share access to the lifts in a reasonable fashion.

Work Hours

Building work is permitted only from 8.00am to 4.00pm Monday to Friday and from 9.00am to 1.00pm Saturday. No work is allowed on Sundays or public holidays. Silent works (eg. painting) may take place at any time if there is no impact on neighbouring apartments. Noisy works (eg. concrete drilling, constant hammering etc) must not start before 9.00am and are not permitted at all on weekends. You must give the Owners Corporation Manager 48 hour's written notice of any noisy works so your neighbours can be warned. Extremely noisy equipment such as jackhammers, rotary hammer drills, and similar may only be used for A SINGLE FOUR-HOUR PERIOD IN ANY GIVEN WEEK. It is your responsibility to ensure that enough labour and equipment is provided to carry out the required task within this four hour period.

THE OWNERS - UNITS PLAN No. 2839 Common Seal

Housekeeping

For work inside your unit your apartment door must be closed at all times during building works to prevent the egress of dust. Your tradesmen must lay designated protective mats on all carpets between the lift or foyer and your apartment door and remove them after each refuse move. Hallways and lifts are to be inspected prior to leaving each day and cleaned and/or vacuumed by you or your contractors if necessary. Cleaning directions from the Owners Corporation Manager must be carried out promptly. If the building's cleaners are subsequently required to clean any such areas you will be billed for the expense. You must arrange privately for the removal of all building refuse. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

Hard Flooring

If a unit holder is considering replacing floor coverings, the unit holder must ensure that the replacement material is of an acceptable level of acoustic resilience.

An acceptable level of acoustic resilience means that the impact sound pressure level of the installed floor covering shall not exceed 45dB (AAAC 5 Star), measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

These finishes must be laid by suitably qualified tradesmen on a suitable acoustic underlay. By way of guidance, the following acoustic underlay products have been independently tested and meet the above requirement:

1. Acoustica AngelStep
2. RegupolBA 17/8mm
3. Embleton Impactamat 7mm
4. Quiet Step Combi-lay

[Please note that as commercial products and specifications may change, you should check the relevant product websites and provide up to date information].

The unit holder must before installing hard flooring:

1. Seek permission from the Owner's Corporation to proceed – by completing the modification/addition application form;
2. Provide the Owner's Corporation Manager with information showing that the materials used will achieve the noise transmission requirements;
3. Provide the Owner's Corporation (OC) Manager, or an agent thereof, with written authorisation to enter the unit (prior to the flooring being laid) for the purpose of inspecting the underlay to ensure the correct materials and installation method has been used, should the OC deem this necessary; and
4. Upon completion of the works, provide the Owner's Corporation Manager with evidence of the acoustic insulation material used and that they have been installed in accordance with the manufacturer's procedures

If the Unit Holder is unable to comply with requirement 4, then the Unit Holder will be required to contract, at his or her own cost, a member of the Association of Australian Acoustical Consultants to perform an Acoustic Isolation Test to verify the noise transmission requirement has been met.

If the unit holder fails to adhere to these conditions for the installation of hard flooring, then the Owner's Corporation may require the removal and replacement the flooring at the unit holder's cost.

Further information on product ratings is available on the relevant product websites.

- **Bathroom tiles**, due to the possible damage to water proofing membranes, details of the replacement of these tiles must first be assessed by the Executive Committee.

Minor Works

Minor works such as the painting of walls or minor changes within the unit that have no impact on the structure or appearance of the building or have no impact on common property or the Unit Subsidiary do not require specific approval as blanket approval for such works has been given.

Substantial Works

Works that may have an impact on the structure or have the potential to cause a long-term nuisance to other Unit Owners (such as replacing carpet with a hard floor) or causing significant short-term nuisance (such as noise in undertaking the works) requires approval. An application must be lodged with the owners corporation manager. Approval for such works would normally be referred to the Executive Committee.

More Complex Work

Any work that involves a Common Property wall or a Unit Subsidiary requires an application to be lodged and a Monetary Bond may be required. Approval may require approval from ACT Planning and Land Authority (ACTPLA) and may require a Structural Certificate from an accredited engineer approved by the Owners Corporation. If the works are non-structural and largely confined within the Unit Subsidiary (for example an air-conditioning unit mounted on the floor of a balcony or courtyard) approval may be given by the Executive Committee. For works that may impact on many owners (for example a Vergola), the matter will be referred to the owners corporation as a Special Resolution (requires 66% majority). Works may not proceed until all approvals are received and the Executive Committee authorises the Works.

ALTERATIONS AND ERECTIONS APPLICATION FORM

VIRIDIAN – UNIT PLAN 2839 KINGSTON

(Completed applications should be lodged with the Owners Corporation Manager)

DOCUMENTATION

All applications must be accompanied by sufficient information to allow the Executive Committee to make a decision. This includes:

a. Sketches or plans of the proposed modifications and its location.

b. A clear indication (with sketches if necessary) of what part of the structure will be visible from the windows of other Apartments or externally.

c. An indication of any special requirements that may cause disturbance to the residents of the complex during installation.

d. A sample of colours proposed to be used on Structures, accompanied where possible by colour charts or brochures to assist (statements such as matching colours are insufficient).

e. For hard (timber) flooring, please refer to the Viridian Articles for details of the noise suppression requirements for the complex. Include details of the acoustic underlay to be used and documentation showing its conformity with Viridian's noise transmission guidelines.

f. Certification from an appropriate practising consultant for the relevant application.

g. A Bond to be held by the Owners Corporation may be required for some modifications.

CONDITIONS OF APPROVAL

Once approval is given, owners will be responsible to ensure that the disturbance to all residents during installation is kept to a minimum. Work is only permitted Monday to Friday 9am – 5pm, Saturday 9am to 1pm and not on Sunday. Owners are required to use qualified tradespersons for all work requiring trade certification. It is important that owners make their installer aware of the following conditions when working at Viridian

a. Construction materials must not be dumped in basement bins or on any part of the complex itself, or on the adjacent nature strips, verges, and parkland.

b. All common areas traversed by contractors must be protected, all care must be taken to avoid damage, and all rubbish removed: Avoid any damage to the water proof membrane of the balconies.

c. The Owners Corporation Manager must be notified before work commences and a schedule provided for the timing of the modification/addition.

d. ACTPLA approval may be required – evidence of approval must be provided

e. A pre and post inspection of common areas to be checked before and after work commences.

f. All building works are to comply with Work Covers' Occupational Health & Safety requirements as defined in the OH&S Act and regulations.

POST INSTALLATION

Where any damage to the common areas has occurred, the owner who makes an approved modification/addition is, as part of that approval, required to restore any damage to the common property to its original state at their cost.

The owner is responsible for the cost of the maintenance and upkeep of the modification/addition.

THE OWNERS-UNITS PLAN NO. 2839
Common Seal

MODIFICATION/ADDITION APPLICATION

I/we ..... the owners of Apartment ..... seek the approval of the Executive Committee to the following modification(s)/addition(s) (if insufficient space, attach a separate list):

.....

.....

.....

We would like to commence the modification on .....

The following documents are provided in support of the application (for timber flooring, include details of acoustic underlay to be used).

.....

.....

I/we

a. Have read the Modification/Additions Policy and Application Form issued by the Executive Committee and accept that the application will be assessed on that basis.

b. Accept the conditions of Approval set out above and in the Policy and agree to fully comply with them.

c. Indemnify the Viridian Body Corporate from any claims against insurance, damage, wear and tear, fault or defect associated with the building alterations being undertaken at the above address.

d. For timber flooring, agree to provide a tax invoice to the Strata Manager documenting the acoustic underlay materials used.

Signed ..... Date .....

Executive Committee Use only

The above application was considered by the Executive Committee on ....., and (tick whichever is applicable):

a) Approved. ☐

b) Approved subject to the attached conditions. ☐

c) Bond required to be held by Owners Corporation ☐

c) Referred to Special General meeting of the owners corporation ☐

d) Not Approved. ☐

Name .....Signed .....

On Behalf of the Executive Committee Date: .....

ACT Government
Justice and Community Safety

LAND TITLES

OFFICE OF REG
ACT Justice and Community

SPECIAL F

BY OWNERS CO

SR$2011923 15/01/2016 13:16

2011923

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Link Strata Management	PO Box 154 CURTIN ACT 2605	02 62603722

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1740:60	KINGSTON	47, 53	7, 1 & 2	2839

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

Addition to the Rules - Rule 23 – Pluggable Electric Vehicles.
Alter Rule 23 –Owners Corporation Manager –Change number to appear as Rule 24
Alter Rule 15 – Security

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Other (specify) -	The Common Seal of The Owners Corporation Units Plan No 2839 ABN: 79806191295 was affixed in the presence of : Maree Johnston – Business Manager

THE OWNERS-UNITS PLAN No: 2839 Common Seal

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

Signature Anthony Johnston	Signature Maree Johnston
Full Name (Block Letters) **Anthony Johnston – Strata Manager**	Full Name (Block Letters) **Maree Johnston – Business Manager**
Address **C/- PO Box 154 CURTIN ACT 2605**	Address **C/- PO Box 154 CURTIN ACT 2605**
Office Held – **Link Strata Management**	Office Held – **Link Strata Management**

OFFICE USE ONLY

Lodged by	L	Annexures/Attachments	6 Minutes/Resolution/Motion
Data entered by	TS		
Registered by	L	Registration Date	10 FEB 2016

Units Plan No. 2839

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 2 December 2015

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

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

--2 December 2015-----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.

.....8 December 2015.....

.....Anthony Johnston..... *Signature*

.....Manager for Units Plan **2839**..... *Designation*

THE OWNERS-UNITS PLAN No: 2839
Common Seal
*

..... Seal

Units Plan No. 2839

THE OWNERS-UNITS PLAN No: 2839 Common Seal *

Minutes of the Annual General Meeting
Held On 2 December 2015 at 6:00pm at
East Lakes Football Club, 3 Oxley Street, Canberra ACT

Present: Mr G & Mrs J Owens – Unit 74, Mr P & Mrs C Pistoor – Unit 78, Mr B Lendon – Unit 88, Mr T Lawrie –Unit 98, Mr M Buchtmann – Unit 102, Mr G Stone – Unit 103, Mr R Goldberg & Mr W Curry – Unit 106, Ms R Navin – Unit 109, Mr T George – Unit 110, Mr R & Mrs H Donaldson - Unit 112, Mr R Harden – Unit 122, Mr G Spackman – Unit 124, Mr J Pennay – Unit 126, Ms M Bradshaw – Unit 133, Mr S Douglas & Ms T Mawer – Unit 147, Mr A & Ms J Gough – Unit 154, Mrs S Buckingham – Unit 155, Dr F Winnett – Unit 164.

Apologies: Nil

In Attendance: Mr A Johnston (Link Strata Management).

Proxies/Absentees:

Lot No.	*Proxy Appointed*		
Unit 20	Mr G Spackman	Unit 108	Mr W Curry (directed vote)
Unit 23	Chairperson (directed vote)	Unit 118	Chairperson
Unit 27	Chairperson	Unit 121	Mr G Spackman
Unit 32	Chairperson	Unit 123	Mr G Spackman (directed vote)
Unit 48	Mr T Lawrie (directed vote)	Unit 126	Eleanor Pennay
Unit 100	Mrs J Owens	Unit 149	Chairperson (directed vote)

Units 28, 30, 136, 137, 138, 163, 168, 169, 170, 171, 172, 173 Absentee Votel

1. Preliminaries

The meeting opened at 6:05 pm, and Mr W Curry was appointed as Chairperson. Mr Curry advised that all documents were on the portal and should owners have difficulty in accessing the portal they should contact Link Strata Management. Copies of papers were also made available at the meeting.

Secretarial Note:
The Chairperson requested that the attendance register be signed.

A quorum was not present. In accordance with The Unit Titles (Management) Act 2011 the minutes to be circulated and unless a petition, signed by the majority of people entitled to vote, is received within 28 days of the decision date the resolutions are taken as being passed.

2. Proxy Votes

Mr Johnston advised the meeting that proxies and absentee votes had been recorded and directed votes would be taken into account during the voting process.

Units Plan No. 2839

3. Minutes of the previous Annual General Meeting

Motion 1 - Minutes of the previous Annual General Meeting:

The minutes of the previous Annual General Meetings were taken as read.

The motion was moved by Mrs J Owens and seconded by Mr R Goldberg.

It was resolved to adopt the minutes of the previous Annual General Meeting dated 25th November 2014 as presented.

Motion Carried

4. Financial report

Motion 2 - Financial Statements:

The motion was moved by Mr G Stone and seconded by Mr R Donaldson.

It was resolved that the financial statements and reports for the period 01/11/14 to 31/10/15 be accepted as presented.

Motion Carried

Secretarial Note: An owner queried a discrepancy in the Painting expenditure for the year as shown in the Financial Statements and that it differed from the amount disclosed in the Proposed Budget. The Financial Statement figure of $23,525.02 is the correct amount. An amount of $4,312.92 was reallocated from the Sinking fund to the Admin fund to correct a posting error. The proposed budget report was printed prior to the adjustment.

5. Budget

Motion 3 (a) - Proposed Administrative Fund Expenditure Budget:

The motion was moved by Mrs J Owens and seconded by Mr R Goldberg.

It was resolved that the proposed Administrative Fund expenditure budget of $450,900 excluding GST be adopted.

Motion Carried

Motion 3 (b) - Proposed Administrative Fund Levy Contribution:

The motion was moved by Mrs J Owens and seconded by Mr R Goldberg.

It was resolved that the levy contributions of $448,375 excluding GST be adopted, and that they be payable in equal quarterly instalments being 1 January 2016, 1 April 2016, 1 July 2016 and 1 October 2016.

Motion Carried

Motion 4 (a) – Major Balcony Repairs:

The motion was moved by Mr P Pistoor and seconded by Mr B Lendon.

It was resolved that the proposed works on balconies be accepted as presented and the amount be expended from the sinking fund.

Motion Carried

Units Plan No. 2839

Motion 4 (b) – Painting of Metalwork Building C:
The motion was moved by Mr P Pistoor and seconded by Mr R Goldberg.

It was resolved that the proposed painting of the metal work building C be accepted as presented and the amount be expended from the sinking fund.

Motion Carried

Motion 4 (c) - Investigation of Solar Hot Water:
The motion was moved by Mrs J Owens and seconded by Mr G Stone.

It was resolved that the proposed investigations for Solar Hot Water be accepted as presented and the amount be expended from the sinking fund.

Motion Carried

Motion 4 (d) - Water Tanks for Gardens:
The motion for the proposed investigations and if approved by the executive committee to install water tanks for common property gardens and the amount be expended from the sinking fund was not carried.

Motion Failed

An amended motion was put to the meeting - Water Tanks for Gardens:
The motion was moved by Mrs J Owens and seconded by Mr R Goldberg.

It was resolved that amended motion that an amount of $2,000 be expended from the Sinking Fund to undertake a cost benefit analysis and investigate installing water tanks for common property gardens be accepted.

Motion Carried

Motion 4 (e) – Proposed Sinking Fund Expenditure Budget:
As motion 4 (d) was amended the meeting agreed that the motion 4 (e) that the proposed Sinking Fund expenditure budget of $132,000 excluding GST be adopted would not be put to the meeting and the following amended motion be put.

The motion was moved by Mr B Lendon and seconded by Mr R Goldberg.

It was resolved that the amended Sinking Fund expenditure budget of $124,000 excluding GST be adopted.

Motion Carried

Motion 4 (f) - Sinking Fund Levy Contribution:
The motion was moved by Mr G Stone and seconded by Mr P Pistoor.

It was resolved that the levy contributions of $80,280 excluding GST be adopted and that they be payable in equal quarterly instalments being 1 January 2016, 1 April 2016, 1 July 2016 and 1 October 2016.

Motion Carried

Units Plan No. 2839

THE OWNERS-UNITS PLAN No. 2839 Common Seal

Secretarial Note: Levies to be due as follows:

Period	***Due Date***
From 1 January 2016 to 31 March 2016	*1 January 2016*
From 1 April 2016 to 30 June 2016	*1 April 2016*
From 1 July 2016 to 30 September 2016	*1 July 2016*
From 1 October 2016 to 31 December 2016	*1 October 2016*

6. Strata Management Agreement

Motion 5 – New Contract for Link Strata Management:

The motion was moved by Mr R Donaldson and seconded by Mr R Goldberg.

It was resolved by special resolution that Link Corporate Services Pty Ltd trading as Link Strata Management be appointed for a three (3) year term, and the fees to be in accordance with the Strata Management Agreement provided.

Motion Carried by Special Resolution

7. Rules

Motion 6 – Rules of the Owners Corporation:

Motion 6 (a)

It was noted during robust discussion on the subject that there is a finite capacity to the building's electrical infrastructure and that owners should be aware that the opportunity contained in Rule 23 may only be provided to a small number of owners without increasing that capacity.

The motion was moved by Mr R Donaldson and seconded by Mr T Lawrie.

It was resolved by special resolution that the below proposed additions and alterations to Rules be adopted as presented:

Addition to the Rules - Rule 23 – Pluggable Electric Vehicles.

Motion Carried by Special Resolution

Motion 6 (b)

The motion was moved by Mr R Goldberg and seconded by Mr G Stone.

It was resolved by special resolution that the below proposed additions and alterations to Rules be adopted as presented:

Alter Rule 23 –Owners Corporation Manager –Change number to appear as Rule 24

Motion Carried by Special Resolution

Motion 6 (c)

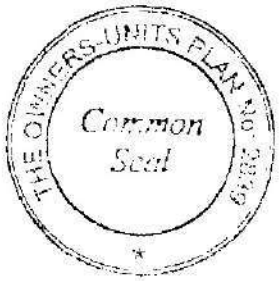
The motion was moved by Mr R Donaldson and seconded by Mr M Buchtmann.

It was resolved by special resolution that the below proposed additions and alterations to Rules be adopted as presented:

Alter Rule 15 – Security.

Motion Carried by Special Resolution

Units Plan No. 2839



8. Lift Maintenance Agreement

Motion 7 – Lift Maintenance:

The motion was moved by Mr A Gough and seconded by Mr P Pistoor.

It was resolved by special resolution to enable the incoming executive committee to investigate and negotiate a new service maintenance agreement for ongoing lift maintenance for the five lifts for a maximum three year term. Once satisfied approval to sign the Agreement on behalf of the Owners Corporation be given to the executive committee.

Motion Carried by Special Resolution

9. Election of Committees:

Motion 8 (a) – Election of Executive Committee for 2015/2016:

It was resolved that the following owners comprise the Executive Committee:

Mr Warren Curry, Mr Geoff Stone, Mr Geoff Spackman, Mr Peter Pistoor, Mrs Helen Donaldson, Mr Jeremy Redgrove, Ms Joyanne Gough.

Motion Carried

Motion 8 (b) – Election of Garden Sub-Committee for 2015/2016:

It was resolved that the following owners comprise the Garden Sub-Committee:

Mrs Johanna Owens, Mr Phil Malcolm, Ms Robyn Navin.

Motion Carried

Motion 8 (c) – Election of Security Sub-Committee for 2015/2016:

It was agreed to not call for nominations for the Security Sub-Committee as the main security works have been completed.

Other Business:

- **Smoke Drift:** An owner expressed concern that Smoke drift was effecting the health and ability to leave balcony doors open and requested the Owners Corporation act on the matter. Following lengthy discussion it was agreed that a letter box drop be carried out requesting residents to be considerate of other residents and not allow smoke to draft to other Apartments. Owners/residents were also encouraged to write to Government Ministers and other Government Officials requesting changes to smoking laws to be consistent with other States.
- **Foxtel Outages:** The meeting was advised that when there is a Foxtel outage the Owner/Property Manager should contact Link Strata in the first instance. Where two or more outages are reported the problem will most likely be with common infrastructure. In such cases Link will arrange repairs.

- **Kingston Residents Group:** The meeting was advised that local road and cycle paths works may allow the traffic signage in the area to be improved.
- **Motion of Thanks to Executive Committee:** The Owners and Strata Manager wished to thank the Executive Committee for their tireless efforts in resolving issues within the complex and ensuring the Owners Corporation is well managed.

There being no further business, the meeting closed at 7:52 pm.

Rules – Units Plan 2839 Viridian
December 2015

Approved at AGM 2 December 2015

INTRODUCTION

In order to provide an attractive and safe environment for both residents and commercial businesses operating within the Viridian complex the following Rules have been compiled. They provide guidelines for the general well-being, convenience, comfort and privacy of residents (and their guests) and businesses (and their clients).

Based on the default rules laid down in Schedule 4 of the *Unit Titles (Management) Act 2011*, as amended by the Viridian Owners Corporation, these Rules apply to all owners and residents. Where owners lease their units, these Rules shall be included as an integral part of any lease or other letting arrangements between an owner/agent and tenant.

1 Definitions

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Building at Viridian, including ACTPLA.

Building means all the buildings situated at Blocks 1, 2 & 7 Section 47 and 53 Kingston.

THE OWNERS-UNITS PLAN No. 2839 Common Seal

Insurance means:

a) public liability insurance in the sum of $20,000,000;

b) insurance required to the value of the Works, (if necessary); and

c) workers' compensation insurance.

Unit means any unit in Units Plan 2839.

Owner, occupier or user means the owner of the respective Unit from time to time (including any subsequent owner due to a transfer of ownership of the Unit).

Executive Committee means the executive committee of the corporation established under section 34 of the Unit Titles (Management) Act 2011.

Executive committee representative means a person authorised in writing by the executive committee under rule 19(4).

Owners Corporation means the owners corporation created by the registration of Units Plan 2839.

Structure means all that part of the building directly surrounding or within a unit including external walls, internal load-bearing walls, structural ceilings, floors and all parts of Common Property and Unit subsidiaries.

Works means any works including any renovations, improvements, installations, repairs, additions or any other works to the Unit that:

may impact on the structure of the building or

may have the potential to cause a nuisance or annoyance to other unit owners either while the works are in progress or after completion or

are to be permanently attached to either the common property or a unit subsidiary or

may affect the external appearance of the unit

Bond means an amount of money being up to an amount of $10,000 as determined by the executive committee in its absolute discretion having regard to the scope, nature and duration of the Works.

A word or expression in the Act has the same meaning in these rules.

2 Payment of rates and taxes by unit owners

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

3 Repairs, maintenance and damage

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

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

(3) A unit owner or occupier of a Unit must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property.

(4) Unit owners or occupiers are responsible for any damage to common property or the property of other units caused by themselves, their guests or trades people and service personnel engaged by them either directly or indirectly.

4 Erections and alterations

(1) (a) For units with only a residential use allowed, a unit owner may erect or alter any structure in or on the unit or the common property only in accordance with the express permission of the executive committee and in accordance with established guidelines as approved by the owners corporation.

THE OWNERS-UNITS PLAN No. 2839 Common Seal

(b) For units allowed a non-residential use, no consent is required for the erection or alteration of any fit out within the unit provided such erection or alteration is in accordance with any law enforced in the Territory applicable in the circumstances. However, if the erection or alteration affects the structure of the common property, the express permission of the executive committee is required.

Rule 4 (1) can only be changed in future by way of an unopposed resolution of the Owners Corporation.

(2) Further to (1) (a) above it is to be understood that the replacement of any floor covering with tiles, floorboards or any other form of hard flooring are considered to be included.

(3) Detailed requirements for Erections and Alterations are listed in Appendix A.

A document entitled "Guidelines for Building Works (November 2014)" provides further information for undertaking works. This document is available via the Viridian Website (www.viridianatkingston.com) or through the Owners Corporation Manager.

5 Use of Common Property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit. This includes no For Sale/For Lease signs being erected on common property or property managed by the Owners Corporation. This will help maintain the aesthetics of the complex and reduce a Public Liability issue.

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This is especially relevant between 10 pm and 8 am.

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

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

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

9 Animals

Details are contained with Section 32 of the Unit Titles (Management) Act 2011

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(1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the express permission of the Executive Committee.

(2) Owners seeking permission should apply to the Manager who will forward it to the adjoining unit owners for comment prior to it going to the Executive Committee for consideration.

(3) The Executive Committee may give permission under this section, with or without conditions. However, permission will not be unreasonably withheld.

(4) Should an animal cause a nuisance to others, a complaint may be made to the Executive Committee for consideration and permission to keep an animal may be revoked.

(5) Feeding of wild birds has the potential to attract an array of species including potential pests such as sparrows, Indian mynahs and pigeons. Residents are requested not to feed wild birds on balconies, in courtyards or on common property.

10 Illegal use of unit

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

11 Smoking

(1) Unit owners or occupiers must not dispose of cigarette butts on balconies or any Common Property or gardens. Smoking of any substance (e.g. tobacco, cannabis) affects the amenity and health of others (see Rules 6 and 7).

(2) Smoking is prohibited on Common Property, such as underground car parks, stairwells, lifts and the outside grounds and garden areas.

12 Vehicles and Parking

(1) Vehicles must not stand for an excessive period adjacent to the garage sliding doors. Drivers should take extra care on approaches to and within the car parks.

(2) All vehicles must be parked in the car space(s) allocated to the respective Unit.

13 Garbage/Recycling

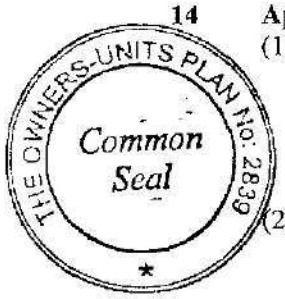
Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the carparks as well as adjacent to the commercial area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling.

Care needs to be taken to avoid contamination of the recycling materials with garbage and other wastes. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all residents and workers is essential.

(1) Bulky items that can be recycled (such as removalist cartons or packaging around furniture) must be disposed of at the appropriate recycling station. The closest stations are at Mugga Lane and Phillip.

(2) Other household items (such as bedding, furniture, computers, refrigerators, ovens etc) and trade wastes (such as tiles, timber, plasterboard etc) must be disposed of at an appropriate waste disposal station.

(3) Owners or occupiers failing to comply with these rules on the handling of garbage and recycling that causes the need for additional collections or clean up will be held liable for the costs involved.



14 Appearance

(1) Air drying clothes reduces both the use of fossil fuels and the production of green house gases but can also be unsightly. To achieve a balance, these Rules permit the drying of clothes on balconies and courtyards provided this is carried out on small, neat, portable clothes racks. The use of fixed clothes lines or temporary ropes is not permitted.

(2) The visual amenity of Viridian is reduced by inappropriate placement of items on balconies and courtyards. The use, in these places, of indoor furniture such as lounges is not permitted, and rugs, mats, blankets or clothing should not be draped over balcony railings or courtyard walls. Hammocks may not be hung from metal framework.

(3) Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(4) Planter boxes and pot plants must be kept within the boundary of the Unit.

(5) A unit owner or occupier of a unit must not, without the express permission of the Executive Committee, maintain within the unit anything visible from outside the unit that, viewed from outside the unit, is not in keeping with the rest of the building.

15 15 Security.

Security is provided through ***Viridian-Issued Airkey and/or Fob ("e-Devices")*** entry to external security doors; separate keyed entry that provides access to stairwells and individual units; ***e-Device*** entry to lifts to the relevant floors; and ***Airkey access*** to enter underground car parks.

(1) Entry doors to the residential component of the complex are to be kept locked at all times and fire doors must not be propped open or interfered with in any way.

(2) Lost ***e-Devices*** must be reported to the Owners Corporation Manager. Additional or replacement *e-Devices* may be obtained, at ***the current charges for e-Devices (available from the Owners Corporation Manager)*** to the owner or occupier, and all requests should be directed to the Owners Corporation Manager.

16 Safety

(1) A unit owner or person authorised by the owner may install:

(a) any locking or other safety device for the protection of the owners Unit against intruders; security screens to balconies may be installed without reference to the Executive Committee, provided the colour is charcoal.

(b) any screen or device to prevent entry of animals or insects on the Unit;

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance in keeping with the appearance of the rest of the building.

17 Planting of Trees

The planting and maintenance of trees in unit courtyard garden beds has potential to adversely impact on structures such as retaining walls, car park, courtyard walls and potentially adversely impact on the vista from neighbouring apartments. Cordyline australis (both normal and red `dwarf` varieties) and `Mop Top` Robinia pseudoacacia are examples of trees that have been planted that will cause problems.

(1) The size of trees and shrubs that can be planted in courtyards must be limited to 2.5 m above the top of the garden bed and have a diameter of no more than 15 cm at 0.3 m above the top of the garden bed.

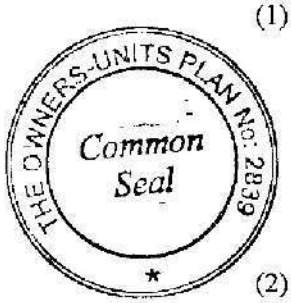
18 General

In order to maintain the amenity of the area residents and visitors are asked to avoid littering (including cigarette butts) within the complex or onto other residents property.

(1) The Owners Corporation cannot accept responsibility for any personal property removed, damaged, or stolen from common property areas.

(2) Items that are not the property of the Owners Corporation must not be stored or left on common property without the express permission from the Executive Committee.

19 What may an executive committee representative do?



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

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

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

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

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

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

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

(4) The executive committee may give a written authority to a person to represent the corporation under this rule.

20. Recoupment of Costs of Debt Collection

(1) If the owners corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011 then, provided the legal or administrative action was commenced by the owners corporation in good faith, the unit holder shall, be liable to pay the owners corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

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

(3) Notwithstanding clause 1, the owners corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the owners corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the owners corporation, receipts to evidence the amount due or paid by the owners corporation. If the unit holder fails to pay the legal fees or other costs in accordance with clause 1, the owners corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

21. Owners Corporation Insurance Excess

In the event of a leak from an undetermined source, the Unit Owner affected is to report in writing to the Strata Manager in the first instance so that necessary initial investigations can be conducted by the Owners Corporation. The Owners Corporation will undertake the investigative works and will pay for all costs associated for those investigations. The Executive Committee will then determine further actions and/or repairs required i.e. ownership of leak by unit Owner or the Owners Corporation.

The Owners Corporation will be liable for the insurance excess if claimable, or the resultant repair is deemed from common property. (e.g. balcony or roof). However, if the resultant damage is within a unit then the Unit Owner who caused the damage is liable for the insurance excess or subsequent repairs if not claimable or the claim is less than the excess.

22. Seal of Owners Corporation

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act 2011; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

23. **Process for the approval and installation of charging outlets for Electric vehicles within the Viridian complex parking garage.**

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Background:

With the current limited availability of chargeable electric vehicles but with the knowledge that most of the car manufacturers are delivering pluggable electric vehicles over the next 5 years the EC thought it prudent to put together an article document that would serve as a template for when an owner decides they want a charging outlet in their parking space either for themselves as a resident owner, or as an available option to attract new tenants.

The current vehicles available require either a 15 amp (3 phase) or 10 amp (normal household) circuit. The Owners Corporation will only accept applications for those connections for a standard 10 amp circuit resulting in a normal electrical outlet. The Owners Corporation does not have the space for or desire to have a general use charging station. The decision to go with a parking space outlet solution allows for individual owners to apply for this additional service if so desired.

Process:

1. The application for an electric outlet in a car parking space can only be made by the owner of that parking space.
2. The applying owner would engage an electrician, at the owners cost, to quote on:
    a. If a 10 amp electrical connection can be made between the distribution panel, in the owners' apartment, to the appropriate car space. The electricity then used to charge the vehicle will be added to the owners electrical bill current measured by their current electricity meter, **or:**
    b. If a 10 amp electrical connection can be made to the nearest free circuit in the parking basement area to the appropriate car space. This connection will require a usage meter as part of the installation process. A regular meter reading can then be done and actual power usage reported to our Strata Manager for on-charging to the applying owner as part of the regular Strata Levy process.
3. Once the determination of where the cheapest and/or best connection can be made then a building application form should be forwarded to Link services with the electrical installation quote attached.

Costs:

- All installation costs will be borne by the applying unit owner.
- If the Owners Corporation incur any costs in order to validate any aspects of the application form then these costs will be passed onto the applying unit owner
- Once approval has been given and installation is completed the ongoing charging costs will be paid by the applying owner.

Future Expansion:

Currently there are a number of unused 20 amp circuits throughout the complex in the basement parking area. Each one of these 20 amp circuits will allow 2 x 10 amps circuits to be installed under option (b) above. If in the future once these available circuits are all used then it will be the responsibility of the Owners Corporation to install additional 20 amp circuits for further expansion.

Electricity Usage Chargeback Methodology:

- Charging of each electric vehicle on the Viridian site is to be limited to off peak period overnight.
- The reading from each individual usage meter is to read on a regular basis (monthly or quarterly) and the total kwh per parking space will be multiplied by the off peak electricity rate displayed on our quarterly electricity bill to calculate a charge back amount.

- The recovery of this usage amount will be left to our Strata Manager.
  As the pluggable electric vehicle technology changes and improves this article will try to change to reflect what is happening in the market place. But, as the technology is still in its infancy not all electric vehicle solutions can be accommodated. Please monitor this article via the web site or contact Link Strata Management re the current article contents before any application is made.

24. Owners Corporation Manager

The Owners Corporation is currently managed by:

Link Strata Management

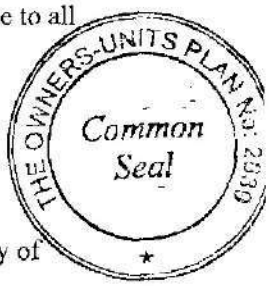
Phone: 02 6260 3722 Email: admin@linkservices.com.au

The Viridian website is www.viridianatkingston.com

Appendix A – Detailed Requirements for Erections and Alterations

1. GENERAL CONDITIONS

1. An Owner must not carry out any Works whatsoever without the prior written consent of the Owners Corporation or its Executive Committee.
2. All Works permitted and completed will be registered on a Register that will be available to all members of the owner's corporation.



(a) CONDITIONS AND RIGHTS – BEFORE COMENCEMENT

Before commencement of the Works the Owner must:

i. prepare and provide to the Owners Corporation plans of the proposed Works;

ii. obtain all necessary approvals/consents/permits from any Authorities and provide a copy of each to the Owners Corporation;

iii. obtain written approval for the location, type, appearance, construction materials and size of the Works from the Owners Corporation, such approval not to be unreasonably withheld (and in this regard the Executive Committee is expressly authorised to give approvals on behalf of the Owners Corporation);

iv. give and obtain such written consents in such form as may be required by the Owners Corporation;

v. ensure that any Works which are visible from outside the Unit are in keeping with the rest of the Building and its amenity and be consistent in symmetry, size, shape, colour, appearance, and design of the Building and other works existing (and approved by the Owners Corporation) at the Building as viewed from the front or back of the Building from time to time;

vi. obtain all necessary approvals/consents/permits from any Authorities and provide a copy to the Owners Corporation;

vii. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation; and

viii. effect and maintain Insurance and provide a copy to the Owners Corporation;

(b) CONDITIONS AND RIGHTS –DURING INSTALLATION

Whilst the Works are in progress the Owner of the Unit at the relevant time must:

i. use duly licensed employees, contractors or agents to conduct the Works;

ii. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

iii. use design, materials and colours consistent with the Building's and other approved works' appearance, such that a reasonable person would deem such design, materials and colours to be consistent with the Building's and other approved works' appearance if the Works are visible from outside of the Unit;

iv. use reasonable endeavours to cause as little disruption as possible;

v. perform the Works during times reasonably approved by the Owners Corporation;

vi. perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;

vii. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

viii. protect all affected areas of the building outside the Unit from damage relating to the Works or the transportation of construction materials, equipment and debris;

ix. ensure that the Works do not interfere with or damage the common property or the property of any other Unit owner other than as approved in this rule and if this happens the Owner must rectify that interference or damage within a reasonable period of time;

x. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 24 hours of any reasonable request from the Owners Corporation (for clarity more than one inspection may be required); and

xi. not vary or increase the scope of the Works or modify any plans in respect of the Works submitted to the Owners Corporation or modify them or any approvals/consents/permits of any Authority without first obtaining the consent in writing from the Owners Corporation (and in this regard the executive committee is expressly authorised to give consents on behalf of the Owners Corporation);

xii. comply with the directions of the Owners Corporation and any Authority concerning the performance of the Works; and

xiii. Observe the Rules in force for this strata scheme.

(c) CONDITIONS AND RIGHTS –AFTER CONSTRUCTION

After the Works have been completed the Owner must without unreasonable delay:

i. notify the Owners Corporation that the Works have been completed;

ii. notify the Owners Corporation that all damage, if any, to Unit and common property caused by the Works and not permitted by this by-law has been rectified;

iii. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;

iv. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and

v. the Owners Corporation's right to access the Unit arising under this sub-rule expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

(d) CONDITIONS AND RIGHTS –ENDURING RIGHTS AND OBLIGATIONS

The Owner:

(i) must maintain, replace and keep in good and serviceable repair the Works;

(ii) must maintain and upkeep those parts of the common property in contact with the Works;

(iii) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia;

(iv) remains liable for any damage to Unit or common property (including the Unit) arising out of the Works; and

(v) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works (including their installation or use).

(e) CONDITIONS AND RIGHTS - DEFAULT BY THE OWNER

If the Owner fails to comply with any obligation under these guidelines, then the Owners Corporation may, following reasonable notice:

(i) carry out all work necessary to perform that obligation;

(ii) enter upon any part of the Unit to carry out that work; and

(iii) recover the costs of carrying out that work from the defaulting Owner.

(f) CONDITIONS AND RIGHTS - APPLICABILITY

For the avoidance of doubt, the benefits and burdens of these guidelines pass to any and all future Owners of a respective Unit.

2. MONETARY BOND FOR WORKS TO UNITS

(a) POWERS OF THE OWNERS CORPORATION

The Owners Corporation or its Executive Committee shall have the following additional powers, authorities, duties and functions to be exercised reasonably:

i. to impose on an Owner a condition that a Bond be paid to it as a condition of the consent to carry out Works;

ii. to decide from time to time the amount of the Bond on a case by case basis;

iii. to collect the Bond before Works are commenced;

iv. to hold the Bond in a separate account to be established for the purpose;

v. to refund the Bond, less any bank fees and charges, to the Owner at the completion of the Works if no damage to common property has been caused by the Works.

vi. to delegate to an appropriately qualified person (paid for by the owner) nominated by the Executive Committee the function of assessing the extent of damage (if any) to the common property caused by the Works;

vii. to delegate to any person nominated by the Executive Committee the power to enter on to any part of the Unit to access the damage referred to in this clause; with reasonable notice to the owner;

viii. to withhold all or any part of the Bond from the Owner if the Executive Committee has assessed that damage to the common property has occurred due to the Works;

ix. to appropriate so much of the Bond as is required to rectify the damage to the common property that (in the reasonable opinion of the Executive Committee) has been caused by the Works;

x. to enter on to any part of the Unit to carry out the rectifications pursuant to this by-law;

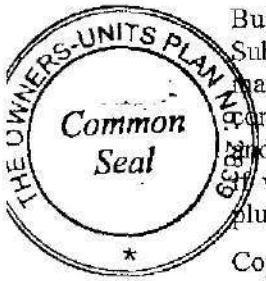
xi. to demand from the Owner any shortfall in the funds required to rectify the damage to the common property in accordance with this by-law; and

xii. to recover any shortfall in funds required to rectify the damage as a debt in a Court of competent jurisdiction.

Viridian: GUIDELINES FOR ALTERATIONS AND ERECTIONS (November 2014)

Introduction

This document presents guidelines to assist those owners wishing to carry out building works. If more information is required please consult the owner's corporation Manager (Link Strata Management) (02) 6260 3722.



Building works of any kind that will be permanently attached to either any Common Property or Unit Subsidiary or in any way is likely to affect the structure of a unit or the external appearance of a unit may require approval from ACTPLA and input from the Viridian architect. These works must be considered by the Executive Committee and an application form (copy attached) must be completed and provided to the Owners Corporation Manager. Details must be provided of construction methods if work is to be carried out on common property (specifically wall removal, any services e.g. plumbing/gas/electrical/air conditioning) or installing hard floors.

Copies may also be obtained from the Owners Corporation Manager or on-line at www.viridianatkingston.com .

Sufficient time should be allowed to ensure that appropriate consideration can be given to the application.

If you are working with a designer or architect, include copies of their plans with the application. Otherwise attach a written description of the work including as much detail as you can.

Security Bond Deposit

Before any major building work commences you may be asked to lodge with the Owners Corporation Manager *a minimum refundable bond of $1,000 as security against damage to common property* areas. This could be as high as $10,000 for more complex building works that are likely to impact on the building structure. The Owners Corporation Manager will arrange an inspection before the work commences. Another inspection will be arranged at the end of the work and any security bond will be returned to you less the cost of repairing any damage sustained during the work.

Tradespeople

You must use qualified, reputable, licensed contractors approved by the Owners Corporation. They must be insured (copies of their relevant insurances to be provided) and conversant with the applicable Territory laws. They will be deemed to be under your supervision at any time they are in the building. At least 2 days prior to the commencement of work you must arrange with the Owners Corporation Manager for your workers to access the building and park their vehicles. They must comply with all reasonable demands by the Owners Corporation Manager concerning these arrangements. All contractors in the building (including removalists) must share access to the lifts in a reasonable fashion.

Work Hours

Building work is permitted only from 8.00am to 4.00pm Monday to Friday and from 9.00am to 1.00pm Saturday. No work is allowed on Sundays or public holidays. Silent works (eg. painting) may take place at any time if there is no impact on neighbouring apartments. Noisy works (eg. concrete drilling, constant hammering etc) must not start before 9.00am and are not permitted at all on weekends. You must give the Owners Corporation Manager 48 hour's written notice of any noisy works so your neighbours can be warned. Extremely noisy equipment such as jackhammers, rotary hammer drills, and similar may only be used for A SINGLE FOUR-HOUR PERIOD IN ANY GIVEN WEEK. It is your responsibility to ensure that enough labour and equipment is provided to carry out the required task within this four hour period.

Housekeeping

For work inside your unit your apartment door must be closed at all times during building works to prevent the egress of dust. Your tradesmen must lay designated protective mats on all carpets between the lift or foyer and your apartment door and remove them after each refuse move. Hallways and lifts are to be inspected prior to leaving each day and cleaned and/or vacuumed by you or your contractors if necessary. Cleaning directions from the Owners Corporation Manager must be carried out promptly. If the building's cleaners are subsequently required to clean any such areas you will be billed for the expense. You must arrange privately for the removal of all building refuse. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

Hard Flooring

If a unit holder is considering replacing floor coverings, the unit holder must ensure that the replacement material is of an acceptable level of acoustic resilience.

An acceptable level of acoustic resilience means that the impact sound pressure level of the installed floor covering shall not exceed 45dB (AAAC 5 Star), measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

These finishes must be laid by suitably qualified tradesmen on a suitable acoustic underlay. By way of guidance, the following acoustic underlay products have been independently tested and meet the above requirement:

1. Acoustica AngelStep
2. RegupolBA 17/8mm
3. Embleton Impactamat 7mm
4. Quiet Step Combi-lay

[Please note that as commercial products and specifications may change, you should check the relevant product websites and provide up to date information].

The unit holder must before installing hard flooring:

1. Seek permission from the Owner's Corporation to proceed -- by completing the modification/addition application form;
2. Provide the Owner's Corporation Manager with information showing that the materials used will achieve the noise transmission requirements;
3. Provide the Owner's Corporation (OC) Manager, or an agent thereof, with written authorisation to enter the unit (prior to the flooring being laid) for the purpose of inspecting the underlay to ensure the correct materials and installation method has been used, should the OC deem this necessary; and
4. Upon completion of the works, provide the Owner's Corporation Manager with evidence of the acoustic insulation material used and that they have been installed in accordance with the manufacturer's procedures

If the Unit Holder is unable to comply with requirement 4, then the Unit Holder will be required to contract, at his or her own cost, a member of the Association of Australian Acoustical Consultants to perform an Acoustic Isolation Test to verify the noise transmission requirement has been met.

If the unit holder fails to adhere to these conditions for the installation of hard flooring, then the Owner's Corporation may require the removal and replacement the flooring at the unit holder's cost.

Further information on product ratings is available on the relevant product websites.

- **Bathroom tiles**, due to the possible damage to water proofing membranes, details of the replacement of these tiles must first be assessed by the Executive Committee.

Minor Works

Minor works such as the painting of walls or minor changes within the unit that have no impact on the structure or appearance of the building or have no impact on common property or the Unit Subsidiary do not require specific approval as blanket approval for such works has been given.

Substantial Works

Works that may have an impact on the structure or have the potential to cause a long-term nuisance to other Unit Owners (such as replacing carpet with a hard floor) or causing significant short-term nuisance (such as noise in undertaking the works) requires approval. An application must be lodged with the owners corporation manager. Approval for such works would normally be referred to the Executive Committee.

More Complex Work

Any work that involves a Common Property wall or a Unit Subsidiary requires an application to be lodged and a Monetary Bond may be required. Approval may require approval from ACT Planning and Land Authority (ACTPLA) and may require a Structural Certificate from an accredited engineer approved by the Owners Corporation. If the works are non-structural and largely confined within the Unit Subsidiary (for example an air-conditioning unit mounted on the floor of a balcony or courtyard) approval may be given by the Executive Committee. For works that may impact on many owners (for example a Vergola), the matter will be referred to the owners corporation as a Special Resolution (requires 66% majority). Works may not proceed until all approvals are received and the Executive Committee authorises the Works.

ALTERATIONS AND ERECTIONS APPLICATION FORM

VIRIDIAN – UNIT PLAN 2839 KINGSTON

(Completed applications should be lodged with the Owners Corporation Manager)

DOCUMENTATION

All applications must be accompanied by sufficient information to allow the Executive Committee to make a decision. This includes:

a. Sketches or plans of the proposed modifications and its location.

b. A clear indication (with sketches if necessary) of what part of the structure will be visible from the windows of other Apartments or externally.

c. An indication of any special requirements that may cause disturbance to the residents of the complex during installation.

d. A sample of colours proposed to be used on Structures, accompanied where possible by colour charts or brochures to assist (statements such as matching colours are insufficient).

e. For hard (timber) flooring, please refer to the Viridian Articles for details of the noise suppression requirements for the complex. Include details of the acoustic underlay to be used and documentation showing its conformity with Viridian's noise transmission guidelines.

f. Certification from an appropriate practising consultant for the relevant application.

g. A Bond to be held by the Owners Corporation may be required for some modifications.

CONDITIONS OF APPROVAL

Once approval is given, owners will be responsible to ensure that the disturbance to all residents during installation is kept to a minimum. Work is only permitted Monday to Friday 9am – 5pm, Saturday 9am to 1pm and not on Sunday. Owners are required to use qualified tradespersons for all work requiring trade certification. It is important that owners make their installer aware of the following conditions when working at Viridian

a. Construction materials must not be dumped in basement bins or on any part of the complex itself, or on the adjacent nature strips, verges, and parkland.

b. All common areas traversed by contractors must be protected, all care must be taken to avoid damage, and all rubbish removed: Avoid any damage to the water proof membrane of the balconies.

c. The Owners Corporation Manager must be notified before work commences and a schedule provided for the timing of the modification/addition.

d. ACTPLA approval may be required – evidence of approval must be provided

e. A pre and post inspection of common areas to be checked before and after work commences.

f. All building works are to comply with Work Covers' Occupational Health & Safety requirements as defined in the OH&S Act and regulations.

POST INSTALLATION

Where any damage to the common areas has occurred, the owner who makes an approved modification/addition is, as part of that approval, required to restore any damage to the common property to its original state at their cost.

The owner is responsible for the cost of the maintenance and upkeep of the modification/addition.

MODIFICATION/ADDITION APPLICATION

I/we ..... the owners of Apartment ..... seek the approval of the Executive Committee to the following modification(s)/addition(s) (if insufficient space, attach a separate list):

.....

.....

.....

We would like to commence the modification on .....

The following documents are provided in support of the application (for timber flooring, include details of acoustic underlay to be used).

.....

.....

I/we

a. Have read the Modification/Additions Policy and Application Form issued by the Executive Committee and accept that the application will be assessed on that basis.

b. Accept the conditions of Approval set out above and in the Policy and agree to fully comply with them.

c. Indemnify the Viridian Body Corporate from any claims against insurance, damage, wear and tear, fault or defect associated with the building alterations being undertaken at the above address.

d. For timber flooring, agree to provide a tax invoice to the Strata Manager documenting the acoustic underlay materials used.

Signed ..... Date .....

Executive Committee Use only

The above application was considered by the Executive Committee on ....., and (tick whichever is applicable):

a)	Approved.	☐
b)	Approved subject to the attached conditions.	☐
c)	Bond required to be held by Owners Corporation	☐
c)	Referred to Special General meeting of the owners corporation	☐
d)	Not Approved.	☐

Name .....Signed .....

On Behalf of the Executive Committee Date: .....

SR$2079091 02/03/2017 13:32:45 TUPOC

LA **2079091**

ACT Government
Justice and Community Safety

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Link Strata Management	**PO Box 154 CURTIN ACT 2605**	**02 62603722**

TITLE AND LAND DETAILS				
Volume & Folio	**District/Division**	**Section**	**Block**	**UNITS PLAN NUMBER**
1740:60	**KINGSTON**	~~47~~ 47, 53	~~7~~ 7, 1 & 2	**2839**

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

Addition to the Rules - Rule 23 – Pluggable Electric Vehicles.
Remove - Rule 24 Owners Corporation Manager
Additional Rule – Rule 24 Air Conditioner Condensers

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Other (specify) -	The Common Seal of The Owners Corporation Units Plan No 2839 ABN: 79806191205 was affixed in the presence of: THE OWNERS OF UNITS PLAN NO: 2839 Common Seal Janelle Adams – Strata Manager

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

Signature	Signature Maree Johnston
Full Name (Block Letters) **Janelle Adams – Strata Manager**	Full Name (Block Letters) **Maree Johnston – Business Manager**
Address **C/- PO Box 154 CURTIN ACT 2605**	Address **C/- PO Box 154 CURTIN ACT 2605**
Office Held – **Link Strata Management**	Office Held – **Link Strata Management**

OFFICE USE ONLY

Lodged by	CT	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	AG		
Registered by		Registration Date	16 MAR 2017

It was **Resolved** at the Owners Corporation Units Plan No 2839 Annual General Meeting dated 28 November 2016 by special resolution to make the following additions and amendments to the Rules:

Additional Rule 23. Chargeable Electrical Vehicles

The Executive Committee will consider applications for charging points for electric vehicles on the basis that all set-up and ongoing costs associated with the application and the proposed vehicle are to be borne by the applicant. The application should demonstrate that the solution involves no cost or other impact on the Owners Corporation. Applications should be forwarded to the Owners Corporation Manager.

Remove Rule 24. Owners Corporation Manager

Additional Rule 24. Air Conditioner Condensers

(1) A unit owner must advise the Executive Committee, in writing, of their intention to replace an air conditioner condenser located on the roof of the building. Such advice is to include the date and time of the removal, which must be done at the owner's expense.
See *Appendix A – Detailed Requirements for Erections and Alterations.*

(2) A unit owner must seek approval, in writing, from the Executive Committee, to place an air conditioner condenser on their balcony and ensure that they abide by the Viridian Rules, in particular Rules 14(5) and 24(1). If the original air conditioner condenser is on the roof of the building, the unit owner must arrange for the disconnected condenser to be removed from the roof at their own expense. Applications should be submitted to the Owners Corporation Manager.

Units Plan No. 2839

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

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 Annual General / General meeting
Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 28 November 2016

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

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

-- 28 November 2016-----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.

.....28 November 2016.....

.....Janelle Adams..... *Signature*

.....Manager for Units Plan **2839**..... *Designation*

THE OWNERS-UNITS PLAN No: 2839 Common Seal *

.... Seal

THE OWNERS-UNITS PLAN No: 2839 Common Seal *

Units Plan No. 2839

Minutes of the Annual General Meeting
Held On 28 November 2016 at 6:00pm at
East Lakes Football Club, Duffy Room, 3 Oxley Street, Canberra ACT

Present: Mr & Mrs Bolton - Unit 36, Ms C Geiger – Unit 59, Ms Grey - Unit 67, Mr S Lee – Unit 70, Ms C Galloway – Unit 71, Mr J Yu – Unit 76, Mr P & Mrs C Pistoor – Unit 78, Mr B Lendon – Unit 79, Mr W Laba – Unit 87, Mr T Lawrie –Unit 98, Mr P Malcolm – Unit 100, Mr & Mrs Maple – Unit 101, Mr R Goldberg & Mr W Curry – Unit 106, Ms R Navin – Unit 109, Mr R & Mrs H Donaldson - Unit 112, Mr R Harden – Unit 122, Mr J & Mrs J Redgrove – Unit 123, Mr G Spackman – Unit 124, Mr P Nicholas – Unit 152, Mr A & Ms J Gough – Unit 154, Mrs S Buckingham – Unit 155, Mrs S Isaacson – Unit 162, Mrs M Ford – Proxy - Units 28, 30, 136, 137, 138, 163, 168, 169, 170, 171, 172, 173

Apologies: Nil

In Attendance: Ms J Adams (Link Strata Management).

Proxies/Absentees:

Lot No.	*Proxy Appointed*
Unit 20	Chairperson
Unit 23	Chairperson (directed vote)
Unit 27	Chairperson
Unit 35	Chairperson
Unit 48	Mr T Lawrie (directed vote)
Unit 88	Chairperson
Unit 100	Mrs J Owens
Unit 102	Chairperson
Unit 74	Mr W Curry (directed vote)
Unit 108	Mr W Curry (directed vote)
Unit 118	Chairperson
Unit 121	Mr G Spackman
Unit 126	Eleanor Pennay
Unit 147	Geoff Spackman (directed vote)
Unit 149	Chairperson (directed vote)

Units 28, 30, 136, 137, 138, 163, 168, 169, 170, 171, 172, 173 Margaret Ford

PRELIMINARIES

The meeting opened at 6:10 pm, and Ms J Gough was appointed as Chairperson. Ms Gough advised that all documents were on the portal and should owners have difficulty in accessing the portal they should contact Link Strata Management. Copies of papers were also made available at the meeting.

A quorum was not present. In accordance with The Unit Titles (Management) Act 2011 the minutes to be circulated and unless a petition, signed by the majority of people entitled to vote, is received within 28 days of the decision date the resolutions are taken as being passed.

Proxy Votes

Ms J Adams advised the meeting that proxies and absentee votes had been recorded and directed votes would be taken into account during the voting process.

1. **MINUTES OF PREVIOUS ANNUAL GENERAL MEETING**

Motion 1 - Minutes of the previous Annual General Meeting:

It was resolved to adopt the minutes of the previous Annual General Meeting dated 2 December 2015 as presented.

Motion Carried.

THE OWNERS-UNITS PLAN No: 2839 Common Seal

CHAIRS REPORT

Motion 2: It was resolved that the Chair's report be accepted.

Motion Carried.

3. **TREASURER'S REPORT:**

Motion 3(a): It was resolved that the Treasurer's report be accepted.

Motion Carried.

Motion 3(b): It was resolved that the financial statements for the period 1 November 2015 to 31 October 2016 be accepted as presented.

Motion Carried.

4. **ADMINISTRATIVE FUND:**

Motion 4(a): The motion to resolve by *ordinary resolution* that the proposed Administrative Fund Expenditure Budget of $484,080.00 excluding GST be adopted.

Motion Failed.

Motion 4(b): The motion to resolve by *ordinary resolution* that the levy contributions of $448,375.00 excluding GST be adopted and that the levies be payable in equal quarterly instalments, being 1 January 2017, 1 April 2017, 1 July 2017 and 1 October 2017.

Motion Failed.

{Secretarial Note: Attachment "A" provides an explanation on the variations to the above Motions 4 (a) and 4 (b) that were presented and tabled at the meeting.}

Revised Motion 4 (a) Proposed Administrative Fund Expenditure Budget: It was resolved by *ordinary resolution* that the proposed amended Administrative Fund expenditure budget of $511,080.00 excluding GST be adopted.

Motion Carried.

Revised Motion 4 (b) Proposed Administrative Fund Levy Contributions: It was resolved by *ordinary resolution* that the amended Administrative Fund levy contribution of $523,857.00 excluding GST be adopted, and that levies be payable in equal quarterly instalments being 1 January 2017, 1 April 2017, 1 July 2017 and 1 October 2017.

Motion Carried.

5. **SINKING FUND:**

Motion 5(a) – Major Balcony Repairs: It was resolved by *ordinary resolution* that an amount of $36,000 be expended from the Sinking Fund, as presented, to complete the major balcony repairs to Unit 81.

Motion Carried.

Motion 5(b) – Gardens Restoration: It was resolved by *ordinary resolution* that an amount of $22,000 be expended from the Sinking Fund, as presented, to cover the outstanding works required to finalise the restoration of the gardens.

Motion Carried.

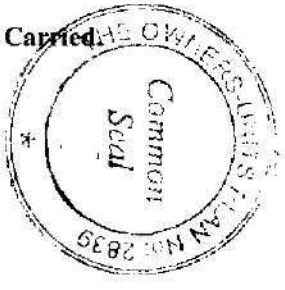
Motion 5(c) – Installation of LED Lighting in Basement Garages: It was resolved by *ordinary resolution* that an amount of $33,150 be expended from the Sinking Fund, as presented, to cover the installation of LED lighting in the basement garages.

Motion Carried.

The members queried the warranty on the LED lighting, and suggested it be checked including the savings on the power for the year. It was agreed that the incoming EC clarify the warranty and report back at the next AGM on the eletricity savings for the year.

Motion 5(d): It was resolved by *ordinary resolution* that the proposed Sinking Fund Expenditure Budget of $148,150.00 excluding GST be adopted.

Motion Carried.



Motion 5(e): The motion to resolve by *ordinary resolution* that the levy contributions of $80, 280.00 excluding GST be adopted and that the levies be payable in equal quarterly instalments, being 1 January 2017, 1 April 2017, 1 July 2017 and 1 October 2017.

Motion Failed.

{Secretarial Note: The meeting noted that as an increase had been applied to the Administration fund levy contribution it was also proposed that an increase of approx. 2% be applied to the sinking fund contribution. Revised motions were then put to the meeting. Revised financial budgets to be circulated with these minutes}

Revised Motion 5(e): It was resolved by *ordinary resolution* that the amended levy contributions of $81,885.60 excluding GST be adopted and that the levies be payable in equal quarterly instalments, being 1 January 2017, 1 April 2017, 1 July 2017 and 1 October 2017.

Motion Carried.

Secretarial Note: Levies to be due as follows:

Period	***Due Date***
From 1 January 2017 to 31 March 2017	*1 January 2017*
From 1 April 2017 to 30 June 2017	*1 April 2017*
From 1 July 2017 to 30 September 2017	*1 July 2017*
From 1 October 2017 to 31 December 2017	*1 October 2017*

6. CONTRACT MANAGEMENT FOR 2016/17:

Motion 6(a) – New Contract with City Group for the Provision of Caretaking and Gardening Services: It was resolved by *special resolution* that City Group be contracted for a three (3) year term for the provision of caretaking and gardening services in accordance with the document provided, and the incoming Executive Committee be authorised to negotiate final terms on behalf of the Owners Corporation.

Motion Carried.

The meeting noted that when the medium strip has been mowed the grass cuttings can end up in the kerb which could potentially block drains and looks unsightly. It was suggested that the incoming EC liaise with Citygtoup to vacuum/tidy up the clippings after mowing that area.

An owner queried the responsibility to maintain the courtyards in the commercial units, as there are overgrown weeds in these. It was noted that it is the unit owners' responsibility to maintain these and Link will send a letter to the owners to request they tidy up their courtyards.

Motion 6 (b) – New Contract for the Inspection, Monitoring and Testing of Fire Protection Systems and Safety Measures: It was resolved by *special resolution* that Fire Systems Solutions Pty Ltd be contracted for a three (3) year term for the inspection, monitoring and testing of fire protective systems and safety measures, and fire alarm monitoring services and equipment, in accordance with the draft agreement provided, and the incoming Executive Committee be authorised to negotiate final terms on behalf of the Owners Corporation.

Motion Carried.

Motion 6 (c) – New Contract for the Provision of Security Monitoring Services: It was resolved by *special resolution* that Security One be contracted for a three (3) year term for the provision of security monitoring services for the access control system, in accordance with the draft agreement provided, and the incoming Executive Committee be authorised to negotiate final terms on behalf of the Owners Corporation.

Motion Carried.

THE OWNERS - STRATA PLAN NO 2839 Common Seal

Motion 6(d) – Maintenance of Sliding Garage Gates: It was resolved by *special resolution* that the incoming Executive Committee be authorised to investigate and negotiate a new agreement for the ongoing maintenance of the four sliding garage gates for a maximum term of three (3) years, and to sign the agreement on behalf of the Owners Corporation.

Motion Carried.

Motion 6(e) – Maintenance of Bin Room Doors: It was resolved by *special resolution* that the incoming Executive Committee be authorised to investigate and negotiate a new agreement for the ongoing maintenance of the two bin room doors for a maximum term of three (3) years, and to sign the agreement on behalf of the Owners Corporation.

Motion Carried.

7. RULES OF THE OWNERS CORPORATION:

Motion 7(a): The motion to resolve by *special resolution* that the following alteration to the Rules be adopted as presented failed:

23. Chargeable Electrical Vehicles

The Executive Committee will consider applications for charging points for electric vehicles on the basis that all set-up and ongoing costs associated with the application and the proposed vehicle are to be borne by the applicant. The application should demonstrate that the solution is independent of the common infrastructure and involves no cost or other impact on the Owners Corporation. Applications should be forwarded to the Owners Corporation Manager.

Motion Failed.

{Secretarial Note: The meeting noted that the wording above could be misinterpreted and it was agreed to amend the wording from ***"is independent of the common infrastructure and involves no cost or other impact on the Owners Corporation"*** *to* ***"The application should demonstrate that the solution involves no cost or other impact on the Owners Corporation"****. The amended motion was then put to the meeting. Updated Rules to be circulated with these minutes}*

Revised Motion 7(a): It was resolved by *special resolution* that the following alteration to the Rules be adopted as presented:

23. Chargeable Electrical Vehicles

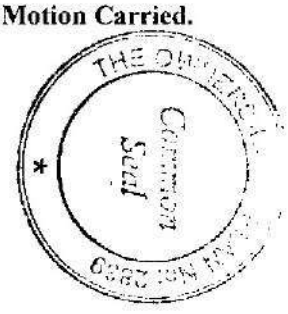
The Executive Committee will consider applications for charging points for electric vehicles on the basis that all set-up and ongoing costs associated with the application and the proposed vehicle are to be borne by the applicant. The application should demonstrate that the solution involves no cost or other impact on the Owners Corporation. Applications should be forwarded to the Owners Corporation Manager.

Motion Carried.

Motion 7(b): It was resolved by *special resolution* that the below Rule be removed:

24. Owners Corporation Manager

Motion Carried.



Motion 7(c): It was resolved by *special resolution* that the following additional Rule be adopted as presented:

24. Air Conditioner Condensers

(1) A unit owner must advise the Executive Committee, in writing, of their intention to replace an air conditioner condenser located on the roof of the building. Such advice is to include the date and time of the removal, which must be done at the owner's expense. See *Appendix A – Detailed Requirements for Erections and Alterations*.

(2) A unit owner must seek approval, in writing, from the Executive Committee, to place an air conditioner condenser on their balcony and ensure that they abide by the Viridian Rules, in particular Rules 14(5) and 24(1). If the original air conditioner condenser is on the roof of the building, the unit owner must arrange for the disconnected condenser to be removed from the roof at their own expense. Applications should be submitted to the Owners Corporation Manager.

Motion Carried.

8. ELECTION OF COMMITTEE FOR 2016/17:

Motion 8: It was resolved that the following nominations be taken for membership of the Executive Committee.

Mr Geoff Spackman, Mr Jeremy Redgrove, Mrs Helen Donaldson, Mrs Joyanne Gough, Mr Randy Goldberg, Mr Paul Nicholas.

As there were no objections all nominees were elected to form the Executive Committee:

Motion Carried.

9. OTHER BUSINESS: (as notified not less than 48 hours prior to the meeting)

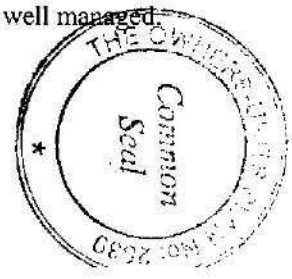
(a) Security Co-ordination: The Executive Committee wishes to thank Mr Randy Goldberg for his significant contribution to the co-ordination of security in the Viridian. Volunteers are sought from members of the Owners Corporation to assist Mr Goldberg with this responsibility in 2016/17.

Mrs J Gough asked the members at the meeting for nominations - Mr Tony Maple volunteered his services.

Other Matters Discussed at the Meeting:

- **Bicycle Storage:** An owner suggested investigations be undertaken to accommodate more bicycles in the basement. The meeting agreed and the incoming Executive Committee will arrange in the approaching year.
- **Smoke Drift:** An owner asked if another letter box drop could be carried out requesting residents be considerate of other residents and not allow smoke to drift to other Apartments. Cigarette butts were also noted as a problem. The meeting agreed for Link to arrange.
- **Leaks in Bin Room and Basement:** Members of the meeting queried the investigations and resolution of the leaks located in the bin room near gate 2 and it was advised that there is a leak behind the lift near gate 3. The meeting discussed and it was suggested that the incoming Executive Committee should look at the problem again to seek a resolution.
- **Motion of Thanks to Executive Committee:** The Owners and Strata Manager wished to thank the Executive Committee for their tireless efforts in resolving issues within the complex and ensuring the Owners Corporation is well managed.

There being no further business, the meeting closed at 7:24 pm.



Units Plan No. 2839

Attachment "A"

ANNUAL GENERAL MEETING
UNITS PLAN NO. 2839
"VIRIDIAN" – 45 WENTWORTH AVENUE, KINGSTON ACT 2604
28 NOVEMBER 2016

Variations to Motions

4. ADMINISTRATIVE FUND

Motion 4 (a)	**Proposed Administrative Fund Expenditure Budget:** To resolve by *ordinary resolution* that the proposed Administrative Fund budget of $511,080.00 excluding GST be adopted.
Motion 4 (b)	**Proposed Administrative Fund Levy Contributions:** To resolve by *ordinary resolution* that the Administrative Fund levy of $523,857.00 excluding GST be adopted, and that levies be payable in equal quarterly instalments being 1 January 2017, 1 April 2017, 1 July 2017 and 1 October 2017.

Explanation for Variations to Motions

The change in the Administrative Fund Expenditure Budget relates to a necessary increase against R&M – Fire Services.

In 2016, Fire Systems Solutions, the company that inspects, monitors and tests the fire protection systems in the Viridian, recommended that the fire hydrant systems, fire extinguishers, fire hose reels and the emergency & exit lighting be replaced. The Australian Standard requires that these systems be tested and elements replaced every five years and FSS provided quotes to undertake this work mid-year. The Executive Committee sought an additional quote and subsequently selected FSS to undertake the work.

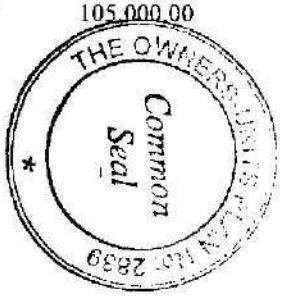
The majority of the required work has been completed. In spite of Link's requests, the first invoice was only received after the budget was finalised and the second is still outstanding, due to delays in the delivery of lights. After the AGM documents were issued, the Executive Committee realised that the funds for this work had been inadvertently left out of the proposed budget for 2016/17. A revised proposed budget has been prepared, resulting in a revised Administrative Fund budget of $511,080.00.

The addition of the cost of fire safety work, has led the Executive Committee to conclude that the Administrative Fund levy should be increased in 2016/17. An increase of 2.5% is proposed, resulting in a final Administrative Fund levy of $523,857.00.

THE OWNERS-UNITS PLAN NO. 2839
Common Seal

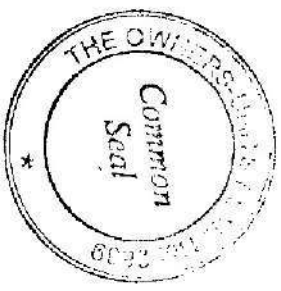
Units Plan No. 2839
PROPOSED ANNUAL BUDGET

ADMINISTRATIVE FUND	ACTUAL 01/11/15-31/10/16	BUDGET 01/11/15-31/10/16	BUDGET 01/11/16-31/10/17
INCOME			
Levies - Administrative Fund	448,375.02	448,375.00	523,857.00
Interest Received	180.10	500.00	500.00
Air Key/Fobs	2,927.27	3,500.00	3,500.00
Interest On Overdue Levies	435.64	400.00	400.00
TOTAL ADMIN. FUND INCOME	**451,918.03**	**452,775.00**	**528,257.00**
EXPENDITURE - ADMIN. FUND			
Accountancy Fees	772.73	800.00	800.00
Website Expense	204.00	250.00	250.00
Consultants Fees	0.00	0.00	3,500.00
Income Tax Instalment	1,213.71	1,750.00	1,500.00
Income Tax Payment/Refund	(41.50)	0.00	0.00
Insurance	47,747.00	43,000.00	53,000.00
Ins - Stamp Duty (no Gst)	801.50	1,500.00	0.00
Insurance Excess	1,250.00	2,000.00	2,500.00
Meeting Expenses	364.55	600.00	250.00
Owners Corp Network Fee	0.00	300.00	100.00
Printing & Other Admin Costs	246.00	0.00	250.00
Registrar Generals Fees	185.00	200.00	210.00
Strata Management Fees	53,084.29	53,500.00	54,420.00
Telephones	4,670.45	2,000.00	4,000.00
REPAIRS & MAINTENANCE			
R & M - Boilers	6,915.80	5,000.00	7,000.00
R & M - Building	18,433.25	12,000.00	20,000.00
R & M - Cleaning Contractors	85,446.76	90,000.00	0.00
R & M - Cleaning Windows	2,610.00	20,000.00	20,000.00
R & M - Electrical	2,417.50	3,500.00	2,500.00
R & M - Fire Services	7,403.31	10,000.00	37,000.00
R & M - Garages	2,572.05	4,500.00	9,000.00
R & M - Gardening	11,279.82	5,000.00	0.00
R & M - General Maintenance	4,261.55	4,000.00	8,000.00
R & M - Keys/Locks	824.00	1,500.00	1,000.00
R & M - Lifts	25,032.25	32,000.00	27,000.00
R & M - Painting	23,524.96	52,000.00	47,100.00
R & M - Pest Control	1,618.18	1,000.00	1,500.00
R & M - Plumbing	13,529.91	7,500.00	10,000.00
R & M - Security	641.82	3,000.00	1,000.00
R & M - Waste Removal	4,263.64	4,000.00	4,200.00
R & M - Caretaking & Gardening	0.00	0.00	105,000.00



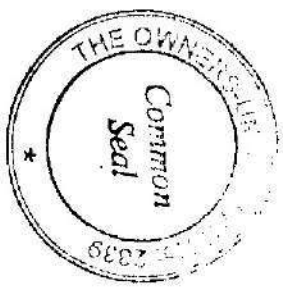
Units Plan No. 2839
PROPOSED ANNUAL BUDGET

REPAIRS & MAINTENANCE (Continued)	ACTUAL 01/11/15-31/10/16	BUDGET 01/11/15-31/10/16	BUDGET 01/11/16-31/10/17
UTILITIES			
Electricity	34,248.18	35,000.00	35,000.00
Water & Sewerage	53,394.00	55,000.00	55,000.00
TOTAL ADMIN. EXPENDITURE	**408,914.71**	**450,900.00**	**511,080.00**
SURPLUS / DEFICIT	**$ 43,003.32**	**$ 1,875.00**	**$ 17,177.00**
Opening Admin. Balance	90,498.01	90,498.01	133,501.33
ADMINISTRATIVE FUND BALANCE	**$ 133,501.33**	**$ 92,373.01**	**$ 150,678.33**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 44.8375000	$ 52.3857000



Units Plan No. 2839
PROPOSED ANNUAL BUDGET

SINKING FUND	ACTUAL 01/11/15-31/10/16	BUDGET 01/11/15-31/10/16	BUDGET 01/11/16-31/10/17
INCOME			
Levies - Sinking Fund	80,280.11	80,280.00	81,885.60
Interest Received Investment	4,739.80	5,000.00	5,000.00
TOTAL SINKING FUND INCOME	**85,019.91**	**85,280.00**	**86,885.60**
EXPENDITURE - SINKING FUND			
R & M - Balconies	50,780.59	60,000.00	36,000.00
R & M - Landscaping	0.00	0.00	22,000.00
R & M - Painting	0.00	57,000.00	57,000.00
R & M - Solar Hot Water	0.00	5,000.00	0.00
R & M - L.E.D Lighting	0.00	0.00	33,150.00
R & M - Water Tanks	0.00	2,000.00	0.00
TOTAL SINK. FUND EXPENDITURE	**$ 50,780.59**	**$ 124,000.00**	**$ 148,150.00**
SURPLUS / DEFICIT	**$ 34,239.32**	**$ (38,720.00)**	**$ (61,264.40)**
Opening Sinking Fund Balance	217,523.78	217,523.78	251,763.10
SINKING FUND BALANCE	**$ 251,763.10**	**$ 178,803.78**	**$ 190,498.70**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 8.0280000	$ 8.1885600

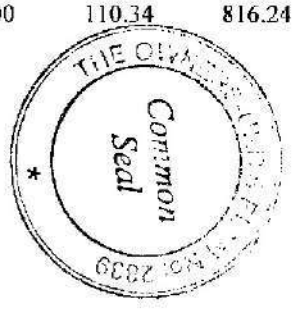


Units Plan No. 2839
LOT BUDGET SUMMARY

31 October 2017

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

			Administrative Fund			Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
00001	1	70	1,008.42	0.00	1,008.42	157.63	0.00	157.63	1,166.05
00002	2	100	1,440.61	0.00	1,440.61	225.19	0.00	225.19	1,665.80
00003	3	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00004	4	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00005	5	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00006	6	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00007	7	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00008	8	101	1,455.01	0.00	1,455.01	227.44	0.00	227.44	1,682.45
00009	9	101	1,455.01	0.00	1,455.01	227.44	0.00	227.44	1,682.45
00010	10	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00011	11	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00012	12	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00013	13	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00014	14	101	1,455.01	0.00	1,455.01	227.44	0.00	227.44	1,682.45
00015	15	101	1,455.01	0.00	1,455.01	227.44	0.00	227.44	1,682.45
00016	16	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00017	17	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00018	18	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00019	19	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00020	20	101	1,455.01	0.00	1,455.01	227.44	0.00	227.44	1,682.45
00021	21	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00022	22	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00023	23	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00024	24	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00025	25	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00026	26	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00027	27	92	1,325.36	0.00	1,325.36	207.17	0.00	207.17	1,532.53
00028	28	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00029	29	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00030	30	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00031	31	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00032	32	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00033	33	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00034	34	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00035	35	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00036	36	43	619.46	0.00	619.46	96.83	0.00	96.83	716.29
00037	37	48	691.49	0.00	691.49	108.09	0.00	108.09	799.58
00038	38	48	691.49	0.00	691.49	108.09	0.00	108.09	799.58
00039	39	49	705.90	0.00	705.90	110.34	0.00	110.34	816.24

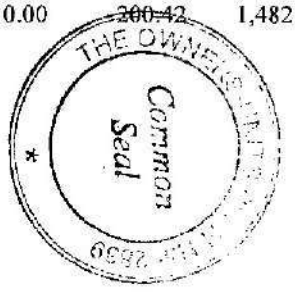


Units Plan No. 2839
LOT BUDGET SUMMARY

31 October 2017

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

			Administrative Fund			Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
00040	40	49	705.90	0.00	705.90	110.34	0.00	110.34	816.24
00041	41	49	705.90	0.00	705.90	110.34	0.00	110.34	816.24
00042	42	49	705.90	0.00	705.90	110.34	0.00	110.34	816.24
00043	43	51	734.71	0.00	734.71	114.84	0.00	114.84	849.55
00044	44	50	720.30	0.00	720.30	112.59	0.00	112.59	832.89
00045	45	50	720.30	0.00	720.30	112.59	0.00	112.59	832.89
00046	46	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00047	47	37	533.02	0.00	533.02	83.32	0.00	83.32	616.34
00048	48	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00049	49	51	734.71	0.00	734.71	114.84	0.00	114.84	849.55
00050	50	51	734.71	0.00	734.71	114.84	0.00	114.84	849.55
00051	51	53	763.52	0.00	763.52	119.35	0.00	119.35	882.87
00052	52	38	547.43	0.00	547.43	85.57	0.00	85.57	633.00
00053	53	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00054	54	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00055	55	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00056	56	53	763.52	0.00	763.52	119.35	0.00	119.35	882.87
00057	57	38	547.43	0.00	547.43	85.57	0.00	85.57	633.00
00058	58	55	792.33	0.00	792.33	123.85	0.00	123.85	916.18
00059	59	55	792.33	0.00	792.33	123.85	0.00	123.85	916.18
00060	60	55	792.33	0.00	792.33	123.85	0.00	123.85	916.18
00061	61	39	561.84	0.00	561.84	87.82	0.00	87.82	649.66
00062	62	54	777.93	0.00	777.93	121.60	0.00	121.60	899.53
00063	63	67	965.21	0.00	965.21	150.87	0.00	150.87	1,116.08
00064	64	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00065	65	67	965.21	0.00	965.21	150.87	0.00	150.87	1,116.08
00066	66	55	792.33	0.00	792.33	123.85	0.00	123.85	916.18
00067	67	67	965.21	0.00	965.21	150.87	0.00	150.87	1,116.08
00068	68	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00069	69	67	965.21	0.00	965.21	150.87	0.00	150.87	1,116.08
00070	70	63	907.58	0.00	907.58	141.87	0.00	141.87	1,049.45
00071	71	67	965.21	0.00	965.21	150.87	0.00	150.87	1,116.08
00072	72	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00073	73	67	965.21	0.00	965.21	150.87	0.00	150.87	1,116.08
00074	74	63	907.58	0.00	907.58	141.87	0.00	141.87	1,049.45
00075	75	68	979.61	0.00	979.61	153.13	0.00	153.13	1,132.74
00076	76	65	936.39	0.00	936.39	146.37	0.00	146.37	1,082.76
00077	77	68	979.61	0.00	979.61	153.13	0.00	153.13	1,132.74
00078	78	89	1,282.14	0.00	1,282.14	200.42	0.00	200.42	1,482.56

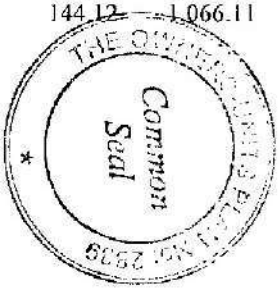


Units Plan No. 2839
LOT BUDGET SUMMARY

31 October 2017

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

			Administrative Fund			Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
00079	79	88	1,267.73	0.00	1,267.73	198.16	0.00	198.16	1,465.89
00080	80	91	1,310.95	0.00	1,310.95	204.92	0.00	204.92	1,515.87
00081	81	92	1,325.36	0.00	1,325.36	207.17	0.00	207.17	1,532.53
00082	82	73	1,051.64	0.00	1,051.64	164.39	0.00	164.39	1,216.03
00083	83	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00084	84	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00085	85	70	1,008.42	0.00	1,008.42	157.63	0.00	157.63	1,166.05
00086	86	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00087	87	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00088	88	74	1,066.05	0.00	1,066.05	166.64	0.00	166.64	1,232.69
00089	89	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00090	90	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00091	91	70	1,008.42	0.00	1,008.42	157.63	0.00	157.63	1,166.05
00092	92	34	489.81	0.00	489.81	76.56	0.00	76.56	566.37
00093	93	37	533.02	0.00	533.02	83.32	0.00	83.32	616.34
00094	94	74	1,066.05	0.00	1,066.05	166.64	0.00	166.64	1,232.69
00095	95	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00096	96	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00097	97	70	1,008.42	0.00	1,008.42	157.63	0.00	157.63	1,166.05
00098	98	34	489.81	0.00	489.81	76.56	0.00	76.56	566.37
00099	99	37	533.02	0.00	533.02	83.32	0.00	83.32	616.34
00100	100	75	1,080.46	0.00	1,080.46	168.89	0.00	168.89	1,249.35
00101	101	65	936.39	0.00	936.39	146.37	0.00	146.37	1,082.76
00102	102	65	936.39	0.00	936.39	146.37	0.00	146.37	1,082.76
00103	103	71	1,022.83	0.00	1,022.83	159.88	0.00	159.88	1,182.71
00104	104	35	504.21	0.00	504.21	78.81	0.00	78.81	583.02
00105	105	38	547.43	0.00	547.43	85.57	0.00	85.57	633.00
00106	106	82	1,181.30	0.00	1,181.30	184.65	0.00	184.65	1,365.95
00107	107	73	1,051.64	0.00	1,051.64	164.39	0.00	164.39	1,216.03
00108	108	82	1,181.30	0.00	1,181.30	184.65	0.00	184.65	1,365.95
00109	109	69	994.02	0.00	994.02	155.38	0.00	155.38	1,149.40
00110	110	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00111	111	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00112	112	73	1,051.64	0.00	1,051.64	164.39	0.00	164.39	1,216.03
00113	113	36	518.62	0.00	518.62	81.07	0.00	81.07	599.69
00114	114	35	504.21	0.00	504.21	78.81	0.00	78.81	583.02
00115	115	69	994.02	0.00	994.02	155.38	0.00	155.38	1,149.40
00116	116	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00117	117	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11



Units Plan No. 2839
LOT BUDGET SUMMARY

31 October 2017

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

			Administrative Fund			Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
00118	118	74	1,066.05	0.00	1,066.05	166.64	0.00	166.64	1,232.69
00119	119	37	533.02	0.00	533.02	83.32	0.00	83.32	616.34
00120	120	34	489.81	0.00	489.81	76.56	0.00	76.56	566.37
00121	121	70	1,008.42	0.00	1,008.42	157.63	0.00	157.63	1,166.05
00122	122	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00123	123	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00124	124	74	1,066.05	0.00	1,066.05	166.64	0.00	166.64	1,232.69
00125	125	37	533.02	0.00	533.02	83.32	0.00	83.32	616.34
00126	126	34	489.81	0.00	489.81	76.56	0.00	76.56	566.37
00127	127	70	1,008.42	0.00	1,008.42	157.63	0.00	157.63	1,166.05
00128	128	65	936.39	0.00	936.39	146.37	0.00	146.37	1,082.76
00129	129	65	936.39	0.00	936.39	146.37	0.00	146.37	1,082.76
00130	130	75	1,080.46	0.00	1,080.46	168.89	0.00	168.89	1,249.35
00131	131	38	547.43	0.00	547.43	85.57	0.00	85.57	633.00
00132	132	35	504.21	0.00	504.21	78.81	0.00	78.81	583.02
00133	133	82	1,181.30	0.00	1,181.30	184.65	0.00	184.65	1,365.95
00134	134	73	1,051.64	0.00	1,051.64	164.39	0.00	164.39	1,216.03
00135	135	82	1,181.30	0.00	1,181.30	184.65	0.00	184.65	1,365.95
00136	136	65	936.39	0.00	936.39	146.37	0.00	146.37	1,082.76
00137	137	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00138	138	66	950.80	0.00	950.80	148.62	0.00	148.62	1,099.42
00139	139	54	777.93	0.00	777.93	121.60	0.00	121.60	899.53
00140	140	65	936.39	0.00	936.39	146.37	0.00	146.37	1,082.76
00141	141	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00142	142	66	950.80	0.00	950.80	148.62	0.00	148.62	1,099.42
00143	143	55	792.33	0.00	792.33	123.85	0.00	123.85	916.18
00144	144	66	950.80	0.00	950.80	148.62	0.00	148.62	1,099.42
00145	145	64	921.99	0.00	921.99	144.12	0.00	144.12	1,066.11
00146	146	67	965.21	0.00	965.21	150.87	0.00	150.87	1,116.08
00147	147	63	907.58	0.00	907.58	141.87	0.00	141.87	1,049.45
00148	148	66	950.80	0.00	950.80	148.62	0.00	148.62	1,099.42
00149	149	65	936.39	0.00	936.39	146.37	0.00	146.37	1,082.76
00150	150	67	965.21	0.00	965.21	150.87	0.00	150.87	1,116.08
00151	151	63	907.58	0.00	907.58	141.87	0.00	141.87	1,049.45
00152	152	87	1,253.33	0.00	1,253.33	195.91	0.00	195.91	1,449.24
00153	153	87	1,253.33	0.00	1,253.33	195.91	0.00	195.91	1,449.24
00154	154	89	1,282.14	0.00	1,282.14	200.42	0.00	200.42	1,482.56
00155	155	91	1,310.95	0.00	1,310.95	204.92	0.00	204.92	1,515.87
00156	156	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22

Units Plan No. 2839
LOT BUDGET SUMMARY

31 October 2017

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

			Administrative Fund			Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
00157	157	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00158	158	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00159	159	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00160	160	53	763.52	0.00	763.52	119.35	0.00	119.35	882.87
00161	161	53	763.52	0.00	763.52	119.35	0.00	119.35	882.87
00162	162	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00163	163	51	734.71	0.00	734.71	114.84	0.00	114.84	849.55
00164	164	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00165	165	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00166	166	53	763.52	0.00	763.52	119.35	0.00	119.35	882.87
00167	167	53	763.52	0.00	763.52	119.35	0.00	119.35	882.87
00168	168	47	677.09	0.00	677.09	105.84	0.00	105.84	782.93
00169	169	47	677.09	0.00	677.09	105.84	0.00	105.84	782.93
00170	170	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00171	171	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
00172	172	53	763.52	0.00	763.52	119.35	0.00	119.35	882.87
00173	173	52	749.12	0.00	749.12	117.10	0.00	117.10	866.22
		10,000	144,060.72	0.00	144,060.72	22,518.67	0.00	22,518.67	166,579.39

THE OWNERS - UNITS PLAN NO. 2839
Common Seal

Rules – Units Plan 2839 Viridian
November 2016

Accepted at AGM 28 November 2016

INTRODUCTION

In order to provide an attractive and safe environment for both residents and commercial businesses operating within the Viridian complex the following Rules have been compiled. They provide guidelines for the general well-being, convenience, comfort and privacy of residents (and their guests) and businesses (and their clients).

Based on the default rules laid down in Schedule 4 of the *Unit Titles (Management) Act 2011*, as amended by the Viridian Owners Corporation, these Rules apply to all owners and residents. Where owners lease their units, these Rules shall be included as an integral part of any lease or other letting arrangements between an owner/agent and tenant.

1 Definitions

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Building at Viridian, including ACTPLA.

Building means all the buildings situated at Blocks 1, 2 & 7 Section 47 and 53 Kingston.

Insurance means:

a) public liability insurance in the sum of $20,000,000;

b) insurance required to the value of the Works, (if necessary); and

c) workers' compensation insurance.

Unit means any unit in Units Plan 2839.

Owner, occupier or user means the owner of the respective Unit from time to time (including any subsequent owner due to a transfer of ownership of the Unit).

Executive Committee means the executive committee of the corporation established under section 34 of the Unit Titles (Management) Act 2011.

Executive committee representative means a person authorised in writing by the executive committee under rule 19(4).

Owners Corporation means the owners corporation created by the registration of Units Plan 2839.

Structure means all that part of the building directly surrounding or within a unit including external walls, internal load-bearing walls, structural ceilings, floors and all parts of Common Property and Unit subsidiaries.

Works means any works including any renovations, improvements, installations, repairs, additions or any other works to the Unit that:

may impact on the structure of the building or

may have the potential to cause a nuisance or annoyance to other unit owners either while the works are in progress or after completion or

are to be permanently attached to either the common property or a unit subsidiary or

may affect the external appearance of the unit

Bond means an amount of money being up to an amount of $10,000 as determined by the executive committee in its absolute discretion having regard to the scope, nature and duration of the Works.

A word or expression in the Act has the same meaning in these rules.

2 Payment of rates and taxes by unit owners

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

THE OWNERS-UNITS PLAN NO 2839 Common Seal

3 Repairs, maintenance and damage

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

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

(3) A unit owner or occupier of a Unit must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property.

(4) Unit owners or occupiers are responsible for any damage to common property or the property of other units caused by themselves, their guests or trades people and service personnel engaged by them either directly or indirectly.

4 Erections and alterations

(1) (a) For units with only a residential use allowed, a unit owner may erect or alter any structure in or on the unit or the common property only in accordance with the express permission of the executive committee and in accordance with established guidelines as approved by the owners corporation.

(b) For units allowed a non-residential use, no consent is required for the erection or alteration of any fit out within the unit provided such erection or alteration is in accordance with any law enforced in the Territory applicable in the circumstances. However, if the erection or alteration affects the structure of the common property, the express permission of the executive committee is required.

Rule 4 (1) can only be changed in future by way of an unopposed resolution of the Owners Corporation.

(2) Further to (1) (a) above it is to be understood that the replacement of any floor covering with tiles, floorboards or any other form of hard flooring are considered to be included.

(3) Detailed requirements for Erections and Alterations are listed in Appendix A.

A document entitled "Guidelines for Building Works (November 2014)" provides further information for undertaking works. This document is available via the Viridian Website (www.viridianatkingston.com) or through the Owners Corporation Manager.

5 Use of Common Property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit. This includes no For Sale/For Lease signs being erected on common property or property managed by the Owners Corporation. This will help maintain the aesthetics of the complex and reduce a Public Liability issue.

6 Hazardous use of unit

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

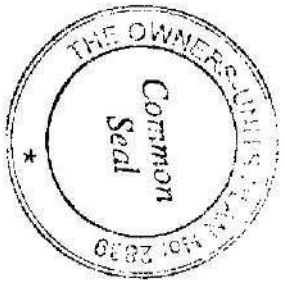
7 Use of unit—nuisance or annoyance

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

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

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

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



8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This is especially relevant between 10 pm and 8 am.

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

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

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

9 Animals

Details are contained with Section 32 of the Unit Titles (Management) Act 2011

(1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the express permission of the Executive Committee.

(2) Owners seeking permission should apply to the Manager who will forward it to the adjoining unit owners for comment prior to it going to the Executive Committee for consideration.

(3) The Executive Committee may give permission under this section, with or without conditions. However, permission will not be unreasonably withheld.

(4) Should an animal cause a nuisance to others, a complaint may be made to the Executive Committee for consideration and permission to keep an animal may be revoked.

(5) Feeding of wild birds has the potential to attract an array of species including potential pests such as sparrows, Indian mynahs and pigeons. Residents are requested not to feed wild birds on balconies, in courtyards or on common property.

10 Illegal use of unit

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

11 Smoking

(1) Unit owners or occupiers must not dispose of cigarette butts on balconies or any Common Property or gardens. Smoking of any substance (e.g. tobacco, cannabis) affects the amenity and health of others (see Rules 6 and 7).

(2) Smoking is prohibited on Common Property, such as underground car parks, stairwells, lifts and the outside grounds and garden areas.

12 Vehicles and Parking

(1) Vehicles must not stand for an excessive period adjacent to the garage sliding doors. Drivers should take extra care on approaches to and within the car parks.

(2) All vehicles must be parked in the car space(s) allocated to the respective Unit.

THE OWNERS-UNITS PLAN NO. [illegible] Common Seal

13 Garbage/Recycling

Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the carparks as well as adjacent to the commercial area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling.

Care needs to be taken to avoid contamination of the recycling materials with garbage and other wastes. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all residents and workers is essential.

(1) Bulky items that can be recycled (such as removalist cartons or packaging around furniture) must be disposed of at the appropriate recycling station. The closest stations are at Mugga Lane and Phillip.

(2) Other household items (such as bedding, furniture, computers, refrigerators, ovens etc) and trade wastes (such as tiles, timber, plasterboard etc) must be disposed of at an appropriate waste disposal station.

(3) Owners or occupiers failing to comply with these rules on the handling of garbage and recycling that causes the need for additional collections or clean up will be held liable for the costs involved.

14 Appearance

(1) Air drying clothes reduces both the use of fossil fuels and the production of green house gases but can also be unsightly. To achieve a balance, these Rules permit the drying of clothes on balconies and courtyards provided this is carried out on small, neat, portable clothes racks. The use of fixed clothes lines or temporary ropes is not permitted.

(2) The visual amenity of Viridian is reduced by inappropriate placement of items on balconies and courtyards. The use, in these places, of indoor furniture such as lounges is not permitted, and rugs, mats, blankets or clothing should not be draped over balcony railings or courtyard walls. Hammocks may not be hung from metal framework.

(3) Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(4) Planter boxes and pot plants must be kept within the boundary of the Unit.

(5) A unit owner or occupier of a unit must not, without the express permission of the Executive Committee, maintain within the unit anything visible from outside the unit that, viewed from outside the unit, is not in keeping with the rest of the building.

15 15 Security.

Security is provided through ***Viridian-Issued Airkey and/or Fob ("e-Devices")*** entry to external security doors; separate keyed entry that provides access to stairwells and individual units; ***e-Device*** entry to lifts to the relevant floors; and ***Airkey access*** to enter underground car parks.

(1) Entry doors to the residential component of the complex are to be kept locked at all times and fire doors must not be propped open or interfered with in any way.

(2) Lost ***e-Devices*** must be reported to the Owners Corporation Manager. Additional or replacement *e-Devices* may be obtained, at ***the current charges for e-Devices (available from the Owners Corporation Manager)*** to the owner or occupier, and all requests should be directed to the Owners Corporation Manager.

THE OWNERS-UNITS PLAN NO. 2819 Common Seal

16 Safety

(1) A unit owner or person authorised by the owner may install:

(a) any locking or other safety device for the protection of the owners Unit against intruders; security screens to balconies may be installed without reference to the Executive Committee, provided the colour is charcoal.

(b) any screen or device to prevent entry of animals or insects on the Unit;

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance in keeping with the appearance of the rest of the building.

17 Planting of Trees

The planting and maintenance of trees in unit courtyard garden beds has potential to adversely impact on structures such as retaining walls, car park, courtyard walls and potentially adversely impact on the vista from neighbouring apartments. Cordyline australis (both normal and red `dwarf` varieties) and `Mop Top` Robinia pseudoacacia are examples of trees that have been planted that will cause problems.

(1) The size of trees and shrubs that can be planted in courtyards must be limited to 2.5 m above the top of the garden bed and have a diameter of no more than 15 cm at 0.3 m above the top of the garden bed.

18 General

In order to maintain the amenity of the area residents and visitors are asked to avoid littering (including cigarette butts) within the complex or onto other residents property.

(1) The Owners Corporation cannot accept responsibility for any personal property removed, damaged, or stolen from common property areas.

(2) Items that are not the property of the Owners Corporation must not be stored or left on common property without the express permission from the Executive Committee.

19 What may an executive committee representative do?

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

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

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

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

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

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

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

(4) The executive committee may give a written authority to a person to represent the corporation under this rule.

20. Recoupment of Costs of Debt Collection

(1) If the owners corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011 then, provided the legal or administrative action was commenced by the owners corporation in good faith, the unit holder shall, be liable to pay the owners corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

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

(3) Notwithstanding clause 1, the owners corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the owners corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the owners corporation, receipts to evidence the amount due or paid by the owners corporation. If the unit holder fails to pay the legal fees or other costs in accordance with clause 1, the owners corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

21. Owners Corporation Insurance Excess

In the event of a leak from an undetermined source, the Unit Owner affected is to report in writing to the Strata Manager in the first instance so that necessary initial investigations can be conducted by the Owners Corporation. The Owners Corporation will undertake the investigative works and will pay for all costs associated for those investigations. The Executive Committee will then determine further actions and/or repairs required i.e. ownership of leak by unit Owner or the Owners Corporation.

The Owners Corporation will be liable for the insurance excess if claimable, or the resultant repair is deemed from common property. (e.g. balcony or roof). However, if the resultant damage is within a unit then the Unit Owner who caused the damage is liable for the insurance excess or subsequent repairs if not claimable or the claim is less than the excess.

22. Seal of Owners Corporation

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act 2011; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

23. Chargeable Electrical Vehicles

The Executive Committee will consider applications for charging points for electric vehicles on the basis that all set-up and ongoing costs associated with the application and the proposed vehicle are to be borne by the applicant. The application should demonstrate that the solution involves no cost or other impact on the Owners Corporation. Applications should be forwarded to the Owners Corporation Manager.

24. Air Conditioner Condensers

(1) A unit owner must advise the Executive Committee, in writing, of their intention to replace an air conditioner condenser located on the roof of the building. Such advice is to include the date and time of the removal, which must be done at the owner's expense. See *Appendix A – Detailed Requirements for Erections and Alterations*.

(2) A unit owner must seek approval, in writing, from the Executive Committee, to place an air conditioner condenser on their balcony and ensure that they abide by the Viridian Rules, in particular Rules 14(5) and 24(1). If the original air conditioner condenser is on the roof of the building, the unit owner must arrange for the disconnected condenser to be removed from the roof at their own expense. Applications should be submitted to the Owners Corporation Manager.

Owners Corporation Manager

The Owners Corporation is currently managed by:

Link Strata Management

Phone: 02 6260 3722 Email: admin@linkservices.com.au

The Viridian website is www.viridianatkingston.com

Appendix A – Detailed Requirements for Erections and Alterations

1. GENERAL CONDITIONS

1. An Owner must not carry out any Works whatsoever without the prior written consent of the Owners Corporation or its Executive Committee.
2. All Works permitted and completed will be registered on a Register that will be available to all members of the owner's corporation.

(a) CONDITIONS AND RIGHTS – BEFORE COMENCEMENT

Before commencement of the Works the Owner must:

i. prepare and provide to the Owners Corporation plans of the proposed Works;

ii. obtain all necessary approvals/consents/permits from any Authorities and provide a copy of each to the Owners Corporation;

iii. obtain written approval for the location, type, appearance, construction materials and size of the Works from the Owners Corporation, such approval not to be unreasonably withheld (and in this regard the Executive Committee is expressly authorised to give approvals on behalf of the Owners Corporation);

iv. give and obtain such written consents in such form as may be required by the Owners Corporation;

v. ensure that any Works which are visible from outside the Unit are in keeping with the rest of the Building and its amenity and be consistent in symmetry, size, shape, colour, appearance, and design of the Building and other works existing (and approved by the Owners Corporation) at the Building as viewed from the front or back of the Building from time to time;

vi. obtain all necessary approvals/consents/permits from any Authorities and provide a copy to the Owners Corporation;

vii. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation; and

viii. effect and maintain Insurance and provide a copy to the Owners Corporation;

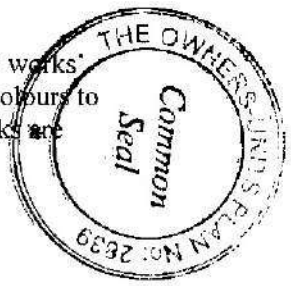
(b) CONDITIONS AND RIGHTS –DURING INSTALLATION

Whilst the Works are in progress the Owner of the Unit at the relevant time must:

i. use duly licensed employees, contractors or agents to conduct the Works;

ii. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

iii. use design, materials and colours consistent with the Building's and other approved works' appearance, such that a reasonable person would deem such design, materials and colours to be consistent with the Building's and other approved works' appearance if the Works are visible from outside of the Unit;



iv. use reasonable endeavours to cause as little disruption as possible;

v. perform the Works during times reasonably approved by the Owners Corporation;

vi. perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;

vii. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

viii. protect all affected areas of the building outside the Unit from damage relating to the Works or the transportation of construction materials, equipment and debris;

ix. ensure that the Works do not interfere with or damage the common property or the property of any other Unit owner other than as approved in this rule and if this happens the Owner must rectify that interference or damage within a reasonable period of time;

x. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 24 hours of any reasonable request from the Owners Corporation (for clarity more than one inspection may be required); and

xi. not vary or increase the scope of the Works or modify any plans in respect of the Works submitted to the Owners Corporation or modify them or any approvals/consents/permits of any Authority without first obtaining the consent in writing from the Owners Corporation (and in this regard the executive committee is expressly authorised to give consents on behalf of the Owners Corporation);

xii. comply with the directions of the Owners Corporation and any Authority concerning the performance of the Works; and

xiii. Observe the Rules in force for this strata scheme.

(c) CONDITIONS AND RIGHTS –AFTER CONSTRUCTION

After the Works have been completed the Owner must without unreasonable delay:

i. notify the Owners Corporation that the Works have been completed;

ii. notify the Owners Corporation that all damage, if any, to Unit and common property caused by the Works and not permitted by this by-law has been rectified;

iii. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;

iv. provide the Owners Corporation's nominated representative(s) access to inspect the Unit within 48 hours of any reasonable request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and

v. the Owners Corporation's right to access the Unit arising under this sub-rule expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

(d) CONDITIONS AND RIGHTS –ENDURING RIGHTS AND OBLIGATIONS

The Owner:

(i) must maintain, replace and keep in good and serviceable repair the Works;

(ii) must maintain and upkeep those parts of the common property in contact with the Works;

(iii) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia;

(iv) remains liable for any damage to Unit or common property (including the Unit) arising out of the Works; and

(v) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works (including their installation or use).

(e) CONDITIONS AND RIGHTS - DEFAULT BY THE OWNER

If the Owner fails to comply with any obligation under these guidelines, then the Owners Corporation may, following reasonable notice:

(i) carry out all work necessary to perform that obligation;

(ii) enter upon any part of the Unit to carry out that work; and

(iii) recover the costs of carrying out that work from the defaulting Owner.

(f) CONDITIONS AND RIGHTS - APPLICABILITY

For the avoidance of doubt, the benefits and burdens of these guidelines pass to any and all future Owners of a respective Unit.

2. MONETARY BOND FOR WORKS TO UNITS

(a) POWERS OF THE OWNERS CORPORATION

The Owners Corporation or its Executive Committee shall have the following additional powers, authorities, duties and functions to be exercised reasonably:

i. to impose on an Owner a condition that a Bond be paid to it as a condition of the consent to carry out Works;

ii. to decide from time to time the amount of the Bond on a case by case basis;

iii. to collect the Bond before Works are commenced;

iv. to hold the Bond in a separate account to be established for the purpose;

v. to refund the Bond, less any bank fees and charges, to the Owner at the completion of the Works if no damage to common property has been caused by the Works.

vi. to delegate to an appropriately qualified person (paid for by the owner) nominated by the Executive Committee the function of assessing the extent of damage (if any) to the common property caused by the Works;

vii. to delegate to any person nominated by the Executive Committee the power to enter on to any part of the Unit to access the damage referred to in this clause; with reasonable notice to the owner;

viii. to withhold all or any part of the Bond from the Owner if the Executive Committee has assessed that damage to the common property has occurred due to the Works;

ix. to appropriate so much of the Bond as is required to rectify the damage to the common property that (in the reasonable opinion of the Executive Committee) has been caused by the Works;

x. to enter on to any part of the Unit to carry out the rectifications pursuant to this by-law;

xi. to demand from the Owner any shortfall in the funds required to rectify the damage to the common property in accordance with this by-law; and

xii. to recover any shortfall in funds required to rectify the damage as a debt in a Court of competent jurisdiction.

Viridian: GUIDELINES FOR ALTERATIONS AND ERECTIONS (November 2014)

Introduction

This document presents guidelines to assist those owners wishing to carry out building works. If more information is required please consult the owner's corporation Manager (Link Strata Management) (02) 6260 3722.

Building works of any kind that will be permanently attached to either any Common Property or Unit Subsidiary or in any way is likely to affect the structure of a unit or the external appearance of a unit may require approval from ACTPLA and input from the Viridian architect. These works must be considered by the Executive Committee and an application form (copy attached) must be completed and provided to the Owners Corporation Manager. Details must be provided of construction methods if work is to be carried out on common property (specifically wall removal, any services e.g. plumbing/gas/electrical/air conditioning) or installing hard floors.

Copies may also be obtained from the Owners Corporation Manager or on-line at www.viridianatkingston.com .

Sufficient time should be allowed to ensure that appropriate consideration can be given to the application.

If you are working with a designer or architect, include copies of their plans with the application. Otherwise attach a written description of the work including as much detail as you can.

Security Bond Deposit

Before any major building work commences you may be asked to lodge with the Owners Corporation Manager a minimum refundable bond of $1,000 as security against damage to common property areas. This could be as high as $10,000 for more complex building works that are likely to impact on the building structure. The Owners Corporation Manager will arrange an inspection before the work commences. Another inspection will be arranged at the end of the work and any security bond will be returned to you less the cost of repairing any damage sustained during the work.

Tradespeople

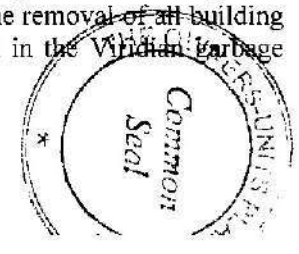
You must use qualified, reputable, licensed contractors approved by the Owners Corporation. They must be insured (copies of their relevant insurances to be provided) and conversant with the applicable Territory laws. They will be deemed to be under your supervision at any time they are in the building. At least 2 days prior to the commencement of work you must arrange with the Owners Corporation Manager for your workers to access the building and park their vehicles. They must comply with all reasonable demands by the Owners Corporation Manager concerning these arrangements. All contractors in the building (including removalists) must share access to the lifts in a reasonable fashion.

Work Hours

Building work is permitted only from 8.00am to 4.00pm Monday to Friday and from 9.00am to 1.00pm Saturday. No work is allowed on Sundays or public holidays. Silent works (eg. painting) may take place at any time if there is no impact on neighbouring apartments. Noisy works (eg. concrete drilling, constant hammering etc) must not start before 9.00am and are not permitted at all on weekends. You must give the Owners Corporation Manager 48 hour's written notice of any noisy works so your neighbours can be warned. Extremely noisy equipment such as jackhammers, rotary hammer drills, and similar may only be used for A SINGLE FOUR-HOUR PERIOD IN ANY GIVEN WEEK. It is your responsibility to ensure that enough labour and equipment is provided to carry out the required task within this four hour period.

Housekeeping

For work inside your unit your apartment door must be closed at all times during building works to prevent the egress of dust. Your tradesmen must lay designated protective mats on all carpets between the lift or foyer and your apartment door and remove them after each refuse move. Hallways and lifts are to be inspected prior to leaving each day and cleaned and/or vacuumed by you or your contractors if necessary. Cleaning directions from the Owners Corporation Manager must be carried out promptly. If the building's cleaners are subsequently required to clean any such areas you will be billed for the expense. You must arrange privately for the removal of all building refuse. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.



Hard Flooring

If a unit holder is considering replacing floor coverings, the unit holder must ensure that the replacement material is of an acceptable level of acoustic resilience.

An acceptable level of acoustic resilience means that the impact sound pressure level of the installed floor covering shall not exceed 45dB (AAAC 5 Star), measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

These finishes must be laid by suitably qualified tradesmen on a suitable acoustic underlay. By way of guidance, the following acoustic underlay products have been independently tested and meet the above requirement:

1. Acoustica AngelStep
2. RegupolBA 17/8mm
3. Embleton Impactamat 7mm
4. Quiet Step Combi-lay

[Please note that as commercial products and specifications may change, you should check the relevant product websites and provide up to date information].

The unit holder must before installing hard flooring:

1. Seek permission from the Owner's Corporation to proceed – by completing the modification/addition application form;
2. Provide the Owner's Corporation Manager with information showing that the materials used will achieve the noise transmission requirements;
3. Provide the Owner's Corporation (OC) Manager, or an agent thereof, with written authorisation to enter the unit (prior to the flooring being laid) for the purpose of inspecting the underlay to ensure the correct materials and installation method has been used, should the OC deem this necessary; and
4. Upon completion of the works, provide the Owner's Corporation Manager with evidence of the acoustic insulation material used and that they have been installed in accordance with the manufacturer's procedures

If the Unit Holder is unable to comply with requirement 4, then the Unit Holder will be required to contract, at his or her own cost, a member of the Association of Australian Acoustical Consultants to perform an Acoustic Isolation Test to verify the noise transmission requirement has been met.

If the unit holder fails to adhere to these conditions for the installation of hard flooring, then the Owner's Corporation may require the removal and replacement the flooring at the unit holder's cost.

Further information on product ratings is available on the relevant product websites.

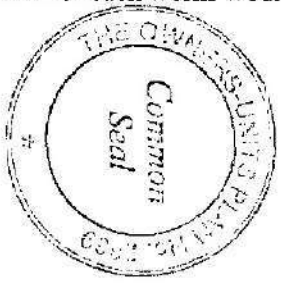
- **Bathroom tiles**, due to the possible damage to water proofing membranes, details of the replacement of these tiles must first be assessed by the Executive Committee.

Minor Works

Minor works such as the painting of walls or minor changes within the unit that have no impact on the structure or appearance of the building or have no impact on common property or the Unit Subsidiary do not require specific approval as blanket approval for such works has been given.

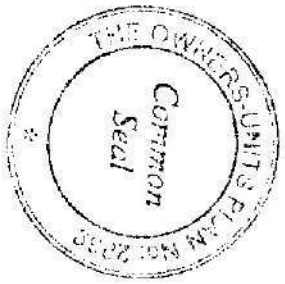
Substantial Works

Works that may have an impact on the structure or have the potential to cause a long-term nuisance to other Unit Owners (such as replacing carpet with a hard floor) or causing significant short-term nuisance (such as noise in undertaking the works) requires approval. An application must be lodged with the owners corporation manager. Approval for such works would normally be referred to the Executive Committee.



More Complex Work

Any work that involves a Common Property wall or a Unit Subsidiary requires an application to be lodged and a Monetary Bond may be required. Approval may require approval from ACT Planning and Land Authority (ACTPLA) and may require a Structural Certificate from an accredited engineer approved by the Owners Corporation. If the works are non-structural and largely confined within the Unit Subsidiary (for example an air-conditioning unit mounted on the floor of a balcony or courtyard) approval may be given by the Executive Committee. For works that may impact on many owners (for example a Vergola), the matter will be referred to the owners corporation as a Special Resolution (requires 66% majority). Works may not proceed until all approvals are received and the Executive Committee authorises the Works.



ALTERATIONS AND ERECTIONS APPLICATION FORM

VIRIDIAN – UNIT PLAN 2839 KINGSTON

(Completed applications should be lodged with the Owners Corporation Manager)

DOCUMENTATION

All applications must be accompanied by sufficient information to allow the Executive Committee to make a decision. This includes:

a. Sketches or plans of the proposed modifications and its location.

b. A clear indication (with sketches if necessary) of what part of the structure will be visible from the windows of other Apartments or externally.

c. An indication of any special requirements that may cause disturbance to the residents of the complex during installation.

d. A sample of colours proposed to be used on Structures, accompanied where possible by colour charts or brochures to assist (statements such as matching colours are insufficient).

e. For hard (timber) flooring, please refer to the Viridian Articles for details of the noise suppression requirements for the complex. Include details of the acoustic underlay to be used and documentation showing its conformity with Viridian's noise transmission guidelines.

f. Certification from an appropriate practising consultant for the relevant application.

g. A Bond to be held by the Owners Corporation may be required for some modifications.

CONDITIONS OF APPROVAL

Once approval is given, owners will be responsible to ensure that the disturbance to all residents during installation is kept to a minimum. Work is only permitted Monday to Friday 9am – 5pm, Saturday 9am to 1pm and not on Sunday. Owners are required to use qualified tradespersons for all work requiring trade certification. It is important that owners make their installer aware of the following conditions when working at Viridian

a. Construction materials must not be dumped in basement bins or on any part of the complex itself, or on the adjacent nature strips, verges, and parkland.

b. All common areas traversed by contractors must be protected, all care must be taken to avoid damage, and all rubbish removed: Avoid any damage to the water proof membrane of the balconies.

c. The Owners Corporation Manager must be notified before work commences and a schedule provided for the timing of the modification/addition.

d. ACTPLA approval may be required – evidence of approval must be provided

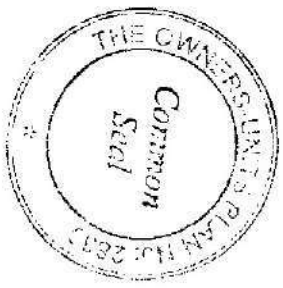
e. A pre and post inspection of common areas to be checked before and after work commences.

f. All building works are to comply with Work Covers' Occupational Health & Safety requirements as defined in the OH&S Act and regulations.

POST INSTALLATION

Where any damage to the common areas has occurred, the owner who makes an approved modification/addition is, as part of that approval, required to restore any damage to the common property to its original state at their cost.

The owner is responsible for the cost of the maintenance and upkeep of the modification/addition.



MODIFICATION/ADDITION APPLICATION

I/we ..... the owners of Apartment ..... seek the approval of the Executive Committee to the following modification(s)/addition(s) (if insufficient space, attach a separate list):

.....

.....

.....

We would like to commence the modification on .....

The following documents are provided in support of the application (for timber flooring, include details of acoustic underlay to be used).

.....

.....

I/we

a. Have read the Modification/Additions Policy and Application Form issued by the Executive Committee and accept that the application will be assessed on that basis.

b. Accept the conditions of Approval set out above and in the Policy and agree to fully comply with them.

c. Indemnify the Viridian Body Corporate from any claims against insurance, damage, wear and tear, fault or defect associated with the building alterations being undertaken at the above address.

d. For timber flooring, agree to provide a tax invoice to the Strata Manager documenting the acoustic underlay materials used.

Signed ..... Date .....

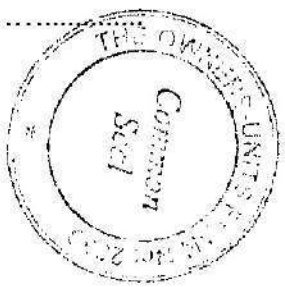
Executive Committee Use only

The above application was considered by the Executive Committee on ....., and (tick whichever is applicable):

a)	Approved.	☐
b)	Approved subject to the attached conditions.	☐
c)	Bond required to be held by Owners Corporation	☐
c)	Referred to Special General meeting of the owners corporation	☐
d)	Not Approved.	☐

Name .....Signed .....

On Behalf of the Executive Committee Date: .....



ACT Government
Justice and Community Safety

OFFICE OF RI
ACT Justice and Commur

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SPECIAI
BY OWNERS COR

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Link Strata Management	PO Box 154 CURTIN ACT 2605	02 62603722

TITLE AND LAND DETAILS				
Volume & Folio	**District/Division**	**Section**	**Block**	**UNITS PLAN NUMBER**
1740:60	KINGSTON	47, 53	7, 1 & 2	2839

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

Rescind Current Rules dated 28 November 2016
Additions and Amendments – Refer to attached document labelled - Explanation of Changes to Current Rules

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Other (specify) -	The Common Seal of The Owners Corporation Units Plan No 2839 ABN: 79806191295 was affixed in the presence of : Janelle Adams – Strata Manager

THE OWNERS-UNITS PLAN No: 2839 Common Seal

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature	Signature Maree Johnston
Full Name (Block Letters) **Janelle Adams – Strata Manager**	Full Name (Block Letters) **Maree Johnston – Business Manager**
Address **C/- PO Box 154 CURTIN ACT 2605**	Address **C/- PO Box 154 CURTIN ACT 2605**
Office Held – **Link Strata Management**	Office Held – **Link Strata Management**

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	15 FEB 2018

It was **Resolved** at the Owners Corporation Units Plan No 2839 Annual General Meeting dated 7 December 2017 by special resolution to make the following additions and amendments to the Rules:

Current Rules	**Replacement Rules**
Minor editorial changes have been made throughout the proposed Rules for consistency, e.g. 'a unit owner', 'Owners Corporation Manager', etc	
Introduction	Amended wording
Definitions	Definitions removed that repeat those in the Act and editorial changes
2	3
3 Repairs, maintenance and damage	4 Appearance of the Viridian, repairs & maintenance and insurance
3(1), (2)	4.1, 4.2
3(3)	4.4
3(4)	4.14.1
4	Provisions specific to commercial units have been moved to new Rule 7 Note about changes to Rule 4(1) has been deleted
4(1)(a)	6.1
4(1)(b)	7.1.1, 7.1.2
4(2)	6.5 – acoustic standard increased to 6 Star
4(3)	6.6
5. Use of Common Property	9. Use of Common Property, smoking, garbage & recycling
5	9.1 Signage restrictions are in 4.3.4, 13.1 and 13.5
6	8.1.2
7(1)	8.1.3
7(2), 8(2)	8.6
7(3), 8(3)	8.7
7(4), 8(4)	8.8
8(1)	8.2

THE OWNERS-UNITS PLAN No: 2839 Common Seal

Current Rules	Replacement Rules
9(1)	12.1
9(2)	12.2, 12.3
9(3)	12.4
9(4)	12.8
9(5)	4.7 expands on previous provision
10	8.1
11(1), 11(2)	7.5, 9.4 (also 8.5 and13.4 contain references)
12(1)	10.3
12(2)	10.2
13 preamble	9.6, 9.7
13(1),(2)	9.8
13(3)	4.14.2
14(1), (2)	4.3
14(3)	4.10
14(4)	4.12.3
14(5)	Deleted
15	New Rule 14 expands on previous provisions
16	4.6, 4.9 expand on previous provisions
17	4.12.1, 4.12.2
18(1)	9.3
18(2)	9.2
19	15
20	17
21	4.15 – 4.18 and focus broadened
22	18
23	11.4
24	New Rule 5 expands on previous provisions
Appendix A –Detailed Requirements for	Replaced by proposed Appendix A – Guidelines for Erections and Alterations and Application Form to remove

Current Rules	Replacement Rules
Erections and Alterations, Guidelines for Alterations and Erections (Nov 2014), Alterations and Erections Applic Form	duplication Provisions relating to monetary bonds moved to Rule 16 Provisions relating to Register of approved and completed works moved to sub-rule 6.8 Provisions relating noise from building works moved to sub-rules 8.3 and 8.4
Proposed Rules - New provisions	
New Rules	4.5 – Notification of graffiti, etc 4.8 – Windows treatments in residential units 4.11 – Fire risks 4.13 – Balcony and courtyards drains, taps, hoses 5. Air Conditioners 6.3 – Trades people's alterations on common property 6.4 – Restrictions on access to roof 7. Commercial units – expands on previous provisions 8.3, 8.4 – noise from building works moved from Appendix A 9.5 – Spraying for pests 10. Basement garages – bicycle storage, power 11. Common services – hot water, free to air TV, etc 12. Pets – expands on previous provisions 13. Selling, leasing and short term stays (incl. AirBnB) 14. Security - expands on previous provisions 16. Monetary Bonds – moved from Appendix A 19. Annual General Meeting papers 20. Strata Manager contact details – expanded

Units Plan No. 2839

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

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 Annual General / General meeting
Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: - 07 December 2017

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

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

-- 7 December 2017-----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.

.....7 December 2017.....

.....Janelle Adams..... *Signature*

.....Manager for Units Plan **2839**..... *Designation*

THE OWNERS-UNITS PLAN No: 2839
Common Seal

.... Seal

Units Plan No. 2839

Minutes of the Annual General Meeting
Held On 07 December 2017 at 6:00pm at
East Lakes Football Club, Duffy Room, 3 Oxley Street, Canberra ACT

Present: Mr & Mrs Bolton – Unit 36, Mr P & Mrs C Pistoor – Unit 78, Mr B Lendon – Unit 79, Mr T Lawrie – Unit 98, Mr R Goldberg & Mr W Curry – Unit 106, Mr T George – Unit 110, Mr R & Mrs H Donaldson – Unit 112, Mr J Redgrove – Unit 123, Mr G Spackman – Unit 124, Mrs E Pennay – Unit 126, Mr S & Mrs T Rumble – Unit 130, Mr D Kolek – Unit 144, Mrs S Buckingham – Unit 155, Mrs D Warren-Smith – Unit 161, Mrs M Ford – Proxy – Units 28, 30, 136, 137, 138, 163, 168, 169, 170, 171.

Apologies: Ms R Navin – Unit 109 & Mr P Nicholas – Units 26 & 152.

In Attendance: Mr A Johnston & Miss E Cummings (Link Strata Management).

Proxies/Absentees:

Lot No.	*Proxy Appointed*
Unit 20	Chairperson
Unit 23	Chairperson (directed vote)
Unit 27	Chairperson
Unit 32	Chairperson
Unit 48	Mr T Lawrie (directed vote)
Unit 87	Mr W Laba (12 months)
Unit 100	Mr W Curry & Mr R Goldberg
Unit 101	Mr W Curry & Mr R Goldberg
Unit 119	Chairperson (directed vote)
Unit 126	Mrs E Pennay
Unit 141	Chairperson (directed vote)
Unit 145	Chairperson (12 months)
Unit 154	Mrs H Donaldson
Units 28,30,136,137,138,163,168,169,170,171	Ms M Ford

PRELIMINARIES

The meeting opened at 6:00 pm, and Ms H Donaldson as Chairperson of the Executive Committee was appointed as Chairperson. Ms Donaldson advised that all documents were on the portal and should owners have difficulty in accessing the portal they should contact Link Strata Management. Copies of papers were also made available at the meeting. Ms Donaldson introduced the current Executive Committee to the meeting.

A quorum was not present. In accordance with The Unit Titles (Management) Act 2011 the minutes to be circulated and unless a petition, signed by the majority of people entitled to vote, is received within 28 days of the decision date the resolutions are taken as being passed.

Proxy Votes

Ms H Donaldson advised the meeting that proxies and absentee votes had been recorded and directed votes would be taken into account during the voting process.

1. **MINUTES OF PREVIOUS ANNUAL GENERAL MEETING**

Motion 1 - Minutes of the previous Annual General Meeting:

It was **resolved** to adopt the minutes of the previous Annual General Meeting dated 28 November 2016 as presented.

Motion Carried.

2. **REPORT FROM THE EXECUTIVE COMMITTEE OF 2017**

Motion 2: It was **resolved** that the Executive Committe's report be accepted.

Motion Carried.

THE OWNERS-UNITS PLAN No. 2839 Common Seal

3. **TREASURER'S REPORT:**
Motion 3(a): It was **resolved** that the Treasurer's report be accepted.

Motion Carried.

Motion 3(b): It was **resolved** that the financial statements for the period 1 November 2016 to 31 October 2017 be accepted as presented.

Motion Carried.

4. **ADMINISTRATIVE FUND:**

Motion 4 (a) Proposed Administrative Fund Expenditure Budget: It was **resolved** by *ordinary resolution* that the proposed Administrative Fund expenditure budget of $514,033.00 excluding GST be adopted.

Motion Carried.

Motion 4 (b) Proposed Administrative Fund Levy Contributions: It was **resolved** by *ordinary resolution* that the Administrative Fund levy contribution of $523,857.00 excluding GST be adopted, and that levies be payable in equal quarterly instalments being 1 January 2018, 1 April 2018, 1 July 2018 and 1 October 2018.

Motion Carried.

5. **SINKING FUND:**

Motion 5 (a) Updated Sinking Fund Plan: It was **resolved** by *ordinary resolution* that the proposed levy contribution and the Financial Summary in the Draft Sinking Fund Plan dated 20 October 2017 provided by QIA be adopted, as presented, and the incoming Executive Committee be authorised to finalise the document for presentation at the next annual general meeting.

Motion Carried.

Motion 5(b) Boiler Replacement: It was **resolved** by *ordinary resolution* that an amount of $74,735 be expended from the Sinking Fund, to cover the replacement of two boilers, one at each end of building, as presented.

Motion Carried.

Motion 5 (c) Garage Gate Repairs: It was **resolved** by *ordinary resolution* that an amount of $14,175 be expended from the Sinking Fund, to cover the replacement of the track and wheels on Gates two & three and a motor and gear box replacement on gate four, as presented.

Motion Carried.

Motion 5 (d) Installation of L.E.D. Lighting in Garages: It was **resolved** by *ordinary resolution* that an amount of $11,000 be expended from the Sinking Fund, to cover the installation of L.E.D. lighting in the basement garages, as presented.

Motion Carried.

Motion 5 (e). Fire Protection System: It was **resolved** by *ordinary resolution* that an amount of $23,500 be expended from the Sinking Fund, for replacement of fire protection equipment, as presented.

Motion Carried.

THE OWNERS-UNITS PLAN No: 2839 Common Seal

Motion 5 (f) Proposed Sinking Fund Expenditure Budget: It was **resolved** by *ordinary resolution* that the proposed Sinking Fund expenditure budget of $123,410.00 excluding GST be adopted.

Motion Carried.

Motion 5 (g). Proposed Sinking Fund Levy Contributions: - It was **resolved** by *ordinary resolution* that the levy contributions of $106,470.00 excluding GST be adopted and they be payable in equal quarterly instalments being 1 January 2018, 1 April 2018, 1 July 2018 and 1 October 2018.

Motion Carried.

Secretarial Note: Levies to be due as follows:

Period	***Due Date***
From 1 January 2018 to 31 March 2018	*1 January 2018*
From 1 April 2018 to 30 June 2018	*1 April 2018*
From 1 July 2018 to 30 September 2018	*1 July 2018*
From 1 October 2018 to 31 December 2018	*1 October 2018*

6. CONTRACT MANAGEMENT FOR 2017/18:

Motion 6 (a) New Contract for the Provision of Security Monitoring Services: It was **resolved** by *special resolution* that the incoming Executive Committee be authorised to investigate and negotiate a new agreement for the provision of security monitoring services for a maximum term of three (3) years, and to sign the agreement on behalf of the Owners Corporation.

Motion Carried.

Motion 6 (b) Maintenance of four Sliding Garage Gates: It was **resolved** by *special resolution* that the incoming Executive Committee be authorised to investigate and negotiate a new agreement for the ongoing maintenance of the four sliding garage gates for a maximum term of three (3) years, and to sign the agreement on behalf of the Owners Corporation.

Motion Carried.

Motion 6 (c) Maintenance of two Bin Room Doors: It was **resolved** by *special resolution* that the incoming Executive Committee be authorised to investigate and negotiate a new agreement for the ongoing maintenance of the two bin room doors to the garbage hopper areas in the garages for a maximum term of three (3) years, and to sign the agreement on behalf of the Owners Corporation.

Motion Carried.

Secretarial Note: Ms M Ford enquired regardingmaintenance of the door on the ground floor to the commercial garbage hopper and the caretaker's shed. Please refer to 'Other Business'.

Motion 6 (d) Proposed Management Agreement: It was **resolved** by *ordinary resolution* that the agreement with Link Corporate Services trading as Link Strata Management be extended for one (1) year from 1 November 2018 to 31 October 2019 in accordance with the terms of the current Strata Management Agreement.

Motion Carried.

THE OWNERS-UNITS PLAN No. 2839 Common Seal

7. RULES OF THE OWNERS CORPORATION

Motion 7 Rules of Owners Corporation: It was **resolved** by *special resolution* that the proposed Rules be adopted as presented and these Rules be registered to revoke the current registered Rules, dated 28 November 2016 as presented.

Motion Carried.

The meeting wished to thank Ms Donaldson for all her hard work on revising the rules.

Secretarial Note: As part of conditions for approvsl of pets, owners be required to inform the Executive Committee when that pet no longer is at the premises. Section 5.6- to amend the" typo". Any amendments and formatting will be revised where the meaning is not changed.

For a full copy of the Rules please refer to the StrataMax Portal and Viridian Website to download or contact Link Strata Management Ph: 6260 3722 for copy.

8. ELECTION OF COMMITTEE FOR 2017/18:

Motion 8: It was **resolved** that the following nominations be taken for membership of the Executive Committee.

Mr Randy Goldberg, Mr Steven Rumble, Mrs Helen Donaldson, Ms Deb Warren-Smith, Mr Jeremy Redgrove, Mr Geoff Spackman and Mr Paul Nicholas.

As there were no objections all nominees were elected to form the Executive Committee:

Motion Carried.

Secretarial Note: The meeting did not support a proposal that part owners of a unit are each eligible to be a member of the Executive Committee, but preferred that a maximum of one member per unit should continue to apply.

9. OTHER BUSINESS:

Security Co-ordination: The Executive Committee wishes to thank Mr Randy Goldberg and Mr Tony Maples for their contribution to the co-ordination of security in the Viridian.

- **Ideas from individual owners for improvements and the Executive Committee**
  Mr W Curry advised the attending owners that he would like to perform investigations into improving the bike storage and solar panels at the complex. The question was raised if a person, not being a member of the Executive Committee, can investigate and obtain quotes. It was agreed that all requests for improvements to the complex are welcome and should be submitted to Link Strata Management who will pass on the details to the Executive Committee. It was also noted that work to improve bicycle storage is already in progress.

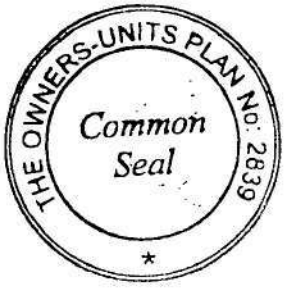
- **Basement Cars**
  An owner raised the issue of dusty cars that owners permanently park in the basement. While it was agreed that vehicles should be maintained and cleaned, it was noted that the Owners Corporation has no authority to require this. A letter will be sent to the owner of these vehicles seeking their cooperation.

- **Safety Rails**
  It was suggested by an attending owner for the request of safety rails be installed on the Dawes Street side of the complex. It was agreed that a request should be submitted to Link for the incoming Executive Committee's consideration and the necessary investigations.

- **Door to ground floor Bin Room and the caretaker's shed –**
  Ms M Ford queried if the doors are serviced and in working order and was advised that they are kept open and are not in use. Ms H Donaldson undertook to refer this to the incoming Executive Committee.

- **Balcony Leak –**
  An owner queried what could be done to expedite a resolution of a on going leaking problem with their balcony. No attending owners had the required information and the Chairperson undertook to raise it with the Strata Manager.

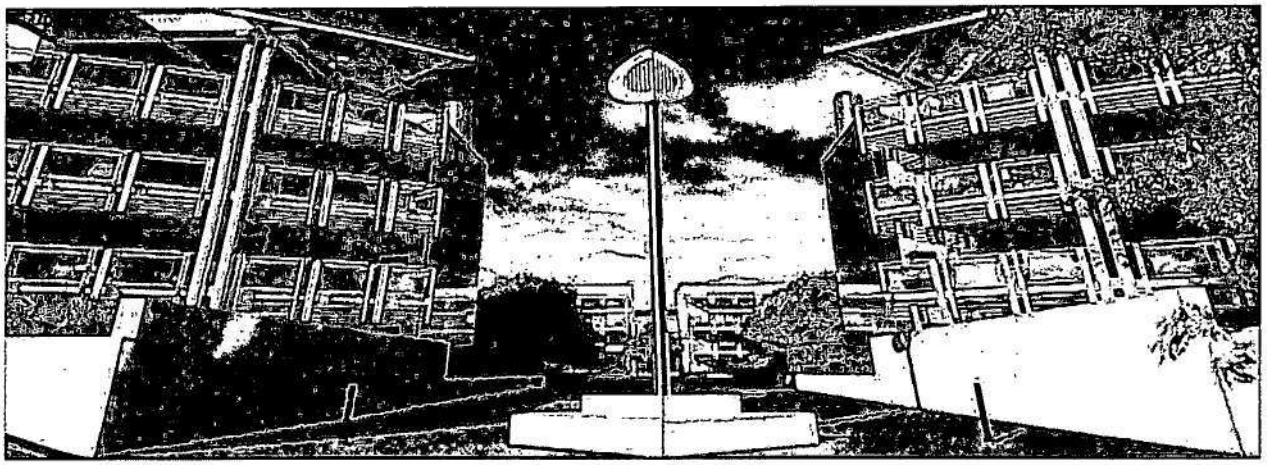
There being no further business, the meeting closed at 6:50 pm.



THE OWNERS-UNITS PLAN No: 2839 Common Seal *

OWNERS CORPORATION RULES – UNITS PLAN 2839

THE VIRIDIAN



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OWNERS CORPORATION RULES – UNITS PLAN 2839 THE VIRIDIAN

Approved by AGM of 7 December 2017

1. Introduction

These Rules are based on the default Rules laid down in Schedule 4 of the *Unit Titles (Management) Act* 2011 (the Act), as amended under s.108 by the Viridian Owners Corporation. Their aim is for all Viridian owners, residents and their guests, including businesses, to share an environment that is comfortable, attractive and respectful of the needs of other owners and residents.

The Rules are publicly available on the Viridian website: www.viridianatkingston.com

2. Definitions

2.1. In these Rules:

Executive committee representative means a person authorised in writing by the Executive Committee under sub-rule 15.4.

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

Owners Corporation means the owners corporation created by the registration of Units Plan 2839.

Strata Manager refers to Link Strata Management,
PO Box 154, Curtin ACT 2605.
Phone: 02 6260 3722.
Email: admin@linkservices.com.au

2.2. A word or expression in the Act has the same meaning in these Rules.

3. Payment of rates and taxes by unit owners

Unit owners must pay all rates, taxes and any other amount payable for the unit.

4. Appearance of the Viridian, repairs & maintenance and insurance

4.1. Unit owners must ensure that their units are in a state of good repair.

4.2. Unit owners must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

4.3. Owners, occupiers or users of units must keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

4.3.1. Items that are not permitted on balconies and in courtyards include indoor furniture such as lounges, fixed clotheslines and items that hang from metal framework, such as hammocks.

4.3.2. Draping rugs, mats, blankets or clothing over balcony railings or courtyard walls is also not permitted.

THE OWNERS-UNITS PLAN No: 2839 Common Seal *

4.3.3. Small, neat, portable clothes racks that are capable of being removed are permitted on balconies and in courtyards as long as they are removed when not in use and not left in place for prolonged periods of time.

4.3.4. 'For Sale' and 'For Lease' signs are not permitted on common property (see Rule 13).

4.4. Owners, occupiers or users must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.

4.5. Owners, occupiers or users are encouraged to report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.

4.6. An owner or a person authorised by the owner may install:

4.6.1. A locking or other safety device for the protection of the owner's unit against intruders, subject to any external requirements such as fire safety standards, see sub-rule 4.9 on screens for doors and windows;

4.6.2. Any structure or device to prevent harm to children. If it is visible externally to the unit, the owner should contact the Strata Manager to seek the approval of the Executive Committee.

4.7. Owners, occupiers or users should not erect bird feeders or otherwise feed birds on balconies, in courtyards or on common property as they have the potential to attract pests. Feeding possums is also discouraged.

4.8. Owners of residential units must ensure that window treatments used in their units (such as blinds, curtains, drapes, etc), when viewed from outside the unit, are only white or cream in colour, unless otherwise approved by the Executive Committee.

4.9. Owners, occupiers or users must not install any custom window coverings, including bars, security screens or fly screens, which can be seen from the exterior of the building or common property, without the approval of the Executive Committee. As a guide, the frames of security screens to courtyard and balcony doors should be charcoal in colour and the screens must not have patterned grills, etc, that change their appearance from the exterior of the unit.

4.10. Owners, occupiers or users must observe any maximum load limits applying to the floors and balconies in their unit and the common property. Spa baths are permitted only in accordance with the express permission of the Executive Committee.

4.11. Open flame, solid fuel BBQs or heaters, such as coal or wood, create a fire risk and are strictly prohibited.

4.12. Trees and plants in courtyard garden beds and on balconies have the potential to impact adversely on structures such as retaining walls, courtyard walls, metal work and the car park, as well on neighbouring units.

4.12.1. Cordyline australis and `Mop Top` Robinia pseudoacacia are examples of trees that are likely to cause problems and are not permitted;

4.12.2. The size of trees and shrubs must be limited to 2.5m in height, and have a diameter of no more than 15cm at 0.3m above the top of the garden bed or balcony floor;

4.12.3. Planter boxes and pot plants must be kept within the boundary of each courtyard, unit and balcony.

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4.13. To avoid water building up and causing damage to other units and the basement garages, owners, occupiers or users must ensure that the drains on balconies and in courtyards and any taps and hoses are unblocked and in good repair.

4.14. Owners are responsible for the cost of:

4.14.1. repairing any damage to common property or the property of other units caused by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly;

4.14.2. additional garbage collections or clean up resulting from the failure to comply with these Rules by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly, see Rule 9.

4.15. Owners and occupiers should hold their own insurance policies for coverage of any incidents that may arise within their units and the garages.

4.16. Any excess payable on an insurance claim is the responsibility of the owner of the unit to which the claim is related.

4.17. If the insurance claim relates to common property then the excess is the responsibility of the Owners Corporation.

4.18. In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary initial investigations. The Owners Corporation will pay for costs associated with those investigations. The Executive Committee will then determine further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner or the Owners Corporation.

5. Air Conditioners

5.1. Unit owners are responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning may be located on the common property.

5.2. The Owners Corporation is not responsible for contributing to the repair and maintenance of air conditioners.

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

5.4. Unit owners must seek approval from the Executive Committee to replace an air conditioner.

5.5. If the air conditioner condenser to be replaced is located on the roof:

5.5.1. the owner is responsible for the costs incurred for accessing the roof to remove the original unit and install a replacement unit;

5.5.2. approval will be required for trades people to access the roof, see sub-rule 6.4;

5.5.3. the replacement unit is to be installed in the space left vacant by the original unit. Details of any proposal to vary from this must be provided in the application required by sub-rule 5.4.

5.6. The Strata Manager and Executive Committee will make every effort to inform an owner who has sought approval to replace an air conditioner on the roof of any known opportunities for cost sharing with another owner.

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6. Erections and alterations

6.1. Owners of residential units may erect or alter any structure in or on the unit or the common property only in accordance with –

6.1.1. the express permission of the Executive Committee and any guidelines approved by the Owners Corporation (see sub-rule 6.6); and

6.1.2. the requirements of any applicable territory law, e.g. a law requiring development approval to be obtained for the erection or alteration.

6.2. Permission may be given subject to conditions stated in the resolution.

6.3. Unit owners must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee, e.g. piping, conduits, cables, etc.

6.4. Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols.

6.5. Owners must ensure that when considering the replacement of floor covering in their unit with tiles, floorboards or any other form of hard flooring, the replacement material is an acceptable level of acoustic resilience, AAAC 6 Star, and complies with the guidelines at Appendix A.

6.6. Guidelines for Erections and Alterations and an application form are at Appendix A. They are also available from the Strata Manager and at www.viridianatkingston.com.

6.7. Further to sub-rules 6.3 - 6.6, Rule 7 applies to owners of commercial units.

6.8. All works permitted and completed under Rules 6 and 7 will be recorded in a Register and made available on request to the Strata Manager.

7. Commercial units

7.1. Owners of commercial units:

7.1.1. are not required to seek Executive Committee permission for the erection or alteration of a fit out within the unit, provided it is in accordance with the requirements of any applicable territory law;

7.1.2. must obtain approval from the Executive Committee if the erection or alteration affects the structure of the common property;

7.1.3. must obtain approval of the Executive Committee for any proposed window treatments and such approval is not to be unreasonably withheld;

7.1.4. may erect one external sign in a location immediately above or adjacent to the entry to their unit in a design approved by the Executive Committee;

7.1.5. may affix signage and display material relevant to their commercial activities in the windows of their units.

7.2. The only grounds on which the Executive Committee may object to a sign is on the basis that it:

7.2.1. compromises the original architectural aesthetics of the building; or

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7.2.2. could reasonably be determined that it may cause material structural damage to the building.

7.3. Each owner of a commercial unit is responsible for commercial waste removal, the cleaning of any grease traps and the maintenance and cleaning of the exhaust system.

7.4. Waste must not be placed in any common property areas other than those allocated for commercial units.

7.5. An owner of a commercial unit must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges.

8. Use of units – illegal, hazardous, causing noise, nuisance, annoyance

8.1. Owners, occupiers or users of a unit must not use the unit, or permit it to be used:

8.1.1. to contravene a law in force in the territory;

8.1.2. so as to cause a hazard to an owner, occupier or user of another unit;

8.1.3. in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

8.2. Subject to 8.3, owners, occupiers or users of a unit must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This is especially relevant between 10pm and 8am.

8.3. Owners, occupiers or users of a unit must not allow building works that make such noise as might be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit outside the hours of 8.00am and 4.00pm, Monday to Friday, and 9.00am and 1.00pm on Saturdays. Such works are not permitted at any time on Sundays or public holidays. Particularly disruptive works, such as concrete drilling, ongoing hammering, etc are to be undertaken between 9.00am and 4.00pm Monday to Friday only.

8.4. Written notice of any activities covered by this Rule should be given to the Strata Manager at least 48 hours in advance to allow for neighbours to be informed.

8.5. Owners and occupiers who are smokers or whose guests, visitors or trades people are smokers, should note Rules 7 and 9 on smoking in residential and commercial units.

8.6. This Rule does not apply to a use of a unit that is prohibited under this Rule if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.

8.7. Permission may be given subject to stated conditions.

8.8. Permission may be withdrawn by special resolution of the Owners Corporation.

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9. Use of common property, smoking, garbage & recycling

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

9.2. Items that are not the property of the Owners Corporation must not be stored or left on common property without written permission from the Executive Committee.

9.3. The Owners Corporation cannot accept responsibility for any personal property removed, damaged, or stolen from common property areas, e.g. prams, bicycles.

9.4. An owner, occupier or user of a residential unit must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges. Smokers are reminded to consider their neighbours when smoking on balconies, including taking butts and ash trays indoors so they do not blow onto nearby balconies and courtyards.

9.5. A regular cycle of spraying around the common property to protect against pests occurs at regular intervals. Notification is sent to all owners in advance.

9.6. Owners, occupiers or users must not dispose of any refuse, rubbish or recyclable material on common property except in the appropriate receptacles provided for that purpose. Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling.

9.7. Care needs to be taken to avoid contamination of the recycling materials with garbage and other waste. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all owners, occupiers and contractors is essential for effective recycling.

9.8. Bulky items that can be recycled must be disposed of at the appropriate recycling station, e.g. removal cartons and packaging materials. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate waste disposal point (more at http://www.regyp.com.au).

10. Basement garages

10.1. The basement garages are not 'secure' areas. Owners, occupiers and users are responsible for the security of their motor vehicles, motorcycles, bicycles and all other items stored in storage sheds and garages (see Rule 14).

10.2. All vehicles must be parked in the car space(s) allocated to the respective unit. Parking of vehicles must not cause obstruction or impede another vehicle's access.

10.3. Drivers should take extra care on approaches to and from the car parks and avoid standing for prolonged periods near the gates.

10.4. Bicycle racks are located in the garages for the use of residents. Bikes (or bike locks) must be tagged with the unit number of the owner. This is to enable the Executive Committee to identify any abandoned bikes and maximise the spaces available for current residents.

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10.4.1. The Executive Committee will attempt to contact owners of any apparently abandoned bikes, however, if the bike is not tagged with a unit number, they may remove it from the bike rack. If no one has claimed the bike within three months, the Committee will take steps to dispose of the bike, e.g. donate it to charity.

10.5. Power points in the garages are for common property use only. Power cords and extension cords are unsafe in this environment. Any owner who wishes to utilise these power points must contact the Strata Manager to seek Executive Committee approval.

11. Common services - hot water, free to air TV, Foxtel, charging points

11.1. The hot water plant for the Viridian complex is centralised. It is managed by the Owners Corporation with the cost of operating and maintaining the plant split proportionally between unit owners based on unit entitlement.

11.2. Free to air TV is delivered via antennae and hubs on common property and secondary hubs, Intra hubs, that are located within units. All in-unit costs are borne by individuals.

11.3. Foxtel may be installed at the expense of owners through individual subscriptions. It is available via ports in each apartment, in the Intra hub box, and is delivered to the complex via a central Foxtel satellite receiver. Please note that this is a single cable feed and is therefore unable to deliver an IQ HD signal. Standard Foxtel boxes are compatible.

11.4. There is currently no provision for charging electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager.

11.5. Power points in the garages are not for individual use, see sub-rule 10.5.

12. Pets

Consistent with Section 32 of the *Unit Titles (Management) Act* 2011:

12.1. An owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the Executive Committee.

12.2. A request to keep a pet in a unit must be submitted in writing to the Strata Manager with the following information:

12.2.1. the species, breed and age of the pet;

12.2.2. evidence that the pet is registered and vaccinated;

12.2.3. confirmation that the pet is not likely to be a danger or hazard to any owner, occupier or user of the common property.

12.3. The Strata Manager will forward the application to adjoining unit owners or occupiers for comment prior to sending it to the Executive Committee for consideration.

12.4. The Executive Committee may give permission under this section, with or without conditions. However, permission will not be unreasonably withheld.

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12.5. Approval relates only to the pet that is the subject of the request and as such may not be transferred.

12.6. When not confined to the unit, pets are to be appropriately and effectively restrained and under the control of a responsible individual while on the common property of the Viridian. Dogs and cats should be clearly under the control of their handler/owner either through a collar, halter, harness or leash, or in a carrier.

12.7. Pets must also be identified by way of collar and a tag which provides contact details of the owner.

12.8. The Executive Committee has the power to revoke approval under this Rule if it reasonably believes the pet has caused or is causing a substantial nuisance to an owner, occupier or user of another unit and it is satisfied on reasonable grounds that such substantial nuisance is likely to continue.

12.9. Any damage or soiling of common property caused by pets is the responsibility of the pet owner, who must, at their cost and expense, clean that part of the common property.

12.10. Owners, occupiers and users must dispose of animal litter products in an appropriate manner – secured in a plastic bag, (preferably double bagged and tied shut) and placed in the general waste bin, not the recycling bin.

13. Selling, leasing and short term stays

13.1. Owners who are selling their unit must:

13.1.1. provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent is familiar with the restrictions that will apply to any new owner, occupier or user of the unit;

13.1.2. ensure any marketing or advertising connected with the sale of their unit conforms with these Rules;

13.1.3. not display or install any 'For Sale' sign on any part of the common property.

13.2. 'Open for Inspection' signs connected with any unit for sale may only be erected during inspection times and must be promptly removed at the end of an inspection period on any given day.

13.3. Owners who lease their unit must provide to their leasing agent and/or prospective occupiers a copy of these Rules to ensure they are familiar with the restrictions that will apply if they occupy the unit.

13.4. Unit owners who wish to lease their unit for short stay accommodation, including AirBnB, should advise the Strata Manager so that their unit number may be added to a Register with their contact details or those of an agent. In recognition of the potential impact of such arrangements on neighbouring units and the common property, owners should provide prospective occupiers with a copy of these Rules, particularly drawing to their attention the provisions about noise, security, smoking, etc.

13.5. Owners who wish to lease their unit must not display or install, or permit to be displayed or installed, any 'For Lease' signs on any part of the common property.

14. Security

14.1. It is not possible for a complex like the Viridian to be fully secure. Therefore it is very important that owners, occupiers and users are aware of the access arrangements and follow them at all times. In particular, no one should allow another person to tail gate into the foyers, lifts or car parks or otherwise provide access to anyone they do not know.

14.2. The Viridian's access control and monitoring system includes eDevices – called Airkeys, remotes or fobs – to access external entry doors, lifts to specific floors and the basement garages; keys to access stairwells and individual units; and security cameras in the garages and driveways.

14.2.1. The key to an individual unit also opens the fire door from inside the stairwell to the relevant floor, giving residents access to their floor via the stairs or the lift. It is important to take this into account if you decide to replace the key to your unit, i.e. to ensure you are able to access your floor in the event that the lift is unavailable.

14.2.2. No key is required to open the fire door and exit your floor via the stairwell, as this is a fire exit.

14.3. The loss of an eDevice or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager.

14.4. Replacement and additional eDevices may be purchased through the Strata Manager.

14.5. External entry doors to the residential areas of the complex must be locked at all times. These doors and the fire doors must not be propped open or interfered with in any way.

14.6. Footage from the security cameras may be accessed only in response to a security incident or a reported breach of these Rules. Privacy is a primary consideration in both the placement of cameras and in response to any requests for access to footage. Requests should be submitted to the Strata Manager. A register is maintained of the date security footage is accessed, by whom and the reason.

14.7. In the event of a security incident, owners, users or occupiers should:

14.7.1. report it to the appropriate authority (even if it is considered to be minor, the report may useful for local area crime statistics and therefore resource planning); and

14.7.2. report it to the Strata Manager so the Executive Committee is in a position to identify if any action should be considered for the complex.

15. What may an Executive Committee representative do?

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

15.1.1. if the committee has reasonable grounds for suspecting that there is a breach of the Act or these Rules in relation to a unit— inspect the unit to investigate the breach;

15.1.2. carry out any maintenance required under the Act or these Rules;

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15.1.3. do anything else the Owners Corporation is required to do under the Act or these Rules.

15.2. An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in sub-rule 15.1.

15.3. An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in sub-rule 15.1 unless—

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

15.3.2. in an emergency, it is essential that it be done without notice.

15.4. The Executive Committee may give a written authority to a person to represent the corporation under this Rule.

16. Monetary Bonds

16.1. The Executive Committee shall have the following additional powers, to be exercised reasonably:

16.1.1. to impose on an owner a condition that a Bond of between $1,000 and $10,000 be paid to the Owners Corporation as a condition of approval to carry out works;

16.1.2. to decide from time to time the amount of the Bond on a case by case basis;

16.1.3. to collect the Bond before works are commenced and to hold the Bond in a separate account to be established for the purpose;

16.1.4. to refund the Bond, less any bank fees and charges, to the owner at the completion of the works if no damage to common property has been caused by the works;

16.1.5. to delegate to an appropriately qualified person (paid for by the owner) nominated by the Executive Committee, the function of assessing the extent of damage (if any) to the common property caused by the works;

16.1.6. to withhold all or any part of the Bond from the owner if the Executive Committee has assessed that damage to the common property has occurred due to the works;

16.1.7. to appropriate so much of the Bond as is required to rectify the damage to the common property that (in the reasonable opinion of the Executive Committee) has been caused by the works;

16.1.8. to enter on to any part of the unit to carry out the rectifications pursuant to this Rule;

16.1.9. to demand from the owner any shortfall in the funds required to rectify the damage to the common property in accordance with this Rule; and

16.1.10. to recover any shortfall in funds required to rectify the damage as a debt in a Court of competent jurisdiction.

17. Debt Collection

17.1. If the Owners Corporation incurs legal or other costs in any legal or administrative action against an owner, including action to recover amounts owing pursuant to section 95 of the *Unit Titles (Management) Act* 2011 then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the owner shall be liable to pay the Owners Corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

17.2. The owner agrees that any monies which are payable pursuant to sub-rule 17.1 shall be a debt enforceable by the Owners Corporation against the owner.

17.3. Notwithstanding sub-rule 17.1, the Owners Corporation shall not be entitled to recover any legal fees or other costs from the owner unless the Owners Corporation first provides to the owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation. If the owner fails to pay the legal fees or other costs in accordance with sub-rule 17.1, the Owners Corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the owner shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

18. Seal of Owners Corporation

18.1. For the attaching of the seal of the Owners Corporation to a document to be effective, the Strata Manager is allowed to apply the seal to all statutory documents required under the *Units Titles (Management) Act* 2011, including Section 119 certificates and notices of reduced quorums.

18.2. The Executive Committee is to approve the application of the seal on all other documents, such as contracts and service agreements.

19. Annual General Meeting papers may be sent by email

For the purpose of giving notice of a general meeting under Section 3.6 of the *Unit Titles (Management) Act* 2011, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

20. Strata Manager

Link Strata Management
PO Box 154, Curtin ACT 2605

Phone: 02 6260 3722 (Note: This phone is monitored after hours for emergency calls)

Email: admin@linkservices.com.au

Approved by AGM of 7 December 2017

Appendix A

Guidelines for Erections and Alterations and Application Form

Where the approval or permission of the Executive Committee is required by the Owners Corporation Rules – Units Plan 2839, the provisions of this document will form the basis of the Committee's decision. The Executive Committee is expressly authorised to give approvals on behalf of the Owners Corporation. All works approved and completed will be recorded in a Register and made available on request to the Strata Manager.

A monetary bond may be required as a condition of approval, see Rule 16.

For the purposes of these guidelines, **'erections and alterations'** includes any building works, renovations, improvements, installations, repairs and additions to a unit that:

- may impact on the structure of the building, or
- may have the potential to cause a nuisance or annoyance to other owners either while in progress or after completion, or
- are to be permanently attached to either the common property or another unit, or
- may affect the external appearance of the unit or the Viridian complex.

Minor works such as the painting of walls or minor changes within a unit that have no impact on the structure or appearance of the building or have no impact on common property do not require specific approval.

Hard Flooring, including wood and tiles

All apartments in the Viridian were originally designed and built with carpet as the standard floor covering, and it is in the interests of the peaceful enjoyment of all owners, occupiers and users that carpet continues to be the preferred floor covering for all rooms except kitchens, bathrooms and laundries.

The Viridian Rules require an owner who is considering replacing floor coverings with tiles, floorboards or any other form of hard flooring to ensure that the replacement material is of an acceptable level of acoustic resilience, AAAC 6 Star. This means that the impact sound pressure level of the installed floor covering shall not exceed 40dB, measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

Hard flooring must be laid by qualified trades people on a suitable acoustic underlay. By way of guidance, the following acoustic underlay products have been independently tested and meet the 6 Star standard:

a. Acoustica AngelStep;

b. RegupolBA 17/8mm.

As commercial products and specifications may change, this list is not exhaustive and owners who wish to propose a different product will need to provide evidence that it meets the required standard.

In addition to the supporting information suggested in the following section, 'The Approval Process', applications for the installation of hard flooring are required to provide:

- information showing that the materials to be used will achieve the noise transmission requirements;
- in respect to wet areas, such as kitchens, bathrooms and laundries, documentation to demonstrate that water proofing membranes will not be compromised and details of the replacement material and installation method;
- written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary.

Upon completion of the works, the owner is required to provide to the Strata Manager evidence of the acoustic insulation materials used and confirmation that they have been installed in accordance with the manufacturer's procedures and meet the acoustic standard. For tiling, in addition to evidence that the completed work meets the required acoustic standard, confirmation is needed that it has been appropriately waterproofed.

Protection of common property

To protect the lifts, padded curtains are available, e.g. during the transfer of construction materials. Please contact the Strata Manager at least two days in advance to arrange their installation before the arrival of your trades people.

While works are in progress, excessive dust is likely to be created and carried outside the unit. Therefore the door from the unit to common areas must be closed at all times during building works. Trades people are to use designated protective mats on floors between the door and the lift or foyer and remove them when they leave for the day. Owners are responsible for inspecting hallways and lifts prior to trades people leaving each day and doing any cleaning and/or vacuuming. Cleaning directions from the Strata Manager must be carried out promptly.

Under sub-rule 4.14 owners are responsible for any costs arising from clean up, damage and garbage disposal required because their trades people and workers failed to comply with the Rules. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

The Approval Process

The decision to approve a proposal from an owner for alterations or building works will be based on the completed Application Form (attached to these Guidelines) and any supporting documents provided with it to the Strata Manager.

Works may not commence until the approval is granted. Therefore it is in the interests of owners to provide as much information as possible with the Application Form. Depending on the nature of the works, this might include:

- sketches or plans of the proposed modifications with a clear indication of their location and how the proposed works will affect the appearance of the property, including any part of a proposed structure that will be visible externally;
- a sample of colours proposed to be used on structures, accompanied where possible by colour charts or brochures;

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- plans and specifications for the proposed works prepared by suitably qualified persons, e.g. a structural engineer to address impacts on the structural integrity of the building;
- permits, approvals or consents required for the proposed works under territory laws, e.g. ACT Planning and Land Authority (ACTPLA);
- confirmation that appropriately qualified trades people will be used;
- confirmation that the proposed works will not affect adversely any fire safety and/or physical safety aspects of the property;
- a schedule of the timing of the works and any special requirements that may cause disturbance to other residents of the complex during installation with the proposed dates and times (see Rules 8 and 9 relating to noise, nuisance, annoyance and impact on the common property).

The owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review the plans, specifications and/or supporting documents if such review is considered necessary.

In signing the Application Form, the owner agrees to indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the works. Owners and contractors must have their own insurance.

On receipt of an Application Form for erections or alterations, the Executive Committee may approve the request, or, due to the significant impact of the proposal on the property, may decide to put a motion on the agenda for the next general meeting as to whether the request should be approved. Any such motion will be distributed with all documents submitted by the owner in support of the application.

Such applications will be considered at the next scheduled general meeting unless the owner agrees in writing to pay for the administrative costs of the Owners Corporation convening an earlier general meeting to consider the request.

Approval of an application, either by the Executive Committee or at a general meeting, will include the following conditions:

- the owner must comply, and ensure their contractors comply, with any applicable territory law and the plans and specifications relating to the works; and
- the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

If an owner fails to adhere to the conditions, the Owners Corporation may require changes to be made at the owner's expense.

Contact details for the Strata Manager for the Viridian:

Link Strata Management
PO Box 154, Curtin ACT 2605

Phone: 02 6260 3722

Email: admin@linkservices.com.au

OWNERS CORPORATION RULES – UNITS PLAN 2839 THE VIRIDIAN

APPLICATION FORM – ERECTIONS AND ALTERATIONS

I/we, ... , the owners of unit ....., seek the approval of the Executive Committee to the following erections/alterations:

.....
.....
.....

.....

The following documents are provided in support of the application:

.....
.....
.....
.....

We would like the works to commence on .....(date).

I/we

a. have read and agree to comply with the Owners Corporation Rules – Units Plan 2839 and Appendix A, Guidelines for Erections and Alterations, and accept that the application will be assessed on that basis;

b. indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the building erections and/or alterations at the above address.

Signed ..... **Date .....**

Executive Committee Use only

1. The above application was considered by the Executive Committee on ..... and is:
   - o Approved
   - o Approved subject to the attached conditions
   - o Referred to a special/general meeting of the Owners Corporation
   - o Not Approved

2. In accordance with Rule 16, a monetary bond is/ is not required. Amount $..... .

THE OWNERS-UNITS PLAN No: 2839 Common Seal

Signed on behalf of the Executive Committee

Name ..... **Date .....**

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

SPECIAL RESOLUTION

SR

SR$3177194 19/07/2022 11:14:24 Wood E

3177194

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

SPECIAL RESOLUTION BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Email Address**	**Contact Telephone Number**
Link Strata Management	Admin@linkservices.com.au	(02) 6260 3722

TITLE AND LAND DETAILS				
Volume & Folio	**District/Division**	**Section**	**Block**	**UNITS PLAN NUMBER**
1740:60	KINGSTON	53 47	1/2 7	2839

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)
New rules approved for addition to existing.

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS-UNITS PLAN No: 2839 Common Seal

CERTIFICATION *Delete the inapplicable*

Applicant

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

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

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

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

Signed By:

ANTHONY JAMES JOHNSTON
BUSINESS MANAGER

Witness;

ANGELA MORRIS

for: Link Strata Management
on behalf of the Registered Proprietor/Managing Agent

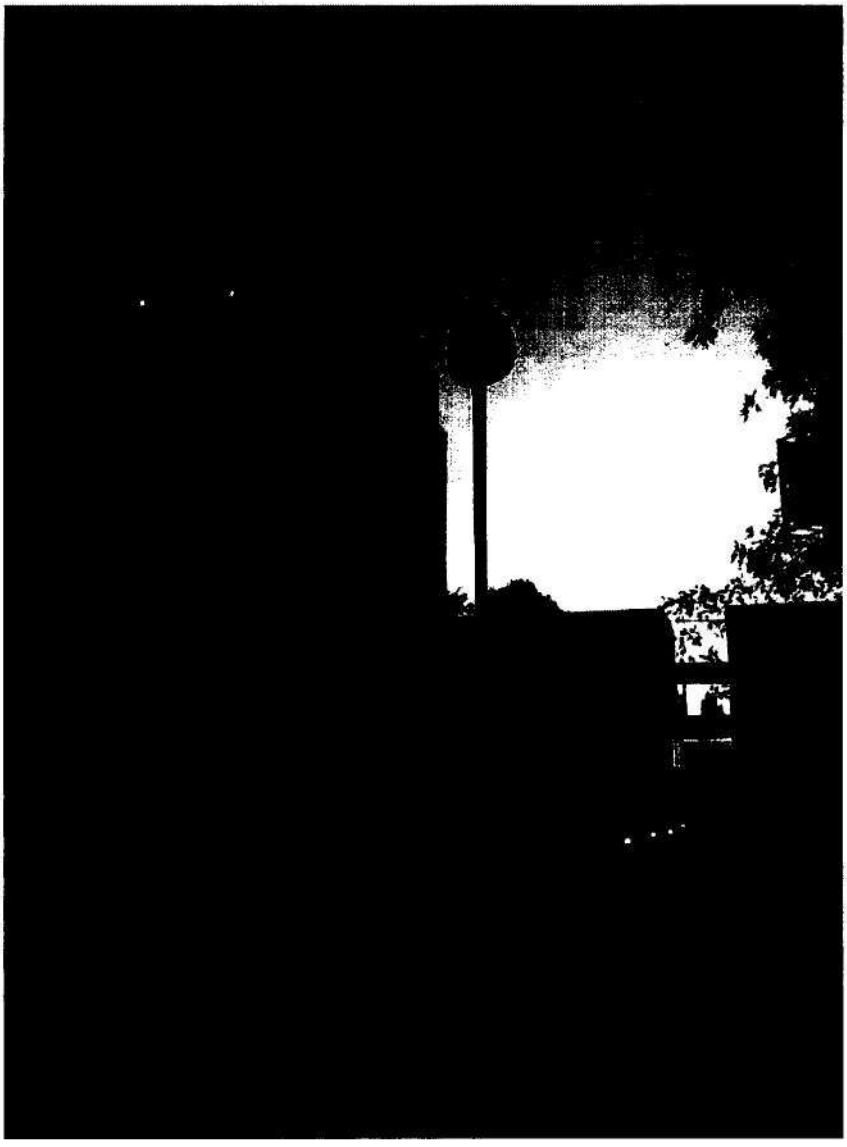
OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	AS	Registration Date	26/07/2022

THE OWNERS-UNITS PLAN NO: 2839
Common Seal
*

VOI Sighted x 1
Change of Name by.....
Category 1
Sighted by .....
Date 19/7/22

OWNERS CORPORATION RULES
UNITS PLAN NO. 2839

THE VIRIDIAN
45 - 47 WENTWORTH AVE, KINGSTON ACT



Approved 20 June 2022

THE OWNERS-UNITS PLAN No: 2839
Common Seal
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THE OWNERS-UNITS PLAN No: 2839 Common Seal

Introduction

Who is bound by these Rules?

Under section 107 of the *Unit Titles (Management) Act 2011* (the UTM Act), there is an agreement between the Owners Corporation and its members, and between each member and each other member, to be bound by the Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules).

An occupier of a unit (who is not the owner of the unit) is also bound by each rule of the corporation as if they were the owner of the unit, except in relation to payments to a general fund or a sinking fund; or if the rule provides otherwise.

If the unit owner does not occupy the unit, e.g. a landlord, they are liable separately and together with an occupier of the unit, e.g. a tenant, for any breach of these Rules, unless they prove that they took reasonable precautions to prevent the breach.

Under section 35 of the UTM Act, the Executive Committee (EC) exercises the functions of the Owners Corporation.

Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules)

Section 1 Default Rules

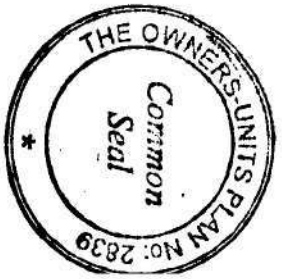
Schedule 1, Unit Titles (Management) Regulation 2011 and Alternative Rules that amend default Rule 1.4, Rule 1.5 and Rule 1.6 only.

Section 2 Alternative Rules

Under the legislation, the Alternative Rules may only amend Default Rule 1.4, Rule 1.5 and Rule 1.6, and may provide for any other matter that is consistent with the UTM Act and the Default Rules, as amended by the Viridian Rules 2017 which were in place before the Default Rules took effect.

Section 3 General Information for residents

This Section contains certain Viridian Rules that were approved by the Owners Corporation on 7 December 2017, with minor changes. They provide general information which is no longer consistent with the meaning of Rules under recent changes to the UTM Act and Regulation but continue to apply as a result of the transitional provisions in section 169 of the UTM Act.



1. Default Rules

(Schedule 1, Unit Titles (Management) Regulation 2011)

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

(3) An owner or occupier of a commercial unit is responsible for commercial waste removal, the cleaning of any grease traps and the maintenance and cleaning of the exhaust system.

(4) Commercial waste must not be placed in any common property areas other than those allocated for commercial units.

(5) To avoid water building up and causing damage to other units and the basement garages, owners, occupiers or users must ensure that the drains on balconies and in courtyards and any taps and hoses are unblocked and in good repair.

(6) Owners, occupiers or users of units should keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

1.4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee or, if the Executive Committee is unable to come to a resolution, then a special resolution of the Owners Corporation; and

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

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

(3) However, if the structure is sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

(4) Permission is not required to be sought for the erection or alteration of a fit out within a commercial unit, provided it is in accordance with the requirements of any applicable territory law, and does not:

(a) impact on the structure of the building, or

(b) have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(c) permanently attach to the structure of the building, the common property or another unit, or

(d) affect the external appearance of the unit or the Viridian complex.

(5) One external sign may be erected in a location immediately above or adjacent to the entry to a commercial unit in a design approved by the Executive Committee;

(6) Signage and display material relevant to the commercial activities may be placed in the windows of a commercial unit.

(7) The only grounds on which the Executive Committee may object to a sign is on the basis that it:

(a) compromises the original architectural aesthetics of the building; or

(b) could reasonably be determined that it may cause material structural damage to the building.

(8) The Guidelines for Erections and Alterations at Appendix A set out the requirements and provides the application form for owners seeking approval under this Rule. They are also available from the Strata Manager and at www.viridianatkingston.com .

Floor covering

(9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit as set out in 1.4(11) (also see Rule 1.10).

(10) Owners wishing to replace floor coverings with anything other than wall to wall carpet with underlay must get prior approval from the Executive Committee. The requirements for approval are set out in the Guidelines for Erections and Alterations at Appendix A.

(11) Replacement flooring material must be an acceptable level of acoustic resilience, Association of Australian Acoustical Consultants (AAAC) 6 Star. This means that the impact sound pressure level of the installed floor covering shall not exceed 40dB, measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

(12) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and this responsibility transfers to future owners of the unit. Therefore they should hold their own insurance policies for coverage of any incidents that may arise.

(13) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

1.5 Pets in units

(1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
- (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
- (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
- (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
- (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Executive Committee in writing via the Pet Application Form that the animal is being kept within the unit. The written advice must include:

- (a) the species, breed and age of the pet;
- (b) evidence that the pet is registered and vaccinated;
- (c) confirmation that the pet is not likely to be a danger or hazard to any owner, occupier or user of the common property.

(3) When not confined to the unit, pets are to be appropriately and effectively restrained and under the control of a responsible individual while on the common property. Dogs and cats should be clearly under the control of their handler/owner through a collar, halter, harness, leash, or in a carrier.

(4) Pets must also be identified by way of collar and a tag which provides contact details of the owner.

(5) All pets, including assistance animals, will be recorded in a Pet Register maintained by the Strata Manager.

THE OWNERS-UNITS PLAN No. 2839 Common Seal *

1.6 Assistance animals

The Owners Corporation requires a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

(1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
(2) This Rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
(3) Permission may be given subject to stated conditions.
(4) Permission may be withdrawn by special resolution of the Owners Corporation.

1.10 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
(2) This Rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
(3) Permission may be given subject to stated conditions.
(4) Permission may be withdrawn by special resolution of the Owners Corporation.

1.11 Illegal use of unit

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

1.12 What may an Executive Committee representative do?

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

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

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

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

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

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

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

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

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

Executive Committee representative means a person authorised, in writing, by the Executive Committee under rule 1.12 (4).

THE OWNERS-UNITS PLAN NO: 2839
Common Seal

2. Alternative Rules

Consistent with Default Rule 1.3:

2.1 Air Conditioners

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

(2) Unit owners must ensure individual air conditioning systems are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.

(3) Unit owners must seek approval from the Executive Committee to replace an air conditioner. If the air conditioner condenser to be replaced is located on the roof:

  (a) the owner is responsible for the costs incurred for accessing the roof to remove the original unit and install a replacement unit;

  (b) approval will be required for trades people to access the roof. Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols;

  (c) the replacement unit is to be installed in the space left vacant by the original unit;

  (d) details of any proposal to vary from paragraphs (a)-(c) must be provided in the application for approval.

(4) The Strata Manager and Executive Committee will make every effort to inform an owner who has sought approval to replace an air conditioner on the roof of any known opportunities for cost sharing with another owner.

2.2 Courtyards and balconies

(1) Owners, occupiers or users must observe any maximum load limits applying to the floors and balconies in their unit and the common property. Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(2) Trees and plants in courtyard garden beds and on balconies have the potential to impact adversely on structures such as retaining walls, courtyard walls, metal work and the car park, as well on neighbouring units. To contain this:

  (a) Cordyline australis and 'Mop Top' Robinia pseudoacacia are examples of trees that are likely to cause problems and are not permitted;

  (b) The size of trees and shrubs must be limited to 2.5m in height and have a diameter of no more than 15cm at 0.3m above the top of the garden bed or balcony floor;

  (c) Plants, trees, planter boxes and pot plants must be kept within the boundary of each courtyard, unit and balcony.

2.3 Common property - other matters

Consistent with Default Rule 1.7:

(1) Owners are responsible for the cost of:
   (a) repairing any damage to common property or the property of other units caused by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly;
   (b) additional garbage collections or clean up resulting from the failure to comply with these Rules by owners, their tenants, guests, or trades people engaged by them, either directly or indirectly.

(2) Unit owners must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee, e.g. piping, conduits, cables.

(3) Owners, occupiers or users must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.

(4) Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols.

(5) Items that are not the property of the Owners Corporation must not be stored or left on common property without written permission from the Executive Committee.

(6) The Owners Corporation cannot accept responsibility for any personal property removed from, damaged on, or stolen from common property areas, e.g. prams, bicycles.

2.3.1 Garages

(1) According to the Building Code of Australia, garages are non-habitable space and are not required to be waterproof.

(2) Power cords and extension cords are unsafe in this environment. Power points in the garages are not for individual use and are provided for common property use only. Any owner who wishes to utilise these power points must contact the Strata Manager to seek Executive Committee approval.

(3) All vehicles must be parked within the car space(s) allocated to the respective unit. Parking of vehicles must not cause obstruction or impede another vehicle's access.

(4) To avoid obstructions and impediments to vehicles, as well as for protection against fire risks, loss and any damage, personal items are to be stored inside storage sheds. Owners who store valuables in the garages or storage sheds do so at their own risk (see Rules 2.3.2(2) and 2.3.3(1)).

(5) Drivers should take extra care on approaches to and from the car parks and avoid standing for prolonged periods near the gates.

(6) Bicycle racks are located in the garages for the use of residents. Bikes must be tagged with the unit number of the owner. This is to enable the Executive Committee to identify any abandoned bikes and remove them to maximise the space available for current residents.

(7) The Executive Committee will attempt to contact owners of any apparently abandoned bikes, however, if the bike is not tagged with a unit number, they may remove it from the bike rack. If no one has claimed the bike within three months, the Committee will take steps to dispose of the bike, e.g. donate it to charity.

THE OWNERS-UNITS PLAN No. 2839 Common Seal

2.3.2 Security

(1) It is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are aware of the access arrangements and follow them at all times (see 3.3, Access Arrangements).

(2) In the basement garages, also not secure areas, owners, occupiers and users are responsible for the security of their motor vehicles, motorcycles, bicycles and items stored in storage sheds and their car spaces.

(3) External entry doors to the residential areas of the complex must be locked at all times. These doors and the fire doors must not be propped open or interfered with in any way.

(4) No one should allow another person to tailgate into the foyers, lifts or garages or otherwise provide access to anyone they do not know.

(5) The loss of an eDevice, fob or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager (see Rule 3.3(5) before replacing a key.)

(6) Footage from the security cameras may be accessed only in response to a security incident or a reported breach of these Rules. Privacy is a primary consideration in both the placement of cameras and in response to any requests for access to footage. Requests should be submitted to the Strata Manager. A Register is maintained of the date security footage is accessed, by whom and the reason.

(7) In the event of a security incident, owners, occupiers or users should:

   (a) report it to the appropriate authority (even if it is considered to be minor, the report may useful for local area crime statistics and therefore resource planning); and

   (b) report it to the Strata Manager so the Executive Committee is in a position to identify if any action should be considered for the complex.

2.3.3 Insurance

(1) Owners and occupiers should hold their own insurance policies for coverage of any incidents that may arise within their units, on unit subsidiaries, and on the common property, including in storage sheds and car spaces in the garages.

(2) In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary preliminary investigations. The Owners Corporation will pay for initial costs associated with those investigations. The Executive Committee will then determine the further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner, occupier or user, or the Owners Corporation.

2.3.4 Selling and leasing

(1) Owners who are selling their unit must:

(a) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent and potential buyers are familiar with the agreement that they will enter into should they purchase the unit;

(b) ensure any marketing or advertising connected with the sale of their unit conforms with these Rules;

(2) Owners who intend to lease their unit/s must provide to their leasing agent a copy of these Rules to ensure they are familiar with them. They should also instruct the agent to offer the Rules to prospective tenants and ensure they are aware that, should they occupy the unit, they will be bound by them as if they were the owner of the unit (see Introduction - Who is bound by these Rules?).

(3) Owners who wish to sell or lease their unit must not display or install, or permit to be displayed or installed, any 'For Sale' or 'For Lease' signs on any part of the common property.

(4) 'Open for Inspection' signs connected with any unit for sale or lease may only be erected during inspection times and must be promptly removed at the end of an inspection period on any given day.

2.3.5 Commercial use of residential units - short-term leasing, AirBnB, etc

(1) In recognition of the potential impact on neighbouring units and the common property of short stay accommodation arrangements, owners should provide prospective occupiers with a copy of these Rules, particularly drawing to their attention the provisions about noise, nuisance, security, smoking, etc. (see Introduction - Who is bound by these Rules?)

(2) Unit owners who wish to lease their unit for short stay accommodation should advise the Strata Manager and provide their contact details or those of an agent, so that their unit number may be added to a Register maintained by the Strata Manager.

2.3.6 Garbage & the common property

(1) Owners, occupiers or users must not dispose of any furniture, refuse, rubbish or recyclable material on common property except in the appropriate receptacles provided for that purpose.

(2) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling. They are not to be used for commercial waste.

(3) No building or demolition material of any kind is to be placed in the Viridian's garbage rooms, garbage skips, or recycling skips.

2.4 Hazardous use of unit - other matters

Consistent with Default Rule 1.8:

Open flame, solid fuel BBQs or heaters, such as coal or wood, create a fire risk and are strictly prohibited.

2.5 Nuisance or annoyance - other matters

Consistent with Default Rule 1.9:

(1) An owner, occupier or user must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges.

(2) Smokers are reminded to consider their neighbours when smoking on balconies, including taking butts and ash trays indoors so they do not blow onto nearby balconies and courtyards.

2.6 Noise - other matters

Consistent with Default Rule 1.10:

(1) To avoid causing substantial annoyance to neighbours, owners, occupiers or users should be particularly sensitive about making noise or permitting noise to be made between 10pm and 8am.

(2) Owners, occupiers or users of a unit must not allow building works that make such noise as might be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit:
   (a) outside the hours of 8.00am and 4.00pm, Monday to Friday;
   (b) 9.00am and 1.00pm on Saturdays;
   (c) at any time on Sundays or public holidays; and
   (d) particularly disruptive works, such as concrete drilling, ongoing hammering, etc are to be undertaken between 9.00am and 4.00pm Monday to Friday only.

(3) Written notice of any activities covered by this Rule should be given to the Strata Manager at least 48 hours in advance to allow for neighbours to be informed.

2.7 Debt collection

(1) If the Owners Corporation incurs legal and/or other costs in any legal or administrative action against an owner, including action to recover amounts owing pursuant to section 95 of the *Unit Titles (Management) Act 2011* then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the owner shall be liable to pay the Owners Corporation the full amount of the legal fees and/or other costs incurred in the legal or administrative action.

(2) Any monies which are payable pursuant to Rule 2.7(1) shall be a debt enforceable by the Owners Corporation against an owner.

(3) Notwithstanding Rule 2.7(1), the Owners Corporation shall not be entitled to recover any legal fees and/or other costs from an owner unless the Owners Corporation first provides to the owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation.

(4) If the owner fails to pay the legal fees and/or other costs in accordance with Rule 2.7(1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit under section 96 of the *Unit Titles (Management) Act 2011*.

THE OWNERS-UNITS PLAN No: 2839
Common Seal
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2.8 Execution of documents

(1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

(2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.9 All Strata-related correspondence to be sent by email

(1) For the purpose of giving notice of a general meeting under section 3.6 of Schedule 3 of the *Unit Titles (Management) Act 2011*, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

(2) Meeting minutes, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

3. Living at the Viridian

3.1 The Viridian's appearance

Consistent with Default Rule 1.3

(1) Owners, occupiers or users should report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.

(2) Owners, occupiers or users must not install any custom window coverings, including awnings, bars, security screens or fly screens, which can be seen from the exterior of the building or common property, without considering their appearance from the exterior of the unit. As a guide, the frames of security screens to courtyard and balcony doors should be charcoal in colour and the screens should not have patterned grills.

(3) Items that are not permitted on balconies and in courtyards include: indoor furniture, such as lounges; privacy screens; bamboo fencing; fixed clotheslines; and items that hang from metal framework attached to the structure of the building, such as hammocks.

(4) Draping rugs, mats, blankets or clothing over balcony railings or courtyard walls is also not permitted.

(5) Small, neat, portable clothes racks that are capable of being removed are permitted on balconies and in courtyards as long as they are removed when not in use and not left in place for prolonged periods of time.

3.2 Common services - hot water, free to air TV, Foxtel

(1) The hot water plant for the Viridian complex is centralised. It is managed by the Owners Corporation with the cost of operating and maintaining the plant split proportionally between unit owners, based on unit entitlement.

(2) Free to air TV is delivered via antennae and hubs on the common property and secondary hubs, Intra hubs, that are located within units. All in-unit costs are borne by individuals.

(3) Foxtel may be installed at the expense of owners through individual subscriptions. It is available via ports in each apartment, in the Intra hub box, and is delivered to the complex via a central Foxtel satellite receiver. Please note that this is a single cable feed and is therefore unable to deliver an IQ HD signal. Standard Foxtel boxes are compatible.

(4) There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager.

(5) Power points in the garages are not for individual use (see Rule 2.3.1(2)).

3.3 Access arrangements

(1) As noted in Rule 2.3.2, it is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are familiar with the access arrangements and follow them at all times.

(2) The Viridian's access control and monitoring system includes:

  (a) eDevices – called Airkeys, remotes or fobs – to access external entry doors, lifts to specific floors and the basement garages;

  (b) keys to access stairwells and individual units (see Rule 3.3(5) if replacing your key); and

  (c) security cameras in the garages and driveways.

(3) The loss of an eDevice or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager.

(4) Replacement and additional eDevices may be purchased through the Strata Manager.

(5) The key to an individual unit also opens the fire door from inside the stairwell to the relevant floor, giving residents access to their floor via the stairs or the lift. It is important to take this into account if you decide to replace the key to your unit, i.e. to ensure you are able to access your floor in the event that the lift is unavailable.

(6) No key is required to open the fire door and exit your floor via the stairwell, as this is a fire exit.

(7) An owner or a person authorised by the owner may install:

  (a) A locking or other safety device for the protection of the owner's unit against intruders, subject to any external requirements such as fire safety standards, see Rule 3.1(2) on screens for doors and windows;

  (b) Any structure or device to prevent harm to children or pets. If it is visible externally to the unit, the owner should contact the Strata Manager to seek the approval of the Executive Committee.

3.4 Wildlife & pests

(1) Owners, occupiers or users should not feed possums, erect bird feeders or otherwise feed birds on balconies, in courtyards or on common property as they have the potential to attract pests.

(2) A regular cycle of spraying around the common property to protect against pests occurs at regular intervals. Notification is sent to all owners in advance.

3.5 Recycling

(1) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area.

(2) Care needs to be taken to avoid contamination of the recycling materials with garbage and other waste. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all owners, occupiers and users, as well as contractors is essential for effective recycling.

(3) Owners, occupiers and users must dispose of animal litter products in an appropriate manner – secured in a bag and placed in the general waste bin, not the recycling bin.

(4) Bulky items that can be recycled must be disposed of at the appropriate recycling station, e.g. removal cartons and packaging materials. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate waste disposal point (more at http://www.regyp.com.au).

Appendix A - Guidelines for Erections & Alterations

General

(1) For the purposes of these guidelines, 'erections and alterations' includes any building works, renovations, improvements, installations, repairs and additions to a unit that:
   (a) may impact on the structure of the building, or
   (b) may have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or
   (c) are to be permanently attached to the structure of the building, the common property or another unit, or
   (d) may affect the external appearance of the unit or the Viridian complex.

(2) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

(3) Minor works such as the painting of walls or minor changes within a unit that have no impact on noise, the structure or appearance of the building or on common property do not require specific approval.

Hard flooring, including wood and tiles

(4) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering, and it is in the interests of the peaceful enjoyment of all residents that carpet continues to be the preferred floor covering for all rooms except kitchens, bathrooms and laundries.

(5) Rule 1.4(10) requires an owner who is considering replacing floor coverings with tiles, floorboards or any other form of hard flooring to seek prior approval of the Executive Committee (EC). The requirements are for the benefit of all residents, to ensure that after installation your neighbours experience minimal difference in sound transmission from the carpet and underlay that was installed as part of the original design and fit out of the Viridian complex.

(6) Sub-rule 1.4(11) sets out the acceptable level of acoustic resilience, AAAC 6 Star. This means that the impact sound pressure level of the installed floor covering shall not exceed 40dB, measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2. Three components are involved in achieving this:
   (a) the underlay,
   (b) the engineered wooden flooring or other proposed product, and
   (c) correct installation.

(7) Hard flooring must be installed by qualified trades people as per the manufacturer's instructions. This should include a minimum 3mm gap between walls and the finished surface, on a suitable acoustic underlay. By way of guidance, the following acoustic underlay products have been independently tested and meet the 6 Star standard when combined with appropriate hard flooring, installed correctly:
   (a) Acoustica AngelStep;
   (b) RegupolBA 17/8mm.

(8) These products are known to the Viridian, however over time products and specifications will change. Owners who wish to propose a different underlay will need to provide evidence with their application that the proposed product and flooring combined will meet the required standard.

(9) Applications for EC approval of the replacement of floor covering with hard flooring are required to provide information showing that the materials to be used will achieve the noise transmission requirements:

(a) Details of the proposed hard floor product, including the product specification sheet showing the weighted standardised impact sound pressure level (LnT,w) which is measured in decibels (dB). The lower the LnT,w value, the better the acoustic performance.

(b) Details of the proposed underlay, including the underlay product specification sheet showing the weighted standardised impact sound pressure level (LnT,w) which is measured in decibels (dB);

(c) The method of laying, fixed or floating, and confirmation that it will be laid by qualified trades people;

(d) In respect to wet areas, such as kitchens, bathrooms and laundries, documentation to demonstrate that water proofing membranes will not be compromised and details of the replacement material and installation method;

(e) written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary.

(10) Upon completion of the works, the owner is required to provide to the Strata Manager:

(a) evidence of the acoustic insulation materials used;

(b) confirmation that they have been installed in accordance with the manufacturer's procedures and meet the acoustic standard;

(c) For tiling in kitchens, bathrooms and laundries, confirmation that the areas have been appropriately waterproofed.

(11) As set out in Rule 2.3 (1), owners are responsible for any costs arising from clean up, damage and garbage disposal required because their trades people and workers failed to comply with the Rules. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

The Approval Process

(12) The EC's decision to approve a proposal from an owner for erections or alterations will be based on the completed Application Form and the supporting documents provided to the Strata Manager.

(13) Works may not commence until the approval is granted. Therefore it is in the interests of owners to provide complete information to support the Application Form. Requirements specific to hard flooring are listed at clause (9) of these Guidelines. Depending on the nature of the works, other information to provide might include:

(a) sketches or plans of the proposed modifications with a clear indication of their location and how the proposed works will affect the appearance of the property, including any part of a proposed structure that will be visible externally;

(b) a sample of colours proposed to be used on structures, accompanied where possible by colour charts or brochures;

(c) plans and specifications for the proposed works prepared by suitably qualified persons, e.g. a structural engineer to address any impacts on the structural integrity of the building;

(d) permits, approvals or consents required for the proposed works under territory laws;

(e) confirmation that appropriately qualified trades people will be used;

(f) confirmation that the proposed works will not affect adversely any fire safety and/or physical safety aspects of the property;

(g) details demonstrating that the proposed works relates to sustainable infrastructure;

(h) a schedule of the timing of the works and any special requirements that may cause disturbance to other residents of the complex during installation with the proposed dates and times.

(14) The owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review the plans, specifications and/or supporting documents if such review is considered necessary.

(15) In signing the Application Form, the owner agrees to indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the works. Owners and contractors must have their own insurance.

(16) Written authorisation for inspection after completion may also be required, eg to inspect acoustic insulation materials, waterproofing, etc.

(17) On receipt of an Application Form for erections or alterations, the EC may approve the request, or, due to the significant impact of the proposal on the property, may decide to put a motion on the agenda for the next General Meeting as to whether the request should be approved. Any such motion will be distributed with all documents submitted by the owner in support of the application.

(18) Such applications will be considered at the next scheduled General Meeting unless the owner agrees in writing to pay for the administrative costs of convening an earlier meeting to consider the request.

(19) Approval of an application, either by the Executive Committee or at a General Meeting, will include the following conditions:

(a) the owner must comply, and ensure their contractors comply, with applicable territory laws and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

(20) If an owner fails to adhere to the conditions, or fails to comply with any other aspect of the Viridian Rules, the Owners Corporation may require changes to be made at the owner's expense.

ALTERATIONS AND ERECTIONS APPLICATION FORM
UNITS PLAN 2839 – VIRIDIAN
45 -47 WENTWORTH AVE, KINGSTON

I/we, ... , the owners of unit .....,

seek the approval of the Executive Committee to the following erections/alterations:

.....

.....

.....

The following documents are provided in support of the application:

.....

.....

.....

We would like the works to commence on .....(date). *Note: The EC's approval is dependent on the provision of all supporting information with this application.*

I/we

1. have read and agree to comply with the Owners Corporation Rules – Units Plan 2839 of < date 2022> which include these Guidelines for Erections and Alterations, and accept that this application will be assessed on that basis;
2. acknowledge that I/we are bound by the Owners Corporation Rules – Units Plan 2839 under section 107 of the *Unit Titles (Management) Act 2011; and*
3. indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the building erections and/or alterations at the above address.

Signed ..... Date .....

Name .....

THE OWNERS-UNITS PLAN No: 2839
Common Seal

Executive Committee Use only

The above application was considered by the Executive Committee on ..... and is:

☐ Approved, subject to the following:

(a) the owner must comply, and ensure their contractors comply, with any applicable territory law and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

☐ Approved, subject to the above & the additional conditions attached.

☐ Referred to a General Meeting of the Owners Corporation.

☐ Not Approved. Reasons are attached, noting the relevant Rule/s.

Signed on behalf of the Executive Committee

Signed ..... Date .....

Name .....

Contact details for the Strata Manager

Link Strata Management

PO Box 154, Curtin ACT 2605

Phone: 02 6260 3722

Email: admin@linkservices.com.au

ACT Government

Access Canberra.

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3180715 ON

BY OWNERS ...ON

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Email Address**	**Contact Telephone Number**
Link Strata Management	Admin@linkservices.com.au	(02) 6260 3722

TITLE AND LAND DETAILS			
Volume & Folio	**District/Division**	**Section**	**Block**
1740:60	KINGSTON	47	7

UNITS PLAN NUMBER
2839

53 1, 2

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

New rules approved for addition to existing.

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS-UNITS PLAN No: 2839 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

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

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

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

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

Signed By:

ANTHONY JAMES JOHNSTON
BUSINESS MANAGER

Witness;

ANGELA MORRIS

for: Link Strata Management
on behalf of the Registered Proprietor/Managing Agent

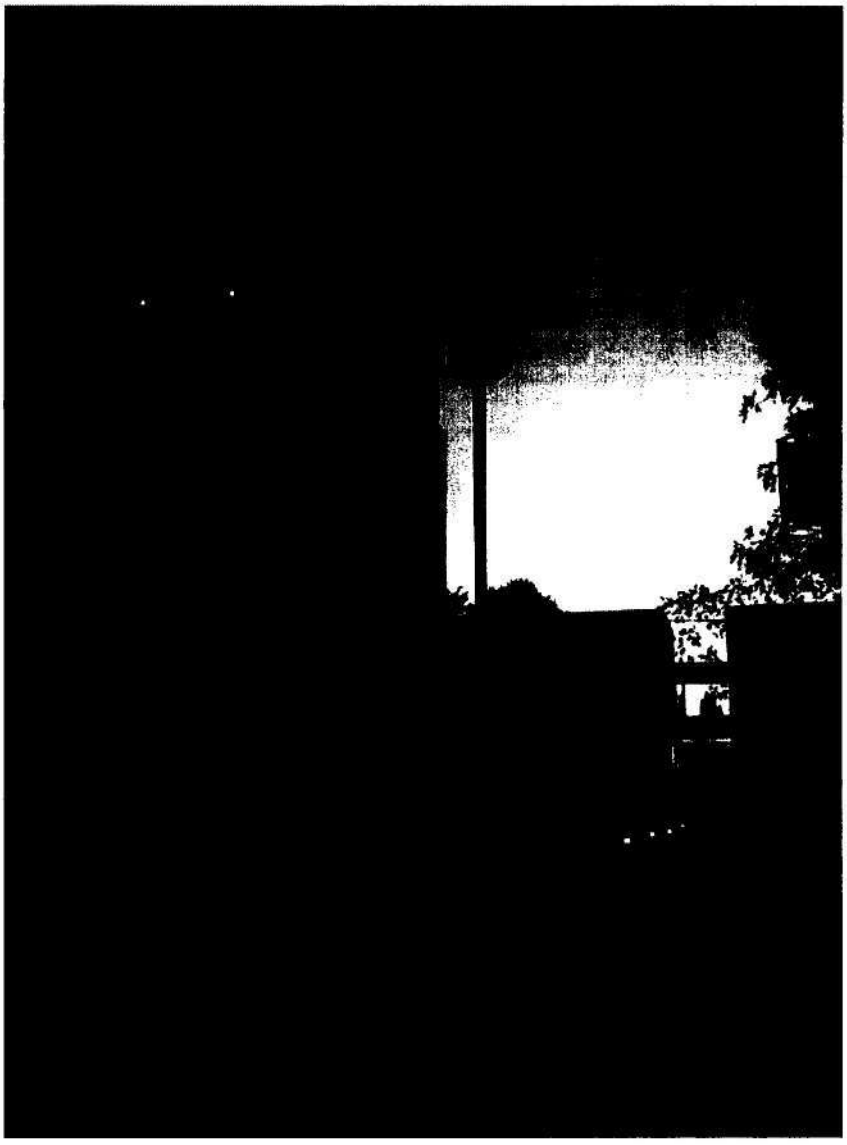
OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	AS	Registration Date	09/08/2022

THE OWNERS-UNITS PLAN No: 2839
Common Seal

VOI Sighted x .....
Change of Name by.....
Category.....
Sighted by .....
Date..... 2 AUG 2022

OWNERS CORPORATION RULES
UNITS PLAN NO. 2839

THE VIRIDIAN
45 - 47 WENTWORTH AVE, KINGSTON ACT



Approved 20 June 2022

THE OWNERS-UNITS PLAN No: 2839
Common Seal

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Introduction

Who is bound by these Rules?

Under section 107 of the *Unit Titles (Management) Act 2011* (the UTM Act), there is an agreement between the Owners Corporation and its members, and between each member and each other member, to be bound by the Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules).

An occupier of a unit (who is not the owner of the unit) is also bound by each rule of the corporation as if they were the owner of the unit, except in relation to payments to a general fund or a sinking fund; or if the rule provides otherwise.

If the unit owner does not occupy the unit, e.g. a landlord, they are liable separately and together with an occupier of the unit, e.g. a tenant, for any breach of these Rules, unless they prove that they took reasonable precautions to prevent the breach.

Under section 35 of the UTM Act, the Executive Committee (EC) exercises the functions of the Owners Corporation.

Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules)

Section 1 Default Rules

Schedule 1, Unit Titles (Management) Regulation 2011 and Alternative Rules that amend default Rule 1.4, Rule 1.5 and Rule 1.6 only.

Section 2 Alternative Rules

Under the legislation, the Alternative Rules may only amend Default Rule 1.4, Rule 1.5 and Rule 1.6, and may provide for any other matter that is consistent with the UTM Act and the Default Rules, as amended by the Viridian Rules 2017 which were in place before the Default Rules took effect.

Section 3 General Information for residents

This Section contains certain Viridian Rules that were approved by the Owners Corporation on 7 December 2017, with minor changes. They provide general information which is no longer consistent with the meaning of Rules under recent changes to the UTM Act and Regulation but continue to apply as a result of the transitional provisions in section 169 of the UTM Act.

1. Default Rules

(Schedule 1, Unit Titles (Management) Regulation 2011)

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

(3) An owner or occupier of a commercial unit is responsible for commercial waste removal, the cleaning of any grease traps and the maintenance and cleaning of the exhaust system.

(4) Commercial waste must not be placed in any common property areas other than those allocated for commercial units.

(5) To avoid water building up and causing damage to other units and the basement garages, owners, occupiers or users must ensure that the drains on balconies and in courtyards and any taps and hoses are unblocked and in good repair.

(6) Owners, occupiers or users of units should keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

1.4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee or, if the Executive Committee is unable to come to a resolution, then a special resolution of the Owners Corporation; and

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

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

(3) However, if the structure is sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

(4) Permission is not required to be sought for the erection or alteration of a fit out within a commercial unit, provided it is in accordance with the requirements of any applicable territory law, and does not:

(a) impact on the structure of the building, or

(b) have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(c) permanently attach to the structure of the building, the common property or another unit, or

(d) affect the external appearance of the unit or the Viridian complex.

(5) One external sign may be erected in a location immediately above or adjacent to the entry to a commercial unit in a design approved by the Executive Committee;

(6) Signage and display material relevant to the commercial activities may be placed in the windows of a commercial unit.

(7) The only grounds on which the Executive Committee may object to a sign is on the basis that it:

(a) compromises the original architectural aesthetics of the building; or

(b) could reasonably be determined that it may cause material structural damage to the building.

(8) The Guidelines for Erections and Alterations at Appendix A set out the requirements and provides the application form for owners seeking approval under this Rule. They are also available from the Strata Manager and at www.viridianatkingston.com .

Floor covering

(9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit as set out in 1.4(11) (also see Rule 1.10).

(10) Owners wishing to replace floor coverings with anything other than wall to wall carpet with underlay must get prior approval from the Executive Committee. The requirements for approval are set out in the Guidelines for Erections and Alterations at Appendix A.

(11) Replacement flooring material must be an acceptable level of acoustic resilience, Association of Australian Acoustical Consultants (AAAC) 6 Star. This means that the impact sound pressure level of the installed floor covering shall not exceed 40dB, measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

(12) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and this responsibility transfers to future owners of the unit. Therefore they should hold their own insurance policies for coverage of any incidents that may arise.

(13) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

THE OWNERS-UNITS PLAN No: 2839 Common Seal

1.5 Pets in units

(1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

(a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

(b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and

(c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

(d) the pet owner cleans any area of the units plan that is soiled by the animal; and

(e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Executive Committee in writing via the Pet Application Form that the animal is being kept within the unit. The written advice must include:

(a) the species, breed and age of the pet;

(b) evidence that the pet is registered and vaccinated;

(c) confirmation that the pet is not likely to be a danger or hazard to any owner, occupier or user of the common property.

(3) When not confined to the unit, pets are to be appropriately and effectively restrained and under the control of a responsible individual while on the common property. Dogs and cats should be clearly under the control of their handler/owner through a collar, halter, harness, leash, or in a carrier.

(4) Pets must also be identified by way of collar and a tag which provides contact details of the owner.

(5) All pets, including assistance animals, will be recorded in a Pet Register maintained by the Strata Manager.

1.6 Assistance animals

The Owners Corporation requires a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

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

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

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

1.10 Noise

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

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

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

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

1.11 Illegal use of unit

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

1.12 What may an Executive Committee representative do?

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

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

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

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

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

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

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

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

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

Executive Committee representative means a person authorised, in writing, by the Executive Committee under rule 1.12 (4).

2. Alternative Rules

Consistent with Default Rule 1.3:

2.1 Air Conditioners

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

(2) Unit owners must ensure individual air conditioning systems are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.

(3) Unit owners must seek approval from the Executive Committee to replace an air conditioner. If the air conditioner condenser to be replaced is located on the roof:

   (a) the owner is responsible for the costs incurred for accessing the roof to remove the original unit and install a replacement unit;

   (b) approval will be required for trades people to access the roof. Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols;

   (c) the replacement unit is to be installed in the space left vacant by the original unit;

   (d) details of any proposal to vary from paragraphs (a)-(c) must be provided in the application for approval.

(4) The Strata Manager and Executive Committee will make every effort to inform an owner who has sought approval to replace an air conditioner on the roof of any known opportunities for cost sharing with another owner.

2.2 Courtyards and balconies

(1) Owners, occupiers or users must observe any maximum load limits applying to the floors and balconies in their unit and the common property. Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(2) Trees and plants in courtyard garden beds and on balconies have the potential to impact adversely on structures such as retaining walls, courtyard walls, metal work and the car park, as well on neighbouring units. To contain this:

   (a) Cordyline australis and 'Mop Top' Robinia pseudoacacia are examples of trees that are likely to cause problems and are not permitted;

   (b) The size of trees and shrubs must be limited to 2.5m in height and have a diameter of no more than 15cm at 0.3m above the top of the garden bed or balcony floor;

   (c) Plants, trees, planter boxes and pot plants must be kept within the boundary of each courtyard, unit and balcony.

2.3 Common property - other matters

Consistent with Default Rule 1.7:

(1) Owners are responsible for the cost of:

(a) repairing any damage to common property or the property of other units caused by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly;

(b) additional garbage collections or clean up resulting from the failure to comply with these Rules by owners, their tenants, guests, or trades people engaged by them, either directly or indirectly.

(2) Unit owners must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee, e.g. piping, conduits, cables.

(3) Owners, occupiers or users must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.

(4) Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols.

(5) Items that are not the property of the Owners Corporation must not be stored or left on common property without written permission from the Executive Committee.

(6) The Owners Corporation cannot accept responsibility for any personal property removed from, damaged on, or stolen from common property areas, e.g. prams, bicycles.

2.3.1 Garages

(1) According to the Building Code of Australia, garages are non-habitable space and are not required to be waterproof.

(2) Power cords and extension cords are unsafe in this environment. Power points in the garages are not for individual use and are provided for common property use only. Any owner who wishes to utilise these power points must contact the Strata Manager to seek Executive Committee approval.

(3) All vehicles must be parked within the car space(s) allocated to the respective unit. Parking of vehicles must not cause obstruction or impede another vehicle's access.

(4) To avoid obstructions and impediments to vehicles, as well as for protection against fire risks, loss and any damage, personal items are to be stored inside storage sheds. Owners who store valuables in the garages or storage sheds do so at their own risk (see Rules 2.3.2(2) and 2.3.3(1)).

(5) Drivers should take extra care on approaches to and from the car parks and avoid standing for prolonged periods near the gates.

(6) Bicycle racks are located in the garages for the use of residents. Bikes must be tagged with the unit number of the owner. This is to enable the Executive Committee to identify any abandoned bikes and remove them to maximise the space available for current residents.

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(7) The Executive Committee will attempt to contact owners of any apparently abandoned bikes, however, if the bike is not tagged with a unit number, they may remove it from the bike rack. If no one has claimed the bike within three months, the Committee will take steps to dispose of the bike, e.g. donate it to charity.

2.3.2 Security

(1) It is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are aware of the access arrangements and follow them at all times (see 3.3, Access Arrangements).

(2) In the basement garages, also not secure areas, owners, occupiers and users are responsible for the security of their motor vehicles, motorcycles, bicycles and items stored in storage sheds and their car spaces.

(3) External entry doors to the residential areas of the complex must be locked at all times. These doors and the fire doors must not be propped open or interfered with in any way.

(4) No one should allow another person to tailgate into the foyers, lifts or garages or otherwise provide access to anyone they do not know.

(5) The loss of an eDevice, fob or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager (see Rule 3.3(5) before replacing a key.)

(6) Footage from the security cameras may be accessed only in response to a security incident or a reported breach of these Rules. Privacy is a primary consideration in both the placement of cameras and in response to any requests for access to footage. Requests should be submitted to the Strata Manager. A Register is maintained of the date security footage is accessed, by whom and the reason.

(7) In the event of a security incident, owners, occupiers or users should:

   (a) report it to the appropriate authority (even if it is considered to be minor, the report may useful for local area crime statistics and therefore resource planning); and

   (b) report it to the Strata Manager so the Executive Committee is in a position to identify if any action should be considered for the complex.

2.3.3 Insurance

(1) Owners and occupiers should hold their own insurance policies for coverage of any incidents that may arise within their units, on unit subsidiaries, and on the common property, including in storage sheds and car spaces in the garages.

(2) In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary preliminary investigations. The Owners Corporation will pay for initial costs associated with those investigations. The Executive Committee will then determine the further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner, occupier or user, or the Owners Corporation.

2.3.4 Selling and leasing

(1) Owners who are selling their unit must:

(a) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent and potential buyers are familiar with the agreement that they will enter into should they purchase the unit;

(b) ensure any marketing or advertising connected with the sale of their unit conforms with these Rules;

(2) Owners who intend to lease their unit/s must provide to their leasing agent a copy of these Rules to ensure they are familiar with them. They should also instruct the agent to offer the Rules to prospective tenants and ensure they are aware that, should they occupy the unit, they will be bound by them as if they were the owner of the unit (see Introduction - Who is bound by these Rules?).

(3) Owners who wish to sell or lease their unit must not display or install, or permit to be displayed or installed, any 'For Sale' or 'For Lease' signs on any part of the common property.

(4) 'Open for Inspection' signs connected with any unit for sale or lease may only be erected during inspection times and must be promptly removed at the end of an inspection period on any given day.

2.3.5 Commercial use of residential units - short-term leasing, AirBnB, etc

(1) In recognition of the potential impact on neighbouring units and the common property of short stay accommodation arrangements, owners should provide prospective occupiers with a copy of these Rules, particularly drawing to their attention the provisions about noise, nuisance, security, smoking, etc. (see Introduction - Who is bound by these Rules?)

(2) Unit owners who wish to lease their unit for short stay accommodation should advise the Strata Manager and provide their contact details or those of an agent, so that their unit number may be added to a Register maintained by the Strata Manager.

2.3.6 Garbage & the common property

(1) Owners, occupiers or users must not dispose of any furniture, refuse, rubbish or recyclable material on common property except in the appropriate receptacles provided for that purpose.

(2) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling. They are not to be used for commercial waste.

(3) No building or demolition material of any kind is to be placed in the Viridian's garbage rooms, garbage skips, or recycling skips.

2.4 Hazardous use of unit - other matters

Consistent with Default Rule 1.8:

Open flame, solid fuel BBQs or heaters, such as coal or wood, create a fire risk and are strictly prohibited.

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2.5 Nuisance or annoyance - other matters

Consistent with Default Rule 1.9:

(1) An owner, occupier or user must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges.

(2) Smokers are reminded to consider their neighbours when smoking on balconies, including taking butts and ash trays indoors so they do not blow onto nearby balconies and courtyards.

2.6 Noise - other matters

Consistent with Default Rule 1.10:

(1) To avoid causing substantial annoyance to neighbours, owners, occupiers or users should be particularly sensitive about making noise or permitting noise to be made between 10pm and 8am.

(2) Owners, occupiers or users of a unit must not allow building works that make such noise as might be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit:

   (a) outside the hours of 8.00am and 4.00pm, Monday to Friday;

   (b) 9.00am and 1.00pm on Saturdays;

   (c) at any time on Sundays or public holidays; and

   (d) particularly disruptive works, such as concrete drilling, ongoing hammering, etc are to be undertaken between 9.00am and 4.00pm Monday to Friday only.

(3) Written notice of any activities covered by this Rule should be given to the Strata Manager at least 48 hours in advance to allow for neighbours to be informed.

2.7 Debt collection

(1) If the Owners Corporation incurs legal and/or other costs in any legal or administrative action against an owner, including action to recover amounts owing pursuant to section 95 of the *Unit Titles (Management) Act 2011* then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the owner shall be liable to pay the Owners Corporation the full amount of the legal fees and/or other costs incurred in the legal or administrative action.

(2) Any monies which are payable pursuant to Rule 2.7(1) shall be a debt enforceable by the Owners Corporation against an owner.

(3) Notwithstanding Rule 2.7(1), the Owners Corporation shall not be entitled to recover any legal fees and/or other costs from an owner unless the Owners Corporation first provides to the owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation.

(4) If the owner fails to pay the legal fees and/or other costs in accordance with Rule 2.7(1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit under section 96 of the *Unit Titles (Management) Act 2011*.

2.8 Execution of documents

(1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

(2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.9 All Strata-related correspondence to be sent by email

(1) For the purpose of giving notice of a general meeting under section 3.6 of Schedule 3 of the *Unit Titles (Management) Act 2011*, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

(2) Meeting minutes, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

3. Living at the Viridian

3.1 The Viridian's appearance

Consistent with Default Rule 1.3

(1) Owners, occupiers or users should report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.

(2) Owners, occupiers or users must not install any custom window coverings, including awnings, bars, security screens or fly screens, which can be seen from the exterior of the building or common property, without considering their appearance from the exterior of the unit. As a guide, the frames of security screens to courtyard and balcony doors should be charcoal in colour and the screens should not have patterned grills.

(3) Items that are not permitted on balconies and in courtyards include: indoor furniture, such as lounges; privacy screens; bamboo fencing; fixed clotheslines; and items that hang from metal framework attached to the structure of the building, such as hammocks.

(4) Draping rugs, mats, blankets or clothing over balcony railings or courtyard walls is also not permitted.

(5) Small, neat, portable clothes racks that are capable of being removed are permitted on balconies and in courtyards as long as they are removed when not in use and not left in place for prolonged periods of time.

(6) Padded curtains are available to protect the lifts during the movement of large items. Please contact the Strata Manager at least two business days in advance to arrange timely installation before the arrival of removalists or trades people.

(7) Owners are responsible for inspecting hallways and lifts prior to trades people leaving each day and for doing any required cleaning and/or vacuuming. While building works are in progress, excessive dust is likely to be created and carried outside the unit, so the door from the unit to common areas must be closed during the works. Trades people are to use protective mats between the door of the unit and the lift or foyer and remove them when they leave for the day. Cleaning directions from the Strata Manager must be carried out promptly.

3.2 Common services - hot water, free to air TV, Foxtel

(1) The hot water plant for the Viridian complex is centralised. It is managed by the Owners Corporation with the cost of operating and maintaining the plant split proportionally between unit owners, based on unit entitlement.

(2) Free to air TV is delivered via antennae and hubs on the common property and secondary hubs, Intra hubs, that are located within units. All in-unit costs are borne by individuals.

(3) Foxtel may be installed at the expense of owners through individual subscriptions. It is available via ports in each apartment, in the Intra hub box, and is delivered to the complex via a central Foxtel satellite receiver. Please note that this is a single cable feed and is therefore unable to deliver an IQ HD signal. Standard Foxtel boxes are compatible.

(4) There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager.

(5) Power points in the garages are not for individual use (see Rule 2.3.1(2)).

3.3 Access arrangements

(1) As noted in Rule 2.3.2, it is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are familiar with the access arrangements and follow them at all times.

(2) The Viridian's access control and monitoring system includes:

  (a) eDevices – called Airkeys, remotes or fobs – to access external entry doors, lifts to specific floors and the basement garages;

  (b) keys to access stairwells and individual units (see Rule 3.3(5) if replacing your key); and

  (c) security cameras in the garages and driveways.

(3) The loss of an eDevice or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager.

(4) Replacement and additional eDevices may be purchased through the Strata Manager.

(5) The key to an individual unit also opens the fire door from inside the stairwell to the relevant floor, giving residents access to their floor via the stairs or the lift. It is important to take this into account if you decide to replace the key to your unit, i.e. to ensure you are able to access your floor in the event that the lift is unavailable.

(6) No key is required to open the fire door and exit your floor via the stairwell, as this is a fire exit.

(7) An owner or a person authorised by the owner may install:

  (a) A locking or other safety device for the protection of the owner's unit against intruders, subject to any external requirements such as fire safety standards, see Rule 3.1(2) on screens for doors and windows;

  (b) Any structure or device to prevent harm to children or pets. If it is visible externally to the unit, the owner should contact the Strata Manager to seek the approval of the Executive Committee.

3.4 Wildlife & pests

(1) Owners, occupiers or users should not feed possums, erect bird feeders or otherwise feed birds on balconies, in courtyards or on common property as they have the potential to attract pests.

(2) A regular cycle of spraying around the common property to protect against pests occurs at regular intervals. Notification is sent to all owners in advance.

3.5 Recycling

(1) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area.

(2) Care needs to be taken to avoid contamination of the recycling materials with garbage and other waste. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all owners, occupiers and users, as well as contractors is essential for effective recycling.

(3) Owners, occupiers and users must dispose of animal litter products in an appropriate manner – secured in a bag and placed in the general waste bin, not the recycling bin.

(4) Bulky items that can be recycled must be disposed of at the appropriate recycling station, e.g. removal cartons and packaging materials. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate waste disposal point (more at http://www.regyp.com.au).

Appendix A - Guidelines for Erections & Alterations

General

(1) For the purposes of these guidelines, 'erections and alterations' includes any building works, renovations, improvements, installations, repairs and additions to a unit that:

(a) may impact on the structure of the building, or

(b) may have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(c) are to be permanently attached to the structure of the building, the common property or another unit, or

(d) may affect the external appearance of the unit or the Viridian complex.

(2) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

(3) Minor works such as the painting of walls or minor changes within a unit that have no impact on noise, the structure or appearance of the building or on common property do not require specific approval.

Hard flooring, including wood and tiles

(4) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering, and it is in the interests of the peaceful enjoyment of all residents that carpet continues to be the preferred floor covering for all rooms except kitchens, bathrooms and laundries.

(5) Rule 1.4(10) requires an owner who is considering replacing floor coverings with tiles, floorboards or any other form of hard flooring to seek prior approval of the Executive Committee (EC). The requirements are for the benefit of all residents, to ensure that after installation your neighbours experience minimal difference in sound transmission from the carpet and underlay that was installed as part of the original design and fit out of the Viridian complex.

(6) Sub-rule 1.4(11) sets out the acceptable level of acoustic resilience, AAAC 6 Star. This means that the impact sound pressure level of the installed floor covering shall not exceed 40dB, measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2. Three components are involved in achieving this:

(a) the underlay,

(b) the engineered wooden flooring or other proposed product, and

(c) correct installation.

(7) Hard flooring must be installed by qualified trades people as per the manufacturer's instructions. This should include a minimum 3mm gap between walls and the finished surface, on a suitable acoustic underlay. By way of guidance, the following acoustic underlay products have been independently tested and meet the 6 Star standard when combined with appropriate hard flooring, installed correctly:

(a) Acoustica AngelStep;

(b) RegupolBA 17/8mm.

(8) These products are known to the Viridian, however over time products and specifications will change. Owners who wish to propose a different underlay will need to provide evidence with their application that the proposed product and flooring combined will meet the required standard.

(9) Applications for EC approval of the replacement of floor covering with hard flooring are required to provide information showing that the materials to be used will achieve the noise transmission requirements:

(a) Details of the proposed hard floor product, including the product specification sheet showing the weighted standardised impact sound pressure level (LnT,w) which is measured in decibels (dB). The lower the LnT,w value, the better the acoustic performance.

(b) Details of the proposed underlay, including the underlay product specification sheet showing the weighted standardised impact sound pressure level (LnT,w) which is measured in decibels (dB);

(c) The method of laying, fixed or floating, and confirmation that it will be laid by qualified trades people;

(d) In respect to wet areas, such as kitchens, bathrooms and laundries, documentation to demonstrate that water proofing membranes will not be compromised and details of the replacement material and installation method;

(e) written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary.

(10) Upon completion of the works, the owner is required to provide to the Strata Manager:

(a) evidence of the acoustic insulation materials used;

(b) confirmation that they have been installed in accordance with the manufacturer's procedures and meet the acoustic standard;

(c) For tiling in kitchens, bathrooms and laundries, confirmation that the areas have been appropriately waterproofed.

(11) As set out in Rule 2.3 (1), owners are responsible for any costs arising from clean up, damage and garbage disposal required because their trades people and workers failed to comply with the Rules. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

The Approval Process

(12) The EC's decision to approve a proposal from an owner for erections or alterations will be based on the completed Application Form and the supporting documents provided to the Strata Manager.

(13) Works may not commence until the approval is granted. Therefore it is in the interests of owners to provide complete information to support the Application Form. Requirements specific to hard flooring are listed at clause (9) of these Guidelines. Depending on the nature of the works, other information to provide might include:

(a) sketches or plans of the proposed modifications with a clear indication of their location and how the proposed works will affect the appearance of the property, including any part of a proposed structure that will be visible externally;

(b) a sample of colours proposed to be used on structures, accompanied where possible by colour charts or brochures;

(c) plans and specifications for the proposed works prepared by suitably qualified persons, e.g. a structural engineer to address any impacts on the structural integrity of the building;

(d) permits, approvals or consents required for the proposed works under territory laws;

(e) confirmation that appropriately qualified trades people will be used;

(f) confirmation that the proposed works will not affect adversely any fire safety and/or physical safety aspects of the property;

(g) details demonstrating that the proposed works relates to sustainable infrastructure;

(h) a schedule of the timing of the works and any special requirements that may cause disturbance to other residents of the complex during installation with the proposed dates and times.

(14) The owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review the plans, specifications and/or supporting documents if such review is considered necessary.

(15) In signing the Application Form, the owner agrees to indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the works. Owners and contractors must have their own insurance.

(16) Written authorisation for inspection after completion may also be required, eg to inspect acoustic insulation materials, waterproofing, etc.

(17) On receipt of an Application Form for erections or alterations, the EC may approve the request, or, due to the significant impact of the proposal on the property, may decide to put a motion on the agenda for the next General Meeting as to whether the request should be approved. Any such motion will be distributed with all documents submitted by the owner in support of the application.

(18) Such applications will be considered at the next scheduled General Meeting unless the owner agrees in writing to pay for the administrative costs of convening an earlier meeting to consider the request.

(19) Approval of an application, either by the Executive Committee or at a General Meeting, will include the following conditions:

(a) the owner must comply, and ensure their contractors comply, with applicable territory laws and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

(20) If an owner fails to adhere to the conditions, or fails to comply with any other aspect of the Viridian Rules, the Owners Corporation may require changes to be made at the owner's expense.

APPLICATION FORM – Erections and Alterations

I/we, ... , the owners of unit ....., seek the approval of the Executive Committee to the following erections/alterations:

.....
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.....
.

The following documents are provided in support of the application:

.....
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.....
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.....
.

We would like the works to commence on .....(date). *Note: The EC's approval is dependent on the provision of all supporting information with this application.*

I/we

1. have read and agree to comply with the Owners Corporation Rules – Units Plan 2839 (June 2022) which include these Guidelines for Erections and Alterations, and accept that this application will be assessed on that basis;
2. acknowledge that I/we are bound by the Owners Corporation Rules – Units Plan 2839 under section 107 of the *Unit Titles (Management) Act 2011; and*
3. indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the building erections and/or alterations at the above address.

Signed ..... Date .....

Name .....

Executive Committee Use only

The above application was considered by the Executive Committee on ..... and is:

☐ Approved, subject to the following:

(a) the owner must comply, and ensure their contractors comply, with any applicable territory law and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

☐ Approved, subject to the above & the additional conditions attached.

☐ Referred to a General Meeting of the Owners Corporation.

☐ Not Approved. Reasons are attached, noting the relevant Rule/s.

Signed on behalf of the Executive Committee

Signed ..... Date .....

Name .....

Contact details for the Strata Manager

Link Strata Management
PO Box 154, Curtin ACT 2605
Phone: 02 6260 3722
Email: admin@linkservices.com.au

THE OWNERS-UNITS PLAN No: 2839 Common Seal

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ACT Government | Access Canberra | Chief Minister

3216826

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number	Customer Reference Number
CAPITAL SETTLEMENTS ~~GERRY~~ ~~CERVICES~~ ~~ELEAT~~	gerry@settlementservices.com.au	0411800409	GRADY

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1740/60	KINGSTON	47 ~~53~~	7 ~~1&2~~	2839

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
HOUSE RULES	19.09.22

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

- [x] Sealed copy of Minutes of Meeting
- [ ] Sealed copy of Resolution/Motion
- [ ] Sealed copy of Alternate Rules
- [ ] Other (specify) -

COMMON SEAL OF OWNERS CORPORATION
(Seal may be affixed)

THE OWNERS-UNITS PLAN No. 2839 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

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

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

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

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

Signed By:

WITNESS

<Name of certifying party> LEA CARA GRADY

<Capacity of certifying party> STRATA MANAGER

for: *<Company name>* GRADY STRATA & FACILITIES

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	(Minutes/Resolution/Motion/Rules)
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	jm	Registration Date	11/01/2023

VOI Filed

LINK
STRATA MANAGEMENT

PO Box 154, Curtin ACT 2605
Phone: 02 6260 3722
Email: admin@linkservices.com.au

MINUTES OF GENERAL MEETING
Units Plan No. 2839

DATE & TIME Monday 19 September 2022 at 5:30 PM

LOCATION Zoom Video Conference, https://us02web.zoom.us/j/81945723065?pwd=SE4zU1pKZTgwTmtYTFZXLy8wbEtOZz09

ATTENDANCE

PRESENT: Mr R Betland & Mr N Dauth, Ms N Lawson, Mr S Lee & Mr J Fitzsimon, Mr J Keary & Ms K Alexander, Mr P Pistoor, Mr A Waterfield, Ms Y Earle, Ms K Vickery, Mr M Gardiner, Mr T Mark & Ms J Lawrie, Mr J Heyes, Ms R Navin, Ms N Champion & Mr P Davies, Ms H Donaldson and Mr R Donaldson, Ms A Luiz, Mr S Rumble, Ms T Mawer, Mr R Craven, Mr A Gough, Mrs S & Dr J Buckingham and Dr F Winnett.

IN ATTENDENCE: Mr A Johnston and Ms L Klose representing Link Strata Management

PROXIES: Ms P Neilsen & Mr M James proxy to Mr M Gardiner
Ms K Spackman proxy to Ms H Donaldson
Ms D Warren-Smith proxy to the Chairperson
BHMH Investment Pty Ltd (units 2, 8, 9, 14 & 15) proxy to Mr R Craven

ONLINE VOTING: Ms F Shaw, Mr C Hannan, Ms B Phillips, Mr S Lee & Mr J Fitzsimon, Ms C Galloway, Mr P Pistoor, Ms Y Earle, Mr J Heyes, and Mr W Curry

Secretarial Note: Several owners voted online and also attended the meeting. Please note that their votes were only counted once.

CHAIR: Ms H Donaldson was elected Chairperson

QUORUM

A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the Unit Titles (Management) Act 2011.

Secretarial Note: Owners are advised that under the Unit Titles (Management) Act 2011 (S.3.9) 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 given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous General Meeting dated 20 June 2022 be accepted as presented.

MOTION CARRIED

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

THE OWNERS-UNITS PLAN No: 2839 Common Seal

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 ~~Annual General~~ / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made: Monday 19 September 2022

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened -** The ~~Annual General~~ / General meeting was regularly convened (not following any adjournment under *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment -** The ~~Annual General~~ / General meeting was convened following an adjournment or adjournments *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

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
Monday 19 September 2022	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.

Date Tuesday 20 September 2022

Signed: *Anthony Johnston*

Designation: Anthony Johnston for Units Plan No 2839

2. RULES OF THE OWNERS CORPORATION

It was resolved *by special resolution* that the Owners Corporation resolves to adopt the amended Rules and register them under section 27 of the *Land Titles (Unit Titles) Act 1970.*

MOTION CARRIED AS A SPECIAL RESOLUTION

Secretarial note: The following clarifications were also raised and approved:

- *The contact details of the strata management company listed in the Registered Rules will be amended to reflect the contact details of Grady Strata & Facilities from 1 November 2022*
- *Structural information about the building will be included in the Registered Rules to assist owners who are applying for approval of hard flooring.*

3. STRATA MANAGEMENT CONTRACT FROM 1 NOVEMBER 2022

It was resolved that the Owners Corporation approves by ordinary resolution the following actions to take effect from 1 Nov 2022 for three years:

a. Grady Strata and Facilities be appointed as strata managing agent and building manager of Units Plan No. 2839;

b. The Owners Corporation delegates to Grady Strata and Facilities, as the 'Agent', all of its functions as per the attached agreements (other than those prohibited by the Act);

c. The Owners Corporation executes a written agreement to give effect to this appointment and delegation;

d. The delegation is to be subject to the conditions and limitations set out in the agreements; and

e. Authority is given for the common seal of the Owners Corporation to be affixed to the agreements by owners as determined at this meeting.

MOTION CARRIED

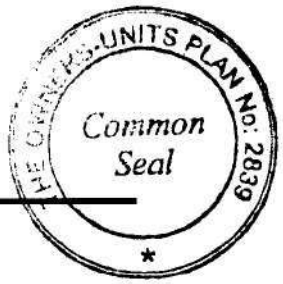
Secretarial note: Owners present raised concerns of the necessity and cost of appointing a facilities/building manager, and the length of the proposed contract. After further explanation and discussion, the motion was carried.

4. LEGAL ACTION TO DEFEND AN APPEAL AGAINST SUCCESSFUL ACTION BY THE OWNERS CORPORATION

It was resolved that the Owners Corporation approves by ordinary resolution the engagement of legal representation to defend a proceeding in the ACT Civil & Administrative Tribunal (ACAT) in relation to the matter of The Owners - Units Plan No 2839 v Craven & Gilks, UT 40/2021.

The proceeding is an appeal by the owners of Unit 151 against the decision of the Tribunal on UT40/2021 dated 22 June 2022. A request will be made for an order for the recovery of these and all costs incurred by the Owners Corporation in the course of this Appeal matter.

MOTION CARRIED



GENERAL BUSINESS

The owners present expressed thanks to the Executive Committee for their work in arranging this meeting, Mr M Gardiner's contribution was described during the discussion surrounding the role of a building/facilities manager.

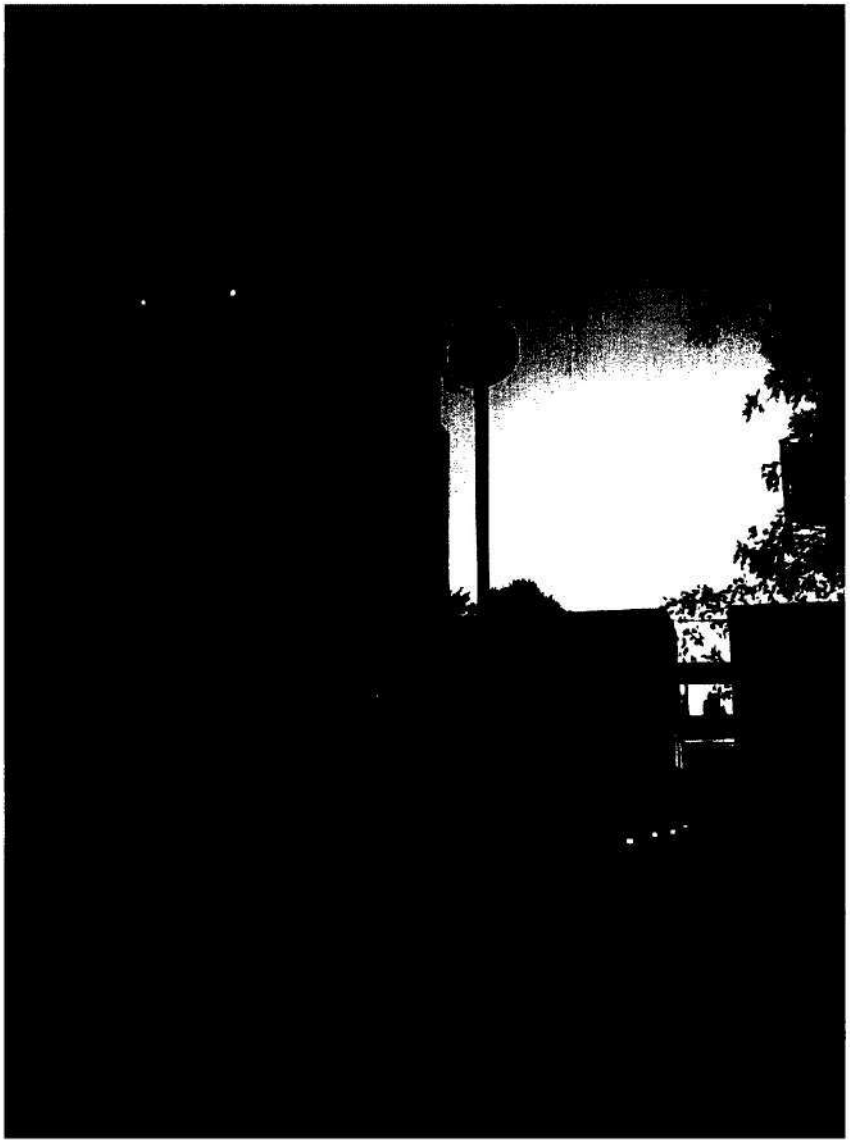
The Chair noted Mr A Johnston from Link Strata Management and his long relationship with the Viridian and thanked him for support & assistance.

MEETING CLOSED: 6:07PM

OWNERS CORPORATION RULES
UNITS PLAN NO. 2839

THE OWNERS-UNITS PLAN No: 2839
Common Seal

THE VIRIDIAN
45 - 47 WENTWORTH AVE, KINGSTON ACT



Approved 19 September 2022

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Introduction

Who is bound by these Rules?

Under section 107 of the *Unit Titles (Management) Act 2011* (the UTM Act), there is an agreement between the Owners Corporation and its members, and between each member and each other member, to be bound by the Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules).

An occupier of a unit (who is not the owner of the unit) is also bound by each rule of the corporation as if they were the owner of the unit, except in relation to payments to a general fund or a sinking fund; or if the rule provides otherwise.

If the unit owner does not occupy the unit, e.g. a landlord, they are liable separately and together with an occupier of the unit, e.g. a tenant, for any breach of these Rules, unless they prove that they took reasonable precautions to prevent the breach.

Under section 35 of the UTM Act, the Executive Committee (EC) exercises the functions of the Owners Corporation.

Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules)

Section 1 Default Rules

Schedule 1, Unit Titles (Management) Regulation 2011 and Alternative Rules that amend Default Rule 1.4, Rule 1.5 and Rule 1.6 only.

Section 2 Alternative Rules

Under the legislation, the Alternative Rules may only amend Default Rule 1.4, Rule 1.5 and Rule 1.6, and may provide for any other matter that is consistent with the UTM Act and the Default Rules, as amended by the Viridian Rules 2017 which were in place before the Default Rules took effect.

Section 3 General Information for residents

This Section contains certain Viridian Rules that were approved by the Owners Corporation on 7 December 2017, with minor changes. They provide general information which is no longer consistent with the meaning of Rules under recent changes to the UTM Act and Regulation but continue to apply as a result of the transitional provisions in section 169 of the UTM Act.

1. Default Rules

(Schedule 1, Unit Titles (Management) Regulation 2011)

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee or, if the Executive Committee is unable to come to a resolution, then a special resolution of the Owners Corporation; and

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

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

(3) However, if the structure is sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

(4) Permission is not required to be sought for the erection or alteration of a fit out within a commercial unit, provided it is in accordance with the requirements of any applicable territory law, and does not:

(a) impact on the structure of the building, or

(b) have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(c) permanently attach to the structure of the building, the common property or another unit, or

(d) affect the external appearance of the unit or the Viridian complex.

(5) One external sign may be erected in a location immediately above or adjacent to the entry to a commercial unit in a design approved by the Executive Committee;

(6) Signage and display material relevant to the commercial activities may be placed in the windows of a commercial unit.

(7) The only grounds on which the Executive Committee may object to a sign is on the basis that it:

(a) compromises the original architectural aesthetics of the building; or

(b) could reasonably be determined that it may cause material structural damage to the building.

(8) The Guidelines for Erections and Alterations at Appendix A set out the requirements and provides the application form for owners seeking approval under this Rule. They are also available from the Strata Manager and at www.viridianatkingston.com .

Floor covering

(9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit as set out in 1.4(11) (also see Rule 1.10).

(10) Owners wishing to replace floor coverings with anything other than wall to wall carpet with underlay must get prior approval from the Executive Committee. The requirements for approval are set out in the Guidelines for Erections and Alterations at Appendix A.

(11) Replacement flooring material must be an acceptable level of acoustic resilience, Association of Australian Acoustical Consultants (AAAC) 6 Star. This means that the impact sound pressure level of the installed floor covering shall not exceed 40dB, measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

(12) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and this responsibility transfers to future owners of the unit. Therefore they should hold their own insurance policies for coverage of any incidents that may arise.

(13) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

1.5 Pets in units

(1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

(a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

(b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and

(c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

(d) the pet owner cleans any area of the units plan that is soiled by the animal; and

(e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Executive Committee in writing via the Pet Application Form that the animal is being kept within the unit. The written advice must include:

(a) the species, breed and age of the pet;

(b) evidence that the pet is registered and vaccinated;

(c) confirmation that the pet is not likely to be a danger or hazard to any owner, occupier or user of the common property.

(3) When not confined to the unit, pets are to be appropriately and effectively restrained and under the control of a responsible individual while on the common property. Dogs and cats should be clearly under the control of their handler/owner through a collar, halter, harness, leash, or in a carrier.

(4) Pets must also be identified by way of collar and a tag which provides contact details of the owner.

(5) All pets, including assistance animals, will be recorded in a Pet Register maintained by the Strata Manager.

1.6 Assistance animals

The Owners Corporation requires a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

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

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

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

1.10 Noise

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

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

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

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

1.11 Illegal use of unit

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

1.12 What may an Executive Committee representative do?

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

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

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

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

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

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

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

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

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

Executive Committee representative means a person authorised, in writing, by the Executive Committee under rule 1.12 (4).

2. Alternative Rules

Consistent with Default Rule 1.3:

2.1 Repairs & maintenance - other matters

(1) To avoid water building up and causing damage to other units and the basement garages, owners, occupiers or users must ensure that the drains on balconies and in courtyards and any taps and hoses are unblocked and in good repair.

(2) Owners, occupiers or users of units should keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

(3) An owner or occupier of a commercial unit is responsible for commercial waste removal, the cleaning of any grease traps and the maintenance and cleaning of the exhaust system.

2.1.1 Air Conditioners

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

(2) Unit owners must ensure individual air conditioning systems are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.

(3) Unit owners must seek approval from the Executive Committee to replace an air conditioner. If the air conditioner condenser to be replaced is located on the roof:

  (a) the owner is responsible for the costs incurred for accessing the roof to remove the original unit and install a replacement unit;

  (b) approval will be required for trades people to access the roof. Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols;

  (c) the replacement unit is to be installed in the space left vacant by the original unit;

  (d) details of any proposal to vary from paragraphs (a)-(c) must be provided in the application for approval.

(4) The Strata Manager and Executive Committee will make every effort to inform an owner who has sought approval to replace an air conditioner on the roof of any known opportunities for cost sharing with another owner.

2.2 Courtyards and balconies

(1) Owners, occupiers or users must observe any maximum load limits applying to the floors and balconies in their unit and the common property. Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(2) Trees and plants in courtyard garden beds and on balconies have the potential to impact adversely on structures such as retaining walls, courtyard walls, metal work and the car park, as well on neighbouring units. To contain this:

(a) Cordyline australis and 'Mop Top' Robinia pseudoacacia are examples of trees that are likely to cause problems and are not permitted;

(b) The size of trees and shrubs must be limited to 2.5m in height and have a diameter of no more than 15cm at 0.3m above the top of the garden bed or balcony floor;

(c) Plants, trees, planter boxes and pot plants must be kept within the boundary of each courtyard, unit and balcony.

2.3 Common property - other matters

Consistent with Default Rule 1.7:

(1) Owners are responsible for the cost of:

(a) repairing any damage to common property or the property of other units caused by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly;

(b) additional garbage collections or clean up resulting from the failure to comply with these Rules by owners, their tenants, guests, or trades people engaged by them, either directly or indirectly.

(2) Unit owners must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee, e.g. piping, conduits, cables.

(3) Owners, occupiers or users must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.

(4) Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols.

(5) Items that are not the property of the Owners Corporation must not be stored or left on common property without written permission from the Executive Committee.

(6) The Owners Corporation cannot accept responsibility for any personal property removed from, damaged on, or stolen from common property areas, e.g. prams, bicycles.

2.3.1 Garages

(1) According to the Building Code of Australia, garages are non-habitable space and are not required to be waterproof.

(2) Power cords and extension cords are unsafe in this environment. Power points in the garages are not for individual use and are provided for common property use only. Any owner who wishes to utilise these power points must contact the Strata Manager to seek Executive Committee approval.

(3) All vehicles must be parked within the car space(s) allocated to the respective unit. Parking of vehicles must not cause obstruction or impede another vehicle's access.

THE OWNERS - STRATA PLAN No: 2839 Common Seal

(4) To avoid obstructions and impediments to vehicles, as well as for protection against fire risks, loss and any damage, personal items are to be stored inside storage sheds. Owners who store valuables in the garages or storage sheds do so at their own risk (see Rules 2.3.2(2) and 2.3.3(1)).

(5) Drivers should take extra care on approaches to and from the car parks and avoid standing for prolonged periods near the gates.

(6) Bicycle racks are located in the garages for the use of residents. Bikes must be tagged with the unit number of the owner. This is to enable the Executive Committee to identify any abandoned bikes and remove them to maximise the space available for current residents.

(7) The Executive Committee will attempt to contact owners of any apparently abandoned bikes, however, if the bike is not tagged with a unit number, they may remove it from the bike rack. If no one has claimed the bike within three months, the Committee will take steps to dispose of the bike, e.g. donate it to charity.

2.3.2 Security

(1) It is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are aware of the access arrangements and follow them at all times (see 3.3, Access Arrangements).

(2) In the basement garages, also not secure areas, owners, occupiers and users are responsible for the security of their motor vehicles, motorcycles, bicycles and items stored in storage sheds and their car spaces.

(3) External entry doors to the residential areas of the complex must be locked at all times. These doors and the fire doors must not be propped open or interfered with in any way.

(4) No one should allow another person to tailgate into the foyers, lifts or garages or otherwise provide access to anyone they do not know.

(5) The loss of an eDevice, fob or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager (see Rule 3.3(5) before replacing a key.)

(6) Footage from the security cameras may be accessed only in response to a security incident or a reported breach of these Rules. Privacy is a primary consideration in both the placement of cameras and in response to any requests for access to footage. Requests should be submitted to the Strata Manager. A Register is maintained of the date security footage is accessed, by whom and the reason.

(7) In the event of a security incident, owners, occupiers or users should:

   (a) report it to the appropriate authority (even if it is considered to be minor, the report may useful for local area crime statistics and therefore resource planning); and

   (b) report it to the Strata Manager so the Executive Committee is in a position to identify if any action should be considered for the complex.

2.3.3 Insurance

(1) Owners and occupiers should hold their own insurance policies for coverage of any incidents that may arise within their units, on unit subsidiaries, and on the common property, including in storage sheds and car spaces in the garages.

THE OWNERS-UNITS PLAN No. 3835
Common Seal

(2) In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary preliminary investigations. The Owners Corporation will pay for initial costs associated with those investigations. The Executive Committee will then determine the further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner, occupier or user, or the Owners Corporation.

2.3.4 Selling and leasing

(1) Owners who are selling their unit must:

(a) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent and potential buyers are familiar with the agreement that they will enter into should they purchase the unit;

(b) ensure any marketing or advertising connected with the sale of their unit conforms with these Rules;

(2) Owners who intend to lease their unit/s must provide to their leasing agent a copy of these Rules to ensure they are familiar with them. They should also instruct the agent to offer the Rules to prospective tenants and ensure they are aware that, should they occupy the unit, they will be bound by them as if they were the owner of the unit (see Introduction - Who is bound by these Rules?).

(3) Owners who wish to sell or lease their unit must not display or install, or permit to be displayed or installed, any 'For Sale' or 'For Lease' signs on any part of the common property.

(4) 'Open for Inspection' signs connected with any unit for sale or lease may only be erected during inspection times and must be promptly removed at the end of an inspection period on any given day.

2.3.5 Commercial use of residential units - short-term leasing, AirBnB, etc

(1) In recognition of the potential impact on neighbouring units and the common property of short stay accommodation arrangements, owners should provide prospective occupiers with a copy of these Rules, particularly drawing to their attention the provisions about noise, nuisance, security, smoking, etc. (see Introduction - Who is bound by these Rules?)

(2) Unit owners who wish to lease their unit for short stay accommodation should advise the Strata Manager and provide their contact details or those of an agent, so that their unit number may be added to a Register maintained by the Strata Manager.

2.3.6 Garbage & the common property

(1) Owners, occupiers or users must not dispose of any furniture, refuse, rubbish or recyclable material on common property except in the appropriate receptacles provided for that purpose.

(2) Commercial waste must not be placed in any common property areas other than those allocated for commercial units.

(3) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling. They are not to be used for commercial was

THE OWNERS-UNITS PLAN No: 2839 Common Seal

(4) No building or demolition material of any kind is to be placed in the Viridian's garbage rooms, garbage skips, or recycling skips.

2.4 Hazardous use of unit - other matters

Consistent with Default Rule 1.8:

Open flame, solid fuel BBQs or heaters, such as coal or wood, create a fire risk and are strictly prohibited.

2.5 Nuisance or annoyance - other matters

Consistent with Default Rule 1.9:

(1) An owner, occupier or user must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges.

(2) Smokers are reminded to consider their neighbours when smoking on balconies, including taking butts and ash trays indoors so they do not blow onto nearby balconies and courtyards.

2.6 Noise - other matters

Consistent with Default Rule 1.10:

(1) To avoid causing substantial annoyance to neighbours, owners, occupiers or users should be particularly sensitive about making noise or permitting noise to be made between 10pm and 8am.

(2) Owners, occupiers or users of a unit must not allow building works that make such noise as might be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit:

   (a) outside the hours of 8.00am and 4.00pm, Monday to Friday;

   (b) 9.00am and 1.00pm on Saturdays;

   (c) at any time on Sundays or public holidays; and

   (d) particularly disruptive works, such as concrete drilling, ongoing hammering, etc are to be undertaken between 9.00am and 4.00pm Monday to Friday only.

(3) Written notice of any activities covered by this Rule should be given to the Strata Manager at least 48 hours in advance to allow for neighbours to be informed.

2.7 Debt collection

(1) If the Owners Corporation incurs legal and/or other costs in any legal or administrative action against an owner, including action to recover amounts owing pursuant to section 95 of the *Unit Titles (Management) Act 2011* then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the owner shall be liable to pay the Owners Corporation the full amount of the legal fees and/or other costs incurred in the legal or administrative action.

(2) Any monies which are payable pursuant to Rule 2.7(1) shall be a debt enforceable by the Owners Corporation against an owner.

THE OWNERS-UNITS PLAN No. 2839
Common Seal

(3) Notwithstanding Rule 2.7(1), the Owners Corporation shall not be entitled to recover any legal fees and/or other costs from an owner unless the Owners Corporation first provides to the owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation.

(4) If the owner fails to pay the legal fees and/or other costs in accordance with Rule 2.7(1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit under section 96 of the *Unit Titles (Management) Act 2011*.

2.8 Execution of documents

(1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

(2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.9 All Strata-related correspondence to be sent by email

(1) For the purpose of giving notice of a general meeting under section 3.6 of Schedule 3 of the *Unit Titles (Management) Act 2011*, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

(2) Meeting minutes, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

3. Living at the Viridian

3.1 The Viridian's appearance

Consistent with Default Rule 1.3

(1) Owners, occupiers or users should report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.

(2) Owners, occupiers or users must not install any custom window coverings, including awnings, bars, security screens or fly screens, which can be seen from the exterior of the building or common property, without considering their appearance from the exterior of the unit. As a guide, the frames of security screens to courtyard and balcony doors should be charcoal in colour and the screens should not have patterned grills.

(3) Items that are not permitted on balconies and in courtyards include: indoor furniture, such as lounges; privacy screens; bamboo fencing; fixed clotheslines; and items that hang from metal framework attached to the structure of the building, such as hammocks.

(4) Draping rugs, mats, blankets or clothing over balcony railings or courtyard walls is also not permitted.

(5) Small, neat, portable clothes racks that are capable of being removed are permitted on balconies and in courtyards as long as they are removed when not in use and not left in place for prolonged periods of time.

(6) Padded curtains are available to protect the lifts during the movement of large items. Please contact the Strata Manager at least two business days in advance to arrange timely installation before the arrival of removalists or trades people.

(7) Owners are responsible for inspecting hallways and lifts prior to trades people leaving each day and for doing any required cleaning and/or vacuuming. While building works are in progress, excessive dust is likely to be created and carried outside the unit, so the door from the unit to common areas must be closed during the works. Trades people are to use protective mats between the door of the unit and the lift or foyer and remove them when they leave for the day. Cleaning directions from the Strata Manager must be carried out promptly.

3.2 Common services - hot water, free to air TV, Foxtel

(1) The hot water plant for the Viridian complex is centralised. It is managed by the Owners Corporation with the cost of operating and maintaining the plant split proportionally between unit owners, based on unit entitlement.

(2) Free to air TV is delivered via antennae and hubs on the common property and secondary hubs, Intra hubs, that are located within units. All in-unit costs are borne by individuals.

(3) Foxtel may be installed at the expense of owners through individual subscriptions. It is available via ports in each apartment, in the Intra hub box, and is delivered to the complex via a central Foxtel satellite receiver. Please note that this is a single cable

feed and is therefore unable to deliver an IQ HD signal. Standard Foxtel boxes are compatible.

(4) There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager.

(5) Power points in the garages are not for individual use (see Rule 2.3.1(2)).

3.3 Access arrangements

(1) As noted in Rule 2.3.2, it is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are familiar with the access arrangements and follow them at all times.

(2) The Viridian's access control and monitoring system includes:

(a) eDevices – called Airkeys, remotes or fobs – to access external entry doors, lifts to specific floors and the basement garages;

(b) keys to access stairwells and individual units (see Rule 3.3(5) if replacing your key); and

(c) security cameras in the garages and driveways.

(3) The loss of an eDevice or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager.

(4) Replacement and additional eDevices may be purchased through the Strata Manager.

(5) The key to an individual unit also opens the fire door from inside the stairwell to the relevant floor, giving residents access to their floor via the stairs or the lift. It is important to take this into account if you decide to replace the key to your unit, i.e. to ensure you are able to access your floor in the event that the lift is unavailable.

(6) No key is required to open the fire door and exit your floor via the stairwell, as this is a fire exit.

(7) An owner or a person authorised by the owner may install:

(a) A locking or other safety device for the protection of the owner's unit against intruders, subject to any external requirements such as fire safety standards, see Rule 3.1(2) on screens for doors and windows;

(b) Any structure or device to prevent harm to children or pets. If it is visible externally to the unit, the owner should contact the Strata Manager to seek the approval of the Executive Committee.

3.4 Wildlife & pests

(1) Owners, occupiers or users should not feed possums, erect bird feeders or otherwise feed birds on balconies, in courtyards or on common property as they have the potential to attract pests.

(2) A regular cycle of spraying around the common property to protect against pests occurs at regular intervals. Notification is sent to all owners in advance.

THE OWNERS-UNITS PLAN No: 2839 Common Seal

3.5 Recycling

(1) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area.

(2) Care needs to be taken to avoid contamination of the recycling materials with garbage and other waste. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all owners, occupiers and users, as well as contractors is essential for effective recycling.

(3) Owners, occupiers and users must dispose of animal litter products in an appropriate manner – secured in a bag and placed in the general waste bin, not the recycling bin.

(4) Bulky items that can be recycled must be disposed of at the appropriate recycling station, e.g. removal cartons and packaging materials. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate waste disposal point (more at http://www.regyp.com.au).

Appendix A - Guidelines for Erections & Alterations

General

(1) For the purposes of these guidelines, 'erections and alterations' includes any building works, renovations, improvements, installations, repairs and additions to a unit that:

(a) may impact on the structure of the building, or

(b) may have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(c) are to be permanently attached to the structure of the building, the common property or another unit, or

(d) may affect the external appearance of the unit or the Viridian complex.

(2) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

(3) Minor works such as the painting of walls or minor changes within a unit that have no impact on noise, the structure or appearance of the building or on common property do not require specific approval.

Hard flooring, including wood and tiles

(4) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering, and it is in the interests of the peaceful enjoyment of all residents that carpet continues to be the preferred floor covering for all rooms except kitchens, bathrooms and laundries.

(5) Rule 1.4(10) requires an owner who is considering replacing floor coverings with tiles, floorboards or any other form of hard flooring to seek prior approval of the Executive Committee (EC). The requirements are for the benefit of all residents, to ensure that after installation your neighbours experience minimal difference in sound transmission from the carpet and underlay that was installed as part of the original design and fit out of the Viridian complex.

(6) Sub-rule 1.4(11) sets out the acceptable level of acoustic resilience, AAAC 6 Star. This means that the impact sound pressure level of the installed floor covering shall not exceed 40dB, measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2. Three components are involved in achieving the AAAC 6 Star:

(a) the underlay,

(b) the engineered wooden flooring or other proposed product, and

(c) correct installation.

Note: Acoustic resilience varies with building structure, and some flooring that meets a 6 Star standard in some complexes may not perform to the same acoustic level in the Viridian. To assist you and your flooring salespeople to ensure you select a flooring combination, i.e. underlay, flooring and installation method, that will meet the AAAC 6 Star acoustic rating when installed in the Viridian, you should provide them with specific information about the Viridian's structure: The Viridian has a 150mm concrete slab and a suspended ceiling cavity which consists of 10mm plasterboard and no insulation.

THE OWNERS STRATA PLAN No: 2839
Common Seal

(7) Hard flooring must be installed by qualified trades people as per the manufacturer's instructions. This should include a minimum 3mm gap between walls and the finished surface, on a suitable acoustic underlay. By way of guidance, the following acoustic underlay products have been independently tested and meet the 6 Star standard when combined with appropriate hard flooring, installed correctly:

(a) Acoustica AngelStep;

(b) RegupolBA 17/8mm.

(8) These products are known to the Viridian, however over time products and specifications will change. Owners who wish to propose a different underlay will need to provide evidence with their application that the proposed product and flooring combined will meet the required standard.

(9) Applications for EC approval of the replacement of floor covering with hard flooring are required to provide information showing that the materials to be used will achieve the noise transmission requirements:

(a) Details of the proposed hard floor product, including the product specification sheet showing the weighted standardised impact sound pressure level (LnT,w) which is measured in decibels (dB). The lower the LnT,w value, the better the acoustic performance.

(b) Details of the proposed underlay, including the underlay product specification sheet showing the weighted standardised impact sound pressure level (LnT,w) which is measured in decibels (dB);

(c) The method of laying, fixed or floating, and confirmation that it will be laid by qualified trades people;

(d) In respect to wet areas, such as kitchens, bathrooms and laundries, documentation to demonstrate that water proofing membranes will not be compromised and details of the replacement material and installation method;

(e) written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary.

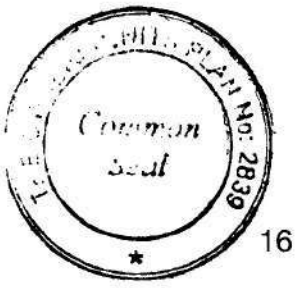
(10) Upon completion of the works, the owner is required to provide to the Strata Manager:

(a) evidence of the acoustic insulation materials used;

(b) confirmation that they have been installed in accordance with the manufacturer's procedures and meet the acoustic standard;

(c) For tiling in kitchens, bathrooms and laundries, confirmation that the areas have been appropriately waterproofed.

(11) As set out in Rule 2.3 (1), owners are responsible for any costs arising from clean up, damage and garbage disposal required because their trades people and workers failed to comply with the Rules. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.



The Approval Process

(12) The EC's decision to approve a proposal from an owner for erections or alterations will be based on the completed Application Form and the supporting documents provided to the Strata Manager.

(13) Works may not commence until the approval is granted. Therefore it is in the interests of owners to provide complete information to support the Application Form. Requirements specific to hard flooring are listed at clause (9) of these Guidelines. Depending on the nature of the works, other information to provide might include:

(a) sketches or plans of the proposed modifications with a clear indication of their location and how the proposed works will affect the appearance of the property, including any part of a proposed structure that will be visible externally;

(b) a sample of colours proposed to be used on structures, accompanied where possible by colour charts or brochures;

(c) plans and specifications for the proposed works prepared by suitably qualified persons, e.g. a structural engineer to address any impacts on the structural integrity of the building;

(d) permits, approvals or consents required for the proposed works under territory laws;

(e) confirmation that appropriately qualified trades people will be used;

(f) confirmation that the proposed works will not affect adversely any fire safety and/or physical safety aspects of the property;

(g) details demonstrating that the proposed works relates to sustainable infrastructure;

(h) a schedule of the timing of the works and any special requirements that may cause disturbance to other residents of the complex during installation with the proposed dates and times.

(14) The owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review the plans, specifications and/or supporting documents if such review is considered necessary.

(15) In signing the Application Form, the owner agrees to indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the works. Owners and contractors must have their own insurance.

(16) Written authorisation for inspection after completion may also be required, eg to inspect acoustic insulation materials, waterproofing, etc.

(17) On receipt of an Application Form for erections or alterations, the EC may approve the request, or, due to the significant impact of the proposal on the property, may decide to put a motion on the agenda for the next General Meeting as to whether the request should be approved. Any such motion will be distributed with all documents submitted by the owner in support of the application.

(18) Such applications will be considered at the next scheduled General Meeting unless the owner agrees in writing to pay for the administrative costs of convening an earlier meeting to consider the request.

(19) Approval of an application, either by the Executive Committee or at a General Meeting, will include the following conditions:

(a) the owner must comply, and ensure their contractors comply, with applicable territory laws and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

(20) If an owner fails to adhere to the conditions, or fails to comply with any other aspect of the Viridian Rules, the Owners Corporation may require changes to be made at the owner's expense.

APPLICATION FORM – Erections and Alterations

I/we, ... , the owners of unit ....., seek the approval of the Executive Committee to the following erections/alterations:

.....
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.....
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.....
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.....
.

The following documents are provided in support of the application:

.....
.
.....
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.....
.
.....
.

We would like the works to commence on .....(date). *Note: The EC's approval is dependent on the provision of all supporting information with this application.*

I/we

1. have read and agree to comply with the Owners Corporation Rules – Units Plan 2839 (June 2022) which include these Guidelines for Erections and Alterations, and accept that this application will be assessed on that basis;
2. acknowledge that I/we are bound by the Owners Corporation Rules – Units Plan 2839 under section 107 of the *Unit Titles (Management) Act 2011; and*
3. indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the building erections and/or alterations at the above address.

Signed .....

Date .....

Name .....

THE OWNERS-UNITS PLAN No: 2839 Common Seal

Executive Committee Use only

The above application was considered by the Executive Committee on ..... and is:

☐ Approved, subject to the following:

(a) the owner must comply, and ensure their contractors comply, with any applicable territory law and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

☐ Approved, subject to the above & the additional conditions attached.

☐ Referred to a General Meeting of the Owners Corporation.

☐ Not Approved. Reasons are attached, noting the relevant Rule/s.

Signed on behalf of the Executive Committee

Signed ..... Date .....

Name .....

Contact details for the Strata Manager

Until 31/10/22:
Link Strata Management
PO Box 154, Curtin ACT 2605
Phone: 02 6260 3722
Email: admin@linkservices.com.au

From 1/11/22:
Grady Strata & Facilities
Unit G7 / 65 Canberra Avenue, Griffith
Phone: 02 6251 1214
Email: ysabella.gills@gradystrata.com.au

ACT Government

Access Canberra.

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LAND TITLES
:ESS CANBERRA
ıent Directorate

:PORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number	Customer Reference Number
Capital Settlement services	gerry@settlementservices.com.au	0418 662 109	Grady

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1740:60	Kingston	53	142	2839

4

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
HOUSE RULES	15/12/2022

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

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

COMMON SEAL OF OWNERS CORPORATION
(Seal may be affixed)

THE OWNERS-UNITS PLAN No: 2839
Common Seal
*

CERTIFICATION **Delete the inapplicable*

Applicant

*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.
*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
*The Certifier has retained the evidence to support this Registry Instrument or Document.
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By: CEA Cara Grady

<Name of certifying party>
<Capacity of certifying party>
STRATA MANAGER

for: *<Company name>* GRADY STRATA & FACILITIES

on behalf of the Registered Proprietor/Managing Agent

WITNESS: GERARD Ellem

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	PE	Registration Date	01/02/2023

VOI Catagory 3 - Filed

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 2839

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 15 December 2022

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened**
The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

o **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
15 December 2022	Annual General Meeting Minutes

A4 Owners corporation declaration

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

THE OWNERS-UNITS PLAN NO: 2839 Common Seal

..... 15/12/2022

† 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).

GRADY
Strata & Facilities

UNITS PLAN 2839
2022 ANNUAL GENERAL MEETING MINUTES

Held at The Eastlake Football Club on the 15th of December 2022 at 5:00 pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units 64, 71, 74, 78, 80, 89, 94, 98, 101, 106, 109, 111, 112, 121, 124, 130, 133, 139, 143, 144, 147, 154, 155, 163, 168, 169

Proxy: 2, 8, 9, 14, 15, 46, 48, 81, 82, 150, 153

Absentee Voting Forms: 117, 151

Apologies: 76, 153

Chairperson Ms Helen Donaldson welcomed members of the Owners Corporation to the Annual General Meeting and introduced Ms Ysabella Gills as the direct Strata Manager for the Viridian Complex.

CHAIRPERSON'S REPORT

ITEM 1 – CHAIRPERSON'S REPORT

***Motion 1**: "That the Owners Corporation notes the Chair's Report as presented."*

Motion Carried

MINUTES

ITEM 2 – MINUTES

***Motion 2**: "That the Owners Corporation adopt the General Meeting Minutes of 19 September 2022 as presented."*

Motion Rescinded

***AMENDED Motion 2:** "That the Owners Corporation adopt the General Meeting Minutes of 19 September 2022, with the amendment to the first paragraph under General Business, consisting of the replacement of the paragraph with, "The owners present expressed thanks to the EC for all their work for this meeting, in particular Mr Gardiner's contribution as described in the discussion on the need for a building manager."*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2021/2022 FINANCIAL STATEMENTS

The meeting noted that an audit of the financial statements for the Units Plan will be required in each subsequent year due to legislative updates, with the audit to be completed and outcomes advised at each Annual General Meeting.

***Motion 3**: "That the Owners Corporation adopt the audit from P Squared as presented and note the requirement for audit of the 2022/23 financial statements."*

Motion Rescinded

***AMENDED Motion 3:** "That the Owners Corporation adopt the audit from P Squared and note the requirement for audit of the 2021/22 financial statements, subject to a non-adverse outcome."*

Motion Carried

***Motion 4**: "That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2022 as presented."*

Motion Carried

SINKING FUND PLAN 2023-2033

ITEM 4 – APPROVAL OF SINKING FUND PLAN 2023-2033 AND NOTATION OF MAINTENANCE PLAN 2023-2033

***Motion 5**:*

a) "That the Owners Corporation notes the Maintenance Plan as presented.

b) That the proposed Sinking Fund Plan 2023 to 2033, including the two small, proposed changes to rows 39 and 133, and inclusion of a new 5 yearly, Fire System task for Landing Valve Replacement with an initial FY22/23 cost of $12,000, with its consequential work commitments and levy contributions, be approved.

c) That annual levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January, 1 April, 1 July, and 1 October of each financial year, be approved.

d) That consideration of the Sinking Fund Plan with presentation of any necessary changes to the plan, is required at least annually by the OC, preferably at the AGM. The total forecast expenditure estimate for 2022-23FY is $457,744 and attendant contributions are $440,000."

Motion Carried

PROPOSED ADMINISTRATIVE BUDGET 2022/2023

ITEM 5 – ADMINISTRATIVE FUND BUDGET

***Motion 6:** "That the proposed Administrative Fund expenditure budget of $997,431.00 excluding GST and levy contributions of $742,300.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2023, 1 April 2023, 1 July 2023 and 1 October 2023."*

Motion Carried

OWNERS CORPORATION RULES AMENDMENT

ITEM 6 – VIRIDIAN RULES

***Motion 7**: "That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented."*

Motion Rescinded

The meeting noted that the proposed draft Rules, which consisted of a blanket ban of all flammable items and heat sources was excessive. The meeting discussed refining the proposed new rules promoting a more moderate approach. The meeting noted that there are requirements to meet for the complex to be properly insured and to mitigate risk and that alterations to the rules must occur in relation to the cladding. The meeting discussed an application process that owners will have to undertake to get approval from the Executive Committee to have flammable items on their balcony such as BBQs and electric heaters, and agreed the ban would apply unless an owner obtains EC approval.

***AMENDED Motion 7:** "That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules, as amended"*

2.4 Interim Fire Safety Measures

Unless approved by the Executive Committee, in accordance with 6.1.1 of the 2022 Vortex Fire Cladding Testing and Assessment Report (the Fire Engineer's Report) or any subsequent fire engineer's report:

(1) Residents are not permitted to store any flammable materials or heat sources on their balcony or in courtyards at the Viridian. Items include but not limited to aerosol cans, barbeques, outdoor heater, ashtrays, etc.

(2) Occupants, guests, and contractors are not permitted to smoke in private yards, on private balconies or in common spaces.

(3) Occupants, guests, and contractors are not permitted to use cooking or heating in private yards, on private balconies or in common spaces.

(4) Occupants, guests, and contractors are not permitted to use any item which produces a naked flame or strong heat source in private yards, private balconies or in common spaces.

Motion Carried

CLADDING

ITEM 7– REQUEST FOR TENDER

***Motion 8:** "That the Owners Corporation agree to seek the services of a Project Manager to oversee engagement of qualified contractors for the completion of works to remove and replace non-compliant cladding identified and risk rated by the Fire Engineer's report."*

Motion Carried

BUILDING MAINTENANCE ITEMS

ITEM 8 – ONGOING MAINTENANCE ISSUES & CONTRACTS

The meeting was advised by Grady Strata and Facilities that their ongoing maintenance is being programmed on Grady's Building Manager Software. The meeting noted that Grady Strata and Facilities is currently reviewing the Viridian's contracts.

ITEM 9 – FIRE SAFETY REVIEW

The meeting discussed the ongoing provision of fire maintenance at the Viridian Complex, with routine fire maintenance being undertaken with FS Solutions in accordance with the relevant Australian Standards. The meeting noted the presence of flammable cladding as discussed earlier, with steps being taken to resolve this matter.

INSURANCE

ITEM 11- INSURANCE

***Motion 9**: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

Motion Carried

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 13 – EXECUTIVE COMMITTEE ELECTION

***Motion 10:** "That the Owners Corporation appoint Anselm Waterfield, Andy Gough, Helen Donaldson, Warren Curry, Nicola Champion and Kevin Wilson to stand as Executive Committee members until the next Annual General Meeting".*

Motion Carried

The Owners Corporation thanked the Executive Committee for their ongoing contributions to the Viridian Complex. Owners were advised it is possible the incoming Executive Committee will appoint sub-committees and invited Owners to notify Ysabella if they have expertise or interest in the work ahead and to monitor for advice of the creation of these sub-committees. Two owners who have provided assistance to the EC during the year were thanked for their generosity: Steve Rumble and Randy Goldberg.

ITEM 14 – AUTHORISATIONS AND DELEGATIONS

The meeting noted that the only authorisations, delegations or appointments in force are under contract with Grady Strata, with a copy of the Grady Strata contract available on request.

GENERAL BUSINESS

ITEM 15 – GENERAL BUSINESS

Electric Vehicles: A question was asked about the Chair's Report and whether the reported lack of progress on EVs charging resulted from the discrepancy between advice received in 2018 and 2022. It was confirmed that the delay in 2022 resulted from the Executive Committee's workload, as has been the case in the previous three years. The meeting noted that an investigation of the discrepancy mentioned between the two reports is to be investigated further. With no requests for approval since

2018 it was agreed that, although limited connections are available via this method, any applications received in the short term could duplicate the set up that was approved in 2018. The meeting recognised that demand for EV charging is likely to increase over coming years.

Gas Supply: An owner's query about gas supply charges led to a discussion about the arrangements at the complex.

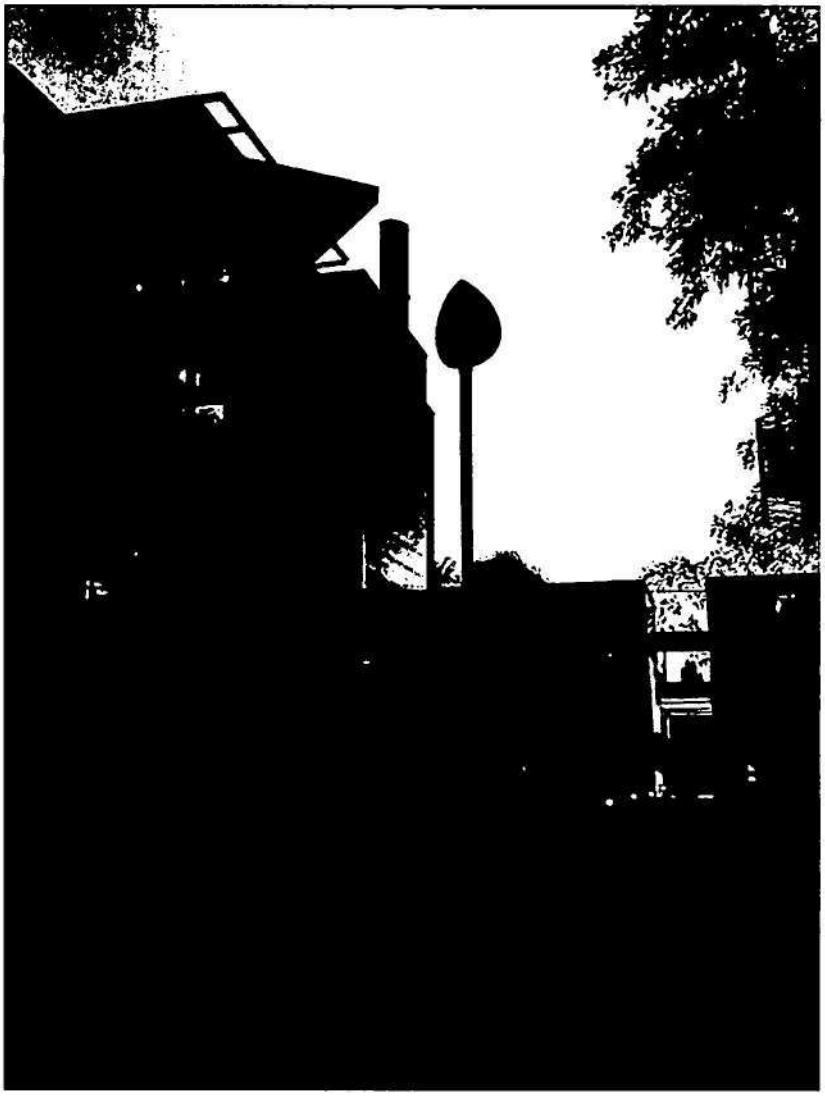
Ongoing Leaks: The meeting discussed the ongoing issues concerning leaks in Owner's units. The meeting noted that Grady Strata and Facilities has received a list of the leaks during the handover from previous management, and the building management team are conducting inspections for these items.

Social Media Page: An owner sought interest in a social media page for the Viridian. The meeting agreed that this would be on an opt-in basis and that this could be taken up by the incoming EC.

Meeting Closed at 6:22 pm

OWNERS CORPORATION RULES
UNITS PLAN NO. 2839

THE VIRIDIAN
45 - 47 WENTWORTH AVE, KINGSTON ACT



Approved 15 December 2022

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Introduction

Who is bound by these Rules?

Under section 107 of the *Unit Titles (Management) Act 2011* (the UTM Act), there is an agreement between the Owners Corporation and its members, and between each member and each other member, to be bound by the Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules).

An occupier of a unit (who is not the owner of the unit) is also bound by each rule of the corporation as if they were the owner of the unit, except in relation to payments to a general fund or a sinking fund; or if the rule provides otherwise.

If the unit owner does not occupy the unit, e.g. a landlord, they are liable separately and together with an occupier of the unit, e.g. a tenant, for any breach of these Rules, unless they prove that they took reasonable precautions to prevent the breach.

Under section 35 of the UTM Act, the Executive Committee (EC) exercises the functions of the Owners Corporation.

Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules)

Section 1 Default Rules

Schedule 1, Unit Titles (Management) Regulation 2011 and Alternative Rules that amend Default Rule 1.4, Rule 1.5 and Rule 1.6 only.

Section 2 Alternative Rules

Under the legislation, the Alternative Rules may only amend Default Rule 1.4, Rule 1.5 and Rule 1.6, and may provide for any other matter that is consistent with the UTM Act and the Default Rules, as amended by the Viridian Rules 2017 which were in place before the Default Rules took effect.

Section 3 General Information for residents

This Section contains certain Viridian Rules that were approved by the Owners Corporation on 7 December 2017, with minor changes. They provide general information which is no longer consistent with the meaning of Rules under recent changes to the UTM Act and Regulation but continue to apply as a result of the transitional provisions in section 169 of the UTM Act.

1. Default Rules

(Schedule 1, Unit Titles (Management) Regulation 2011)

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee or, if the Executive Committee is unable to come to a resolution, then a special resolution of the Owners Corporation; and

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

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

(3) However, if the structure is sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

(4) Permission is not required to be sought for the erection or alteration of a fit out within a commercial unit, provided it is in accordance with the requirements of any applicable territory law, and does not:

(a) impact on the structure of the building, or

(b) have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(c) permanently attach to the structure of the building, the common property or another unit, or

(d) affect the external appearance of the unit or the Viridian complex.

(5) One external sign may be erected in a location immediately above or adjacent to the entry to a commercial unit in a design approved by the Executive Committee;

(6) Signage and display material relevant to the commercial activities may be placed in the windows of a commercial unit.

(7) The only grounds on which the Executive Committee may object to a sign is on the basis that it:

(a) compromises the original architectural aesthetics of the building; or

(b) could reasonably be determined that it may cause material structural damage to the building.

(8) The Guidelines for Erections and Alterations at Appendix A set out the requirements and provides the application form for owners seeking approval under this Rule. They are also available from the Strata Manager and at www.viridianatkingston.com .

Floor covering

(9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit as set out in 1.4(11) (also see Rule 1.10).

(10) Owners wishing to replace floor coverings with anything other than wall to wall carpet with underlay must get prior approval from the Executive Committee. The requirements for approval are set out in the Guidelines for Erections and Alterations at Appendix A.

(11) Replacement flooring material must be an acceptable level of acoustic resilience, Association of Australian Acoustical Consultants (AAAC) 6 Star. This means that the impact sound pressure level of the installed floor covering shall not exceed 40dB, measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2.

(12) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and this responsibility transfers to future owners of the unit. Therefore they should hold their own insurance policies for coverage of any incidents that may arise.

(13) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

1.5 Pets in units

(1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

(a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

(b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and

(c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

(d) the pet owner cleans any area of the units plan that is soiled by the animal; and

(e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Executive Committee in writing via the Pet Application Form that the animal is being kept within the unit. The written advice must include:

(a) the species, breed and age of the pet;

(b) evidence that the pet is registered and vaccinated;

(c) confirmation that the pet is not likely to be a danger or hazard to any owner, occupier or user of the common property.

(3) When not confined to the unit, pets are to be appropriately and effectively restrained and under the control of a responsible individual while on the common property. Dogs and cats should be clearly under the control of their handler/owner through a collar, halter, harness, leash, or in a carrier.

(4) Pets must also be identified by way of collar and a tag which provides contact details of the owner.

(5) All pets, including assistance animals, will be recorded in a Pet Register maintained by the Strata Manager.

1.6 Assistance animals

The Owners Corporation requires a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

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

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

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

1.10 Noise

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

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

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

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

1.11 Illegal use of unit

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

1.12 What may an Executive Committee representative do?

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

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

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

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

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

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

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

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

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

Executive Committee representative means a person authorised, in writing, by the Executive Committee under rule 1.12 (4).

2. Alternative Rules

Consistent with Default Rule 1.3:

2.1 Repairs & maintenance - other matters

(1) To avoid water building up and causing damage to other units and the basement garages, owners, occupiers or users must ensure that the drains on balconies and in courtyards and any taps and hoses are unblocked and in good repair.

(2) Owners, occupiers or users of units should keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

(3) An owner or occupier of a commercial unit is responsible for commercial waste removal, the cleaning of any grease traps and the maintenance and cleaning of the exhaust system.

2.1.1 Air Conditioners

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

(2) Unit owners must ensure individual air conditioning systems are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.

(3) Unit owners must seek approval from the Executive Committee to replace an air conditioner. If the air conditioner condenser to be replaced is located on the roof:

  (a) the owner is responsible for the costs incurred for accessing the roof to remove the original unit and install a replacement unit;

  (b) approval will be required for trades people to access the roof. Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols;

  (c) the replacement unit is to be installed in the space left vacant by the original unit;

  (d) details of any proposal to vary from paragraphs (a)-(c) must be provided in the application for approval.

(4) The Strata Manager and Executive Committee will make every effort to inform an owner who has sought approval to replace an air conditioner on the roof of any known opportunities for cost sharing with another owner.

2.2 Courtyards and balconies

(1) Owners, occupiers or users must observe any maximum load limits applying to the floors and balconies in their unit and the common property. Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(2) Trees and plants in courtyard garden beds and on balconies have the potential to impact adversely on structures such as retaining walls, courtyard walls, metal work and the car park, as well on neighbouring units. To contain this:

(a) Cordyline australis and 'Mop Top' Robinia pseudoacacia are examples of trees that are likely to cause problems and are not permitted;

(b) The size of trees and shrubs must be limited to 2.5m in height and have a diameter of no more than 15cm at 0.3m above the top of the garden bed or balcony floor;

(c) Plants, trees, planter boxes and pot plants must be kept within the boundary of each courtyard, unit and balcony.

2.3 Common property - other matters

Consistent with Default Rule 1.7:

(1) Owners are responsible for the cost of:

(a) repairing any damage to common property or the property of other units caused by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly;

(b) additional garbage collections or clean up resulting from the failure to comply with these Rules by owners, their tenants, guests, or trades people engaged by them, either directly or indirectly.

(2) Unit owners must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee, e.g. piping, conduits, cables.

(3) Owners, occupiers or users must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.

(4) Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols.

(5) Items that are not the property of the Owners Corporation must not be stored or left on common property without written permission from the Executive Committee.

(6) The Owners Corporation cannot accept responsibility for any personal property removed from, damaged on, or stolen from common property areas, e.g. prams, bicycles.

2.3.1 Garages

(1) According to the Building Code of Australia, garages are non-habitable space and are not required to be waterproof.

(2) Power cords and extension cords are unsafe in this environment. Power points in the garages are not for individual use and are provided for common property use only. Any owner who wishes to utilise these power points must contact the Strata Manager to seek Executive Committee approval.

(3) All vehicles must be parked within the car space(s) allocated to the respective unit. Parking of vehicles must not cause obstruction or impede another vehicle's access.

(4) To avoid obstructions and impediments to vehicles, as well as for protection against fire risks, loss and any damage, personal items are to be stored inside storage sheds. Owners who store valuables in the garages or storage sheds do so at their own risk (see Rules 2.3.2(2) and 2.3.3(1)).

(5) Drivers should take extra care on approaches to and from the car parks and avoid standing for prolonged periods near the gates.

(6) Bicycle racks are located in the garages for the use of residents. Bikes must be tagged with the unit number of the owner. This is to enable the Executive Committee to identify any abandoned bikes and remove them to maximise the space available for current residents.

(7) The Executive Committee will attempt to contact owners of any apparently abandoned bikes, however, if the bike is not tagged with a unit number, they may remove it from the bike rack. If no one has claimed the bike within three months, the Committee will take steps to dispose of the bike, e.g. donate it to charity.

2.3.2 Security

(1) It is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are aware of the access arrangements and follow them at all times (see 3.3, Access Arrangements).

(2) In the basement garages, also not secure areas, owners, occupiers and users are responsible for the security of their motor vehicles, motorcycles, bicycles and items stored in storage sheds and their car spaces.

(3) External entry doors to the residential areas of the complex must be locked at all times. These doors and the fire doors must not be propped open or interfered with in any way.

(4) No one should allow another person to tailgate into the foyers, lifts or garages or otherwise provide access to anyone they do not know.

(5) The loss of an eDevice, fob or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager (see Rule 3.3(5) before replacing a key.)

(6) Footage from the security cameras may be accessed only in response to a security incident or a reported breach of these Rules. Privacy is a primary consideration in both the placement of cameras and in response to any requests for access to footage. Requests should be submitted to the Strata Manager. A Register is maintained of the date security footage is accessed, by whom and the reason.

(7) In the event of a security incident, owners, occupiers or users should:

   (a) report it to the appropriate authority (even if it is considered to be minor, the report may useful for local area crime statistics and therefore resource planning); and

   (b) report it to the Strata Manager so the Executive Committee is in a position to identify if any action should be considered for the complex.

2.3.3 Insurance

(1) Owners and occupiers should hold their own insurance policies for coverage of any incidents that may arise within their units, on unit subsidiaries, and on the common property, including in storage sheds and car spaces in the garages.

(2) In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary preliminary investigations. The Owners Corporation will pay for

initial costs associated with those investigations. The Executive Committee will then determine the further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner, occupier or user, or the Owners Corporation.

2.3.4 Selling and leasing

(1) Owners who are selling their unit must:

(a) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent and potential buyers are familiar with the agreement that they will enter into should they purchase the unit;

(b) ensure any marketing or advertising connected with the sale of their unit conforms with these Rules;

(2) Owners who intend to lease their unit/s must provide to their leasing agent a copy of these Rules to ensure they are familiar with them. They should also instruct the agent to offer the Rules to prospective tenants and ensure they are aware that, should they occupy the unit, they will be bound by them as if they were the owner of the unit (see Introduction - Who is bound by these Rules?).

(3) Owners who wish to sell or lease their unit must not display or install, or permit to be displayed or installed, any 'For Sale' or 'For Lease' signs on any part of the common property.

(4) 'Open for Inspection' signs connected with any unit for sale or lease may only be erected during inspection times and must be promptly removed at the end of an inspection period on any given day.

2.3.5 Commercial use of residential units - short-term leasing, AirBnB, etc

(1) In recognition of the potential impact on neighbouring units and the common property of short stay accommodation arrangements, owners should provide prospective occupiers with a copy of these Rules, particularly drawing to their attention the provisions about noise, nuisance, security, smoking, etc. (see Introduction - Who is bound by these Rules?)

(2) Unit owners who wish to lease their unit for short stay accommodation should advise the Strata Manager and provide their contact details or those of an agent, so that their unit number may be added to a Register maintained by the Strata Manager.

2.3.6 Garbage & the common property

(1) Owners, occupiers or users must not dispose of any furniture, refuse, rubbish or recyclable material on common property except in the appropriate receptacles provided for that purpose.

(2) Commercial waste must not be placed in any common property areas other than those allocated for commercial units.

(3) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling. They are not to be used for commercial waste.

(4) No building or demolition material of any kind is to be placed in the Viridian's garbage rooms, garbage skips, or recycling skips.

2.4 Interim Fire Safety Measures

Unless approved by the Executive Committee, in accordance with 6.1.1 of the 2022 Vortex Fire Cladding Testing and Assessment Report (the Fire Engineer's Report) or any subsequent fire engineer's report:

(1) Residents are not permitted to store any flammable materials or heat sources on their balcony or in courtyards at the Viridian. Items include but not limited to aerosol cans, barbeques, outdoor heater, ashtrays, etc.

(2) Occupants, guests, and contractors are not permitted to smoke in private yards, on private balconies or in common spaces.

(3) Occupants, guests, and contractors are not permitted to use cooking or heating in private yards, on private balconies or in common spaces.

(4) Occupants, guests, and contractors are not permitted to use any item which produces a naked flame or strong heat source in private yards, private balconies or in common spaces.

2.5 Nuisance or annoyance - other matters

Consistent with Default Rule 1.9:

(1) An owner, occupier or user must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges.

(2) Smokers are reminded to consider their neighbours when smoking on balconies, including taking butts and ash trays indoors so they do not blow onto nearby balconies and courtyards.

2.6 Noise - other matters

Consistent with Default Rule 1.10:

(1) To avoid causing substantial annoyance to neighbours, owners, occupiers or users should be particularly sensitive about making noise or permitting noise to be made between 10pm and 8am.

(2) Owners, occupiers or users of a unit must not allow building works that make such noise as might be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit:

(a) outside the hours of 8.00am and 4.00pm, Monday to Friday;

(b) 9.00am and 1.00pm on Saturdays;

(c) at any time on Sundays or public holidays; and

(d) particularly disruptive works, such as concrete drilling, ongoing hammering, etc are to be undertaken between 9.00am and 4.00pm Monday to Friday only.

(3) Written notice of any activities covered by this Rule should be given to the Strata Manager at least 48 hours in advance to allow for neighbours to be informed.

2.7 Debt collection

(1) If the Owners Corporation incurs legal and/or other costs in any legal or administrative action against an owner, including action to recover amounts owing pursuant to section 95 of the *Unit Titles (Management) Act 2011* then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the owner shall be liable to pay the Owners Corporation the full amount of the legal fees and/or other costs incurred in the legal or administrative action.

(2) Any monies which are payable pursuant to Rule 2.7(1) shall be a debt enforceable by the Owners Corporation against an owner.

(3) Notwithstanding Rule 2.7(1), the Owners Corporation shall not be entitled to recover any legal fees and/or other costs from an owner unless the Owners Corporation first provides to the owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation.

(4) If the owner fails to pay the legal fees and/or other costs in accordance with Rule 2.7(1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit under section 96 of the *Unit Titles (Management) Act 2011*.

2.8 Execution of documents

(1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

(2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.9 All Strata-related correspondence to be sent by email

(1) For the purpose of giving notice of a general meeting under section 3.6 of Schedule 3 of the *Unit Titles (Management) Act 2011*, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

(2) Meeting minutes, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

3. Living at the Viridian

3.1 The Viridian's appearance

Consistent with Default Rule 1.3

(1) Owners, occupiers or users should report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.

(2) Owners, occupiers or users must not install any custom window coverings, including awnings, bars, security screens or fly screens, which can be seen from the exterior of the building or common property, without considering their appearance from the exterior of the unit. As a guide, the frames of security screens to courtyard and balcony doors should be charcoal in colour and the screens should not have patterned grills.

(3) Items that are not permitted on balconies and in courtyards include: indoor furniture, such as lounges; privacy screens; bamboo fencing; fixed clotheslines; and items that hang from metal framework attached to the structure of the building, such as hammocks.

(4) Draping rugs, mats, blankets or clothing over balcony railings or courtyard walls is also not permitted.

(5) Small, neat, portable clothes racks that are capable of being removed are permitted on balconies and in courtyards as long as they are removed when not in use and not left in place for prolonged periods of time.

(6) Padded curtains are available to protect the lifts during the movement of large items. Please contact the Strata Manager at least two business days in advance to arrange timely installation before the arrival of removalists or trades people.

(7) Owners are responsible for inspecting hallways and lifts prior to trades people leaving each day and for doing any required cleaning and/or vacuuming. While building works are in progress, excessive dust is likely to be created and carried outside the unit, so the door from the unit to common areas must be closed during the works. Trades people are to use protective mats between the door of the unit and the lift or foyer and remove them when they leave for the day. Cleaning directions from the Strata Manager must be carried out promptly.

3.2 Common services - hot water, free to air TV, Foxtel

(1) The hot water plant for the Viridian complex is centralised. It is managed by the Owners Corporation with the cost of operating and maintaining the plant split proportionally between unit owners, based on unit entitlement.

(2) Free to air TV is delivered via antennae and hubs on the common property and secondary hubs, Intra hubs, that are located within units. All in-unit costs are borne by individuals.

(3) Foxtel may be installed at the expense of owners through individual subscriptions. It is available via ports in each apartment, in the Intra hub box, and is delivered to the complex via a central Foxtel satellite receiver. Please note that this is a single cable feed and is therefore unable to deliver an IQ HD signal. Standard Foxtel boxes are compatible.

(4) There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application

demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager.

(5) Power points in the garages are not for individual use (see Rule 2.3.1(2)).

3.3 Access arrangements

(1) As noted in Rule 2.3.2, it is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are familiar with the access arrangements and follow them at all times.

(2) The Viridian's access control and monitoring system includes:

(a) eDevices – called Airkeys, remotes or fobs – to access external entry doors, lifts to specific floors and the basement garages;

(b) keys to access stairwells and individual units (see Rule 3.3(5) if replacing your key); and

(c) security cameras in the garages and driveways.

(3) The loss of an eDevice or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager.

(4) Replacement and additional eDevices may be purchased through the Strata Manager.

(5) The key to an individual unit also opens the fire door from inside the stairwell to the relevant floor, giving residents access to their floor via the stairs or the lift. It is important to take this into account if you decide to replace the key to your unit, i.e. to ensure you are able to access your floor in the event that the lift is unavailable.

(6) No key is required to open the fire door and exit your floor via the stairwell, as this is a fire exit.

(7) An owner or a person authorised by the owner may install:

(a) A locking or other safety device for the protection of the owner's unit against intruders, subject to any external requirements such as fire safety standards, see Rule 3.1(2) on screens for doors and windows;

(b) Any structure or device to prevent harm to children or pets. If it is visible externally to the unit, the owner should contact the Strata Manager to seek the approval of the Executive Committee.

3.4 Wildlife & pests

(1) Owners, occupiers or users should not feed possums, erect bird feeders or otherwise feed birds on balconies, in courtyards or on common property as they have the potential to attract pests.

(2) A regular cycle of spraying around the common property to protect against pests occurs at regular intervals. Notification is sent to all owners in advance.

3.5 Recycling

(1) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area.

(2) Care needs to be taken to avoid contamination of the recycling materials with garbage and other waste. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all owners, occupiers and users, as well as contractors is essential for effective recycling.

(3) Owners, occupiers and users must dispose of animal litter products in an appropriate manner – secured in a bag and placed in the general waste bin, not the recycling bin.

(4) Bulky items that can be recycled must be disposed of at the appropriate recycling station, e.g. removal cartons and packaging materials. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate waste disposal point (more at http://www.regyp.com.au).

Appendix A - Guidelines for Erections & Alterations

General

(1) For the purposes of these guidelines, 'erections and alterations' includes any building works, renovations, improvements, installations, repairs and additions to a unit that:

(a) may impact on the structure of the building, or

(b) may have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(c) are to be permanently attached to the structure of the building, the common property or another unit, or

(d) may affect the external appearance of the unit or the Viridian complex.

(2) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

(3) Minor works such as the painting of walls or minor changes within a unit that have no impact on noise, the structure or appearance of the building or on common property do not require specific approval.

Hard flooring, including wood and tiles

(4) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering, and it is in the interests of the peaceful enjoyment of all residents that carpet continues to be the preferred floor covering for all rooms except kitchens, bathrooms and laundries.

(5) Rule 1.4(10) requires an owner who is considering replacing floor coverings with tiles, floorboards or any other form of hard flooring to seek prior approval of the Executive Committee (EC). The requirements are for the benefit of all residents, to ensure that after installation your neighbours experience minimal difference in sound transmission from the carpet and underlay that was installed as part of the original design and fit out of the Viridian complex.

(6) Sub-rule 1.4(11) sets out the acceptable level of acoustic resilience, AAAC 6 Star. This means that the impact sound pressure level of the installed floor covering shall not exceed 40dB, measured in accordance with AS ISO 140-7 and rated to AS ISO 717-2. Three components are involved in achieving the AAAC 6 Star:

(a) the underlay,

(b) the engineered wooden flooring or other proposed product, and (c) correct installation.

Note: Acoustic resilience varies with building structure, and some flooring that meets a 6 Star standard in some complexes may not perform to the same acoustic level in the Viridian. To assist you and your flooring salespeople to ensure you select a flooring combination, i.e. underlay, flooring and installation method, that will meet the AAAC 6 Star acoustic rating when installed in the Viridian, you should provide them with specific information about the Viridian's structure: The Viridian has a 150mm concrete slab and a suspended ceiling cavity which consists of 10mm plasterboard and no insulation.

(7) Hard flooring must be installed by qualified trades people as per the manufacturer's instructions. This should include a minimum 3mm gap between walls and the finished

surface, on a suitable acoustic underlay. By way of guidance, the following acoustic underlay products have been independently tested and meet the 6 Star standard when combined with appropriate hard flooring, installed correctly:

(a) Acoustica AngelStep;

(b) RegupolBA 17/8mm.

(8) These products are known to the Viridian, however over time products and specifications will change. Owners who wish to propose a different underlay will need to provide evidence with their application that the proposed product and flooring combined will meet the required standard.

(9) Applications for EC approval of the replacement of floor covering with hard flooring are required to provide information showing that the materials to be used will achieve the noise transmission requirements:

(a) Details of the proposed hard floor product, including the product specification sheet showing the weighted standardised impact sound pressure level (LnT,w) which is measured in decibels (dB). The lower the LnT,w value, the better the acoustic performance.

(b) Details of the proposed underlay, including the underlay product specification sheet showing the weighted standardised impact sound pressure level (LnT,w) which is measured in decibels (dB);

(c) The method of laying, fixed or floating, and confirmation that it will be laid by qualified trades people;

(d) In respect to wet areas, such as kitchens, bathrooms and laundries, documentation to demonstrate that water proofing membranes will not be compromised and details of the replacement material and installation method;

(e) written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary.

(10) Upon completion of the works, the owner is required to provide to the Strata Manager:

(a) evidence of the acoustic insulation materials used;

(b) confirmation that they have been installed in accordance with the manufacturer's procedures and meet the acoustic standard;

(c) For tiling in kitchens, bathrooms and laundries, confirmation that the areas have been appropriately waterproofed.

(11) As set out in Rule 2.3 (1), owners are responsible for any costs arising from clean up, damage and garbage disposal required because their trades people and workers failed to comply with the Rules. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

The Approval Process

(12) The EC's decision to approve a proposal from an owner for erections or alterations will be based on the completed Application Form and the supporting documents provided to the Strata Manager.

(13)Works may not commence until the approval is granted. Therefore it is in the interests of owners to provide complete information to support the Application Form. Requirements specific to hard flooring are listed at clause (9) of these Guidelines. Depending on the nature of the works, other information to provide might include:

(a) sketches or plans of the proposed modifications with a clear indication of their location and how the proposed works will affect the appearance of the property, including any part of a proposed structure that will be visible externally;

(b) a sample of colours proposed to be used on structures, accompanied where possible by colour charts or brochures;

(c) plans and specifications for the proposed works prepared by suitably qualified persons, e.g. a structural engineer to address any impacts on the structural integrity of the building;

(d) permits, approvals or consents required for the proposed works under territory laws;

(e) confirmation that appropriately qualified trades people will be used;

(f) confirmation that the proposed works will not affect adversely any fire safety and/or physical safety aspects of the property;

(g) details demonstrating that the proposed works relates to sustainable infrastructure;

(h) a schedule of the timing of the works and any special requirements that may cause disturbance to other residents of the complex during installation with the proposed dates and times.

(14)The owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review the plans, specifications and/or supporting documents if such review is considered necessary.

(15)In signing the Application Form, the owner agrees to indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the works. Owners and contractors must have their own insurance.

(16)Written authorisation for inspection after completion may also be required, eg to inspect acoustic insulation materials, waterproofing, etc.

(17)On receipt of an Application Form for erections or alterations, the EC may approve the request, or, due to the significant impact of the proposal on the property, may decide to put a motion on the agenda for the next General Meeting as to whether the request should be approved. Any such motion will be distributed with all documents submitted by the owner in support of the application.

(18)Such applications will be considered at the next scheduled General Meeting unless the owner agrees in writing to pay for the administrative costs of convening an earlier meeting to consider the request.

(19)Approval of an application, either by the Executive Committee or at a General Meeting, will include the following conditions:

(a) the owner must comply, and ensure their contractors comply, with applicable territory laws and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

(20) If an owner fails to adhere to the conditions, or fails to comply with any other aspect of the Viridian Rules, the Owners Corporation may require changes to be made at the owner's expense.

APPLICATION FORM – Erections and Alterations

I/we, ... , the owners of unit ....., seek the approval of the Executive Committee to the following erections/alterations:

.....

.....

.....

.....

The following documents are provided in support of the application:

.....

.....

.....

.....

We would like the works to commence on .....(date). *Note: The EC's approval is dependent on the provision of all supporting information with this application*. I/we

1. have read and agree to comply with the Owners Corporation Rules – Units Plan 2839 (June 2022) which include these Guidelines for Erections and Alterations, and accept that this application will be assessed on that basis;
2. acknowledge that I/we are bound by the Owners Corporation Rules – Units Plan 2839 under section 107 of the *Unit Titles (Management) Act 2011; and*
3. indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the building erections and/or alterations at the above address.

Signed ..... Date .....

Name .....

Executive Committee Use only

The above application was considered by the Executive Committee on ..... and is:

☐ Approved, subject to the following:

(a) the owner must comply, and ensure their contractors comply, with any applicable territory law and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

☐ Approved, subject to the above & the additional conditions attached.

☐ Referred to a General Meeting of the Owners Corporation.

☐ Not Approved. Reasons are attached, noting the relevant Rule/s.

Signed on behalf of the Executive Committee

Signed ..... Date .....

Name .....

Contact details for the Strata Manager

Grady Strata & Facilities
Unit G7 / 65 Canberra Avenue, Griffith
Phone: 02 6251 1214
Email: ysabella.gills@gradystrata.com.au

ACT Government

Access Canberra.

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SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1740 : 60	Kingston	~~53~~ 47	~~142~~ 7	2839

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
House rules	14th December 2023

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

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

COMMON SEAL OF OWNERS CORPORATION
(Seal may be affixed)

THE OWNERS-UNITS PLAN No. 2839 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

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

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

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

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

Signed By: Cara Grady

<Name of certifying party>

<Capacity of certifying party> strata manager

for: *<Company name>* Grady Strata and Facilities

on behalf of the Registered Proprietor/Managing Agent

WITNESS: Gerard Ellem

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/~~Resolution/Motion~~/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	30/01/2024

VOI verified category 3 LMT - 30/01/2024

UNITS PLAN 2839 – VIRIDIAN
45 WENTWORTH AVE, KINGSTON
2023 ANNUAL GENERAL MEETING MINUTES
Rev02 - Amended 27 December 2023

Held at Rydges Hotel on the 14th of December 2023 at 5:30 pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: 1, 4, 5, 17, 20, 23, 27, 47, 48, 56, 62, 64, 68, 71, 74, 76, 77, 78, 88, 89, 94, 96, 97, 98, 100, 101, 104, 105, 106, 109, 111, 112, 121, 124, 126, 130, 135, 144, 145, 150, 151, 154, 155, 165 and 173

Proxies: Representatives for Lots:

Lot 2 – exercised by Lot 151,

Lot 8 – exercised by Lot 151,

Lot 9 – exercised by Lot 151,

Lot 14 – exercised by Lot 151,

Lot 15 – exercised by Lot 151,

Lot 129 – exercised by Lot 130,

Lot 132 – exercised by Lot 130,

Lot 147 – exercised by Lot 154,

Absentee Voting Forms: 123, 59, 46, 117 and 141

Grady Strata and Facilities were represented by Mr M. Terracini and Mr P. Gills.

The Chair called the meeting to order at 5:45pm.
Chairperson Ms Helen Donaldson welcomed members of the Owners Corporation to the Annual General Meeting and advised all present and online, that the AGM meeting package including all meeting papers, financial documents was circulated to all owners and would be taken as read. As the required number of OC members for a quorum was not present, the Chair advised that non-voting Items, specifically Items 8, 9 and 10 would be brought forward, and other changes to the order would be made to accommodate a presentation by Dowse Projects ahead of the motions on Cladding.

The chair introduced Mr Mark Terracini and Mr Patrick Gills representing Grady Strata and Facilities.

The chair then invited Mr Terracini to provide a review of 2023 for the Viridian Complex and what may lie ahead for 2024.
Mr Terracini addressed the meeting with an overview of the works conducted throughout Viridian in 2023.

A number of significant achievements were noted for 2023 including:

- Closure of the insurance claim and completion of works resulting from the 2019 hailstorm;
- Commissioning an independent review of the Viridian Lifts following advice from the service provider that they needed to be replaced ahead of schedule as described in the present sinking fund;
- Commissioning Wise Consulting to assist the EC to select the preferred candidate as Project Manager for the Combustible Cladding Replacement project;
- Appointing Dowse Projects to manage the Combustible Cladding Replacement project;
- Working with Peak Consulting to prepare a plan to address more strategically the multiple water ingress issues in the Viridian's basements; balconies and courtyards; the roof and gutters;
- Working with the Fire consultants in regard to the sprinkler systems in the basements and completing the implementation of the Interim Fire Safety Measures to reduce the risk impact due to the combustible cladding, thus protecting the complex's buildinginsurance.
- Working with Wise Consulting on a revision of the previously approved Sinking Fund plan to schedule additional works that will increase the pace of repairs to leaks and reflect the need to have funds available for some high-cost items that have moved in priority such as the replacement of lifts and the timing of the replacement of box gutters and parapets to take advantage of the scaffolding and having a Project manager on site.

ITEMS OF BUSINESS

CHAIRPERSON'S REPORT

ITEM 1 – CHAIRPERSON'S REPORT

***Motion 1**: "That the Owners Corporation notes the Chair's Report as presented."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: A Unit Owner foreshadowed their intention to take issue with the Report, specifically the information in paragraph 5 about unapproved flooring, at a subsequent Item in the Agenda. The chair advised that opportunity to speak at Item 15 Viridian Rules Flooring, will be provided later in the meeting. As there was no further discussion, the Report was taken as read and accepted.

BUILDING MAINTENANCE ITEMS

***Secretariat Note:** These items covered by Mr Terracini previously in the meeting.*

ITEM 8 – ONGOING MAINTENANCE ISSUES & CONTRACTS

The meeting discussed ongoing maintenance issues, including leak remediation, elevator condition and parapet/gutter remediation.

ITEM 9 – FIRE SAFETY REVIEW

The meeting discussed ongoing provision of fire maintenance to the buildings and the buildings' compliance with the National Construction Code's (NCC) fire safety requirements. A unit owner raised concern over the potential for the fire insurance to be voided by loosely stored material in the basement car park area given that such storage is in breach of the Rules.

ITEM 10– ONGOING DEFECTS

The Owners Corporation was updated on outstanding or ongoing physical building structural defects.

MINUTES

ITEM 2 – MINUTES

Motion 2: "That the Owners Corporation adopt the General Meeting Minutes of 18 August 2023 as presented."

- ***Motion Carried by Ordinary Resolution***

FINANCIAL STATEMENTS AND REPORTS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2022/2023 FINANCIAL STATEMENTS

Motion 3: "That the Owners Corporation adopt the audit from Hardwickes as presented and note the requirement for audit of the 2023/24 financial statements."

- ***Motion Carried by Ordinary Resolution***

Motion 4: "That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2023 as presented."

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: Two Unit Owners queried the proposal for a new expense of $30,000 for the engagement of person to undertake secretariat support for the EC. EC member, Mr Curry advised that the proposal had been developed in consultation with Grady's who had quantified the amount of funding required, noting the type of skills required for the effective performance of the role. Concern was expressed about the suitably of engaging someone on a part-time basis for the role. Mr Curry noted that secretariat services are ordinarily carried out by the person nominated to the role of Secretary on the EC. However, the increasing demands of the role mean that it is not feasible for these tasks to be undertaken by a volunteer on a part-time basis. Mr Curry advised that the proposal provides a mechanism to increase an EC's capacity and responsiveness.

A member noted that the financial statements did not include a previous year column or a budget column. Grady Strata advised this had been caused by a technical problem and that the intention had been to provide such information. Grady Strata stated that this will be rectified in future financial statements.

PROPOSED ANNUAL BUDGETS 2023/2024

ITEM 4 – ADMINISTRATIVE FUND BUDGET

***Motion 5**: "That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 March 2024, 1 June 2024, 1 September 2024."*

- ***Motion Rescinded by Proposer***

Secretariat Note: A Unit Owner present queried why the dates for the payment of strata levies had changed from January, April, July and October to January, March, June and September. After representative from Grady Strata advised that this was an unintended error replacement motions 5 and 6 were put to the meeting with amended dates for the payment of strata levies.

The meeting noted that levies would be raised on 1 April, 1 July and 1 October as has been the case with previous years.

***AMENDED Motion 5**: "That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 April 2024, 1 July 2024, 1 October 2024."*

- ***Motion Carried by Ordinary Resolution***

ITEM 5 – SINKING FUND BUDGET

***Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 March 2023, 1 June 2023, 1 September 2023."*

- ***Motion Rescinded by Proposer***

***Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 April 2023, 1 July 2023, 1 October 2023."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: The Chair noted advice given at the General Meeting on 18 August 2023, that the Maintenance and Sinking Fund Plan of 2023 was being updated to reflect major works that needed to be: brought forward (the replacement of all five lifts); scheduled with the combustible cladding removal (replacement of the box gutters and parapet repairs, both contributing to leaks); increased in pace (balcony repairs & replacement of tiles in walkways, both contributing to leaks); etc. As foreshadowed in the Treasurer's Report, a General Meeting early in 2024 will be scheduled for the OC to consider and agree on the next version which will include revised Sinking Fund levies for 2024. The EC worked on the update that was received in late October and has forwarded amendments to Wise Solutions in efforts to contain the expected costs, including by postponing some works.

Following a query from a unit owner, the Acting Treasurer advised that the proposed expenditure for 2024 aligns with the 2024 Administrative Fund and approved Sinking Fund Plan. Wise Consulting

has been requested to include works not anticipated when the original plan was developed. It is intended that a new Plan would be presented to owners for consideration at a future General Meeting.

The former Treasurer advised the meeting of the potential need to raise additional special levies in order to mitigate the risk of over-expenditure from the sinking fund.

The former Treasurer further noted that the Sinking Fund Plan is a plan for the accrual of monies to maintain and replace items in future years and the Owner's Corporation should not use the monies held or identified in the Sinking Fund for items that should be in the Administrative Fund. Lift replacement is a good example. There is a line item for each of the lifts in the Sinking Fund and when the lifts are due to be replaced, the monies allocated in the Sinking Fund should be used.

A Unit Owner expressed frustration at substantial delays in progressing repairs to his unit arising from significant water ingress. A representative from Grady's apologised for the delay noting that recent works which were due to commence in September this year and been deferred until February 2024 due to the inability of the contractor engaged to undertake the work to meet the previously agreed timeframe. An owner asked if Grady's had sought recourse via a liquidated damages claim for failure to meet contract milestones. Grady advised that this had not been sought.

The meeting noted the potential need to raise additional special levies in order to mitigate the risk of over-expenditure from the sinking fund.

INSURANCE

ITEM 11- INSURANCE

***Motion 10**: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

- ***Motion Carried by Ordinary Resolution***

ITEM 12 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting discussed ongoing and outstanding insurance claims at Viridian.

CLADDING PROJECT

As an introduction to this item, the Chair welcomed the representative from Dowse Projects, Mr Tim Pryor and invited him to provide an update on the cladding project following the recent Town Hall meeting held on 11 December 2023.

Owners present were advised that:

- Dowse had met with the Viridian Executive (EC) on several occasions to discuss the scope of work and potential opportunities to undertake other remediation works such as the replacement of the parapets and box gutters, concurrently;
- A Request for Tender (RFT) document to identify and select a builder to perform the work is being finalised and will be discussed with the EC prior to release;
- Post the RFT process, Dowse Projects will make a recommendation of a preferred tenderer to the EC taking into account value for money and the capability and capacity of the builder to successfully undertake the work in the preferred timeframe;

- A number of cladding replacement projects have been undertaken by Dowse Projects including The Manhattan Building in the city and Element, in Kingston;
- The cladding work will be sequenced so that only one block of the complex is worked on at a time. This will help to reduce the length of time individual residents are inconvenienced by scaffolding and noisy works. Film can be installed on balcony windows to protect privacy while works are underway;
- It is not anticipated that the builder will need access to individual apartments to undertake work although, if required, this will be negotiated with the unit owner;
- Subject to the availability of the preferred tenderer, it is anticipated that work could commence around April/May 2024 , but it may be as early as February 2004, and once commenced should take approximately 12 months to complete;
- A Project Office will be set up on site and Dowse staff will be in regular, almost daily contact with the EC during the project. Unit Owners will be advised 2 weeks in advance of the commencement of any works which directly impact them;
- Dowse staff will seek advice on preferred communication channels for disseminating information about the project, for the period of the project.

ITEM 6 - LOAN

Motion 7: *"That The Owners – Units Plan 2839 resolves by Special Resolution:*

1. *That the Owners Corporation enter into and execute a loan contract with Lannock Finance Ltd (Lannock) and the ACT Government to fund the Owners Corporations obligations to finance the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and*
   - *That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and*
   - *That the Owners Corporation acknowledges the following things:*
     1. *Loan term of 10 years;*
     2. *The maximum amount of credit available under the loan contract is $5,800,000; and*
     3. *members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."*

- Motion Carried by Special Resolution
For: 57 | Against: 1 | Abstain: 0

Secretariat Note: As a follow-on from the cladding project information session held on 11 December 2023 and to comply with an undertaking at that session to provide some cost loan repayment calculations should the Owners Corporation take up the ACT government's offer of a concessional loan, a representative of Grady Strata and Facilities distributed a limited number of copies of indicative cost impacts per unit based on a loan amount of $4.1M and $5.8M. No discussion of these calculations occurred during the meeting. It must be noted that it is not possible to accurately assess interest at this stage, due to interest payments commencing when monies are drawn down, but capital repayments not commencing until the certificate of occupancy of has been issued.

Two Unit Owners spoke in support of the Motion, noting that the proposal represented the most cost-effective means of acquiring the necessary funds to the project. One Unit Owner commented

that repaying the loan over a ten-year period through an increased strata levy was preferrable to paying the full contribution upfront.

Secretariat Note: As Motion 7 was carried by Special Resolution, draft Motions 8 and 9 were not put to the meeting as they were redundant.

OR

ITEM 7 – CLADDING REPLACEMENT LEVY & SPECIAL PURPOSE FUND

Motion 8: *"That the Owners – Units Plan 2839 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a contribution of $5,800,000(inc. GST) to the General Fund. This contribution is to be contributed by owners in accordance with their unit entitlements with the total levy payable to be paid via 3 instalments due on the following schedule:*

1) ***50% due 14 February 2024;***
2) ***25% due 15 April 2024; and***
3) ***25% due 15 May 2024."***

- Motion Not Put

Motion 9: *"That the Owners – Units Plan 2839 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to set aside all $5,800,000 (inc. GST) of levy contributions raised in accordance with Motion 8 of the 14 December 2023 Annual General Meeting to the Cladding Replacement Special Purpose Fund. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution that these funds are to be expended for the purposes replacing identified flammable cladding affixed to the 'Common Property' and/or 'Defined Parts' of Units Plan 2839, including potential ancillary costs."*

- ***Motion Not Put***

OWNERS CORPORATION RULES AMENDMENTS

ITEM 15 – VIRIDIAN RULES - FLOORING

As an introduction to this item, the Chair invited Mr Rumble, a representative of the EC to address the meeting to read out the explanatory notes and the amended wording for Motion 12, as set out below in relation to Rule 1.4.

The chair advised the amendments to the motion were at the request of an Owner prior to the AGM and on receipt of legal advice.

Motion 12: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented.*

Rule 1.4 Erections and alterations
Floor covering

Existing sub-rules (9) to (13) to be replaced with:

" (9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an

extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit as set out in 1.4(11) (also see Rule 1.10).
(10) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering (except kitchens, bathrooms toilets and laundries), and it is in the interests of the peaceful enjoyment of all residents that replacement floor coverings are of a similar acoustic standard. Acoustic testing in the Viridian in 2022 demonstrated that original carpet and underlay achieved 22dB. The impact isolation of floors between tenancies required for all flooring in the Viridian is an LnTw of ≤ 40dB, measured in accordance with AS/NZS ISO 140-7: 2006 Acoustics – Measurement of sound insulation in buildings and of building elements. Part 7: Field measurement of impact sound insulation of floors and rated in accordance with AS ISO 717.2: 2004 Acoustics – Rating of sound insulation in buildings and of building elements, Part 1 Impact sound insulation.
(11) Owners who are considering replacing floor coverings are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission, prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the Owner's unit, e.g. the combined hardwood/vinyl, any additional buildup of the concrete slab, and acoustic underlay, wall and/or ceiling insulation, will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area.

(12) The test report must be from a current member of the Association of Australasian Acoustical Consultants or the Australian Acoustical Society and must include photographs of the test setup and all recorded data. The owner seeking the flooring replacement is responsible for the cost of the acoustic test and report.

(13) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and responding to future noise complaints. This responsibility transfers to future owners of the unit. The Viridian's Building Insurance policy has an exclusion for hard flooring, therefore owners should hold their own insurance policies for such flooring.
(14) The Strata Manager will contact neighbours to seek access to neighbouring units for acoustic testing. The provisions of Rule 1.12 can apply to arranging such access.
(15) Hard flooring systems that were approved at the time this Rule takes effect remain approved under the Rules that applied at the time of their installation. However, permission for their installation does not extend to any subsequent alterations or replacement, ie: a new permission will be required under these Rules for any replacement of existing flooring.
(16) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.
(17) In accordance with Rule 2.6(3), all owners should confirm the installation date with the Strata Manager at least 48 hours prior to the installation of any new floors, carpet or hardflooring."

- ***Motion Carried by Special Resolution***
For: 36 | Against: 9 | Abstain: 6

Secretariat note: Prior to the vote, the owner of Unit 151 spoke at length about a personal flooring related matter. On several occasions, the Unit Owner was requested to speak to the Motion or relinquish the floor. Despite these requests, the Owner of Unit 151 continued and made several statements challenging the integrity and honesty of current and former members of the EC in respect of the decision not to approve his application to install hard flooring in 2021. The Owner asserted that the EC had lied and spread misinformation about the matter. U151 made several

unsubstantiated claims including that he had submitted a compliant application in response to Orders made by ACAT following the dismissal of a request for a review of the original ACAT decision. The Unit Owner read an excerpt from a draft report by Michael Phillips, an acoustic consultant, who had conducted a test in U89, stating that the acoustic requirement of LnTw ≤ 40dB for a hard floor in the Viridian could not be met.

The following information was provided by the Chair and Mr Rumble, to refute the claims and correct the record:

- The initial application to install a hard floor in Unit 151 in February 2021 was not approved because the application did not include any technical specifications that the EC could assess
- A second application lodged in early March 2021 was not approved because it did not include any relevant technical specifications which could be assessed
- On 30 March 2021 when the hard floor was installed, the Unit Owner was fully aware that there was no approval to proceed and when spoken to, by the then EC chair, the Unit Owner advised that *'as the approval process was not progressing within our moving schedule, we decided to do the install and deal with any consequences later'*
- The decisions made by the EC and the actions taken in relation to the dispute were examined in two separate ACAT processes which found in favour of the Viridian Owners Corporation
- The EC was advised by the manufacturer of the underlay product which was available previously, and approved for a installation in the complex, that the technical specifications for the product had changed in 2019, although the product name did not. As a consequence, the underlay product referenced in U151's application in 2022 was not technically equivalent to a product of the same name referenced in an application prior to 2020. The variation in performance was obvious when the technical specifications for the product from different years were compared with each other. U151 was advised of this discrepancy at the time his application was not approved.
- The owner of U151 said he has made three offers of compensation in relation to costs incurred by the OC. The EC did make a counter-offer to the first offer, accepting the reduction in costs if the non-compliant floor were to be replaced with a compliant floor, preferably carpet. The owner of Unit 151 did not accept this and in late November offered the same amount; a reduction in monies owed to the OC which ACAT orders allow the OC to recover. The third offer was received on the eve of the AGM and is under consideration.
- Despite the ACAT rulings, the owner of Unit 151 has not included a remedy for the non-approved hard floor in any offers and that unit's flooring remains non-complaint and unapproved, to the detriment of the unit owners who live below and around Unit 151.
- The version of the report from Michael Phillips Acoustics that U151 referred to, which was not commissioned by the EC, was a draft report for flooring in relation to Unit 89 only. In July 2023, Michael Phillips acknowledged by email that that report was only a draft report and apologised to the EC as it had been sent in error. A copy of this email was distributed in August 2023 with the General meeting minutes of 18 August 2023. It was also included with the minutes attached to that AGM package. It is incorrect to continue to quote from this draft report or to assert that the conclusions of the draft report are correct.

Other comments from the floor by some Unit Owners in response to Unit 151's claims and the proposed Motion included that:

- The Viridian should be looking forward and keeping the building modern. Hard flooring is a popular flooring choice and when installed can increase the value of the property. The current hard flooring rule could be considered out-dated and restrictive, and perhaps AAAC 4 star should be considered;
- One member advised they did not like timber and that vinyl flooring should be able to be installed, and, if AAAC 4 star was permitted it would be. Additionally, vinyl flooring is preferable as the low profile means that door heights and architraves do not need to be adjusted;
- Other members stated that AAAC 4 star is not appropriate and should not be supported in a complex like the Viridian as it will result in substantial noise intrusion between apartments and neighbours;
- The requirement for AAAC 6 star is supported and for some Unit Owners is the principle reason why they selected the Viridian complex over other unit complexes with a lower acoustic standard. For this reason, the proposed Motion is supported;
- One member stated, the EC has been constructive and helpful regarding the resolution of his non-approved hard floor, which unknown to him had been installed by a previous owner without approval. If Unit Owners are found to be in breach of the Rules they should take appropriate action to correct the breach themselves;
- Changes to flooring are a personal choice, and in exercising that choice Unit Owners must comply with the Rules which operate to preserve the peaceful amenity of all Unit Owners.

The chairperson advised a further matter related to flooring has arisen since an ACAT hearing held on 30 November 2023 involving the Viridian EC and owners Craven and Gilks.

The chair introduced Mr Bhanuka Seneviratna, representative of Trinity Law.
Mr Seneviratna read excerpts of a letter dated 13 December 2023
+ from Trinity Law to the Viridian executive committee, which outlined recent ACAT rulings, the responsibility of the EC to enforce the rules, and the appeal tribunal orders.

Mr Seneviratna summarised the legal advice noting that:

- An ACAT proceeding (UT 40/2021) found a breach of Rule 6.5 of the Viridian Rules (2017) by Mr Robert Craven and Ms Katherine Gilks, with ACAT ordering the remediation of the unapproved floor and the recovery of 'reasonable costs.'
- A subsequent Appeal of that decision by Mr Craven and Ms Gilks, was dismissed by ACAT which re-made orders for the remediation of the floor and the payment of reasonable expenses to the Owners Corporation and additional expenses which had been incurred defending the Appeal
- The re-made orders have been found by the ACT Magistrates Court to be insufficient to prosecute, a step required in view of Mr Craven and Ms Gilks ongoing non-compliance with the orders
- A recent, further application made to ACAT on behalf of the Owners Corporation to include a general order on the liability of Mr Craven and Ms Gilks for costs that could be enforced in the Magistrates Court. The application failed, highlighting the jurisdictional constraints that ACAT operates within.
- Not taking action against Mr Craven and Ms Gilks is problematic, principally because the Owners Corporation would be in breach of its obligations to enforce the Rules and would therefore expose itself to action from other owners such as the neighbours of Mr Craven

and Ms Gilks, who have been negatively impacted by the installation of the unapproved floor. A recent ACT Supreme Court decision is noted in the letter which points to further exposure of the Owners Corporation if nothing is done to remedy the breach.

- The letter points to a possible remedy, making an Application to the Supreme Court for the removal and replacement of the unapproved hard floor and the settlement of reasonable costs. This is the reason the EC decided that the Owners Corporation should be aware of the letter.

The Chair thanked Mr Seneviratna and advised that a copy of the correspondence would be provided to all Unit Owners following the meeting.

ITEM 16 – VIRIDIAN RULES - Charging Electric Vehicles and transport options (replacing Rules 3.2(4)
Motion 13: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rule as presented, and related changes to be reflected in Appendix A and to seek legal advice with a view to ensuring that the framework for charging of electric transport options complies with regulatory requirements".*

Rule 1.4 Erections and alterations
Charging of electric transport options at the Viridian

There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager detailing:

a. The type of transport option being charged ie EV scooter, EV bike, EV mobility device, EV car type - Hybrid/plugin hybrid/full EV.
b. The choice of charging option:
i. 11kw charger
ii. 240 V, 10 amp power point
c. A quote from a suitably qualified contractor detailing the feasibility of installing the desired charging option.
d. The actual parking spot being impacted.
2. If the application received by Grady Strata is not complete with the required 4 items, then the application will be returned to the applicant marked incomplete - not approved.
3. If the applicant has a detailed charging history or documentation that impacts the estimated weekly hours of charging from the Cost Recovery table in Appendix A, then this should be submitted to the Strata Manager and a request for cost recovery calculation adjustment be submitted.
4. The charging of all electric transport options is to take place in the basement garage as instructed by ACT Fire Services.

- Motion Carried by Special Resolution
For: 29 | Against: 6 | Abstain: 2

Secretariat note: Prior to the vote and following an invitation for comment on this item, Mr Curry noted that the proposal would apply to all Unit Owners, not just those with electric cars. The

intention is for the charging of all EV units such as scooters, bikes and mobility aids to be prohibited on residential floors and in common areas other than the basement.

A Unit Owner queried whether there would be a limited number of car spaces approved for electric charging under the proposal. Mr Curry noted that under the current electric infrastructure, there would be a finite number of spaces that could be approved initially, although it is likely in the future that additional spaces could be configured as advances in technology were realised.

A Unit Owner queried whether high speed charging was proposed. Mr Curry advised that the current infrastructure can only support 10 amp or 11kW charging but not fast/high speed charging.

EXECUTIVE COMMITTEE

ITEM 13 – EXECUTIVE COMMITTEE ELECTION
There being no other nominations, the meeting elected Mr Steve Rumble, Mr Rob Craven and Mr John Thorpe to form the executive committee.

NUMBER OF POSITIONS ON THE EXECUTIVE COMMITTEE
Motion 11: *"That the Owners Corporation agree to create seven Executive Committee Positions until the next Annual General Meeting".*

- ***Motion Carried By Ordinary Resolution***

Secretariat note:
No nominations were received from the floor despite encouragement.

Reflecting on the discussion at Item 15, Viridian Rules – Flooring and Item 17, General Business specifically the advice from Trinity Law, a Unit Owner sought advice regarding how conflicts of interest could practically be managed if Mr Craven was appointed to the EC. The Chair advised that Mr Craven's appointment would be administratively challenging, particularly if the Committee only comprised three members as additional work would need to be taken on by the other two members.

The Chair noted that the legislation required the appointment of a minimum of three members and a maximum of seven. Mr Craven stated that he would use his best endeavours to assist the Committee and if another nomination came forward, he would step aside.

ITEM 14 – DELEGATIONS
The meeting discussed the adequacy of authorisations, delegations, and appointments in force.

GENERAL BUSINESS

ITEM 17 – GENERAL BUSINESS
Any other business as provided to Grady Strata and Facilities at least 5 working days in advance of the meeting.

Motion 14: *"That the Owners Corporation authorise the Executive Committee in accordance with Schedule 2, Section 2.5 & 2.6 to approve the action urgently undertaken to date, and the action to be taken, and to expend funds up to a limit of $30,000 to defend proceedings initiated by the owner of*

Unit 165, including any ACT Civil and Administrative Tribunal (ACAT) proceedings, or associated legal work."

- ***Motion Carried by Ordinary Resolution***

Secretariat note: The Chair noted that the Owner's Corporation has incurred legal expenses defending an action brought by a Unit Owner, who had secured legal representations for a matter in ACAT. At the time, the EC requested Trinity Law prepare the defence which was estimated to cost less than $10,000 which is the EC delegation under UTMA. After three ACAT preliminary hearings, when the case was to be heard, the unit owner had relinquished their legal representation and ACAT asked Trinity Law to undertake a scope of work, which incurred additional legal expenses. The Unit Owner subsequently withdrew the action, but the costs had already been incurred. Enquiries have been made with our Insurer in respect of potential recovery of these costs. Should that request not be supported by the Insurer, options for recovery of these expenses from the Unit Owner may require the EC to seek further legal advice.

CONTINGENCY FUND

Motion 15: *"That The Owners – Units Plan 2839 resolves by Special Resolution:*

1. *That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (Lannock) to fund the Owners Corporation's obligations to finance part of the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and*
2. *That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and*
3. *That the Owners Corporation acknowledges the following things:*
   a) *Loan term of 5 years;*
   b) *The maximum amount of credit available under the loan contract is $580,000; and*
   c) *members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."*

- ***Motion Carried Unanimously by Special Resolution***

Secretariat note: The Chair advised that Motion 15 was prepared in response to the positive views expressed at the Town Hall meeting held on 11 December 2023 about the preferred source of funding for the cladding project. The purpose of this Motion is to facilitate a contingency fund as the loan application process requires an Owners Corporation to hold in reserve as a condition of the Concessional Loan, 10% of the proposed borrowing amount.

PRELIMINARY AND ADMINISTRATIVE LOAN APPLICATION

Motion 16: *That the Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. *That the owners corporation enter into a Participant Deed with the ACT Government ; prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.*
2. *That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings*

Cladding Scheme, together with associated costs.

3. *That the Owner Corporation's seal be affixed to the loan contract in the presence of any of the following:*
   a) *At least two executive committee members, one of whom must be the chairperson or secretary; or*
   b) *The Manager and one member of the executive committee; or*
   c) *The Manager alone.*
4. *That the Owners Corporation acknowledges the following things:*
   (a) *A copy of the proposed loan contract, the terms and conditions and a prescribed notice, will be forwarded to owners after the meeting;*
   (b) *The maximum amount of credit available under the loan contract is $110,000.00;*
   (c) *Members of the Owner's Corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and*
   (d) *A drawdown instruction may be signed by any of the following:*
      i. *Any two members of the executive Committee; or*
      ii. *The Manager and one member of the Committee; or*
      iii. *The Manager alone.*

- ***Motion Carried Unanimously by Special Resolution***

Secretariat note: The Chair advised that Motion 16 was prepared in response to the positive views expressed at the Town Hall meeting held on 11 December 2023 regarding the proposal to opt into the ACT Government Cladding Loan Scheme as the preferred source of funding for the cladding project. The purpose of the Motion is to enable an application to Lannock Financing up to the value of $110, 000 to cover costs associated with investigations and tender processes for the cladding remediation ($100,000) and loan administration ($10,000).

EXTERNAL SCREENS

A Unit Owner queried whether the external screens on windows facing Printers Way could be removed in association with the cladding removal project. It was noted that the screens are common property. Another owner did not support their removal, suggesting the problem of failed mechanisms for opening them should be addressed. No decision was made.

UTILITY OF ZOOM MEETINGS

The Chair sought feedback on the suitability and cost-effectiveness of using Zoom as an additional mechanism for hosting the AGM. Unit Owners were advised that $3500 had been expended on the venue and the requisite IT resources for the AGM. This compared to $500 for the room only at Eastlakes which does not have Zoom capability. A Unit Owner queried whether other venues may be less expensive. Another Unit Owner advised that he was aware that venues with similar capability in the city cost between $4500 - $5000. The Chair agreed that prior notice of any proposal to cease offering Zoom should be notified in advance, possibly for the next General Meeting. Others present suggested the EC should investigate the utility and cost-effectiveness of conducting meetings by Zoom, however the Chair questioned whether this was appropriate for an EC of three members facing the workload just considered by this AGM and invited a volunteer to step forward to assist them.

VOTE OF THANKS

There was motion from the floor to express thanks to the outgoing EC who had presided over a very difficult time.

So thank you to the outgoing committee and best wishes for the incoming committee.

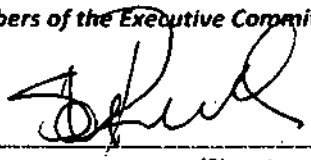
Motion Carried Unanimously by Ordinary Resolution

Secretariat note:

The Chair thanked the 2023 EC and all at Grady Strata & Facilities for their assistance during their challenging first year at The Viridian

Meeting closed at 8:37pm

Signed by members of the Executive Committee

Steve Rumble		*27 December 2023*
(Name)	*(Signature)*	*(Date)*
John Thorpe		*27 December 2023*
(Name)	*(Signature)*	*(Date)*

SR$3303370 13/03/2024 11:52:00 Bui H

ACT Government

Access Canberra.

Chief Minister, Treasury and Economic Development

3303370

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1740 : 60	KINGSTON	~~53~~ 47	~~142~~ 7	2839

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
House rules	14 December 2023

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

- [X] Sealed copy of Minutes of Meeting
- [ ] Sealed copy of Resolution/Motion
- [ ] Sealed copy of Alternate Rules
- [ ] Other (specify) -

COMMON SEAL OF OWNERS CORPORATION
(Seal may be affixed)

THE OWNERS-UNITS PLAN No: 2839 Common Seal

CERTIFICATION **Delete the Inapplicable*

Applicant

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

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

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

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

Signed By: Cara LEA Grady

<Name of certifying party>

<Capacity of certifying party> strata manager

for: *<Company name>* Grady Strata and Facilities

on behalf of the Registered Proprietor/Managing Agent

Witness: Gerard Ellem

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	PE	Registration Date	22/03/2024

VOI Category 3 - Filed

UNITS PLAN 2839 – VIRIDIAN
45 WENTWORTH AVE, KINGSTON
2023 ANNUAL GENERAL MEETING MINUTES
Rev02 - Amended 27 December 2023

Held at Rydges Hotel on the 14th of December 2023 at 5:30 pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: 1, 4, 5, 17, 20, 23, 27, 47, 48, 56, 62, 64, 68, 71, 74, 76, 77, 78, 88, 89, 94, 96, 97, 98, 100, 101, 104, 105, 106, 109, 111, 112, 121, 124, 126, 130, 135, 144, 145, 150, 151, 154, 155, 165 and 173

Proxies: Representatives for Lots:

Lot 2 – exercised by Lot 151,

Lot 8 – exercised by Lot 151,

Lot 9 – exercised by Lot 151,

Lot 14 – exercised by Lot 151,

Lot 15 – exercised by Lot 151,

Lot 129 – exercised by Lot 130,

Lot 132 – exercised by Lot 130,

Lot 147 – exercised by Lot 154,

Absentee Voting Forms: 123, 59, 46, 117 and 141

Grady Strata and Facilities were represented by Mr M. Terracini and Mr P. Gills.

The Chair called the meeting to order at 5:45pm.
Chairperson Ms Helen Donaldson welcomed members of the Owners Corporation to the Annual General Meeting and advised all present and online, that the AGM meeting package including all meeting papers, financial documents was circulated to all owners and would be taken as read. As the required number of OC members for a quorum was not present, the Chair advised that non-voting Items, specifically Items 8, 9 and 10 would be brought forward, and other changes to the order would be made to accommodate a presentation by Dowse Projects ahead of the motions on Cladding.

The chair introduced Mr Mark Terracini and Mr Patrick Gills representing Grady Strata and Facilities.

The chair then invited Mr Terracini to provide a review of 2023 for the Viridian Complex and what may lie ahead for 2024.
Mr Terracini addressed the meeting with an overview of the works conducted throughout Viridian in 2023.

A number of significant achievements were noted for 2023 including:

- Closure of the insurance claim and completion of works resulting from the 2019 hailstorm;
- Commissioning an independent review of the Viridian Lifts following advice from the service provider that they needed to be replaced ahead of schedule as described in the present sinking fund;
- Commissioning Wise Consulting to assist the EC to select the preferred candidate as Project Manager for the Combustible Cladding Replacement project;
- Appointing Dowse Projects to manage the Combustible Cladding Replacement project;
- Working with Peak Consulting to prepare a plan to address more strategically the multiple water ingress issues in the Viridian's basements; balconies and courtyards; the roof and gutters;
- Working with the Fire consultants in regard to the sprinkler systems in the basements and completing the implementation of the Interim Fire Safety Measures to reduce the risk impact due to the combustible cladding, thus protecting the complex's buildinginsurance.
- Working with Wise Consulting on a revision of the previously approved Sinking Fund plan to schedule additional works that will increase the pace of repairs to leaks and reflect the need to have funds available for some high-cost items that have moved in priority such as the replacement of lifts and the timing of the replacement of box gutters and parapets to take advantage of the scaffolding and having a Project manager on site.

ITEMS OF BUSINESS

CHAIRPERSON'S REPORT

ITEM 1 – CHAIRPERSON'S REPORT

Motion 1: *"That the Owners Corporation notes the Chair's Report as presented."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: A Unit Owner foreshadowed their intention to take issue with the Report, specifically the information in paragraph 5 about unapproved flooring, at a subsequent Item in the Agenda. The chair advised that opportunity to speak at Item 15 Viridian Rules Flooring, will be provided later in the meeting. As there was no further discussion, the Report was taken as read and accepted.

BUILDING MAINTENANCE ITEMS

Secretariat Note: *These items covered by Mr Terracini previously in the meeting.*

ITEM 8 – ONGOING MAINTENANCE ISSUES & CONTRACTS

The meeting discussed ongoing maintenance issues, including leak remediation, elevator condition and parapet/gutter remediation.

ITEM 9 – FIRE SAFETY REVIEW

The meeting discussed ongoing provision of fire maintenance to the buildings and the buildings' compliance with the National Construction Code's (NCC) fire safety requirements. A unit owner raised concern over the potential for the fire insurance to be voided by loosely stored material in the basement car park area given that such storage is in breach of the Rules.

ITEM 10– ONGOING DEFECTS

The Owners Corporation was updated on outstanding or ongoing physical building structural defects.

MINUTES

ITEM 2 – MINUTES

Motion 2: *"That the Owners Corporation adopt the General Meeting Minutes of 18 August 2023 as presented."*

- ***Motion Carried by Ordinary Resolution***

FINANCIAL STATEMENTS AND REPORTS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2022/2023 FINANCIAL STATEMENTS

Motion 3: *"That the Owners Corporation adopt the audit from Hardwickes as presented and note the requirement for audit of the 2023/24 financial statements."*

- ***Motion Carried by Ordinary Resolution***

Motion 4: *"That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2023 as presented."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: Two Unit Owners queried the proposal for a new expense of $30,000 for the engagement of person to undertake secretariat support for the EC. EC member, Mr Curry advised that the proposal had been developed in consultation with Grady's who had quantified the amount of funding required, noting the type of skills required for the effective performance of the role. Concern was expressed about the suitably of engaging someone on a part-time basis for the role. Mr Curry noted that secretariat services are ordinarily carried out by the person nominated to the role of Secretary on the EC. However, the increasing demands of the role mean that it is not feasible for these tasks to be undertaken by a volunteer on a part-time basis. Mr Curry advised that the proposal provides a mechanism to increase an EC's capacity and responsiveness.

A member noted that the financial statements did not include a previous year column or a budget column. Grady Strata advised this had been caused by a technical problem and that the intention had been to provide such information. Grady Strata stated that this will be rectified in future financial statements.

PROPOSED ANNUAL BUDGETS 2023/2024

ITEM 4 – ADMINISTRATIVE FUND BUDGET

Motion 5: *"That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 March 2024, 1 June 2024, 1 September 2024."*

- ***Motion Rescinded by Proposer***

Secretariat Note: A Unit Owner present queried why the dates for the payment of strata levies had changed from January, April, July and October to January, March, June and September. After representative from Grady Strata advised that this was an unintended error replacement motions 5 and 6 were put to the meeting with amended dates for the payment of strata levies.

The meeting noted that levies would be raised on 1 April, 1 July and 1 October as has been the case with previous years.

AMENDED Motion 5: *"That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 April 2024, 1 July 2024, 1 October 2024."*

- ***Motion Carried by Ordinary Resolution***

ITEM 5 – SINKING FUND BUDGET

Motion 6: *"That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 March 2023, 1 June 2023, 1 September 2023."*

- Motion Rescinded by Proposer

Motion 6: *"That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 April 2023, 1 July 2023, 1 October 2023."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: The Chair noted advice given at the General Meeting on 18 August 2023, that the Maintenance and Sinking Fund Plan of 2023 was being updated to reflect major works that needed to be: brought forward (the replacement of all five lifts); scheduled with the combustible cladding removal (replacement of the box gutters and parapet repairs, both contributing to leaks); increased in pace (balcony repairs & replacement of tiles in walkways, both contributing to leaks); etc. As foreshadowed in the Treasurer's Report, a General Meeting early in 2024 will be scheduled for the OC to consider and agree on the next version which will include revised Sinking Fund levies for 2024. The EC worked on the update that was received in late October and has forwarded amendments to Wise Solutions in efforts to contain the expected costs, including by postponing some works.

Following a query from a unit owner, the Acting Treasurer advised that the proposed expenditure for 2024 aligns with the 2024 Administrative Fund and approved Sinking Fund Plan. Wise Consulting

has been requested to include works not anticipated when the original plan was developed. It is intended that a new Plan would be presented to owners for consideration at a future General Meeting.

The former Treasurer advised the meeting of the potential need to raise additional special levies in order to mitigate the risk of over-expenditure from the sinking fund.

The former Treasurer further noted that the Sinking Fund Plan is a plan for the accrual of monies to maintain and replace items in future years and the Owner's Corporation should not use the monies held or identified in the Sinking Fund for items that should be in the Administrative Fund. Lift replacement is a good example. There is a line item for each of the lifts in the Sinking Fund and when the lifts are due to be replaced, the monies allocated in the Sinking Fund should be used.

A Unit Owner expressed frustration at substantial delays in progressing repairs to his unit arising from significant water ingress. A representative from Grady's apologised for the delay noting that recent works which were due to commence in September this year and been deferred until February 2024 due to the inability of the contractor engaged to undertake the work to meet the previously agreed timeframe. An owner asked if Grady's had sought recourse via a liquidated damages claim for failure to meet contract milestones. Grady advised that this had not been sought.

The meeting noted the potential need to raise additional special levies in order to mitigate the risk of over-expenditure from the sinking fund.

INSURANCE

ITEM 11- INSURANCE

***Motion 10**: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

- ***Motion Carried by Ordinary Resolution***

ITEM 12 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting discussed ongoing and outstanding insurance claims at Viridian.

CLADDING PROJECT

As an introduction to this item, the Chair welcomed the representative from Dowse Projects, Mr Tim Pryor and invited him to provide an update on the cladding project following the recent Town Hall meeting held on 11 December 2023.

Owners present were advised that:

- Dowse had met with the Viridian Executive (EC) on several occasions to discuss the scope of work and potential opportunities to undertake other remediation works such as the replacement of the parapets and box gutters, concurrently;
- A Request for Tender (RFT) document to identify and select a builder to perform the work is being finalised and will be discussed with the EC prior to release;
- Post the RFT process, Dowse Projects will make a recommendation of a preferred tenderer to the EC taking into account value for money and the capability and capacity of the builder to successfully undertake the work in the preferred timeframe;

- A number of cladding replacement projects have been undertaken by Dowse Projects including The Manhattan Building in the city and Element, in Kingston;
- The cladding work will be sequenced so that only one block of the complex is worked on at a time. This will help to reduce the length of time individual residents are inconvenienced by scaffolding and noisy works. Film can be installed on balcony windows to protect privacy while works are underway;
- It is not anticipated that the builder will need access to individual apartments to undertake work although, if required, this will be negotiated with the unit owner;
- Subject to the availability of the preferred tenderer, it is anticipated that work could commence around April/May 2024 , but it may be as early as February 2004, and once commenced should take approximately 12 months to complete;
- A Project Office will be set up on site and Dowse staff will be in regular, almost daily contact with the EC during the project. Unit Owners will be advised 2 weeks in advance of the commencement of any works which directly impact them;
- Dowse staff will seek advice on preferred communication channels for disseminating information about the project, for the period of the project.

ITEM 6 - LOAN

Motion 7: *"That The Owners – Units Plan 2839 resolves by Special Resolution:*

1. *That the Owners Corporation enter into and execute a loan contract with Lannock Finance Ltd (Lannock) and the ACT Government to fund the Owners Corporations obligations to finance the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and*
   - *That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and*
   - *That the Owners Corporation acknowledges the following things:*
     1. *Loan term of 10 years;*
     2. *The maximum amount of credit available under the loan contract is $5,800,000; and*
     3. *members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."*

- Motion Carried by Special Resolution
For: 57 | Against: 1 | Abstain: 0

Secretariat Note: As a follow-on from the cladding project information session held on 11 December 2023 and to comply with an undertaking at that session to provide some cost loan repayment calculations should the Owners Corporation take up the ACT government's offer of a concessional loan, a representative of Grady Strata and Facilities distributed a limited number of copies of indicative cost impacts per unit based on a loan amount of $4.1M and $5.8M. No discussion of these calculations occurred during the meeting. It must be noted that it is not possible to accurately assess interest at this stage, due to interest payments commencing when monies are drawn down, but capital repayments not commencing until the certificate of occupancy of has been issued.

Two Unit Owners spoke in support of the Motion, noting that the proposal represented the most cost-effective means of acquiring the necessary funds to the project. One Unit Owner commented

that repaying the loan over a ten-year period through an increased strata levy was preferrable to paying the full contribution upfront.

Secretariat Note: As Motion 7 was carried by Special Resolution, draft Motions 8 and 9 were not put to the meeting as they were redundant.

OR

ITEM 7 – CLADDING REPLACEMENT LEVY & SPECIAL PURPOSE FUND

Motion 8: *"That the Owners – Units Plan 2839 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a contribution of $5,800,000(inc. GST) to the General Fund. This contribution is to be contributed by owners in accordance with their unit entitlements with the total levy payable to be paid via 3 instalments due on the following schedule:*

1) ***50% due 14 February 2024;***
2) ***25% due 15 April 2024; and***
3) ***25% due 15 May 2024."***

- Motion Not Put

Motion 9: *"That the Owners – Units Plan 2839 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to set aside all $5,800,000 (inc. GST) of levy contributions raised in accordance with Motion 8 of the 14 December 2023 Annual General Meeting to the Cladding Replacement Special Purpose Fund. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution that these funds are to be expended for the purposes replacing identified flammable cladding affixed to the 'Common Property' and/or 'Defined Parts' of Units Plan 2839, including potential ancillary costs."*

- ***Motion Not Put***

OWNERS CORPORATION RULES AMENDMENTS

ITEM 15 – VIRIDIAN RULES - FLOORING

As an introduction to this item, the Chair invited Mr Rumble, a representative of the EC to address the meeting to read out the explanatory notes and the amended wording for Motion 12, as set out below in relation to Rule 1.4.

The chair advised the amendments to the motion were at the request of an Owner prior to the AGM and on receipt of legal advice.

Motion 12: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented.*

Rule 1.4 Erections and alterations
Floor covering

Existing sub-rules (9) to (13) to be replaced with:

" (9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an

extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit as set out in 1.4(11) (also see Rule 1.10).
(10) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering (except kitchens, bathrooms toilets and laundries), and it is in the interests of the peaceful enjoyment of all residents that replacement floor coverings are of a similar acoustic standard. Acoustic testing in the Viridian in 2022 demonstrated that original carpet and underlay achieved 22dB. The impact isolation of floors between tenancies required for all flooring in the Viridian is an LnTw of ≤ 40dB, measured in accordance with AS/NZS ISO 140-7: 2006 Acoustics – Measurement of sound insulation in buildings and of building elements. Part 7: Field measurement of impact sound insulation of floors and rated in accordance with AS ISO 717.2: 2004 Acoustics – Rating of sound insulation in buildings and of building elements, Part 1 Impact sound insulation.
(11) Owners who are considering replacing floor coverings are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission, prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the Owner's unit, e.g. the combined hardwood/vinyl, any additional buildup of the concrete slab, and acoustic underlay, wall and/or ceiling insulation, will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area.

(12) The test report must be from a current member of the Association of Australasian Acoustical Consultants or the Australian Acoustical Society and must include photographs of the test setup and all recorded data. The owner seeking the flooring replacement is responsible for the cost of the acoustic test and report.

(13) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and responding to future noise complaints. This responsibility transfers to future owners of the unit. The Viridian's Building Insurance policy has an exclusion for hard flooring, therefore owners should hold their own insurance policies for such flooring.
(14) The Strata Manager will contact neighbours to seek access to neighbouring units for acoustic testing. The provisions of Rule 1.12 can apply to arranging such access.
(15) Hard flooring systems that were approved at the time this Rule takes effect remain approved under the Rules that applied at the time of their installation. However, permission for their installation does not extend to any subsequent alterations or replacement, ie: a new permission will be required under these Rules for any replacement of existing flooring.
(16) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.
(17) In accordance with Rule 2.6(3), all owners should confirm the installation date with the Strata Manager at least 48 hours prior to the installation of any new floors, carpet or hardflooring."

- ***Motion Carried by Special Resolution***
For: 36 | Against: 9 | Abstain: 6

Secretariat note: Prior to the vote, the owner of Unit 151 spoke at length about a personal flooring related matter. On several occasions, the Unit Owner was requested to speak to the Motion or relinquish the floor. Despite these requests, the Owner of Unit 151 continued and made several statements challenging the integrity and honesty of current and former members of the EC in respect of the decision not to approve his application to install hard flooring in 2021. The Owner asserted that the EC had lied and spread misinformation about the matter. U151 made several

unsubstantiated claims including that he had submitted a compliant application in response to Orders made by ACAT following the dismissal of a request for a review of the original ACAT decision. The Unit Owner read an excerpt from a draft report by Michael Phillips, an acoustic consultant, who had conducted a test in U89, stating that the acoustic requirement of LnTw ≤ 40dB for a hard floor in the Viridian could not be met.

The following information was provided by the Chair and Mr Rumble, to refute the claims and correct the record:

- The initial application to install a hard floor in Unit 151 in February 2021 was not approved because the application did not include any technical specifications that the EC could assess
- A second application lodged in early March 2021 was not approved because it did not include any relevant technical specifications which could be assessed
- On 30 March 2021 when the hard floor was installed, the Unit Owner was fully aware that there was no approval to proceed and when spoken to, by the then EC chair, the Unit Owner advised that *'as the approval process was not progressing within our moving schedule, we decided to do the install and deal with any consequences later'*
- The decisions made by the EC and the actions taken in relation to the dispute were examined in two separate ACAT processes which found in favour of the Viridian Owners Corporation
- The EC was advised by the manufacturer of the underlay product which was available previously, and approved for a installation in the complex, that the technical specifications for the product had changed in 2019, although the product name did not. As a consequence, the underlay product referenced in U151's application in 2022 was not technically equivalent to a product of the same name referenced in an application prior to 2020. The variation in performance was obvious when the technical specifications for the product from different years were compared with each other. U151 was advised of this discrepancy at the time his application was not approved.
- The owner of U151 said he has made three offers of compensation in relation to costs incurred by the OC. The EC did make a counter-offer to the first offer, accepting the reduction in costs if the non-compliant floor were to be replaced with a compliant floor, preferably carpet. The owner of Unit 151 did not accept this and in late November offered the same amount; a reduction in monies owed to the OC which ACAT orders allow the OC to recover. The third offer was received on the eve of the AGM and is under consideration.
- Despite the ACAT rulings, the owner of Unit 151 has not included a remedy for the non-approved hard floor in any offers and that unit's flooring remains non-complaint and unapproved, to the detriment of the unit owners who live below and around Unit 151.
- The version of the report from Michael Phillips Acoustics that U151 referred to, which was not commissioned by the EC, was a draft report for flooring in relation to Unit 89 only. In July 2023, Michael Phillips acknowledged by email that that report was only a draft report and apologised to the EC as it had been sent in error. A copy of this email was distributed in August 2023 with the General meeting minutes of 18 August 2023. It was also included with the minutes attached to that AGM package. It is incorrect to continue to quote from this draft report or to assert that the conclusions of the draft report are correct.

Other comments from the floor by some Unit Owners in response to Unit 151's claims and the proposed Motion included that:

- The Viridian should be looking forward and keeping the building modern. Hard flooring is a popular flooring choice and when installed can increase the value of the property. The current hard flooring rule could be considered out-dated and restrictive, and perhaps AAAC 4 star should be considered;
- One member advised they did not like timber and that vinyl flooring should be able to be installed, and, if AAAC 4 star was permitted it would be. Additionally, vinyl flooring is preferable as the low profile means that door heights and architraves do not need to be adjusted;
- Other members stated that AAAC 4 star is not appropriate and should not be supported in a complex like the Viridian as it will result in substantial noise intrusion between apartments and neighbours;
- The requirement for AAAC 6 star is supported and for some Unit Owners is the principle reason why they selected the Viridian complex over other unit complexes with a lower acoustic standard. For this reason, the proposed Motion is supported;
- One member stated, the EC has been constructive and helpful regarding the resolution of his non-approved hard floor, which unknown to him had been installed by a previous owner without approval. If Unit Owners are found to be in breach of the Rules they should take appropriate action to correct the breach themselves;
- Changes to flooring are a personal choice, and in exercising that choice Unit Owners must comply with the Rules which operate to preserve the peaceful amenity of all Unit Owners.

The chairperson advised a further matter related to flooring has arisen since an ACAT hearing held on 30 November 2023 involving the Viridian EC and owners Craven and Gilks.

The chair introduced Mr Bhanuka Seneviratna, representative of Trinity Law.
Mr Seneviratna read excerpts of a letter dated 13 December 2023
+ from Trinity Law to the Viridian executive committee, which outlined recent ACAT rulings, the responsibility of the EC to enforce the rules, and the appeal tribunal orders.

Mr Seneviratna summarised the legal advice noting that:

- An ACAT proceeding (UT 40/2021) found a breach of Rule 6.5 of the Viridian Rules (2017) by Mr Robert Craven and Ms Katherine Gilks, with ACAT ordering the remediation of the unapproved floor and the recovery of 'reasonable costs.'
- A subsequent Appeal of that decision by Mr Craven and Ms Gilks, was dismissed by ACAT which re-made orders for the remediation of the floor and the payment of reasonable expenses to the Owners Corporation and additional expenses which had been incurred defending the Appeal
- The re-made orders have been found by the ACT Magistrates Court to be insufficient to prosecute, a step required in view of Mr Craven and Ms Gilks ongoing non-compliance with the orders
- A recent, further application made to ACAT on behalf of the Owners Corporation to include a general order on the liability of Mr Craven and Ms Gilks for costs that could be enforced in the Magistrates Court. The application failed, highlighting the jurisdictional constraints that ACAT operates within.
- Not taking action against Mr Craven and Ms Gilks is problematic, principally because the Owners Corporation would be in breach of its obligations to enforce the Rules and would therefore expose itself to action from other owners such as the neighbours of Mr Craven

and Ms Gilks, who have been negatively impacted by the installation of the unapproved floor. A recent ACT Supreme Court decision is noted in the letter which points to further exposure of the Owners Corporation if nothing is done to remedy the breach.

- The letter points to a possible remedy, making an Application to the Supreme Court for the removal and replacement of the unapproved hard floor and the settlement of reasonable costs. This is the reason the EC decided that the Owners Corporation should be aware of the letter.

The Chair thanked Mr Seneviratna and advised that a copy of the correspondence would be provided to all Unit Owners following the meeting.

ITEM 16 – VIRIDIAN RULES - Charging Electric Vehicles and transport options (replacing Rules 3.2(4)
Motion 13: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rule as presented, and related changes to be reflected in Appendix A and to seek legal advice with a view to ensuring that the framework for charging of electric transport options complies with regulatory requirements".*

Rule 1.4 Erections and alterations
Charging of electric transport options at the Viridian

There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager detailing:

a. The type of transport option being charged ie EV scooter, EV bike, EV mobility device, EV car type - Hybrid/plugin hybrid/full EV.
b. The choice of charging option:
i. 11kw charger
ii. 240 V, 10 amp power point
c. A quote from a suitably qualified contractor detailing the feasibility of installing the desired charging option.
d. The actual parking spot being impacted.
2. If the application received by Grady Strata is not complete with the required 4 items, then the application will be returned to the applicant marked incomplete - not approved.
3. If the applicant has a detailed charging history or documentation that impacts the estimated weekly hours of charging from the Cost Recovery table in Appendix A, then this should be submitted to the Strata Manager and a request for cost recovery calculation adjustment be submitted.
4. The charging of all electric transport options is to take place in the basement garage as instructed by ACT Fire Services.

- Motion Carried by Special Resolution
For: 29 | Against: 6 | Abstain: 2

Secretariat note: Prior to the vote and following an invitation for comment on this item, Mr Curry noted that the proposal would apply to all Unit Owners, not just those with electric cars. The

intention is for the charging of all EV units such as scooters, bikes and mobility aids to be prohibited on residential floors and in common areas other than the basement.

A Unit Owner queried whether there would be a limited number of car spaces approved for electric charging under the proposal. Mr Curry noted that under the current electric infrastructure, there would be a finite number of spaces that could be approved initially, although it is likely in the future that additional spaces could be configured as advances in technology were realised.

A Unit Owner queried whether high speed charging was proposed. Mr Curry advised that the current infrastructure can only support 10 amp or 11kW charging but not fast/high speed charging.

EXECUTIVE COMMITTEE

ITEM 13 – EXECUTIVE COMMITTEE ELECTION
There being no other nominations, the meeting elected Mr Steve Rumble, Mr Rob Craven and Mr John Thorpe to form the executive committee.

NUMBER OF POSITIONS ON THE EXECUTIVE COMMITTEE
Motion 11: *"That the Owners Corporation agree to create seven Executive Committee Positions until the next Annual General Meeting".*

Motion Carried By Ordinary Resolution

Secretariat note:
No nominations were received from the floor despite encouragement.

Reflecting on the discussion at Item 15, Viridian Rules – Flooring and Item 17, General Business specifically the advice from Trinity Law, a Unit Owner sought advice regarding how conflicts of interest could practically be managed if Mr Craven was appointed to the EC. The Chair advised that Mr Craven's appointment would be administratively challenging, particularly if the Committee only comprised three members as additional work would need to be taken on by the other two members.

The Chair noted that the legislation required the appointment of a minimum of three members and a maximum of seven. Mr Craven stated that he would use his best endeavours to assist the Committee and if another nomination came forward, he would step aside.

ITEM 14 – DELEGATIONS
The meeting discussed the adequacy of authorisations, delegations, and appointments in force.

GENERAL BUSINESS

ITEM 17 – GENERAL BUSINESS
Any other business as provided to Grady Strata and Facilities at least 5 working days in advance of the meeting.

Motion 14: *"That the Owners Corporation authorise the Executive Committee in accordance with Schedule 2, Section 2.5 & 2.6 to approve the action urgently undertaken to date, and the action to be taken, and to expend funds up to a limit of $30,000 to defend proceedings initiated by the owner of*

Unit 165, including any ACT Civil and Administrative Tribunal (ACAT) proceedings, or associated legal work."

- ***Motion Carried by Ordinary Resolution***

Secretariat note: The Chair noted that the Owner's Corporation has incurred legal expenses defending an action brought by a Unit Owner, who had secured legal representations for a matter in ACAT. At the time, the EC requested Trinity Law prepare the defence which was estimated to cost less than $10,000 which is the EC delegation under UTMA. After three ACAT preliminary hearings, when the case was to be heard, the unit owner had relinquished their legal representation and ACAT asked Trinity Law to undertake a scope of work, which incurred additional legal expenses. The Unit Owner subsequently withdrew the action, but the costs had already been incurred. Enquiries have been made with our Insurer in respect of potential recovery of these costs. Should that request not be supported by the Insurer, options for recovery of these expenses from the Unit Owner may require the EC to seek further legal advice.

CONTINGENCY FUND

Motion 15: *"That The Owners – Units Plan 2839 resolves by Special Resolution:*

1. *That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (Lannock) to fund the Owners Corporation's obligations to finance part of the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and*
2. *That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and*
3. *That the Owners Corporation acknowledges the following things:*
   a) *Loan term of 5 years;*
   b) *The maximum amount of credit available under the loan contract is $580,000; and*
   c) *members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."*

- ***Motion Carried Unanimously by Special Resolution***

Secretariat note: The Chair advised that Motion 15 was prepared in response to the positive views expressed at the Town Hall meeting held on 11 December 2023 about the preferred source of funding for the cladding project. The purpose of this Motion is to facilitate a contingency fund as the loan application process requires an Owners Corporation to hold in reserve as a condition of the Concessional Loan, 10% of the proposed borrowing amount.

PRELIMINARY AND ADMINISTRATIVE LOAN APPLICATION

Motion 16: *That the Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. *That the owners corporation enter into a Participant Deed with the ACT Government ; prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.*
2. *That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings*

Cladding Scheme, together with associated costs.

3. *That the Owner Corporation's seal be affixed to the loan contract in the presence of any of the following:*
   a) *At least two executive committee members, one of whom must be the chairperson or secretary; or*
   b) *The Manager and one member of the executive committee; or*
   c) *The Manager alone.*
4. *That the Owners Corporation acknowledges the following things:*
   (a) *A copy of the proposed loan contract, the terms and conditions and a prescribed notice, will be forwarded to owners after the meeting;*
   (b) *The maximum amount of credit available under the loan contract is $110,000.00;*
   (c) *Members of the Owner's Corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and*
   (d) *A drawdown instruction may be signed by any of the following:*
      i. *Any two members of the executive Committee; or*
      ii. *The Manager and one member of the Committee; or*
      iii. *The Manager alone.*

- ***Motion Carried Unanimously by Special Resolution***

Secretariat note: The Chair advised that Motion 16 was prepared in response to the positive views expressed at the Town Hall meeting held on 11 December 2023 regarding the proposal to opt into the ACT Government Cladding Loan Scheme as the preferred source of funding for the cladding project. The purpose of the Motion is to enable an application to Lannock Financing up to the value of $110, 000 to cover costs associated with investigations and tender processes for the cladding remediation ($100,000) and loan administration ($10,000).

EXTERNAL SCREENS

A Unit Owner queried whether the external screens on windows facing Printers Way could be removed in association with the cladding removal project. It was noted that the screens are common property. Another owner did not support their removal, suggesting the problem of failed mechanisms for opening them should be addressed. No decision was made.

UTILITY OF ZOOM MEETINGS

The Chair sought feedback on the suitability and cost-effectiveness of using Zoom as an additional mechanism for hosting the AGM. Unit Owners were advised that $3500 had been expended on the venue and the requisite IT resources for the AGM. This compared to $500 for the room only at Eastlakes which does not have Zoom capability. A Unit Owner queried whether other venues may be less expensive. Another Unit Owner advised that he was aware that venues with similar capability in the city cost between $4500 - $5000. The Chair agreed that prior notice of any proposal to cease offering Zoom should be notified in advance, possibly for the next General Meeting. Others present suggested the EC should investigate the utility and cost-effectiveness of conducting meetings by Zoom, however the Chair questioned whether this was appropriate for an EC of three members facing the workload just considered by this AGM and invited a volunteer to step forward to assist them.

VOTE OF THANKS

There was motion from the floor to express thanks to the outgoing EC who had presided over a very difficult time.

So thank you to the outgoing committee and best wishes for the incoming committee.

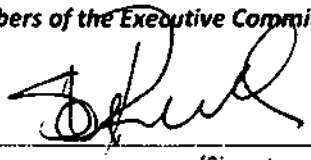
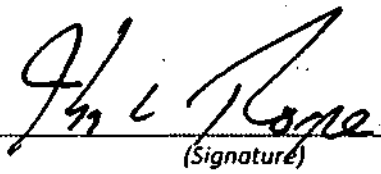
Motion Carried Unanimously by Ordinary Resolution

Secretariat note:

The Chair thanked the 2023 EC and all at Grady Strata & Facilities for their assistance during their challenging first year at The Viridian

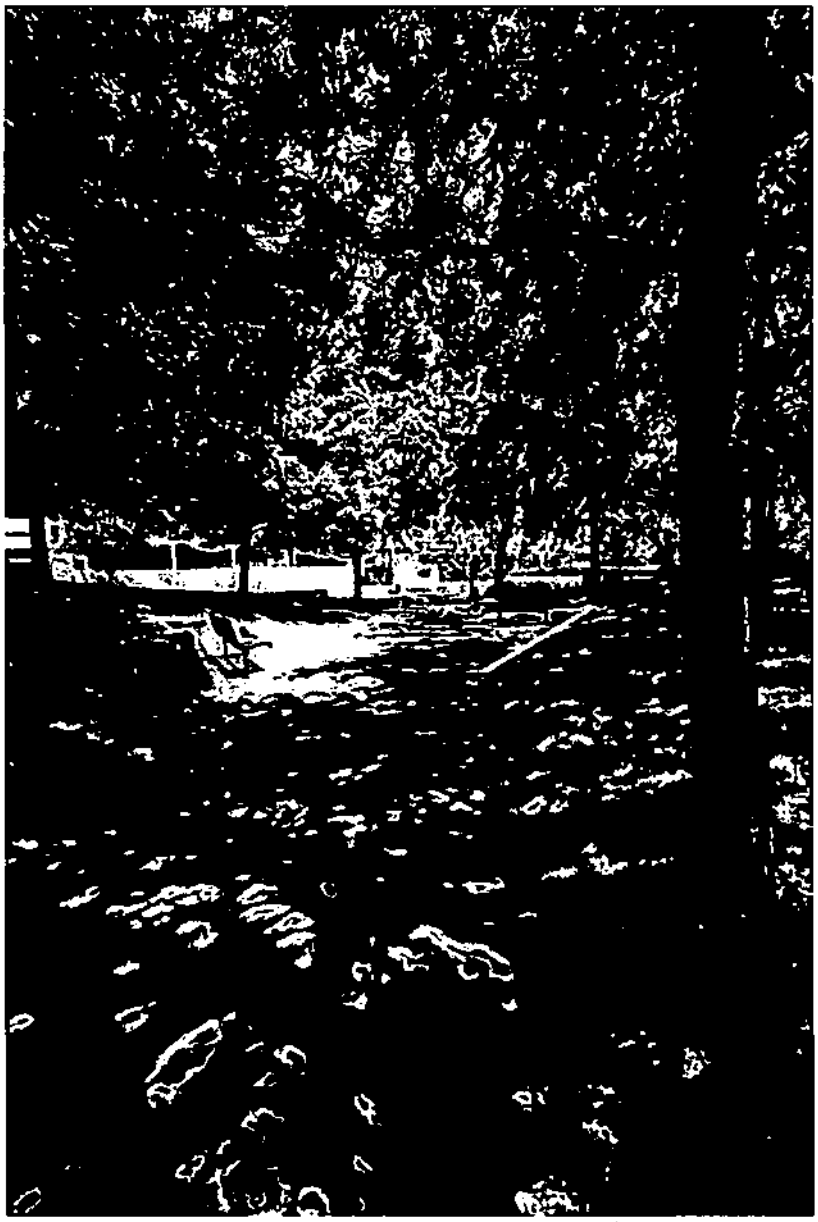
Meeting closed at 8:37pm

Signed by members of the Executive Committee

Steve Rumble		*27 December 2023*
(Name)	*(Signature)*	*(Date)*
John Thorpe		*27 December 2023*
(Name)	*(Signature)*	*(Date)*

OWNERS CORPORATION RULES
UNITS PLAN NO. 2839

THE VIRIDIAN
45 - 47 WENTWORTH AVE, KINGSTON ACT



Approved 14 December 2023

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Introduction

Who is bound by these Rules?

Under section 107 of the *Unit Titles (Management) Act 2011* (the UTM Act), there is an agreement between the Owners Corporation and its members, and between each member and each other member, to be bound by the Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules).

An occupier of a unit (who is not the owner of the unit) is also bound by each rule of the corporation as if they were the owner of the unit, except in relation to payments to a general fund or a sinking fund; or if the rule provides otherwise.

If the unit owner does not occupy the unit, e.g. a landlord, they are liable separately and together with an occupier of the unit, e.g. a tenant, for any breach of these Rules, unless they prove that they took reasonable precautions to prevent the breach.

Under section 35 of the UTM Act, the Executive Committee (EC) exercises the functions of the Owners Corporation.

OWNERS CORPORATION RULES - UNITS PLAN NO. 2839 (THE VIRIDIAN RULES)

Section 1 Default Rules

Schedule 1, Unit Titles (Management) Regulation 2011 and Alternative Rules that amend Default Rule 1.4, Rule 1.5 and Rule 1.6 only.

Section 2 Alternative Rules

Under the legislation, the Alternative Rules may only amend Default Rule 1.4, Rule 1.5 and Rule 1.6, and may provide for any other matter that is consistent with the UTM Act and the Default Rules, as amended by the Viridian Rules 2017 which were in place before the Default Rules took effect.

Section 3 General Information for residents

This Section contains certain Viridian Rules that were approved by the Owners Corporation on 7 December 2017, with minor changes. They provide general information which is no longer consistent with the meaning of Rules under recent changes to the UTM Act and Regulation but continue to apply as a result of the transitional provisions in section 169 of the UTM Act.

1. Default Rules

(Schedule 1, Unit Titles (Management) Regulation 2011)

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.1 Payment of rates and taxes by unit owners

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

1.2 Repairs and maintenance

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

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

1.3 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee or, if the Executive Committee is unable to come to a resolution, then a special resolution of the Owners Corporation; and

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

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

(3) However, if the structure is sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

(4) Permission is not required to be sought for the erection or alteration of a fit out within a commercial unit, provided it is in accordance with the requirements of any applicable territory law, and does not:

(a) impact on the structure of the building, or have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(b) permanently attach to the structure of the building, the common property or another unit, or

(c) affect the external appearance of the unit or the Viridian complex.

(5) One external sign may be erected in a location immediately above or adjacent to the entry to a commercial unit in a design approved by the Executive Committee.

(6) Signage and display material relevant to the commercial activities may be placed in the windows of a commercial unit.

(7) The only grounds on which the Executive Committee may object to a sign is on the basis that it:

(a) compromises the original architectural aesthetics of the building; or

(b) could reasonably be determined that it may cause material structural damage to the building.

(8) The Guidelines for Erections and Alterations at Appendix A set out the requirements and provides the application form for owners seeking approval under this Rule. They are also available from the Strata Manager and at www.viridianatkingston.com .

Floor covering

(9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit, as set out in 1.4(11) (also see Rule 1.10).

(10) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering (except kitchens, bathrooms, toilets and laundries), and it is in the interests of the peaceful enjoyment of all residents that replacement floor coverings are of a similar acoustic standard. Acoustic testing in the Viridian in 2022 demonstrated that original carpet and underlay achieved 22dB. The impact isolation of floors between tenancies required for all flooring in the Viridian is an LnTw of ≤40dB, measured in accordance with AS/NZS ISO 140.7: 2006 *Acoustics – Measurement of sound insulation in buildings and of building elements, Part 7: Field measurements of impact sound insulation of floors* and rated in accordance with AS ISO 717.2-2004 *Acoustics – Rating of sound insulation in buildings and of building elements, Part 2: Impact sound insulation.*

(11) Owners who are considering replacing floor coverings are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the owner's unit, e.g. the combined hardwood/vinyl, any additional buildup of the concrete slab, and acoustic underlay, wall and/or ceiling insulation, will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab, free from other flooring, and will likely require removal of a piece of the existing flooring in the test area.

(12) The test report must be from a current member of the Association of Australasian Acoustical Consultants or the Australian Acoustical Society and must include photographs of the test setup and all recorded data. The owner seeking the flooring replacement is responsible for the cost of the acoustic test and report.

(13) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and responding to future noise complaints. This responsibility transfers to future owners of the unit. The Viridian's Building Insurance policy has an exclusion for hard flooring, therefore owners should hold their own insurance policies for such flooring.

(14) The Strata Manager will contact neighbours to seek access to neighbouring units for acoustic testing. The provisions of Rule 1.12 can apply to arranging such access.

(15) Hard flooring systems that were approved at the time this Rule takes effect remain approved under the Rules that applied at the time of their installation. However, permission for their installation does not extend to any subsequent alterations or replacement, ie a new permission will be required under these Rules for any replacement of existing flooring.

(16) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

(17) In accordance with Rule 2.6(3), all owners should confirm the installation date with the Strata Manager at least 48 hours prior to the installation of any new floors, carpet or hard flooring.

1.4 Pets in units

(1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

(a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

(b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and

(c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

(d) the pet owner cleans any area of the units plan that is soiled by the animal; and

(e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Executive Committee in writing via the Pet Application Form that the animal is being kept within the unit. The written advice must include:

(a) the species, breed and age of the pet;

(b) evidence that the pet is registered and vaccinated;

(c) confirmation that the pet is not likely to be a danger or hazard to any owner, occupier or user of the common property.

(3) When not confined to the unit, pets are to be appropriately and effectively restrained and under the control of a responsible individual while on the common property. Dogs and cats should be clearly under the control of their handler/owner through a collar, halter, harness, leash, or in a carrier.

(4) Pets must also be identified by way of collar and a tag which provides contact details of the owner.

(5) All pets, including assistance animals, will be recorded in a Pet Register maintained by the Strata Manager.

1.5 Assistance animals

The Owners Corporation requires a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.6 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.7 Hazardous use of unit

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

1.8 Use of unit—nuisance or annoyance

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

(2) This Rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.Permission may be given subject to stated conditions.

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

1.9 Noise

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

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

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

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

1.10 Illegal use of unit

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

1.11 What may an Executive Committee representative do?

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

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

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

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

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

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

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

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

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

Executive Committee representative means a person authorised, in writing, by the Executive Committee under rule 1.12 (4).

2 Alternative Rules

Consistent with Default Rule 1.3:

2.1 Repairs & maintenance - other matters

(1) To avoid water building up and causing damage to other units and the basement garages, owners, occupiers or users must ensure that the drains on balconies and in courtyards and any taps and hoses are unblocked and in good repair.

(2) Owners, occupiers or users of units should keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

(3) An owner or occupier of a commercial unit is responsible for commercial waste removal, the cleaning of any grease traps and the maintenance and cleaning of the exhaust system.

2.1.1 Air Conditioners

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

(2) Unit owners must ensure individual air conditioning systems are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.

(3) Unit owners must seek approval from the Executive Committee to replace an air conditioner. If the air conditioner condenser to be replaced is located on the roof:

(a) the owner is responsible for the costs incurred for accessing the roof to remove the original unit and install a replacement unit;

(b) approval will be required for trades people to access the roof. Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols;

(c) the replacement unit is to be installed in the space left vacant by the original unit;

(d) details of any proposal to vary from paragraphs (a)-(c) must be provided in the application for approval.

(4) The Strata Manager and Executive Committee will make every effort to inform an owner who has sought approval to replace an air conditioner on the roof of any known opportunities for cost sharing with another owner.

2.2 Courtyards and balconies

(1) Owners, occupiers or users must observe any maximum load limits applying to the floors and balconies in their unit and the common property. Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(2) Trees and plants in courtyard garden beds and on balconies have the potential to impact adversely on structures such as retaining walls, courtyard walls, metal work and the car park, as well on neighbouring units. To contain this:

(a) Cordyline australis and 'Mop Top' Robinia pseudoacacia are examples of trees that are likely to cause problems and are not permitted;

(b) The size of trees and shrubs must be limited to 2.5m in height and have a diameter of no more than 15cm at 0.3m above the top of the garden bed or balcony floor;

(c) Plants, trees, planter boxes and pot plants must be kept within the boundary of each courtyard, unit and balcony.

2.3 Common property - other matters

Consistent with Default Rule 1.7:

(1) Owners are responsible for the cost of:

(a) repairing any damage to common property or the property of other units caused by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly;

(b) additional garbage collections or clean up resulting from the failure to comply with these Rules by owners, their tenants, guests, or trades people engaged by them, either directly or indirectly.

(2) Unit owners must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee, e.g. piping, conduits, cables.

(3) Owners, occupiers or users must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.

(4) Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols.

(5) Items that are not the property of the Owners Corporation must not be stored or left on common property without written permission from the Executive Committee.

(6) The Owners Corporation cannot accept responsibility for any personal property removed from, damaged on, or stolen from common property areas, e.g. prams, bicycles.

2.3.1 Garages

(1) According to the Building Code of Australia, garages are non-habitable space and are not required to be waterproof.

(2) Power cords and extension cords are unsafe in this environment. Power points in the garages are not for individual use and are provided for common property use only. Any owner who wishes to utilise these power points must contact the Strata Manager to seek Executive Committee approval.

(3) All vehicles must be parked within the car space(s) allocated to the respective unit. Parking of vehicles must not cause obstruction or impede another vehicle's access.

(4) To avoid obstructions and impediments to vehicles, as well as for protection against fire risks, loss and any damage, personal items are to be stored inside storage sheds. Owners who store valuables in the garages or storage sheds do so at their own risk (see Rules 2.3.2(2) and 2.3.3(1)).

(5) Drivers should take extra care on approaches to and from the car parks and avoid standing for prolonged periods near the gates.

(6) Bicycle racks are located in the garages for the use of residents. Bikes must be tagged with the unit number of the owner. This is to enable the Executive Committee to identify any abandoned bikes and remove them to maximise the space available for current residents.

(7) The Executive Committee will attempt to contact owners of any apparently abandoned bikes, however, if the bike is not tagged with a unit number, they may remove it from the bike rack. If no one has claimed the bike within three months, the Committee will take steps to dispose of the bike, e.g. donate it to charity.

2.3.2 Security

(1) It is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are aware of the access arrangements and follow them at all times (see 3.3, Access Arrangements).

(2) In the basement garages, also not secure areas, owners, occupiers and users are responsible for the security of their motor vehicles, motorcycles, bicycles and items stored in storage sheds and their car spaces.

(3) External entry doors to the residential areas of the complex must be locked at all times. These doors and the fire doors must not be propped open or interfered with in any way.

(4) No one should allow another person to tailgate into the foyers, lifts or garages or otherwise provide access to anyone they do not know.

(5) The loss of an eDevice, fob or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager (see Rule 3.3(5) before replacing a key.)

(6) Footage from the security cameras may be accessed only in response to a security incident or a reported breach of these Rules. Privacy is a primary consideration in both the placement of cameras and in response to any requests for access to footage. Requests should be submitted to the Strata Manager. A Register is maintained of the date security footage is accessed, by whom and the reason.

(7) In the event of a security incident, owners, occupiers or users should:

(a) report it to the appropriate authority (even if it is considered to be minor, the report may useful for local area crime statistics and therefore resource planning); and

(b) report it to the Strata Manager so the Executive Committee is in a position to identify if any action should be considered for the complex.

2.3.3 Insurance

(1) Owners and occupiers should hold their own insurance policies for coverage of any incidents that may arise within their units, on unit subsidiaries, and on the common property, including in storage sheds and car spaces in the garages.

(2) In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary preliminary investigations. The Owners Corporation will pay for

initial costs associated with those investigations. The Executive Committee will then determine the further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner, occupier or user, or the Owners Corporation.

2.3.4 Selling and leasing

(1) Owners who are selling their unit must:

(a) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent and potential buyers are familiar with the agreement that they will enter into should they purchase the unit;

(b) ensure any marketing or advertising connected with the sale of their unit conforms with these Rules;

(2) Owners who intend to lease their unit/s must provide to their leasing agent a copy of these Rules to ensure they are familiar with them. They should also instruct the agent to offer the Rules to prospective tenants and ensure they are aware that, should they occupy the unit, they will be bound by them as if they were the owner of the unit (see Introduction - Who is bound by these Rules?).

(3) Owners who wish to sell or lease their unit must not display or install, or permit to be displayed or installed, any 'For Sale' or 'For Lease' signs on any part of the common property.

(4) 'Open for Inspection' signs connected with any unit for sale or lease may only be erected during inspection times and must be promptly removed at the end of an inspection period on any given day.

2.3.5 Commercial use of residential units – short-term leasing, AirBnB, etc

(1) In recognition of the potential impact on neighbouring units and the common property of short stay accommodation arrangements, owners should provide prospective occupiers with a copy of these Rules, particularly drawing to their attention the provisions about noise, nuisance, security, smoking, etc. (see Introduction - Who is bound by these Rules?)

(2) Unit owners who wish to lease their unit for short stay accommodation should advise the Strata Manager and provide their contact details or those of an agent, so that their unit number may be added to a Register maintained by the Strata Manager.

2.3.6 Garbage & the common property

(1) Owners, occupiers or users must not dispose of any furniture, refuse, rubbish or recyclable material on common property except in the appropriate receptacles provided for that purpose.

(2) Commercial waste must not be placed in any common property areas other than those allocated for commercial units.

(3) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling. They are not to be used for commercial waste.

(4) No building or demolition material of any kind is to be placed in the Viridian's garbage rooms, garbage skips, or recycling skips.

2.4 Interim Fire Safety Measures

Unless approved by the Executive Committee, in accordance with 6.1.1 of the 2022 Vortex Fire Cladding Testing and Assessment Report (the Fire Engineer's Report) or any subsequent fire engineer's report:

(1)Residents are not permitted to store any flammable materials or heat sources on their balcony or in courtyards at the Viridian. Items include but not limited to aerosol cans, barbeques, outdoor heater, ashtrays, etc.

(2)Occupants, guests, and contractors are not permitted to smoke in private yards, on private balconies or in common spaces.

(3)Occupants, guests, and contractors are not permitted to use cooking or heating in private yards, on private balconies or in common spaces.

(4)Occupants, guests, and contractors are not permitted to use any item which produces a naked flame or strong heat source in private yards, private balconies or in common spaces.

2.5 Nuisance or annoyance – other matters

Consistent with Default Rule 1.9:

(1) An owner, occupier or user must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges.

(2) Smokers are reminded to consider their neighbours when smoking on balconies, including taking butts and ash trays indoors so they do not blow onto nearby balconies and courtyards.

2.6 Noise – other matters

Consistent with Default Rule 1.10:

(1) To avoid causing substantial annoyance to neighbours, owners, occupiers or users should be particularly sensitive about making noise or permitting noise to be made between 10pm and 8am.

(2) Owners, occupiers or users of a unit must not allow building works that make such noise as might be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit:

(a) outside the hours of 8.00am and 4.00pm, Monday to Friday;

(b) 9.00am and 1.00pm on Saturdays;

(c) at any time on Sundays or public holidays; and

(d) particularly disruptive works, such as concrete drilling, ongoing hammering, etc are to be undertaken between 9.00am and 4.00pm Monday to Friday only.

(3) Written notice of any activities covered by this Rule should be given to the Strata Manager at least 48 hours in advance to allow for neighbours to be informed.

2.7 Debt collection

(1) If the Owners Corporation incurs legal and/or other costs in any legal or administrative action against an owner, including action to recover amounts owing pursuant to section 95 of the *Unit Titles (Management) Act 2011* then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the owner shall be liable to pay the Owners Corporation the full amount of the legal fees and/or other costs incurred in the legal or administrative action.

(2) Any monies which are payable pursuant to Rule 2.7(1) shall be a debt enforceable by the Owners Corporation against an owner.

(3) Notwithstanding Rule 2.7(1), the Owners Corporation shall not be entitled to recover any legal fees and/or other costs from an owner unless the Owners Corporation first provides to the owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation.

(4) If the owner fails to pay the legal fees and/or other costs in accordance with Rule 2.7(1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit under section 96 of the *Unit Titles (Management) Act 2011*.

2.8 Execution of documents

(1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

(2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.9 All Strata-related correspondence to be sent by email

(1) For the purpose of giving notice of a general meeting under section 3.6 of Schedule 3 of the *Unit Titles (Management) Act 2011*, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

(2) Meeting minutes, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

3 Living at the Viridian

3.1 The Viridian's appearance

Consistent with Default Rule 1.3

(1) Owners, occupiers or users should report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.

(2) Owners, occupiers or users must not install any custom window coverings, including awnings, bars, security screens or fly screens, which can be seen from the exterior of the building or common property, without considering their appearance from the exterior of the unit. As a guide, the frames of security screens to courtyard and balcony doors should be charcoal in colour and the screens should not have patterned grills.

(3) Items that are not permitted on balconies and in courtyards include: indoor furniture, such as lounges; privacy screens; bamboo fencing; fixed clotheslines; and items that hang from metal framework attached to the structure of the building, such as hammocks.

(4) Draping rugs, mats, blankets or clothing over balcony railings or courtyard walls is also not permitted.

(5) Small, neat, portable clothes racks that are capable of being removed are permitted on balconies and in courtyards as long as they are removed when not in use and not left in place for prolonged periods of time.

(6) Padded curtains are available to protect the lifts during the movement of large items. Please contact the Strata Manager at least two business days in advance to arrange timely installation before the arrival of removalists or trades people.

(7) Owners are responsible for inspecting hallways and lifts prior to trades people leaving each day and for doing any required cleaning and/or vacuuming. While building works are in progress, excessive dust is likely to be created and carried outside the unit, so the door from the unit to common areas must be closed during the works. Trades people are to use protective mats between the door of the unit and the lift or foyer and remove them when they leave for the day. Cleaning directions from the Strata Manager must be carried out promptly.

3.2 Common services - hot water, free to air TV, Foxtel

(1) The hot water plant for the Viridian complex is centralised. It is managed by the Owners Corporation with the cost of operating and maintaining the plant split proportionally between unit owners, based on unit entitlement.

(2) Free to air TV is delivered via antennae and hubs on the common property and secondary hubs, Intra hubs, that are located within units. All in-unit costs are borne by individuals.

(3) Foxtel may be installed at the expense of owners through individual subscriptions. It is available via ports in each apartment, in the Intra hub box, and is delivered to the complex via a central Foxtel satellite receiver. Please note that this is a single cable feed and is therefore unable to deliver an IQ HD signal. Standard Foxtel boxes are compatible.

(4) There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owner's Corporation should be forwarded to the Strata Manager detailing:

a. The type of transport option being charged ie EV scooter, EV bike, EV mobility device, EV car type - Hybrid/plugin hybrid/full EV.

b. The choice of charging option:

i. 11kw charger

ii. 240 V, 10 amp power point

c. A quote from a suitably qualified contractor detailing the feasibility of installing the desired charging option.

d. The actual parking spot being impacted.

e. If the application received by Grady Strata is not complete with the required 4 items, then the application will be returned to the applicant marked incomplete - not approved.

f. If the applicant has a detailed charging history or documentation that impacts the estimated weekly hours of charging from the Cost Recovery table in Appendix A, then this should be submitted to the Strata Manager and a request for cost recovery calculation adjustment be submitted.

g. The charging of all electric transport options is to take place in the basement garage as instructed by ACT Fire Services.

(5) Power points in the garages are not for individual use (see Rule 2.3.1(2)).

3.3 Access arrangements

(1) As noted in Rule 2.3.2, it is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are familiar with the access arrangements and follow them at all times.

(2) The Viridian's access control and monitoring system includes:

(a) eDevices – called Airkeys, remotes or fobs – to access external entry doors, lifts to specific floors and the basement garages;

(b) keys to access stairwells and individual units (see Rule 3.3(5) if replacing your key); and

(c) security cameras in the garages and driveways.

(3) The loss of an eDevice or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager.

(4) Replacement and additional eDevices may be purchased through the Strata Manager.

(5) The key to an individual unit also opens the fire door from inside the stairwell to the relevant floor, giving residents access to their floor via the stairs or the lift. It is important to take this into account if you decide to replace the key to your unit, i.e. to ensure you are able to access your floor in the event that the lift is unavailable.

(6) No key is required to open the fire door and exit your floor via the stairwell, as this is a fire exit.

(7) An owner or a person authorised by the owner may install:

(a) A locking or other safety device for the protection of the owner's unit against intruders, subject to any external requirements such as fire safety standards, see Rule 3.1(2) on screens for doors and windows;

(b) Any structure or device to prevent harm to children or pets. If it is visible externally to the unit, the owner should contact the Strata Manager to seek the approval of the Executive Committee.

3.4 Wildlife & pests

(1) Owners, occupiers or users should not feed possums, erect bird feeders or otherwise feed birds on balconies, in courtyards or on common property as they have the potential to attract pests.

(2) A regular cycle of spraying around the common property to protect against pests occurs at regular intervals. Notification is sent to all owners in advance.

3.5 Recycling

(1) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area.

(2) Care needs to be taken to avoid contamination of the recycling materials with garbage and other waste. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all owners, occupiers and users, as well as contractors is essential for effective recycling.

(3) Owners, occupiers and users must dispose of animal litter products in an appropriate manner – secured in a bag and placed in the general waste bin, not the recycling bin.

(4) Bulky items that can be recycled must be disposed of at the appropriate recycling station, e.g. removal cartons and packaging materials. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate waste disposal point (more at http://www.reqyp.com.au).

Appendix A - Guidelines for Erections & Alterations

General

(1) For the purposes of these guidelines, 'erections and alterations' includes any building works, renovations, improvements, installations, repairs and additions to a unit that:

(a) may impact on the structure of the building, or

(b) may have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(c) are to be permanently attached to the structure of the building, the common property or another unit, or

(d) may affect the external appearance of the unit or the Viridian complex.

(2) All works permitted and completed under these Rules will be recorded in a Register maintained by the Strata Manager.

(3) Minor works such as the painting of walls or minor changes within a unit that have no impact on noise, the structure or appearance of the building or on common property do not require specific approval.

Hard flooring, including wood and tiles

(4) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering, and it is in the interests of the peaceful enjoyment of all residents that carpet continues to be the preferred floor covering for all rooms (except kitchens, bathrooms, toilets and laundries).

(5) Rule 1.4 sets out the requirements and processes for any owner who wishes to replace floor coverings with tiles, floorboards or any other form of hard flooring. The requirements are for the benefit of all residents, to ensure that after installation there is minimal difference in sound transmission from the carpet and underlay that was installed as part of the original design and fit out of the Viridian complex.

(6) Applications for the EC's permission to replace floor coverings are required to provide an acoustic test report (Rule 1.4(11)). The application must also include:

(a) A statement describing the method of laying, fixed or floating, for building insurance purposes;

(b) Confirmation that the flooring will be installed in accordance with the manufacturer's instructions;

(c) Written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary.

(7) The acoustic test report must be for the actual apartment for which the change of flooring is proposed. This is because acoustic resilience varies with building structure, and some flooring that delivers an LnTw of ≤ 40dB in some complexes or some areas of the Viridian complex may not perform to the same acoustic level in another complex or even another unit in the Viridian. The Strata Manager can provide on request a copy of a report conducted on the concrete slab in one area of the complex to assist the acoustic expert who is to conduct the test.

(8) Applications to replace flooring in wet areas, such as kitchens, bathrooms, toilets/powder rooms and laundries, are required to address how water proofing membranes will be treated to ensure they will not be compromised.

(9) Upon completion of the works, the owner is required to provide to the Strata Manager:

(a) evidence of the materials installed in the unit;

(b) confirmation from the place of purchase and/or installer that the flooring has been installed in accordance with the manufacturer's instructions;

(c) For flooring in kitchens, bathrooms, toilets/powder rooms and laundries, written confirmation that the areas have been appropriately waterproofed, ie evidence that the existing membrane has not been compromised, or that a new membrane has been applied.

(10) As set out in Rule 2.3(1), owners are responsible for any costs arising from clean up, damage and garbage disposal required because their trades people and workers failed to comply with the Rules. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

The Approval Process

(11) The EC's decision to approve a proposal from an owner for erections or alterations will be based on the completed Application Form and the supporting documents provided to the Strata Manager.

(12) Works may not commence until the approval is granted. Therefore it is in the interests of owners to provide complete information to support the Application Form. Depending on the nature of the works, information to provide might include:

(a) sketches or plans of the proposed modifications with a clear indication of their location and how the proposed works will affect the appearance of the property, including any part of a proposed structure that will be visible externally;

(b) a sample of colours proposed to be used on structures, accompanied where possible by colour charts or brochures;

(c) plans and specifications for the proposed works prepared by suitably qualified persons, e.g. a structural engineer to address any impacts on the structural integrity of the building;

(d) permits, approvals or consents required for the proposed works under territory laws;

(e) confirmation that appropriately qualified trades people will be used, and/or that manufacturer's requirements and guidelines will be followed;

(f) confirmation that the proposed works will not affect adversely any fire safety and/or physical safety aspects of the property;

(g) details demonstrating that the proposed works relates to sustainable infrastructure;

(h) a schedule of the timing of the works and any special requirements that may cause disturbance to other residents of the complex during installation with the proposed dates and times.

(13) The owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review the plans, specifications and/or supporting documents if such review is considered necessary.

(14) In signing the Application Form, the owner agrees to indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the works. Owners and contractors must have their own insurance.

(15) Written authorisation for inspection by a member of the EC and/or their representative to enter the unit for the purposes of the approval process and/or to follow up after completion, eg to confirm the approved products or materials have been installed, inspect waterproofing, etc.

(16) On receipt of an Application Form for erections or alterations, the EC may approve the request, or, due to the significant impact of the proposal on the property, may decide to put a motion on the agenda for the next General Meeting as to whether the request should be approved. Any such motion will be distributed with all documents submitted by the owner in support of the application.

(17) Such applications will be considered at the next scheduled General Meeting unless the owner agrees in writing to pay for the administrative costs of convening an earlier meeting to consider the request.

(18) Approval of an application, either by the Executive Committee or at a General Meeting, will include the following conditions :

(a) the owner must comply, and ensure their contractors comply, with applicable territory laws and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

(19) If an owner fails to adhere to the conditions, or fails to comply with any other aspect of the Viridian Rules, the Owners Corporation may require changes to be made at the owner's expense.

APPLICATION FORM – Erections and Alterations

I/we, ... , the owners of unit ....., seek the approval of the Executive Committee to the following erections/alterations:

.....
.
.....
.
.....
.
.....
.

The following documents are provided in support of the application:

.....
.
.....
.
.....
.
.....
.

We would like the works to commence on.....(date). *Note: The EC's approval is dependent on the provision of all supporting information with this application.*

I/we

1. have read and agree to comply with the Owners Corporation Rules – Units Plan 2839 (December 2023) which include the Guidelines for Erections and Alterations, and accept that this application will be assessed on that basis;
2. acknowledge that I/we are bound by the Owners Corporation Rules – Units Plan 2839 under section 107 of the *Unit Titles (Management) Act 2011;* and
3. indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the building erections and/or alterations at the above address.

Signed ..... Date.....

Name .....

Executive Committee Use only

Approved

The above application was considered by the Executive Committee on ..... and is:

☐ Approved, subject to the following:

(a) the owner must comply, and ensure their contractors comply, with any applicable territory law and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

☐ Approved, subject to the above & the additional conditions attached.

☐ Referred to a General Meeting of the Owners Corporation.

☐ Not Approved. Reasons are attached, noting the relevant Rule/s.

Signed on behalf of the Executive Committee

Signed ..... Date.....

Name .....

Contact details for the Strata Manager

Grady Strata & Facilities
Unit G7 / 65 Canberra Avenue, Griffith
Phone: 02 6251 1214
Email: patrick.gills@gradystrata.com.au

ACT Government

Access Canberra.

SR$3330317 30/07/2024 10:43:58 McCa J

Chief M

3330317

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1740: 60	KINGSTON	53 47	142 7	2839

4

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
House Rules	6 June 2024

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

- [X] Sealed copy of Minutes of Meeting
- [ ] Sealed copy of Resolution/Motion
- [ ] Sealed copy of Alternate Rules
- [ ] Other (specify) -

COMMON SEAL OF OWNERS CORPORATION
(Seal may be affixed)

THE OWNERS-UNITS PLAN No: 2839 Common Seal *

CERTIFICATION **Delete the inapplicable*

Applicant

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

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

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

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

Signed By: Cara Lea Grady

<Name of certifying party> Grady Strata and Facilities
<Capacity of certifying party> Strata Manager

for: <Company name> Grady Strata and Facilities

on behalf of the Registered Proprietor/Managing Agent

WITNESS: Gerard Ellem

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	HB 05/08/2024	Registration Date	

VOI filed: Cat.3

GRADY
Strata & Facilities

UNITS PLAN 2839 – VIRIDIAN
45 WENTWORTH AVE, KINGSTON
6 JUNE 2024 GENERAL MEETING - MINUTES

Held at Eastlake Football Club on the 6th of June 2024 at 5:30pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: 46, 48, 58, 68, 78, 79, 82, 88, 89, 94, 101, 106, 109, 111, 112, 121, 124, 135, 139, 154, 155, 165

Proxies: Representatives for Lots: 67, 130

Absentee Voting Forms: 2, 8, 9, 14, 15, 23, 44, 64, 56, 70, 96, 104, 110, 117, 129, 132, 133, 144, 147, 150, 151

Grady Strata and Facilities were represented by Mr M. Grady, Mr M. Terracini and Mr P. Gills.

The Chair called the meeting to order at 5:30pm. Chairperson Mr Robert Donaldson welcomed members of the Owners Corporation to the General Meeting. The Chair introduced fellow Executive Committee member Sandra Hannan, and offered apologies for EC member John Thorpe. The Chair introduced Mr Michael Grady, Mr Mark Terracini, and Mr Patrick Gills as representatives of Grady Strata. As the required number of OC members for a quorum were not present, Mr Grady utilised the time to speak on each motion and its purpose. After detailing the necessity of upcoming projects, Mr Grady then opened the floor to questions and discussion ahead of voting items.

ITEMS OF BUSINESS

MINUTES

ITEM 1 - MINUTES

To receive and adopt the minutes of the 2023 Annual General Meeting.

***Motion 1**: "That the Owners Corporation adopt the 2023 Annual General Meeting Minutes as provided."*

- ***Motion Carried By Ordinary Resolution***

FINANCIALS

ITEM 2 – SINKING FUND UPDATE

To receive and adopt the Sinking Fund Plan from Wise Choice as provided with the 2024 General Meeting Package.

***Motion 2:** "That the Owners Corporation adopt the 10-year Sinking Fund Maintenance Plan as drafted by Wise Choice and provided with the 2024 General Meeting Package, identified as "2024 Rev 1.3c" and dated 22/05/2024."*

- ***Motion Carried By Ordinary Resolution***

Motion 3: *"That the Owners Corporation adopts the proposed Sinking Fund expenditure budget of $2,285,787 (ex. GST) and that an additional contribution (above that approved at the 2023 AGM) of $1,178,458 (plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 2 instalments due on 30 July 2024 and 1 October 2024."*

- ***Motion Carried By Ordinary Resolution***

Note: *These contributions proposed to be raised are in addition to the current contributions already approved to be raised by the 2023 AGM. Levies for the July and October quarters will increase by the amount shown in this motion. The total contributions for each quarter are set out in"UP2839 Proposed Levy increase July & October SFP Update, including GST" as presented.*

CLADDING

ITEM 3 – Preliminary Loan Approval

Mr M Grady provided the OC with an update on the cladding project, outlining the current status of the project, a short term timeline, and cash flow analysis. Mr Grady also explained the purpose of the special purpose fund proposed in motion 5.

Motion 4: *That The Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. That the Owners Corporation enter into a Participant Deed with the ACT Government prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.

2. That the owners corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the owners corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings Cladding Scheme, together with associated costs.

3. That the owners corporation's seal be affixed to the loan contract in the presence of any of the following:
- *At least two executive committee members, one of whom must be the chairperson or secretary*
- *The Manager and one member of the executive committee; or*
- *The Manager alone.*

4. That the owners corporation acknowledges the following things:
- *(a) A copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;*
- *(b) The maximum amount of credit available under the loan contract is $110,000.00;*
- *(c) Members of the owners corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and*
- *(d) A drawdown instruction may be signed by any of the following [strike out those that do not apply]:*
  - *Any two members of the executive Committee; or*
  - *The Manager and one member of the Committee; or*
  - *The Manager alone.*

- ***Motion Carried By Special Resolution***

ITEM 4 – SPECIAL PURPOSE FUND - CLADDING LOAN

Motion 5: *"That the Owners – Units Plan 2839 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to create a Special Purpose Fund for the purposes of replacing identified flammable cladding affixed to the Common Property and Defined Parts of Units Plan 2839 including potential ancillary costs, including but not limited to, repairs to items that may be damaged or removed during the replacement process that fall under the scope of the ACT Government Loan Scheme. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution to place all loan or other funds received, and all funds expended for this purpose, within the Special Purpose Fund - Cladding Loan."*

- ***Motion Carried By Special Resolution***

GENERAL BUSINESS

ITEM 5 – RULES UPDATE

Motion 6 is intended to correct a previous rule which requires an acoustic test for all changes to floor covering in the Viridian, however this requirement was intended to apply to changes to flooring other than carpet. The proposed amendment makes it clear that an acoustic test is not required where the replacement flooring is to be wall to wall carpet on an underlay. Acoustic studies have shown that carpet on underlay will meet the Viridian's acoustic performance standards and the need for such a test is unnecessary. Related amendments are also needed to Appendix A.

Motion 6: *"That the Owners Corporation RESOLVES by Special Resolution, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented:*

Rule 1.4 Erections and alterations
Floor covering
Existing sub-rule (11) to be replaced with:
"(11) Owners who are considering replacing floor coverings ***with other than wall to wall carpet on an underlay*** *are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the owner's unit, e.g. the combined hardwood/vinyl and acoustic underlay, any additional buildup of the concrete slab, wall and/or ceiling insulation, etc will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area."*

Appendix A - Guidelines for Erections & Alterations
Hard flooring, including wood and tiles
Existing clause (6) to be replaced with:
"(6) Applications for the EC's permission to replace floor coverings are required to provide an acoustic test report (Rule 1.4(11)). ***This acoustic test requirement does not apply where***

***the flooring change is to install wall to wall carpet on an underlay**. The application must also include:*

(a) A statement describing the method of laying, fixed or floating, for building insurance purposes;

(b) Confirmation that the flooring will be installed in accordance with the manufacturer's instructions;

(c) Written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary."

- ***Motion Carried By Special Resolution***

Motion 7 is intended to address areas of conflict with Rule 3.2 which was passed by the 2023 AGM, mainly that the Rule conflicts with Fire Safety Guidelines (FSG-22) as presented in the circulated papers. The proposed amendment sought to address this and other errors and also proposed that the Owners Corporation's approach be consistent with the ACT Government's Framework for EV charging in existing strata buildings. The Chair invited Mr. W. Curry to speak against the forthcoming motion at his request. M. Gardiner also requested to speak against the motion. Mr Curry handed out a pre-prepared document to those present at the meeting however the EC had not received a copy and was unable to read or respond adequately to the many claims it contained.

Motion 7: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented:*

*Rescind sub-rule (4) of **Rule 3.2 Common services - hot water, free to air TV, Foxtel**; and*

*Add sub-rule (7) to **Rule 2.3 Common property - other matters***

*"(7) **Electric Vehicles (EV) and EV charging***

(a) No individual electrical connections are permitted for the purpose of EV charging.

(b) Charging battery-operated devices, including but not limited to e-scooters, e-bikes, power tools are prohibited in the interior common areas, eg in foyers, hallways and stairwells.

(c) Charging arrangements that were approved at the time this Rule takes effect continue under the terms of that approval until the complex is EV-ready, ie a charging solution is approved for the whole Owners Corporation. Any change of Electric Vehicle or EV chargers or connections require a new application."

- ***Motion Failed***

ITEM 7 – ONGOING MAINTENANCE ISSUES & CONTRACTS

Concerns were raised over lighting issues throughout the complex. The OC was informed that quotes have been obtained for a significant portion of the faulty lights, and that the EC are currently discussing the best path forward. Building manager Nick McCauley is to undertake a lighting audit.

ITEM 8 – INSURANCE

The OC was informed of the pending insurance renewal, noting cost increases of 25. This is notably less than the expected increase of 30%.

ITEM 9 – GENERAL BUSINESS

Other items that were raised:

(a) Parking issues on Wentworth Avenue - noted
(b) Responsibility for sweeping up leaves in garages - Grady to investigate with EC
(c) Request to be made that owners and residents tidy up their car spaces/sheds in garages
(d) Grady's described unsuccessful efforts to arrange another hard rubbish collection through the ACT Govt. The EC noted that this can be arranged any interested owner/s but no-one volunteered.
(e) One owner criticised Grady's services and Michael Grady invited him to raise concerns with him directly.

Meeting Closed at 7:39pm

OWNERS CORPORATION RULES
UNITS PLAN NO. 2839

THE VIRIDIAN
45 - 47 WENTWORTH AVE, KINGSTON ACT

Approved 06 June 2024

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Introduction

Who is bound by these Rules?

Under section 107 of the *Unit Titles (Management) Act 2011* (the UTM Act), there is an agreement between the Owners Corporation and its members, and between each member and each other member, to be bound by the Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules).

An occupier of a unit (who is not the owner of the unit) is also bound by each rule of the corporation as if they were the owner of the unit, except in relation to payments to a general fund or a sinking fund; or if the rule provides otherwise.

If the unit owner does not occupy the unit, e.g. a landlord, they are liable separately and together with an occupier of the unit, e.g. a tenant, for any breach of these Rules, unless they prove that they took reasonable precautions to prevent the breach.

Under section 35 of the UTM Act, the Executive Committee (EC) exercises the functions of the Owners Corporation.

OWNERS CORPORATION RULES - UNITS PLAN NO. 2839 (THE VIRIDIAN RULES)

Section 1 Default Rules

Schedule 1, Unit Titles (Management) Regulation 2011 and Alternative Rules that amend Default Rule 1.4, Rule 1.5 and Rule 1.6 only.

Section 2 Alternative Rules

Under the legislation, the Alternative Rules may only amend Default Rule 1.4, Rule 1.5 and Rule 1.6, and may provide for any other matter that is consistent with the UTM Act and the Default Rules, as amended by the Viridian Rules 2017 which were in place before the Default Rules took effect.

Section 3 General Information for residents

This Section contains certain Viridian Rules that were approved by the Owners Corporation on 7 December 2017, with minor changes. They provide general information which is no longer consistent with the meaning of Rules under recent changes to the UTM Act and Regulation but continue to apply as a result of the transitional provisions in section 169 of the UTM Act.

1. Default Rules

(Schedule 1, Unit Titles (Management) Regulation 2011)

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.1 Payment of rates and taxes by unit owners

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

1.2 Repairs and maintenance

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

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

1.3 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee or, if the Executive Committee is unable to come to a resolution, then a special resolution of the Owners Corporation; and

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

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

(3) However, if the structure is sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

(4) Permission is not required to be sought for the erection or alteration of a fit out within a commercial unit, provided it is in accordance with the requirements of any applicable territory law, and does not:

(a) impact on the structure of the building, or have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(b) permanently attach to the structure of the building, the common property or another unit, or

(c) affect the external appearance of the unit or the Viridian complex.

(5) One external sign may be erected in a location immediately above or adjacent to the entry to a commercial unit in a design approved by the Executive Committee.

(6) Signage and display material relevant to the commercial activities may be placed in the windows of a commercial unit.

(7) The only grounds on which the Executive Committee may object to a sign is on the basis that it:

(a) compromises the original architectural aesthetics of the building; or

(b) could reasonably be determined that it may cause material structural damage to the building.

(8) The Guidelines for Erections and Alterations at Appendix A set out the requirements and provides the application form for owners seeking approval under this Rule. They are also available from the Strata Manager and at www.viridianatkingston.com .

Floor covering

(9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit, as set out in 1.4(11) (also see Rule 1.10).

(10) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering (except kitchens, bathrooms, toilets and laundries), and it is in the interests of the peaceful enjoyment of all residents that replacement floor coverings are of a similar acoustic standard. Acoustic testing in the Viridian in 2022 demonstrated that original carpet and underlay achieved 22dB. The impact isolation of floors between tenancies required for all flooring in the Viridian is an LnTw of ≤40dB, measured in accordance with AS/NZS ISO 140.7: 2006 *Acoustics – Measurement of sound insulation in buildings and of building elements, Part 7: Field measurements of impact sound insulation of floors* and rated in accordance with AS ISO 717.2-2004 *Acoustics – Rating of sound insulation in buildings and of building elements, Part 2: Impact sound insulation.*

(11) Owners who are considering replacing floor coverings with other than wall to wall carpet on an underlay are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the owner's unit, e.g. the combined hardwood/vinyl and acoustic underlay, any additional buildup of the concrete slab, wall and/or ceiling insulation, etc will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area.

(12) The test report must be from a current member of the Association of Australasian Acoustical Consultants or the Australian Acoustical Society and must include photographs of the test setup and all recorded data. The owner seeking the flooring replacement is responsible for the cost of the acoustic test and report.

(13) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and responding to future noise complaints. This responsibility transfers to future owners of the unit. The Viridian's Building Insurance policy has an exclusion for hard flooring, therefore owners should hold their own insurance policies for such flooring.

(14) The Strata Manager will contact neighbours to seek access to neighbouring units for acoustic testing. The provisions of Rule 1.12 can apply to arranging such access.

(15) Hard flooring systems that were approved at the time this Rule takes effect remain approved under the Rules that applied at the time of their installation. However, permission for their installation does not extend to any subsequent alterations or replacement, ie a new permission will be required under these Rules for any replacement of existing flooring.

(16) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.

(17) In accordance with Rule 2.6(3), all owners should confirm the installation date with the Strata Manager at least 48 hours prior to the installation of any new floors, carpet or hard flooring.

1.4 Pets in units

(1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
- (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
- (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
- (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
- (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Executive Committee in writing via the Pet Application Form that the animal is being kept within the unit. The written advice must include:

- (a) the species, breed and age of the pet;
- (b) evidence that the pet is registered and vaccinated;
- (c) confirmation that the pet is not likely to be a danger or hazard to any owner, occupier or user of the common property.

(3) When not confined to the unit, pets are to be appropriately and effectively restrained and under the control of a responsible individual while on the common property. Dogs and cats should be clearly under the control of their handler/owner through a collar, halter, harness, leash, or in a carrier.

(4) Pets must also be identified by way of collar and a tag which provides contact details of the owner.

(5) All pets, including assistance animals, will be recorded in a Pet Register maintained by the Strata Manager.

1.5 Assistance animals

The Owners Corporation requires a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.6 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.7 Hazardous use of unit

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

1.8 Use of unit—nuisance or annoyance

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

(2) This Rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.Permission may be given subject to stated conditions.

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

1.9 Noise

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

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

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

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

1.10 Illegal use of unit

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

1.11 What may an Executive Committee representative do?

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

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

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

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

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

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

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

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

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

Executive Committee representative means a person authorised, in writing, by the Executive Committee under rule 1.12 (4).

2 Alternative Rules

Consistent with Default Rule 1.3:

2.1 Repairs & maintenance - other matters

(1) To avoid water building up and causing damage to other units and the basement garages, owners, occupiers or users must ensure that the drains on balconies and in courtyards and any taps and hoses are unblocked and in good repair.

(2) Owners, occupiers or users of units should keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

(3) An owner or occupier of a commercial unit is responsible for commercial waste removal, the cleaning of any grease traps and the maintenance and cleaning of the exhaust system.

2.1.1 Air Conditioners

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

(2) Unit owners must ensure individual air conditioning systems are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.

(3) Unit owners must seek approval from the Executive Committee to replace an air conditioner. If the air conditioner condenser to be replaced is located on the roof:

(a) the owner is responsible for the costs incurred for accessing the roof to remove the original unit and install a replacement unit;

(b) approval will be required for trades people to access the roof. Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols;

(c) the replacement unit is to be installed in the space left vacant by the original unit;

(d) details of any proposal to vary from paragraphs (a)-(c) must be provided in the application for approval.

(4) The Strata Manager and Executive Committee will make every effort to inform an owner who has sought approval to replace an air conditioner on the roof of any known opportunities for cost sharing with another owner.

2.2 Courtyards and balconies

(1) Owners, occupiers or users must observe any maximum load limits applying to the floors and balconies in their unit and the common property. Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(2) Trees and plants in courtyard garden beds and on balconies have the potential to impact adversely on structures such as retaining walls, courtyard walls, metal work and the car park, as well on neighbouring units. To contain this:

(a) Cordyline australis and 'Mop Top' Robinia pseudoacacia are examples of trees that are likely to cause problems and are not permitted;

(b) The size of trees and shrubs must be limited to 2.5m in height and have a diameter of no more than 15cm at 0.3m above the top of the garden bed or balcony floor;

(c) Plants, trees, planter boxes and pot plants must be kept within the boundary of each courtyard, unit and balcony.

2.3 Common property - other matters

Consistent with Default Rule 1.7:

(1) Owners are responsible for the cost of:

(a) repairing any damage to common property or the property of other units caused by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly;

(b) additional garbage collections or clean up resulting from the failure to comply with these Rules by owners, their tenants, guests, or trades people engaged by them, either directly or indirectly.

(2) Unit owners must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee, e.g. piping, conduits, cables.

(3) Owners, occupiers or users must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.

(4) Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols.

(5) Items that are not the property of the Owners Corporation must not be stored or left on common property without written permission from the Executive Committee.

(6) The Owners Corporation cannot accept responsibility for any personal property removed from, damaged on, or stolen from common property areas, e.g. prams, bicycles.

2.3.1 Garages

(1) According to the Building Code of Australia, garages are non-habitable space and are not required to be waterproof.

(2) Power cords and extension cords are unsafe in this environment. Power points in the garages are not for individual use and are provided for common property use only. Any owner who wishes to utilise these power points must contact the Strata Manager to seek Executive Committee approval.

(3) All vehicles must be parked within the car space(s) allocated to the respective unit. Parking of vehicles must not cause obstruction or impede another vehicle's access.

(4) To avoid obstructions and impediments to vehicles, as well as for protection against fire risks, loss and any damage, personal items are to be stored inside storage sheds. Owners who store valuables in the garages or storage sheds do so at their own risk (see Rules 2.3.2(2) and 2.3.3(1)).

(5) Drivers should take extra care on approaches to and from the car parks and avoid standing for prolonged periods near the gates.

(6) Bicycle racks are located in the garages for the use of residents. Bikes must be tagged with the unit number of the owner. This is to enable the Executive Committee to identify any abandoned bikes and remove them to maximise the space available for current residents.

(7) The Executive Committee will attempt to contact owners of any apparently abandoned bikes, however, if the bike is not tagged with a unit number, they may remove it from the bike rack. If no one has claimed the bike within three months, the Committee will take steps to dispose of the bike, e.g. donate it to charity.

2.3.2 Security

(1) It is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are aware of the access arrangements and follow them at all times (see 3.3, Access Arrangements).

(2) In the basement garages, also not secure areas, owners, occupiers and users are responsible for the security of their motor vehicles, motorcycles, bicycles and items stored in storage sheds and their car spaces.

(3) External entry doors to the residential areas of the complex must be locked at all times. These doors and the fire doors must not be propped open or interfered with in any way.

(4) No one should allow another person to tailgate into the foyers, lifts or garages or otherwise provide access to anyone they do not know.

(5) The loss of an eDevice, fob or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager (see Rule 3.3(5) before replacing a key.)

(6) Footage from the security cameras may be accessed only in response to a security incident or a reported breach of these Rules. Privacy is a primary consideration in both the placement of cameras and in response to any requests for access to footage. Requests should be submitted to the Strata Manager. A Register is maintained of the date security footage is accessed, by whom and the reason.

(7) In the event of a security incident, owners, occupiers or users should:

(a) report it to the appropriate authority (even if it is considered to be minor, the report may useful for local area crime statistics and therefore resource planning); and

(b) report it to the Strata Manager so the Executive Committee is in a position to identify if any action should be considered for the complex.

2.3.3 Insurance

(1) Owners and occupiers should hold their own insurance policies for coverage of any incidents that may arise within their units, on unit subsidiaries, and on the common property, including in storage sheds and car spaces in the garages.

(2) In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary preliminary investigations. The Owners Corporation will pay for

initial costs associated with those investigations. The Executive Committee will then determine the further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner, occupier or user, or the Owners Corporation.

2.3.4 Selling and leasing

(1) Owners who are selling their unit must:

(a) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent and potential buyers are familiar with the agreement that they will enter into should they purchase the unit;

(b) ensure any marketing or advertising connected with the sale of their unit conforms with these Rules;

(2) Owners who intend to lease their unit/s must provide to their leasing agent a copy of these Rules to ensure they are familiar with them. They should also instruct the agent to offer the Rules to prospective tenants and ensure they are aware that, should they occupy the unit, they will be bound by them as if they were the owner of the unit (see Introduction - Who is bound by these Rules?).

(3) Owners who wish to sell or lease their unit must not display or install, or permit to be displayed or installed, any 'For Sale' or 'For Lease' signs on any part of the common property.

(4) 'Open for Inspection' signs connected with any unit for sale or lease may only be erected during inspection times and must be promptly removed at the end of an inspection period on any given day.

2.3.5 Commercial use of residential units – short-term leasing, AirBnB, etc

(1) In recognition of the potential impact on neighbouring units and the common property of short stay accommodation arrangements, owners should provide prospective occupiers with a copy of these Rules, particularly drawing to their attention the provisions about noise, nuisance, security, smoking, etc. (see Introduction - Who is bound by these Rules?)

(2) Unit owners who wish to lease their unit for short stay accommodation should advise the Strata Manager and provide their contact details or those of an agent, so that their unit number may be added to a Register maintained by the Strata Manager.

2.3.6 Garbage & the common property

(1) Owners, occupiers or users must not dispose of any furniture, refuse, rubbish or recyclable material on common property except in the appropriate receptacles provided for that purpose.

(2) Commercial waste must not be placed in any common property areas other than those allocated for commercial units.

(3) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling. They are not to be used for commercial waste.

(4) No building or demolition material of any kind is to be placed in the Viridian's garbage rooms, garbage skips, or recycling skips.

2.4 Interim Fire Safety Measures

Unless approved by the Executive Committee, in accordance with 6.1.1 of the 2022 Vortex Fire Cladding Testing and Assessment Report (the Fire Engineer's Report) or any subsequent fire engineer's report:

(1)Residents are not permitted to store any flammable materials or heat sources on their balcony or in courtyards at the Viridian. Items include but not limited to aerosol cans, barbeques, outdoor heater, ashtrays, etc.

(2)Occupants, guests, and contractors are not permitted to smoke in private yards, on private balconies or in common spaces.

(3)Occupants, guests, and contractors are not permitted to use cooking or heating in private yards, on private balconies or in common spaces.

(4)Occupants, guests, and contractors are not permitted to use any item which produces a naked flame or strong heat source in private yards, private balconies or in common spaces.

2.5 Nuisance or annoyance – other matters

Consistent with Default Rule 1.9:

(1) An owner, occupier or user must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges.

(2) Smokers are reminded to consider their neighbours when smoking on balconies, including taking butts and ash trays indoors so they do not blow onto nearby balconies and courtyards.

2.6 Noise – other matters

Consistent with Default Rule 1.10:

(1) To avoid causing substantial annoyance to neighbours, owners, occupiers or users should be particularly sensitive about making noise or permitting noise to be made between 10pm and 8am.

(2) Owners, occupiers or users of a unit must not allow building works that make such noise as might be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit:

(a) outside the hours of 8.00am and 4.00pm, Monday to Friday;

(b) 9.00am and 1.00pm on Saturdays;

(c) at any time on Sundays or public holidays; and

(d) particularly disruptive works, such as concrete drilling, ongoing hammering, etc are to be undertaken between 9.00am and 4.00pm Monday to Friday only.

(3) Written notice of any activities covered by this Rule should be given to the Strata Manager at least 48 hours in advance to allow for neighbours to be informed.

2.7 Debt collection

(1) If the Owners Corporation incurs legal and/or other costs in any legal or administrative action against an owner, including action to recover amounts owing pursuant to section 95 of the *Unit Titles (Management) Act 2011* then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the owner shall be liable to pay the Owners Corporation the full amount of the legal fees and/or other costs incurred in the legal or administrative action.

(2) Any monies which are payable pursuant to Rule 2.7(1) shall be a debt enforceable by the Owners Corporation against an owner.

(3) Notwithstanding Rule 2.7(1), the Owners Corporation shall not be entitled to recover any legal fees and/or other costs from an owner unless the Owners Corporation first provides to the owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation.

(4) If the owner fails to pay the legal fees and/or other costs in accordance with Rule 2.7(1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit under section 96 of the *Unit Titles (Management) Act 2011*.

2.8 Execution of documents

(1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

(2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.9 All Strata-related correspondence to be sent by email

(1) For the purpose of giving notice of a general meeting under section 3.6 of Schedule 3 of the *Unit Titles (Management) Act 2011*, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

(2) Meeting minutes, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

3 Living at the Viridian

3.1 The Viridian's appearance

Consistent with Default Rule 1.3

(1) Owners, occupiers or users should report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.

(2) Owners, occupiers or users must not install any custom window coverings, including awnings, bars, security screens or fly screens, which can be seen from the exterior of the building or common property, without considering their appearance from the exterior of the unit. As a guide, the frames of security screens to courtyard and balcony doors should be charcoal in colour and the screens should not have patterned grills.

(3) Items that are not permitted on balconies and in courtyards include: indoor furniture, such as lounges; privacy screens; bamboo fencing; fixed clotheslines; and items that hang from metal framework attached to the structure of the building, such as hammocks.

(4) Draping rugs, mats, blankets or clothing over balcony railings or courtyard walls is also not permitted.

(5) Small, neat, portable clothes racks that are capable of being removed are permitted on balconies and in courtyards as long as they are removed when not in use and not left in place for prolonged periods of time.

(6) Padded curtains are available to protect the lifts during the movement of large items. Please contact the Strata Manager at least two business days in advance to arrange timely installation before the arrival of removalists or trades people.

(7) Owners are responsible for inspecting hallways and lifts prior to trades people leaving each day and for doing any required cleaning and/or vacuuming. While building works are in progress, excessive dust is likely to be created and carried outside the unit, so the door from the unit to common areas must be closed during the works. Trades people are to use protective mats between the door of the unit and the lift or foyer and remove them when they leave for the day. Cleaning directions from the Strata Manager must be carried out promptly.

3.2 Common services - hot water, free to air TV, Foxtel

(1) The hot water plant for the Viridian complex is centralised. It is managed by the Owners Corporation with the cost of operating and maintaining the plant split proportionally between unit owners, based on unit entitlement.

(2) Free to air TV is delivered via antennae and hubs on the common property and secondary hubs, Intra hubs, that are located within units. All in-unit costs are borne by individuals.

(3) Foxtel may be installed at the expense of owners through individual subscriptions. It is available via ports in each apartment, in the Intra hub box, and is delivered to the complex via a central Foxtel satellite receiver. Please note that this is a single cable feed and is therefore unable to deliver an IQ HD signal. Standard Foxtel boxes are compatible.

(4) There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owner's Corporation should be forwarded to the Strata Manager detailing:

a. The type of transport option being charged ie EV scooter, EV bike, EV mobility device, EV car type - Hybrid/plugin hybrid/full EV.

b. The choice of charging option:

i. 11kw charger

ii. 240 V, 10 amp power point

c. A quote from a suitably qualified contractor detailing the feasibility of installing the desired charging option.

d. The actual parking spot being impacted.

e. If the application received by Grady Strata is not complete with the required 4 items, then the application will be returned to the applicant marked incomplete - not approved.

f. If the applicant has a detailed charging history or documentation that impacts the estimated weekly hours of charging from the Cost Recovery table in Appendix A, then this should be submitted to the Strata Manager and a request for cost recovery calculation adjustment be submitted.

g. The charging of all electric transport options is to take place in the basement garage as instructed by ACT Fire Services.

(5) Power points in the garages are not for individual use (see Rule 2.3.1(2)).

3.3 Access arrangements

(1) As noted in Rule 2.3.2, it is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are familiar with the access arrangements and follow them at all times.

(2) The Viridian's access control and monitoring system includes:

(a) eDevices – called Airkeys, remotes or fobs – to access external entry doors, lifts to specific floors and the basement garages;

(b) keys to access stairwells and individual units (see Rule 3.3(5) if replacing your key); and

(c) security cameras in the garages and driveways.

(3) The loss of an eDevice or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager.

(4) Replacement and additional eDevices may be purchased through the Strata Manager.

(5) The key to an individual unit also opens the fire door from inside the stairwell to the relevant floor, giving residents access to their floor via the stairs or the lift. It is important to take this into account if you decide to replace the key to your unit, i.e. to ensure you are able to access your floor in the event that the lift is unavailable.

(6) No key is required to open the fire door and exit your floor via the stairwell, as this is a fire exit.

(7) An owner or a person authorised by the owner may install:

(a) A locking or other safety device for the protection of the owner's unit against intruders, subject to any external requirements such as fire safety standards, see Rule 3.1(2) on screens for doors and windows;

(b) Any structure or device to prevent harm to children or pets. If it is visible externally to the unit, the owner should contact the Strata Manager to seek the approval of the Executive Committee.

3.4 Wildlife & pests

(1) Owners, occupiers or users should not feed possums, erect bird feeders or otherwise feed birds on balconies, in courtyards or on common property as they have the potential to attract pests.

(2) A regular cycle of spraying around the common property to protect against pests occurs at regular intervals. Notification is sent to all owners in advance.

3.5 Recycling

(1) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area.

(2) Care needs to be taken to avoid contamination of the recycling materials with garbage and other waste. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all owners, occupiers and users, as well as contractors is essential for effective recycling.

(3) Owners, occupiers and users must dispose of animal litter products in an appropriate manner – secured in a bag and placed in the general waste bin, not the recycling bin.

(4) Bulky items that can be recycled must be disposed of at the appropriate recycling station, e.g. removal cartons and packaging materials. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate waste disposal point (more at http://www.reqyp.com.au).

Appendix A - Guidelines for Erections & Alterations

General

(1) For the purposes of these guidelines, 'erections and alterations' includes any building works, renovations, improvements, installations, repairs and additions to a unit that:

(a) may impact on the structure of the building, or

(b) may have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

(c) are to be permanently attached to the structure of the building, the common property or another unit, or

(d) may affect the external appearance of the unit or the Viridian complex.

(2) All works permitted and completed under these Rules will be recorded in a Register maintained by the Strata Manager.

(3) Minor works such as the painting of walls or minor changes within a unit that have no impact on noise, the structure or appearance of the building or on common property do not require specific approval.

Hard flooring, including wood and tiles

(4) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering, and it is in the interests of the peaceful enjoyment of all residents that carpet continues to be the preferred floor covering for all rooms (except kitchens, bathrooms, toilets and laundries).

(5) Rule 1.4 sets out the requirements and processes for any owner who wishes to replace floor coverings with tiles, floorboards or any other form of hard flooring. The requirements are for the benefit of all residents, to ensure that after installation there is minimal difference in sound transmission from the carpet and underlay that was installed as part of the original design and fit out of the Viridian complex.

(6) Applications for the EC's permission to replace floor coverings are required to provide an acoustic test report (Rule 1.4(11)). This acoustic test requirement does not apply where the flooring change is to install wall to wall carpet on an underlay. The application must also include:

(a) A statement describing the method of laying, fixed or floating, for building insurance purposes;

(b) Confirmation that the flooring will be installed in accordance with the manufacturer's instructions;

(c) Written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary."

(7) The acoustic test report must be for the actual apartment for which the change of flooring is proposed. This is because acoustic resilience varies with building structure, and some flooring that delivers an LnTw of ≤ 40dB in some complexes or some areas of the Viridian complex may not perform to the same acoustic level in another complex or even another unit in the Viridian. The Strata Manager can provide on request a

copy of a report conducted on the concrete slab in one area of the complex to assist the acoustic expert who is to conduct the test.

(8) Applications to replace flooring in wet areas, such as kitchens, bathrooms, toilets/powder rooms and laundries, are required to address how water proofing membranes will be treated to ensure they will not be compromised.

(9) Upon completion of the works, the owner is required to provide to the Strata Manager:

(a) evidence of the materials installed in the unit;

(b) confirmation from the place of purchase and/or installer that the flooring has been installed in accordance with the manufacturer's instructions;

(c) For flooring in kitchens, bathrooms, toilets/powder rooms and laundries, written confirmation that the areas have been appropriately waterproofed, ie evidence that the existing membrane has not been compromised, or that a new membrane has been applied.

(10) As set out in Rule 2.3(1), owners are responsible for any costs arising from clean up, damage and garbage disposal required because their trades people and workers failed to comply with the Rules. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

The Approval Process

(11) The EC's decision to approve a proposal from an owner for erections or alterations will be based on the completed Application Form and the supporting documents provided to the Strata Manager.

(12) Works may not commence until the approval is granted. Therefore it is in the interests of owners to provide complete information to support the Application Form. Depending on the nature of the works, information to provide might include:

(a) sketches or plans of the proposed modifications with a clear indication of their location and how the proposed works will affect the appearance of the property, including any part of a proposed structure that will be visible externally;

(b) a sample of colours proposed to be used on structures, accompanied where possible by colour charts or brochures;

(c) plans and specifications for the proposed works prepared by suitably qualified persons, e.g. a structural engineer to address any impacts on the structural integrity of the building;

(d) permits, approvals or consents required for the proposed works under territory laws;

(e) confirmation that appropriately qualified trades people will be used, and/or that manufacturer's requirements and guidelines will be followed;

(f) confirmation that the proposed works will not affect adversely any fire safety and/or physical safety aspects of the property;

(g) details demonstrating that the proposed works relates to sustainable infrastructure;

(h) a schedule of the timing of the works and any special requirements that may cause disturbance to other residents of the complex during installation with the proposed dates and times.

(13) The owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review the plans, specifications and/or supporting documents if such review is considered necessary.

(14) In signing the Application Form, the owner agrees to indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the works. Owners and contractors must have their own insurance.

(15) Written authorisation for inspection by a member of the EC and/or their representative to enter the unit for the purposes of the approval process and/or to follow up after completion, eg to confirm the approved products or materials have been installed, inspect waterproofing, etc.

(16) On receipt of an Application Form for erections or alterations, the EC may approve the request, or, due to the significant impact of the proposal on the property, may decide to put a motion on the agenda for the next General Meeting as to whether the request should be approved. Any such motion will be distributed with all documents submitted by the owner in support of the application.

(17) Such applications will be considered at the next scheduled General Meeting unless the owner agrees in writing to pay for the administrative costs of convening an earlier meeting to consider the request.

(18) Approval of an application, either by the Executive Committee or at a General Meeting, will include the following conditions :

(a) the owner must comply, and ensure their contractors comply, with applicable territory laws and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

(19) If an owner fails to adhere to the conditions, or fails to comply with any other aspect of the Viridian Rules, the Owners Corporation may require changes to be made at the owner's expense.

APPLICATION FORM – Erections and Alterations

I/we, ... , the owners of unit ....., seek the approval of the Executive Committee to the following erections/alterations:

.....

.....

.....

.....

.....

The following documents are provided in support of the application:

.....

.....

.....

.....

.....

We would like the works to commence on.....(date). *Note: The EC's approval is dependent on the provision of all supporting information with this application.*

I/we

1. have read and agree to comply with the Owners Corporation Rules – Units Plan 2839 (December 2023) which include the Guidelines for Erections and Alterations, and accept that this application will be assessed on that basis;
2. acknowledge that I/we are bound by the Owners Corporation Rules – Units Plan 2839 under section 107 of the *Unit Titles (Management) Act 2011;* and
3. indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the building erections and/or alterations at the above address.

Signed ..... Date.....

Name .....

Executive Committee Use only

Approved

The above application was considered by the Executive Committee on ..... and is:

☐ Approved, subject to the following:

(a) the owner must comply, and ensure their contractors comply, with any applicable territory law and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

☐ Approved, subject to the above & the additional conditions attached.

☐ Referred to a General Meeting of the Owners Corporation.

☐ Not Approved. Reasons are attached, noting the relevant Rule/s.

Signed on behalf of the Executive Committee

Signed ..... Date.....

Name .....

Contact details for the Strata Manager

Grady Strata & Facilities
Unit G7 / 65 Canberra Avenue, Griffith
Phone: 02 6251 1214
Email: patrick.gills@gradystrata.com.au

ACT Government

Access Canberra.

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SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
1740: 60	KINGSTON	~~53~~ 47	~~142~~ 7

UNITS PLAN NUMBER

2839

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
owners corporation rules	2nd December 2025

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

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

COMMON SEAL OF OWNERS CORPORATION
(Seal may be affixed)

THE OWNERS-UNITS PLAN No. 2839 Common Seal *

CERTIFICATION *Delete the inapplicable*

Applicant

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

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

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

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

Signed By: Isabella Victoria Terracini

<Name of certifying party> Grady Strata and Facilities

<Capacity of certifying party> Assistant office manager

for: <Company name> Grady Strata and Facilities

on behalf of the Registered Proprietor/Managing Agent

Witness: Ellem

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by		Registration Date	LMT - 09/02/2026

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)

VOI Sighted X ..... 1 .....

Change of Name by .....

Authority to Deal ..... 1 letter

ASIC ..... 1 .....

Category ..... 1 .....

Signed by ..... Ashlee Spencer

Date ..... 3 FEB 2026

ACT Government

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)
1740: 60	KINGSTON	~~53~~ 47	142 7	0	

4

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094-SR	41

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

The Owners - Units Plan No. 2839

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 2839

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 2 December 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).

o **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
2 December 2025	Refer to attachment – AGM 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.

10 December 2025

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

THE OWNERS-UNITS PLAN No: 2839 Common Seal

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

ANNUAL GENERAL MEETING MINUTES
'Viridian'
45-47 WENTWORTH AVE, 51-55 DAWES ST, 54-56 PRINTERS WAY & 50-56 EYRE ST, KINGSTON

Held at Eastlake Football Club, 3 Oxley Street, Griffith, ACT on the **2nd of December 2025 at 5:00pm**. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 23, 31, 40, 48, 53, 54, 74, 76, 78, 80, 82, 83, 87, 88, 89, 94, 101, 104, 106, 109, 111, 112, 121, 123, 124, 129, 133, 137, 142, 143, 147, 148, 154, 155, 158, 173

Proxies: Representatives for Lots:

Lot 97 - exercised by Unit 96
Lot 110 - exercised by Lot 112
Lot 127 - exercised by Lot 94
Lot 130 - exercised by Lot 94
Lot 150 – exercised by Chair
Lot 151 - exercised by Lot 147

Absentee Voting Forms: Lots 41, 70, 139, 161

Grady Strata and Facilities represented by:

Mark Terracini, Andrew Rose, Shannon Robinson

The meeting was called to order at 5:00pm. Chairperson Mr Terry Drew welcomed members of the Owners Corporation to the Annual General Meeting and advised all present and online, that the AGM meeting package including all meeting papers, financial documents was circulated to all owners.

As the required number of OC members for a quorum were not present, the Chair and Treasurer presented a brief discussion on works conducted during the year:

- Aluminium Composite Panel Replacement program is nearing completion with all Blocks having had the cladding replaced and small areas remaining for completion before the end of the calendar year
- Replacement of the parapets, gutters and fascia of each building with the cladding works, with Block D to be completed in the New Year
- Waterproofing works to the roof top rock garden areas coming to a finalisation
- Three lifts replaced with the fourth to be completed by the end of the calendar year
- Basement structural repairs and painting
- Completion of various balcony leak remediation works
- Replacement of two basement garage door openers.

LETTER FROM THE EXECUTIVE COMMITTEE

ITEM 1 – LETTER FROM THE EXECUTIVE COMMITTEE

***Motion 1**: "That the Owners Corporation notes the Letter from the Executive Committee as presented."*

- ***Motion carried***

MINUTES

ITEM 2 - MINUTES

To receive and adopt the minutes of the 2025 General Meeting.

***Motion 2**: "That the Owners Corporation adopt the Annual General Meeting Minutes of 3 December 2024 as presented."*

- ***Motion carried***

FINANCIAL STATEMENTS AND REPORTS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2024/2025 FINANCIAL STATEMENTS

***Motion 3**: "That the Owners Corporation adopt the audit report from Hardwickes as presented and note the requirement for audit of the 2025/26 financial statements."*

- ***Motion carried***

***Motion 4**: "That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2025 as presented."*

- ***Motion carried***

PROPOSED ADMINISTRATIVE FUND BUDGET 2025/2026

ITEM 4 – ADMINISTRATIVE FUND BUDGET

To receive, consider and adopt the proposed general administrative expenditure budget of $1,102,458 (GST exclusive) and that a contribution to the Administrative Fund of $1,009,364.40 (GST exclusive) for the 2025/2026 financial year as supplied.

***Motion 5**: "That the Owners Corporation adopts an administrative budget of $1,102,458 (GST Exclusive) and that a contribution be determined to the Administration Fund of $1,009,364.40 (GST exclusive), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments for the 2025/2026 financial year to fall due on 6 January 2026, 1 April 2026, 1 July 2026, 1 October 2026."*

- ***Motion carried***

A query was raised in regards to the collection of levies in arrears. Grady Strata and Facilities representatives noted that legal processes for collection remain underway for all long term arrears. These involve complex arrangements and the OC is engaged with the relevant financial providers for the properties.

Questions in relation to the proposed budget and allocation were raised to establish the nature and more detail of expenditure items.

Question was raised to the EC to consider an alternative approach to budget preparations to reduce any proposed expenditure where prior periods did not demonstrate evidence of expense being incurred o required. The extension of the question noting that related levies be reduced in alignment to any budget changes.

The Chair noted that the budget reflected items of expense that were not incurred in prior years where other works underway made the budget item redundant for the period. Eg window cleaning, pest control or gutter cleaning during the period that scaffold clad the building impeding access and gutters were being replaced. Other budget items are to provide for an unanticipated expense should they arise.

PROPOSED SINKING FUND BUDGET 2025/2026

ITEM 5 – SINKING FUND BUDGET

To adopt the forecast sinking fund levy of $1,198,228 (GST exclusive) for the 2025/2026 financial year as set out in the approved Sinking Fund Plan 2023-2033, and approve the addition of the unspent funds from 2025/2026 to the forecast expenditure in that Plan.

***Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $2,661,801 (GST exclusive) and a Sinking Fund levy of $1,198,228 (GST exclusive) for the 2025/2026 financial year, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments to fall due on 6 January 2026, 1 April 2026, 1 July 2026, 1 October 2026."*

- ***Motion carried***

A comment was raised in regards to the nature of the sinking fund plan and associated levies. The plan is a 10 year rolling plan that must be reviewed each 5 years. Elements of the first few years are already committed for lift replacement and balcony works. The plan is "owned" by the Owners Corporation and is reviewed by the Executive Committee throughout the year and in considering future year budgets. The plan can be altered or reviewed at any time by the Owners Corporation. The funds collected reflect the owners use of capital items during their period of ownership by accruing funds for future replacement.

PROPOSED AMENDMENT TO SINKING FUND PLAN 2023-2033

ITEM 6 – SINKING FUND PLAN AMENDMENT

Following consideration of the S4B report *"Viridian Apartments, Electrification Master Planning"* 7 March 2025, the OC needs to start planning for the ACT Government's announcements about turning off the gas network by 2045.

This motion is to amend the Sinking Fund Plan 2023-2033 by adding a new item "Electrification of the Viridian" for $300,000 (GST exclusive), the estimated cost of replacing the two existing gas hot water plants with electric powered hot water units by 2035. Costs are based on estimates in the above report and Grady's estimate for related electric works. This amendment will be incorporated into the Sinking Fund Plan with future year adjustments when the next review of the Plan is undertaken.

The measure would be funded in 2025-26 by utilising $30,000 from unspent funds for 'Window leak repairs' over the two previous financial years. If this motion is approved, there will no additional cost to owners in 2025-26 for this new expenditure item.

The EC recommends a review be undertaken of the forecast expenditure in the Sinking Fund Plan for 'Window leak repairs' after completion of the works identified for 2026. It is possible this funding could be redirected to Electrification from 2026-27.

Motion 7: *"That the Owners Corporation notes the S4B report "Viridian Apartments, Electrification Master Planning" 7 March 2025, and amends the Sinking Fund Plan 2023/2033 to include an additional expenditure item, Electrification of the Viridian, of $30,000 per year from 2025/2026 for 10 years for the replacement of the gas hot water system, and agrees to re-direct $30,000 from unspent funds at the close of 2024/2025 for 'Window leak repairs' to Electrification in 2025-26."*

- ***Motion failed***

Questions were raised in relation to alternative energy sources including renewables and planning for Government announcements that the gas supply will be turned off in the ACT in 2045. An alternative motion was proposed to allocate the funds more broadly to Electrification of the Viridian, rather than specifying that they be used for the hot water system. The intention remains to build financial capacity to fund these efforts progressively to minimise the financial pressure on owners into the future.

New Motion: *"That the Owners Corporation notes the S4B report "Viridian Apartments, Electrification Master Planning" 7 March 2025, and amends the Sinking Fund Plan 2023/2033 to include an additional expenditure item, Electrification of the Viridian, of $30,000 per year from 2025/2026 for 10 years and agrees to re-direct $30,000 from unspent funds at the close of 2024/2025 for 'Window leak repairs' to Electrification in 2025-26."*

- ***Motion carried***

FUNDING OF CLADDING PROJECT

ITEM 7 – LOAN REPAYMENT SPECIAL LEVY

To discuss the Units Plan 2839 repayments for the ACT Government and Lannock Capital 2 Pty Ltd loan for the Viridian Cladding Replacement Project. The total of this levy reflects the Year 2 interest and principal repayments only amount due on drawdowns, plus Dowse fees for 1 November - 31 October 2026. In Year 1 owners contributed to the interest only amount due on drawdowns, including DOWSE Project fees for 1 April - 31 October 2025 as approved at the 2024 AGM.

***Motion 8**: "That the Owners – Units Plan 2839 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a special levy of $564,938 (inc. GST) to the Special Purpose Fund - Cladding Replacement Loan and strike four equal levies in accordance to their unit entitlement to fall due on 6 January 2026, 1 April 2026, 1 July 2026, 1 October 2026."*

- ***Motion carried***

RULE CHANGES

ITEM 8 – EC RESCISSION OF INTERIM FIRE SAFETY MEASURES

To discuss the rescission of the Interim Fire Safety Measures rule on completion of the Viridian Aluminium Composite Panel Cladding Replacement Project with the receipt of the Certificate of Compliance for the Replacement Cladding.

For rescission:

Unless approved by the Executive Committee, in accordance with 6.1.1 of the 2022 Vortex Fire Cladding Testing and Assessment Report (the Fire Engineer's Report) or any subsequent fire engineer's report:

1. *Residents are not permitted to store any flammable materials or heat sources on their balcony or in courtyards at the Viridian. Items include but not limited to aerosol cans, barbeques, outdoor heater, ashtrays, etc.*
2. *Occupants, guests, and contractors are not permitted to smoke in private yards, on private balconies or in common spaces.*
3. *Occupants, guests, and contractors are not permitted to use cooking or heating in private yards, on private balconies or in common spaces.*
4. *Occupants, guests, and contractors are not permitted to use any item which produces a naked flame or strong heat source in private yards, private balconies or in common spaces.*

***Motion 9**: "That the Owners Corporation – Units Plan 2839 RESOLVE that the Executive Committee has authority to rescind the existing Rule 2.4 – Interim Fire Safety measures on receipt of the Certificate of Compliance for the completed replacement of the identified Aluminium Composite Panel cladding on the building facade.*

- ***Motion carried***

The discussion noted that the EC and Grady Strata continue to work with IQon to confirm and have clearance noted to the insurer that the flammable cladding has been removed to enable BBQ use and inform the disclosures for the next insurance renewal.

ITEM 9 – UPDATE TO THE UTMA DEFAULT RULES

To discuss the update of the Viridian rules to bring these into alignment with the current *Unit Titles Management Act 2011 (the UTMA)* default rules.

Attachment A sets out the proposed rule changes.

***Motion 10**: "That the Owners Corporation – Units Plan 2839 RESOLVE that the Viridian rules be updated to align to Schedule 1 of the current UTMA Regulation and related minor amendments, as presented."*

- ***Motion carried***

ITEM 10 – ELECTRIC VEHICLE (EV) CHARGING

The use of common property by an owner for a period of 3 months or more requires the Owners Corporation to approve a 'Grant of special privileges in relation to common property' (s 112A of the UTMA). EV charging relies on the use of common property, including the installation of cabling/conduit and a power point, modifications to a Unit's electrical power boards and impacts on the Viridian's electrical infrastructure. When the grant of special privilege is approved, the OC makes a Special Privilege Rule for the owner who sought approval of their EV charging application who must sign an agreement to the terms of the approval. The Special Privilege Rule is then recorded in the Viridian Rules. Refer to ***Attachment B*** for the current rule to be amended and explanatory information.

***Motion 11**: ""That the Owners Corporation – Units Plan 2839 RESOLVE to amend Rule 3.2, paragraph (4) and insert the following amended rule as a new Alternative Rule in* Section 2, Common Property - other matters, *to provide for the grant of a special privilege under s. 112A of the UTMA to an owner for the installation of* a single phase, 10 Amp powerpoint connected to their unit's electricity meter for the primary purpose of charging an electric vehicle, as presented."

- ***Motion carried***

Common Property - other matters

Electric Vehicle Charging

1. Authority to approve

Viridian owners who wish to charge an Electric Vehicle (EV) in the basement car park will need to apply for approval from the Owners Corporation (OC) at a General Meeting. The application is to be for *Installation of a Private PowerPoint primarily for EV Charging* and must comply with the conditions set out in this Rule.

Owners should submit their completed application to the Executive Committee through the Strata Manager. The Executive Committee will assess it against this Rule and if it is compliant, prepare a motion for the next scheduled General Meeting where the OC will consider whether to grant special privileges in relation to common property under s. 112A of the *Unit Titles (Management) Act 2011* (the UTMA). The affected common property includes where cabling/conduit and the powerpoint is placed, modifications made to the unit's power board and the impacts on the Viridian's electrical infrastructure.

Once approved, each application will be incorporated into a Special Privilege rule, incorporated into the Viridian Rules and registered in accordance with s.108 and s.108A of the UTMA.

The conditions of approval for charging an EV in the Viridian complex are set out below.

2. Private powerpoint (GPO) connected to the individual unit's electricity meter

(a) The private powerpoint must be a single phase 10 Amp powerpoint, connected exclusively to the owner's individual unit electricity meter for the primary purpose of charging an EV;

(b) The powerpoint must be located within the applicant's allocated car space (per the unit entitlement) in the basement garage;

(c) A maximum of one (1) single 10 Amp powerpoint per unit is allowed;

(d) The application for installation must describe the placement of the powerpoint. Refer to the 'Guide for Installation of a General Purpose Outlet (GPO)' with illustrations to assist with placement.

(e) The needs of the OC will always take precedence over the electrical supply to an individual owner for EV charging.

3. Approvals and Standards

(a) Prior to commencing any works, the owner must:

(i) Obtain and provide all necessary approvals, permits, and certifications required by law;

(ii) Engage the licensed electrician approved for this purpose by the Strata Manager to carry out the installation;

(iii) Provide the OC with plans and specifications of the proposed installation to the unit's individual electricity meter, any modifications to the power board and a diagram showing cabling and any use of the common property, eg walls, cable trays, ceilings, etc;

(iv) All works must comply with the National Construction Code of Australia, relevant Australian Standards, and ACT legislation.

4. Responsibility for Costs

(a) The Owner must bear all costs associated with the application and installation:

(i) Installation of the powerpoint and related wiring;

(ii) Any upgrade or modification required to the owner's electrical meter or any shared meter board, if such modifications are approved by the OC;

(iii) Other measures required to comply with ACT Fire & Rescue Guidelines and recommendations, the Building Insurance provider, ACT Government directions & guidelines, and/or the OC;

(iv) Ongoing maintenance, repair, and eventual removal of the installation and the affected common property;

(v) Any damage caused to common property or other units as a result of the installation, its use, or removal;

(vi) The OC's reasonable costs, fees or expenses in having relevant experts review the installation, plans, specifications and/or supporting documents.

5. Ownership and Maintenance

(a) The installation remains the property of the owner of the unit.

(b) The owner is solely responsible for the proper use, operation, repair and maintenance of the installation and the affected common property.

(c) The owner is responsible for insuring and maintaining the installation and affected common property.

(d) The installation must be removed at the owner's expense upon sale or transfer of title unless the buyer signs an agreement to abide by the existing terms already approved by the OC for the unit.

6. Liability and Indemnity

(a) The owner indemnifies and holds harmless the Owners Corporation and other unit owners from any claims, costs, damages, or liabilities arising from the installation, use, or removal of the powerpoint.

(b) The owner must maintain appropriate insurance for the installation and affected common property and provide evidence of such insurance to the OC after installation has been completed and upon request.

7. Removal or Rectification

(a) If the installation is no longer required, the unit is to be sold or if it becomes unsafe or non-compliant, the owner must remove it at their own cost and restore affected common property to its original condition to the satisfaction of the OC.

(b) If the Owner fails to do so, the Owners Corporation may carry out the removal or rectification and recover the costs from the owner as a debt.

8. Agreement

(a) Prior to commencing any works, the owner must sign an agreement with the OC accepting the terms and conditions of approval under this Rule.

(b) The approval will be suspended if any of the terms of approval are not met or if any electrical overload or interruption to building power occurs. It may be reinstated subject to measures being implemented, such as introducing EV charging at designated hours, outside peak demand periods, and to be determined by the EC.

(c) This rule is an interim measure designed to facilitate EV charging for as many owners as possible and remains valid until replaced by the Owners Corporation.

BUILDING MAINTENANCE ITEMS

ITEM 11 – ONGOING MAINTENANCE ISSUES & CONTRACTS

To update the Owners Corporation on any ongoing maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.

No new maintenance issues were identified. New contracts for gardening and cleaning are due for review during the coming financial year.

ITEM 12 – FIRE SAFETY REVIEW

To discuss ongoing provision of fire maintenance to the building and the buildings compliance with the National Construction Code's (NCC) fire safety requirements.

The building inspection and testing has been completed to fire safety requirements with necessary repairs addressed to assure ongoing compliance and resident safety.

ITEM 13– ONGOING DEFECTS

To update the Owners Corporation any outstanding or ongoing physical building structural defects.

No new defects raised. The completion of the existing cladding, waterproofing, roof and gutter work program will address previously identified water ingress.

INSURANCE

ITEM 14- INSURANCE

To note and discuss the ongoing insurance cover held by the Owners Corporation via Chubb Insurance Australia Limited, as provided via the Certificate of Currency attached to these meeting papers.

***Motion 12**: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

- ***Motion carried***

ITEM 15 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

To discuss any ongoing or outstanding insurance claims at Viridian.

No insurance claims were raised during this financial year.

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 16 – EXECUTIVE COMMITTEE ELECTION

Motion 13: *" That the Owners Corporation agree to create 3-7 Executive Committee Positions and appoint _____to stand as Executive Committee members until the next Annual General Meeting".*

- ***Motion carried***

Nine (9) owners nominated for the seven (7) Executive Committee positions. The Owners Corporation conducted ballot and elected the following owners to the Executive Committee:

1. Ms Claire Read
2. Mr Terry Drew
3. Mr Robert Donaldson
4. Mr Geoff Spackman
5. Mr Michael Gardiner
6. Mr Michael Kong
7. Mr Simon Thom

ITEM 16 – DELEGATIONS

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

No changes to the delegations were proposed.

GENERAL BUSINESS

ITEM 17 –GENERAL BUSINESS - GRANT OF SPECIAL PRIVILEGE OVER COMMON PROPERTY TO UNIT 106

The owners of Unit 106 submitted a proposal that for the OC to grant them a Special Privilege over common property.

EV charging relies on the use of common property, including the installation of cabling/conduit and a power point, modifications to a Unit's electrical power boards and impacts on the Viridian's electrical infrastructure.

Motion 14:
"That the Owners Corporation:

a. acknowledges that, with the approval of the Executive Committee in March 2018, the owner of Unit 106 installed an electric vehicle (EV) charging unit and associated wiring and electrical connection located on or through common property, servicing the parking space allocated to that unit; and

b. pursuant to S112A of the Unit Titles (Management) Act 2011 grants to the owner of Unit 106 a special privilege over that part of the common property occupied by, or required for the operation of, the existing EV charger installation, for the purposes of operating, maintaining, repairing, upgrading, or replacing that installation and

c. all costs associated with the installation, operation, maintenance, repair, replacement, and eventual removal of the EV charger (including any impact on common property) shall be the sole responsibility of the owner of Unit 106.

d. notes that this special privilege shall continue until revoked by special resolution of the Owners Corporation or is replaced by a complex wide charging solution approved by the Owners Corporation; and

e. requires this Rule is registered within the required 3 months.

- ***Motion failed***

Discussion among owners noted that there are varying opinions about the framework under which this installation was approved in 2018. The the documentation available in relation to the application and approval remains in dispute and Unit 106 has received a Rules Infringement Notice for the EV charging installation and modifications to the electrical distribution board.

In addition there is doubt as to the authority under the UTMA of previous Executive Committees to make any decisions in relation to the installation of an EV charging solution where this decision requires the grant of special privilege to be provided by the Owners Corporation.

This issue has been lodged with ACAT and a hearing scheduled in early 2026 to resolve the current position for the Owners Corporation and Unit 106 with respect to the installation and the modifications that impact on the electrical infrastructure.

An amended motion was proposed that Unit 106 modify the existing EV charging installation to comply with the amended rule as approved at Item 10 of this agenda. The amended Motion also requires that the modifications to the electrical distribution board be restored to its original condition, in particular, the 63 amp circuit breaker for Unit 106.

Owners noted that this proposed motion reflected that it would be unfair for the owner of Unit 106 to have an installation other than what is provided for in the rule approved as an equitable solution for all owners, at Item 10 of this agenda.

Owners agreed that the Unit owner be given opportunity to modify the installation to meet the new EV charging rule. This includes the opportunity to have special privilege granted on condition that the owners satisfactorily comply with the EV charging rule and remove the modifications they made previously to the electrical distribution board.

New Motion:
"Unit 106 modify their existing EV charging installation to comply with the Viridian EV charging rule as approved at this meeting and restore the electrical distribution board to its original capacity."
(refer Item 10)

- ***Motion carried***

New Motion:
"The Owners Corporation grants special privilege to Unit 106 for the EV charging installation on condition that the installation is modified to comply with the Viridian EV charging rule approved at this meeting."
(refer Item 10)

- ***Motion carried***

GENERAL BUSINESS
ITEM 18 - Any other business as provided to Grady Strata and Facilities at least 7 working days in advance of the meeting.

No General business was raised by owners in correspondence.

Items raised from the floor

Pigeons

Owners noted that while roof works have addressed pigeon access to cavities, they remain an ongoing nuisance and require removal.

The Chair noted that action is intended for the new year and activity was held pending the roof works which anticipated the disturbance to nesting and the closing of many cavity access points while trades were on site.

Balcony replacement

Owners noted that high priority balcony works are continuing though many balconies remain to be addressed that are long term issues. Owners questioned when reduced priority balcony areas would be considered for remediation works.

The Chair noted that the intent of the works program is that we work from the top and down to enable scope to resolve water ingress into lower areas.

Those high priority upper level areas have not been completed though it is in scope to move on to reduced priority areas and replace all balcony tile surfaces.

Hard flooring

Issue has been raised by an owner in relation to the perceived impossibility from opinions expressed by two acoustic sound testing professionals that it is impossible for any hard flooring product used to meet the required sound standards contained in the Viridian rules. The suggestion is that the rules are unreasonable and unfair to owners seeking to modernise and adopt hard floor installations.

Discussion among owners and previous EC members noted that significant research and testing had been conducted and OC funds expended in establishing the Viridian flooring rule, in addition to legal precedent set for the Viridian.

The owners undertook to further engage on the issue with the incoming EC.

Louvres

Owners noted that a solution to the inoperational adjustable louvres remains outstanding.

The removal of the louvres would require Owners Corporation approval - not just affected Unit owners.

This will be discussed by the 2026 EC.

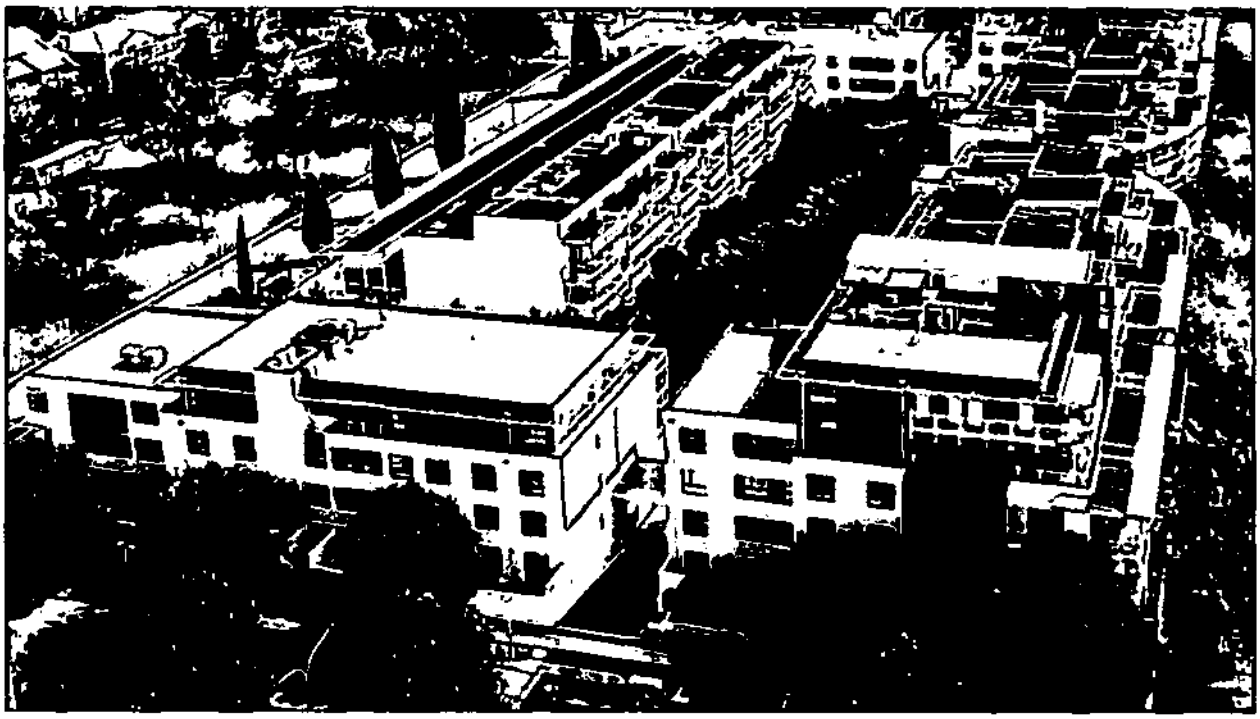
MEETING CLOSE 8:00pm

OWNERS CORPORATION RULES
UNITS PLAN NO. 2839

Approved
AGM 2 December 2025

THE VIRIDIAN

45 - 47 Wentworth Ave
51 – 55 Dawes St
54 – 56 Printers Way
50 – 56 Eyre St
KINGSTON ACT



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Introduction

Who is bound by these Rules?

Under section 107 of the *Unit Titles (Management) Act 2011* (the UTM Act), there is an agreement between the Owners Corporation and its members, and between each member and each other member, to be bound by the Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules).

An occupier of a unit (who is not the owner of the unit) is also bound by each rule of the corporation as if they were the owner of the unit, except in relation to payments to a general fund or a sinking fund; or if the rule provides otherwise.

If the unit owner does not occupy the unit, e.g. a landlord, they are liable separately and together with an occupier of the unit, e.g. a tenant, for any breach of these Rules, unless they prove that they took reasonable precautions to prevent the breach.

Under section 35 of the UTM Act, the Executive Committee (EC) exercises the functions of the Owners Corporation.

OWNERS CORPORATION RULES - UNITS PLAN NO. 2839
THE VIRIDIAN RULES

Section 1 Default Rules

Schedule 1, *Unit Titles (Management) Regulation 2011*.

Section 2 Alternative Rules

Under the legislation, the Alternative Rules may only amend Default Rule 1.4, Rule 1.5 and Rule 1.6, and may provide for any other matter that is consistent with the UTM Act and the Default Rules, as amended by the Viridian Rules 2017 which were in place before the Default Rules took effect.

Section 3 General Information for residents

This Section contains certain Viridian Rules that were approved by the Owners Corporation on 3 December 2025, with minor changes. They provide general information which is no longer consistent with the meaning of Rules under the 2020 changes to the UTM Act and Regulation but continue to apply as a result of the transitional provisions in section 169 of the UTM Act.

1. Default rules

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

(a) in accordance with the express permission of the owners corporation by special resolution; and

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

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

(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

1.5 Pets in units

(1) A unit owner or occupier (the ***"pet owner"***) may keep an animal, or permit an animal to be kept, within the unit if—

(a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

(b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and

(c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

(d) the pet owner cleans any area of the units plan that is soiled by the animal; and

(e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

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

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

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

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

(4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

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

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

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

(4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

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

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

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

(a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or

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

(4) The executive committee may give a written authority to a person to represent the corporation under this rule.

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

2. Alternative Rules

Consistent with Default Rule 1.3:

2.1. Repairs & maintenance - other matters

(1) To avoid water building up and causing damage to other units and the basement garages, owners, occupiers or users must ensure that the drains on balconies and in courtyards and any taps and hoses are unblocked and in good repair.

(2) Owners, occupiers or users of units should keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

(3) An owner or occupier of a commercial unit is responsible for commercial waste removal, the cleaning of any grease traps and the maintenance and cleaning of the exhaust system.

2.1.1. Air Conditioners

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

(2) Unit owners must ensure individual air conditioning systems are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.

(3) Unit owners must seek approval from the Executive Committee to replace an air conditioner. If the air conditioner condenser to be replaced is located on the roof:

(a) the owner is responsible for the costs incurred for accessing the roof to remove the original unit and install a replacement unit;

(b) approval will be required for trades people to access the roof. Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols;

(c) the replacement unit is to be installed in the space left vacant by the original unit;

(d) details of any proposal to vary from paragraphs (a)-(c) must be provided in the application for approval.

(4) The Strata Manager and Executive Committee will make every effort to inform an owner who has sought approval to replace an air conditioner on the roof of any known opportunities for cost sharing with another owner.

2.2. Erections and Alterations

Consistent with Default Rule 1.4:

(1) Permission is not required to be sought for the erection or alteration of a fit out within a commercial unit, provided it is in accordance with the requirements of any applicable territory law, and does not:

a) impact on the structure of the building, or have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

b) permanently attach to the structure of the building, the common property, common infrastructure or another unit.

(2) One external sign may be erected in a location immediately above or adjacent to the entry to a commercial unit in a design approved by the Executive Committee.

(3) Signage and display material relevant to the commercial activities may be placed in the windows of a commercial unit.

(4) The only grounds on which the Executive Committee may object to a sign is on the basis that it:

a) compromises the original architectural aesthetics of the building; or

b) could reasonably be determined that it may cause material structural damage to the building.

(5) The Guidelines for Erections and Alterations at Appendix A set out the requirements and provides the application form for owners seeking approval under this Rule. They are also available from the Strata Manager and at www.viridianatkingston.com.

Floor covering

(6) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit, as set out in 2.2(7) (also see Rule 1.10).

(7) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering (except kitchens, bathrooms, toilets and laundries), and it is in the interests of the peaceful enjoyment of all residents that replacement floor coverings are of a similar acoustic standard. Acoustic testing in the Viridian in 2022 demonstrated that original carpet and underlay achieved 22dB. The impact isolation of floors between tenancies required for all flooring in the Viridian is an LnTw of ≤40dB, measured in accordance with AS/NZS ISO 140.7: 2006 Acoustics – Measurement of sound insulation in buildings and of building elements, Part 7: Field measurements of impact sound insulation of floors and rated in accordance with AS ISO 717.2-2004 Acoustics – Rating of sound insulation in buildings and of building elements, Part 2: Impact sound insulation.

(8) Owners who are considering replacing floor coverings with other than wall to wall carpet on an underlay are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the owner's unit, e.g. the combined hardwood/vinyl and acoustic underlay, any additional buildup of the concrete slab, wall and/or ceiling insulation, etc will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area.

(9) The test report must be from a current member of the Association of Australasian Acoustical Consultants or the Australian Acoustical Society and must include photographs of the test setup and all recorded data. The owner seeking the flooring replacement is responsible for the cost of the acoustic test and report.

(10) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and responding to future noise complaints. This responsibility transfers to future owners of the unit. The Viridian's Building Insurance policy has an exclusion for hard flooring, therefore owners should hold their own insurance policies for such flooring.

(11) The Strata Manager will contact neighbours to seek access to neighbouring units for acoustic testing. The provisions of Rule 1.12 can apply to arranging such access.

(12) Hard flooring systems that were approved at the time this Rule takes effect remain approved under the Rules that applied at the time of their installation. However, permission for their installation does not extend to any subsequent alterations or replacement, ie a new permission will be required under these Rules for any replacement of existing flooring.

(13) All works permitted and completed under this Rule will be recorded in the *Alterations Register* maintained by the Strata Manager.

(14) In accordance with Rule 2.6(3), all owners should confirm the installation date with the Strata Manager at least 48 hours prior to the installation of any new floors, carpet or hard flooring.

2.3. Courtyards and balconies

(1) Owners, occupiers or users must observe any maximum load limits applying to the floors and balconies in their unit and the common property. Spa baths are permitted only in accordance with the express permission of the Executive Committee.

(2) Trees and plants in courtyard garden beds and on balconies have the potential to impact adversely on structures such as retaining walls, courtyard walls, metal work and the car park, as well on neighbouring units. To contain this:

(a) Cordyline australis and 'Mop Top' Robinia pseudoacacia are examples of trees that are likely to cause problems and are not permitted;

(b) The size of trees and shrubs must be limited to 2.5m in height and have a diameter of no more than 15cm at 0.3m above the top of the garden bed or balcony floor;

(c) Plants, trees, planter boxes and pot plants must be kept within the boundary of each courtyard, unit and balcony.

2.4. Common property - other matters

(1) Owners are responsible for the cost of:

(a) repairing any damage to common property or the property of other units caused by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly;

(b) additional garbage collections or clean up resulting from the failure to comply with these Rules by owners, their tenants, guests, or trades people engaged by them, either directly or indirectly.

(2) Unit owners must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee, e.g. piping, conduits, cables.

(3) Owners, occupiers or users must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.

(4) Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols.

(5) Items that are not the property of the Owners Corporation must not be stored or left on common property without written permission from the Executive Committee.

(6) The Owners Corporation cannot accept responsibility for any personal property removed from, damaged on, or stolen from common property areas, e.g. prams, bicycles.

2.4.1. Electric Vehicle Charging

2.4.1.1. Authority to approve

Viridian owners who wish to charge an Electric Vehicle (EV) in the basement car park will need to apply for approval from the Owners Corporation (OC) at a General Meeting. The application is to be for *Installation of a Private PowerPoint primarily for EV Charging* and must comply with the conditions set out in this Rule.

Owners should submit their completed application to the Executive Committee through the Strata Manager. The Executive Committee will assess it against this Rule and if it is compliant, prepare a motion for the next scheduled General Meeting where the OC will consider whether to grant special privileges in relation to common property under s. 112A of the *Unit Titles (Management) Act 2011* (the UTMA). The affected common property includes where cabling/conduit and the powerpoint is placed, modifications made to the unit's power board and the impacts on the Viridian's electrical infrastructure.

Once approved, applications will be incorporated into a Special Privileges rule, incorporated into the Viridian Rules and registered in accordance with s.108 and s.108A of the UTMA.

The conditions of approval for charging an EV in the Viridian complex are set out below.

2.4.1.2. Private powerpoint (GPO) connected to owners' individual electricity meter

(a) The private powerpoint must be a single phase 10 Amp powerpoint, connected exclusively to the owner's individual unit electricity meter for the primary purpose of charging an EV;

(b) The powerpoint must be located within the applicant's allocated car space (per the unit entitlement) in the basement garage;

(c) A maximum of one (1) single 10 Amp powerpoint per unit is allowed;

(d) The application for installation describe the placement within the Unit entitlement. Refer to the Example GPO illustrations for an owner's preferred GPO placement.

(e) The needs of the OC will always take precedence over the electrical supply to an individual owner for EV charging.

2.4.1.3. Approvals and Standards

(a) Prior to commencing any works, the owner must:

(i) Obtain all necessary approvals, permits, and certifications required by law;

(ii) Engage the licensed electrician approved for this purpose by the Strata Manager to carry out the installation;

(iii) Provide the OC with plans and specifications of the proposed installation to the owner's individual electricity meter, and any modifications to the power board, a diagram showing cabling and any use of the common property, eg walls, cable trays, ceilings, etc;

(iv) All works must comply with the National Construction Code of Australia, relevant Australian Standards, and ACT legislation.

2.4.1.4. Responsibility for Costs

(a) The Owner must bear all costs associated with the application and installation:

(i) Installation of the powerpoint and related wiring;

(ii) Any upgrade or modification required to the owner's electrical meter or any shared meter board, if such modifications are approved by the OC;

(iii) Other measures required to comply with ACT Fire & Rescue Guidelines and recommendations, the Building Insurance provider, ACT Government directions & guidelines, and/or the OC;

(iv) Ongoing maintenance, repair, and eventual removal of the installation;

(v) Any damage caused to common property or other units as a result of the installation, its use, or removal;

(vi) The OC's reasonable costs, fees or expenses in having relevant experts review the installation, plans, specifications and/or supporting documents.

2.4.1.5. Ownership and Maintenance

(a) The installation remains the property of the owner of the unit.

(b) The owner is solely responsible for the proper use, operation, repair, and maintenance of the installation.

(c) The OC is not responsible for insuring or maintaining the installation.

(d) The installation must be removed at the owner's expense upon sale or transfer of title unless the buyer signs an agreement to abide by the existing terms already approved by the OC for the unit.

2.4.1.6. Liability and Indemnity

(a) The owner indemnifies and holds harmless the Owners Corporation and other unit owners from any claims, costs, damages, or liabilities arising from the installation, use, or removal of the powerpoint.

(b) The owner must maintain appropriate insurance for the installation and provide evidence of such insurance to the OC after installation has been completed and upon request.

2.4.1.7.Removal or Rectification

(a) If the installation is no longer required, or if it becomes unsafe or non-compliant, the owner must remove it at their own cost and restore affected common property to its original condition to the satisfaction of the OC.

(b) If the Owner fails to do so, the Owners Corporation may carry out the removal or rectification and recover the costs from the owner as a debt.

2.4.1.8.Agreement

(a) Prior to commencing any works, the owner must sign an agreement accepting the terms and conditions of approval under this Rule.

(b) The approval will be suspended if any of the terms of approval are not met or if any electrical overload or interruption to building power occurs. It may be reinstated subject to measures being implemented, such as introducing EV charging at designated hours, outside peak demand periods, and to be determined by the EC.

2.4.2. Garages

(1) According to the Building Code of Australia, garages are non-habitable space and are not required to be waterproof.

(2) Power cords and extension cords may be unsafe in this environment. Power points in the garages are provided primarily for building maintenance use. Any owner who wishes to utilise these power points must contact the Strata Manager to seek Executive Committee approval for minor use, eg non-exclusive, infrequent, short term, low risk use, and will require current Test & Tag connections at the owner's responsibility and cost.

(3) All vehicles must be parked within the car space(s) allocated to the respective unit. Parking of vehicles must not cause obstruction or impede another vehicle's access.

(4) To avoid obstructions and impediments to vehicles, as well as for protection against fire risks, loss and any damage, personal items are to be stored inside storage sheds. Owners who store valuables in the garages or storage sheds do so at their own risk (see Rules 2.4.2(2) and 2.4.4(1)).

(5) Drivers should take extra care on approaches to and from the car parks and avoid standing for prolonged periods near the gates.

(6) Bicycle racks are located in the garages for the use of residents. Bikes must be tagged with the unit number of the owner. This is to enable the Executive Committee to identify any abandoned bikes and remove them to maximise the space available for current residents.

(7) The Executive Committee will attempt to contact owners of any apparently abandoned bikes, however, if the bike is not tagged with a unit number, they may remove it from the bike rack. If no one has claimed the bike within three months, the Committee may take steps to dispose of the bike.

2.4.3. Security

(1) It is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are aware of the access arrangements and follow them at all times (see 3.3, Access Arrangements).

(2) In the basement garages, also not secure areas, owners, occupiers and users are responsible for the security of their motor vehicles, motorcycles, bicycles and items stored in storage sheds and their car spaces.

(3) External entry doors to the residential areas of the complex must be locked at all times. These doors and the fire doors must not be propped open or interfered with in any way.

(4) No one should allow another person to tailgate into the foyers, lifts or garages or otherwise provide access to anyone they do not know.

(5) The loss of an eDevice, fob or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager (see Rule 3.3(5) before replacing a key.)

(6) Footage from the security cameras may be accessed only in response to a security incident or a reported breach of these Rules. Privacy is a primary consideration in both the placement of cameras and in response to any requests for access to footage. Requests should be submitted to the Strata Manager. A Register is maintained of the date security footage is accessed, by whom and the reason.

(7) In the event of a security incident, owners, occupiers or users should:

(a) report it to the appropriate authority (even if it is considered to be minor, the report may useful for local area crime statistics and therefore resource planning); and

(b) report it to the Strata Manager so the Executive Committee is in a position to identify if any action should be considered for the complex.

2.4.4. Insurance

(1) Owners and occupiers should hold their own insurance policies for coverage of any incidents that may arise within their units, on unit subsidiaries, and on the common property, including in storage sheds and car spaces in the garages.

(2) In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary preliminary investigations. The Owners Corporation will pay for initial costs associated with those investigations. The Executive Committee will then determine the further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner, occupier or user, or the Owners Corporation.

2.4.5. Selling and leasing

(1) Owners who are selling their unit must:

(a) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent and potential buyers are familiar with the agreement that they will enter into should they purchase the unit;

(b) ensure any marketing or advertising connected with the sale of their unit conforms with these Rules;

(2) Owners who intend to lease their unit/s must provide to their leasing agent a copy of these Rules to ensure they are familiar with them. They should also instruct the agent to offer the Rules to prospective tenants and ensure they are aware that, should they occupy the unit, they will be bound by them as if they were the owner of the unit (see Introduction - Who is bound by these Rules?).

(3) Owners who wish to sell or lease their unit must not display or install, or permit to be displayed or installed, any 'For Sale' or 'For Lease' signs on any part of the common property.

(4) 'Open for Inspection' signs connected with any unit for sale or lease may only be erected during inspection times and must be promptly removed at the end of an inspection period on any given day.

2.4.6. Commercial use of residential units – short-term leasing, AirBnB, etc

(1) In recognition of the potential impact on neighbouring units and the common property of short stay accommodation arrangements, owners should provide prospective occupiers with a copy of these Rules, particularly drawing to their attention the provisions about noise, nuisance, security, smoking, etc. (see Introduction - Who is bound by these Rules?)

(2) Unit owners who wish to lease their unit for short stay accommodation should advise the Strata Manager and provide their contact details or those of an agent, so that their unit number may be added to a Register maintained by the Strata Manager.

2.4.7. Garbage & the common property

(1) Owners, occupiers or users must not dispose of any furniture, refuse, rubbish or recyclable material on common property except in the appropriate receptacles provided for that purpose.

(2) Commercial waste must not be placed in any common property areas other than those allocated for commercial units.

(3) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling. They are not to be used for commercial waste.

(4) No building or demolition material of any kind is to be placed in the Viridian's garbage rooms, garbage skips, or recycling skips.

2.5. Nuisance or annoyance – other matters

Consistent with Default Rule 1.9:

(1) An owner, occupier or user must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges.

(2) Smokers are reminded to consider their neighbours when smoking on balconies, including taking butts and ash trays indoors so they do not blow onto nearby balconies and courtyards.

2.6. Noise – other matters

Consistent with Default Rule 1.10:

(1) To avoid causing substantial annoyance to neighbours, owners, occupiers or users should be particularly sensitive about making noise or permitting noise to be made between 10pm and 8am.

(2) Owners, occupiers or users of a unit must not allow building works that make such noise as might be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit:

  (a) outside the hours of 8.00am and 4.00pm, Monday to Friday;

  (b) 9.00am and 1.00pm on Saturdays;

  (c) at any time on Sundays or public holidays; and

  (d) particularly disruptive works, such as concrete drilling, ongoing hammering, etc are to be undertaken between 9.00am and 4.00pm Monday to Friday only.

(3) Written notice of any activities covered by this Rule should be given to the Strata Manager at least 48 hours in advance to allow for neighbours to be informed.

2.7. Debt collection

(1) If the Owners Corporation incurs legal and/or other costs in any legal or administrative action against an owner, including action to recover amounts owing pursuant to section 95 of the *Unit Titles (Management) Act 2011* then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the owner shall be liable to pay the Owners Corporation the full amount of the legal fees and/or other costs incurred in the legal or administrative action.

(2) Any monies which are payable pursuant to Rule 2.7(1) shall be a debt enforceable by the Owners Corporation against an owner.

(3) Notwithstanding Rule 2.7(1), the Owners Corporation shall not be entitled to recover any legal fees and/or other costs from an owner unless the Owners Corporation first provides to the owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation.

(4) If the owner fails to pay the legal fees and/or other costs in accordance with Rule 2.7(1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit under section 96 of the *Unit Titles (Management) Act 2011*.

2.8. Execution of documents

(1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

(2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.9. All Strata-related correspondence to be sent by email

(1) For the purpose of giving notice of a general meeting under section 3.6 of Schedule 3 of the *Unit Titles (Management) Act 2011*, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

(2) Meeting minutes, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

3. General Information for Viridian residents

3.1. The Viridian's appearance

Consistent with Default Rule 1.3

(1) Owners, occupiers or users should report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.

(2) Owners, occupiers or users should not install any custom window coverings, including awnings, bars, security screens or fly screens, which can be seen from the exterior of the building or common property, without considering their appearance from the exterior of the unit. As a guide, the frames of security screens to courtyard and balcony doors should be charcoal in colour and the screens should not have patterned grills.

(3) Items that are not permitted on balconies and in courtyards include: indoor furniture, such as lounges; privacy screens; bamboo fencing; fixed clotheslines; and items that hang from metal framework attached to the structure of the building, such as hammocks.

(4) Draping rugs, mats, blankets or clothing over balcony railings or courtyard walls is also not permitted.

(5) Small, neat, portable clothes racks that are capable of being removed are permitted on balconies and in courtyards as long as they are removed when not in use and not left in place for prolonged periods of time.

(6) Padded curtains are available to protect the lifts during the movement of large items. Please contact the Strata Manager at least two business days in advance to arrange timely installation before the arrival of removalists or trades people.

(7) Owners are responsible for inspecting hallways and lifts prior to trades people leaving each day and for doing any required cleaning and/or vacuuming. While building works are in progress, excessive dust is likely to be created and carried outside the unit, so the door from the unit to common areas must be closed during the works. Trades people are to use protective mats between the door of the unit and the lift or foyer and remove them when they leave for the day. Cleaning directions from the Strata Manager must be carried out promptly.

3.2. Common services - hot water, free to air TV, Foxtel

(1) The hot water plant for the Viridian complex is centralised. It is managed by the Owners Corporation with the cost of operating and maintaining the plant split proportionally between unit owners, based on unit entitlement.

(2) Free to air TV is delivered via antennae and hubs on the common property and secondary hubs, Intra hubs, that are located within units. All in-unit costs are borne by individuals.

(3) Foxtel may be installed at the expense of owners through individual subscriptions. It is available via ports in each apartment, in the Intra hub box, and is delivered to the complex via a central Foxtel satellite receiver. Please note that this is a single cable feed and is therefore unable to deliver an IQ HD signal. Standard Foxtel boxes are compatible.

(4) Power points in the garages are not for individual use (see Rule 2.4.2(2)).

3.3. Access arrangements

(1) As noted in Rule 2.4.3, it is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are familiar with the access arrangements and follow them at all times.

(2) The Viridian's access control and monitoring system includes:

(a) eDevices – called Airkeys, remotes or fobs – to access external entry doors, lifts to specific floors and the basement garages;

(b) keys to access stairwells and individual units (see Rule 3.3(5) if replacing your key); and

(c) security cameras in the garages and driveways.

(3) The loss of an eDevice or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager.

(4) Replacement and additional eDevices may be purchased through the Strata Manager.

(5) The key to an individual unit also opens the fire door from inside the stairwell to the relevant floor, giving residents access to their floor via the stairs or the lift. It is important to take this into account if you decide to replace the key to your unit, i.e. to ensure you are able to access your floor in the event that the lift is unavailable.

(6) No key is required to open the fire door and exit your floor via the stairwell, as this is a fire exit.

(7) An owner or a person authorised by the owner may install on the owner's property, but not on the common property:

(a) A locking or other safety device for the protection of the owner's unit against intruders, subject to any external requirements such as fire safety standards, see Rule 3.1(2) on screens for doors and windows;

(b) Any structure or device to prevent harm to children or pets. If it is visible externally to the unit, the owner should contact the Strata Manager to seek the approval of the Executive Committee.

3.4. Wildlife & pests

(1) Owners, occupiers or users should not feed possums, erect bird feeders or otherwise feed birds on balconies, in courtyards or on common property as they have the potential to attract pests.

(2) A regular cycle of spraying around the common property to protect against pests occurs at regular intervals. Notification is sent to all owners in advance.

3.5. Recycling

(1) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area.

(2) Care needs to be taken to avoid contamination of the recycling materials with garbage and other waste. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all owners, occupiers and users, as well as contractors is essential for effective recycling.

(3) Owners, occupiers and users must dispose of animal litter products in an appropriate manner – secured in a bag and placed in the general waste bin, not the recycling bin.

(4) Bulky items that can be recycled must be disposed of at the appropriate recycling station, e.g. removal cartons and packaging materials. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate waste disposal point (more at www.accesscanberra.act.gov.au/city-services/recycling-and-waste).

Appendix A - Guidelines for Erections & Alterations

General

(1) For the purposes of these guidelines, 'erections and alterations' includes any building works, renovations, improvements, installations, repairs and additions to a unit that:

a. may impact on the structure of the building, or

b. may have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

c. are to be permanently attached to the structure of the building, the common property, common infrastructure or another unit, or

d. may affect the external appearance of the unit or the Viridian complex.

(2) All works permitted and completed under these Rules will be recorded in the *Alterations Register* maintained by the Strata Manager.

(3) Minor works such as the painting of walls or minor changes within a unit that have no impact on noise, the structure or appearance of the building or on common property do not require specific approval.

(4) Upon completion of erections and alterations, the owner is required to provide to the Strata Manager:

(a) evidence of the materials installed in the unit;

(b) confirmation from the place of purchase and/or installer that the flooring has been installed in accordance with the manufacturer's instructions;

(c) For flooring in kitchens, bathrooms, toilets/powder rooms and laundries, written confirmation that the areas have been appropriately waterproofed, ie evidence that the existing membrane has not been compromised, or that a new membrane has been applied.

Hard flooring, including wood and tiles

(5) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering, and it is in the interests of the peaceful enjoyment of all residents that carpet continues to be the preferred floor covering for all rooms (except kitchens, bathrooms, toilets and laundries).

(6) Rule 2.2 sets out the requirements and processes for any owner who wishes to replace floor coverings with tiles, floorboards or any other form of hard flooring. The requirements are for the benefit of all residents, to ensure that after installation there is minimal difference in sound transmission from the carpet and underlay that was installed as part of the original design and fit out of the Viridian complex.

(7) Applications for the EC's permission to replace floor coverings are required to provide an acoustic test report (Rule 2.2(7)). This acoustic test requirement does not apply where the flooring change is to install wall to wall carpet on an underlay. The application must also include:

(a) A statement describing the method of laying, fixed or floating, for building insurance purposes;

(b) Confirmation that the flooring will be installed in accordance with the manufacturer's instructions;

(c) Written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary.

(8) The acoustic test report must be for the actual apartment for which the change of flooring is proposed. This is because acoustic resilience varies with building structure, and some flooring that delivers an LnTw of ≤ 40dB in some complexes or some areas of the Viridian complex may not perform to the same acoustic level in another complex or even another unit in the Viridian. The Strata Manager can provide on request a copy of a report conducted on the concrete slab in one area of the complex to assist the acoustic expert who is to conduct the test.

(9) Applications to replace flooring in wet areas, such as kitchens, bathrooms, toilets/powder rooms and laundries, are required to address how water proofing membranes will be treated to ensure they will not be compromised.

(10) As set out in Rule 2.4(1), owners are responsible for any costs arising from clean up, damage and garbage disposal required because their trades people and workers failed to comply with the Rules. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

The Approval Process

(11) The EC's decision to approve a proposal from an owner for erections or alterations will be based on the completed Application Form and the supporting documents provided to the Strata Manager.

(12) Works may not commence until the approval is granted. Therefore it is in the interests of owners to provide comprehensive information to support the Application Form. Depending on the nature of the works, owners should anticipate the need to provide:

(a) sketches or plans of the proposed modifications with a clear indication of their location and how the proposed works will affect the appearance of the property, including any part of a proposed structure that will be visible externally;

(b) a sample of colours proposed to be used on structures, accompanied where possible by colour charts or brochures;

(c) plans and specifications for the proposed works prepared by suitably qualified persons, e.g. a structural engineer to address any impacts on the structural integrity of the building;

(d) permits, approvals or consents required for the proposed works under territory laws;

(e) confirmation that appropriately qualified trades people will be used, and/or that manufacturer's requirements and guidelines will be followed;

(f) confirmation that the proposed works will not affect adversely any fire safety and/or physical safety aspects of the property;

(g) details demonstrating that the proposed works relates to sustainable infrastructure;

(h) a schedule of the timing of the works and any special requirements that may cause disturbance to other residents of the complex during installation with the proposed dates and times.

(13) The owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review the plans, specifications and/or supporting documents if such review is a condition of approval or otherwise considered necessary.

(14) In signing the Application Form, the owner agrees to indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the works. Owners and contractors must have their own insurance.

(15) Written authorisation for inspection by a member of the EC and/or their representative to enter the unit for the purposes of the approval process and/or to follow up after completion, eg to confirm the conditions of approvals have been met, that approved products or materials have been installed, inspect waterproofing, etc.

(16) On receipt of a completed Application Form for erections and alterations, the EC may approve the request, or, due to Special Privilege considerations, eg it impacts on the common property and/or infrastructure, or due to the significant impact of the proposal, eg on the property or neighbours, may decide to put a motion for its consideration on the agenda for the next General Meeting. Any such motion will be distributed with all documents submitted by the owner in support of the application.

(17) Such applications will be considered at the next scheduled General Meeting unless the owner agrees in writing to pay for the administrative costs of convening an earlier meeting to consider the request.

(18) Approval of an application, either by the Executive Committee or at a General Meeting, will include the following conditions :

(a) the owner must comply, and ensure their contractors comply, with applicable territory laws and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

(19) If an owner fails to adhere to any conditions of approval by the EC or the Owners Corporation, or fails to comply with any other aspect of the Viridian Rules, the erection and/or alteration is not approved and the Owners Corporation may require remediation or removal to be made at the owner's expense.

APPLICATION FORM – Erections and Alterations

I/we, ... , the owners of unit ....., seek the approval of the Executive Committee to the following erections/alterations:

.....

.....

.....

.....

The following documents are provided in support of the application:

.....

.....

.....

.....

.....

We would like the works to commence on..... (date). *Note: The EC's approval is dependent on the provision of all supporting information with this application.*

I/we

1. have read and agree to comply with the Owners Corporation Rules – Units Plan 2839 (December 2025) which include the Guidelines for Erections and Alterations, and accept that this application will be assessed on that basis;
2. acknowledge that I/we are bound by the Owners Corporation Rules – Units Plan 2839 under section 107 of the *Unit Titles (Management) Act 2011;* and
3. indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the building erections and/or alterations at the above address and have attached proof of insurance.

Signed ..... Date.....

Name .....

Executive Committee Use only

The above application was considered by the Executive Committee on ..... and is:

☐ **Approved, subject to the following**:

(a) the owner must comply, and ensure their contractors comply, with any applicable territory law and the plans and specifications relating to the works; and

(b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.

☐ **Approved, subject to the above & the additional conditions attached.**

☐ **Referred to a General Meeting of the Owners Corporation.**

☐ **Not Approved.** Reasons are attached, noting the relevant Rule/s.

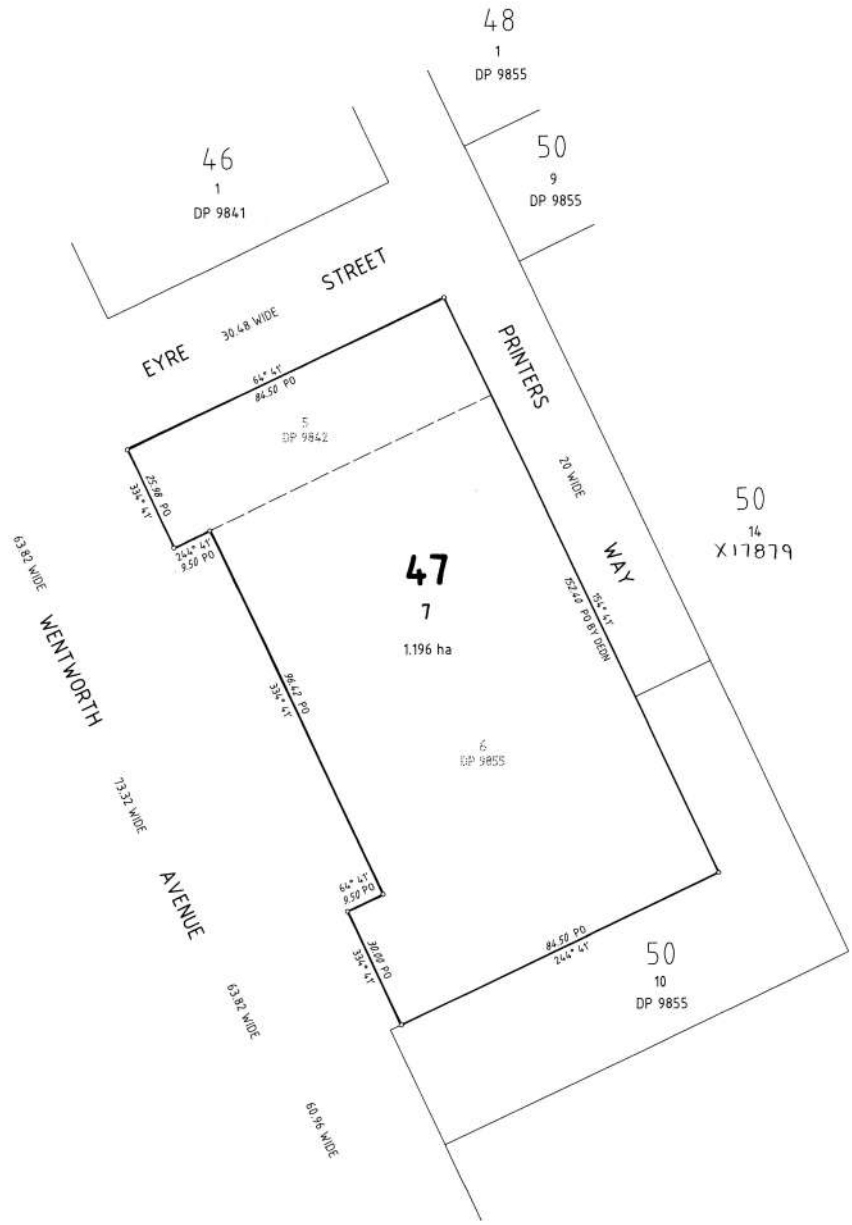
Signed on behalf of the Executive Committee

Signed ..... Date.....

Name .....

Contact details for the Strata Manager

Grady Strata & Facilities
Unit G2 / 65 Canberra Avenue, Griffith
Phone: 02 251 1214
Email: andrew.rose@gradystrata.com.au



REFERENCE MARKS

~~Denotes CP in road LB3 radially from TP~~
~~" CD " " LB3 " " TP~~
~~" PLAQUE IN KERB~~
~~" DEEP DRIVEN ROD~~
~~" CH&V IN KERB~~
(Except as otherwise shown)

Azimuth: ~~A-B~~ (Strom)

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

Field Books:

I JOHN WARREN FOXLEE of CANBERRA
a surveyor registered under the Surveyors Act 2001 hereby certify that ~~the survey represented on~~ this plan is accurate and has been made in accordance with the Surveyors Practice Directions 2003 and was completed on 14 October 2003.
* Compiled from DP's 9842 & 9855

(Signature) 15/10/03
Surveyor registered under the Surveyors Act 2001

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

R. Harman 18-11-03
for Commissioner for Surveys

PLAN OF
BLOCK 7 SECTION 47
BEING A CONSOLIDATION OF BLOCKS 5 & 6 SECTION 47

DIVISION: KINGSTON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 750
0 10 20 30 40 50 Metres

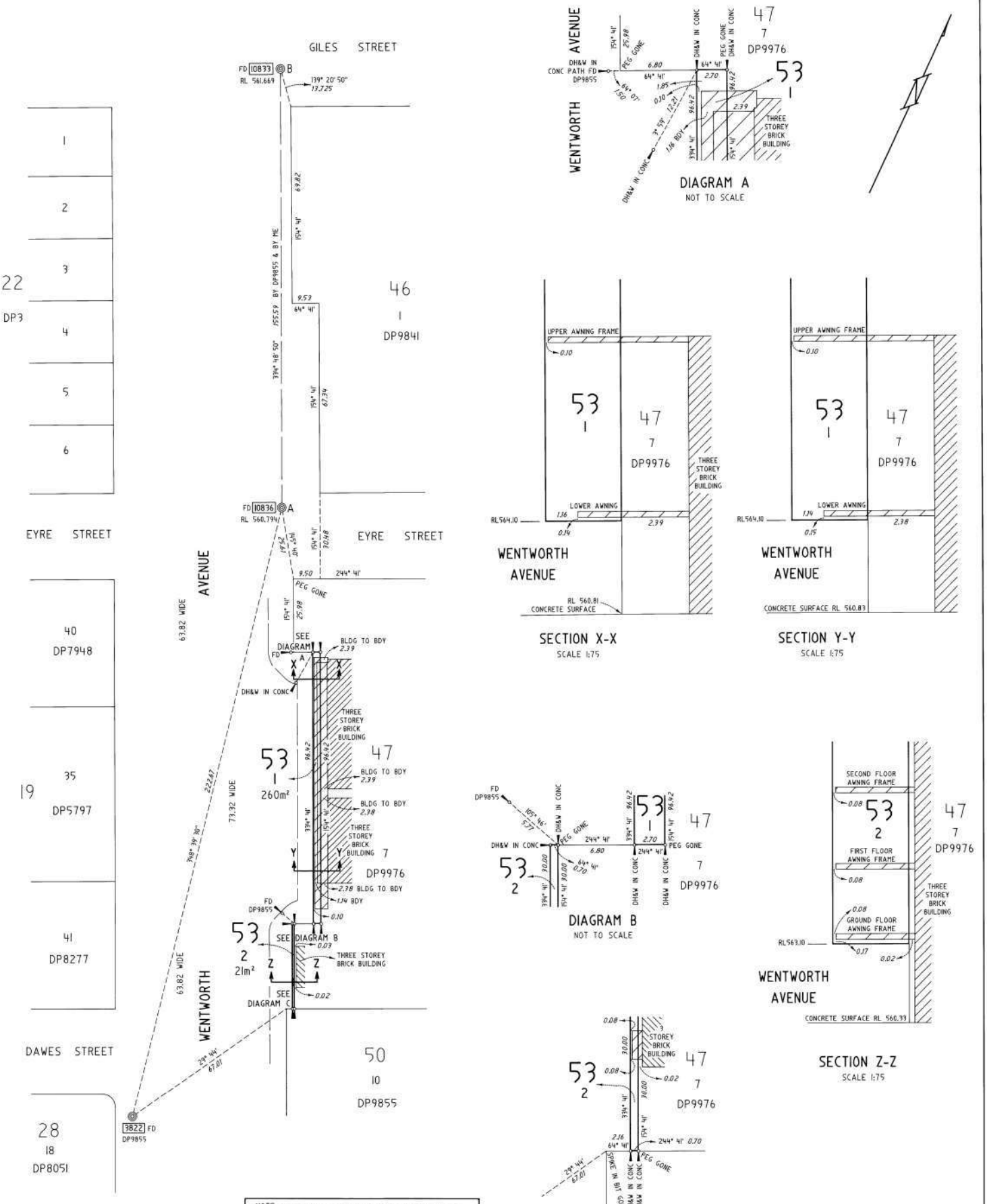
Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the SIXTEENTH day of DECEMBER 2003 at — minutes past TWO o'clock in the AFTER noon
Approved

Registrar of Titles

DEPOSITED PLAN
9976
AMENDS DP's 9842 & 9855

*SC ADC

X17874A


GILES STREET
FD 10833 B
RL 561.669
139° 20' 50"
13.725
69.82
154° 41'
155.59 BY DP9855 & BY ME
334° 48' 50"
9.53
64° 41'
67.34
46
1
DP9841
22
DP3
1
2
3
4
5
6
EYRE STREET
FD 10836 A
RL 560.794
19.52
334° 48' 50"
30.48
9.50
244° 41'
PEG GONE
25.98
EYRE STREET
AVENUE
63.82 WIDE
40
DP7948
35
DP5797
19
41
DP8277
SEE DIAGRAM A
FD
BLDG TO BDY 2.39
DH&W IN CONC
THREE STOREY BRICK BUILDING
53
1
260m²
47
7
DP9976
96.42
BLDG TO BDY 2.39
BLDG TO BDY 2.38
154° 41'
334° 41'
73.32 WIDE
223.67
348° 39' 30"
FD DP9855
1.14 BDY
0.10
53
2
21m²
SEE DIAGRAM B
0.03
THREE STOREY BRICK BUILDING
SEE DIAGRAM C
0.02
WENTWORTH AVENUE
63.82 WIDE
DAWES STREET
234° 44'
67.01
50
10
DP9855
28
18
DP8051
3822 FD
DP9855
NOTE: (1) BLOCKS 1 & 2 ARE STRATUM BLOCKS WHICH ARE PART AND PARCEL OF BLOCK 7 AND CANNOT BE SEPARATED THEREFROM
(2) BLOCK 1 IS LIMITED IN DEPTH TO REDUCED LEVEL 564.10 AND UNLIMITED IN HEIGHT
(3) BLOCK 2 IS LIMITED IN DEPTH TO REDUCED LEVEL 563.10 AND UNLIMITED IN HEIGHT
(4) REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM, ORIGIN OF LEVELS CRM 10836 - RL560.794
REFERENCE MARKS
Denotes CIP in road CB " " CB
" " LB3 " " TP
" PLAQUE IN KERB
DEEP DRIVEN ROD
" DH&W IN KERB
(Except as otherwise shown)
Azimuth: A-B (Stron)
Field Books: AQ33/2330
All Easements are 2.5 metres wide (Except as otherwise shown)
REPORT LODGED WITH COMMISSIONER FOR SURVEYS
I ANTHONY QUINN of ACT SURVEY PTY LTD, CANBERRA a surveyor registered under the Surveyors Act 2001 hereby certify that the survey represented on this plan is accurate and has been made in accordance with Surveyors Practice Directions 2003 and was completed on 15 APRIL 2005
(Signature) 15-5-05
Surveyor registered under the Surveyors Act 2001
I certify that this plan is the plan prepared in accordance with the Districts Act 2002.
R. Harman 16.5.05
for Commissioner for Surveys
PLAN OF
BLOCKS 1 & 2
SECTION 53
DIVISION: KINGSTON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY
SCALE 1:750
0 10 20 40 60 METRES
Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the twenty fifth day of July 2005 at ten minutes past ten o'clock in the fore noon
Approved
Registrar of Titles
DEPOSITED PLAN
10148
AVENUE
DH&W IN CONC PATH FD DP9855
PEG GONE
DH&W IN CONC
6.80
64° 41'
2.70
1.85
0.10
12.71
3° 59'
1.16 BDY
334° 41'
154° 41'
96.42
2.39
THREE STOREY BRICK BUILDING
WENTWORTH
DIAGRAM A
NOT TO SCALE
UPPER AWNING FRAME
0.10
53
1
47
7
DP9976
THREE STOREY BRICK BUILDING
LOWER AWNING
1.16
0.14
2.39
RL564.10
WENTWORTH AVENUE
RL 560.81
CONCRETE SURFACE
SECTION X-X
SCALE 1:75
UPPER AWNING FRAME
0.10
53
1
47
7
DP9976
LOWER AWNING
1.19
0.15
2.38
RL564.10
WENTWORTH AVENUE
CONCRETE SURFACE RL 560.83
SECTION Y-Y
SCALE 1:75
FD DP9855
105° 46' 57"
DH&W IN CONC
PEG GONE
244° 41'
6.80
64° 41'
53
1
96.42
334° 41'
154° 41'
2.70
47
7
DP9976
53
2
30.00
0.70
DIAGRAM B
NOT TO SCALE
SECOND FLOOR AWNING FRAME
0.08
53
2
47
7
DP9976
FIRST FLOOR AWNING FRAME
0.08
THREE STOREY BRICK BUILDING
0.08
GROUND FLOOR AWNING FRAME
RL563.10
0.17
0.02
WENTWORTH AVENUE
CONCRETE SURFACE RL 560.33
SECTION Z-Z
SCALE 1:75
0.08
3 STOREY BRICK BUILDING
30.00
53
2
0.08
0.02
47
7
DP9976
334° 41'
154° 41'
2.16
64° 41'
244° 41' 0.70
PEG GONE
24° 44'
67.01
DH&W IN CONC
DIAGRAM C
NOT TO SCALE

X18379A

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No. 1 OF 68 SHEETS

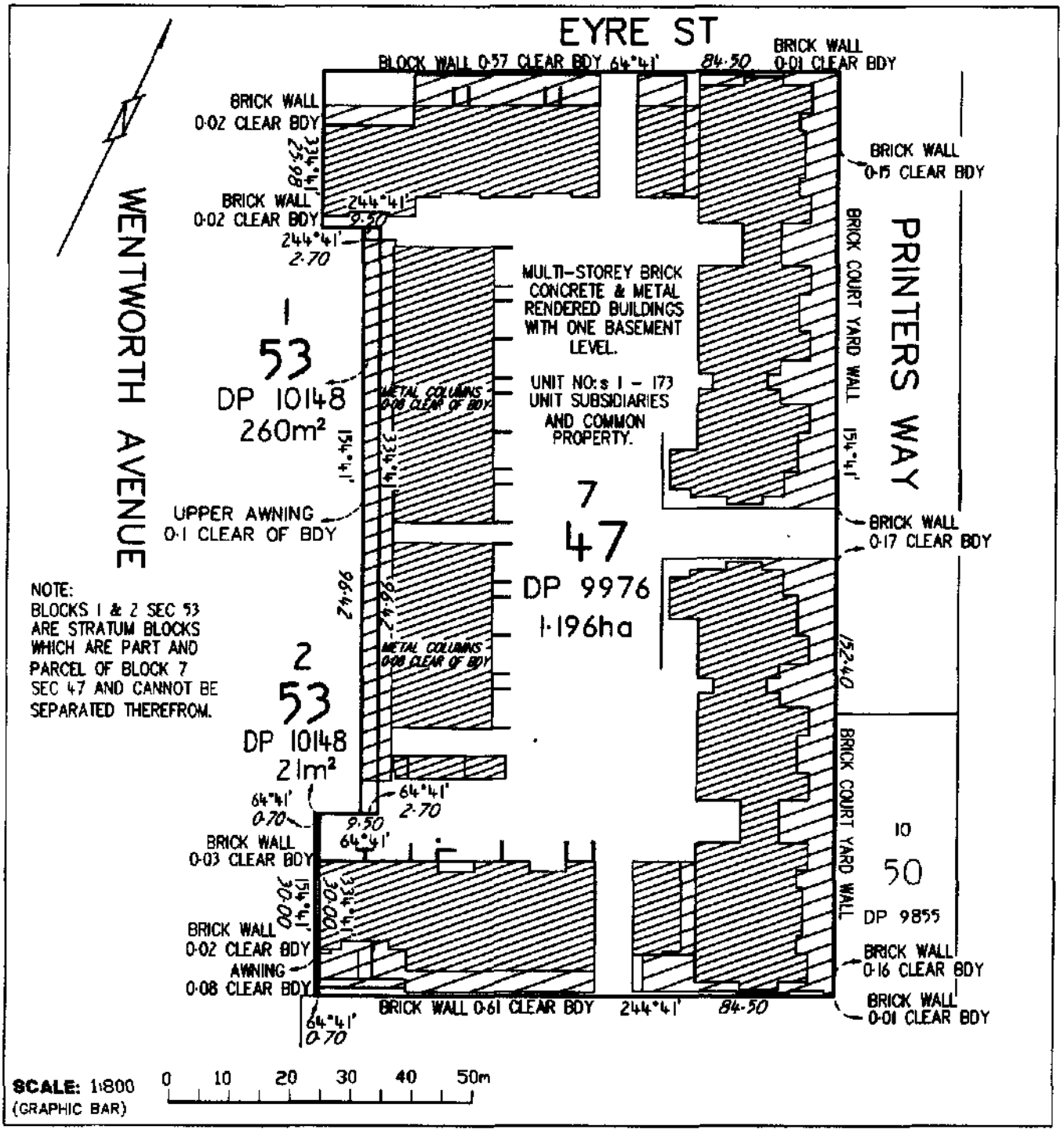
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☒ **SITE PLAN** ☐ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER ..... **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

Signed by ..... by ..... attorney ..... pursuant to Power of Attorney RN. ..... of which ..... has no notice of the revocation therof.

THE DEMA GROUP
Applicant

Andrew Spain
29/7/05
Registered Surveyor (please sign for site plan only)

DULCE LANDER
a delegate of the Planning and Land Authority in exercising its functions
Delegate of the Minister

FORM 1

AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

SHEET No...2...OF 68 SHEETS

LAND TITLES (UNIT TITLES) ACT 1970

SURVEYOR'S DECLARATION

UNITS PLAN NO 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	VOL-FOL	DEPOSITED PLAN NO.
KINGSTON	47, 53	7, 1 & 2	1740-52	9976, 10148

2. NAME OF MANAGER/CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

~~The DOMA GROUP~~ INDEPENDENT BODY CORPORATE
~~P.O. Box 5419, KINGSTON ACT 2604~~ 1ST FLOOR, 221 LONDON CCT
CANBERRA ACT 2601

40

3. SURVEYOR'S DECLARATION

I.....ANDREW BLAIR SPAIN.....

Of..... P.O. BOX 3977 WESTON CREEK ACT 2611.....

a surveyor registered under the Surveyor's Act 2001, hereby certify that-

1. the survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me/~~under my immediate supervision~~ (delete whichever is inapplicable) and was completed

   on...29th JULY 2005.....

2. the said survey is in accordance with the following Acts-
   (a) Unit Titles Act 1970;
   (b) Land Titles (Unit Titles) Act 1970;
   (c) Land Titles Act 1925;
   and any regulations made under those Acts, and is in accordance with the *Survey Practice Directions 2001.*

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

OR

3. (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 any material 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, as an appurtenance to the parcel.

4. where an expression used in this form is defined in the Unit Titles Act 1970, that expression has the same meaning as in that Act.

Dated this.....TWENTYNINTH..... day of .....JULY.....2005.....

andrew Spain

.....
Signature of Surveyor

4. APPROVAL UNDER *UNIT TITLES ACT 1970*

Approved under the Unit Titles Act 1970 as the units Plan for the subdivision of the abovementioned parcel of land.

Dated this.....First..... day of.....August.....20.05

DULCE LANDER
a delegate of the Planning and Land Authority in exercising its functions
Delegate of the Minister

CERTIFICATE OF REGISTRATION:

EXAMINED:	
REGISTERED:	NO
DATE:	- 3 AUG 2005

Land Titles (Unit Titles) Act 1970

FORM 2 SHEET NO. 3 OF 68 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN NO. 2839

DISTRICT /DIVISION: KINGSTON SECTION: 47,53 BLOCK: 7,1&2

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE Volume	Folio
1	70	4	1740	61
2	100	6	1740	62
3	36	3	1740	63
4	43	3	1740	64
5	36	3	1740	65
6	36	3	1740	66
7	43	4	1740	67
8	101	7	1740	68
9	101	6	1740	69
10	43	3	1740	70
11	36	3	1740	71
12	36	3	1740	72
13	43	4	1740	73
14	101	7	1740	74
15	101	6	1740	75
16	43	3	1740	76
17	36	3	1740	77
18	36	3	1740	78
19	43	3	1740	79
20	101	6	1740	80
21	36	3	1740	81
22	36	3	1740	82
23	43	4	1740	83
Aggregate				

Signed by KAYBOT PTY LTD
per its attorney JOSE MARIO SCHWARZ
pursuant to Power of Attorney
RN 103785 of which he has
no notice of the revocation therof.

Lessee

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

Dated this First
Day of August 2005

DULCE LANDER
Delegate of the Authority/Executive

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

Volume 1740 Folio 60

Michael Ockwell
Deputy Registrar-General

THE AUSTRALIAN CAPITAL TERRITORY REGISTRAR-GENERAL'S OFFICE

Land Titles (Unit Titles) Act 1970

FORM 2 SHEET NO. 4 OF 66 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN NO. 2839

DISTRICT /DIVISION: KINGSTON SECTION: 47,53 BLOCK: 7,1&2

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE Volume	Folio
24	36	3	1740	84
25	36	3	1740	85
26	43	4	1740	86
27	92	5	1740	87
28	43	2	1740	88
29	36	3	1740	89
30	36	3	1740	90
31	36	3	1740	91
32	36	3	1740	92
33	43	3	1740	93
34	36	3	1740	94
35	36	3	1740	95
36	43	3	1740	96
37	48	5	1740	97
38	48	5	1740	98
39	49	5	1740	99
40	49	5	1740	100
41	49	4	1741	1
42	49	4	1741	2
43	51	5	1741	3
44	50	4	1741	4
45	50	4	1741	5
46	52	5	1741	6
Aggregate				

Signed by KIMBOT PTY LTD
by ZEV attorney KIM LIMITED SOLICITOR
pursuant to Power of Attorney
RN 103715 of which I have
no notice of the revocation thereof.

Lessee

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

Dated this First
Day of August 20 05

DULCE LANDER
Delegate of the Authority/Executive

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

Volume 1740 Folio 60

Michael Ockwell
Registrar-General
Deputy Registrar-General

THE REGISTRAR-GENERAL'S OFFICE AUSTRALIAN CAPITAL TERRITORY

FORM 2 SHEET NO. 5 OF 16 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN NO. 2829

DISTRICT /DIVISION: KINGSTON SECTION: 47,53 BLOCK: 7,1&2

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE Volume	Folio
47	37	4	1741	7
48	52	3	1741	8
49	51	4	1741	9
50	51	4	1741	10
51	53	4	1741	11
52	38	3	1741	12
53	52	4	1741	13
54	52	4	1741	14
55	52	4	1741	15
56	53	4	1741	16
57	38	3	1741	17
58	55	4	1741	18
59	55	4	1741	19
60	55	3	1741	20
61	39	3	1741	21
62	54	6	1741	22
63	67	4	1741	23
64	64	4	1741	24
65	67	4	1741	25
66	55	4	1741	26
67	67	4	1741	27
68	64	4	1741	28
69	67	4	1741	29
Aggregate				

Signed by MAYBOT PTY LTD
by its attorney [illegible]
pursuant to Power of Attorney
RN 10276[illegible] of which he has
no notice of the revocation therof.

Lessee

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

Dated this First
Day of August 2005

DULCE LANDER
Delegate of the Authority/Executive

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

Volume 1140 Folio 60

Michael Cockwell
Deputy Registrar-General
Registrar-General

THE AUSTRALIAN CAPITAL TERRITORY REGISTRAR-GENERAL'S OFFICE

Land Titles (Unit Titles) Act 1970

FORM 2 SHEET NO. 6 OF 18 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN NO. 2829

DISTRICT /DIVISION: KINGSTON SECTION: 47,53 BLOCK: 7,1&2

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE Volume	Folio
70	63	4	1741	30
71	67	4	1741	31
72	64	4	1741	32
73	67	4	1741	33
74	63	5	1741	34
75	68	4	1741	35
76	65	4	1741	36
77	68	4	1741	37
78	89	5	1741	38
79	88	5	1741	39
80	91	5	1741	40
81	92	5	1741	41
82	73	6	1741	42
83	64	4	1741	43
84	64	4	1741	44
85	70	5	1741	45
86	36	3	1741	46
87	36	3	1741	47
88	74	5	1741	48
89	64	4	1741	49
90	64	4	1741	50
91	70	4	1741	51
92	34	3	1741	52
Aggregate				

Signed by KNIGHT P/L
by its attorney JANE MARIA DOWNEY
pursuant to Power of Attorney
RN. 105785 of which I/We has
no notice of the revocation thereof.

Lessee

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

Dated this First
Day of August 20 05

DULCE LANDER
Delegate of the Authority/Executive

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

Volume 1740 Folio 60

Michael Ockwell
Registrar-General
Deputy Registrar-General

Land Titles (Unit Titles) Act 1970

FORM 2 SHEET NO. 7 OF 68 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN NO. 2839

DISTRICT /DIVISION: KINGSTON SECTION: 47,53 BLOCK: 7,1&2

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE Volume	Folio
93	37	3	1741	53
94	74	5	1741	54
95	64	4	1741	55
96	64	4	1741	56
97	70	5	1741	57
98	34	3	1741	58
99	37	3	1741	59
100	75	5	1741	60
101	65	4	1741	61
102	65	4	1741	62
103	71	5	1741	63
104	35	3	1741	64
105	38	3	1741	65
106	82	5	1741	66
107	73	4	1741	67
108	82	5	1741	68
109	69	4	1741	69
110	64	4	1741	70
111	64	4	1741	71
112	73	6	1741	72
113	36	3	1741	73
114	35	3	1741	74
115	69	5	1741	75
Aggregate				

Signed by KAYLOT PTY LTD
by ... its ... attorney ... JOHN HAMILTON ...
pursuant to Power of Attorney
RN 105745 of which he has
Lessee no notice of the revocation therof.

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

Dated this First
Day of August 20 05

DULCE LANDER
Delegate of the Authority/Executive

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

Volume 1740 Folio 60

Michael Ockwell
Registrar General
Deputy Registrar General

THE AUSTRALIAN CAPITAL TERRITORY REGISTRAR-GENERAL'S OFFICE

Land Titles (Unit Titles) Act 1970

FORM 2 SHEET NO. 8 OF 68 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN NO. 2839

DISTRICT /DIVISION: KINGSTON SECTION: 47,53 BLOCK: 7,1&2

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE Volume	Folio
116	64	4	1741	76
117	64	4	1741	77
118	74	5	1741	78
119	37	3	1741	79
120	34	3	1741	80
121	70	5	1741	81
122	64	4	1741	82
123	64	4	1741	83
124	74	5	1741	84
125	37	3	1741	85
126	34	3	1741	86
127	70	5	1741	87
128	65	4	1741	88
129	65	4	1741	89
130	75	5	1741	90
131	38	3	1741	91
132	35	3	1741	92
133	82	5	1741	93
134	73	4	1741	94
135	82	5	1741	95
136	65	4	1741	96
137	64	4	1741	97
138	66	4	1741	98
Aggregate				

Signed by KAMACT PTL
by its attorney [illegible]
pursuant to Power of Attorney
dated 10/5/05 of which he has
no notice of the revocation therof.

Lessee

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

Dated this First
Day of August 20 05

DULCE LANDER
Delegate of the Authority/Executive

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

Volume 1740 Folio 60

THE AUSTRALIAN CAPITAL TERRITORY REGISTRAR-GENERAL'S OFFICE

Michael Ockwell
Deputy Registrar-General

Land Titles (Unit Titles) Act 1970

FORM 2 SHEET NO. 9 OF 68 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN NO. 2839

DISTRICT /DIVISION: KINGSTON SECTION: 47,53 BLOCK: 7,1&2

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE Volume	Folio
139	54	5	1741	99
140	65	4	1741	100
141	64	4	1742	1
142	66	4	1742	2
143	55	4	1742	3
144	66	4	1742	4
145	64	4	1742	5
146	67	4	1742	6
147	63	4	1742	7
148	66	4	1742	8
149	65	4	1742	9
150	67	4	1742	10
151	63	4	1742	11
152	87	5	1742	12
153	87	5	1742	13
154	89	5	1742	14
155	91	5	1742	15
156	52	5	1742	16
157	52	5	1742	17
158	52	4	1742	18
159	52	4	1742	19
160	53	4	1742	20
161	53	4	1742	21
Aggregate				

Signed by KHALOT PIL
by ... attorney ANG HAKKO DOLKEN
pursuant to Power of Attorney
RN. 103765 of which ... has
Lessee no notice of the revocation thereof.

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

Dated this First
Day of August 2005

DULCE LANDER
Delegate of the Authority/Executive

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

Volume 1740 Folio 60

Michael Ockwell
Registrar-General
Deputy Registrar-General

Land Titles (Unit Titles) Act 1970

FORM 2 SHEET NO. 10 OF 68 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN NO. 2839

DISTRICT /DIVISION: KINGSTON SECTION: 47,53 BLOCK: 7,1&2

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE Volume	Folio
162	52	5	1742	22
163	51	5	1742	23
164	52	4	1742	24
165	52	4	1742	25
166	53	4	1742	26
167	53	4	1742	27
168	47	5	1742	28
169	47	5	1742	29
170	52	4	1742	30
171	52	4	1742	31
172	53	4	1742	32
173	52	4	1742	33
Aggregate	10,000	705		

Signed by KAYSOT PK
by ..... attorney KAE MARIA BOWZER
pursuant to Power of Attorney
RN 10578 of which he has
no notice of the revocation thereof

Lessee

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

Dated this First
Day of August 2005

BRUCE LANDER

Delegate of the Authority/Executive

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

Volume 1760 Folio 60

Michael Ockwell
Registrar-General

Deputy Registrar-General

THE AUSTRALIAN CAPITAL TERRITORY REGISTRAR-GENERAL'S OFFICE

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 11 OF 65 SHEETS

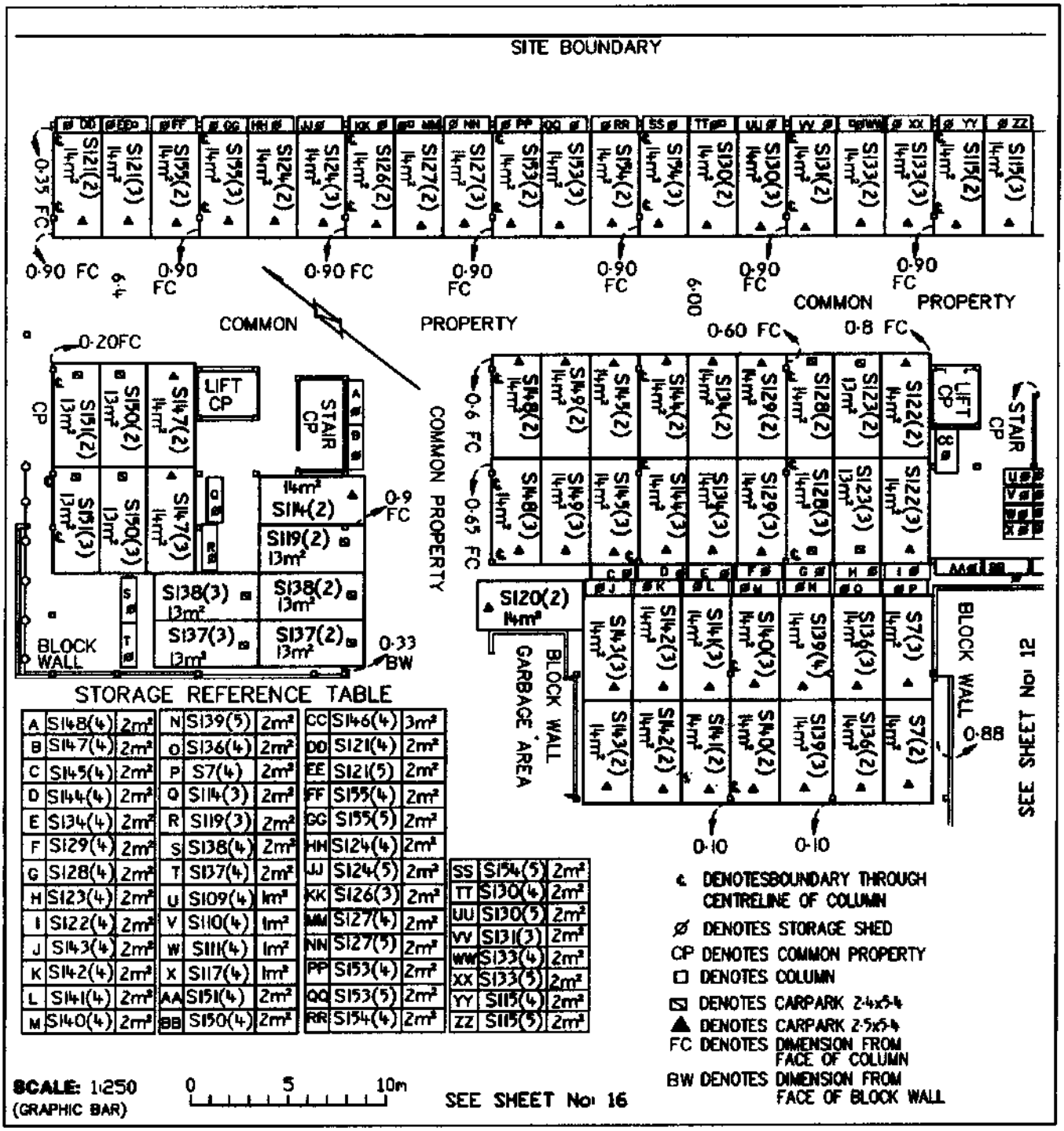
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT **4. CLASS OF UNIT (A OR B)** A



STORAGE REFERENCE TABLE

A	S148(4)	2m²	N	S139(5)	2m²	CC	S146(4)	3m²	SS	S154(5)	2m²
B	S147(4)	2m²	O	S136(4)	2m²	DD	S121(4)	2m²	TT	S130(4)	2m²
C	S145(4)	2m²	P	S7(4)	2m²	EE	S121(5)	2m²	UU	S130(5)	2m²
D	S144(4)	2m²	Q	S114(3)	2m²	FF	S155(4)	2m²	VV	S131(3)	2m²
E	S134(4)	2m²	R	S119(3)	2m²	GG	S155(5)	2m²	WW	S133(4)	2m²
F	S129(4)	2m²	S	S138(4)	2m²	HH	S124(4)	2m²	XX	S133(5)	2m²
G	S128(4)	2m²	T	S137(4)	2m²	JJ	S124(5)	2m²	YY	S115(4)	2m²
H	S123(4)	2m²	U	S109(4)	1m²	KK	S126(3)	2m²	ZZ	S115(5)	2m²
I	S122(4)	2m²	V	S110(4)	1m²	MM	S127(4)	2m²			
J	S143(4)	2m²	W	S111(4)	1m²	NN	S127(5)	2m²			
K	S142(4)	2m²	X	S117(4)	1m²	PP	S153(4)	2m²			
L	S141(4)	2m²	AA	S151(4)	2m²	QQ	S153(5)	2m²			
M	S140(4)	2m²	BB	S150(4)	2m²	RR	S154(4)	2m²			

℄ DENOTES BOUNDARY THROUGH CENTRELINE OF COLUMN
Ø DENOTES STORAGE SHED
CP DENOTES COMMON PROPERTY
☐ DENOTES COLUMN
☒ DENOTES CARPARK 2·4x5·4
▲ DENOTES CARPARK 2·5x5·4
FC DENOTES DIMENSION FROM FACE OF COLUMN
BW DENOTES DIMENSION FROM FACE OF BLOCK WALL

SCALE: 1:250 (GRAPHIC BAR) 0 5 10m

SEE SHEET No 16

5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 12 OF 68 SHEETS

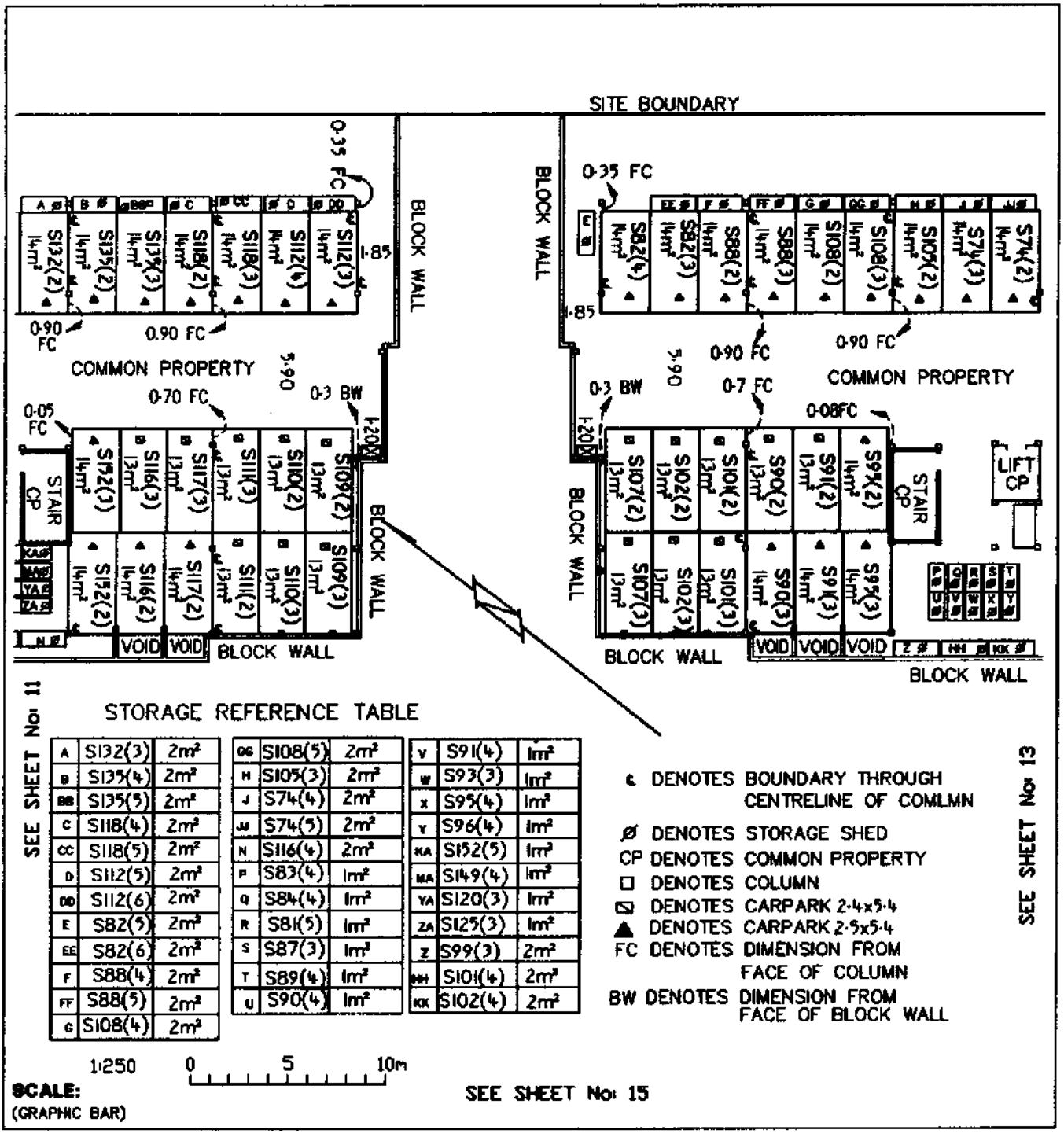
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT **4. CLASS OF UNIT (A OR B)** A



STORAGE REFERENCE TABLE

A	S132(3)	2m²
B	S135(4)	2m²
BB	S135(5)	2m²
C	S118(4)	2m²
CC	S118(5)	2m²
D	S112(5)	2m²
DD	S112(6)	2m²
E	S82(5)	2m²
EE	S82(6)	2m²
F	S88(4)	2m²
FF	S88(5)	2m²
G	S108(4)	2m²
GG	S108(5)	2m²
H	S105(3)	2m²
J	S74(4)	2m²
JJ	S74(5)	2m²
N	S116(4)	2m²
P	S83(4)	1m²
Q	S84(4)	1m²
R	S81(5)	1m²
S	S87(3)	1m²
T	S89(4)	1m²
U	S90(4)	1m²
V	S91(4)	1m²
W	S93(3)	1m²
X	S95(4)	1m²
Y	S96(4)	1m²
KA	S152(5)	1m²
MA	S149(4)	1m²
YA	S120(3)	1m²
ZA	S125(3)	1m²
Z	S99(3)	2m²
HH	S101(4)	2m²
KK	S102(4)	2m²

℄ DENOTES BOUNDARY THROUGH CENTRELINE OF COMLMN
Ø DENOTES STORAGE SHED
CP DENOTES COMMON PROPERTY
□ DENOTES COLUMN
▨ DENOTES CARPARK 2·4x5·4
▲ DENOTES CARPARK 2·5x5·4
FC DENOTES DIMENSION FROM FACE OF COLUMN
BW DENOTES DIMENSION FROM FACE OF BLOCK WALL

1:250 0 5 10m

SCALE: (GRAPHIC BAR)

5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970 · **SHEET No 12 OF 68 SHEETS**

UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT **4. CLASS OF UNIT (A OR B)** A

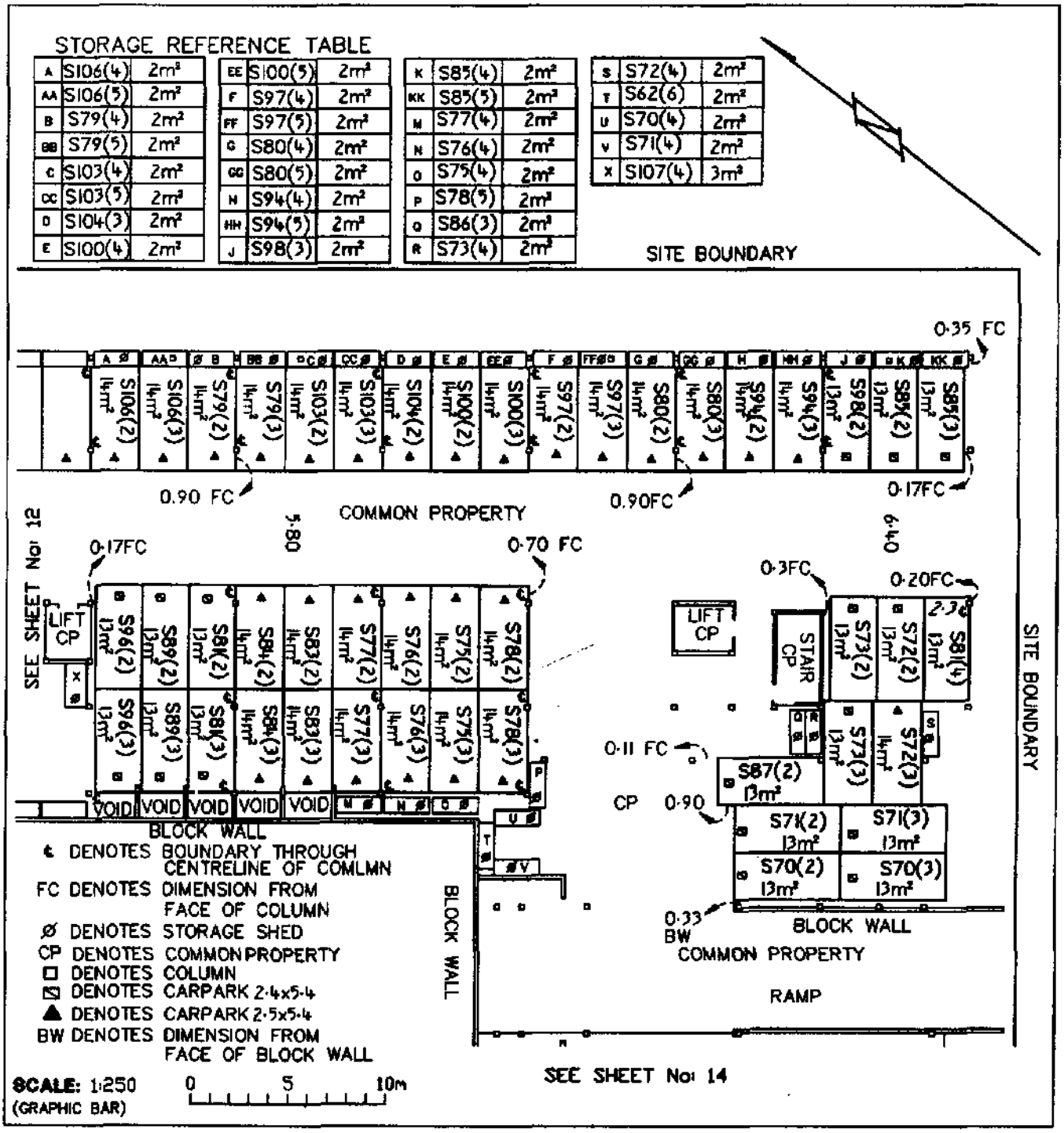
STORAGE REFERENCE TABLE

A	S106(4)	2m²
AA	S106(5)	2m²
B	S79(4)	2m²
BB	S79(5)	2m²
C	S103(4)	2m²
CC	S103(5)	2m²
D	S104(3)	2m²
E	S100(4)	2m²

EE	S100(5)	2m²
F	S97(4)	2m²
FF	S97(5)	2m²
G	S80(4)	2m²
GG	S80(5)	2m²
H	S94(4)	2m²
HH	S94(5)	2m²
J	S98(3)	2m²

K	S85(4)	2m²
KK	S85(5)	2m²
M	S77(4)	2m²
N	S76(4)	2m²
O	S75(4)	2m²
P	S78(5)	2m²
Q	S86(3)	2m²
R	S73(4)	2m²

S	S72(4)	2m²
T	S62(6)	2m²
U	S70(4)	2m²
V	S71(4)	2m²
X	S107(4)	3m²



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 14 OF 68 SHEETS

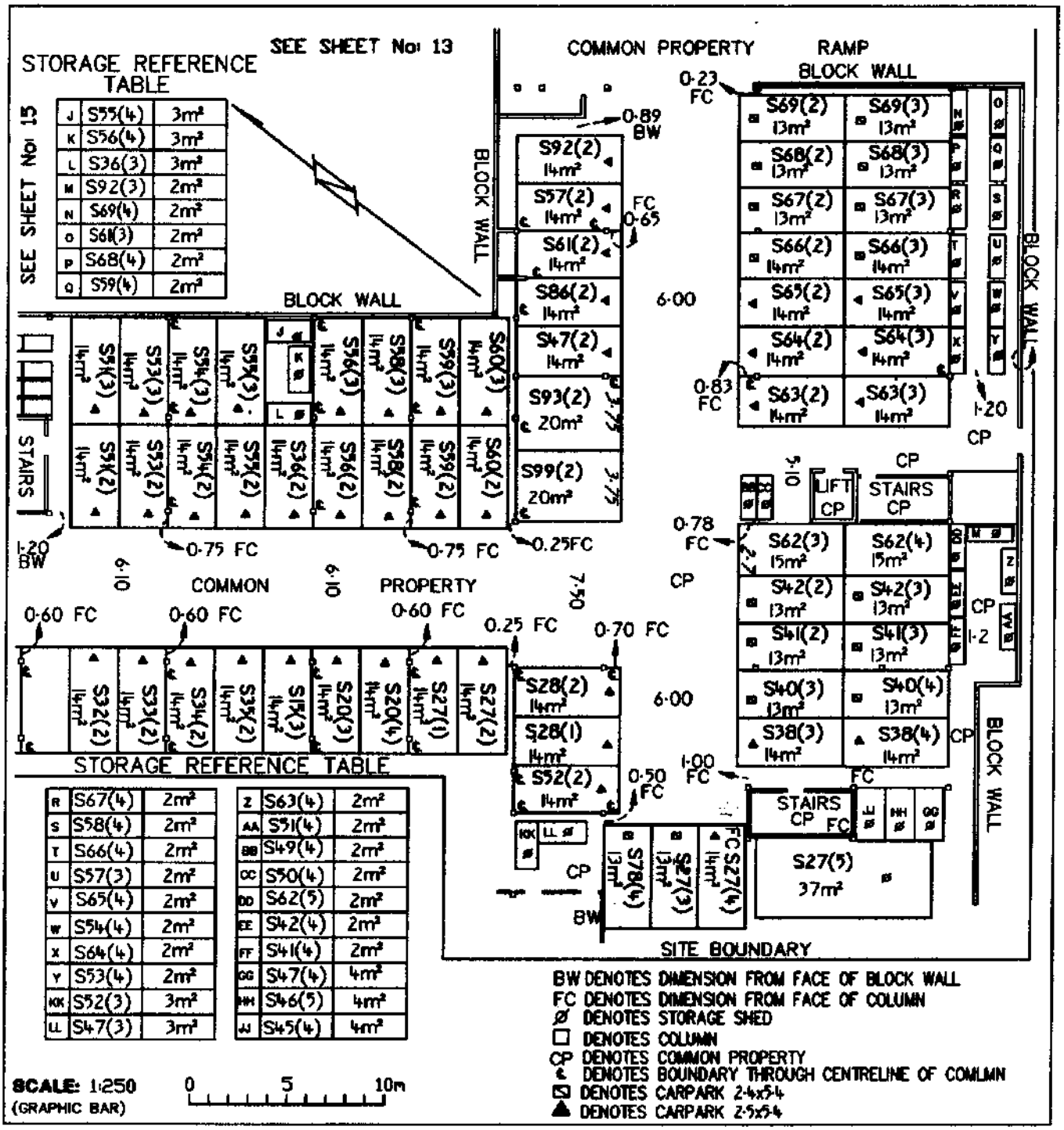
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 15 OF 68 SHEETS

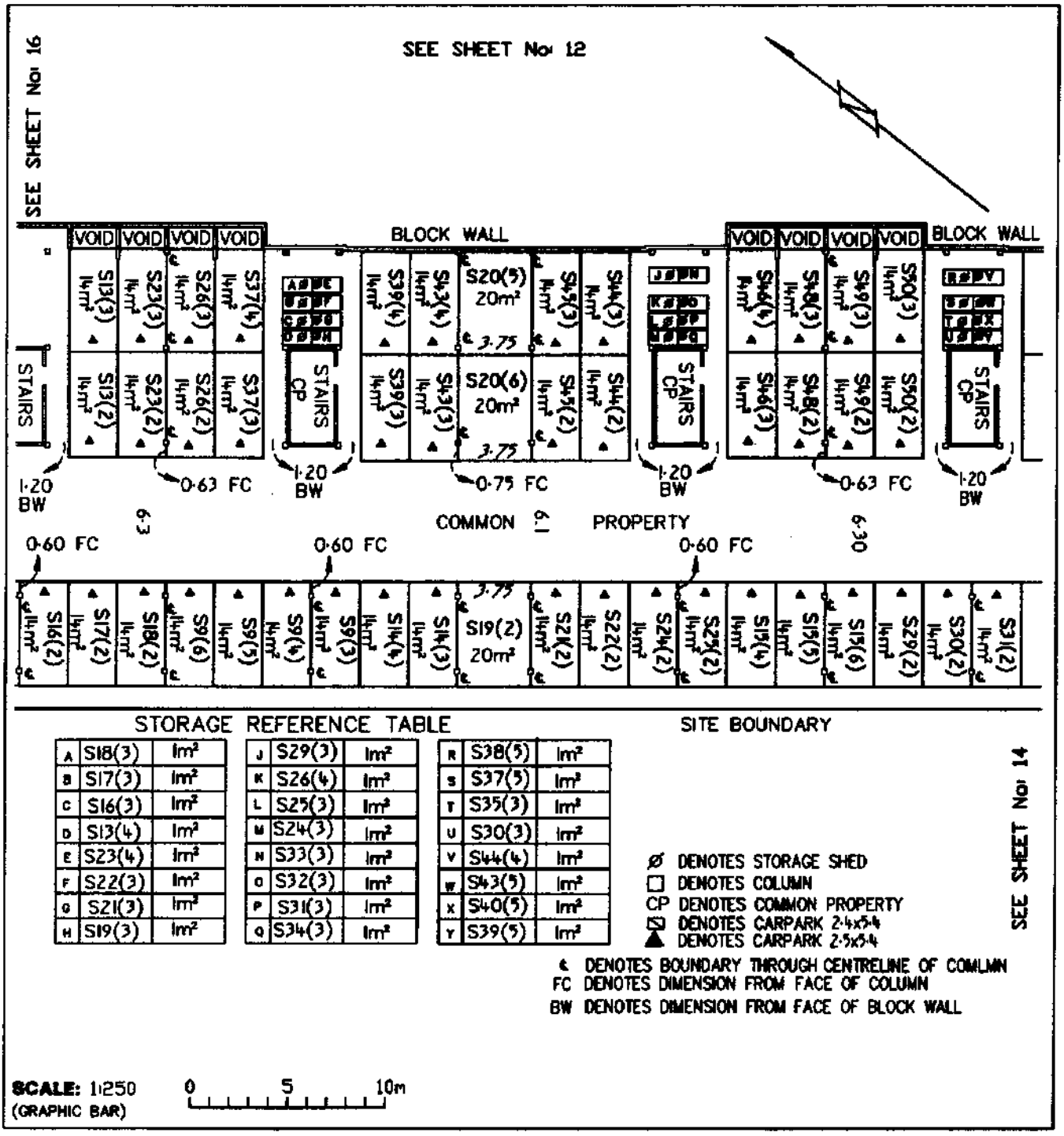
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT **4. CLASS OF UNIT (A OR B)** A



STORAGE REFERENCE TABLE

A	S18(3)	1m²
B	S17(3)	1m²
C	S16(3)	1m²
D	S13(4)	1m²
E	S23(4)	1m²
F	S22(3)	1m²
G	S21(3)	1m²
H	S19(3)	1m²
J	S29(3)	1m²
K	S26(4)	1m²
L	S25(3)	1m²
M	S24(3)	1m²
N	S33(3)	1m²
O	S32(3)	1m²
P	S31(3)	1m²
Q	S34(3)	1m²
R	S38(5)	1m²
S	S37(5)	1m²
T	S35(3)	1m²
U	S30(3)	1m²
V	S44(4)	1m²
W	S43(5)	1m²
X	S40(5)	1m²
Y	S39(5)	1m²

SITE BOUNDARY

Ø DENOTES STORAGE SHED
☐ DENOTES COLUMN
CP DENOTES COMMON PROPERTY
DENOTES CARPARK 2·4x5·4
DENOTES CARPARK 2·5x5·4

℄ DENOTES BOUNDARY THROUGH CENTRELINE OF COMLMN
FC DENOTES DIMENSION FROM FACE OF COLUMN
BW DENOTES DIMENSION FROM FACE OF BLOCK WALL

SEE SHEET No 14

SCALE: 1:250 (GRAPHIC BAR) 0 5 10m

5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 16 OF 68 SHEETS

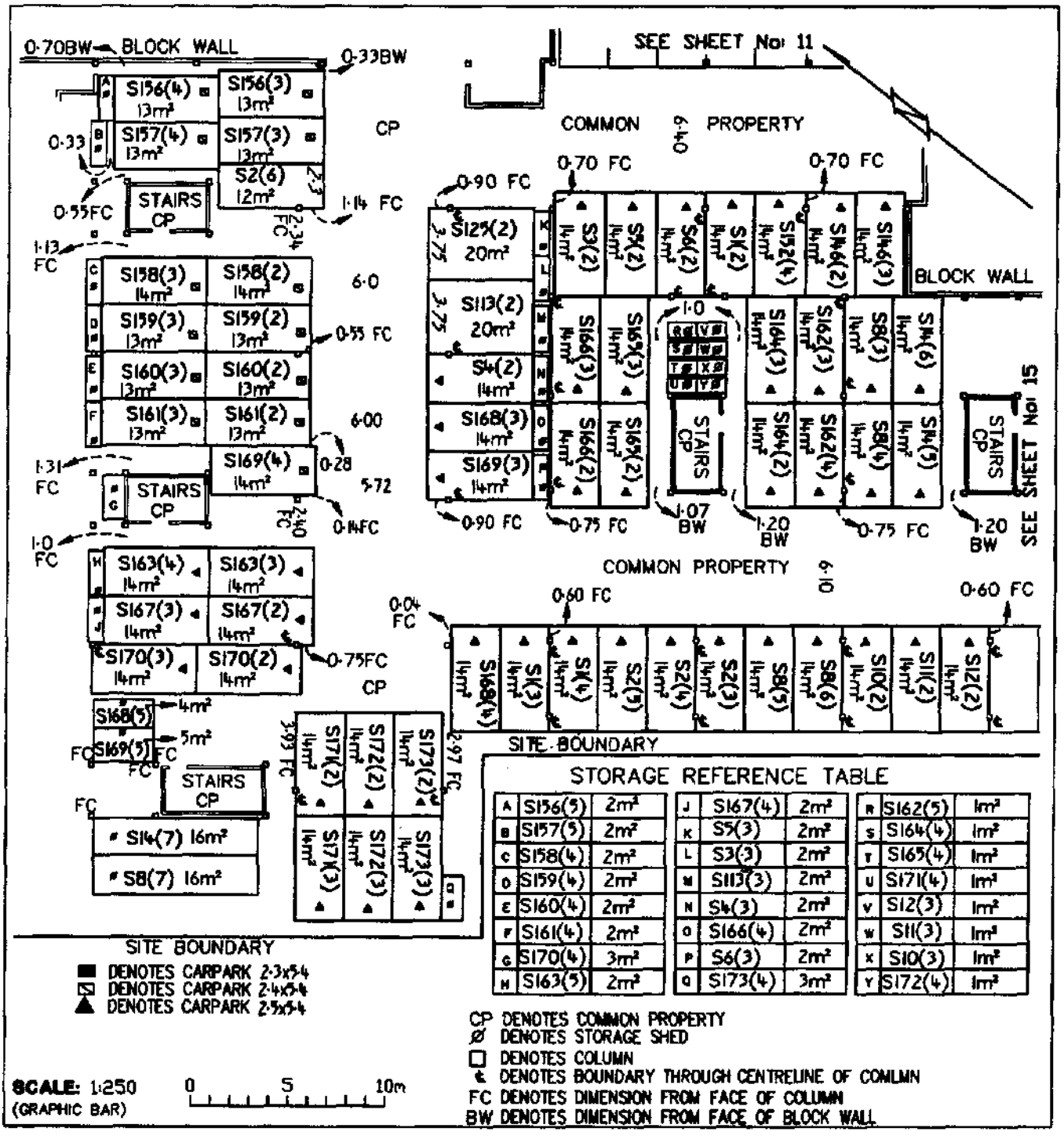
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** **(tick appropriate box)**

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT **4. CLASS OF UNIT (A OR B)** A



A	S156(5)	2m²	J	S167(4)	2m²	R	S162(5)	1m²
B	S157(5)	2m²	K	S5(3)	2m²	S	S164(4)	1m²
C	S158(4)	2m²	L	S3(3)	2m²	T	S165(4)	1m²
D	S159(4)	2m²	M	S113(3)	2m²	U	S171(4)	1m²
E	S160(4)	2m²	N	S4(3)	2m²	V	S12(3)	1m²
F	S161(4)	2m²	O	S166(4)	2m²	W	S11(3)	1m²
G	S170(4)	3m²	P	S6(3)	2m²	X	S10(3)	1m²
H	S163(5)	2m²	Q	S173(4)	3m²	Y	S172(4)	1m²

5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 17 OF 68 SHEETS

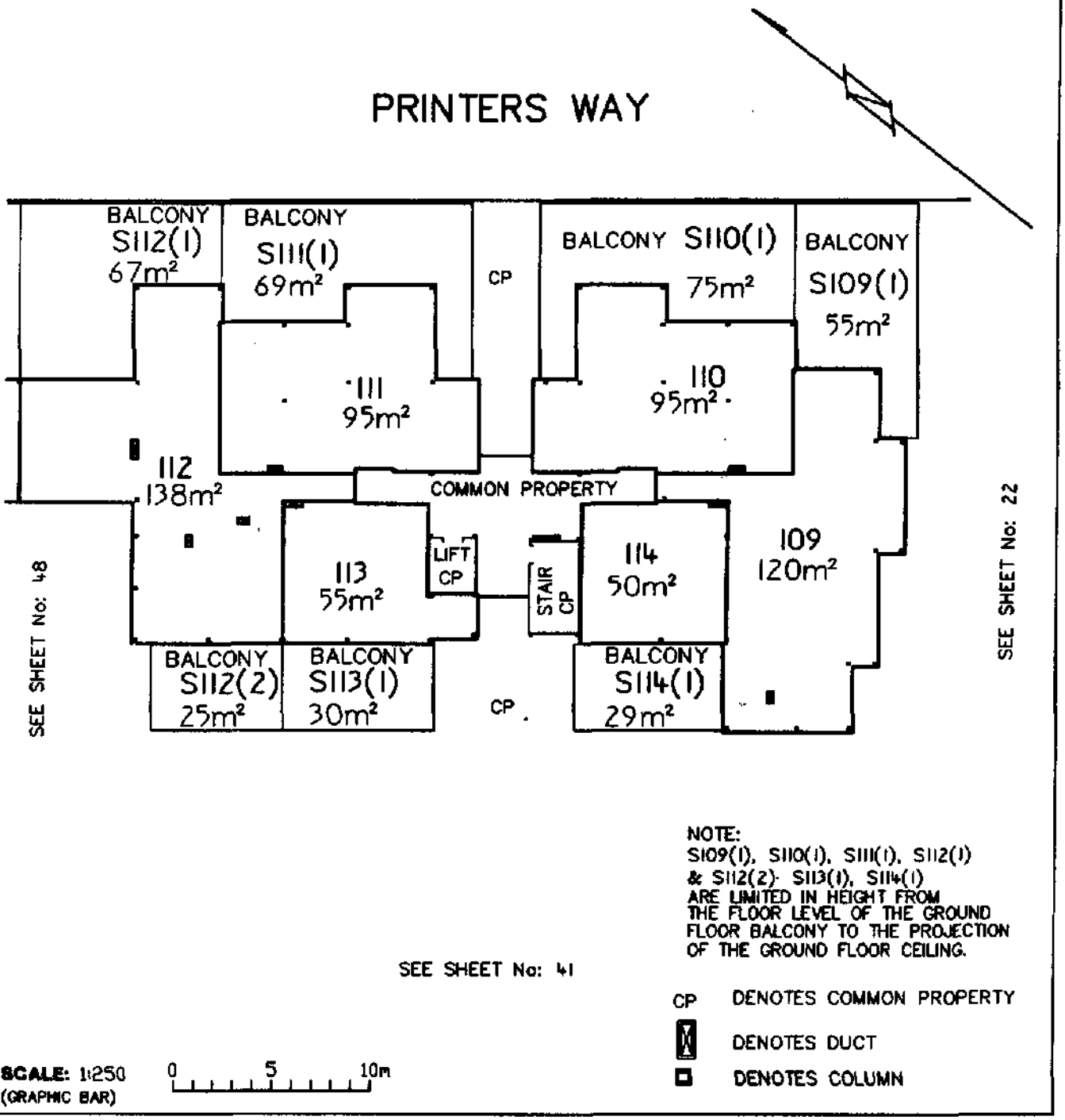
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND **4. CLASS OF UNIT (A OR B)** A



NOTE:
S109(1), S110(1), S111(1), S112(1) & S112(2) S113(1), S114(1) ARE LIMITED IN HEIGHT FROM THE FLOOR LEVEL OF THE GROUND FLOOR BALCONY TO THE PROJECTION OF THE GROUND FLOOR CEILING.

CP DENOTES COMMON PROPERTY

DENOTES DUCT

DENOTES COLUMN

5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 18 OF 68 SHEETS

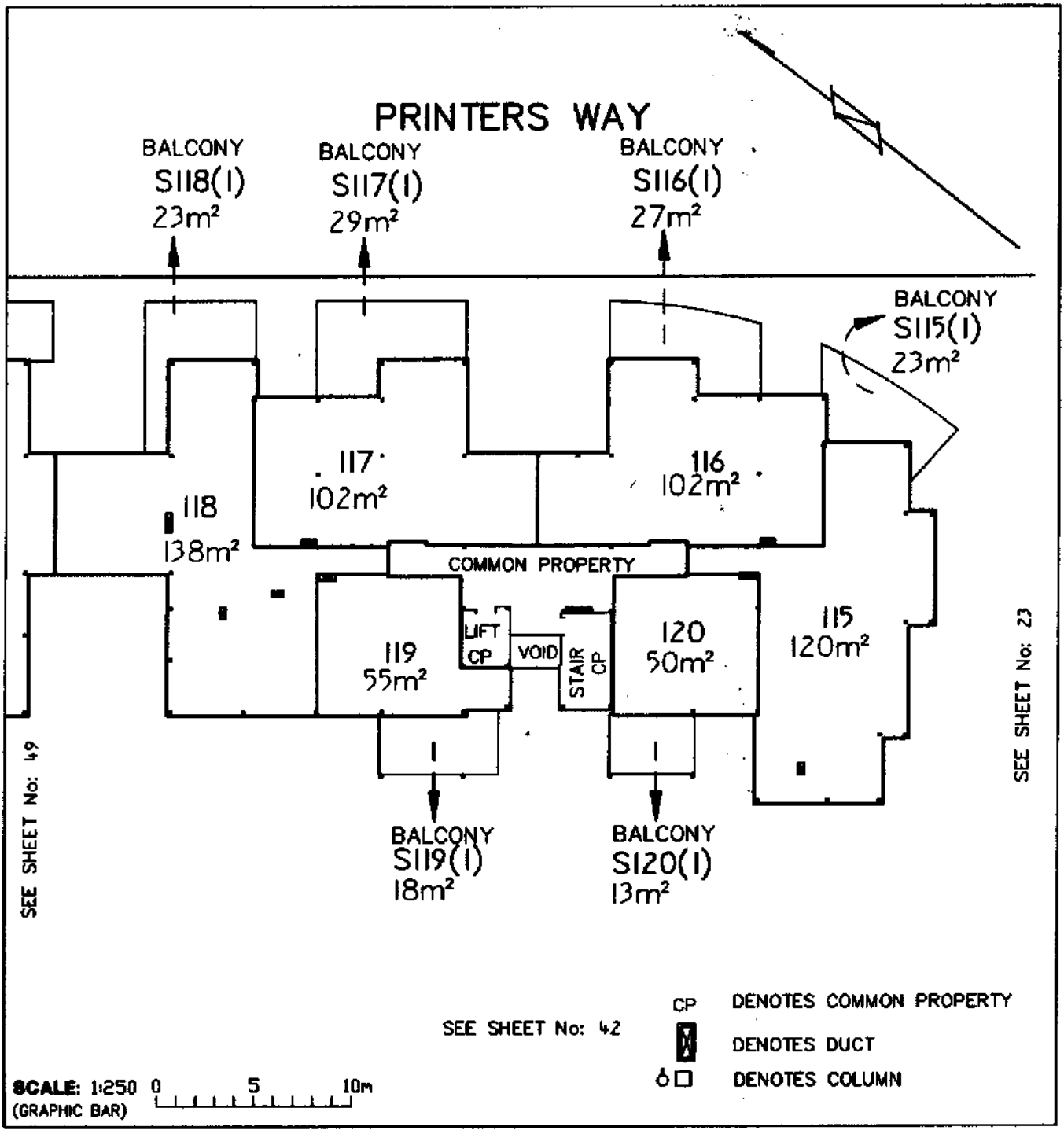
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

Applicant THE DOMA GROUP	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 19 OF 68 SHEETS

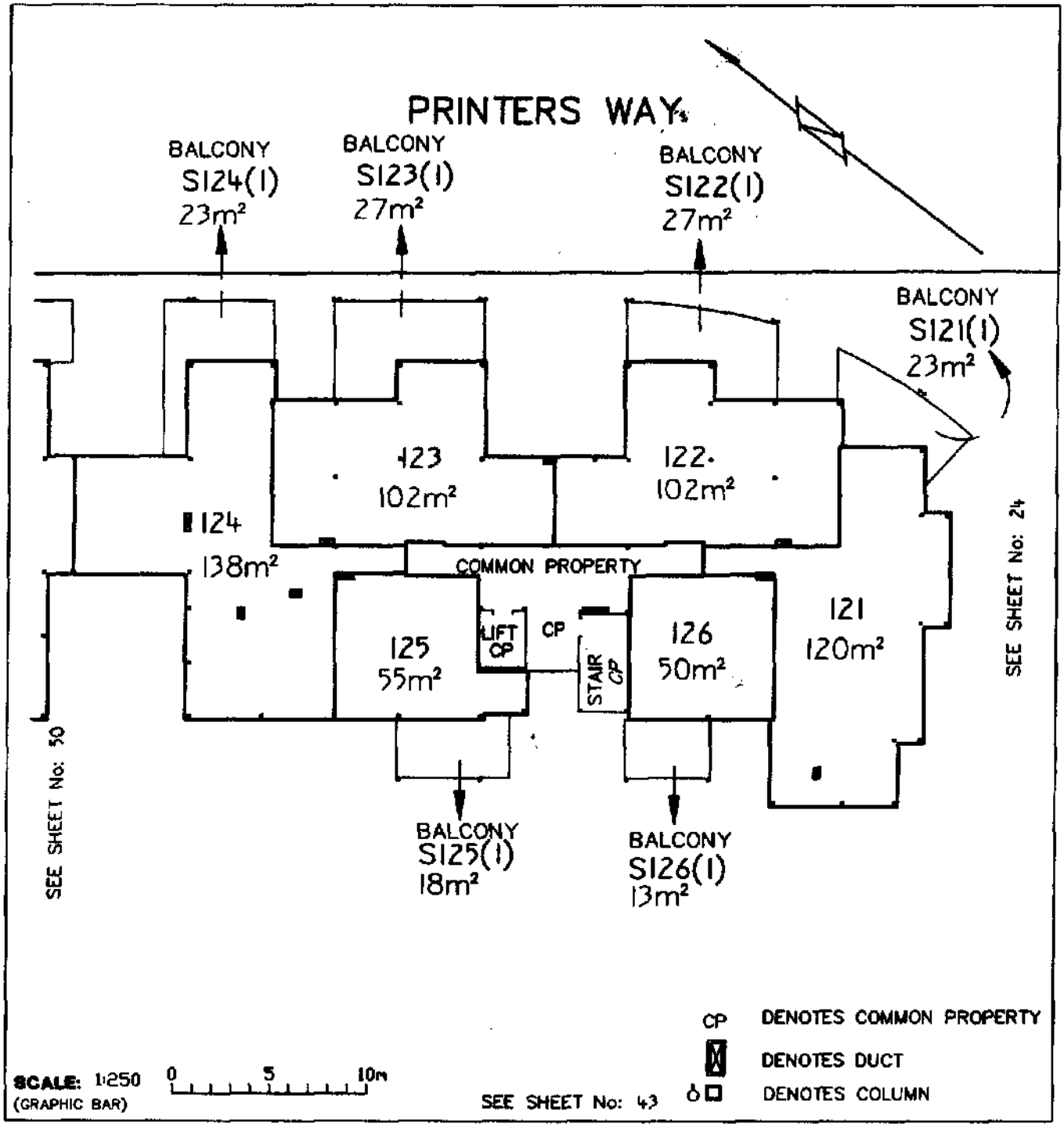
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND **4. CLASS OF UNIT (A OR B)**.....



5. EXECUTION

~~THE BEMA GROUP~~ Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 20 OF 68 SHEETS

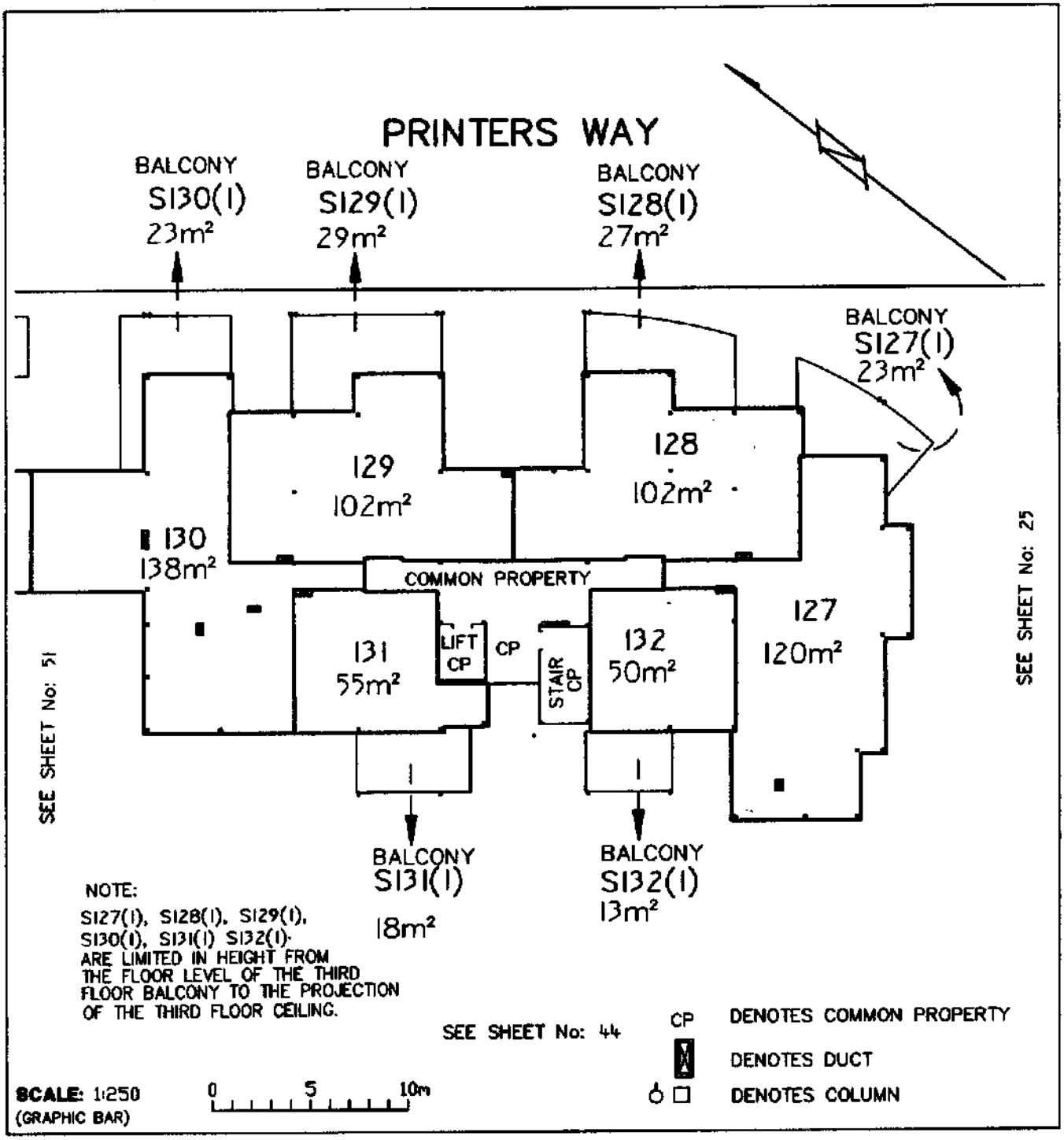
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE ~~BOMA~~ GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 21 OF 68 SHEETS

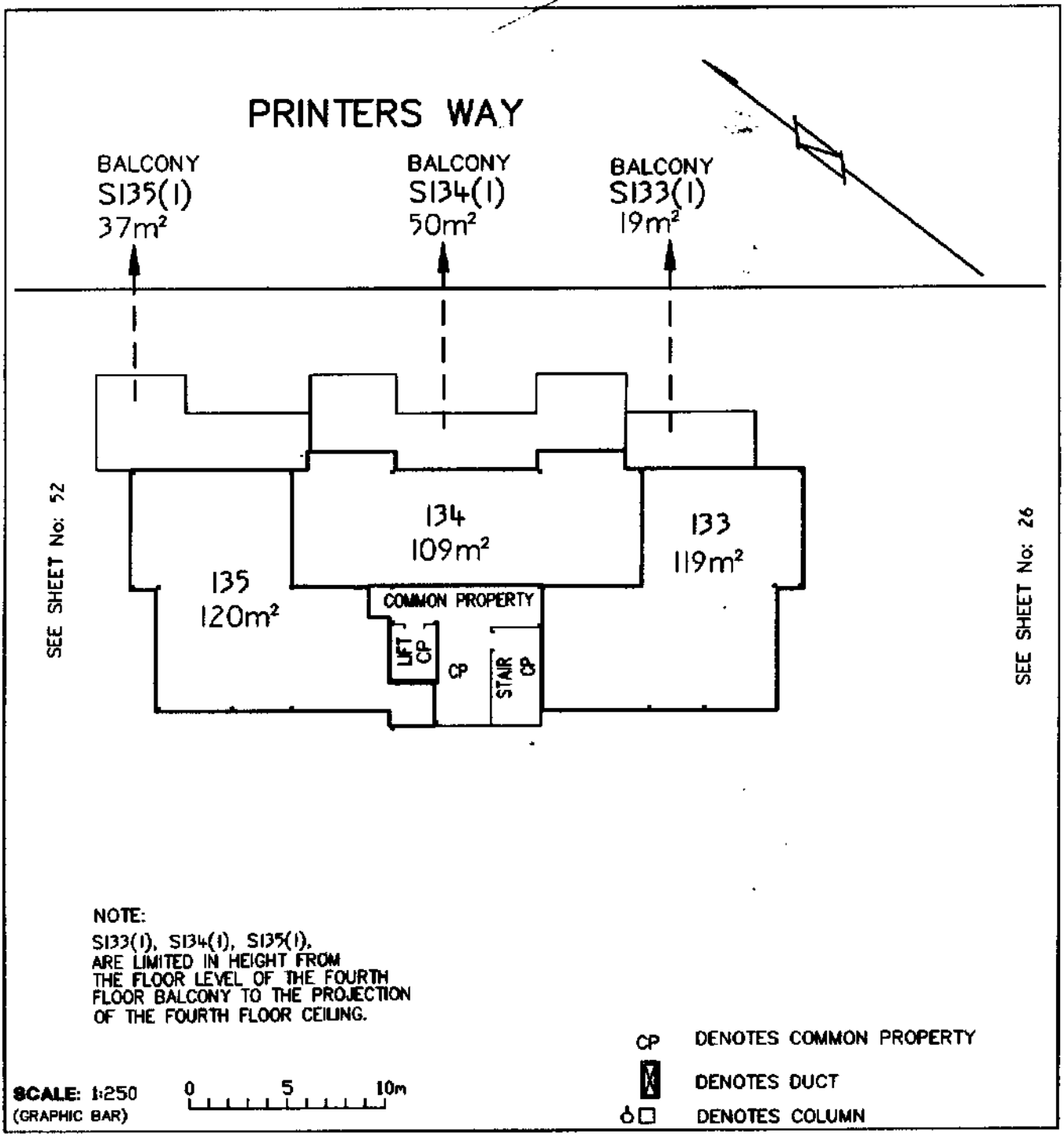
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FOURTH **4. CLASS OF UNIT (A OR B)** A



NOTE:
S133(1), S134(1), S135(1), ARE LIMITED IN HEIGHT FROM THE FLOOR LEVEL OF THE FOURTH FLOOR BALCONY TO THE PROJECTION OF THE FOURTH FLOOR CEILING.

CP DENOTES COMMON PROPERTY

DENOTES DUCT

DENOTES COLUMN

SCALE: 1:250 (GRAPHIC BAR) 0 5 10m

5. EXECUTION

Applicant	Registered Surveyor (please sign for site plan only)	Delegate of the Minister
~~THE DEMA GROUP~~		DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 22 OF 68 SHEETS

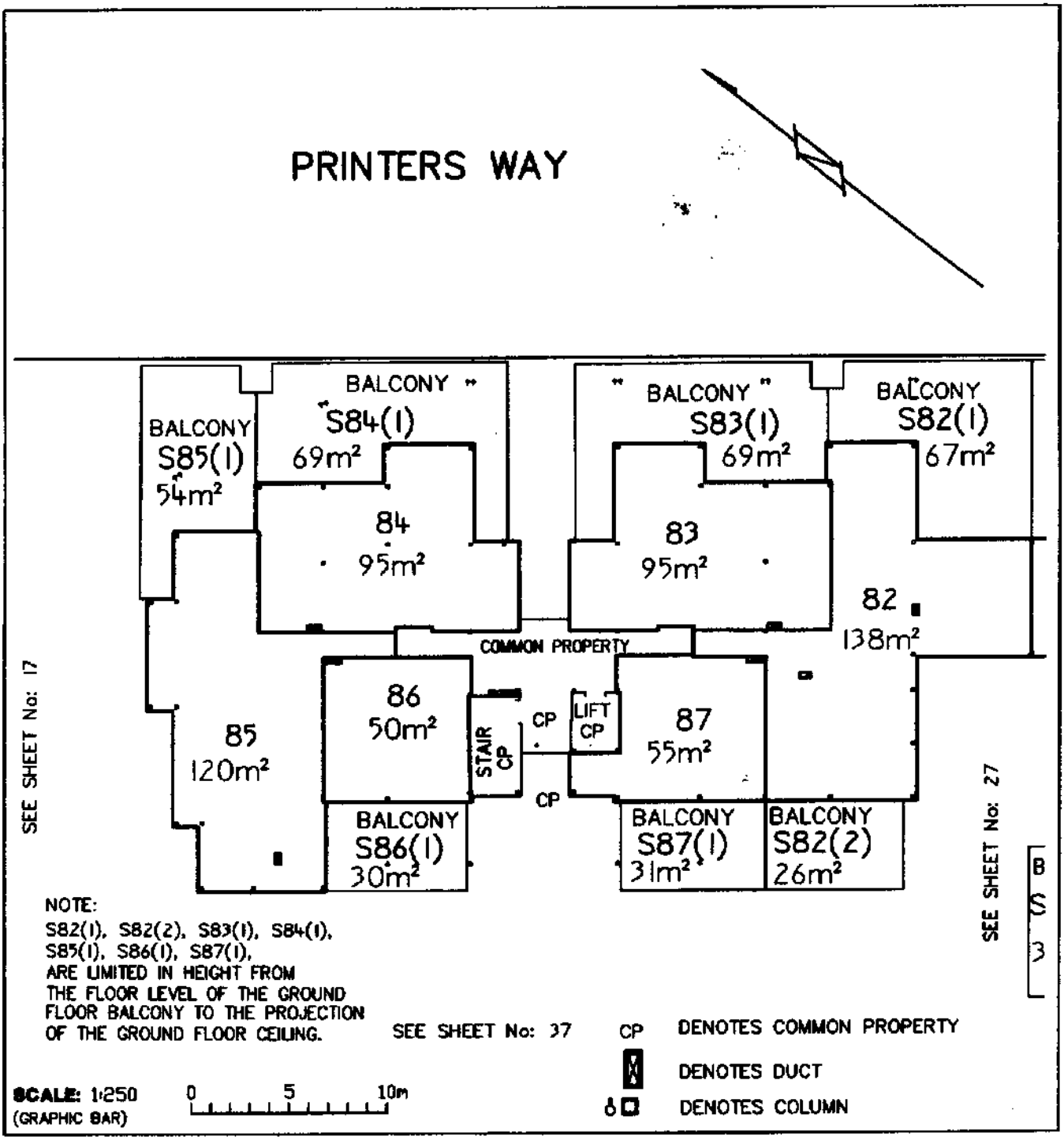
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ SITE PLAN ☒ FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

THE BEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 23 OF 68 SHEETS

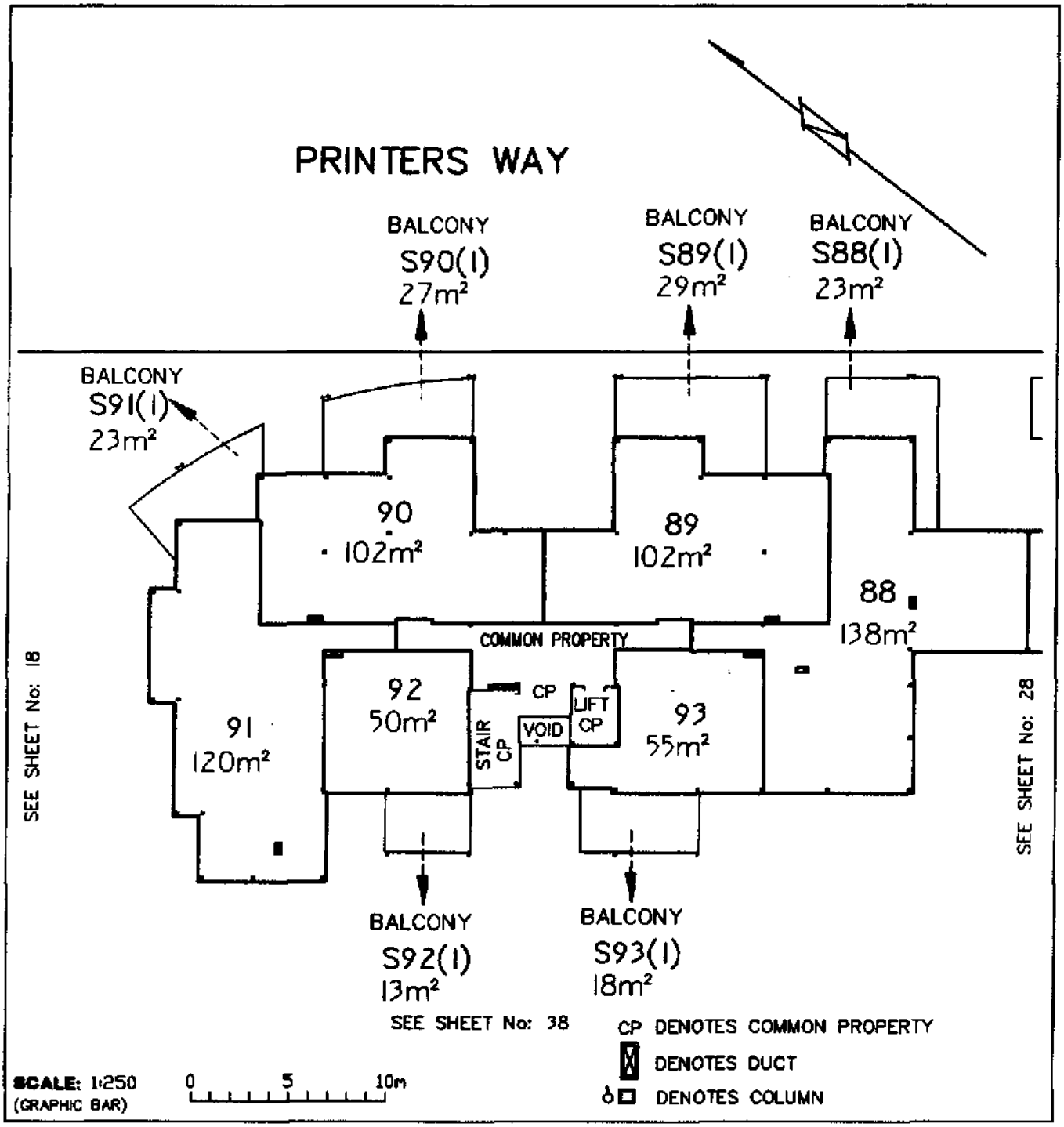
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 24 OF 68 SHEETS

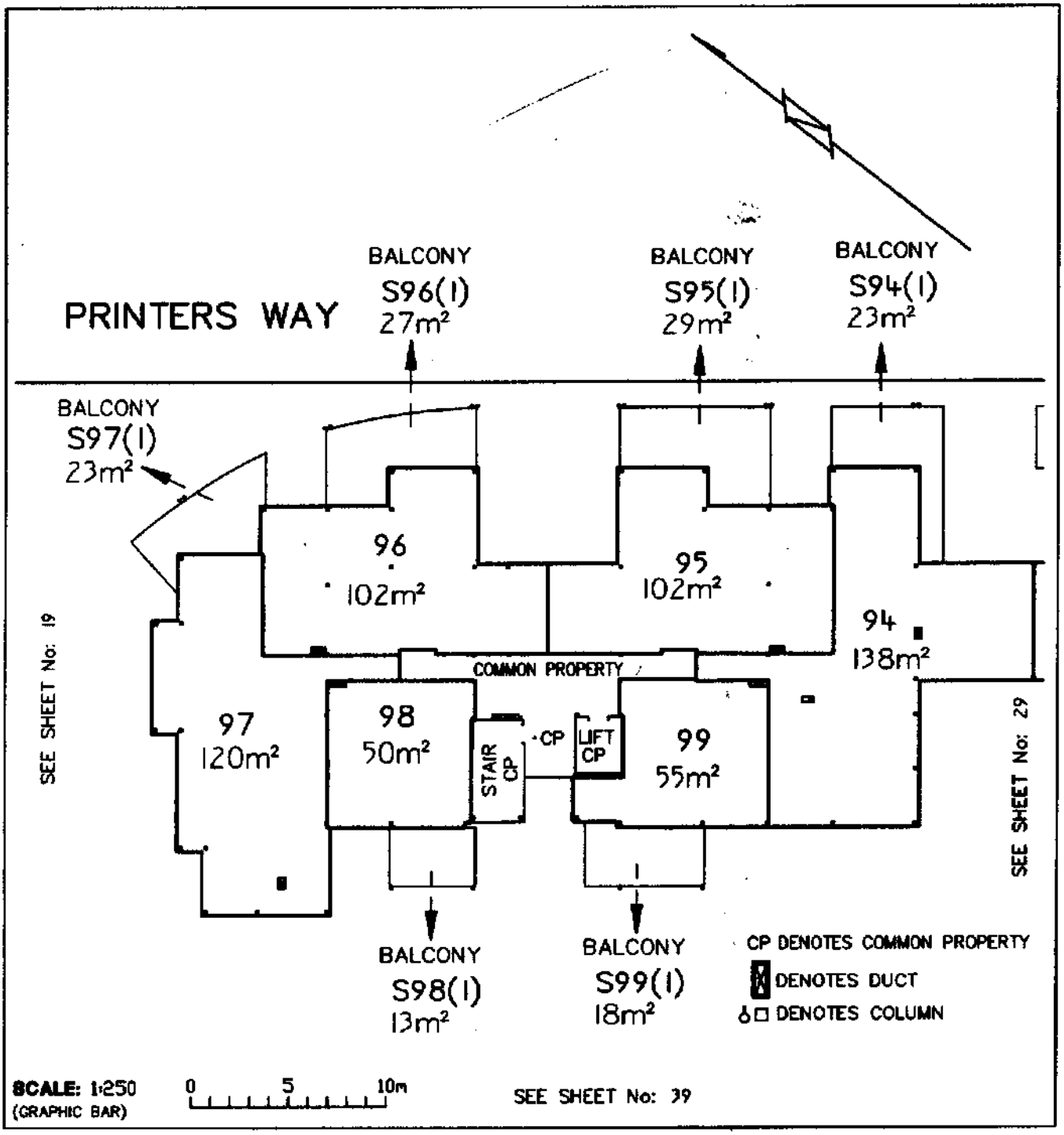
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 25 OF 68 SHEETS

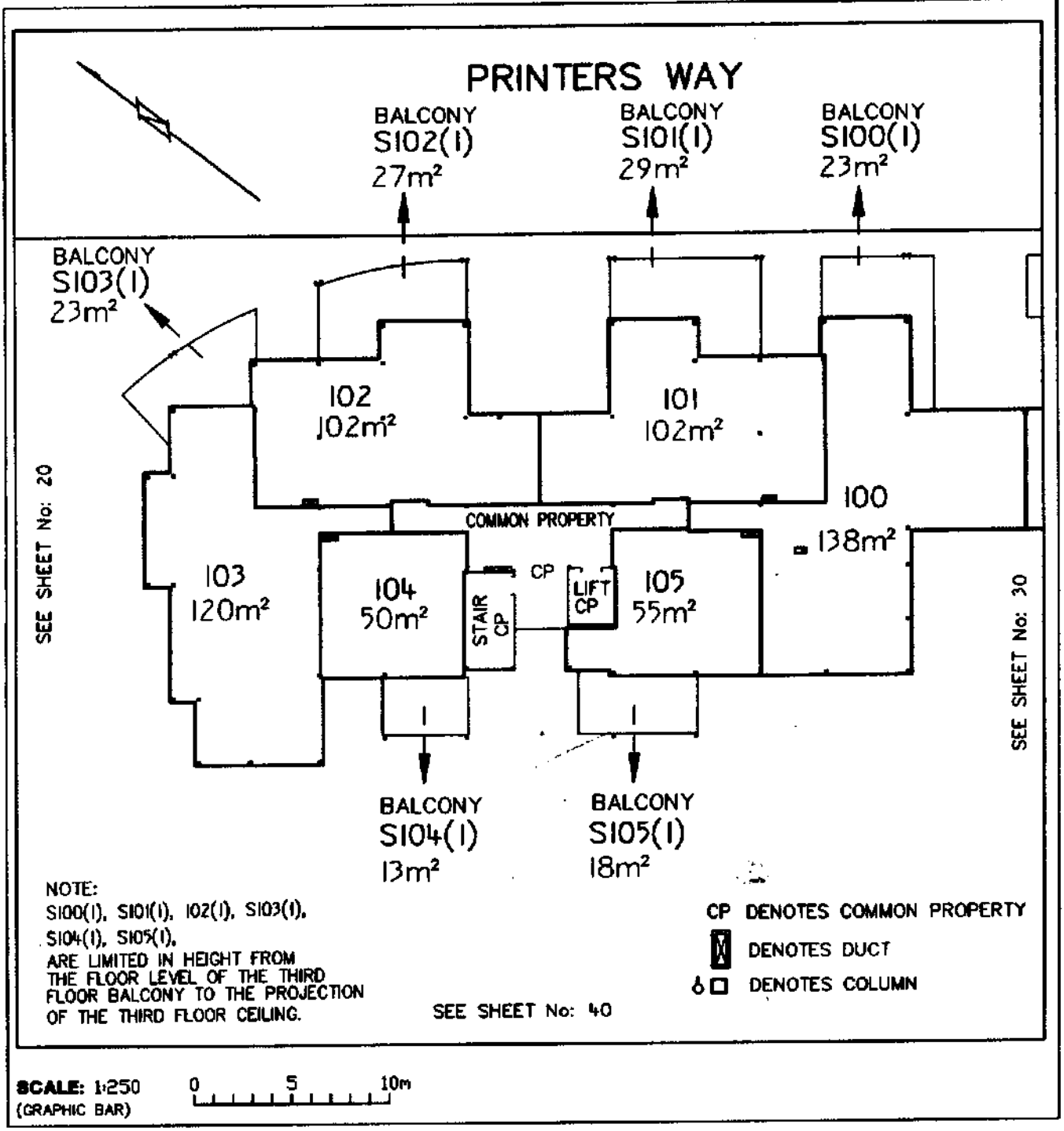
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD **4. CLASS OF UNIT (A OR B)** A



SCALE: 1:250 (GRAPHIC BAR) 0 5 10m

5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 916

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 26 OF 68 SHEETS

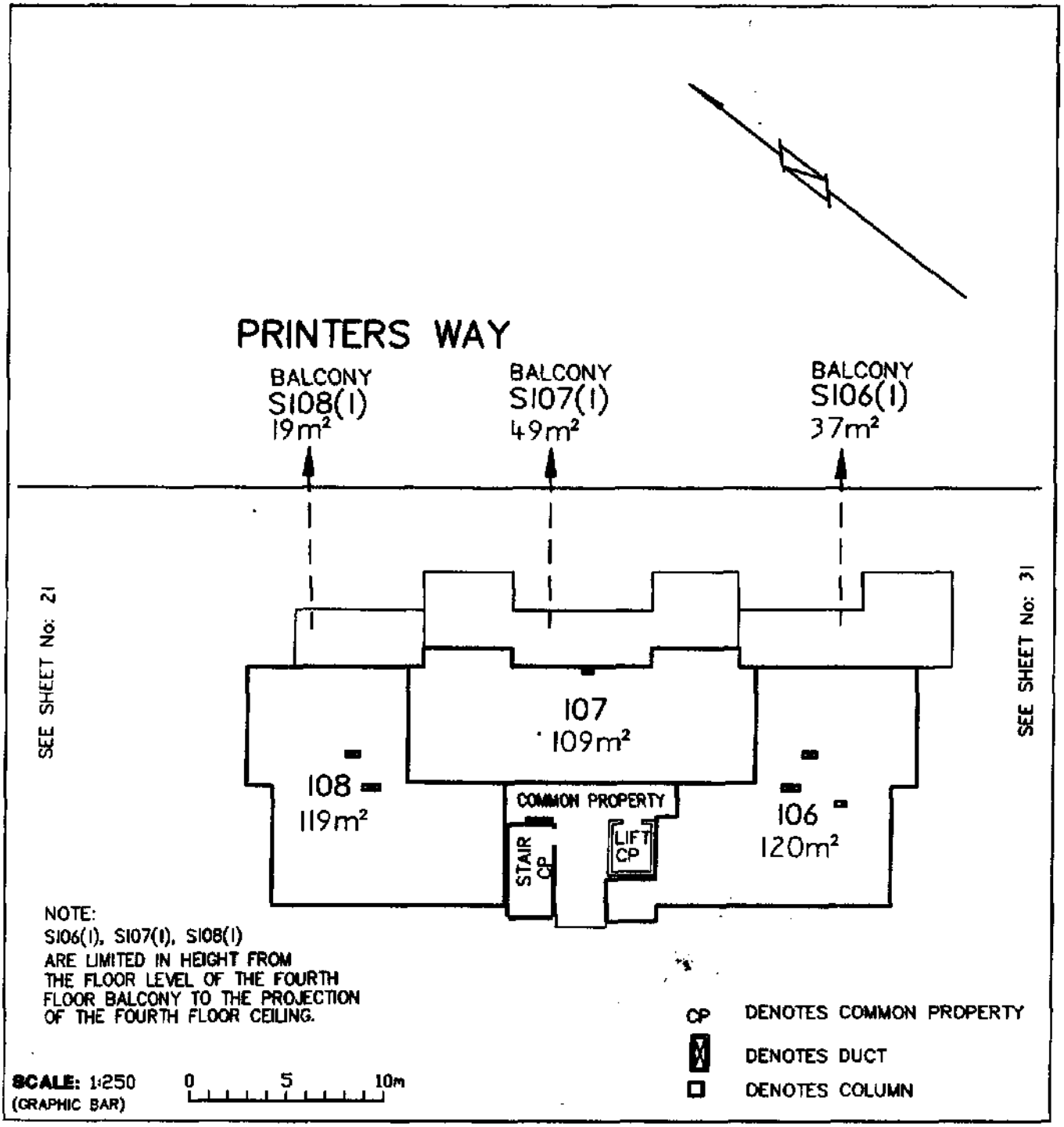
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FOURTH **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DONA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 27 OF 68 SHEETS

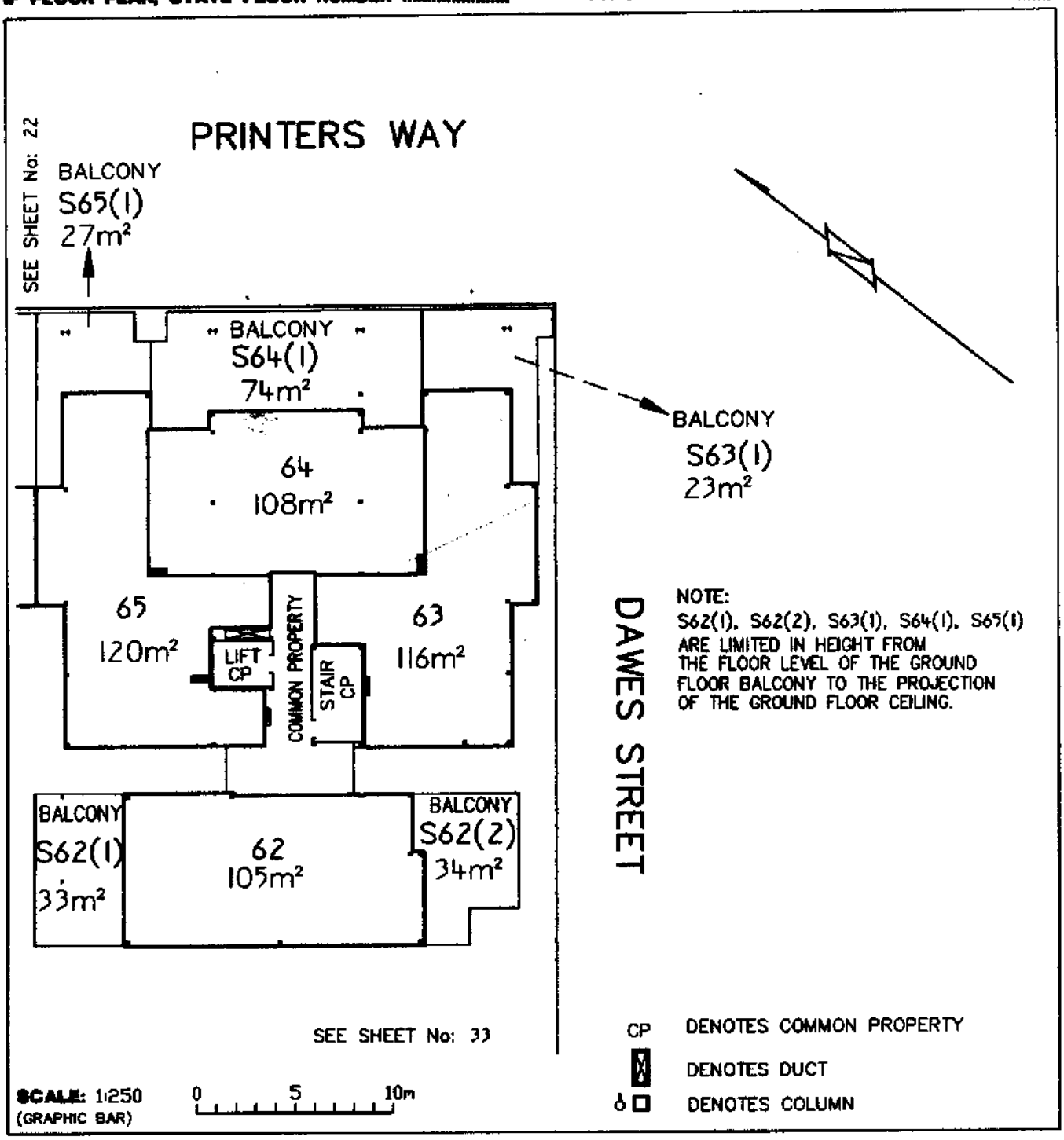
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DUMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 28 OF 68 SHEETS

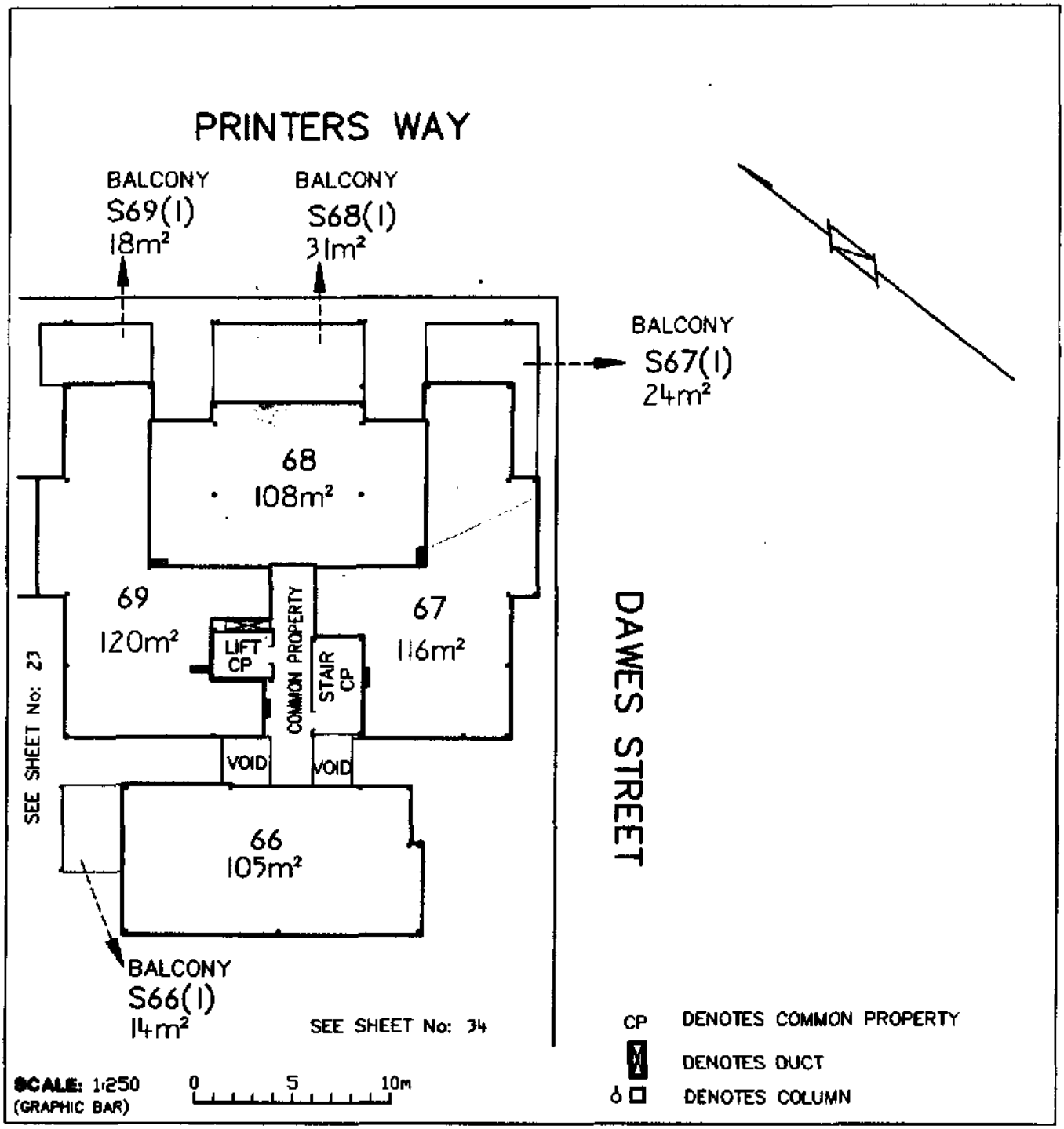
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (Mark appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 29 OF 68 SHEETS

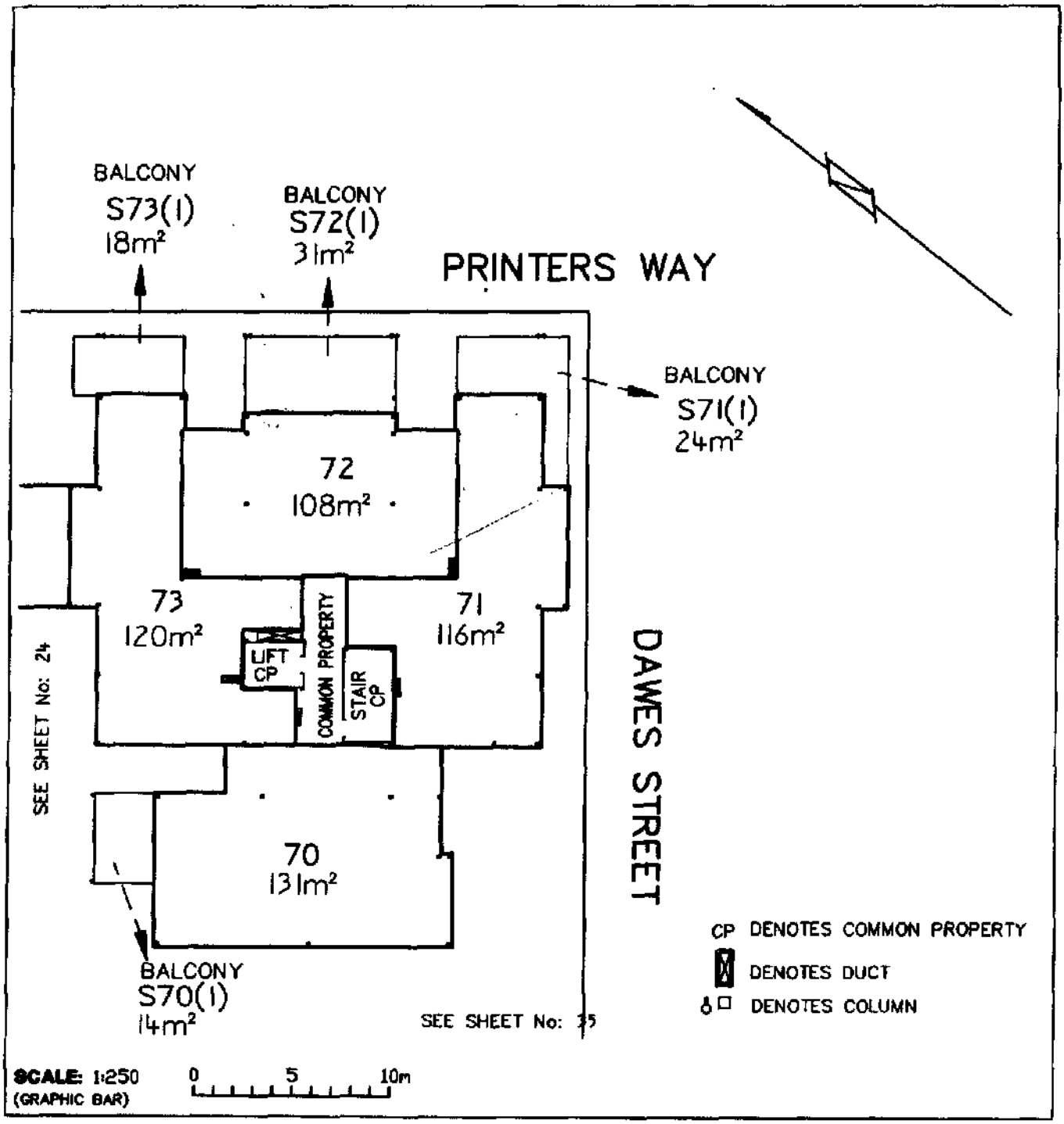
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 30 OF 18 SHEETS

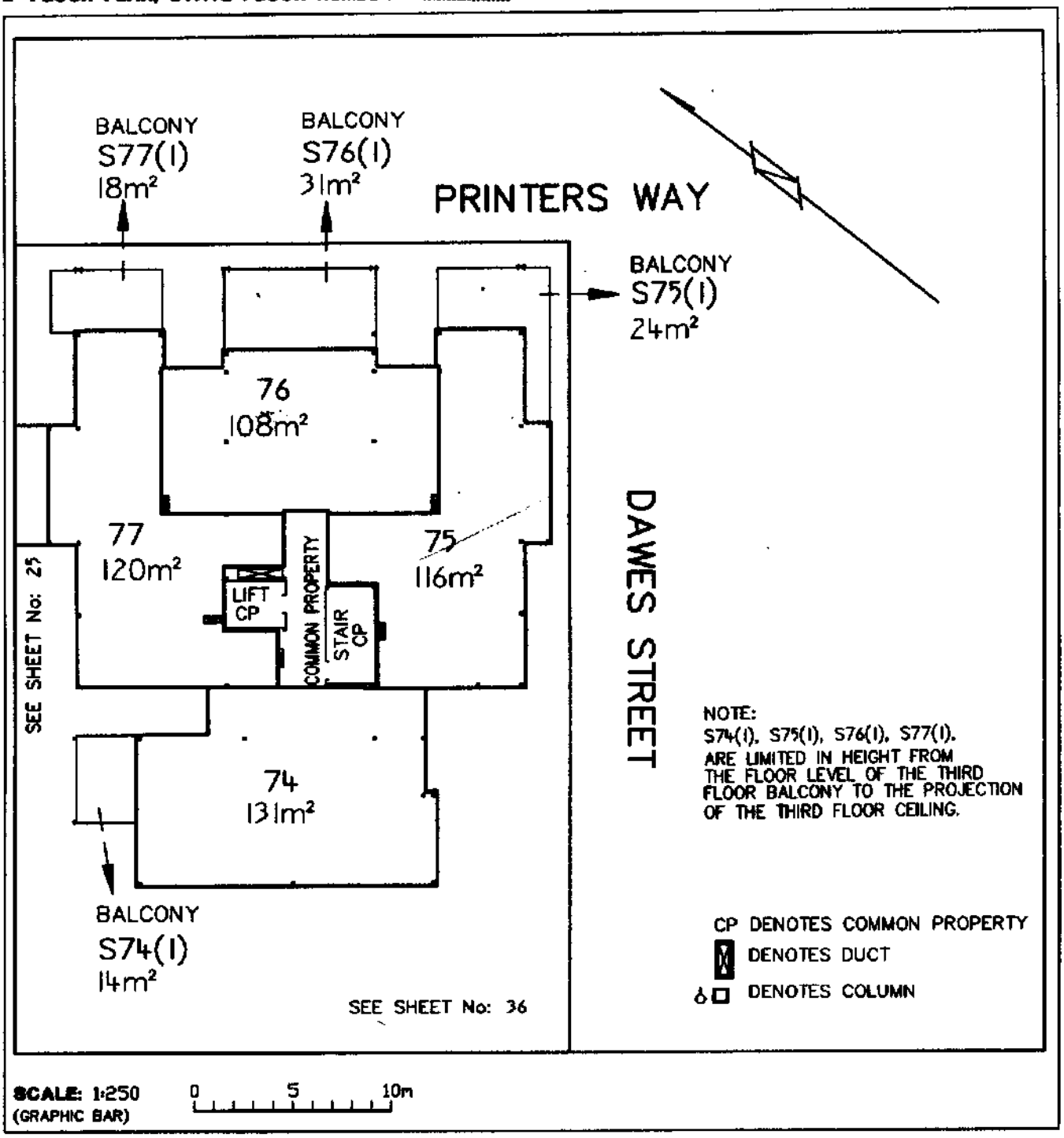
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD **4. CLASS OF UNIT (A OR B)** A



SCALE: 1:250 (GRAPHIC BAR) 0 5 10m

5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 31 OF 68 SHEETS

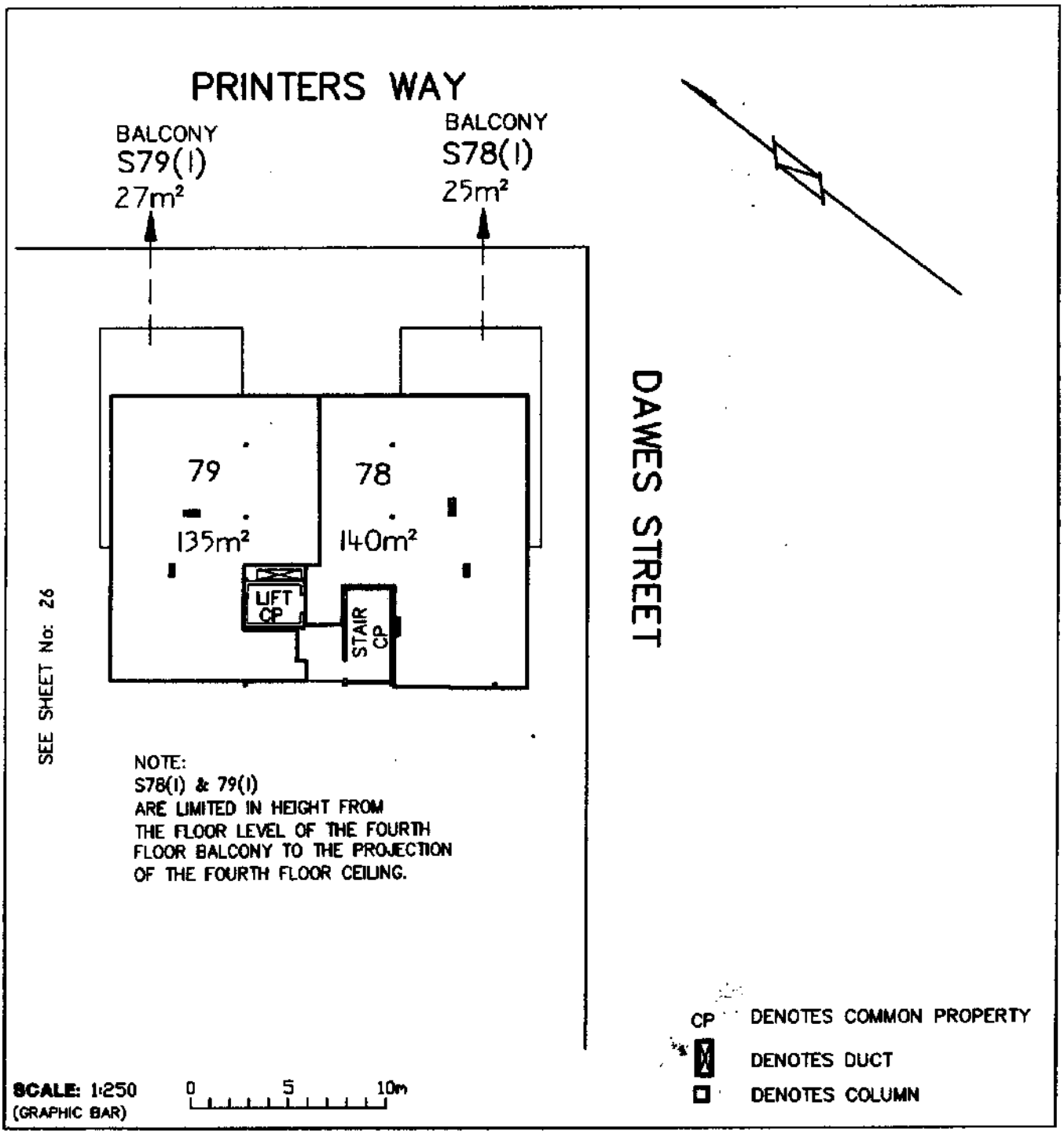
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FOURTH **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 582 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 32 OF 68 SHEETS

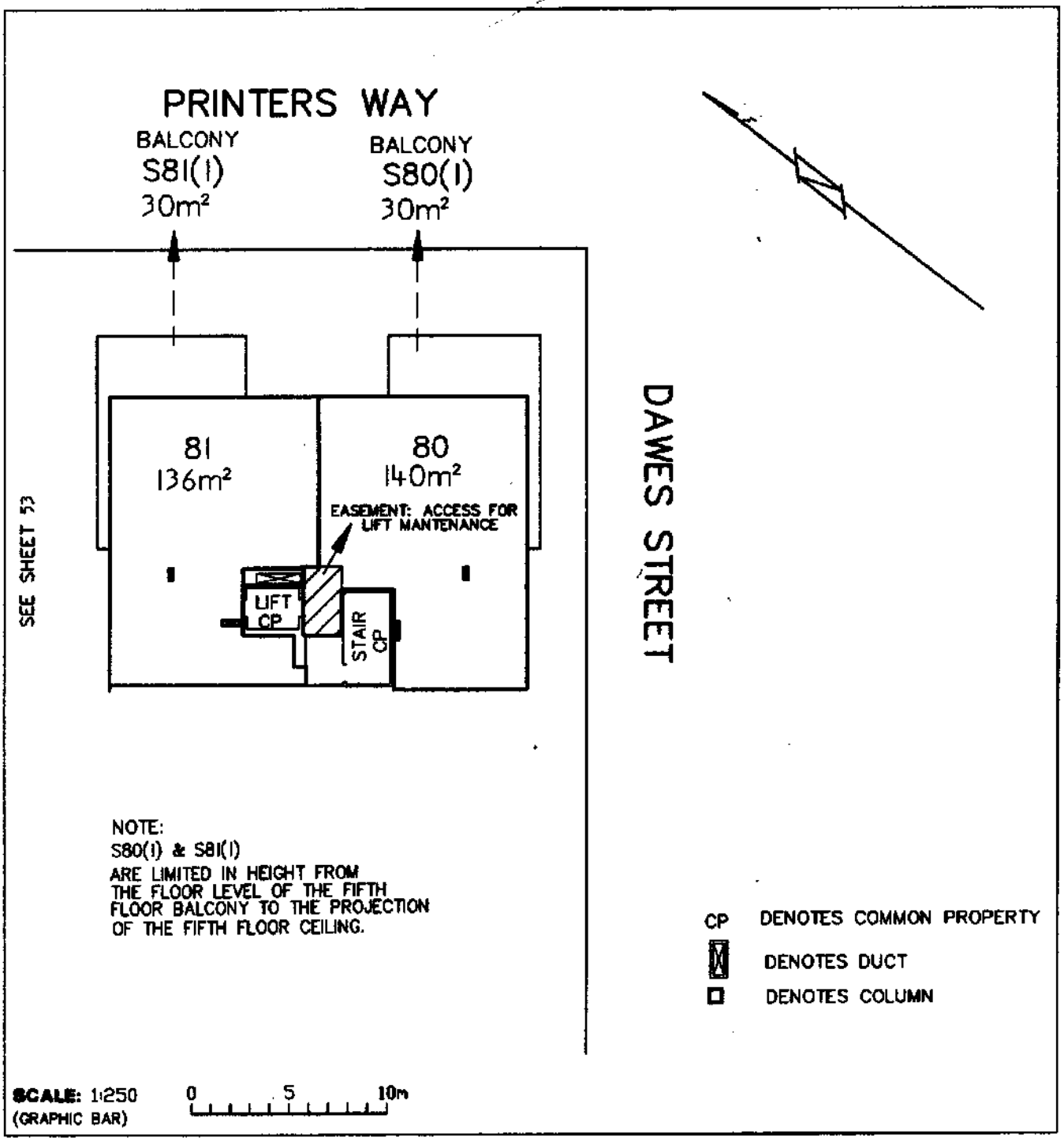
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIFTH **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE BEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 33 OF ... SHEETS

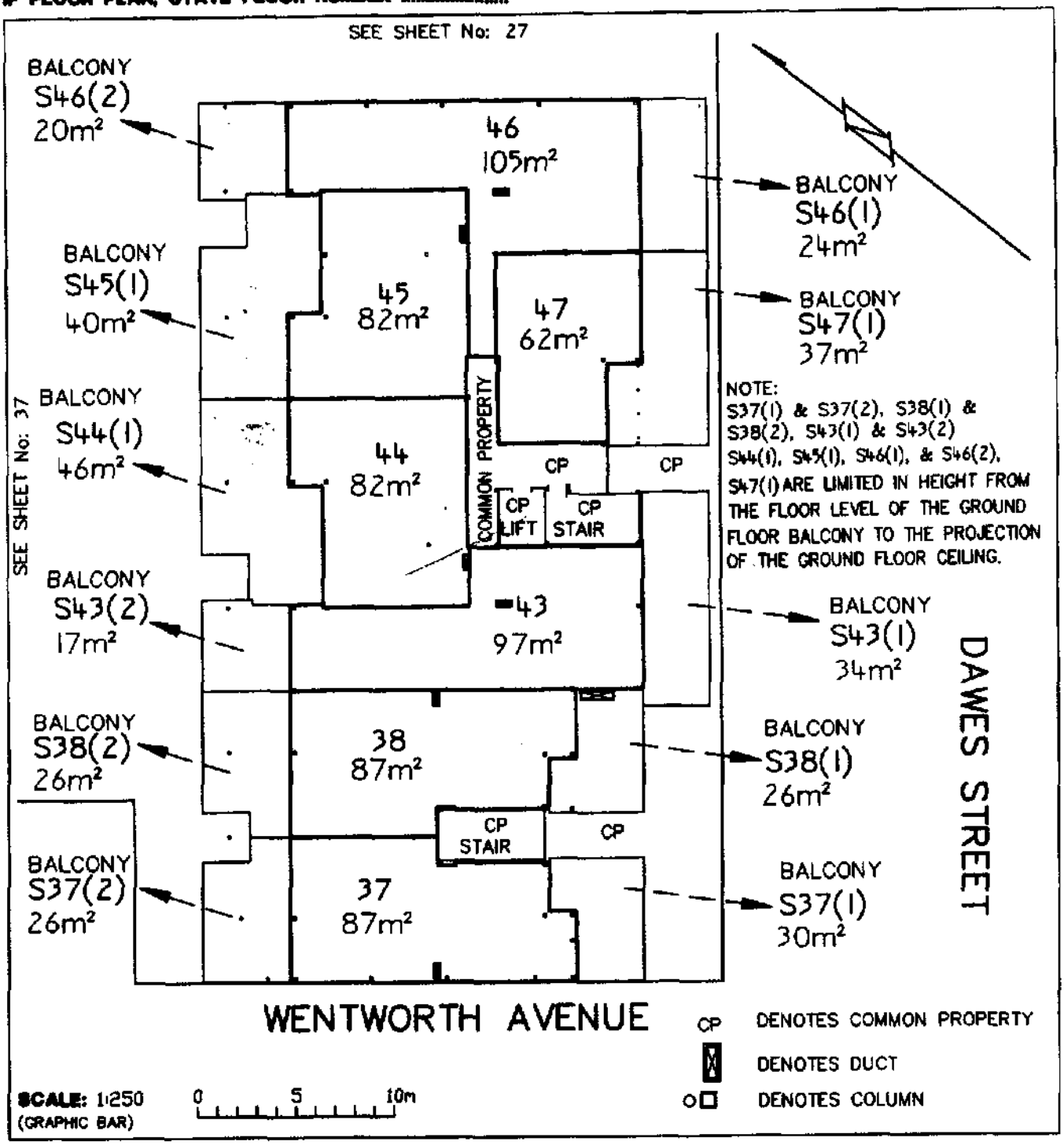
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	EULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 34 OF 68 SHEETS

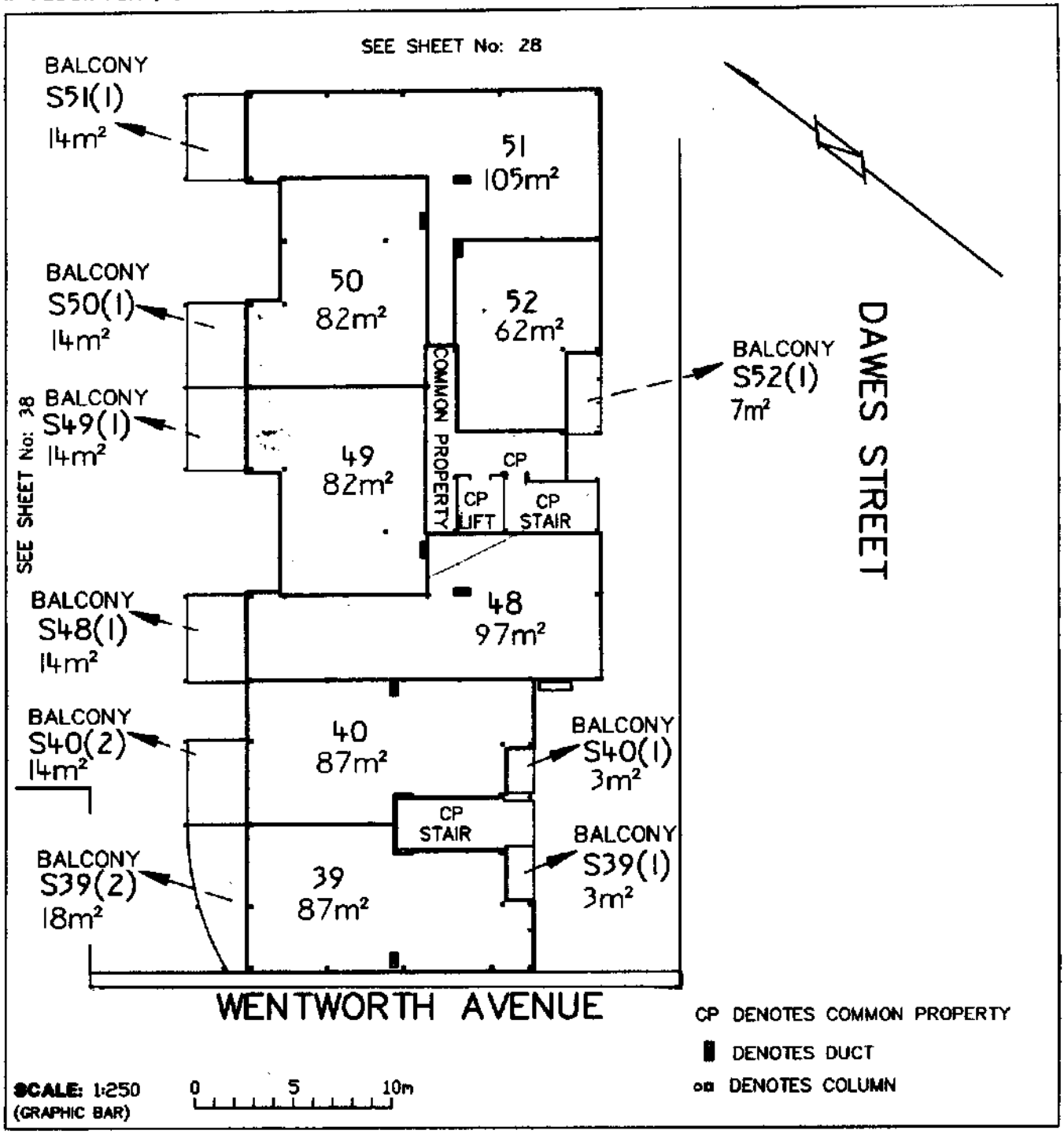
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

Applicant	Registered Surveyor (please sign for site plan only)	Delegate of the Minister
THE DEMA GROUP		DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 35 OF 60 SHEETS

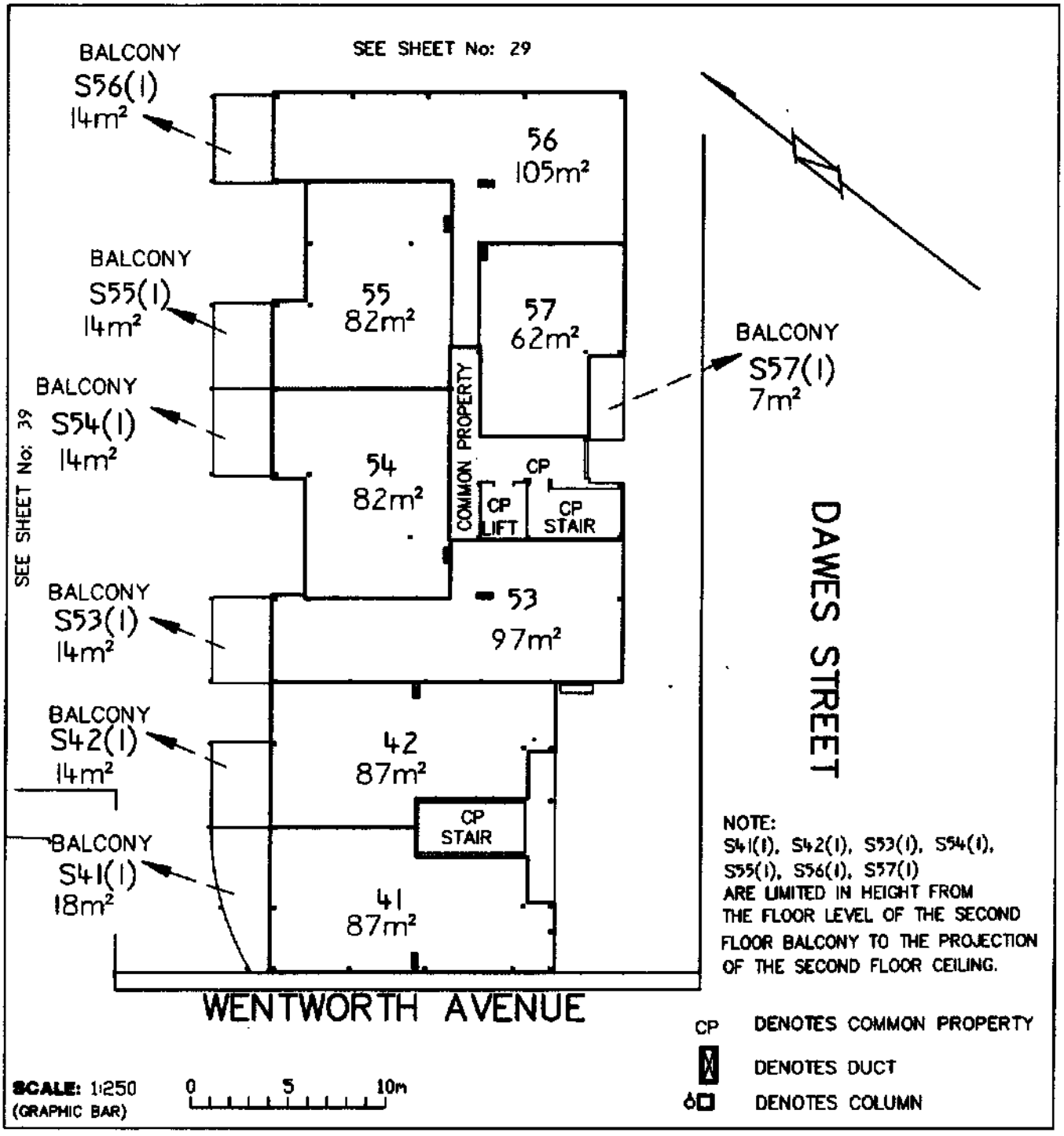
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE BEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 36 OF 68 SHEETS

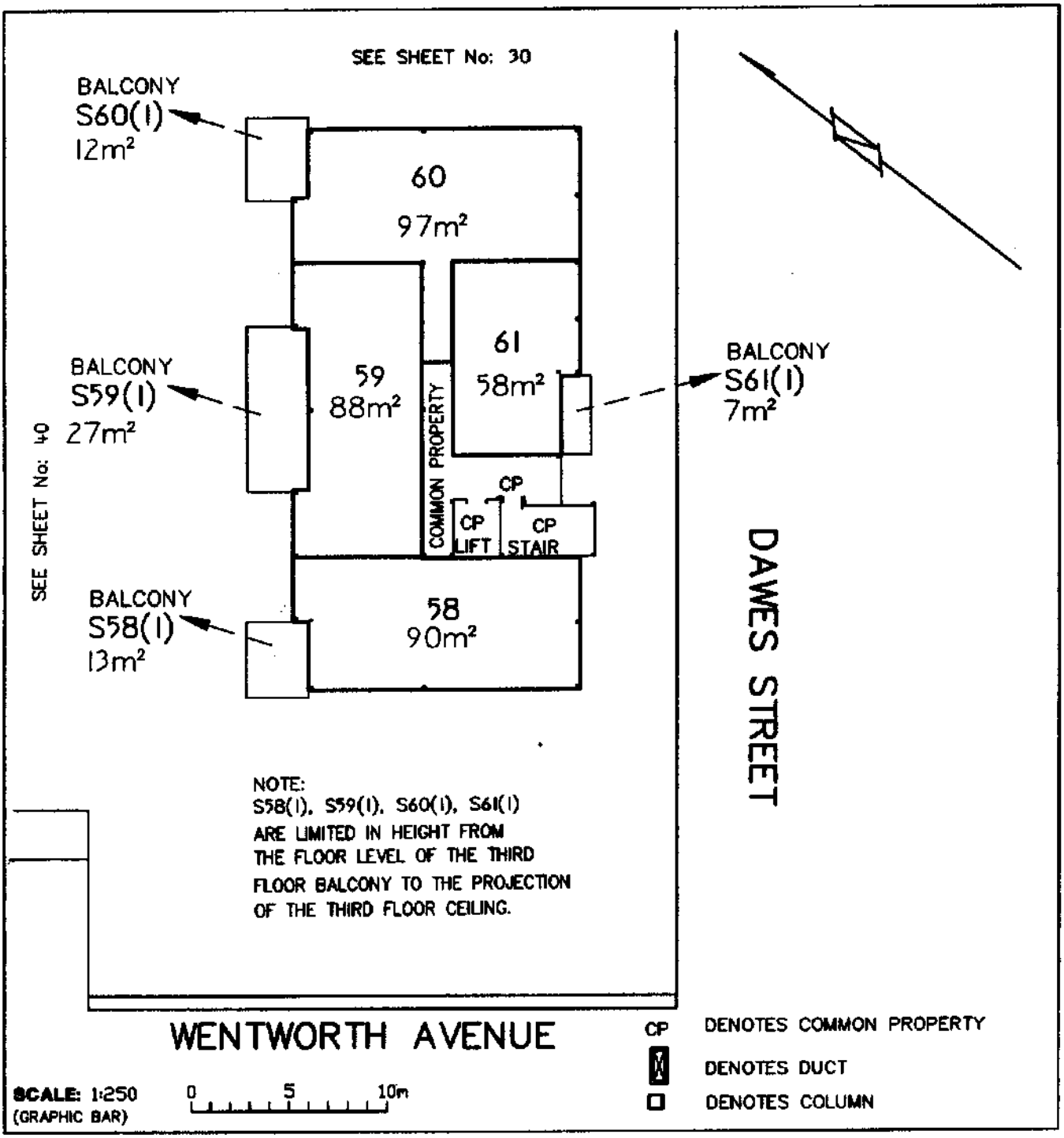
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 37 OF 68 SHEETS

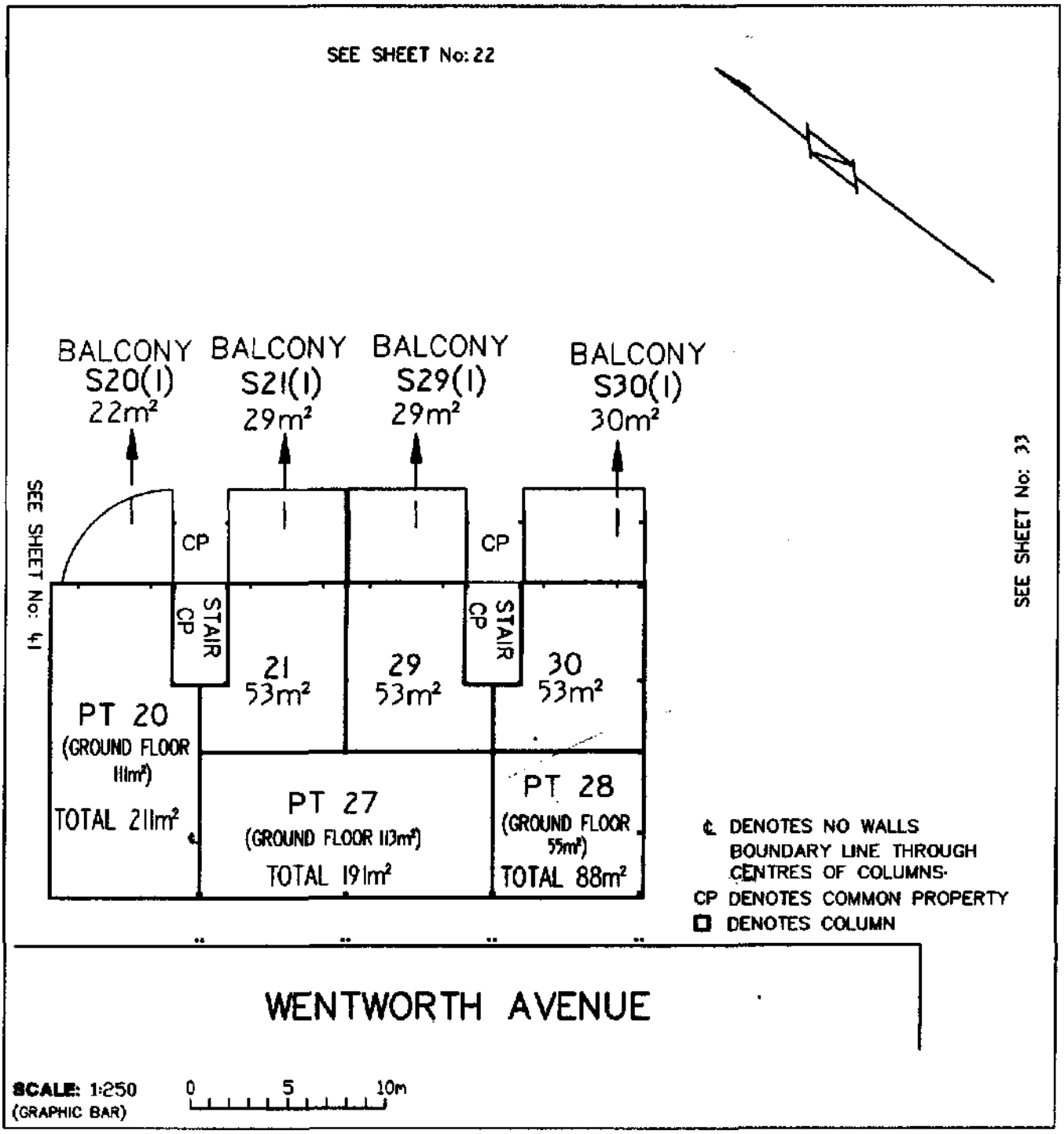
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 38 OF 68 SHEETS

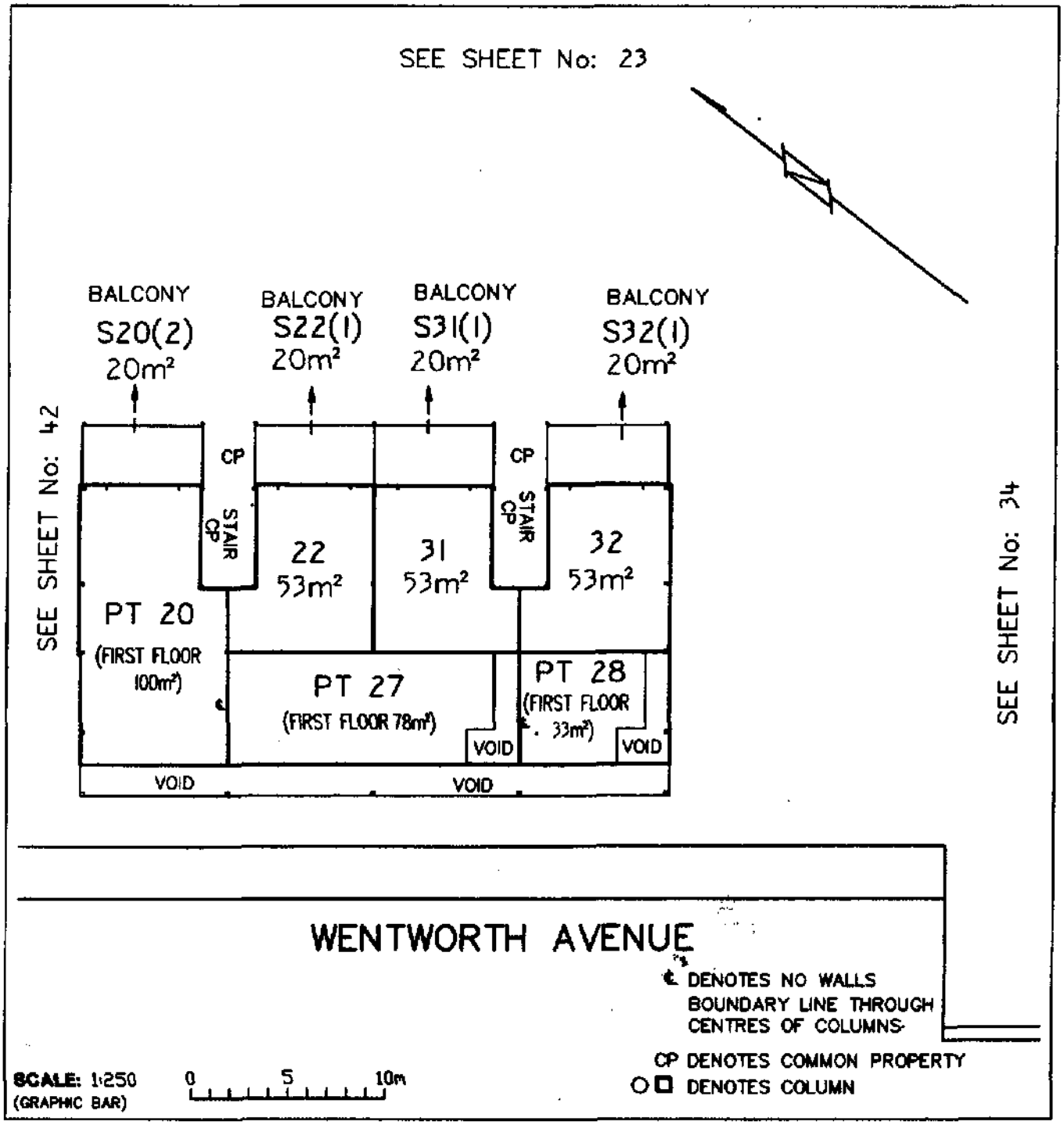
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCIE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 39 OF 68 SHEETS

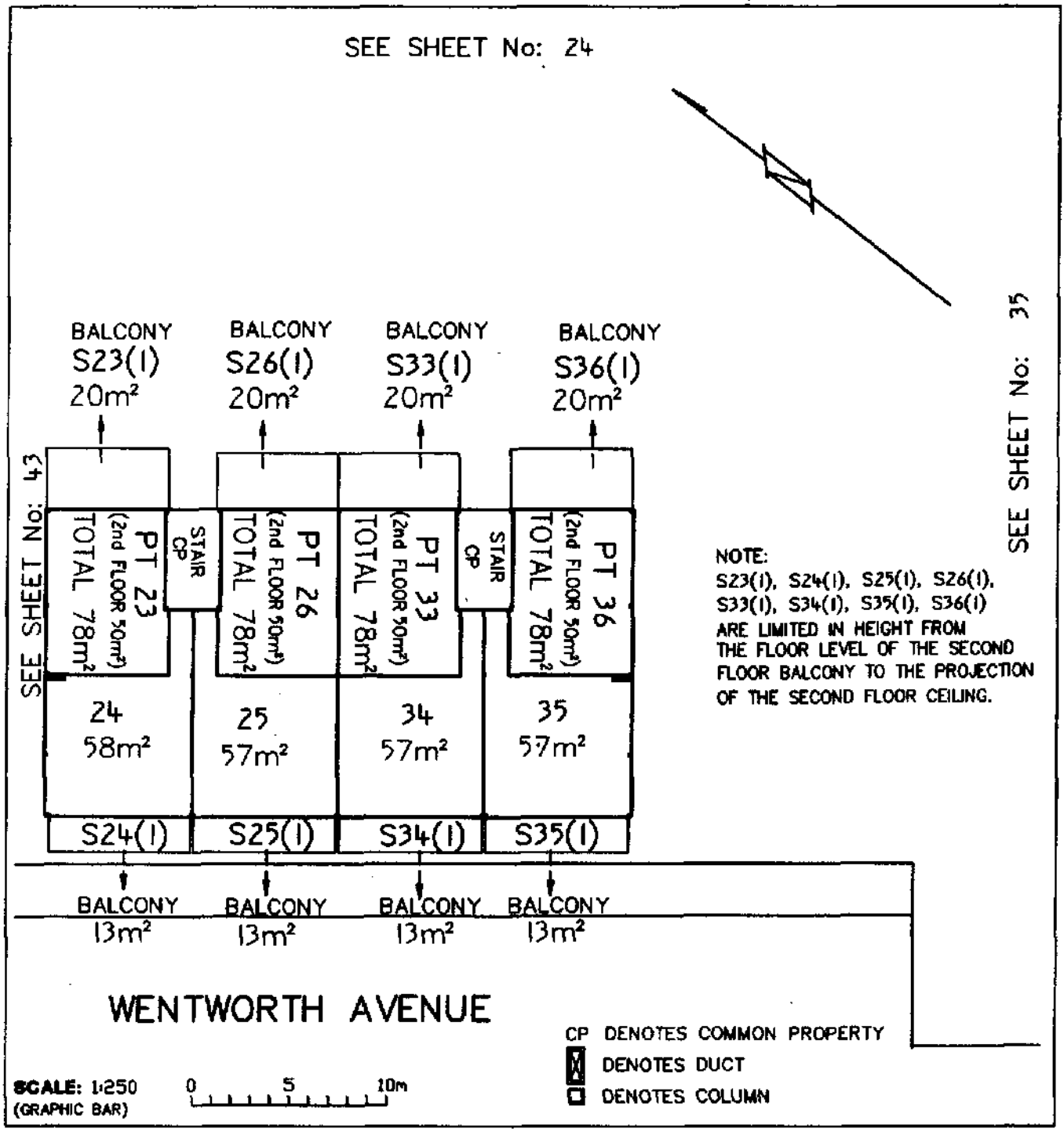
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 40 **OF** 68 **SHEETS**

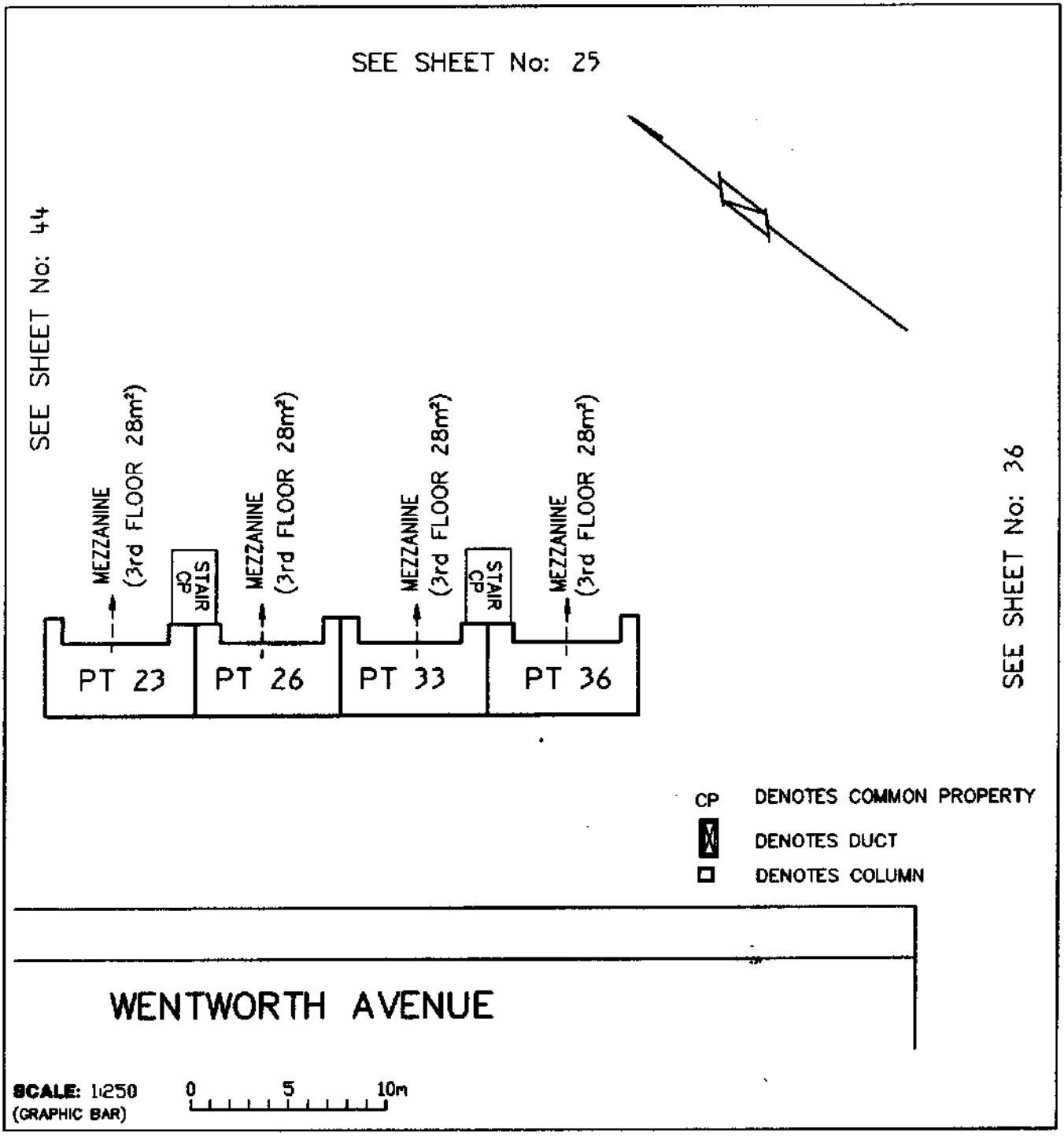
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 41 OF 68 SHEETS

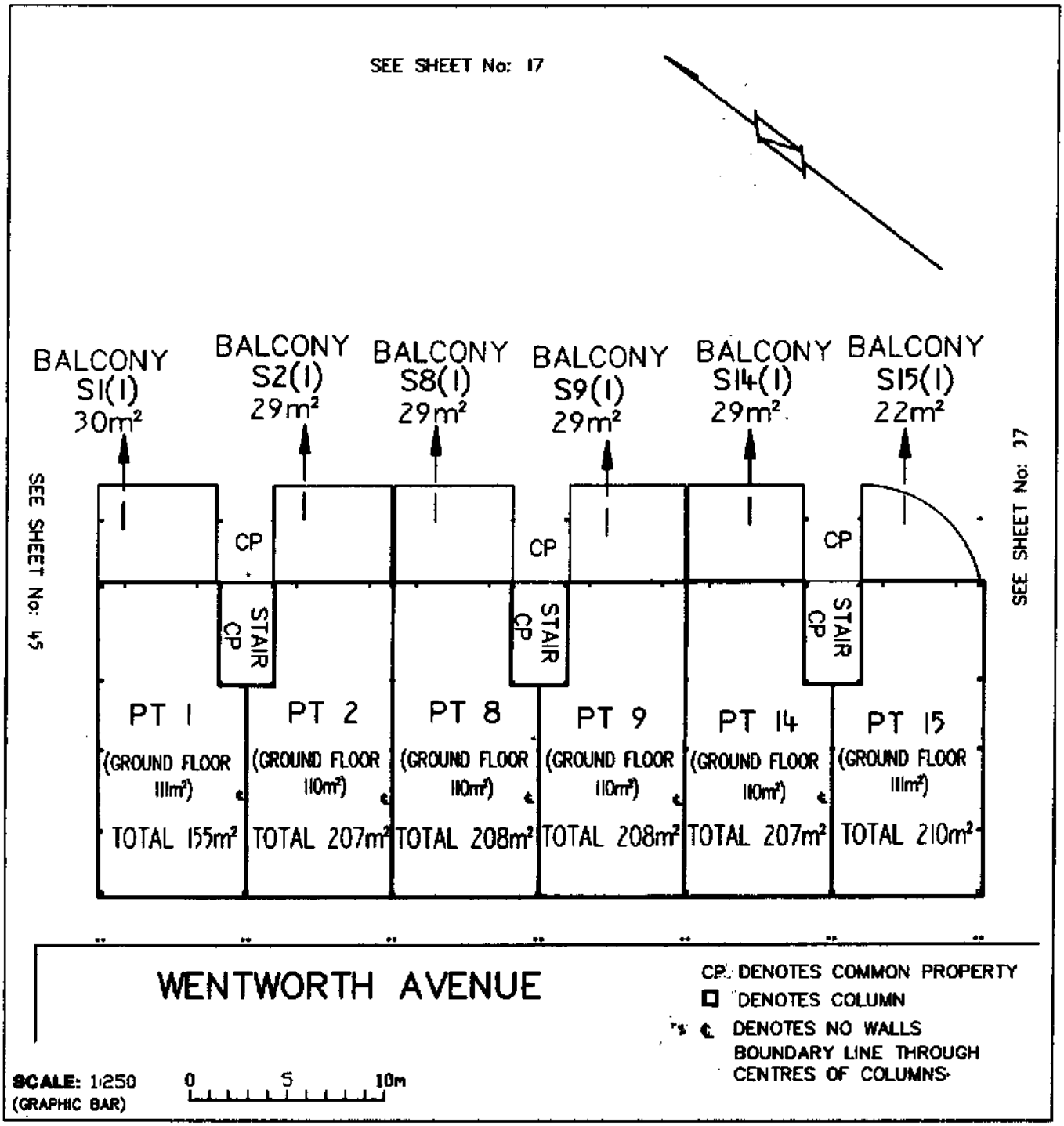
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND **4. CLASS OF UNIT (A OR B)** A



6. EXECUTION

THE BEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 42 OF 68 SHEETS

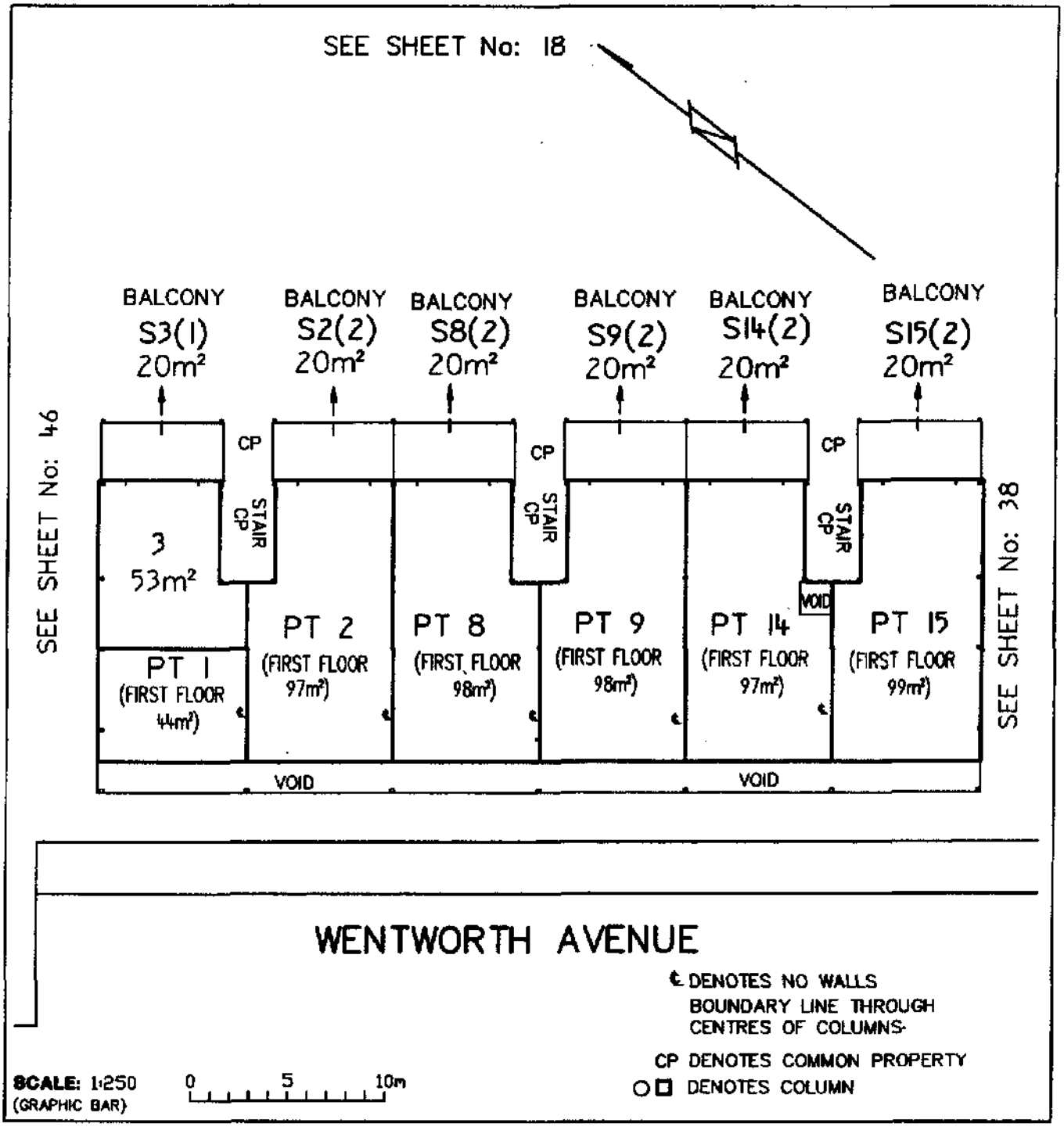
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 43 OF 65 SHEETS

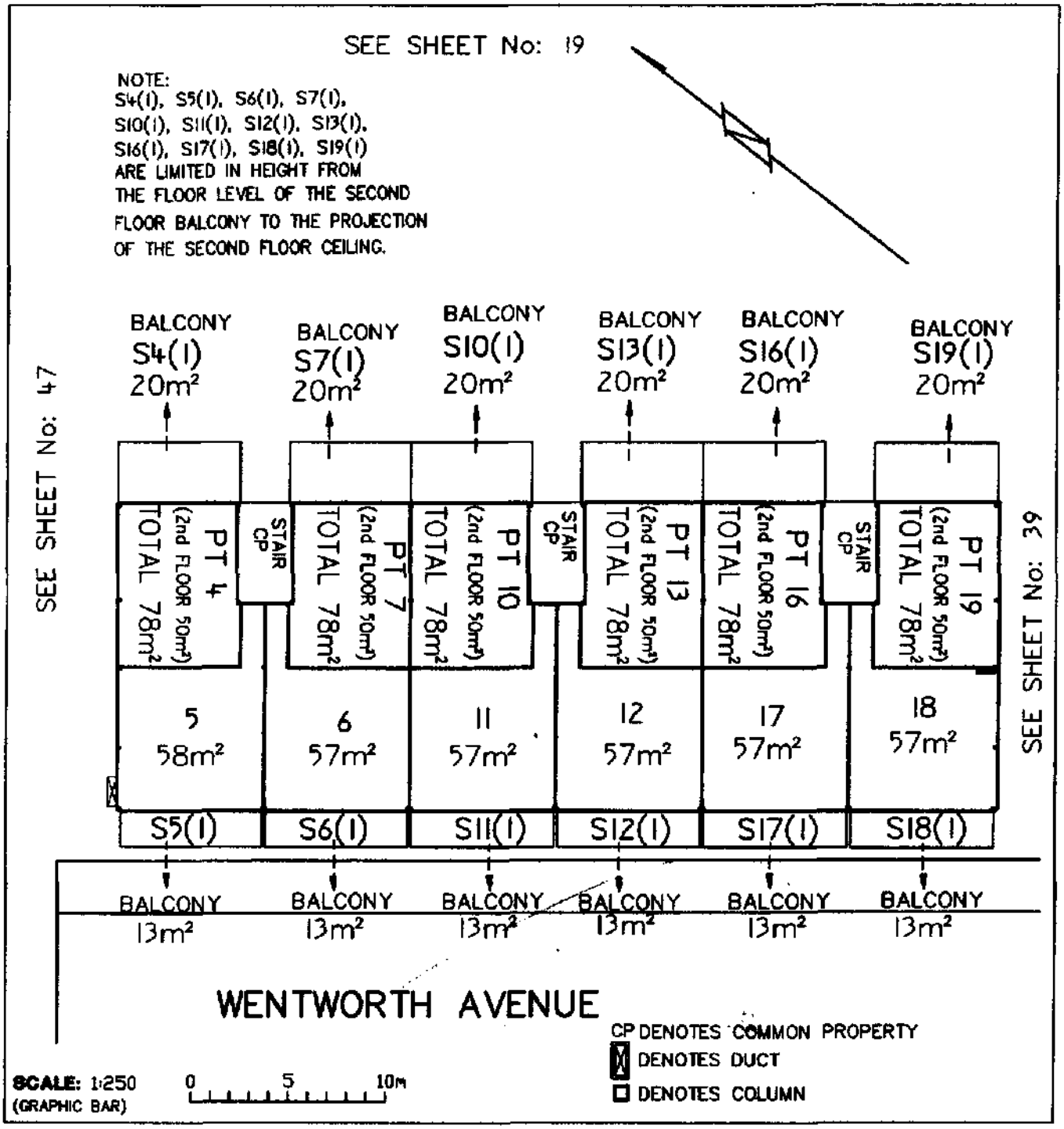
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 916

LAND TITLES (UNIT TITLES) ACT 1970

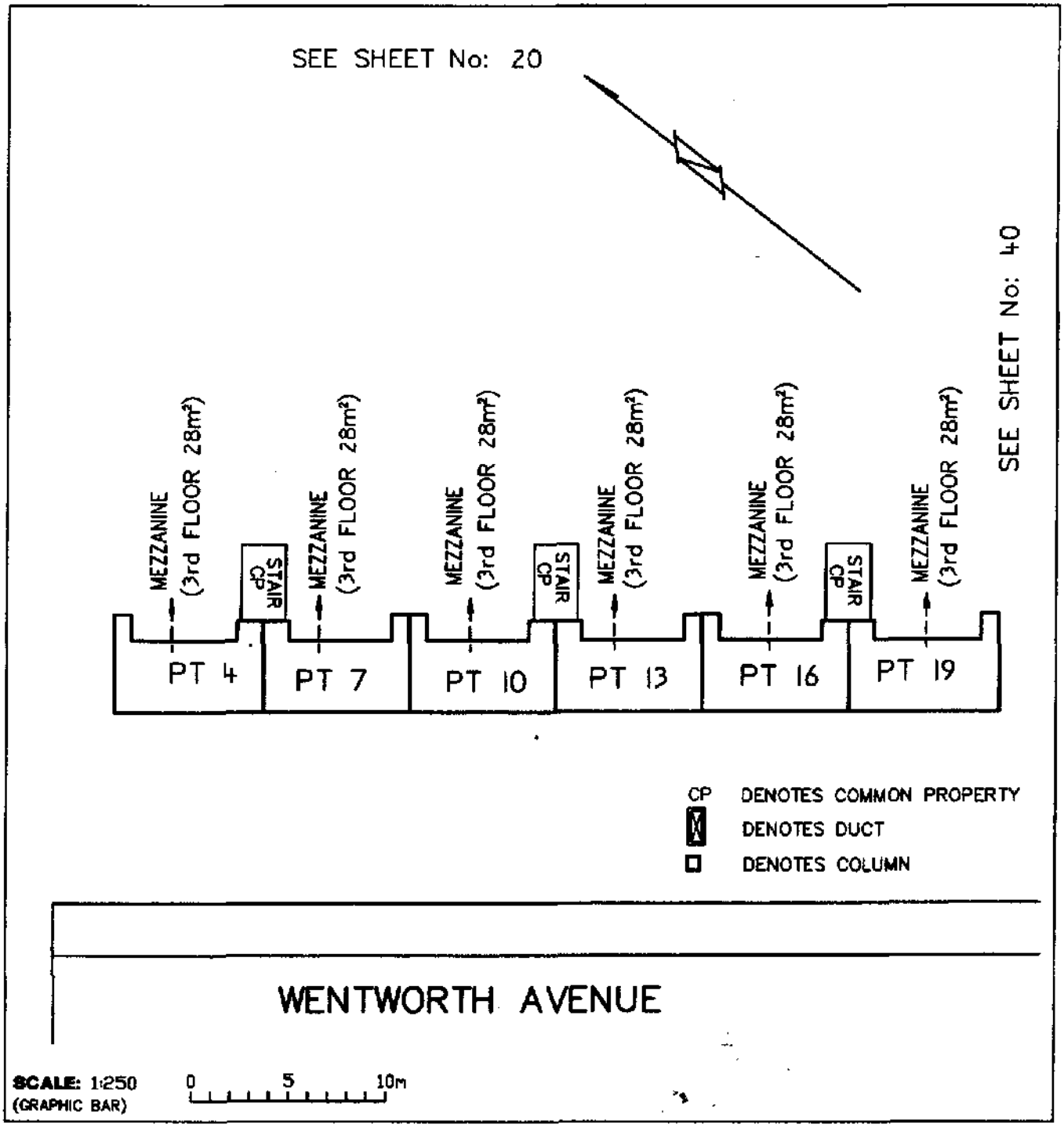
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** **(tick appropriate box)**

3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE BOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 45 OF 68 SHEETS

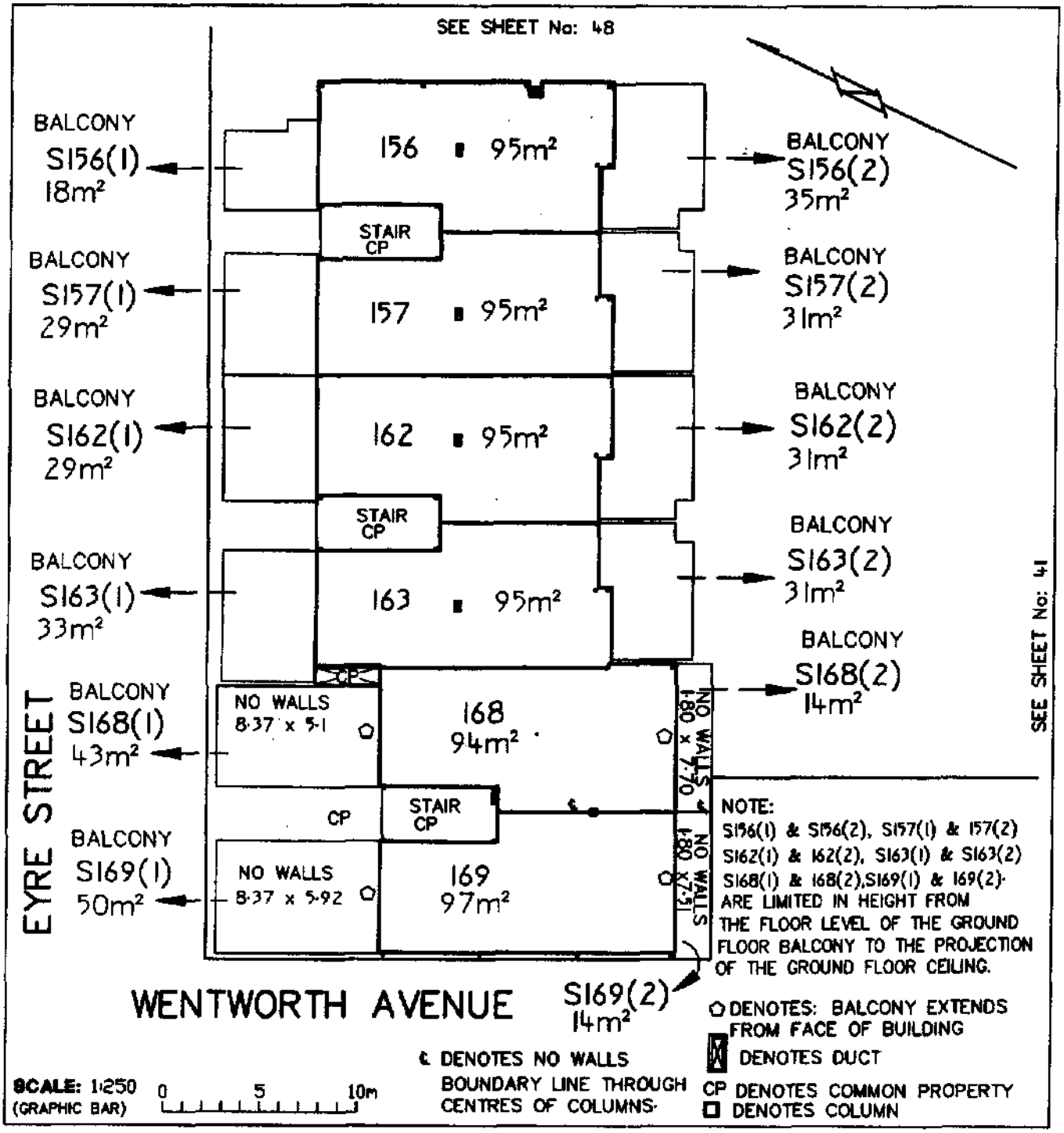
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ SITE PLAN ☒ FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 916

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 46 **OF** 68 **SHEETS**

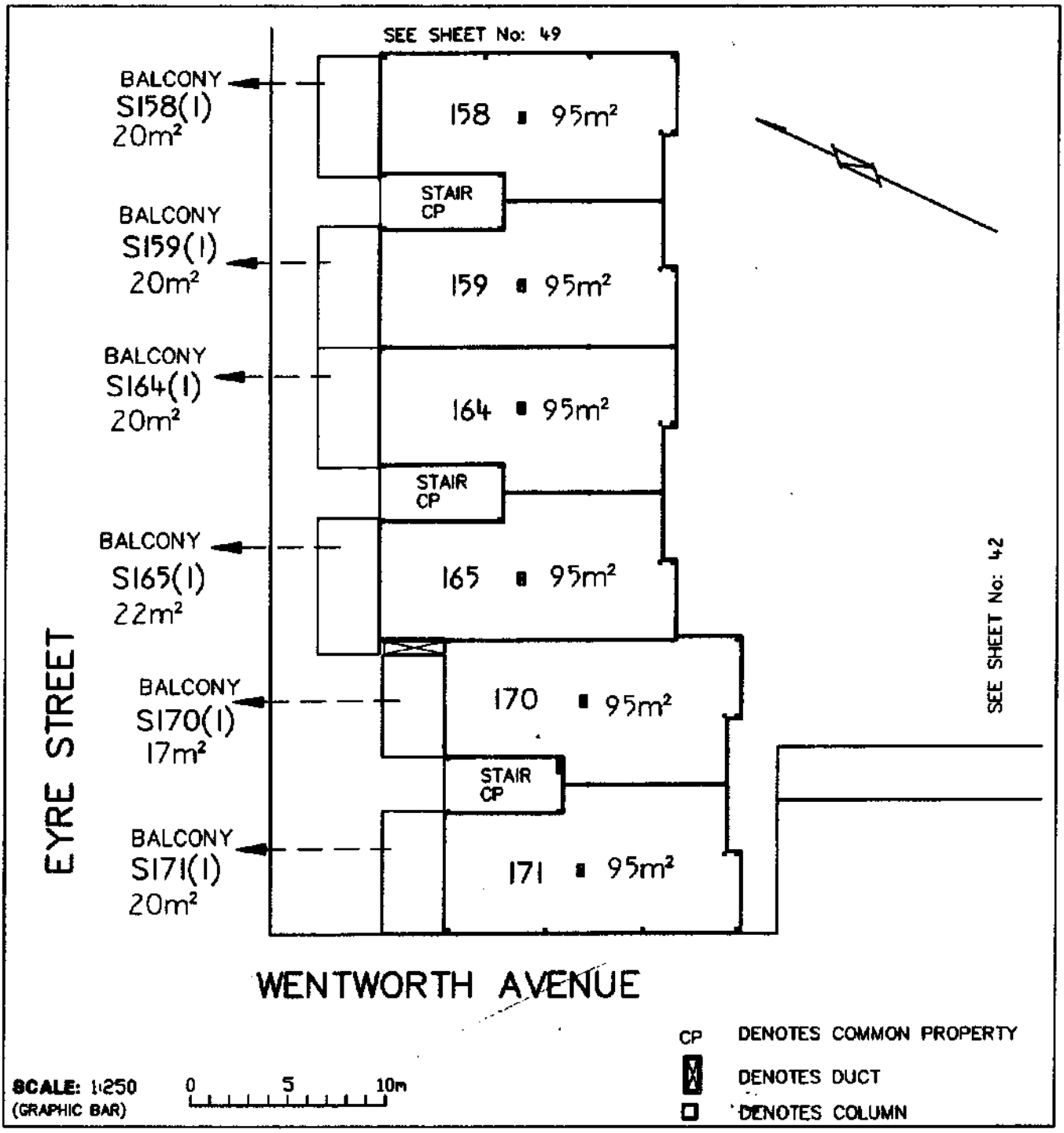
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 47 OF 68 SHEETS

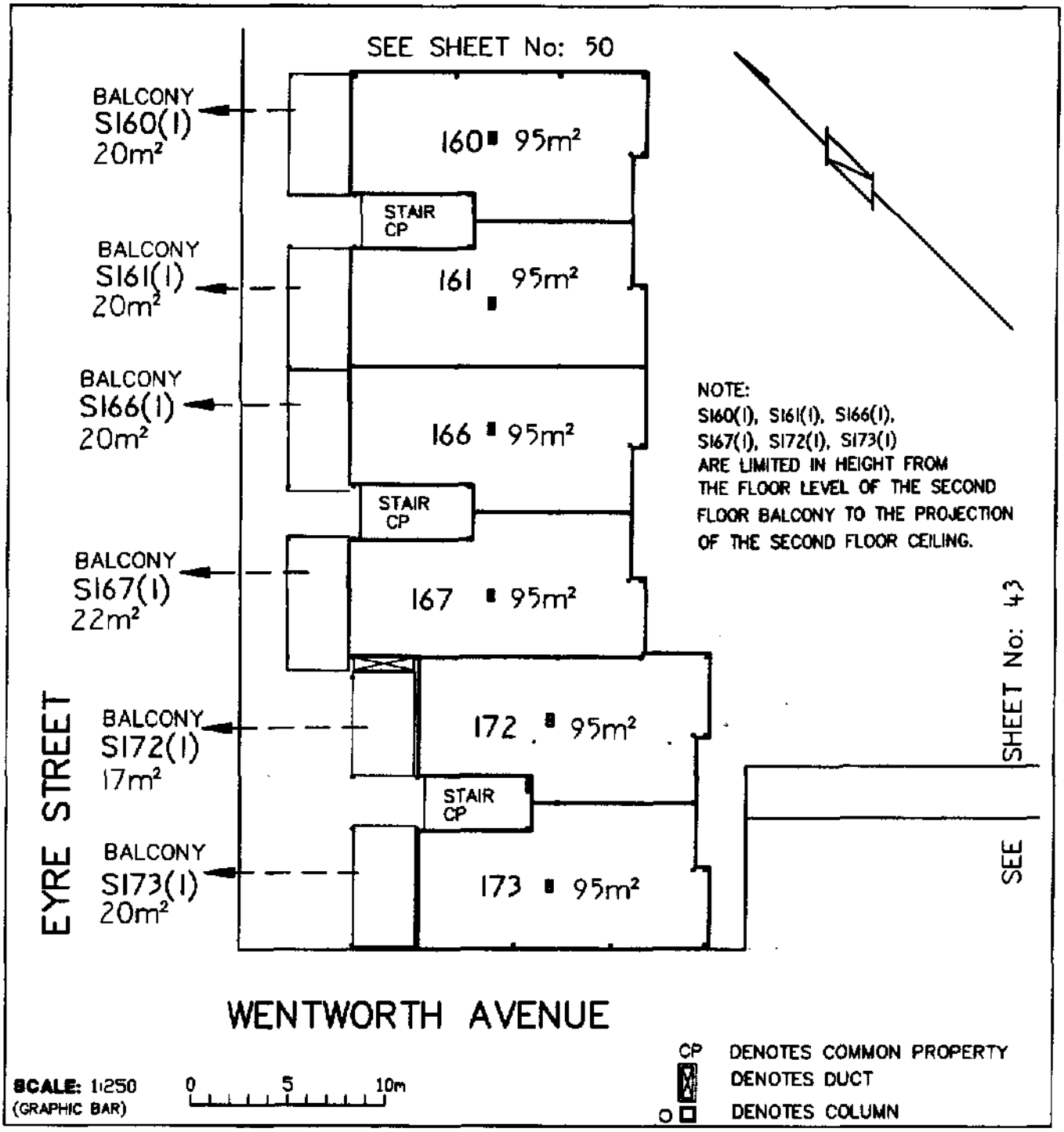
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE BEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 48 OF 68 SHEETS

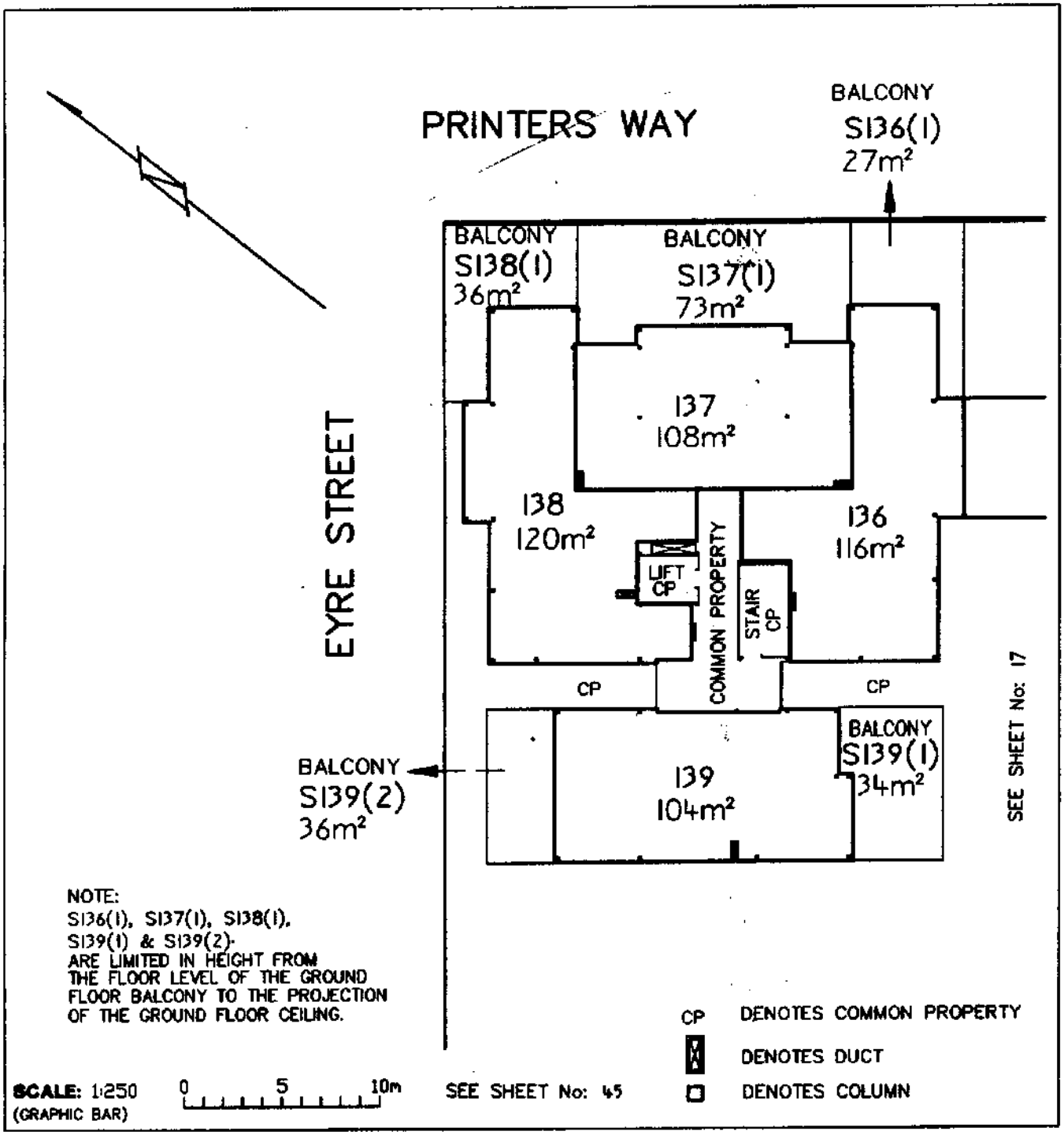
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 49 OF 68 SHEETS

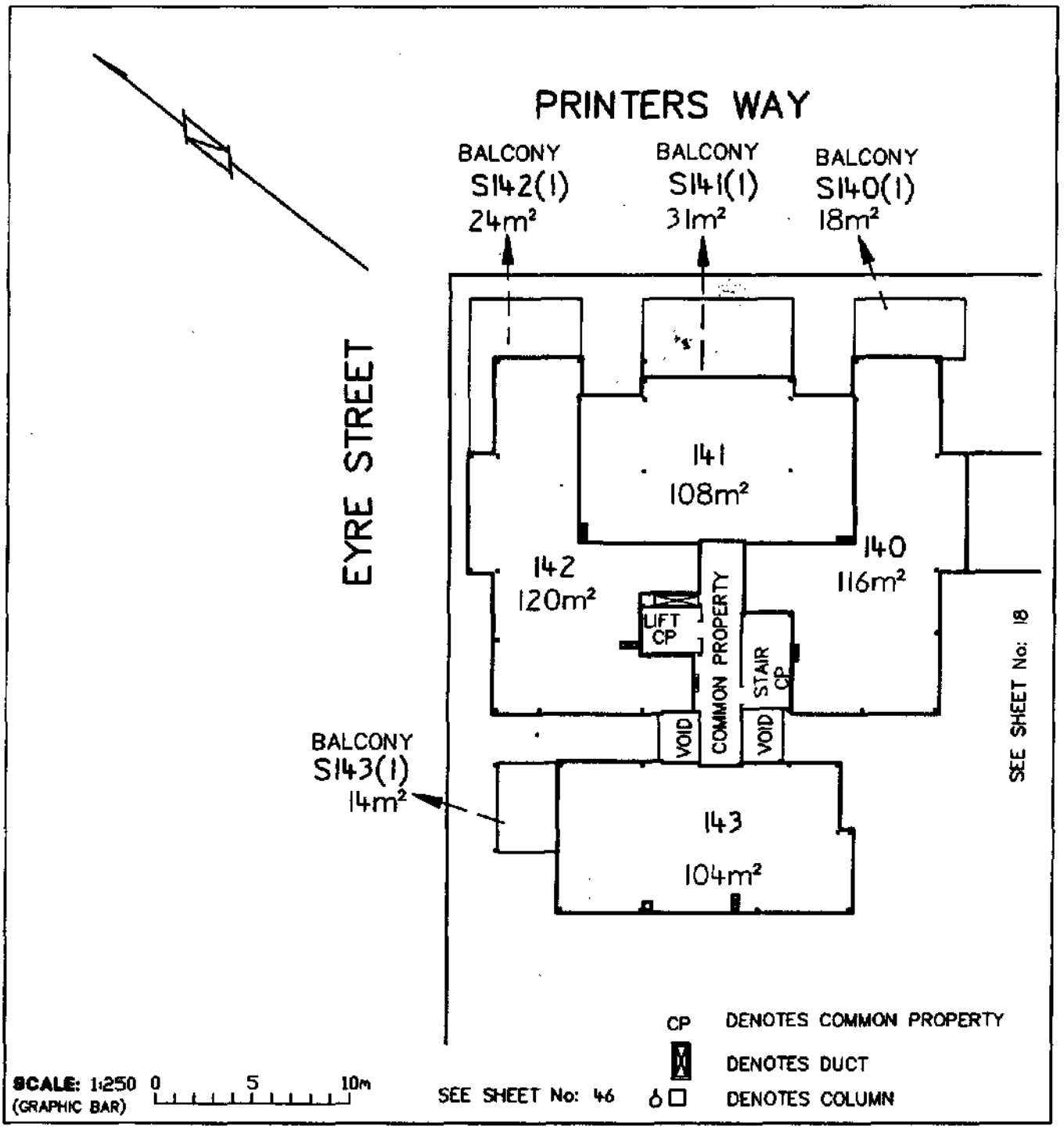
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☒ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

Applicant: THE DOMA GROUP	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 50 OF 68 SHEETS

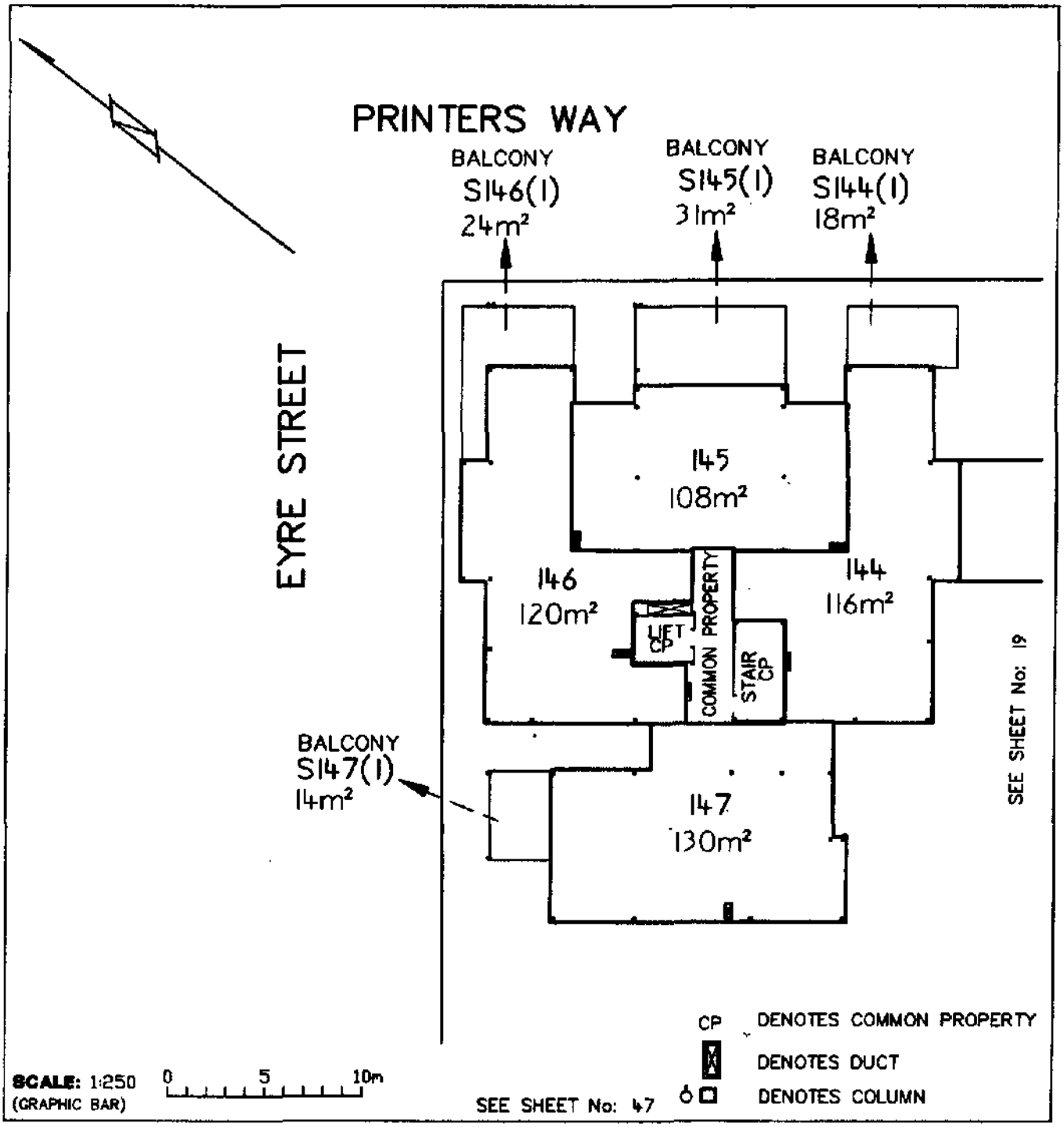
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No. 51 OF 68 SHEETS

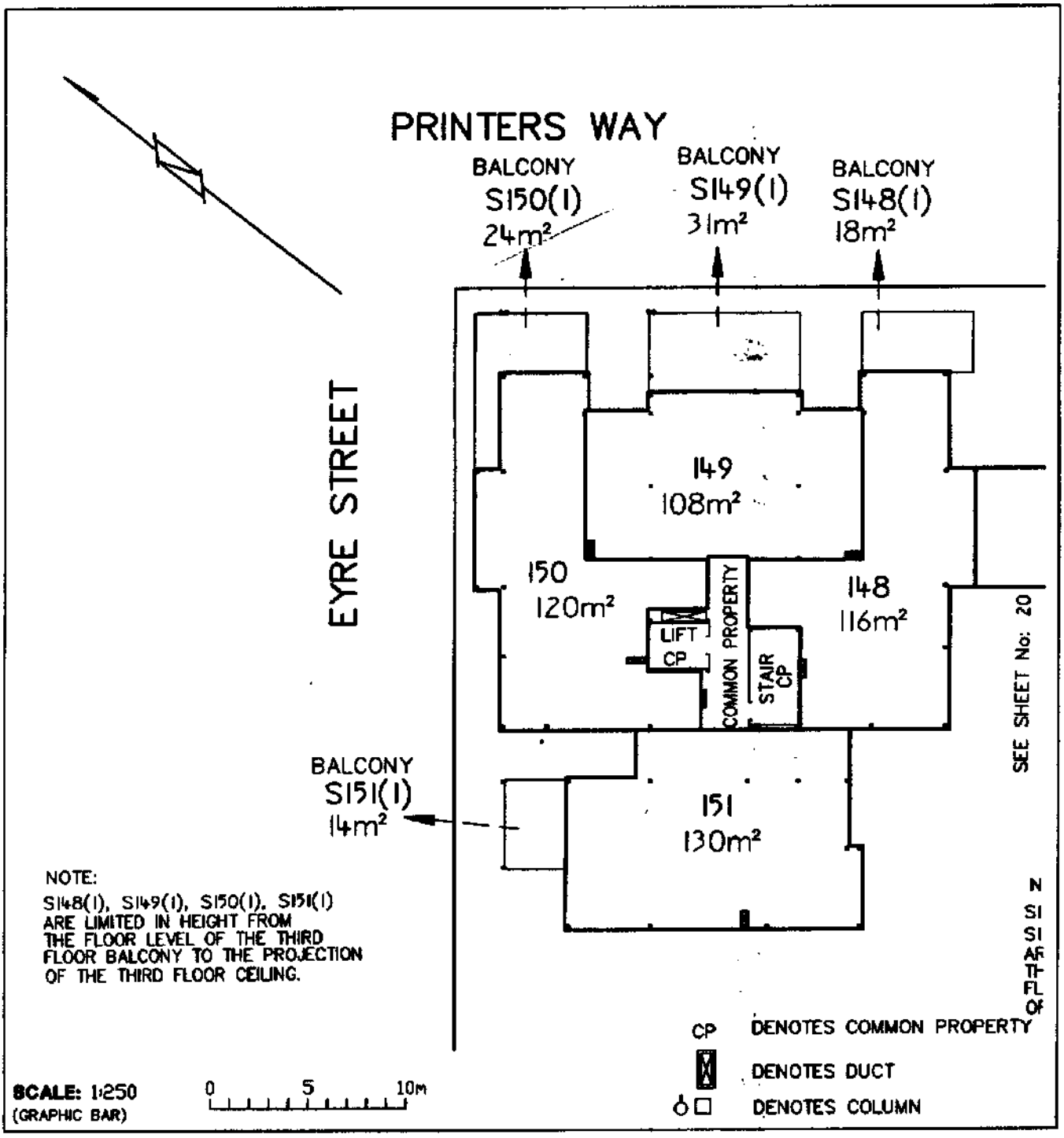
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DEMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 52 OF 68 SHEETS

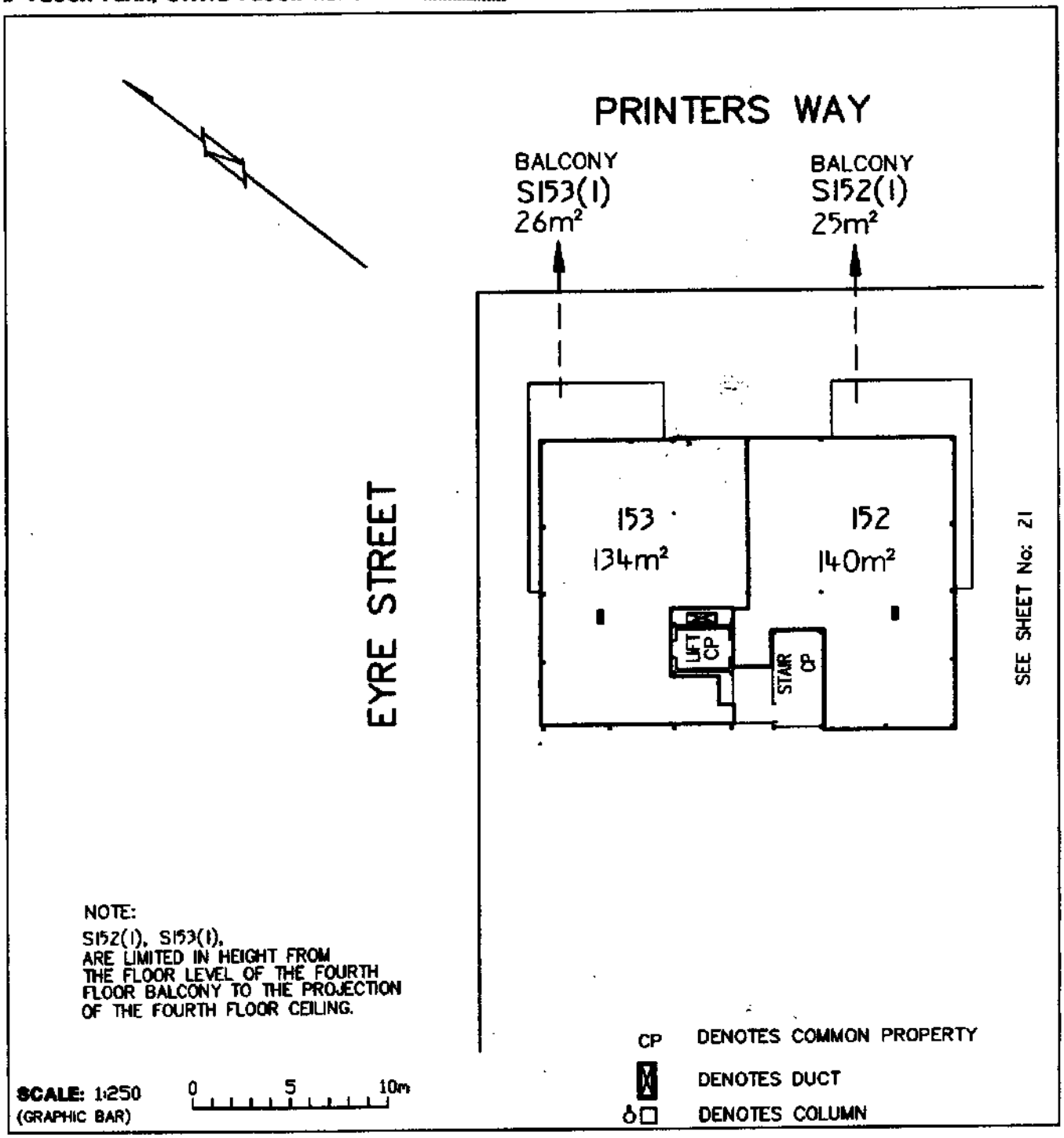
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FOURTH **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

THE DOMA GROUP Applicant	Registered Surveyor (please sign for site plan only)	DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister

FORM 1A AND 3
ABN 41 562 230 918

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No 53 OF 68 SHEETS

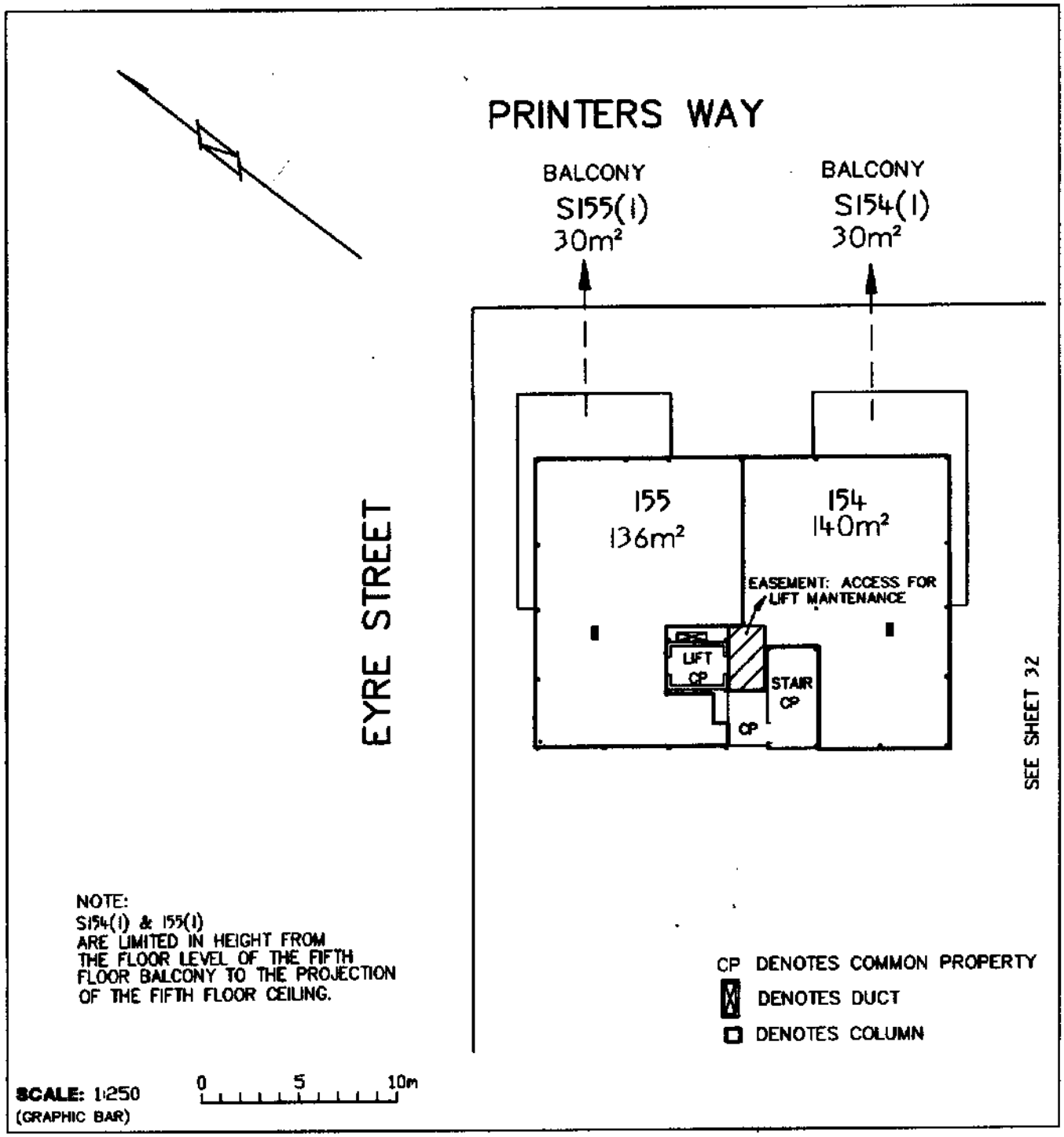
UNITS PLAN No 2839

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	SECTION	BLOCK
KINGSTON	47	7	53	1 & 2

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIFTH **4. CLASS OF UNIT (A OR B)** A



5. EXECUTION

Signed for [illegible] by its attorney [illegible] pursuant to Power of Attorney RN [illegible] of which he has no Application of the revocation thereof

Registered Surveyor (please sign for site plan only)

DULCE LANDER
a delegate of the Planning and Land Authority in exercising its functions
Delegate of the Minister

Form 4

Revised 1/7/03

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 2839

Block 7 Section 47 Division of KINGSTON and
Blocks 1 & 2 Section Division of 53 KINGSTON

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

TERM

1. The term of the lease of each of the units expires on the twelfth day of March Two thousand one hundred and two.

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. The Lessees of each of the Units Nos 1-173 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of his 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 being 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 Land (Planning and Environment) Act 1991 and the Unit Titles Act 2001;

PURPOSE

(c) To use Units 1 to 14, 16 to 19 and 21 to 173 only for the purpose of dwellings and Units 15 and 20 to be used only for one or more of the following purposes:

(i) community uses;
(ii) office;
(iii) restaurant;
(iv) shop RESTRICTED TO the sale of items that are consistent with the use of the parcel for entertainment accommodation or leisure purposes such as speciality goods, arts, crafts and souvenirs and/or for the provision of convenience shopping and personal services for the local workforce and residents; and
(v) tourist facility; and

IN ADDITION Units 1, 2, 8, 9, 14, 27, 28, 30, 168 and 169 may also be used for one or more of the purposes permitted by (i) to (v) of this Clause;

UNIT SUBSIDIARY (d) not to use any unit subsidiary to that unit as a habitation

GROSS FLOOR AREA (e) That the combined gross floor area of all buildings on the premises shall not exceed 20,000 square metres PROVIDED ALWAYS THAT the maximum gross floor area of any shop selling food (other than restaurant) shall be restricted to 250 square metres AND FURTHER PROVIDED ALWAYS THAT the maximum combined gross floor area for the purposes permitted by Clause 3(c)(i) to (v) shall not exceed 2,000 square metres;

FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (f) That the Lessee shall provide and maintain facilities and access on the parcel for persons with a disability in accordance with plans and specifications submitted to and approved in writing by the Authority;

PRESERVATION OF TREES (g) That the Lessee shall not without the previous consent in writing of the Territory remove any tree to which the Tree Protection (Interim Scheme) Act 2001 or any Act in substitution therefore applies;

SERVICE AREAS (h) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;

BUILDING SUBJECT TO APPROVAL (i) That the Lessee shall not without the previous consent in writing of the Authority erect any building on the parcel or make any structural alterations to the unit;

REPAIR (j) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;

FAILURE TO REPAIR (k) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit 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 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 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 (l) To permit any person or persons authorised by the Authority to enter upon the unit at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES (m) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when the same fall due.

QUIET ENJOYMENT 4. The Commonwealth covenants with each of the Lessees of all the units that the Lessee paying the rent 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 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 herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

COMMUNITY TITLE

(c) That the Lessee will ensure that the Owners Corporation must, within thirty (30) days of receipt of written notice from the Agency, or such other period of time as notified by the Agency:

(i) apply to the Authority to be included in a scheme and/or

(ii) authorise any application for the parcels to be included in a scheme;

The application will be on the terms and conditions specified by the Agency;

(d) That within fourteen (14) days of the service of the notice under Clause 5(c), the Lessee will ensure that the Owners Corporation may in writing advise the Agency of any concerns the Owners Corporation may have relating to the application of the inclusion of the parcels in the scheme;

(e) That within seven (7) days of receipt of the notice under Clause 5(d), the Agency will endeavour to address the Owners Corporation's concerns by direct negotiation with the Owners Corporation;

(f) That nothing in Clause 5(d) and Clause 5(e) will require formal mediation or arbitration and if the Agency determines that an issue is not capable of being resolved, the Agency's decision will be binding upon the parties;

(g) That without limiting Clause 5(c) the Lessee will ensure that the Owners Corporation must, if required by the Agency:

(i) do all reasonable things necessary to ensure the application in the form required by the Agency is approved by the Authority, including but not limited to:

(A) execution of the application and supporting documentation and all necessary consents and approvals;

(B) development for the scheme of:

(I) a master plan;

(II) a management statement;

(III) the constituent documents for the Body Corporate to be formed on the registration of the scheme; and

(IV) the by-laws of the Body Corporate;

(ii) comply with any requested changes to the scheme by the Authority;

(iii) allow access to the parcels for the purpose of evaluation of the application;

(iv) pay all fees and bear all costs associated with the application;

(v) if required by the Authority under the Act, provide security in relation to the development of the scheme;

(vi) request the Register-General to register the scheme and comply with all requirements and requistions of the Register-General;

(h) That the Lessee will ensure that the Owners Corporation must, if required in writing by the Agency within the period of time reasonably required by the Agency:

(i) apply to the Authority for authorisation to amend the scheme and do all reasonable things necessary to give effect to the amendment; and

(ii) apply under section 81 of the Community Title Act 2001 (ACT) for the scheme to be amalgamated and do all reasonable things necessary to give effect to the amalgamation;

and will be responsible for all associated fees expenses and cost on any application;

FURTHER LEASE (i) That any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;

NOTICES (j) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Owners Corporation 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 - -

(i) 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; and

(ii) the Owners Corporation in accordance with the provisions of the Unit Titles Act 2001;

EXERCISE OF POWERS

(k) Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by -

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

(iii) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

6. In this schedule unless the contrary intention appears:

INTERPRETATION

(a) "application" means an application made under the Community Titles Act 2001 (ACT);

(b) Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;

(c) "building" means any building or structure, as those terms are defined in section 222 of the Land (Planning and environment) Act 1991, which requires approval under Part of that Act;

(d) "child care centre" means the use of the parcel for the purpose of supervising or caring for children of any age throughout a specified period of time in any one day which is registered under the Children and Young Peopole Act 1999 and which does not include residential care;

(e) "community activity centre" means the use of the parcel by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;

(f) "community use" means a child care centre, a community activity centre, a cultural facility, an educational establishment, a health facility, a place of worship and/or a religious associated use;

(g) "cultural facility" means the use of the parcel for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;

(h) "dwelling" means a building or part of a building used as a self contained residence which must include:

- food preparation facilities;
- a bath or shower; and
- a closet pan and wash basin.

It includes outbuildings and works normal to a dwelling;

(i) "educational establishment" means the use of the parcel for the purpose of tuition or training, whether or not for the purposes of gain, and may include associated residential accommodation;

(j) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding an area used solely for rooftop fixed mechanical plant and/or basement car parking;

(k) "health facility" means the use of the parcel for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;

(l) "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;

(m) "office" means the use of the parcel used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;

(n) "outbuilding" means a shed garage or similar structure which is ancillary to the permitted use of the parcel as specified in Clause 3(c) of this Form;

(o) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 2829';

(p) "place of worship" means the use of the parcel for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;

(q) "premises" means the parcel of land and the parcels of air space and any building or other improvements on the parcel and within the parcels of air space;

(r) "religious associated use" means the use of the parcel for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;

(s) "restaurant" means the use of the parcel for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 1975 and whether or not entertainment is provided;

(t) "scheme" means a community title scheme;

(u) "shop" means the use of the parcel for the purpose of selling, exposing or offering for sale by retail or hire, goods and personal services;

(v) "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);

(w) "the Agency" means the Land Development Agency established by section 38 of the Planning and Land Act 2002;

(x) "tourist facility" means the use of the parcel for providing entertainment, recreation, cultural or similar facilities for use mainly by the general touring or holidaying public and may include a restaurant, café, bar, tourist accommodation and the retail sale of arts and crafts, souvenirs, antiques and the like;

(y) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;

(z) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;

(aa) words in the singular include the plural and vice versa;

(ab) words importing one gender include the other genders.

Dated this First day of August 2005

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

Signed by
Lessee: KAYDOT PTY LIMITED A.C.N. 008 633 029
by its Attorney JURE MARKO DOMAZET
under Power of Attorney Registered No 103785 of which he has no notice of revocation.

JACQUELINE NEWMAN-CLARKE
Justice of the Peace

Form 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 2839

Block 7 Section 47 Division of KINGSTON and
Blocks 1 & 2 Section 53 Division of KINGSTON

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH THE LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the twelfth day of March Two thousand one hundred and two.

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. 2839 ("the Owners Corporation") covenant with the 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 providing shade and shelter by the provision of awning on Blocks 1&2 Section 53 Division of Kingston and on Block 7 Section 47 Division of Kingston car parking, 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) That the combined gross floor area of all buildings on the premises shall not exceed 20,000 square metres PROVIDED ALWAYS THAT the maximum gross floor area of any shop selling food (other than restaurant) shall be restricted to 250 square metres AND FURTHER PROVIDED ALWAYS THAT the maximum combined gross floor area for the purposes permitted by Clause 3(c)(i) to (v) in Form 4 shall not exceed 2,000 square metres;

(d) That the Owners Corporation shall provide and maintain facilities and access on the parcel for persons with a disability in accordance with plans and specifications submitted to and approved in writing by the Authority;

(e) That the Owners Corporation shall not without the previous consent in writing of the Territory remove any tree to which the Tree Protection (Interim Scheme) Act 2001 or any Act in substitution therefore applies;

(f) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view

(g) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings or parts of buildings landscaping hardstanding car parking 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;

(h) Not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority;

(i) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to 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 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 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;

(j) To permit any person or persons authorised by the Authority to enter and inspect the common property at all reasonable times and in any reasonable manner;

(k) That any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991.

4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:-

Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by -

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

(iii) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

5. That the Owners Corporation must within thirty (30) days of receipt of written notice from the Agency or such other period of time notified by the Authority:

(i) apply to the Authority to be included in a scheme; and/or

(ii) authorise any application for the parcels to be included in a scheme.

The application will be on the terms and conditions specified by the Agency.

6. That within fourteen (14) days of the service of the notice under Clause 5 the Owners Corporation may in writing advise the Agency of any concerns the Owners Corporation may have relating to the application of the inclusion of the parcels in the scheme.

7. That within seven (7) days of receipt of the notice under Clause 6, the Agency will endeavour to address the Owners Corporation's concerns by direct negotiation with the Owners Corporation.

8. That nothing in Clause 6 and Clause 7 will require formal mediation or arbitration and if the Agency determines that an issue is not capable of being resolved the Agency's decision will be binding upon the parties.

9. That without limiting Clause 5, the Owners Corporation must if required by the Agency:

(i) do all reasonable things necessary to ensure the application in the form required by the Agency is approved by the Authority including but not limited to:

(A) execution of the application and supporting documentation and all necessary consents and approvals;

(B) development for the scheme of:

(I) a master plan;

(II) a management statement;

(III) the constituent documents for the Body Corporate to be formed on the registration of the scheme; and

(IV) the by-laws of the Body Corporate;

(ii) comply with any requested changes to the scheme by the Authority;

(iii) allow access to the parcels for the purpose of evaluation of the application;

(iv) pay all fees and bear all costs associated with the application;

(v) if required by the Authority under the Act, provide security in relation to the development of the scheme;

(vi) request the Register-General to register the scheme and comply with all requirements and requistions of the Register-General.

10. That the Owners Corporation must if required in writing by the Agency within the period of time reasonably required by the Agency:

(i) apply to the Authority for authorisation to amend the scheme and do all reasonable things necessary to give effect to the amendment; and

(ii) apply under section 81 of the Community Title Act 2001 (ACT) for the scheme to be amalgamated and do all reasonable things necessary to give effect to the amalgamation;

and will be responsible for all associated fees expenses and cost on any application.

11. "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002.

12. "the Agency" means the Land Development Agency established by section 38 of the Planning and Land Act 2002.

13. "building" means any building or structure, as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991, which requires approval under Part 6 of that Act.

14. "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls, separating the building from any other building, excluding an area used solely for rooftop fixed mechanical plant and/or basement car parking;

15. "premises" means the parcel of land and the parcels of air space and any building or other improvements on the parcel and within the parcels of air space;

16. "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).

17. "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;

18. words in the singular include the plural and vice versa;

19. words importing one gender include the other genders.

Dated this First day of August 2005

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

Signed by
Lessee: KAYDOT PTY LIMITED A.C.N. 008 633 029
by its Attorney SURE MARKO DONAZOT
under Power of Attorney 105785
of which he has no notice of revocation:

JACQUELINE NEWMAN-CLARKE
Justice of the Peace

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

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	77	Block	1	Section	53	Suburb	KINGSTON

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

		No	Yes
1.	Have any notices been issued relating to the Crown Lease?	(X)	( )
2.	Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	( )
3.	Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐	( )	(X)

Certificate Number: 71915 Dated: 21-JAN-13

4.	Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5.	Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6.	If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)
7.	Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)
8.	Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9.	Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)
10	Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Applicant's Name : McLaren, Rachael
E-mail Address : rachael@mclarenlawyers.com.au
Client Reference : S261896 Allen

Date: 21-APR-26 20:22:30

ACCESS CANBERRA
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8 Darling Street
MITCHELL ACT 2911

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

INFORMATION ABOUT THE PROPERTY

KINGSTON Section 47/Block 7/Unit 77 — Building Class: A

Area(m2): 11,961.7
Unimproved Value: $30,100,000 **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.

KINGSTON Section 53/Block 1/Unit 77 — Building Class: A

Area(m2): 260.3
Subdivision Status: Application not 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.

KINGSTON Section 53/Block 2/Unit 77 — Building Class: A

Area(m2): 21.0
Subdivision Status: Application not 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 DA202342528 **Lodged** 12-FEB-24 **Type** See Subclass

-- Application Details ----------

Description
PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR NEW SIGNAGE - Proposal for new illuminated sign at front awning and 7 window signs on commercial tenancy and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	

-- Involved Parties ----------

Role	Name
Lessee	Bhmh Investment Pty Ltd
Applicant	Canberra Town Planning Pty Ltd
Representor	Units Plan 2839 C/- Grady Stra
Representor	Macnamara'S, Mike

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201936574 **Lodged** 10-MAR-20 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW ILLUMINATED SIGN ¿ Replacement of existing illuminated sign with new illuminated sign and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	2

-- Involved Parties ----------

Role	Name
Lessee	Bhmh Investment Pty Ltd
Lessee	Steve Scifleet
Applicant	The Signcraft Group

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915055 **Lodged** 31-AUG-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS-VERGOLA PERGOLA-UNIT 80. Installation of a new vergola pergola to the penthouse balcony.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	80

-- Involved Parties ----------

Role	Name
Lessee	Chad Hodgens
Lessee	Rachel Noble
Applicant	Total Outdoor Living Concepts
Representor	Link Corporate Services
Representor	Borough

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200600815 **Lodged** 01-MAR-06 **Type** Non-residential

-- Application Details ----------

Description
NONR COMMERCIAL-ALTERATIONS-SHOPFRONT-SIGNAGE -Installation of signage and minor alterations to shopfront, windows and doors to units 2,8,9,14,15.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	2
Canberra Central	Kingston	47	7-7	8
Canberra Central	Kingston	47	7-7	9
Canberra Central	Kingston	47	7-7	14
Canberra Central	Kingston	47	7-7	15

-- Involved Parties ----------

Role	Name
Applicant	Quantum Ideas
Lessee	Viridian Properties Pty Ltd

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approved

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Application DA200600815 **Lodged** 01-MAR-06 **Type** Non-residential

-- Application Details ----------

Description
NONR COMMERCIAL-ALTERATIONS-SHOPFRONT-SIGNAGE -Installation of signage and minor alterations to shopfront, windows and doors to units 2,8,9,14,15.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	2
Canberra Central	Kingston	47	7-7	8
Canberra Central	Kingston	47	7-7	9
Canberra Central	Kingston	47	7-7	14
Canberra Central	Kingston	47	7-7	15

-- Involved Parties ----------

Role	Name
Applicant	Quantum Ideas
Lessee	Viridian Properties Pty Ltd

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approved

ACCESS CANBERRA
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8 Darling Street
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Application DA200600815 **Lodged** 01-MAR-06 **Type** Non-residential

-- Application Details ----------

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NONR COMMERCIAL-ALTERATIONS-SHOPFRONT-SIGNAGE -Installation of signage and minor alterations to shopfront, windows and doors to units 2,8,9,14,15.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	2
Canberra Central	Kingston	47	7-7	8
Canberra Central	Kingston	47	7-7	9
Canberra Central	Kingston	47	7-7	14
Canberra Central	Kingston	47	7-7	15

-- Involved Parties ----------

Role	Name
Applicant	Quantum Ideas
Lessee	Viridian Properties Pty Ltd

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approved

ACCESS CANBERRA
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-- Application Details ----------

Description
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-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	2
Canberra Central	Kingston	47	7-7	8
Canberra Central	Kingston	47	7-7	9
Canberra Central	Kingston	47	7-7	14
Canberra Central	Kingston	47	7-7	15

-- Involved Parties ----------

Role	Name
Applicant	Quantum Ideas
Lessee	Viridian Properties Pty Ltd

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approved

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

Application DA200600815 **Lodged** 01-MAR-06 **Type** Non-residential

-- Application Details ----------

Description
NONR COMMERCIAL-ALTERATIONS-SHOPFRONT-SIGNAGE -Installation of signage and minor alterations to shopfront, windows and doors to units 2,8,9,14,15.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	2
Canberra Central	Kingston	47	7-7	8
Canberra Central	Kingston	47	7-7	9
Canberra Central	Kingston	47	7-7	14
Canberra Central	Kingston	47	7-7	15

-- Involved Parties ----------

Role	Name
Applicant	Quantum Ideas
Lessee	Viridian Properties Pty Ltd

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approved

Application DA200502262 **Lodged** 16-JUN-05 **Type** Lease Variation

-- Application Details ----------

Description
Consolidation

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	
Canberra Central	Kingston	53	1-2	

-- Involved Parties ----------

Role	Name
Applicant	Purdon Associates
Lessee	Kaydot P/L

-- Activities ----------

Activity Name	Status
Da - No Notification	Approval Conditional

Application DA200502262 **Lodged** 16-JUN-05 **Type** Lease Variation

-- Application Details ----------

Description
Consolidation

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	
Canberra Central	Kingston	53	1-2	

-- Involved Parties ----------

Role	Name
Applicant	Purdon Associates
Lessee	Kaydot P/L

-- Activities ----------

Activity Name	Status
Da - No Notification	Approval Conditional

Application DA200502262 **Lodged** 16-JUN-05 **Type** Lease Variation

-- Application Details ----------

Description
Consolidation

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	
Canberra Central	Kingston	53	1-2	

-- Involved Parties ----------

Role	Name
Applicant	Purdon Associates
Lessee	Kaydot P/L

-- Activities ----------

Activity Name	Status
Da - No Notification	Approval Conditional

ACCESS CANBERRA
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Application DA200502520 **Lodged** 15-JUN-05 **Type** Non-residential

-- Application Details ----------

Description
Addition of beacon street light and seat artwork.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	47	7-7	

-- Involved Parties ----------

Role	Name
Applicant	The Cox Group Pty Ltd
Lessee	Kaydot P/L

-- Activities ----------

Activity Name	Status
Da - No Notification	Approved

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at https://www.legislation.act.gov.au/ni/2023-540/

CONTAMINATED LAND SEARCH

Information is 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.

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8 Darling Street
MITCHELL ACT 2911

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 the live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

Unit Titles (Management) Sale Certificate Determination 2024

Unit Title Sale Certificate

Unit Titles (Management) Act 2011

Units Plan No. 2839 **Unit no**: 77

Unit entitlement: 68 Total unit entitlement: 10000

Unit owner/eligible person: Rebekka Mai Allen/

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1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Chairperson	Terry Drew 2 Cherbury Park Avenue, Lucan Co Dublin
Secretary	Robert Donaldson Viridian, 112/54 Printers Way, KINGSTON ACT 2604
Treasurer	Michael Kong Viridian, 74/55 Dawes Street, Kingston ACT 2604
Member	Michael Gardiner Viridian, 94/56 Printers Way, KINGSTON ACT 2604
Member	Simon Thom Viridian, 173/50 Eyre Street, Kingston ACT 2604
Member	Claire Read Viridian, 87/56 Printers Way, KINGSTON ACT 2604
Member	Geoff Spackman Viridian, 124/54 Printers Way, KINGSTON ACT 2604

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2. MANAGEMENT

Does the Owners Corporation have a Managing Agent? **YES/NO**

Yes, Agent's name and address:

Grady Strata
Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

02 6251 1214

office@gradystrata.com.au

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3. BOOKS & RECORDS

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

Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

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4. INSURANCE

Policy No. 93213671 Chubb Insurance Australia Limited

Type: Building Broker: BAC Insurance Brokers Pty Ltd
PO Box 84, DARLINGHURST NW 1300

Premium: $263,342.98 Paid on: 14/06/2025 Policy start date: 06/06/2025 Next due: 06/06/2026

Cover	*Sum insured*	*Excess*
Building	$105,198,345.00	$0.00
Loss of Rent	$15,779,751.00	$0.00
Catastrophe	$31,559,503.00	$0.00
Machinery Breakdown	$100,000.00	$0.00
Common Property	$1,051,983.00	$0.00
Public Liability	$20,000,000.00	$0.00
Office Bearers Liability	$5,000,000.00	$0.00
Fidelity Guarantee	$100,000.00	$0.00
Legal Expenses	$100,000.00	$0.00
Govt. Audit Costs	$30,000.00	$0.00
Workplace, Health & Safety Breaches	$150,000.00	$0.00

4.1 A copy of the Certificate of Currency is attached.

4.2 A copy of the current insurance valuation report is attached (if available)

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5. CONTRIBUTIONS

5.1 When does the current financial year for contributions begin? 01 Nov 2025

5.2 Contributions due from this unit for the current financial year:
Annual – $20,354.60

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

Total amount last determined with respect to the lot		$11,391.80
Number of instalments payable (if contributions payable by instalments)		8
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 01/01/2026 - 31/03/2026	06 Jan 2026	$1,887.55
Quarterly Cladding Loan Levy 01/01/2026 - 31/03/2026	06 Jan 2026	$960.40
Quarterly Admin/Sinking Levy 01/04/2026 - 30/06/2026	01 Apr 2026	$1,887.55
Quarterly Cladding Loan Levy 01/04/2026 - 30/06/2026	01 Apr 2026	$960.40
Quarterly Admin/Sinking Levy 01/07/2026 - 30/09/2026	01 Jul 2026	$1,887.55
Quarterly Cladding Loan Levy 01/07/2026 - 30/09/2026	01 Jul 2026	$960.40

Quarterly Admin/Sinking Levy 01/10/2026 - 31/12/2026	01 Oct 2026	$1,887.55
Quarterly Cladding Loan Levy 01/10/2026 - 31/12/2026	01 Oct 2026	$960.40
Amount owing		$2,847.95
Interest owing		$0.00
Total amount owing		$2,847.95
Discount applicable for early payment		0.00%

5.3 Sinking Fund instalments (as determined under S89)

Total amount last determined with respect to the lot		$8,962.80
Number of instalments payable (if contributions payable by instalments)		8
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 01/01/2026 - 31/03/2026	06 Jan 2026	$2,240.70
Quarterly Cladding Loan Levy 01/01/2026 - 31/03/2026	06 Jan 2026	$0.00
Quarterly Admin/Sinking Levy 01/04/2026 - 30/06/2026	01 Apr 2026	$2,240.70
Quarterly Cladding Loan Levy 01/04/2026 - 30/06/2026	01 Apr 2026	$0.00
Quarterly Admin/Sinking Levy 01/07/2026 - 30/09/2026	01 Jul 2026	$2,240.70
Quarterly Cladding Loan Levy 01/07/2026 - 30/09/2026	01 Jul 2026	$0.00
Quarterly Admin/Sinking Levy 01/10/2026 - 31/12/2026	01 Oct 2026	$2,240.70
Quarterly Cladding Loan Levy 01/10/2026 - 31/12/2026	01 Oct 2026	$0.00
Amount owing		$2,240.70
Interest owing		$0.00
Total amount owing		$2,240.70
Discount applicable for early payment		0.00%

Special levies:
None

Balance of Funds Special Purpose Fund $569,755.84

5.4 Total outstanding contributions due for current financial year as at the date of this Certificate – $5,088.65

5.5 Are there any other outstanding debts owing on this unit? Details as follows:

Details of other debts	Due Date	Amount Due	Amount Outstanding
		$	$
		$	$
		$	$

5.6 Total outstanding contributions and debts as at the date of this Certificate – $5,088.65

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6. BALANCE OF FUNDS

The balance of funds held for the Owners Corporation at the date of this certificate:

The Balance Sheet for the Corporation at the date of this certificate is attached.

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7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

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8. DEVELOPER CONTROL PERIOD

The developer control period has expired.

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9. SUSTAINABILITY INFRASTRUCTURE

The corporation has installed sustainability infrastructure. 17kW solar installed by Owners Corporation and held on behalf of owners in proportional share of the Unit Entitlement. Power delivered to Common Property.

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10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency

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11. PLANNING AND LAND AUTHORITY – CROWN LEASE EXTENSION

The Owners Corporation has/has not applied to the Planning and Land Authority for an extension of the crown lease.

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

NO

If Yes, attach a copy of the Swimming Pool Certificate of Assessment.

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

NO

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14. HAS THE OWNERS CORPORATION BORROWED FUNDS? NO

If Yes,

Details of Borrowings:

Total Borrowed: $5,011,578.38
Lending Institution: Lannock Strata Finance
Interest Rate: 4.2%

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15. MINUTES OF MEETINGS OF OWNERS CORPORATION AND EXECUTIVE COMMITTEE

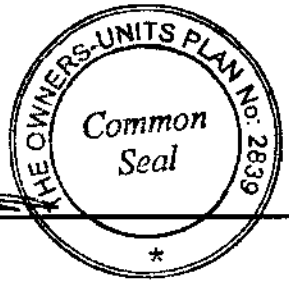
A copy of the Minutes of Meetings is attached.

The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

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

DATE: 7 April 2026

The Common Seal of
The Owners - Units Plan No .2839
was hereunto affixed in
the presence of



Signature

GRADY STRATA & FACILITIES PTY LTD
ABN: 55 609 045 061
PO Box 3197, MANUKA, ACT, 2603
P | 02 6251 1214
E | office@gradystrata.com.au

Owner Ledger

Start Date: 01/04/2024
End Date: 30/04/2028
Owners: One only

The Owners of Units Plan 2839 — Viridian, 45 Wentworth Avenue, KINGSTON ACT 2604

Lot 77 **Unit 77** **Rebekka Mai Allen** — UE / AE: 68.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Sinking Fund Due	Sinking Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	01/04/2024	Quarterly	Quarterly Admin/Sinking Levy 01/04/2024 - 30/06/2024	1,564.95	1,564.95	863.95	863.95	0.00	0.00%	Standard	Normal	None
2	01/07/2024	Quarterly	Quarterly Admin/Sinking Levy 01/07/2024 - 30/09/2024	1,564.95	1,564.95	863.95	863.95	0.00	0.00%	Standard	Normal	None
3	01/08/2024	Quarterly	Sinking Fund Uplift Levy - 1 of 2	0.00	0.00	4,407.45	4,407.45	85.23	0.00%	Standard	Normal	None
4	10/09/2024	Once-off	Lot 77: Debt recovery Stage 1	55.00	55.00	0.00	0.00	0.00		Owner Invoice	Normal	None
5	01/10/2024	Quarterly	Quarterly Admin/Sinking Levy 01/10/2024 - 31/12/2024	1,564.95	1,564.95	863.95	863.95	34.38	0.00%	Standard	Normal	None
6	01/10/2024	Quarterly	Sinking Fund Uplift Levy - 2 of 2	0.00	0.00	4,407.45	4,407.45	134.03	0.00%	Standard	Normal	None
7	09/10/2024	Once-off	Lot 77: Debt recovery Stage 2	55.00	55.00	0.00	0.00	0.00		Owner Invoice	Normal	None
8	01/01/2025	Quarterly	Quarterly Admin/Sinking Levy 01/01/2025 - 31/03/2025	1,715.95	1,715.95	2,432.30	2,432.30	0.00	0.00%	Standard	Normal	None
9	01/01/2025	Quarterly	Quarterly Cladding Loan Levy 01/01/2025 - 31/03/2025	280.50	280.50	0.00	0.00	0.00	0.00%	Standard	Normal	Cladding Rep
10	15/01/2025	Once-off	Lot 77: Debt recovery Stage 1	55.00	55.00	0.00	0.00	0.00		Owner Invoice	Normal	None
11	29/01/2025	Once-off	Lot 77: Issue 1 x Fob @ $35.00 & 1 x Remote @ $80.00 - Requested by Rebekka Allen - Owner	115.00	115.00	0.00	0.00	0.00		Owner Invoice	Normal	None
12	01/04/2025	Quarterly	Quarterly Admin/Sinking Levy 01/04/2025 - 30/06/2025	1,715.95	1,715.95	2,432.30	2,432.30	0.00	0.00%	Standard	Normal	None
13	01/04/2025	Quarterly	Quarterly Cladding Loan Levy 01/04/2025 - 30/06/2025	280.50	280.50	0.00	0.00	0.00	0.00%	Standard	Normal	Cladding Rep
14	01/07/2025	Quarterly	Quarterly Admin/Sinking Levy 01/07/2025 - 30/09/2025	1,715.95	1,715.95	2,432.30	2,432.30	0.00	0.00%	Standard	Normal	None

Lot 77 Unit 77 Rebekka Mai Allen UE / AE: 68.00 / 10,000.00

15	01/07/2025	Quarterly	Quarterly Cladding Loan Levy 01/07/2025 - 30/09/2025	280.50	280.50	0.00	0.00	0.00	0.00%	Standard	Normal	Cladding Rep
16	01/10/2025	Quarterly	Quarterly Admin/Sinking Levy 01/10/2025 - 31/12/2025	1,715.95	1,715.95	2,432.30	2,432.30	0.00	0.00%	Standard	Normal	None
17	01/10/2025	Quarterly	Quarterly Cladding Loan Levy 01/10/2025 - 31/12/2025	280.50	280.50	0.00	0.00	0.00	0.00%	Standard	Normal	Cladding Rep
18	06/01/2026	Quarterly	Quarterly Admin/Sinking Levy 01/01/2026 - 31/03/2026	1,887.55	1,887.55	2,240.70	2,240.70	0.00	0.00%	Standard	Normal	None
19	06/01/2026	Quarterly	Quarterly Cladding Loan Levy 01/01/2026 - 31/03/2026	960.40	960.40	0.00	0.00	0.00	0.00%	Standard	Normal	Cladding Rep
20	01/04/2026	Quarterly	Quarterly Admin/Sinking Levy 01/04/2026 - 30/06/2026	1,887.55	0.00	2,240.70	0.00	0.00	0.00%	Standard	Normal	None
21	01/04/2026	Quarterly	Quarterly Cladding Loan Levy 01/04/2026 - 30/06/2026	960.40	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	Cladding Rep
22	01/07/2026	Quarterly	Quarterly Admin/Sinking Levy 01/07/2026 - 30/09/2026	1,887.55	0.00	2,240.70	0.00	0.00	0.00%	Standard	Normal	None
23	01/07/2026	Quarterly	Quarterly Cladding Loan Levy 01/07/2026 - 30/09/2026	960.40	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	Cladding Rep
24	01/10/2026	Quarterly	Quarterly Admin/Sinking Levy 01/10/2026 - 31/12/2026	1,887.55	0.00	2,240.70	0.00	0.00	0.00%	Standard	Normal	None
25	01/10/2026	Quarterly	Quarterly Cladding Loan Levy 01/10/2026 - 31/12/2026	960.40	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	Cladding Rep

Current position: Unallocated prepayments $0.00 Levy arrears & owner invoices due $5,088.65 Interest on levy arrears $0.00

Receipts

					Admin Fund		Sinking Fund		Unallocated			
Date	**Receipt no.**	**Subtype**	**Status**	**Source**	**Paid**	**Interest**	**Paid**	**Interest**	**Paid**	**Total amount**	**Cheque no.**	**Levy no.**
10/04/2024	1153	Receipt	Banked		1,564.95	0.00	863.95	0.00	0.00	2,428.90		1
01/07/2024	1346	Receipt	Banked		1,564.95	0.00	863.95	0.00	0.00	2,428.90		2
09/10/2024	1754	Receipt	Banked		110.00	0.00	4,214.13	83.32	0.00	4,407.45		3, 4, 7
14/11/2024	1852	Receipt	Banked		1,386.07	18.87	958.51	65.45	0.00	2,428.90		5, 3, 6
20/01/2025	2060	Receipt	Banked		2,167.63	3.28	6,938.51	82.72	0.00	9,192.14		5, 6, 8, 9, 10
20/01/2025	2061	Credit	Posted		62.70	0.00	0.00	0.00	0.00	62.70		9
30/01/2025	2075	Receipt	Banked		115.00	0.00	0.00	0.00	0.00	115.00		11
02/04/2025	2262	Receipt	Banked		1,996.45	0.00	2,432.30	0.00	0.00	4,428.75		12, 13
03/07/2025	2536	Receipt	Banked		1,996.45	0.00	2,432.30	0.00	0.00	4,428.75		14, 15
07/10/2025	2821	Receipt	Banked		1,996.45	0.00	2,432.30	0.00	0.00	4,428.75		16, 17

Lot 77 **Unit 77** **Rebekka Mai Allen** UE / AE: 68.00 / 10,000.00

12/01/2026	3068	Receipt	Banked	2,847.95	0.00	2,240.70	0.00	0.00	5,088.65	18, 19

GRADY STRATA & FACILITIES PTY LTD
ABN: 55 609 045 061
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Statement of Financial Position - Group

As at 31/03/2026

The Owners of Units Plan 2839 — Viridian, 45 Wentworth Avenue, KINGSTON ACT 2604

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(164,676.12)
Owners Equity--Admin	502,335.05
	337,658.93
Sinking Fund	
Operating Surplus/Deficit--Sinking	(179,882.37)
Owners Equity--Sinking	2,288,758.12
	2,108,875.75
Net owners' funds	**$2,446,534.68**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	427,834.90
Receivable--Levies--Admin	33,226.49
Receivable--Owners--Admin	7,367.50
	468,428.89
Sinking Fund	
Cash at Bank--Sinking	2,035,033.87
Investments--Sinking	140,570.61
Receivable--Levies--Sinking	51,564.07
Receivable--Owners--Sinking	163.00
	2,227,331.55
Unallocated Money	
Cash at Bank--Unallocated	55.00
	55.00
Total assets	2,695,815.44
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	18,813.98
Prepaid Levies--Admin	111,955.98
	130,769.96
Sinking Fund	
Creditor--GST--Sinking	(14,447.74)
Prepaid Levies--Sinking	132,903.54
	118,455.80
Unallocated Money	
Prepaid Levies--Unallocated	55.00
	55.00

Total liabilities	249,280.76
Net assets	**$2,446,534.68**

Cladding Replacement Fund

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(1,790,287.93)
Owners Equity--Admin	(2,118,435.02)
	(3,908,722.95)
Sinking Fund	
Operating Surplus/Deficit--Sinking	(1,064.00)
	(1,064.00)
Net owners' funds	**-$3,909,786.95**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	538,710.04
Receivable--Levies--Admin	7,306.89
	546,016.93
Sinking Fund	
Cash at Bank--Sinking	(1,064.40)
	(1,064.40)
Total assets	544,952.53
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(5,397.26)
Loans Secured--Admin	4,408,953.69
Prepaid Levies--Admin	51,183.45
	4,454,739.88
Sinking Fund	
Creditor--GST--Sinking	(0.40)
	(0.40)
Total liabilities	4,454,739.48
Net assets	**-$3,909,786.95**

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 10 March 2025 at 4:30pm.

Attendees:
Executive Committee: Terry Drew, Bob Donaldson, Geoff Spackman, Michael Kong, Claire Read, Michael Gardiner, Simon Thom
Apologies: Mark Terracini
Grady Strata & Facilities: Andrew Rose

Minutes of previous meeting

The Committee agreed the minutes of the previous meeting, 10 February 2026.

Financial Reports

The Committee **noted** the Financial reports as at the 28 February 2026. A half year review will be conducted on the respective coding elements or the Units Plan expenditure and year to date financial position.

Cladding Replacement Project

Parapet, gutter and fascia works are not yet complete to blocks E and F. These works are expected to be complete by 20 March and following defect and compliance inspection, the scaffold at the central walkway to Wentworth Ave will be removed.

Scaffold to access Block D is now erected with the parapet, gutter and final lower roof works to commence 16 March. There is no cladding to Block D.

POST MEETING UPDATE: The Certificate of Occupancy for the completion of the flammable cladding replacement was received on Wednesday 11 March from ACT Land, Planning and Building Services.

Lift Replacement Project

The Committee **noted** that the lift at Block D, (53 Dawes St) has been returned to service for residents.

Discussion with Schindler to schedule defects completion has commenced and is proposed for mid-late April.

There remains bulkheads at Blocks A, B and D that will be required to be installed in corridors to complete the installations in addition to minor defect rectifications and mirrors to be fitted to Block A lift cart. The Block C lift will also be taken offline for period to address defects and complete the floor tiling to the cart.

Leaks Remediation

The Committee **noted** that works have been completed to remediate the Dawes St driveway rock garden and water ingress to the basement area. The clean up will completed this week once the concrete has had time to cure for foot and other traffic.

The Committee **noted** that works continue on the tiled balcony areas at Level 5, Block B - Units 106-108 and Level 4 Unit 101 – for the pedestal paving system.

Following flood testing, further contributing leak issues were identified in the stormwater connections for these balconies. The rectification and waterproofing assurance is required before balcony re-tiling can commence. Block B is the current priority for internal works to return these Units to a suitable living condition.

Block C internal Unit repairs have commenced. The long term leak to Unit 75 that had consequent impacts on Unit 71 and Unit 67 below has been remediated.

The Committee **noted** the significant damages and uninhabitable condition of Unit 75 resulting from this leak. This includes water damage and mould evident in and behind the kitchen cabinetry, lounge, dining and bedrooms ceilings and walls. The EC **agreed** to the replacement of the kitchen cabinetry and a 50% contribution to the owners to replace the carpet in the two rear bedrooms only.

Block E and F internal repairs will be scheduled for the remaining units where remediation at gutters and parapets has been confirmed.

Window leaks identified to Units 139, 143, 144, 147, 148 and 151 have now been re-sealed. This work follows several inspections and tests by the roofing team to the new gutter installations that confirmed the issue did not rest with the replacement gutters.

AGM items

Pigeons
The Committee noted that the pigeon infestation remains an issue for owners despite gutter and other works to block access to roof cavities.

The Committee **agreed** to engage pest control to manage the pigeons. A first quote has been received with another pending receipt for EC consideration.

Façade louvres
The Committee **agreed** to obtain technical advice on suitable options to secure the louvres - 54 and 56 Printers Way, South Eastern facades.

A contractor has inspected the louvres and the EC is awaiting advice on a method to set and fit the louvres in place.

Further consultation with affected owners to consider any proposal will be conducted once the advice is received.

Electrification

The Committee **agreed** the proposal to survey owners in relation to existing cooktops and the heat source – gas or electric.

The Committee **agreed** amendments and to proceed to survey residents to understand the current numbers of existing gas and those who Units that have converted electric cooktops.

The Committee **noted** the proposed survey in relation to EV adoption and **agreed** amendments to the survey will issue to owners to understand potential future EV charging demands.

Contract review

The Committee **noted** that the contracts for Gardening (expiring 30 June 2026) and Cleaning services (expiring 31 May 2026) are due for renewal.

Claire Reed presented a scope review for each contract to the Committee for consultation and feedback before the April EC meeting.

The Committee **noted** that it remains important to assure owners that the OC gets full benefit for the contract works and where possible, the EC will seek to reduce the costs. Once scope documentation is completed, tenders will be released to contractors for EC selection to engage in these works.

General Maintenance

Garbage Room façade – Eyre St

The Committee noted the safety concerns to residents and contractors where the Eyre St waste room façade framing and sheets show deterioration due to water damage.

The Committee **agreed** to engage trades to replace the damaged façade to the Eyre St waste room with materials better suited to exposure to the environment.

These works were completed as a priority to assure owner and contractor safety. The exterior light was reinstated Tuesday 10 March and the security camera has been relocated to increase the field of view over the basement entry doors and driveway.

Façade repairs

The Committee **noted** that quotes have been sought for the building tiled entrances that require re-tiling. This includes the Dawes St, Eyre St and Wentworth Ave entrances and the courtyard step access on Printers Way. The Committee agreed that urgent repairs will be completed where any identified safety issues are identified.

The building access to Block E and F will be included for quote to address identified basement leaks. These basement leaks have been inspected and alternative options to a complete demolition of the foyer entrances are being investigated.

The Committee **agreed** to seek quotes for these works to consider each against priority works and program an annual schedule within the financial capacity of the OC.

The Committee **noted** that quote has been sought for a scheduled program over 5-7 years to repair the building façade cracks and exterior painting.

General Business

Applications

Unit 80 – Unit Renovation – approved
Unit 132 – Second air conditioner Unit installation – Agreed for application to proceed for OC consideration

The EC agreed that the determination to approve a second air conditioning unit must be presented to the Owners Corporation where the legal authority for the decision does not rest with the EC. The current Viridian rules limit the EC authority to only make decisions for the replacement of existing air conditioning units and not the installation of new installations located in any new positions.

Contract renewals

The Committee noted that contracts will expire during this year for cleaning and gardening services. Quotes have been called for cleaning services and yet to be received.

The Committee **agreed** that Claire Read be appointed to the sub-Committee for these contract reviews.

Vehicle damage claim

The Committee **noted** the vehicle damage claim and is awaiting further information from the Unit owner in relation to the damages.

Bicycle Audit
The Committee **noted** the untidy state of the bicycle storage areas. Overflowing into walkways and **agreed** that an audit be conducted and unclaimed bicycles will be removed.

Next Meeting

Tuesday, 14 April 2026 at 4:30pm

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 10 February 2026 at 4:30pm.

Attendees:
Executive Committee: Terry Drew (Chairperson), Bob Donaldson (Secretary), Geoff Spackman, Michael Kong (Treasurer), Claire Read
Apologies: Michael Gardiner, Simon Thom
Grady Strata & Facilities: Andrew Rose, Mark Terracini

Minutes of previous meeting

The Committee agreed the minutes of the previous meeting, 13 January 2026.

Financial Reports

The Committee **noted** the Financial reports as at 31 January 2026 and confirmed the approach for reporting and management as presented by the Treasurer.

Cladding Replacement Project

The Committee **noted** that the cladding replacement to the building has been completed. Parapet, gutter and fascia works are not yet complete to blocks C, D, E and F. Scaffold has been removed from the upper levels of Block C.

Parapet, gutter and final lower roof works at Blocks B and C are scheduled to be completed by 13 February subject to defect and compliance inspections. The Block C overflows are currently being cut in to the building façade.

Block D gutters, parapets and fascia is the final roofing works component for the project completion. Scaffold will be installed on 19 February with around a two week completion of works. There is no cladding to Block D.

Repairs to the lower roof areas at Block E and F have been completed. The high level roof area remains to be completed. Following this completion, the scaffold to the central walkway will be removed.

All works are scheduled to be completed by mid-March subject to weather.

Lift Replacement Project

The Committee **noted** that the lift at Block D, (53 Dawes St) has commenced with demolition of the old lift cart and equipment now complete. The install of the new lift equipment is underway with lift structure materials to be delivered to site on 11 February. The lift replacement is on schedule for return to service 13 March.

There remain bulkheads at Blocks A, B and D that will be required to be installed in corridors to complete the installations in addition to minor defect rectifications and mirrors to be fitted to Block A and Block D lift carts.

Leaks Remediation

The Committee **noted** that works have commenced to remediate the Dawes St driveway rock garden and water ingress to the basement area. Constructive IQ are engaging with contractor and concreters to complete the works.

The Committee **noted** that demolition works have been completed to replace the tiled balcony areas at Level 5, Block B - Units 106-108 and Level 4 Unit 101 - with pedestal paving system.

A construction issue has been identified with the Level 5 balcony sliding doors from original build that has contributed to water ingress. The rectification and waterproofing assurance is required before balcony re-tiling can commence.

Block B Unit repairs have commenced where leak resolution from the rock gardens has been completed. Further works will align to the balcony (U106-108) waterproofing completion and leak resolution assurance. Block B is the current priority for internal works to repair damage from water ingress.

Block C internal Unit repairs will commence on confirmation that the flood testing to the flashing, gutters and low roof areas has passed and works are complete.

Block E and F internal repairs to identified Units has commenced in February 2026 for units where remediation has been confirmed.

AGM items

Pigeons

The Committee noted that the pigeon infestation remains an issue for owners despite gutter and other works to block access to roof cavities.

The Committee **agreed** to engage pest control to manage the pigeons. Quotes are being sought to commence suitable measures.

Façade louvres

The Committee **noted** that the louvres on 54 and 56 Printers Way, North Eastern facades have for some time not been operational.

The Committee **requested** that Grady obtain technical advice on suitable options to secure the louvres and the EC will discuss further once information is received and consult with affected owners to consider these options. Affected Units 82, 88, 94, 100, 112, 118, 124, 130.

Viridian Rules

The Rules approved at the AGM have been registered and are available on SMATA.

EV charging GPO applications

The Committee has received two applications (Unit 124 and Unit 169) for GPO installations for EV charging in accordance with the Viridian Rules.

The Committee **agreed** that the applications be tabled at the next General Meeting of the Owners Corporation.

General Business

Records of EC decisions since last Meeting

Unit 107 – Pet application for 2 cats – approved.

The extension of the Dowse contract till end of cladding replacement project - approved.

Building Façade repairs

The Committee **noted** that quotes have been sought for the building tiled entrances that require repairs to tiling. This includes the Dawes St, Eyre St and Wentworth Ave entrances and courtyard step access to affected individual courtyards on Printers Way.

The building access to Block E and F will be included for quote to address identified basement leaks.

The Committee **agreed** to seek quotes for these works to consider priority works and program an annual schedule within the financial capacity of the OC.

The Committee **noted** that quote has been sought for the building façade crack repairs and exterior painting.

The Committee **noted** the damages to the Eyre St bin room façade resulting from deteriorated timber framing. Further quotes will be obtained before proceeding to engage trades for repairs consistent with the existing façade construction.

Electrification

The Committee **agreed** to send out a survey to residents to ascertain how many units have converted from gas cooktops to electric cooktops. This data will help us to understand the demands on the Viridian's electrical infrastructure and assist the Committee to make better informed decisions for future planning.

Contract renewals

The Committee noted that contracts will expire during this year for cleaning and gardening services. Quotes have been called for cleaning services and yet to be received.

The Committee **agreed** that Claire Read be appointed to a sub-Committee for these contract reviews.

Vehicle damage claim

The Committee **noted** the vehicle damage claim and will seek further information from the Unit owner in relation to the damages.

Next Meeting - Tuesday, 10 March 2025 at 4:30pm

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 13 January 2025 at 4:30pm.

Attendees:
Executive Committee: Terry Drew, Bob Donaldson, Geoff Spackman, Michael Kong, Michael Gardiner, Simon Thom
Apologies: Claire Read
Grady Strata & Facilities: Andrew Rose, Mark Terracini

Election of Office holders

The Committee **agreed** to appoint as the EC officeholders:

Chair: Terry Drew

Treasurer: Michael Kong

Secretary: Bob Donaldson

Cladding Replacement Project

The Committee **noted** that the cladding replacement to Block E and F has been completed. Parapet, gutter and fascia works are not yet complete to these blocks.

Parapet, gutter and final lower roof works at Blocks B and C have re-commenced for the New Year. On completion of the flashing and works to Block C lower roof and the Dawes St low roof, the final row of cladding can be installed and completed at Block C.

Block D gutters, parapets and fascia is the final roofing works component for the project completion. There is no cladding to Block D.

The final cladding has been installed at the Printers Way walkway entrance.

Caulking remains to be completed at each of these areas and all will be done by attending contractors in a single attendance.

Lift Replacement Project

The Committee **noted** that the lift at Block D, (53 Dawes St) is scheduled to be out of service for replacement from Tuesday 27 January with completion and return to service scheduled for Friday 13 March.

The Block B lift was successfully returned to service on 18 December 2025 per schedule.

There remains bulkheads at Blocks A, B and D that will be required to be installed in corridors to complete the installations in addition to minor defect rectifications and mirrors to be fitted to Block A and Block D lift carts.

Leaks Remediation

The Committee **noted** that works are proceeding to remediate the Dawes St driveway rock garden and water ingress to the basement area. Constructive IQ are engaging with contractor and concreters to commence the works.

The Committee **noted** that scaffold extension and demolition works have commenced to replace the tiled balcony areas at Level 5, Block B - Units 106-108 and Unit 101 - with pedestal paving system.

Priority repairs to internal areas of identified water damaged Units, where there is evidence of long term and water ingress continues.

Block H Unit repairs have been completed prior to Christmas.

Block B Unit repairs have commenced where leak resolution from the rock gardens has been completed. Further works will align to the balcony (U106-108) waterproofing completion and leak resolution assurance. Additional plumbing works to rectify failed plumbing connections was completed on 12 January to remediate identified significant water ingress to Unit 103 and Unit 97. Block B is the current priority for internal works to return these Units to a suitable living condition.

Block C internal Unit repairs will commence on confirmation that the flood testing to the flashing, gutters and low roof areas has passed and is complete.

Block E and F internal repairs to identified Units are scheduled for early February 2026.

AGM items

Pigeons
The Committee noted that the pigeon infestation remains an issue for owners despite gutter and other works to block access to roof cavities.

The Committee **agreed** to engage pest control to manage the pigeons.

Façade louvres
The Committee **noted** that the louvres on 54 and 56 Printers Way, South Eastern facades, remain an issue for the eight Unit owners. These louvres have for some time not been operational, parts are obsolete and they present practical living issues for owners and building maintenance and window cleaning.

The Committee **agreed** to consult with affected owners to consider removal of the louvres, and for owners to manage suitable blockout window furnishings. Affected Units 82, 88, 94, 100, 112, 118, 124, 130.

Special privilege condition – EV charging
The Committee **noted** that the Unit 106 owners have complied with the conditions of the special privilege as agreed at the AGM. The sub-distribution board circuit breaker has been replaced with a 63A breaker, the individual circuitry to the charger unit has been replaced with a 10A breaker and confirmed by installing electrician as delivering 10A maximum power to the existing EV charger - in accord to the Viridian rules.

The Committee **agreed** that where the AGM conditions for special privilege have been met, this issue is now resolved.
The Committee **agreed** that the ACAT application in relation to the Unit 106 EV charger installation be withdrawn.

General Business

Applications

Unit 97 – Pet application – approved
Unit 158 – Pet application – approved

Building façade repairs

Pergola flashing
The Committee **noted** that there are several pergolas at the higher levels of the buildings where the flashing seal is failing or the flashing has not been installed over the joint of the pergola roofing sheets to the building façade. This is understood to be a contributor to water ingress to units through the balcony door frames and lintels.

The Committee **agreed** to investigate further the scope of these works to engage contractors for repairs.

Façade repairs
The Committee **noted** that there are emerging issues with the building tiled entrances requiring re-tiling. This includes the Dawes St, Eyre St and Wentworth Ave entrances and the courtyard step access on Printers Way.

In addition, there are areas of the building façade where cracking in the walls is apparent, building window and vent joints require repair and exterior painting has not been completed for some time.

The Committee **agreed** to seek quotes for these works to consider priority works and program an annual schedule within the financial capacity of the OC.

Electrification

The Committee **noted** presentation from Michael Gardiner to develop an electrical plan for the Viridian.

The proposal identified that in order to commence planning for any approach to a substation upgrade as noted by S4B, additional baseline information is required:

1. The scope of the gas conversion – what is the existing number of gas cooktops remaining and how many electric cooktop conversions have been completed
2. Identify the services drawing on common power and monitor actual usage and load for these services – to consider the existing renewables (solar), potential for increased solar capacity and other alternative storage sources (battery)
3. Identify potential future EV charging demands from owners to consider planning infrastructure change for the OC to provide for increased EV adoption and management of power demand within supply capacity
4. The extension of wifi within the basement to control building services such as irrigation controls

The Committee **noted** that investigations should include the conversion of the basement lighting to be replaced with full LED components. This will consider motion sensors, maintain lighting zones at lift and door entrances to reduce the current 24/7 operation of all basement lighting and reduce electrical costs.

Next Meeting

Tuesday, 10 February 2025 at 4:30pm

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 2839

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 2 December 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).

o **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
2 December 2025	Refer to attachment – AGM 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.

10 December 2025

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.

- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).

- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

Unauthorised version prepared by ACT Parliamentary Counsel's Office

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

ANNUAL GENERAL MEETING MINUTES
'Viridian'
45-47 WENTWORTH AVE, 51-55 DAWES ST, 54-56 PRINTERS WAY & 50-56 EYRE ST, KINGSTON

Held at Eastlake Football Club, 3 Oxley Street, Griffith, ACT on the **2nd of December 2025 at 5:00pm**. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 23, 31, 40, 48, 53, 54, 74, 76, 78, 80, 82, 83, 87, 88, 89, 94, 101, 104, 106, 109, 111, 112, 121, 123, 124, 129, 133, 137, 142, 143, 147, 148, 154, 155, 158, 173

Proxies: Representatives for Lots:

Lot 97 - exercised by Unit 96
Lot 110 - exercised by Lot 112
Lot 127 - exercised by Lot 94
Lot 130 - exercised by Lot 94
Lot 150 – exercised by Chair
Lot 151 - exercised by Lot 147

Absentee Voting Forms: Lots 41, 70, 139, 161

Grady Strata and Facilities represented by:

Mark Terracini, Andrew Rose, Shannon Robinson

The meeting was called to order at 5:00pm. Chairperson Mr Terry Drew welcomed members of the Owners Corporation to the Annual General Meeting and advised all present and online, that the AGM meeting package including all meeting papers, financial documents was circulated to all owners.

As the required number of OC members for a quorum were not present, the Chair and Treasurer presented a brief discussion on works conducted during the year:

- Aluminium Composite Panel Replacement program is nearing completion with all Blocks having had the cladding replaced and small areas remaining for completion before the end of the calendar year
- Replacement of the parapets, gutters and fascia of each building with the cladding works, with Block D to be completed in the New Year
- Waterproofing works to the roof top rock garden areas coming to a finalisation
- Three lifts replaced with the fourth to be completed by the end of the calendar year
- Basement structural repairs and painting
- Completion of various balcony leak remediation works
- Replacement of two basement garage door openers.

LETTER FROM THE EXECUTIVE COMMITTEE

ITEM 1 – LETTER FROM THE EXECUTIVE COMMITTEE

***Motion 1**: "That the Owners Corporation notes the Letter from the Executive Committee as presented."*

- ***Motion carried***

MINUTES

ITEM 2 - MINUTES

To receive and adopt the minutes of the 2025 General Meeting.

***Motion 2**: "That the Owners Corporation adopt the Annual General Meeting Minutes of 3 December 2024 as presented."*

- ***Motion carried***

FINANCIAL STATEMENTS AND REPORTS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2024/2025 FINANCIAL STATEMENTS

***Motion 3**: "That the Owners Corporation adopt the audit report from Hardwickes as presented and note the requirement for audit of the 2025/26 financial statements."*

- ***Motion carried***

***Motion 4**: "That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2025 as presented."*

- ***Motion carried***

PROPOSED ADMINISTRATIVE FUND BUDGET 2025/2026

ITEM 4 – ADMINISTRATIVE FUND BUDGET

To receive, consider and adopt the proposed general administrative expenditure budget of $1,102,458 (GST exclusive) and that a contribution to the Administrative Fund of $1,009,364.40 (GST exclusive) for the 2025/2026 financial year as supplied.

***Motion 5**: "That the Owners Corporation adopts an administrative budget of* $1,102,458 *(GST Exclusive) and that a contribution be determined to the Administration Fund of* $1,009,364.40 *(GST exclusive), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments for the 2025/2026 financial year to fall due on 6 January 2026, 1 April 2026, 1 July 2026, 1 October 2026."*

- ***Motion carried***

A query was raised in regards to the collection of levies in arrears. Grady Strata and Facilities representatives noted that legal processes for collection remain underway for all long term arrears. These involve complex arrangements and the OC is engaged with the relevant financial providers for the properties.

Questions in relation to the proposed budget and allocation were raised to establish the nature and more detail of expenditure items.

Question was raised to the EC to consider an alternative approach to budget preparations to reduce any proposed expenditure where prior periods did not demonstrate evidence of expense being incurred o required. The extension of the question noting that related levies be reduced in alignment to any budget changes.

The Chair noted that the budget reflected items of expense that were not incurred in prior years where other works underway made the budget item redundant for the period. Eg window cleaning, pest control or gutter cleaning during the period that scaffold clad the building impeding access and gutters were being replaced. Other budget items are to provide for an unanticipated expense should they arise.

PROPOSED SINKING FUND BUDGET 2025/2026

ITEM 5 – SINKING FUND BUDGET

To adopt the forecast sinking fund levy of $1,198,228 (GST exclusive) for the 2025/2026 financial year as set out in the approved Sinking Fund Plan 2023-2033, and approve the addition of the unspent funds from 2025/2026 to the forecast expenditure in that Plan.

***Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $2,661,801 (GST exclusive) and a Sinking Fund levy of $*1,198,228 *(GST exclusive) for the 2025/2026 financial year, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments to fall due on 6 January 2026, 1 April 2026, 1 July 2026, 1 October 2026."*

- ***Motion carried***

A comment was raised in regards to the nature of the sinking fund plan and associated levies. The plan is a 10 year rolling plan that must be reviewed each 5 years. Elements of the first few years are already committed for lift replacement and balcony works. The plan is "owned" by the Owners Corporation and is reviewed by the Executive Committee throughout the year and in considering future year budgets. The plan can be altered or reviewed at any time by the Owners Corporation. The funds collected reflect the owners use of capital items during their period of ownership by accruing funds for future replacement.

PROPOSED AMENDMENT TO SINKING FUND PLAN 2023-2033

ITEM 6 – SINKING FUND PLAN AMENDMENT

Following consideration of the S4B report "*Viridian Apartments, Electrification Master Planning*" 7 March 2025, the OC needs to start planning for the ACT Government's announcements about turning off the gas network by 2045.

This motion is to amend the Sinking Fund Plan 2023-2033 by adding a new item "Electrification of the Viridian" for $300,000 (GST exclusive), the estimated cost of replacing the two existing gas hot water plants with electric powered hot water units by 2035. Costs are based on estimates in the above report and Grady's estimate for related electric works. This amendment will be incorporated into the Sinking Fund Plan with future year adjustments when the next review of the Plan is undertaken.

The measure would be funded in 2025-26 by utilising $30,000 from unspent funds for 'Window leak repairs' over the two previous financial years. If this motion is approved, there will no additional cost to owners in 2025-26 for this new expenditure item.

The EC recommends a review be undertaken of the forecast expenditure in the Sinking Fund Plan for 'Window leak repairs' after completion of the works identified for 2026. It is possible this funding could be redirected to Electrification from 2026-27.

Motion 7: "*That the Owners Corporation notes the S4B report "Viridian Apartments, Electrification Master Planning" 7 March 2025, and amends the Sinking Fund Plan 2023/2033 to include an additional expenditure item, Electrification of the Viridian, of $30,000 per year from 2025/2026 for 10 years for the replacement of the gas hot water system, and agrees to re-direct $30,000 from unspent funds at the close of 2024/2025 for 'Window leak repairs' to Electrification in 2025-26."*

- ***Motion failed***

Questions were raised in relation to alternative energy sources including renewables and planning for Government announcements that the gas supply will be turned off in the ACT in 2045. An alternative motion was proposed to allocate the funds more broadly to Electrification of the Viridian, rather than specifying that they be used for the hot water system. The intention remains to build financial capacity to fund these efforts progressively to minimise the financial pressure on owners into the future.

New Motion: "*That the Owners Corporation notes the S4B report "Viridian Apartments, Electrification Master Planning" 7 March 2025, and amends the Sinking Fund Plan 2023/2033 to include an additional expenditure item, Electrification of the Viridian, of $30,000 per year from 2025/2026 for 10 years and agrees to re-direct $30,000 from unspent funds at the close of 2024/2025 for 'Window leak repairs' to Electrification in 2025-26."*

- ***Motion carried***

FUNDING OF CLADDING PROJECT

ITEM 7 – LOAN REPAYMENT SPECIAL LEVY

To discuss the Units Plan 2839 repayments for the ACT Government and Lannock Capital 2 Pty Ltd loan for the Viridian Cladding Replacement Project. The total of this levy reflects the Year 2 interest and principal repayments only amount due on drawdowns, plus Dowse fees for 1 November - 31 October 2026. In Year 1 owners contributed to the interest only amount due on drawdowns, including DOWSE Project fees for 1 April - 31 October 2025 as approved at the 2024 AGM.

***Motion 8**: "That the Owners – Units Plan 2839 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a special levy of $564,938 (inc. GST) to the Special Purpose Fund - Cladding Replacement Loan and strike four equal levies in accordance to their unit entitlement to fall due on 6 January 2026, 1 April 2026, 1 July 2026, 1 October 2026."*

- ***Motion carried***

RULE CHANGES

ITEM 8 – EC RESCISSION OF INTERIM FIRE SAFETY MEASURES

To discuss the rescission of the Interim Fire Safety Measures rule on completion of the Viridian Aluminium Composite Panel Cladding Replacement Project with the receipt of the Certificate of Compliance for the Replacement Cladding.

For rescission:

Unless approved by the Executive Committee, in accordance with 6.1.1 of the 2022 Vortex Fire Cladding Testing and Assessment Report (the Fire Engineer's Report) or any subsequent fire engineer's report:

1. *Residents are not permitted to store any flammable materials or heat sources on their balcony or in courtyards at the Viridian. Items include but not limited to aerosol cans, barbeques, outdoor heater, ashtrays, etc.*
2. *Occupants, guests, and contractors are not permitted to smoke in private yards, on private balconies or in common spaces.*
3. *Occupants, guests, and contractors are not permitted to use cooking or heating in private yards, on private balconies or in common spaces.*
4. *Occupants, guests, and contractors are not permitted to use any item which produces a naked flame or strong heat source in private yards, private balconies or in common spaces.*

***Motion 9**: "That the Owners Corporation – Units Plan 2839 RESOLVE that the Executive Committee has authority to rescind the existing Rule 2.4 – Interim Fire Safety measures on receipt of the Certificate of Compliance for the completed replacement of the identified Aluminium Composite Panel cladding on the building facade.*

- ***Motion carried***

The discussion noted that the EC and Grady Strata continue to work with IQon to confirm and have clearance noted to the insurer that the flammable cladding has been removed to enable BBQ use and inform the disclosures for the next insurance renewal.

ITEM 9 – UPDATE TO THE UTMA DEFAULT RULES

To discuss the update of the Viridian rules to bring these into alignment with the current *Unit Titles Management Act 2011 (the UTMA)* default rules.

Attachment A sets out the proposed rule changes.

***Motion 10**: "That the Owners Corporation – Units Plan 2839 RESOLVE that the Viridian rules be updated to align to Schedule 1 of the current UTMA Regulation and related minor amendments, as presented."*

- ***Motion carried***

ITEM 10 – ELECTRIC VEHICLE (EV) CHARGING

The use of common property by an owner for a period of 3 months or more requires the Owners Corporation to approve a 'Grant of special privileges in relation to common property' (s 112A of the UTMA). EV charging relies on the use of common property, including the installation of cabling/conduit and a power point, modifications to a Unit's electrical power boards and impacts on the Viridian's electrical infrastructure. When the grant of special privilege is approved, the OC makes a Special Privilege Rule for the owner who sought approval of their EV charging application who must sign an agreement to the terms of the approval. The Special Privilege Rule is then recorded in the Viridian Rules. Refer to ***Attachment B*** for the current rule to be amended and explanatory information.

***Motion 11**: ""That the Owners Corporation – Units Plan 2839 RESOLVE to amend Rule 3.2, paragraph (4) and insert the following amended rule as a new Alternative Rule in* Section 2, Common Property - other matters, *to provide for the grant of a special privilege under s. 112A of the UTMA to an owner for the installation of* a single phase, 10 Amp powerpoint connected to their unit's electricity meter for the primary purpose of charging an electric vehicle, as presented*."*

- ***Motion carried***

Common Property - other matters

Electric Vehicle Charging

1. Authority to approve

Viridian owners who wish to charge an Electric Vehicle (EV) in the basement car park will need to apply for approval from the Owners Corporation (OC) at a General Meeting. The application is to be for *Installation of a Private PowerPoint primarily for EV Charging* and must comply with the conditions set out in this Rule.

Owners should submit their completed application to the Executive Committee through the Strata Manager. The Executive Committee will assess it against this Rule and if it is compliant, prepare a motion for the next scheduled General Meeting where the OC will consider whether to grant special privileges in relation to common property under s. 112A of the *Unit Titles (Management) Act 2011* (the UTMA*).* The affected common property includes where cabling/conduit and the powerpoint is placed, modifications made to the unit's power board and the impacts on the Viridian's electrical infrastructure.

Once approved, each application will be incorporated into a Special Privilege rule, incorporated into the Viridian Rules and registered in accordance with s.108 and s.108A of the UTMA*.*

The conditions of approval for charging an EV in the Viridian complex are set out below.

2. Private powerpoint (GPO) connected to the individual unit's electricity meter

*(a)*The private powerpoint must be a single phase 10 Amp powerpoint, connected exclusively to the owner's individual unit electricity meter for the primary purpose of charging an EV;

*(b)*The powerpoint must be located within the applicant's allocated car space (per the unit entitlement) in the basement garage;

*(c)*A maximum of one (1) single 10 Amp powerpoint per unit is allowed;

*(d)*The application for installation must describe the placement of the powerpoint. Refer to the 'Guide for Installation of a General Purpose Outlet (GPO)' with illustrations to assist with placement.

*(e)*The needs of the OC will always take precedence over the electrical supply to an individual owner for EV charging.

3. Approvals and Standards

(a) Prior to commencing any works, the owner must:

(i) Obtain and provide all necessary approvals, permits, and certifications required by law;

(ii) Engage the licensed electrician approved for this purpose by the Strata Manager to carry out the installation;

(iii) Provide the OC with plans and specifications of the proposed installation to the unit's individual electricity meter, any modifications to the power board and a diagram showing cabling and any use of the common property, eg walls, cable trays, ceilings, etc;

(iv) All works must comply with the National Construction Code of Australia, relevant Australian Standards, and ACT legislation.

4. Responsibility for Costs

(a) The Owner must bear all costs associated with the application and installation:

(i) Installation of the powerpoint and related wiring;

(ii) Any upgrade or modification required to the owner's electrical meter or any shared meter board, if such modifications are approved by the OC;

(iii) Other measures required to comply with ACT Fire & Rescue Guidelines and recommendations, the Building Insurance provider, ACT Government directions & guidelines, and/or the OC;

(iv) Ongoing maintenance, repair, and eventual removal of the installation and the affected common property;

(v) Any damage caused to common property or other units as a result of the installation, its use, or removal;

(vi) The OC's reasonable costs, fees or expenses in having relevant experts review the installation, plans, specifications and/or supporting documents.

5. Ownership and Maintenance

(a) The installation remains the property of the owner of the unit.

(b) The owner is solely responsible for the proper use, operation, repair and maintenance of the installation and the affected common property.

(c) The owner is responsible for insuring and maintaining the installation and affected common property.

(d) The installation must be removed at the owner's expense upon sale or transfer of title unless the buyer signs an agreement to abide by the existing terms already approved by the OC for the unit.

6. Liability and Indemnity

(a) The owner indemnifies and holds harmless the Owners Corporation and other unit owners from any claims, costs, damages, or liabilities arising from the installation, use, or removal of the powerpoint.

(b) The owner must maintain appropriate insurance for the installation and affected common property and provide evidence of such insurance to the OC after installation has been completed and upon request.

7. Removal or Rectification

(a) If the installation is no longer required, the unit is to be sold or if it becomes unsafe or non-compliant, the owner must remove it at their own cost and restore affected common property to its original condition to the satisfaction of the OC.

(b) If the Owner fails to do so, the Owners Corporation may carry out the removal or rectification and recover the costs from the owner as a debt.

8. Agreement

(a) Prior to commencing any works, the owner must sign an agreement with the OC accepting the terms and conditions of approval under this Rule.

(b) The approval will be suspended if any of the terms of approval are not met or if any electrical overload or interruption to building power occurs. It may be reinstated subject to measures being implemented, such as introducing EV charging at designated hours, outside peak demand periods, and to be determined by the EC.

(c) This rule is an interim measure designed to facilitate EV charging for as many owners as possible and remains valid until replaced by the Owners Corporation.

BUILDING MAINTENANCE ITEMS

ITEM 11 – ONGOING MAINTENANCE ISSUES & CONTRACTS

To update the Owners Corporation on any ongoing maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.

No new maintenance issues were identified. New contracts for gardening and cleaning are due for review during the coming financial year.

ITEM 12 – FIRE SAFETY REVIEW

To discuss ongoing provision of fire maintenance to the building and the buildings compliance with the National Construction Code's (NCC) fire safety requirements.

The building inspection and testing has been completed to fire safety requirements with necessary repairs addressed to assure ongoing compliance and resident safety.

ITEM 13– ONGOING DEFECTS

To update the Owners Corporation any outstanding or ongoing physical building structural defects.

No new defects raised. The completion of the existing cladding, waterproofing, roof and gutter work program will address previously identified water ingress.

INSURANCE

ITEM 14- INSURANCE

To note and discuss the ongoing insurance cover held by the Owners Corporation via Chubb Insurance Australia Limited, as provided via the Certificate of Currency attached to these meeting papers.

***Motion 12**: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

- ***Motion carried***

ITEM 15 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

To discuss any ongoing or outstanding insurance claims at Viridian.

No insurance claims were raised during this financial year.

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 16 – EXECUTIVE COMMITTEE ELECTION

Motion 13: *"That the Owners Corporation agree to create 3-7 Executive Committee Positions and appoint _____ to stand as Executive Committee members until the next Annual General Meeting".*

- ***Motion carried***

Nine (9) owners nominated for the seven (7) Executive Committee positions. The Owners Corporation conducted ballot and elected the following owners to the Executive Committee:

1. Ms Claire Read
2. Mr Terry Drew
3. Mr Robert Donaldson
4. Mr Geoff Spackman
5. Mr Michael Gardiner
6. Mr Michael Kong
7. Mr Simon Thom

ITEM 16 – DELEGATIONS

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

No changes to the delegations were proposed.

GENERAL BUSINESS

ITEM 17 –GENERAL BUSINESS - GRANT OF SPECIAL PRIVILEGE OVER COMMON PROPERTY TO UNIT 106

The owners of Unit 106 submitted a proposal that for the OC to grant them a Special Privilege over common property.

EV charging relies on the use of common property, including the installation of cabling/conduit and a power point, modifications to a Unit's electrical power boards and impacts on the Viridian's electrical infrastructure.

Motion 14:
"That the Owners Corporation:

a. acknowledges that, with the approval of the Executive Committee in March 2018, the owner of Unit 106 installed an electric vehicle (EV) charging unit and associated wiring and electrical connection located on or through common property, servicing the parking space allocated to that unit; and

b. pursuant to S112A of the Unit Titles (Management) Act 2011 grants to the owner of Unit 106 a special privilege over that part of the common property occupied by, or required for the operation of, the existing EV charger installation, for the purposes of operating, maintaining, repairing, upgrading, or replacing that installation and

c. all costs associated with the installation, operation, maintenance, repair, replacement, and eventual removal of the EV charger (including any impact on common property) shall be the sole responsibility of the owner of Unit 106.

d. notes that this special privilege shall continue until revoked by special resolution of the Owners Corporation or is replaced by a complex wide charging solution approved by the Owners Corporation; and

e. requires this Rule is registered within the required 3 months.

- ***Motion failed***

Discussion among owners noted that there are varying opinions about the framework under which this installation was approved in 2018. The the documentation available in relation to the application and approval remains in dispute and Unit 106 has received a Rules Infringement Notice for the EV charging installation and modifications to the electrical distribution board.

In addition there is doubt as to the authority under the UTMA of previous Executive Committees to make any decisions in relation to the installation of an EV charging solution where this decision requires the grant of special privilege to be provided by the Owners Corporation.

This issue has been lodged with ACAT and a hearing scheduled in early 2026 to resolve the current position for the Owners Corporation and Unit 106 with respect to the installation and the modifications that impact on the electrical infrastructure.

An amended motion was proposed that Unit 106 modify the existing EV charging installation to comply with the amended rule as approved at Item 10 of this agenda. The amended Motion also requires that the modifications to the electrical distribution board be restored to its original condition, in particular, the 63 amp circuit breaker for Unit 106.

Owners noted that this proposed motion reflected that it would be unfair for the owner of Unit 106 to have an installation other than what is provided for in the rule approved as an equitable solution for all owners, at Item 10 of this agenda.

Owners agreed that the Unit owner be given opportunity to modify the installation to meet the new EV charging rule. This includes the opportunity to have special privilege granted on condition that the owners satisfactorily comply with the EV charging rule and remove the modifications they made previously to the electrical distribution board.

New Motion:
"Unit 106 modify their existing EV charging installation to comply with the Viridian EV charging rule as approved at this meeting and restore the electrical distribution board to its original capacity."
(refer Item 10)

- ***Motion carried***

New Motion:
"The Owners Corporation grants special privilege to Unit 106 for the EV charging installation on condition that the installation is modified to comply with the Viridian EV charging rule approved at this meeting."
(refer Item 10)

- ***Motion carried***

GENERAL BUSINESS

ITEM 18 - Any other business as provided to Grady Strata and Facilities at least 7 working days in advance of the meeting.

No General business was raised by owners in correspondence.

Items raised from the floor

Pigeons

Owners noted that while roof works have addressed pigeon access to cavities, they remain an ongoing nuisance and require removal.

The Chair noted that action is intended for the new year and activity was held pending the roof works which anticipated the disturbance to nesting and the closing of many cavity access points while trades were on site.

Balcony replacement

Owners noted that high priority balcony works are continuing though many balconies remain to be addressed that are long term issues. Owners questioned when reduced priority balcony areas would be considered for remediation works.

The Chair noted that the intent of the works program is that we work from the top and down to enable scope to resolve water ingress into lower areas.

Those high priority upper level areas have not been completed though it is in scope to move on to reduced priority areas and replace all balcony tile surfaces.

Hard flooring

Issue has been raised by an owner in relation to the perceived impossibility from opinions expressed by two acoustic sound testing professionals that it is impossible for any hard flooring product used to meet the required sound standards contained in the Viridian rules. The suggestion is that the rules are unreasonable and unfair to owners seeking to modernise and adopt hard floor installations.

Discussion among owners and previous EC members noted that significant research and testing had been conducted and OC funds expended in establishing the Viridian flooring rule, in addition to legal precedent set for the Viridian.

The owners undertook to further engage on the issue with the incoming EC.

Louvres

Owners noted that a solution to the inoperational adjustable louvres remains outstanding.

The removal of the louvres would require Owners Corporation approval - not just affected Unit owners.

This will be discussed by the 2026 EC.

MEETING CLOSE 8:00pm

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 3 November 2025 at 4:30pm.

Attendees:
Executive Committee: Bob Donaldson, Geoff Spackman, Terry Drew, Claire Read, Nadia Razzaq,
Absent: Ashley Duck
Grady Strata & Facilities: Andrew Rose (Strata Manager), Mark Terracini

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Minutes

The Committee **confirmed** the minutes of the 7 October 2025 meeting.

Financial Reports

The Committee **noted** the Financial Reports for the end of year are in preparation for audit review.

The Committee **noted** that debt collection action continues for all aged arrears to recover the significant amount owed by long-term debtors.

AGM

The Committee **agreed** to the proposed budget motions for 2025-2026 and noted the amendment to the Sinking Fund Plan 2023/2033 for the Electrification of the Viridian will not result in increased sinking fund levies for 2025-26. A small increase to the Admin Fund is included to keep pace with inflation.

The Committee also **agreed** to the other proposed motions in the draft Notice of Meeting Package circulated on 27 October 2025.

Cladding Replacement Project

The Committee **noted** that the rock gardens at Block A are now complete.

Relocation and construction of scaffold to Block E and Block F Wentworth Ave) has been completed. Cladding replacement installation to Block E and F has commenced.

Block H Level 5 waterproofing to the rock gardens is now complete. Block B and Block C waterproofing works are continuing.

Parapet, gutter and final lower roof works at Block H are nearing completion. Scaffold removal from Block H has commenced.

The works at Block C is continuing to complete the gutter, parapet and flashing replacement.

Lift Replacement Project

The Committee **noted** that the lift at Block A is scheduled for final inspection and handover on Wednesday 5 November.

The Block B lift will be taken out of service on Tuesday 4 Nov for the lift replacement with the completion date scheduled as 18 December 2025.

The Committee **agreed** the Strata Manager approach to arrange Basement 2 temporary car parks for lift storage and works area for the period of the Block B lift works.

Leaks Remediation

The Committee **noted** that works are proceeding to remediate the Dawes St driveway rock garden and water ingress to the basement area. Constructive IQ are engaging with concreters for a competitive quote to replace and match the existing exposed aggregate mix.

The Committee **noted** that following agreement to replace the tiled balcony areas at Level 5, Block B - Units 106-108 and Unit 101 - with pedestal paving system, the works will not commence until early Jan 2026 to enable balconies to be accessible during the lead up to and over the Christmas period.

A suitable handover point from the cladding replacement project for the Printers Way scaffolding will be determined without interruption and associated liability risks for the project principal in completing the replacement cladding works.

Priority repairs to internal areas of identified Units, where there is evidence of long term water ingress from the roof top rock gardens at Blocks A and H have commenced. The final units at Block H to be completed during the week commencing 3 November.

Block B and Block C internal Unit repairs will commence on confirmation that the flood testing to the rock gardens has passed testing and is complete - in addition to the completion of the parapet capping.

Grady Strata & Facilities Contract renewal

The Committee **noted** that the 3 year agreements for the Strata Management and Building Management have been signed, per 2024 AGM agreement, to retain Grady Strata and Facilities services until 31 October 2028.

General Business

Applications

Unit 19 – bathroom renovation for identified leak – approved
Unit 95 – Air conditioning replacement – approved
Unit 112 – pet enclosure to rear courtyard - approved
Unit 151 – Double glazing installed to unit window frames – approved

Rule Infringement Notice

The Committee members **noted** that Unit 106's owners have failed to address the terms of the Rule Infringement Notice for the unapproved use of common property and electrical infrastructure. No evidence of a current approval has been supplied to the EC as requested in writing by the 2024 EC and in 2025. The Committee **noted** that the next step is to lodge an application to ACAT, an independent body, for adjudication.

The Committee **agreed** to obtaining legal advice, as required, in preparing for ACAT.

The Committee **agreed** to engage the services of an electrical engineer to inspect and document the modifications to the distribution board in Block B.

The Committee **agreed** to establish a Sub-committee to progress this issue through ACAT, noting that this work is required at a period when demands on the Strata Manager and EC members are significant due to the preparations for the AGM.

Next Meeting

Annual General Meeting

Tuesday, 2 December 2025 at 5:00pm

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 7 October 2025 at 4:30pm.

Attendees:
Executive Committee: Bob Donaldson, Geoff Spackman, Terry Drew, Claire Read, Ashley Duck
Apologies: Nadia Razzaq, Mark Terracini
Grady Strata & Facilities: Andrew Rose (Strata Manager)

Minutes

The Committee **confirmed** the minutes of the 1 September 2025 meeting.

Financial Reports

The Committee **noted** the Financial Reports for the year to date.

The Committee **noted** that debt collection action continues for all aged arrears to recover the significant amount owed by long-term debtors.

The Committee **noted** that the balance of the scheduled lift payments for Blocks A, C and H will be presented in the October reports for the end of financial year preparations.

AGM

The Committee **agreed** that a motion be presented to increase the sinking fund plan to address increased costs to replace current gas hot water heat exchangers.

The Committee **noted** that the sinking fund plan requires review to bring items up to recognize current replacement costs in addition to the inclusion for the costs to enable the address of the future requirements to meet increased electrical capacity demands and the hot water system conversion. These costs are not yet quantified for inclusion in the sinking fund plan as a reliable estimate. The Committee **noted** that further work is required to determine these costs for inclusion in the sinking fund plan.

Cladding Replacement Project

The Committee **noted** that the rock gardens at Block A are at final stages of remediation.

Block H Level 5 waterproofing to the rock gardens has commenced. The Printers Way rock garden hobs and waterproofing is now complete pending flood testing. The smaller garden to the inside courtyard will be covered with a flashing and will not be retained as a rock garden. These areas each directly address the water ingress issues to Units 148 and 149.

Parapet, gutter and final lower roof works at Block H have commenced. Following completion the scaffold at Blocks A and Block H can then be completely dismantled. This is anticipated to be at the end of October subject to weather.

Relocation and construction of scaffold to Block B and Block C (Dawes St) has been completed. Cladding replacement installation to Block B has completed the balcony face. The cladding works at Block C is continuing and gutter, parapet and flashing works has commenced.

Block G gutter, parapet and fascia works are now complete.

Blocks E & F works have commenced with the installation of the scaffold to the Wentworth Ave, Level 1 apron.

Lift Replacement Project

The Committee **noted** that the lift shaft at Block A has the new frame and motor installed and work continues on the lift cart construction and doors to meet the scheduled hand over date of 28 October.

The schedule for the remaining lifts at Block B and D has been issued to residents. The overall program is proceeding to the current schedule.

Leaks Remediation

The Committee **agreed** that works proceed to remediate the Dawes St driveway rock garden and water ingress to the basement area.

The Committee **noted** that following agreement to replace the tiled balcony areas at Level 5, Block B - Units 106-108 and Unit 101 - with pedestal paving system solution remains under discussion with IQon. This is to establish a suitable handover point from the cladding replacement project for these balcony works to commence without interruption and associated liability risks for the project principal in completing the replacement cladding works.

Internal repairs to Units where water ingress is evident from the roof top rock gardens at Blocks A and H are being scheduled to commence following confirmation of rock garden flood testing results.

Grady Strata & Facilities Contract renewal

The Committee **noted** that the 3 year agreements for the Strata Management and Building Management have been received by the EC and are currently under review, with some queries to be resolved by Grady Strata & Facilities, prior to EC decision.

Strata Manager's Report

The Committee **approved** the quote from Capital Doorworks for the replacement of the failed door motor and controller at Gate 3 basement entry. The date of installation is awaiting the confirmation of the equipment being delivered.

Gate 2 roller door
The Committee **agreed** that following the failure of Gate 3 motor and controller, the Gate 2 roller door motor and controller be replaced as a preventative measure, where the equipment is reaching a similar end of working life. Useable parts will be salvaged for Gates 1 and 4 as suitable.

General Business

Applications

Unit 112 – pet application - approved
Unit 161 – Air conditioning replacement – approved
Unit 163 – GPO point for EV charging – not approved
Unit 169 – GPO point for EV charging – not approved

Insurance
The Committee **agreed** that the proposed rule change for EV charging be tabled to the insurer to consider the potential insurance risks or conditions that may arise as consequence to the rule.

EV charger
The Committee agreed that following inspection, discussion and documentation review that a breach notice be issued to Unit 106 in respect to the installation of the EV charger in the car space and non-compliance with UTMA special privilege requirements and unapproved modifications to common property power distribution.

Rodents
The Committee **noted** that following requests, one quote has been received to replenish and install additional rodent baits to the complex. The date for this replenishment to be conducted is yet to be scheduled.

Building roof insulation inspection
The Committee **agreed** that ARCSITE be engaged to complete the roof insulation inspections for all roof level units to meet s119 UTMA requirements. This is an element of the UTMA and follows ACT Government rules for rental units to meet a minimum insulation rating for tenants.

The costs of inspection are borne by the Owners Corporations in the first instance and penalties apply to the OC and EC for the failure to supply the completed certificates.

ARCSITE have quoted a reduced rate of $1170 (excl GST) to inspect all suitable roof level Viridian units - total 47 Units- in a single visit. Individual units are charged at $300 per unit for a visit.

All roof level Unit owners will be contacted directly by Grady Strata to participate. This is a necessity for owner landlords to support any new lease contracts and is optional for live-in owners who do not intend to lease their Units during the next 5 year period.

Next Meeting

Tuesday, 3 November 2025

4:30pm

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 1 September 2025 at 4:30pm.

Attendees:
Executive Committee: Bob Donaldson, Geoff Spackman, Terry Drew, Claire Read (left meeting at 4:50pm)
Apologies: Nadia Razzaq, Ashley Duck
Grady Strata & Facilities: Andrew Rose (Strata Manager), Mark Terracini

Minutes

The Committee **confirmed** the minutes of the 4 August 2025 meeting.

Membership and Election of Chair

The Committee **agreed** that Mr Terry Drew join the Committee to take up the position vacated by John Thorpe.

Ann Martin resigned as EC Chair and as EC Member effective 14 August 2025. The EC thanks Ann for her contribution to the Viridian EC.

The Committee elected Terry Drew, a long term owner who has served on past Viridian ECs, as Chair.

The EC maintained quorum for the first items described below. Ms Read left the meeting after which quorum was not maintained. All items after the *Lift replacement* discussion are recorded as discussion points for the remaining EC members.

AGM

The Committee **agreed** that the 2025 AGM on Tuesday 2 December 2025 will be recorded.

One way streaming will be available but there will be no opportunity to vote online or ask questions.

Owners should return proxy or absentee votes to the Strata Manager prior to the AGM, following protocols set out in the AGM pack.

Financial Reports

The Committee **noted** the Financial Reports for the year to date. The spending to date is within the planned budget for the 2024-25 financial year.

The Committee **noted** that debt collection action continues for all aged arrears to recover the significant amount owed by long-term debtors.

The Committee **noted** that the Treasurer has commenced preparation of the proposed budget for the 2025-2026 Financial year and the Strata Manager will provide input to the Committee in the lead up to the next EC meeting.

Cladding Replacement Project

The Committee **noted** that cladding replacement at Block A, Level 5 is now complete. The rock gardens at Block A are currently underway for final remediation. Block A gutters, parapet and fascia works are complete at roof level.

Scaffold has been dismantled at Block H Levels 5 and 6 with Block H cladding almost complete at these levels. Waterproofing to rock gardens at Block H will shortly commence.

The scaffold at Block A and Block H will be completely removed following confirmation that the cladding is watertight and the rock gardens are complete for each Block.

Relocation and construction of scaffold to Block B and Block C (Dawes St) has been completed. Cladding replacement installation to Block B has commenced and the cladding removal at Block C has commenced.

Lift Replacement Project

The Committee noted that the new lift at Block H has been returned to service from 28 August, on schedule.

The schedule for the remaining lifts at Block A, B and D has been issued to residents. The overall program is proceeding to the current schedule with preparatory works to Block A currently underway.

Leaks Remediation

The Committee **agreed** that works proceed to remediate the Dawes St driveway rock garden and water ingress to the basement area.

The Committee **noted** that the basement steel structural rust and paint repairs have been inspected by Constructive IQ and identified paint defects have been resolved by the contractor.

The Committee **agreed** that tiled balcony areas at Level 5, Block B - Units 106-108 and Unit 101 - are to be demolished and replaced with pedestal paving system solution to resolve the continued water ingress to lower level Block B Units. These works are currently being scheduled in conjunction with the cladding works to avoid the OC paying twice for the costs of dismantling and the reinstatement of scaffolding.

Quotes are also being obtained to make internal repairs to Units where water ingress is evident from the roof top rock gardens at Blocks A, B and H once these leaks are confirmed as remediated.

The Committee **agreed** that following the completion of the cladding, waterproofing, gutter and parapet works, previously identified and reported leaks will be reviewed to determine remaining areas requiring remediation.

The Committee **noted** that the financial commitments to the leak remediations for 2024-2025 are consistent with the 2024 AGM presentation to owners. These reflect remediation to the longer term water ingress issues and the internal make good works to units that have been impacted.

The 2025-2026 schedule of leak remediation works will continue to be discussed and triaged to priority areas with Constructive IQ. This will determine the program for the commitment of future OC spending to address the remaining or new water ingress issues, including basement leaks.

Building Manager's Report

The Committee **noted** the reported leaks with recent rain events and further investigation continues by the Building Manager to determine the water source and address temporary or complete fixes in conjunction with the current roof, gutter and rock garden waterproofing works.

Strata Manager's Report

The Committee **approved** the quote from SAPIO to upgrade to the security access control server and software proceed. This changeover is intended to be transparent to residents with no changes required to their existing secure access devices (remotes or fobs). The new software will provide for future expansion and upgrades to other elements of the existing door and lift access security system.

Electrification Sub-committee
The Sub-committee is working on a rule to be presented to the EC for approval to go to the AGM that will provide a fair and transparent framework for owners who wish to install a power point in their car space for the purpose of electric vehicle charging as an interim measure until a complex-wide solution is funded and approved by the OC, once the existing electricity supply has been upgraded. It will also ensure future approvals comply wth the Unit Titles (Management) Act and Regulation.

The need for an information session on the electrification of the Viridian prior to the AGM was discussed.

General Business

The Executive Committee **noted** that Viridian has outstanding applications for the installation of power points in private car spaces to facilitate the charging of EVs. As noted in minutes of 4 August consideration to be made at AGM regarding special privilege rule with conditions.

It was **noted** that the EC is still seeking information from the owners of Unit 106 on several issues including technical specifications of electrical modifications to Block B's electrical distribution board and the power output of the charger installed in their car space. In addition, the EC followed up the 2024 Committee's request that they provide a copy of any current approval they might have, as one cannot be located in the OC's records. The EC declined Unit 106s offer to attend the EC meeting until the Committee had their responses. Then a meeting can be scheduled with all information on the table.

The Committee **noted** that, during the coming periods of lift outages, owners of Light Electric Vehicles (bikes, scooters or similar small items) may apply to the EC via the Strata Manager for temporary approval to use common area power points in the basement, noting conditions will apply.

The Committee **noted** that Grady will provide the draft three year contract before the next meeting for the Committee's approval.

The EC will attempt to publish a newsletter before the AGM.

Next Meeting

Tuesday, 7 October 2025

4:30pm

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 4 August 2025 at 4:30pm.

Attendees:
Executive Committee: Ann Martin, Bob Donaldson, Geoff Spackman, Claire Read, Nadia Razzaq, Ashley Duck
Apologies: NONE
Grady Strata & Facilities: Andrew Rose (Strata Manager), Mark Terracini

Minutes

The Committee **confirmed** the minutes of the 7 July 2025 meeting.

The Committee **agreed** that Ms Ashley Duck join the Committee to take up the position vacated by Sandra Hannan.

Financial Reports

The Committee **noted** the Financial Reports for the year to date. The spending to date is within the planned budget for the 2024-25 financial year.

The Committee **noted** that debt collection action continues for all aged arrears to recover the significant amount owed by long-term debtors.

The Committee noted that preparations for the 2025 AGM have commenced for the 2 December proposed meeting date.

Cladding Replacement Project

The Committee **noted** that cladding replacement at Block A is complete and Block H has commenced the instalment of new cladding. The rock gardens at Block A are currently underway for remediation.

The scaffold at Block A will be completely removed at roof top following confirmation that the cladding is watertight and the rock gardens are complete. Relocation and construction of scaffold to Block B and Block C (Dawes St) has commenced.

Block H cladding including gutters, parapets and fascia remains on schedule and rock garden waterproofing repairs commenced.

Lift Replacement Project

Block H new lift structure has been installed. The lift is currently moving to the final stages of installation for the security controls, foyer doors, frames and lift controls at each floor, and the control box relocation.

The schedule for the remaining lifts at Block A, B and D has been issued to residents. The overall program is proceeding to the current schedule.

Leaks Remediation

The Committee **agreed** that works proceed to remediate the Dawes St rock garden and water ingress to the basement area.

The Committee **noted** that the basement steel structural rust and paint repairs have been completed with a final inspection by Constructive IQ to be conducted on 5 August.

The Committee **noted** that balconies at Level 4, Block B, have been inspected and quote is being prepared for balcony works.

These works will follow the cladding replacement and waterproofing schedule for the rock gardens at Block B. It has been confirmed from intrusive inspection that the balconies are suitable for pedestal paving to replace the existing fixed tiles.

Quotes are also being obtained to make internal repairs to Units where water ingress is evident from the roof top rock gardens at Blocks B and H once these leaks are confirmed as remediated.

Building Manager's Report

The Committee **noted** the reported leaks with recent rains and further investigation continues by the Building Manager to determine the water source in conjunction with the current roof and gutter works.

The Committee **noted** the rebuild of the Courtyard wall – Cnr Printers Way and Eyre St – Unit 138 – is now complete.

The Committee **noted** that a first quote has been received for the upgrade to the access control server and software. This will be circulated to EC members for consideration out of session. Further quotes will be tabled once received from contractors.

Electrification sub-Committee

Some members of the Executive Committee felt that more information on the current state of electric conversion and existing gas use (cook tops and heating) is needed from owners to understand the prioritisation of services for conversion to electric energy. It was decided a survey of owners would be under taken ASAP to attempt to answer these concerns.

The sub committee advised the EC a quote has been received from a solar energy consultant to review the existing solar infrastructure, building roof architecture and structure to provide recommendation and proposals to extend the solar array for consideration. to support Viridian electrical capacity. It is up to the EC to decide how to proceed.

The Executive Committee **agreed** that the existing Viridian EV rule requires amendment to address special privilege and other relevant conditions to support the transition program within existing electrical capacity until such time as the electrical capacity and of the Viridian can be upgraded

The Executive Committee **agreed** that the Electrification sub-committee present to the EC a draft amended rule for EV charging in alignment to capacity management and electrification program. With EC agreement, the proposal can then proceed for all owner's consideration at the AGM.

General Business

The Committee **noted** that decision on GPO basement installations from owners of Units 163 and Unit 169 cannot be made at this time subject to the considerations to be made at the AGM in regard to granting special privilege with conditions, given the limited electrical capacity of the complex (S4B Report).

UNIT 13 – Bathroom renovation to address water leak

The Committee agreed that bathroom renovations are approved to proceed to resolve the identified water leak.

Unit 62 - The application for approval for keeping two cats - Approved.

The Committee **noted** that there are various contracts requiring review for the 2025/2026 period. These will be prepared and presented to the EC.

AGM

The Committee **agreed** that the 2025 AGM will be held on Tuesday 2 December 2025 at 5:00 pm at Eastlake Football Club. Further details will be provided with the AGM package.

The Executive Committee noted that there are other Viridian rules requiring review for presentation to owners at the AGM.

Next Meeting

1 September 2025

4:30pm

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 7 July 2025 at 4:30pm.

Attendees:
Executive Committee: Ann Martin, Bob Donaldson, Geoff Spackman
Apologies: Claire Read, Nadia Razzaq, Shannon Robinson, Mark Terracini
Grady Strata & Facilities: Andrew Rose (Strata Manager)

Minutes

The Committee **confirmed** the minutes of the 5 June 2025 meeting with amendment to the date.

Financial Reports

The Committee **noted** the Financial Reports for the year to date.

The Committee **noted** that debt collection action continues for all aged arrears to recover the significant amount owed by long-term debtors. One long term debtor has completed an approximate 30% payment to their substantial amount in arrears.

The Committee **agreed** that appropriate budget inclusions to the sinking fund plan, for the electrification strategy of the hot water system will be proposed to the AGM.

Electrification sub-Committee

The Executive Committee **noted** that Viridian was not selected to participate as a pilot site in the ANU Centre for Energy Systems research project on apartment electrification and decarbonization. Information from the research project will be provided by ANU to interested parties. The sub Committee will continue to monitor information on electrification programs.

Cladding Replacement Project

The Committee **noted** that cladding removal works is nearing completion at Block A and Block H has commenced the installment of new cladding. No cladding removal works are scheduled where there is forecast rain.

The scaffold at Block A will be completely removed following confirmation that the cladding is watertight when the rock gardens are complete. Relocation of scaffold to Block B has commenced with bridge over the Printer's Way breezeway.

Block H cladding including gutters, parapets and fascia is scheduled to be complete at 27 July. The rock garden waterproofing repairs will commence from 22 July.

Lift Replacement Project

The Committee **noted** that the Block C lift is now in service for residents and is proving reliable.

The Committee **noted** that the building issues identified in the Block C lift shaft structure are not present in Block H works.

Block H lift and frame has been removed from lift shaft and new lift structure is underway. The lift is scheduled for final security, foyer doors and frames and lift controls to be installed from 13 August, testing and handover into service at 27 August.

The schedule for the remaining lifts is pending confirmation by Schindler for advice to issue to residents.

Leaks Remediation

The Committee **noted** that investigative works to the Dawes St rock garden continue. This investigation has extended to the adjacent internal courtyard and individual Unit courtyards.

The Committee **noted** that the basement steel structural rust and paint repairs have commenced for the three part paint system to be applied.

The Committee **noted** that balconies Level 4, Block B, have been inspected and quote is being prepared for balcony works. These works will follow the cladding replacement and waterproofing schedule for the rock gardens at Block B.

Building Manager's Report

The Committee **noted** the reported leaks with recent rains and further investigation continues by the Building Manager to determine the water source in conjunction with the current roof and gutter works.

The Committee **noted** the rebuild of the Courtyard wall – Cnr Printers Way and Eyre St – Unit 138 – has commenced. It was identified by contractors that there was no movement of the structural footing evident following the demolition of the wall. The wall movement the result of aged mortar and block movement.

The Committee **agreed** to review the electricity supply for common power, noting that supply charges have increased for all utilities.

The Committee **noted** that works are pending to make repairs to fire hydrant cupboard on Eyre St. This structure has been inspected by trades for frame repairs.

General Business

The Committee **noted** that the Gardening contract be reviewed to consider the scope of works required with increased growth and the period of gardeners attendance on site.

The Committee **noted** two applications for basement powerpoint installations to Unit 163 and Unit 169 car parks for trickle charging EVs. The Committee discussed and considered that further advice on the installation is required before the EC can make a decision on these applications.

The Committee **noted** that with the volume of works currently around the building, there is a range of notices issuing to residents diluting the Newsletter usefulness at this time. A Spring edition will be prepared as the projects come towards and end, the AGM period and other End of 2025 year items.

AGM

The Committee **agreed** that the 2025 AGM be proposed for Tuesday 2 December 2025 and venue be booked for the meeting.

Next Meeting

4 August 2025

4:30pm

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 10 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:	Unit Plan 2839	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93213671	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 06 June 2025, Local Standard Time
	To:	4.00pm on 06 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	45-47 Wentworth Avenue, Kingston 2604 51-55 Dawes St, KINGSTON ACT 2604 50-54 Eyre St, KINGSTON ACT 2604 54-56 Printers Way, KINGSTON ACT 2604	

Chubb Strata Insurance Certificate of Currency, Australia. Published 09/2023. ©2023 Chubb Insurance Australia Limited.
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Limits of Liability		
Section 1: Property Damage Insurance	**Buildings** and **Common Property**	AUD 105,198,345
	Common Contents	AUD 1,051,983
	Catastrophe	AUD 31,875,098
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 15,779,751	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 153,905,177	
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 5,000,000 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 10 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:

Nimisha Bhatt
Senior Property Underwriter

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

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THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 5 June 2025 at 4:30pm.

Attendees:
Executive Committee: Claire Read (A/g Chair), Bob Donaldson, Geoff Spackman
Apologies: Ann Martin, Nadia Razzaq, Shannon Robinson
Grady Strata & Facilities: Andrew Rose (Strata Manager)

Minutes

The Committee **confirmed** the minutes of the 5 May 2025 meeting.

The Committee noted the tenure of Sandra Hannan as an EC member has ceased effective at 22 May 2025 and thanked her for her contribution to the EC during her residence at Viridian.

Financial Reports

The Committee **noted** the Financial Reports for the year to date. The spending to date is within the planned budget for the 2024-25 financial year.

The Committee **noted** that debt collection action continues for all aged arrears to recover the significant amount owed by long-term debtors.

The Committee **noted** that the Building Insurance expires 6 June 2025 and the 2025-26 renewal has been agreed with the insurer. The Certificate of Currency for 2025-26 will be available following the insurer completion of payment processing.

The Committee **noted** the conditions from the insurer for 2026-2027 renewal including cladding works, lift works and leak remediation identified in the next Constructive IQ workflow.

The Committee **agreed** that further discussion will be held to include in the sinking fund plan, appropriate budget for the electrification strategy with the hot water system as a priority infrastructure item. This proposal will be put forward at the AGM.

Electrification sub-Committee

The Executive Committee **agreed** that Viridian would participate in the ANU Centre for Energy Systems research project on apartment electrification and decarbonization. Mr Spackman is appointed the contact for Viridian.

Cladding Replacement Project

The Committee **noted** that cladding removal works is nearing completion at Block A and removal works have commenced at Block H. No removal works are scheduled where there is forecast rain. The scaffold at Block A will be removed following confirmation that the cladding is watertight for relocation to Block B.

Lift Replacement Project

The Committee **noted** that Schindler have completed the Block C lift and the lift is now in service for residents.

The Committee **noted** that Strata have held discussions on the learnings from Block C with Schindler to avoid delays from the now known issues experienced in the Block C lift installation.

The schedule of remaining lift replacement dates will be revised and published to Owners, Residents and Property Managers once confirmed by Schindler.

Leaks Remediation

The Committee **noted** that investigative works to the Dawes St rock garden continue. This investigation has extended to the adjacent internal courtyard and individual Unit courtyards.

The Committee **noted** that the basement steel structural rust and paint repairs have commenced.

The Committee **noted** that the works to Block B, including Units 100 and 101 are priority to meet the 2026-2027 insurance renewal conditions.

Building Manager's Report

The Committee **noted** the HWS outages affecting the building have been addressed and are being monitored. This has included the replacement of perished connection hoses with copper water lines.

The Committee **noted** that the Dawes St driveway lights and sensor, and the waste room light have been identified as requiring replacement. This is being scheduled with electricians for works.

The Committee **noted** the reported leaks with recent rains and further investigation continues by the Building Manager to determine the water source in conjunction with the current roof and gutter works.

The Committee **noted** that there are areas of potential trip hazards emerging around the complex. The Committee will investigate and define priority areas for repair. The Committee noted that previous quotes for repairs were considerable and not a reasonable financial expense within the current scope of available funds.

The Committee **noted** that there are areas of the perimeter block walls requiring inspection and repair for cracking render, paint and blockwork. These works will be quoted and considered for scheduling with warmer weather for early 2026 works.

General Business

The Committee **noted** that the Gardening contract be reviewed to consider the scope of works required with increased growth and the period of gardeners attendance on site.

The Committee **agreed** to accept quote from MOLTUS Construction to rebuild the Courtyard wall – Cnr Printers Way and Eyre St – Unit 138 - to repair the structural movement.

The Committee **approved** the replacement of the Unit 31 air conditioning unit, to be located in existing balcony location.

Next Meeting

7 July 2025

4:30pm

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 5 May 2025 at 4:30pm.

Attendees:
Executive Committee: Bob Donaldson, Ann Martin, Geoff Spackman, Claire Read
Apologies: Sandra Hannan, Nadia Razzaq, Mark Terracini, Shannon Robinson,
Grady Strata & Facilities: Andrew Rose (Strata Manager)

Minutes

The Committee **confirmed** the minutes of the 7 April 2025 meeting.

Financial Reports

The Committee **noted** the Financial Reports for the year to date.

The Committee **noted** that debt collection action continues on all aged arrears and recovery for the significant amount owed by long-term debtors.

The Committee **noted** that the Building Insurance expires 5 June 2025. Strata Manager has responded to BAC Brokers with updated building information for insurers to consider for renewal. Strata Manager has pursued the broker for the new policy proposals. These are usually issued 3-4 weeks prior to the current policy expiry.

Electrical Infrastructure & Sustainability Sub-Committee

The Committee **noted** Owners' feedback on the S4B report and summary provided by the Sub-Committee to transition from gas to electrical energy and thanked those owners who have shown interest in the report.

The Committee **noted** that it may be useful to ascertain how many owners have converted their gas cooktops to electrical cooktops at this stage.

The Committee **agreed** to prepare a proposal to be put to owners at the AGM to begin accruing funds for the electrification of the Viridian. While the timing of some components outlined in the S4B Report are a long way off, the Committee agreed that the Owners Corporation should consider including this in the Sinking Fund Plan as early as possible. This will spread the costs over a longer period and avoid the need for large increases to levies in the future.

Cladding Replacement Project

The Committee **noted** that cladding removal works has commenced at Block A and preliminary works at Block H.

The Committee **noted** the issues identified with the gutter replacements to assure that all gutters flow to rain heads. Discussions have been held with IQon to determine suitable installation points for gutter over flows to be installed to Block H and Block C penthouse roof tops to make these gutters compliant and manage the water volume of significant rainfall events. This is yet to be designed and quoted for installation.

The Committee **noted** that cladding loan interest repayments have commenced as works progress and drawdowns against the loan have been completed.

Lift Replacement Project

The Committee **noted** that Schindler works continue at the Block C lift.

The Committee **noted** that the works have been delayed due to:

- late delivery of components held in Customs
- the original construction of the lift shaft impeding safe lift travel limits requiring minor re-design of the lift cart, and
- the original construction of the lift shaft and secure fixing of the lift structure within the shaft.

These have been resolved, in consultation with engineers, for the installation to progress to completion. The Block C lift is now scheduled to return to service from 21 May 2025.

The Committee **noted** the lift costs variation to resolve these latent building conditions for Block C.

The schedule of remaining lift replacement dates has been revised. These changes will be advised to Owners, Residents and Property Managers.

Leaks Remediation

The Committee **noted** that investigative works to the Dawes St rock garden have commenced. This structure is currently under review with recent rainfalls and waterproofing assessment.

The Committee **noted** that Constructive IQ have commenced obtaining quotes for the works to Block B, Units 100 and 101.

Building Manager's Report

The Committee **noted** the HWS outages affecting 4 of the 8 HWS units for the building. The repairs to both the Eyre St and Dawes St systems were completed on 2 May.

Strata Manager advised that the upgrade of the HWS to heating units with greater service support was considered, though identified as cost prohibitive at this time in order to get services operating to increased capacity for residents. A future upgrade of services will be subject to consideration with planning for electric conversion.

Building Manager is continuing to investigate with the plumbers, issues with the water quality entering the HWS unit filters that may be result of the perishing of pipes delivering water to the units, resulting in reduced HWS capacity.

Strata Manager's Report

The Committee **noted** that the Special Hazard Report update remains with Vortex Fire for finalisation of additional elements and discussion on recommendations. Difficulties with Vortex responding to approaches has been noted for Viridian and other external entities to the OC.

The Committee **noted** that Grady Strata are commencing review of all access devices to address the number of devices that are registered to the system and not in use. This will be used to inform the upgrade to the access control system. All units will be in scope to capture the devices held by Owners and Property Managers and associated parties.

General Business

Pet application

Unit 68 – Pet application for dog - **Approved**

The Committee **noted** that the Viridian Newsletter is a useful tool for Viridian community messages. The EC Minutes and other official documents need to be retained as the statements of discussion and decision for the OC. The Newsletter will be maintained and the EC welcomes contributions from Owners.

The Committee noted that several contracts are due to come for review – these include Gardening and Cleaning.

The Committee noted that the Courtyard wall – Cnr Printers Way and Eyre St – Unit 138 – is showing signs of damage from structural movement. This has been noted as emerging for a long period and likely from the site settling post original development works. Strata Manager will inspect and obtain quote for repairs.

Next Meeting

5 June 2025

4:30pm

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 7 April 2025 at 4:30pm.

Attendees:
Executive Committee: Bob Donaldson, Sandra Hannan, Ann Martin, Geoff Spackman, Claire Read
Apologies: Nadia Razzaq, Mark Terracini, Shannon Robinson
Grady Strata & Facilities: Andrew Rose (Strata Manager)

Minutes

The Committee **confirmed** the minutes of the 3 March 2025 meeting.

Election of Office Bearers

The Committee **accepted** the resignation as Chair from Mr Bob Donaldson

The Committee **accepted** the resignation as Secretary from Ms Sandra Hannan

Both Mr Donaldson and Ms Hannan will continue as EC members

The Committee **agreed** that Ms Ann Martin be appointed Chair

The Committee **agreed** that Mr Bob Donaldson be appointed Treasurer

The Committee **agreed** that Ms Claire Read be appointed Secretary

Financial Reports

The Committee **noted** the Financial Reports for the year to date.

The Committee **noted** that debt collection action has commenced on the aged arrears and update on recovery processes for the significant amount owed by each long-term debtor.

Cladding Replacement Project

The Committee **noted** that communication to residents had been issued for the cladding scaffold establishment works and disconnection of balcony services to Block A, Units 133-135.

The Committee noted the Town Hall and attendance of residents to be presented the works and schedule.

The Committee **noted** that dispensation for the storage of balcony items in foyer floor areas or basement car parks has been provided for Units 133-135. This temporary arrangement will be offered to each affected penthouse resident as the cladding works progress around Blocks to avoid storage of items in foyers and blocking of lift and fire stair access.

The Committee **noted** that the first drawdown against the Lannock loan has been lodged. Loan interest repayments will commence monthly as works progress.

The Committee **noted** that the colours of the parapet capping, parapet wall flashings and identified flammable cladding for replacement will be consistent with existing colour schema as a like for like with change only due to the dis-colouration due to the materials age.

Lift Replacement Project

The Committee **noted** that Schindler works continue at the Block C lift. The old structure and lift cart has been removed and the new structure is in place with work continuing on the new lift cart build and project remains on schedule.

Leaks Remediation

The Committee **noted** that works to Unit 60 balcony and adjoining rock gardens is now complete and confirmed as watertight. Constructive IQ have conducted inspection of works and the EC will conduct a final inspection.

The Committee **noted** that final internal works for damaged plaster finishes, paint and electrical fitting repairs to Unit 56 are underway to return the unit to a habitable state.

The Committee **agreed** that costs for damaged carpet and blinds to refurbish the unit as result of the un-repaired water ingress and damages is OC responsibility. This is a one-off and final cost of completion in comparison to potential owner initiated legal outcomes.

The Committee **noted** that the basement corrosion affected areas will be cleaned and painted to protect the existing structure. Start date for these works is to be advised.

The Committee **noted** that the earth and rock contents of the rock garden above the Dawes Street entrance will be removed, with the waterproofing repaired to remediate water ingress to the basement and damages to the now repaired steel structure. Start date for these works is to be advised.

The Committee **noted** that Constructive IQ will commence obtaining quotes for the works to Block B, Units 100 and 101. This workflow will be conducted in combination with engagement for the cladding waterproofing works to the Penthouse balconies of Block B.

The Committee **noted** that warranties for the rock garden roof areas were raised at the Town Hall. It was identified in research of previous OC documentation that the warranties provided note the joint between horizontal and vertical surfaces that is beneath the cladding were not in scope pending the cladding program of works. The cladding replacement will require suitable waterproofing design, product and completion of these joints, to warrant the flammable cladding replacement works.

Electrical Infrastructure & Sustainability Sub-Committee

The Sub-Committee presented the S4B Report, *Viridian Apartments - Electrification Master Planning, 7 March 2025* and their previously circulated Summary. The Report sets out the Viridian's capacity to transition to electrification. Key points from the Report that the Sub-committee drew to the EC's attention were:

> *"The existing electrical supply from the Evoenergy substation is insufficient to support the proposed electrical works[1]."*
>
> *"There is approximately 27kVA capacity available to start upgrading cooktops within apartments before the substation upgrade is completed. This would be sufficient for approximately 30% of the cooktops."*
>
> *" We recommend that an application for supply upgrade is made to Evoenergy as a priority. Evoenergy currently charge $10,469.80+GST for the initial advice and concept design."*

[1] Electrification of cooktops, the current gas hot water system at the end of its service life, and providing the opportunity for EV charging onsite for all owners.

The Committee **did not agree** to this recommendation to make an application, and will discuss it at a later date.

The Committee **noted** the Report and **agreed** that it will be used to guide informed decision-making in the best interests of the Owners Corporation (OC).

The Committee also **agreed** that Grady should circulate the Report to owners.

Though not part of the report, solar and battery installations were also discussed as additional considerations.

Building Manager's Report

The Committee **noted** the identified garden irrigation leaks at basement areas are yet to be quoted for repairs.

The Committee **noted** the quotes to manage the pigeon roosting in roof spaces and waste cleaning and agreed that these works to Blocks H and C be held pending completion of parapet, cladding and gutter replacement. These works will disturb the pigeons and expose roosting areas. Quotes and areas requiring address will be reviewed again by the EC later in the year.

The Committee **noted** advice that the access control and security recording system is aged, support and maintenance is difficult to maintain, and the system is increasingly not compatible with new products. Grady Strata are investigating costs and time required for the upgrade of the existing system.

Short term solutions are available to address immediate issues. Grady Strata are continuing to discuss options for the EC to consider with the security access control provider, to align with an overall security and access strategy and allow for the future expansion of the security system.

Strata Manager's Report

The Committee **noted** that the Special Hazard Report update remains with Vortex Fire for finalisation of additional elements and discussion on recommendations.

The Committee **noted** that response had been received from the broker in respect to claims against previous roof works completed for hail damages. The insurance assessor and project principal noted that areas raised as defective were outside the scope of the original works and other trades or individuals had since been engaged by Viriidan OC to work on these areas. These later works resulting in damages after insurance works, against the recorded dilapidation notes at the completion of insurance works.
The Committee **noted** that Personal Emergency Evacuation Plans are available for residents to complete. This information supports emergency services attendance in the event of emergency to establish residents requiring assistance.

The Committee **agreed** that Grady Strata will issue the PEEP form to all residents and collate responses for emergency services.

The Committee **noted** that Grady Strata have recently completed audit of building access with ACT Fire & Rescue in the event of emergency.

General Business

The Committee **noted** that the following applications had been considered up to and since the last EC meeting:

Unit 23 – Installation of A/C condenser on common property roof area outside the existing A/C structure. **NOT Approved**

Unit 110 – Replacement of two single pane windows and one sliding door glass, including fixed panels, with double glazed window panes. **Approved**

Unit 147 – Replacement of four single pane windows and two sliding door glass, including fixed panels, with double glazed window panes. **Approved**

The Committee **noted** concerns raised from owners for the single approved use of common property power.

The Committee **noted** that there are currently divergent views among EC members and owners with respect to this approval under the current Viridian rules.

The Committee will continue to discuss the potential directions for common power use with the EC advocates to present the perspective of varying owner's views. Issues will be considered at the EC to establish a suitable and appropriate policy position for owners.

The Committee **agreed** that applications for common power must continue to be made by owners to the EC for approval consistent with the current Viridian rules.

The Committee will provide policy for applications for an "intermittent or casual" power use and a rules proposal for owners to consider at a future owners meeting.

Next Meeting

5 May 2025

4:30pm

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 3 March 2025 at 4:30pm.

Attendees:
Executive Committee: Bob Donaldson (Chair), Sandra Hannan (Secretary), Ann Martin, Geoff Spackman, Claire Read
Apologies: Nadia Razzaq
Grady Strata & Facilities: Andrew Rose (Strata Manager), Mark Terracini

Minutes

The Committee **confirmed** the minutes of the 3 February 2025 meeting.

Election of Office Bearers

The Committee **noted** that Bob Donaldson (Chair), would continue as acting Treasurer.

Financial Reports

The Committee **noted** the Financial Reports for the year to date.

The Committee **noted** that debt collection action has commenced on the aged arrears.

Cladding Replacement Project

The Committee **noted** IQon request for a Town Hall meeting to be scheduled.

The Committee **agreed** that the Town Hall meeting is best held in person, with observers by video conference, at an offsite venue to avoid weather issues. The proposed meeting date is 18 March. Cladding works will continue as scheduled prior to this meeting to avoid unnecessary delays.

The Committee **noted** that project co-ordination meetings are held weekly with DOWSE, IQon, Grady Strata and EC representatives.

The Committee **noted** that communication to residents has been issued for the cladding commencement works.

The Committee **noted** that communication to residents references the scheduled works with notices placed at resident entry points to the buildings.

Lift Replacement Project

The Committee **noted** that Schindler commenced site establishment at 3 March and commenced hoarding Block C lifts.

The Committee **noted** that the temporary storage area for Schindler has been agreed with owners. The EC **agreed** a temporary single car spot be established for Unit 87 in Block C for the period of the lift works.

The Committee **noted** that communication to Block C residents in regards to fire stairs access during lift replacement has been issued to immediately effected residents. The information to test keys is included in communications placed at building entry points.

Leaks Remediation

The Committee **noted** that works to Units 60 & 56 continues, with flood testing to be conducted on 5 March, followed by replacement of the tile area, rock gardens. The balcony works is anticipated to be completed by mid-April.

The Committee **noted** that the identified urgent remediations to structural steel components at the Dawes St entry have been completed. Following the engineer's confirmation of the structural solution, and inspection of clean steel, the props have been removed. The area for remediation will be painted to protect the existing structure. Quotes have been sought for the cleaning and painting of the corroded basement steel sections as identified in the engineer's inspection.

Electrical Infrastructure & Sustainability Sub-Committee

The Committee **noted** that further site inspection and discussion on electrical infrastructure with S4B has been conducted. The Sub-Committee continues to discuss the draft report with S4B in regard to the potential future directions and Viridian's capacity to transition to electrification.

Building Manager's Report

The Committee **noted** that the handrail for 56 Eyre St entrance stairs is in manufacture with installation planned for the week commencing 10 March.

The Committee **noted** the identified garden irrigation leaks at basement areas are yet to be quoted for repairs.

The Committee **noted** that quotes to manage the pigeon nesting in roof spaces and the cleaning of the resulting waste have been received and will be considered.

The Committee **noted** advice that the access control and security recording system is aged, support and maintenance is difficult to maintain and the system is increasingly not compatible with new products. Grady Strata are investigating costs and time required for the upgrade of the existing system.

Grady Strata are continuing to discuss options for the EC to consider with the security access control provider, to align with an overall security and access strategy and allow for the future expansion of the security system.

Strata Manager's Report

The Committee **noted** that the Special Hazard Report update remains with Vortex Fire for finalisation of additional elements and discussion on recommendations.

The Committee **noted** the advice from the Insurance Broker that the review of the hailstorm claim lodged later in 2024 remains with the Insurer and Loss Assessor for decision.

General Business

The Committee **noted** that the following applications had been considered up to and since the last EC meeting:

Unit 110 – Installation of external lighting. **Approved**

Unit 121 – Air conditioning replacement. **Approved**

Unit 154 – Double glazing to three windows . **Approved**

Unit 124 – Application for use of a common property power point.

The Committee **approved** the application for the use of common property power for the purpose of charging battery powered items that are personal mobility aids as charging in Units is not practical.

The Committee agreed that applications for common power must be made by owners. The Committee will further develop policy and a rules proposal for owners to consider at a future owners meeting.

Unit 87 – Basement plumbing leak resolution

The Committee agreed that the test costs to identify the basement leak source be a 50/50 share with the Unit owner.

The meeting closed at 5.40pm

Next Meeting

7 April 2025

4:30pm

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 3 February 2025 at 4:30pm.

Attendees:
Executive Committee: Bob Donaldson, Sandra Hannan, Ann Martin, Geoff Spackman
Apologies: Nadia Razzaq, Claire Read
Grady Strata & Facilities: Andrew Rose (Strata Manager), Mark Terracini, Shannon Robinson (BM)

Minutes

The Committee **confirmed** the minutes of the 9 January 2025 meeting.

Election of Office Bearers

The Committee **noted** the resignation from the Committee of John Thorpe and thanked John for his leadership and contribution to the EC during the period of his tenure.

In the absence of a volunteer, the Committee **agreed** that Bob Donaldson (Chair), would continue as acting Treasurer for the time being.

Financial Reports

The Committee **noted** the Financial Reports for the year to date.

The Committee **noted** that debt collection action has commenced on the aged arrears.

Cladding Replacement Project

The Committee **noted** that IQon cladding works has commenced with the prototype to be installed at Block A, laneway entry wall from 7 February.

The Committee **noted** that project co-ordination meetings are held weekly with DOWSE, IQon, Grady Strata and EC representatives. The Committee agreed that Ann Martin and Geoff Spackman would be the EC representatives.

The Committee noted that the Project Coordination Group will meet monthly and agreed that Ann Martin and Geoff Spackman would represent the EC.

The Committee **agreed** that IQon site sheds be placed in the internal courtyard centre laneway and ACT Government traffic measures will be enacted on Printers Way.

The Committee **noted** that communication to residents had been issued for the cladding commencement works on 7 February.

The Committee **noted** that communication to residents will provide reference to the scheduled works as they become due and notices be placed at resident entry points to the buildings.

Lift Replacement Project

The Committee **noted** that scheduling with Schindler is under discussion pending confirmation of materials and delivery.

The Committee **noted** that storage areas for Schindler will be determined for lift materials once the schedule is finalised and communicated to owners.

The Committee **noted** that communication to residents will provide reference to the scheduled works as they become due and notices be placed at resident entry points to the buildings.

The Committee **noted** the options in regards to some owners not having keys to the fire stairs to Blocks A, B, C, D & H. Without a key those residents will not be able to access their residential floor to get to their units during lift replacement periods.

This will be a Block by Block approach, during the lift replacement period for that Block. Grady Strata will write to owners, residents and property managers and coordinate keys.

Leaks Remediation

The Committee **noted** that works to Units 60 & 56 has commenced.

The Committee **noted** that Constructive IQ and Sellicks have completed inspection of the basement and identified urgent remediations to structural steel components at the Dawes St entry. Constructive IQ have commenced to engage trades and seek quotes for further basement works.

The Committee **noted** the priority for Unit 100 and 101 regards current water ingress issues for the continuing leak remediation program.

Building Manager's Report

The Committee **noted** that the handrail for 56 Eyre St entrance stairs is in manufacture pending installation.

The Committee **noted** the identified garden irrigation leaks at basement areas requiring quote for repair and garden works.

The Committee **agreed** that quote be obtained to manage the pigeon nesting in roof spaces and the cleaning of the resulting waste.

The Committee **noted** advice that the access control and security recording system is aged, support and maintenance is difficult to maintain and the system is increasingly not compatible with new products. Grady Strata are continuing to discuss options for the EC to consider with the security access control provider, to align with an overall security and access strategy which allows for the future update of the security system.

Strata Manager's Report

The Committee **noted** that Vortex have been requested to present and discuss the Special Hazard Report to the EC. The second part of the Report, on EVs, has not yet been provided.

The Committee **agreed** that S4B be engaged to meet on-site with the Electrical Infrastructure and Sustainability sub-committee to discuss the findings of the Electrical capacity report.

General Business

The Committee **noted** that the following applications had been considered up to and since the last EC meeting:

Unit 111 – Installation of courtyard powerpoint. **Approved**

Unit 154 – Double glazing to windows. **Pending**

Unit 163 - Use of a common property power point. **Not approved**

The Committee **noted** that the owner of Unit 163 was advised to cease charging their electric vehicle (EV) in the garage as they had not sought the approval that is required by the Viridian Rules for EV charging or for the use of a common property power point. No application has been submitted for an EV charging solution.

The Committee **noted** that the dumping of bulk waste in bin areas and the storage of materials outside of sheds is increasing despite recent bulk waste collection. The disposal of bulk waste is the responsibility of owners and the dumping of waste increases costs to owners for the disposal of these items by the OC.

The Committee **noted** that residents continue to engage with contractors on-site and are frustrating works. Contractors are engaged for specific tasks or repairs and have quoted only for those works. If an owner has issues with repairs and maintenance or contract works, they should raise them with Grady Strata.

With the increase in trades on-site over the coming months, contractors have been advised to direct all residents to Grady Strata.

Owners interventions risk delaying, adding to the cost or misdirecting these extensive and costly works which are about to commence.

Next Meeting

3 March 2025

4:30pm

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 9 January 2025 at 4:00pm and Zoom workplace.

Attendees:
Executive Committee: John Thorpe, Sandra Hannan, Bob Donaldson, Claire Read (online), Ann Martin, Geoff Spackman
Apologies: Nadia Razzaq
Grady Strata & Facilities: Andrew Rose (Strata Manager), Mark Terracini

Election of Office Bearers

The Committee **agreed** positions be filled as Bob Donaldson (Chair), John Thorpe (Treasurer) and Sandra Hannan (Secretary).

Actions from the AGM

The Committee **noted** two items from the 2024 AGM:

Insurance coverage – the current policy expires 6 June 2025 and will be reviewed around April/May period with the insurance broker.

Contract engagement with Grady Strata and Facilities – the AGM agreed to the re-appointment as strata and facilities management, noting that current contract expires 31 October 2025. New contract terms will be discussed closer to the expiry date.

Financial Reports

The Committee **noted** that first quarter levies have been issued following the AGM.

The Committee **noted** that debt collection has commenced for the identified aged debts outstanding.

Building Manager's Report

The Committee **noted** that exterior courtyard lighting and Wentworth Ave exterior building lights have been repaired.

The handrail quote for 56 Eyre St entrance stairs remains outstanding.

The Committee **noted** that there are a number of ground floor shower leaks evident and Grady Strata are engaged with those owners directly for repairs.

The Committee **noted** that garden irrigation leaks at the Basement 3, Northern boundary have been repaired.

Leaks Remediation

The Committee **noted** that Grady Strata have been in direct contact with those affected Unit owners for the installation of scaffolding for works to commence on Units 60 & 56 from 13 January 2025 for balcony leak remediation.

The Committee **noted** that site inspection of Units 60 & 56 is scheduled 13 January 2025 with all trades to assure the scope of works for balcony leak remediation.

The Committee **noted** that Constructive IQ, Sellicks have undertaken inspection of the basement to determine a program of works for remediations to the basement structural steel. The report of findings and proposed works has not yet been provided to the EC.

The Committee **noted** the correspondence from Unit 101 regards current water ingress issues. This will be discussed with Constructive IQ to continue the priority works for the leak remediation program.

The Committee **agreed** that meeting be scheduled with Constructive IQ to discuss remediation works in progress, program of works and basement investigations.

Cladding Replacement Project

The Committee **noted** that DOWSE Projects has engaged with IQon for the final contract preparation for cladding works to enable signing by all parties. This will include the final schedule for works to be conducted at each Block.

The Committee **noted** that IQon and contractors have commenced final measurements to establish quantities and prepare materials orders in addition to certifier appointment, site preparation and traffic management.

The Committee **noted** that final replacement cladding colours have been agreed and are as close as possible to existing colours similar and consistent to the existing cladding colour scheme for the building aesthetic.

The Committee **noted** that Cox Architects have confirmed they have no moral rights issues with the proposed cladding replacement and the update to the building façade for flammable cladding rectification.

Lift Replacement Project

The Committee **noted** that works planning and scheduling with Schindler and the lift consultant is in development with meeting intended to discuss Schindler site requirements and program of works.

The Committee **noted** that storage areas for Schindler will be determined for lift materials once the schedule is finalised and communicated to owners.

The Committee **agreed** that the suggestion from owners in relation to the OC renting or purchasing a motorised stair climber is not a practical or financially viable solution for lift outage periods. The Committee **noted** the potential increased costs and risks for all users, including operators, maintenance, OC liability, obstruction to fire stairs, charging and storage.

The Committee **noted** that the EC responsibility during the period of lift works is to maintain the common property, not assist in an individual's living arrangements. The duty, via legislation, on an owners corporation is to maintain, repair and, where necessary, renew or replace the common property. There is no obligation on the OC to provide an alternate mobility or material transport solution.

Strata Manager's Report

The Committee **noted** that the Vortex draft report for the Special Hazard Report has been received and is pending EC discussion with Vortex regards the findings and recommendations.

The Committee **noted** S4B have provided draft report on electrical capacity of the Viridian to the EC and is pending discussion with S4B on potential directions for future planning of OC directions.

The Committee **noted** the commencement of new legislation for S119 Certificates with respect to Rental agreements. The responsibility for inspections to confirm S119 insulation requirements to roof top units rests with the OC and costs are not recoverable. Inspections are valid for a 5 year period once completed and only required for leased Units, not owner-occupied Units. Grady Strata will provide an estimate of potential inspection costs for the OC.

General Business

The Committee **noted** that the following applications had been considered up to and since the last EC meeting:

Unit 89 – Pet application, short term care - **Approved**

Unit 58 – Bathroom renovation - **Approved**

Unit 156 – Warranty replacement of Approved hard floor (March 2024) for materials failure - **Approved**

Unit 158 – Hard flooring – **Not approved**

The Committee **noted** owners suggestion for the removal of louvres from Blocks A & B at Printers Way. More investigation is needed of options of removal, replacement or repair of the fixed louvres, including any constraints arising from architect moral rights. Consideration must be given to building aesthetic and the comparative costs of options and approvals required by the Owners Corporation.

The EC **noted** that an instruction notice had been issued to Unit 163 for unapproved use of common property power for EV charging, a dangerous trip hazard and the obstruction of the fire door.

The Committee **did not approve** application from Unit 163 for the use of common property power for EV charging.

The Committee **noted** the successful booking and use of the shade sail area for private function and thanked the owner for their respect to other owners regards noise and the clean state of the area post function.

The Committee **agreed** to review frequency and methods of communications to owners and residents as major project works commence for 2025.

Next Meeting

6 February 2025

4:30pm

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 2839

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 3rd December 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).

o **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
3rd December 2024	Annual General Meeting Notice of Reduced Quorum - Decisions Attached

A4 Owners corporation declaration

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

THE OWNERS-UNITS PLAN NO. 2839 Common Seal

.....[*11 December 2024*]

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

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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).

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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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GENERAL MEETING
'Viridian'
45-47 WENTWORTH AVE, 51-55 DAWES ST, 54-56 PRINTERS WAY & 50-56 EYRE ST, KINGSTON
NOTICE OF REDUCED QUORUM DECISIONS

Held at Eastlake Football Club, 3 Oxley Street, Griffith, ACT on the 3rd of December 2024 at 5:30pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 4, 23, 33, 47, 48, 53, 54, 64, 68, 70, 78, 82, 88, 89, 94, 96, 100, 101, 104, 106, 109, 111, 112, 121, 122, 123, 124, 142, 143, 147, 151, 154, 155, 162, 164, 173

Proxies: Representatives for Lots:

Lot 46 - exercised by Lot 106
Lot 71 - exercised by Lot 162
Lot 81 - exercised by Lot 112
Lot 87 - exercised by Lot 162
Lot 122 - exercised by Lot owner's representative
Lot 133 exercised by Lot 112
Lot 150 - exercised by Chairperson
Lot 153 - exercised by Lot 112
Lot 161 - exercised by Lot 112 – in respect to motions from the floor only

Absentee Voting Forms: Lots 41, 56, 150, 161, 165

Grady Strata and Facilities represented by:

Michael Grady, Mark Terracini, Andrew Rose, Shannon Robinson

The meeting was called to order at 5:38pm. Chairperson Mr John Thorpe welcomed members of the Owners Corporation to the Annual General Meeting and advised all present and online, that the AGM meeting package including all meeting papers, financial documents was circulated to all owners and would be taken as read.

As the required number of OC members for a quorum were not present, the Chair presented to the meeting the building leak review in an overlay of architectural drawings to explain the scope and range of issues where water ingress has been identified. The presentation included the integration of the water ingress repairs with the cladding replacement for those affected balcony areas.

The Chair noted the lift replacement project is on schedule for a February 2025 commencement. The final schedule of dates and periods of lift outages is yet to be finalised. The Chair appreciated all residents patience and advised that as soon as the schedule is available, this will be communicate for residents to make appropriate access or alternative arrangements.

The Chair advised that consultants have been engaged:

- Structural Engineers to inspect and report on required remediation to the structural steel in the basement including corrosion and maintenance options
- Electrical Engineers to determine electrical capacity to inform the Viridian strategy for the conversion from gas to electricity or alternate power sources
- Fire Engineers for the Special Hazards Report to consider fire risks to the building.

MINUTES

ITEM 1 - MINUTES

To receive and adopt the minutes of the 2024 General Meeting.

***Motion 1**: "That the Owners Corporation adopt the 2024 General Meeting Minutes as provided."*

- ***Motion Carried By Ordinary Resolution***

FINANCIALS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2023/2024 FINANCIAL STATEMENTS

***Motion 3**: "That the Owners Corporation adopt the audit from Hardwicke's as presented and note the requirement for audit of the 2024/25 financial statements."*

- ***Motion Carried By Ordinary Resolution***

***Motion 4**: "That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2024 as presented."*

- ***Motion Carried By Ordinary Resolution***

PROPOSED ADMINISTRATIVE FUND BUDGET 2024/2025

ITEM 4 – ADMINISTRATIVE FUND BUDGET

To receive, consider and adopt the proposed general administrative budget of $1,127,604 (GST exclusive) for the 2024/2025 financial year as supplied. The Chair noted that this budget included proposed administrative fund levies of $917,604 (GST exclusive).

***Motion 5**: "That the Owners Corporation adopts an administrative budget of* $1,127,604 *(GST Exclusive) for the 2024/2025 financial year and strike levies according to unit entitlement to fall due on 1 January 2025, 1 April 2025, 1 July 2025, 1 October 2025."*

- ***Motion Carried By Ordinary Resolution***

A query was raised in regards to collections of levies arrears. Grady Strata and Facilities representatives outlined the processes for collection, ultimately leading to ACAT and other legal alternatives. It was noted that processes are underway for those arrears noted in the 2024 AGM Pack that are outstanding at 3 December 2024.

PROPOSED SINKING FUND BUDGET 2024/2025

ITEM 5 – SINKING FUND BUDGET

To adopt the forecast sinking fund levy of $1,300,694 (GST exclusive) for the 2024/2025 financial year as set out in the approved Sinking Fund Plan 2023-2033 and approve the addition of the unspent funds from 2023/2024 to the forecast expenditure in that Plan.

***Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $3,112,072.20 (GST exclusive) and a Sinking Fund levy of $1,300,694 (GST exclusive) for the 2024/2025 financial year and strike four equal levies according to unit entitlement to fall due on 1 January 2025, 1 April 2025, 1 July 2025, 1 October 2025."*

- ***Motion Carried By Ordinary Resolution***

A comment was raised in regards to the aggressive nature of the sinking fund plan and associated levies. The plan is a 10 year rolling plan that is reviewed each 5 years. Elements of the first few years are already committed for lift replacement and balcony works. The plan is "owned" by the Owners Corporation and is reviewed by the Executive Committee throughout the year and in considering future year budgets. The plan can be altered to push items into future years though some critical items require capital funds available for immediate replacement where necessary.

FUNDING OF CLADDING PROJECT

ITEM 6 - LOAN

To confirm agreement to loan contract amount for the Lannock Capital 2 Pty Ltd loan for the Viridian Cladding Replacement Project. This motion has been agreed previously by owners at the 2023 AGM. These motions reflect the loan amount for the Lannock contract.

Motion 7: *"That the Owners Corporation:*

1. *RESOLVE by Special Resolution to enter into a Participant Deed with the ACT Government prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.*
2. *RESOLVE by Special Resolution to enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the owners corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings Cladding Scheme, together with associated costs*
3. *RESOLVE to affix the owner corporation's seal to the loan contract in the presence of any of the following:*
    a. *At least two executive committee members, one of whom must be the chairperson or secretary*
4. *RESOLVE to acknowledge the following things:*
    a. *A copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;*
    b. *The maximum amount of credit available under the loan contract is $5,011,578.39;*
    c. *Members of the owners corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and*
    d. *A drawdown instruction may be signed by any of the following*
        i. *Any two members of the executive Committee*

- ***Motion Carried By Ordinary Resolution***

To discuss the proposed levies for Units Plan 2839 and repayments for the ACT Government and Lannock Capital 2 Pty Ltd loan for the Viridian Cladding Replacement Project. The total of this levy reflects the Year 1 interest only amount due on drawdowns, plus DOWSE Project fees for 1 April - 31 October 2025.

Motion 8*: "That the Owners – Units Plan 2839 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a special levy of $165,000.00 (inc. GST) to the Special Purpose Fund-Cladding Loan and strike four equal levies in accordance to their unit entitlement to fall due on 1 January 2025, 1 April 2025, 1 July 2025, 1 October 2025."*

- ***Motion Carried By Ordinary Resolution***

CLADDING PROJECT CONTRACT

ITEM 7 – CONTRACT FOR WORKS

To discuss the contract for Principal Contractor to undertake the ACP Replacement and Sundry Works – "cladding replacement" - at Units Plan 2839 following tender and recommendation of contractor by DOWSE Projects.

***Motion 9**: "That the Owners Corporation – Units Plan 2839 RESOLVE to engage IQon Pty Ltd as the Principal Contractor for the Viridian Cladding Replacement Project, in accordance with the terms of a contract to be negotiated with the Executive Committee.*

- ***Motion carried by Special Resolution***

BUILDING MAINTENANCE ITEMS

ITEM 8 – ONGOING MAINTENANCE ISSUES & CONTRACTS

Major projects was discussed in the preceding items and it was noted that the ongoing, routine building maintenance would be continuing throughout that period. No new issues were identified at the meeting.

ITEM 9 – FIRE SAFETY REVIEW

The meeting discussed ongoing provision of fire maintenance to the building and the buildings compliance with the National Construction Code's (NCC) fire safety requirements. No new issues were identified at the meeting.

ITEM 10– ONGOING DEFECTS

Major projects was discussed in the preceding items and included known outstanding or ongoing physical building structural defects.

INSURANCE

ITEM 11- INSURANCE

The meeting discussed the insurance cover held by the Owners Corporation via Chubb Insurance Australia Limited, as provided via the Certificate of Currency attached to these meeting papers. It was noted that Grady Strata do not receive commission from insurance brokers. Grady Strata and Facilities representative note that Chubb is not owned by Steadfast and Steadfast is not an agent of Chubb Insurance.

***Motion 10**: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

- ***Motion carried by Ordinary Resolution***

ITEM 12 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

To discuss any ongoing or outstanding insurance claims at Viridian.

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 13 – EXECUTIVE COMMITTEE ELECTION

Motion 11: *"That the Owners Corporation agree to create 3-7 Executive Committee Positions and appoint:*

1. Mr John Thorpe (nomination from the floor)
2. Mr Robert Donaldson (pre-meeting nomination)
3. Ms Sandra Hannan (pre-meeting nomination)
4. Ms Nadia Razzaq (pre-meeting nomination)
5. Ms Claire Read (pre-meeting nomination)
6. Ms Ann Martin (pre-meeting nomination)
7. Mr Geoff Spackman (pre-meeting nomination)

to stand as Executive Committee members until the next Annual General Meeting".

- ***Motion carried by Ordinary Resolution***

ITEM 14 – DELEGATIONS

To discuss the adequacy of any authorisations, delegations, and appointments in force.
No changes to delegations were considered.

STRATA MANAGER - CONTRACT EXTENSION

ITEM 15 – APPOINTMENT OF GRADY STRATA & FACILITIES

To discuss the extension for one year of the current contract with Grady Strata & Facilities. As the three year contract concludes on 31 October 2025, the incoming Executive Committee would need to add a selection/review process to the workload in the coming year. This risks disrupting and distracting both the EC and the Strata Manager at what looks to be the busiest time that has faced the complex to date.

Motion 12: *"That the Owners Corporation of Units Plan 2839 RESOLVE to enter into a written management agreement for strata management services appointing Grady Strata & Facilities as follows:*

a. *Grady Strata ("Agent") be appointed as strata managing agent of Units Plan 2839 for a period of one (1) year commencing 1 November 2025.*
b. *The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and any delegations contained therein;*
c. *The delegation is to the subject to the conditions and limitations set out in the Agreement; and*
d. *The Owners Corporation authorise the Executive Committee to negotiate and execute the Agreement;*
e. *Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting".*

- ***Motion Failed***

NEW MOTIONS PROPOSED

New Motion: *"That the Owners Corporation of Units Plan 2839 RESOLVE to enter into a written management agreement for strata management services appointing Grady Strata & Facilities for a period of three (3) years commencing 1 November 2025.*

- ***Motion carried by Ordinary Resolution***

New Motion: *"That the Owners Corporation of Units Plan 2839 RESOLVE to enter into a written management agreement for strata management services appointing Grady Strata & Facilities as follows:*

a. *Grady Strata ("Agent") be appointed as strata managing agent of Units Plan 2839 for a period of three (3) years commencing 1 November 2025.*
b. *The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and any delegations contained therein;*
c. *The delegation is to the subject to the conditions and limitations set out in the Agreement; and*
d. *The Owners Corporation authorise the Executive Committee to negotiate and execute the Agreement;*
e. *Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting".*

- ***Motion carried by Ordinary Resolution***

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 7 November 2024 at 4:30pm.

Attendees:
Executive Committee: John Thorpe (Chair), Sandra Hannan (Secretary), Bob Donaldson (Treasurer)
Grady Strata & Facilities: Andrew Rose (Strata Manager), Mark Terracini

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Minutes of previous meeting

The Committee **confirmed** the minutes from the previous EC meeting held 10 October 2024.

Financial Reports

The Committee **noted** that arrears has reduced for the period since last meeting of 10 October 2024.

The Committee **agreed** the DRAFT 2024/25 Budget for final AGM package review.

The Committee **agreed** the 2024 AGM be scheduled for Tuesday, 3 December 2024.

Cladding Replacement Project

The Committee **noted** the DOWSE Projects has engaged with ACT Major Projects to confirm there are no impediments to awarding the cladding replacement contract for Viridian.

Lift Replacement Project

The Committee **noted** that works planning and scheduling with Schindler and the lift consultant is in development with meeting intended to discuss Schindler site requirements and program or works.

Leaks Remediation

The Committee **noted** that Constructive IQ has attended site to inspect Units 60, 56 in regards to obtain quotes for balcony leak remediation.

The Committee **agreed** that the Constructive IQ program include preliminary investigations and seek quotes for basement structural steel to determine a scope of works.

Strata Manager's Report

The Committee **noted** that Vortex site inspection has been completed for the Special Hazard Report.

The Committee **noted** S4B have completed site visit and reviewed building documentation to prepare draft report on electrical capacity of the Viridian.

The Committee **noted** that the EC is awaiting response from the insurers regarding addressing defects to the roof repair works conducted for the 2021 hail damage.

Building Manager's Report

The Committee **noted** that exterior courtyard lighting and Wentworth Street exterior building lights have been repaired.

Courtyard drains have been cleaned of debris and those that are potential trip hazards will be inspected with rain periods to determine suitable fixes.

The Committee **agreed** to obtain further quotes for a handrail to 56 Eyre St entrance stairs.

AGM 2024 Planning

The committee **noted** that venue for the AGM has been confirmed as 3 December 2024, 5.30pm at Eastlake Football Club. Meeting package preparations will be finalised for issue 14 days prior to the scheduled AGM. Information to be loaded onto SMATA.

General Business

The Committee **noted** that the Viridian Alterations register continues to be reviewed for completeness and accuracy.

The Committee **noted** that Unit 126 – floor breach – flooring has been replaced with carpet and breach is closed.

The Committee **approved** Unit 20 - request for bike rack installation to the tenancy entrance area.

The Committee **approved** Unit 151 – for the installation of an awning to the balcony.

The Committee **noted** that in the closing the 2024 EC period prior to the 2024 AGM, the following alterations *have been approved* during the 2023/24 year and are reflected in the UP 2839 Alterations Register. These alterations are minuted with this meeting for completeness of records and owners reference.

Unit 96 – Double glazed windows installation – Approved 27 Feb 2024

Unit 9 – Commerical Unit signage, Units 9,14,15 – Approved 7 May 2024

Unit 78 – Carpet installation – Approved 19 Apr 2024 (pre rule change @ June 2024 EGM)

Unit 9 – Slab penetrations for plumbing – Approved 19 Jun 2024

Unit 84 – Install external powerpoint – Approved 14 Aug 2024

Unit 112 - Double glazed windows installation – 30 Aug 2024

Pet approval – Unit 136 – Approved 15 Sept 2024

Next Meeting

AGM – 3 December 2024

5:30pm Eastlake Football Club

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 10 October 2024 at 12:30pm.

Attendees:
Executive Committee: John Thorpe (Chair), Sandra Hannan (Secretary), Bob Donaldson (Treasurer)
Grady Strata & Facilities: Andrew Rose (Strata Manager), Shannon Robinson (Building Manager), Mark Terracini

Minutes of previous meeting

The Committee **confirmed** the minutes from the previous EC meeting held 5 September 2024.

Financial Reports

The Committee **noted** that arrears has increased immediately following the closure of the recent levies period on 1 October 2024.

The Committee **noted** the Grady Strata & Facilities debt management processes.

The Committee **agreed** that Treasurer and Strata Manager will develop DRAFT 2024/25 Budget for discussion at next meeting.

The Committee **agreed** the 2024 AGM be scheduled for Tuesday, 3 December 2024.

Cladding Replacement Project

The Committee **noted** the DOWSE Projects report for the recommended cladding tender has been received.

The Committee **noted** the steps to preliminary engagement of the tenderer and the required ACT Cladding Loan Facility Agreement motions necessary for the AGM.

Lift Replacement Project

The Committee **noted** the contract with Schindler Lifts has been signed by Chair and Treasurer.

The Committee **noted** that works planning and scheduling with Schindler and the lift consultant will now commence to inform the development of key messages to all residents and directly to those in affected buildings for the program of works.

The Committee **noted** that their responsibility during the period of lift works is to maintain the common property, not assist in an individual's living arrangements.

Leaks Remediation

The Committee **noted** that Constructive IQ has attended site to review inclusions and confirm the final collation of recommended leak remediation program.

The Committee **agreed** that the Constructive IQ program will be based on the identified list of leaks as at 11 October 2024.

Strata Manager's Report

The Committee **noted** that Vortex preparatory work has commenced for the Special Hazard Report per the recommended in ACT Fire and Rescue's conditions of approval for the cladding replacement.

The Committee **noted** S4B have conducted site visit and reviewed building documentation in preparation for reporting on electrical capacity and requirements to electrify the building. This will include a review of the existing substation and main switchboard, calculation of anticipated maximum demand and conceptual estimation of additional maximum demand to electrify gas services.

The Committee **noted** that the EC is awaiting response from the insurers regards the address of defects to the roof repair works conducted for the 2021 hail damage.

Building Manager's Report

The Committee welcomed Shannon Robinson to The Viridian in a BM role. The Committee thanks Mr Nick McCauley as Building Manager for his work in maintaining Viridian.

The Committee **noted** the HWS issues experienced through August and September 2024 have been rectified with no temperature or outage reports in the past four weeks.

The Committee **agreed** that quote be obtained to repair trip hazards through the courtyard areas.

The Committee **agreed** that work be undertaken to replace broken tiles through the Wentworth Street commercial walkway and building E & F breezeway as priority areas.

The Committee **agreed** that exterior courtyard lighting and Wentworth Street exterior building lights be repaired.

AGM 2024 Planning

The committee **noted** that venue for the AGM has been confirmed as 3 December 2024, 5.30pm. Meeting package preparations have commenced.

General Business

The Committee **noted** that the Viridian Alterations register continues to be reviewed for completeness and accuracy.

The Committee **noted** that Grady Strata system can generate SMS messages to residents as a communication channel – within the limits of owner, resident, and tenant data accuracy.

No alteration requests received this month.

Next Meeting

Thursday 24 October 2024 at 12:30pm, Grady Strata and Facilities offices

THE VIRIDIAN – UNITS PLAN 2839

45-47 Wentworth Ave, Kingston ACT 2604

EXECUTIVE COMMITTEE MEETING MINUTES

Held at Grady Strata & Facilities office, Canberra Avenue, 5 September 2024 at 4:00pm.

Attendees:
Executive Committee: John Thorpe (Chair), Sandra Hannan (Secretary), Bob Donaldson (Treasurer)
Grady Strata & Facilities: Andrew Rose (Strata Manager), Shannon Robinson (Building Manager), Mark Terracini
Apologies: Nick McCauley (BM)

Minutes of previous meeting

The Committee **confirmed** the minutes from the previous EC meeting held 1 August 2024.

Financial Reports

The Committee **noted** the Financial Reports to August 31, 2024. Grady to review allocations for end of financial year and audit preparation.

The Committee **noted** that there has been a reduction in total arrears.

The Committee **agreed** that the amount of $130,000 in the "at call" account be transferred to a six month investment account with Macquarie Bank.

Cladding Replacement Project

The Committee **noted** that tenderer site inspections have been conducted over the past three weeks.

The Committee **noted** that the RFT will close on 5 September 2024 and report will issue from Dowse for the recommended tenderer. Preferred tenderer and contracting will be included in 2024 AGM discussions.

The Committee **noted** that the ACT Concessional Loan agreement has been signed with ACT Cladding/Lannock Strata lending - no drawdown has yet been made.

Lift Replacement Project

In the interests of speed, the Committee had agreed out of session for the lift project consultant to conclude negotiations with the recommended tenderer Comments was made on the draft program provided by the preferred tenderer regarding timing of lift works to minimise disruption over the major Christmas holiday break

Based on tenderer advice regarding the cost of lift screens the Committee decided to not include such screens in the lift project. An option to provide information screens at ground floor level is to be investigated separately from the lift replacement project.

The Committee **agreed** that a fire stair key review be conducted prior to each building's lift works commencing to ensure residents have access to their floor from the fire stairs. Grady Strata will manage the review and the ordering of keys for residents. New keys will be at resident cost as per current arrangements.

The Committee **noted** that a review of vulnerable persons is useful for emergency responses and required should residents require emergency assistance during periods of lift outage during replacement works.

Grady Strata will communicate with owners/residents to identify residents who in an emergency may require assistance and to confirm safe locations in the building to await emergency response. This list will be stored with the FIP for emergency services.

The Committee **noted** that their responsibility during the period of lift works is to maintain the common property, not assist in an individual's living arrangements.

Leaks Remediation

The Committee **noted** that Constructive IQ has been provided data at 4 September on reported leaks and the results of Peaks' investigations. Constructive IQ is preparing a leak remediation program which will try to dovetail with cladding replacement.

The Committee **noted** that Peak have given the final approval for Reliance Building to complete works on Unit 77. Building flashing and capping will be replaced week commencing 9 Sept and scaffold removed following completion.

Strata Manager's Report

The Committee **noted** that the response to the building insurer's enquiries in relation to EV charging stations has been submitted to the insurer. completed.

The Committee **agreed** Vortex be engaged to prepare a Special Hazard Report as was recommended in ACT Fire and Rescue's conditions of approval for the cladding replacement.

The Committee **agreed** to engage S4B to prepare an electrical capacity report to advise on the requirements to electrify the building. This will include a review of the existing substation and main switchboard, calculation of anticipated maximum demand and conceptual estimation of additional maximum demand to electrify the gas services that currently exist.

The committee **noted** that an overall emergency response is an important element of multi-unit complex living. The Committee **agreed** that fire training and drill for those buildings (E & F block) containing commercial tenancies is necessary for public safety. The building manager will arrange program with fire systems annual testing due in October.

The Committee **agreed** that quote be obtained for the repair or replacement of the inoperable shutters on Blocks A and B – Printers Way.

The Committee **agreed** that quote be sought from Besselink as recent provider for the painting and render repair of street facing walls on Printer's way per the proposed 23/24 sinking fund budget.

The Committee **agreed** that infringement notice be issued to Unit 31 for water leak repairs.

The Committee **approved** (Mr Donaldson abstaining due to conflict of interest) for the installation of double glazed windows to Unit 112. Mr Donaldson offered unit access during the installation as an opportunity to inspect the shutter mechanism while trades have access to the wall area.

Building Manager's Report

The Committee welcomed Shannon Robinson to The Viridian in a BM role.

The committee **noted** that an attempt had been made to force access Block C security doors and repairs were made immediately by Building Manager.

The Committee **noted** the HWS temperature drop experienced in one block and reported on 2 September. This was rectified quickly. The current sinking fund plan is modelled on one HWS heater being replaced each year though they are unlikely to fail simultaneously. The HWS storage tanks have a longer life and could be reused in a gas to electric switch.

The Committee **accepted** the quote for arborist -Gold Leaf Tree Service - to trim the courtyard trees including removal of dead branches.

The Committee **did not agree** to proposal to re-key the fire stairs for reasons of cost (see previous decision on the lift replacement project)

The Committee noted that scheduled testing is due:

Height safety systems – annual test – September 2024
Fire services – six monthly – October 2024
Lift service – quarterly – October 2024
Roller doors – Quarterly – October 2024

AGM 2024 Planning

The committee **noted** that venue for the AGM date of 3 December 2024 has been booked and that preparations for the EOFY financial statements and audit are underway.

General Business

The Committee **agreed** that the Viridian Alterations register be reviewed for completeness and accuracy including ACAT decisions and other directions. The Committee will conduct this review against the EC minuted history of Viridian Committee approvals.

The Committee **noted** with alterations approvals for air conditioning replacements that deprecated air conditioning units must be removed by owners with the replacement of those units – at the time of replacement. There should be no non-serviceable or waste units retained on the roof areas.

The Committee **noted** that the desirability of improving the Owners Corporation Rules to address gaps and remove superfluous matter. The Committee will consider options and prepare proposed changes for legal review before presenting to an AGM.

The Committee **agreed** that SMATA is the repository for all official documentation for The Viridian. This includes newsletters and notices sent to all owners.

The Committee asked Grady Strata to advise on the ability of its systems to generate SMS messages to residents, bearing in mind the need for communications during emergencies and looming major projects

The Committee **noted** the The Viridian website is an OC owned and operated site that references Owners Corporation and links to UTMA. The Committee **agreed** to review the use of the website as a communications tool for owners, residents and tenants outside of SMATA.

The Committee **agreed** the next newsletter will include a reminder residents of their obligations for pet applications and the movement of pets around the complex

The Committee **agreed** to write to the ACT Government suggesting on-street parking spaces around Viridian as a site for government installation of streetlight mounted EV charging similar to that now available for public use on Eastlake Parade.

Next Meeting

Thursday 10 October 2024 at 12:30pm, Grady Strata and Facilities offices

Viridian

THE OWNERS – UNITS PLAN 2839

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on Thursday 1 August 2024 at 4:00PM at Grady Strata Offices

PRESENT:
EXECUTIVE COMMITTEE (EC): R. Donaldson, S. Hannan, J. Thorpe

GRADY STRATA AND FACILITIES: Patrick Gills (Strata Manager), Nick McCauley (Building Manager), Andrew Rose (Strata Manager)

1. Minutes from previous meetings

1. The Committee **confirmed** the minutes from the previous EC meeting held on the 2nd of July 2024.

2. Financial Reports (Treasurer, Grady)

2.1 The Committee **noted** the Financial Reports to July 28, 2024. The treasurer noted changes required to reflect the new Sinking Fund Plan. **Action:** Grady Strata to amend financials.

3. Cladding Replacement Project - RFT for Builder

3.1 The Committee sought an update on the RFT and the Strata Manager advised it has been issued as of 30/07/2024, with a site inspection for tenderers on 08/08/2024.

4. Balcony Remediation

4.1 The EC noted the receipt of proposals from potential project managers. **Action:** EC to meet with project managers to discuss methodology and award the contract from there.

5. Lift Replacement Project

5.1 The Strata Manger informed the committee that the project had gone to tender, with results expected on 07/08/2024.

6. Strata Manager's Report

6.1 The EC **noted** the building insurer's request for details of EV charging stations at the Viridian. Grady wrote to relevant owners requesting this information, in addition to a copy of the approval of the current EV charger, as this information should have been available for Grady to provide to the insurer and was not. The owners failed to provide the information, instead sought a copy of the insurer's request. The EC expressed concern about the risk to insurance coverage caused by the delay. A**ction:** EC requested that Grady send another letter as soon as possible with a copy of the Insurer's request. The EC requested that Grady instruct the Owners not to use the EV charger until it is confirmed that it is approved and compliant.

6.2 The Rules approved at the GM on 6/06/24 have been registered. **Action:** Grady to upload the 6 June 2024 Rules to SMATA.

6.3 The committee noted the need to update Viridian's SMATA Homepage. **Action:** Grady to update the Viridian's Home page and remove out of date information.

7. Building Manager's Report

7.1 The Committee **noted** the Building Manager's advice on maintenance items provided by Grady Strata.

7.2 The committee **noted** the pigeon ingress location in block H has been sealed with mesh, with upcoming box gutter remediation set to provide a permanent fix.

8. AGM 2024 Planning

8.1 The committee agreed on an AGM date of 3 December 2024, with Grady authorised to book facilities. **Action**: Grady to begin preparations for the AGM, including venue booking and yearly financial audits.

9. General Business

9.1 The committee **approved** the signage proposal for F block commercial tenancy.

9.2 The Committee **noted** the completion of repairs to the trip hazard on the central courtyard.

9.3 The EC **approved** continued replacements of non-functioning courtyard lights.

9.4 The EC **agreed** to undertake a formal review of the rules with the assistance of Strata lawyers to ensure enforceability. **Action:** Grady Strata to facilitate.

9.5 The EC **discussed** activities undertaken since the last EC Meeting on an electrical capacity audit to help facilitate the large-scale replacement of current gas infrastructure (cooktops and hot water system) with electric, as well as future EV charger installation. **Action**: Grady to seek quotes.

9.6 The EC was appreciative of the interest shown by some owners in joining the committee. The EC decided not to add members to the committee prior to the AGM.

9.7 The committee **noted** the upcoming departure of Strata Manager Patrick Gills, and welcomed his successor, Andrew Rose. The EC is very grateful to Patrick for his part in progressing a number of large, complex projects, as well as managing the myriad of day-to-day issues that arise around the Viridian.

9.8 Next Meeting – 5th September 2024 at 4pm.

Meeting Closed: 5:54pm

Viridian

THE OWNERS – UNITS PLAN 2839

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on Tuesday 2 July 2024 at 4:00PM at Grady Strata Offices and via Zoom

PRESENT:
EXECUTIVE COMMITTEE (EC): R. Donaldson, S. Hannan, J. Thorpe

GRADY STRATA AND FACILITIES: Patrick Gills (Strata Manager), Nick McCauley (Building Manager)

1. Minutes from previous meetings

1.1 The Committee **confirmed** the minutes from the previous EC meeting held on the 31st of May 2024.

1.2 The Committee **confirmed** the minutes from the General Meeting held on 6 June 2024 and noted that Reduced Quorum Decisions were distributed 12/06/24.

2. Financial Reports (Treasurer, Grady)

2.1 The Committee noted the Financial Reports to June 30, 2024.

Action: Grady to review entries for expenditure on balcony repairs in the Admin & Sinking Funds.

3. Action arising from General Meeting on 6 June 2024 (Grady)

3.1 Notice to Owners re Sinking Fund Contributions due 30 July - Grady advised that notices sent on 1 July advising that the payments are due 1 August were sent before owners' payments had been processed by their financial institutions. This led to incorrect statements about them being in arrears.

3.2 The failure of the EC's motion to correct errors in Rule 3.2(4) re EV charging was discussed. The Committee agreed that additional work is now required as it appears unenforceable, and plans to then meet with Mr Curry to clarify.

4. Cladding Replacement Project - RFT for Builder

4.1 The Committee sought an update on the Vortex Report and the Strata Manager advised it has been competed.

Action: Grady to provide a copy to the EC and seek advice from Dowse when the Tender goes out.

5. Strata Manager's Report

5.1 The Committee **noted** the completion of tender documents for the lift replacement project.

5.2 The Committee **approved** the Maritex quote of $18,480 for courtyard light replacement.

5.3 The Committee **agreed** to seek quotes for a superintendent to facilitate ongoing balcony repair work.

Action: Grady Strata to seek quotes.

6. Building Manager's Report

6.1 The Committee **noted** the Building Manager's advice on maintenance items provided by Grady Strata.

6.2 The committee **noted** the ongoing delays with balcony remediation works. The works are due for completion at the end of July.

6.3 The committee **agreed** to seek quotes to increase pigeon netting for potential inclusion in future budgets.

7. AGM 2024 Planning

7.1 The Committee requested that Grady make arrangements for the AGM to take place as early as possible, ie before mid-December. Action: Grady to engage auditor to commence the required Audit of Financial Statements immediately after the close of the f/year on 31/10/24. Action: Grady to propose AGM date to the EC based on the expected date for the Audit and availability of a suitable venue, in consultation with the Treasurer.

Action: EC to agree on date of AGM and authorise Grady to book facilities. EC and Grady to agree to timetable for preparation of financial statements & 2025 Budget.

8. General Business

8.1 The committee **noted** that an owner raised external window shutters at the GM and previous AGM.

Action: Grady to seek a quote for repairs to determine feasibility for inclusion in future budgets, including for repairs over multiple years.

8.2 The Committee **agreed** to undertake an energy audit to determine implications of large-scale replacement of gas cooktops and the hot water system as the ACT moves to electrification.

Action: The EV & Sustainability Sub-committee to report back on progress.

8.3 The EC **agreed** to circulate to owners a letter received from Trinity Law on the closure of a long term legal matter.

Action: Grady to upload the letter on SMATA for the information of owners.

8.4 Chair John Thorpe is taking the lead on updating the Viridian Rules for greater clarity. The Committee **discussed** the best way to achieve this.

8.5 It was **agreed** with the Strata Manager that Grady would prepare draft Minutes of EC Meetings due to the Secretary's work demands and the required deadlines for distribution.

8.6 The Committee queried why scaffolding is still up on the inner courtyard near the Blocks B & C fern garden. The Strata Manager advised that there have been difficulties with access.

Action: Grady to advise the Committee regarding costs associated with the delay.

8.7 Next Meeting - 1st August 2024 at 4pm.

Meeting Closed: 5:55pm

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 2839

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 6th June 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).

o **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
6th June 2023	General Meeting Notice of Reduced Quorum Decisions Attached

A4 Owners corporation declaration

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

THE OWNERS-UNITS PLAN No: 2839 Common Seal

.....[*12th June 2024*]

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

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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).

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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).

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

UNITS PLAN 2839 – VIRIDIAN
45 WENTWORTH AVE, KINGSTON
6 JUNE 2024 GENERAL MEETING - MINUTES

Held at Eastlake Football Club on the 6th of June 2024 at 5:30pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: 46, 48, 58, 68, 78, 79, 82, 88, 89, 94, 101, 106, 109, 111, 112, 121, 124, 135, 139, 154, 155, 165

Proxies: Representatives for Lots: 67, 130

Absentee Voting Forms: 2, 8, 9, 14, 15, 23, 44, 64, 56, 70, 96, 104, 110, 117, 129, 132, 133, 144, 147, 150, 151

Grady Strata and Facilities were represented by Mr M. Grady, Mr M. Terracini and Mr P. Gills.

The Chair called the meeting to order at 5:30pm. Chairperson Mr Robert Donaldson welcomed members of the Owners Corporation to the General Meeting. The Chair introduced fellow Executive Committee member Sandra Hannan, and offered apologies for EC member John Thorpe. The Chair introduced Mr Michael Grady, Mr Mark Terracini, and Mr Patrick Gills as representatives of Grady Strata. As the required number of OC members for a quorum were not present, Mr Grady utilised the time to speak on each motion and its purpose. After detailing the necessity of upcoming projects, Mr Grady then opened the floor to questions and discussion ahead of voting items.

ITEMS OF BUSINESS

MINUTES

ITEM 1 - MINUTES

To receive and adopt the minutes of the 2023 Annual General Meeting.

Motion 1: "*That the Owners Corporation adopt the 2023 Annual General Meeting Minutes as provided."*

- ***Motion Carried By Ordinary Resolution***

FINANCIALS

ITEM 2 – SINKING FUND UPDATE

To receive and adopt the Sinking Fund Plan from Wise Choice as provided with the 2024 General Meeting Package.

Motion 2: *"That the Owners Corporation adopt the 10-year Sinking Fund Maintenance Plan as drafted by Wise Choice and provided with the 2024 General Meeting Package, identified as "2024 Rev 1.3c" and dated 22/05/2024."*

- ***Motion Carried By Ordinary Resolution***

Motion 3: *"That the Owners Corporation adopts the proposed Sinking Fund expenditure budget of $2,285,787 (ex. GST) and that an additional contribution (above that approved at the 2023 AGM) of $1,178,458 (plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 2 instalments due on 30 July 2024 and 1 October 2024."*

- ***Motion Carried By Ordinary Resolution***

Note: *These contributions proposed to be raised are in addition to the current contributions already approved to be raised by the 2023 AGM. Levies for the July and October quarters will increase by the amount shown in this motion. The total contributions for each quarter are set out in"UP2839 Proposed Levy increase July & October SFP Update, including GST" as presented.*

CLADDING

ITEM 3 – Preliminary Loan Approval

Mr M Grady provided the OC with an update on the cladding project, outlining the current status of the project, a short term timeline, and cash flow analysis. Mr Grady also explained the purpose of the special purpose fund proposed in motion 5.

Motion 4: *That The Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. That the Owners Corporation enter into a Participant Deed with the ACT Government prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.

2. That the owners corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the owners corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings Cladding Scheme, together with associated costs.

3. That the owners corporation's seal be affixed to the loan contract in the presence of any of the following:
- *At least two executive committee members, one of whom must be the chairperson or secretary*
- *The Manager and one member of the executive committee; or*
- *The Manager alone.*

4. That the owners corporation acknowledges the following things:
- *(a) A copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;*
- *(b) The maximum amount of credit available under the loan contract is $110,000.00;*
- *(c) Members of the owners corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and*
- *(d) A drawdown instruction may be signed by any of the following [strike out those that do not apply]:*
  - *Any two members of the executive Committee; or*
  - *The Manager and one member of the Committee; or*
  - *The Manager alone.*

- ***Motion Carried By Special Resolution***

ITEM 4 – SPECIAL PURPOSE FUND - CLADDING LOAN

Motion 5: *"That the Owners – Units Plan 2839 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to create a Special Purpose Fund for the purposes of replacing identified flammable cladding affixed to the Common Property and Defined Parts of Units Plan 2839 including potential ancillary costs, including but not limited to, repairs to items that may be damaged or removed during the replacement process that fall under the scope of the ACT Government Loan Scheme. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution to place all loan or other funds received, and all funds expended for this purpose, within the Special Purpose Fund - Cladding Loan."*

- ***Motion Carried By Special Resolution***

GENERAL BUSINESS

ITEM 5 – RULES UPDATE

Motion 6 is intended to correct a previous rule which requires an acoustic test for all changes to floor covering in the Viridian, however this requirement was intended to apply to changes to flooring other than carpet. The proposed amendment makes it clear that an acoustic test is not required where the replacement flooring is to be wall to wall carpet on an underlay. Acoustic studies have shown that carpet on underlay will meet the Viridian's acoustic performance standards and the need for such a test is unnecessary. Related amendments are also needed to Appendix A.

Motion 6*: "That the Owners Corporation RESOLVES by Special Resolution, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented:*

Rule 1.4 Erections and alterations
Floor covering
Existing sub-rule (11) to be replaced with:
"(11) Owners who are considering replacing floor coverings ***with other than wall to wall carpet on an underlay*** *are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the owner's unit, e.g. the combined hardwood/vinyl and acoustic underlay, any additional buildup of the concrete slab, wall and/or ceiling insulation, etc will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area."*

Appendix A - Guidelines for Erections & Alterations
Hard flooring, including wood and tiles
Existing clause (6) to be replaced with:
"(6) Applications for the EC's permission to replace floor coverings are required to provide an acoustic test report (Rule 1.4(11)). ***This acoustic test requirement does not apply where***

***the flooring change is to install wall to wall carpet on an underlay**. The application must also include:*

(a) A statement describing the method of laying, fixed or floating, for building insurance purposes;

(b) Confirmation that the flooring will be installed in accordance with the manufacturer's instructions;

(c) Written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary."

- ***Motion Carried By Special Resolution***

Motion 7 is intended to address areas of conflict with Rule 3.2 which was passed by the 2023 AGM, mainly that the Rule conflicts with Fire Safety Guidelines (FSG-22) as presented in the circulated papers. The proposed amendment sought to address this and other errors and also proposed that the Owners Corporation's approach be consistent with the ACT Government's Framework for EV charging in existing strata buildings. The Chair invited Mr. W. Curry to speak against the forthcoming motion at his request. M. Gardiner also requested to speak against the motion. Mr Curry handed out a pre-prepared document to those present at the meeting however the EC had not received a copy and was unable to read or respond adequately to the many claims it contained.

Motion 7: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented:*

*Rescind sub-rule (4) of **Rule 3.2 Common services - hot water, free to air TV, Foxtel**; and*

*Add sub-rule (7) to **Rule 2.3 Common property - other matters***

*"(7) **Electric Vehicles (EV) and EV charging***

(a) No individual electrical connections are permitted for the purpose of EV charging.

(b) Charging battery-operated devices, including but not limited to e-scooters, e-bikes, power tools are prohibited in the interior common areas, eg in foyers, hallways and stairwells.

(c) Charging arrangements that were approved at the time this Rule takes effect continue under the terms of that approval until the complex is EV-ready, ie a charging solution is approved for the whole Owners Corporation. Any change of Electric Vehicle or EV chargers or connections require a new application."

- ***Motion Failed***

ITEM 7 – ONGOING MAINTENANCE ISSUES & CONTRACTS

Concerns were raised over lighting issues throughout the complex. The OC was informed that quotes have been obtained for a significant portion of the faulty lights, and that the EC are currently discussing the best path forward. Building manager Nick McCauley is to undertake a lighting audit.

ITEM 8 – INSURANCE

The OC was informed of the pending insurance renewal, noting cost increases of 25. This is notably less than the expected increase of 30%.

ITEM 9 – GENERAL BUSINESS

Other items that were raised:

(a) Parking issues on Wentworth Avenue - noted
(b) Responsibility for sweeping up leaves in garages - Grady to investigate with EC
(c) Request to be made that owners and residents tidy up their car spaces/sheds in garages
(d) Grady's described unsuccessful efforts to arrange another hard rubbish collection through the ACT Govt. The EC noted that this can be arranged any interested owner/s but no-one volunteered.
(e) One owner criticised Grady's services and Michael Grady invited him to raise concerns with him directly.

Meeting Closed at 7:39pm

EXECUTIVE COMMITTEE MEETING Agenda

UNITS PLAN NO. 2839 - 'Viridian'
45 WENTWORTH AVENUE, KINGSTON

Date/Time **31 May** 2024 at **4:00pm**
Venue Grady Strata and Facilities
65 Canberra Ave, GRIFFITH, ACT

Attendees:

Viridian Executive Committee
- Bob Donaldson
- Sandra Hannan

Grady Strata
- Patrick Gills
- Mark Terracini

Apologies
- John Thorpe

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MINUTES

Meeting opened 4:17pm

1. **Decisions required to be made**

    a) Access to units

    The Committee agreed to give Grady Strata permission to access unit 134 under the terms of the Unit Titles (Management) Act following unsuccessful attempts to gain the tenants' cooperation in accessing the unit to investigate leaks.

2. **Cladding project progress**

    The Committee requested Grady to advise Dowse to finalised documentation and issue the RFT for the Builder.

3. **Lift refurbishment, replacement progress**

    The Committee approved the quote from ECS to project manage the lift replacement project and directed Grady to engage ECS to commence the project.

4. **Balcony water leak repairs costs and progress**

    The Committee noted that several balcony repairs have now been completed on Printers Way and scaffolding has been removed.

5. **Insurance policies renewal etc.**

The Committee noted that quotes to provide building insurance for the Viridian complex had been sought from 5 providers. Of the 5 providers, 4 had declined to quote. Only 1 quote was received and that was from Chubb Insurance, the existing insurer. Claims history and the current situation with flammable cladding were cited as the main reasons.

The Committee agreed to accept Chubb's quote and directed Grady to make the necessary arrangements for the insurance to be in place.

6. Arrangements for General Meeting

- Eastlakes Football Club is booked for the 6 June General Meeting, at 5.30pm
- Grady (Michael Grady, Mark Terracini and Patrick Gills) will be attending to support the meeting, including technical support
- The meeting will be recorded and owners advised at the commencement of the meeting.
- An owner's request to speak against Motion 7 at the meeting was approved.

The meeting closed at 4:40pm.

Next Meeting

Date: 6 June 2024 **Venue:** Eastlakes Football Club **Time:** 5.30pm

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 2839

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 6th June 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).

o **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
6th June 2023	General Meeting Notice of Reduced Quorum Decisions Attached

A4 Owners corporation declaration

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

THE OWNERS-UNITS PLAN No: 2839 Common Seal

.....[*12th June 2024*]

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

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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).

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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).

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

GENERAL MEETING
'Viridian'
45-47 WENTWORTH AVE, 51-55 DAWES ST, 54-56 PRINTERS WAY & 50-56 EYRE ST, KINGSTON
NOTICE OF REDUCED QUORUM DECISIONS

Held at Eastlake Football Club, 3 Oxley Street, Griffith, ACT on the 6th of June at 5:30pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 46, 48, 58, 68, 78, 79, 82, 88, 89, 94, 101, 106, 109, 111, 112, 121, 124, 135, 139, 154, 155, 165

Proxies: Representatives for Lots: 67, 130

Absentee Voting Forms: 2, 8, 9, 14, 15, 23, 44, 64, 56, 70, 96, 104, 117, 129, 132, 133, 144, 147, 150, 151

MINUTES

ITEM 1 - MINUTES

To receive and adopt the minutes of the 2023 Annual General Meeting.
***Motion 1**: "That the Owners Corporation adopt the 2023 Annual General Meeting Minutes as provided."*

- ***Motion Carried By Ordinary Resolution***

FINANCIALS

ITEM 2 – SINKING FUND UPDATE

To receive and adopt the Sinking Fund Plan from Wise Choice as provided with the 2024 General Meeting Package.

***Motion 2:** "That the Owners Corporation adopt the 10-year Sinking Fund Plan as drafted by Wise Choice and provided with the 2024 General Meeting Package"*

- ***Motion Carried By Ordinary Resolution***

Motion 3: *"That the Owners Corporation adopts the proposed Sinking Fund expenditure budget of $2,285,787 (ex. GST) and that an additional contribution (above that approved at the 2023 AGM) of $1,178,458 (plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 2 instalments due on 30 July 2024 and 1 October 2024."*

- ***Motion Carried By Ordinary Resolution***

CLADDING

ITEM 3 – Preliminary Loan Approval

Motion 4: *That The Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. That the Owners Corporation enter into a Participant Deed with the ACT Government prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.

2. That the owners corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the owners corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings Cladding Scheme, together with associated costs.

3. That the owners corporation's seal be affixed to the loan contract in the presence of any of the following:

- *At least two executive committee members, one of whom must be the chairperson or secretary*
- *The Manager and one member of the executive committee; or*
- *The Manager alone.*

4. That the owners corporation acknowledges the following things:

(a) A copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;

(b) The maximum amount of credit available under the loan contract is $110,000.00;

(c) Members of the owners corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and

(d) A drawdown instruction may be signed by any of the following [strike out those that do not apply]:

- *Any two members of the executive Committee; or*
- *The Manager and one member of the Committee; or*
- *The Manager alone.*

- ***Motion Carried By Special Resolution***

ITEM 4 – SPECIAL PURPOSE FUND - CLADDING LOAN

Motion 5: *"That the Owners – Units Plan 2839 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to create a Special Purpose Fund for the purposes of replacing identified flammable cladding affixed to the Common Property and Defined Parts of Units Plan 2839 including potential ancillary costs, including but not limited to, repairs to items that may be damaged or removed during the replacement process that fall under the scope of the ACT Government Loan Scheme. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution to place all loan or other funds received, and all funds expended for this purpose, within the Special Purpose Fund - Cladding Loan."*

- ***Motion Carried By Special Resolution***

GENERAL BUSINESS

ITEM 5 – RULES UPDATE

Motion 6*: "That the Owners Corporation RESOLVES by Special Resolution, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented:*

Rule 1.4 Erections and alterations
Floor covering
Existing sub-rule (11) to be replaced with:
"(11) Owners who are considering replacing floor coverings ***with other than wall to wall carpet on an underlay*** *are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the owner's unit, e.g. the combined hardwood/vinyl and acoustic underlay, any additional buildup of the concrete slab, wall and/or ceiling insulation, etc will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area."*

Appendix A - Guidelines for Erections & Alterations
Hard flooring, including wood and tiles
Existing clause (6) to be replaced with:
"*(6) Applications for the EC's permission to replace floor coverings are required to provide an acoustic test report (Rule 1.4(11)).* ***This acoustic test requirement does not apply where the flooring change is to install wall to wall carpet on an underlay****. The application must also include:*
(a) A statement describing the method of laying, fixed or floating, for building insurance purposes;
(b) Confirmation that the flooring will be installed in accordance with the manufacturer's instructions;
(c) Written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary."

- ***Motion Carried By Special Resolution***

Motion 7: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented:*

Rescind sub-rule (4) of ***Rule 3.2 Common services - hot water, free to air TV, Foxtel****; and*

Add sub-rule (7) to ***Rule 2.3 Common property - other matters***

"(7) ***Electric Vehicles (EV) and EV charging***

(a) No individual electrical connections are permitted for the purpose of EV charging.

(b) Charging battery-operated devices, including but not limited to e-scooters, e-bikes, power tools are prohibited in the interior common areas, eg in foyers, hallways and stairwells.

Charging arrangements that were approved at the time this Rule takes effect continue under the terms of that approval until the complex is EV-ready, ie a charging solution is approved for the whole Owners Corporation. Any change of Electric Vehicle or EV chargers or connections require a new application."

- ***Motion Failed***

EXECUTIVE COMMITTEE MEETING Agenda
UNITS PLAN NO. 2839 - 'Viridian'
45 WENTWORTH AVENUE, KINGSTON

Date/Time	22 MARCH 2024 at 9:00am
Venue	Grady Strata and Facilities 65 Canberra Ave, GRIFFITH, ACT

Attendees

Viridian Executive Committee

- John Thorpe (Chair)
- Stephen Rumble (Treasurer)
- Bob Donaldson
- Sandra Hannan (Secretary)

Grady Strata

- Patrick Gills
- Mark Terracini
- Nick McCauley – Building Manager

Minutes
Meeting opened 9:00am

Item 1 - Minutes of previous meetings
Minutes for the Executive Committee meeting held on 6 March 2024 were approved.
The Committee requested Grady to publish the minutes on Smarta and circulate to the OC.

Item 2 - Actions arising from previous meetings
The Committee noted the action item register and discussed the following:

Building maintenance issues

- Noting one quote has been received to repair cracked tiles in walkways, the Committee agreed a second should be sought and noted Rep Building had been approached to arrange this. The Building Manager (BM) will follow up with Rep Building.
- Bulkhead and courtyard lights – The Committee requested the BM to follow up the quote that was expected for this meeting and that a second quote be sought for the Committee to consider at its next meeting.

Balconies and water ingress issues

- The Committee discussed the mapped results of the Peak Consulting leak survey and the reports that had been provided from inspections. The Committee agreed an indicative order of repair should be determined. It was agreed that the Committee would review all detailed inspection reports received from Peak Consulting and propose an indicative order of repair to the Committee for consideration.

Action item 22032024-01: Committee to review reports and provide an indicative order of repair for consideration.

- The Committee also discussed the request for a meeting with U101 regarding ongoing water ingress in the unit and agreed EC members would meet with the owner in the next week.
- The Committee noted advice from Grady that Peak Consulting had provided a scope of work and quote for leak investigation. The Committee agreed that a second quote be obtained and agreed Committee members will meet with Cox to see if that firm can provide a quote for the work.

Cladding project

- Grady advised that the meeting with ACT Major Projects and Vortex was productive and the ACT Government now has all the information it requires to finalise the Viridian's concessional loan application.
- The Committee noted the Chair's update on the progress of the MV Law contract that the outstanding matters had been finalised. The Committee noted changes to the contract will be made to address the identified sundry rectification work and the contract would be ready for Committee review in the week commencing 25 March.
- The Committee noted that the tender is expected to be prepared and ready for release in early April 2024 after Easter.
- The Committee discussed a quote received from Dowse projects for a building certifier for the cladding project and requested a second quote be sourced. The Committee agreed the Chair seek and circulate the second quote once received from Dowse.

  Action item 220324-02: Chair to seek second quote for a building certifier and circulate to the Committee by 28 March 2024.

Flooring

- **U125** – The Committee noted the matter is progressing with the lawyers.
- **U126** – The Committee noted that due to unforeseen circumstances the carpet was unable to be installed in U126 on the dates advised but has been rescheduled and is happening imminently.
- **U165** – The insurance company is now handling the matter and it is in the process of being finalised. Grady is monitoring the situation.
- **U151** – U151 is now on the market and the Viridian's lawyers are continuing efforts to negotiate with the owners' lawyers for a satisfactory outcome.

Item 3 – Sinking fund

- There was a commitment made at the AGM in December 2023 to provide the Owners Corporation with an updated Sinking Fund Plan and revised 2024 levies, early in 2024, the Committee discussed Wise Choice Projects Sinking Fund Plan (SFP Rev. 1.3b) which was received on 19 February.
- The Committee is concerned about the possible impost on owners which is significant, even after the 2023 EC's amendments have been included.

- The Treasurer outlined how the SFP can be updated and with the possible raising of a special levy to address the current $1.4 million shortfall for maintenance works and a variety of approaches to the 2024 plan's doubling of 2022 SF levies. Work on this update continues with the objective of presenting it for approval at a General Meeting in April / May
- Committee member Robert Donaldson pointed out that the longer the EC continues its deliberations, the further behind the OC is getting financially and urged that the Committee schedule a General Meeting as soon as possible. He proposed that a Special Levy is required to raise $1.4 m to ensure funds are available for urgent work on the lifts and to increase the pace of balcony repairs which are impacting on owners. The Committee **did not agree** to Mr Donaldson's proposal.
- It was suggested that Wise Choice Projects be consulted to consult on any modifications. This was not supported by all EC members.
- The Committee agreed that a General Meeting would need to be held as soon as practicable to seek the Owners Corporation's approval of the Sinking Fund Plan and levies to be in place for the July 2024 Levy instalment.

Action item 220324-03: General Meeting to be organized and held as soon as practicable.

Item 4 – General business

a) New applications

The Committee discussed the application for approval of signage received from Kaiser. The Committee agreed some changes to the proposed signage were required to keep with the aesthetics of the Viridian complex.

The Committee requested Grady to advise the applicant accordingly.

Meeting closed 11:00am

Next meeting: TBC 2024, Grady Strata Offices, Griffith, TBC

EXECUTIVE COMMITTEE MEETING

MINUTES

UNITS PLAN NO. 2839 - 'Viridian'
45 WENTWORTH AVENUE, KINGSTON

Date/Time 6 MARCH 2024 at 4:30pm
Venue Grady Strata and Facilities
65 Canberra Ave, GRIFFITH, ACT

ATTENDEES:

Viridian Executive Committee members

- John Thorpe
- Stephen Rumble
- Bob Donaldson
- Sandra Hannan

Grady Strata

- Patrick Gills
- Mark Terracini

Minutes

	Meeting opened 4:28pm
Item 1	**Minutes of previous meetings** Minutes for the previous Executive Committees held on 19 and 24 February were approved. The Committee requested Grady to publish the minutes on Smarta and circulate.
Item 2	**Actions arising from previous meetings** Action items were addressed throughout the meeting.
Item 3	**Correspondence** Reported under each agenda item.
Item 4	**Finances** **a) 2024 Viridian Budget update** The committee noted the Treasurer's update of 28 February that both the administrative fund and sinking fund expenditure was on track. **b) Sinking Fund update** At the December annual general meeting it was agreed that the executive committee would provide the Owners Corporation with a proposal for revised levies and the sinking fund plan in early 2024. The committee had a general discussion about the sinking fund and agreed more work was required to ensure a sustainable approach is taken. The committee agreed more work was required and that the Treasurer would develop proposals for advice.

	The committee agreed an extra ordinary meeting would be held in coming months to agree a sinking fund plan and revised levies. **New action item (060324 – 01):** Treasurer, in discussion with EC members, to provide options for sinking fund plan and revised levies to Grady Strata and Stephen Wise for advice.
Item 5	**Strata Manager Update** The committee noted that the Building Manager's the received an update from Grady. The committee discussed a trip hazard identified in the courtyard and it was agreed that Grady would work with the building Manager to rectify it. **New action item (060324 – 02)** – The Building manager to work with Grady to rectify trip hazard without delay. **a) Outstanding Levies update – number of units and individual progress on recovery of arrears** The Committee noted Grady's update on outstanding levies and agreed that at this point in time no further action was required.
Item 6	**Building maintenance** **a) Tiled walkways** The committee discussed the action relating to broken tiles in the complex. The committee noted the Treasurer's advice that he had met with the Building Manager and a representative from Rep Building who has agreed to prepare a quote for the committee's consideration. The committee noted that Grady would provide the building's structural drawings to Rep Building to inform their quote. **b) Bulkhead and courtyard lights** The committee noted an update from Grady that a quote to fix and/or replace the bulkhead and courtyard lights will be received for consideration in the next week and forwarded to the EC for consideration. **c) Balconies and water ingress issues** The committee noted that Grady had circulated the preliminary results of the Peak Consulting leak survey and are mapping the results onto the building specifications to show where the leaks are occurring. The committee requested that Grady scan and circulate the document showing the results of the leak survey when finalised for the committee's further consideration. The committee noted that Grady has also requested a scope and cost of works based on the recommendations from Peak Consulting. **New action item (060324 – 03):** Grady to circulate mapped results of Peak Consulting leak survey to EC.
Item 7	**Reports from subcommittees** **a) Flooring Subcommittee**

	The Flooring Subcommittee provided an update noting legal advice is being sought. **b) EV and Sustainability Subcommittee** The members of the EV and Sustainability Subcommittee circulated a draft amendment to the rule ahead of the meeting together with a position paper setting out the need for change. The committee agreed that the motion and paper that had been drafted be put to the next general meeting of the owner's corporation.
Item 8	**Cladding project update** **a) Progress on the applications for the ACT Government Concessional Loan, Preliminary Loan and Administrative Loan** Grady provided an update to the committee on the progress of the Viridian's concessional loan application noting it was progressing. The committee noted that Grady would be meeting with ACT Major Projects and Vortex on Thursday 7 March to finalise the remaining matters. **b) Dowse Projects – Cladding Project** The Chair advised that he had met with John Diamond of Dowse to discuss how the sundry items would be reflected in the contract. The Chair provided a hard copy of the proposed text to the committee members and it was agreed that the committee would provide comments out of session a view to finalising the contract by 12 March to enable Dowse to issue the Request for Tender. **New action item (060324 – 04):** Committee to agree wording for inclusion of sundry items in MV Law contract out of session. **New action item (060324 – 05):** Grady to provide the agreed wording to be provided to MV Law and once approved by the Committee, Grady to instruct Dowse to proceed to finalise contract and issue tender be given.
Item 9	**General business** **a) Status of flooring issues** The committee noted the following update from Grady regarding flooring issues in the Viridian. - U125 – The Owners is still working through matters with their lawyers. Grady will seek an update on progress. - U126 – The Committee noted that this matter can now be closed noting the new approved flooring (W2W carpet) was installed on 16 March thereby finalising the matter. - U151- Matter is ongoing. Refer to agenda item 7(a). - U165 – Awaiting action. **b) Other issues**

	- Access to Viridian complex by contractors The committee had a general discussion of contactors being onsite and noted the need to ensure that access was authorised, where possible the building manager was available to oversee access and the need for the committee to be informed of works and timings.
Item 10	**Out of session decisions and actions** **a) Committee Appointments** From March 2024 the Viridian Executive Committee office holders are as follows: - Chair: John Thorpe - Treasurer: Steve Rumble - Secretary: Sandra Hannan **b) Approvals – Pets, Erections, Alterations** The committee noted the following applications had been received and considered: - U96 – application received and approved in February out of session for replacement of window and doors with double glazed windows and doors. - Development application lodged for units 9, 14, 15 -- DA 202342528 – application considered out of session and not approved. Concerns and response advising proposal not approved lodged with applicant by Grady Monday, 11 March 202428/03/2024.
	Meeting closed 6:10pm
	Next meeting: April 15 2024, Grady Strata Offices, Griffith, 4:30pm

Viridian Executive Committee

Extra-ordinary meeting **24 FEB 2024** Viridian. 54 Printers Way, Kingston.

Attendee: John Thorpe Stephen Rumble Bob Donaldson Sandra Hannan

Helen Donaldson (For Item 5).

Agenda

1. Minutes of EC Meeting 19/02/24 for approval
2. General Meeting 21 March 2024 - Consideration of draft papers
    a. Rule 3.2(4) on electric vehicles (EV & Sustainability Sub-committee)
    b. 2025 Sinking Fund Contributions (Treasurer)
    c. Progress Report on draft documents (Flooring Sub-committee)
3. Cladding Project
    a. Update on Dowse progress
    b. Update on loan applications and funding
4. Review of operational arrangements - EC and Grady
5. Other Business

Meeting commenced 08:32

1. Minutes of 19 FEB Extra-ordinary meeting

Minutes distributed for discussion. Require revision

2. General Meeting proposed 26 March – draft agenda

a. Rule changes passed at 2023 AGM

i. Rule 3.2(4) “EV rule”

The AGM required changes to be reflected in Appendix A and to seek legal advice on compliance with regulatory compliance. The EV and Sustainability Sub-committee has now reviewed the current framework of the ACT Government and ACT Fire & Rescue and identified significant areas of conflict with Rule 3.2(4). The EC agreed that a motion to rectify this should be prepared for the next General Meeting.

Action: *EV and Sustainability Sub-committee to develop a draft Motion and supporting document for EC approval prior to the next General meeting.*

ii. Flooring rule

The flooring rule needs to be amended to clarify that an acoustic test report Rule 1.4(11) is not required to be provided with an application for an existing carpeted floor to be replaced with carpet and underlay.

Action: *JT to develop a draft Motion and supporting document for EC approval prior to the next General Meeting.*

EC will develop a revision to the Viridian rule 1.4(11) to be presented at the next OC general meeting.

b. 2024 Sinking fund plan and levies

The treasurer advised that Sinking fund plan had been received 15 FEB 2024, and distributed to EC members to assist with discussion.
Factors to consider:

- Sinking fund plan will not include any Cladding + Sundry items;
- Going forward for Viridian Owners there will be three components to the Strata Levies;
    - Administrative , Sinking Fund and Special Levy (Cladding, Concessional Loan, Sundry Items);

Discussion identified that the EC needed to check that there were not any items that will require attention in 2024/2025 that had not been identified and included and check that all items that are included in the revised plan do need to be addressed in 2024/2025.
There are three major pressure point areas in the revised plan, Balcony/Courtyard remediation, Lift Refurbishment, Replace Gutters. The indicated financial impact of these items is significant, however, more analysis of these precise items is required.
There is a desire within the EC to attempt to have a revised Sinking Fund Levy and a per lot assignment to be available for the next OC general meeting, with the commencement of the new levy to be commenced on 1 June 2024, or earlier if available.

Action:

i. EC to review possible sinking fund levy revisions for commencement on 1 June 2024.
ii. EC to prepare a motion for next OC General Meeting to increase Sinking Fund levy for remainder of 2024 year.

c. The EC is looking at a general meeting in late March, subject to availability of a suitable venue.

d. EC to meet Grady next Wednesday 28 February at 8 am to discuss the agenda and timetable for a General Meeting. EC agreed to request one-way streaming of the GM.

3. Cladding update

The chair provided an update of the discussion held between Chair, Dowse and Grady in relation to the Cladding Project and a meeting between Chair, Secretary and M GARDINER in relation to the identification of ‘sundry items’.

Chair advised that Dowse Projects described the project as 'on track' and that a RFT should be available by the week commencing 4 March 2024. The tender may be available to be issued mid March 2024.

The chair advised that the discussions with MV Law in respect of the 'contract creation' have also been positive with a clearer understanding of what items may be included in any contract and how to incorporate specific items as required.

Action: *The EC requested a meeting with Grady and Dowse as soon as possible.*

4. Review of operational arrangements EC and Grady

Action: *BD to liaise with Building Manager, Strata Manager and Cleaning staff to discuss issues and report back to next EC meeting*.

5. Other business:

a. Flooring Sub-committee updated the EC on developments in relation to the U151 matter.

b. Sandra Hannan was appointed as EC Secretary with effect 1 March 2024. The office holders are:
Chair - John Thorpe
Treasurer -Stephen Rumble
Secretary - Sandra Hannan

Meeting concluded 24 FEB 2024 @ 9:22

Viridian Executive Committee

Extra-ordinary meeting **19 FEB 2024** Norgrove Park, Kingston.

Attendee: Stephen Rumble Bob Donaldson Sandra Hannan

Helen Donaldson (For Item 1).

Agenda

1. progress on the Trinity/U151 issue;
2. Registration of the Viridian Rules from 2023 AGM;
3. finalisation of the minutes of 9 FEB EC meeting;
4. other business.

Meeting commenced 17:45

1. Progress on Trinity Law/U151 issue

HD provided an update on the U151 matter, noting options canvassed with the OC at the AGM.

a. In relation to the OC's offer of 30 January, Trinity Law (TL) advised that there had been no response by the deadline, 13 February 2024, and that they had contacted Thomson Geer Lawyers the following day. No further information is available at this time.

HD left the meeting at 18:15

2. Finalise EC meeting minutes for 9 FEB 2024

There was discussion as the 'level of discussion' to be provided in the minutes.

Action: Secretary will re-edit the minutes and distribute.

3. Other business:

a. Sinking Fund:

i. Treasurer advised that the revised Sinking Fund Plan had been received and distributed to EC members. Treasurer will have a report for the MAR EC meeting.

b. Commercial Development 45 Wentworth Ave

i. Secretary advised that a Development Application has been posted outside 50 Eyre St, detailing the erection of a sign and window dressings;

ii. Secretary has distributed details to EC members and Grady Strata, for discussion out of session. The DA has an end date for comment of 8 March 2024;

Action: Grady Strata to request an Erection and Alteration application from the owner of the units (BHMH investments)

Meeting concluded 18:45.

EXECUTIVE COMMITTEE MEETING minutes
UNITS PLAN NO. 2839 - 'Viridian'
45 WENTWORTH AVENUE, KINGSTON

Date/Time 9 February 2024 at 08:00
Venue Grady Strata and Facilities
65 Canberra Ave, GRIFFITH, ACT

Attendees - **Viridian Executive Committee**

John Thorpe Stephen Rumble Bob Donaldson Sandra Hannan

Attendees - Grady Strata

Patrick Gills Mark Terracini

Apologies - Nick McCauley – Building Manager

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AGENDA

1. **Minutes to be endorsed/accepted**

a) 11 January 2024 EC minutes – Accepted, subject to revision below:

Minutes to be endorsed

14 DECEMBER 2023 AGM minutes and reduced quorum decisions

AGM minutes and reduced Quorum decisions were issued on 22 December 2023. Revised minutes issued on 28 December 2023. The 28-day notification period, commencing from 15 December 2023, ends midnight 11 January 2024. As of close-of-business 10 January 2024, no petitions have been received.

2. **Action Items from previous meetings**

The EC noted the status of the Action Items. See Attachment A: Action items arising from previous meetings.

3. **Correspondence**

a) Correspondence IN

NIL

b) Correspondence OUT

- 30 January 2024: Letter to Thomson Geer issued under Trinity Law letterhead
- 5 February 2024: Viridian Update

4. Finances

a) 2024 Viridian Budget update

The Treasurer reported the following:

- Opening Balance 2024: **$ 421,885.70**
- Revenue **$ 211,319.53,** less Expenses **$ 221,952.83** = (- $10,633.30)
- Balance @ 8 February 2024: **$ 411,252.40**

b) Sinking Fund progress/update

Grady advised that Sinking Fund (SF) revisions from Stephen Wise Consultants will be available from 11 February 2024. Revised SF report will need to be analysed and accepted by EC prior to any GM meeting (2024) to allow recalculation of SF levies for balance of 2024 and in future years.

Action 4.1: No updates to current sinking fund expenditure or accruals. Treasurer to report at March 2024 EC meeting.

5. Strata Manager update

a) Building Manager (BM) Report

- Grady provided the EC with an electronic copy of BM report electronically.
- The report was discussed and noted that some issues will need to be discussed.
- Grady advised there had been no confirmation of the BM arranging the disposal of all hard rubbish currently held in various locations of the Viridian.

The EC conducted a walk around the whole complex on 8 February 2024 noting issues to be raised with the Building Manager and Grady Strata,

Action:

5.1 – BM to discuss with contractors cleaning maintenance schedule re cleaning in all garages and monitor. **Report in March 2024**

5.2 – BM to arrange for quote and disposal of all hard rubbish by **March 2024**

5.3 – BM to arrange quote for power cleaning of pathways by **March 2024**

b) Garden Maintenance – All Seasons

The EC discussed the garden maintenance issue and noted several concerns of maintenance work not being undertaken or completed to a satisfactory level.

Action 5.4: BM/Grady to contact All Seasons and request that the required maintenance be undertaken as a priority. BM to monitor when on-site.

c) Outstanding Levies update – number of units and individual progress on recovery of arrears

Grady advised that the total amount of outstanding levies as @ 9 February 2024 is now under $12,000. This is a significant decrease and the EC wishes to thank all Owners who have now paid their levies, and Grady for managing the issue.

6. Building Maintenance

a) Tiled walkways

Minimal progress to identify suitable replacement materials since last meeting. A meeting with the BM to clearly define a scope of work for the purpose of requesting quotes was recommended.

Action 6.1: BM to coordinate onsite inspection with service providers and Secretary to define scope of work by **March 2024**

b) Balconies and water ingress issues

The closing date for the Peak Survey questionnaire was extended to 11 February 2024. An email reminder to encourage participation was sent by Grady, followed by a letterbox drop. Grady will request preliminary findings from the survey are provided to the EC when available to assist in complex wide project planning, and input into SF calculations.

Action 6.2: Grady will request preliminary findings from the survey by **March 2024**

7. Report from subcommittees

a) Flooring Subcommittee

Lead – Stephen Rumble – **Member** Helen Donaldson

A verbal report was provided by S Rumble, including that:

1) On 23 January 2024, EC representatives met Trinity Law to finalise the response to the letter of 13 December 2023 from Thomson Geer, representing the owners of U151, Mr Craven and Ms Gilks.
2) The Viridian response to the letter from Thomson Geer was issued on 30 January 2024. The offer remains open for 14 days from 30 January 2024.

The matter is ongoing.

Action 7.1: Subcommittee to advise the outcome of letter by **19 February 2024**

b) EV and Sustainability Subcommittee

EV and Sustainability subcommittee created. Bob Donaldson and Sandra Hannan appointed.

8. Cladding Project update

a) Progress on the applications for the ACT Government Concessional Loan, Preliminary Loan and Administrative Loan

Grady Strata advised that ACT Major projects are requesting specific information for the loan. The EC noted the need for Grady to escalate the issue within ACT Major Projects as a priority.

Action 8.1: Grady Strata to escalate the progress of the Viridian's concessional loan application within ACT Major Projects and provide advice to the EC by **March 2024**

b) Dowse Projects – Cladding Project

The Chair provided a verbal report of a 31 January 2024 meeting and the interactions they had had with Dowse Projects relating to the Cladding project and the identification of 'sundry items.

Decision: The EC endorsed the Chair's recommendation to proceed with the MV Law contract for the cladding project.

The EC discussed a pressure point in the preparation of the cladding project RFT and any additional funding required for the project, which may include the sundry items will be discussed at a future GM.

Action 8.2: EC in consultation with Grady and Dowse, finalise the RFT for review by the EC prior to **March meeting**.

The EC discussed the need for a clear and structured communication process with owners and residents when their unit is to be impacted by the work.

Action 8.3: Create a clear and structured communication process with owners and residents for the Cladding project - Communication Officer

9. General Business

a) Owner's Corporation (OC) mailbox and correspondence register

Arrange EC/OC signage and keys for the OC/EC mailbox on Wentworth Avenue.

Action 9.1: Grady to arrange and advise. **Carried over, report in March 2024**.

b) Actions arising from motions voted on at the AGM

Registration and publication of rule changes pertaining to Motions 12 & 13 from the AGM. The two motions have been registered. **Completed 8 FEB 2024.**

It has been identified that there were editorial revisions that were not included in the registration process for these rules. These may be rectified if processed within 90 days (3 months) from the meeting that passed the rule change/ motions.

The EC has internally circulated the proposed editorial amendments and agree to process these changes.

The EC is intending to seek a full review of the total Viridian Rules and provide information to Owners and residents as this issue is progressed.

Action 9.2: EC to coordinate a full review of all Viridian Rule and Appendix by an independent consultant. **Carried over, report in MARCH 2024.**

c) Actions arising from issues raised at the AGM and Town Hall meeting

Trinity Law letter/advice

The letter from Trinity Law discussed at the AGM has been emailed to Owners and posted to Smarta. Grady agreed to mail copies to those Owners who do have an email preference. **Completed.**

Indicative strata fees payable to each unit owner in respect of the cladding project.

Individual notices of 'indicative repayments' as advised at the 2023 AGM, were issued in January 2024 by Grady Strata. **Completed.**

d) AGM Administration and Management

Review of 'documentation' provided at 2023 AGM undertaken. Secretary to develop General meeting processes for discussion to make process of managing Proxies and Absentee voting easier and consistent in future. **Carried over, report in MARCH 2024 (9.3).**

e) Status of flooring issues

- U125 - Owner has advised Grady they are seeking more information from previous owner. Review in March 2024.
- U126 – Owners has applied for new flooring (W2W carpet). Application APPROVED. Matter can be closed when the approved flooring is installed. Review in March 2024.
- U151- see Flooring Sub-committee item. Ongoing.
- U165 – Insurers have requested Wotton Kearney to have all future carriage of this matter. Wotton Kearney has been referred to Trinity Law as they managed the ACAT case on behalf of the Owners Corporation.

9.5 - Grady to confirm with Trinity Law case of U165 has been transferred. **Review in MARCH 2024.**

f) Other issues

NIL

10. Out-of-session decisions and actions

a) Meetings Attended with external stakeholders

- Meeting with Trinity Law – 23 January 2024
- Chair attended meeting with Dowse 31 January 2024

b) Committee Appointments

- Sandra Hannan – casual vacancy Viridian EC 23 January 2024 –2024 AGM
- Sandra Hannan – Communications officer 2024

- EV and Sustainability subcommittee created. Bob Donaldson and Sandra Hannan appointed.

c) Approvals – Pets, Erections, Alterations

- U149 – External blind on Eyre St balcony. N**ot approved.**
- U126 – remove installed hard floor and replace with wall-to-wall carpet. **Approved** (31 January 2024).

Next Meeting

Date: 8 MARCH 2024 **Venue:** Grady Strata Offices, Griffith **Time:** 08:00

EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO. 2839 - 'Viridian'
45 WENTWORTH AVENUE, KINGSTON

Date/Time	11 JANUARY 2024 at 16:00
Venue	Grady Strata and Facilities 65 Canberra Ave, GRIFFITH, ACT

PRESENT - **Viridian Executive Committee**

John Thorpe Stephen Rumble Bob Donaldson

PRESENT - Grady Strata

Patrick Gills Mark Terracini

Apologies

Nick McCauley – Building Manager

Meeting commenced 16:03, 11 January 2024

Agenda:

1. **Minutes to be endorsed**
   - **14 DECEMBER 2023 AGM minutes and reduced quorum decisions**

     AGM minutes and reduced Quorum decisions were issued on 22 December 2023. Revised minutes issued on 28 December 2023. The 28-day notification period, commencing from 15 December 2023, ends midnight 11 January 2024. As of close-of-business 10 January 2024, no comments or revisions were received.

   - **27 DECEMBER 2023 EC meeting minutes**

     The Minutes were accepted as read, and endorsed by the EC.

2. **Finances**
   - **2024 Viridian Budget**

     Budget was presented and passed at 2023 AGM.
     Grady Strata will provide online access to approve invoices to the Chair and Treasurer.

   - **Appointment of signatories for Viridian OC operating accounts**

     Grady Strata arrange to have new Chair and Treasurer appointed as signatories for required accounts and processes.

   - **Sinking Fund progress/update**

     Patrick Gills (Grady Strata) advised that no recent advice from Stephen Wise in respect of the Sinking Fund review had been received although he had previously confirmed he would provide a review update in January 2024. Stephen Wise is expected back after 26 January 2024.

The EC noted the AGM decision to approve the use of the existing sinking fund plan with some minor revisions. The Sinking Fund plan requires further review to ensure the strategic plan for the Viridian incorporates the cladding project plus additional sundry items such as lift replacement, balcony remediation and the finalisation of all legal matters related to flooring.

Action		By Who	By When
2.1	In consultation with the EC, develop 2024 Viridian Budget	Grady	Next meeting
2.2	Provide Chair and Treasurer access to Viridian Operating Accounts	Grady	By 17 January 2024
2.3	Liaise with Stephen Wise to obtain copy of Sinking Fund Review Report	Grady	After 26 January 2024 and before next meeting
2.4	Develop revised Sinking Fund Plan	Stephen Wise	Next meeting
2.5	Prepare the revised plan and levies to be presented to OC at next general meeting	Treasurer and Grady	Before General Meeting expected in Late FEB/Early March

3. Appointments to Committee/Subcommittee

○ Appointment of committee members to positions

Following the resignation of Robert Craven on 24 December 2023 and the appointment of Robert Donaldson to the EC on 26 December 2023, the following positions were filled:

Chair *- John Thorpe*
Treasurer *- Stephen Rumble*
EC secretary *- Stephen Rumble*
General Committee *- Robert (Bob) Donaldson*

Another person has expressed interest in becoming a committee member. The Chair to confirm this as soon as possible.

○ Flooring Subcommittee

The EC agreed to establish a subcommittee to assist with the formulation of information and advice in respect of the ongoing litigation/legal processes relating to Unit 151. The terms of reference, delegations and membership of the subcommittee are to be confirmed. On 9 January 2024, Mrs Helen Donaldson, the former Chair of the EC, was appointed to the subcommittee to assist in the ongoing liaison with Trinity Law, the OC's legal representative on the matter. All directions and/or instructions to Trinity Law will be referred to the EC for decision. An offer of possible assistance from Mrs Anne Thorpe was noted. No decision was taken on any further appointments.

Action	By Who	By When

3.1	Follow up possible additional appointment to the EC	Chair	By 19 January 2024

4. Cladding Project update

- **Report on 19 December 2023 meeting on the Viridian campus with Dowse Projects**

The meeting was attended by two representatives from Dowse Projects (Dowse); and EC representatives, John Thorpe, Stephen Rumble and Michael Gardiner. The purpose of the meeting was to identify and discuss 'sundry items' to be included in Request for Tender (RFT) for the Cladding Project. Items identified included the box gutters on Blocks H and C where the curved roof meets the flat roof; all parapets where cladding removal may be involved; review of the overflows on Blocks D, E & F to determine if they require remediation; and confirming the existence of cladding on Blocks E, F & G to identify if waterproofing will be impacted by cladding removal. The RFT document will be finalised by Dowse and passed to Grady and the EC for comment prior to release.

- **Report on 9 January 2024 meeting on the Viridian campus with Dowse Projects**

The 9 January 2024 meeting was attended by Andrew Curran (Dowse), Nick McCauley (Grady), and Stephen Rumble (EC). The purpose of the meeting was to investigate and visually confirm the location of the box gutters on Blocks H & A. Following the inspection, Dowse suggested the engagement of a 'roofing specialist' to provide more detailed roofing specifications for inclusion in the RFT. A Hydrological Report may be preferrable as it could assess water catchment and flow across the whole roof including to the storm water drains. The Chair will contact Dowse to discuss each option in more detail with a view to determining the most appropriate approach.

- **Progress on the applications for the ACT Government Concessional Loan, Preliminary Loan and Administrative Loan**

Patrick Gills (Grady) advised progress on the Concessional Loan. Lannock Strata Finance (Lannock) are undertaking credit checks of the Viridian OC and no issues have been identified. The next contact from Lannock is expected the week commencing 15 January 2024.

The Preliminary and Administrative loan applications are also progressing. Grady's contacted the author of the Viridian Fire Report to seek advice in response to a query from the ACT Government about the overall fire risk rating for the Viridian. To date no advice has been received.

Action		By Who	By When
4.1	Discuss with Dowse the roofing specifications required for the RFT and how best to obtain them	Chair	By 19 January 2024

5. Strata Manager update

- **Building Manager Report**

A small number of minor issues were noted in the Report from the Building Manager (BMg) for follow-up. Grady to liaise with BMg to quantify hard rubbish collected for removal and secure a quote for same. New signage in the bin areas to reinforce the need for residents to dispose of their hard rubbish responsibly was suggested. The signage could advise unit owners that they will be billed for the removal of any hard rubbish which they dispose of.

The Chair suggested the establishment of a subcommittee to provide advice to the EC about recycling, rubbish collection/removal, and unsafe or unsightly basement storage. The Chair to review and consider the terms and conditions of the Viridian's insurance policy and report back. Mark Terracini (Grady) noted there is currently no Viridian rule defining where and what kind of items can be stored in a resident's parking space in the basement.

- **Garden Maintenance – All Seasons**

Hedging plants in the 'poisoned garden bed', in the internal courtyard (Dawes Street end), have been removed and replaced. The Wisteria and Jasmine under the sail cloth needs immediate trimming and the hedges along the paths, should be clipped in line with the garden beds and tidied to allow easier pedestrian access. The BMg to discuss these maintenance issues with All Seasons contractors when they are next onsite (Tuesdays).

- **Outstanding Levies update – number of units and individual progress on recovery of arrears**

Patrick Gills (Grady) advised there is currently $71,000 in unpaid levies and $27,000 of these are overdue by 60 days or more. Unit owners with overdue levies in-excess of 90 days are days are sent a reminder notice and if no response within 7 days, the case is then referred to a debt collection agency if there is no agreed payment plan in place. Grady to monitor and provide updates to the EC/Treasurer as changes arise.

Action		By Who	By When
5.1	Obtain quotes for removal of current hard rubbish	Building Manager	By 29 January 2024
5.2	Review Viridian Insurance Policy and prepare advice for discussion	Chair	By next meeting
5.3	Advise All Seasons of garden maintenance required in internal courtyard	Building Manager	Next onsite attendance of All Seasons
5.4	Ongoing monitoring and advice to Treasurer on status of unpaid levies	Grady	As changes occur

6. Building Maintenance

- **Tiled walkways**

Repair and replacement of broken tiles in the walkways of the internal courtyard was discussed. Priority areas include the area near Connect Hearing as identified in photo 1; and the central path between Blocks E & F (Photo 2).

Grady's to investigate possible materials, other than tiles, to repair the affected walkways and report back at the next meeting.

- **Balconies and water ingress issues**

The response rate to the Peak Consulting survey was fair, with 52% of residents responding. A letter box-drop to residents who did not respond will be undertaken. The survey results will help inform the strategic maintenance plan

to address water ingress issues in the Viridian. This continues to be a significant area of contention and frustration between owners/residents, Grady Strata staff and the EC members.

Action		By Who	By When
6.1	Investigate and report on non-tiling options to repair tiled walkways	Grady	By next meeting
6.2	Letterbox drop reminder to residents to complete Peak Consulting Survey	Grady	As soon as possible
6.3	Grady to confirm with Peak on delivery of water leak Survey	Grady	Report to be delivery to EC by 19 FEB 2024

7. General Business

- **Owner's Corporation (OC) mailbox and correspondence register**

The official address of the OC is:

Viridian Owners Corporation
UP 2839
45 Wentworth Ave, KINGSTON 2604.

Grady's advised that all correspondence is ordinarily delivered to Grady Strata and Facilities Management, Canberra Ave, GRIFFITH.

The Chair requested the reinstatement of the OC Mailbox located on Wentworth Avenue. In consultation with the BMg, Grady's are to arrange for appropriate signage on the current mailbox on Wentworth Avenue and for a mailbox key to be provided to the Chair and Secretary.

In future, all outgoing official correspondence will be issued on Grady Strata letterhead, under the Chair's signature, where appropriate.

A Correspondence-IN and Correspondence-OUT Item will be included as a Standing Agenda Item at all future meetings.

- **Actions arising from motions voted on at the AGM**

Two motions from the AGM relating to rule changes, the text of which was read out at the meeting namely:

- *Motion 12, Item 15 Viridian Rules Flooring; and*
- *Motion 13, Item 16 Viridian Rules Charging Electric Vehicles and transport options (relacing Rule 3.2(4)*

must be registered and separately posted to the Smarta portal. Patrick Gills (Grady) to action immediately and advise the EC when complete.

- **Other Actions arising from the AGM and Town Hall meeting**

As agreed at the AGM, Grady's will email Unit Owners a copy of the letter from Trinity Law which was noted at the AGM, regarding possible action in respect of Unit 151 and the ongoing dispute regarding their unapproved floor. A copy of the letter will be posted to those Unit Owners not contactable by email. Grady's will also arrange to email and/or post to each unit owner their 'relevant unit line

item' from each of the two documents circulated at the AGM regarding indicative strata fees payable by unit in respect of the Cladding Project. Work on these two notifications will commence from 15 January 2024.

The two presentations from Lannock Strata Finance from the Town Hall Meeting held on 11 December 2023 were posted to the Smarta portal on 22 December 2023.

- **AGM Administration and Management**

Stephen Rumble (EC) and Patrick Gills (Grady) will commence a review of and prepare a report for the EC about:

- *AGM voting processes including record keeping to strengthen and streamline future absentee and proxy voting arrangements*
- *'virtual' participation in relation to entry/exit from the meeting, ease of interaction and voting processes to help assess the effectiveness, including cost-effectiveness and ongoing suitability of e-meetings for the AGM*

- **Status of hard flooring issues**

- *U42 – Grady confirmed that the hard floor in U42 was installed in 2013 and the alteration and erection register has been amended. No further action required.*
- *U125 – Grady has commenced discussions with the unit owner regarding remediation. Action suspended pending outcome of discussions.*
- *U126 – Grady has commenced discussions with the unit owner regarding remediation. Action suspended pending outcome of discussions.*
- *U151 – Hard floor unapproved. December advice from Trinity Law noted at the AGM is under active consideration. All correspondence from U151, including email correspondence to the Chair received on 11 January 2024, referred to Trinity Law for action. Ongoing.*
- *U165 – ACAT action discontinued at request of unit owner. CHUBB Insurance accepted the OC claim for recovery of costs incurred defending the action in ACAT. The matter is now in the hands of CHUBB.*

Action		By Who	By When
7.1	Arrange signage and keys for EC mailbox on Wentworth Avenue and report back to EC	Building Manager	As soon as possible
7.2	Future outgoing Committee correspondence to be on Grady letterhead with Chair signature, where appropriate	Grady	Immediately
7.3	Include Correspondence-In and Correspondence-Out as Standing Agenda Items	Secretary	Next meeting

Action		By Who	By When
7.4	Registration and publication of rule changes pertaining to Motions 12 & 13 from the AGM	Grady	Immediately
7.5	Disseminate copy of Trinity Law correspondence noted at the AGM to Unit Owners	Grady	Commencing 15 January
7.6	Disseminate indicative strata fees payable to each unit owner in respect of the cladding project	Grady	Commencing 15 January
7.7	Review AGM administration and management and report opportunities for improvement to the EC	Grady and Secretary	Commencing 15 January for report at a future meeting

8. Out-of-session actions and actions

- Meetings Attended
  - *Dowse Projects, 19 December 2023 to clarify sundry items for RFT*
  - *Trinity Law, on 8 January to discuss and consider financial offer received from legal firm on behalf of U151 in December*
  - *Dowse Projects, 9 January 2024 to confirm condition of box gutters*
- Appointments
  - *Helen Donaldson appointed, 8 January 2024 to flooring subcommittee to enable ongoing effective liaison between Trinity Law and the EC about the U151 matter*

Meeting closed 18:10 - 11 January 2024

Next Meeting
Date: 09 February 2024 **Venue:** Grady Strata, Griffith **Time:** TBC

UNITS PLAN 2839 – VIRIDIAN
45 WENTWORTH AVE, KINGSTON
2023 ANNUAL GENERAL MEETING MINUTES

Rev02 - Amended 27 December 2023

Held at Rydges Hotel on the 14th of December 2023 at 5:30 pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: 1, 4, 5, 17, 20, 23, 27, 47, 48, 56, 62, 64, 68, 71, 74, 76, 77, 78, 88, 89, 94, 96, 97, 98, 100, 101, 104, 105, 106, 109, 111, 112, 121, 124, 126, 130, 135, 144, 145, 150, 151, 154, 155, 165 and 173

Proxies: Representatives for Lots:

Lot 2 – exercised by Lot 151,

Lot 8 – exercised by Lot 151,

Lot 9 – exercised by Lot 151,

Lot 14 – exercised by Lot 151,

Lot 15 – exercised by Lot 151,

Lot 129 – exercised by Lot 130,

Lot 132 – exercised by Lot 130,

Lot 147 – exercised by Lot 154,

Absentee Voting Forms: 123, 59, 46, 117 and 141

Grady Strata and Facilities were represented by Mr M. Terracini and Mr P. Gills.

The Chair called the meeting to order at 5:45pm.
Chairperson Ms Helen Donaldson welcomed members of the Owners Corporation to the Annual General Meeting and advised all present and online, that the AGM meeting package including all meeting papers, financial documents was circulated to all owners and would be taken as read. As the required number of OC members for a quorum was not present, the Chair advised that non-voting Items, specifically Items 8, 9 and 10 would be brought forward, and other changes to the order would be made to accommodate a presentation by Dowse Projects ahead of the motions on Cladding.

The chair introduced Mr Mark Terracini and Mr Patrick Gills representing Grady Strata and Facilities.

The chair then invited Mr Terracini to provide a review of 2023 for the Viridian Complex and what may lie ahead for 2024.
Mr Terracini addressed the meeting with an overview of the works conducted throughout Viridian in 2023.

A number of significant achievements were noted for 2023 including:

- Closure of the insurance claim and completion of works resulting from the 2019 hailstorm;
- Commissioning an independent review of the Viridian Lifts following advice from the service provider that they needed to be replaced ahead of schedule as described in the present sinking fund;
- Commissioning Wise Consulting to assist the EC to select the preferred candidate as Project Manager for the Combustible Cladding Replacement project;
- Appointing Dowse Projects to manage the Combustible Cladding Replacement project;
- Working with Peak Consulting to prepare a plan to address more strategically the multiple water ingress issues in the Viridian's basements; balconies and courtyards; the roof and gutters;
- Working with the Fire consultants in regard to the sprinkler systems in the basements and completing the implementation of the Interim Fire Safety Measures to reduce the risk impact due to the combustible cladding, thus protecting the complex's buildinginsurance.
- Working with Wise Consulting on a revision of the previously approved Sinking Fund plan to schedule additional works that will increase the pace of repairs to leaks and reflect the need to have funds available for some high-cost items that have moved in priority such as the replacement of lifts and the timing of the replacement of box gutters and parapets to take advantage of the scaffolding and having a Project manager on site.

ITEMS OF BUSINESS

CHAIRPERSON'S REPORT

ITEM 1 – CHAIRPERSON'S REPORT

***Motion 1**: "That the Owners Corporation notes the Chair's Report as presented."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: A Unit Owner foreshadowed their intention to take issue with the Report, specifically the information in paragraph 5 about unapproved flooring, at a subsequent Item in the Agenda. The chair advised that opportunity to speak at Item 15 Viridian Rules Flooring, will be provided later in the meeting. As there was no further discussion, the Report was taken as read and accepted.

BUILDING MAINTENANCE ITEMS

Secretariat Note: *These items covered by Mr Terracini previously in the meeting.*

ITEM 8 – ONGOING MAINTENANCE ISSUES & CONTRACTS

The meeting discussed ongoing maintenance issues, including leak remediation, elevator condition and parapet/gutter remediation.

ITEM 9 – FIRE SAFETY REVIEW

The meeting discussed ongoing provision of fire maintenance to the buildings and the buildings' compliance with the National Construction Code's (NCC) fire safety requirements. A unit owner raised concern over the potential for the fire insurance to be voided by loosely stored material in the basement car park area given that such storage is in breach of the Rules.

ITEM 10– ONGOING DEFECTS

The Owners Corporation was updated on outstanding or ongoing physical building structural defects.

MINUTES

ITEM 2 – MINUTES

***Motion 2**: "That the Owners Corporation adopt the General Meeting Minutes of 18 August 2023 as presented."*

- ***Motion Carried by Ordinary Resolution***

FINANCIAL STATEMENTS AND REPORTS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2022/2023 FINANCIAL STATEMENTS

***Motion 3**: "That the Owners Corporation adopt the audit from Hardwickes as presented and note the requirement for audit of the 2023/24 financial statements."*

- ***Motion Carried by Ordinary Resolution***

***Motion 4**: "That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2023 as presented."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: Two Unit Owners queried the proposal for a new expense of $30,000 for the engagement of person to undertake secretariat support for the EC. EC member, Mr Curry advised that the proposal had been developed in consultation with Grady's who had quantified the amount of funding required, noting the type of skills required for the effective performance of the role. Concern was expressed about the suitably of engaging someone on a part-time basis for the role. Mr Curry noted that secretariat services are ordinarily carried out by the person nominated to the role of Secretary on the EC. However, the increasing demands of the role mean that it is not feasible for these tasks to be undertaken by a volunteer on a part-time basis. Mr Curry advised that the proposal provides a mechanism to increase an EC's capacity and responsiveness.

A member noted that the financial statements did not include a previous year column or a budget column. Grady Strata advised this had been caused by a technical problem and that the intention had been to provide such information. Grady Strata stated that this will be rectified in future financial statements.

PROPOSED ANNUAL BUDGETS 2023/2024

ITEM 4 – ADMINISTRATIVE FUND BUDGET

***Motion 5**: "That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 March 2024, 1 June 2024, 1 September 2024."*

- ***Motion Rescinded by Proposer***

Secretariat Note: A Unit Owner present queried why the dates for the payment of strata levies had changed from January, April, July and October to January, March, June and September. After representative from Grady Strata advised that this was an unintended error replacement motions 5 and 6 were put to the meeting with amended dates for the payment of strata levies.

The meeting noted that levies would be raised on 1 April, 1 July and 1 October as has been the case with previous years.

***AMENDED Motion 5**: "That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 April 2024, 1 July 2024, 1 October 2024."*

- ***Motion Carried by Ordinary Resolution***

ITEM 5 – SINKING FUND BUDGET

***Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 March 2023, 1 June 2023, 1 September 2023."*

- Motion Rescinded by Proposer

***Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 April 2023, 1 July 2023, 1 October 2023."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: The Chair noted advice given at the General Meeting on 18 August 2023, that the Maintenance and Sinking Fund Plan of 2023 was being updated to reflect major works that needed to be: brought forward (the replacement of all five lifts); scheduled with the combustible cladding removal (replacement of the box gutters and parapet repairs, both contributing to leaks); increased in pace (balcony repairs & replacement of tiles in walkways, both contributing to leaks); etc. As foreshadowed in the Treasurer's Report, a General Meeting early in 2024 will be scheduled for the OC to consider and agree on the next version which will include revised Sinking Fund levies for 2024. The EC worked on the update that was received in late October and has forwarded amendments to Wise Solutions in efforts to contain the expected costs, including by postponing some works.

Following a query from a unit owner, the Acting Treasurer advised that the proposed expenditure for 2024 aligns with the 2024 Administrative Fund and approved Sinking Fund Plan. Wise Consulting

has been requested to include works not anticipated when the original plan was developed. It is intended that a new Plan would be presented to owners for consideration at a future General Meeting.

The former Treasurer advised the meeting of the potential need to raise additional special levies in order to mitigate the risk of over-expenditure from the sinking fund.

The former Treasurer further noted that the Sinking Fund Plan is a plan for the accrual of monies to maintain and replace items in future years and the Owner's Corporation should not use the monies held or identified in the Sinking Fund for items that should be in the Administrative Fund. Lift replacement is a good example. There is a line item for each of the lifts in the Sinking Fund and when the lifts are due to be replaced, the monies allocated in the Sinking Fund should be used.

A Unit Owner expressed frustration at substantial delays in progressing repairs to his unit arising from significant water ingress. A representative from Grady's apologised for the delay noting that recent works which were due to commence in September this year and been deferred until February 2024 due to the inability of the contractor engaged to undertake the work to meet the previously agreed timeframe. An owner asked if Grady's had sought recourse via a liquidated damages claim for failure to meet contract milestones. Grady advised that this had not been sought.

The meeting noted the potential need to raise additional special levies in order to mitigate the risk of over-expenditure from the sinking fund.

INSURANCE

ITEM 11- INSURANCE

***Motion 10**: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

- ***Motion Carried by Ordinary Resolution***

ITEM 12 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting discussed ongoing and outstanding insurance claims at Viridian.

CLADDING PROJECT

As an introduction to this item, the Chair welcomed the representative from Dowse Projects, Mr Tim Pryor and invited him to provide an update on the cladding project following the recent Town Hall meeting held on 11 December 2023.

Owners present were advised that:

- Dowse had met with the Viridian Executive (EC) on several occasions to discuss the scope of work and potential opportunities to undertake other remediation works such as the replacement of the parapets and box gutters, concurrently;
- A Request for Tender (RFT) document to identify and select a builder to perform the work is being finalised and will be discussed with the EC prior to release;
- Post the RFT process, Dowse Projects will make a recommendation of a preferred tenderer to the EC taking into account value for money and the capability and capacity of the builder to successfully undertake the work in the preferred timeframe;

- A number of cladding replacement projects have been undertaken by Dowse Projects including The Manhattan Building in the city and Element, in Kingston;
- The cladding work will be sequenced so that only one block of the complex is worked on at a time. This will help to reduce the length of time individual residents are inconvenienced by scaffolding and noisy works. Film can be installed on balcony windows to protect privacy while works are underway;
- It is not anticipated that the builder will need access to individual apartments to undertake work although, if required, this will be negotiated with the unit owner;
- Subject to the availability of the preferred tenderer, it is anticipated that work could commence around April/May 2024 , but it may be as early as February 2004, and once commenced should take approximately 12 months to complete;
- A Project Office will be set up on site and Dowse staff will be in regular, almost daily contact with the EC during the project. Unit Owners will be advised 2 weeks in advance of the commencement of any works which directly impact them;
- Dowse staff will seek advice on preferred communication channels for disseminating information about the project, for the period of the project.

ITEM 6 - LOAN

Motion 7: "*That The Owners – Units Plan 2839 resolves by Special Resolution:*

1. *That the Owners Corporation enter into and execute a loan contract with Lannock Finance Ltd (Lannock) and the ACT Government to fund the Owners Corporations obligations to finance the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and*
   - *That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and*
   - *That the Owners Corporation acknowledges the following things:*
     1. *Loan term of 10 years;*
     2. *The maximum amount of credit available under the loan contract is $5,800,000; and*
     3. *members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."*

- Motion Carried by Special Resolution
For: 57 \| Against: 1 \| Abstain: 0

Secretariat Note: As a follow-on from the cladding project information session held on 11 December 2023 and to comply with an undertaking at that session to provide some cost loan repayment calculations should the Owners Corporation take up the ACT government's offer of a concessional loan, a representative of Grady Strata and Facilities distributed a limited number of copies of indicative cost impacts per unit based on a loan amount of $4.1M and $5.8M. No discussion of these calculations occurred during the meeting. It must be noted that it is not possible to accurately assess interest at this stage, due to interest payments commencing when monies are drawn down, but capital repayments not commencing until the certificate of occupancy of has been issued.

Two Unit Owners spoke in support of the Motion, noting that the proposal represented the most cost-effective means of acquiring the necessary funds to the project. One Unit Owner commented

that repaying the loan over a ten-year period through an increased strata levy was preferrable to paying the full contribution upfront.

Secretariat Note: As Motion 7 was carried by Special Resolution, draft Motions 8 and 9 were not put to the meeting as they were redundant.

OR

ITEM 7 – CLADDING REPLACEMENT LEVY & SPECIAL PURPOSE FUND

Motion 8*: "That the Owners – Units Plan 2839 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a contribution of $5,800,000(inc. GST) to the General Fund. This contribution is to be contributed by owners in accordance with their unit entitlements with the total levy payable to be paid via 3 instalments due on the following schedule:*

1) ***50% due 14 February 2024;***
2) ***25% due 15 April 2024; and***
3) ***25% due 15 May 2024."***

- Motion Not Put

Motion 9: *"That the Owners – Units Plan 2839 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to set aside all $5,800,000 (inc. GST) of levy contributions raised in accordance with Motion 8 of the 14 December 2023 Annual General Meeting to the Cladding Replacement Special Purpose Fund. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution that these funds are to be expended for the purposes replacing identified flammable cladding affixed to the 'Common Property' and/or 'Defined Parts' of Units Plan 2839, including potential ancillary costs."*

- ***Motion Not Put***

OWNERS CORPORATION RULES AMENDMENTS

ITEM 15 – VIRIDIAN RULES - FLOORING

As an introduction to this item, the Chair invited Mr Rumble, a representative of the EC to address the meeting to read out the explanatory notes and the amended wording for Motion 12, as set out below in relation to Rule 1.4.

The chair advised the amendments to the motion were at the request of an Owner prior to the AGM and on receipt of legal advice.

Motion 12: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented.*

Rule 1.4 Erections and alterations
Floor covering

Existing sub-rules (9) to (13) to be replaced with:

" (9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an

extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit as set out in 1.4(11) (also see Rule 1.10).
(10) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering (except kitchens, bathrooms toilets and laundries), and it is in the interests of the peaceful enjoyment of all residents that replacement floor coverings are of a similar acoustic standard. Acoustic testing in the Viridian in 2022 demonstrated that original carpet and underlay achieved 22dB. The impact isolation of floors between tenancies required for all flooring in the Viridian is an LnTw of ≤ 40dB, measured in accordance with AS/NZS ISO 140-7: 2006 Acoustics – Measurement of sound insulation in buildings and of building elements. Part 7: Field measurement of impact sound insulation of floors and rated in accordance with AS ISO 717.2: 2004 Acoustics – Rating of sound insulation in buildings and of building elements, Part 1 Impact sound insulation.
(11) Owners who are considering replacing floor coverings are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission, prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the Owner's unit, e.g. the combined hardwood/vinyl, any additional buildup of the concrete slab, and acoustic underlay, wall and/or ceiling insulation, will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area.

(12) The test report must be from a current member of the Association of Australasian Acoustical Consultants or the Australian Acoustical Society and must include photographs of the test setup and all recorded data. The owner seeking the flooring replacement is responsible for the cost of the acoustic test and report.

(13) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and responding to future noise complaints. This responsibility transfers to future owners of the unit. The Viridian's Building Insurance policy has an exclusion for hard flooring, therefore owners should hold their own insurance policies for such flooring.
(14) The Strata Manager will contact neighbours to seek access to neighbouring units for acoustic testing. The provisions of Rule 1.12 can apply to arranging such access.
(15) Hard flooring systems that were approved at the time this Rule takes effect remain approved under the Rules that applied at the time of their installation. However, permission for their installation does not extend to any subsequent alterations or replacement, ie: a new permission will be required under these Rules for any replacement of existing flooring.
(16) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.
(17) In accordance with Rule 2.6(3), all owners should confirm the installation date with the Strata Manager at least 48 hours prior to the installation of any new floors, carpet or hardflooring."

- Motion Carried by Special Resolution
For: 36 \| Against: 9 \| Abstain: 6

Secretariat note: Prior to the vote, the owner of Unit 151 spoke at length about a personal flooring related matter. On several occasions, the Unit Owner was requested to speak to the Motion or relinquish the floor. Despite these requests, the Owner of Unit 151 continued and made several statements challenging the integrity and honesty of current and former members of the EC in respect of the decision not to approve his application to install hard flooring in 2021. The Owner asserted that the EC had lied and spread misinformation about the matter. U151 made several

unsubstantiated claims including that he had submitted a compliant application in response to Orders made by ACAT following the dismissal of a request for a review of the original ACAT decision. The Unit Owner read an excerpt from a draft report by Michael Phillips, an acoustic consultant, who had conducted a test in U89, stating that the acoustic requirement of LnTw ≤ 40dB for a hard floor in the Viridian could not be met.

The following information was provided by the Chair and Mr Rumble, to refute the claims and correct the record:

- The initial application to install a hard floor in Unit 151 in February 2021 was not approved because the application did not include any technical specifications that the EC could assess
- A second application lodged in early March 2021 was not approved because it did not include any relevant technical specifications which could be assessed
- On 30 March 2021 when the hard floor was installed, the Unit Owner was fully aware that there was no approval to proceed and when spoken to, by the then EC chair, the Unit Owner advised that '*as the approval process was not progressing within our moving schedule, we decided to do the install and deal with any consequences later*'
- The decisions made by the EC and the actions taken in relation to the dispute were examined in two separate ACAT processes which found in favour of the Viridian Owners Corporation
- The EC was advised by the manufacturer of the underlay product which was available previously, and approved for a installation in the complex, that the technical specifications for the product had changed in 2019, although the product name did not. As a consequence, the underlay product referenced in U151's application in 2022 was not technically equivalent to a product of the same name referenced in an application prior to 2020. The variation in performance was obvious when the technical specifications for the product from different years were compared with each other. U151 was advised of this discrepancy at the time his application was not approved.
- The owner of U151 said he has made three offers of compensation in relation to costs incurred by the OC. The EC did make a counter-offer to the first offer, accepting the reduction in costs if the non-compliant floor were to be replaced with a compliant floor, preferably carpet. The owner of Unit 151 did not accept this and in late November offered the same amount; a reduction in monies owed to the OC which ACAT orders allow the OC to recover. The third offer was received on the eve of the AGM and is under consideration.
- Despite the ACAT rulings, the owner of Unit 151 has not included a remedy for the non-approved hard floor in any offers and that unit's flooring remains non-complaint and unapproved, to the detriment of the unit owners who live below and around Unit 151.
- The version of the report from Michael Phillips Acoustics that U151 referred to, which was not commissioned by the EC, was a draft report for flooring in relation to Unit 89 only. In July 2023, Michael Phillips acknowledged by email that that report was only a draft report and apologised to the EC as it had been sent in error. A copy of this email was distributed in August 2023 with the General meeting minutes of 18 August 2023. It was also included with the minutes attached to that AGM package. It is incorrect to continue to quote from this draft report or to assert that the conclusions of the draft report are correct.

Other comments from the floor by some Unit Owners in response to Unit 151's claims and the proposed Motion included that:

- The Viridian should be looking forward and keeping the building modern. Hard flooring is a popular flooring choice and when installed can increase the value of the property. The current hard flooring rule could be considered out-dated and restrictive, and perhaps AAAC 4 star should be considered;
- One member advised they did not like timber and that vinyl flooring should be able to be installed, and, if AAAC 4 star was permitted it would be. Additionally, vinyl flooring is preferable as the low profile means that door heights and architraves do not need to be adjusted;
- Other members stated that AAAC 4 star is not appropriate and should not be supported in a complex like the Viridian as it will result in substantial noise intrusion between apartments and neighbours;
- The requirement for AAAC 6 star is supported and for some Unit Owners is the principle reason why they selected the Viridian complex over other unit complexes with a lower acoustic standard. For this reason, the proposed Motion is supported;
- One member stated, the EC has been constructive and helpful regarding the resolution of his non-approved hard floor, which unknown to him had been installed by a previous owner without approval. If Unit Owners are found to be in breach of the Rules they should take appropriate action to correct the breach themselves;
- Changes to flooring are a personal choice, and in exercising that choice Unit Owners must comply with the Rules which operate to preserve the peaceful amenity of all Unit Owners.

The chairperson advised a further matter related to flooring has arisen since an ACAT hearing held on 30 November 2023 involving the Viridian EC and owners Craven and Gilks.

The chair introduced Mr Bhanuka Seneviratna, representative of Trinity Law.
Mr Seneviratna read excerpts of a letter dated 13 December 2023
+ from Trinity Law to the Viridian executive committee, which outlined recent ACAT rulings, the responsibility of the EC to enforce the rules, and the appeal tribunal orders.

Mr Seneviratna summarised the legal advice noting that:

- An ACAT proceeding (UT 40/2021) found a breach of Rule 6.5 of the Viridian Rules (2017) by Mr Robert Craven and Ms Katherine Gilks, with ACAT ordering the remediation of the unapproved floor and the recovery of 'reasonable costs.'
- A subsequent Appeal of that decision by Mr Craven and Ms Gilks, was dismissed by ACAT which re-made orders for the remediation of the floor and the payment of reasonable expenses to the Owners Corporation and additional expenses which had been incurred defending the Appeal
- The re-made orders have been found by the ACT Magistrates Court to be insufficient to prosecute, a step required in view of Mr Craven and Ms Gilks ongoing non-compliance with the orders
- A recent, further application made to ACAT on behalf of the Owners Corporation to include a general order on the liability of Mr Craven and Ms Gilks for costs that could be enforced in the Magistrates Court. The application failed, highlighting the jurisdictional constraints that ACAT operates within.
- Not taking action against Mr Craven and Ms Gilks is problematic, principally because the Owners Corporation would be in breach of its obligations to enforce the Rules and would therefore expose itself to action from other owners such as the neighbours of Mr Craven

and Ms Gilks, who have been negatively impacted by the installation of the unapproved floor. A recent ACT Supreme Court decision is noted in the letter which points to further exposure of the Owners Corporation if nothing is done to remedy the breach.

- The letter points to a possible remedy, making an Application to the Supreme Court for the removal and replacement of the unapproved hard floor and the settlement of reasonable costs. This is the reason the EC decided that the Owners Corporation should be aware of the letter.

The Chair thanked Mr Seneviratna and advised that a copy of the correspondence would be provided to all Unit Owners following the meeting.

ITEM 16 – VIRIDIAN RULES - Charging Electric Vehicles and transport options (replacing Rules 3.2(4)

Motion 13: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rule as presented, and related changes to be reflected in Appendix A and to seek legal advice with a view to ensuring that the framework for charging of electric transport options complies with regulatory requirements".*

Rule 1.4 Erections and alterations
Charging of electric transport options at the Viridian

There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager detailing:

a. The type of transport option being charged ie EV scooter, EV bike, EV mobility device, EV car type - Hybrid/plugin hybrid/full EV.
b. The choice of charging option:
i. 11kw charger
ii. 240 V, 10 amp power point
c. A quote from a suitably qualified contractor detailing the feasibility of installing the desired charging option.
d. The actual parking spot being impacted.
2. If the application received by Grady Strata is not complete with the required 4 items, then the application will be returned to the applicant marked incomplete - not approved.
3. If the applicant has a detailed charging history or documentation that impacts the estimated weekly hours of charging from the Cost Recovery table in Appendix A, then this should be submitted to the Strata Manager and a request for cost recovery calculation adjustment be submitted.
4. The charging of all electric transport options is to take place in the basement garage as instructed by ACT Fire Services.

- Motion Carried by Special Resolution
For: 29 \| Against: 6 \| Abstain: 2

Secretariat note: Prior to the vote and following an invitation for comment on this item, Mr Curry noted that the proposal would apply to all Unit Owners, not just those with electric cars. The

intention is for the charging of all EV units such as scooters, bikes and mobility aids to be prohibited on residential floors and in common areas other than the basement.

A Unit Owner queried whether there would be a limited number of car spaces approved for electric charging under the proposal. Mr Curry noted that under the current electric infrastructure, there would be a finite number of spaces that could be approved initially, although it is likely in the future that additional spaces could be configured as advances in technology were realised.

A Unit Owner queried whether high speed charging was proposed. Mr Curry advised that the current infrastructure can only support 10 amp or 11kW charging but not fast/high speed charging.

EXECUTIVE COMMITTEE

ITEM 13 – EXECUTIVE COMMITTEE ELECTION

There being no other nominations, the meeting elected Mr Steve Rumble, Mr Rob Craven and Mr John Thorpe to form the executive committee.

NUMBER OF POSITIONS ON THE EXECUTIVE COMMITTEE

Motion 11: *"That the Owners Corporation agree to create seven Executive Committee Positions until the next Annual General Meeting".*

- ***Motion Carried By Ordinary Resolution***

Secretariat note:
No nominations were received from the floor despite encouragement.

Reflecting on the discussion at Item 15, Viridian Rules – Flooring and Item 17, General Business specifically the advice from Trinity Law, a Unit Owner sought advice regarding how conflicts of interest could practically be managed if Mr Craven was appointed to the EC. The Chair advised that Mr Craven's appointment would be administratively challenging, particularly if the Committee only comprised three members as additional work would need to be taken on by the other two members.

The Chair noted that the legislation required the appointment of a minimum of three members and a maximum of seven. Mr Craven stated that he would use his best endeavours to assist the Committee and if another nomination came forward, he would step aside.

ITEM 14 – DELEGATIONS

The meeting discussed the adequacy of authorisations, delegations, and appointments in force.

GENERAL BUSINESS

ITEM 17 – GENERAL BUSINESS

Any other business as provided to Grady Strata and Facilities at least 5 working days in advance of the meeting.

Motion 14: *"That the Owners Corporation authorise the Executive Committee in accordance with Schedule 2, Section 2.5 & 2.6 to approve the action urgently undertaken to date, and the action to be taken, and to expend funds up to a limit of $30,000 to defend proceedings initiated by the owner of*

Unit 165, including any ACT Civil and Administrative Tribunal (ACAT) proceedings, or associated legal work."

- ***Motion Carried by Ordinary Resolution***

Secretariat note: The Chair noted that the Owner's Corporation has incurred legal expenses defending an action brought by a Unit Owner, who had secured legal representations for a matter in ACAT. At the time, the EC requested Trinity Law prepare the defence which was estimated to cost less than $10,000 which is the EC delegation under UTMA. After three ACAT preliminary hearings, when the case was to be heard, the unit owner had relinquished their legal representation and ACAT asked Trinity Law to undertake a scope of work, which incurred additional legal expenses. The Unit Owner subsequently withdrew the action, but the costs had already been incurred. Enquiries have been made with our Insurer in respect of potential recovery of these costs. Should that request not be supported by the Insurer, options for recovery of these expenses from the Unit Owner may require the EC to seek further legal advice.

CONTINGENCY FUND

Motion 15: *"That The Owners – Units Plan 2839 resolves by Special Resolution:*

1. *That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (Lannock) to fund the Owners Corporation's obligations to finance part of the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and*
2. *That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and*
3. *That the Owners Corporation acknowledges the following things:*
   a) *Loan term of 5 years;*
   b) *The maximum amount of credit available under the loan contract is $580,000; and*
   c) *members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."*

- ***Motion Carried Unanimously by Special Resolution***

Secretariat note: The Chair advised that Motion 15 was prepared in response to the positive views expressed at the Town Hall meeting held on 11 December 2023 about the preferred source of funding for the cladding project. The purpose of this Motion is to facilitate a contingency fund as the loan application process requires an Owners Corporation to hold in reserve as a condition of the Concessional Loan, 10% of the proposed borrowing amount.

PRELIMINARY AND ADMINISTRATIVE LOAN APPLICATION

Motion 16: *That the Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. *That the owners corporation enter into a Participant Deed with the ACT Government ; prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.*
2. *That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings*

Cladding Scheme, together with associated costs.

3. *That the Owner Corporation's seal be affixed to the loan contract in the presence of any of the following:*
   a) *At least two executive committee members, one of whom must be the chairperson or secretary; or*
   b) *The Manager and one member of the executive committee; or*
   c) *The Manager alone.*
4. *That the Owners Corporation acknowledges the following things:*
   (a) *A copy of the proposed loan contract, the terms and conditions and a prescribed notice, will be forwarded to owners after the meeting;*
   (b) *The maximum amount of credit available under the loan contract is $110,000.00;*
   (c) *Members of the Owner's Corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and*
   (d) *A drawdown instruction may be signed by any of the following:*
      i. *Any two members of the executive Committee; or*
      ii. *The Manager and one member of the Committee; or*
      iii. *The Manager alone.*

- ***Motion Carried Unanimously by Special Resolution***

Secretariat note: The Chair advised that Motion 16 was prepared in response to the positive views expressed at the Town Hall meeting held on 11 December 2023 regarding the proposal to opt into the ACT Government Cladding Loan Scheme as the preferred source of funding for the cladding project. The purpose of the Motion is to enable an application to Lannock Financing up to the value of $110, 000 to cover costs associated with investigations and tender processes for the cladding remediation ($100,000) and loan administration ($10,000).

EXTERNAL SCREENS

A Unit Owner queried whether the external screens on windows facing Printers Way could be removed in association with the cladding removal project. It was noted that the screens are common property. Another owner did not support their removal, suggesting the problem of failed mechanisms for opening them should be addressed. No decision was made.

UTILITY OF ZOOM MEETINGS

The Chair sought feedback on the suitability and cost-effectiveness of using Zoom as an additional mechanism for hosting the AGM. Unit Owners were advised that $3500 had been expended on the venue and the requisite IT resources for the AGM. This compared to $500 for the room only at Eastlakes which does not have Zoom capability. A Unit Owner queried whether other venues may be less expensive. Another Unit Owner advised that he was aware that venues with similar capability in the city cost between $4500 - $5000. The Chair agreed that prior notice of any proposal to cease offering Zoom should be notified in advance, possibly for the next General Meeting. Others present suggested the EC should investigate the utility and cost-effectiveness of conducting meetings by Zoom, however the Chair questioned whether this was appropriate for an EC of three members facing the workload just considered by this AGM and invited a volunteer to step forward to assist them.

VOTE OF THANKS

There was motion from the floor to express thanks to the outgoing EC who had presided over a very difficult time.

So thank you to the outgoing committee and best wishes for the incoming committee.

Motion Carried Unanimously by Ordinary Resolution

Secretariat note:

The Chair thanked the 2023 EC and all at Grady Strata & Facilities for their assistance during their challenging first year at The Viridian

Meeting closed at 8:37pm

Signed by members of the Executive Committee

Steve Rumble		*27 December 2023*
(Name)	*(Signature)*	*(Date)*
John Thorpe		*27 December 2023*
(Name)	*(Signature)*	*(Date)*

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 2839

A2 Annual General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 14th December 2023

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened**
The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

O **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
14th December 2023	Annual General Meeting Notice of Reduced Quorum Decisions Attached

A4 Owners corporation declaration

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

…..... [*15th December 2023*]

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

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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).

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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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ANNUAL GENERAL MEETING
'Viridian'
45-47 WENTWORTH AVE, 51-55 DAWES ST, 54-56 PRINTERS WAY & 50-56 EYRE ST, KINGSTON
NOTICE OF REDUCED QUORUM DECISIONS

Held at Rydges Hotel, 17 Canberra Avenue, Griffith, ACT on the 14th of December at 5:30pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 1, 4, 5, 17, 20, 23, 27, 47, 48, 56, 62, 64, 68, 71, 74, 76, 77, 78, 88, 89, 94, 96, 97, 98, 100, 101, 104, 105, 106, 109, 111, 112, 121, 124, 126, 130, 135, 144, 145, 150, 151, 154, 155, 165, 173

Proxies: Representatives for Lots: 2, 8, 9, 14, 15, 129, 132, 147

Absentee Voting Forms: 123, 59, 46, 117, 141

CHAIRPERSON'S REPORT

ITEM 1 – CHAIRPERSON'S REPORT

***Motion 1**: "That the Owners Corporation notes the Chair's Report as presented."*

- ***Motion Carried By Ordinary Resolution***

MINUTES

ITEM 2 – MINUTES

***Motion 2**: "That the Owners Corporation adopt the General Meeting Minutes of 18 August 2023 as presented."*

- ***Motion Carried By Ordinary Resolution***

FINANCIAL STATEMENTS AND REPORTS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2022/2023 FINANCIAL STATEMENTS

***Motion 3**: "That the Owners Corporation adopt the audit from Hardwickes as presented and note the requirement for audit of the 2023/24 financial statements."*

- ***Motion Carried By Ordinary Resolution***

***Motion 4**: "That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2023 as presented."*

- ***Motion Carried By Ordinary Resolution***

PROPOSED ADMINISTRATIVE BUDGET 2023/2024

ITEM 4 – ADMINISTRATIVE FUND BUDGET

***Motion 5**: "That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 March 2024, 1 June 2024, 1 September 2024."*

- ***Motion Rescinded***

***AMENDED Motion 5**: "That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 April 2024, 1 July 2024, 1 October 2024."*

- ***Motion Carried By Ordinary Resolution***

ITEM 5 – SINKING FUND BUDGET

***Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 March 2023, 1 June 2023, 1 September 2023."*

- ***Motion Rescinded***

***AMENDED Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 April 2023, 1 July 2023, 1 October 2023."*

- ***Motion Carried By Ordinary Resolution***

FUNDING OF CLADDING PROJECT

ITEM 6 - LOAN

To discuss the entry of Units Plan 2839 in to a loan with the ACT Government and/or Lannock Finance for cladding replacement works.

Motion 7 (RECOMMENDED): "*That The Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. *That the Owners Corporation enter into and execute a loan contract with Lannock Finance Ltd (Lannock) and the ACT Government to fund the Owners Corporations obligations to finance the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and*

- *That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and*
- *That the Owners Corporation acknowledges the following things:*
  a) *Loan term of 10 years;*
  b) *The maximum amount of credit available under the loan contract is $5,800,000; and*
  c) *members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."*

- ***Motion Carried by Special Resolution***

OR, IF MOTION 7 SHOULD FAIL:

ITEM 7 – CLADDING REPLACEMENT LEVY & SPECIAL PURPOSE FUND

Motion 8*: "That the Owners – Units Plan 2839 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a contribution of $5,800,000(inc. GST) to the General Fund. This contribution is to be contributed by owners in accordance with their unit entitlements with the total levy payable to be paid via 3 instalments due on the following schedule:*

1) 50% due 14 February 2024;
2) 25% due 15 April 2024; and
3) 25% due 15 May 2024

- ***Motion Rescinded***

Motion 9: *"That the Owners – Units Plan 2839 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to set aside all $5,800,000 (inc. GST) of levy contributions raised in accordance with Motion 8 of the 14 December 2023 Annual General Meeting to the Cladding Replacement Special Purpose Fund. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution that these funds are to be expended for the purposes replacing identified flammable cladding affixed to the 'Common Property' and/or 'Defined Parts' of Units Plan 2839, including potential ancillary costs."*

- ***Motion Rescinded***

INSURANCE

ITEM 11- INSURANCE

Motion 10*: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

- ***Motion Carried by Ordinary Resolution***

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 13 – EXECUTIVE COMMITTEE ELECTION

Motion 11: *"That the Owners Corporation agree to create 7 Executive Committee Positions and appoint Steven Rumble, John Thorpe, and Robert Craven to stand as Executive Committee members until the next Annual General Meeting".*

- ***Motion Carried by Ordinary Resolution***

OWNERS CORPORATION RULES AMENDMENTS

ITEM 15 – VIRIDIAN RULES - FLOORING

Motion 12: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented, subject to legal advice on this and related changes to be reflected in Appendix A.*

Rule 1.4 Erections and alterations
Floor covering

Existing sub-rules (9) to (13) to be replaced with:

" (9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit as set out in 1.4(11) (also see Rule 1.10).
(10) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering (except kitchens, bathrooms toilets and laundries), and it is in the interests of the peaceful enjoyment of all residents that replacement floor coverings are of a similar acoustic standard. Acoustic testing in the Viridian in 2022 demonstrated that original carpet and underlay achieved 22dB. The impact isolation of floors between tenancies required for all flooring in the Viridian is an LnTw of ≤ 40dB, measured in accordance with ***AS/NZS ISO 140-7: 2006 Acoustics – Measurement of sound insulation in buildings and of building elements. Part 7: Field measurement of impact sound insulation of floors and rated in accordance with AS ISO 717.2: 2004 Acoustics – Rating of sound insulation in buildings and of building elements, Part 1 Impact sound insulation.***
(11) Owners who are considering replacing floor coverings are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission, prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the Owner's unit, e.g. the combined hardwood/vinyl, any additional build up of the concrete slab, and acoustic underlay, wall and/or ceiling insulation, will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area.

(12) The test report must be from a current member of the Association of Australasian Acoustical Consultants or the Australian Acoustical Society and must include photographs of the test setup and all recorded data. The owner seeking the flooring replacement is responsible for the cost of the acoustic test and report.

(13) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and responding to future noise complaints. This responsibility transfers to future owners of the unit. The Viridian's Building Insurance policy has an exclusion for hard flooring, therefore owners should hold their own insurance policies for such flooring.
(14) The Strata Manager will contact neighbours to seek access to neighbouring units for acoustic testing. The provisions of Rule 1.12 can apply to arranging such access.
(15) Hard flooring systems that were approved at the time this Rule takes effect remain approved under the Rules that applied at the time of their installation. However, permission for their installation does not extend to any subsequent alterations or replacement, ie: a new permission will be required under these Rules for any replacement of existing flooring.
(16) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.
(17) In accordance with Rule 2.6(3), all owners should confirm the installation date with the Strata Manager at least 48 hours prior to the installation of any new floors, carpet or hard flooring."

- ***Motion Carried by Special Resolution***

ITEM 16 – VIRIDIAN RULES - Charging Electric Vehicles and transport options (replacing Rule 3.2(4)

Motion 13: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rule as presented, subject to legal advice on this and related changes to be reflected in Appendix A.*

Rule 1.4 Erections and alterations
Charging of electric transport options at the Viridian

There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager detailing:
a. The type of transport option being charged ie EV scooter, EV bike, EV mobility device, EV car type - Hybrid/plugin hybrid/full EV.
b. The choice of charging option:
i. 11kw charger
ii. 240 v 10amp power point
c. A quote from a suitably qualified contractor detailing the feasibility of installing the desired charging option.
d. The actual parking spot being impacted.
2. If the application received by Grady Strata is not complete with the required 4 items, then the application will be returned to the applicant marked incomplete - not approved.
3. If the applicant has a detailed charging history or documentation that impacts the estimated weekly hours of charging from the Cost Recovery table in Appendix A, then this should be submitted to the Strata Manager and a request for cost recovery calculation adjustment be submitted.
4. The charging of ALL electric transport options is to take place in the basement garage as instructed by ACT Fire Services.

- ***Motion Carried by Special Resolution***

GENERAL BUSINESS

ITEM 17 – GENERAL BUSINESS

***Motion 14**: "That the Owners Corporation authorise the Executive Committee in accordance with Schedule 2, Section 2.5 & 2.6 to approve the action urgently undertaken to date, and the action to be taken, and to expend funds up to a limit of $30,000 to defend proceedings initiated by the owner of Unit 165, including any ACT Civil and Administrative Tribunal (ACAT) proceedings, or associated legal work."*

- ***Motion Carried by Ordinary Resolution***

***Motion 15:** "That The Owners – Units Plan 2839 RESOLVES by Special Resolution:*

a) That the Owners Corporation enter into and execute a loan contract with Lannock Captial 2 Pty Limited (Lannock) to fund the Owners Corporations obligations to finance part of the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and

• That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and

• That the Owners Corporation acknowledges the following things:

a) Loan term of 5 years;

b) The maximum amount of credit available under the loan contract is $580,000; and

c) members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."

- ***Motion Carried Unanimously by Special Resolution***

***Motion 16:** That the Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. *That the owners corporation enter into a Participant Deed with the ACT Government; prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.*
2. *That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings Cladding Scheme, together with associated costs.*
3. *That the Owner Corporation's seal be affixed to the loan contract in the presence of any of the following:*
   a) *At least two executive committee members, one of whom must be the chairperson or secretary; or*
   b) *The Manager and one member of the executive committee; or*
   c) *The Manager alone.*
4. *That the Owners Corporation acknowledges the following things:*
   (a) *A copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;*
   (b) *The maximum amount of credit available under the loan contract is $110,000.00;*

(c) *Members of the Owner's Corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and*

(d) *A drawdown instruction may be signed by any of the following [strike out those that do not apply]:*

d) *Any two members of the executive Committee; or*

e) *The Manager and one member of the Committee; or*

f) *The Manager alone.*

- ***Motion Carried Unanimously by Special Resolution***

UNITS PLAN 2839 – VIRIDIAN
45 WENTWORTH AVE, KINGSTON
2023 ANNUAL GENERAL MEETING MINUTES

Held at Rydges Hotel on the 14th of December 2023 at 5:30 pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: 1, 4, 5, 17, 20, 23, 27, 47, 48, 56, 62, 64, 68, 71, 74, 76, 77, 78, 88, 89, 94, 96, 97, 98, 100, 101, 104, 105, 106, 109, 111, 112, 121, 124, 126, 130, 135, 144, 145, 150, 151, 154, 155, 165, 173

Proxies: Representatives for Lots:

Lot 2 – exercised by Lot 151,

Lot 8 – exercised by Lot 151,

Lot 9 – exercised by Lot 151,

Lot 14 – exercised by Lot 151,

Lot 15 – exercised by Lot 151,

Lot 129 – exercised by Lot 130,

Lot 132 – exercised by Lot 130,

Lot 147 – exercised by Lot 154,

Absentee Voting Forms: 123, 59, 46, 117, 141

Grady Strata and Facilities were represented by Mr M. Terracini and Mr P. Gills.

The Chair called the meeting to order at 5:45pm.
Chairperson Ms Helen Donaldson welcomed members of the Owners Corporation to the Annual General Meeting and advised all present and online, that the AGM meeting package including all meeting papers, financial documents was circulated to all owners and would be taken as red. As the required number of OC members for a quorum were not present, the Chair advised that non-voting Items, specifically Items 8, 9 and 10 would be brought forward, and other changes to the order to accommodate a presentation by Dowse Projects ahead of the motions on Cladding.

The chair introduced Mr Mark Terracini and Mr Patrick Gills representing Grady Strata and Facilities.

The chair then invited a representative of Grady Strata and Facilities to provide a review of 2023 for the Viridian Complex and what may lie ahead for 2024.
Mark Terracini commenced the meeting with an overview of the works conducted throughout Viridian in 2023.

A number of significant achievements were noted for 2023 including:

- Closure of the insurance claim and completion of works resulting from the 2019 hailstorm;
- Commissioning an independent review of the Viridian Lifts following advice from the service provider that they needed to be replaced ahead of schedule as described in the present sinking fund;
- Commissioning Wise Consulting to assist the EC to select the preferred candidate as Project Manager for the Combustible Cladding Replacement project;
- Appointing Dowse Projects to manage the Combustible Cladding Replacement project;
- Working with Peak Consulting to prepare a plan to address more strategically the multiple water ingress issues in the Viridian in basements; balconies and courtyards; the roof and gutters;
- Working with the Fire consultants in regard to the sprinkler systems in the basements and completing the implementation of the Interim Fire Safety Measures to reduce the risk impact due to the combustible cladding, thus protecting the complex's building insurance.
- Working with Wise Consulting on a revision of the previously approved Sinking Fund plan to schedule additional works that will increase the pace of repairs to leaks and reflect the need to have funds available for some high-cost items that have moved in priority such as the timing of the replacement of box gutters and parapets to take advantage of the scaffolding and having a Project manager on site.

A further query was raised about loose items stored in the basement and potential fire risk. Owners were advised that the basement is monitored in respect of stored items and further consideration of potential fire risk would be possible at Item 16, Viridian Rules - Charging Electric Vehicles and Transport Options.

ITEMS OF BUSINESS

CHAIRPERSON'S REPORT

ITEM 1 – CHAIRPERSON'S REPORT

***Motion 1**: "That the Owners Corporation notes the Chair's Report as presented."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: A Unit Owner foreshadowed their intention to challenge the Report, specifically the information in paragraph 5 about unapproved flooring and legal expenses, at a subsequent Item in the Agenda. The chair advised that opportunity to speak at Item 15 Viridian Rules Flooring, will be provided later in this meeting. As there was no further discussion, the Report which was taken as read and accepted.

BUILDING MAINTENANCE ITEMS

***Secretariat Note:** These items covered by Mr M Terracini previously in the meeting.*

ITEM 8 – ONGOING MAINTENANCE ISSUES & CONTRACTS

The meeting discussed ongoing maintenance issues, including leak remediation, elevator condition and parapet/gutter remediation.

ITEM 9 – FIRE SAFETY REVIEW

The meeting discussed ongoing provision of fire maintenance to the building and the buildings compliance with the National Construction Code's (NCC) fire safety requirements. Concern was raised over the fire danger presented by loosely stored material in the basement car park area.

ITEM 10– ONGOING DEFECTS

The Owners Corporation was updated on outstanding or ongoing physical building structural defects.

MINUTES

ITEM 2 – MINUTES

***Motion 2**: "That the Owners Corporation adopt the General Meeting Minutes of 18 August 2023 as presented."*

- ***Motion Carried by Ordinary Resolution***

FINANCIAL STATEMENTS AND REPORTS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2022/2023 FINANCIAL STATEMENTS

***Motion 3**: "That the Owners Corporation adopt the audit from Harwickes as presented and note the requirement for audit of the 2023/24 financial statements."*

- ***Motion Carried by Ordinary Resolution***

***Motion 4**: "That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2023 as presented."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: Two Unit Owners queried the proposal for a new expense of $30,000 for the engagement of person to undertake secretariat support for the EC. EC member, Mr Curry advised that the proposal had been developed in consultation with Grady's who had quantified the amount of funding required, noting the type of skills required for the effective performance of the role. Concern was expressed about the suitably of engaging someone on a part-time basis for the role. Mr Curry noted that secretariat services are ordinarily carried out by the person nominated to the role of Secretary on the EC. However, the increasing demands of the role mean that it is not feasible for these tasks to be undertaken by a volunteer on a part-time basis. Mr Curry advised that the proposal provides a mechanism to increase an EC's capacity and responsiveness.

A member noted that the financial statements did not include a 'previous year' column, Could **ALL** future statements of the financial position for the Viridian OC must include the previous year's column or statement for comparative purposes.

PROPOSED ADMINISTRATIVE BUDGET 2023/2024

ITEM 4 – ADMINISTRATIVE FUND BUDGET

***Motion 5**: "That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 March 2024, 1 June 2024, 1 September 2024."*

- ***Motion Rescinded***

Secretariat Note: A Unit Owner present queried why the dates for the payment of strata levies had changed from January, April, July and October to January, March, June and September. A representative from Grady's advised that this was an unintended error. Motion 5 and subsequently Motion 6 were amended to correct the error regarding the months for the payment of strata levies.

The meeting noted that levies should be raised in 1 April, 1 July and 1 October as with previous years, to allow for greater time between levies.

***AMENDED Motion 5**: "That the Owners Corporation adopts an administrative budget of $836,850 (GST Exclusive) for the 2023/2024 financial year and strike levies according to unit entitlement to fall due on 14 January 2024, 1 April 2024, 1 July 2024, 1 October 2024."*

- ***Motion Carried by Ordinary Resolution***

ITEM 5 – SINKING FUND BUDGET

***Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 March 2023, 1 June 2023, 1 September 2023."*

- ***Motion Rescinded***

***AMENDED Motion 6**: "That the Owners Corporation adopts the proposed Sinking Fund expenditure of $615,704 (GST exclusive) and a Sinking Fund levy of $462,000(GST exclusive) for the 2023/2024 financial year and strike four equal levies according to unit entitlement to fall due on 14 January 2023, 1 April 2023, 1 July 2023, 1 October 2023."*

- ***Motion Carried by Ordinary Resolution***

Secretariat Note: The Chair noted advice given at the General Meeting on 18 August 2023, that the Maintenance and Sinking Fund Plan of 2023 was being updated to reflect major works that needed to be: brought forward (the replacement of all five lifts); scheduled with the combustible cladding removal (replacement of the box gutters and parapet repairs, both contributing to leaks); increased in pace (balcony repairs & replacement of tiles in walkways, both contributing to leaks); etc. As foreshadowed in the Treasurer's Report, a General Meeting early in 2024 will be scheduled for the OC to consider and agree on the next version which will include revised Sinking Fund levies for 2024. The EC worked on the update that was received in late October and has forwarded amendments to Wise Solutions in efforts to contain the expected costs, including by postponing some works.

Following a query, the Acting Treasurer advised that the proposed expenditure for 2024 aligns with the 2024 Administrative Fund and current Sinking Fund Plan, although work is underway to revise

the Sinking Fund Plan to incorporate new work, and work not anticipated when the original Plan was developed. Wise Consulting has been engaged for this purpose and it is intended that a new Plan will be presented to owners for consideration at a future General Meeting.

The former Treasurer further noted that the Sinking Fund Plan is a plan for the accrual of monies to maintain and replace items in future years and the Owner's Corporation should not use the monies held or identified in the Sinking Fund for items that should be in the Administrative Fund. Lift replacement is a good example. There is a line item for each of the lifts in the Sinking Fund and when the lifts are due to be replaced, the monies allocated in the Sinking Fund should be used.

A Unit Owner expressed frustration at substantial delays in progressing repairs to his unit arising from significant water ingress. A representative from Grady's apologised for the delay noting that recent works which were due to commence in September this year and been deferred until February 2024 due to the inability of the contractor engaged to undertake the work to meet the previously agreed timeframe. An owner asked if Grady's had sought recourse via a liquidated damages claim for failure to meet contract milestones. Grady advised that this had not been sought.

The meeting noted the potential need to raise additional special levies in order to mitigate the risk of over-expenditure from the sinking fund.

INSURANCE

ITEM 11- INSURANCE

***Motion 10**: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

- ***Motion Carried by Ordinary Resolution***

ITEM 12 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting discussed ongoing and outstanding insurance claims at Viridian.

CLADDING PROJECT

As an introduction to this item, the Chair welcomed the representative from Dowse Projects, Mr Tim Pryor and invited him to provide an update on the cladding project following the recent Town Hall meeting held on 11 December 2023.

Owners present were advised that:

- Dowse had met with the Viridian Executive (EC) on several occasions to discuss the scope of work and potential opportunities to undertake other remediation works such as the replacement of the parapets and box gutters, concurrently;
- A Request for Tender (RFT) document to identify and select a builder to perform the work is being finalised and will be discussed with the EC prior to release;
- Post the RFT process, Dowse Projects will make a recommendation of a preferred tenderer to the EC taking into account value for money and the capability and capacity of the builder to successfully undertake the work in the preferred timeframe;

- A number of cladding replacement projects have been undertaken by Dowse Projects including The Manhattan Building in the city and Element, in Kingston;
- The cladding work will be sequenced so that only one block of the complex is worked on at a time. This will help to reduce the length of time individual residents are inconvenienced by scaffolding and noisy works. Film can be installed on balcony windows to protect privacy while works are underway;
- It is not anticipated that the builder will need access to individual apartments to undertake work although, if required, this will be negotiated with the unit owner;
- Subject to the availability of the preferred tenderer, it is anticipated that work could commence around April/May 2024 , but it may be as early as February 2004, and once commenced should take approximately 12 months to complete;
- A Project Office will be set up on site and Dowse staff will be in regular, almost daily contact with the EC during the project. Unit Owners will be advised 2 weeks in advance of the commencement of any works which directly impact them;
- Dowse staff will seek advice on preferred communication channels for disseminating information about the project, for the period of the project.

ITEM 6 - LOAN

Motion 7 (RECOMMENDED): "*That The Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. *That the Owners Corporation enter into and execute a loan contract with Lannock Finance Ltd (Lannock) and the ACT Government to fund the Owners Corporations obligations to finance the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and*
   - *That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and*
   - *That the Owners Corporation acknowledges the following things:*
     a) *Loan term of 10 years;*
     b) *The maximum amount of credit available under the loan contract is $5,800,000; and*
     c) *members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."*

- Motion Carried by Special Resolution
For: 57 \| Against: 1 \| Abstain: 0

Secretariat Note: A representative of Grady Strata and Facilities tabled indicative cost impacts per unit based on a loan amount of $4.1M and $5.8M.
It must also be noted that it is not possible to accurately assess interest at this stage, due to interest payments commencing from when monies are drawn down. The circulated tables are estimates only as requested at the meeting held on 11 December 2023.

Two Unit Owners spoke in support of the Motion, noting that the proposal represented the most cost-effective means of acquiring the necessary funds to the project. One Unit Owner commented that repaying the loan over a ten-year period through an increased strata levy was preferrable to paying the full contribution upfront.

Secretariat Note: As the Recommended Motion 7 was carried by Special Resolution, the alternative Motion 8 was rescinded. Further, Motion 9 was not required as Motion 8 was rescinded.

OR

ITEM 7 – CLADDING REPLACEMENT LEVY & SPECIAL PURPOSE FUND

Motion 8*: "That the Owners – Units Plan 2839 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a contribution of $5,800,000(inc. GST) to the General Fund. This contribution is to be contributed by owners in accordance with their unit entitlements with the total levy payable to be paid via 3 instalments due on the following schedule:*

1) ***50% due 14 February 2024;***
2) ***25% due 15 April 2024; and***
3) ***25% due 15 May 2024."***

- ***Motion Rescinded***

Motion 9: *"That the Owners – Units Plan 2839 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to set aside all $5,800,000 (inc. GST) of levy contributions raised in accordance with Motion 8 of the 14 December 2023 Annual General Meeting to the Cladding Replacement Special Purpose Fund. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution that these funds are to be expended for the purposes replacing identified flammable cladding affixed to the 'Common Property' and/or 'Defined Parts' of Units Plan 2839, including potential ancillary costs."*

- ***Motion Rescinded***

OWNERS CORPORATION RULES AMENDMENTS

ITEM 15 – VIRIDIAN RULES - FLOORING

As an introduction to this item, the Chair invited Mr Rumble, a representative of the EC to address the meeting to read the explanatory notes relating to the revision of the rule and to advise the amended wording for Motion 12, as set out below in relation to Rule 1.4.
The chair advised the additional re-wording of the motion was at the request of an Owner prior to the AGM and on receipt of legal advice on the wording.

Motion 12: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented, subject to legal advice on this and related changes to be reflected in Appendix A.*

Rule 1.4 Erections and alterations
Floor covering

Existing sub-rules (9) to (13) to be replaced with:

" (9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment

that could reasonably be expected by the owner of another unit as set out in 1.4(11) (also see Rule 1.10).
(10) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering (except kitchens, bathrooms toilets and laundries), and it is in the interests of the peaceful enjoyment of all residents that replacement floor coverings are of a similar acoustic standard. Acoustic testing in the Viridian in 2022 demonstrated that original carpet and underlay achieved 22dB. The impact isolation of floors between tenancies required for all flooring in the Viridian is an LnTw of ≤ 40dB, measured in accordance with ***AS/NZS ISO 140-7: 2006 Acoustics – Measurement of sound insulation in buildings and of building elements. Part 7: Field measurement of impact sound insulation of floors and rated in accordance with AS ISO 717.2: 2004 Acoustics – Rating of sound insulation in buildings and of building elements, Part 1 Impact sound insulation.***
(11) Owners who are considering replacing floor coverings are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission, prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the Owner's unit, e.g. the combined hardwood/vinyl, any additional build up of the concrete slab, and acoustic underlay, wall and/or ceiling insulation, will achieve an LnTw of ≤ 40dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area.

(12) The test report must be from a current member of the Association of Australasian Acoustical Consultants or the Australian Acoustical Society and must include photographs of the test setup and all recorded data. The owner seeking the flooring replacement is responsible for the cost of the acoustic test and report.

(13) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and responding to future noise complaints. This responsibility transfers to future owners of the unit. The Viridian's Building Insurance policy has an exclusion for hard flooring, therefore owners should hold their own insurance policies for such flooring.
(14) The Strata Manager will contact neighbours to seek access to neighbouring units for acoustic testing. The provisions of Rule 1.12 can apply to arranging such access.
(15) Hard flooring systems that were approved at the time this Rule takes effect remain approved under the Rules that applied at the time of their installation. However, permission for their installation does not extend to any subsequent alterations or replacement, ie: a new permission will be required under these Rules for any replacement of existing flooring.
(16) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.
(17) In accordance with Rule 2.6(3), all owners should confirm the installation date with the Strata Manager at least 48 hours prior to the installation of any new floors, carpet or hard flooring."

- Motion Carried by Special Resolution
For: 36 \| Against: 9 \| Abstain: 6

Secretariat note: Prior to the vote, the owner of Unit 151 spoke at length about a personal flooring related matter. On several occasions, the Unit Owner was requested to speak to the Motion or relinquish the floor. Despite these requests, the Unit Owner continued and made several statements challenging the integrity and honesty of current and former members of the EC in respect of the decision not to approve his application to install hard flooring in 2021. He asserted that the EC had lied and spread misinformation about the matter. U151 made several unsubstantiated claims

including that he had submitted a compliant application in response to Orders made by ACAT following the dismissal of his request for a review of the original ACAT order. The Unit Owner read an excerpt from a report by Michael Phillips, an acoustic consultant, who had conducted a test in U89, stating that the acoustic requirement of LnTW ≤ 40dB 40 for a hard floor in the Viridian could not be met.

The following information was provided by the Chair and Mr Rumble, to refute the claims and correct the record:

- The initial application to install a hard floor in Unit 151 in February 2021 was not approved because the application did not include any technical specifications that the EC could assess
- A second application lodged in early March 2021 was not approved because it did not include any relevant technical specifications which could be assessed
- On 30 March 2021 when the hard floor was installed, the Unit Owner was fully aware that there was no approval to proceed and when spoken to, by the then EC chair, the Unit Owner advised that '*as the approval process was not progressing within our moving schedule, we decided to do the install and deal with any consequences later*'
- The decisions made by the EC and the actions taken in relation to the dispute were examined in two separate ACAT hearings which found in favour of the Viridian Owners Corporation
- The EC was advised by the manufacturer of the underlay product which was available previously, and approved for a installation in the complex, that the technical specifications for the product had changed in 2019, although the product name did not. As a consequence, the underlay product referenced in U151's application in 2022 was not technically equivalent to a product of the same name referenced in an application prior to 2020. The variation in performance was obvious when the technical specifications for the product from different years were compared with each other. U151 was advised of this discrepancy at the time his application was not approved.
- U151 has provided three offers of compensation in relation to costs incurred. The EC did make a counter offer that a reduction in costs may be considered in offered with the removal of the non approved floor and replace with a compliant floor, preferably carpet. U151 has never included any remedy for the no approved floor, any offer made was only a reduction in monies to be recovered as ordered by ACAT.
- Despite the ACAT rulings, the non-approved hard floor has still not been remediated and remains non-complaint and unapproved, to the detriment of the unit owners who live below and around Unit 151
- The version of the report from Michael Phillips Acoustics that U151, referred to, which was not commissioned by the EC, was a draft report for flooring in relation to Unit 89 only. In July 2023, Michael Phillips acknowledged by email that that report was only a draft report and had been sent in error. A copy of this email was distributed with the September General meeting minutes as that is when the email was tabled. As such it is not correct to continue to use this report or to assert the conclusions of the draft report are final.

Other comments from the floor by some Unit Owners in response to Unit 151's claims and the proposed Motion included that:

- The Viridian should be looking forward and keeping the building modern. Hard flooring is a popular flooring choice and when installed can add increase the value of the property. The

current hard flooring rule could be considered out-dated and restrictive, and perhaps AAAC 4 star should be considered;

- One member advised they did not like timber and that Vinyl flooring should be able to be installed and if AAAC 4 star was permitted it would be. Additionally, vinyl flooring is preferable as the low profile means that door heights and architraves do not need to be adjusted, as the member can't afford to the floor properly;
- Other members stated that AAAC 4 star is not appropriate and should not be supported in a complex like the Viridian as it will result in substantial noise intrusion between apartments and neighbours;
- The requirement for AAAC 6 star is supported and for some Unit Owners is the principle reason why they selected the Viridian complex over other unit complexes with a lower acoustic standard. For this reason, the proposed Motion is supported;
- One member stated, the EC has been constructive and helpful regarding the resolution of a non-approved hard floor installed by a previous owner and if Unit Owners are found to be in breach of the Rules they should take appropriate action to correct the breach themselves;
- Changes to flooring are a personal choice, and in exercising that choice Unit Owners must comply with the Rules which operate to preserve the peaceful amenity of all Unit Owners.

The chairperson advised a further matter related to flooring has arisen since an ACAT hearing held on 30 November 2023 involving the Viridian EC and Craven and Gilks.

The chair introduced Mr Bhanuka Seneviratna, representative of Trinity Law.
Mr Seneviratna read excepts of a letter from Trinity Law to the Viridian OC which outlined recent ACAT rulings, the responsibility of the EC to enforce the rules, and the appeal tribunal orders.

Mr Seneviratna summarised the legal advice noting that:

- An ACAT proceeding (UT 40/2021) found a breach of Rule 6.5 of the Viridian Rules (2017) by Mr Robert Craven and Ms Katherine Gilks, with ACAT ordering the remediation of the unapproved floor and the recovery of 'reasonable costs.'
- A subsequent Appeal of that decision by Mr Craven and Ms Gilks, was dismissed by ACAT which re-made orders for the remediation of the floor and the payment of reasonable expenses to the Owners Corporation and additional expenses which had been incurred defending the Appeal
- The re-made orders have been found by the ACT Magistrates Court to be insufficient to prosecute, a step required in view of Mr Craven and Ms Gilks ongoing non-compliance with the orders
- A recent, further application made to ACAT on behalf of the Owners Corporation to include a general order on the liability of Mr CRAVEN and Ms Gilks for costs that could be enforced in the Magistrates Court. The application failed, highlighting the jurisdictional constraints that ACAT operates within.
- Not taking action against Mr Craven and Ms Gilks is problematic, principally because the Owners Corporation would be in breach of its obligations to enforce the Rules and would therefore expose itself to liability from other owners, such as the neighbours of Mr Craven and Ms Gilks who have been negatively impacted by the installation of the unapproved floor. A recent ACT Supreme Court decision is noted in the letter which points to further exposure of the Owners Corporation if nothing is done to remedy the breach.

- The letter points to a possible remedy, making an Application to the Supreme Court for the removal and replacement of the unapproved hard floor and the settlement of reasonable costs. This is the reason the EC decided that the Owners Corporation should be aware of the letter.

The Chair thanked Mr Seneviratna and advised that a copy of the correspondence would be provided to all Unit Owners following the meeting.

ITEM 16 – VIRIDIAN RULES - Charging Electric Vehicles and transport options (replacing Rules 3.2(4)

Motion 13: *"That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rule as presented, subject to legal advice on this and related changes to be reflected in Appendix A.*

Rule 1.4 Erections and alterations
Charging of electric transport options at the Viridian

There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owners Corporation should be forwarded to the Strata Manager detailing:
a. The type of transport option being charged ie EV scooter, EV bike, EV mobility device, EV car type - Hybrid/plugin hybrid/full EV.
b. The choice of charging option:
i. 11kw charger
ii. 240 v 10amp power point
c. A quote from a suitably qualified contractor detailing the feasibility of installing the desired charging option.
d. The actual parking spot being impacted.
2. If the application received by Grady Strata is not complete with the required 4 items, then the application will be returned to the applicant marked incomplete - not approved.
3. If the applicant has a detailed charging history or documentation that impacts the estimated weekly hours of charging from the Cost Recovery table in Appendix A, then this should be submitted to the Strata Manager and a request for cost recovery calculation adjustment be submitted.
4. The charging of ALL electric transport options is to take place in the basement garage as instructed by ACT Fire Services.

- Motion Carried by Special Resolution
For: 29 \| Against: 6 \| Abstain: 2

Secretariat note: Prior to the vote and following an invitation for comment on this item, Mr Curry noted that the proposal would apply to all Unit Owners, not just those with electric cars. The intention is for the charging of all EV units such as scooters, bikes and mobility aids to be prohibited on residential floors and in common areas, other than the basement.

A Unit Owner queried whether there would be a limited number of 'car spaces' approved for electric charging under the proposal. Mr Curry noted that under the current electric infrastructure, there

would be a finite number of spaces that could be approved initially, although it is likely in the future that additional spaces could be configured as advanced in technology were realised.

A Unit Owner queried whether high speed charging was proposed. Mr Curry advised that the current infrastructure can only support 10 amp or 11Kwt charging but not fast/high speed charging.

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 13 – EXECUTIVE COMMITTEE ELECTION

Motion 11: *"That the Owners Corporation agree to create 7 Executive Committee Positions and appoint John Thorpe, Steve Rumble and Robert Craven to stand as Executive Committee members until the next Annual General Meeting".*

- ***Motion Carried By Ordinary Resolution***

Secretariat note: A representative from Grady's Strata and Facilities advised that only three Unit Owners had pre-nominated for the vacant positions on the EC. No other nominations were received from the floor despite encouragement.

Reflecting on the discussion at Item 15, Viridian Rules – Flooring and Item 17, General Business specifically the advice from Trinity Law, a Unit Owner sought advice regarding how conflicts of interest could practically be managed if Mr Craven was appointed to the EC. The Chair advised that Mr Craven's appointment would be administratively challenging, particularly if the Committee only comprised 3 members as additional work would need to be taken on by the other two members.

The Chair noted that the legislation required the appointment of a minimum of three members and a maximum of seven. Mr Craven stated that he would use his best endeavours to assist the Committee and if another nomination came forward, he would step aside. Those present resolved that the three pre-nominations should be accepted to enable the continued operation of the EC, and that the remaining four positions should remain open with a view to the positions being filled post the AGM.

ITEM 14 – DELEGATIONS

The meeting discussed the adequacy of authorisations, delegations, and appointments in force.

GENERAL BUSINESS

ITEM 17 – GENERAL BUSINESS

Any other business as provided to Grady Strata and Facilities at least 5 working days in advance of the meeting.

Motion 14*: "That the Owners Corporation authorise the Executive Committee in accordance with Schedule 2, Section 2.5 & 2.6 to approve the action urgently undertaken to date, and the action to be taken, and to expend funds up to a limit of $30,000 to defend proceedings initiated by the owner of Unit 165, including any ACT Civil and Administrative Tribunal (ACAT) proceedings, or associated legal work."*

- ***Motion Caried by Ordinary Resolution***

Secretariat note: The Chair noted that the Owner's Corporation has incurred legal expenses defending an action brought by a Unit Owner, who had secured legal representations for the matter in ACAT. At the time, the EC requested Trinity Law prepare the defence which was estimated to cost less than $10,000 which is the EC delegation under UTMA. After three ACAT preliminary hearings, when the case was to be heard, the unit owner had relinquished their legal representation and ACAT asked Trinity Law to undertake a scope of work, which incurred additional legal expenses. The Unit Owner subsequently withdrew their action, but the costs had already been incurred. Enquiries have been made with our Insurer in respect of potential recovery of these costs. Should that request not be supported by the Insurer the only course of action is to seek recovery of these expenses from the Unit Owner. This may require further legal advice.

CONTINGENCY FUND

Motion 15: *"That The Owners – Units Plan 2839 RESOLVES by Special Resolution:*

d) That the Owners Corporation enter into and execute a loan contract with Lannock Captial 2 Pty Limited (Lannock) to fund the Owners Corporations obligations to finance part of the budgeted cost of cladding replacement on the 'Common Property' and/or 'Defined Parts' of Units Plan 2839; and

- *That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary; and*
- *That the Owners Corporation acknowledges the following things:*

a) Loan term of 5 years;

b) The maximum amount of credit available under the loan contract is $580,000; and

c) members of the Owners Corporation approve the raising of additional levies on an ongoing basis to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement."

- ***Motion Carried Unanimously by Special Resolution***

Secretariat note: The Chair advised that Motion 15 was prepared in response to the positive views expressed at the Town Hall meeting held on 11 December 2023 about the preferred source of funding for the cladding project. The purpose of this Motion is to facilitate a contingency fund as the loan application process requires Owners Corporation's to hold in reserve as a condition of the Concessional Loan, 10% of the proposed borrowing amount.

PRELIMINARY AND ADMINISTRATIVE LOAN APPLICATION

Motion 16: *That the Owners – Units Plan 2839 RESOLVES by Special Resolution:*

1. *That the owners corporation enter into a Participant Deed with the ACT Government ; prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.*
2. *That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings Cladding Scheme, together with associated costs.*
3. *That the Owner Corporation's seal be affixed to the loan contract in the presence of any of the following:*

a) *At least two executive committee members, one of whom must be the chairperson or secretary; or*
b) *The Manager and one member of the executive committee; or*
c) *The Manager alone.*

4. *That the Owners Corporation acknowledges the following things:*
(a) *A copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;*
(b) *The maximum amount of credit available under the loan contract is $110,000.00;*
(c) *Members of the Owner's Corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and*
(d) *A drawdown instruction may be signed by any of the following [strike out those that do not apply]:*
d) *Any two members of the executive Committee; or*
e) *The Manager and one member of the Committee; or*
f) *The Manager alone.*

- ***Motion Carried Unanimously by Special Resolution***

Secretariat note: The Chair advised that Motion 16 was prepared in response to the positive views expressed at the Town Hall meeting held on 11 December 2023 regarding the proposal to opt into the ACT Government Cladding Loan Scheme as the preferred source of funding for the **cladding project. The purpose of the Motion is to enable an application to Lannock Financing up to the value of $110, 000 to cover costs associated with investigations and tender processes** for the cladding remediation ($100,000) and loan administration ($10,000).

EXTERNAL SCREENS

A Unit Owner queried whether the external screens on windows facing Printers Way could be removed in association with the cladding removal project. It was noted that the screens are common property. Another owner did not support their removal, suggesting the problem of failed mechanisms for opening them should be addressed. A possible vote was canvassed. It was agreed that the EC would add the issue to the list of sundry matters which could potentially be considered and addressed in association with the cladding removal project.

UTILITY OF ZOOM MEETINGS

The Chair sought feedback on the suitability and cost-effectiveness of using Zoom as an additional mechanism for hosting the AGM. Unit Owners were advised that $3500 had been expended on the venue and the requisite IT resources for the AGM. This compared to $500 for the room only at Eastlakes which does not have Zoom capability. A Unit Owner queried whether other venues may be less expensive. Another Unit Owner advised that he was aware that venues with similar capability in the city cost between $4500 - $5000. The Chair agreed that prior notice of any proposal to cease offering Zoom should be notified in advance, possibly for the next General Meeting. Others present suggested the EC should investigate the utility and cost-effectiveness of conducting meetings by Zoom, however the Chair questioned whether this was appropriate for an EC of three members facing the workload just considered by this AGM and invited a volunteer to step forward to assist them.

VOTE OF THANKS

There was motion from the floor to express thanks to the outgoing EC who had presided over a very difficult time especially the Cladding.
So thank you to the outgoing committee and best wishes for the incoming committee.

Motion Carried Unanimously by Ordinary Resolution

Meeting close at 8:37pm

LANNOCK
STRATA FINANCE

Suite 18.01 Level 18 227 Elizabeth St
Sydney NSW 2000
02 9357 5371
strata@lannock.com.au
www.lannock.com.au

Loan service provider for the ACT Private Buildings Cladding Scheme

8th December 2023

The Owners - Units Plan 2839
c/- Grady Strata & Facilities
Unit G7 / 65 Canberra Avenue
Griffith ACT 2603

Dear Secretary

Your unsecured $110,000.00 ACT Private Buildings Cladding Scheme Concessional Loan

We are pleased to propose an ACT Private Buildings Cladding Scheme Concessional Loan of $110,000.00 to assist your Owners Corporation to rectify its cladding through the ACT Private Buildings Cladding Scheme.

If you wish to take up this facility, please print and execute the facility documents and return them, with schedules 1 and 2, to us within 60 days of the date of this letter. You must also keep a copy of the executed documents and schedules for yourself.

Before returning any documents, please ensure that:

1. You have read and understood the Facility Agreement, the Terms and Conditions, the Information Statement and the Credit Guide;
2. You have considered and approved the proposed funding facility in accordance with all applicable rules and regulations;
3. You have fulfilled the requirements of Schedule 1 (page 7) and have had that Schedule signed by two people authorised by the general meeting, one of whom should be the secretary;
4. The Facility Agreement has been properly executed by affixing the common seal of the Strata Corporation in the presence of two authorised witnesses (page 6); and
5. You have completed the Direct Debit Request Form (Schedule 2, page 8).

Please return the completed and executed documents to:

Lannock Capital 2 Pty Ltd
Suite 1801, Level 18
227 Elizabeth Street
Sydney NSW 2000

We will review your offer to borrow from us when you send the documents (and any other documents referred to in clause 4 that we request) to us. If we accept your offer, we will sign a copy of the Funding Facility Agreement and notify you via email that your offer has been accepted. Subject to the terms of the facility, we will then lend to you when we receipved a completed Drawdown Instruction with the appropriate supporting information (Schedule 3, pages 9 and 10).

Who to contact for more information

If you have any questions about these documents please contact your relationship manager, Ruth Smyth.

***PLEASE NOTE**: If you are unsure about anything in the documents or about the rules and regulations you must comply with, you should seek independent legal advice before executing and returning any documents to us.*

Yours sincerely

Paul Morton
CEO
Lannock Capital 2 Pty Ltd
Loan service provider for the ACT Private Buildings Cladding Scheme

LANNOCK
STRATA FINANCE

FACILITY AGREEMENT

$110,000.00

Multi-Drawdown Facility (MDF)

ACT Private Buildings Cladding Scheme

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FACILITY AGREEMENT

1. Financial Table

1.1 Amount of Credit	
Amount of Credit	The maximum amount of credit under this Funding Facility is $110,000.00. The Amount of Credit may be increased from time to time by agreement between the Borrower and the Credit Provider (providing such increase has been approved by a general meeting of the Borrower or by the executive committee acting with authority of a general meeting).
To whom it is to be paid	Each Advance will be paid to the Owners Corporation's bank account as specified in each Drawdown Instruction except if the funds are refinancing an existing loan, in which case the Advance will be paid directly to the lender being refinanced. The Borrower must operate its bank account in such a manner that funds received and paid in connection with the Scheme can be clearly identified.
Purpose	Funding under this Funding Facility must be applied by the Borrower to fund cladding remediation works under the Scheme or to refinance costs previously incurred by the Borrower in relation to qualifying cladding remediation works that have already been completed and including where permitted Preliminary Costs in accordance with the Preliminary Approval or Final Approval as detailed in the Building Contract in addition to loan fees and costs.
1.2 Annual Percentage Rate	
Annual Percentage Rate	The Annual Percentage Rate in relation to each Advance will be 4.20%.
1.3 Calculation of Interest Charges	
Maximum interest free period	There is no interest free period.
Method of calculation of interest charges	We divide the Annual Percentage Rate that applies to each Advance by 365 to get a daily percentage rate. For each Advance, we calculate interest charges on a daily basis by applying the applicable daily percentage rate to the Daily Balance during the term of the Advance (except that the Default Rate applies to any amount included in a Daily Balance that has not been paid by its due date until it is paid). Interest is payable in arrears on each Payment Date for the period commencing on the previous Payment Date (or the Settlement Date for the first interest period) and ending on the day before the Payment Date (including both days).
Frequency of interest charges	Monthly.
1.4 Total Amount of Interest Charges Payable	
Total amount of interest charges payable	Not ascertainable at the Disclosure Date. The interest charges payable for each Advance will depend on the amount, term and Annual Percentage Rate of each Advance.
1.5 Payments	
Amount of each Payment	Not ascertainable at the Disclosure Date. The total of all Payments in relation to an Advance is the amount required to: (a) repay that Advance in full by 120 instalments; and (b) yield interest calculated daily on that portion of the Advance which is outstanding from time to time during that term at the applicable Annual Percentage Rate. The formula that is used to calculate the repayments is: PMT = [A x i x (1 + i)^n] / [(1 + i)^n – 1]

	Where: PMT = the monthly payment for the Advance; A = the amount of the Advance; i = the interest rate applicable to the Advance; and n = the remaining term of the Advance in months. During an Interest Only Period, the amount of each Payment will be an amount equivalent to the interest calculated on that portion of the Advance which is outstanding from time to time during that month at the applicable Annual Percentage Rate.
Number of Payments	Not ascertainable at the Disclosure Date. The number of Payments for each Advance will depend on the Interest Only Period and the term of the Advance.
Total amount of Payments	Not ascertainable at the Disclosure Date. The total amount of Payments for each Advance will depend on the amount, term and Annual Percentage Rate applicable to that Advance and the Interest Only Period.
When Payments are to be made	(a) The first Payment for an Advance is due in the first month following the Settlement Date on either the same day as the Settlement Date in that month or the last day of that month, whichever occurs first. (b) Subsequent Payments for an Advance are due each following first month on either the same day as the first Payment Date in respect of that Advance in that month or the last day of the month, whichever occurs first, until all amounts payable in respect of the Advance have been paid in full.
Frequency of Payments	Monthly for each Advance.

1.6 Credit Fees and Charges – payable as part of the Balance when debited to an Account

Fee / Charge	***When Payable***	***Amount or Method of Calculation***
1.6.1 Approval Fee		
Loan approval fee	When we advise the Borrower we have approved the Facility.	Nil.
1.6.2 Other Fees and Charges		
Line fee	Monthly in advance from the day we advise the Borrower we have approved the Facility.	Nil.
Settlement fee	When the Borrower draws each Advance under the facility.	$0.00
Audit certificate fee	When the Borrower requests us to provide information for the purposes of an audit of its accounts.	$50.00
Document handling fee	When the Borrower requests us to provide copies of this Facility Agreement or any related document for any purpose or requests us to sign any document.	$50.00
Document handling out of pocket expenses fee	When we pay or are required to pay these expenses.	The amount of all out of pocket expenses incurred by us for document handling.
Statement fee	When the Borrower requests us to provide an out-of-cycle or copy of a Statement	$50.00 per statement
Valuation fee	When we pay or are required to pay this fee.	The amount which we reasonably incur or have to pay a valuer as a result of any matter relating to this Funding Facility or to a variation of this Funding Facility.
Legal costs and disbursements	When we pay or are required to pay these costs and disbursements.	The amount of legal costs and disbursements which we reasonably incur or have to pay our solicitors as a result of any matter relating to this Funding Facility, including a variation or discharge of this Funding Facility.

Non-scheduled settlement date fee	This fee is payable for each Advance made on a date other than a Preferred Settlement Date.	$250.00
Direct Debit change of account fee	This fee will be debited to an Account when the Borrower advises us of changes in the Direct Debit arrangements.	$50.00
Dishonour fee	This fee will be debited to an Account when an attempt by us to make a Direct Debit or receive a payment in any form is declined or dishonoured.	$50.00
Arrears fee	This fee will be debited to an Account in respect of each Payment that is not made within 7 days of the relevant Payment Date: (a) on or after the 7th day after the relevant Payment Date; and (b) to the extent any amount remains unpaid, on or after the 7th day after each subsequent Payment Date.	$50.00
Fee for extending the Availability Period	This fee is payable if the Borrower applies to extend the Availability Period and we approve the extension.	$250.00
Early Payment fee	This fee is payable by the Borrower at the same time that it makes an early Payment that reduces or terminates an Advance.	$500.00

1.6.3 Total Credit Fees and Charges to the extent ascertainable

Total Credit Fees and Charges	Nil. This amount is correct to the extent ascertainable at the Disclosure Date and is calculated on the assumption that the Borrower will make all Payments under this Funding Facility at the required times. Additional Credit Fees and Charges can become payable in the circumstances described above.

1.7 Statements of Account

Frequency of statements	Quarterly.

1.8 Default Rate

This Funding Facility is a contract under which a Default Rate of interest may be charged when payments are in default.

Default Rate	The Default Rate in relation to each Advance made under this Funding Facility is 8.2%pa.
How the Default Rate is applied	We calculate and apply interest on a daily basis at the Default Rate on any amount included in the Balance of an Account that has not been paid by its due date for the period from the due date to the date of payment of that amount.

1.9 Enforcement Expenses

Enforcement expenses reasonably incurred by us may become payable by the Borrower under this Funding Facility in the event of a breach.

1.10 Date of Disclosure

Disclosure Date	The information in this Facility Agreement is correct as at 8th December 2023.

1.11 Other Information

This Facility Agreement does not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Terms and Conditions, the Information Statement and the Credit Guide, copies of which are attached to this Facility Agreement.

1.12 Parties	
Borrower	The Owners - Units Plan 2839, Viridian, c/- Grady Strata & Facilities, Unit G7 / 65 Canberra Avenue, Griffith ACT 2603.
Credit Provider	Lannock Capital 2 Pty Ltd (ACN 153 391 283) of Suite 1801, Level 18, 227 Elizabeth Street, Sydney NSW 2000

2. Other Details

2.1 Purpose of Funding Facility	
Purpose of Funding Facility	Funding under this Funding Facility must be applied by the Borrower to fund cladding remediation works under the Scheme or to refinance costs previously incurred by the Borrower in relation to qualifying cladding remediation works that have already been completed and including where permitted Preliminary Costs in accordance with the Preliminary Approval or Final Approval as detailed in the Building Contract in addition to loan fees and costs.
Property	Viridian, 45 Wentworth Avenue, Kingston ACT 2604.

3. Special Expressions

Some words and expressions used in this Facility Agreement have special meanings. Those special meanings are in clause 1 of the Terms and Conditions. When a word or expression is used with a special meaning (except "us", “our” and "we"), it begins with a capital letter.

4. Special Conditions

The following special conditions apply to the Funding Facility:

(a) You authorise us (or our agent) to make investigations on any matter about or related to your creditworthiness; including to contact any government agency, your Strata Manager, insurer, auditors, accountants, debt collection agents, consultants, contractors, advisers and lawyers. You authorise these parties to provide us with any information we request and you authorise us to receive information from them and to make copies of books and records. You certify that the information you provide and of which you are the author will be true and correct and you will tell us if you are aware that any other information is not correct. You agree to display (and authorise your contractor display) one or more signs provided by us on any hoardings, fencing or walls advising that the works are funded by us.

(b) The Borrower must (and authorises any of its members and its Strata Manager to) provide us promptly upon our reasonable request prior to and during the term of any Advance:

1. copies of its latest annual financial statements prepared in accordance with Legislation including details of levies and current levies in arrears;
2. a copy of the certificate of title and any associated documents;
3. copies of tax and other returns;
4. copies of budgets and financial projections;
5. copies of architectural, engineering and building consulting contracts, briefings, presentations and reports;
6. copies of the notice of meeting, agenda or minutes of any general meeting or any Committee meeting;
7. a s119 certificate on any of the lots and a copy of its constitution and other constituent documents, including registered by-laws and any licence, lease or other agreement regarding occupancy or use of the Property;
8. a copy of the current Strata Roll of current members of the corporation and their contact details including the lot number, unit entitlement, postal addresses, email addresses and phone numbers and those of any tenants or mortgagees;
9. names and contact details of current members of its Committee including postal addresses, email addresses and phone numbers;
10. an insurer’s certificate or other acceptable evidence of its building and other insurances;
11. a copy of your policies and processes regarding levies in arrears including details of any specific actions underway;
12. information about any litigation, or other legal proceedings either past, current or pending involving the Borrower;
13. a copy of any applications or representations to government bodies, tribunals and courts;
14. a deposit form, statement or other evidence acceptable to us of its bank account details for direct payment;

15. a copy of any agreement (including scopes of works and contracts) between the Borrower and any contractor or provider of capital works or services which are the subject of funding;
16. payment claims and other certificates which are provided by third parties in relation to any agreement relevant to the capital works which are the subject of funding;
17. name, contact details and documents of appointment of or contract or agreement with its Strata Manager, management company, accountants, auditors, consultants, advisers and lawyer;
18. a copy of the appointment and delegation of the Strata Manager; and
19. a copy of your maintenance plan, sinking fund plan or capital budget.

(c) The Borrower agrees to provide a copy of the Certificate of Occupancy to us, the builder and the ACT Government within two days of receipt.

(d) The Borrower undertakes to procure from the builder all final invoices within 10 days of receipt of the Certificate of Occupancy.

(e) The Borrower must submit to Lannock all final invoices within 5 days of receipt from the builder.

(f) The Borrower agrees and authorises us to disclose any of the information provided to us to the ACT Government and such further information as we may reasonably request in order to assist us to comply with our obligations to the ACT Government.

(g) The Borrower agrees and authorises us and a duly authorised representative of the ACT Government to inspect the progress of the works on reasonable notice and in accordance with the Building Contract and any applicable Preliminary Approval or Final Approval.

(h) The Borrower must, if not prohibited by the Legislation, invite us to attend any general meeting or Committee meeting if we reasonably request.

(i) The Borrower must not without our prior written consent (not to be unreasonably withheld or delayed):
   (i) incur any financial indebtedness (other than under the Funding Facility, under any contract related to the purpose for which Advances under the Funding Facility are intended to be used, or in the ordinary course of the Borrower's day-to-day operations); or
   (ii) provide security or allow any other encumbrance to exist over its assets (both personal and common).

(j) If any of the Borrower's details or circumstances change, for whatever reason, the Borrower must give us written notice within [14] days of the change taking effect, including, without limitation, if:
   (i) the Borrower changes its name or address;
   (ii) the Borrower changes its rules, bylaws or constituent documents or any other document in a manner which is material to this Funding Facility;
   (iii) a new Strata Manager is appointed, an existing Strata Manager ceases to act or the Strata Manager's contact details change;
   (iv) the Property ceases to be insured as required by the Legislation;
   (v) any material detail in respect of the Property changes;
   (vi) an application is made to a court or other body for termination of the strata scheme;
   (vii) there is a material delay in the progress of the works which are the subject of Funding Facility; or
   (viii) the Borrower's ability to comply with its obligations under this Funding Facility is adversely affected.

(k) If there is a proposal to amend any document in relation to the Borrower that is registered with a public authority, for whatever reason, the Borrower must give us written notice within 14 days of becoming aware of the proposal.

(l) The Borrower represents and warrants that, as at the date of signing this Facility Agreement:
   (i) it has not granted security over any of its assets (including both personal and common property) other than those notified to us; and
   (ii) the financial accounts (and any other financial information) provide an accurate reflection of the financial position of the Borrower.

Lannock Capital 2 Pty Ltd (ACN 153 391 283)
by an authorised officer

Date: 8th December 2023

Important. The Facility Agreement Offer and Receipt does not contain all of the terms of your credit contract or all of the information you are required to be given before you enter into this Funding Facility. Other terms and information are contained in the Financial Table, Terms and Conditions and the Information Statement, copies of which are attached to this Facility Agreement.

OFFER AND RECEIPT

The Borrower has received a copy of this Facility Agreement, the attached Terms and Conditions and the prescribed Information Statement. The Borrower agrees to the terms and conditions of, and offers to borrow from the Credit Provider under, this Facility Agreement.

IMPORTANT

BEFORE THE BORROWER SIGNS

- READ THIS CONTRACT DOCUMENT so that the Borrower knows exactly what contract it is entering into and what it will have to do under the contract.
- The Borrower should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT".
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not sign** this contract document if there is anything the Borrower does not understand.

THINGS THE BORROWER MUST KNOW

- The Borrower can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, the Borrower is bound by it. However, the Borrower may end the contract before it obtains credit by advising the Credit Provider in writing, but it will still be liable for any fees or charges already incurred.
- The Borrower **does not** have to take out consumer credit insurance unless it wants to.
- If the Borrower takes out insurance, the Credit Provider can not insist on any particular insurance company.
- If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate) and the repayments without the Borrower's consent.
- If this contract document says so, the Credit Provider can charge a fee if the Borrower pays out its contract early.

Executed by the Borrower

THE COMMON SEAL of)
The Owners - Units Plan 2839)
(the Borrower))
was affixed to this Facility Agreement)
in the presence of:)

Secretary Signature (or other person authorised by the Meeting)	member Signature (or other person authorised by the Meeting)
Print Name: …….	Print Name: ……..
Dated this…..……day of……..…..…20…..	

Please note that the Terms and Conditions and prescribed notice should be attached to this Facility Agreement. If the Borrower has not received the Terms and Conditions or prescribed notice, it should ask for a copy by writing to Lannock Capital 2 Pty Limited (ACN 153 391 283), Suite 1801, Level 18, 227 Elizabeth Street, Sydney NSW 2000.

The Borrower should keep the additional copies of this Facility Agreement, including the attached copies of the Terms and Conditions and prescribed notice, for its records.

Office Use Only: The Credit Provider, by signing below, accepts the Borrower's offer to borrow in accordance with the terms of the Facility Agreement this _____ day of _____ 20____	Lannock Capital 2 Pty Ltd (ACN 153 391 283) by an authorised officer

SCHEDULE 1

Certificate – General Meeting

To: Lannock Capital 2 Pty Limited (ACN 153 391 283)

Suite 1801, Level 18, 227 Elizabeth Street, Sydney NSW 2000

We hereby certify that at a duly convened meeting of the general meeting, or an executive committee authorised by a general meeting of The Owners - Units Plan 2839 (the **"Strata Corporation"**) held on the _____day of _____ 20__ the following motions were passed in accordance with all applicable rules and regulations affecting the Strata Corporation:

1. That the owners corporation enter into a Participant Deed with the ACT Government ;prior to any drawdown on the loan with Lannock Capital 2 Pty Ltd.

2. That the owners corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the owners corporation's obligations to contractors carrying out remedial and other works funded in conjunction with the ACT Private Buildings Cladding Scheme, together with associated costs.

3. That the owner corporation's seal be affixed to the loan contract in the presence of any of the following [strike out those that do not apply]:
   - At least two executive committee members, one of whom must be the chairperson or secretary; or
   - The Manager and one member of the executive committee; or
   - The Manager alone.

4. That the owners corporation acknowledges the following things:
   (a) A copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;
   (b) The maximum amount of credit available under the loan contract is $110,000.00;
   (c) Membersof the owners corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and
   (d) A drawdown instruction may be signed by any of the following [strike out those that do not apply]:
      - Any two members of the executive Committee; or
      - The Manager and one member of the Committee; or
      - The Manager alone.

Signed:

_____	_____
Secretary (or other person authorised by the Meeting)	member (or other person authorised by the Meeting)
_____	_____
(print name)	(print name)

Dated this…..……day of……..……20…...

SCHEDULE 2

The Owners - Units Plan 2839

Direct Debit Request Form

Strata Corporation's Authority

By signing this document on behalf of The Owners - Units Plan 2839 (Borrower) we authorise the Credit Provider or its Agent Debit User Number 507418 (**Debit User**), to debit the Borrower's account detailed below, through the Bulk Electronic Clearing System, with any amount the Borrower must pay Lannock Capital 2 Pty Ltd (**Credit Provider**) when due under the arrangement the Borrower has entered into with the Credit Provider on or about the date of this Direct Debit Request (**Facility Agreement**). This Direct Debit Request is to remain in force until further notice in writing and is governed by the terms of the Bulk Electronic Clearing System and the Direct Debit Provisions of the Facility Agreement.

Details of the Borrower's Bank Account to be debited

Financial Institution Name: _____

Financial Institution Address: _____

_____

Account Name: _____

BSB Number:				-				Account Number:									

Borrower declaration

By signing this Direct Debit Request we declare that:

- this Direct Debit Request authorises the Credit Provider to verify the account details with the Borrower's financial institution and to instruct the Borrower's financial institution to debit its account as described above on its behalf;
- all information given to the Credit Provider is accurate and not misleading and we are aware that the Credit Provider is relying on it; and
- the Borrower will not alter the direct debit arrangements (including closing or changing the account described above) set out in this Direct Debit Request without notifying the Credit Provider at least 14 days prior to the next direct debit due date and making new direct debit arrangements on another account of the Borrower.

When signing this Direct Debit Request

- fill in or cross out any blank spaces;
- ensure that each required authorised signatory of the bank account signs this Direct Debit Request or a copy of this form; and
- do not sign this form if there is anything that you do not understand.

.....	.....
Authorised Signatory	Authorised Signatory
.....	.....
Print name	Print name
Dated / /	Dated / /

SCHEDULE 3

The Owners - Units Plan 2839

Drawdown Instruction

/ /

Insert the date you are completing this Drawdown Instruction. Please note that a Drawdown Instruction must be received by us at least 4 Normal Working Days prior to the Settlement Date.

Lannock Capital 2 Pty Limited (ACN 153 391 283)

Suite 1801, Level 18
227 Elzabeth Street
SYDNEY NSW 2000

The Owners - Units Plan 2839
c/- Grady Strata & Facilities
Unit G7 / 65 Canberra Avenue
Griffith ACT 2603

To: Lannock Capital 2 Pty Ltd (Credit Provider)

Facility Agreement dated *(insert the date on which you signed the Facility Agreement)*

We refer to the Facility Agreement described above that the Strata Corporation has made with you. Terms and expressions defined in that agreement have the same meaning when used in this Drawdown Instruction.

We request an Advance as follows:

Amount of Advance	$XX		*Insert the amount requested for this Advance – the aggregate principal component of all Advances after this Advance has been made must not exceed the Amount of Credit nor any sub-limits as required by the ACT Government.*
Term of Advance for Principal and Interest	10 years		
Interest Only Period	From the date of the Advance to the date that all Advances under the Funding Facility have been made.		
Settlement Date	☐	Next Preferred Settlement Date or	*Select Next Preferred Settlement Date (usually a Thursday each fortnight) or insert your desired date. Please note that if you select a date other than a Preferred Settlement Date you must give us at least 10 days' notice and you will be charged a fee.*
	☐	/ /	

Please initial this page and sign the next page

Need to contact Lannock? Call 1300 85 15 85

Drawdown Instruction (continued)

We request you to disburse the proceeds of the Advance to our bank account as follows:

Strata Corporation Account Name	Corporation BSB	Corporation Account Number	Amount
			$

We **certify** that the Advance is duly authorised by the Borrower.

We **attach a copy of each tax invoice** that will be paid or partly paid by application of the proceeds of the Advance.

We **certify** that we have complied with all of our obligations under the Funding Facility and no event of default under the Funding Facility has occurred (unless it has been remedied or waived by you).

We **certify** that all representations and warranties made by the Borrower at or before the time of entering into the Funding Facility remain true, and we now repeat those representations and warranties for your benefit.

We **certify** that since the passing of the motion of members of the Borrower that approved the Funding Facility, there has been no resolution of members or the Executive Committee of the Borrower that prohibits or restricts the giving of this Drawdown Instruction.

We **certify** that we will only use the funds for expenses that the Strata Corporation is permitted to incur and which are permitted under the ACT Private Buildings Cladding Scheme.

We **note** that, once received by you, this Drawdown Instruction is irrevocable.

Signed by:

_____
Secretary
(or other person authorised by the Meeting)

_____
Print name
Dated / /

_____
member
(or other person authorised by the Meeting)

_____
Print name
Dated / /

Please sign here and initial the first page.

This page must be signed by the authorised representatives of the Borrower.

Need to contact Lannock? Call 1300 85 15 85

SCHEDULE OF ATTACHMENTS

Attachment **"A"** – Terms and Conditions

Attachment **"B"** – Prescribed Notice

Attachment **"C"** – Credit Guide

Attachment **"D"** – Direct Debit Request Service Agreement

LANNOCK
STRATA FINANCE

ATTACHMENT A

TERMS & CONDITIONS

TERMS AND CONDITIONS

PLEASE NOTE: These Terms and Conditions do not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Facility Agreement, the Offer and Receipt and the Information Statement.

1. INTERPRETATION

1.1 Words with special meanings

In this Funding Facility:

"Account" means any account we open in the name of the Borrower for the purposes of this Funding Facility.

"ACT Government" means the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

"Advance" means an advance of a principal amount to the Borrower upon the receipt of a Drawdown Instruction.

"Amount of Credit" means the amount of credit specified in the Facility Agreement.

"Availability Period" means the period commencing on the Disclosure Date and ending on the Final Drawdown Date.

"Balance" means, at any one time, the difference between all amounts credited and all amounts debited to an Account.

"Borrower" means the borrower specified in the Facility Agreement.

"Building Contract" means an agreement between the Borrower and a builder to undertake the works in accordance with the Scheme approved by the ACT Government pursuant to the Preliminary Approval or Final Approval as applicable.

"**Certificate**" means any of a progress certificate, a final certificate or a payment schedule issued by the Superintendent or by Borrower in respect of a claim for payment by a contractor or a consultant engaged by the Borrower in respect of the Scheme works at the Property.

"**Certificate of Practical Completion**" means the certificate of practical completion issued by the Superintendent in respect of the Scheme works at the Property.

"Committee" means the executive committee appointed in relation to the Borrower in accordance with the Legislation.

"Credit Fees and Charges" means the credit fees and charges set out in the Facility Agreement and any other fees and charges payable in connection with this Funding Facility but does not include:

- interest charges;
- Government Transaction Charges;
- enforcement expenses;
- any fee or charge that we are prohibited from charging the Borrower under any Law; or
- that part of a fee or charge that exceeds the amount that we may charge the Borrower consistently with any Law.

"Credit Legislation" means:

- the National Credit Code, enacted under Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth), and that Code as amended from time to time;
- the National Consumer Credit Protection Regulations 2010 (Cth), and those Regulations as amended from time to time; and
- any other legislation that we notify to you as included in this definition.

"Credit Provider" means the credit provider specified in the Facility Agreement.

"Daily Balance" means the Balance of an Account at 3.00pm on a day.

"Direct Debit" means a payment made directly from an account in accordance with a Direct Debit Request Form.

"Direct Debit Request Form" means each direct payment request form the Borrower signs in relation to payments to be made under this Funding Facility in substantially the form of Schedule 2 of the Facility Agreement (unless otherwise agreed in writing by Credit Provider).

"Disclosure Date" means the disclosure date specified in the Facility Agreement.

"Drawdown Instruction" means a request by the Borrower in accordance with clause 4 of these Terms and Conditions that an Advance be made under this Funding Facility;

"Facility Agreement" means the document titled "Facility Agreement" which details some of the terms and conditions on which we offer to enter into this Funding Facility with the Borrower.

"Final Approval" means a certification in writing from the ACT Government to us, confirming that the Borrower satisfies the requirements of the Scheme.

"Final Drawdown Date" means the date which is 6 months after the Disclosure Date or such later date as we may agree under Clause 4.5.

"Funding Facility" means the contract the Borrower makes with us when we accept the Borrower's offer to borrow under the Facility Agreement. The Funding Facility comprises these Terms and Conditions and the Facility Agreement.

"Government Transaction Charges" means government charges and duties on receipts or withdrawals in respect of an Account or the Funding Facility whether or not the Borrower is primarily liable to pay those charges or duties, including (without limitation) debits tax.

"Interest Only Period" means, in respect of an Advance, the term that Payments will be in the nature of interest only.

"Law" means common law, principles of equity and any enactment, proclamation, by-law or regulation passed by any government body or authority and includes any amendments, consolidations or replacements of them and all orders, ordinances, regulations, rules and by-laws made under them.

"**Legislation"** means the legislation governing the establishment and administration of strata title in the Borrower's State or Territory and is taken to include any regulations or subordinate legislation made under that legislation.

"Manager" means the person (if any) appointed by the Borrower to manage certain of its affairs under the Legislation.

"Market Disruption Event" occurs if the Borrower receives notification from the Credit Provider that, as a result of circumstances affecting financial markets, credit markets, the Credit Provider's source of funding or the economy, and whether or not those circumstances, and their effect on the Credit Provider's cost of funds, subsist on the date of this Funding Facility:

(a) the cost to it of funding any Advance exceeds the Annual Percentage Rate; or
(b) the Credit Provider is unable to fund an Advance.

"Normal Working Day" means a day on which banks and financial institutions are generally open for business in Sydney and the capital city in the Borrower's State or Territory.

"Owner Hardship Policy" means the policy of the ACT Government regarding owners of lots of the Borrower for assisting them in times of financial distress, as amended from time to time.

"Preferred Settlement Date" means a day or days each month specified by the Credit Provider as a preferred date for making Advances. Advances requested by the Borrower to be made on other days attract a fee.

"Property" means the property specified in the Facility Agreement.

"Payment" means each payment amount relating to an Advance, as determined in accordance with the method for calculating payments in the Facility Agreement.

"Payment Date" means a date on which a Payment is due to be made, as specified in the Facility Agreement.

"Preliminary Approval" means a certification or advice in writing from the ACT Government to us confirming that the Borrower satisfies the requirements of the Scheme for the funding of Preliminary Costs.

"Preliminary Costs" means costs incurred by the Borrower in order to obtain a proposed Building Contract not exceeding the amount specified in the Preliminary Approval and provided such costs are of the nature, and otherwise accord with any requirements, set out in the Preliminary Approval.

"Scheme" means the offering of concessional loans as part of the ACT Private Buildings Cladding Scheme to owners corporations of eligible private apartment buildings to fund or assist in funding the cost of remediation works in respect of combustible cladding material.

"Settlement Date" means a date when an Advance is made by us and is debited to an Account.

"Term" means 10 years excluding the Interest Only Period.

"Terms and Conditions" means these terms and conditions, which detail some of the terms and conditions on which we offer to enter into this Funding Facility with the Borrower.

"Territory Direct Deed" means a deed between the ACT Government and the Borrower in respect of certain matters in relation to the participation of the Borrower in the Scheme.

"we" means the entity specified as the Credit Provider in the Facility Agreement and "us" and "our" and similar parts of speech have corresponding meanings.

1.2 General interpretation

In this Funding Facility:

(a) the singular includes the plural and vice versa;
(b) references to a document or agreement include all variations, novations or replacements;
(c) references to any person include the person and any successors in title, assigns, transferees or executors of the person;
(d) a reference to a person includes a natural person and a corporation;
(e) a reference to the Credit Provider, "we", "us", "our" and other similar parts of speech with corresponding meanings includes any agents, managers, servicers or other persons we appoint from time to time in accordance with clause 19.1 to perform functions in respect of this Funding Facility;
(f) where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning; and
(g) headings are for convenience only and do not affect interpretation.

1.3 Capacity of the Credit Provider

In our absolute discretion, we may enter into this Funding Facility in our own right, in our capacity as the trustee of any trust, or both.

1.4 Limitation on trustee's liability

(a) A liability arising under or in connection with this Funding Facility or any other document or agreement referred to in this Funding Facility (each such document a "Relevant Document") can be enforced against us only to the extent to which it can be satisfied out of property of the Trust out of which we are actually indemnified for the liability. This limitation of our liability applies despite any other provision of this Funding Facility (except clause 1.4(c) or any Relevant Document and extends to all our liabilities and obligations in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to any Relevant Document.

(b) No person, including any party to this Funding Facility, may sue us in our personal capacity or seek the appointment of a liquidator, administrator, receiver or similar person to us as trustee or prove in any liquidation, administration or arrangement of or affecting us as trustee.

(c) The provisions of this clause 1.4 do not apply to any of our obligations or liability to the extent that it is not satisfied because under the trust deed or by operation of law there is a reduction in the extent of the trustee's indemnification out of the assets of the Trust, as a result of the trustee's fraud, negligence or breach of duty.

(d) We are not obliged to enter into any commitment or obligation in addition to our obligations under any Relevant Document unless our liability is limited in a manner satisfactory to us in our absolute discretion.

(e) All of the terms, clauses and conditions of this Funding Facility and each Relevant Document are subject to this clause 1.4.

1.5 Limit on our liability to the Borrower

(a) We are not liable to the Borrower for any loss or damage concerning a transaction under this Funding Facility, unless caused by our fraud, willful default or gross negligence or that of our officers, employees or agents. This is subject to clause 19.4.

(b) We may act according to a request, direction or information that the Borrower gives or that we reasonably believe the Borrower gives. We are not liable for any loss or damage if we do this.

(c) If we enter into this agreement as trustee of a trust, your rights against us and our liabilities under this Funding Facility are limited to the assets of the trust.

1.6 Terms defined in legislation

Unless the context otherwise requires, words defined in the Legislation and/or the Credit Legislation have the same meaning when used in this Funding Facility.

1.7 Timing

Where the day on or by which any thing is to be done is not a Normal Working Day, that thing must be done on or by the next Normal Working Day.

1.8 Capacity of Borrower

By signing this Funding Facility, Direct Debit Request Form and / or Drawdown Instruction, the signatory of the Borrower holds themselves out to have full and proper authority to legally bind the Borrower on the terms set out in the relevant document.

1. CONDITIONS TO BE SATISFIED BEFORE THE FACILITY IS MADE AVAILABLE

1.1 General conditions

We are not obliged to make any Advance under this Funding Facility unless we are satisfied that all of the following conditions have been met:

(a) we have received Preliminary Approval or Final Approval in respect of the Borrower to be a participant in Scheme from the ACT Government;

(b) we have accepted the Borrower's offer to enter into this Funding Facility;

(c) the Borrower demonstrates that the Property is insured, as required by the Legislation, by providing a certificate of currency to the Credit Provider;

(d) the Borrower has supplied us with the Direct Debit Request Form as required by clause 10 of these Terms and Conditions;

(e) the Borrower has delivered those of the documents set out in clause 4 of the Facility Agreement that have been requested by the Credit Provider; and

(f) the Borrower has delivered a duly authorised Drawdown Instruction in the prescribed form with all the documents that may be required by us from time to time to process the Drawdown Instruction; and

(g) nothing has happened to the Borrower since the Borrower applied for the Funding Facility which has led or could lead to a worsening in the Borrower's financial circumstances which is material to our decision as to whether to provide or continue to provide the Funding Facility.

1.2 When we may refuse to lend

We may refuse to make an Advance under this Funding Facility if, at any time:

(a) we become aware of any non-disclosure of information by the Borrower or on its behalf or any circumstance which in our reasonable opinion is relevant to our approval of this Funding Facility and is of such materiality as to reasonably affect our lending decision;

(b) we become aware that any statement or information provided by the Borrower is false, incomplete or cannot prudently be relied upon and is of such materiality as to reasonably affect our lending decision;

(c) we (acting reasonably in respect of our legitimate interests as a lender) are not satisfied with any documents, materials or information provided to us in respect of the Borrower;

(d) in respect of the funding of Preliminary Costs for which a Preliminary Approval has been given, the Borrower has not provided the Credit Provider with satisfactory evidence that it has already incurred those relevant Preliminary Costs;

(e) in respect of an Advance for works completed to date, the Borrower does not provide a quantity surveyors certificate (or other evidence reasonably acceptable to the Credit Provider and the ACT Government) confirming all relevant works have been completed to the appropriate standard and in accordance with the terms of the Building Contract;

(f) there is a disruption in credit markets or other event (including funds not being made available by the ACT Government) that means we are unable to obtain funds under reasonably suitable terms and conditions;

(g) the amount requested, in addition to the principal component of all the Borrower's Accounts under this Funding Facility, would exceed the Amount of Credit;

(h) the Drawdown Instruction does not meet the requirements of this Funding Facility;

(i) the Final Drawdown Date has passed and has not been extended by the Credit Provider;

(j) a Market Disruption Event occurs; or

(k) an event of default under clause 14.2 of these Terms and Conditions is subsisting.

1.3 Consequences of refusing to lend

If we refuse to lend and that refusal is in accordance with our rights under this Facility Agreement, we will not be liable to the Borrower for any loss, damages or costs which it may incur or suffer as a result.

1.4 Increases in Credit Fees and Charges

If any of the fees or charges set out in the Facility Agreement which are government fees or government charges increase before a Settlement Date then we need not lend until the Borrower agrees to change this Funding Facility to provide for it to pay the increased fees or charges.

2. PROVISIONS APPLYING TO THE FUNDING FACILITY

2.1 Opening an Account

The Borrower authorises us to open an Account in relation to each Advance to record transactions under this Funding Facility and to debit to those Accounts:

(a) each amount we lend under the relevant Advance on the day we lend that amount; and

(b) any other amount the Borrower must pay in respect of the Advance on the day it is due for payment.

2.2 What the Borrower can borrow the Amount of Credit for

The Borrower must use the Amount of Credit for the purpose or purposes specified in the Facility Agreement.

The Borrower undertakes not to use the Amount of Credit or any Drawdown other than for the purpose specified in this Facility Agreement.

2.3 How the Borrower borrows under this Funding Facility

The Borrower borrows under this Funding Facility by submitting a Drawdown Instruction in accordance with clause 4 of these Terms and Conditions.

2.4 Borrower's undertakings in relation to this Funding Facility

The Borrower undertakes to:

(a) raise levies as required to meet the Payment requirements under the Facility;

(b) diligently pursue any outstanding levies including taking any and all action available to the Borrower to recover the outstanding levies in full; and

(c) comply with all terms of the Territory Direct Deed.

2.5 Change from Preliminary Approval to Final Approval

We may in our discretion vary the terms of the Funding Facility including amending the Facility Term and total loan amount as necessary to reflect the terms or requirements of any Final Approval given in respect of the Borrower.

3. DRAWDOWN

3.1 Availability

An Advance may be made under this Funding Facility on any Normal Working Day during the Availability Period if:

(a) the Credit Provider has received, not later than 5.00pm on the fourth Normal Working Day before the requested date of the Advance (or such later time as the Credit Provider may agree) a duly completed Drawdown Instruction; and

(b) the Borrower has complied with all its obligations under the Funding Facility and no event of default has occurred that has not been remedied or waived by the Credit Provider in writing.

3.2 Requirements of Drawdown Instructions

A Drawdown Instruction must:

(a) be in the form annexed to the Facility Agreement as Schedule 3 or such other form as prescribed by the Credit Provider from time to time;

(b) be signed by the authorised representatives of the Borrower, as agreed in schedule 1 of this document;

(c) specify:

(i) the requested date of the Advance;

(ii) the requested amount of the Advance;

(iii) the requested term of the Advance being 10 years;

(iv) the Interest Only Period being the period up to the date of the Final Drawdown;

(v) if we agree to disburse the funds other than to the Borrower's bank account, the details of any payee/s to receive a part of the Advance, including their name and the details of their bank account/s into which the Advance will be paid and the amount each payee is to receive;

(vi) that the Advance is within the purpose of the Funding Facility as specified in clause 2 of the Facility Agreement;

(vii) that the Advance is duly authorised by the Borrower; and

(viii) such other details as from time to time reasonably requested by the Credit Provider; and

(d) be accompanied by:

(i) a copy of each tax invoice that will be paid or partly-paid by the Advance; and

(ii) such other documents as are from time to time reasonably requested by the Credit Provider.

3.3 Limitation of Drawdown Instructions

The Borrower will not make a Drawdown Instruction and the Credit Provider will not make an Advance if:

(a) the amount of the requested Advance would, when added to the aggregate principal component of the Borrower's Accounts, exceed the Amount of Credit;

(b) the requested date of the Advance is later than the Final Drawdown Date (as may be extended by the Credit Provider on request of the Borrower under clause 4.5);

(c) the requested term of the Advance is not 10 years;

(d) the amount of the Advance, when aggregated with the amount of all previous Advances, would exceed 90% of the Facility Amount and we have not been provided with a certified copy of an occupation certificate or similar certificate acceptable to us and the ACT Government authorizing habitation of the works that are funded by this facility; or

(e) the Drawdown Instruction does not otherwise comply with this Funding Facility.

3.4 Drawdown Instructions Irrevocable

A Drawdown Instruction that complies with clauses 4.2 and 4.3 will be irrevocable after it is received by the Credit Provider.

3.5 Extension of Availability Period

(a) The Borrower may request an extension of the Availability Period by notice given to the Credit Provider.

(b) The Borrower must provide such information and documents as may reasonably be requested by the Credit Provider to enable it to assess any request for an extension of the Availability Period.

(c) The Credit Provider may approve or refuse an application to extend the Availability Period at its discretion.

(d) If a request to extend the Availability Period is approved, the Borrower must pay the fee for extending the Availability Period as specified in the Facility Agreement.

4. FIXED RATE

Each Advance will be at a fixed rate of interest.

5. ANNUAL PERCENTAGE RATE

The method for determining the Annual Percentage Rate in relation to each Account is specified in the Facility Agreement.

6. CALCULATION OF INTEREST

6.1 Daily percentage rates

The method for determining the daily percentage rate in relation to each Account is specified in the Facility Agreement.

6.2 Calculation of interest charges

Subject to clauses 7.3 and 7.4, we calculate interest charges on a daily basis in the manner specified in the Facility Agreement.

6.3 Interest on judgments

If we have obtained a judgment for any amount the Borrower has not paid under this Funding Facility, interest charges will continue to be calculated on the amount of the judgment on a daily basis by applying the applicable Default Rate to the amount of the judgment until the Borrower pays it.

6.4 Credit balance

If on any day the Daily Balance of an Account is a credit balance, we will calculate interest charges payable by the Borrower on the basis that the Account has a zero Balance on that day. No interest will be payable by us to the Borrower in any circumstances.

7. INTEREST CHARGES

7.1 When we will debit interest charges

Interest charges will be debited to each Account in accordance with the Facility Agreement.

7.2 Other times we may debit interest charges

Interest charges may also be debited to an Account at the following times:

(a) immediately before we credit to an Account a payment that equals or exceeds the Balance at that time;

(b) on the day the last Payment for an Account is due; and/or

(c) if the Balance has become due under clause 13 of these Terms and Conditions, once each month on a day we choose.

7.3 Effect of debiting of interest charges

Any interest charges debited to an Account become part of the Balance on which interest charges are calculated for that Account.

7.4 Calculation of interest charges to be debited

For each debit of interest charges, the amount debited will be the interest charges calculated in accordance with clause 7.2 for the period starting on the day interest charges were last debited and ending on the day before interest charges are to be debited (including each of those days).

8. FEES AND CHARGES

8.1 Fees and charges the Borrower must pay

The fees and charges that the Borrower must pay under this Funding Facility are the Credit Fees and Charges and Government Transaction Charges set out in the Facility Agreement.

8.2 Debiting of fees and charges

The Borrower authorises us to charge the Credit Fees and Charges and the Government Transaction Charges that it must pay under this Funding Facility and to debit them to its Account/s.

8.3 Payment of fees and charges

When any Credit Fee or Charge is due, we may at our discretion invoice the Borrower or debit the Borrower's bank account or draw on the Facility for the amount of the fee or charge. The Borrower grants to us an irrevocable power of attorney to complete and execute such Drawdown Instructions and associated documents and authorises us do all things that may be required to effect a debit on the Borrower's bank account or a drawing under the Facility so that the Credit Fee or Charge is paid when due.

8.4 When the Borrower must pay fees and charges

The Borrower must pay the Credit Fees and Charges in accordance with the Facility Agreement. The Credit Fees and Charges must be paid to us, or as we may direct in writing.

8.5 Government Transaction Charges

When Government Transaction Charges are debited to an Account they become payable by the Borrower as part of the Balance of that Account.

8.6 Non-acceptance of offer or termination of Funding Facility

We may retain or require payment of any Credit Fees and Charges paid by the Borrower or incurred by us if the Borrower does not accept the Facility Agreement or this Funding Facility is terminated for any reason (other than us exercising a discretion to terminate the Facility Agreement without cause in circumstances where there is no Market Disruption Event)..

9. STATEMENT OF ACCOUNT

9.1 What we can debit to an Account

We can debit to an Account any amount we lend to the Borrower and anything payable under this Funding Facility.

9.2 Effect of debiting of amounts

Any amount debited to an Account becomes part of the Balance on which we calculate interest charges.

9.3 When we will give statements of account

We will provide the Borrower with statements of account every 3 months.

10. PAYMENTS

10.1 Amount the Borrower owes us

The Borrower owes us and must pay the Balance and any other amount payable by it under this Funding Facility in accordance with this Funding Facility.

10.2 Payments

The Borrower must pay us the Payments set out in the Facility Agreement at the times specified in the Facility Agreement. However, in respect of a particular Account, it is not required to pay more than the Balance of that Account at any time.

10.3 Final Payment of an Account

On the day the last Payment is due for an Account, the Borrower must pay the Balance of that Account and all other amounts it owes in respect of that Account.

10.4 How the Borrower must make payments

Payments are to be made:

(a) by Direct Debit from an Australian dollar denominated account at an Australian bank or financial institution designated by the Borrower (unless we agree in writing to some other method of payment);

(b) in Australian dollars, and

(c) to us or as we direct.

10.5 Direct Debit service agreement

11.5.1 The Borrower's Direct Debit obligations

The Borrower must:

(a) ensure that the financial institution specified in the Direct Debit Request Form accepts and acts upon Direct Debits for the account specified in that form (direct debiting through BECS may not be available on all accounts);

(b) ensure that the account details specified in the Direct Debit Request Form are correct (for example, by comparison to a recent statement from the Borrower's financial institution);

(c) ensure there are sufficient clear funds available in the relevant account to meet each authorized Direct Debit on its due date;

(d) advise us if the account specified in the Direct Debit Request Form is transferred or closed or the details change;

(e) provide Direct Debit instructions for a new account if the account specified in the Direct Debit Request Form is closed or transferred; and

(f) ensure that the Direct Debit Request Form is signed by the required signatories to the account specified.

If the Borrower is uncertain about anything, it should check with its financial institution before signing the Direct Debit Request Form.

11.5.2 The terms of the Borrower's Direct Debit arrangements

The Borrower agrees that we may debit from the account specified in the Direct Debit Request Form:

(a) each Payment on the relevant Payment Date;

(b) any amounts payable under this Funding Facility when they are due; and

(c) such other amounts at such other times as authorized by the Borrower from time to time.

11.5.3 Variation or cancellation of Direct Debit arrangements

(a) If the Borrower wishes to alter all or any part of the Direct Debit arrangements (for example, if the Borrower wishes to defer a payment or changes its bankers), it must give us at least 14 days' prior notice in writing. The Borrower must also ensure that suitable alternative Direct Debit arrangements are put in place in order for it to comply with its payment obligations under this Funding Facility.

(b) If we wish to alter all or any part of the Direct Debit arrangements, we must give the Borrower at least 14 days' prior notice in writing.

11.5.4 Stopping Direct Debits

If the Borrower wishes to stop any Direct Debit or cancel a Direct Debit Request Form, it must give us or its financial institution at least 14 days' prior notice in writing.

11.5.5 Disputed Direct Debits

We have a customer claims process in place in case of disputed Direct Debits. The Borrower should contact the Credit Provider in the first instance if it has a complaint regarding the amount or timing of any Direct Debits under the Direct Debit Request Form. The contact details for the Credit Provider are set out in the Facility Agreement. Claims may also be directed to the Borrower's financial institution.

11.5.6 Debit days not Normal Working Days

If a Direct Debit is to be made from the account specified in the Direct Debit Request Form on a day that is not a Normal Working Day, that Direct Debit may be made on the next Normal Working Day. If the Borrower is uncertain about when a Direct Debit will be processed, it should check with its financial institution.

11.5.7 Dishonour by the Borrower's financial institution

If a Direct Debit we attempt is dishonoured, the Account will be adjusted and the Borrower must pay us any applicable Credit Fees and Charges.

11.5.8 Indemnity

Subject to clause 11.5.9, you indemnify us against all losses, costs, damages and liabilities that we suffer as a result of you breaching the Direct Debit provisions of this agreement or you providing us with an invalid or non-binding Direct Debit Request Form including, without limitation, legal costs and expenses on a full indemnity basis. This indemnity is a continuing obligation, separate and independent from your other obligations and survives termination of this agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement. You must pay us any sum due under this clause 11.5.8 fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

11.5.9 Exclusion from indemnity

The indemnity you give under clause 11.5.8 does not extend to:

(a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or

(b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees, or our agents.

11.5.10 Confidentiality

We will keep details of the account specified in any Direct Debit Request Form confidential except where:

(a) required for the purposes of conducting Direct Debits with the Borrower's nominated financial institution (for example, we may need to provide this information to a sponsor in connection with a claim made on it relating to an alleged incorrect or wrongful debit);

(b) disclosure is required for us to comply with our obligations to the ACT Government in accordance with the Scheme.

(c) we receive the Borrower's permission to release those details; or

(d) we are required to disclose such details by Law.

10.6 When the Borrower gets credit

We do not treat a payment as made until we credit it to an Account.

10.7 How we apply payments

We can apply any payment or other credit to any amount the Borrower owes under this Funding Facility in any order we determine.

10.8 Effect of numerous Accounts or other credit contracts

If the Borrower has numerous Accounts or more than one credit contract with us and it makes a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the Accounts and/or credit contracts in any way we determine.

10.9 No set-off or counterclaim

All payments made by the Borrower under this Funding Facility must, to the extent permitted by Law, be free of any set-off or counterclaim.

11. WAIVING OUR RIGHTS

We can waive any of our rights under this Funding Facility.

12. EARLY PAYMENT

12.1 Early Payment of whole or part of Balance

If the Borrower intends to repay the whole or part of the Balance of an Account, it must also pay interest charges calculated to (but excluding) and debited on the date of Payment plus any applicable Credit Fees and Charges, including the Early Payment fee provided for in the Facility Agreement.

13. DEFAULT

13.1 Default Rate may apply

A Default Rate of interest may be charged under this Funding Facility when payments are in default. The Default Rate will be imposed only in respect of the amount of the payment in default and while the default continues.

13.2 When the Borrower will be in default

The Borrower will be in default under this Funding Facility if:

(a) it fails to provide information reasonably required by us for the purposes of the Funding Facility and does not remedy the default within 7 days of the due date or such longer period agreed by us;

(b) it does not pay any amount payable under this Funding Facility by its due date for payment and does not remedy the default within 7 days of the due date or such longer period agreed by us;

(c) it breaches any other material provision of this Funding Facility;

(d) the assets of the Borrower or the Property are dealt with, without our consent, in breach of this Funding Facility

(e) the Borrower has obtained Preliminary Approval but does not receive Final Approval within 3 months of date of issue of the Preliminary Approval (or such later date as approved by the ACT Government);

(f) it is in default under the Territory Direct Deed;

(g) it is in default under any other credit contract it has entered into with us;

(h) it ceases to comply with the requirements of any Law or any requirement of a statutory authority or any requirements on the Borrower, including in relation to insurance of the Property;

(i) we believe on reasonable grounds that we were induced by fraud to enter this Funding Facility or the Borrower gives us information or makes a representation or warranty to us which is materially incorrect or misleading (including by omission);

(j) a security interest it has given is enforced;

(k) a judgment for an amount owing by it is obtained from a Court and not satisfied within fourteen days;

(l) the outstanding amount of the loan exceeds 35 of the aggregate market value of the lots in the property; or

(m) all or any material part of the Property is compulsorily acquired by or by order of any government or governmental, semi-governmental or judicial entity or authority or under any Law,

provided however, that an event in this clause 14.2 that does not relate to the failure by the Borrower to pay money to us is taken not to be a default unless it presents a risk which is material to us, which will only be the case if the event by its nature is material, or we reasonably consider the event has had, or is likely to have, a material impact on:

(i) the Borrower's ability to meet its financial obligations to us (or our ability to assess this); or
(ii) our legal or reputation risk.

13.3 Effect of default

If the Borrower is in default under clause 14.2, and either:

(a) if the default can be remedied:

(i) we have given the Borrower a written notice stating what the default is and requesting the Borrower to remedy the default; and

(ii) the Borrower has not remedied the default within 30 days (or such longer period required by Law or allowed in the notice) of receipt of the notice, or if it has been remedied in that period but a further default of the same kind has occurred in that period and is continuing at the end of that period; or

(b) if the default cannot be remedied, and we have given the Borrower a notice stating what the default is,

we may do any or all of the following:

(i) make the Balance of all the Borrower's Accounts and any other amount payable by the Borrower under this Funding Facility immediately due and payable;

(ii) cancel any obligation we have to provide any further Advances under this Funding Facility; and
(iii) exercise any and all of our rights under this Funding Facility.

13.4 When Balance is due

We do not need to give the Borrower notice that the Balance of any Account or any other amount payable by it under this Funding Facility is immediately due and payable.

13.5 Enforcement expenses

Enforcement expenses may become payable under this Funding Facility in the event of a breach. To the extent permitted by Law, enforcement expenses include, but are not limited to, those reasonably incurred in using our staff and facilities or engaging external service providers.

13.6 When the Borrower must pay enforcement expenses

The Borrower must pay us all reasonable enforcement expenses we incur or expend in exercising our rights under this Funding Facility resulting from any default of the Borrower. We may debit these amounts to any of the Borrower's Accounts and they are payable when they are debited.

13.7 Indemnities

The Borrower shall indemnify us against any cost, expense, loss or liability (including legal fees) reasonably incurred by us as a result of or in connection with:

(a) (a) the Borrower being in default; or

(b) (b) investigations we carry out because we reasonably believe the Borrower is in default; or

(c) (c) any enquiry, investigations, claims, subpoena (or similar order) or litigation with respect to the Borrower or with respect to the transactions contemplated or financed under this Funding Facility; or

(d) (d) any action which we may need to take (acting reasonably) to exercise or preserve any of our rights, powers or remedies under this Funding Facility.

13.8 Exclusion from Indemnity

The indemnity you give under clause 14.7 does not extend to:

(a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or

(b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees or our agents.

14. CERTIFICATES ABOUT THIS FUNDING FACILITY

14.1 Certificates issued on the Borrower's behalf

We may rely on any statement made or instruction given by a member of the Borrower's Committee or the Manager.

15. CHANGES AND NOTICES

15.1 Changes to interest rates

[Not used.]

15.2 Changes to Payments

[Not used.]

15.3 Notices

We can give any notice or other document to the Borrower at the address it nominates to us or in any other way the Law allows. We may assume that the address of the Property is the Borrower's address for notices.

16. OWNER HARDSHIP POLICY

16.1 Operation of the Owner Hardship Policy

1. The ACT Government may from time to time and in its absolute discretion determine that a residential owner occupier who is a member of the Borrower may defer payment of the levies associated with the Funding Facility;

2. For the avoidance of doubt, the Owner Hardship Policy applies only to the levies required for the Borrower to meet its obligations under the Funding Facility. It does not apply to any other levies payable by owners. The Owner Hardship Policy and this clause 17 will only provide for deferment of the levies, not for any waiver or cancellation of levies;

3. If the Territory determines the Owner Hardship Policy should be applied, the Credit Provider will advise the Borrower of the relevant details and will temporarily reduce the Repayment of the Funding Facility by the amount relevant to the owner;

4. The hardship period will cease on the earlier of:

    a. Sale of the lot owned by the relevant owner;

    b. The day the lot ceases to be the owner's primary place of residence;

    c. The day of the final payment under this Funding Facility mentioned in clause 11.3.

16.2 Obligations of the Borrower

If the ACT Government determines that a member of the Borrower is to be granted relief for hardship, the Borrower must:

1. Keep a record of the unpaid levies of the relevant owner that relate to (and only to) the Borrower's obligation to make repayments to the Credit Provider in respect of the Funding Facility;

2. Not charge any late payment fees; interest or other financial penalty or seek to enforce on the amount owing by the relevant owner that relates to the Funding Facility;

3. Monthly and on the reasonable request of the Credit Provider, advise the Credit Provider of the accumulated amount of deferred levies and such other details as the Credit Provider may reasonably request;

4. On request of the relevant owner, advise both the Credit Provider and the relevant owner of the accumulated amount of the deferred levies;

5. If:

    a. settlement occurs on the sale of any lot owned by the relevant owner, or the Borrower must collect the full amount of the accumulated levies, and notify the Credit Provider of such collection and, on the next Payment Date, pay that amount to the Credit Provider;

    b. If the lot ceases to be the primary place of residence of the relevant owner for any reason other than a sale of the lot under which settlement is to occur within 60 days, the Borrower must collect the full amount of the accumulated levies, and notify the Credit Provider of such collection and, on the next Payment Date, pay that amount to the Credit Provider on the next Payment Date; and

    c. If neither of the events mentioned in (a) or (b) has occurred before the day of the final payment under this Funding Facility, the Borrower must pay the full amount of the accumulated levies to the Credit Provider as part of that final payment.

16.3 Cessation of Owner Hardship

If the ACT Government determines that the owner has ceased to be in hardship before any of the events referred to in clause 17.2 occurs, the relevant owner must recommence paying levies related to the participant loan (and the Credit Provider will restore the level of the Repayment) the but payment of the levies that were deferred during the hardship periods is optional until one of those events referred to in clause 17.2 occurs. Where an owner that has been affected by hardship chooses to pay any of the arrears, the Borrower must notify the Credit Provider of such payment and, on the next Payment Date, pay that amount to the Credit Provider.

17. GOVERNING LAW

17.1 Choice of Law

This Funding Facility is subject to the Laws of the Australian Capital Territory.

17.2 Submission to jurisdiction

The Borrower submits to the jurisdiction of the courts of the Australian Capital Territory which Laws apply to this Funding Facility and the proper jurisdiction of any other court.

18. GENERAL

18.1 Appointment of agents and others

(a) We may at any time appoint persons to act as our agent, manager, servicer, custodian or in other any other capacity to perform similar or identical functions.

(b) All exemptions or limits on liability and all indemnities under this Funding Facility that apply to us also apply to protect any agent, manager, servicer, custodian or other person appointed under clause 19.1(a) and their employees.

18.2 Assignment and novation

(a) We may assign our rights under this Funding Facility at any time without obtaining the Borrower's consent or notifying the Borrower.

(b) If required by the ACT Government, we may novate this Facility Agreement to a third party nominated by the ACT Government and you agree to assist us and take all reasonable steps to effect that novation including by signing deeds and other agreements.

18.3 Consistency with Laws

This Funding Facility is to be read and interpreted as consistent with all Laws and if any provision of this Funding Facility is invalid or unenforceable in whole or in part, the rest of this Funding Facility will remain valid and enforceable.

18.4 Credit Legislation

(a) This clause 19.4 applies only to the extent this agreement is regulated by the Credit Legislation.

(b) This Funding Facility does not:

(i) exclude, modify or restrict any rights or duty given to, or imposed on, us or the Borrower under the Credit Legislation;

(ii) require the Borrower to perform an obligation that is prohibited by the Credit Legislation; or

(iii) give us any right which is prohibited by the Credit Legislation,

but if a term has this effect, then the term is limited or severed or both to the extent it has that effect.

Attachment “B”

Information Statement

Prescribed Notice

INFORMATION STATEMENT
Things you should know about the proposed credit contract

This statement tells you about some of the rights and obligations of The Owners - Units Plan 2839 (the **"Borrower"**) and its Credit Provider. It does not state the terms and conditions of the contract.

If you have any concerns about the contract, contact the Credit Provider and, if you still have concerns, the AFCA scheme, or get legal advice.

The Contract

1. How can the Borrower get details of the proposed credit contract?

The Credit Provider must give the Borrower a precontractual statement containing certain information about the contract. The precontractual statement, and this document, must be given to the Borrower before -

- the contract is entered into; or
- the Borrower makes an offer to enter into the contract;

whichever happens first.

2. How can the Borrower get a copy of the final contract?

If the contract document is to be signed by the Borrower and returned to the Credit Provider, the Borrower must be given a copy to keep.

Also, the Credit Provider must give the Borrower a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the Credit Provider has previously given the Borrower a copy of the contract document to keep.

If you want another copy of the contract, write to the Credit Provider and ask for one. The Credit Provider may charge you a fee. The Credit Provider has to give the Borrower a copy:

- within 14 days of a written request if the original contract came into existence 1 year or less before the request; or
- otherwise within 30 days of a written request.

3. Can the Borrower terminate the contract?

Yes. The Borrower can terminate the contract by writing to the Credit Provider so long as it has not obtained any credit under the contract. However, the Borrower will still have to pay any fees or charges incurred before it terminates the contract.

4. Can the Borrower pay the credit contract out early?

Yes. The Borrower can pay the Credit Provider the amount required to pay out the credit contract on the day it wishes to end the contract.

5. How can the Borrower find out the pay out figure?

The Borrower can write to the credit provider at any time and ask for a statement of the pay out figure as at any date it specifies. It can also ask for details of how the amount is made up.

The Credit Provider must give the Borrower a statement within 7 days after it gives a request to the Credit Provider. The Borrower may be charged a fee for the statement.

6. Will the Borrower pay less interest if it pays out the contract early?

Yes. The interest the Borrower can be charged depends on the actual time money is owing. However, it may have to pay an early termination fee (if the contract permits the Credit Provider to charge one) and other fees.

7. Can the contract be changed by the Credit Provider?

Yes, but only if the contract says so.

8. Will the Borrower be told in advance if the Credit Provider is going to make a change in the contract?

That depends on the type of change. For example:

- the Borrower gets at least same day notice for a change to the annual percentage rate. That notice may be a written notice to the Borrower or a notice published in a newspaper.

- the Borrower gets 20 days advance written notice for:
    - a change in the way in which interest is calculated; or
    - a change in credit fees and charges; or
    - any other changes by the credit provider;

  except where the change reduces what the Borrower has to pay or the change happens automatically under the contract.

9. Is there anything the Borrower can do if it thinks that the contract is unjust?

Yes. The Borrower should first talk to the Credit Provider. Discuss the matter and see if some arrangement can be come to.

If that is not successful, the Borrower may contact the AFCA scheme. The AFCA scheme is a free service established to provide the Borrower with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at

Telephone: 1800 931 678 (free call)

Website: www.afca.org.au

Email: info@afca.org.au

In writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001 Australia

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at http://www.asic.gov.au.

General

10. What does the Borrower do if it cannot make a payment?

Get in touch with the Credit Provider immediately. Discuss the matter and see if it can come to some arrangement. The Borrower can ask the credit provider to change the contract in a number of ways-

- to extend the term of the contract and reduce payments; or
- to extend the term of the contract and delay payments for a set; or
- to delay payments for a set time.

11. What if the Credit Provider and the Borrower can not agree on a suitable arrangement?

If the Credit Provider refuses the Borrower's request to change the repayments, the Borrower can ask the Credit Provider to review this decision if the Borrower thinks it is wrong.

If the Credit Provider still refuses the Borrower's request, the Borrower you can complain to the AFCA scheme, or ASIC, or get legal advice

12. Can the Credit Provider take action against the Borrower?

Yes, if the Borrower is in default under the contract. But the law says that the Borrower can not be unduly harassed or threatened for repayments. If the Borrower thinks it is being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

13. Does the Borrower have any other rights and obligations?

Yes. The law will give the Borrower other rights and obligations. The Borrower should also READ THE CONTRACT carefully.

IF THE BORROWER HAS ANY COMPLAINTS ABOUT THE CREDIT CONTRACT, OR WANTS MORE INFORMATION, CONTACT THE CREDIT PROVIDER. THE BORROWER MUST ATTEMPT TO RESOLVE THE COMPLAINT WITH THE CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF THE BORROWER HAS A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO THE CREDIT PROVIDER THE BORROWER CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE THE BORROWER WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT

TELEPHONE: 1800 931 678 (FREE CALL)
WEBSITE: WWW.AFCA.ORG.AU
EMAIL: INFO@AFCA.ORG.AU
IN WRITING TO: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY
GPO BOX 3,
MELBOURNE VIC 3001 AUSTRALIA

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Attachment “C”

Credit Guide

Lannock Capital 2 Pty Ltd
Level 3, 140 William Street
Woolloomooloo NSW 2011
ABN 44 153 391 283
Australian Credit Licence Number: 412905

Lannock Capital 2 Pty Ltd Credit Guide
September 2012

Lannock Capital 2 Pty Ltd (**we** or **us**) provides in this Credit Guide information relevant to the following types of credit provided by us to strata title corporations:

- Lines of credit

This type of credit is referred to below as a Line of Credit.

Inquiries, verification and assessments
Prior to providing to the corporation any Line of Credit, we will:

- Make inquiries about the corporation requirements and objectives in relation to the Line of Credit and the corporation's financial situation;
- Take steps to verify the information you provide regarding the corporation's financial situation; and
- Make an assessment on whether the Line of Credit is not suitable for the corporation.

The Line of Credit will be assessed as unsuitable for you if:

- It will not meet the corporation's requirements or objectives;
- It is likely the corporation will not be able to comply with the resulting financial obligations; or
- It is likely the corporation would only be able to comply with the resulting financial obligations with substantial hardship.

Lannock Capital 2 Pty Ltd is prohibited by law from providing a Line of Credit if it is assessed to be unsuitable for you.

It is therefore important that all the information you provide is complete and accurate.

If you request a copy of the assessment made in relation to the Line of Credit which the corporation has applied for or which has been provided to the corporation, Lannock Capital 2 Pty Ltd is required by law to provide that copy without charge:

- Prior to entering into the contract with the corporation for the Line of Credit, if the copy is requested prior to the contract being entered into;
- Within 7 business days, if the copy is requested within 2 years of the day on which the contract for the Line of Credit is made; or
- Within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the contract for the Line of Credit is made

If you have a problem or dispute

a) Our service commitment
We are committed to providing our customers with the best customer service experience. Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

b) How to contact us about a problem of dispute

There are a number of ways to contact us:

Telephone the office on:	(02) 9357 5371
Email us at:	strata@lannock.com.au
Fax:	02 9357 5380
Mail:	Customer Relations Lannock Capital 2 Pty Ltd

c) How will the corporation's complaint be handled?

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved. We aim to resolve all complains within 5 business days. If this is not possible we will keep you informed of our progress.

If your complaint cannot be resolved promptly, our office will take responsibility and work with you to resolve the matter.

d) What to do if you feel your complaint has not been resolved

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

Telephone: 1800 931 678 (free call)
Website: www.afca.org.au
Email: info@afca.org.au
In writing to: Australian Financial Complaints Authority
GPO Box 3,
Melbourne VIC 3001 Australia

The Australian Securities and Investments Commission (ASIC) also have an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

Attachment “D”

Direct Debit Request Service Agreement

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 ABN 44 153 391 283**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

Definitions	***account*** means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited. ***agreement*** means this Direct Debit Request Service Agreement between *you* and *us*. ***banking day*** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia. ***debit day*** means the day that payment by *you* to us is due. ***debit payment*** means a particular transaction where a debit is made. ***direct debit request*** means the Direct Debit Request between *us* and *you*. ***us*** or ***we*** means Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 ABN 44 153 391 283 *you* have authorised by requesting a Direct Debit Request. ***you*** means the customer who has signed or authorised by other means the *Direct Debit Request*. ***your financial institution*** means the financial institution nominated by *you* on the DDR at which the account is maintained.
1.Debiting your account	1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from your account. *You* should refer to the Direct Debit Request and this agreement for the terms of the arrangement between *us* and *you*. 1.2 *We* will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request.* ***or*** *We* will only arrange for funds to be debited from *your account* if *we* have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due. 1.3 If the debit day falls on a day that is not a banking day, *we* may direct your *financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask your *financial institution*.
2.Amendments by *us*	*We* may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen **(14) days** written notice.
3.Amendments by *you*	*You* may change*****, stop or defer a debit payment, or terminate this agreement by providing us with at least **14 days** notification by writing to: Lannock Capital 2 Pty Ltd Suite 1801, Level 18, 227 Elizabeth Street, Sydney NSW 2000 *or* by telephoning us on **02 9357 5371** during business hours ***or*** arranging it through your own financial institution, which is required to act promptly on your instructions. *****Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Lannock Capital 2 Pty Ltd of your new account details.
4.*Your* obligations	4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *Direct Debit Request*. 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*: (a) *you* may be charged a fee and/or interest by *your financial institution;* (b) *you* may also incur fees or charges imposed or incurred by *us;* and

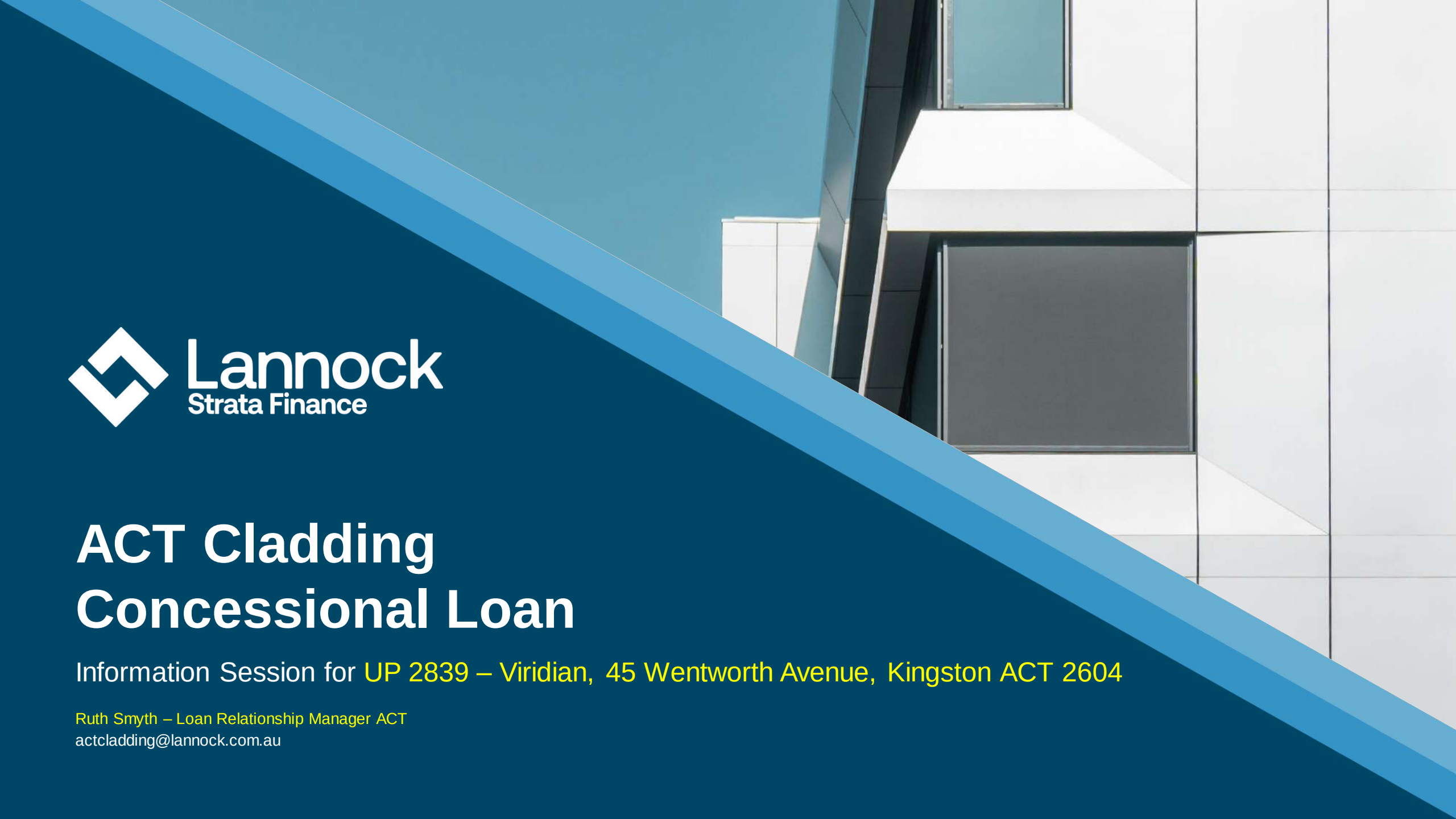
	(c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*. 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.
5.Dispute	5.1 If you believe that there has been an error in debiting *your account, you* should notify us directly on **02 9357 5371** and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution. 5.2 If *we* conclude as a result of our investigations that *your* account has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your* account (including interest and charges) accordingly. W*e* will also notify you in writing of the amount by which *your account* has been adjusted. 5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.
6.Accounts	*You* should check: (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions. (b) *your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and (c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.
7.Confidentiality	7.1 *We* will keep any information (including *your account* details) in *your Direct Debit Request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information. 7.2 *We* will only disclose information that *we* have about *you*: (a) to the extent specifically required by law; or (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).
8.Notice	8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement, you* should write to Lannock Capital 2 Pty LtdSuite 1801, Level 18, 227 Elizabeth Street, Sydney NSW 2000. 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*. 8.3 Any notice will be deemed to have been received on the third *banking day* after posting.

PMT NO.	PAYMENT DATE	BEGINNING BALANCE	REPAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	-	LOT NUMBER	ENTITLEMENTS	TOTAL PER MONTH
1	01/12/2023	$4,100,000.00	$41,901.33	$27,551.33	$14,350.00	$4,072,448.67		1	70	$293.31
2	01/01/2024	$4,072,448.67	$41,901.33	$27,647.76	$14,253.57	$4,044,800.90		2	100	$419.01
3	01/02/2024	$4,044,800.90	$41,901.33	$27,744.53	$14,156.80	$4,017,056.37		3	36	$150.84
4	01/03/2024	$4,017,056.37	$41,901.33	$27,841.64	$14,059.70	$3,989,214.74		4	43	$180.18
5	01/04/2024	$3,989,214.74	$41,901.33	$27,939.08	$13,962.25	$3,961,275.65		5	36	$150.84
6	01/05/2024	$3,961,275.65	$41,901.33	$28,036.87	$13,864.46	$3,933,238.78		6	36	$150.84
7	01/06/2024	$3,933,238.78	$41,901.33	$28,135.00	$13,766.34	$3,905,103.79		7	43	$180.18
8	01/07/2024	$3,905,103.79	$41,901.33	$28,233.47	$13,667.86	$3,876,870.32		8	101	$423.20
9	01/08/2024	$3,876,870.32	$41,901.33	$28,332.29	$13,569.05	$3,848,538.03		9	101	$423.20
10	01/09/2024	$3,848,538.03	$41,901.33	$28,431.45	$13,469.88	$3,820,106.58		10	43	$180.18
11	01/10/2024	$3,820,106.58	$41,901.33	$28,530.96	$13,370.37	$3,791,575.62		11	36	$150.84
12	01/11/2024	$3,791,575.62	$41,901.33	$28,630.82	$13,270.51	$3,762,944.80		12	36	$150.84
13	01/12/2024	$3,762,944.80	$41,901.33	$28,731.03	$13,170.31	$3,734,213.77		13	43	$180.18
14	01/01/2025	$3,734,213.77	$41,901.33	$28,831.59	$13,069.75	$3,705,382.18		14	101	$423.20
15	01/02/2025	$3,705,382.18	$41,901.33	$28,932.50	$12,968.84	$3,676,449.69		15	101	$423.20
16	01/03/2025	$3,676,449.69	$41,901.33	$29,033.76	$12,867.57	$3,647,415.93		16	43	$180.18
17	01/04/2025	$3,647,415.93	$41,901.33	$29,135.38	$12,765.96	$3,618,280.55		17	36	$150.84
18	01/05/2025	$3,618,280.55	$41,901.33	$29,237.35	$12,663.98	$3,589,043.20		18	36	$150.84
19	01/06/2025	$3,589,043.20	$41,901.33	$29,339.68	$12,561.65	$3,559,703.52		19	43	$180.18
20	01/07/2025	$3,559,703.52	$41,901.33	$29,442.37	$12,458.96	$3,530,261.14		20	101	$423.20
21	01/08/2025	$3,530,261.14	$41,901.33	$29,545.42	$12,355.91	$3,500,715.72		21	36	$150.84
22	01/09/2025	$3,500,715.72	$41,901.33	$29,648.83	$12,252.51	$3,471,066.90		22	36	$150.84
23	01/10/2025	$3,471,066.90	$41,901.33	$29,752.60	$12,148.73	$3,441,314.30		23	43	$180.18
24	01/11/2025	$3,441,314.30	$41,901.33	$29,856.73	$12,044.60	$3,411,457.56		24	36	$150.84
25	01/12/2025	$3,411,457.56	$41,901.33	$29,961.23	$11,940.10	$3,381,496.33		25	36	$150.84
26	01/01/2026	$3,381,496.33	$41,901.33	$30,066.10	$11,835.24	$3,351,430.23		26	43	$180.18
27	01/02/2026	$3,351,430.23	$41,901.33	$30,171.33	$11,730.01	$3,321,258.90		27	92	$385.49
28	01/03/2026	$3,321,258.90	$41,901.33	$30,276.93	$11,624.41	$3,290,981.98		28	43	$180.18
29	01/04/2026	$3,290,981.98	$41,901.33	$30,382.90	$11,518.44	$3,260,599.08		29	36	$150.84
30	01/05/2026	$3,260,599.08	$41,901.33	$30,489.24	$11,412.10	$3,230,109.84		30	36	$150.84
31	01/06/2026	$3,230,109.84	$41,901.33	$30,595.95	$11,305.38	$3,199,513.89		31	36	$150.84
32	01/07/2026	$3,199,513.89	$41,901.33	$30,703.04	$11,198.30	$3,168,810.86		32	36	$150.84
33	01/08/2026	$3,168,810.86	$41,901.33	$30,810.50	$11,090.84	$3,138,000.36		33	43	$180.18
34	01/09/2026	$3,138,000.36	$41,901.33	$30,918.33	$10,983.00	$3,107,082.03		34	36	$150.84
35	01/10/2026	$3,107,082.03	$41,901.33	$31,026.55	$10,874.79	$3,076,055.48		35	36	$150.84
36	01/11/2026	$3,076,055.48	$41,901.33	$31,135.14	$10,766.19	$3,044,920.34		36	43	$180.18
37	01/12/2026	$3,044,920.34	$41,901.33	$31,244.11	$10,657.22	$3,013,676.23		37	48	$201.13
38	01/01/2027	$3,013,676.23	$41,901.33	$31,353.47	$10,547.87	$2,982,322.76		38	48	$201.13
39	01/02/2027	$2,982,322.76	$41,901.33	$31,463.20	$10,438.13	$2,950,859.56		39	49	$205.32
40	01/03/2027	$2,950,859.56	$41,901.33	$31,573.33	$10,328.01	$2,919,286.23		40	49	$205.32
41	01/04/2027	$2,919,286.23	$41,901.33	$31,683.83	$10,217.50	$2,887,602.40		41	49	$205.32
42	01/05/2027	$2,887,602.40	$41,901.33	$31,794.73	$10,106.61	$2,855,807.68		42	49	$205.32
43	01/06/2027	$2,855,807.68	$41,901.33	$31,906.01	$9,995.33	$2,823,901.67		43	51	$213.70
44	01/07/2027	$2,823,901.67	$41,901.33	$32,017.68	$9,883.66	$2,791,883.99		44	50	$209.51
45	01/08/2027	$2,791,883.99	$41,901.33	$32,129.74	$9,771.59	$2,759,754.25		45	50	$209.51
46	01/09/2027	$2,759,754.25	$41,901.33	$32,242.19	$9,659.14	$2,727,512.06		46	52	$217.89
47	01/10/2027	$2,727,512.06	$41,901.33	$32,355.04	$9,546.29	$2,695,157.02		47	37	$155.03
48	01/11/2027	$2,695,157.02	$41,901.33	$32,468.28	$9,433.05	$2,662,688.73		48	52	$217.89
49	01/12/2027	$2,662,688.73	$41,901.33	$32,581.92	$9,319.41	$2,630,106.81		49	51	$213.70
50	01/01/2028	$2,630,106.81	$41,901.33	$32,695.96	$9,205.37	$2,597,410.85		50	51	$213.70
51	01/02/2028	$2,597,410.85	$41,901.33	$32,810.40	$9,090.94	$2,564,600.45		51	53	$222.08
52	01/03/2028	$2,564,600.45	$41,901.33	$32,925.23	$8,976.10	$2,531,675.22		52	38	$159.23
53	01/04/2028	$2,531,675.22	$41,901.33	$33,040.47	$8,860.86	$2,498,634.75		53	52	$217.89
54	01/05/2028	$2,498,634.75	$41,901.33	$33,156.11	$8,745.22	$2,465,478.64		54	52	$217.89
55	01/06/2028	$2,465,478.64	$41,901.33	$33,272.16	$8,629.18	$2,432,206.48		55	52	$217.89
56	01/07/2028	$2,432,206.48	$41,901.33	$33,388.61	$8,512.72	$2,398,817.87		56	53	$222.08
57	01/08/2028	$2,398,817.87	$41,901.33	$33,505.47	$8,395.86	$2,365,312.40		57	38	$159.23
58	01/09/2028	$2,365,312.40	$41,901.33	$33,622.74	$8,278.59	$2,331,689.66		58	55	$230.46
59	01/10/2028	$2,331,689.66	$41,901.33	$33,740.42	$8,160.91	$2,297,949.24		59	55	$230.46
60	01/11/2028	$2,297,949.24	$41,901.33	$33,858.51	$8,042.82	$2,264,090.72		60	55	$230.46
61	01/12/2028	$2,264,090.72	$41,901.33	$33,977.02	$7,924.32	$2,230,113.71		61	39	$163.42
62	01/01/2029	$2,230,113.71	$41,901.33	$34,095.94	$7,805.40	$2,196,017.77		62	54	$226.27
63	01/02/2029	$2,196,017.77	$41,901.33	$34,215.27	$7,686.06	$2,161,802.50		63	67	$280.74
64	01/03/2029	$2,161,802.50	$41,901.33	$34,335.03	$7,566.31	$2,127,467.48		64	64	$268.17
65	01/04/2029	$2,127,467.48	$41,901.33	$34,455.20	$7,446.14	$2,093,012.28		65	67	$280.74
66	01/05/2029	$2,093,012.28	$41,901.33	$34,575.79	$7,325.54	$2,058,436.49		66	55	$230.46
67	01/06/2029	$2,058,436.49	$41,901.33	$34,696.81	$7,204.53	$2,023,739.68		67	67	$280.74
68	01/07/2029	$2,023,739.68	$41,901.33	$34,818.24	$7,083.09	$1,988,921.44		68	64	$268.17
69	01/08/2029	$1,988,921.44	$41,901.33	$34,940.11	$6,961.23	$1,953,981.33		69	67	$280.74
70	01/09/2029	$1,953,981.33	$41,901.33	$35,062.40	$6,838.93	$1,918,918.93		70	63	$263.98
71	01/10/2029	$1,918,918.93	$41,901.33	$35,185.12	$6,716.22	$1,883,733.81		71	67	$280.74
72	01/11/2029	$1,883,733.81	$41,901.33	$35,308.27	$6,593.07	$1,848,425.54		72	64	$268.17
73	01/12/2029	$1,848,425.54	$41,901.33	$35,431.84	$6,469.49	$1,812,993.70		73	67	$280.74
74	01/01/2030	$1,812,993.70	$41,901.33	$35,555.86	$6,345.48	$1,777,437.84		74	63	$263.98
75	01/02/2030	$1,777,437.84	$41,901.33	$35,680.30	$6,221.03	$1,741,757.54		75	68	$284.93
76	01/03/2030	$1,741,757.54	$41,901.33	$35,805.18	$6,096.15	$1,705,952.36		76	65	$272.36
77	01/04/2030	$1,705,952.36	$41,901.33	$35,930.50	$5,970.83	$1,670,021.86		77	68	$284.93
78	01/05/2030	$1,670,021.86	$41,901.33	$36,056.26	$5,845.08	$1,633,965.60		78	89	$372.92
79	01/06/2030	$1,633,965.60	$41,901.33	$36,182.45	$5,718.88	$1,597,783.15		79	88	$368.73
80	01/07/2030	$1,597,783.15	$41,901.33	$36,309.09	$5,592.24	$1,561,474.06		80	91	$381.30
81	01/08/2030	$1,561,474.06	$41,901.33	$36,436.17	$5,465.16	$1,525,037.88		81	92	$385.49
82	01/09/2030	$1,525,037.88	$41,901.33	$36,563.70	$5,337.63	$1,488,474.18		82	73	$305.88
83	01/10/2030	$1,488,474.18	$41,901.33	$36,691.67	$5,209.66	$1,451,782.51		83	64	$268.17
84	01/11/2030	$1,451,782.51	$41,901.33	$36,820.10	$5,081.24	$1,414,962.41		84	64	$268.17
85	01/12/2030	$1,414,962.41	$41,901.33	$36,948.97	$4,952.37	$1,378,013.44		85	70	$293.31
86	01/01/2031	$1,378,013.44	$41,901.33	$37,078.29	$4,823.05	$1,340,935.16		86	36	$150.84
87	01/02/2031	$1,340,935.16	$41,901.33	$37,208.06	$4,693.27	$1,303,727.10		87	36	$150.84
88	01/03/2031	$1,303,727.10	$41,901.33	$37,338.29	$4,563.04	$1,266,388.81		88	74	$310.07
89	01/04/2031	$1,266,388.81	$41,901.33	$37,468.97	$4,432.36	$1,228,919.84		89	64	$268.17
90	01/05/2031	$1,228,919.84	$41,901.33	$37,600.11	$4,301.22	$1,191,319.72		90	64	$268.17
91	01/06/2031	$1,191,319.72	$41,901.33	$37,731.71	$4,169.62	$1,153,588.01		91	70	$293.31
92	01/07/2031	$1,153,588.01	$41,901.33	$37,863.78	$4,037.56	$1,115,724.23		92	34	$142.46
93	01/08/2031	$1,115,724.23	$41,901.33	$37,996.30	$3,905.03	$1,077,727.93		93	37	$155.03
94	01/09/2031	$1,077,727.93	$41,901.33	$38,129.29	$3,772.05	$1,039,598.64		94	74	$310.07
95	01/10/2031	$1,039,598.64	$41,901.33	$38,262.74	$3,638.60	$1,001,335.91		95	64	$268.17
96	01/11/2031	$1,001,335.91	$41,901.33	$38,396.66	$3,504.68	$962,939.25		96	64	$268.17
97	01/12/2031	$962,939.25	$41,901.33	$38,531.05	$3,370.29	$924,408.20		97	70	$293.31
98	01/01/2032	$924,408.20	$41,901.33	$38,665.91	$3,235.43	$885,742.30		98	34	$142.46
99	01/02/2032	$885,742.30	$41,901.33	$38,801.24	$3,100.10	$846,941.06		99	37	$155.03
100	01/03/2032	$846,941.06	$41,901.33	$38,937.04	$2,964.29	$808,004.02		100	75	$314.26
101	01/04/2032	$808,004.02	$41,901.33	$39,073.32	$2,828.01	$768,930.70		101	65	$272.36
102	01/05/2032	$768,930.70	$41,901.33	$39,210.08	$2,691.26	$729,720.62		102	65	$272.36
103	01/06/2032	$729,720.62	$41,901.33	$39,347.31	$2,554.02	$690,373.31		103	71	$297.50
104	01/07/2032	$690,373.31	$41,901.33	$39,485.03	$2,416.31	$650,888.29		104	35	$146.65

105	01/08/2032	$650,888.29	$41,901.33	$39,623.22	$2,278.11	$611,265.06	105	38	$159.23
106	01/09/2032	$611,265.06	$41,901.33	$39,761.91	$2,139.43	$571,503.15	106	82	$343.59
107	01/10/2032	$571,503.15	$41,901.33	$39,901.07	$2,000.26	$531,602.08	107	73	$305.88
108	01/11/2032	$531,602.08	$41,901.33	$40,040.73	$1,860.61	$491,561.36	108	82	$343.59
109	01/12/2032	$491,561.36	$41,901.33	$40,180.87	$1,720.46	$451,380.49	109	69	$289.12
110	01/01/2033	$451,380.49	$41,901.33	$40,321.50	$1,579.83	$411,058.98	110	64	$268.17
111	01/02/2033	$411,058.98	$41,901.33	$40,462.63	$1,438.71	$370,596.36	111	64	$268.17
112	01/03/2033	$370,596.36	$41,901.33	$40,604.25	$1,297.09	$329,992.11	112	73	$305.88
113	01/04/2033	$329,992.11	$41,901.33	$40,746.36	$1,154.97	$289,245.75	113	36	$150.84
114	01/05/2033	$289,245.75	$41,901.33	$40,888.97	$1,012.36	$248,356.77	114	35	$146.65
115	01/06/2033	$248,356.77	$41,901.33	$41,032.09	$869.25	$207,324.69	115	69	$289.12
116	01/07/2033	$207,324.69	$41,901.33	$41,175.70	$725.64	$166,148.99	116	64	$268.17
117	01/08/2033	$166,148.99	$41,901.33	$41,319.81	$581.52	$124,829.18	117	64	$268.17
118	01/09/2033	$124,829.18	$41,901.33	$41,464.43	$436.90	$83,364.75	118	74	$310.07
119	01/10/2033	$83,364.75	$41,901.33	$41,609.56	$291.78	$41,755.19	119	37	$155.03
120	01/11/2033	$41,755.19	$41,901.33	$41,755.19	$146.14	$0.00	120	34	$142.46
							121	70	$293.31
							122	64	$268.17
							123	64	$268.17
							124	74	$310.07
							125	37	$155.03
							126	34	$142.46
							127	70	$293.31
							128	65	$272.36
							129	65	$272.36
							130	75	$314.26
							131	38	$159.23
							132	35	$146.65
							133	82	$343.59
							134	73	$305.88
							135	82	$343.59
							136	65	$272.36
							137	64	$268.17
							138	66	$276.55
							139	54	$226.27
							140	65	$272.36
							141	64	$268.17
							142	66	$276.55
							143	55	$230.46
							144	66	$276.55
							145	64	$268.17
							146	67	$280.74
							147	63	$263.98
							148	66	$276.55
							149	65	$272.36
							150	67	$280.74
							151	63	$263.98
							152	87	$364.54
							153	87	$364.54
							154	89	$372.92
							155	91	$381.30
							156	52	$217.89
							157	52	$217.89
							158	52	$217.89
							159	52	$217.89
							160	53	$222.08
							161	53	$222.08
							162	52	$217.89
							163	51	$213.70
							164	52	$217.89
							165	52	$217.89
							166	53	$222.08
							167	53	$222.08
							168	47	$196.94
							169	47	$196.94
							170	52	$217.89
							171	52	$217.89
							172	53	$222.08
							173	52	$217.89
								10,000.00	$41,901.33

PMT NO.	PAYMENT DATE	BEGINNING BALANCE	REPAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	-	LOT NUMBER	ENTITLEMENTS	TOTAL PER MONTH
1	01/12/2023	$5,800,000.00	$59,275.06	$38,975.06	$20,300.00	$5,761,024.94		1	70	$414.93
2	01/01/2024	$5,761,024.94	$59,275.06	$39,111.47	$20,163.59	$5,721,913.47		2	100	$592.75
3	01/02/2024	$5,721,913.47	$59,275.06	$39,248.36	$20,026.70	$5,682,665.11		3	36	$213.39
4	01/03/2024	$5,682,665.11	$59,275.06	$39,385.73	$19,889.33	$5,643,279.38		4	43	$254.88
5	01/04/2024	$5,643,279.38	$59,275.06	$39,523.58	$19,751.48	$5,603,755.80		5	36	$213.39
6	01/05/2024	$5,603,755.80	$59,275.06	$39,661.91	$19,613.15	$5,564,093.89		6	36	$213.39
7	01/06/2024	$5,564,093.89	$59,275.06	$39,800.73	$19,474.33	$5,524,293.16		7	43	$254.88
8	01/07/2024	$5,524,293.16	$59,275.06	$39,940.03	$19,335.03	$5,484,353.13		8	101	$598.68
9	01/08/2024	$5,484,353.13	$59,275.06	$40,079.82	$19,195.24	$5,444,273.31		9	101	$598.68
10	01/09/2024	$5,444,273.31	$59,275.06	$40,220.10	$19,054.96	$5,404,053.21		10	43	$254.88
11	01/10/2024	$5,404,053.21	$59,275.06	$40,360.87	$18,914.19	$5,363,692.33		11	36	$213.39
12	01/11/2024	$5,363,692.33	$59,275.06	$40,502.13	$18,772.92	$5,323,190.20		12	36	$213.39
13	01/12/2024	$5,323,190.20	$59,275.06	$40,643.89	$18,631.17	$5,282,546.31		13	43	$254.88
14	01/01/2025	$5,282,546.31	$59,275.06	$40,786.15	$18,488.91	$5,241,760.16		14	101	$598.68
15	01/02/2025	$5,241,760.16	$59,275.06	$40,928.90	$18,346.16	$5,200,831.27		15	101	$598.68
16	01/03/2025	$5,200,831.27	$59,275.06	$41,072.15	$18,202.91	$5,159,759.12		16	43	$254.88
17	01/04/2025	$5,159,759.12	$59,275.06	$41,215.90	$18,059.16	$5,118,543.22		17	36	$213.39
18	01/05/2025	$5,118,543.22	$59,275.06	$41,360.16	$17,914.90	$5,077,183.06		18	36	$213.39
19	01/06/2025	$5,077,183.06	$59,275.06	$41,504.92	$17,770.14	$5,035,678.14		19	43	$254.88
20	01/07/2025	$5,035,678.14	$59,275.06	$41,650.18	$17,624.87	$4,994,027.96		20	101	$598.68
21	01/08/2025	$4,994,027.96	$59,275.06	$41,795.96	$17,479.10	$4,952,232.00		21	36	$213.39
22	01/09/2025	$4,952,232.00	$59,275.06	$41,942.25	$17,332.81	$4,910,289.75		22	36	$213.39
23	01/10/2025	$4,910,289.75	$59,275.06	$42,089.04	$17,186.01	$4,868,200.71		23	43	$254.88
24	01/11/2025	$4,868,200.71	$59,275.06	$42,236.36	$17,038.70	$4,825,964.36		24	36	$213.39
25	01/12/2025	$4,825,964.36	$59,275.06	$42,384.18	$16,890.88	$4,783,580.17		25	36	$213.39
26	01/01/2026	$4,783,580.17	$59,275.06	$42,532.53	$16,742.53	$4,741,047.65		26	43	$254.88
27	01/02/2026	$4,741,047.65	$59,275.06	$42,681.39	$16,593.67	$4,698,366.26		27	92	$545.33
28	01/03/2026	$4,698,366.26	$59,275.06	$42,830.78	$16,444.28	$4,655,535.48		28	43	$254.88
29	01/04/2026	$4,655,535.48	$59,275.06	$42,980.68	$16,294.37	$4,612,554.80		29	36	$213.39
30	01/05/2026	$4,612,554.80	$59,275.06	$43,131.12	$16,143.94	$4,569,423.68		30	36	$213.39
31	01/06/2026	$4,569,423.68	$59,275.06	$43,282.07	$15,992.98	$4,526,141.61		31	36	$213.39
32	01/07/2026	$4,526,141.61	$59,275.06	$43,433.56	$15,841.50	$4,482,708.04		32	36	$213.39
33	01/08/2026	$4,482,708.04	$59,275.06	$43,585.58	$15,689.48	$4,439,122.46		33	43	$254.88
34	01/09/2026	$4,439,122.46	$59,275.06	$43,738.13	$15,536.93	$4,395,384.33		34	36	$213.39
35	01/10/2026	$4,395,384.33	$59,275.06	$43,891.21	$15,383.85	$4,351,493.12		35	36	$213.39
36	01/11/2026	$4,351,493.12	$59,275.06	$44,044.83	$15,230.23	$4,307,448.29		36	43	$254.88
37	01/12/2026	$4,307,448.29	$59,275.06	$44,198.99	$15,076.07	$4,263,249.30		37	48	$284.52
38	01/01/2027	$4,263,249.30	$59,275.06	$44,353.69	$14,921.37	$4,218,895.62		38	48	$284.52
39	01/02/2027	$4,218,895.62	$59,275.06	$44,508.92	$14,766.13	$4,174,386.69		39	49	$290.45
40	01/03/2027	$4,174,386.69	$59,275.06	$44,664.70	$14,610.35	$4,129,721.99		40	49	$290.45
41	01/04/2027	$4,129,721.99	$59,275.06	$44,821.03	$14,454.03	$4,084,900.96		41	49	$290.45
42	01/05/2027	$4,084,900.96	$59,275.06	$44,977.90	$14,297.15	$4,039,923.05		42	49	$290.45
43	01/06/2027	$4,039,923.05	$59,275.06	$45,135.33	$14,139.73	$3,994,787.73		43	51	$302.30
44	01/07/2027	$3,994,787.73	$59,275.06	$45,293.30	$13,981.76	$3,949,494.43		44	50	$296.38
45	01/08/2027	$3,949,494.43	$59,275.06	$45,451.83	$13,823.23	$3,904,042.60		45	50	$296.38
46	01/09/2027	$3,904,042.60	$59,275.06	$45,610.91	$13,664.15	$3,858,431.69		46	52	$308.23
47	01/10/2027	$3,858,431.69	$59,275.06	$45,770.55	$13,504.51	$3,812,661.14		47	37	$219.32
48	01/11/2027	$3,812,661.14	$59,275.06	$45,930.74	$13,344.31	$3,766,730.40		48	52	$308.23
49	01/12/2027	$3,766,730.40	$59,275.06	$46,091.50	$13,183.56	$3,720,638.90		49	51	$302.30
50	01/01/2028	$3,720,638.90	$59,275.06	$46,252.82	$13,022.24	$3,674,386.08		50	51	$302.30
51	01/02/2028	$3,674,386.08	$59,275.06	$46,414.71	$12,860.35	$3,627,971.37		51	53	$314.16
52	01/03/2028	$3,627,971.37	$59,275.06	$46,577.16	$12,697.90	$3,581,394.21		52	38	$225.25
53	01/04/2028	$3,581,394.21	$59,275.06	$46,740.18	$12,534.88	$3,534,654.04		53	52	$308.23
54	01/05/2028	$3,534,654.04	$59,275.06	$46,903.77	$12,371.29	$3,487,750.27		54	52	$308.23
55	01/06/2028	$3,487,750.27	$59,275.06	$47,067.93	$12,207.13	$3,440,682.34		55	52	$308.23
56	01/07/2028	$3,440,682.34	$59,275.06	$47,232.67	$12,042.39	$3,393,449.67		56	53	$314.16
57	01/08/2028	$3,393,449.67	$59,275.06	$47,397.98	$11,877.07	$3,346,051.68		57	38	$225.25
58	01/09/2028	$3,346,051.68	$59,275.06	$47,563.88	$11,711.18	$3,298,487.81		58	55	$326.01
59	01/10/2028	$3,298,487.81	$59,275.06	$47,730.35	$11,544.71	$3,250,757.46		59	55	$326.01
60	01/11/2028	$3,250,757.46	$59,275.06	$47,897.41	$11,377.65	$3,202,860.05		60	55	$326.01
61	01/12/2028	$3,202,860.05	$59,275.06	$48,065.05	$11,210.01	$3,154,795.00		61	39	$231.17
62	01/01/2029	$3,154,795.00	$59,275.06	$48,233.28	$11,041.78	$3,106,561.73		62	54	$320.09
63	01/02/2029	$3,106,561.73	$59,275.06	$48,402.09	$10,872.97	$3,058,159.63		63	67	$397.14
64	01/03/2029	$3,058,159.63	$59,275.06	$48,571.50	$10,703.56	$3,009,588.14		64	64	$379.36
65	01/04/2029	$3,009,588.14	$59,275.06	$48,741.50	$10,533.56	$2,960,846.64		65	67	$397.14
66	01/05/2029	$2,960,846.64	$59,275.06	$48,912.09	$10,362.96	$2,911,934.54		66	55	$326.01
67	01/06/2029	$2,911,934.54	$59,275.06	$49,083.29	$10,191.77	$2,862,851.26		67	67	$397.14
68	01/07/2029	$2,862,851.26	$59,275.06	$49,255.08	$10,019.98	$2,813,596.18		68	64	$379.36
69	01/08/2029	$2,813,596.18	$59,275.06	$49,427.47	$9,847.59	$2,764,168.71		69	67	$397.14
70	01/09/2029	$2,764,168.71	$59,275.06	$49,600.47	$9,674.59	$2,714,568.24		70	63	$373.43
71	01/10/2029	$2,714,568.24	$59,275.06	$49,774.07	$9,500.99	$2,664,794.17		71	67	$397.14
72	01/11/2029	$2,664,794.17	$59,275.06	$49,948.28	$9,326.78	$2,614,845.89		72	64	$379.36
73	01/12/2029	$2,614,845.89	$59,275.06	$50,123.10	$9,151.96	$2,564,722.80		73	67	$397.14
74	01/01/2030	$2,564,722.80	$59,275.06	$50,298.53	$8,976.53	$2,514,424.27		74	63	$373.43
75	01/02/2030	$2,514,424.27	$59,275.06	$50,474.57	$8,800.48	$2,463,949.69		75	68	$403.07
76	01/03/2030	$2,463,949.69	$59,275.06	$50,651.23	$8,623.82	$2,413,298.46		76	65	$385.29
77	01/04/2030	$2,413,298.46	$59,275.06	$50,828.51	$8,446.54	$2,362,469.95		77	68	$403.07
78	01/05/2030	$2,362,469.95	$59,275.06	$51,006.41	$8,268.64	$2,311,463.54		78	89	$527.55
79	01/06/2030	$2,311,463.54	$59,275.06	$51,184.94	$8,090.12	$2,260,278.60		79	88	$521.62
80	01/07/2030	$2,260,278.60	$59,275.06	$51,364.08	$7,910.98	$2,208,914.52		80	91	$539.40
81	01/08/2030	$2,208,914.52	$59,275.06	$51,543.86	$7,731.20	$2,157,370.66		81	92	$545.33
82	01/09/2030	$2,157,370.66	$59,275.06	$51,724.26	$7,550.80	$2,105,646.40		82	73	$432.71
83	01/10/2030	$2,105,646.40	$59,275.06	$51,905.30	$7,369.76	$2,053,741.10		83	64	$379.36
84	01/11/2030	$2,053,741.10	$59,275.06	$52,086.96	$7,188.09	$2,001,654.14		84	64	$379.36
85	01/12/2030	$2,001,654.14	$59,275.06	$52,269.27	$7,005.79	$1,949,384.87		85	70	$414.93
86	01/01/2031	$1,949,384.87	$59,275.06	$52,452.21	$6,822.85	$1,896,932.66		86	36	$213.39
87	01/02/2031	$1,896,932.66	$59,275.06	$52,635.79	$6,639.26	$1,844,296.87		87	36	$213.39
88	01/03/2031	$1,844,296.87	$59,275.06	$52,820.02	$6,455.04	$1,791,476.85		88	74	$438.64
89	01/04/2031	$1,791,476.85	$59,275.06	$53,004.89	$6,270.17	$1,738,471.96		89	64	$379.36
90	01/05/2031	$1,738,471.96	$59,275.06	$53,190.41	$6,084.65	$1,685,281.56		90	64	$379.36
91	01/06/2031	$1,685,281.56	$59,275.06	$53,376.57	$5,898.49	$1,631,904.98		91	70	$414.93
92	01/07/2031	$1,631,904.98	$59,275.06	$53,563.39	$5,711.67	$1,578,341.59		92	34	$201.54
93	01/08/2031	$1,578,341.59	$59,275.06	$53,750.86	$5,524.20	$1,524,590.73		93	37	$219.32
94	01/09/2031	$1,524,590.73	$59,275.06	$53,938.99	$5,336.07	$1,470,651.74		94	74	$438.64
95	01/10/2031	$1,470,651.74	$59,275.06	$54,127.78	$5,147.28	$1,416,523.96		95	64	$379.36
96	01/11/2031	$1,416,523.96	$59,275.06	$54,317.22	$4,957.83	$1,362,206.74		96	64	$379.36
97	01/12/2031	$1,362,206.74	$59,275.06	$54,507.33	$4,767.72	$1,307,699.41		97	70	$414.93
98	01/01/2032	$1,307,699.41	$59,275.06	$54,698.11	$4,576.95	$1,253,001.30		98	34	$201.54
99	01/02/2032	$1,253,001.30	$59,275.06	$54,889.55	$4,385.50	$1,198,111.74		99	37	$219.32
100	01/03/2032	$1,198,111.74	$59,275.06	$55,081.67	$4,193.39	$1,143,030.08		100	75	$444.56
101	01/04/2032	$1,143,030.08	$59,275.06	$55,274.45	$4,000.61	$1,087,755.63		101	65	$385.29
102	01/05/2032	$1,087,755.63	$59,275.06	$55,467.91	$3,807.14	$1,032,287.71		102	65	$385.29
103	01/06/2032	$1,032,287.71	$59,275.06	$55,662.05	$3,613.01	$976,625.66		103	71	$420.85
104	01/07/2032	$976,625.66	$59,275.06	$55,856.87	$3,418.19	$920,768.79		104	35	$207.46

105	01/08/2032	$920,768.79	$59,275.06	$56,052.37	$3,222.69	$864,716.43	105	38	$225.25
106	01/09/2032	$864,716.43	$59,275.06	$56,248.55	$3,026.51	$808,467.88	106	82	$486.06
107	01/10/2032	$808,467.88	$59,275.06	$56,445.42	$2,829.64	$752,022.46	107	73	$432.71
108	01/11/2032	$752,022.46	$59,275.06	$56,642.98	$2,632.08	$695,379.48	108	82	$486.06
109	01/12/2032	$695,379.48	$59,275.06	$56,841.23	$2,433.83	$638,538.25	109	69	$409.00
110	01/01/2033	$638,538.25	$59,275.06	$57,040.17	$2,234.88	$581,498.07	110	64	$379.36
111	01/02/2033	$581,498.07	$59,275.06	$57,239.81	$2,035.24	$524,258.26	111	64	$379.36
112	01/03/2033	$524,258.26	$59,275.06	$57,440.15	$1,834.90	$466,818.11	112	73	$432.71
113	01/04/2033	$466,818.11	$59,275.06	$57,641.19	$1,633.86	$409,176.91	113	36	$213.39
114	01/05/2033	$409,176.91	$59,275.06	$57,842.94	$1,432.12	$351,333.97	114	35	$207.46
115	01/06/2033	$351,333.97	$59,275.06	$58,045.39	$1,229.67	$293,288.59	115	69	$409.00
116	01/07/2033	$293,288.59	$59,275.06	$58,248.55	$1,026.51	$235,040.04	116	64	$379.36
117	01/08/2033	$235,040.04	$59,275.06	$58,452.42	$822.64	$176,587.62	117	64	$379.36
118	01/09/2033	$176,587.62	$59,275.06	$58,657.00	$618.06	$117,930.62	118	74	$438.64
119	01/10/2033	$117,930.62	$59,275.06	$58,862.30	$412.76	$59,068.32	119	37	$219.32
120	01/11/2033	$59,068.32	$59,275.06	$59,068.32	$206.74	$0.00	120	34	$201.54
							121	70	$414.93
							122	64	$379.36
							123	64	$379.36
							124	74	$438.64
							125	37	$219.32
							126	34	$201.54
							127	70	$414.93
							128	65	$385.29
							129	65	$385.29
							130	75	$444.56
							131	38	$225.25
							132	35	$207.46
							133	82	$486.06
							134	73	$432.71
							135	82	$486.06
							136	65	$385.29
							137	64	$379.36
							138	66	$391.22
							139	54	$320.09
							140	65	$385.29
							141	64	$379.36
							142	66	$391.22
							143	55	$326.01
							144	66	$391.22
							145	64	$379.36
							146	67	$397.14
							147	63	$373.43
							148	66	$391.22
							149	65	$385.29
							150	67	$397.14
							151	63	$373.43
							152	87	$515.69
							153	87	$515.69
							154	89	$527.55
							155	91	$539.40
							156	52	$308.23
							157	52	$308.23
							158	52	$308.23
							159	52	$308.23
							160	53	$314.16
							161	53	$314.16
							162	52	$308.23
							163	51	$302.30
							164	52	$308.23
							165	52	$308.23
							166	53	$314.16
							167	53	$314.16
							168	47	$278.59
							169	47	$278.59
							170	52	$308.23
							171	52	$308.23
							172	53	$314.16
							173	52	$308.23
							10,000.00		$59,275.06



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ACT Cladding Concessional Loan

Information Session for UP 2839 – Viridian, 45 Wentworth Avenue, Kingston ACT 2604

Ruth Smyth – Loan Relationship Manager ACT
actcladding@lannock.com.au

Agenda

The what	ACT Concessional loan
The how	Support and advice Delivering the ACT Concessional loan funding package The mechanics of the loan Breakdown of your loan
The why	Benefits to the Owners Corporation
Q&A session	Answer all your questions
Next steps	Over view of next steps

LANNOCK STRATA FINANCE

Lannock
Strata Finance

Lannock's role

- ✓ We are the leading strata financier in Australia
- ✓ Dedicated Relationship Manager for your owners corporation
- ✓ Dedicated support for the life of the loan
- ✓ We understand the challenges and decision-making process involved
- ✓ Always ready to provide additional information and answer questions
- ✓ Support the Owners Corporation to educate owners on the loan
- ✓ Attend information, committee and general meetings if invited
- ✓ Our job is to give you premium response and customer care throughout the life of the loan

Lannock
Strata Finance

Mechanics
of the loan

- ✓ 10 year unsecured loan
- ✓ 4.2% fixed low interest rate
- ✓ No application fees
- ✓ Preliminary Approval loan – 6 month availability period
- ✓ Final Approval loan – 2 year availability period
- ✓ Owner Hardship Policy

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The Preliminary Approval Loan Process

1. Preliminary approval granted by the Territory
2. Loan information session
3. Receive post loan information pack
4. Credit assessment 1 process
5. Client decision - Resolve to borrow
6. Executed loan contract & meeting minutes to Lannock
7. Ready to fund
8. Interest only repayments commence

Breakdown
your preliminary loan

6 Month availability period

First draw down will be payment for the design and tender process

Based on:

Design consultancy costs up to $ 100,000 incl. GST .

Administrative costs up to $10,000 incl. GST

Interest rate 4.20%

Total Loan Facility = $ 110,000 incl. GST

Monthly Loan repayments:

- Interest only : $385.00
- Principal & Interest $1,124.18

Average cost per apartment/lot*:

- Interest only : $2.23
- Principal & Interest $6.50

**Indicative figures only based on number of units*

Preliminary approval loan to

Final approval Loan

Upon receipt of your final approval from the Territory,

A second credit assessment will be undertaken based on the final approval costs

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Strata Finance

The Final Approval Loan Process

1. Final approval granted by the Territory
2. Loan information session
3. Receive post loan information pack
4. Credit assessment process
5. Client decision - Resolve to borrow and hold 10% reserve funds
6. Executed loan contract & meeting minutes to Lannock
7. Ready to fund
8. Interest repayments commence upon drawdown
9. Works completed OC & Recycle certificates provided. P&I repayments commence

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Breakdown
your Final Approval loan

24 Month availability period

Interest only monthly repayments on drawn funds commence after your first drawdown.

The final 10% of the loan value cannot be released until the Certificate of Occupation and Recycle Certificate is provided by the Territory.

Principle and Interest monthly repayments commence upon completion of works and submission and payment of final invoices.

Lannock
Strata Finance

The Fortnightly Settlement Process

1

Day 0

Receive invoice for payment

2

Day 1

Post eligible invoices and drawdown instructions to Lannock by COB Monday

3

Day 2

Settlement process commences

4

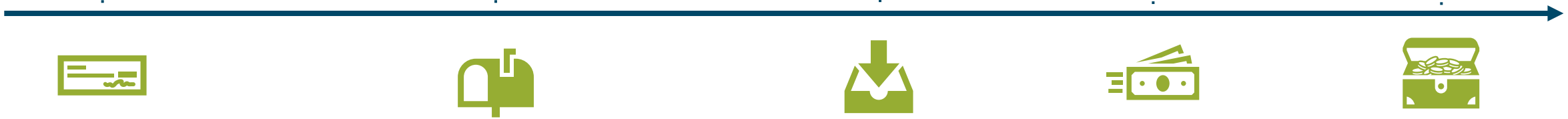
Day 15

Funds disbursed to OC bank account

5

Day 16

Funds available OC pay invoices



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Benefits to the Owners Corporation

- ✓ Cost savings
- ✓ 10 year fixed loan vs Special Levy
- ✓ Commence work in a timely manner at today's costs
- ✓ Restore the value of your asset
- ✓ No upfront fees
- ✓ Peace of mind

Question & Answer
Session

Lannock
Strata Finance

Thank you.

We look forward to assisting you

If you have any questions, please do not hesitate to contact me:

Ruth Smyth

1300 295 759
actcladding@lannock.com.au

Minutes
EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO. 2839 - 'Viridian'
45 WENTWORTH AVENUE, KINGSTON

Date/Time	09.11.23 at 3:00pm
Venue	Zoom and in-person

1. ATTENDANCE

Executive Committee Attendees	W. Curry (Chair) M. Gardiner (Treasurer) H. Donaldson S. Rumble A. Waterfield (Secretary) via Zoom
Strata Management Attendees	Ysabella Gills, Mark Terracini, Patrick Gills
Strata Management non attendees	Nick McCauley

2. CONFIRMATION OF MINUTES (For Decision)

2.1 HD requested that Grady return to previous practice of including a report on actions arising from EC Meetings with the EC Meeting papers. **Decision:** The Executive Committee confirmed the Minutes subject to two amendments:
Delete H Donaldson as an attendee; and
Delete the words "prior to contract renewal" from item 7.1.3.
Actions: Grady to amend and reissue the Minutes of the EC Meeting on 28/09/23.
Grady to provide a report on actions arising from EC Meetings with meeting papers.

3. FINANCIAL REPORTS

3.1 The Committee requested again that Grady include the approved budget in the financial reports so expenditure can be monitored against the budget. MG noted that the end of financial year reports have been reissued to include the 2022-23 Budget figures.
Decision: The Committee **noted** the reissued end of financial year reports provided by Grady Strata.

3.2 The EC noted the growing Aged Arrears List. At 31 Oct 2023 the balance was $71,005.30.
Action: Grady to follow up with owners who are in arrears.

3.3 **Action**: It was agreed with Grady that from November, 2023, Monthly Financial reports to the EC will include the following columns/features –

GL **Item/code description; Mthly expenditure; YTD expenditure; YTD Budget est; Budget$**

Note: this will be confirmed by Treasurer in JAN 2024
Action: EC to provide copy of a previous report to show desired format.

3.4 MG queried the expense titled 'Status Certificates'. Grady advised these are the costs incurred when confirming the transfer of ownership of unit titles. There will be a corresponding revenue line item for the recouping of the expense from the incoming unit owner.

3.5 MG also queried the the expense item "Roof - Insurance repairs" and sought to clearly identify where the $153K insurance payment is and the correct accounting treatment.

4. CLADDING PROJECT

4.1 Project Manager – Update (Grady/EC)

4.1.1 Draft Consultancy Agreement – The agreement has been signed by Dowse & returned

to Grady for approval. **Decision:** The EC agreed to apply the Corporate seal.

4.1.2 Additional testing/comprehensive inspection of cladding. Discussion – Grady advised that due to variations identified in the construction underneath the cladding, the Project Manager needs to take further samples at additional cost.
Action: Strata Manager to send Dowse invoice for approx $13,000 to EC for approval.

4.2 Request PM to report/attend the AGM - The EC confirmed its earlier proposal to invite the Project Manager, Dowse, to attend the AGM to do a presentation about the work ahead to remove the cladding from the complex. The committee requested a meeting with Dowse prior to the finalisation of the AGM papers to discuss the project plan, timetable and inclusions in the proposed 2024 Budget.

Action: Grady to arrange a meeting between Dowse (Andrew C) and EC members @ Grady offices in the week commencing 13 NOV 23. – **completed** MTG 14 NOV @ 4 pm.

Action: EC to develop an information paper with Dowse input for inclusion with AGM papers.

4.3 Funding options - The AGM will vote on whether the Owners Corporation should apply for the ACT Govt Concessional Loan. The alternative is a Special Levy. It is not possible to have a hybrid, ie some owners taking the concessional loan while others pay by a Special Levy.

5. INSURANCE

5.1 Hailstorm Insurance Claim- Progress Report (Grady) - Grady advised that claim has been finalised. However, Richard Cordell still needs to sign off (formally in writing) and BAC/Paynter Dixon have yet to provide photos and certificates of completion. Closure is required to enable the Viridian to engage with other insurers for 2024 insurance policy comparisons.

Action: Grady to contact all stakeholders to ensure this item is finalised/completed for AGM.

5.2 U165 Legal Defence Costs: Grady advised the EC that CHUBB (insurer) requested additional information pertaining to ACAT – UT34/2023 which has been provided – also see 6.3.

Action: Strata Manager to chase up BAC for a decision.

6. STRATA MANAGER

6.1 Flooring -

- Concrete slab report has been posted on the Viridian section of the Grady Strata portal.
- U89 – EC advised that the last progress on this item was Trinity issuing a letter to Proctor Legal. To date no reply has been received.
- Viridian Rules: Changes to rules on the approval process for flooring and EVs are being drafted for consideration at the AGM.

Action: EC requested that Grady informs the solicitor to expect the draft shortly.

- Hard Floor FAQ's: EC has developed some Hard Floor frequently asked questions that may be published on the Viridian strata space to assist unit owners.

Action: Grady and EC to confirm by 20 Nov 2023 if this is ready to be published.

- Hard floor check list: EC has developed checklist to clarify the items required PRIOR to the EC's consideration of an application, drawn from the Viridian Rules.

Action: Grady and EC to confirm by 20 Nov 2023 if this is ready to be published.

6.2 Rule Breaches - Progress Report (Grady)

U42 – **new item** – Following complaint/s about noise, Grady confirmed U42 has a non-approved hard floor. The SM requested details from property manager. Options – provide application + acoustic report or replace with approved floor.
Action: Strata Mgr to write to owner. If no action/response by deadline, EC **authorised** the

SM to issue a breach notice.

U125 – Letter of intent provided to Trinity Law for legal assessment – **Action:** SR to follow up – **COMPLETED:** SR has presented to EC for discussion and will provide to Grady 13 NOV for issue. If no action by 24 NOV 2023 – commence ACAT action – non approved floor.

U126: - Letter prepared to owner - non-approved floor. Owner's advice noted that when he purchased the unit, he was unaware that the flooring had not been approved as required by the Rules. Unfortunately this does not change the need to remediate or make it compliant within deadline. SR has presented to EC for discussion and will provide to Grady 14 NOV for issue.

6.3 ACAT updates

U151 – ACAT hearing 23 Oct 2023 was deferred at request of U151, to be heard 30 Nov 2023. This action is to reaffirm the decisions UT40/2021 and AA 14/2022 so the ACAT orders can be enforced.

U165 – Initial ACAT hearing (UT34/2023) was part heard on 18 Sept 2023 and rescheduled for 5 Oct 2023. U165 requested a reschedule till 17 October 2023, and then 7 Nov 2023. Proceedings have now been discontinued at the owner's request. Grady and EC are waiting for advice on insurance claim. If not fully covered, separate action may be required to recover these costs from U165 (see 5.2).

6.4 Sinking fund plan: EC has some questions on the specific allocation of items in the SF plan developed by Mr Wise.
Action: Grady to arrange a meeting with EC and Mr Wise as early as practicable, to allow detailed discussion prior to AGM.

7. BUILDING MANAGER

7.1 Building Manager's Report, OCT – (EC to note)

EC requested Grady to confirm the issues raised previously regarding BM Hours on site and role clarification. EC notes that contract hours = 18hrs per week, but not necessarily on site. EC would like to ensure more hours are spent on site to assist trades entry and confirm trades work/completion. Grady advised there are discussions ongoing with BM to finalise this item.

Action: MT and WC to discuss, confirm and advise EC via email, by 30 Nov 23.

8. BUILDING MAINTENANCE

8.1 Ongoing Water Ingress Issues - Significant work is required for the identification of sources of leaks within all blocks and basement areas. Grady's continue to have a standing approval limit to authorise inspections and urgent repairs. Numerous units have investigations and repairs in progress, two that were noted at the meeting:

U77 – work has been deferred again till early 2024 for reasons that are out of the Viridian's control. This is nevertheless adding further frustration to the owner.

U162 – EC requested Grady to review invoices for the works for possible duplication. **Action:** Grady to review and advise via email before 1 DEC 2023.

8.2 Peak Consulting survey draft questions (for approval) **Decision:** Survey is approved. The EC requested that Grady ask Peak to take photos or provide diagrams to identify leak locations etc. Messaging to owners about the survey was also discussed.

8.3 Pigeon Ingress issues: Quote for approval. **Decision:** EC did not approve the quote for a complex-wide ongoing Bird eradication plan. The EC considered the proposed costs and agreed that it would not be appropriate to commit to this given the 2024 Budget is being prepared for AGM approval. Instead, the EC requested that Grady deals with each of the identified units as quickly as possible, block by block if this will enable pigeon access to be more effectively

blocked. The EC has requested that Grady source a provider(s):

- to identify & fix entry points
- remove guano and
- fix affected units (clean plaster, paint).

Actions: Grady to seek contractors; and EC members to approve quote online for unit 108.

8.4 Tiles between Blocks F & G, near 'Connect Hearing', are damaged and have been identified as potential trip hazard.
Action: Grady to seek quotes for tiles to be replaced with 'pebblecrete' or similar. Completed space must allow scissor lift to be used (loading issue).

8.5 Intercom project – almost completed 9 NOV 23 with about 20 units outstanding where owners were not available during install period, despite multiple re-scheduling efforts. Feed back from owners was that the installers seemed rushed but no issues have been identified with the work performed. Feedback from the installers was that they had not been informed of any special contact issues. This may have been a slight communication issue between Owners, EC, Strata Manager and on-site contractors. The process will be reviewed.

8.6 – Window washing – all completed – Feedback received indicated de-webbing very good, but quality & scheduling of washing courtyard windows was less consistent, with some units being missed. Also relevant to item 7.

9. GENERAL BUSINESS

9.1 Unit 57 Cigarette odour infringement notice – Grady advised this is continuing. It is a long term issue carried over from the previous Strata Manager. Infringement notice issued.

9.2 Quote approvals - Grady's continue to have a standing approval limit to authorise inspections and urgent ad hoc repairs for limited situations.

9.3 The EC requested copies of correspondence from the Strata Manager to owners advising them of EC approval of alteration requests, etc.
Action: SM to include a CC to EC chair. YG advised Grady have copies of all letters/emails issued to date, if required.

9.4 AGM preparation – Discussion of papers required, Dowse attendance (see item 4.2), work on the proposed Budget for 2024 and the updated Sinking Fund Plan which takes into account the issues advised at the August 2023 General Meeting, eg bringing forward the replacement of lifts, etc. The EC noted the importance of Grady ensuring all procedural requirements are met, especially re Proxies, and that owners with unpaid Strata fees know they are ineligible to vote.

- AGM Package to be finalised by 23 NOV 23 to allow timely posting to Unit owners.
- Grady to develop first draft of AGM Package, agenda + motions on Cladding project, funding options by 17 Nov. including draft motions relating to funding and the concessional loan.
- Proposed 2023/24 budget to be finalised after meetings with Dowse and Stephen Wise.
- EC to finalise papers on the Cladding Replacement Project (with Dowse), proposed rules on Flooring and Electric Vehicles for approval by 23 Nov.

10. SUMMARY OF DECISIONS AND ACTIONS

10.1 List of out of session decisions not including quotes:

U68 – install bathroom – approved with conditions.
U96 – install power outlet and exhaust vent – power outlet approved, exhaust vent not approved.
U122 – install Kitchen and laundry – approved with conditions.
U140 – kitchen and bathroom and carpet – approved with conditions.
U149 – install external blind – not approved – information required on attachment to the building.

U162 – Install hard floor – approved with conditions.
U167 – replace AC unit on roof Block G.

10.2 **Action:** Grady to provide list of out of session approvals and a copy of updated registers with EC meeting papers.

10.3 Lift Gateways update. The Lift emergency phones need to be upgraded from 3G to 4G. **Action:** Grady's to confirm OTIS quote for this work.

10.4 **NEXT MEETINGS**

10.4.1 Annual General Meeting – Thursday the 14th of December 2023
10.4.2 EC Meeting to approve AGM papers - to be advised.

Meeting concluded 17:22 - 9 NOV 23.

Chair/EC

Minutes

EXECUTIVE COMMITTEE MEETING

UNITS PLAN NO. 2839 - 'Viridian'

45 WENTWORTH AVENUE, KINGSTON

Meeting held - Date/Time	28.09.23 at 3:00pm
Venue	Grady Offices
Executive Committee Attendees	W. Curry (Chair) M. Gardiner (Treasurer) A. Waterfield (Secretary) H. Donaldson S. Rumble
Strata Management Attendees	Ysabella Gills, Mark Terracini, Patrick Gills
Apologies	H.Donaldson, A. Waterfield, N. McCauley

1. ATTENDANCE

Quorum achieved.

2. CONFIRMATION OF MINUTES (For Decision)

2.1 ***Decision:*** *That the Executive Committee confirm the Minutes of the EC Meeting held 10th of August 2023. (EC)*

Minutes accepted.

3. FINANCIAL REPORTS (To Note)

3.1 ***Decision:*** *That the Committee has reviewed and noted the financial reports provided by Grady Strata. (EC)*

3.1.1 - M. Gardiner presented financial reports different than those supplied through the GRADY system. Figures were tracking as expected as we approach the 31 Oct Viridian year end.

3.1.2 - The Financial reports as presented were accepted.

3.1.3 - Requests were made by members of the EC for the financial reports as of 28/9/23 to be reissued with budget columns shown for better analysis by all owners.

4. CLADDING PROJECT

4.1 Project Manager – Update (Grady/EC)

4.1.1Interim Fire Safety Measures - Progress Report (Grady)

4.1.1 - All Interim Fire Safety Measures have been completed by Grady.

4.1.2 - Site visit by Dowse and Grady personnel took place on the morning of 28 Sept 2023 to assist Dowse with developing a request for tender to send out to builder.

4.1.3 - EC requested update from Mark Terracini concerning delivery timetable of Sinking Fund Plan from Steven Wise of Wise solutions as this will be important to understand funding timelines and project requirements to be discussed and finalized at the dec 2023 AGM.

4.1.4 – EC reminded Grady personnel that a run through of the AGM presentation by Dowse to the EC pre-AGM would be beneficial in minimizing questions at the AGM.

4.1.5 – Reminder placed with strata manager to allow for presentation for Dowse personnel within the AGM agenda. Presentation time to be determined by Dowse personnel.

4.1.6 – Clarification to all that at the AGM the approval to apply for the ACT Government concessional loan is to be a motion with application to be made once motion has been approved.

5. INSURANCE

5.1 Hailstorm Insurance Claim- Progress Report (Grady)

5.1.1 – Final Insurance meeting has been held and major the 'Hail Storm Insurance Claim' to be closed. Any outstanding items to be reviewed on an individual basis and if found to be roofing upgrade related then a separate claim to be created.

5.2 u165 Defense Costs

5.2.1 – Latest estimates on defense costs on U 165 ACAT process have been received and lodged with the Insurance Broker.

6. STRATA MANAGER

6.1 Flooring - (EC/Grady)

6.1.1 – Request made for Grady to post concrete slab scan report, to resident portal.

6.2 Rule Breaches - Progress Report (Grady)

6.2.1 – Grady personnel indicated that all current flooring breaches (U125, 126) are being monitored and are at the appropriate place in each timeline. As previously approved, a rule infringement notice has been issued to U125.

6.3 ACAT Orders of 13 Jan 2023 re Unit 151 Flooring – Update (EC/Grady)

6.3.1 – Current status of U 151 is with ACAT to reassess existing rulings and then proceed to Magistrates court to recoup legal fees.

6.4.1 – ACAT Review for U165 to take place 5 October.

7. BUILDING MANAGER

7.1 Building Manager's Report, August-September 2023 – (EC to note)

7.1.1 – No major issues with BM report but some details to be clarified with N McCauley prior to next EC

7.1.2 – EC clarified that the hours charged by BM are total hours spent on Viridian issues whether on site or not.

7.1.3 – Point was tabled for these hours to be revisited prior to contract renewal with Grady, namely total number of hours per week with the specification of specific time periods to be spent on site for access.

7.1.4. – Question raised as to access of roof keys from BM for trades people if BM not on site.

8. BUILDING MAINTENANCE

8.1 Ongoing Water Ingress Issues (EC/Grady)

8.1.1 – Details on waiting for Peak Consulting reports and available tradespeople.

8.2 Unit 162 Water Ingress Issues

8.2.1 Progress (Grady/EC)

8.2.1 – Details on waiting for Peak Consulting reports and available tradespeople.

8.3 Lift report (for discussion)

8.3.1 – General outcome of Lift report is that are in good condition for their age and any required upgrades and maintenance will be covered in the Wise Solutions Sinking Fund Plan.
8.3.2 – Question was raised as to what involvement the Lift Survey Company will have in the lift replacement program. Some report details surrounding timing etc. were left open.
8.3.3 – Financial impact of any 2024 replacements are required for AGM budget preparation.

8.4 Peak consulting survey quotation (for approval)

The EC approved Peak to conduct the survey on the proviso that the EC can assess the survey questions prior to dispersal. Additionally, the Coote engineering quote for basement assessment was also approved.

9. GENERAL BUSINESS

9.1 – Request was made to Grady for costs estimates for 2024 Budget for the three support areas separated in the budget. Namely Strata service, Schedule B and Facilities management.
9.1.1 – Agreement on the provision of secretarial services for the EC. Position to be internal within Grady but weekly hours required to be determined.
9.1.2 – Suggestion was made that as part of the AGM papers, the Governance Role document, provided by Grady, is to be included to enable any prospective EC member the ability to be aware of the role and responsibilities.
9.1.3 – Contract for the AGM was tabled. Location of Rydges on Canberra Avenue has been selected for the 14 December. AGM event is now being managed by Grady Strata Manager.
9.1.4 – Quote for audio visual services was tabled, a vote taken to accept was taken and passed. W Curry to accept quote and pass details to Grady Strata Manager for inclusion in the event management.

10. SUMMARY OF DECISIONS AND ACTIONS

10.1 Next Meeting – Thursday the 9th of November at 3:00pm.
10.2 Annual General Meeting – Thursday the 14th of December 2023

With all business completed the meeting concluded at 4.40pm

Chair/Grady Strata

QS Solutions
Property & Construction Consultants

23 Kirkwood Avenue, Epping 2121
Telephone:02 9876 4757
Email: info@qssolutions.com.au
ABN 44 532 823 563

27 May 2023
File No: 1153.5.2

The Owners UP2839
C/o Ysabella Gills
Grady Strata & Facilities
PO Box 3197
Manuka ACT 2603

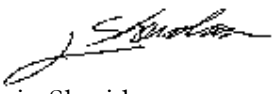
Dear Ysabella,

RE: VIRIDIAN REINSTATEMENT COST ASSESSMENT
45 WENTWORTH AVENUE, KINGSTON ACT

Further to our proposal and your subsequent commission, we are pleased to enclose our property insurance reinstatement cost assessment for the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan
QS Solutions
Enc

Viridian Reinstatement Cost Assessment

45 Wentworth Avenue, Kingston ACT

The Owners, Unit Plan 2839

May 2023

File No: 1153.5.2

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone:02 9876 4757

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1. Introduction

Under instructions from Ysabella Gills of Grady Strata & Facilities, QS Solutions have prepared this reinstatement cost assessment for the subject property.

The purpose of this report is to assist in obtaining property insurance quotations for the subject properties from insurance companies and brokers.

Neither the current policy nor any proposed policy information has been provided to QS Solutions in the preparation of this assessment.

The parties to this insurance policy should satisfy themselves as to the wording of the policy and risks covered.

2. Base reconstruction data

2.1 Calculations & measurements

The property was visited on 10 March 2023 and an inspection of the readily accessible areas completed. The inspection included identification, measurement and establishment of use of plant and structure. In addition a photographic record of the building has been prepared.

Our demolition and reconstruction costs are based upon dimensions obtained by drawings provided to us by the building manager.

All base reconstruction cost data including demolition, reconstruction and professional fees are exclusive of GST.

2.2 Demolition and disposal cost

The cost includes for making safe the damaged building, demolishing the existing structure and grubbing up the existing foundations, removing any remaining debris and shoring and temporarily protecting any adjoining buildings where appropriate.

2.3 Reconstruction cost

This is the anticipated cost of totally reconstructing the property using conventional tendering methods and completed documentation at the policy commencement date. The cost allows for reconstructing the building in accordance with current regulations. An allowance for heritage work is included where applicable.

Professional fees, escalation and demolitions costs are not included within this amount.

Foundation costs are based on typical sub-soil conditions bearing in mind the type and location of the building.

Where we have been unable to examine elements of the structure we have assumed the use of reasonable materials and construction methods bearing in mind the age and character of the building.

Allowance has been made for the effect of currency fluctuations on imported building materials and services from overseas.

2.4 Professional fees

This allowance covers the professional fees for the following disciplines when appropriate:

- Quantity Surveyor,
- Project Manager,
- Architect,
- Structural Engineer,
- Council Fees,
- Building and Design approval,
- Mechanical and Electrical design,
- Minor fees such as acoustic & soil testing,
- Disbursements and sundries.

2.5 Cost escalation

This inflation cost provision is applied to the reconstruction cost for the period of demolition, re-documentation and reconstruction. Separate cost escalations are included for the first year and years thereafter disaster. No allowance has been made for any abnormal factors such as earthquakes, major floods and tempests, which would affect escalation.

2.6 Demolition, documentation and construction durations

Demolition, re-documentation and construction periods are based on working weeks and the current award agreements of a thirty-eight hour, five day week.

It is assumed that demolition will be carried out in conjunction with re-documentation and that the normal period for obtaining permits and approvals for this type of building will be required.

3. Reinstatement cost data

The reinstatement cost figures represent the total reconstruction cost assuming total destruction.

- The cost assessment as at 6 June 2023 is the total re-construction cost if destruction occurs on the first day of the insurance period.
- The cost assessment as at 6 June 2024 is the total re-construction cost if destruction occurs on the last day of the insurance period.

Our reinstatement cost assessment is provided inclusive and exclusive of GST. We recommend you discuss this with your tax advisors and insurer to determine if GST should be included within this insurance valuation.

4. Exclusions

Items excluded from the reinstatement cost assessment are:

- Cost of renting alternative accommodation and consequential loss,
- Loss of rent, relocation expenses and leasing up period on completion,
- Cost of professional fees incurred in the preparation of a claim following a loss,
- Costs in connection with changes in plot ratio,
- Variations to current design of the building,
- Common property loose furniture, fittings and works of art,
- Occupant fit out including furniture, curtains, blinds, carpets and painting not forming part of the building,
- Contributions to fitout and tenant incentive costs,
- Trade or advertising signs, logos and similar items,
- External works beyond the boundary of the site including in ground services,
- Finance charges for reconstruction,
- Unexpected delays in obtaining approvals caused by appeals or abnormal factors,
- The presence and subsequent removal of asbestos.

5. Property description and photograph

5.1 Property description

The property is 150m by 85m and occupies an entire block enclosed by Wentworth Ave, Eyre Street, Printers Way and Dawes Street at Kingston. The property contains 163 Residential lots plus 10 commercial lots within 8 buildings ranging in height from 3 to 6 levels and located above a basement car park. A central garden area is located between buildings.

The buildings have painted masonry and clad facades, metal roofs and balconies.

The buildings contain passenger lifts and security access.

The building contains a central fire alarm system, detectors, fire hydrants, fire hose reels and fire extinguishers. The car park contains a fire sprinkler system.

5.2 Property photograph

6. Reinstatement cost assessment

Viridian
UP2839
45 Wentworth Ave, Kingston ACT

Base Reconstruction Data, 6 June 2023

Policy commencement date	6 June 2023
Demolition and disposal cost	$5,095,000
Base reconstruction cost	$66,300,000
Professional fees	$5,967,000
Cost escalation, first year	5.00%
Cost escalation, years thereafter	4.00%
Demolition, documentation and permit application duration	58 weeks
Reconstruction duration	70 weeks

Reinstatement Cost Assessment

Total building reinstatement cost based on the above reconstruction data and notes within this report

	Start of insurance	End of insurance
Disaster date / start of reinstatement	6 June 2023	6 June 2024
Reinstatement cost excluding GST	**$83,358,000**	**$86,744,000**
Reinstatement cost including GST	**$91,694,000**	**$95,418,000**

7. Disclaimer

This reinstatement cost assessment has been prepared for the sole purpose of insurance and is not to be used for any other purpose. The contents of this assessment are confidential to the instructing party and essential parties dealing with the property insurance reinstatement cost assessment and is not to be distributed to anyone else without the agreement of Justin Sheridan and QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this report.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

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 2839

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 18th August 2023

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened**
The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

O **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
18th August 2023	General Meeting Minutes Attached

A4 Owners corporation declaration

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

THE OWNERS-UNITS PLAN No. 2839 Common Seal

..... 24 August 2023

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

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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).

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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).

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

GENERAL MEETING
'Viridian'
45-47 WENTWORTH AVE, 51-55 DAWES ST, 54-56 PRINTERS WAY & 50-56 EYRE ST, KINGSTON
GENERAL MEETING MINUTES

Held at The Eastlakes Football Club, 3 Oxley Street, Griffith, ACT on the 18th of August at 6:00pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 1, 4, 7, 32, 41, 48, 64, 68, 71,73, 74, 88, 89, 94, 98, 100, 105, 106, 108, 109, 111, 112, 117, 121, 124, 130, 141, 144, 151, 154, 155, 164

Proxies: Representatives for Lots: 129, 153, 46, 150, 69, 67, 2, 8, 9, 14, 15, 84, 162, 139

Absentee Voting Forms: 70, 81, 142, 78, 104, 150, 91, 110, 119, 101, 5, 140, 107, 43, 63, 69, 126, 3, 165, 17

Chairperson Ms Helen Donaldson welcomed members of the Owners Corporation to the General Meeting and introduced Ms Ysabella Gills as the direct Strata Manager for the Viridian Complex, and Mr Mark Terracini as Director of Grady Strata and Facilities. Ms Donaldson asked Mr Terracini to provide a brief overview of the current maintenance items that the Viridian Complex is looking to remediate in the future.

The meeting noted that the Viridian Complex is facing various water ingress issues, originating from various sources, such as box gutters, balconies, and parapets. Mr Terracini advised that the box gutter and parapet repairs will be carried out in conjunction with the cladding replacement project, as sundry items. As per the restraints from the current Sinking Fund, the Viridian Complex can only allow for two balcony refurbishments per financial year. Currently, the Viridian is undergoing one balcony refurbishment, with another beginning in mid-September. Mr Terracini advised the meeting that the Executive Committee is investigating a holistic approach to the water ingress issues at the complex in order to prioritise issues.

Additionally, the meeting was advised that the Executive Committee is working with Grady Strata to look at options to replace the cracked tiles located in the walkway between Blocks F and G, as this poses potential trip hazards and is contributing to leaks in the basement garages.

The meeting noted that the Executive Committee is working with Grady Strata to close out the hailstorm insurance claim from 2020. Executive Committee member Mr Warren Curry, accompanied by Owner Mr Michael Gardiner, have been attending monthly insurance meetings with Grady Strata, Bac Insurance Brokers, and the Insurance Assessor Mr Richard Cordell.

The meeting was also advised of the future replacement of the lifts and intercom system at the complex. Grady Strata and Facilities advised the meeting that the Control By Integration (CX) has been engaged by

the Executive Committee to begin the intercom system replacement at the Viridian Complex. The meeting was also advised that the Executive Committee are looking to engage a lift consultant to verify advice received from the service contractor regarding the replacement of the lifts to inform the review of the Sinking Fund Plan.

The meeting also noted that the Executive Committee is currently working with Stephen Wise to provide Owners with an updated Sinking Fund Forecast to accurately represented items such as the lifts, repairs on the parapets and box gutters, etc. The Sinking Fund Forecast will be presented to the Owners at the Annual General Meeting for approval.

MINUTES

ITEM 1 - MINUTES

Motion 1: "*That the Owners Corporation adopt the 2022 Annual General Meeting Minutes as provided."*

Motion Carried

APPOINTMENT OF PROJECT MANAGER

ITEM 2 – PROJECT MANAGER

Motion 2 (RECOMMENDED): "*That the Owners Corporation – Units Plan 2839 RESOLVE to engage Dowse Projects as Project Managers for the Viridian Cladding Replacement Project at a cost and in terms as generally outlined in the Dowse response to the tender documentation and subsequently established in the terms of a contract to be negotiated with the Executive Committee. For the avoidance of doubt the Executive Committee are duly authorised to enter into this contract as necessary to complete the works as outlined in the attached tender documentation and include those significant repair and maintenance works with a cladding interface that can be sensibly and cost effectively integrated into a combined scope of works."*

Motion Carried

The meeting noted that Dowse has the capacity and willingness to undertake the work at the Viridian. The Executive Committee advised that during the tender process, Dowse provided the most upfront answers and surety of the workforce that they currently have in Canberra. The meeting noted that the sundry items such as the parapet capping and box gutters will be separated from the cladding items, to ensure that the Owners Corporation is compliant with the criteria for the ACT Government Loan Scheme.

INSURANCE

ITEM 4 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that Viridian is due to close out the current insurance claim from the 2020 Hailstorm.

BUILDING MAINTENANCE

ITEM 5 – STRUCTURAL DEFECTS

The meeting noted that there are no known structural defects at the property, except for the various leaks that are currently being addressed. The meeting noted that the Executive Committee are looking to engage Coot Engineering to inspect the basement at Viridian, based on the advice obtained by Peak Consulting.

ITEM 6 – MAINTENANCE ISSUES & CONTRACTS (NEW OR OUTSTANDING)

The meeting noted that the Building Maintenance Plan is currently being reviewed in line with the work on the Sinking Fund Plan. All maintenance contracts at the Viridian are in place and secured by current agreements.

ITEM 7 – FIRE SAFETY REVIEW

The meeting discussed the ongoing provision of fire maintenance at the Viridian, with routine fire maintenance being undertaken with FS Solutions in accordance with the relevant Australian Standards and recommended interim fire safety measures outlined in the Fire Engineers Report provided to the 2022 AGM. The meeting noted the presence of flammable cladding as discussed earlier, with steps being taken to resolve this matter.

The meeting also noted that the Viridian has fire defects present in the basement in the form of sprinklers being covered by drip trays. The meeting was advised that the Executive Committee are currently seeking quotes to remediate this issue.

GENERAL BUSINESS

ITEM 8 – ANY OTHER ITEMS

Flooring

An owner raised from the floor questions regarding the recent acoustic testing that was conducted at the Viridian. The Owner asked if lateral noise was considered during the testing process. Executive Committee member Mr Steve Rumble advised that the target unit was the located directly below, and that lateral noise was not measured during testing. Discussion followed supporting the owner's concerns about the lateral transfer of noise in the complex. Mr Rumble advised the meeting that an acoustic test conducted in 2010 measured lateral noise.

An Owner raised several motions in regards to the recent acoustic testing conducted in July 2023.

***Motion 3**: "That the two reports completed by Michael Phillips Acoustics be tabled and uploaded to the Owner Portal for access by all owners within 3 working days of their receipt."*

Motion Carried

The meeting noted that Mr Rumble tabled a document concerning the reason for delays and time-frame for obtaining the final copy of the acoustic testing report which will be made available to owners.

***Motion 4**: "That within 7 days the Executive Committee upload to the Owners Portal for access by all owners details of noise complaints excluding any personal references directly related to installed hard flooring in the Viridian"*

Motion Failed

Motion 5: *"That future meetings are not held on a Friday afternoon/evening or weekend to enable maximum participation at meetings for decision making."*

Motion Carried

The mover of the motion noted her view that holding meetings during the week would assist to provide the best possible attendance record for the decision-making process.

Motion 6: *"That opportunities are provided (i.e., townhall meetings) with owners when significant decisions are to be made to allow for reasonable discussion prior to being asked to vote."*

Motion Rescinded

The meeting noted that the organization of town hall style meetings can be beneficial to the Owners Corporation, however, does not require approval. The Executive advised that information sessions intended to be held in the lead up to the AGM to pass onto owners information available at that time, and invited Owners to contact the Committee via Grady Strata with their requests.

Motion 7: *"That the Executive Committee responds to Grady Strata requests on behalf of owners/residents (quote approvals, decisions) within an agreed timeframe (suggest 10 business days)."*

Motion Rescinded

Some owners requested better communications by way of updates, eg when inspections of their units have occurred.

Motion 8: *"That the Owners Corporation adopt the ability to attend meetings virtually."*

Motion Carried

The meeting noted that allowing the decision to participate virtually in the future will allow for greater attendance by owners, which will prove to be beneficial to the Owners Corporation.

Motion 9: *"That the Owners Corporation agrees to appoint an additional member to the Executive Committee."*

Motion Carried

Ms Helen Donaldson advised the meeting that Mr Andy Gough will be stepping down from his role on the Executive Committee. The meeting expressed their appreciation and thanks to Mr Andy Gough for all his hard work on the Committee and as Treasurer. Ms Helen Donaldson asked the meeting for volunteers to take up the role of Treasurer. Those who wish to volunteer are invited to approach the Committee or Grady Strata.

Meeting Closed at 7:48 pm

Ysabella Gills

Importance: High

Date: 28 July 2023 at 3:08:13 pm AEST
To: steve rumble [redacted]
Cc: Helen D [redacted] 'Mark Terracini' <mark.terracini@gradystrata.com.au>, 'Ysabella Gills' <ysabella.gills@gradystrata.com.au>

Hi Steve,

Thank you for your email. Yes apologies, it looks like the draft report was sent to you by error.

I'll have the final report sent to you which will align with your comments.

Have a great weekend.

Kind Regards,
Michael Phillips
Head of Engineering | MP Acoustics
M.A.A.S.
MArchSc (Audio & Acoustics), AssocDeg (Audio Eng.)
P: 1300 617 439
F: (02) 8387 1199
E: michael@mpacoustics.com.au

Viridian

THE OWNERS – UNITS PLAN 2839

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 10 August 2023 at 3:00PM In-Person and via Zoom

1. Attendance

PRESENT:
EXECUTIVE COMMITTEE (EC) In-Person: Helen Donaldson (Chairperson), Warren Curry, Steve Rumble and Andy Gough (Treasurer).
Via Zoom: Anselm Waterfield (Secretary).

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Mark Terracini and Ysabella Gills (Strata Manager).

APOLOGIES: Kevin Wilson and Nick McCauley (Building Manager).

1.1 The Commitee **agreed** for Mr Warren Curry to hold the position of Chairperson for the duration of Ms Helen Donaldson's absence from the Committee.

The Commitee **agreed** for Mr Michael Gardiner to hold the position of Treasurer whilst Mr Andy Gough takes leave from the 4th of September to the 19th of October.

Out of Office: The Committee **noted** that Mr Kevin Wilson has stepped down from the Committee until November, opening up a casual vacany for Mr Michael Gardiner to join the Committee.

2. Minutes from the previous meeting

2.1 The Committee **confirmed** the minutes from the previous meeting held on the 6th of July 2023.

3. Financial Reports (Treasurer)

3.1 The Committee **noted** the financial reports provided by Grady Strata and Facilities.

The Committee **discussed** units in arrears and the process of debt collection. The Committee noted that Grady Strata's communication with owners in regards to unpaid levies have been quite successful, however there are still various units that are currently in arrears. **Action:** Grady Strata to commence debt collection on units in arrears.

The Committee **discussed** the parapet capping funds provided by the insurer as a result of the hailstorm damage. Due to the need to schedule this work with the cladding replacement, the Committee **agreed** to move the parapet capping work to 2024 to align with the re-cladding project. There was discussion concerning the tax implications of using these funds and moving the work into next year.

The Committee **agreed** for the first tranche of the intercom replacement expenditure to be applied against the unallocated parapet expenditure in the current budget.

The Committee **discussed** the ongoing work between Grady Strata and Mr Andy Gough in regards to work and maintenance process. Grady Strata recommended to put in place a quote approval limit where additional investigation is required to that already approved, in order to simplify and expedite some quotation approvals.

Action: Committee to provide approval on a limit of expenditure for the quote approval process for follow on work.

4. Cladding Project

4.1 The Committee **noted** that Grady Strata recently met with Dowse Projects to discuss the EC's request regarding the engagement of various consultants for the cladding removal project. Dowse Projects advised that the additional consultants will be engaged by the builder, once they have been appointed by the Owners Corporation and that there is no need for an architect. There was discussion regarding a peer-review of the scope of works that the successful project manager will put to tender. **Action:** Grady Strata to engage Peak Consulting to peer-review the scope of works for the cladding removal project to ensure that it meets the needs of the Viridian complex.

There was discussion concerning the upcoming Annual General Meeting in December and providing information to Owners regarding the cladding project. **Action:** Grady to ensure that Dowse Projects attends the AGM (if successful).

The Committee **noted** that if Dowse is engaged at the General Meeting on the 18th of August, the current Sinking Fund budget already includes an allocation for the recladding project that is intended to be used to pay Dowse Projects until the AGM. The plan for raising further funds for the re-cladding project, including future payments to Dowse will be discussed at the AGM.

Grady Strata advised the Committee that various Owners were enquiring about the cost of engaging Dowse for the cladding project. Grady Strata recommended sending out an addendum to Owners, to include the tender proposal from Dowse.

The Committee **approved** for Grady Strata to issue an addendum to the General Meeting Package.

4.1.1 The Committee **noted** the update provided by Grady Strata in regards to the interim fire safety measures. Grady Strata advised that the final cladding notices are to be installed by FERST, which will be the final step in meeting the requirements of the interim fire safety measures outlined in the Fire Engineers Report. The Committee noted the updated implementation report, and requested amendments be made prior to its release to owners.

5. Insurance

5.1 The Committee **noted** the update provided by Grady Strata in regards to the insurance works at the Viridian complex.

The Committee **noted** advice from Grady Strata and Mr Curry that the last insurance meeting with BAC Insurance and assessor Richard Cordell will take place on the 12th of September. Richard Cordell advised in the last meeting held in August, that all works to do with the hailstorm insurance claim will be completed, consequently closing the claim for the Viridian Complex. Mr Cordell also advised that if any other maintenance items are highlighted after the closing of the claim, that they are to be brought to his attention to follow up.

6. Strata Manager

6.1 The Committee **noted** the update provided by Grady Strata in regards to flooring at the Viridian.

The Committee **noted** the response from Unit 126 to the Strata Manager's inquiry and requested Grady Strata to seek further information. **Action:** Grady Strata to facilitate this.

The Committee **noted** that a response to the Strata Manager's request for information is due from Unit 125 on 17 August 2023.

The Committee **noted** that there were noise complaints from various Units in Block D, attributing the noise to a recent installation of hard flooring. The Committee has not approved flooring in the block, so further investigation is required.
The Committee **noted** that Grady Strata has asked these residents who reported and are experiencing the noise ingress, to please keep a record of the dates/times and types of noise to assist the Committee.

6.2 The Committee **noted** that Grady Strata is following up rule breaches at the complex.

6.3 The Committee **discussed** the next steps in regards to Unit 151. The Committee **noted** that a conference call with Trinity Law is being scheduled to follow up progress with this and other matters.

The Committee **discussed** advice received from Unit 165's solicitor that papers have been lodged in ACAT. The Committee **agreed** for Grady Strata to advise the insurer of the impending ACAT Claim. **Action:** Grady Strata to facilitate this.

The Committee **noted** that a list was sent to Grady today with the errors present in the latest version of the report from the acoustic engineer. The Committee requested that Grady forward these to the engineer with a request that they make the necessary changes to the report, noting the level of interest among owners. **Action:** Grady Strata to facilitate this.

7. Building Manager

7.1 The Committee **noted** the Building Manager's Report for August.

7.1.1 The Committee **approved** the revised quote provided by CXI for the replacement of Viridian's intercom system. The Committee **agreed** to phase the work across the change of two financial years in order to accommodate Viridian's budget limitations. **Action:** Grady Strata to facilitate this.

7.2 The Committee **discussed** the current status of the lifts, taking into account advice from OTIS and Stephen Wise. The Committee **agreed** for Grady Strata to approach the market for costings to engage a lift consultant to advise on the timing and priority that should be applied to the replacement of the lifts at the complex. **Action:** Grady Strata to facilitate this.

Mr Gough reminded Grady and the EC that the installation of the 4G upgrade will still need to take place, to ensure that the emergency lift phones are still operational. The Committee **agreed** to advance the 4G upgrade of the lifts. **Action:** Grady to engage with OTIS to commence the 4G upgrade to the lift phones.

The Committee **discussed** the quotations for quarterly box gutter cleaning, from Drips and Drains and Spec Services. The Committee **agreed** to approve the least costly option on the condition that the final costing is based upon the yearly figure.

7.3 The Committee **agreed** for the painting of the steelwork facing the internal courtyard of Blocks A and H to stay in the scope of works for the Besselink Painting schedule for the Viridian Complex.

8. Building Maintenance

8.1 The Committee **noted** that Mr Andy Gough and Grady Strata met with Peak Consulting to discuss the status of the water ingress issues at the Viridian and next steps. There was discussion concerning a holistic approach to diagnose the water ingress issues at the complex. Peak Consulting advised that this would be an appropriate way to determine the severity of each water ingress issue.

Grady Strata advised that Peak Consulting are obtaining costings for a survey to take to all owners in regards to the water ingress issues. The Committee **noted** that once this has been obtained, it will be taken to the Committee for approval. Once approved, communication will then be taken to Owners from both Peak Consulting and Grady Strata.

The Committee **noted** that Peak Consulting is also obtaining a quotation to engage Coot Engineering to investigate the Viridian basement and provide advice on issues they have identified.

The Committee **approved** the Quotation from FS Solutions for the 5 yearly sprinkler system service.

The Committee **noted** that they had not received a comparative quote for the relocation of the sprinkler heads that are currently placed under drip trays. **Action:** Grady Strata to approach FS Solutions to obtain a comparative quotation for this work and present that to the Committee for their consideration and approval.

9. General Business

9.1 The Committee **noted** the report provided by the EV Sub-Committee. The Committee discussed the investigation into the possibility of installing secure chargebacks boxes for trickle charging. Mr Warren Curry advised the Committee that a basic backbone system based on the needs of 10 residents would cost the complex approximately $25,000, however the Sub-Committee is unsure as to whether this ability is available for the Viridian Complex.

The Committee **noted** that Mr Warren Curry is to approach Maritex for advice on safety and the maximum capacity that Viridian can hold in regards to EV Charging. Mr Curry expects that there will be little change in the current direction for EV charging in the complex in the lead up to the AGM and noted there is little demand at this stage.

9.2 The Committee **noted** the cost proposal from Kerin Benson Lawyers for the review of the next draft of the Viridian Rules.

The Committee **approved** this cost, subject to the cost including the review of all the rules, not just the proposed amendments put forward by the Committee. **Action:** Grady Strata to facilitate this.

The Committee **discussed** the Annual General Meeting to be held in December 2023. The Committee agreed to include an update to Owners in regards to the Hailstorm insurance claim and a progress report on the EV proposal for the complex.

The Committee **noted** that Mr Andy Gough will be stepping down permanently from his role as Treasurer on the 4th of September 2023. The Committee and Grady Strata thanked Mr Gough for all of his work as Treasurer over the past two years.

10. Next Meetings

10.1 The Committee **noted** that the next Executive Committee meeting is to be held on Thursday the 28th of September at 3:00pm.

10.2 The Committee **noted** that the next Annual General Meeting is to be held on Monday the 4th of December at the Eastlakes Football Club, 5:30pm.

Meeting Closed: 5:05PM

Viridian

THE OWNERS – UNITS PLAN 2839

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 06 July 2023 at 3:00PM In-Person and via Zoom

1. Attendance

PRESENT:
EXECUTIVE COMMITTEE (EC) In-Person: Helen Donaldson (Chairperson), Warren Curry, and Steve Rumble.
Via Zoom: Andy Gough (Treasurer).

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Mark Terracini, Ysabella Gills (Strata Manager), Nick McCauley (Building Manager).

APOLOGIES: Kevin Wilson and Anselm Waterfield (Secretary).

2. Minutes from the previous meeting

2.1 The Committee discussed the previous minutes dated the 25th of May 2023, in regards point 9.4, and **agreed** to amend the minutes.

9.4 **Amendment:** The Committee **discussed** the placement of two (2) different sheds in the basement, labelled 'OC' and '72'. The Committee noted previous Committee's approval of the shed, however, it was **agreed** for the shed labelled 'OC' to be removed from its current space and its contents to be store in the Wentworth Avenue secured storage area. The Committee requested that Nick (BM) look for an additional location before disposing of the shed. **Action:** Grady Strata to facilitate this item.

Upon further investigation, the Committee **noted** that the shed labelled Unit 72 is part of the original Strata Plans and **agreed** that it will not be removed from its current space.

2.2 The Committee **confirmed** the amended minutes from the previous meeting held on the 25th of May 2023.

3. Financial Reports (Treasurer)

3.1 The Committee **noted** the financial reports provided by Grady Strata and Facilities.

The Committee **noted** that the reports did not include a comparison of expenditure to the Viridian's budget. **Action:** Grady Strata to facilitate to provide the accrual budget expenditure for the Committee's records for future meetings.

3.2 The Committee **noted** the budget 'look-ahead' provided by Treasurer and noted the ongoing pressure on the administrative fund. The Committee **agreed** that outside the $5000 'make safe budget' for any emergency items, all proposals for new expenditure are to be referred to the Treasurer for prior approval. **Action:** Grady Strata is to not approve any new quotes without the Treasurer's approval.

3.3 Arrears List - The Committee noted the report. **Action:** Grady Strata to chase up owners who are in arrears with their levies.

4. Cladding Project

4.1 **RFT for Project Manager -** The Committee **noted** that, following the Committee's assessment of the tenders for the Project Manager for the cladding project and the apparently equally strong claims of two candidates, Mr Gough had consulted with Stephen Wise of Wise Choice as agreed. This clarified a few differentiating factors and additional items for the contract.

The Committee also **noted** that a follow up meeting with Stephen Wise has been tentatively arranged for the 20th of July 2023 about issues such as significant work packages, already exposed to the Building Maintenance Plan, that would likely worsen with extended delay, and might be more effectively undertaken integrated into the cladding removal project.

The Committee **agreed** to recommend Dowse Projects to the Owners Corporation as the Project Manager for the Cladding Removal Project, provided that the tender includes the selection, tasking, and coordination of additional professional consulting elements such as superintendent, certifier, architect and structural engineer, especially during the design phase of the project.

Action: Grady Strata to conclude the RFT process, look into the use of a standard form contract and finalise discussions with Dowse, before scheduling the General Meeting to seek OC approval.

4.2 The Committee **noted** the update provided by Grady Strata in regards to the interim fire safety measures. There was discussion around the penthouse emergency plans. Nick (BM) advised that the emergency evacuation plans have been installed in the fire exit stairwells of the penthouses.

5. Insurance

5.1 The Committee **noted** the update provided by Grady Strata in regards to the insurance works at the Viridian complex and that they are waiting for the insurer to report back.

5.2 The Committee **noted** the update provided by Grady Strata regarding the parapet repairs, and that this will be placed into the scope of works for the cladding project and handled by the appointed project manager.

6. Strata Manager

6.1 *Hard flooring*: The Committee **noted** the update provided by Grady Strata in regards to concluding acoustic testing in the complex. Subject to the availability of the EC's list of products to be tested and access arrangements being finalised, this should occur on Friday 7 July.

The EC is hopeful that this will conclude its long term efforts to identify a process that meets the needs of all Owners. The current Rules on hard flooring have been the source of much frustration for owners who wish to install hard flooring and add a significant additional workload for Grady Strata and the EC. The EC is required by legislation to enforce previous OC decisions reflected in the Rules. These require the highest level of acoustic performance to protect the peaceful living of neighbouring units. Independent of this, the OC and EC are also required to comply with the default rule on noise (Rule 1.10).

It is anticipated that the acoustic report will support the development of a proposal to amend the relevant Rules for consideration at the General Meeting being

scheduled to appoint the Project Manager for the Cladding Removal Project, however this very much depends on the timing of the acoustic report.

6.1.1 The Committee **noted** that correspondence has been received from a solicitor in regards to the Committee's decision not to approve an application for hard flooring. **Action:** Draft EC response to be circulated.

6.2 *Rule Breaches:* The Committee **noted** the updated report of rule breaches brought over from the change of management. **Action:** Grady Strata to continue to follow up with the rule breaches and bring them to conclusion.

6.2.1 The Committee **noted** that Unit 125 is undertaking bathroom repairs that have now been approved, however it is causing noise and mess in the complex. **Action:** Grady Strata to write to remind the owner of the requirement to provide written notice at least 48 hours before such activities so neighbours may be informed (Rule 2.6).

6.3 *ACAT Orders of 13 Jan 2023 re Unit 151 Flooring:* The Committee **discussed** advice received on enforcement action. In addition, due to another complaint about noise, it was **agreed** that an inspection of the temporary sound dampening flooring should be arranged in accordance with ACAT Orders from July 2022 which were reinstated when the Appeal was dismissed. **Action:** Advice to owners to be prepared.

7. Building Manager

7.1 The Committee **noted** the Building Manager's Report for June that was placed on the Smata Portal for EC viewing.

The Committee **agreed** for Nick to place the date received on quotations for the Viridian.

The Committee discussed the lighting in the internal courtyard as many lights are failing. **Action:** Grady Strata to look into lighting solutions and present to the Committee.

The Committee **agreed** to not explore garage door sensors for the basement as the need for fobs to operate the gates is an important component of access security.

The Committee **noted** that Nick is currently obtaining quotes from Delkon Stairs in regard to Unit 64 and 82's handrails. The EC also requested that reports about the handrail at one of the common property entrances on Dawes St be investigated. **Action:** Grady Strata to investigate and present quotes to Committee once obtained.

The Committee **agreed** that advice be sought from the contenders to replace the Viridian's intercom system on whether the complex can facilitate intercom video as well as audio. **Action:** Grady Strata to communicate with each contractor on whether video can be facilitated by their products and if so, to seek updated quotes.

The Committee **noted** that 3 Rivers have attended site to install rodent baits around the complex.

7.2 The Committee **noted** the update provided by Grady Strata in regards to reviewing Viridian's contracts.

7.2.1 The Committee **approved** the All Seasons quote for a 3 year contract for maintaining the gardens at the Viridian Complex. **Action:** Grady to finalise contract.

7.2.2 The Committee **noted** that Spec Services has started its new contract for cleaning services at the Viridian, replacing City Group.

8. Building Maintenance

8.1 The Committee **notes** the following approvals:

The Committee **approved** Unit 91's Drip Tray Installation.

The Committee **approved** Unit 111 Peak Consulting Inspection and Report.

The Committee **approved** Unit 128 and 133's Peak Consulting Inspection and Report.

The Committee **approved** Unit 71's Peak Consulting Report.

The Committee **approved** Unit 80 and 81's Peak Consulting Report.

The Committee **approved** QMax's quote the necessary work to the pump system onsite, as well as some additional upgrades, at a cost of $13,900 ex GST.

The Committee **noted** that while onsite inspecting Unit 101, Peak Consulting required access to Unit 107 above, and noted that the work to the balcony was unsatisfactory and required remediation. **Action:** Grady Strata to provide the Peak report to LFX for comment.

The Committee **noted** the update by Grady Strata on the recent painting of Blocks A and H steelwork undertaken by Besselink and feedback received re any possible defects. The Committee discussed the internal courtyard's steelwork which was not done and will need to be included in a future Budget. **Action:** Grady Strata to confirm the approved quote and scope of the recent works.

8.2 The Committee **noted** that work will commence on Monday the 10th of July for Unit 162.

Out of Session: Tiling Dynamix subsequently advised Grady Strata that the works would commence on Unit 162 on Tuesday the 11th of July 2023. Grady issued a notice to residents about expected noise.

9. General Business

9.1 The Committee **noted** that there has been change to the Unit Titles (Management) Act 2011 in regards to sustainability infrastructure and electric vehicles. **Action:** The Committee requested a briefing from the sub-committee on its proposal relating to EVs at the next meeting.

9.3 The Committee **noted** Grady's advice that a quote from Tiling Dynamix has been received in regards to the tiling in the walkways of Block F and G. **Action:** Grady Strata to place the quote on the Smata messaging channel.

9.4 Otis has advised that SIM cards need to be updated from 3G to 4G by a date that conflicts with previous advice. **Action:** Grady to query conflicting dates with Otis.

10. Next Meetings

10.1 The Committee **noted** that the next Executive Committee meeting is to be held on Thursday the 10th of August at 3:00pm.

10.2 The next Annual General Meeting is to be held on Monday the 4th of December at the Eastlakes Football Club, 5:30pm.

11. Out of Session Approvals

The Committee noted that there has been several out of session approvals for unit alterations.

23-05-2023	20	Approved		Coffee Shop - fit out plans supplied to EC	No EC approval required. Meets commercial fit out requirements of Rule 1.4(4)
26-04-2023	43	Approved		Hard flooring application (ground floor)	Approved 7 June 2023
08-06-2023	89	Approved		Bathroom/Laundry Application	Approved Monday 19th June 2023
	125	Approved		Re-waterproofing of bathroom	

Meeting Closed: 5:02PM

Summary Information

Property Name	Viridian Apartments
Property Address	Wentworth Avenue, Kingston ACT 2604
Units Plan Number	UP 2839
Number of units	173
Year Building Occupied	2005
Sinking fund report commencement (1/11/22)	2023
Inflation figure used P.A.	5.0%
Revision	1.2

This report & estimate has been prepared based upon knowledge and experience of the buildings, instructions from the executive committee and calculated quantities necessary to ascertain replacement, repair or refurbish costs.

As with all calculations, there are variables that will affect the accuracy including inflation, market pricing and access constraints.

The Owners Corporation may also bring forward or delay expenditure based upon wear and tear and cosmetic considerations.

Life expectancy estimates have been provided and utilised to calculate the accrual and expenditure anticipated, however actual life expectancies will vary depending on the aforementioned issues as well as cosmetic considerations for decorating decisions.

The Owners Corporation may choose to spread the expenditure to 'even out' capital requirements, accomodate Contractor capacity limitiations and manage functional impact on the development as a whole.

Wise Choice
Project Services

Maintenance										Sinking Fund Expenditure Accrual - FY Beginning November to October - (2023 means 1/11/22 to 31/10/23)											
		Note No		1	3	6	12	As Req	Yr Replace	Life Expectancy	Replacement Cost (excl GST)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Year 11 to 20 of SF
No	Item		Wk	Mth	Mth	Mth	Mth															
	Cleaning																					
1	Ground floor entry lobbies - all surfaces		√							N/A												
2	Elevators - inside & outside - stainless steel		√							N/A												
3	Common floor areas of all buildings		√							N/A												
4	Car park floors & lift entry lobbies				√					N/A												
5	Emergency exits & stairs			√						N/A												
6	Building entry lobby & fire stair glass		√							N/A												
7	Common area & apartment external glass incl spider spraying					√				N/A												
8	Carpark horizontal surfaces (lights, sprinklers etc)					√																
9	Services voids - clean out dust					√																
10	Clean out drainage in void spaces					√																
11	Soft wash clean and minor paint touch ups to external façade	1						√	2031	5	77,250	16,223	17,034	17,885	18,780	19,719	20,704	21,740	22,827	23,968	25,166	332,368
12	Waste Room cleaning - hot wash & degrease				√					N/A												
13	Courtyard & surrounds		√					√		N/A												
14	*Cleaning inspections*	2			√					N/A												
	Sub Total											**16,223**	**17,034**	**17,885**	**18,780**	**19,719**	**20,704**	**21,740**	**22,827**	**23,968**	**25,166**	**332,368**
	Landscaping																					
15	Weeding, keeping garden beds tidy incl minor pruning		√							N/A												
16	Leaf clean up (seasonal)		√							N/A												
17	Irrigation testing	3			√					N/A												
18	Upgrade/Replacement of irrigation system	3						√		N/A												
19	Minor plant replacement	4						√		N/A												
20	Major plant replacement	4						√		N/A												
21	Fertilise gardens				√					N/A												
22	Maintain Verge areas - seasonal		√							N/A												
23	Replace membranes to external planter beds over the Basement slab	5						√	2034	30	606,413	21,224	22,286	23,400	24,570	25,798	27,088	28,443	29,865	31,358	32,926	434,848
24	Excluded - Retaining Walls/Paving	6			√					N/A												
25	*Landscaping inspections*	7			√					N/A												
	Sub Total											**21,224**	**22,286**	**23,400**	**24,570**	**25,798**	**27,088**	**28,443**	**29,865**	**31,358**	**32,926**	**434,848**
	Floor & Wall Finishes																					
26	Floor tiling to Ground Floor Lobby areas	8						√	2054	50	106,708	2,241	2,353	2,471	2,594	2,724	2,860	3,003	3,153	3,311	3,476	45,911
27	Regrout floor tiling to Lobby areas	9						√	2029	25	13,339	560	588	618	649	681	715	751	788	828	869	11,478
28	Replace lift car floor finishes - carpet	10						√	2024	15	12,875	901	946	994	1,043	1,095	1,150	1,208	1,268	1,332	1,398	18,465
29	Carpet to Corridor/Lobby's	11						√	2024	20	220,338	11,568	12,146	12,753	13,391	14,061	14,764	15,502	16,277	17,091	17,945	237,000
30	Tiling to external common areas	12						√	2044	40	285,825	7,503	7,878	8,272	8,686	9,120	9,576	10,055	10,557	11,085	11,639	153,720
31	Tiling to external common areas - Between Bldgs E & F only	12						√	2023	40	51,500	1,352	1,419	1,490	1,565	1,643	1,725	1,812	1,902	1,997	2,097	27,697
32	Tiling to Apartment Courtyards & Balconies	13						√	2023	1	75,968	79,766	83,754	87,942	92,339	96,956	101,804	106,894	112,239	117,851	123,743	1,634,251
33	External wall tiling	14						√	2054	50	29,355	616	647	680	714	749	787	826	867	911	956	12,630
34	Replacement of Entry Mats - Excluded	15			√			√		N/A												
35	Excluded - Paving	16			√					N/A												
36	*Inspect floor finishes*	17			√					N/A												
	Sub Total											**104,507**	**109,733**	**115,219**	**120,980**	**127,029**	**133,381**	**140,050**	**147,052**	**154,405**	**162,125**	**2,141,153**
	External Painting																					
37	External painting to concrete/masonry facade walls & soffits - Yr 1	18					√	√	2025	7	120,180	18,027	18,928	19,875	20,869	21,912	23,008	24,158	25,366	26,634	27,966	369,338
38	External painting to concrete/masonry facade walls & soffits - Yr 2	18					√	√	2026	7	120,180	18,027	18,928	19,875	20,869	21,912	23,008	24,158	25,366	26,634	27,966	369,338
39	Annual maintenance to external walls & soffits up to 3m - (Yr 3 to Yr 7)	18					√	√	2023	1	31,850	31,850	31,850	Included in Y1 & Yr2		31,850	31,850	31,850	31,850	31,850	uded in Y1 &	324,574
40	External painting to steelwork - Block A	18					√	√	2039	15	99,460	6,962	7,310	7,676	8,060	8,463	8,886	9,330	9,797	10,286	10,801	142,642
41	External painting to steelwork - Block B	18					√	√	2035	15	99,460	6,962	7,310	7,676	8,060	8,463	8,886	9,330	9,797	10,286	10,801	142,642
42	External painting to steelwork - Block C	18					√	√	2033	15	72,880	5,102	5,357	5,625	5,906	6,201	6,511	6,837	7,178	7,537	7,914	104,522
43	External painting to steelwork - Block D	18					√	√	2028	15	57,240	4,007	4,207	4,417	4,638	4,870	5,114	5,369	5,638	5,920	6,216	82,092
44	External painting to steelwork - Block E & F	18					√	√	2031	15	135,600	9,492	9,967	10,465	10,988	11,538	12,114	12,720	13,356	14,024	14,725	194,473
45	External painting to steelwork - Block G	18					√	√	2029	15	53,200	3,724	3,910	4,106	4,311	4,527	4,753	4,991	5,240	5,502	5,777	76,298
46	External painting to steelwork - Block H	18					√	√	2037	15	72,880	5,102	5,357	5,625	5,906	6,201	6,511	6,837	7,178	7,537	7,914	104,522
47	Paving paint to driveway ramps and garbage enclosure area	19					√	√	2024	20	28,119	1,476	1,550	1,628	1,709	1,794	1,884	1,978	2,077	2,181	2,290	30,245
48	Façade/Soffit repairs - excluded	20						√		N/A												
49	Excluded - Replacement of ACP non compliant cladding	21						√		N/A												
50	*Inspect external painting*	22					√			N/A												
	Sub Total											**110,731**	**114,675**	**86,966**	**91,314**	**127,730**	**132,524**	**137,558**	**142,843**	**148,393**	**122,370**	**1,940,685**
	Internal Painting																					
51	Internal painting to corridor walls	23					√	√	2029	10	51,727	5,431	5,703	5,988	6,287	6,602	6,932	7,278	7,642	8,024	8,426	111,277
52	Internal painting to corridor ceilings	23					√	√	2029	10	14,997	1,575	1,653	1,736	1,823	1,914	2,010	2,110	2,216	2,326	2,443	32,262
53	Paint to apartment entry doors	24					√	√	2029	10	35,638	3,742	3,929	4,126	4,332	4,548	4,776	5,015	5,265	5,529	5,805	76,666
54	Paint to service doors - single door	25					√	√	2029	10	28,634	3,007	3,157	3,315	3,480	3,655	3,837	4,029	4,231	4,442	4,664	61,599
55	Basement car park Line marking	26						√	2027	25	21,877	919	965	1,013	1,064	1,117	1,173	1,231	1,293	1,358	1,425	18,825
56	Directional arrows on concrete slab	26						√	2027	25	1,133	48	50	52	55	58	61	64	67	70	74	975

Wise Choice
Project Services

Maintenance											Sinking Fund Expenditure Accrual - FY Beginning November to October - (2023 means 1/11/22 to 31/10/23)											
		Note No		1	3	6	12	As Req	Yr Replace	Life Expectancy	Replacement Cost (excl GST)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Year 11 to 20 of SF
No	Item		Wk	Mth	Mth	Mth	Mth															
57	Disabled parking bay symbol	26						√	2027	25	773	32	34	36	38	39	41	43	46	48	50	665
58	Parking bay numbering	26						√	2027	25	6,654	279	293	308	324	340	357	375	393	413	434	5,726
59	Bollard replacement - excluded	27						√		N/A												
60	Bike Rack/Wheel stops - excluded	27						√		N/A												
61	Signage/Mirrors/Height limit bars - excluded	27						√		N/A												
62	*Inspect internal painting*	28					√			N/A												
	Sub Total											**15,033**	**15,784**	**16,574**	**17,402**	**18,273**	**19,186**	**20,145**	**21,153**	**22,210**	**23,321**	**307,994**
	Door Hardware																					
63	Service doors to utility cupboards and the like - single	29					√	√	2044	40	57,268	1,503	1,578	1,657	1,740	1,827	1,919	2,015	2,115	2,221	2,332	30,799
64	Service glazed entry lobby doors to building entry points	29		√				√	2029	25	61,800	2,596	2,725	2,862	3,005	3,155	3,313	3,478	3,652	3,835	4,027	53,179
65	Service apartment & commercial office entry doors	30						√		N/A												
66	Replace Waste Room roller shutter	31			√			√	2034	30	6,180	216	227	238	250	263	276	290	304	320	336	4,432
67	Replace Motorised Waste Room roller shutter	31			√			√	2034	30	4,120	144	151	159	167	175	184	193	203	213	224	2,954
68	Motor replacement only to car park entry gate/shutters	31			√			√	2038	20	30,900	1,622	1,703	1,789	1,878	1,972	2,070	2,174	2,283	2,397	2,517	33,237
69	Excluded - Sliding car park entry gates	31								N/A												
70	Excluded - Private storage cages									N/A												
71	Excluded - Private courtyard entry gates									N/A												
72	*Review operation of all doors*	32					√			N/A												
	Sub Total											**6,082**	**6,386**	**6,705**	**7,040**	**7,392**	**7,762**	**8,150**	**8,557**	**8,985**	**9,435**	**124,601**
	Roof																					
73	Roof repairs	33				√	√			N/A												
74	Roof flashings	33				√	√			N/A												
75	Clean out rain water outlets, gutters & minor repairs	33				√	√			N/A												
76	Replacement of membranes to roof top plant areas	34						√	2039	35	101,970	3,059	3,212	3,373	3,541	3,718	3,904	4,099	4,304	4,520	4,746	62,675
77	Replacement of membranes under roof ballast	34						√	2039	35	173,040	5,191	5,451	5,723	6,009	6,310	6,625	6,957	7,305	7,670	8,053	106,358
78	Metal balcony soffit linings - excluded						√	√		N/A												
79	Roof safety access certification	35					√			N/A												
80	*Inspect roof*	36			√		√			N/A												
	Sub Total											**8,250**	**8,663**	**9,096**	**9,551**	**10,028**	**10,530**	**11,056**	**11,609**	**12,189**	**12,799**	**169,033**
	Fire Services																					
81	Inspect & tag extinguishers, hydrants & fire hose reels	37				√	√			N/A												
82	Inspect & tag fire doors & frames (apartment doors included)	38			√		√			N/A												
83	System test - Fire & EWIS	39		√			√			N/A												
84	Full function test per AS1851	39					√			N/A												
85	Overhaul/replace FIP	40					√		2032	30	20,600	721	757	795	835	876	920	966	1,015	1,065	1,119	14,772
86	Overhaul/replace EWIS	41					√		2032	30	20,600	721	757	795	835	876	920	966	1,015	1,065	1,119	14,772
87	*Review fire services*	42					√			N/A												
	Sub Total											**1,442**	**1,514**	**1,590**	**1,669**	**1,753**	**1,840**	**1,932**	**2,029**	**2,130**	**2,237**	**29,544**
	Electrical Services																					
88	Fluro batten lights to carpark & stairs	43		√				√	2024	20	44,702	2,347	2,464	2,587	2,717	2,853	2,995	3,145	3,302	3,467	3,641	48,083
89	Downlights to corridor & lift lobby's	43		√				√	2028	10	10,043	1,054	1,107	1,163	1,221	1,282	1,346	1,413	1,484	1,558	1,636	21,604
90	Lighting to Lifts	44		√				√	2024	15	7,725	541	568	596	626	657	690	725	761	799	839	11,079
91	External Lights to Entry Awnings	44		√				√	2029	25	6,644	279	293	308	323	339	356	374	393	412	433	5,717
92	Wall/Brick Lights to Entry Ramp/Retaining/Planter Bed Walls	44		√				√	2029	25	21,321	895	940	987	1,037	1,088	1,143	1,200	1,260	1,323	1,389	18,347
92	Bollard light - relamp existing bollard	44		√				√	2029	25	12,360	519	545	572	601	631	663	696	730	767	805	10,636
93	Street light - relamp (1)	44		√				√	2029	25	1,545	65	68	72	75	79	83	87	91	96	101	1,329
94	Replace emergency lights	45				√		√		N/A												
95	Replace exit lights	45				√		√		N/A												
96	*Review electrical services incl boards*	46					√			N/A												
	Sub Total											**5,701**	**5,986**	**6,285**	**6,599**	**6,929**	**7,276**	**7,639**	**8,021**	**8,422**	**8,843**	**116,794**
	Hydraulic Services																					
97	Hot water unit replacement	47				√		√	2023	1	2,266	2,379	2,498	2,623	2,754	2,892	3,037	3,188	3,348	3,515	3,691	48,747
98	Hot water storage unit	47				√		√	2030	10	8,240	865	908	954	1,002	1,052	1,104	1,159	1,217	1,278	1,342	17,726
99	Circulating pumps	48					√	√	2025	5	4,120	865	908	954	1,002	1,052	1,104	1,159	1,217	1,278	1,342	17,726
100	SW Control panel	48				√		√	2024	20	4,120	216	227	238	250	263	276	290	304	320	336	4,432
101	SW pumps	48				√		√	2024	20	12,360	649	681	715	751	789	828	870	913	959	1,007	13,295
102	Pump to Waste Room	48				√		√	2024	20	8,240	433	454	477	501	526	552	580	609	639	671	8,863
103	Irrigation controller	49			√			√	2024	20	2,060	108	114	119	125	131	138	145	152	160	168	2,216
104	Check operation of apartment thermostatic mixing valves	50					√			N/A												
105	Cold water supply - Test RPZD valve	50					√			N/A												
106	Check grated sumps & clean out debris	50					√			N/A												
107	*Review operation of hydraulic systems*	51				√	√			N/A												
	Sub Total											**5,516**	**5,791**	**6,081**	**6,385**	**6,704**	**7,040**	**7,391**	**7,761**	**8,149**	**8,557**	**113,005**

Wise Choice
Project Services

Maintenance										Sinking Fund Expenditure Accrual - FY Beginning November to October - (2023 means 1/11/22 to 31/10/23)											
		Note No		1	3	6	12	As Req	Yr Replace	Life Expectancy	Replacement Cost (excl GST)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Year 11 to 20 of SF
No	Item		Wk	Mth	Mth	Mth	Mth															
	Access control & security system																					
108	Security card/fob reader head end unit	52				√		√	2024	20	15,450	811	852	894	939	986	1,035	1,087	1,141	1,198	1,258	16,618
109	Security card/fob readers	52		√				√	2029	25	20,600	865	908	954	1,002	1,052	1,104	1,159	1,217	1,278	1,342	17,726
110	Electric strike to egress points	52		√				√	2029	25	9,270	389	409	429	451	473	497	522	548	575	604	7,977
111	Intercom system head end unit	53				√		√	2029	25	10,300	433	454	477	501	526	552	580	609	639	671	8,863
112	Intercom call points at Building Entries	53				√		√	2029	25	61,800	2,596	2,725	2,862	3,005	3,155	3,313	3,478	3,652	3,835	4,027	53,179
113	Apartment Intercom replacement located within each Apartment	53						√	2029	25	133,643	5,613	5,894	6,188	6,498	6,823	7,164	7,522	7,898	8,293	8,708	114,999
114	CCTV System	54		√				√	2029	10	10,300	1,082	1,136	1,192	1,252	1,315	1,380	1,449	1,522	1,598	1,678	22,158
115	CCTV Cameras	54		√				√	2029	10	24,720	2,596	2,725	2,862	3,005	3,155	3,313	3,478	3,652	3,835	4,027	53,179
116	*Review access control system*	55				√				N/A												
	Sub Total											**14,384**	**15,103**	**15,858**	**16,651**	**17,484**	**18,358**	**19,276**	**20,240**	**21,252**	**22,314**	**294,699**
	Sundry Plant																					
117	Car park supply/exhaust fans	56				√	√		2024	20	61,800	3,245	3,407	3,577	3,756	3,944	4,141	4,348	4,565	4,794	5,033	66,474
118	Apartment Air Conditioning Condenser - excluded	57				√	√			N/A												
119	*Review car park exhaust sensors and fans operational*	58			√		√	√		N/A												
	Sub Total											**3,245**	**3,407**	**3,577**	**3,756**	**3,944**	**4,141**	**4,348**	**4,565**	**4,794**	**5,033**	**66,474**
	Miscellaneous Items																					
120	TV Antenna system check	59						√		N/A												
121	OTIS Lift Maintenance	60			√			√		N/A												
122	OTIS Gen 2 Upgrade - Lift #1	60			√			√	2030	25	154,500	6,489	6,813	7,154	7,512	7,887	8,282	8,696	9,131	9,587	10,067	132,947
123	OTIS Gen 2 Upgrade - Lift #2	60			√			√	2031	25	154,500	6,489	6,813	7,154	7,512	7,887	8,282	8,696	9,131	9,587	10,067	132,947
124	OTIS Gen 2 Upgrade - Lift #3	60			√			√	2032	25	154,500	6,489	6,813	7,154	7,512	7,887	8,282	8,696	9,131	9,587	10,067	132,947
125	OTIS Gen 2 Upgrade - Lift #4	60			√			√	2033	25	154,500	6,489	6,813	7,154	7,512	7,887	8,282	8,696	9,131	9,587	10,067	132,947
126	OTIS Gen 2 Upgrade - Lift #5	60			√			√	2033	25	154,500	6,489	6,813	7,154	7,512	7,887	8,282	8,696	9,131	9,587	10,067	132,947
127	Outdoor seating	61						√	2034	30	12,360	433	454	477	501	526	552	580	609	639	671	8,863
128	Washdown of solar panel					√		√		N/A												
129	Solar PV Inverter Check	61						√	2024	5	700	147	154	162	170	179	188	197	207	217	228	3,013
130	Replacement of shade sail to internal landscaped Common Area	62						√	2023	20	20,600	1,082	1,136	1,192	1,252	1,315	1,380	1,449	1,522	1,598	1,678	22,158
131	Excluded - Letterboxes							√		N/A												
132	Excluded - Any works to the Commercial Units	63						√		N/A												
	Sub Total											**34,106**	**35,811**	**37,602**	**39,482**	**41,456**	**43,529**	**45,706**	**47,991**	**50,390**	**52,910**	**698,770**
133	**Contingency**	64					√	√	2023	1	10% of accrual	34,644	36,217	34,684	36,418	41,424	43,336	45,343	47,451	49,665	48,804	676,997
	Sub Total											**34,644**	**36,217**	**34,684**	**36,418**	**41,424**	**43,336**	**45,343**	**47,451**	**49,665**	**48,804**	**676,997**
Total												**381,087**	**398,389**	**381,522**	**400,598**	**455,663**	**476,695**	**498,778**	**521,965**	**546,311**	**536,840**	**7,446,962**

Colour Key	
Year for anticipated expenditure	
Item covered by maintenance budget	

Note	Comment
1	The external façade of the building will need to be soft washed to remove accumulated grime, bird droppings etc that will gradually stain the external walls of the buildings. This washing is also necessary to maintain the painted elements in the best condition possible. This item allows for the washing and minor paint touch ups to the façade, which will also need to be done prior to the repainting of the painted building elements. For cleaning/repainting and or minor repairs 'rope access' is likely to be more economical that boom lifts and or fixed scaffolding. Hence use of the existing roof anchor points on the roof is recommended. These anchors will need to be checked annually as a part of the roof safety system.
2	Inspection of cleaning for quality and improvement - should be conducted with cleaner & manager and a formal report issued to the cleaning company for action as appropriate
3	Ongoing 3 monthly testing of the irrigation system is recommended and with minor repairs included as maintenance cost, not sinking fund, as failures tend to be random. Replacement of the controller is at item 95. The garden areas for this complex however appear to be well established but, notwithstanding, this is for a review of the irrigation system which is likely to be required within the next 5 to 10 years.
4	This item is for replacement plantings but is deemed to be included in the maintenance fund and is required to address the ad-hoc replacement of any established plants, that die or need replacement/enhancement. A rolling schedule of replacement of aged plants every 5 to 10 years is recommended to be included in the sinking fund plan but no allowance has been included.
5	Failure of the waterproofing membranes to garden beds will potentially lead to water ingress into the Basement, possibly causing a deterioration of the structural reinforcement in the slab and or impact upon the amenity of the complex and car parking spaces below. These membranes should last 30 to 40 years however, they can become damaged through plant maintenance, and it would be prudent to allow monies each year in maintenance for dig out and repair work. Their full replacement will require removal and replacement of the garden beds, grassed area and irrigation systems, etc to allow renewal.
6	No provision has been included for repairs to retaining walls, paving, and or repair/replacement of verge concrete paths. Most decisions regarding these items will be a decorating rather than maintenance related expenditure.
7	Landscaping inspections should be conducted to assess that the level of maintenance is meeting the scoped requirements and to identify plant replacement, irrigation performance & operation, trip/water run off hazards and any additional items requiring attention.
8	Suggest that any tile replacement be done as a redecorating decision when it is decided to refresh. Life expectancy of 40 years will vary in heavily trafficked areas.
9	This is to rake out the old grout and replace with new - only required if the old breaks down or gets stained - 20 years is usually the maximum life expectancy, however existing grout is assessed as reasonable for a further 5 years.
10	Replacement of floor finishes to lift car can be done as a redecorating decision tied to lift interior updates, when it is decided to refresh.

Note	Comment
11	Carpet replacement to corridors can be done as a redecorating decision, when it is decided to refresh. 15 years is a reasonable life expectancy for carpet to these areas. The carpet in this complex appears in good condition and the life expectancy has been adjusted to 20 years for this plan.
12	Tiling & paving to external common areas are likely to eventually lift and become drummy and then lead to a failure of the waterproofing membrane under the tiles due to thermal movement. Failure of the waterproofing membrane under the tiling will potentially lead to water ingress into the Basement possibly causing a deterioration of the structural reinforcement in the slab and or impact upon the amenity of the complex and car parking spaces below. Note a seperate allowance to redo the tiling between Blocks E & F in 2023 has been included been included as directed by the OC.
13	Tiling to Apartment courtyards & balconies are likely to eventually lift and become drummy over time due to thermal movement leading to a failure of the waterproofing membrane under the tiles. Repairs were noted as being underway to a unit off Printers Way during our inspection of the complex. Failure of the waterproofing membrane under the tiling will then potentially lead to water ingress into the units below or Basement possibly causing a deterioration of the structural reinforcement in the slab and or impact upon the amenity of the complex and individual units. The Sinking Fund Plan makes provision for two Balcony's annually to be repaired.
14	Replacement of wall tiling to the building entry points is unlikely to need replacement within 45-50 years unless it's a part of a redecorating decision.
15	The need to replace entry mats will be dependent on use and the effectiveness of the cleaning to the building entry points. As they are a low cost item, it is assumed that when replaced, they will be funded from the maintenance fund.
16	Concrete paving is only likely to require random repairs over time and are suggested to be funded from the maintenance budget.
17	Inspections of floor finishes throughout the facility should be carried out to ascertain damage, stretched carpet needing re stretching, the condition of the grout to the tiles and the condition of lift car floor finishes.
18	Repainting of the concrete elements, fascia, balcony soffit and eaves linings can be expected to be necessary every 10-15 years subject to the weather conditions and or water damage due water leaks to balconies above and roof/facade leaks. It is also noted that some parts of the building will be difficult to access and that either fixed scaffolding, boom lifts and or additional abseiling harness points will be required to ensure access to all painted surfaces can be maintained. Regular cleaning of the painted surfaces will ensure the life expectancy of the paint system is maximised. We note that Bessilink Master Painters (BMP) currently have a maintenance agreement in place for the building. We have contacted BMP regarding their current agreement to assess future costs, however no response has been received as yet.

Note	Comment
19	Concrete sealers deteriorate over time subject to wear. The application of a sealer to these areas will ensure the areas remain easy to maintain and keep clean. For a good epoxy sealer, a life expectancy period of 10 years is possible subject to wear and tear and maintenance of the surface. The existing sealer is in poor condition and in need of replacement in the near future.
20	No allowance for any repairs to cement render facade and or soffits have been included. The monitoring of these facade and soffit areas for spalling render and or leaching through the render will ensure these issues can be promptly rectified minimising the potential for long term damage to the structure of the complex.
21	We understand the OC are seeking ACT Government assistance for the replacement of the existing ACP non-compliant cladding. No allowance has been included in the Sinking Fund Plan for these works.
22	Painting inspections should be to set maintenance requirements for the following year based on observed wear and tear particularly in high use areas, plus to identify any area needing additional attention or to establish if water leaks have occurred.
23	More frequent painting of the common area walls is noted over the repainting of the common area ceilings, however, it is not efficient to paint walls and ceilings at different times, therefore they are scheduled to be done in the same year.
24	Doors should be repainted at the same time as the corridor walls - apartment access will be an issue, as the doors have to be open to paint.
25	Doors should be repainted at the same time as the other areas of the building to ensure these doors are maintained in good order as they protect access to equipment/ electrical boards that are required to be secured and or accessible if required during emergencies.
26	Repainting of the line marking/park space numbers/chevron areas/bollards will be subject to use and the schedule cleaning of these areas. Repainting of the these areas needs to be considered to ensure cars are parked in correct locations and that vehicles and pedestrians can establish their designated path of travel/egress.
27	Replacement of bollards, wheel stops, signage, and height limiting bars is only considered to be required due to damage by the buildings occupants and hence replacement of these items should be considered a cost included in the annual maintenance budget for sundry repairs.
28	Painting inspections should be to set maintenance requirements for the following year based on observed wear and tear particularly in lobby and high use areas, plus to identify any area needing additional attention or to establish if water leaks have occurred.
29	Allowance included for replacement of door hardware to service cupboards, fire stairs and the like which are required to be maintained in good working order to ensure they are secured and or accessible if required during emergencies.
30	Repairs to the entry doors of each apartment is considered an maintenance issue and not part of the Sinking Fund Plan.
31	Separate allowance included for the replacement of the motor to the main entry gate is included, but no allowance for replacement of the gate itself and the gate is only likely to require replacement due to damage caused by a motor vehicle and or vandalism. The replacement of non motorised gates will be subject to the amount of use, but again probably only require replacement if damaged

Note	Comment
32	Simple operational check - make sure they close & latch properly and remain compliant, and that entry gates are operating correctly. Electric door entry strikes are part of security maintenance.
33	Bi annual maintenance checks to be carried out and minor repairs to flashings, gutters, downpipes etc. Roof repairs should be considered a cost included in the annual maintenance budget for sundry repairs as the metal flashings are only likely to deteriorate to a stage of requiring replacement if not maintained. The sinking fund plan does not include an allowance for the replacement of the roof, as the Canberra environment is favourable to a long life expectancy for metal roofs and should last the life of the building. It is also noted that recent roof replacement works have taken place following hail damage in January 2020.
34	Failure of the waterproofing membranes to these roof areas will potentially lead to water ingress and cause deterioration to the structural reinforcement in the slab and or impact upon the amenity of the complex. These membranes should last 30 to 40 years however their full replacement will require removal of the rock ballast and the need to work around apartment air-conditioning condensers on the roof.
35	The roof safety system should last the life of the building and not ever need replacement. Annual certification of the roof safety system is required and this is deemed to be included in the maintenance budget. Maintenance to include servicing of roof access hatches and any associated ladder access
36	Proactive and regular annual inspections/monitoring/reporting of roof leaks & cleaning of gutters should minimise water damage to the complex due to any roof/façade/window failures.
37	Fire services are subject to a maintenance contract - all routine replacements such as extinguishers or repairs to hose reels should be covered under maintenance per AS 1851. Testing of the fire system panel and EWIS system should also be part of this contract.
38	Fire door inspection is covered by AS 1851 - 3, 6 and 12 monthly inspections of doors are required - however for the residential apartment entry doors, the 3 and 6 monthly inspections are not required.
39	The annual fire system review will be carried out by the fire service subcontractor, in association with the mechanical and access equipment maintenance contractors with whom the fire panel interfaces. AS1851 spells out the requirements for a full function test. Upon receipt of the report, the OC needs to action the recommendations and instigate repairs required. It may be worthwhile engaging a specialist consultant for advice on any significant issues. The testing also includes the operation of the emergency lighting system. Fire equipment maintenance should be on a comprehensive contract basis and include testing and servicing of all equipment.
40	This is to replace the main fire indicator panel (FIP) & associated intelligence at the end of its serviceable life. Servicing of this panel should be covered in the maintenance contract for fire services equipment.
41	This is to replace the EWIS head end equipment. Servicing of this panel should be covered in the maintenance contract for fire services equipment.

Note	Comment
42	This is an item ensure that all fire service items have been checked, including extinguishers, hydrants, hose reels for current tags, and inspection of fire doors, smoke detectors and the like has been conducted, and emergency lighting tests have been conducted. The Fire Service provider will provide a report from the system checked carried out and issue a list of recommendations to be actioned. This walk-through review should be conducted annually, timed to coincide with the full function fire test.
43	Car park and stairwell fittings are currently fluorescent tubes, but can be upgraded to LED's. LED globes have a life expectancy of around 50,000 hours, which equates to around 6-years' service. It is noted the existing corridor lighting has been recently upgraded with motion sensors fitted. Globe/tube replacement to be funded from Maintenance Budget. We were advised the basement lights are yet to be replaced with LED lights which we recommend be undertaken. Note the ACT Government maybe stilll offering assistance in regards to swapping over fluroscent lights for LED lights. The operation of these light fittings is required to ensure the buildings egress paths remain well lit.
44	The light fittings fixed to soffits, external walls, retaining walls, etc could be considered as egress lighting and will be need to be maintained to ensure the buildings car park entries, egress paths and the like remain well lit as designed.
45	Emergency light fittings must be tested every 6 months. This test should be covered by a maintenance contract - generally best done with the fire system related inspections. Generally, approximately 10% of emergency fittings will fail each year, and this should also be allowed for in the maintenance budget.
46	The review of electrical services should include for the infra-red imaging check of Main and Distribution electrical boards - this will highlight potential problems before they become a potentially bigger problem. The cost should be less than $10,000 to do all boards, so it should be funded from maintenance - every 5 years
47	It is noted the hot water system has recently been upgraded and hence minimal expenditure is anticipated in the near future. However, instantaneous hot water heaters have a relatively short life expectancy and as configured are designed to operate as demand requires. Total failure of all hot water heaters at the same time it is unlikely, however after 5 years use replacement of the hot water heaters can be expected. A maintenance contract should be put in place to ensure regular inspections and maintenance are carried out to maximise the life expectancy of the hot water heaters and associated plant is maximised. The storage units will have a longer life expendancy and the sinking fund plan accommodates the likely longer life span of these storage units. The Sinking Fund Plan allows for one instantaneous HWU to be replaced each year noting that not all hot water units will require replacement at once.
48	Some of the pumps will run 24/7 and have a short life expectancy. The life of all pumps could be extended via a maintenance contract with regular inspections and maintenance to ensure the pumps are operating efficiently and are free from blockages.
49	Irrigation repairs to ensure the system remains effective are considered an annual maintenance costs. However replacement of the control panel can be expected to be required, which is what this item covers.

Note	Comment
50	Thermostatic mixing valves need to be checked annually and the filters cleaned. For individual units, this is an owner responsibility. RPZD valves need to be checked annually and the filters cleaned. Cleaning and checking of grates/drains are to be part of the Building Managers maintenance plan for the buildings.
51	Regular inspections and maintenance are essential to the complex are recommended to ensure the plumbing installation for the building is cost effective to maintain.
52	This item covers the security hardware. As the electric strikes have a long life expectancy, it is more likely that failure will occur randomly, and be better covered by either a comprehensive maintenance contract, or be replaced on a failure basis from the maintenance budget. The amount allowed reflects a full replacement cost of the items described.
53	Continuity of a comprehensive maintenance contract is recommended for the intercom system to ensure the life of the system is maximised. The amount allowed reflects a full replacement cost. This allowance assumes the existing backbone cabling remains suitable for any and all future upgrades.
54	Replacement of any CCTV camera itself is only likely to be required due to a random failure or vandalism and better covered by either a comprehensive maintenance contract, or be replaced on a failure basis from the maintenance budget. The amount allowed reflects a full replacement cost of the surveillance system.
55	Operational check - make sure everything is working as required & no blind spots exist in camera coverage.
56	The car park exhaust fans operate subject to the number of car movements and hence potentially only operates during peak times of the day. As a result, these fans are difficult to assess in terms of their life expectancy. This item allows for replacement of the fan motors.
57	Replacement of the air conditioning condensers that service the units is considered the responsibility of individual owners. Replacement of these condensing units will subject to usage, but regular inspection of these condensing units is required to ensure the area is kept clear of debris and hence the operation of the condensers is not compromised. A preventative service agreement is recommended to minimise cost and prolong the life expectancy of this equipment.
58	Simple operational check - make sure all fans are working, and that the car park exhaust is operational.
59	The TV antennae system is not a big cost, repairs would be ad-hoc & on an as required basis, therefore covered by the maintenance budget.
60	Advice has been sought from OTIS Lifts and their advice has been included in this Sinking Fund Plan - note the advice from OTIS differs from what the OC advised. The current lifts are nearing 20yrs old and with many of existing controls components no longer being supported by OTIS. A 'Gen 2' upgrade is recommended to be considered for the buildings lifts and for this to be staged over a number of years to assist with funding the works but also note each lift will off line for around 6 weeks whilst the upgrades are conducted.
61	Replacement of these items will subject to use and damage. Life expectancy's are therefore difficult to forecast and the replacement of these items may be better considered from the annual maintenance budget.

Note	Comment
62	OC has advised to include in the Sinking Fund Plan for the replacement of the shade sail to the internal landscaping courtyard area.
63	No allowance has been included to the Commercial Units except for those areas considered part of the Common Areas.
64	A contingency allowance has been included to cover extraordinary items requiring replacement and or repair that are not able to be included in the annual maintenance budget. Amount is as advised by the OC. Contingency has been set to 10% of the annual accrual amount as directed by the OC.
65	This item covers works already committed in the prior year but not fully expended at the time of formulating this new plan. This amount is as advised by the EC

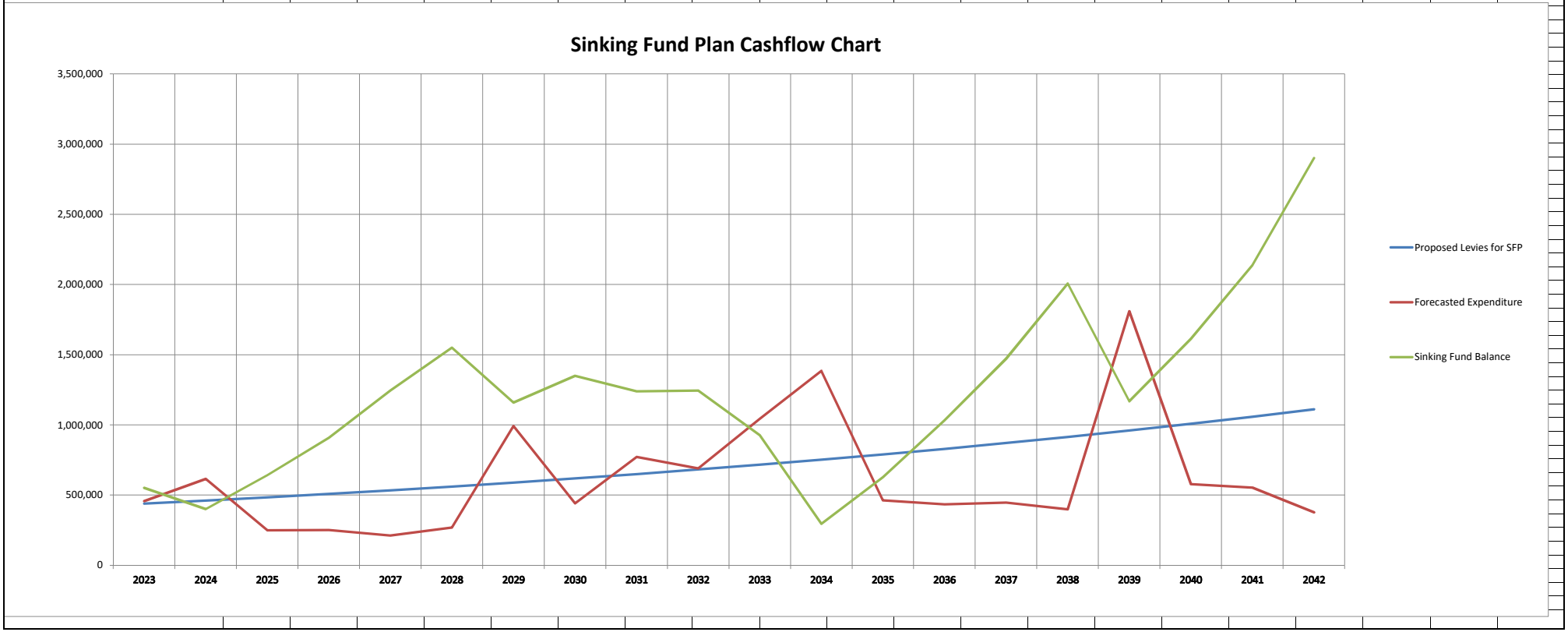
Sinking Fund Expenditure

		Note	Yr Replacement Required	Life Expectancy	Replacement Cost (All figures excl GST)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Year 11 to 20 of SF
	Cleaning															
11	Soft wash clean and minor paint touch ups to external façade	1	2031	5	77,250.00	-	-	-	-	-	-	-	-	119,840	-	348,157
	Sub Total					**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**119,840**	**-**	**348,157**
	Landscaping															
23	Replace membranes to external planter beds over the Basement slab	5	2034	30	606,412.50	-	-	-	-	-	-	-	-	-	-	1,089,030
	Sub Total					**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,089,030**
	Floor & Wall Finishes															
26	Floor tiling to Ground Floor Lobby areas	8	2054	50	106,708.00	-	-	-	-	-	-	-	-	-	-	-
27	Regrout floor tiling to Lobby areas	9	2029	25	13,338.50	-	-	-	-	-	-	18,769	-	-	-	-
28	Replace lift car floor finishes - carpet	10	2024	15	12,875.00	-	14,195	-	-	-	-	-	-	-	-	29,510
29	Carpet to Corridor/Lobby's	11	2024	20	220,337.60	-	242,922	-	-	-	-	-	-	-	-	-
30	Tiling to external common areas	12	2044	40	285,825.00	-	-	-	-	-	-	-	-	-	-	-
31	Tiling to external common areas - Between Bldgs E & F only	12	2023	40	51,500.00	54,075	-	-	-	-	-	-	-	-	-	-
32	Tiling to Apartment Courtyards & Balconies	13	2023	1	75,967.65	79,766	83,754	87,942	92,339	96,956	101,804	106,894	112,239	117,851	123,743	1,634,251
33	External wall tiling	14	2054	50	29,355.00	-	-	-	-	-	-	-	-	-	-	-
	Sub Total					**133,841**	**340,871**	**87,942**	**92,339**	**96,956**	**101,804**	**125,663**	**112,239**	**117,851**	**123,743**	**1,663,761**
	External Painting															
37	External painting to concrete/masonry facade walls & soffits - Yr 1	18	2025	7	120,180.00	-	-	120,180	-	-	-	-	-	-	195,761	275,455
38	External painting to concrete/masonry facade walls & soffits - Yr 2	18	2026	7	120,180.00	-	-	-	120,180	-	-	-	-	-	-	494,776
39	Annual maintenance to external walls & soffits up to 3m - (Yr 3 to Yr 7	18	2023	1	31,850.00	31,750	31,850	Included in Y1 & Yr2		31,850	31,850	31,850	31,850	31,850	luded in Y1 &	481,046
40	External painting to steelwork - Block A	18	2039	15	99,460.00	-	-	-	-	-	-	-	-	-	-	227,964
41	External painting to steelwork - Block B	18	2035	15	99,460.00	-	-	-	-	-	-	-	-	-	-	187,547
42	External painting to steelwork - Block C	18	2033	15	72,880.00	-	-	-	-	-	-	-	-	-	-	124,650
43	External painting to steelwork - Block D	18	2028	15	57,240.00	-	-	-	-	-	76,707	-	-	-	-	-
44	External painting to steelwork - Block E & F	18	2031	15	135,600.00	-	-	-	-	-	-	-	-	210,360	-	-
45	External painting to steelwork - Block G	18	2029	15	53,200.00	-	-	-	-	-	-	74,858	-	-	-	-
46	External painting to steelwork - Block H	18	2037	15	72,880.00	84,000	-	-	-	-	-	-	-	-	-	151,512
47	Paving paint to driveway ramps and garbage enclosure area	19	2024	20	28,119.00	-	31,001	-	-	-	-	-	-	-	-	-
	Sub Total					**115,750**	**62,851**	**120,180**	**120,180**	**31,850**	**108,557**	**106,708**	**31,850**	**242,210**	**195,761**	**1,942,950**
	Internal Painting															
51	Internal painting to corridor walls	23	2029	10	51,726.60	-	-	-	-	-	-	72,785	-	-	-	118,558
52	Internal painting to corridor ceilings	23	2029	10	14,996.80	-	-	-	-	-	-	21,102	-	-	-	34,373
53	Paint to apartment entry doors	24	2029	10	35,638.00	-	-	-	-	-	-	50,146	-	-	-	81,683
54	Paint to service doors - single door	25	2029	10	28,634.00	-	-	-	-	-	-	40,291	-	-	-	65,630
55	Basement car park Line marking	26	2027	25	21,877.20	-	-	-	-	27,921	-	-	-	-	-	-
56	Directional arrows on concrete slab	26	2027	25	1,133.00	-	-	-	-	1,446	-	-	-	-	-	-
57	Dsiabled parking bay symbol	26	2027	25	772.50	-	-	-	-	986	-	-	-	-	-	-
58	Parking bay numbering	26	2027	25	6,653.80	-	-	-	-	8,492	-	-	-	-	-	-
	Sub Total					**-**	**-**	**-**	**-**	**38,846**	**-**	**184,324**	**-**	**-**	**-**	**300,244**
	Door Hardware															
63	Service doors to utility cupboards and the like - single	29	2044	40	57,268.00	-	-	-	-	-	-	-	-	-	-	-
64	Service glazed entry lobby doors to building entry points	29	2029	25	61,800.00	-	-	-	-	-	-	86,959	-	-	-	-
66	Replace Waste Room roller shutter	31	2034	30	6,180.00	-	-	-	-	-	-	-	-	-	-	11,098
67	Replace Motorised Waste Room roller shutter	31	2034	30	4,120.00	-	-	-	-	-	-	-	-	-	-	7,399
68	Motor replacement only to car park entry gate/shutters	31	2038	20	30,900.00	-	-	-	-	-	-	-	-	-	-	67,451
	Sub Total					**-**	**-**	**-**	**-**	**-**	**-**	**86,959**	**-**	**-**	**-**	**85,948**
	Roof															
76	Replacement of membranes to roof top plant areas	34	2039	35	101,970.00	-	-	-	-	-	-	-	-	-	-	233,717
77	Replacement of membranes under roof ballast	34	2039	35	173,040.00	-	-	-	-	-	-	-	-	-	-	396,611
	Sub Total					**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**630,328**
	Fire Services															
85	Overhaul/replace FIP	40	2032	30	20,600.00	-	-	-	-	-	-	-	-	-	33,555	-
86	Overhaul/replace EWIS	41	2032	30	20,600.00	-	-	-	-	-	-	-	-	-	33,555	-
	Sub Total					**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**67,110**	**-**
	Electrical Services															

Sinking Fund Expenditure

		Note	Yr Replacement Required	Life Expectancy	Replacement Cost (All figures excl GST)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Year 11 to 20 of SF
88	Fluro batten lights to carpark & stairs	43	2024	20	44,702.00	-	49,284	-	-	-	-	-	-	-	-	-
89	Downlights to corridor & lift lobby's	43	2028	10	10,042.50	-	-	-	-	-	13,458	-	-	-	-	21,922
90	Lighting to Lifts	44	2024	15	7,725.00	-	8,517	-	-	-	-	-	-	-	-	17,706
91	External Lights to Entry Awnings	44	2029	25	6,643.50	-	-	-	-	-	-	9,348	-	-	-	-
92	Wall/Brick Lights to Entry Ramp/Retaining/Planter Bed Walls	44	2029	25	21,321.00	-	-	-	-	-	-	30,001	-	-	-	-
92	Bollard light - relamp existing bollard	44	2029	25	12,360.00	-	-	-	-	-	-	17,392	-	-	-	-
93	Street light - relamp (1)	44	2029	25	1,545.00	-	-	-	-	-	-	2,174	-	-	-	-
	Sub Total					**-**	**57,801**	**-**	**-**	**-**	**13,458**	**58,915**	**-**	**-**	**-**	**39,627**
	Hydraulic Services															
97	Hot water unit replacement	47	2023	1	2,266.00	2,379	2,498	2,623	2,754	2,892	3,037	3,188	3,348	3,515	3,691	48,747
98	Hot water storage unit	47	2030	10	8,240.00	-	-	-	-	-	-	-	12,174	-	-	19,831
99	Circulating pumps	48	2025	5	4,120.00	-	-	4,769	-	-	-	-	6,087	-	-	17,684
100	SW Control panel	48	2024	20	4,120.00	-	4,542	-	-	-	-	-	-	-	-	-
101	SW pumps	48	2024	20	12,360.00	-	13,627	-	-	-	-	-	-	-	-	-
102	Pump to Waste Room	48	2024	20	8,240.00	-	9,085	-	-	-	-	-	-	-	-	-
103	Irrigation controller	49	2024	20	2,060.00	-	2,271	-	-	-	-	-	-	-	-	-
	Sub Total					**2,379**	**32,023**	**7,393**	**2,754**	**2,892**	**3,037**	**3,188**	**21,609**	**3,515**	**3,691**	**86,262**
	Access control & security system															
108	Security card/fob reader head end unit	52	2024	20	15,450.00	-	17,034	-	-	-	-	-	-	-	-	-
109	Security card/fob readers	52	2029	25	20,600.00	-	-	-	-	-	-	28,986	-	-	-	-
110	Electric strike to egress points	52	2029	25	9,270.00	-	-	-	-	-	-	13,044	-	-	-	-
111	Intercom system head end unit	53	2029	25	10,300.00	-	-	-	-	-	-	14,493	-	-	-	-
112	Intercom call points at Building Entries	53	2029	25	61,800.00	-	-	-	-	-	-	86,959	-	-	-	-
113	Apartment Intercom replacement located within each Apartment	53	2029	25	133,642.50	-	-	-	-	-	-	188,048	-	-	-	-
114	CCTV System	54	2029	10	10,300.00	-	-	-	-	-	-	14,493	-	-	-	23,608
115	CCTV Cameras	54	2029	10	24,720.00	-	-	-	-	-	-	34,784	-	-	-	56,659
	Sub Total					**-**	**17,034**	**-**	**-**	**-**	**-**	**380,807**	**-**	**-**	**-**	**80,266**
	Sundry Plant															
117	Car park supply/exhaust fans	56	2024	20	61,800.00	-	68,135	-	-	-	-	-	-	-	-	-
	Sub Total					**-**	**68,135**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	Miscellaneous Items															
122	OTIS Gen 2 Upgrade - Lift #1	60	2030	25	154,500.00	-	-	-	-	-	-	-	228,267	-	-	-
123	OTIS Gen 2 Upgrade - Lift #2	60	2031	25	154,500.00	-	-	-	-	-	-	-	-	239,680	-	-
124	OTIS Gen 2 Upgrade - Lift #3	60	2032	25	154,500.00	-	-	-	-	-	-	-	-	-	251,664	-
125	OTIS Gen 2 Upgrade - Lift #4	60	2033	25	154,500.00	-	-	-	-	-	-	-	-	-	-	264,247
126	OTIS Gen 2 Upgrade - Lift #5	60	2033	25	154,500.00	-	-	-	-	-	-	-	-	-	-	264,247
127	Outdoor seating	61	2034	30	12,360.00	-	-	-	-	-	-	-	-	-	-	22,197
129	Solar PV Inverter Check	61	2024	5	700.40	-	772	-	-	-	-	986	-	-	-	2,863
130	Replacement of shade sail to internal landscaped Common Area	62	2023	20	20,600.00	21,630	-	-	-	-	-	-	-	-	-	-
	Sub Total					**21,630**	**772**	**-**	**-**	**-**	**-**	**986**	**228,267**	**239,680**	**251,664**	**553,555**
133	Contingency	64	2023	1		34,745	36,217	34,684	36,418	41,424	43,336	45,343	47,451	49,665	48,804	676,997
	Sub Total					**34,745**	**36,217**	**34,684**	**36,418**	**41,424**	**43,336**	**45,343**	**47,451**	**49,665**	**48,804**	**676,997**
134	Transferred work in progress	65				149,400										
Total						**457,745**	**615,704**	**250,198**	**251,692**	**211,968**	**270,191**	**992,892**	**441,416**	**772,761**	**690,773**	**7,497,124**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Current opening balance	563,445	551,157	401,427	642,692	909,359	1,244,536	1,551,268	1,159,498	1,350,578	1,240,176	1,244,307	926,451	295,585	628,542	1,033,981	1,472,609	2,007,449	1,168,420	1,613,526	2,139,094
Forecast expenditure for FY	457,745	615,704	250,198	251,692	211,968	270,191	992,892	441,416	772,761	690,773	1,043,743	1,386,341	463,443	434,484	447,123	399,764	1,811,063	579,357	554,524	377,283
Forecast levies for FY	381,087	398,389	381,522	400,598	455,663	476,695	498,778	521,965	546,311	536,840	563,682	634,318	666,034	699,336	734,303	771,018	755,388	793,157	892,549	937,177
Proposed Levies for SFP	440,000	462,000	485,100	509,355	534,823	561,564	589,642	619,124	650,080	682,584	716,714	752,549	790,177	829,686	871,170	914,728	960,465	1,008,488	1,058,912	1,111,858
Interest Earned on Balance of SF - 1%	5,457	3,975	6,363	9,004	12,322	15,359	11,480	13,372	12,279	12,320	9,173	2,927	6,223	10,237	14,580	19,876	11,569	15,976	21,179	28,737
Forecast balance at end of year $	551,157	401,427	642,692	909,359	1,244,536	1,551,268	1,159,498	1,350,578	1,240,176	1,244,307	926,451	295,585	628,542	1,033,981	1,472,609	2,007,449	1,168,420	1,613,526	2,139,094	2,902,406



Viridian

THE OWNERS – UNITS PLAN 2839

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 2 March 2023 at 3:30PM In-Person and via Zoom

1. Attendance

PRESENT:
EXECUTIVE COMMITTEE (EC) In-Person: Helen Donaldson, Andy Gough, Warren Curry and Kevin Wilson. Via Zoom: Anselm Waterfield, and Nicola Champion.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Mark Terracini, Ysabella Gills (Strata Manager), Nick McCauley (Building Manager) and Mathew Wayling (Senior Building Manager).

2. Minutes from the previous meeting

2.1 The Committee **confirmed** the minutes from the previous meeting held on the 19th of January 2023.

2.2 The Committee **noted** the report provided by Grady Strata and Facilities on actions arising from the last meeting due on 27 Feb 2023.

The Committee **noted** that Unit 115's Rule Breach was not on the circulated list but is unresolved. **Action:** Grady Strata and Facilities to place Unit 115 on the Rule Breach list and write to owner in the same terms as others.

The Committee **noted** that the Building Manager Nick is sourcing lockable covers for the PowerPoints in the garage of the Viridian.

2.3 The Committee **agreed** that Smata can now be used for all invoices, job tracking and approvals.

The Committee **discussed** the possibility for using the same approval process that is on Smata for invoices, but for quotes. **Action:** Grady Strata and Facilities to investigate this.

The Committee **noted** that the February 2023 Newsletter was difficult to locate on the Smata Portal. **Action:** Grady Strata and Facilities to investigate this.

3. Financial Reports (Treasurer)

3.1 The Committee **agreed** to reinvest the sum of $130,000 from the previous term deposit for Viridian for 9 months and **noted** the rate is 4.25% at Judo Bank.

3.2 The Committee **discussed** the item of levy payments in 2024 and **agreed** to take this item to an informal meeting offline at a later date with the Treasurer to make arrangements.

4. Cladding Project

4.1 The Committee **noted** that a list of 3-4 Project Managers from the ACT Government List will need to be chosen by the Committee and provided to Grady Strata. **Action:** Grady Strata to circulate ACT Government List and EC to advise preferences by COB Monday 6th of March. Grady Strata to advise which Project Managers they have used before.

4.2 The Committee **agreed** to create a sub-committee for the emergency evacuation training & related measures once the evacuation diagrams have been received from FERST.

5. Insurance

5.1 The Committee **agreed** for Grady Strata and Facilities to follow up with insurance assessor Richard Cordell in regards to the open insurance claim. The Committee **discussed** their frustration at the continuing delays in finalising repairs from the 2021 storm and closing this claim, noting the insurer's failure to implement the agreement reached in September 2022. **Action:** Grady Strata to follow up with Richard Cordell and BAC to get an up-to-date report on progress with the outcomes that were agreed at the Meeting on 15 September 2022.

5.2 The Committee **discussed** the quote for the parapet repairs that were approved by the previous Executive Committee in July 2022. As work did not commence last year due to the contractor's scheduling in a period of high demand in Canberra, Grady Strata approached AM&DM Roofing and requested an updated quote to present to the Committee for their consideration.

The Committee **agreed** to test the market & approach alternate contractors for a second quote on the parapet repairs. The specifications are to be provided by previous Committee member Michael Gardiner.

Noting the insurance payment for this purpose in 2022, and that the current quote expires 3 April, the Committee **agreed** that if a second quote does not proceed within a 2-week period, then the new AM&DM Roofing quote will be approved for $163,670.00. **Action:** Grady Strata and Facilities to attempt to obtain alternate quotations for the parapet repairs once specifications are provided by the Committee via Michael Gardiner.

6. Strata Manager

6.1 The Committee **agreed** for the items under the Strata Manager heading to be taken offline for further discussions at an informal meeting.

7. Building Manager

7.1 The Committee **noted** the Building Manager's Report was placed on the Smata Portal for viewing.

8. Out of Session Approvals

8.2 The Committee **discussed** the approval process for Applications. The Committee **agreed** for the Strata Manager Ms Ysabella Gills to vet applications before sending them to the Committee in a two-step process: firstly, to acknowledge receipt, & then, either to advise that the application is under consideration by the EC, or return it for completion, eg for attachments required by the Rules. **Action:** Grady Strata and Facilities is to investigate introducing tools on Smata to assist owners.

8.2.2 The Committee **discussed** a holistic approach to addressing the outstanding maintenance items at Viridian. There was discussion about broadening the scope of the inspection from the process quoted. **Action:** Grady Strata and Facilities to clarify the scope of inspection with Peak Consulting and Scope Project Group.

The Committee **agreed** to take the discussion in regards to budgeting this item offline to an informal meeting.

9. General Business

9.1 The Committee **discussed** the item of Electric Vehicle Charging at the Viridian Complex. There was discussion about broadening the view to electric transport as residents have electric scooters and other vehicles that require charging. There was discussion concerning capacity and the need identified by two studies for this to be checked by EVO Energy.

The Committee **discussed** developing medium and long-term options for EV Charging at the complex. There was discussion about trickle charging options as well as 11kw charging that does not dip into common property power. The cost of the options would be paid by individual owners.

The Committee **agreed** to develop an EC proposal for EV Charging for the 2024 Annual General Meeting, including charging other items using lithium batteries that are not otherwise regulated.

The Committee **agreed** to create a sub-committee to develop on EC proposal for Electric Vehicle Charging that includes Mr Warren Curry, Mr Anselm Waterfield and Mr Kevin Wilson. The Committee **discussed** approaching other owners to join this sub-committee.

The Committee **agreed** for Ms Helen Donaldson and Mr Warren Curry to investigate the discrepancy between the 2018 and 2022 reports on EV Charging that were presented to previous Committees and noted by the 2022 AGM. It was **agreed** that they should develop guidance for the EC's approval of applications for EV charging based on the 2018 approval, also arising from the 2022 AGM.

The Committee **discussed** creating a survey in the newsletter to gauge interest in the purchase of Electric Transport and **agreed** to postpone this to a later date.

The Committee **agreed** to take this discussion offline to an informal meeting.

The Committee thanked Mr Warren Curry for his contribution to the discussion and for providing preliminary information for the Committee before the meeting.

9.2 The Committee **agreed** that they are not looking to install insulation at the Viridian complex in the near future.

9.3 The Committee **agreed** for Mr Gough and Mr Waterfield to take the discussion of the Viridian Website Content Management offline to an informal meeting.

10. Next Meetings

10.1 The Committee **noted** that the next Executive Committee meeting is to be held on Thursday the 13th of April at 3:30pm.

Meeting Closed: 5:01PM

11. Out of Session

11.1 Ms Nicola Champion has resigned from the Committee. The Committee would like to express their appreciation to Nicola for her contributions to the Committee and the Viridian complex.

11.2 The Committee **agreed** that the next Executive Committee meeting is to be held on Thursday the 13th of April at 3:00pm, and **noted** the change of time.

Viridian

THE OWNERS – UNITS PLAN 2839

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on Thursday 19 January 2023 at 3:00PM In-Person and via Zoom

1 Attendance

PRESENT:
EXECUTIVE COMMITTEE (EC) In-Person: Helen Donaldson, Andy Gough, and Kevin Wilson. Via Zoom: Anselm Waterfield, Nicola Champion, and Warren Curry.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Mark Terracini, Ysabella Gills (Strata Manager) and Lulu Issa.

APOLOGIES: Nick McCauley (Building Manager)

2 Minutes from the previous meeting

2.1 The Committee **confirmed** the minutes from the previous meeting held on the 22nd of November 2022.

3 Committee Appointments

The Committee **appointed** Ms Helen Donaldson as Chair.

The Committee **appointed** Mr Andy Gough as Treasurer.

The Committee **appointed** Mr Anselm Waterfield as Secretary.

3.1 The Committee **noted** the roles and responsibilities of the Executive Committee as outlined in the Unit Titles (Management) Act 2011. The Committee **discussed** the obligation to declare conflicts of interest and the need to recuse individuals from discussions where a conflict exists.

3.2 The Committee **discussed** future regular meeting times. The contract with Grady Strata & Facilities, includes support for the Committee to have 6 meetings per year. The Committee **agreed** to meet every 6 weeks. The Committee **noted** that any additional formal meetings would incur the minor additional charge advised in Schedule B.

The Committee **agreed** to 1 hour and 30 minutes for each meeting to begin at 3:30PM. The Committee **discussed** the addition of action items to the agenda and provision in papers in advance, in order to stay on topic, and to defer discussion if required.

4 Strata Manager

4.1 The Committee **discussed** the Smata System and Owners Portal for the Viridian Complex. The Committee **noted** that the system will be used to approve quotations for works and track jobs. Grady Strata and Facilities to ensure that approvals on the system reflect a majority approval by the Committee.

The Committee **noted** that Nicola Champion had sent through a test message on the discussion board, which was not received by the Committee. **Action:** Grady Strata and Facilities is to investigate this. The Committee also **discussed** the importance for owners to have the ability to track work requests and requested that Grady promote the portal and encourage owners to use it.

4.2 The Committee **agreed** for an expenditure limit of $5,000 for make-safe works. Any quote over this limit must go to the Committee for approval.

4.3 The Committee **discussed** the actions from the recently held Annual General Meeting.

4.3.1 The Committee **agreed** for the Owners Corporation Common Seal to be affixed to the Representation Letter from P Squared.

4.3.2 The Committee **noted** that the Viridian Rules are with Access Canberra to be registered. The Committee also **noted** that the Rules have also been sent to Owners and are available on the Owners Portal.

4.3.3 The Committee **noted** that the Sinking Fund Plan and Building Maintenance Plan are available via the Owners Portal. The Committee **discussed** the Building Maintenance Plan and how this document becomes the body of knowledge for the Sinking Fund Plan. The Committee also **noted** the requirement to track amendments to both Plans going forward and for owners to have access to the Plan with all amendments in one location.

4.3.4 The Committee **discussed** the RFT Document seeking prospective Project Managers. The Committee **noted** that this version includes the changed made by the previous Committee. The Committee **agreed** to review this document and send any comments to Grady Strata and Facilities by Wednesday the 25th of January.

4.3.5 The Committee **discussed** the levy dates that were approved at the Annual General Meeting. The Committee **noted** that the levy dates were issued inside the 28 Day Reduced Quorum Period. The Committee **noted** that to resolve this, the dates for AGMs may need to be brought forward so that levies can be issued by due date without being subjected to reduce quorum period. **Action:** This item will be taken to an informal Committee meeting for further discussion and referred for EC decision before next AGM.

4.4 The Committee **discussed** the unresolved breaches to the Viridian Rules from 2021 and 2022. The Committee **agreed** for Grady Strata and Facilities to write to owners as the new Strata Manager and attempt to resolve them, and write to Unit 151 to follow up the 2021 request for information on the waterproofing in their unit (put on hold during ACAT process on their flooring). The Committee **noted** the advice this week that ACAT had dismissed the appeal by the owners of Unit 151 (AA 14/2022).

4.5 The Committee **discussed** flooring applications. The Committee agreed to take the discussion to another meeting. The Committee **agreed** for Ms Helen Donaldson, Mr Warren Curry and Mr Anselm Waterfield to assist with this item.

4.6 The Committee **agreed** to the booking of a Bulky Waste Collection for the Viridian Complex. The tentative collection date from ACT NoWaste is the 30th of March 2023. **Action:** Grady Strata and Facilities are to provide residents with notices in advance of the collection date.

4.7 The Committee **discussed** the intercom system at the complex. Grady Strata and Facilities have approached two contractors: Control by Integration and Australian Smart Group, to provide quotations for a system overhaul/holistic approach as well as replacement parts for intercom systems for individual units. These quotations will then be presented to the Committee for their consideration.

4.8 The Committee **discussed** the window cleaning at the complex. Grady Strata and Facilities have approached three contractors, High Standards Access, Rope Access Engineering as well as El Toro Window Cleaning for this work. The Committee **confirmed** that residents will need to remove their screens if they wish for their windows to be cleaned.

4.9 The Committee **noted** that Besselink will be commencing the painting of the metal work for Blocks A and H in February 2023. **Action:** Grady Strata and Facilities are to confirm with Besselink that notices to residents will be sent out.

4.10 The Committee **noted** that concerns have been raised over pest problems at the complex. **Action:** Grady Strata and Facilities are to organise pest control for the Viridian.

4.11 The Committee **agreed** that the Viridian's social media page is not intended to be a formal communication tool with Viridian's owners/residents and its management does not fall under the Executive Committee role or responsibilities. The Committee **noted** that this social media page is an informal community page, e.g., advertising pet sitting, for sale items, etc.

The Committee **agreed** for Ms Nicola Champion to take on stewardship of drafting, obtaining approval and release for distribution of Viridian's quarterly newsletters and thanked her for volunteering.

4.12 The Committee **discussed** the applications received for heat sources on Owner's Balconies and in courtyards and **agreed** that a process needs to be established to review applications required by the new Rule, e.g. to use BBQs, and if appropriate, relating to erection and alterations. **Action:** Grady Strata & Facilities to obtain quotes from lawyer to draft a review and approval document that places the responsibility for compliance with the Fire Engineer's Report, and care in operating the heat source, onto the applicant.

4.13 The Committee **noted** that an owner is looking to rent a vacant car space in the complex. The Committee **agreed** that this should be organised between owners.

4.14 The Committee **noted** that resident/s have been charging their e-scooters on common property, which is breach of the Viridian Rules. **Action:** Grady Strata and Facilities to place notices on the scooters and investigate lockable covers over the power points in the basement.

4.15 The Committee **discussed** two sheds that are located in the basement of the complex that appear to have been relocated without EC approval. The Committee **agreed** for the shed labelled 'OC' to be moved to a spot to be identified by the Building Manager and agreed upon by the Committee. **Action:** Grady Strata and Facilities are to confirm with the Strata Plan the location for the other shed, labelled '72'. If not part of the plan, then Grady Strata is to make contact with the Owner to have the shed moved.

5 Building Manager

5.1 The Committee **noted** that Grady Strata and Facilities is to provide the Committee with regular reports. **Action:** The December/January Building Manager's Report to be provided out-of-session.

5.2 The Committee **noted** that Grady Strata and Facilities is currently reviewing the contracts for the Viridian Complex. There was discussion surrounding how these contracts are to be aligned with the Maintenance Plan. **Action:** Grady Strata and Facilities are to specifically review the contracts for caretaking as well as security.

5.3 The Committee **noted** that there are several outstanding maintenance items, including leaks around the Complex. There was discussion in regards to placing the action list and a complete list of historical leaks on the Owners Portal. **Action:** Grady Strata and Facilities to provide an update on the action list at the next Committee meeting.

5.4 The item relating to a rough sleeper in the Wentworth Bin Enclosure Area was deferred to next meeting (due to the absence of the Building Manager).

6 Out of Session Approvals

6.1 The Committee **noted** the several quotes that are on the Owners Portal and that this is an opportunity to become familiar with the portal and use this to approve the outstanding quotations.

6.2 The Committee **approved** Trinity Law's estimate of up to $3,500 to attend to the list of expenses and provide advice related to ACAT's Decision of 13 Jan 2023 which dismissed the appeal by the owners of Unit 151 - CRAVEN & GILKS v THE OWNERS UNITS PLAN NO 2839 (Appeal) AA 14/2022 (UT 40/2021).

7 2023 Priorities & Ongoing Work

7.1 The Committee **agreed** for the Request For Tender documents for a Project Manager to be submitted to contractors both on the ACT Government approved contractor list and outside this list (also see 4.3.4).

7.2 The Committee **noted** that Helen Donaldson and Andy Gough had already attended a briefing and **agreed** for Kevin Wilson and Warren Curry to also attend the ACT Concessional Loan Briefings on behalf of the Committee.

7.3 The Committee **discussed** the Interim Fire Safety Measures that were outlined in the Vortex Fire Engineer's Report. **Action:** Grady Strata and Facilities are to email an update on progress to the Committee.

7.4 The Committee **noted** the ongoing insurance works from the Hailstorm Insurance Claim. The Committee **noted** that Grady Strata and Facilities have provided BAC Brokers with a list of outstanding works for review. **Action:** The Committee **agreed** that Grady should confirm the list they provided to BAC against the list agreed with the Insurer on 15/09/22.

The Committee **discussed** future balcony works for the complex. The Committee **noted** that Grady Strata and Facilities have approached Scope Project Group and Peak Consulting to provide a quotation for the inspection of every balcony and unit and provide a scope of works for remediation.

The Committee **discussed** the issue of owner's toilets with cisterns built into bulkheads where leaks could occur undetected. The Committee noted that this was an individual owner's responsibility and recommend owners identify their own risk and obtain their own insurance in regards to this item. **Action:** The EC to advise /remind owners of this potentially costly issue in the next Newsletter.

8 Next Meetings

8.1 The Committee **noted** that the next Executive Committee meeting is to be held the week of the 27th of February 2023, date and time to be advised.

Meeting Closed: 4:55PM

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 2839

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 15 December 2022

Tick applicable box, or both boxes if applicable:

✓ **Regularly convened**
The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

o **Convened after adjournment**
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
15 December 2022	Annual General Meeting Minutes

A4 Owners corporation declaration

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

THE OWNERS-UNITS PLAN No: 2839 Common Seal

..... 15/12/2022

† 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).

UNITS PLAN 2839
2022 ANNUAL GENERAL MEETING MINUTES

Held at The Eastlake Football Club on the 15th of December 2022 at 5:00 pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units 64, 71, 74, 78, 80, 89, 94, 98, 101, 106, 109, 111, 112, 121, 124, 130, 133, 139, 143, 144, 147, 154, 155, 163, 168, 169

Proxy: 2, 8, 9, 14, 15, 46, 48, 81, 82, 150, 153

Absentee Voting Forms: 117, 151

Apologies: 76, 153

Chairperson Ms Helen Donaldson welcomed members of the Owners Corporation to the Annual General Meeting and introduced Ms Ysabella Gills as the direct Strata Manager for the Viridian Complex.

CHAIRPERSON'S REPORT

ITEM 1 – CHAIRPERSON'S REPORT

***Motion 1**: "That the Owners Corporation notes the Chair's Report as presented."*

Motion Carried

MINUTES

ITEM 2 – MINUTES

***Motion 2**: "That the Owners Corporation adopt the General Meeting Minutes of 19 September 2022 as presented."*

Motion Rescinded

***AMENDED Motion 2:** "That the Owners Corporation adopt the General Meeting Minutes of 19 September 2022, with the amendment to the first paragraph under General Business, consisting of the replacement of the paragraph with, "The owners present expressed thanks to the EC for all their work for this meeting, in particular Mr Gardiner's contribution as described in the discussion on the need for a building manager."*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 3 – AUDIT, TREASURER'S REPORT AND 2021/2022 FINANCIAL STATEMENTS

The meeting noted that an audit of the financial statements for the Units Plan will be required in each subsequent year due to legislative updates, with the audit to be completed and outcomes advised at each Annual General Meeting.

***Motion 3**: "That the Owners Corporation adopt the audit from P Squared as presented and note the requirement for audit of the 2022/23 financial statements."*

Motion Rescinded

***AMENDED Motion 3:** "That the Owners Corporation adopt the audit from P Squared and note the requirement for audit of the 2021/22 financial statements, subject to a non-adverse outcome."*

Motion Carried

***Motion 4**: "That the Owners Corporation note the Treasurer's Report and adopts the financial statements for the financial year ended 31 October 2022 as presented."*

Motion Carried

SINKING FUND PLAN 2023-2033

ITEM 4 – APPROVAL OF SINKING FUND PLAN 2023-2033 AND NOTATION OF MAINTENANCE PLAN 2023-2033

***Motion 5**:*
a) "That the Owners Corporation notes the Maintenance Plan as presented.

b) That the proposed Sinking Fund Plan 2023 to 2033, including the two small, proposed changes to rows 39 and 133, and inclusion of a new 5 yearly, Fire System task for Landing Valve Replacement with an initial FY22/23 cost of $12,000, with its consequential work commitments and levy contributions, be approved.

c) That annual levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January, 1 April, 1 July, and 1 October of each financial year, be approved.

d) That consideration of the Sinking Fund Plan with presentation of any necessary changes to the plan, is required at least annually by the OC, preferably at the AGM. The total forecast expenditure estimate for 2022-23FY is $457,744 and attendant contributions are $440,000."

Motion Carried

PROPOSED ADMINISTRATIVE BUDGET 2022/2023

ITEM 5 – ADMINISTRATIVE FUND BUDGET

***Motion 6: "**That the proposed Administrative Fund expenditure budget of $997,431.00 excluding GST and levy contributions of $742,300.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2023, 1 April 2023, 1 July 2023 and 1 October 2023."*

Motion Carried

OWNERS CORPORATION RULES AMENDMENT

ITEM 6 – VIRIDIAN RULES

***Motion 7**: "That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules as presented."*

Motion Rescinded

The meeting noted that the proposed draft Rules, which consisted of a blanket ban of all flammable items and heat sources was excessive. The meeting discussed refining the proposed new rules promoting a more moderate approach. The meeting noted that there are requirements to meet for the complex to be properly insured and to mitigate risk and that alterations to the rules must occur in relation to the cladding. The meeting discussed an application process that owners will have to undertake to get approval from the Executive Committee to have flammable items on their balcony such as BBQs and electric heaters, and agreed the ban would apply unless an owner obtains EC approval.

***AMENDED Motion 7:** "That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the Rules, as amended"*

2.4 Interim Fire Safety Measures

Unless approved by the Executive Committee, in accordance with 6.1.1 of the 2022 Vortex Fire Cladding Testing and Assessment Report (the Fire Engineer's Report) or any subsequent fire engineer's report:

(1) Residents are not permitted to store any flammable materials or heat sources on their balcony or in courtyards at the Viridian. Items include but not limited to aerosol cans, barbeques, outdoor heater, ashtrays, etc.

(2) Occupants, guests, and contractors are not permitted to smoke in private yards, on private balconies or in common spaces.

(3) Occupants, guests, and contractors are not permitted to use cooking or heating in private yards, on private balconies or in common spaces.

(4) Occupants, guests, and contractors are not permitted to use any item which produces a naked flame or strong heat source in private yards, private balconies or in common spaces.

Motion Carried

CLADDING

ITEM 7– REQUEST FOR TENDER

***Motion 8:** "That the Owners Corporation agree to seek the services of a Project Manager to oversee engagement of qualified contractors for the completion of works to remove and replace non-compliant cladding identified and risk rated by the Fire Engineer's report."*

Motion Carried

BUILDING MAINTENANCE ITEMS

ITEM 8 – ONGOING MAINTENANCE ISSUES & CONTRACTS

The meeting was advised by Grady Strata and Facilities that their ongoing maintenance is being programmed on Grady's Building Manager Software. The meeting noted that Grady Strata and Facilities is currently reviewing the Viridian's contracts.

ITEM 9 – FIRE SAFETY REVIEW

The meeting discussed the ongoing provision of fire maintenance at the Viridian Complex, with routine fire maintenance being undertaken with FS Solutions in accordance with the relevant Australian Standards. The meeting noted the presence of flammable cladding as discussed earlier, with steps being taken to resolve this matter.

INSURANCE

ITEM 11- INSURANCE

***Motion 9**: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

Motion Carried

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 13 – EXECUTIVE COMMITTEE ELECTION

***Motion 10:** "That the Owners Corporation appoint Anselm Waterfield, Andy Gough, Helen Donaldson, Warren Curry, Nicola Champion and Kevin Wilson to stand as Executive Committee members until the next Annual General Meeting".*

Motion Carried

The Owners Corporation thanked the Executive Committee for their ongoing contributions to the Viridian Complex. Owners were advised it is possible the incoming Executive Committee will appoint sub-committees and invited Owners to notify Ysabella if they have expertise or interest in the work ahead and to monitor for advice of the creation of these sub-committees. Two owners who have provided assistance to the EC during the year were thanked for their generosity: Steve Rumble and Randy Goldberg.

ITEM 14 – AUTHORISATIONS AND DELEGATIONS

The meeting noted that the only authorisations, delegations or appointments in force are under contract with Grady Strata, with a copy of the Grady Strata contract available on request.

GENERAL BUSINESS

ITEM 15 – GENERAL BUSINESS

Electric Vehicles: A question was asked about the Chair's Report and whether the reported lack of progress on EVs charging resulted from the discrepancy between advice received in 2018 and 2022. It was confirmed that the delay in 2022 resulted from the Executive Committee's workload, as has been the case in the previous three years. The meeting noted that an investigation of the discrepancy mentioned between the two reports is to be investigated further. With no requests for approval since

2018 it was agreed that, although limited connections are available via this method, any applications received in the short term could duplicate the set up that was approved in 2018. The meeting recognised that demand for EV charging is likely to increase over coming years.

Gas Supply: An owner's query about gas supply charges led to a discussion about the arrangements at the complex.

Ongoing Leaks: The meeting discussed the ongoing issues concerning leaks in Owner's units. The meeting noted that Grady Strata and Facilities has received a list of the leaks during the handover from previous management, and the building management team are conducting inspections for these items.

Social Media Page: An owner sought interest in a social media page for the Viridian. The meeting agreed that this would be on an opt-in basis and that this could be taken up by the incoming EC.

Meeting Closed at 6:22 pm

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 ~~Annual General~~ / General meeting
Date (or dates) of general meeting at which the reduced quorum decision or decisions were made: Monday 19 September 2022

Tick applicable box, or both boxes if applicable:
✓ **Regularly convened -** The ~~Annual General~~ / General meeting was regularly convened (not following any adjournment under *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment -** The ~~Annual General~~ / General meeting was convened following an adjournment or adjournments *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

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
Monday 19 September 2022	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.

Date Tuesday 20 September 2022

Signed: *Anthony Johnston*

Designation: Anthony Johnston for Units Plan No 2839

PO Box 154, Curtin ACT 2605
Phone: 02 6260 3722
Email: admin@linkservices.com.au

MINUTES OF GENERAL MEETING
Units Plan No. 2839

DATE & TIME Monday 19 September 2022 at 5:30 PM

LOCATION Zoom Video Conference, https://us02web.zoom.us/j/81945723065?pwd=SE4zU1pKZTgwTmtYTFZXLy8wbEtOZz09

ATTENDANCE

PRESENT: Mr R Betland & Mr N Dauth, Ms N Lawson, Mr S Lee & Mr J Fitzsimon, Mr J Keary & Ms K Alexander, Mr P Pistoor, Mr A Waterfield, Ms Y Earle, Ms K Vickery, Mr M Gardiner, Mr T Mark & Ms J Lawrie, Mr J Heyes, Ms R Navin, Ms N Champion & Mr P Davies, Ms H Donaldson and Mr R Donaldson, Ms A Luiz, Mr S Rumble, Ms T Mawer, Mr R Craven, Mr A Gough, Mrs S & Dr J Buckingham and Dr F Winnett.

IN ATTENDENCE: Mr A Johnston and Ms L Klose representing Link Strata Management

PROXIES: Ms P Neilsen & Mr M James proxy to Mr M Gardiner
Ms K Spackman proxy to Ms H Donaldson
Ms D Warren-Smith proxy to the Chairperson
BHMH Investment Pty Ltd (units 2, 8, 9, 14 & 15) proxy to Mr R Craven

ONLINE VOTING: Ms F Shaw, Mr C Hannan, Ms B Phillips, Mr S Lee & Mr J Fitzsimon, Ms C Galloway, Mr P Pistoor, Ms Y Earle, Mr J Heyes, and Mr W Curry

Secretarial Note: Several owners voted online and also attended the meeting. Please note that their votes were only counted once.

CHAIR: Ms H Donaldson was elected Chairperson

QUORUM

A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the Unit Titles (Management) Act 2011.

Secretarial Note: Owners are advised that under the Unit Titles (Management) Act 2011 (S.3.9) 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 given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous General Meeting dated 20 June 2022 be accepted as presented.

MOTION CARRIED

2. RULES OF THE OWNERS CORPORATION

It was resolved *by special resolution* that the Owners Corporation resolves to adopt the amended Rules and register them under section 27 of the *Land Titles (Unit Titles) Act 1970.*

MOTION CARRIED AS A SPECIAL RESOLUTION

Secretarial note: The following clarifications were also raised and approved:

- *The contact details of the strata management company listed in the Registered Rules will be amended to reflect the contact details of Grady Strata & Facilities from 1 November 2022*
- *Structural information about the building will be included in the Registered Rules to assist owners who are applying for approval of hard flooring.*

3. STRATA MANAGEMENT CONTRACT FROM 1 NOVEMBER 2022

It was resolved that the Owners Corporation approves by ordinary resolution the following actions to take effect from 1 Nov 2022 for three years:

a. Grady Strata and Facilities be appointed as strata managing agent and building manager of Units Plan No. 2839;

b. The Owners Corporation delegates to Grady Strata and Facilities, as the 'Agent', all of its functions as per the attached agreements (other than those prohibited by the Act);

c. The Owners Corporation executes a written agreement to give effect to this appointment and delegation;

d. The delegation is to be subject to the conditions and limitations set out in the agreements; and

e. Authority is given for the common seal of the Owners Corporation to be affixed to the agreements by owners as determined at this meeting.

MOTION CARRIED

Secretarial note: Owners present raised concerns of the necessity and cost of appointing a facilities/building manager, and the length of the proposed contract. After further explanation and discussion, the motion was carried.

4. LEGAL ACTION TO DEFEND AN APPEAL AGAINST SUCCESSFUL ACTION BY THE OWNERS CORPORATION

It was resolved that the Owners Corporation approves by ordinary resolution the engagement of legal representation to defend a proceeding in the ACT Civil & Administrative Tribunal (ACAT) in relation to the matter of The Owners - Units Plan No 2839 v Craven & Gilks, UT 40/2021.

The proceeding is an appeal by the owners of Unit 151 against the decision of the Tribunal on UT40/2021 dated 22 June 2022. A request will be made for an order for the recovery of these and all costs incurred by the Owners Corporation in the course of this Appeal matter.

MOTION CARRIED

GENERAL BUSINESS

The owners present expressed thanks to the Executive Committee for their work in arranging this meeting, Mr M Gardiner's contribution was described during the discussion surrounding the role of a building/facilities manager.

The Chair noted Mr A Johnston from Link Strata Management and his long relationship with the Viridian and thanked him for support & assistance.

MEETING CLOSED: 6:07PM

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 ~~Annual General~~ / General meeting
Date (or dates) of general meeting at which the reduced quorum decision or decisions were made: Monday 20 June 2022

Tick applicable box, or both boxes if applicable:
✓ **Regularly convened -** The ~~Annual General~~ / General meeting was regularly convened (not following any adjournment under *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment -** The ~~Annual General~~ / General meeting was convened following an adjournment or adjournments *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

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
Monday 20 June 2022	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.

Date Monday 20 June 2022

Signed: *Angelina Anderson*

Designation: Angelina Anderson Strata Manager
for Units Plan No 2839

PO Box 154, Curtin ACT 2605
Phone: 02 6260 3722
Email: admin@linkservices.com.au

MINUTES OF GENERAL MEETING

Units Plan No. 2839

DATE & TIME Monday 20 June 2022 at 5:30 PM

LOCATION QT Canberra - Zoom Conference Platform, 1 London Circuit, Canberra ACT 2601 - https://us02web.zoom.us/j/82280411970?pwd=cTdmZmd6Q0FjOTlzcWVHM0hhNUVHdz09; Meeting ID: 822 8041 1970; Passcode: 442244

ATTENDANCE

PRESENT: Mrs P Neilsen, Mr A Waterfield, Ms C Grace, Ms Y Earle, Mr M Gardiner, Mr J Heyes, Mr W Curry & Mr R Goldberg, Dr K Officer, Mr R & Mrs H Donaldson, Mr G Spackman, Mr S Rumble, Ms M Bradshaw, Mr A Glaskin, Mr J Harmer, Mr C Melouney, Mrs S & Dr J Buckingham, Mr J Juntunen & Mrs A Moilanen, Dr A Chong, Mr A Gough, Ms K Grant & Mrs R Navin.

IN ATTENDENCE: Mrs A Anderson representing Link Strata Management.

PROXIES: Mr S & Mrs T Mawer proxy to Mrs H Donaldson
Mr P & Mrs C Pistoor proxy to Mr M Gardiner.

APOLOGIES: Nil.

ABSENTEE: Mr R Craven, BHMH Investments Pty Ltd (represented by Mr R Craven).

CHAIR: Mrs H Donaldson as Chairperson of the Executive Committee chaired the meeting.

QUORUM

A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the *Unit Titles (Management) Act 2011*.

Secretarial Note: Owners are advised that under the Unit Titles (Management) Act 2011 (S.3.9) 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 given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

1. RULES OF THE OWNERS CORPORATION

It was resolved by *special resolution* that the Owners Corporation adopt the amended Rules as tabled and register them under section 27 of the *Land Titles (Unit Titles) Act 1970* with the inclusion of the following 2 paragraphs to be added as 3.1 (6) and (7):

6. Padded curtains are available to protect the lifts during the movement of large items. Please contact the Strata Manager at least two business days in advance to arrange timely installation before the arrival of removalists or trades people.

7. Owners are responsible for inspecting hallways and lifts prior to trades people leaving each day and for doing any required cleaning and/or vacuuming. While building works are in progress, excessive dust is likely to be created and carried outside the unit, so the door from the unit to common areas must be closed during the works. Trades people are to use protective mats between the door and the lift or foyer and remove them when they leave for the day. Cleaning directions from the Strata Manager must be carried out promptly.

MOTION CARRIED AS A SPECIAL RESOLUTION

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2. COMBUSTIBLE CLADDING REMEDIATION

It was resolved that the Owners Corporation (OC) agrees to an addition to the existing Sinking Fund Plan of "Combustible Cladding Response" with a forecast expenditure in this calendar year of up to $100,000.00 for the development of options for the Viridian's Combustible Cladding Response, noting that:

- The forecast expenditure is based on a quote for completion of a Comprehensive Testing and Assessment Report (CTAR).
- If the CTAR is used, the $20k ACT government rebate for successful completion of the CTAR will be returned to the Sinking Fund.
- The budgeted expenditure of $30k for the CTAR from the Administrative Fund budget and return of $25k that were approved by the 2021 AGM will be overtaken by this proposal.

MOTION CARRIED

GENERAL BUSINESS

Date for the 2022 Annual General Meeting.

The meeting confirmed the date of the next AGM as Thursday 15 December 2022.

MEETING CLOSED: 6:05pm

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 2839

A2 Annual General / General meeting
Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- Thursday 24 February 2022

Tick applicable box, or both boxes if applicable:
✓ **Regularly convened -** The Annual General / General meeting was regularly convened (not following any adjournment under *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

❑ **Convened after Adjournment -** The Annual General / General meeting was convened following an adjournment or adjournments *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

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
Thursday 24 February 2022	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.

Date Friday 25 February 2022 [*of affixing seal*]

Signed: Angelina Anderson

Designation: Angelina Anderson Strata Manager for Units Plan No 2839

PO Box 154, Curtin ACT 2605
Phone: 02 6260 3722
Email: admin@linkservices.com.au

MINUTES OF GENERAL MEETING

Units Plan No. 2839

DATE & TIME Thursday 24 February 2022 at 5:30 PM

LOCATION Eastlake Football Club - Griffith & Zoom Meeting Platform, 3 Oxley Street, Griffith & Zoom: https://us02web.zoom.us/j/87291451284?pwd=cDNpUVhUQm5Hemw2eXVzb1N0YnZXdz09

ATTENDANCE

PRESENT: Mr A Waterfield, Mr M & Mrs S Gardiner, Mr J Hayes, Mr M Buchtmann, Mr R Craven & Ms K Gilks, Mrs H Donaldson, Mr W Curry & Mr R Goldberg, Mr M Ryan & Ms E Sinclair, Mr M Neilson, Mr S Rumble, Ms M Bradshaw, Mr A Glaskin, Mr S & Mrs T Mawer, Mrs S Buckinghan, Mrs P Neilsen, Mr M Neilson, Mr J Dawes, Ms S Hume, MS R Spittle, MS Y Earle, C Melouney, Dr A Chong.

IN ATTENDENCE: Mrs A Anderson and Mr C Westerlaken representing Link Strata Management, Ms S Riley (Unit 153 Lessee).

PRE-ONLINE VOTING:

PROXIES: BHMH Investments Pty Ltd proxy to MR R Craven.

Ms E Rafaelle proxy to Dr A Chong.
Mr P Malcolm proxy to Mrs H Donaldson.
Mr A & Mrs J Owens proxy to Mrs H Donaldson.
Mr G & Mrs K Spackman proxy to Mrs H Donaldson.
Mr & Mrs J Gough proxy to Mrs H Donaldson.

APOLOGIES: Mr T & Mrs R Kitchen

CHAIR: Mr W Curry as the Chair of the Executive Committee Chaired the meeting.

QUORUM

A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the *Unit Titles (Management) Act 2011*.

Secretarial Note: Owners are advised that under the Unit Titles (Management) Act 2011 (S.3.9) 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 given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

1. PREVIOUS ANNUAL GENERAL MEETING MINUTES

The motion that the minutes of the previous Annual General Meeting dated 15 December 2021 be accepted as presented.

MOTION CARRIED

Secretarial Note: the minutes were accepted with some corrections for typographical errors and clarity.

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2. RULES OF THE OWNERS CORPORATION

The motion that the Owners Corporation resolves to adopt the Default Rules and the Alternative rules that have been approved previously and register the one set of rules with Land Titles Office and apply the Common Seal as required **was deferred**.

MOTION DEFERRED

Secretarial Note: The owners present requested further time to go over the Rules and that they be included in the General Meeting to be held in before June.

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3. UNIT ALTERATIONS REQUEST

The motion that the owners of Units Plan No.2839 adopt the attached updated Unit Alterations Request form and to be included as Attachment A of the Registered Rules **was deferred**.

MOTION DEFERRED

Secretarial Note: The owners present requested further time to go over the Rules and that they be included in the General Meeting to be held in before June.

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4. ELECTION OF EXECUTIVE COMMITTEE

Under Part 4, Division 4.1 of the Unit Titles (Management) Act 2011, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer until the next Annual General Meeting. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting.

It was resolved that the Owners Corporation agree to appoint the following Owners to form the Executive Committee until the next Annual General Meeting.

Mr M Gardiner, Mr A Gough, Mr A Waterfield, Mrs H Donaldson, Dr A Chong, Mr A Glaskin & Mr R Craven.

MOTION CARRIED

GENERAL BUSINESS

Owner Responsibilities
An owner present requested a committee to be formed to investigate the toilets in the walls being classed as common property and costs to repair/replace becoming owners corporation responsibility should they leak. The incoming EC will discuss the possibility of a committee to investigate the responsibility of the owners corporation to cover the costs of the damage caused by the toilets and what preventive measures can be installed.

Executive Committee Understanding
An owner present seek clarification of the powers of the executive committee. He was unaware of the committee obligations.
Mr W Curry explained the obligation and commitments of the Executive Committee.

MEETING CLOSED: 6:45pm

ACT PROPERTY INSPECTIONS

77/55 Dawes Street,
Kingston ACT 2604

Report prepared: Thursday, April 16th 2026

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report

FirstRate Report

HOUSE
ENERGY RATING

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

SCORE: 48 POINTS

Name:	Allen	**Ref No:**	69370
House Title:	Unit 77 Block 7 Section 47 KINGSTON	**Date:**	16-04-2026
Address:	77/55 Dawes Street, Kingston ACT 2604		

ACT HOUSE ENERGY
RATING SCHEME

48 Points 6.0 Stars

Duncan Clark – 2011260

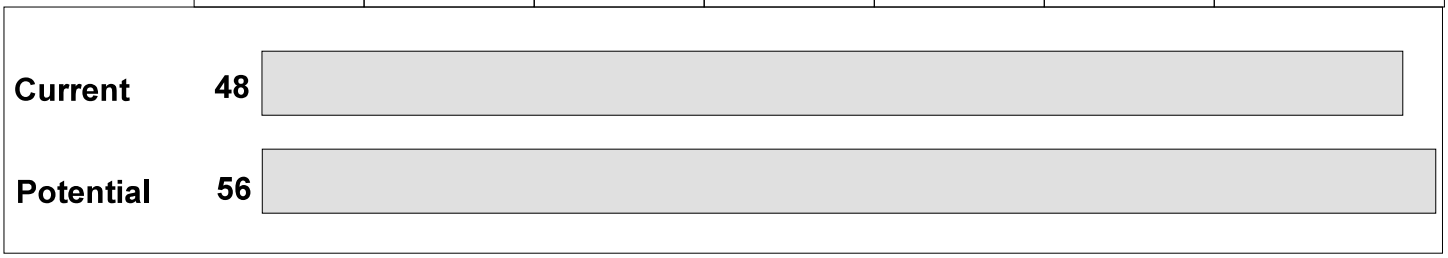
Building Assessor - Class A (Energy Efficiency)

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

	POOR		AVERAGE		GOOD		V. GOOD
Star Rating	**0 Star**	★	★★	★★★	★★★★	★★★★★	★★★★★★
Point Score	**-71**	**-70 -46**	**-45 -26**	**-25 -11**	**-10 4**	**5 16**	**17**



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

Design options		**Additional points**
Change curtain to	Heavy Drapes & Pelmets	8

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	**48**	★★★★★★

Largest windows in the dwelling;

Direction : ENE

Area : 9 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North East	47	★★★★★★
2. East	47	★★★★★★
3. South East	43	★★★★★★
4. South	39	★★★★★★
5. South West	33	★★★★★★
6. West	36	★★★★★★
7. North West	40	★★★★★★
8. North	44	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 77 Block 7 Section 47 KINGSTON, 77/55 Dawes Street, Kingston ACT 2604,**

Assessor's Name:
Net Conditioned Floor Area: **115.4 m²**

Feature						Points		
						Winter	Summer	Total
CEILING						**15**	**0**	**15**
Surface Area:	117	Insulation:	-102					
WALL						**1**	**2**	**3**
Surface Area:	-2	Insulation:	5	Mass:	0			
FLOOR						**22**	**-5**	**18**
Surface Area:	16	Insulation:	-2	Mass:	4			
AIR LEAKAGE (Percentage of score shown for each element)						**9**	**0**	**9**
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	48 %					
Exhaust Fans	22 %	Doors	0 %					
Down Lights	0 %	Gaps (around frames)	30 %					
DESIGN FEATURES						**0**	**0**	**0**
Cross Ventilation	0							
ROOF GLAZING						**0**	**0**	**0**
Winter Gain	0	Winter Loss	0					
WINDOWS						**-1**	**-7**	**-8**

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ENE	9	7%	-15	12	-3	-6
NNW	6	6%	-12	14	-4	-1
Total	15	13%	-27	26	-7	-8

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

The contribution of heavyweight materials to the window score is 2 points

			Winter	Summer	Total
RATING	★★★★★★	**SCORE**	**47**	**-10**	**48***

*** includes 11 points from Area Adjustment**

etailed House Data

House Details

ClientName	Allen
HouseTitle	Unit 77 Block 7 Section 47 KINGSTON
StreetAddress	77/55 Dawes Street, Kingston ACT 2604
FileCreated	16-04-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	24.0m²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	96.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Concrete 100mm Ext	No	R2.0	26.9m	2.6m
2	Framed: FC Sheet Clad	Yes	R2.0	22.3m	2.6m
3	Weatherboard	No	R2.0	13.9m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	120.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ENE	2.4m	3.3m	No	SG	ALIMPR	CW	No	2.4m	2.4m	0.6m
2	ENE	1.2m	0.6m	No	SG	ALIMPR	CW	No	0.0m	0.0m	0.0m
3	NNW	1.8m	1.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	NNW	1.8m	1.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
2	ENE	1.2m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	4.7m	0.2m
3	NNW	1.8m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	6.5m	0.4m
4	NNW	1.8m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	6.5m	4.5m

Zoning Details

Is there Cross Flow Ventilation ?	Average

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

ACT PROPERTY INSPECTIONS

Insurance Certificates & Tax Invoice

priceforbes
Price Forbes & Partners
The Minster Building
21 Mincing Lane
London
EC3R 7AG
www.priceforbes.com

TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE:	Professional Indemnity Insurance
INSURED:	ACT Property Inspections Pty Ltd.
ADDRESS OF INSURED:	Unit 1/33 Altree Court, Phillip ACT 2606, Australia.
POLICY NUMBER:	B0507OE2600060
PERIOD:	From: 30th March 2026 to: 30th March 2027 At 4pm Local Standard Time at the Principal Address of the Insured.
LIMIT OF LIABILITY:	AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.
INSURERS:	100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners

Adam Power
Executive Director

TAX INVOICE

Rebekka Mai Allen
77/55 Dawes St
KINGSTON ACT 2604
AUSTRALIA

Invoice Date
7 Apr 2026

Invoice Number
INV-69370

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Energy Efficiency Report	1.00	348.26	10%	348.26
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	**425.00**

Due Date: 22 Apr 2026
Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit
BSB: 012084
Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

View and pay online now

RECEIPT

Rebekka Mai Allen
77/55 Dawes St
KINGSTON ACT 2604
AUSTRALIA

Payment Date
14 Apr 2026

Sent Date
15 Apr 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	**425.00**

Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
7 Apr 2026	INV-69370	Payment - INV-69370 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	**425.00**	**0.00**

RECEIPT

Rebekka Mai Allen
77/55 Dawes St
KINGSTON ACT 2604
AUSTRALIA

Payment Date
14 Apr 2026

Sent Date
15 Apr 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	**425.00**

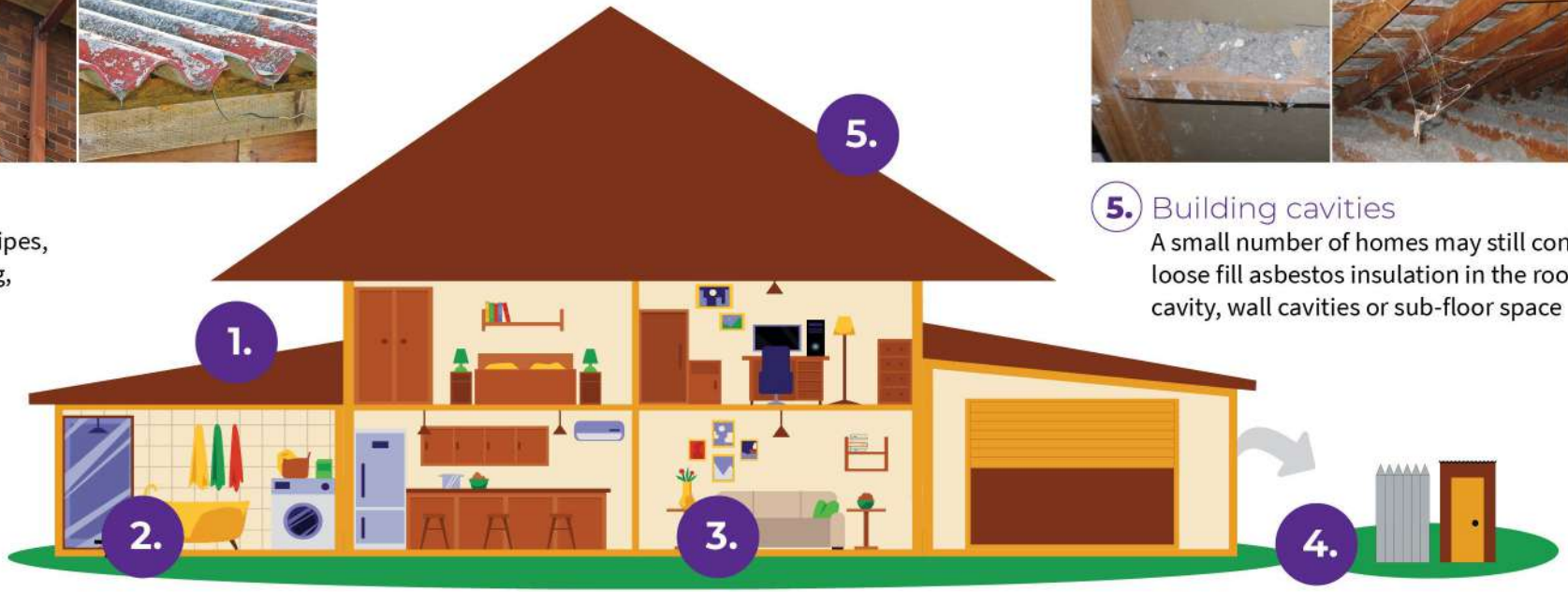
Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
7 Apr 2026	INV-69370	Payment - INV-69370 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	**425.00**	**0.00**

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

ACT Government

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

1. Exterior
roof sheeting, gutters, downpipes, ridge capping, eaves, cladding, electrical switchboards



5. Building cavities
A small number of homes may still contain loose fill asbestos insulation in the roof cavity, wall cavities or sub-floor space

2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles and splashbacks, hot water pipe insulation

3. Internal areas
wall and ceiling panels, carpet underlay, textured paints, insulation in domestic heaters

4. Backyard
fences, sheds, garages, carports, dog kennels, buried or dumped waste, letterboxes, swimming pools

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

ACT Government

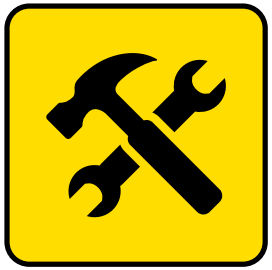
Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:

Broken or in poor condition

Damaged accidentally



Disturbed during renovation or repairs

Loose fill asbestos insulation

Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

2 There is no cooling off period if:

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

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

Block 19 Unit 77 UP No. 2839
77/53 Section 27 & 53 Kingston
Block 19 Unit 77 Kings Street, Kingston

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;

Unit 77 Unit No 2959
Block 16 & 17 Section 47 of 53 Kingston
7/55 Dawes Street, Kingston

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

Block 1 2 7 UP No. 2933 Kingston
17/55 Dawes Street
Section 46 & 65

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.

Block 12 Unit 77 UP No. 2000
Section 47 & 48 Kingston
77/55 Dawes Street Kingston

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

Unit 7 UP No. 2135 Section 11 & 58 Kingston 7 Section 11 & 58 Kingston Dawes Street, Kingston

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

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

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

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

6.4.6 the ownership or location of any dividing fence;

6.4.7 the ownership of any fuel storage tank; and

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

7. Seller warranties

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

7.1.1 the Seller will be able to complete at Completion;

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

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

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

7.2 The Seller warrants that on Completion:

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

7.2.2 the Seller will have the capacity to complete;

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

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

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

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

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

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

8. Adjustments

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

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

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

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

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

9. Terms of possession

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

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

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

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

9.3 If the Property is sold subject to a tenancy:

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

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

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

Unit 7 Block 1 Section 47 CP No 9855 7/55 Bowes St Kingston

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

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

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

(f) if applicable, the Tenancy Agreement incorporates:

(i) the Prescribed Terms; and

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

(b) a notice of attornment;

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

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

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

10. Inspection and condition of Property

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

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

11. Inspection of building file

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

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

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

12. Additional Seller obligations

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

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

12.1.2 obtain approval for any Development conducted on the Land;

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

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

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

13. Electronic transaction

13.1 In this clause 13, the following words mean:

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

13.6.1 create an Electronic Workspace;

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

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

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

13.7.1 Populate the Electronic Workspace with Title Data;

13.7.2 create and Populate the Electronic Transfer;

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

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

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

13.8.1 join the Electronic Workspace;

13.8.2 create and Populate the Electronic Transfer;

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

13.8.4 Populate the Electronic Workspace with a nominated Completion Time.

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

13.9.1 join the Electronic Workspace;

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

13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.

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

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

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

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

13.11 Before Completion, the parties must ensure that:

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

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

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

13.12 If Completion takes place in the Electronic Workspace:

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

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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the Stakeholder in trust for the Seller and the Buyer;

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

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

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

18.3.1 not be in default; and

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

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

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

18.6 A Default Notice:

18.6.1 must specify the default;

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

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

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

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

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

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

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

19. Termination — Buyer default

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

19.1.1 sue the Buyer for breach; or

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

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* 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:

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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

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

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

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

24.5 If this Contract says the margin scheme applies:

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

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

in respect of the sale of the Property.

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

26.2 To serve a notice a party must:

26.2.1 leave it at; or

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

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

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

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

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

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

27. Unit title

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

28. Definitions and interpretation

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

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

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

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

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

(b) defects disclosed in this Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

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37. Unregistered Units Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Rescission of Contract

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

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

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

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

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

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

38.2 A notice must be given:

38.2.1 under clause 38.1.1:

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

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

(i) the Date of this Contract; and

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

(a) about the breach; and

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

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

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

47. Incomplete development of Lot

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

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

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

47.4 The Buyer must:

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

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

48. Required first or top sheet

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

48.2 The Section 67 Statement must:

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

48.2.2 state the name and address of:

(a) the body corporate of the scheme; or

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

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

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

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

48.2.6 be substantially complete.

48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.

48.4 The Buyer may rescind this Contract if:

48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and

48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.

50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

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51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

51.1 In this clause 51 the following words have the following meanings:

CGT Asset has the meaning in the *Income Tax Assessment Act 1997*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

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52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

53.1 In this clause 53 the following words have the following meanings:

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion,

whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

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* Alter as necessary

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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