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
		30	4800	21	28	Braddon
		and known as 408/32 Mort Street, Braddon				
Seller	Full name	Anthony Paul Burslem and Julie Ann Wickens				
	ACN/ABN					
	Address	8 Greeves Street, Wanniassa, ACT 2903 Australia				
Seller Solicitor	Firm	North Herring Lawyers				
	Email	megan@northherring.com.au				
	Phone	02 6299 5566	Ref MTN:AB:260395			
	DX/Address	PO Box 336, Queanbeyan NSW 2620				
Stakeholder	Name	Hive Property Canberra Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	hello@hivecbr.co				
	Phone	(02) 6182 1802	Ref Samantha Linsdell			
	DX/Address	level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	*Mark as applicable*	☐ Nil	☐ section 370	☐ section 280	☐ section 306	☐ section 351
Land Rent	*Mark one*	☒Non-Land Rent Lease	☐Land Rent Lease			
Occupancy	*Mark one*	☐Vacant possession	☒Subject to tenancy			
Breach of covenant or unit articles	Description *(Insert other breaches)*	As disclosed in the Required Documents				
Goods	Description	Blinds, built in wardrobes, smoke detector, dishwasher, fixed floor coverings, insect screens, curtains, light fittings, range hood, stove.				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the date hereof or				
Electronic Transaction?		☐ No	☒ Yes, using Nominated ELN:	PEXA		
Land Tax to be adjusted?		☐ No	☒ Yes			
Residential Withholding Tax		New residential premises?		☒ No	☐ Yes	
		Potential residential land?		☒ No	☐ Yes	
		Buyer required to make a withholding payment?		☒ No	☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax		Relevant Price more than $750,000.00?		☐ No	☐ Yes	
		Clearance Certificates attached for all the Sellers?		☒ No	☐ Yes	

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

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

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

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

Seller Disclosure Documents

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

☐ Crown lease of the Land (including variations)

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

☒ Deposited Plan for the Land

☒ Energy Efficiency Rating Statement

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

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

☒ Lease Conveyancing Inquiry Documents for the Property

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

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

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

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

If the Property is off-the-plan:

☐ Proposed plan

☐ Inclusions list

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

☐ Inclusions list

☐ Disclosure Statement

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

☒ Units Plan concerning the Property

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

☒ Unit Title Certificate

☐ Registered variations to rules of the Owners Corporation

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

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

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

☐ Section 67 Statement, as first or top sheet

☐ Community Title Master Plan

☐ Community Title Management Statement

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

☐ Proposed Community Title Master Plan or sketch plan

☐ Proposed Community Title Management Statement

GST

☒ Not applicable

☐ Input taxed supply of residential premises

☐ Taxable supply (including new residential premises)

☐ GST-free supply of going concern

☐ Margin scheme applies

Tenancy

☒ Tenancy Agreement

☐ No written Tenancy Agreement exists

Invoices

☒ Building and Compliance Inspection Report

☐ Pest Inspection Report

Asbestos

☐ Asbestos Advice

☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

2 There is no cooling off period if:

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

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

Block 30 UP No. 4800
30/30 Section 48 Braddon
Street Braddon

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 30 Unit No 30 on Block 21 Section 48 in Molonglo 30/3 Mort Street Draft Plan

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);

Unit 20 UP No. 4900 Block 21 Section 20 Bruce 20/32 Mort Street Bruce

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

Unit 30 UP No. 420
Block 2 Section 28 Braddon
30/39 Mort Street Braddon

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 1 on UP No. 4000
Block 21 Section 36 Braddon
30 Mort Street Braddon

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 80 UP No 1000
Block 7 Section 28 Braddon
80/52 Mort St Braddon

(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

Unit Plan No 4000
Block 21 Section 27 Braddon
5/52 Mort Street Braddon

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.

Block 50 UP No. 4800 Section 28 Braddon 80 Wort Street Braddon

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:

Unit 2 UP No. 4000
Block 2 Section 28 Bruce
30/32 Mort Street Braddon

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.

BP 220 UP No 4020 Section 6 Block 30 Short Street Braddon

* Alter as necessary

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

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

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

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

Unit 30 UP No. 4800
Block 21 Section 28 Braddon
30/32 Mort Street Braddon

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

1. Variations to Printed Terms

The Law Society of ACT pages, being pages 5 to 21 of this Contract are amended as follows:

(a) Clause 22.1.1 is amended by inserting "0" before % symbol;
(b) Clause 22.1.2 is amended by inserting "10" before % symbol;
(c) Clause 22.1.3 is amended insert $550
(d) The definition of *Relevant Price* in Clause 51.1 is deleted.

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

In the event that the Seller issues a Notice to Complete on the Buyer pursuant to this clause the Buyer shall be liable for the Seller's legal costs caused by the delay in the sum of $500 plus GST.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or becomes incapable to manage their affairs due to unsoundness of mind, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 21 hereof shall apply.

4. Buyer acknowledgements

The Buyer acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all covenants and restrictions annexed hereto;

(e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(f) Subject to any non-compliance with any ACT Planning requirements in respect of any building on the land.

The Buyer agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Agent

The Buyer warrants that they were not introduced to the Seller or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Sellers agent, if any, referred to in this contract, and the Buyer agrees that they will at all times indemnify and keep indemnified the Seller from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the Buyers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

6. Smoke alarms

The property has smoke alarms installed.

7. Adjustments

a) The Buyer must serve on the Seller its rates and water enquiries at least seven days prior to the Date of Completion.

b) If completion does not occur on the Date of Completion due to the default of the Buyer, the Buyer acknowledges that adjustments pursuant to clause 8, excluding any income received, will be adjusted from the Date of Completion.

8. Release of deposit

This condition applies if the Seller is purchasing another property with settlement to take place simultaneously with settlement of this Contract or to discharge the Mortgage recorded on title. The Buyer hereby authorises and directs the stakeholder to release funds from the deposit in accordance with the direction of the Seller's solicitor to enable the funds to be available for the simultaneous settlement of the Seller's purchase or to discharge the Mortgage at completion of this contract. The Buyer will promptly provide such further directions and authorities as the stakeholder may require to enable release of the deposit funds for this purpose.

9. FIRB Approval

(a) The Buyer warrants to the Seller that it does not require any approvals under the Australian Governments foreign investment policy to acquire the Property ('FIRB Approval') and that the Treasurer cannot make an Order under part II of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* regarding the acquisition of the Property by the Buyer.

(b) The Buyer indemnifies the Seller against all liability for any loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the Buyer's obligations under this clause.

10. Personal guarantees

If the Buyer (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Seller entering into this contract with the Buyer, it is an essential clause of this contract that the Director(s) of the Buyer Company ("the Guarantor") guarantees to the Seller the due and punctual performance and observance by the Buyer of its obligations under this contract and indemnify and must keep indemnified the Seller against all losses, damages, liabilities, costs and expenses accruing to the Seller, resulting or arising from any failure by the Buyer to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Seller or by any other matter. Any rescission or termination of this contract will not waive the obligation arising under this clause. The guarantee and indemnity is a deed to constitute a principal obligation between the Guarantor(s) and the Seller:

Signed, sealed and delivered by the Guarantor in the presence of:

_____ _____

Signature of witness Signature of Guarantor(s)

_____

Witness name and address

_____

Product	Title Details
Date/Time	16/03/2026 02:52PM
Customer Reference	260395
Order ID	20260316001511
Cost	$35.00

Volume 2444 **Folio** 20 **Edition** 2

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Braddon Section 28 Block 21 on Deposited Plan 11703 with 68 units on Unit Plan 4800

Unit 30 (Class A) entitlement 185 of 10000, 5 subsidiaries

Lease commenced on 07/01/2020, terminating on 27/03/2107

Proprietor

Julie Ann Wickens

PO Box 962 Woden ACT 2606

Anthony Paul Burslem

PO Box 962 Woden ACT 2606

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
24/02/2020	2263721	Mortgage to Commonwealth Bank of Australia

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
201426916	Development Application	26/03/2015	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	08/11/2016

Description
AMENDMENT TO DA 201426916 - CONSTRUCTION OF MIXED USE BUILDING - Amendment to an existing development approval in place for construction of mixed use building - the amendment is to redesign core, services, parking layout and additional apartment level. For full list of amendments please see application form.

This data (excluding administrative interests) is certified correct by the Registrar-General at 14:52:53 on 16/03/2026

Unregistered dealings have not been formally recorded in the register.

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
201936161	Development Application	23/09/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/10/2019

Description
LEASE VARIATION - Realignment of the boundary between Block 3 Section 28 Braddon and Block 4 Section 28 Braddon.

This data (excluding administrative interests) is certified correct by the Registrar-General at 14:52:53 on 16/03/2026

Unregistered dealings have not been formally recorded in the register.

Product	Title Details
Date/Time	16/03/2026 03:03PM
Customer Reference	260395
Order ID	20260316001555
Cost	$35.00

Volume 2443 **Folio** 90 **Edition** 4

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Braddon Section 28 Block 21 on Deposited Plan 11703 with 68 units on Unit Plan 4800

Lease commenced on 07/01/2020, terminating on 27/03/2107

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4800

Bright & Duggan (ACT) Pty Ltd, PO Box 281 Crows Nest NSW 1585

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Subject to Easement in Unit Plan: Current

Registered Date	Dealing Number	Description
29/07/2020	3015490	Application to Note Special Resolution
20/08/2024	3333019	Application to Note Special Resolution
16/10/2024	3343976	Application to Note Special Resolution - Refer Instrument
08/07/2025	3392319	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201426916	Development Application	26/03/2015	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	08/11/2016

Description
AMENDMENT TO DA 201426916 - CONSTRUCTION OF MIXED USE BUILDING - Amendment to an existing

This data (excluding administrative interests) is certified correct by the Registrar-General at 15:03:58 on 16/03/2026

Unregistered dealings have not been formally recorded in the register.

development approval in place for construction of mixed use building - the amendment is to redesign core, services, parking layout and additional apartment level. For full list of amendments please see application form.

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
201936161	Development Application	23/09/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/10/2019

Description
LEASE VARIATION - Realignment of the boundary between Block 3 Section 28 Braddon and Block 4 Section 28 Braddon.

This data (excluding administrative interests) is certified correct by the Registrar-General at 15:03:58 on 16/03/2026

Unregistered dealings have not been formally recorded in the register.

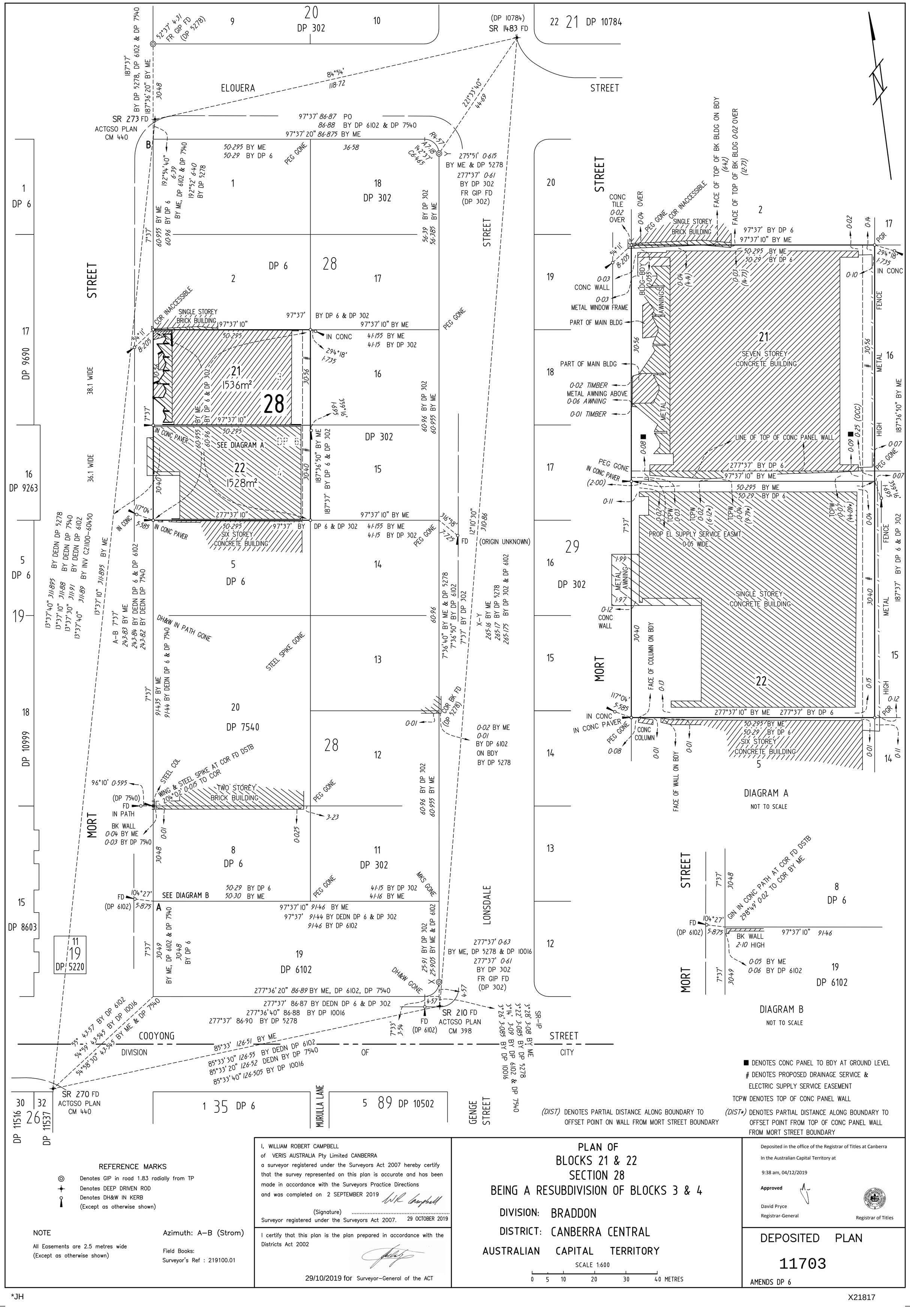


DIAGRAM A

NOT TO SCALE

DIAGRAM B

NOT TO SCALE

REFERENCE MARKS

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

NOTE

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

Azimuth: A–B (Strom)

Field Books:
Surveyor's Ref : 219100.01

I, WILLIAM ROBERT CAMPBELL
of VERIS AUSTRALIA Pty Limited CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 2 SEPTEMBER 2019

(Signature) .....
Surveyor registered under the Surveyors Act 2007. 29 OCTOBER 2019

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

29/10/2019 for Surveyor–General of the ACT

PLAN OF BLOCKS 21 & 22 SECTION 28 BEING A RESUBDIVISION OF BLOCKS 3 & 4

DIVISION: BRADDON

DISTRICT: CANBERRA CENTRAL

AUSTRALIAN CAPITAL TERRITORY

SCALE 1:600

0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
9:38 am, 04/12/2019

Approved

David Pryce
Registrar-General

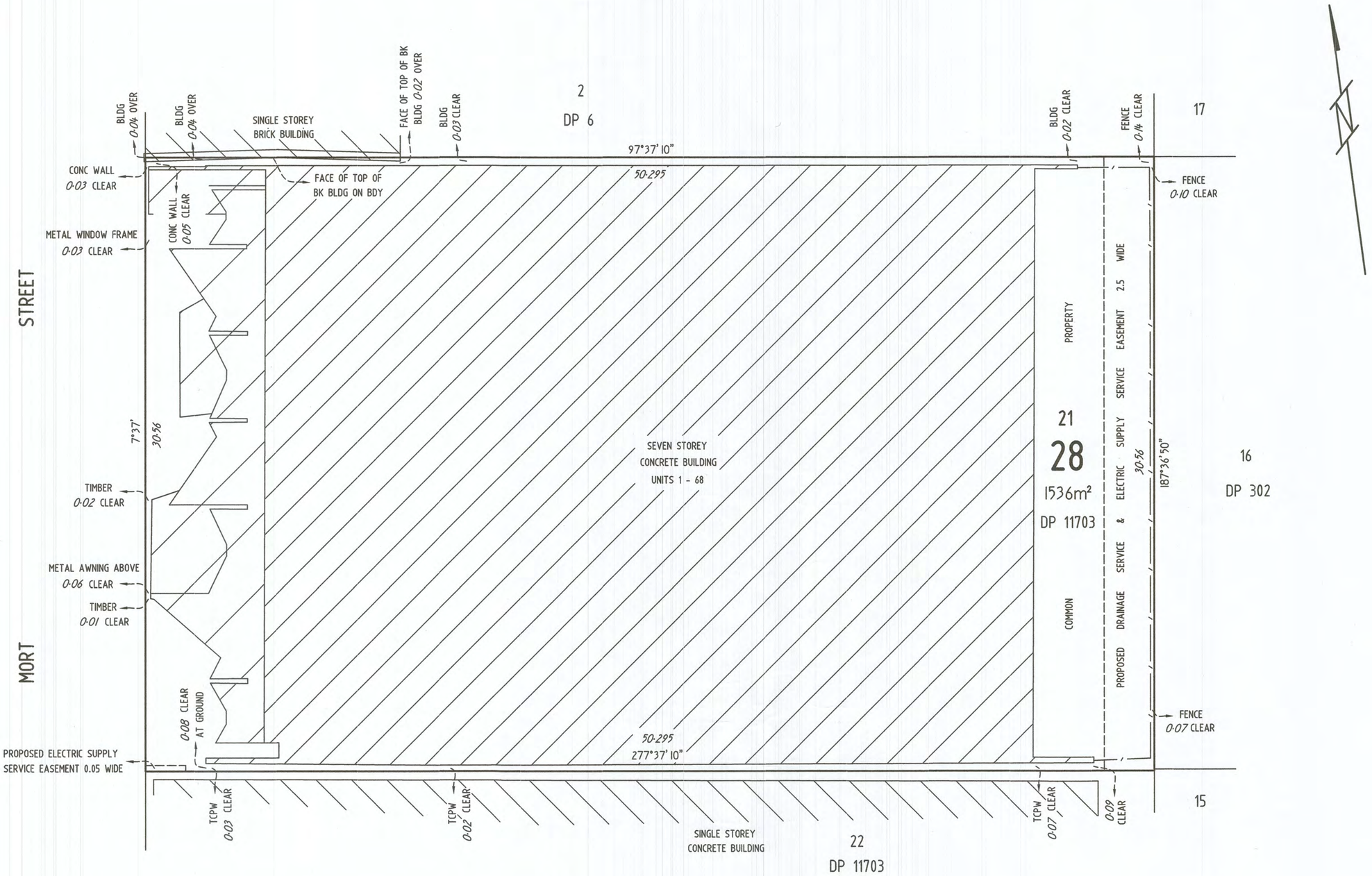
Registrar of Titles

DEPOSITED PLAN 11703

AMENDS DP 6

*JH

X21817



TCPW DENOTES TOP OF CONCRETE PANEL WALL

Form 1

0 5 10 METRES

Graphic bar scale - SCALE 1: 150

Form 088 - SP

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

SURVEYORS DECLARATION

I, WILLIAM ROBERT CAMPBELL of VERIS AUSTRALIA PTY LIMITED

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

1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 10 DECEMBER 2019

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

Signature of Registered Surveyor

10 DECEMBER 2019

Dated

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

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

OR

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

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

1st FLOOR 182-200 CITY WALK CANBERRA CITY ACT 2601

Address for Service of Notice

LJ HOOKER STRATA ACT

Name of Manager / Owners Corporation

REF: 19100_UP

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

Sheet No. 1 of 33

SITE PLAN

LAND DETAILS

Block
21

Section
28

Division
BRADDON

Deposited Plan Number
11703

Volume/Folio
2438:17

Class of Units (A or B)
A

IVAN BULUM
328 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR.

328 BT PTY LIMITED
Signature of Lessee

SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

UNITS PLAN No.
4800

XUP 21865

Form 2

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

Sheet No 2 of 33 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	28	21

Unit Plan No
4800

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	185	5	2443	91
2	112	3	2443	92
3	112	3	2443	93
4	112	3	2443	94
5	112	3	2443	95
6	112	3	2443	96
7	185	5	2443	97
8	185	5	2443	98
9	112	3	2443	99
10	230	4	2443	100
11	112	3	2444	1
12	112	3	2444	2
13	185	5	2444	3
14	112	3	2444	4
15	112	3	2444	5
16	112	3	2444	6
17	112	3	2444	7
18	112	3	2444	8
19	112	3	2444	9
20	230	3	2444	10
21	112	3	2444	11
22	109	3	2444	12
23	185	5	2444	13
24	112	3	2444	14
25	112	3	2444	15
Aggregate				

328 BT PTY LIMITED ACN: 166 009 018

Signature of Lessee

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

Volume	Folio
2443	90

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

Dated Twenty Third this day of December 2019

SAMUEL ZELLER
Delegate of the Authority/Executive

David Pryce
Registrar-General

7 JAN 2020
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

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

Sheet No 3 of 33 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	28	21

Unit Plan No
4800

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	112	3	2444	16
27	109	3	2444	17
28	112	3	2444	18
29	185	5	2444	19
30	185	5	2444	20
31	112	3	2444	21
32	230	5	2444	22
33	112	3	2444	23
34	112	3	2444	24
35	185	5	2444	25
36	167	5	2444	26
37	112	3	2444	27
38	112	3	2444	28
39	112	3	2444	29
40	112	3	2444	30
41	112	3	2444	31
42	167	5	2444	32
43	161	5	2444	33
44	112	3	2444	34
45	230	4	2444	35
46	112	3	2444	36
47	112	3	2444	37
48	161	5	2444	38
49	155	4	2444	39
50	147	3	2444	40
Aggregate				

328 BT PTY LIMITED ACN: 166 009 016

Signature of Lessee

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

Volume	Folio
2443	90

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

Dated Twenty third this day of December 2019

SAMUEL ZELLER
Delegate of the Authority/Executive

David Pryce
Registrar-General

-7 JAN 2020
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925 (approved forms)* and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

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

Sheet No 4 of 33 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	28	21

Unit Plan No
4800

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	147	3	2444	41
52	155	4	2444	42
53	151	4	2444	43
54	143	3	2444	44
55	143	3	2444	45
56	153	4	2444	46
57	328	4	2444	47
58	151	3	2444	48
59	23	1	2444	49
60	78	2	2444	50
61	72	2	2444	51
62	242	3	2444	52
63	169	2	2444	53
64	292	3	2444	54
65	221	2	2444	55
66	90	1	2444	56
67	216	2	2444	57
68	290	4	2444	58
Aggregate	10,000	229		

328 BT PTY LIMITED ACN: 166 009 016

Signature of Lessee

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

Volume	Folio
2443	90

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

Dated Twenty Third this day of December 2019

SAMUEL ZELLER
Delegate of the Authority/Executive

David Pryce
Registrar-General

- 7 JAN 2020
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								
					YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		
	UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
32 MORT STREET	1	11, 12	SECOND	201			1, 2, 3	11, 11, 12	4	6	5	6	5
	2	11	SECOND	202			1	11	2	6	3	6	3
	3	11	SECOND	203			1	11	2	6	3	6	3
	4	11	SECOND	204			1	11	2	6	3	6	3
	5	11	SECOND	205			1	11	2	6	3	6	3
	6	11	SECOND	206			1	11	2	6	3	6	3
	7	11, 12	SECOND	207			1, 2, 3	11, 11, 12	4	6	5	6	5
	8	11, 12	SECOND	208			1, 2, 3	11, 11, 12	4	6	5	6	5
	9	11	SECOND	209			1	11	2	6	3	6	3
	10	11	SECOND	210			1	11	2, 3	6, 6	4	6	4
	11	11	SECOND	211			1	11	2	6	3	6	3
	12	11	SECOND	212			1	11	2	6	3	6	3
	13	11, 12	SECOND	213			1, 2, 3	11, 11, 12	4	6	5	6	5
	14	12	THIRD	301			1	12	2	6	3	6	3
	15	12	THIRD	302			1	12	2	7	3	7	3
	16	12	THIRD	303			1	12	2	6	3	6	3
	17	12	THIRD	304			1	12	2	6	3	6	3
	18	12	THIRD	305			1	12	2	6	3	6	3
	19	12	THIRD	306			1	12	2	6	3	6	3
	20	12	THIRD	307			1	12	2	6	3	6	3
	21	12	THIRD	308			1	12	2	7	3	7	3
	22	12	THIRD	309			1	12	2	6	3	6	3
	23	12, 13	FOURTH	401			1, 2, 3	12, 13, 13	4	6	5	6	5
	24	13	FOURTH	402			1	13	2	6	3	6	3
	25	13	FOURTH	403			1	13	2	7	3	7	3
	26	13	FOURTH	404			1	13	2	6	3	6	3
	27	13	FOURTH	405			1	13	2	6	3	6	3
	28	13	FOURTH	406			1	13	2	6	3	6	3
	29	12, 13	FOURTH	407			1, 2, 3	12, 13, 13	4	6	5	6	5
	30	12, 13	FOURTH	408			1, 2, 3	12, 13, 13	4	6	5	6	5
	31	13	FOURTH	409			1	13	2	6	3	6	3
	32	13	FOURTH	410			1	13	2, 3, 4	7, 6, 6	5	6	5
	33	13	FOURTH	411			1	13	2	8	3	8	3
	34	13	FOURTH	412			1	13	2	6	3	6	3
	35	12, 13	FOURTH	413			1, 2, 3	12, 13, 13	4	6	5	6	5
	36	14, 15	FIFTH	501			1, 2, 3	14, 14, 15	4	7	5	7	5
	37	14	FIFTH	502			1	14	2	6	3	7	3
	38	14	FIFTH	503			1	14	2	8	3	8	3
	39	14	FIFTH	504			1	14	2	6	3	7	3
	40	14	FIFTH	505			1	14	2	7	3	7	3
	41	14	FIFTH	506			1	14	2	7	3	7	3
	42	14, 15	FIFTH	507			1, 2, 3	14, 14, 15	4	7	5	7	5
	43	14, 15	FIFTH	508			1, 2, 3	14, 14, 15	4	7	5	7	5
	44	14	FIFTH	509			1	14	2	7	3	7	3
	45	14	FIFTH	510			1	14	2, 3	7, 7	4	7	4
	46	14	FIFTH	511			1	14	2	8	3	8	3
	47	14	FIFTH	512			1	14	2	7	3	7	3
	48	14, 15	FIFTH	513			1, 2, 3	14, 14, 15	4	7	5	7	5
	49	15	SIXTH	601	1	15	2	15	3	7	4	7	4
	50	15	SIXTH	602			1	15	2	7	3	7	3
	51	15	SIXTH	603			1	15	2	8	3	8	3
	52	15	SIXTH	604	1	15	2	15	3	8	4	8	4
	53	15	SIXTH	605	1	15	2	15	3	8	4	8	4
	54	15	SIXTH	606			1	15	2	8	3	8	3
	55	15	SIXTH	607			1	15	2	7	3	7	3
	56	15	SIXTH	608	1	15	2	15	3	8	4	8	4
	57	9, 10	GROUND	G001	1	9	2	10	3, 4	8, 8			4
	58	9	GROUND	G002	1, 2	9			3	8			3
	59	9	GROUND	G003					1	8			1
	60	9	GROUND	G004	1	9			2	8			2
	61	9	GROUND	G005	1	9			2	8			2
	62	9	GROUND	G006	1	9			2, 3	8, 8			3
	63	9	GROUND	G007	1	9			2	8			2
	64	9	GROUND	G008	1, 2	9, 9			3	7			3
	65	10	FIRST	101			1	10	2	7			2
	66	10	FIRST	102					1	7			1
	67	10	FIRST	103					1, 2	7, 7			2
	68	10	FIRST	104					1, 2, 3, 4	7, 7, 7, 8			4

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

WHERE A YARD ABUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINE OF WALL

YARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD

YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALL, UNLESS NOTED OTHERWISE

THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE THE UNIT AREA

ALL AREAS ARE APPROXIMATE. UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN

THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001

AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE

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

Sheet No. 5 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
LEGEND / INDEX

IVAN BULUM
328 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

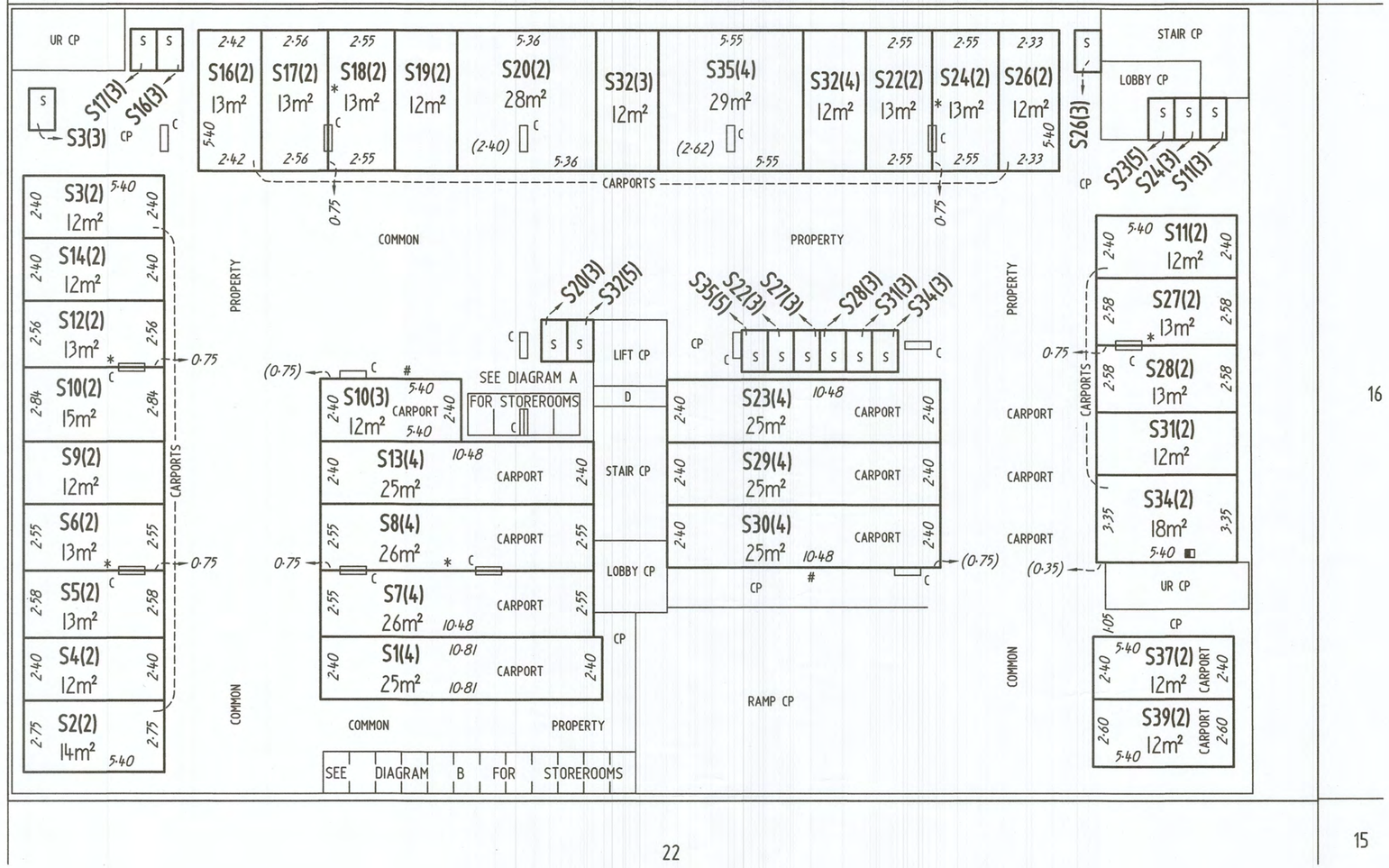
APPROVED UNDER THE *UNIT TITLES ACT 2001*, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.
4800

Form 3

Form 091 - FP

REF: 19100 UP



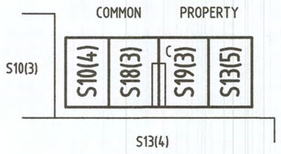


DIAGRAM A
NOT TO SCALE

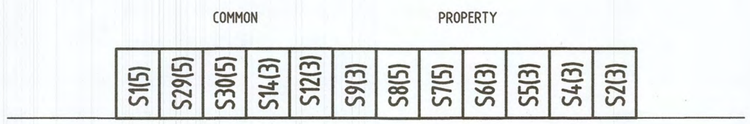


DIAGRAM B
NOT TO SCALE

ALL STOREROOMS ARE 1·6m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 150

REF: 19100 UP

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

Sheet No. 6 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
BASEMENT 3

IVAN BULUM
B28 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

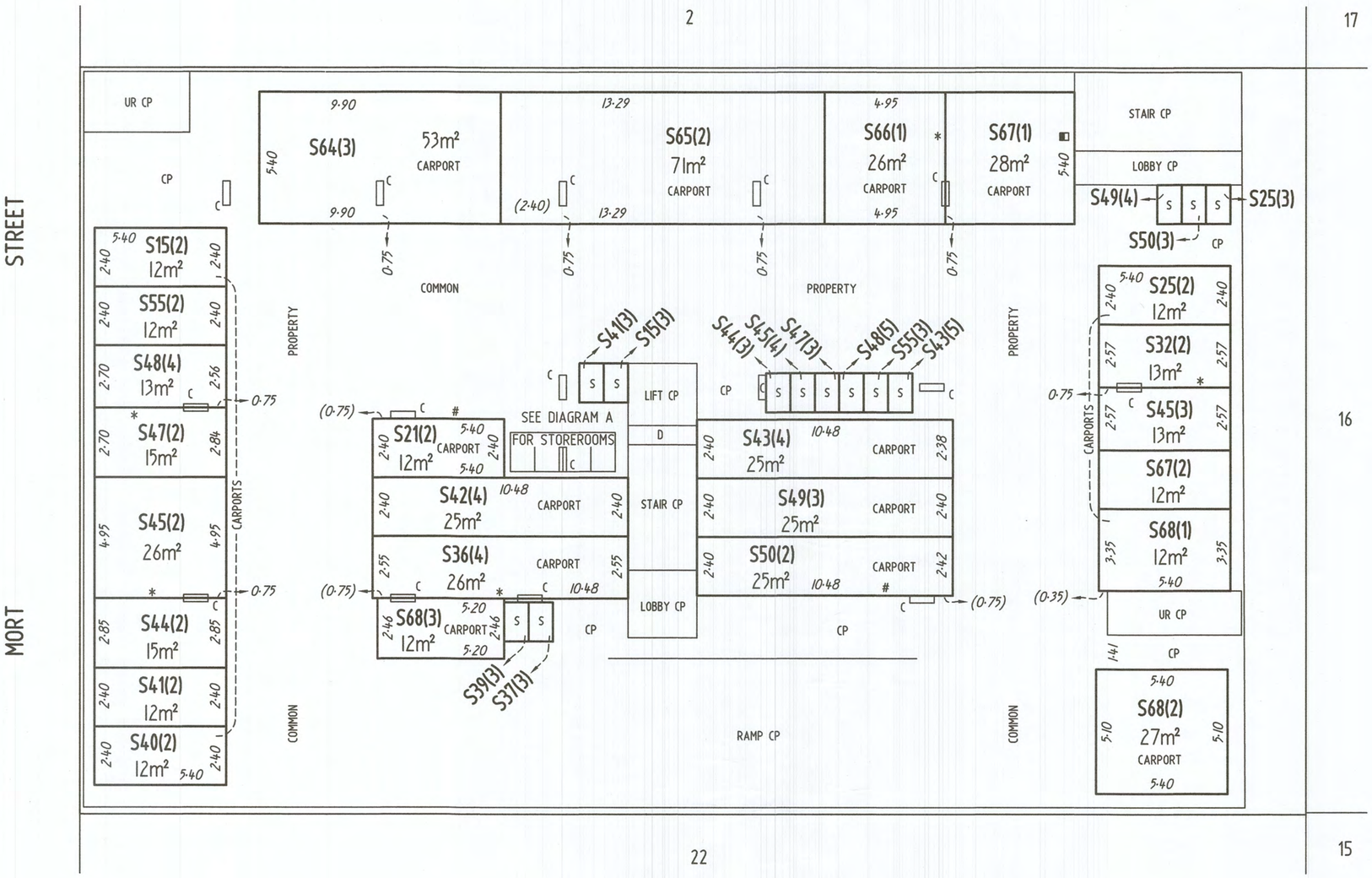
SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

UNITS PLAN No.
4900



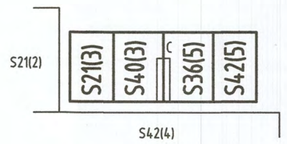


DIAGRAM A
NOT TO SCALE

ALL STOREROOMS ARE 1·6m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 150

REF: 19100 UP

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

Sheet No. 7 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
BASEMENT 2

IVAN BULUM
328 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

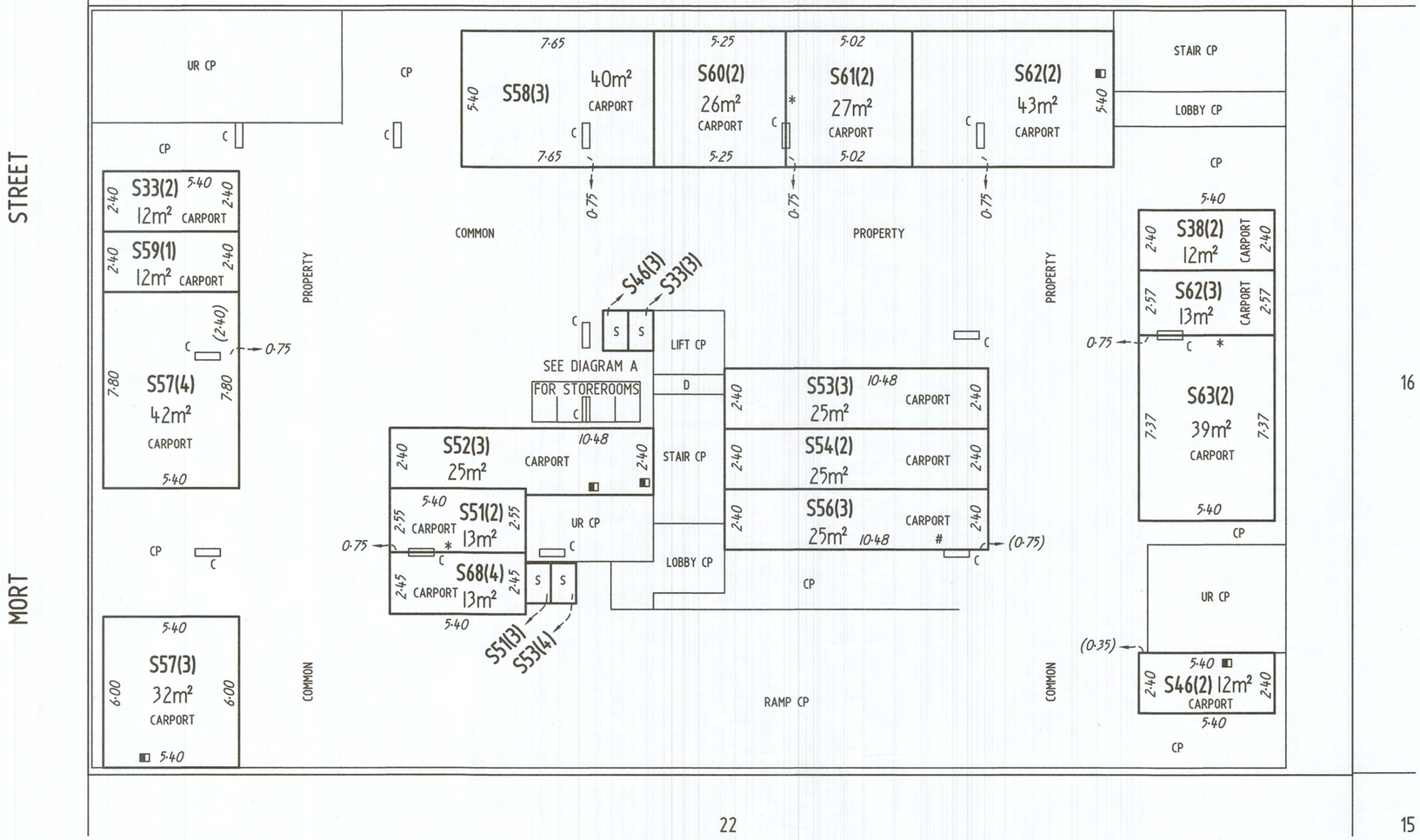
SAMUEL ZEILER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

UNITS PLAN No.
4800



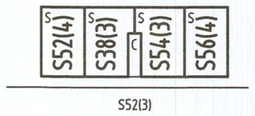


DIAGRAM A
NOT TO SCALE

ALL STOREROOMS ARE 1·6m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 150

REF: 19100 UP

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

Sheet No. 8 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
BASEMENT 1

IVAN BULUM
328 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

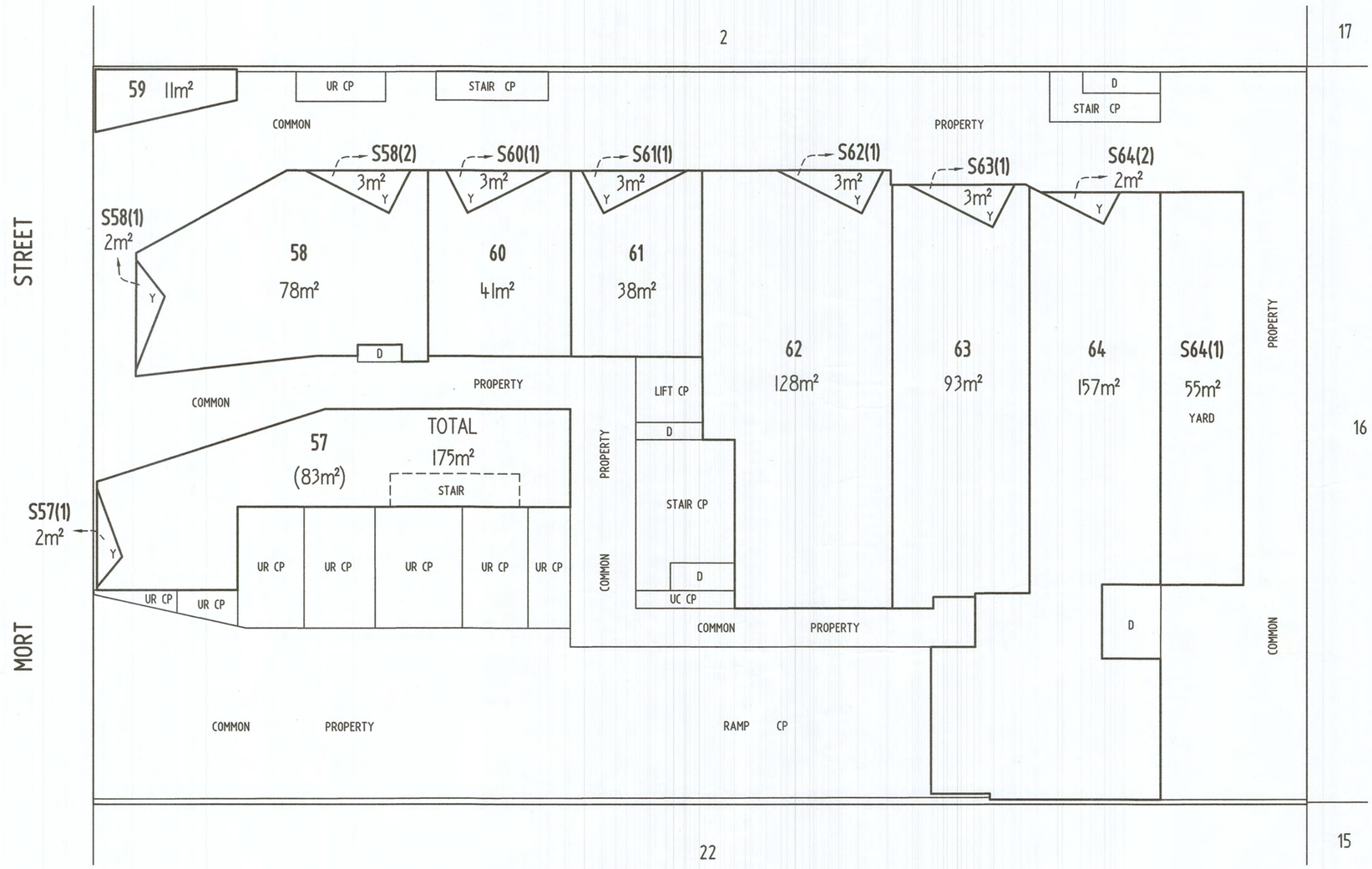
SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

UNITS PLAN No.
4800



0 5 10 METRES

Graphic bar scale - SCALE 1: 150

Form 3

Form 091 - FP

REF: 19100 UP

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

Sheet No. 9 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
GROUND

IVAN BULUM
328 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

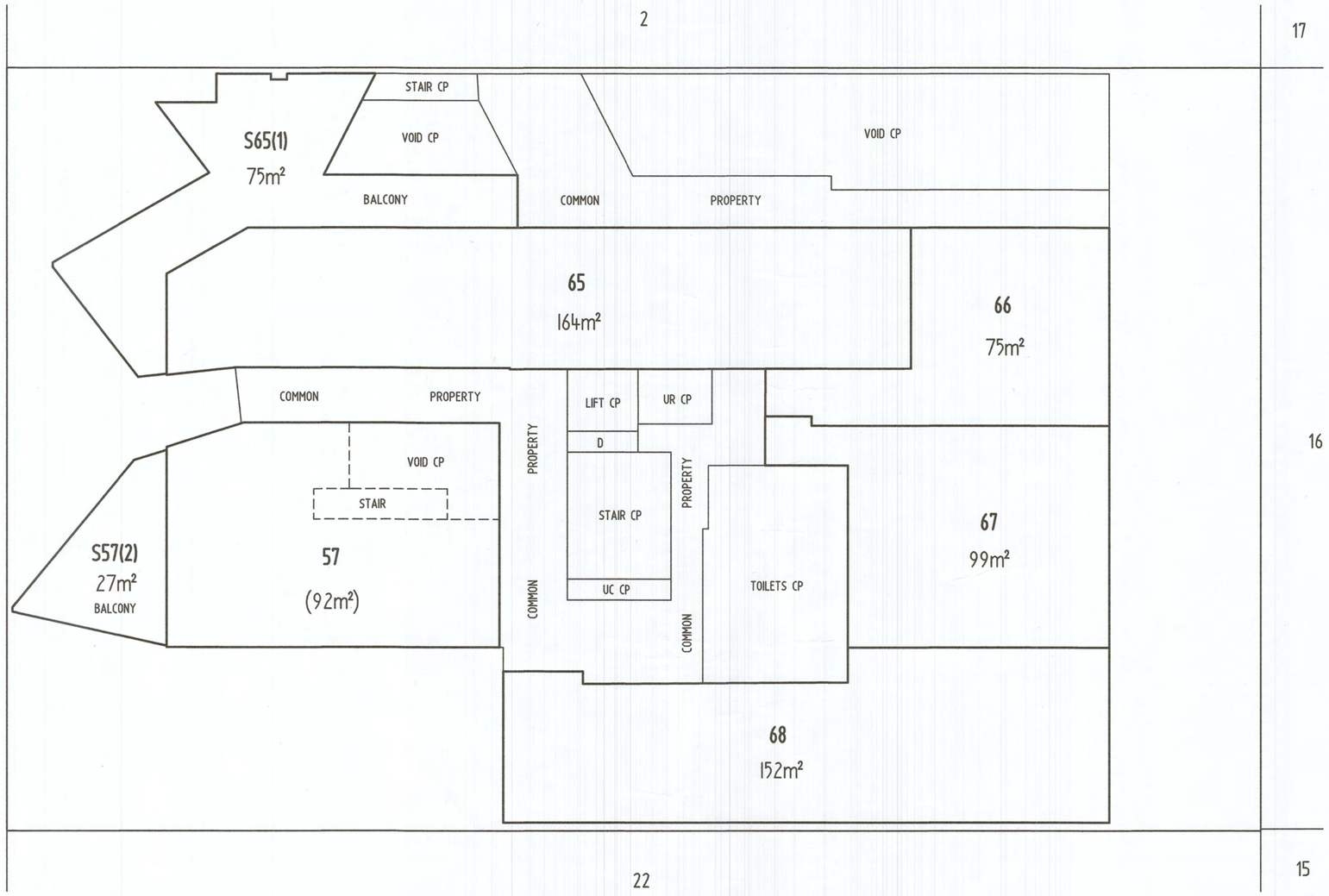
SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

UNITS PLAN No.
4300



Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 150

REF: 19100 UP

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

Sheet No. 10 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
FIRST

IVAN BULUM
328 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

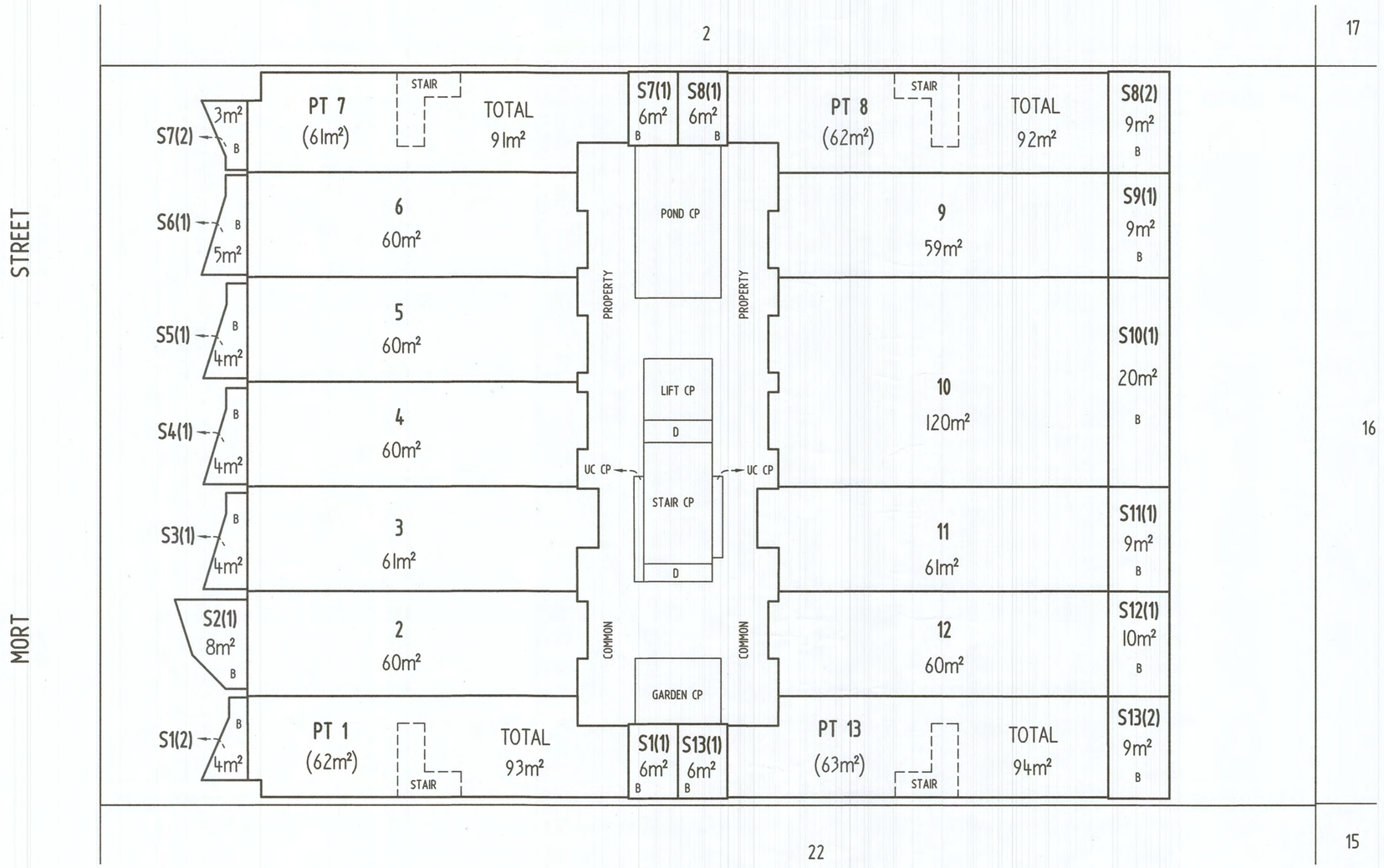
SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

UNITS PLAN No.
4800



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

Sheet No. 11 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
SECOND

IVAN BULUM
328 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

Form 3

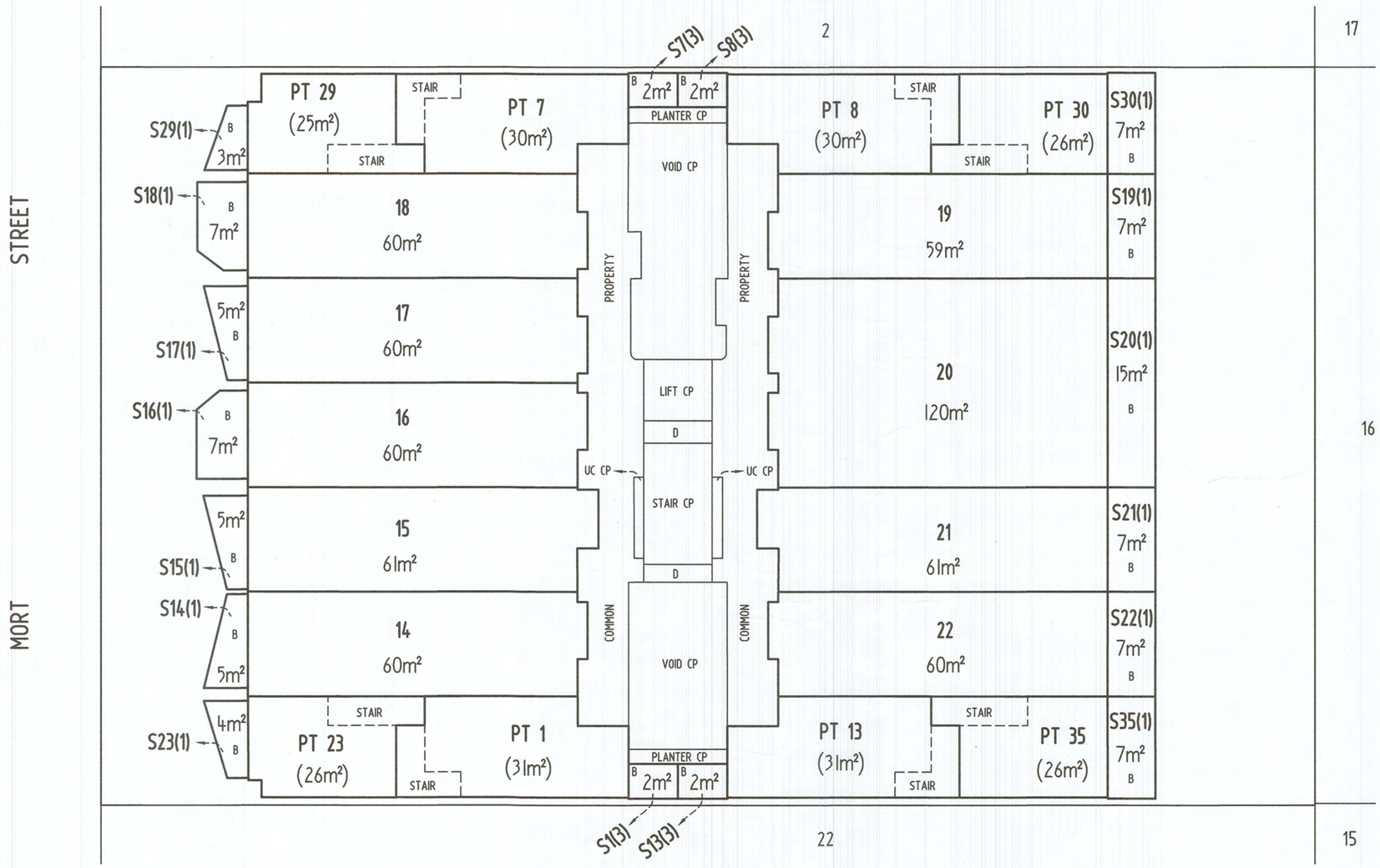
Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 150

UNITS PLAN No.
4800

REF: 19100 UP



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

Sheet No. 12 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
THIRD

IVAN BLUM
328 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

Form 3

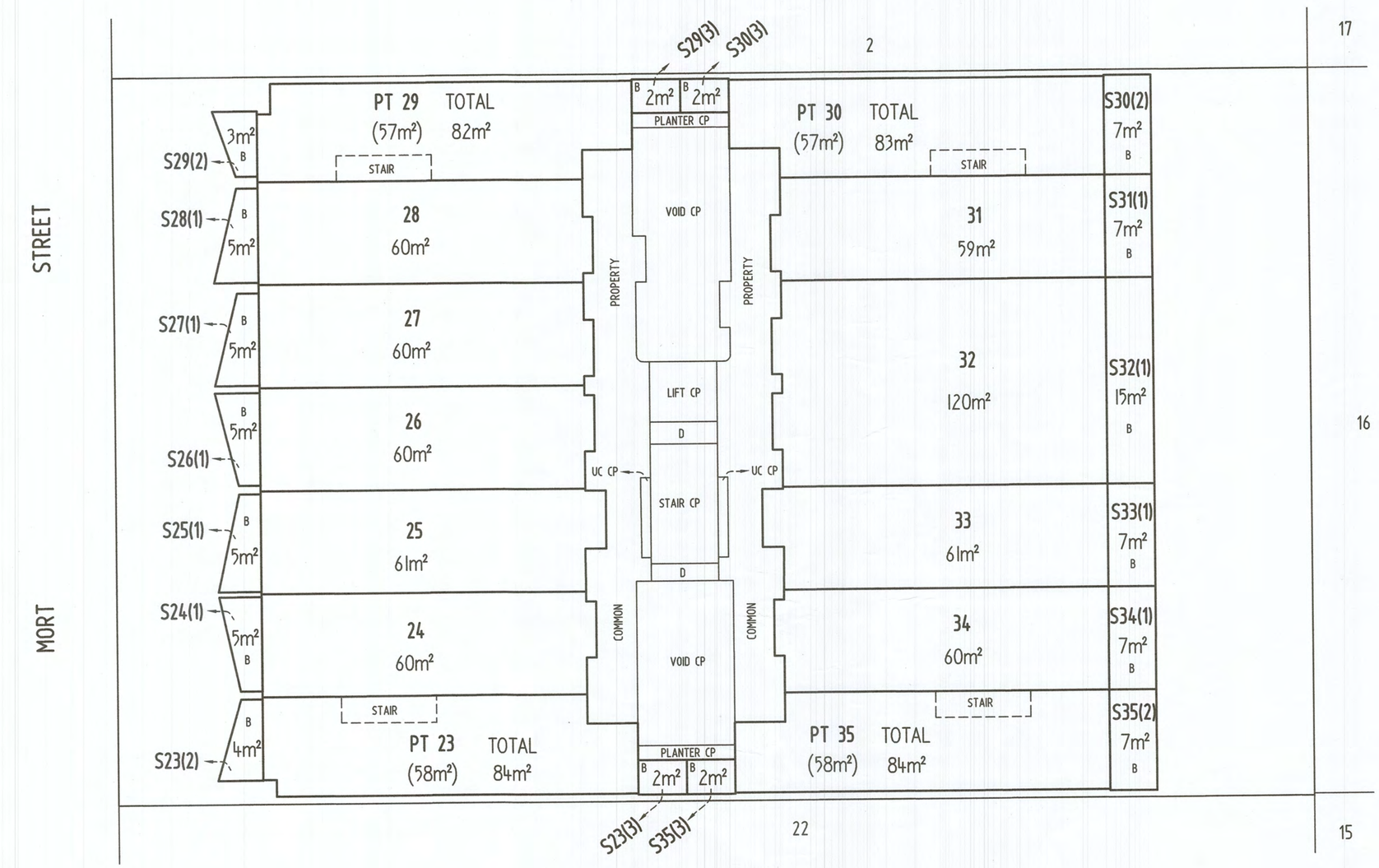
Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 150

UNITS PLAN No.
4300

REF: 19100 UP



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

Sheet No. 13 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
FOURTH

IAN BULLM
328 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

UNITS PLAN No.
4900

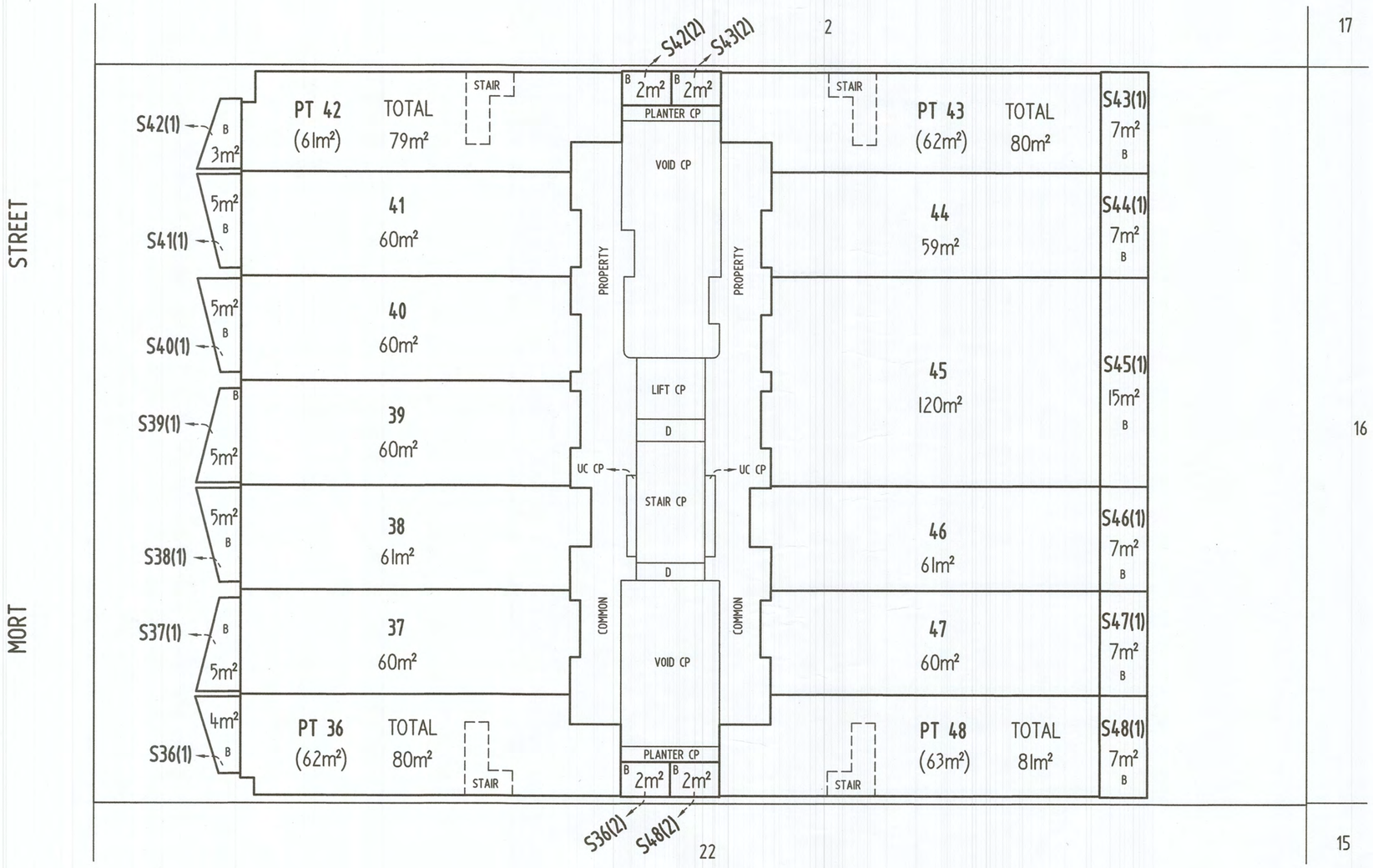
Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 150

REF: 19100 UP



0 5 10 METRES

Graphic bar scale - SCALE 1: 150

Form 3

Form 091 - FP

REF: 19100 UP

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

Sheet No. 14 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
FIFTH

IVAN BULUM
328 BT PTY LTD
ABN: 166 009 010
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

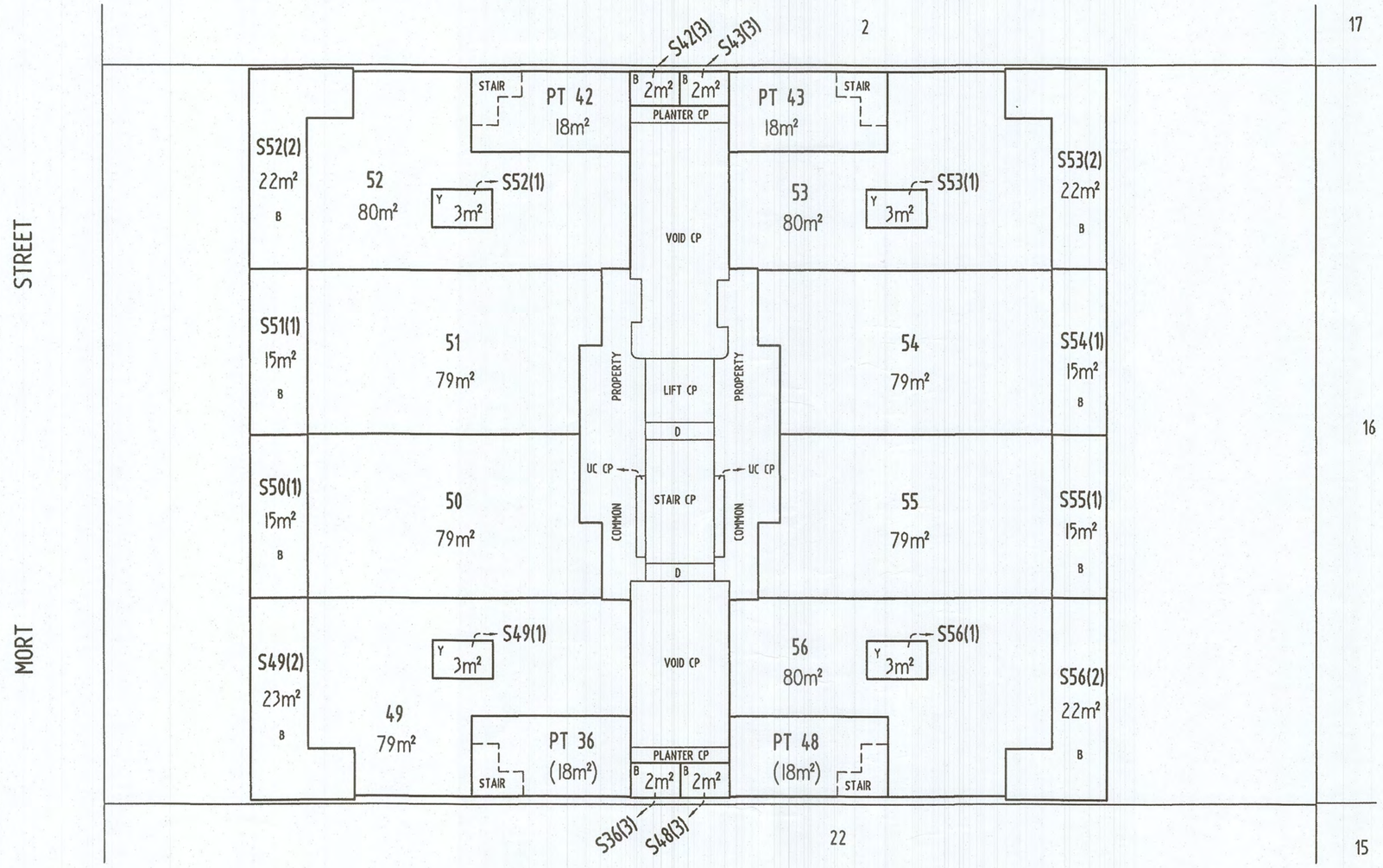
SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

UNITS PLAN No.
4800



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

Sheet No. 15 of 33

FLOOR PLAN

Block
21

Section
28

Division
BRADDON

FLOOR NUMBER
SIXTH

IVAN BULUM
B28 BT PTY LTD
ACN: 166 009 016
SOLE DIRECTOR

328 BT PTY LIMITED
Signature of Lessee

SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 5 FOR LEGEND

UNITS PLAN No.
4800

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 150

REF: 19100 UP

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4800

Block 21 Section 28 Division of BRADDON

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 twenty seventh day of March Two thousand one hundred and seven.

RENT

2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.

3. Each Lessee of each of the Units Nos 1 - 68 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

   (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

   (b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

PURPOSE (c) To use Units 1 to 68 for one or more of the following purposes:

(i) car park;
(ii) commercial accommodation use EXCLUDING tourist resort;
(iii) community use LIMITED TO community activity centre, community theatre, cultural facility, educational establishment FURTHER LIMITED TO adult education only; and health facility;
(iv) craft workshop PROVIDED THAT a craft workshop may address the street frontage to Mort Street at the ground floor level where it is combined with one or more other uses permitted herein;
(v) industrial trades;
(vi) light industry;
(vii) non retail commercial use PROVIDED THAT offices at the ground floor level of any building do not occupy more than a combined length of eight (8) metres of the street frontage to Mort Street;
(viii) produce market;
(ix) residential use LIMITED TO multi-unit housing PROVIDED THAT multi-unit housing is prohibited at the ground floor level and first floor level of the premises;
(x) restaurant;
(xi) shop PROVIDED THAT the combined gross floor area for shops selling food, including supermarket, is not more than 200 square metres; and
(xii) warehouse;

PROVIDED ALWAYS THAT:

(A) upon the use of the premises for community use, multi-unit housing, and/or serviced apartments, the use of the premises for industrial trades, light industry, and/or warehouse is not permitted;

(B) not less than two (2) tenancies or businesses address the street frontage to Mort Street at the ground floor level of the premises;

NOISE MANAGEMENT PLAN (d) That the Lessee must, prior to the use of the premises for restaurant, implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority or its successor;

UNIT SUBSIDIARY	(e)	Not to use any unit subsidiary to that unit as a habitation;
SERVICE AREAS	(f)	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	(g)	That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(h)	That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
REPAIR	(i)	That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
FAILURE TO REPAIR	(j)	If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

(k) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES

(l) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

(m) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:

(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or

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

MINERALS AND WATER

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

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

QUIET ENJOYMENT

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

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

TERMINATION

(a) That if:

(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

(ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or

(iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within

a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE OF RENT (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

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

6. In this schedule unless the contrary intention appears:

(a) "apartment" means a dwelling located within a building containing two or more dwellings and which is not an attached house;

(b) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(c) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

(d) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:

(i) a large area for handling, storage or display; and/or

(ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;

(e) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;

(f) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;

(g) "caravan park/camping ground" means the use of the parcel of land for the placement of caravans or tents for the purpose of temporary accommodation and may include cabins for overnight and holiday accommodation, amenity buildings, recreational and entertainment facilities, manager's office and residence and shops which cater for the occupants of the caravan park/camping ground;

(h) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;

(i) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants

of the premises but, which is also available for use by non occupant members of the public;

(j) "commercial accommodation use" means guest house, hotel, motel, serviced apartment, tourist resort, but does not include a caravan park/camping ground or a group or organised camp;

(k) "community activity centre" means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;

(l) "community theatre" means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;

(m) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, and religious associated use;

(n) "cultural facility" means the use of the parcel of land 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;

(o) "craft workshop" means the use of the parcel of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;

(p) "department store" means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;

(q) "dwelling":

(i) means a class 1 building, or a self-contained part of a class 2 building, that:

(A) includes the following that are accessible from within the building, or the self-contained part of the building:

(1) not more than 2 kitchens;

(2) at least 1 bath or shower;

(3) at least 1 toilet pan; and

(B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

(ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

(r) "educational establishment" means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;

(s) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;

(t) "group or organised camp" means the use of the parcel of land for the purpose of providing short term accommodation and recreation facilities by a body of persons associated together for the physical, cultural, spiritual or intellectual welfare of the community;

(u) "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 any area used solely for rooftop fixed mechanical plant and/or basement car parking;

(v) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;

(w) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to outpatients only;

(x) "hotel" means the use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;

(y) "industrial trades" means the use of the parcel of land for the selling, hiring or servicing of goods or materials for industrial, agricultural, construction, transport or like purposes where:

(i) large area for handling, storage or display is required; and/or

(ii) the activity carried out has the potential to have an environmental impact similar to industry in terms of traffic and parking generation, noise and air pollution, and visual impact;

(z) "industry" means the use of the parcel of land for the principal purpose of manufacturing, assembling, altering, repairing, renovating, ornamenting, finishing, cleaning, washing, winning of minerals, dismantling, processing or adapting of any goods or any articles;

(aa) "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;

(bb) "light industry" means an industry, not being a general, offensive, hazardous or mining industry, in which the processes carried on, the transportation involved or the machinery or materials used do not interfere with the

amenity of the locality by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit oil or otherwise. The use includes a craft workshop;

(cc) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;

(dd) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;

(ee) "non retail commercial use" means business agency, financial establishment, office, and public agency;

(ff) "office" means the use of the parcel of land 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;

(gg) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;

(hh) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(ii) "produce market" means the use of the parcel of land for the sale from market buildings or stalls of fruit and vegetables and other primary produce and may include the sale of other products, which complement this primary purpose;

(jj) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;

(kk) residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing, and supportive housing;

(ll) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;

(mm) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;

(nn) "serviced apartment" means an apartment that is used as a commercial accommodation unit;

(oo) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a selfservice basis;

(pp) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;

(qq) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;

(rr) "Territory" means:

(i) when used in a geographical sense the Australian Capital Territory; and

(iii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

(ss) "tourist resort" means the use of the parcel of land 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, service station, tourist accommodation and the retail sale of arts and crafts, souvenirs, antiques and the like;

(tt) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on

a part of the relevant parcel of land shown on the Units Plan as a unit;

(uu) *"unit subsidiaries" has the same meaning as in the* Unit Titles Act 2001;

(vv) "warehouse" means the use of the parcel of land for the purposes of the bulk sale of goods to be retailed by others or the bulk storage of goods, merchandise or materials pending their sale and distribution to persons engaged in the retail trade but does not include premises used for the purpose of bulk storage of calcium carbide, flammable liquid, solid fuel, gas, hide, skins, tallow, bones, or motor vehicles for recovery of spare parts or accessories;

(ww) words in the singular include the plural and vice versa;

(xx) words importing one gender include the other genders;

(yy) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Twenty Third day of December 2019.

SAMUEL ZELLER

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

LESSEE: **328 BT PTY LIMITED ACN 166 009 016**

SOLE DIRECTOR.

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4800

Block 21 Section 28 Division of BRADDON

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 twenty seventh day of March Two thousand one hundred and seven.

2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.

3. That:

   (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");

   (b) the service provider may:

      (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and

      (ii) do anything reasonably necessary for that purpose, including without limitation:

         (A) entering or passing through the parcel of land;

         (B) taking anything on to the parcel of land; and

         (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

(c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:

(i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and

(ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

(d) Clause 3(c)(ii), does not require the service provider to restore:

(i) the parcel of land to a condition that would result in:

(A) an interference with:

(1) any service on or through the parcel of land; or

(2) access to any service on or through the parcel of land; or

(B) a contravention of a law of the Territory; or

(ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;

(e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;

(f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and

(g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners - Units Plan No.4800 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

(a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;

(b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the

Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;

(c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;

(d) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

(e) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

(f) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

(g) except where necessary for compliance with Clause 4(f) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;

(h) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within

the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

(i) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;

(j) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;

(k) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:

(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or

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

(l) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:

(a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

(b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

(c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

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

6. In this schedule unless the contrary intention appears:

(a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

(c) "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 any area used solely for rooftop fixed mechanical plant and/or basement car parking;

(d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4800 ';

(e) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

(g) "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);

(h) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;

(i) words in the singular include the plural and vice versa;

(j) words importing one gender include the other genders;

(k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Twenty Third day of December 2019.

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

LESSEE: **328 BT PTY LIMITED ACN 166 009 016**

Sole Director.

ACT Government

Access Canberra.

LAND TITLES

Chief M... SR$3343976 09/10/2024 09:06:23 ...rate

SPECIAL R... 3343976 ...ION

Land Titles Act 1925

094 - SR

LODGING PARTY DETAILS			
Name	**Email Address**	**Customer Reference Number**	**Contact Telephone Number**
Bright & Duggan P/L	**customercare@bright-duggan.com.au**		**02 6156 3305**

TITLE AND LAND DETAILS				
Volume & Folio	**District/Division**	**Section**	**Block**	**UNITS PLAN NUMBER**
2443:90	**BRADDON**	**28**	**21**	**4800**

DETAILS OF RULES BEING REGISTERED	**DATE MEETING HELD** (must be registered within 3 months)
UP4800 Rules	**18/06/2024**

SUPPORTING DOCUMENTATION (Please select appropriate item – Original signed copy must be supplied)	**COMMON SEAL OF OWNERS CORPORATION** (Seal may be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☒ Sealed copy of Alternate Rules ☐ Other (specify) -	THE OWNERS - UNITS PLAN No. 4800 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

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

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

Signed By:

Aislinn Elise Clifford
Senior Assistant & Operations

Victoria Alice Sullivan

for: *Bright & Duggan Pty Ltd*

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	LMT	Registration Date	16/10/2024

VOI category 1 sighted

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)

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)
2443:90	**BRADDON**	**28**	**21**	**UP4800**	

ANNEXURE TO (insert dealing type)	**TOTAL NUMBER OF PAGES IN ANNEXURE**
Special Resolutions by Owners Corporation	**71**

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners Corporation of UP4800 and Bright & Duggan

bright & duggan

australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 4800

32 Mort Street, BRADDON, ACT, 2612

Meeting Date:	Tuesday 18 June 2024
Time:	05:30 PM Reduced Quorum 6:00 PM
Address:	Online Meeting https://www.microsoft.com/microsoft-teams/join-a-meeting
Present:	Ssu Yao Hwang & Olivia Berry (Lot 10) Owner present James Joseph English & Lauren Jane Moore (Lot 13) Owner present Soo Hyeon Choi (Lot 27) Owner present Anthony Charles Warnock & Sandra Lea Warnock & Aimee Warnock (Lot 33) Owner present Anthony Charles Warnock & Sandra-Lea Warnock (Lot 36) Owner present Yumo Dong & Xiaoxue Zhao (Lot 43) Owner present Megan Randall Websdale (Lot 45) Owner present Richard Rowe (Lot 49) Owner present (pre-voted) Heath Gregory Penwill (Lot 52) Owner present (pre-voted) Troy Arthur James Fletcher (Lot 54) Owner present Amit Pratap & Promila Pratap (Lot 60) Owner present (pre-voted) Elliot Braddon Holdings Pty Ltd & Gray Braddon Holdings Pty Ltd (Lot 64) Owner present ASREN SMSF Pty Ltd (Lot 65) Owner present (pre-voted) Virginia Sinlao representing Bright & Duggan (ACT)
By proxy:	Superatreya Property BT Pty Ltd as bare trustee for Superatreya Pty Ltd as trustee for Superatreya Superannuation Fund (Lot 68) to Sandra Warnock.
Absentee votes:	Simon Evans (Lot 1) Electronic vote

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Yuan Chen (Lot 6) Electronic vote
Hengfeng Investments (Australia) Co Pty Ltd (Lot 7) Electronic vote
Hongzhang Xu (Lot 17) Electronic vote
Eugene Gregory Van Leest (Lot 18) Electronic vote
Vincent Terrence Mamo & Briony Louise Mamo & Catherine Lynne Mamo (Lot 29) Electronic vote
Xinghua Mai (Lot 37) Electronic vote
Connor Hollis Dyson (Lot 53) Electronic vote

Chairperson:	Sandra Lea Warnock
Apologies:	No apologies received
Quorum:	The quorum is not achieved, the meeting proceeded with a reduced quorum at 6:00 PM.

NOTICE OF REDUCED QUORUM DECISIONS

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 limitations.

- *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).*

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).*

Motions

1. Election of Chair

That the Owners Corporation of UP4800 elect a member to preside as Chairperson at this meeting.

Sandra Warnock chaired the meeting.

2. Acceptance of Proxies, Apologies, and Absentee Votes

That the Owners Corporation of UP4800 consider accepting the nominated proxies, acknowledge the absentee votes, and apologies received prior to the start of the meeting.

The proxies presented were accepted. We will finalise the absentee votes once we have tallied the attendees and the 12 electronic pre-votes that were received and acknowledged.

Manager's note: Out of the 12 electronic pre-votes received, 2 were from non-financial voters. According to the Unit Titles (Management) Act 2011, their votes will not be counted if the resolutions are ordinary and special.

3. Executive Committee Chairperson's Report - Acknowledgement

The Chairperson's report offers a comprehensive summary of the actions and determinations made by the Executive Committee for the 2023 term on behalf of the Owners Corporation of UP4800.

The meeting acknowledged the report.

Manager's note: The owners expressed their appreciation for the executive committee's volunteer work in the Yamaroshi community.

4. Minutes

Motion 1: That the minutes of the last Annual General Meeting held on 27 April 2023 of the Owners Corporation of UP4800 be adopted as a true and accurate record of the proceedings of that meeting.

Moved by: S. Warnock
Seconded by: R. Rowe

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

5. Financial Statements

Motion 2: That the attached statements of key financial information of UP4800 for the financial year ending on 31/12/23 for the administrative fund, the sinking fund and any other fund held by the Owners Corporation, be adopted.

Moved by: S. Warnock
Seconded by: A. Cunich

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

6. Audit Acknowledgement

The Executive Committee of UP4800 undertook the 2023 audit to ensure that all practices and processes have been carried out correctly.

The audit report from Kelly & Partners was acknowledged.

7. Financial Audit

Motion 3: That the Owners Corporation of UP4800 authorises the Executive Committee to obtain an audit for the financial statement for the year ending on 31/12/2024 and this will be displayed as an annual budgeted item.

Moved by: S. Warnock
Seconded by: T. Fletcher

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

8. Renewal Strata Management Agreement

Motion 4: That the Owners Corporation for Units Plan 4800 resolves:

a) to renew the strata management agency agreement with Bright & Duggan (ACT) Pty Ltd as its managing agent, for a period of 36 - months, and delegates functions to it on the terms and conditions as set out in the agreement attached to the notice of this meeting; and
b) to nominate and authorise 2 owners or members of the Executive Committee to execute and affix the common seal to the agreement; and
c) that the strata management fee be $28,900.00 inc GST per annum, commencing on 1 March 2024.

Moved by: S. Warnock
Seconded by: M. Websdale

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

9. Insurance Certificate - Acknowledgement

That the current insurance of the Owners Corporation of UP4800, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0000023535	CHU Underwriting Agencies	7-Jan-25	BUILDING	$ 39,690,000.00
			PUBLIC LIABILITY	$ 30,000,000.00
			COMMON AREA CONTENTS	$ 396,900.00
			LOSS OF RENT	$ 5,953,500.00
			FIDELITY GUARANTEE	$ 250,000.00
			WORKERS COMPENSATION	Insured
			VOLUNTARY WORKERS	$200,000.00 / $2,000.00
			OFFICE BEARERS	$ 5,000,000.00
			GOVERNMENT AUDIT COS	$ 25,000.00
			WH&S APPEAL EXPENSES	$ 100,000.00
			LEGAL EXPENSES	$ 50,000.00
			LOT OWNERS IMPROVEME	$ 250,000.00
			FLOOD	Insured

TOTAL PREMIUM: $66,747.55

Excess $5,000 All Claims & Unoccupancy
Excess $1,000 Legal
Expense

The insurance certificate was acknowledged.

10. Insurance - Valuation

Motion 5: That the Owners Corporation for 4800 resolves to either carry out a building valuation for insurance purposes or adjust as per renewal, noting the previous valuation from QIA Group Pty Ltd was prepared on 21/3/23, and authorises the Executive Committee to endorse or adjust the sim insured in accordance with the new valuation or adjust the sum insured in accordance with the new valuation or endorsement of the renewal and for the managing agent to adjust as instructed.

Please make sure to cast your vote in favour of this motion by selecting "YES." In the Alternatives section, you may then opt for either Option A or Option B based on your personal preference.

Please ensure to vote for this motion, additionally under Alternatives, choose either Option A or Option B for reference.

Moved by: S. Warnock
Seconded by: H. Penwell

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Alternatives for Insurance - Valuation

Obtaining an insurance valuation is essential for the Owners Corporation to protect themselves and their owners from financial losses in the event of damage or destruction to the property. Knowing that the property is adequately insured provides owners peace of mind and helps protect their investment in the property.

Please ensure to choose either Option A or Option B to vote.

(Option A)
That the Owners Corporation for Units Plan 4800 obtains an insurance valuation and the level of insurance be adjusted upon renewal to the figure as suggested by the valuation and in consultation with the Executive Committee.
(Option B)
That the level of insurance be adjusted upon renewal in consultation with the Executive Committee.

'OPTION A' has been selected with the highest votes.
VOTES A: 9 B: 1

2 invalid vote(s) - 2x non-financial

Manager's note: The meeting was decided by a majority vote that the Owners Corporation would go with Option A to obtain an insurance valuation.

11. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of UP4800 have no new or outstanding Insurance Claims.

12. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of UP4800 has outstanding maintenance issue that are waiting to be actioned.

- Builder's building defect, still waiting to be completed.
- Addressing the installation of the exhaust discharge unit.
- Cladding, where the black faced aluminium composite panels containing 27% Polyethylene installed forming a parapet capping to the level 1 balconies on the western elevation shall be removed and replaced with a product deemed non-combustible.

Manager's note: During the meeting, it was discussed that the owner of Lot 57 needs to perform repairs to the common property due to damage caused during the initial fit-out for the Thai restaurant tenancy. Images have been provided displaying the damage, including holes in the common property's bin enclosure and other affected areas. The unauthorised works carried out on the common property include damage to the concrete slabs with multiple cores drilled, significant plumbing installed in the waste rooms below the tenancy, as well as cores and plumbing works connected to common property in the basement, and damage to the wall above the waste rooms where a hot water service was installed.

THE OWNERS - UNITS PLAN No. 4800 Common Seal

13. Maintenance Plan

Motion 6: That the Owners Corporation of UP4800 resolves to adopt the current building maintenance plan, noting the previous plan from QIA Group Pty Ltd was prepared on 22/10/21.

Moved by: S. Warnock
Seconded by: A. Cunich

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 1	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

14. Sinking Fund Plan

Motion 7: That the Owners Corporation for Units Plan 4800 resolves to adopt the current 10-year Sinking Fund plan for commencement from the first date of the next financial year and:

a) obtain quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan;
b) delegate to the strata committee to consider the quotations and engage a consultant.
c) delegate to the strata committee to appoint a liaison to meet with the consultant; and
d) delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule), to undertake any of the above.

Moved by: S. Warnock
Seconded by: S. Choi

Motion CARRIED.

VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800
Common Seal

15. Split of Commercial and Residential Expenditure for Cleaning

Motion 8: That the Owners Corporation of UP4800, resolves to distinctly identify the Commercial and Residential expenditures for Cleaning.

Description	Residential Budget 2024	Commercial Budget 2024	Commercial Budget Toilet Clean Weekends 2024
	01/01/24-31/12/24	01/01/24-31/12/24	01/01/24-31/12/24
ADMINISTRATIVE FUND			
EXPENDITURE - ADMIN. FUND			
CLEANING - RESIDENTIAL	$ 30,030.00		
COMMERCIAL CLEANING		$ 26,025.00	
CLEANING - TOILETS/WASHROOM (Weekend)			$ 6,006.00
CLEANING MATERIALS		$ 8,800.00	
CLEANING SANITARY BINS		$ 2,900.00	
COMMERCIAL CLEANING - WINDOW		$ 6,150.00	
TOTAL ADMIN. EXPENDITURE	$ 30,030.00	$ 43,875.00	$ 6,006.00

Moved by: A. Cunich
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Manager's Note: The owners of the commercial spaces have asked for paper towels and holders to be provided in all common area commercial toilets. It has also been observed that the hand dryers emit a loud noise that affects the nearby commercial spaces on the first level. **Action Item**: Strata manager is to explore alternative options from Maritex.

16. Additional Commercial Levy Contribution for Weekend Clean

Motion 9: That the Owners Corporation for Units Plan 4800 resolves to determine the expenditure of $6006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends.

This expense will be budgeted and maintained annually until there is a change in tenancy or trading hours.

Moved by: R. Rowe
Seconded by: A. Cunich & A. Pratap

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Manager's Note: The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site attendance by cleaners and the building manager, especially at the beginning of each week.

It's important to note that the responsibility for cleaning the common property toilets on weekends falls on the commercial occupants conducting business on weekends (this applies to Lot 63 at this stage). To address ongoing complaints from commercial tenants and ensure fair usage of the bathroom facilities among businesses, the Owners Corporation (OC) will attribute costs associated with weekend usage based on access codes for the doors. This will help the OC determine which commercial tenancies are using the bathroom facilities over the weekend.

17. Administrative Fund Expenditure Budget

Motion 10: That the proposed Administrative Fund Expenditure Budget for UP4800 of $266,200.00 inc. GST and the following:

- Residential $33,033.00 inc. GST
- Commercial $55,000.00 inc. GST

For the period 1 January 2024 - 31 December 2024 be accepted.

Moved by: R. Rowe
Seconded by: A. Cunich

Motion CARRIED.

VOTES.	FOR: 9	AGAINST: 0	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

18. Sinking Fund Expenditure Budget

Motion 11: That the proposed Sinking Fund Expenditure Budget for UP4800 of $53,900.00 inc. GST for the period of 1 January 2024 to 31 December 2024 be accepted.

Moved by: R. Rowe
Seconded by: A. Cunich

Motion CARRIED.

VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

Manager's Note: The common property front door requires replacement due to broken door hinges. The door frames were imported from China and parts are not available in Australia. Moreover, the doors are of poor quality and have bowed. To address security concerns, an automatic door closer will be installed to prevent visitors and residents from pushing the door to a locked open position, thereby reducing the risk of theft and damage.

THE OWNERS - UNITS PLAN NO. 4800
Common Seal

19. Levy Contribution Period

Due to our current end-of-year falling during the Christmas break and the difficulty in arranging the AGM, the Executive Committee is proposing changes to the current Levy Period. Instead of commencing on 1 January of every year, it will commence on 1 April of every year. The amended Levy Period for the following year and every year will be:

1. - 1 April to 30 June
2. - 1 July to 30 September
3. - 1 October to **31** December
4. - 1 January to **31** March

Motion 12: **Amended -** That the Owners Corporation of UP4800 has agreed to these changes, which will result in an interim levy being applied.

Moved by: S. Warnock
Seconded by: T. Fletcher

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's note: The amendment changes the last days of December and March to 31 instead of 30.

20. Interim Levy

Motion 13: **Amended -** That the Owners Corporation accepts the amended Interim Levy for this financial year and the Levy Period will be, as follows:

1. 1 April to 30 June
2. 1 July to 30 September
3. 1 October to 31 December
4. 1 January to 31 March (Interim Levy)

Moved by: S. Warnock
Seconded by: T. Fletcher

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's note: The amendment changes the last days of December and March to 31 instead of 30.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

21. Levy Contributions

Motion 14: That the Owners Corporation for Units Plan 4800 determines an Administrative Fund Contribution of $266,200.00 inc. GST and a Sinking Fund Contribution of $53,900.00 inc. GST to be contributed in accordance with the unit entitlements.

The split of commercial and residential expenditure means there would be a levy contribution for:

- Residential: - $33,033.00 inc. GST
- Commercial: - $48,393.40 inc GST
- Commercial: - $6,606.60 inc GST (additional weekend clean)

Amended: Payment to be made on 8 July 2024, 1 August 2024, 1 October 2024, and 1 January 2025.

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued	1/01/2024	30/04/2024	8/07/2024	$88,733.33	$17,966.67
To be Issued	1/05/2024	31/08/2024	15/07/2024	$88,733.33	$17,966.67
To be Issued	1/09/2024	31/12/2024	1/09/2024	$88,733.34	$17,966.66
Total	1/01/2024	31/12/2024		**$266,200.00**	**$53,900.00**

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued	1/01/2025	30/04/2025	1/01/2025	$66,550.00	$13,475.00
Total	1/01/2025	30/04/2025		**$66,550.00**	**$13,475.00**

Moved by: L. Moore
Seconded by: H. Penwell

Motion CARRIED.
VOTES FOR: 8 AGAINST: 0 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

22. Payment Plan for Levy Arrears

Motion 15: That the Owners – Units Plan 4800 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Moved by: L Moore
Seconded by: H. Penwell

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

23. Debt Collection

Motion 16: That the Owners Corporations for Units Plan 4800 for the purpose of collecting levy contributions to authorises the Strata Manager and/or the Executive Committee to do any one or more of the following:

a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
b. To obtain legal advice and retain representation by engaging the services of Grace Lawyers on behalf of The Owners Corporation – Units Plan No 4800.
c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs, and matters arising out of the by-laws.
d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings.

Moved by: S. Warnock
Seconded by: O. Berry

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

24. UP4800 Rules Amendment - Erection & Alteration Additional Conditions

Motion 17: That Rule 1.4 of the Default Rules be amended to read as follows:
Rule 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 obtained in an ordinary resolution 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.
(a) Non-compliance Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the Unit Titles Management Act 2011. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

Moved by: R. Rowe
Seconded by: L. Moore

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

25. UP4800 Rules Amendment - Short - Term Rentals

Motion 18: That the Owners Corporation for Units Plan 4800 has resolved to include the Short-Term Rental Policy. It is crucial to consider the impact of short-stay accommodation in our Yamaroshi Community. While it may bring additional income to the Unit Owner of the Short-Term Rental, it also poses risks and challenges that can affect the safety, security, and reputation of our building. The supporting information sheet outlines the key reasons why a short-term rental policy is crucial for our building and why it should be included in any short-term rental property and to implement this policy.

Moved by: S. Warnock
Seconded by: O. Berry

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 1	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

26. UP4800 Rules Amendment - Hazardous & Dangerous materials Basement and Common Property

Motion 19: **Amended -** That the Owners Corporation of Units Plan 4800 resolves to implement a **policy** Hazardous and Dangerous materials stored in the Basement and/or the Common Property areas. The implementation of this policy is crucial to mitigate these risks and ensure the safety and well - being of all owners and occupiers, visitors, and other members of the Yamaroshi Community, and the environment.

Moved by: R. Rowe
Seconded by: L Moore

Motion CARRIED.

VOTES	FOR: 9	AGAINST: 0	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

27. UP4800 Rules Amendment - Charging E - Bikes and E - Scooters or usage of Lithium-ion batteries

Motion 20: That the Owners Corporation of Units Plan 4800 implements the following rules regarding the charging of e-bikes, e-scooters, and lithium-ion batteries:

1. Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.
2. Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
3. E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
4. Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
5. Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

Moved by: S. Warnock
Seconded by: L. Moore

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

28. UP4800 Rules Amendment - Move In and Move Out

Motion 21: That the Owners Corporation of Units Plan 4800 resolve to recognise the move in/move out within the complex can have an impact on the safety, security, and well - being of all owners and occupiers as well as the value and reputation of our building.

Moved by: L. Moore
Seconded by: R. Rowe

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 1	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

29. UP4800 Rules Amendment - Access Devices

Motion 22: That the Owners Corporation of Units Plan 4800 resolves to implement the Building Security and Access Control Policy.

The Policy is to ensure the safety and security of our building and occupants and aims to reduce the risk of unauthorised entry into our building, and implement safety measures in case of emergencies, such as lost or stolen keys.

Moved by: S. Choi
Seconded by: L Moore

Motion CARRIED.

VOTES	FOR: 9	AGAINST: 0	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

30. UP4800 Rule Amendments and Additions

Motion 23: The Units Titles (Management) Regulation 2011, which took effect in 1 July 2023, included various amendments to the Unit Titles Act 2011. In line with this amended Act, the following motions are proposed for the Owners Corporation of Unit Plan 4800:

1. That the Owners Corporation for Units Plan 4800 adopts the Unit Plan 4800 Rules as attached, and that these rules be registered.
2. That the Owners Corporation for Unit Plan 4800 adopt the amended Default Rules of the Unit Titles (Management) Regulation 2011.

Moved by: L. Moore
Seconded by: S. Warnock

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 1	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

31. Conversion of Pond Area to Zen Garden

Motion 24: That the Executive Committee proposes transforming the existing pond area into a functional, low-maintenance Zen Garden to mitigate a significant waterproofing risk, enhance property value, and reduce the owners' exposure to future high maintenance costs. With a proposed budget of up to $6,000, we seek the Owners Corporation's approval to utilise last year's allocated $5,000, along with additional funds, for the set up and ongoing upkeep of the garden.

Moved by: R. Rowe
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Alternatives for Conversion of Pond Area to Zen Garden

(Option A)
The Executive Committee (EC) re-proposes converting the existing pond area, a significant waterproofing risk, into a functional, low maintenance Zen Garden. Despite no opposing feedback at the 2023 AGM, the previous motion was not passed, and it has since been clear that the costs linked to maintaining the pond.
are unsustainable.

(Option B) Should the primary motion be defeated, a subcommittee will be formed to engage the community further, exploring alternative solutions. This step is vital to avoid a stalemate that would require mediation or escalation to resolve.

The meeting confirms that Option B is carried by a majority vote.

32. Election of Executive Committee

Motion 25: That the Owners Corporation of Units Plan 4800 resolves to elect the executive committee as follows:

a) the chairperson is to announce the names of candidates nominated in writing and eligible for election to the executive committee.
b) the chairperson is to call for any oral nominations of candidates eligible for election to the executive committee; and
c) the owner's corporation to determine the number of executive committee members and elect the members.

Moved by: R. Rowe
Seconded by: L Moore

Motion CARRIED.
VOTES FOR: 8 AGAINST: 0 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

The nominated Executive Committee 2024/2025:

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Executive Committee Members	Lot Number
Ssu (Tomy) Hwang	10
James English	13
Sandra Warnock	36
Heath Penwill	52
Troy Fletcher	54
Alexandra Elliott	64
Andrew Cunich	65
Bobby Patel	68

33. Special Privileges Installation of Balcony Louvre System at Units 601 and 604, under Sustainability and Utility Infrastructure on Common Property

Motion 26: That the Owners of Lot 49 (Unit 601) Richard Rowe and Lot 52 (Unit 604) Heath Penwill, seeks approval from the Owners Corporation for the installation of Option A the louvre system at Units 601 and 604, subject to DA approval. The Executive Committee, excluding any members who are residents of or have direct interests in Units 601 and 604, is nominated to have the final authority to approve the specific details of the installation to avoid any actual or perceived conflicts of interest.

Moved by: L. Moore
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 7 AGAINST: 0 ABSTAINED: 3

2 invalid vote(s) - 2x non-financial

Manager's note: Once the owners of Lot 49 and Lot 52 receive the DA approvals, they will provide them to the Strata Manager and the Executive Committee as required.

34. General Business

- During the meeting, it was mentioned that the Summernauts event has been causing loud noise and traffic inconvenience for the owners and residents of Yamaroshi and the surrounding area. The Executive Committee will contact the Owners Corporation Network to address this concern with the local government.

There being no further business the meeting closed at 7:34 PM.

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4800

THE OWNERS - UNITS PLAN No. 4800
Common Seal

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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 6248, O'Connor ACT 2602
P: 02 6156 3305
ABN 96 144 703 435

Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
ADMINISTRATIVE FUND			
INCOME			
Levies - Administrative Fund	290,000.32	290,000.00	242,000.00
Electricity- Solar Rebate	595.29	0.00	0.00
Insurance - Claims Refunds	10,401.91	0.00	0.00
Residential Levy	0.00	0.00	30,030.00
Interest On Overdue Levies	788.00	0.00	0.00
TOTAL ADMIN. FUND INCOME	**301,785.52**	**290,000.00**	**272,030.00**
EXPENDITURE - ADMIN. FUND			
Audit Fees	1,000.00	950.00	1,000.00
Bank Charges	225.02	450.00	450.00
Bas - Preparation Fee	545.44	550.00	600.00
Arrears Letters	1,696.10	0.00	0.00
Building Manager	22,482.90	25,028.00	22,752.00
Cleaning - General	37,005.00	35,693.00	15,015.00
Cleaning - Materials	6,480.55	1,500.00	0.00
Cleaning - Residential	0.00	0.00	30,030.00
Cleaning - Windows	245.00	0.00	0.00
Cleaning - Bins	0.00	0.00	2,740.00
Cleaning - Car Park	0.00	1,200.00	3,500.00
Electricity	12,796.96	18,000.00	14,000.00
Fire Protection	8,483.66	10,000.00	10,000.00
Fire Protection - Monitoring	2,100.00	2,310.00	2,100.00
Insurance - Premium	9,497.29	62,000.00	80,367.63
Insurance - Claims	10,296.60	0.00	0.00
Insurance - Claims Excess	0.00	2,000.00	2,000.00
Insurance - Valuation	966.36	0.00	0.00
Legal Expenses	(1,100.43)	15,000.00	0.00
Professional Reports	0.00	5,000.00	5,000.00
Roof - Roofing	1,391.25	0.00	1,200.00
Roof - Height Safety	1,738.00	1,500.00	1,800.00
Access Device	2,077.28	0.00	0.00
R & M - Car Park Ventilation	3,200.00	3,000.00	3,200.00
R & M - Electrical	650.00	2,000.00	1,000.00
R & M - Fire Equipment	0.00	2,500.00	2,500.00
R & M - Intercom	300.00	0.00	0.00

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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 6248, O'Connor ACT 2602
P: 02 6156 3305
ABN 96 144 703 435

Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
R & M - Garage Doors	2,898.18	2,000.00	2,500.00
R & M - Gardens & Grounds	93.46	500.00	1,000.00
R & M - General	1,737.03	2,500.00	1,500.00
R & M - Lift Contract	5,944.04	5,952.00	6,000.00
R & M - Lifts (Addl)	1,864.63	2,000.00	2,000.00
R & M - Gates & Doors	1,265.00	0.00	1,000.00
R & M - Plumbing	2,927.32	4,500.00	5,000.00
R & M - Plumbing Contract	2,706.55	3,516.00	3,702.06
R & M - Roof	1,722.73	0.00	1,800.00
R & M - Security Equipment	0.00	1,000.00	0.00
Security	2,965.00	0.00	0.00
Strata Management	26,272.68	28,900.00	28,900.00
Strata Manager Consultancy	343.63	0.00	0.00
Admin Processing	(210.00)	0.00	0.00
Sundry Expense	(1,510.08)	2,000.00	0.00
Tax - Return Lodgement	180.00	55.00	180.00
Waste Removal	0.00	0.00	6,902.00
Water Usage	9,275.02	18,000.00	11,000.00
Internet	552.00	1,000.00	600.00
TOTAL ADMIN. EXPENDITURE	**181,104.17**	**260,604.00**	**271,338.69**
SURPLUS / DEFICIT	**$ 120,681.35**	**$ 29,396.00**	**$ 691.31**
Opening Admin. Balance	64,804.88	64,804.88	185,486.23
ADMINISTRATIVE FUND BALANCE	**$ 185,486.23**	**$ 94,200.88**	**$ 186,177.54**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 29.000000	$ 24.200000

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PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
SINKING FUND			
INCOME			
Levies - Sinking Fund	45,000.20	45,000.00	49,000.00
TOTAL SINKING FUND INCOME	**45,000.20**	**45,000.00**	**49,000.00**
EXPENDITURE - SINKING FUND			
Capital Repairs & Replacement	15,898.59	0.00	3,715.00
Cctv	7,920.00	0.00	0.00
Doors & Windows	2,554.55	0.00	0.00
Furniture & Fittings	189.00	5,000.00	0.00
Fire Protection - Upgrade	0.00	0.00	5,571.00
General Replacements	1,368.69	0.00	2,000.00
Height Safety System	0.00	5,000.00	2,000.00
Professional Reports	50,185.00	30,000.00	30,000.00
Lighting	3,998.00	0.00	0.00
Signage	755.00	0.00	1,000.00
Plumbing & Drainage	19,244.46	4,300.00	4,000.00
TOTAL SINK. FUND EXPENDITURE	**102,113.29**	**44,300.00**	**48,286.00**
SURPLUS / DEFICIT	**$ (57,113.09)**	**$ 700.00**	**$ 714.00**
Opening Sinking Fund Balance	55,271.42	55,271.42	(1,841.67)
SINKING FUND BALANCE	**$ (1,841.67)**	**$ 55,971.42**	**$ (1,127.67)**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 4.500000	$ 4.900000

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32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
COMMERCIAL ADMI FUND			
INCOME			
Commercial Levies	9,000.00	9,000.00	50,000.00
Interest On Overdue Levies	43.55	0.00	0.00
TOTAL INCOME	**9,043.55**	**9,000.00**	**50,000.00**
EXPENDITURE - SPECIAL PURPOSE			
Cleaning – Materials	0.00	2,000.00	8,800.00
Cleaning – Sanitary Bins	1,203.92	1,000.00	2,900.00
Commercial Cleaning	0.00	0.00	26,025.00
Com.Cleaning–Toilets/Washroom	0.00	0.00	6,006.00
Com Cleaning - Windows	0.00	0.00	6,150.00
Waste Management Services	6,902.73	6,000.00	0.00
TOTAL EXPENDITURE	**8,106.65**	**9,000.00**	**49,881.00**
SURPLUS/DEFICIT	**$ 936.90**	**$ 0.00**	**$ 119.00**
Opening Balance	3,637.03	3,637.03	4,573.93
COMMERCIAL ADMI FUND BALANCE	**$ 4,573.93**	**$ 3,637.03**	**$ 4,692.93**
NUMBER OF UNITS OF ENTITLEMENT:		0	0
AMOUNT PER UNIT OF ENTITLEMENT:		$ 0.000000	$ 0.000000

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (3 Levy Periods)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Levy
1	201	185	1641.57	332.38	203.70			1973.95
2	202	112	993.81	201.23	123.32			1195.04
3	203	112	993.81	201.23	123.32			1195.04
4	204	112	993.81	201.23	123.32			1195.04
5	205	112	993.81	201.23	123.32			1195.04
6	206	112	993.81	201.23	123.32			1195.04
7	207	185	1641.57	332.38	203.70			1973.95
8	208	185	1641.57	332.38	203.70			1973.95
9	209	112	993.81	201.23	123.32			1195.04
10	210	230	2040.87	413.23	253.25			2454.10
11	211	112	993.81	201.23	123.32			1195.04
12	212	112	993.81	201.23	123.32			1195.04
13	213	185	1641.57	332.38	203.70			1973.95
14	301	112	993.81	201.23	123.32			1195.04
15	302	112	993.81	201.23	123.32			1195.04
16	303	112	993.81	201.23	123.32			1195.04
17	304	112	993.81	201.23	123.32			1195.04
18	305	112	993.81	201.23	123.32			1195.04
19	306	112	993.81	201.23	123.32			1195.04
20	307	230	2040.87	413.23	253.25			2454.10
21	308	112	993.81	201.23	123.32			1195.04
22	309	109	967.19	195.84	120.02			1163.03
23	401	185	1641.57	332.38	203.70			1973.95
24	402	112	993.81	201.23	123.32			1195.04
25	403	112	993.81	201.23	123.32			1195.04
26	404	112	993.81	201.23	123.32			1195.04
27	405	109	967.19	195.84	120.02			1163.03
28	406	112	993.81	201.23	123.32			1195.04
29	407	185	1641.57	332.38	203.70			1973.95
30	408	185	1641.57	332.38	203.70			1973.95
31	409	112	993.81	201.23	123.32			1195.04
32	410	230	2040.87	413.23	253.25			2454.10
33	411	112	993.81	201.23	123.32			1195.04
34	412	112	993.81	201.23	123.32			1195.04
35	413	185	1641.57	332.38	203.70			1973.95
36	501	167	1481.85	300.04	183.88			1781.89
37	502	112	993.81	201.23	123.32			1195.04
38	503	112	993.81	201.23	123.32			1195.04
39	504	112	993.81	201.23	123.32			1195.04
40	505	112	993.81	201.23	123.32			1195.04
41	506	112	993.81	201.23	123.32			1195.04
42	507	167	1481.85	300.04	183.88			1781.89
43	508	161	1428.61	289.26	177.28			1717.87
44	509	112	993.81	201.23	123.32			1195.04
45	510	230	2040.87	413.23	253.25			2454.10
46	511	112	993.81	201.23	123.32			1195.04
47	512	112	993.81	201.23	123.32			1195.04
48	513	161	1428.61	289.26	177.28			1717.87
49	601	155	1375.37	278.48	170.67			1653.85
50	602	147	1304.38	264.11	161.86			1568.49
51	603	147	1304.38	264.11	161.86			1568.49
52	604	155	1375.37	278.48	170.67			1653.85
53	605	151	1339.87	271.30	166.27			1611.17
54	606	143	1268.89	256.92	157.46			1525.81
55	607	143	1268.89	256.92	157.46			1525.81
56	608	153	1357.62	274.89	168.47			1632.51

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (3 Levy Periods)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Levy
57	G001	328	2910.45	589.31		2436.01		5935.77
58	G002	151	1339.87	271.30		1121.46		2732.63
59	G003	23	204.09	41.32		170.82		416.23
60	G004	78	692.12	140.14		579.29		1411.55
61	G005	72	638.88	129.36		534.73		1302.97
62	G006	242	2147.35	434.79		1797.30		4379.44
63	G007	169	1499.59	303.64		1255.14	2202.20	5260.57
64	G008	292	2591.01	524.63		2168.64		5284.28
65	101	221	1961.01	397.06		1641.34		3999.40
66	102	90	798.60	161.70		668.42		1628.72
67	103	216	1916.64	388.08		1604.20		3908.92
68	104	290	2573.27	521.03		2153.79		5248.09
Totals			**$ 88,733.33**	**$ 17,966.66**	**$ 8,619.41**	**$ 16,131.13**	**$ 2,202.20**	**$ 125,033.32**

THE OWNERS - UNITS PLAN No. 4800
Common Seal

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (FOR INTERIM LEVY)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Quarterly Levy
1	201	185	1226.09	249.29	152.78			1475.38
2	202	112	742.28	150.92	92.49			893.20
3	203	112	742.28	150.92	92.49			893.20
4	204	112	742.28	150.92	92.49			893.20
5	205	112	742.28	150.92	92.49			893.20
6	206	112	742.28	150.92	92.49			893.20
7	207	185	1226.09	249.29	152.78			1475.38
8	208	185	1226.09	249.29	152.78			1475.38
9	209	112	742.28	150.92	92.49			893.20
10	210	230	1524.33	309.93	189.94			1834.25
11	211	112	742.28	150.92	92.49			893.20
12	212	112	742.28	150.92	92.49			893.20
13	213	185	1226.09	249.29	152.78			1475.38
14	301	112	742.28	150.92	92.49			893.20
15	302	112	742.28	150.92	92.49			893.20
16	303	112	742.28	150.92	92.49			893.20
17	304	112	742.28	150.92	92.49			893.20
18	305	112	742.28	150.92	92.49			893.20
19	306	112	742.28	150.92	92.49			893.20
20	307	230	1524.33	309.93	189.94			1834.25
21	308	112	742.28	150.92	92.49			893.20
22	309	109	722.40	146.88	90.01			869.28
23	401	185	1226.09	249.29	152.78			1475.38
24	402	112	742.28	150.92	92.49			893.20
25	403	112	742.28	150.92	92.49			893.20
26	404	112	742.28	150.92	92.49			893.20
27	405	109	722.40	146.88	90.01			869.28
28	406	112	742.28	150.92	92.49			893.20
29	407	185	1226.09	249.29	152.78			1475.38
30	408	185	1226.09	249.29	152.78			1475.38
31	409	112	742.28	150.92	92.49			893.20
32	410	230	1524.33	309.93	189.94			1834.25
33	411	112	742.28	150.92	92.49			893.20
34	412	112	742.28	150.92	92.49			893.20
35	413	185	1226.09	249.29	152.78			1475.38
36	501	167	1106.79	225.03	137.91			1331.83
37	502	112	742.28	150.92	92.49			893.20
38	503	112	742.28	150.92	92.49			893.20
39	504	112	742.28	150.92	92.49			893.20
40	505	112	742.28	150.92	92.49			893.20
41	506	112	742.28	150.92	92.49			893.20
42	507	167	1106.79	225.03	137.91			1331.83
43	508	161	1067.03	216.95	132.96			1283.98
44	509	112	742.28	150.92	92.49			893.20
45	510	230	1524.33	309.93	189.94			1834.25
46	511	112	742.28	150.92	92.49			893.20
47	512	112	742.28	150.92	92.49			893.20
48	513	161	1067.03	216.95	132.96			1283.98
49	601	155	1027.26	208.86	128.00			1236.13
50	602	147	974.24	198.08	121.40			1172.33
51	603	147	974.24	198.08	121.40			1172.33
52	604	155	1027.26	208.86	128.00			1236.13
53	605	151	1000.75	203.47	124.70			1204.23
54	606	143	947.73	192.69	118.09			1140.43
55	607	143	947.73	192.69	118.09			1140.43
56	608	153	1014.01	206.17	126.35			1220.18

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (FOR INTERIM LEVY)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Quarterly Levy
57	G001	328	2173.82	441.98		1827.01		4442.81
58	G002	151	1000.75	203.47		841.09		2045.32
59	G003	23	152.43	30.99		128.11		311.54
60	G004	78	516.95	105.11		434.47		1056.52
61	G005	72	477.18	97.02		401.05		975.25
62	G006	242	1603.86	326.10		1347.97		3277.92
63	G007	169	1120.05	227.73		941.35	1651.65	3940.78
64	G008	292	1935.23	393.47		1626.48		3955.18
65	101	221	1464.68	297.80		1231.00		2993.48
66	102	90	596.48	121.28		501.31		1219.06
67	103	216	1431.54	291.06		1203.15		2925.75
68	104	290	1921.98	390.78		1615.34		3928.09
Totals			**$ 66,275.00**	**$ 13,475.00**	**$ 6,464.56**	**$ 12,098.35**	**$ 1,651.65**	**$ 93,500.00**

UP4800 RULES

32 Mort Street Braddon 2612

Our Vision for Yamaroshi 4800

Our vision for our building, our home, our place of work is to create a space where health and wellbeing, safety, environmental responsibility, and a strong sense of community are our top priorities. We are committed to building a community that cares about each other and the environment; where everyone feels safe, supported, and valued.

We believe that by focusing on sustainability, we can create a better future for the planet and ourselves. We are dedicated to reducing our environmental footprint by using eco-friendly services and materials, promoting energy efficiency, and encouraging sustainable practices among our owners and occupiers.

At our building, we believe that living well means more than just physical health - it also means having a strong sense of community and connection. We are committed to fostering a supportive and inclusive environment where everyone can thrive, and where our residents and those that work here feel a sense of belonging and connection.

Our Yamaroshi philosophy is rooted in the belief that everything and everyone in our community is interconnected, and that our choices have an impact on our neighbours and the environment. We understand that by taking care of our neighbours, our surroundings, and ourselves we can create a more harmonious and fulfilling way of life for everyone in our building.

Above all, we want our owners and occupiers to love living and working here. We believe that by creating a beautiful, welcoming, and sustainable community, we can provide an exceptional lifestyle experience that meets and exceeds our expectations.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

To be adopted at the AGM 2024
UP4800 YAMAROSHI

INTRODUCTION:

These rules have been established for the mutual benefit of all residents, including owners and tenants; in order to ensure the general well-being of all residents and to maximise convenience, comfort, and privacy, certain rules are necessary.

These rules aim to minimise annoyance and provide guidelines for residents and their guests.

They are an integral part of any leasing arrangement between a unit proprietor and a tenant.

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863. You will need to provide the Unit Plan number 4800, address and any other information requested.

UP4800 - Owners Corporation Managing Agents
Bright & Duggan ACT
PO Box 281
Crows Nest NSW 1585

Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

Complaints
A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 4800.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date, and nature of the offence.

UP 4800 RULES

Yamaroshi – 32 Mort Street, Braddon ACT

THE OWNERS - UNITS PLAN No. 4800 Common Seal

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 obtained in an ordinary resolution 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.

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.

General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

(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

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

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) An owner is required to submit a request to the Strata Manager in line with the Unit Titles (Management) Act 2011, sections 22 and 23, for use of the common property or any special privilege relating to common property.

** The use of Common Property must be made using the application form, and available from the Strata Manager.*

1.8 - Hazardous use of unit

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

1.9 - Use of unit—nuisance or annoyance

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

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

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

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

1.10 - Noise

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

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

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

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

1.11 - Illegal use of unit

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

1.12 - What may an executive committee representative do?

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
- (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
- (b) carry out any maintenance required under the Act or these rules;
- (c) do anything else the Owners Corporation is required to do under the Act or these rules.

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
- (a) the executive committee or the representative has given the owner, occupier, or user of the unit reasonable notice of their intention to do the thing; or
- (b) in an emergency, it is essential that it be done without notice.

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

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

1.13 - Seal of the Owners Corporation

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

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

Note Executive committee decisions must be made by majority vote, or

by unanimous vote if there are only 2 members of the committee (see sch 2, s 2.10).

THE OWNERS - UNITS PLAN No. 4800
Common Seal

(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.

(d) the Managing Agent may affix seal in the following instances –

i. reduced quorum meetings notices;
ii. Rules registration documents;
iii. notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
iv. certifications under Section 119 of the Act by the Managing Agent of the Owners Corporation.

1.14 - Recovery of Costs

(1) If the Owners Corporation incurs costs relating to the actions of a unit owner the owner shall be liable to pay the Owners Corporation these costs (for example, insurance excess costs where the claim relates to a maintenance matter within an individual Unit).

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

(3) The costs payable in accordance with subclause (1) shall only be such costs which can be evidenced by written invoice as payable by the Owners Corporation.

1.15 - Commercial Funds

(1) The Owners Corporation will determine Commercial Fund contribution for the operation and upgrade of facilities used by the Commercial Units, 57 to 68, including but not limited to: -

(a) Toilets
- Sanitary bins
- Toilet paper

(b) Commercial waste management services
(c) Commercial cleaning
(d) Commercial lobby upgrades

(2) This contribution will be determined at the Annual General Meeting and will be levied upon Commercial Units 57 to 68 based upon Unit Entitlements (Commercial Contribution divided by total Unit Entitlements for Commercial Units and multiplied by the Unit Entitlements for each Unit).

(3) During the AGM a special resolution passed to itemise the following:

(a) Split of Commercial and Residential Expenditure for Cleaning. This will be included in the annual budget and amount may vary depending on the engagement of the service contractors and its annual CPI increase.

Motion 8: That the Owners Corporation of UP4800, resolves to distinctly identify the Commercial and Residential expenditures for Cleaning.

Description	Residential Budget 2024	Commercial Budget 2024	Commercial Budget Toilet Clean Weekends 2024
	01/01/24-31/12/24	01/01/24-31/12/24	01/01/24-31/12/24
ADMINISTRATIVE FUND			
EXPENDITURE - ADMIN. FUND			
CLEANING - RESIDENTIAL	$ 30,030.00		
COMMERCIAL CLEANING		$ 26,025.00	
CLEANING - TOILETS/WASHROOM (Weekend)			$ 6,006.00
CLEANING MATERIALS		$ 8,800.00	
CLEANING SANITARY BINS		$ 2,900.00	
COMMERCIAL CLEANING - WINDOW		$ 6,150.00	
TOTAL ADMIN. EXPENDITURE	$ 30,030.00	$ 43,875.00	$ 6,006.00

Moved by: A. Cunich
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's Note: The owners of the commercial spaces have asked for paper towels and holders to be provided in all common area commercial toilets. It has also been observed that the hand dryers emit a loud noise that affects the nearby commercial spaces on the first level.
Action Item: Strata manager is to explore alternative options from Maritex.

(b) Additional Commercial Levy Contribution for Weekend Clean The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site

(a) attendance by cleaners and the building manager, especially at the beginning of each week.

(b) It's important to note that the responsibility for cleaning the common property toilets on weekends falls on the commercial occupants conducting business on weekends (this applies to Lot 63 at this stage). To address ongoing complaints from commercial tenants and ensure fair usage of the bathroom facilities among businesses, the Owners Corporation (OC) will attribute costs associated with weekend usage based on access codes for the doors. This will help the OC determine which commercial tenancies are using the bathroom facilities over the weekend.

THE OWNERS - UNITS PLAN No. 4800 Common Seal

16. Additional Commercial Levy Contribution for Weekend Clean

Motion 9: That the Owners Corporation for Units Plan 4800 resolves to determine the expenditure of $6006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends.

This expense will be budgeted and maintained annually until there is a change in tenancy or trading hours.

Moved by: R. Rowe
Seconded by: A. Cunich & A. Pratap

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Manager's Note: The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site attendance by cleaners and the building manager, especially at the beginning of each week.

1.17 – Electric Vehicle Charging Station, Charging E – Bikes & E - Scooters

(1) Contact the Strata Manager for details on the use of the Electric Vehicle Charging Station.

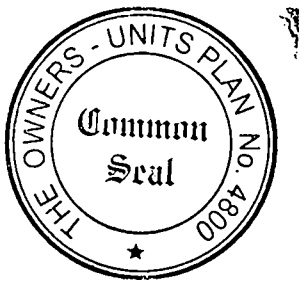
Owners Corporation Managing Agents.
Bright & Duggan ACT
Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

(2) A resident is required to ensure that their e-bikes and e-scooters, along with their lithium batteries and chargers, comply with relevant Australian standards.
   (a) Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.
   (b) Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
   (c) E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
   (d) Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
   (e) Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

And the addendum as per the attached documents be registered: -

- Construction and Renovation Policy 2024 v1.0
- Short Term Rental Policy 2024 v1.1
- Hazardous and Dangerous Materials in the Basement & Common Property v1.1
- Move In and Move Out Policy 2024 v1.1
- Building Security and Access Control Policy 2024 v1.1

THANK YOU FOR YOUR COOPERATION IN ADHERING TO THESE RULES.



YAMAROSHI
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Construction and Renovation Policy

1. Introduction

The following policy outlines the standards and guidelines for construction and renovation within UP 4800, Yamaroshi and defines the Conditions of the current rule ***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 obtained in an ordinary resolution 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).

This policy has been developed in the interest of maintaining a harmonious and safe environment for all residents and businesses within UP4800 Yamaroshi.

The Conditions set out in this policy are designed to minimise disruption, ensure safety, and uphold the quality of life for the Yamaroshi Community throughout the duration of any construction or renovation projects. Adherence to this policy and Conditions is mandatory for all contractors, tradespeople, and property owners involved in construction or renovation activities within the UP4800 Yamaroshi.

The Owners Corporation of UP4800 acknowledges construction and renovations are necessary from time to time. This policy governs the parameters around construction and renovations undertaken within the UP4800 Yamaroshi. Owners and occupiers undertaking construction or renovation works are expected to abide by this policy and its Conditions ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to undertake construction and renovations in accordance with these Conditions will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

2. Policy Statement

The policy provides guidance on the construction and renovation Conditions within Yamaroshi as well as responsibilities of owners and occupiers during construction or renovation works.

The primary objectives of this policy are:

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise complaints within the Yamaroshi Community and foster a collaborative environment where Yamaroshi Community members are fully informed of construction and renovation works.
- To establish a framework for managing construction and renovation works that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Category, Condition(s) Name and Description refer to the items set out in the table at point 7. Obligations of Owners and Occupiers undertaking construction and renovations.

5. Scope

This policy and conditions applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and Conditions, and any statutory guidelines or procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi construction and renovations within Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011*.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers undertaking construction and renovations

These Conditions underscore our commitment to adhering to community and building standards, and our dedication to the health, safety, and well-being of all residents, workers, and visitors to UP4800 Yamaroshi.

Owners and occupiers are required to strictly adhere to the following Conditions:

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.
General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must

		be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these Conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

connect

YAMAROSHI
アパート

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Application for Use of Common Property

Name:.....

Unit/Apartment or Lot number:.....

Request:.....

.....

In accordance with the UP4800 – "Yamaroshi" Rules 1.7 Use of Common Property:

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) Applications for use of Common Property must be made using this Application for Use of Common Property form from the Strata Manager.

The Executive Committee will provide response to this request within 28 days.

Approval:.....

Date:.....

Date for removal or re-application .....

insideoutside facility services

Your Building Manager is Siemonne
Onsite between 0700 – 1100 (Mon - Fri)
Contact: 0447213043

bright & duggan

australia's strata leader

27 Torrens Street BRADDON ACT 2612
Ph: 02 6156 3305
customercare@bright-duggan.com.au

YAMAROSHI
アパート

Yamaroshi Short Term Rental Policy

1. Introduction

The following policy outlines the standards and guidelines for short stay accommodation, such as Airbnb or Stayz within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all residents, guests and visitors as well as maintaining the reputation of the Owners Corporation.

The Owners Corporation recognises the right of individual lot owners to lease or rent their units for short stays. However, it also recognises that such activities can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of UP 4800 has developed the following policy to govern the conduct of Short-Term Rental (STR) activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to balance the needs of property owners and residents with the desire of some property owners to generate income through short stay rentals.

The primary objectives of this policy are:

- To promote safety and security for all residents and visitors, including short stay guests.
- To ensure the reasonable enjoyment of the property by all owners and occupiers their visitors and short stay guests.
- To minimise any negative impacts of short-stay accommodation, such as excessive noise, waste, wear-and-tear or damage to common property.
- To avoid or minimise any additional costs to the Owners Corporation attributable to short stay accommodation on Common Property such as cleaning, increased insurance premiums, security, or wear and tear.
- To establish a framework for managing short stay accommodation that is fair and transparent for all property owners and occupiers.
- To contribute to compliance with relevant laws and regulations related to short stay accommodation, codes and safety requirements.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Short-stay accommodation and Short-Term Rental (STR) refers to an apartment in UP4800 – Yamaroshi rented like a hotel or motel, often through an online provider (e.g., Airbnb or Stayz) that may be booked for days or months.

Short-Term Rental Business (STRB) refers to the operation of renting out properties, such as apartments or rooms, for a short period; usually ranging from a few days to a few months, to individuals seeking temporary accommodation. This business model involves offering short-term stays to guests in exchange for payment, and it can be facilitated through various platforms such as Airbnb, Stayz or other platforms providing similar services.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Short-stay accommodation and Short-Term Rental guest (STR guest) refers to the person renting the property from the STRB Operator. This may be an individual or group, and they are expected to follow the rules and regulations set forth by the STRB Operator owner.

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Guest Code of Conduct is a set of guidelines and expectations at **Attachment A**.

The purpose of the guest code of conduct is to ensure that STR guests contribute to a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

5. Scope

This policy applies to all property owners and occupiers who wish to offer and are offering Short-stay accommodation within the property as a Short-Term Rental Business (STRB), either whole or part of the property where the property is rented on a short-term basis with in UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. Where the STRB is operated by a tenant, the owner of the unit and the tenant both have full responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for the Yamaroshi: Short Stay Accommodation includes this policy, the 'Template – Code of Conduct', UP 4800 "Yamaroshi" Rules, "Yamaroshi: Building Security and Access Control Policy" and the *Unit Titles (Management) Act 2011*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Implementation Time

To ensure a smooth transition to the Short Stay Accommodation policy, this section outlines the implementation timeline for existing and new/proposed short term rental businesses.

a) All existing STRB Operators are required to comply with the policy on and from the latter of
   - the date that this policy takes effect and
   - 90 days after the date of the Special Resolution agreeing to the policy.

b) All new/proposed STRB Operators are required to comply with this policy from the date that it takes effect.

8. Obligations of Short-Team Rental Businesses

An STRB Operator in UP4800 Yamaroshi is responsible for compliance with all of the following obligations. If STRB Operator is not the lot owner, the lot owner is responsible for any financial obligations including recovery costs arising from breaches of this policy, and for taking all reasonable steps to ensure compliance with this policy by the STRB Operator.

By operating STRB in UP4800 Yamaroshi the STRB Operator is responsible for meeting all their obligations.

THE OWNERS - UNITS PLAN NO. 4800 Common Seal

8.1 General

a) The lot owner of a lot operating STRB is accountable to the Owners Corporation for all additional costs attributed to the operation of the STRB, such as variations to insurance, after hours cleaning, emergency call outs and other reasonable costs associated with the STRB;

b) All additional costs attributed to the operation of the STRB will be passed on to the lot owner;

c) The STRB Operator must require guests to comply with the "Guest Code of Conduct" that will include sections related to

1. Safety and security (including keys and access devices);
2. emergency protocols and reporting obligations;
3. controls to limit the risk of unacceptable noise and disturbances;
4. guidance and rules relating to smoking and illicit substances;
5. maximum number of guests for the STR;
6. expectations of use car park facilities;
7. waste management;
8. compliance with all UP4800 "Yamaroshi" Rules in the form of an agreed statement of compliance

STRB Operators may compliance with the Guest Code of Conduct at **Attachment A**, or may create and require compliance with its own Guest Code of Conduct provided that it incorporates all requirements of the Guest Code of Conduct at **Attachment A**.

8.2 Prior to commencing

The STRB Operator will meet all of the following obligations and demonstrate such compliance to the Strata Manager prior to commencing a STRB at UP4800 Yamaroshi. A STRB Operator of an existing STRB when this policy takes effect must meet all of the obligations and demonstrate such compliance by the time that this policy applies to the STRB.

The Strata Manager or EC may require evidence of compliance and the STRB Operator must comply with any reasonable request.

a) The STRB Operator will

1. advise the Owners Corporation when a lot will commence providing Short-stay accommodation services;
2. obtain and provide evidence of approval from the Owner if the STRB Operator is any person other than the Owner of the lot;
3. obtain and provide evidence of approval from the lot Owner of any initial and ongoing increased cost that is likely to result in a variation to Strata

fees, such as increased insurance premiums, and other relevant to costs attributable to the operation of a STRB;

4. provide a copy of their public liability insurance policy as a STRB Operator
5. advise whether the STRB will use Code of Conduct at **Attachment A** or provide a copy of the Guest Code of Conduct to be used by the STRB incorporating those obligations;
6. provide assurance the UP 4800 "Yamaroshi" Rules are available to STR guests prior to their stay;
7. develop a comprehensive security plan that includes measures to protect the building and its residents, including implementation of access control measures, maintenance of any security measures and regular inspections of the premises in accordance with "Yamaroshi: Building Security and Access Control Policy". The security plan must include how access will be provided to STR Guests and the final plan must not include any key boxes or access control mechanisms, which are located on or provide access to common property, without the approval of the Executive Committee;
8. provide the Owners Corporation and the Executive Committee with emergency contact numbers of the STRB provider or their nominated delegate responsible in the event of emergency, serious event or complaint.

8.3 During Operation

a) The lot owner will

1. Pay any costs associated with the Operation of a STRB in accordance with *Unit Titles (Management) Act 2011* and UP4800 "Yamaroshi" Rules.

b) The STRB Operator must:

1. **Ensure STR Guests have access to UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their booking**;

2. **Ensure STR Guest accept UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their stay:** The acceptance either incorporated it into the conditions of their stay or by obtaining guests agreement in another form;

3. **Display the 'Code of Conduct' and 'UP 4800 "Yamaroshi" Rules' in STR:** Both must be prominently displayed made and easily accessible;

4. **Provide 24x7 Availability for emergency or urgent matters:** The STRB Operator or their delegate will be available at all times (24x7) in case of emergency. The STRB Operator or their delegate may also be contacted for

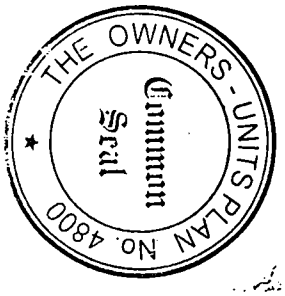
other urgent issues or concerns related to the property or the STR guest's stay;

5. **Respond in a timely manner for non-urgent matters:** They will respond to non-urgent matters raised by the Owners Corporation, their Strata Manager or Building Manager in a timely manner. This includes addressing any concerns or issues related to the STR property or the STR guest's stay, as well as responding to reasonable requests for information or updates.

6. **Comply with laws:** Ensure their STRB complies with all relevant laws related to operating a Short-term Accommodation service or otherwise applicable to the STRB at all times. This includes, but is not limited to, obtaining any necessary permits or licenses required by local or national authorities, and ensuring that the property meets all health and safety requirements.

7. **Limit noise and minimise disturbances:** Guests will be considerate of neighbours and avoid excessive noise or disturbances that may disrupt the peace and quiet reasonable enjoyment of owners and occupiers;

8. **Impose and enforce guest occupancy limitations:** A limitation on the number of guests allowed in the STR. Making sure that guests are aware of these limitations and are informed of the consequences of exceeding them;



The occupancy limit is to be no more than 6 people, and must also be more than:

- two guests per bedroom; plus
- two additional guests if using a sofa bed in a living area.

9. **Implement Safety, Security and Emergency controls:** The STR must be equipped with appropriate and maintained safety and security controls to comply with any relevant laws and regulations, minimise impact to insurance and limit the risk of events occurring. These measures must include use of smoke detectors and fire extinguishers in compliance with any relevant Australian Standard, locks on all doors and windows, and complying with other Policies or requirements in the UP4800 "Yamaroshi" Rules relating to safety, security and emergency controls such as the use of any key safes approved by the Executive Committee, reporting lost or stolen keys and access devices.

   STR guests must be provided:

   - safety information - clear instructions on how to use safety features;
   - key security information - clear instructions on how to secure keys and fobs as well as how to immediately report lost or stolen keys, fobs or access devices;
   - emergency contact information in case of an emergency

   STRB Operators must review safety, security and emergency controls regularly to ensure they remain effective and to address any new security

concerns that may arise or changes to laws, acts and regulations in accordance with 8.3 During Operation b) 6. Compliance with Regulations, Laws, and Acts in this Policy;

10. **Provide Smoking and Illicit Substances controls:** Provide clear guidelines and rules for the STR regarding smoking and illicit substance use. If the STR does not prohibit smoking it must have effective controls to limit smoke drift so as not impact the reasonable enjoyment of owners and occupiers.

    There is a ZERO TOLERANCE towards illegal drugs and illicit substances on the premises; you will ensure STR guests are aware of any guidelines and zero tolerance stance as well as applicable consequences of violating them

11. **Communicate expectations about respecting the Yamaroshi Community:** STR guests are expected to treat all individuals involved in the with courtesy and respect. This includes owners, occupiers and all members of the Yamaroshi Community. STR guests should not engage in any behaviour that may cause harm, discomfort, inconvenience or nuisance to any member of the Yamaroshi Community;

12. **Communicate expectations about respect for Common Property:** STR guests are respectful and will treat common property and associated services with reasonable care. This includes limiting accidental damage and not deliberate damage or acts of vandalism to the property, leaving it in a clean and tidy condition upon departure;

13. **Provide guidance about the use of the car park and parking spaces:** Their STR guests are respectful and will treat the car park and parking spaces with reasonable care. STR guest will drive at a safe speed, park only in designated spots, refrain from blocking other cars, not impede others from accessing vehicles or storage. STR guests will not damage or vandalise any of the parking facilities and should report any damages or issues to the host immediately. STR guests should also dispose of any waste or litter properly and leave the parking area in a clean and tidy condition, including free from oil leaks and other spills;

14. **Provide guidance about Waste Management:** STR guests must dispose of their waste and recyclables in designated areas only. STR guests must follow the waste management guidelines provided by the STRB, including separating recyclables from non-recyclables and properly disposing of any hazardous materials. STR guests must not leave any waste or mess in common areas or outside of designated disposal areas;

15. **Report events, issues and damages:** The STRB must report any event that has caused or may cause loss or damage to the Yamaroshi Community to the Stata Manager. Reports must be made to the Strata Manager:

- **Immediately** if the event

a. involves the attendance of any emergency services,

b. causes actual or potential structural damage, including damage to walls, water leaks that have caused or may cause damage to a wall, floor or ceiling,

c. causes or creates a risk of injury or illness to a member of the Yamaroshi Community, or

d. involves a security breach or poses a security threat to Yamaroshi, including break ins, theft, vandalism or the loss of keys or fobs; and

- **within one business day** in any other case.

During any out of hours or closure period for the Strata Manager, the STRB must contact the Strata Manager using emergency contact details posted in the foyer or elevator, or given by the Strata Manager to owners in writing.

16. **Provide ongoing proof of Public Liability Insurance:** Maintain valid and active public liability insurance policy as a STRB Operator at all times and provide a copy of the certificate of insurance to the Strata Manager

8.4 Post Operation

a) When a deciding to cease the STRB Operator will inform the Strata Manager of

1. the final day of operation of the STR
2. any matters relating to outstanding issues.

b) When operations have ceased the STRB Operator will

1. no longer operate the ceased STR;
2. ensure the removal of any keys left in authorised key safes;
3. return to original condition of agreed items on common property, unless an offer to take ownership of the asset is made and accepted by the EC or there is already an agreement in place made with the original request, such as assigning a reset key safe to the Owners Corporation; and
4. if the STRB intends to recommence operation of the STR – comply with this policy in the same way that it would apply to any new STR.

9. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all Owners, Occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The strata manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the strata manager.

   The strata manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the strata manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the strata manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the strata manager.

THE OWNERS - UNITS PLAN No. 4800 Common Seal

YAMAROSHI
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Hazardous Materials in Basement and Common Property Policy

1. Purpose

The following policy outlines the standards and guidelines for the storage and usage of hazardous and dangerous materials in Basement and common property within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all owners and occupiers, visitors, other members of the Yamaroshi Community and the environment.

Owners and tenants of UP48000 Yamaroshi are highly likely to use and own hazardous chemicals, hazardous substances, dangerous substances, dangerous materials, dangerous goods and potentially polluting substances for day to day use for cleaning, maintenance, fuel purposes, employment or other activities.

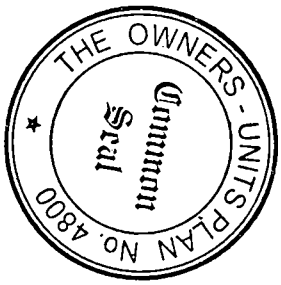
These include

- Home maintenance and household products
  examples: aerosols (e.g., spray paint, deodorant), alcohols (e.g., ethanol, methanol), adhesives, paints, thinners, matches and lighters, bleach, batteries. fuels, oils, solvents, spirits, and other chemicals
- LPG storage tanks;
- Lithium-ion batteries and other battery-powered equipment or products;
- Some agricultural chemicals such as fertilisers, herbicides and insecticides;
- Other fuels and other accelerants and such as liquid butane, barbeques starters, high proof alcohol and oils;
- Cleaning Chemicals, solvents and similar products.

Incorrect storage, inadequate security, unsafe quantities and unsupervised charging of these materials can pose high risk to the safety, health and wellbeing and reasonable enjoyment of all owners and occupiers, as well as the value and reputation of the Owners Corporation.

Therefore, the Owners Corporation has developed the following policy to provide guidelines and reasonable direction for storage and usage of items within Basements and common property.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.



2. Policy Statement

The policy aims to ensure safety and minimise risk to owners and occupiers, visitors and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

The primary objectives of this policy are:

- To establish clear guidelines for owners and occupiers regarding acceptable and permissible storage or placement of items in the Basement and common property areas. By doing so, the policy seeks to help owners and occupiers fulfill their obligations in a manner that promotes safety for all while minimising risk to the Owners Corporation.

- To promote safety and provide reasonable direction to owners and occupiers, and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

- To mitigate risk and the associated negative impacts of storage and usage of hazardous and dangerous materials, substances and good in Basement and common property areas, such as health hazards to people, damage to common property, damage to personal property, increased ongoing costs to insurance premiums and environmental pollution.

- To establish a framework for managing the storage and usage of hazardous and dangerous materials in Basement and common property areas that is fair and transparent for all owners and occupiers, service providers and others in the Yamaroshi Community.

- To contribute to compliance with relevant laws and regulations related to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas, codes and safety requirements.

All owners and occupiers, businesses, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation are expected to fully comply with this policy at all times.

Breaches and violations of this policy may result in actions to recover the costs incurred by the Owners Corporation due to non-compliance, such as cleaning or repairs and may result in reporting to police, fire services and other authorities.

The Owners Corporation and service providers for UP4800 will monitor compliance with this policy.

3. Scope

1. This policy applies to all owners and occupiers, businesses, Short-Term Rental guests, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation as well as any other members of the Yamaroshi Community.

2. This policy applies to all substances, chemicals, materials and goods, the associated risks they may pose based on definitions, relevant laws, best practise, national codes of practice, Australian Standards, and published advice and guidance from Australian Federal and Territory government departments, relevant Acts,

3. Relevant laws, standards and sources of guidance include, but are not limited to

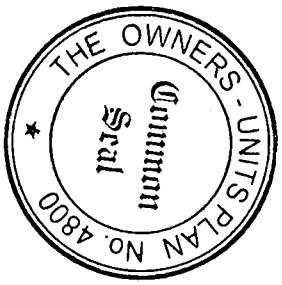
   - Work Safe ACT - worksafe.act.gov.au
   - *Work Health and Safety Regulation 2011 (the Regulation)*
   - *Dangerous Substances Act 2004 (the Act)*
   - Safe Work Australia - safeworkaustralia.gov.au
   - AS 4332—2004: The storage and handling of gases in Cylinder
   - NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
   - AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
   - AS/NZS 3780 Storage and Handling of Corrosive Substances
   - Australian Dangerous Goods Code, 7th Edition (ADG Code)
   - Definitions in the '7. Definitions' section of this policy

4. This policy is intended to complement, and does not replace or supersede any existing laws, regulations, codes of practice, or other applicable requirements. Compliance with this policy does not absolve owners and occupiers and members of the Yamaroshi Community from complying with any other relevant laws or codes of practice, or similar requirements that may apply to the storage and usage of, chemicals, substances and any other goods and materials.

4. Policy Ownership, Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual Special General Meeting held in accordance with Unit Titles (Management) Act 2011.



5. Framework and Review Cycle

The framework for the 'Yamaroshi: Hazardous and Dangerous materials in Basement and Common Property Policy' includes this policy, UP 4800 "Yamaroshi" Rules, *Work Health and Safety Regulation 2011 (the Regulation), Dangerous Substances Act 2004 (the Act),* AS 4332—2004: The storage and handling of gases in Cylinder, NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods, AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids, AS/NZS 3780 Storage and Handling of Corrosive Substances, Australian Dangerous Goods Code, 7th Edition (ADG Code) and the *Unit Titles (Management) Act 2011*

The Act and the Regulations operate together with Part 7.1 of the *Work Health and Safety Regulation 2011* which regulates these substances as 'hazardous chemicals' on the basis of the risks to health and safety arising from their physical properties or health effects. Other types of hazardous chemicals include gases under pressure, flammable liquids, toxic chemicals and corrosive chemicals.

All members of the Yamaroshi Community, whether workers or residents, are expected to behave in a manner consistent with Work Health and Safety laws in their use of common areas, including the storage of materials that may affect common areas or people in them. This approach contributes to compliance for the workplaces operating in Yamaroshi, and is can be used to provide guidance even where it would apply on its terms to residents.

For more information about the requirements contained in Part 7.1 of the Work Health and Safety Regulation 2011, refer to the WorkSafe ACT Hazardous chemicals page.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi

6. Implementation Time

To ensure a smooth transition to the 'Yamaroshi: Hazardous and dangerous materials in Basement and Common Property Policy', this section outlines the implementation timeline for existing and new/proposed owners and occupiers, service providers, other contractors and others this policy applies to.

a) All existing owners and occupiers, service providers, other contractors will be fully compliant with this policy within 48 hours of its effective approval, unless an extension is granted by the Executive Committee;

b) All new owners and occupiers, service providers, other contractors will be fully compliant with this Policy effectively immediately from its' start date.

7. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include waste rooms, lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Basement or Basement Area refers to all levels below the ground floor of a building or complex, such as lot parking spaces, lot storage units, other storage units and any other area below ground floor.

Hazardous Chemicals

Chemicals are regulated as 'hazardous chemicals' under Part 7.1 of the Work Health and Safety Regulation 2011 (the Regulation) if they present a significant risk to health and safety due to their physical properties or health effects.

The most common types of hazardous chemicals found in the ACT are gases stored under pressure, flammable liquids, toxic chemicals and corrosive chemicals

These requirements also do not apply to fuel, oil and coolant products contained within any part of a system which provides or generates power for operation of a motor vehicle, an item of mobile plant or an appliance approved by the Owner's Corporation (e.g., backup generator, fire extinguisher, etc.).

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-chemicals

Hazardous Substances

Hazardous substances are dangerous. How dangerous depends on the type of substance, what it is made of, the way it enters the body, and the amount of substance that enters the body.

A hazardous substance can be any substance, whether solid, liquid or gas, that may cause harm to you or others.

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-substances

Liquid Petroleum Gas (LPG)

Liquid Petroleum Gas (LPG) is a common fuel source for commonly used for heating and cooking and sometimes in caravans and 4WDs to provide cooling for refrigeration devices.

LPG is a Class 2.1 flammable gas and classified as a Hazardous Chemical and a Dangerous Material.

Subject to AS 4332—2004 The storage and handling of gases in cylinders and NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/liquid-petroleum-gas-lpg-safety

Dangerous Substances

This term refers to goods regulated in the ACT as 'dangerous substances' under the Dangerous Substances Act 2004 (the Act). They include substances that have an explosive effect (explosives) or are a key component in the manufacture of explosive products (security sensitive substances).

Dangerous Goods

Dangerous goods are those that may pose an immediate hazard and risk to people, property and/or the environment.

In general terms a dangerous good for the purpose of this policy if it is listed in the *Australian Dangerous Goods (ADG) Code (Australian Dangerous Goods Code, 2018, Edition 7.7)* within any of the following classes or divisions,

These are:

- Class 1 (explosives)
  examples: fireworks, ammunition, detonators, flares, etc.
- Class 2 (gases)
  examples: oxygen tanks, LPG, butane, propane, lighters, aerosols, etc.
- Class 3 (flammable liquids)
  examples: petrol, diesel fuel, kerosene, ethanol, methanol, acetone, adhesives, paints, gasoline, perfume, some pesticides with flammable solvents, etc.
- Class 4 (flammable solids; substances liable to spontaneous combustion, substances which, on contact with water emit flammable gases)
  examples: matches, magnesium, aluminium powder, sulphur, etc.
- Class 5 (oxidizing substances and organic peroxides)
  examples: Hydrogen peroxide, potassium permanganate, sodium chlorate, ammonium nitrate (common fertilizer), etc.
- Division 6.1 (toxic substances)
  examples: Pesticides, herbicides, cyanide, arsenic, mercury, etc.
- Class 8 (corrosive substances)
  examples: Sulfuric acid, hydrochloric acid, caustic soda, battery acid
- Class 9 (miscellaneous dangerous substances and articles)
  examples: Lithium batteries, asbestos, airbag inflators, dry ice, etc.
  - substances which, on the inhalation as fine dust, may endanger health
  - substances evolving flammable vapour
  - lithium-ion batteries and battery-powered equipment
  - asbestos products
  - substances and articles which, in the event of a fire, may form dioxins
  - some agriculture products such as ammonium nitrate-based fertilizers
  - environmentally hazardous substances not covered by other classes

This list is not intended to be exhaustive. A good may be dangerous because of the risk that it poses, even if that good is not part of the list identified above.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

8. Prohibited Items and Activities

This section lists all prohibited items that will not be stored and or will not be used in the Basement, Basement lots and on common property in UP4800 Yamaroshi.

Unless an exception is granted by the Executive Committee

8.1 Items: It is prohibited to store the following in the Basement, Basement lot or on common property

a) Petrol and diesel fuels;

with the exception of petrol and diesel fuel that is

i. stored in a locked jerry can or similar storage container that is secured to the vehicle with a lockable cap

and also, must

ii. be intended to service the vehicle, but not stored on the vehicle with the intention of long-term unused storage

b) Other flammable liquids, such as kerosene, alcohol and lighter fluid;

c) Corrosive substances, such as acids, caustic soda, and bleach;

d) Explosive material, such as fireworks, ammunition and black powder;

e) LPG tanks in accordance to AS 4332—2004;

f) Toxic and Dangerous chemicals, such as pesticides, herbicides, cleaning solvents and methamphetamines;

g) Radioactive materials, such as medical waste;

h) Asbestos-containing material;

8.2 Activities: It is prohibited to use electrical outlets in the Basement or on common property to charge/re-charge Lithium-ion batteries and battery-powered equipment, with the exception of charging a vehicle using the common property EV Charging station.

9. Exemptions

Use or storage of items and activities listed as "Prohibited Items and Activities" in section 8 are strictly prohibited unless an exception is granted by the Executive Committee.

It is the responsibility of all members to comply and to seek approval from the Executive Committee prior to engaging in any prohibited activity or bringing any prohibited item onto the premises.

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Common Seal

Safety will be the primary consideration in any decision by the Executive Committee to approve, or not to approve, the use or storage of hazardous and dangerous materials on common property, or where it might impact common property.

10. Responsibilities and Obligations

By adhering to the reasonable direction of these responsibilities, Owners, Occupiers and service providers will help to ensure the health and safety of all persons, while also minimising the risk of damage to the Common Property, private property and impacts to the value and reputation of UP4800 Yamaroshi.

10.1 Owners and Occupiers

For all Hazardous Substances, Hazardous Chemicals, Dangerous Substances, Dangerous Goods, Owners and Occupiers will:

a) **not store or leave any items in Basement or on Common Property** such as walkways, lobbies, fire stairs and waste rooms

b) **not charge any items in the Basement or common property with out approval** from the Executive Committee, such as Lithium-ion batteries and battery-powered equipment.

c) **not store prohibited items or engage in prohibited activities** in their Basement lot entitlement and on Common Property

d) **comply with relevant laws and regulations** and meet applicable codes and safety requirements for all items stored in their Basement lot, including but not limited to

- AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
- AS/NZS 3780 Storage and Handling of Corrosive Substances
- AS 4332—2004 The storage and handling of gases in cylinders
- NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
- Dangerous Substances Act 2004 (the Act)
- Dangerous Substances (General) Regulation 2004
- Dangerous Goods (Road Transport) Act 2009

e) **disclose to the Owner Corporation if they intend to store Hazardous Chemicals, Hazardous Substances, Dangerous Substances or Dangerous Goods prior to storing** by notifying the Strata Manager, such as disclosing Class 1 to 9 and Division 6.1 items;

f) **not store quantities or combinations that pose greater than a low risk** to health and safety of people, may result in damage to common property, private property or impact the value and reputation of UP4800 Yamaroshi;

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g) **pay for any once off and ongoing additional costs related to storing such items** in their Basement lot, such as adjustment to fire control systems, protective equipment, spill kits and increases to insurance premiums;

h) **follow the warnings, instructions and expiration dates provided by the manufacturer** such as storage requirements (e.g., maximum temperature, keep away from other chemicals, etc.), disposal instructions, etc.

i) **ensure items that are stored securely** within their lot entitlement and with adequate security controls so as to

   i. not pose a risk to the safety, health and security of others;

   ii. limit the risk to damage to common property and other lots to rare/low;

j) **not impede fire management systems** protecting the Basement, such as solid covers on top of storage cages

k) **not store any such items in any additional storage systems in their lot that does not have an open or grated top** to enable fire systems to perform their function should an event occur

l) **ensure any such items are accurately labelled with appropriate warnings and storage instructions**

m) **regularly inspect stored items** to ensure that they are in good condition and not leaking or causing damage;

n) **notify the Owners Corporation of any issues or events immediately,** such as spills or leaks of hazardous or dangerous materials in the Basement;

o) **hold relevant licenses, obtain necessary approvals and permits, where approvals and permits are required the approval from the Executive Committee is also required prior to storing** in Basement lot

p) **maintain relevant licenses, approvals and permits**

q) **store items within the unit's allotment in the Basement so they do not block access ways, emergency exits or cause nuisance to other owners and tenants**;

r) **have any necessary spill kits, support materials and any other controls that are appropriate for the volume and type of substances stored**

s) **ensure that all waste or materials are disposed of compliantly**, such as items that require special disposal are disposed of properly, in accordance with relevant laws and regulations;

t) **comply with any requests to remove items or address issues where in breach of this policy immediately** by the Building Manager, Strata Manager or Executive Committee;

u) **undertake preventive, detective and corrective actions. Where the owner or occupier is unable to comply in a reasonable time or immediate action is required** the Owners Corporation will take appropriate and timely action to protect lives, common property and other obligations responsibilities in accordance to *Unit Titles (Management) Act 2011;*

v) **be accountable for any loss, damage and actions required from breaches of this policy, the owner will be invoiced for costs incurred by the Owners Corporation.**

11. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all owners, occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The Strata Manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the Strata Manager.

   The Strata Manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the Strata Manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the Strata Manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the Strata Manager.

YAMAROSHI
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Move in Move Out Policy

1. Introduction

The following policy outlines the standards and guidelines for move ins and move outs, (MIMO) of Yamaroshi, UP 4800.

This policy has been developed because MIMOs require access to common property.

The Owners Corporation recognises MIMO within Yamaroshi can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of 4800 has developed the following policy to govern MI/MO activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the safe and secure use of common property during a MIMO as well as maintaining the reputation of the Owners Corporation.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as breakages, theft; and
- To establish a framework for managing MIMOs that is fair and transparent for all owners and occupiers.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Move In – Move Out Rules and Procedure Form refers to the form provided by the building manager or strata manager that must be completed by the owner or occupier moving in or out of Yamaroshi.

Removalist/s refers to the person/s or company providing the removal service of personal property in or out of the building.

5. Scope

This policy applies to all owners and occupiers who MIMO of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi MIMOs includes this policy, the 'Move In Move Out Rules and Procedure Form, UP 4800 "Yamaroshi" Rules, Yamaroshi: Building Security and Access Control Policy and the *Unit Titles (Management) Act 2011*.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

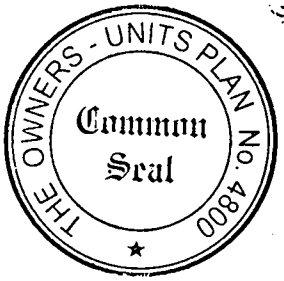
The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers moving in and out of Yamaroshi

Owners and occupiers are obligated to:

- Complete and abide by the Move In – Move Out Rules and Procedures Form and abide by the UP 4800 Rules;
- Acknowledge that failure to abide with the Yamaroshi Move In – Move Out Rules and Procedures will result in infringement notice to the owner and occupier;
- Acknowledge the liability for any loss resulting from a security breach during the MI/MO due to the failure to secure the building at all times during or following the move. The building front doors must not be left unsecured at any time and recovery for loss or damage will be made pursuant to paragraph 31(1)(a and b) of the *Unit Titles (Management) Act 2011;*
- Take responsibility of the removalist/s at all times while they are on Yamaroshi Common Property, including not causing nuisance to the Yamaroshi Community during the MIMO; and
- Meet the full cost of damage caused by removalist/s.

THE OWNERS - UNITS PLAN No. 4800
Common Seal



YAMAROSHI
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Move In - Move Out Procedures
-FORM-

- The owner or occupier agrees to abide by the UP4800 Yamaroshi Move In – Move Out (MIMO) Procedures;
- No moves between 7-10am and 4-6pm, unless Building Manager approval is provided;
- The owner or occupier agrees to take responsibility of the removalist/s at all times while they are on Yamaroshi property;
- The owner or occupier is liable for the full cost of loss or damage caused by removalist/s or security breach as a result of the move, pursuant to paragraph *31(1)(a); and (b) of the Unit Titles (Management) Act 2011*;
- The owner or occupier agrees that removalist trucks will not block the driveway under any circumstances;
- The owner or occupier agrees removalist/s will bring all items through the front doors only. Both front doors may be opened for the MIMO and must be secured between loads, and secured by the owner or occupier following the move;
- The owner or occupier agrees they are liable for any loss resulting from security breaches from failure to secure the front doors during or following their MIMO;
- The owner or occupier agrees they or the removalist/s will not cause nuisance to other residents for the duration of the move, including:
    - The lobby will not be blocked,
    - The side door will not be used for moving purposes,
    - Fire exits will not be blocked,
    - The driveway will not be blocked,
    - The lift will only be locked for the period of time taken to pack and unpack the lift,
    - The removalist, the owner or occupier will ensure the building is secure between MIMO loads; and
    - Removalist/s will:
        - Not prevent residents from using the lift,
        - Pack items to the right side of the lift in the lobby,
        - Lock and pack the lift, and
        - Relocate the lift to the residential floor and lock to unpack lift allowing residential use between loads;
- The owner or occupier will take responsibility for the lift key and will inform removalist the lift key must be used. **Lift doors must not be held open under any circumstances.** The owner or occupier will be responsible for lift faults caused as a result of the move. CCTV is used in the building;
- The owner or occupier will return the lift key to the Building Manager or place it in the **Lift Key Return Box** located on level 1 on the day of, or day following the move, Failure to return the Lift Key will result in a charge for replacement by the tenant or the lot owner pursuant to paragraph *31(1)(a); and (b) of the Unit Titles (Management) Act 2011*;
- **Replacement lift key can cost up to $300,**

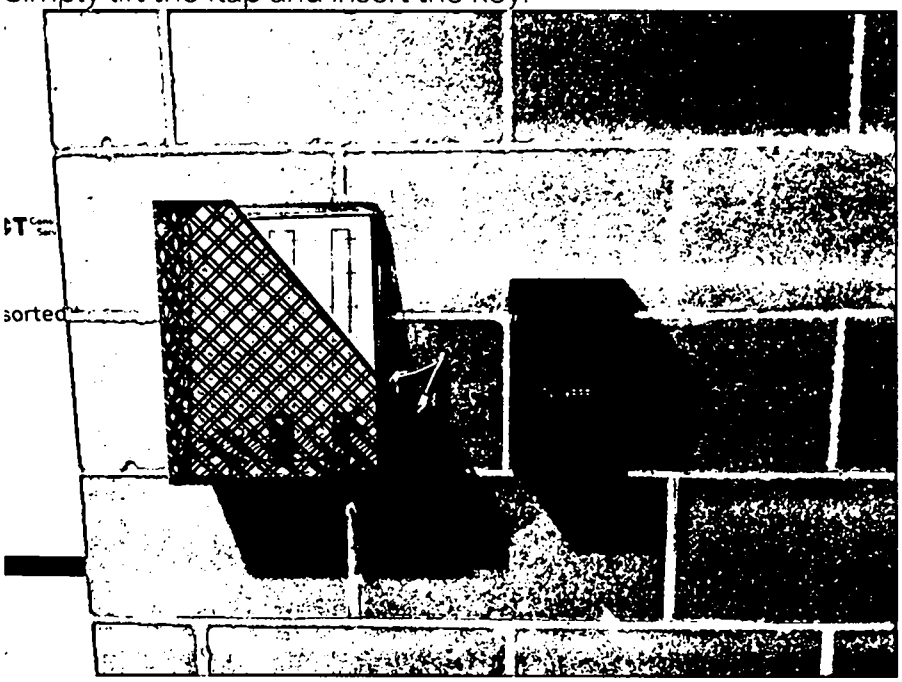
Building Manager: SIEMONNE 0447 213 043

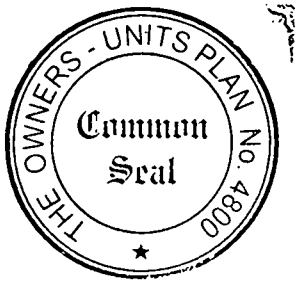
- The owner or occupier acknowledges the Building Manager will assess Yamaroshi common area for damage before and following the move; and
- The owner or occupier agrees to ensure the removalist abides by these UP4800 Yamaroshi Move In – Move Out Procedures.

Instructions for Person Using the Lift Key

Returning the Key

After using the lift access key, return it to the drop box on Level 1.
The key return box is located on the wall next to the women's bathrooms
Simply lift the flap and insert the key.





Accessing Level 1 Outside Business Hours (between 0700 – Midnight any day)

If returning the key outside business hours Use the fire stairs to access Level 1.
Your waste room code grants ground floor access.
Proceed up the stairs to Level 1, using the access code [113872] on the key pad in the stairwell on Level 1.
Find the key box in the wall next to the women's bathroom.

Replacement Cost

Be aware there is a charge of approximately $300 for a replacement key if the original is not returned.

Ensure to respect the common property, maintain cleanliness, and secure all accessed doors. Your cooperation is appreciated to maintain a smooth operation for move-ins and move-outs.

Building Manager: SIEMONNE 0447 213 043

YAMAROSHI
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THE OWNERS - UNITS PLAN No. 4800 Common Seal

FORM to be kept by Building Manager

Owner / Occupier full name:.....

Apartment Number:.....

Removalist Company Name:.....

Removalist Company Onsite Contact Name:.....

Removalist Company Contact Number:.....

Move date / time:.....

Lift key number:.....

Lift key collected date / time:.....

Building Manager name / signature:.....

Owner / Occupier signature:.....

Damage assessment report:

.....

.....

.....

Lift Key returned date:.....

Building Manager signature / date:.....

Owner / Occupier signature /date :.....

Building Manager: SIEMONNE 0447 213 043

YAMAROSHI
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THE OWNERS - UNITS PLAN No 4800 Common Seal

Yamaroshi Building Security and Access Control Policy

1. Introduction

The following policy outlines the standards and guidelines for building security and access device control of Yamaroshi, UP 4800.

This policy has been developed because Keys and Access Devices provide access to Common Property as well as individual units.

The Owners Corporation acknowledges building security and the care for Keys and Access Devices is a shared priority. Owners and occupiers are expected to abide by this policy ensuring the Yamaroshi Community experience safety and security within the building.

The Owners Corporation of Yamaroshi UP 4800 has developed this policy to govern building security and access control measures ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to secure Keys and Access Devices in accordance with these guidelines will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the building safety and security as well as responsibilities of owners and occupiers as well as maintaining the reputation of the Owners Corporation.

Security breaches may result in theft or damage to property and may require measures such as locks being changed to avoid the risk of further loss. The Owners Corporation will pass on any costs to the owner of the relevant unit where those costs are attributable to an owner or occupier. Breaches of this policy will be taken as actions attributable to the owner.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as theft or damage, and;
- To establish a framework for managing building security and Access Devices that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

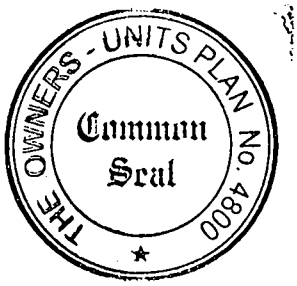
Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Keys refer to the restricted individual unit key that also accesses Common Property.

Access Devices refers to garage fobs, proximity cards and other electronic devices that provides access to the building.

Waste Room Codes refers to the unique code provides to every owner and occupier. Waste room unique codes are changed if a owner or occupier joins Yamaroshi.



THE OWNERS - UNITS PLAN NO. 4800
Common Seal

5. Scope

This policy applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi building security and the use and storage of keys and access devices to Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011*.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers for Yamaroshi Keys and Access Devices

Owners and occupiers are required to:

- Keep Keys and Access Devices in a secure location. Keys and Access Devices **must not be left in letterboxes or the basement** under any circumstances;
- Not allow any person to tailgate into the building;
- Deny access to the building if an unknown person contacts you through the security system;
- Ensure all doors (including garage and waste rooms) are secured following entry or exit;
- Short term rental Keys and Access Devices **can only be left in an Executive Committee approved key safe,** which is bolted to the common area wall inside the lot letterbox. Refer to the UP 4800 "Yamaroshi" policy for Short Term Rentals
- Not share individual Waste Room codes with others; and
- Provide notice immediately to the Strata Manager upon realising that a Key or Access Device has been lost or stolen. The owner or occupier will provide all reasonable assistance to the resolution of any resulting security risks.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

The Owners' Corporation uses CCTV to identify security breaches and may use footage to identify the parties responsible for any breach.

Obtaining additional keys or fobs

Keys and or Access Devices for Yamaroshi lots can only be issued with the permission of the Owners Corporation, administered by the strata manager.

The strata manager may require reasons as to why additional Keys or Access Devices are required, and may refer requests to the Executive Committee.

Waste Room Unique Codes

Each owner or occupier will be provided a unique code for access to the residential or commercial waste rooms. This code will also provide access to the ground floor fire stair door and first floor commercial bathrooms as appropriate. Unique codes must not be shared or passed to new owners or occupiers. Owners or property managers may apply to the Executive Committee for additional unique codes to that of the occupier. All new owners or occupiers must request their unique code from the Executive Committee or through the Strata Manager.

Lost or stolen Keys or Access Devices

If a Key or Access Device is lost or stolen, the owner or occupant responsible for that key or Access Device must notify the strata manager **immediately.**

Failure to notify the strata manager will result in a breach of the UP 4800 "Yamaroshi" Rules. Penalties apply

The strata manager will notify the Executive Committee of the Owners Corporation. The owner or occupier must provide as much information as possible relevant to the loss or theft and the risk arising from the loss of the Key or Access Device such as:

- When the person identified that the Key or Access Device had been lost or stolen;
- When the Key or Access Device was last used or known to have been in the person's possession; and
- Where the Key or Access Device may have been lost or stolen

Following notification that a Key or Access Device has been lost, the Executive Committee may, in its discretion, arrange for new locks or door mechanisms. Where the Executive Committee determines that it is necessary to replace or reprogram Keys, locks, Access Devices or door mechanisms, the Executive Committee:

- Will notify owners and occupiers as soon as possible.
- Will provide information to owners and occupiers about the steps being taken, and any steps required of the owners or occupiers.

- May invite owners or occupiers to agree to the Owners' Corporation to arrange replacement locks, issue Keys or enter into other arrangements with respect to units under section 29 of the *Unit Titles (Management) Act 2011* (ACT).
- Will raise a debt to recover the costs of the replacement or reprogramming, against:
    - The owner or occupant of the unit who lost the Key or Access Device or from whom it was stolen, or who was responsible for any breach of this policy; and/or
    - A person who agreed to the Owners' Corporation arranging works to be undertaken on their unit, pursuant to section 30 of the *Unit Titles (Management) Act 2011*.

ACT Government

Access Canberra.

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SPECIAL RE **ON**

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LODGING PARTY DETAILS			
Name	**Email Address**	**Customer Reference Number**	**Contact Telephone Number**
Bright & Duggan P/L	customercare@bright-duggan.com.au		02 6156 3305

TITLE AND LAND DETAILS			
Volume & Folio	**District/Division**	**Section**	**Block**
2443:90	BRADDON	28	21

UNITS PLAN NUMBER
4800

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
That the Owners Corporation for Units Plan 4800 hereby resolves to adopt the proposed amendments to the Rule regarding Building Security, Safety, and Access Control. That the Owners Corporation for UP4800 resolves to amend the Short Stay Rental policy ensuring Key or Access devices are note stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property without the express permission of the Owners Corporation. That the Owners Corporation for UP4800 resolves to amend Rule 1.4 Erections and Alterations to include Window Presentation and Maintenance Rules. That the Owners Corporation for Units Plan 4800 register the amended Rules and Alterative Rules as attached.	29 May 2025

SUPPORTING DOCUMENTATION (Please select appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal may be affixed)
☒ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☒ Sealed copy of Alternate Rules ☐ Other (specify) -	THE OWNERS - UNITS PLAN No. 4800 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

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*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:

Aislinn Elise Clifford
Senior Assistant & Operations

Victoria Alice Sullivan

for: *Bright & Duggan Pty Ltd*

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	LMT	Registration Date	08/07/2025

VOI Sighted X.....1.....

Change of Name by ..N.A

Authority to Deal .....✓.....

ASIC .....N.A.....

Category .....1.....

Signed by ...

Date .....30/6/25.....

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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)
2443:90	**BRADDON**	**28**	**21**		

ANNEXURE TO (insert dealing type)	**TOTAL NUMBER OF PAGES IN ANNEXURE**
Special Resolutions by Owners Corporation	**21**

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners-Units Plan No 4800

bright & duggan

australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 4800

32 Mort Street, BRADDON, ACT, 2612

Meeting Date:	Thursday 29 May 2025
Time:	05:30 PM due to reduced quorum 6:04 PM
Address:	https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 484 167 757 46 Passcode: gS3Aq7Kf --- Dial in by phone +61 2 7208 4885,,14514958# Australia, Sydney Phone conference ID: 145 149 58#
Present	Yuan Chen (Lot 6) Owner present (pre-voted) James Joseph English & Lauren Jane Moore (Lot 11) Owner present Matthew Thomas Harcourt-Cooze (Lot 32) Owner present (pre-voted) Anthony Charles Warnock & Sandra Lea Warnock & Aimee Warnock (Lot 33) Owner present (pre-voted) Anthony Charles Warnock & Sandra-Lea Warnock (Lot 36) Owner present (pre-voted) William Bannear (Lot 40) Owner Present Kathryn Anne Ross (Lot 55) Owner present Amit Pratap & Promila Pratap (Lot 60) Owner present (pre-voted) Virginia Sinlao representing Bright & Duggan
By proxy:	Soo Hyeon Choi (Lot 27) nominate Sandra Warnock Lot 36 Heath Gregory Penwill (Lot 52) nominate Chairperson Troy Arthur James Fletcher (Lot 54) nominate Sandra Warnock Lot 33

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Mike Yang as trustee for Ray Trust (Lot 63) nominate Allen Chen/Greg Moore

Absentee voters:

Damian Matthew Doyle (Lot 2) Electronic vote
Vincent Terrence Mamo & Briony Louise Mamo & Catherine Lynne Mamo (Lot 29) Electronic vote
Xinghua Mai (Lot 37) Electronic vote
Richard Rowe (Lot 49) Electronic vote
Richard Barry Wallace & Alison Wallace (Lot 50) Electronic vote
Elliot Braddon Holdings Pty Ltd & Gray Braddon Holdings Pty Ltd (Lot 64) Electronic vote
ASREN SMSF Pty Ltd (Lot 65) Electronic vote
Superatreya Property BT Pty Ltd as bare trustee for Superatreya Pty Ltd as trustee for Superatreya Superannuation Fund (Lot 68) Electronic vote

Chairperson:

SANDRA-LEA WARNOCK

Apologies:

Heath Penwill (Lot 52)
Troy Flecther (Lot 54)
Alexander Elliott of Elliott Braddon Holdings Pty & Gray Braddon Holdings Pty Ltd (Lot 64)

Quorum:

A quorum not achieved

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Common Seal

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: 4800

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Thursday, 29 May 2025

Tick applicable box, or both boxes if applicable:

☑ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 - Reduced quorum decisions

If there is insufficient space here, tick ☑ and attach details to the notice
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Thursday, 29 May 2025

A4 - Owners corporation declaration

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

Seal affixed: Wednesday, 11 June 2025

Signed | Name: Virginia Simao

Title: Strata Manager

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

AF2012-112 made under the Unit Titles (Management) Act 2011, s.146
Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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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).

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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).

Motions

1. Election of Chair

That the Owners Corporation of Units Plan 4800 elect a member to preside as Chairperson at this meeting.

Sandra Warnock chaired the meeting, as the Chair of the 2024/2025 Executive Committee.

2. Acceptance of Proxies

That the Owners Corporation of Units Plan 4800 consider accepting the nominated proxies, acknowledge the absentee votes, and apologies received prior to the start of the meeting.

The nominated proxy was acknowledged as presented.

3. Executive Committee Chairperson's Report - Acknowledgement

The Chairperson's report is attached, which offers a comprehensive summary of the actions and determinations made by the Executive Committee for the 2022/2023 term on behalf of the Owners Corporation of Units Plan 4800.

4. Minutes

Motion 1: That the minutes of the last annual general meeting held on 18 June 2024 of the Owners Corporation of Units Plan 4800 be adopted as a true and accurate record of the proceedings of that meeting.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 0	ABSTAINED: 1
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

5. Audit Acknowledgement (Previous Year)

The Executive Committee of Units Plan 4800 undertook the 2024 audit to ensure that all practices and processes have been carried out correctly.

Acknowledged.

6. Financial Statements

Motion 2: That the attached statements of key financial information of Units Plan 4800 for the financial year ending on 31/12/24 for the administrative fund, the sinking fund and any other fund held by the Owners Corporation, be adopted.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 0	ABSTAINED: 1
Absentee VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 0

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7. Financial Audit

Motion 3: That the Owners Corporation of Units Plan 4800 authorises the Executive Committee to obtain an audit for the 2025 Financial Statement for the year ending 31 December 2025 and this will be displayed as an annual budgeted item.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

8. Invest Sinking Fund

Motion 4: That the Owners Corporations for Units Plan 4800 authorises the Executive Committee to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

Manager's note: During the meeting, a question was raised regarding why the Owners Corporation solely invests in Term Deposits rather than Bonds or Asset-Backed Securities (ABS). Investing in Bonds carries financial risks that could compromise the Owners Corporation's ability to meet operational obligations and maintain common property. Bond prices are subject to fluctuations due to interest rates and market conditions, which introduces a higher level of risk. In contrast, Term Deposits provide a straightforward investment option with a fixed interest rate for a designated term, ensuring greater stability for the Owners Corporation. It is recommended that if the Owners Corporation intends to pursue other forms of investments, it should obtain legal advice, as this relates to legislation outside of unit titles.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

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9. Insurance Certificate - Acknowledgement

That the current insurance of the Owners Corporation for Units Plan 4800, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0000023535	CHU Underwriting Agencies	07 Jul 2025	BUILDING	$41,674,500.00
			PUBLIC LIABILITY	$30,000,000.00
			COMMON AREA CONTENTS	$416,745.00
			LOSS OF RENT	$6,251,175.00
			FIDELITY GUARANTEE	$250,000.00
			VOLUNTARY WORKERS	$200,000.00 / $2,000.00
			OFFICE BEARERS	$5,000,000.00
			GOVERNMENT AUDIT COS	$25,000.00
			WH&S APPEAL EXPENSES	$100,000.00
			LEGAL EXPENSES	$50,000.00
			LOT OWNERS IMPROVEME	$250,000.00
			FLOOD	Insured
TOTAL PREMIUM: $47,613.81				

Excess Refer to policy.

Acknowledged.

10. Insurance Valuation Acknowledgement

The Owners Corporation for Units Plan 4800 obtained a building valuation for insurance purposes, noting the previous valuation from QIA Group Pty Ltd was prepared on 21/3/23, and authorises the Executive Committee to adjust the sum insured in accordance with the renewal and for the managing agent to adjust as instructed.

Manager's note: The meeting agreed that the insurance valuation will be resolved at the next Annual General Meeting (AGM) to determine whether to obtain a new valuation or adjust the sum insured for the renewal.

11. Insurance Renewal

Motion 5: That the Owners Corporation of Units Plan 4800 resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;
2. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

12. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 4800 have no new or outstanding Insurance Claims.

Acknowledged.

13. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 4800 have an outstanding maintenance issue.

- Regarding building defect issues with the builder, the review process is still ongoing, as our independent structural engineer, Mal Wilson, is awaiting the executed work plan to be provided. Without this document, he is unable to finalise his assessment of the completed work. - attached the relevant report along with the builder's response to this matter.
- Cladding, where the black faced aluminium composite panels containing 27% Polyethylene installed forming a parapet capping to the level 1 balconies on the western elevation shall be removed and replaced with a product deemed non-combustible. - attached is the Black ACP to be replaced
- Lot 57 needs to perform repairs to the common property due to damage caused during the initial fit-out. Images have been provided displaying the damage, including holes in the common property's bin enclosure and other affected areas. The unauthorised works carried out on the common property include damage to the concrete slabs with multiple cores drilled, significant plumbing installed in the waste rooms below the tenancy, as well as cores and plumbing works connected to common property in the basement, and damage to the wall above the waste rooms where a hot water service was installed.

The meeting acknowledged the maintenance issues listed and will address them in the first Executive Committee meeting.

14. Maintenance Plan

Motion 6: That the Owners Corporation of Units Plan 4800 resolves to adopt the current building maintenance plan, from QIA Group Pty Ltd, that was prepared on 22/10/21.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

15. Sinking Fund Plan - Adopt

Motion 7: That the Owners Corporation for Units Plan 4800 resolves to adopt the current Sinking Fund plan, effective from the first date of the next financial year; and to delegate to the strata committee the authority to instruct the managing agent to undertake any functions, as outlined in the strata management agency agreement (additional services schedule), that are necessary for the implementation of the required funds.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

16. The Tenant of Lot 63, Unit G007 requested to propose their preventative, detective, and corrective controls necessary to ensure effective cleaning services during weekend trade.

Introduction

Lot 63, Unit G007 of the Yamaroshi Complex is owned by Mr Mike Yang, which has been leased to Volstead Repeal (**Volstead**) a whisky and cocktail bar, since February 2022. Volstead trade Sunday to Thursday from 5pm – 12am and Friday to Saturday from 5pm-1am.

At the Annual General Meeting (**AGM**) on 18 June 2024, the Owners Corporation (**OC**) resolved on motion 9, to determine the expenditure of $6,006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends (**Cleaning Levy**). The additional weekend cleans are carried out on a Saturday morning.

Because Volstead are the only commercial occupant open on weekends, the effect of the resolution is that Mr Yang must bear the entire cost of the Cleaning Levy (which is passed onto Volstead pursuant to the terms of its Lease). Accordingly, on 5 July 2024, the OC issued a Levy Notice pursuant to the *Unit Titles (Management) Act 2011 (ACT)* in the amount of $10,530.22 to Mr Yang. The levy comprised the ordinary levies for the Complex, but also applied an amount of $2,292.20, being the Cleaning Levy for the period 1 May 2024 to 31 August 2024.

On 26 February 2025, Volstead met with the Executive Committee (**EC**) and Strata Manager for the Complex to discuss alternative solutions to address facility maintenance of the Common Property toilets in absence of the Cleaning Levy. Namely, for Volstead to assume responsibility for weekend cleaning in the place of a third-party provider, eliminating the need for the Cleaning Levy.

The purpose of this document is to outline Volstead's proposed preventative, detective, and corrective controls necessary to ensure effective cleaning services during weekend trade, and for the OC to consider and vote on the motions proposed by Volstead in respect of the same.

Submissions:

Prior to the Cleaning Levy, the cleaning of the Common Property toilets over the weekend trade was dealt with on an ad hoc basis. That is, a third-party provider would be engaged when an incident arose or required a professional cleaning service.

The Cleaning Levy is $6,006 per annum, which equates to 32.4 - 48.1 cleans over the course of the year. Comparatively, ad hoc cleans have only typically cost between $137 to $225 per clean (attachment A), and in the period between 2023 and 2025, only three invoices in relation to additional cleaning were raised with Volstead. This means the average annual cleaning cost was around $181, being $5,815.20 less than the Cleaning Levy.

We understand that the Cleaning Levy was introduced in response to concerns of the OC surrounding the cleanliness of the common property toilets over the course of weekend trade. However, the costs associated with the Cleaning Levy are, with respect, disproportionate to the OC's concerns, and premature in the circumstances, given:

THE OWNERS - UNITS PLAN No. 4800 Common Seal

1. only three incidents have been raised with the Volstead since its lease commenced on 1 July 2021;
2. on each occurrence, Volstead were agreeable to incurring the cost of additional ad hoc cleaning services required to rectify the incidents;
3. the Cleaning Levy was raised without consultation;
4. Volstead have not been provided with a reasonable opportunity to identify, rectify and manage the cleanliness issue prior to the raising of the Cleaning Levy; and
5. The Cleaning Levy is a significant cost for a comparatively small business.

Volstead's primary concern with the Cleaning Levy is that the cleaning services are provided on a Saturday morning, which does not seem to take into consideration that Volstead also trade on Saturday and Sunday from 5pm. Accordingly, cleaning prior to the conclusion of the weekend seems to be an inefficient use of the Cleaning Levy and does not actually effectively address the issue or concerns of the OC.

Cleaning Control Measures and Action Plan

Volstead propose to introduce new procedures as part of close on weekends, which includes:

1. **Inspection and Cleaning Scope**: During and following weekend trade, the following procedures have been adopted:

a. During trade, Volstead staff are required to inspect the hallways leading to the toilets, and the toilets themselves and take photos and document the state and condition of the same;
b. Volstead staff will rectify/clean any mess or issues identified (including overflow of waste paper bins in the toilets) during trade;
c. Volstead have engaged a third party cleaner to undertake end of night cleans on Friday and Saturday; and
d. Volstead staff are required to refer any mess or issues identified, and cannot be easily rectified during trade, to the end of night cleaner for action.

2. **Tracking & Accountability**: Our staff inspect and take photos of the state of the hallway leading to the toilets, and the toilets themselves, and rectify any mess or issues identified during the inspections. As part of the inspection, a checklist (**attachment B**) is completed by the staff, and pictures taken during the inspection saved to Google Drive.

3. **Prevention Measures** – Volstead Repeal is one of the most highly awarded venues in Canberra, and we take our Responsible Service of Alcohol commitments very seriously. The majority of issues we've encountered relate to patrons *unable* to navigate to the bathrooms due to the complexities of the process of getting to the bathrooms. We believe additional signage and providing handouts to customers will aid in better navigation to the bathrooms and could help reduce the likelihood of further incidents.

4. **Incident Response** – The nightly inspections will ensure that incidents are resolved in a more timely fashion than the current solution in place, where issues remain unidentified or unresolved for several hours. Nightly inspections will ensure that issues are identified by no later than end of service each night and are resolved immediately, or by the cleaners on the same night.

5. **Exceptional Cleaning Requirements** – Although we are not aware of any special or limited access cleaning equipment utilised by the current OC's cleaners, any issues not adequately addressed by our staff and/or our cleaner will be notified to the Building Manager and/or representatives of the EC for out-of-scope cleaning to be undertaken, for which we will readily bear the additional cost.

6. **Exit & Resolution Conditions** – Our proposal includes 3 separate solutions. As such, Motion 4 is proposed as the Exit & Resolution method should the first two proposals not be deemed appropriate, which is measured by more than 5 incidents of unsatisfactory condition of the toilets and/or common areas leading to the toilets ***(with sufficient evidence provided)*** *over the 12-month following this AGM.*

Manager's note: The resolution for an additional weekend cleaning stems from recurring issues related to the Lot 63 Unit G007's patrons using the toilet facilities. There have been multiple instances requiring specialised cleaning due to vomit, urine, and feces found in the hallway and staircase. This situation has led to weekly

complaints from commercial tenancies, creating increased cleaning demands that detract from time allocated for other cleaning tasks, including residential areas. To manage the risks effectively, also ensure the replenishment of consumables, such as toilet paper and hand soap. After thorough review, the Owners Corporation resolved during the 2024/2025 AGM to implement weekend cleaning for Lot 63, Unit G007, due to extensive public use of the restroom. The following motions will be put to a vote, with the outcome determined by a majority vote. A majority vote will either resolve or defeat each motion as presented. Votes will be counted by poll vote if votes are equal count.

17. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, the Tenants "Volstead Repeal" Proposed the Motions 8 to 11

Motion 8: That the Owners Corporation for Units Plan 4800, resolve to determine that motion 9 resolved at the AGM on 18 June 2024 be rescinded on and from even date.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

18. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, "Volstead Repeal" Proposed the Motions 8 to 11

Motion 9: The Owners Corporation for Units Plan 4800 resolve to accept and adopt the Cleaning Control Measures and Action Plan proposed by the occupant of Unit G007, being Volstead Repeal.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

19. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, "Volstead Repeal" Proposed the Motions 8 to 11

Motion 10: In the alternative to Motions 8 and 9 above, the Owners Corporation for Units Plan 4800 authorises the (Tenant) occupant of Unit G007, being Volstead Repeal to engage, and bear the cost of, a suitably qualified third-party cleaner of its choice, to service the common property hallways and bathrooms during weekend trade. Volstead will provide the Owners Corporation all documentation, books and records in respect of these cleans, on request.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

20. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, "Volstead Repeal" Proposed the Motions 8 to 11

Motion 11: Further and in the alternative to motion 8, 9, and 10 above, the Owners Corporation for Units Plan 4800 agree to change the time of the additional weekend clean to Monday before 9am. The Owners Corporation for Units Plan 4800 otherwise affirm motion 9 resolved at the AGM on 18 June 2024 in respect of the costs of that service.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

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21. Administrative Fund Expenditure Budget Estimates

Motion 12: That the proposed Administrative Fund Expenditure Budget estimates of $288,679.97 inc. GST and the following for cleaning:

- Residential Lot 1 to 56 $31,089.89 inc. GST

for period 1 January 2025 to 31 December 2025 be accepted.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

22. Commercial Administrative Fund Expenditure Budget Estimates

Motion 13: *Amended* - That the proposed Commercial (Lots 57 to 68) Administrative Fund Expenditure Budget estimates of $49,430.00 inc. GST for period 1 January 2025 to 31 December 2025 be accepted.

Manager's note: The motion has been amended to remove the Commercial Toilet and Hallway (Lot 63) weekend cleaning fee of $6,006.00 inc. GST. Refer to Motions 17 - 20.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

23. Sinking Fund Expenditure Budget Provisions

Motion 14: That the proposed Sinking Fund Expenditure Budget provisions of $102,553.00 inc. GST for period 1 January 2025 to 31 December 2025 be accepted.

Moved by: S Warnock
Seconded by: W Bannear

Motion RESOLVED.

Pre -VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

THE OWNERS - UNITS PLAN No. 4800
Common Seal

24. Levy Contributions

Motion 15: *Amended* - That the Owners Corporation for Units Plan 4800 determines an Administrative Fund Contribution of $288,679.97 inc. GST

- Residential Admin Fund Contribution of $31,089.89 inc. GST
- Commercial Admin Fund Contribution of $49,430.00 inc. GST

and a Sinking Fund Contribution of $100,500.00 to be contributed in accordance with the unit entitlements.

Payment to be made on 15 June 2025, 1 September 2025, and 1 January 2026.

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
Already Issued	1/01/2025	30/04/2025		$96,226.66	$33,500.00
To be Issued	1/05/2025	31/08/2025	15/06/2025	$96,226.66	$33,500.00
To be Issued	1/09/2025	31/12/2025	1/09/2025	$96,226.65	$33,500.00
Total	1/01/2025	31/12/2025		**$288,679.97**	**$100,500.00**

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued	1/01/2026	30/04/2026	1/01/2026	$96,226.66	$33,500.00
Total	1/01/2026	30/04/2026		**$96,226.66**	**$33,500.00**

Manager's note: The motion has been amended to remove the levy contribution for the Commercial Admin Fund Weekend Toilet Clean of $6,006.00 inc. GST

Moved by: S Warnock
Seconded by: M Harcourt-Cooze

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

25. Invoice Hub

Motion for the Adoption of Invoice Hub for Invoice Processing and Management

Motion 16: That the Strata Committee resolve to adopt the use of Invoice Hub through StrataMax for all invoice processing and management activities.

Moved by: S Warnock
Seconded by: W Bannear

Motion RESOLVED.

Pre - VOTES	FOR: 3	AGAINST: 2	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

THE OWNERS - UNITS PLAN No. 4800 Common Seal

26. Transfer Administrative Fund

Motion 17: That the Owners Corporation for Units Plan 4800 agrees to transfer $50,000.00 from the Administrative Fund Account to the Sinking Fund Account.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 0

27. Payment Plan for Levy Arrears

Motion 18: That the Owners of Units Plan 4800 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre – VOTES:	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

28. Debt Collection

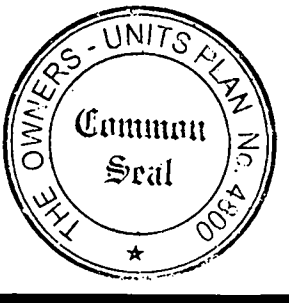
Motion 19: That the Owners Corporations of Units Plan 4800 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
2. To obtain legal advice and retain representation by engaging the services of a Debt Collection Agency or Grace Lawyers on behalf of The Owners Corporation – Units Plan No 4800;
3. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
4. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
5. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
6. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings.

Moved by: S Warnock
Seconded by: M Harcourt-Cooze

Motion RESOLVED.

Pre- VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1



29. 2025 Proposed Additions and Update to UP4800 Rules

Rule changes

The Committee has proposed amendments for the UP4800 Rules.

1. As a result of thieves targeting the short stay rental letterboxes for keys and access devices from the key boxes inside, the Committee has determined the risk is too high for keys and access devices to be left unattended in letterboxes or on common property at any time. If key boxes are found on common property, they will be removed and disposed of. The security of the building is paramount.
2. Access for residential owners and occupiers to the Zen Garden on level 2 for quiet reflection or group meditation. Access to this area is limited to residential owners and occupiers and not short stay guests. This approach is to ensure safety, security and limit disruption or nuisance to those who live in Yamaroshi and have bedrooms opening to the residential atrium.
3. The Committee has also considered the impact of construction, renovation or fit out of lots on other Lot Owners and the Owners Corporation. Lots left in an unsightly or derelict state impact the reputation of the building. Therefore, the Committee proposes a rule ensuring while any construction, renovation or fit out is taking place, and that work will take more than four weeks, the construction site must be covered in a professional manner and that will not degenerate the building appearance. Further, where any lot has windows facing into common property, the windows must present a professional appearance and not degrade the common property that they face.

The proposed rule changes have been acknowledged as motions are presented

THE OWNERS - UNITS PLAN No. 4800 Common Seal

30. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: Building Security, Safety and Access Control

Motion 20: That the Owners Corporation for Units Plan 4800 hereby resolves to adopt the proposed amendments to the Rule regarding Building Security, Safety, and Access Control. This amendment will incorporate with the current UP4800 Rule, ensuring enhanced safety and security protocols for all residents.

1. Purpose

1.1 In the interest of maintaining the security of UP4800 Yamaroshi Apartments, all residents and their guests are responsible to the safe keeping of keys and access devices and must ensure that building exit doors and garage are closed firmly after entering or leaving the building ensuring no tailgating into the building or garage.

2. Scope

2.1 Rule applies to all owners, occupiers, and tenants of both commercial and residential lots within the building complex.

3. Key and Access Device security

3.1 All owners, occupiers, tenants and guests of both commercial and residential lots must ensure all reasonable steps are taken to prevent loss of any Keys or Access Devices;
3.2 Unique Waste Room access codes are not shared with others;
3.3 Keys or Access Devices are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property without the express permission of the Owners Corporation;
3.4 If unauthorised key boxes are found on Common Property, they will be removed and disposed of;
3.5 The Owners Corporation Manager is immediately notified if Keys, or an Access Device is lost or stolen;
3.6 The owners, occupiers, tenants and guests will provide all reasonable assistance to the resolution of any resulting security risks;
3.7 All owners, occupiers, tenants and guests agree that all keys and access devices are registered by number and that information is accessible to the Owners Corporation, the Executive Committee, the Building Manager and appointed Owners Corporation Manager;
3.8. The Executive Committee has the power to deactivate any access device if there are reasonable grounds to believe it is being used in contravention of these Rules or any law;

3.9 The owner or occupier must ensure that if the lot is leased, that it is an express requirement of the lease for any keys or access devices to be returned to the lot owner on expiry of the lease.

4. Building Safety and Security

4.1 All owners, occupiers, tenants and guests of both commercial and residential lots must not allow any person to tailgate into the building, including lobby, lifts or basement garages;
4.2 All owners, occupiers, tenants and guests of both commercial and residential lots must deny access to the building if an unknown person contacts you through the security system;
4.3 Ensure all doors (including garage and waste rooms) are secured following entry or exit;
4.4 All owners, occupiers, tenants and guests must comply with all speed restrictions reasonably notified by signs at the property;
4.5 Fire doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in cases of emergency. Note that this is a requirement under law; corporate and personal fines will be issued by the Fire Brigade for non-compliance;
4.6 Interference with any security or emergency system, or any other building infrastructure, is prohibited. Careless and/or deliberate activation of fire alarm systems (including but not limited to glass break panels, fire hoses, extinguishers, sprinkler systems, emergency exit lights, fire doors, intercoms or entry doors) is prohibited; and
4.5 Lot owners are responsible and accountable for the payment of false alarm charges resulting from unwanted false fire alarms.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

THE OWNERS - UNITS PLAN No. 4800 Common Seal

31. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: Short Stay Rental policy

Motion 21: That the Owners Corporation for UP4800 resolves to amend the Short Stay Rental policy ensuring Keys or Access Devices are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property without the express permission of the Owners Corporation.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

32. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: 1.4 Erections and Alterations to include Window Presentation and Maintenance Rules

Motion 22: That the Owners Corporation for UP4800 resolves to amend Rule 1.4 Erections and Alterations to include Window Presentation and Maintenance Rules.

1. Purpose

1.1 The purpose of this by-law is to ensure that all commercial and residential windows visible from common areas or public spaces are maintained in a clean, tidy, and professional manner, preserving the building's overall aesthetic and reputation.

2. Scope

2.1 This by-law applies to all owners, occupiers, and tenants of both commercial and residential lots within the building complex.
2.2 For clarity, "windows" includes any glass panels or similar transparent surfaces facing external or common property areas.

THE OWNERS - UNITS PLAN NO. 4300 Common Seal

3. Window Cleanliness & Maintenance

3.1 All windows must be kept clear, clean, and free from the accumulation of dirt, grime, or other visible debris.
3.2 The Owners Corporation may engage professional cleaning services for external windows at appropriate intervals. Commercial tenants are responsible for maintaining the cleanliness of any interior-facing surfaces that are visible from outside.

4. Window Displays & Placement of Items

4.1 Commercial occupants must ensure that no unsightly or bulky items (e.g., cabinets, boxes, or storage containers) are placed directly against or in front of windows if such items are visible from outside.
4.2 If interior storage cannot be repositioned away from windows, suitable blinds, curtains, or approved window tinting/films shall be used to ensure such storage is not visible from outside.
4.3 All windows and blinds (including any related fixtures or fittings) must remain entirely within the boundaries of the commercial lot and must not extend into or encroach upon common property or another lot.

5. Aesthetics of Window Treatments

5.1 Aesthetic and Fit-Out Approval

- Any blinds, curtains, or window films used must match or complement the aesthetics of the building.
- These items are considered part of the lot's fit-out and therefore require submission of relevant plans to, and written approval from, the Owners Corporation before installation or modification.

5.2 Consideration for Views from Common Property

- Window treatments (including blinds, curtains, or window films) must be installed in a manner that minimises any negative impact on the views from common property areas.
- No occupant shall install or attach anything to their windows that significantly obstructs, detracts from, or negatively impacts the visual outlook enjoyed from the common property.

5.3 Construction Periods Exceeding 90 Days

- For any premises (lot) undergoing construction, renovation, or fit-out for a period exceeding 90 days, tinted film (or another form of approved coverage) must be applied to the windows at the owner's expense.
- Such tint or coverage must be approved by the Owners Corporation in writing and installed in a manner that maintains the building's overall appearance while balancing the practical needs of construction.

5.4 Compliance Period for Existing Premises

- Existing commercial lots must comply with the requirements set out in this by-law within **90 days** from the date this by-law takes effect.
- Owners or tenants must submit any required approvals for window treatments to the Owners Corporation within this period.
- If modifications are required, the owner or tenant must complete the necessary work within the 90-day compliance period.
- Failure to comply within this timeframe may result in enforcement actions as outlined in Section 6.

6. Compliance & Enforcement

6.1 The Owners Corporation (or its appointed representatives) shall have the authority to conduct periodic inspections to ensure compliance with this by-law.
6.2 If a breach is identified, the Owners Corporation may issue a written notice requiring the owner or occupier to remedy the breach within a specified timeframe.
6.3 Failure to comply with a notice may result in penalties, recovery of costs for remedial action undertaken by the Owners Corporation, or other enforcement measures as permitted by relevant legislation and the building's governing documents.

7. Dispute Resolution

7.1 In the event of a dispute regarding this by-law or its application, the parties should first attempt to resolve the matter by friendly discussion or mediation.

7.2 If the dispute cannot be resolved through mediation, the matter may be referred to the appropriate tribunal or court in accordance with applicable ACT law.

8. Amendments

8.1 The Owners Corporation may amend this by-law from time to time by passing a resolution in accordance with the procedures set out in the relevant legislation and the building's governing documents.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

33. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: Access to Zen Garden ONLY for Residential Owners, Occupiers, and Tenants

Motion 23: *Amended* - That the Owners Corporation for Units Plan 4800 resolves to trial the access for 8-weeks, only for residential Owners, Occupiers and Tenants to Level 2 residential area to access the Zen Garden. Access will not be provided to short stay accommodation guests, and the area must not be used for unauthorised congregations. The Executive Committee will undertake a consultation and review process with residential community access to be reversed if there are detrimental outcomes for the Level 2 residents. Furthermore, access will be immediately reversed for any residential Owner, Occupier or tenant causing nuisance through noise complaints or other inappropriate behaviours.

Manager's note: A trial period for Level 2 access was resolved for 8 weeks, limited to residential owners and tenants. Feedback from residents from Level 2 and the Executive Committee will be reviewed during this period. If access results in negative outcomes for Level 2 residents or those with bedrooms adjacent to the atrium, access will be revoked. Immediate revocation of access will occur for any owner, occupant, or tenant responsible for noise or nuisance complaints during the trial. Updates regarding Zen Garden access will be communicated through the Yamaroshi Community WhatsApp group.

Moved by: S Warnock
Seconded by: K Ross

Motion RESOLVED.

Pre – VOTES	FOR: 3	AGAINST: 2	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

34. Amendment of the UP4800 Rules and include Alternative Rules

Motion 24: That the Owners Corporation for Units Plan 4800 register the amended Rules and Alternative Rules as attached.

Moved by: S Warnock
Seconded by: K Ross

Motion RESOLVED.

Pre – VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

35. Green Wall

Motion 25: That the Owners Corporation for UP4800 resolves to investigate and replace the green walls with a planting system and plants that will be conducive for the location and westerly aspect with the total cost for replacement not exceeding $15,000.00.

Moved by: S Warnock
Seconded by: M Harcourt-Cooze

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 2	ABSTAINED: 0

36. Election of Executive Committee

Motion 26: That the Owners Corporation of Units Plan 4800 resolves to elect the executive committee of between 2 to 7 members to hold office until the next annual general meeting and for that committee to elect a Chair, Secretary, and Treasurer at this meeting or the first executive committee meeting.

The proceeding is as follows:

a) the Chairperson is to announce the names of candidates nominated in writing and eligible for election to the Executive Committee.
b) the Chairperson is to call for any oral nominations of candidates eligible for election to the Executive Committee; and
c) the Owners Corporation to determine the number Executive Committee members and elect the members.

Moved by: S Warnock
Seconded by: K Ross

Motion RESOLVED.

Pre – VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

Manager's note: The Owners Corporation members expressed their heartfelt gratitude to the Executive Committee for their dedicated volunteer work in managing the Yamaroshi Community complex.

The elected Executive Committee members for 2025/2026:

Executive Committee Members	Lot Number
Ssu (Tomy) Hwang	10
Sandra Warnock	36
William Bannear	40
Heath Penwill	52
Troy Fletcher	54
Amit Pratap	60
Bobby Patel	68

THE OWNERS - UNITS PLAN No. 4800 Common Seal

37. General Business

- Discussion on commercial trade waste and annual maintenance required by ICON.
  - Currently connected Commercial Tenancies: 001, 004, 007, 003, and 104.
  - Tenancies 001 and 004 will not be discharging waste at this time. It is recommended that any shop not requiring a grease trap should not be connected.
  - **Action Item**: Further discussion is needed with the Executive Committee and the Commercial lots.
- Electrification - The meeting focused on electrification in the complex, with a particular emphasis on the solar panel and hot water system. A group of owners will form a subcommittee to assess the feasibility of electrification. Additionally, the financial return on the investment will be taken into consideration.
- Common Property use of Space - An owner proposed a place-making initiative within the complex. **Action Item**: This will be discussed further with the Committee, and a subcommittee may be formed to oversee the project.
- Owners and residents can stay connected with the Yamaroshi Community by joining the WhatsApp Community Group. The QR code is located near the lift on the ground floor

38. Audit of ALL Access Devices

Motion 26: That the Owners Corporation for Units Plan 4800 resolves to undertake an audit of all the Access Devices, including fobs and proximity cards. Devices that are not accounted for will be deactivated.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre – VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

There being no further business the meeting closed at 09:28 PM.

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4800

THE OWNERS - UNITS PLAN No 4800
Common Seal

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)
2443:90	**BRADDON**	**28**	**21**		

ANNEXURE TO (insert dealing type)	**TOTAL NUMBER OF PAGES IN ANNEXURE**
Special Resolutions by Owners Corporation	**45**

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners-Units Plan No 4800

UP4800 RULES

32 Mort Street Braddon 2612

Our Vision for Yamaroshi 4800

Our vision for our building, our home, our place of work is to create a space where health and wellbeing, safety, environmental responsibility, and a strong sense of community are our top priorities. We are committed to building a community that cares about each other and the environment; where everyone feels safe, supported, and valued.

We believe that by focusing on sustainability, we can create a better future for the planet and ourselves. We are dedicated to reducing our environmental footprint by using eco-friendly services and materials, promoting energy efficiency, and encouraging sustainable practices among our owners and occupiers.

At our building, we believe that living well means more than just physical health - it also means having a strong sense of community and connection. We are committed to fostering a supportive and inclusive environment where everyone can thrive, and where our residents and those that work here feel a sense of belonging and connection.

Our Yamaroshi philosophy is rooted in the belief that everything and everyone in our community is interconnected, and that our choices have an impact on our neighbours and the environment. We understand that by taking care of our neighbours, our surroundings, and ourselves we can create a more harmonious and fulfilling way of life for everyone in our building.

Above all, we want our owners and occupiers to love living and working here. We believe that by creating a beautiful, welcoming, and sustainable community, we can provide an exceptional lifestyle experience that meets and exceeds our expectations.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

To be adopted at the AGM 2025
UP4800 YAMAROSHI

INTRODUCTION:

These rules have been established for the mutual benefit of all residents, including owners and tenants; in order to ensure the general well-being of all residents and to maximise convenience, comfort, and privacy, certain rules are necessary.

These rules aim to minimise annoyance and provide guidelines for residents and their guests.

They are an integral part of any leasing arrangement between a unit proprietor and a tenant.

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863. You will need to provide the Unit Plan number 4800, address and any other information requested.

UP4800 - Owners Corporation Managing Agents
Bright & Duggan ACT
PO Box 281
Crows Nest NSW 1585

Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

Complaints
A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 4800.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date, and nature of the offence.

UP 4800 RULES

Yamaroshi – 32 Mort Street, Braddon ACT

THE OWNERS - UNITS PLAN No. 4800 Common Seal

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 obtained in an ordinary resolution 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.

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.

General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

(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

Example—permission unreasonably withheld

external appearance of a unit or the units plan

(4) Window Presentation and Maintenance Rules

(a) Window Cleanliness & Maintenance

3.1 All windows must be kept clear, clean, and free from the accumulation of dirt, grime, or other visible debris.

3.2 The Owners Corporation may engage professional cleaning services for external windows at appropriate intervals. Commercial occupants/tenants are responsible for maintaining the cleanliness of any interior-facing surfaces that are visible from outside.

(b) Window Displays & Placement of Items

4.1 Commercial occupants/tenants must ensure that no unsightly or bulky items (e.g., cabinets, boxes, or storage containers) are placed directly against or in front of windows if such items are visible from outside.

4.2 If interior storage cannot be repositioned away from windows, suitable blinds, curtains, or approved window tinting/films shall be used to ensure such storage is not visible from outside.

4.3 All windows and blinds (including any related fixtures or fittings) must remain entirely within the boundaries of the commercial lot and mut not extend into or encroach upon the common property or another lot.

(c) Aesthetic of Window Treatments

5.1 Aesthetic and Fit-Out Approval

- Any blinds, curtains, or window films used must match or complement the aesthetics of the building.
- These items are considered part of the lot's fit-out and therefore require submission of relevant plans to, and written approval from, the Owners Corporation before installation or modification.

5.2 Consideration for Views from Common Property

- Window treatments (including blinds, curtains, or window films) must be installed in a manner that minimises any negative impact on the views from common property areas.
- No occupant shall install or attach anything to their windows that significantly obstructs, detracts from, or negatively impacts the visual outlook enjoyed from the common property.

5.3 Construction Periods Exceeding 90 Days

- For any premises (lot) undergoing construction, renovation, or fit-out for a period exceeding 90 days, tinted film (or another form of approved coverage) must be applied to the windows at the owner's expense.
- Such tint or coverage must be approved by the Owners Corporation in writing and installed in a manner that maintains the building's overall appearance while balancing the practical needs of construction.

5.4 Compliance Period for Existing Premises

- Existing commercial lots must comply with the requirements set out in this by-law within **90 days** from the date this by-law takes effect.
- Owners or tenants must submit any required approvals for window treatments to the Owners Corporation within this period.
- If modifications are required, the owner or tenant must complete the necessary work within the 90-day compliance period.
- Failure to comply within this timeframe may result in enforcement actions as outlined in Section 6.

(c) Compliance & Enforcement

6.1 The Owners Corporation (or its appointed representatives) shall have the authority to conduct periodic inspections to ensure compliance with this by-law.

6.2 If a breach is identified, the Owners Corporation may issue a written notice requiring the owner or occupier to remedy the breach within a specified timeframe.

6.3 Failure to comply with a notice may result in penalties, recovery of costs for remedial action undertaken by the Owners Corporation, or other enforcement measures as permitted by relevant legislation and the building's governing documents

(d) Dispute Resolution

7.1 In the event of a dispute regarding this by-law or its application, the parties should first attempt to resolve the matter by friendly discussion or mediation.

7.2 If the dispute cannot be resolved through mediation, the matter may be referred to the appropriate tribunal or court in accordance with applicable ACT law.

(e) Amendments

8.1 The Owners Corporation may amend this by-law from time to time by passing a resolution in accordance with the procedures set out in the relevant legislation and the building's governing documents.

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

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) An owner is required to submit a request to the Strata Manager in line with the Unit Titles (Management) Act 2011, sections 22 and 23, for use of the common property or any special privilege relating to common property.

* *The use of Common Property must be made using the application form, and available from the Strata Manager.*

(3) The outdoor common area on Level 2 is Common Property and is provided to benefit residential owners, occupiers, and tenants only. This area is not for short stay guests use to ensure safety and security of owners, occupiers, and tenants.

(4) The outdoor Common Property on Level 2 is subject to the Rules relating to noise and nuisance.

(5) Residential owners, occupiers, and tenants must comply with any conditions of use of outdoor Common Property that the Owners Corporation or the Executive Committee give reasonable notice of by displaying those conditions in the relevant areas.

(6) Residential owners, occupiers, tenants must use the outdoor Common Property in a safe manner and ensure that they comply with the ACT Health and Safety regulations apply to the use of these facilities.

(7) Residential owners, occupiers, and tenants agree that they use the outdoor Common Property at their own risk. The Owners Corporation does not accept any liability for injury or loss arising out of the use of this Common Property.

1.8 - Hazardous use of unit

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

1.9 - Use of unit—nuisance or annoyance

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

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

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

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

1.10 - Noise

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

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

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

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

1.11 - Illegal use of unit

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

1.12 - What may an executive committee representative do?

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
- (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
- (b) carry out any maintenance required under the Act or these rules;
- (c) do anything else the Owners Corporation is required to do under the Act or these rules.

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
- (a) the executive committee or the representative has given the owner, occupier, or user of the unit reasonable notice of their intention to do the thing; or
- (b) in an emergency, it is essential that it be done without notice.

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

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

1.13 - Seal of the Owners Corporation

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

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

  Note Executive committee decisions must be made by majority vote, or

  by unanimous vote if there are only 2 members of the committee

  (see sch 2, s 2.10).
- (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.
- (d) the Managing Agent may affix seal in the following instances –
  - i. reduced quorum meetings notices;
  - ii. Rules registration documents;

iii. notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
iv. certifications under Section 119 of the Act by the Managing Agent of the Owners Corporation.

1.14 - Recovery of Costs

(1) If the Owners Corporation incurs costs relating to the actions of a unit owner the owner shall be liable to pay the Owners Corporation these costs (for example, insurance excess costs where the claim relates to a maintenance matter within an individual Unit).

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

(3) The costs payable in accordance with subclause (1) shall only be such costs which can be evidenced by written invoice as payable by the Owners Corporation.

1.15 - Commercial Funds

(1) The Owners Corporation will determine Commercial Fund contribution for the operation and upgrade of facilities used by the Commercial Units, 57 to 68, including but not limited to: -
   (a) Toilets
      - Sanitary bins
      - Toilet paper
   (b) Commercial waste management services
   (c) Commercial cleaning
   (d) Commercial lobby upgrades

(2) This contribution will be determined at the Annual General Meeting and will be levied upon Commercial Units 57 to 68 based upon Unit Entitlements (Commercial Contribution divided by total Unit Entitlements for Commercial Units and multiplied by the Unit Entitlements for each Unit).

(3) During the AGM a special resolution passed to itemise the following:

   (a) Split of Commercial and Residential Expenditure for Cleaning. This will be included in the annual budget and amount may vary depending on the engagement of the service contractors and its annual CPI increase.

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Motion 8: That the Owners Corporation of UP4800, resolves to distinctly identify the Commercial and Residential expenditures for Cleaning.

Description	Residential Budget 2024	Commercial Budget 2024	Commercial Budget Toilet Clean Weekends 2024
	01/01/24-31/12/24	01/01/24-31/12/24	01/01/24-31/12/24
ADMINISTRATIVE FUND			
EXPENDITURE - ADMIN. FUND			
CLEANING - RESIDENTIAL	$ 30,030.00		
COMMERCIAL CLEANING		$ 26,025.00	
CLEANING - TOILETS/WASHROOM (Weekend)			$ 6,006.00
CLEANING MATERIALS		$ 8,800.00	
CLEANING SANITARY BINS		$ 2,900.00	
COMMERCIAL CLEANING - WINDOW		$ 6,150.00	
TOTAL ADMIN. EXPENDITURE	$ 30,030.00	$ 43,875.00	$ 6,006.00

Moved by: A. Cunich
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's Note: The owners of the commercial spaces have asked for paper towels and holders to be provided in all common area commercial toilets. It has also been observed that the hand dryers emit a loud noise that affects the nearby commercial spaces on the first level.
Action Item: Strata manager is to explore alternative options from Maritex.

(b) Additional Commercial Levy Contribution for Weekend Clean The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site
   (a) attendance by cleaners and the building manager, especially at the beginning of each week.
   (b) It's important to note that the responsibility for cleaning the common property toilets on weekends falls on the commercial occupants conducting business on weekends (this applies to Lot 63 at this stage). To address ongoing complaints from commercial tenants and ensure fair usage of the bathroom facilities among businesses, the Owners Corporation (OC) will attribute costs associated with weekend usage based on access codes for the doors. This will help the OC determine which commercial tenancies are using the bathroom facilities over the weekend.

THE OWNERS - UNITS PLAN No. 4800 Common Seal

16. Additional Commercial Levy Contribution for Weekend Clean

Motion 9: That the Owners Corporation for Units Plan 4800 resolves to determine the expenditure of $6006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried. the additional weekend clean will be paid by the commercial occupants who conduct business on weekends.

This expense will be budgeted and maintained annually until there is a change in tenancy or trading hours.

Moved by: R. Rowe
Seconded by: A. Cunich & A. Pratap

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Manager's Note: The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site attendance by cleaners and the building manager, especially at the beginning of each week.

1.17 – Electric Vehicle Charging Station, Charging E – Bikes & E - Scooters

(1) Contact the Strata Manager for details on the use of the Electric Vehicle Charging Station.

Owners Corporation Managing Agents.
Bright & Duggan ACT
Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

(2) A resident is required to ensure that their e-bikes and e-scooters, along with their lithium batteries and chargers, comply with relevant Australian standards.
   (a) Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.
   (b) Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
   (c) E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
   (d) Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
   (e) Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

And the addendum as per the attached documents be registered: -

- Erection and Alteration Construction and Renovation Policy 2024 V1.0
- Hazardous and Dangerous Materials in the Basement & Common Property v1.1
- Move In and Move Out Policy 2024 v1.1
- UP4800 - Short Term Rental Policy 2024 V1.1 2025 AMENDMENTS FOR AGM
- UP4800 - Building Security and Access Control Policy. 2024 V1.1 2025 AMENDMENTS FOR AGM

THANK YOU FOR YOUR COOPERATION IN ADHERING TO THESE RULES.

YAMAROSHI
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Construction and Renovation Policy

1. Introduction

The following policy outlines the standards and guidelines for construction and renovation within UP 4800, Yamaroshi and defines the Conditions of the current rule ***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 obtained in an ordinary resolution 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).

This policy has been developed in the interest of maintaining a harmonious and safe environment for all residents and businesses within UP4800 Yamaroshi.

The Conditions set out in this policy are designed to minimise disruption, ensure safety, and uphold the quality of life for the Yamaroshi Community throughout the duration of any construction or renovation projects. Adherence to this policy and Conditions is mandatory for all contractors, tradespeople, and property owners involved in construction or renovation activities within the UP4800 Yamaroshi.

The Owners Corporation of UP4800 acknowledges construction and renovations are necessary from time to time. This policy governs the parameters around construction and renovations undertaken within the UP4800 Yamaroshi. Owners and occupiers undertaking construction or renovation works are expected to abide by this policy and its Conditions ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to undertake construction and renovations in accordance with these Conditions will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the construction and renovation Conditions within Yamaroshi as well as responsibilities of owners and occupiers during construction or renovation works.

The primary objectives of this policy are:

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise complaints within the Yamaroshi Community and foster a collaborative environment where Yamaroshi Community members are fully informed of construction and renovation works.
- To establish a framework for managing construction and renovation works that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

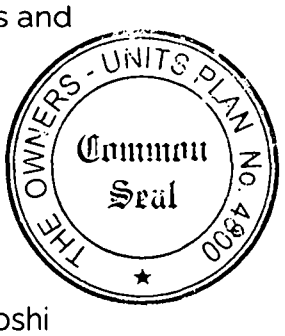
Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Category, Condition(s) Name and Description refer to the items set out in the table at point 7. Obligations of Owners and Occupiers undertaking construction and renovations.

5. Scope

This policy and conditions applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and Conditions, and any statutory guidelines or procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.



6. Framework and Review Cycle

The framework for Yamaroshi construction and renovations within Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers undertaking construction and renovations

These Conditions underscore our commitment to adhering to community and building standards, and our dedication to the health, safety, and well-being of all residents, workers, and visitors to UP4800 Yamaroshi.

Owners and occupiers are required to strictly adhere to the following Conditions:

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.
General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must

		be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these Conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

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Hazardous Materials in Basement and Common Property Policy

1. Purpose

The following policy outlines the standards and guidelines for the storage and usage of hazardous and dangerous materials in Basement and common property within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all owners and occupiers, visitors, other members of the Yamaroshi Community and the environment.

Owners and tenants of UP48000 Yamaroshi are highly likely to use and own hazardous chemicals, hazardous substances, dangerous substances, dangerous materials, dangerous goods and potentially polluting substances for day to day use for cleaning, maintenance, fuel purposes, employment or other activities.

These include

- Home maintenance and household products
  examples: aerosols (e.g., spray paint, deodorant), alcohols (e.g., ethanol, methanol), adhesives, paints, thinners, matches and lighters, bleach, batteries. fuels, oils, solvents, spirits, and other chemicals
- LPG storage tanks;
- Lithium-ion batteries and other battery-powered equipment or products;
- Some agricultural chemicals such as fertilisers, herbicides and insecticides;
- Other fuels and other accelerants and such as liquid butane, barbeques starters, high proof alcohol and oils;
- Cleaning Chemicals, solvents and similar products.

Incorrect storage, inadequate security, unsafe quantities and unsupervised charging of these materials can pose high risk to the safety, health and wellbeing and reasonable enjoyment of all owners and occupiers, as well as the value and reputation of the Owners Corporation.

Therefore, the Owners Corporation has developed the following policy to provide guidelines and reasonable direction for storage and usage of items within Basements and common property.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to ensure safety and minimise risk to owners and occupiers, visitors and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

The primary objectives of this policy are:

- To establish clear guidelines for owners and occupiers regarding acceptable and permissible storage or placement of items in the Basement and common property areas. By doing so, the policy seeks to help owners and occupiers fulfill their obligations in a manner that promotes safety for all while minimising risk to the Owners Corporation.

- To promote safety and provide reasonable direction to owners and occupiers, and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

- To mitigate risk and the associated negative impacts of storage and usage of hazardous and dangerous materials, substances and good in Basement and common property areas, such as health hazards to people, damage to common property, damage to personal property, increased ongoing costs to insurance premiums and environmental pollution.

- To establish a framework for managing the storage and usage of hazardous and dangerous materials in Basement and common property areas that is fair and transparent for all owners and occupiers, service providers and others in the Yamaroshi Community.

- To contribute to compliance with relevant laws and regulations related to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas, codes and safety requirements.

All owners and occupiers, businesses, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation are expected to fully comply with this policy at all times.

Breaches and violations of this policy may result in actions to recover the costs incurred by the Owners Corporation due to non-compliance, such as cleaning or repairs and may result in reporting to police, fire services and other authorities.

The Owners Corporation and service providers for UP4800 will monitor compliance with this policy.

3. Scope

1. This policy applies to all owners and occupiers, businesses, Short-Term Rental guests, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation as well as any other members of the Yamaroshi Community.

2. This policy applies to all substances, chemicals, materials and goods, the associated risks they may pose based on definitions, relevant laws, best practise, national codes of practice, Australian Standards, and published advice and guidance from Australian Federal and Territory government departments, relevant Acts,

3. Relevant laws, standards and sources of guidance include, but are not limited to

   - Work Safe ACT - worksafe.act.gov.au
   - *Work Health and Safety Regulation 2011 (the Regulation)*
   - *Dangerous Substances Act 2004 (the Act)*
   - Safe Work Australia - safeworkaustralia.gov.au
   - AS 4332—2004: The storage and handling of gases in Cylinder
   - NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
   - AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
   - AS/NZS 3780 Storage and Handling of Corrosive Substances
   - Australian Dangerous Goods Code, 7th Edition (ADG Code)
   - Definitions in the '7. Definitions' section of this policy

4. This policy is intended to complement, and does not replace or supersede any existing laws, regulations, codes of practice, or other applicable requirements. Compliance with this policy does not absolve owners and occupiers and members of the Yamaroshi Community from complying with any other relevant laws or codes of practice, or similar requirements that may apply to the storage and usage of, chemicals, substances and any other goods and materials.

4. Policy Ownership, Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual Special General Meeting held in accordance with Unit Titles (Management) Act 2011.

5. Framework and Review Cycle

The framework for the 'Yamaroshi: Hazardous and Dangerous materials in Basement and Common Property Policy' includes this policy, UP 4800 "Yamaroshi" Rules, *Work Health and Safety Regulation 2011 (the Regulation), Dangerous Substances Act 2004 (the Act),* AS 4332—2004: The storage and handling of gases in Cylinder, NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods, AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids, AS/NZS 3780 Storage and Handling of Corrosive Substances, Australian Dangerous Goods Code, 7th Edition (ADG Code) and the *Unit Titles (Management) Act 2011*

The Act and the Regulations operate together with Part 7.1 of the *Work Health and Safety Regulation 2011* which regulates these substances as 'hazardous chemicals' on the basis of the risks to health and safety arising from their physical properties or health effects. Other types of hazardous chemicals include gases under pressure, flammable liquids, toxic chemicals and corrosive chemicals.

All members of the Yamaroshi Community, whether workers or residents, are expected to behave in a manner consistent with Work Health and Safety laws in their use of common areas, including the storage of materials that may affect common areas or people in them. This approach contributes to compliance for the workplaces operating in Yamaroshi, and is can be used to provide guidance even where it would apply on its terms to residents.

For more information about the requirements contained in Part 7.1 of the Work Health and Safety Regulation 2011, refer to the WorkSafe ACT Hazardous chemicals page.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi

6. Implementation Time

To ensure a smooth transition to the 'Yamaroshi: Hazardous and dangerous materials in Basement and Common Property Policy', this section outlines the implementation timeline for existing and new/proposed owners and occupiers, service providers, other contractors and others this policy applies to.

a) All existing owners and occupiers, service providers, other contractors will be fully compliant with this policy within 48 hours of its effective approval, unless an extension is granted by the Executive Committee;

b) All new owners and occupiers, service providers, other contractors will be fully compliant with this Policy effectively immediately from its' start date.

7. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include waste rooms, lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Basement or Basement Area refers to all levels below the ground floor of a building or complex, such as lot parking spaces, lot storage units, other storage units and any other area below ground floor.

Hazardous Chemicals

Chemicals are regulated as 'hazardous chemicals' under Part 7.1 of the Work Health and Safety Regulation 2011 (the Regulation) if they present a significant risk to health and safety due to their physical properties or health effects.

The most common types of hazardous chemicals found in the ACT are gases stored under pressure, flammable liquids, toxic chemicals and corrosive chemicals

These requirements also do not apply to fuel, oil and coolant products contained within any part of a system which provides or generates power for operation of a motor vehicle, an item of mobile plant or an appliance approved by the Owner's Corporation (e.g., backup generator, fire extinguisher, etc.).

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-chemicals

Hazardous Substances

Hazardous substances are dangerous. How dangerous depends on the type of substance, what it is made of, the way it enters the body, and the amount of substance that enters the body.

A hazardous substance can be any substance, whether solid, liquid or gas, that may cause harm to you or others.

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-substances

Liquid Petroleum Gas (LPG)

Liquid Petroleum Gas (LPG) is a common fuel source for commonly used for heating and cooking and sometimes in caravans and 4WDs to provide cooling for refrigeration devices.

LPG is a Class 2.1 flammable gas and classified as a Hazardous Chemical and a Dangerous Material.

Subject to AS 4332—2004 The storage and handling of gases in cylinders and NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/liquid-petroleum-gas-lpg-safety

Dangerous Substances

This term refers to goods regulated in the ACT as 'dangerous substances' under the Dangerous Substances Act 2004 (the Act). They include substances that have an explosive effect (explosives) or are a key component in the manufacture of explosive products (security sensitive substances).

Dangerous Goods

Dangerous goods are those that may pose an immediate hazard and risk to people, property and/or the environment.

In general terms a dangerous good for the purpose of this policy if it is listed in the *Australian Dangerous Goods (ADG) Code (Australian Dangerous Goods Code, 2018, Edition 7.7)* within any of the following classes or divisions,

These are:

- Class 1 (explosives)
  examples: fireworks, ammunition, detonators, flares, etc.
- Class 2 (gases)
  examples: oxygen tanks, LPG, butane, propane, lighters, aerosols, etc.
- Class 3 (flammable liquids)
  examples: petrol, diesel fuel, kerosene, ethanol, methanol, acetone, adhesives, paints, gasoline, perfume, some pesticides with flammable solvents, etc.
- Class 4 (flammable solids; substances liable to spontaneous combustion, substances which, on contact with water emit flammable gases)
  examples: matches, magnesium, aluminium powder, sulphur, etc.
- Class 5 (oxidizing substances and organic peroxides)
  examples: Hydrogen peroxide, potassium permanganate, sodium chlorate, ammonium nitrate (common fertilizer), etc.
- Division 6.1 (toxic substances)
  examples: Pesticides, herbicides, cyanide, arsenic, mercury, etc.
- Class 8 (corrosive substances)
  examples: Sulfuric acid, hydrochloric acid, caustic soda, battery acid
- Class 9 (miscellaneous dangerous substances and articles)
  examples: Lithium batteries, asbestos, airbag inflators, dry ice, etc.
  - substances which, on the inhalation as fine dust, may endanger health
  - substances evolving flammable vapour
  - lithium-ion batteries and battery-powered equipment
  - asbestos products
  - substances and articles which, in the event of a fire, may form dioxins
  - some agriculture products such as ammonium nitrate-based fertilizers
  - environmentally hazardous substances not covered by other classes

This list is not intended to be exhaustive. A good may be dangerous because of the risk that it poses, even if that good is not part of the list identified above.

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8. Prohibited Items and Activities

This section lists all prohibited items that will not be stored and or will not be used in the Basement, Basement lots and on common property in UP4800 Yamaroshi.

Unless an exception is granted by the Executive Committee

8.1 Items: It is prohibited to store the following in the Basement, Basement lot or on common property

a) Petrol and diesel fuels;

with the exception of petrol and diesel fuel that is

i. stored in a locked jerry can or similar storage container that is secured to the vehicle with a lockable cap

and also, must

ii. be intended to service the vehicle, but not stored on the vehicle with the intention of long-term unused storage

b) Other flammable liquids, such as kerosene, alcohol and lighter fluid;

c) Corrosive substances, such as acids, caustic soda, and bleach;

d) Explosive material, such as fireworks, ammunition and black powder;

e) LPG tanks in accordance to AS 4332—2004;

f) Toxic and Dangerous chemicals, such as pesticides, herbicides, cleaning solvents and methamphetamines;

g) Radioactive materials, such as medical waste;

h) Asbestos-containing material;

8.2 Activities: It is prohibited to use electrical outlets in the Basement or on common property to charge/re-charge Lithium-ion batteries and battery-powered equipment, with the exception of charging a vehicle using the common property EV Charging station.

9. Exemptions

Use or storage of items and activities listed as "Prohibited Items and Activities" in section 8 are strictly prohibited unless an exception is granted by the Executive Committee.

It is the responsibility of all members to comply and to seek approval from the Executive Committee prior to engaging in any prohibited activity or bringing any prohibited item onto the premises.

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Safety will be the primary consideration in any decision by the Executive Committee to approve, or not to approve, the use or storage of hazardous and dangerous materials on common property, or where it might impact common property.

10. Responsibilities and Obligations

By adhering to the reasonable direction of these responsibilities, Owners, Occupiers and service providers will help to ensure the health and safety of all persons, while also minimising the risk of damage to the Common Property, private property and impacts to the value and reputation of UP4800 Yamaroshi.

10.1 Owners and Occupiers

For all Hazardous Substances, Hazardous Chemicals, Dangerous Substances, Dangerous Goods, Owners and Occupiers will:

a) **not store or leave any items in Basement or on Common Property** such as walkways, lobbies, fire stairs and waste rooms

b) **not charge any items in the Basement or common property with out approval** from the Executive Committee, such as Lithium-ion batteries and battery-powered equipment.

c) **not store prohibited items or engage in prohibited activities** in their Basement lot entitlement and on Common Property

d) **comply with relevant laws and regulations** and meet applicable codes and safety requirements for all items stored in their Basement lot, including but not limited to

- AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
- AS/NZS 3780 Storage and Handling of Corrosive Substances
- AS 4332—2004 The storage and handling of gases in cylinders
- NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
- Dangerous Substances Act 2004 (the Act)
- Dangerous Substances (General) Regulation 2004
- Dangerous Goods (Road Transport) Act 2009

e) **disclose to the Owner Corporation if they intend to store Hazardous Chemicals, Hazardous Substances, Dangerous Substances or Dangerous Goods prior to storing** by notifying the Strata Manager, such as disclosing Class 1 to 9 and Division 6.1 items;

f) **not store quantities or combinations that pose greater than a low risk** to health and safety of people, may result in damage to common property, private property or impact the value and reputation of UP4800 Yamaroshi;

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g) **pay for any once off and ongoing additional costs related to storing such items** in their Basement lot, such as adjustment to fire control systems, protective equipment, spill kits and increases to insurance premiums;

h) **follow the warnings, instructions and expiration dates provided by the manufacturer** such as storage requirements (e.g., maximum temperature, keep away from other chemicals, etc.), disposal instructions, etc.

i) **ensure items that are stored securely** within their lot entitlement and with adequate security controls so as to

   i. not pose a risk to the safety, health and security of others;

   ii. limit the risk to damage to common property and other lots to rare/low;

j) **not impede fire management systems** protecting the Basement, such as solid covers on top of storage cages

k) **not store any such items in any additional storage systems in their lot that does not have an open or grated top** to enable fire systems to perform their function should an event occur

l) **ensure any such items are accurately labelled with appropriate warnings and storage instructions**

m) **regularly inspect stored items** to ensure that they are in good condition and not leaking or causing damage;

n) **notify the Owners Corporation of any issues or events immediately,** such as spills or leaks of hazardous or dangerous materials in the Basement;

o) **hold relevant licenses, obtain necessary approvals and permits, where approvals and permits are required the approval from the Executive Committee is also required prior to storing** in Basement lot

p) **maintain relevant licenses, approvals and permits**

q) **store items within the unit's allotment in the Basement so they do not block access ways, emergency exits or cause nuisance to other owners and tenants**;

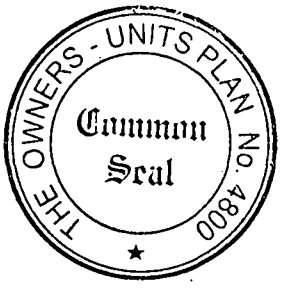
r) **have any necessary spill kits, support materials and any other controls that are appropriate for the volume and type of substances stored**

s) **ensure that all waste or materials are disposed of compliantly**, such as items that require special disposal are disposed of properly, in accordance with relevant laws and regulations;

t) **comply with any requests to remove items or address issues where in breach of this policy immediately** by the Building Manager, Strata Manager or Executive Committee;

u) **undertake preventive, detective and corrective actions. Where the owner or occupier is unable to comply in a reasonable time or immediate action is required** the Owners Corporation will take appropriate and timely action to protect lives, common property and other obligations responsibilities in accordance to *Unit Titles (Management) Act 2011;*

v) **be accountable for any loss, damage and actions required from breaches of this policy, the owner will be invoiced for costs incurred by the Owners Corporation.**



11. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all owners, occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The Strata Manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the Strata Manager.

   The Strata Manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the Strata Manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the Strata Manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the Strata Manager.

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Why is a Move In/Move Out (MIMO) Policy Important?

A move in/move out (MIMO) policy is an essential part of any residential or commercial building's operation. Without such a policy, there is a high risk of vehicles partially obstructing the driveway, which can cause inconvenience and even danger to residents, visitors, and emergency services. In addition, the absence of a MIMO policy can lead to vandalism by moving companies, damage to the building, and an increased frequency of lift breakdowns which increase maintenance costs for all owners.

A comprehensive MIMO policy not only contributes to the safety and wellbeing of residents but also ensures that any costs caused by move-in or move-out events are attributed back to the responsible party. This helps to prevent the building's residents from being unfairly burdened with the costs of damages or repairs caused by these events. The Executive Committee, has developed a MIMO policy to address:

1. Protecting your Safety and Wellbeing

The Executive Committee view the Saftey and wellbeing of the Yamaroshi Community as its' number one priority We want everyone at Yamaroshi to be safe.

One of the most significant dangers is vehicles partially obstructing the driveway and items being moved obstructing fire exits and other entries and exits from the building. In relation to vehicles this has resulted in several near miss events that could have resulted in injuries to members of the Yamaroshi Community and the public because of partial obstruction of the driveway be vehicles.

This can be particularly dangerous in an emergency situation when every second counts and a blocked driveway impacts the ability for emergency services to respond should an event occur.

A MIMO policy ensures that these potential obstacles are removed, allowing for easy and safe access to the building for all.

2. Mitigating Damage and Theft

Moving companies and people moving in can also cause significant damage to the building during the moving process. This can include scratches, dents, and other types of damage to walls, floors, and elevators. Damage and theft may also occur where doors are left open for extended periods or not secured after the moving company or the person moving in leaves without properly securing doors.

A MIMO policy can help mitigate this risk by setting guidelines and expectations for moving companies and persons to follow when operating MIMO on the premises.

3. Lift Breakdowns - Inconvenient and Costly

Another significant risk of not having a MIMO policy is an increase in lift breakdowns. When the lift is held open for extended periods during move-in or move-out, it can cause wear and tear on the lift, leading to more frequent breakdowns. This can be a significant inconvenience for residents and can also result in expensive repairs.

4. Minimising impact to Owners and Occupiers

A MIMO policy is helps to ensure the lifts are available and accessible for residents and their guests. By setting guidelines and regulating the duration of lift usage during move-ins and move-outs, a MIMO policy helps to prevent the lifts from being held up for extended periods of time, which can cause inconvenience and delays for residents.

Conclusion

A MIMO policy is crucial for any residential or commercial building to ensure the safety and wellbeing of its occupants, prevent damage to the building, and reduce the occurrence of lift breakdowns. Without such a policy, the building and its residents are at risk of accidents, inconvenience, and unnecessary expenses.

The EC strongly encourages you to consider the value in endorsing the motion for a MIMO policy. to ensure the smooth operation of the building and the safety of their occupants.

YAMAROSHI
アパート

Move in Move Out Policy

1. Introduction

The following policy outlines the standards and guidelines for move ins and move outs, (MIMO) of Yamaroshi, UP 4800.

This policy has been developed because MIMOs require access to common property.

The Owners Corporation recognises MIMO within Yamaroshi can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of 4800 has developed the following policy to govern MI/MO activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the safe and secure use of common property during a MIMO as well as maintaining the reputation of the Owners Corporation.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as breakages, theft; and
- To establish a framework for managing MIMOs that is fair and transparent for all owners and occupiers.

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3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Move In – Move Out Rules and Procedure Form refers to the form provided by the building manager or strata manager that must be completed by the owner or occupier moving in or out of Yamaroshi.

Removalist/s refers to the person/s or company providing the removal service of personal property in or out of the building.

5. Scope

This policy applies to all owners and occupiers who MIMO of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi MIMOs includes this policy, the 'Move In Move Out Rules and Procedure Form, UP 4800 "Yamaroshi" Rules, Yamaroshi: Building Security and Access Control Policy and the *Unit Titles (Management) Act 2011*.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers moving in and out of Yamaroshi

Owners and occupiers are obligated to:

- Complete and abide by the Move In – Move Out Rules and Procedures Form and abide by the UP 4800 Rules;
- Acknowledge that failure to abide with the Yamaroshi Move In – Move Out Rules and Procedures will result in infringement notice to the owner and occupier;
- Acknowledge the liability for any loss resulting from a security breach during the MI/MO due to the failure to secure the building at all times during or following the move. The building front doors must not be left unsecured at any time and recovery for loss or damage will be made pursuant to paragraph 31(1)(a and b) of the *Unit Titles (Management) Act 2011*;
- Take responsibility of the removalist/s at all times while they are on Yamaroshi Common Property, including not causing nuisance to the Yamaroshi Community during the MIMO; and
- Meet the full cost of damage caused by removalist/s.

YAMAROSHI
アパート

Yamaroshi Short Term Rental Policy

1. Introduction

The following policy outlines the standards and guidelines for short stay accommodation, such as Airbnb or Stayz within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all residents, guests and visitors as well as maintaining the reputation of the Owners Corporation.

The Owners Corporation recognises the right of individual lot owners to lease or rent their units for short stays. However, it also recognises that such activities can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of UP 4800 has developed the following policy to govern the conduct of Short-Term Rental (STR) activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to balance the needs of property owners and residents with the desire of some property owners to generate income through short stay rentals.

The primary objectives of this policy are:

- To promote safety and security for all residents and visitors, including short stay guests.
- To ensure the reasonable enjoyment of the property by all owners and occupiers their visitors and short stay guests.
- To minimise any negative impacts of short-stay accommodation, such as excessive noise, waste, wear-and-tear or damage to common property.
- To avoid or minimise any additional costs to the Owners Corporation attributable to short stay accommodation on Common Property such as cleaning, increased insurance premiums, security, or wear and tear.
- To establish a framework for managing short stay accommodation that is fair and transparent for all property owners and occupiers.
- To contribute to compliance with relevant laws and regulations related to short stay accommodation, codes and safety requirements.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Short-stay accommodation and Short-Term Rental (STR) refers to an apartment or a room in an apartment in UP4800 – Yamaroshi rented like a hotel or motel, often through an online provider (e.g., Airbnb or Stayz) that may be booked for days or months.

Short-Term Rental Business (STRB) refers to the operation of renting out properties, such as apartments or rooms, for a short period; usually ranging from a few days to a few months, to individuals seeking temporary accommodation. This business model involves offering short-term stays to guests in exchange for payment, and it can be facilitated through various platforms such as Airbnb, Stayz or other platforms providing similar services.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Short-stay accommodation and Short-Term Rental guest (STR guest) refers to the person renting the property from the STRB Operator. This may be an individual or group, and they are expected to follow the rules and regulations set forth by the STRB Operator owner.

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Guest Code of Conduct is a set of guidelines and expectations at **Attachment A**.

The purpose of the guest code of conduct is to ensure that STR guests contribute to a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

5. Scope

This policy applies to all property owners and occupiers who wish to offer and are offering Short-stay accommodation within the property as a Short-Term Rental Business (STRB), either whole or part of the property where the property is rented on a short-term basis with in UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. Where the STRB is operated by a tenant, the owner of the unit and the tenant both have full responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for the Yamaroshi: Short Stay Accommodation includes this policy, the 'Template – Code of Conduct', UP 4800 "Yamaroshi" Rules, "Yamaroshi: Building Security and Access Control Policy" and the *Unit Titles (Management) Act 2011*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Implementation Time

To ensure a smooth transition to the Short Stay Accommodation policy, this section outlines the implementation timeline for existing and new/proposed short term rental businesses.

a) All existing STRB Operators are required to comply with the policy on and from the latter of
   - the date that this policy takes effect and
   - 90 days after the date of the Special Resolution agreeing to the policy.

b) All new/proposed STRB Operators are required to comply with this policy from the date that it takes effect.

8. Obligations of Short-Team Rental Businesses

An STRB Operator in UP4800 Yamaroshi is responsible for compliance with all of the following obligations. If STRB Operator is not the lot owner, the lot owner is responsible for any financial obligations including recovery costs arising from breaches of this policy, and for taking all reasonable steps to ensure compliance with this policy by the STRB Operator.

By operating STRB in UP4800 Yamaroshi the STRB Operator is responsible for meeting all their obligations.

8.1 General

a) The lot owner of a lot operating STRB is accountable to the Owners Corporation for all additional costs attributed to the operation of the STRB, such as variations to insurance, after hours cleaning, emergency call outs and other reasonable costs associated with the STRB;

b) All additional costs attributed to the operation of the STRB will be passed on to the lot owner;

c) The STRB Operator must require guests to comply with the "Guest Code of Conduct" that will include sections related to

1. Safety and security (including keys and access devices);
2. emergency protocols and reporting obligations;
3. controls to limit the risk of unacceptable noise and disturbances;
4. guidance and rules relating to smoking and illicit substances;
5. maximum number of guests for the STR;
6. expectations of use car park facilities;
7. waste management;
8. compliance with all UP4800 "Yamaroshi" Rules in the form of an agreed statement of compliance

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STRB Operators may comply with the Guest Code of Conduct at **Attachment A**, or may create and require compliance with its own Guest Code of Conduct provided that it incorporates all requirements of the Guest Code of Conduct at **Attachment A**.

8.2 Prior to commencing

The STRB Operator will meet all of the following obligations and demonstrate such compliance to the Strata Manager prior to commencing a STRB at UP4800 Yamaroshi. A STRB Operator of an existing STRB when this policy takes effect must meet all of the obligations and demonstrate such compliance by the time that this policy applies to the STRB.

The Strata Manager or EC may require evidence of compliance and the STRB Operator must comply with any reasonable request.

a) The STRB Operator will

1. advise the Owners Corporation when a lot will commence providing Short-stay accommodation services;
2. obtain and provide evidence of approval from the Owner if the STRB Operator is any person other than the Owner of the lot;

3. obtain and provide evidence of approval from the lot Owner of any initial and ongoing increased cost that is likely to result in a variation to Strata fees, such as increased insurance premiums, and other relevant to costs attributable to the operation of a STRB;
4. provide assurance that keys, fobs and access devices will **not be stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property** without the express permission of the Owners Corporation;
5. provide a copy of their public liability insurance policy as a STRB Operator
6. advise whether the STRB will use the Code of Conduct at **Attachment A** or provide a copy of the Guest Code of Conduct to be used by the STRB incorporating those obligations;
7. provide assurance the UP 4800 "Yamaroshi" Rules are available to STR guests prior to their stay;
8. develop a comprehensive security plan that includes measures to protect the building and its residents, including implementation of access control measures, maintenance of any security measures and regular inspections of the premises in accordance with "Yamaroshi: Building Security and Access Control Policy". The security plan must include how access will be provided to STR Guests and the final plan **must not include any key boxes or access control mechanisms, which are located on or provide access to common property**;
9. provide the Owners Corporation and the Executive Committee with emergency contact numbers of the STRB provider or their nominated delegate responsible in the event of emergency, serious event or complaint.

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8.3 During Operation

a) The lot owner will

1. Pay any costs associated with the Operation of a STRB in accordance with *Unit Titles (Management) Act 2011* and UP4800 "Yamaroshi" Rules.

b) The STRB Operator must:

1. **Ensure STR Guests have access to UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their booking**;

2. **Ensure STR Guest accept UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their stay:** The acceptance either incorporated it into the conditions of their stay or by obtaining guests agreement in another form;

3. **Display the 'Code of Conduct' and 'UP 4800 "Yamaroshi" Rules' in STR:** Both must be prominently displayed made and easily accessible;

4. **Provide 24x7 Availability for emergency or urgent matters:** The STRB Operator or their delegate will be available at all times (24x7) in case of emergency. The STRB Operator or their delegate may also be contacted for other urgent issues or concerns related to the property or the STR guest's stay;

5. **Respond in a timely manner for non-urgent matters:** They will respond to non-urgent matters raised by the Owners Corporation, their Strata Manager or Building Manager in a timely manner. This includes addressing any concerns or issues related to the STR property or the STR guest's stay, as well as responding to reasonable requests for information or updates.

6. **Comply with laws:** Ensure their STRB complies with all relevant laws related to operating a Short-term Accommodation service or otherwise applicable to the STRB at all times. This includes, but is not limited to, obtaining any necessary permits or licenses required by local or national authorities, and ensuring that the property meets all health and safety requirements.

7. **Limit noise and minimise disturbances:** Guests will be considerate of neighbours and avoid excessive noise or disturbances that may disrupt the peace and quiet reasonable enjoyment of owners and occupiers;

8. **Impose and enforce guest occupancy limitations:** A limitation on the number of guests allowed in the STR. Making sure that guests are aware of these limitations and are informed of the consequences of exceeding them;

   The occupancy limit is to be no more than 6 people, and must also be more than:

   - two guests per bedroom; plus
   - two additional guests if using a sofa bed in a living area.

9. **Implement Safety, Security and Emergency controls:** The STR must be equipped with appropriate and maintained safety and security controls to comply with any relevant laws and regulations, minimise impact to insurance and limit the risk of events occurring. These measures must include use of smoke detectors and fire extinguishers in compliance with any relevant Australian Standard, locks on all doors and windows, and complying with other Policies or requirements in the UP4800 "Yamaroshi" Rules relating to safety, security and emergency controls such as the use of any key safes approved by the Executive Committee, reporting lost or stolen keys and access devices.

   STR guests must be provided:

   - safety information - clear instructions on how to use safety features;

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- key security information - clear instructions notifying guests that keys, fobs or access devices must not be left unattended on Common Property under any circumstances, as well as how to immediately report lost or stolen keys, fobs or access devices;
- emergency contact information in case of an emergency

STRB Operators must review safety, security and emergency controls regularly to ensure they remain effective and to address any new security concerns that may arise or changes to laws, acts and regulations in accordance with 8.3 During Operation b) 6. Compliance with Regulations, Laws, and Acts in this Policy;

10. **Provide Smoking and Illicit Substances controls:** Provide clear guidelines and rules for the STR regarding smoking and illicit substance use. If the STR does not prohibit smoking it must have effective controls to limit smoke drift so as not impact the reasonable enjoyment of owners and occupiers.

    There is a ZERO TOLERANCE towards illegal drugs and illicit substances on the premises; you will ensure STR guests are aware of any guidelines and zero tolerance stance as well as applicable consequences of violating them

11. **Communicate expectations about respecting the Yamaroshi Community:** STR guests are expected to treat all individuals involved with courtesy and respect. This includes owners, occupiers and all members of the Yamaroshi Community. STR guests should not engage in any behaviour that may cause harm, discomfort, inconvenience or nuisance to any member of the Yamaroshi Community;

12. **Communicate expectations about respect for Common Property:** STR guests are respectful and will treat common property and associated services with reasonable care. This includes limiting accidental damage and not deliberate damage or acts of vandalism to the property, leaving it in a clean and tidy condition upon departure;

13. **Provide guidance about the use of the car park and parking spaces:** Their STR guests are respectful and will treat the car park and parking spaces with reasonable care. STR guest will drive at a safe speed, park only in designated spots, refrain from blocking other cars, not impede others from accessing vehicles or storage. STR guests will not damage or vandalise any of the parking facilities and should report any damages or issues to the host immediately. STR guests should also dispose of any waste or litter properly and leave the parking area in a clean and tidy condition, including free from oil leaks and other spills;

14. **Provide guidance about Waste Management:** STR guests must dispose of their waste and recyclables in designated areas only. STR guests must follow the waste management guidelines provided by the STRB, including separating recyclables from non-recyclables and properly disposing of any

hazardous materials. STR guests must not leave any waste or mess in common areas or outside of designated disposal areas;

15. **Report events, issues and damages:** The STRB must report any event that has caused or may cause loss or damage to the Yamaroshi Community to the Stata Manager. Reports must be made to the Strata Manager:

- **Immediately** if the event
    a. involves the attendance of any emergency services,
    b. causes actual or potential structural damage, including damage to walls, water leaks that have caused or may cause damage to a wall, floor or ceiling,
    c. causes or creates a risk of injury or illness to a member of the Yamaroshi Community, or
    d. involves a security breach or poses a security threat to Yamaroshi, including break ins, theft, vandalism or the loss of keys or fobs; and
- **within one business day** in any other case.

During any out of hours or closure period for the Strata Manager, the STRB must contact the Strata Manager using emergency contact details posted in the foyer or elevator, or given by the Strata Manager to owners in writing.

16. **Provide ongoing proof of Public Liability Insurance:** Maintain valid and active public liability insurance policy as a STRB Operator at all times and provide a copy of the certificate of insurance to the Strata Manager

8.4 Post Operation

a) When a deciding to cease the STRB Operator will inform the Strata Manager of
    1. the final day of operation of the STR
    2. any matters relating to outstanding issues.

b) When operations have ceased the STRB Operator will
    1. no longer operate the ceased STR;
    2. return to original condition of agreed items on common property, unless an offer to take ownership of the asset is made and accepted by the EC or there is already an agreement in place made with the original request; and
    3. if the STRB intends to recommence operation of the STR – comply with this policy in the same way that it would apply to any new STR.

9. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all Owners, Occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The strata manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the strata manager.

   The strata manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

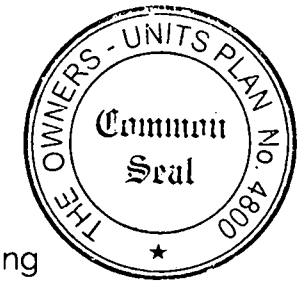
   If the issue remains unresolved after contacting the strata manager, the next step is to contact the Executive Committee. The Executive Committee is a group of volunteers who are elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the strata manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the strata manager.

YAMAROSHI
アパート

Yamaroshi Building Security and Access Control Policy



1. Introduction

The following policy outlines the standards and guidelines for building security and access device control of Yamaroshi, UP 4800.

This policy has been developed because Keys and Access Devices provide access to Common Property as well as individual units.

The Owners Corporation acknowledges building security and the care for Keys and Access Devices is a shared priority. Owners and occupiers are expected to abide by this policy ensuring the Yamaroshi Community experience safety and security within the building.

The Owners Corporation of Yamaroshi UP 4800 has developed this policy to govern building security and access control measures ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to secure Keys and Access Devices in accordance with these guidelines will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the building safety and security as well as responsibilities of owners and occupiers as well as maintaining the reputation of the Owners Corporation.

Security breaches may result in theft or damage to property and may require measures such as locks being changed to avoid the risk of further loss. The Owners Corporation will pass on any costs to the owner of the relevant unit where those costs are attributable to an owner or occupier. Breaches of this policy will be taken as actions attributable to the owner.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as theft or damage, and;
- To establish a framework for managing building security and Access Devices that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

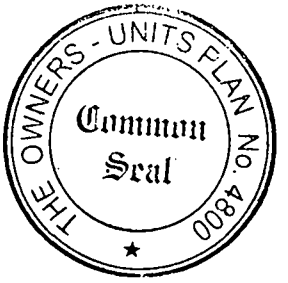
Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Keys refer to the restricted individual unit key that also accesses Common Property.

Access Devices refers to garage fobs, proximity cards and other electronic devices that provides access to the building.

Waste Room Codes refers to the unique code provided to every owner and occupier. Waste room unique codes are changed if an owner or occupier joins the Yamaroshi Community



5. Scope

This policy applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

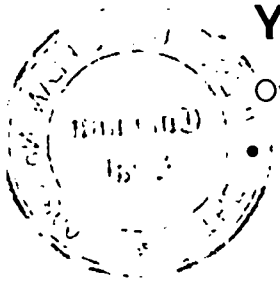
6. Framework and Review Cycle

The framework for Yamaroshi building security and the use and storage of keys and access devices to Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers for Yamaroshi Keys and Access Devices



Owners and occupiers are required to:

- Ensure Keys or Access Devices **are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property** without the express permission of the Owners Corporation;
- Short term rental Keys and Access Devices **must not be left unattended on Common Property under any circumstances;**
- If unauthorised key boxes are found on Common Property, they will be removed and disposed of;
- Not allow any person to tailgate into the building;
- Deny access to the building if an unknown person contacts you through the security system;
- Ensure all doors (including garage and waste rooms) are secured following entry or exit;

- Not share individual Waste Room codes with others; and
- Provide notice immediately to the Strata Manager upon realising that a Key or Access Device has been lost or stolen. The owner or occupier will provide all reasonable assistance to the resolution of any resulting security risks.

The Owners' Corporation uses CCTV to identify security breaches and may use footage to identify the parties responsible for any breach.

Obtaining additional keys or fobs

Keys and or Access Devices for Yamaroshi lots can only be issued with the permission of the Owners Corporation, administered by the strata manager.

The strata manager may require reasons as to why additional Keys or Access Devices are required, and may refer requests to the Executive Committee.

Waste Room Unique Codes

Each owner or occupier will be provided a unique code for access to the residential or commercial waste rooms. This code will also provide access to the ground floor fire stair door and first floor commercial bathrooms as appropriate. Unique codes must not be shared or passed to new owners or occupiers. Owners or property managers may apply to the Executive Committee for additional unique codes to that of the occupier. All new owners or occupiers must request their unique code from the Executive Committee, Building Manager or through the Strata Manager.

Lost or stolen Keys or Access Devices

If a Key or Access Device is lost or stolen, the owner or occupant responsible for that key or Access Device must notify the strata manager **immediately.**

Failure to notify the strata manager will result in a breach of the UP 4800 "Yamaroshi" Rules. Penalties apply.

The strata manager will notify the Executive Committee of the Owners Corporation. The owner or occupier must provide as much information as possible relevant to the loss or theft and the risk arising from the loss of the Key or Access Device such as:

- When the person identified that the Key or Access Device had been lost or stolen;
- When the Key or Access Device was last used or known to have been in the person's possession; and
- Where the Key or Access Device may have been lost or stolen

Following notification that a Key or Access Device has been lost, the Executive Committee may, in its discretion, arrange for new locks or door mechanisms. Where the Executive Committee determines that it is necessary to replace or

reprogram Keys, locks, Access Devices or door mechanisms, the Executive Committee:

- Will notify owners and occupiers as soon as possible.
- Will provide information to owners and occupiers about the steps being taken, and any steps required of the owners or occupiers.

- May invite owners or occupiers to agree to the Owners' Corporation to arrange replacement locks, issue Keys or enter into other arrangements with respect to units under section 29 of the *Unit Titles (Management) Act 2011* (ACT).
- Will raise a debt to recover the costs of the replacement or reprogramming, against:
    - The owner or occupant of the unit who lost the Key or Access Device or from whom it was stolen, or who was responsible for any breach of this policy; and/or
    - A person who agreed to the Owners' Corporation arranging works to be undertaken on their unit, pursuant to section 30 of the *Unit Titles (Management) Act 2011*.

ACT Government

Access Canberra.

Chief Minis

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SPECIAL RESOLUTION
BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Email Address**	**Contact Telephone Number**
Bright & Duggan P/L	customercare@bright-duggan.com.au	02 6156 3305

TITLE AND LAND DETAILS					
Volume & Folio	**District/Division**	**Section**	**Block**		**UNITS PLAN NUMBER**
2443:90	BRADDON	28	21		4800

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

That Rule 1.4 of the Default Rules be amended to read as follows:
Rule 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 obtained in an ordinary resolution 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.
(a) Non-compliance Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.
That the Owners Corporation for Units Plan 4800 has resolved to include the Short-Term Rental Policy. It is crucial to consider the impact of short-stay accommodation in our Yamaroshi Community. While it may bring additional income to the Unit Owner of the Short-Term Rental, it also poses risks and challenges that can affect the safety, security, and reputation of our building. The supporting information sheet outlines the key reasons why a short-term rental policy is crucial for our building and why it should be included in any shortterm rental property and to implement this policy.
That the Owners Corporation of Units Plan 4800 resolves to implement a policy Hazardous and Dangerous materials stored in the Basement and/or the Common Property areas. The implementation of this policy is crucial to mitigate these risks and ensure the safety and well - being of all owners and occupiers, visitors, and other members of the Yamaroshi Community, and the environment.
That the Owners Corporation of Units Plan 4800 implements the following rules regarding the charging of e-bikes, e-scooters, and lithium-ion batteries:
1. Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.
2. Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
3. E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
4. Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
5. Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.
That the Owners Corporation of Units Plan 4800 resolve to recognise the move in/move out within the complex can have an impact on the safety, security, and well - being of all owners and occupiers as well as the value and reputation of our building.
That the Owners Corporation of Units Plan 4800 resolves to implement the Building Security and Access Control Policy.
The Policy is to ensure the safety and security of our building and occupants and aims to reduce the risk of unauthorised entry into our building, and implement safety measures in case of emergencies, such as lost or stolen keys.
The Units Titles (Management) Regulation 2011, which took effect in 1 July 2023, included various amendments to the Unit Titles Act 2011. In line with this amended Act, the following motions are proposed for the Owners Corporation of Unit Plan 4800:
1. That the Owners Corporation for Units Plan 4800 adopts the Unit Plan 4800 Rules as attached, and that these rules be registered.
2. That the Owners Corporation for Unit Plan 4800 adopt the amended Default Rules of the Unit Titles (Management) Regulation 2011.

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. 4800 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

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

Signed By:

Aislinn Elise Clifford
Senior Assistant & Operations

Victoria Alice Sullivan

for: Bright & Duggan *Pty Ltd*
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 ☐ VOI Filed
Registered by		Registration Date	20.8.2024

bright & duggan

australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 4800

32 Mort Street, BRADDON, ACT, 2612

Meeting Date:	Tuesday 18 June 2024
Time:	05:30 PM Reduced Quorum 6:00 PM
Address:	Online Meeting https://www.microsoft.com/microsoft-teams/join-a-meeting
Present:	Ssu Yao Hwang & Olivia Berry (Lot 10) Owner present James Joseph English & Lauren Jane Moore (Lot 13) Owner present Soo Hyeon Choi (Lot 27) Owner present Anthony Charles Warnock & Sandra Lea Warnock & Aimee Warnock (Lot 33) Owner present Anthony Charles Warnock & Sandra-Lea Warnock (Lot 36) Owner present Yumo Dong & Xiaoxue Zhao (Lot 43) Owner present Megan Randall Websdale (Lot 45) Owner present Richard Rowe (Lot 49) Owner present (pre-voted) Heath Gregory Penwill (Lot 52) Owner present (pre-voted) Troy Arthur James Fletcher (Lot 54) Owner present Amit Pratap & Promila Pratap (Lot 60) Owner present (pre-voted) Elliot Braddon Holdings Pty Ltd & Gray Braddon Holdings Pty Ltd (Lot 64) Owner present ASREN SMSF Pty Ltd (Lot 65) Owner present (pre-voted) Virginia Sinlao representing Bright & Duggan (ACT)
By proxy:	Superatreya Property BT Pty Ltd as bare trustee for Superatreya Pty Ltd as trustee for Superatreya Superannuation Fund (Lot 68) to Sandra Warnock.
Absentee votes:	Simon Evans (Lot 1) Electronic vote

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Yuan Chen (Lot 6) Electronic vote
Hengfeng Investments (Australia) Co Pty Ltd (Lot 7) Electronic vote
Hongzhang Xu (Lot 17) Electronic vote
Eugene Gregory Van Leest (Lot 18) Electronic vote
Vincent Terrence Mamo & Briony Louise Mamo & Catherine Lynne Mamo (Lot 29) Electronic vote
Xinghua Mai (Lot 37) Electronic vote
Connor Hollis Dyson (Lot 53) Electronic vote

Chairperson: Sandra Lea Warnock
Apologies: No apologies received
Quorum: The quorum is not achieved, the meeting proceeded with a reduced quorum at 6:00 PM.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

NOTICE OF REDUCED QUORUM DECISIONS

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 limitations.

- *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).*

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).*

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Motions

1. Election of Chair

That the Owners Corporation of UP4800 elect a member to preside as Chairperson at this meeting.

Sandra Warnock chaired the meeting.

2. Acceptance of Proxies, Apologies, and Absentee Votes

That the Owners Corporation of UP4800 consider accepting the nominated proxies, acknowledge the absentee votes, and apologies received prior to the start of the meeting.

The proxies presented were accepted. We will finalise the absentee votes once we have tallied the attendees and the 12 electronic pre-votes that were received and acknowledged.

Manager's note: Out of the 12 electronic pre-votes received, 2 were from non-financial voters. According to the Unit Titles (Management) Act 2011, their votes will not be counted if the resolutions are ordinary and special.

3. Executive Committee Chairperson's Report - Acknowledgement

The Chairperson's report offers a comprehensive summary of the actions and determinations made by the Executive Committee for the 2023 term on behalf of the Owners Corporation of UP4800.

The meeting acknowledged the report.

Manager's note: The owners expressed their appreciation for the executive committee's volunteer work in the Yamaroshi community.

4. Minutes

Motion 1: That the minutes of the last Annual General Meeting held on 27 April 2023 of the Owners Corporation of UP4800 be adopted as a true and accurate record of the proceedings of that meeting.

Moved by: S. Warnock
Seconded by: R. Rowe

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

5. Financial Statements

Motion 2: That the attached statements of key financial information of UP4800 for the financial year ending on 31/12/23 for the administrative fund, the sinking fund and any other fund held by the Owners Corporation, be adopted.

Moved by: S. Warnock
Seconded by: A. Cunich

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

6. Audit Acknowledgement

The Executive Committee of UP4800 undertook the 2023 audit to ensure that all practices and processes have been carried out correctly.

The audit report from Kelly & Partners was acknowledged.

7. Financial Audit

Motion 3: That the Owners Corporation of UP4800 authorises the Executive Committee to obtain an audit for the financial statement for the year ending on 31/12/2024 and this will be displayed as an annual budgeted item.

Moved by: S. Warnock
Seconded by: T. Fletcher

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

THE OWNERS - UNITS PLAN No. 4800 Common Seal

2 invalid vote(s) - 2x non-financial

8. Renewal Strata Management Agreement

Motion 4: That the Owners Corporation for Units Plan 4800 resolves:

a) to renew the strata management agency agreement with Bright & Duggan (ACT) Pty Ltd as its managing agent, for a period of 36 - months, and delegates functions to it on the terms and conditions as set out in the agreement attached to the notice of this meeting; and
b) to nominate and authorise 2 owners or members of the Executive Committee to execute and affix the common seal to the agreement; and
c) that the strata management fee be $28,900.00 inc GST per annum, commencing on 1 March 2024.

Moved by: S. Warnock
Seconded by: M. Websdale

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

9. Insurance Certificate - Acknowledgement

That the current insurance of the Owners Corporation of UP4800, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0000023535	CHU Underwriting Agencies	7-Jan-25	BUILDING	$ 39,690,000.00
			PUBLIC LIABILITY	$ 30,000,000.00
			COMMON AREA CONTENTS	$ 396,900.00
			LOSS OF RENT	$ 5,953,500.00
			FIDELITY GUARANTEE	$ 250,000.00
			WORKERS COMPENSATION	Insured
			VOLUNTARY WORKERS	$200,000.00 / $2,000.00
			OFFICE BEARERS	$ 5,000,000.00
			GOVERNMENT AUDIT COS	$ 25,000.00
			WH&S APPEAL EXPENSES	$ 100,000.00
			LEGAL EXPENSES	$ 50,000.00
			LOT OWNERS IMPROVEME	$ 250,000.00
			FLOOD	Insured

TOTAL PREMIUM: $66,747.55

Excess $5,000 All Claims & Unoccupancy
Excess $1,000 Legal
Expense

The insurance certificate was acknowledged.

THE OWNERS - UNITS PLAN No. 4800 Common Seal

10. Insurance - Valuation

Motion 5: That the Owners Corporation for 4800 resolves to either carry out a building valuation for insurance purposes or adjust as per renewal, noting the previous valuation from QIA Group Pty Ltd was prepared on 21/3/23, and authorises the Executive Committee to endorse or adjust the sim insured in accordance with the new valuation or adjust the sum insured in accordance with the new valuation or endorsement of the renewal and for the managing agent to adjust as instructed.

Please make sure to cast your vote in favour of this motion by selecting "YES." In the Alternatives section, you may then opt for either Option A or Option B based on your personal preference.

Please ensure to vote for this motion, additionally under Alternatives, choose either Option A or Option B for reference.

Moved by: S. Warnock
Seconded by: H. Penwell

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Alternatives for Insurance - Valuation

Obtaining an insurance valuation is essential for the Owners Corporation to protect themselves and their owners from financial losses in the event of damage or destruction to the property. Knowing that the property is adequately insured provides owners peace of mind and helps protect their investment in the property.

Please ensure to choose either Option A or Option B to vote.

(Option A)
That the Owners Corporation for Units Plan 4800 obtains an insurance valuation and the level of insurance be adjusted upon renewal to the figure as suggested by the valuation and in consultation with the Executive Committee.
(Option B)
That the level of insurance be adjusted upon renewal in consultation with the Executive Committee.

'OPTION A' has been selected with the highest votes.
VOTES A: 9 B: 1

2 invalid vote(s) - 2x non-financial

Manager's note: The meeting was decided by a majority vote that the Owners Corporation would go with Option A to obtain an insurance valuation.

11. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of UP4800 have no new or outstanding Insurance Claims.

12. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of UP4800 has outstanding maintenance issue that are waiting to be actioned.

- Builder's building defect, still waiting to be completed.
- Addressing the installation of the exhaust discharge unit.
- Cladding, where the black faced aluminium composite panels containing 27% Polyethylene installed forming a parapet capping to the level 1 balconies on the western elevation shall be removed and replaced with a product deemed non-combustible.

Manager's note: During the meeting, it was discussed that the owner of Lot 57 needs to perform repairs to the common property due to damage caused during the initial fit-out for the Thai restaurant tenancy. Images have been provided displaying the damage, including holes in the common property's bin enclosure and other affected areas. The unauthorised works carried out on the common property include damage to the concrete slabs with multiple cores drilled, significant plumbing installed in the waste rooms below the tenancy, as well as cores and plumbing works connected to common property in the basement, and damage to the wall above the waste rooms where a hot water service was installed.

THE OWNERS - UNITS PLAN No. 4800 Common Seal

13. Maintenance Plan

Motion 6: That the Owners Corporation of UP4800 resolves to adopt the current building maintenance plan, noting the previous plan from QIA Group Pty Ltd was prepared on 22/10/21.

Moved by: S. Warnock
Seconded by: A. Cunich

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

14. Sinking Fund Plan

Motion 7: That the Owners Corporation for Units Plan 4800 resolves to adopt the current 10-year Sinking Fund plan for commencement from the first date of the next financial year and:

a) obtain quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan;
b) delegate to the strata committee to consider the quotations and engage a consultant.
c) delegate to the strata committee to appoint a liaison to meet with the consultant; and
d) delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule), to undertake any of the above.

Moved by: S. Warnock
Seconded by: S. Choi

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800
Common Seal

15. Split of Commercial and Residential Expenditure for Cleaning

Motion 8: That the Owners Corporation of UP4800, resolves to distinctly identify the Commercial and Residential expenditures for Cleaning.

Description	Residential Budget 2024	Commercial Budget 2024	Commercial Budget Toilet Clean Weekends 2024
	01/01/24-31/12/24	01/01/24-31/12/24	01/01/24-31/12/24
ADMINISTRATIVE FUND			
EXPENDITURE - ADMIN. FUND			
CLEANING - RESIDENTIAL	$ 30,030.00		
COMMERCIAL CLEANING		$ 26,025.00	
CLEANING - TOILETS/WASHROOM (Weekend)			$ 6,006.00
CLEANING MATERIALS		$ 8,800.00	
CLEANING SANITARY BINS		$ 2,900.00	
COMMERCIAL CLEANING - WINDOW		$ 6,150.00	
TOTAL ADMIN. EXPENDITURE	$ 30,030.00	$ 43,875.00	$ 6,006.00

Moved by: A. Cunich
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Manager's Note: The owners of the commercial spaces have asked for paper towels and holders to be provided in all common area commercial toilets. It has also been observed that the hand dryers emit a loud noise that affects the nearby commercial spaces on the first level. **Action Item**: Strata manager is to explore alternative options from Maritex.

16. Additional Commercial Levy Contribution for Weekend Clean

Motion 9: That the Owners Corporation for Units Plan 4800 resolves to determine the expenditure of $6006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends.

This expense will be budgeted and maintained annually until there is a change in tenancy or trading hours.

Moved by: R. Rowe
Seconded by: A. Cunich & A. Pratap

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Manager's Note: The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site attendance by cleaners and the building manager, especially at the beginning of each week.

It's important to note that the responsibility for cleaning the common property toilets on weekends falls on the commercial occupants conducting business on weekends (this applies to Lot 63 at this stage). To address ongoing complaints from commercial tenants and ensure fair usage of the bathroom facilities among businesses, the Owners Corporation (OC) will attribute costs associated with weekend usage based on access codes for the doors. This will help the OC determine which commercial tenancies are using the bathroom facilities over the weekend.

17. Administrative Fund Expenditure Budget

Motion 10: That the proposed Administrative Fund Expenditure Budget for UP4800 of $266,200.00 inc. GST and the following:

- Residential $33,033.00 inc. GST
- Commercial $55,000.00 inc. GST

For the period 1 January 2024 - 31 December 2024 be accepted.

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Moved by: R. Rowe
Seconded by: A. Cunich

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

18. Sinking Fund Expenditure Budget

Motion 11: That the proposed Sinking Fund Expenditure Budget for UP4800 of $53,900.00 inc. GST for the period of 1 January 2024 to 31 December 2024 be accepted.

Moved by: R. Rowe
Seconded by: A. Cunich

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

Manager's Note: The common property front door requires replacement due to broken door hinges. The door frames were imported from China and parts are not available in Australia. Moreover, the doors are of poor quality and have bowed. To address security concerns, an automatic door closer will be installed to prevent visitors and residents from pushing the door to a locked open position, thereby reducing the risk of theft and damage.

19. Levy Contribution Period

Due to our current end-of-year falling during the Christmas break and the difficulty in arranging the AGM, the Executive Committee is proposing changes to the current Levy Period. Instead of commencing on 1 January of every year, it will commence on 1 April of every year. The amended Levy Period for the following year and every year will be:

1. - 1 April to 30 June
2. - 1 July to 30 September
3. - 1 October to **31** December
4. - 1 January to **31** March

Motion 12: **Amended -** That the Owners Corporation of UP4800 has agreed to these changes, which will result in an interim levy being applied.

Moved by: S. Warnock
Seconded by: T. Fletcher

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's note: The amendment changes the last days of December and March to 31 instead of 30.

20. Interim Levy

Motion 13: **Amended -** That the Owners Corporation accepts the amended Interim Levy for this financial year and the Levy Period will be, as follows:

1. 1 April to 30 June
2. 1 July to 30 September
3. 1 October to 31 December
4. 1 January to 31 March (Interim Levy)

Moved by: S. Warnock
Seconded by: T. Fletcher

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's note: The amendment changes the last days of December and March to 31 instead of 30.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

21. Levy Contributions

Motion 14: That the Owners Corporation for Units Plan 4800 determines an Administrative Fund Contribution of $266,200.00 inc. GST and a Sinking Fund Contribution of $53,900.00 inc. GST to be contributed in accordance with the unit entitlements.

The split of commercial and residential expenditure means there would be a levy contribution for:

- Residential: - $33,033.00 inc. GST
- Commercial: - $48,393.40 inc GST
- Commercial: - $6.606.60 inc GST (additional weekend clean)

Amended: Payment to be made on 8 July 2024, 1 August 2024, 1 October 2024, and 1 January 2025.

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued	1/01/2024	30/04/2024	8/07/2024	$88,733.33	$17,966.67
To be Issued	1/05/2024	31/08/2024	15/07/2024	$88,733.33	$17,966.67
To be Issued	1/09/2024	31/12/2024	1/09/2024	$88,733.34	$17,966.66
Total	1/01/2024	31/12/2024		**$266,200.00**	**$53,900.00**

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued	1/01/2025	30/04/2025	1/01/2025	$66,550.00	$13,475.00
Total	1/01/2025	30/04/2025		**$66,550.00**	**$13,475.00**

Moved by: L. Moore
Seconded by: H. Penwell

Motion CARRIED.
VOTES FOR: 8 AGAINST: 0 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

22. Payment Plan for Levy Arrears

Motion 15: That the Owners – Units Plan 4800 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Moved by: L Moore
Seconded by: H. Penwell

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

23. Debt Collection

Motion 16: That the Owners Corporations for Units Plan 4800 for the purpose of collecting levy contributions to authorises the Strata Manager and/or the Executive Committee to do any one or more of the following:

a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
b. To obtain legal advice and retain representation by engaging the services of Grace Lawyers on behalf of The Owners Corporation – Units Plan No 4800.
c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs, and matters arising out of the by-laws.
d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings.

Moved by: S. Warnock
Seconded by: O. Berry

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

24. UP4800 Rules Amendment - Erection & Alteration Additional Conditions

Motion 17: That Rule 1.4 of the Default Rules be amended to read as follows:
Rule 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 obtained in an ordinary resolution 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.
(a) Non-compliance Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the Unit Titles Management Act 2011. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

Moved by: R. Rowe
Seconded by: L. Moore

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

25. UP4800 Rules Amendment - Short - Term Rentals

Motion 18: That the Owners Corporation for Units Plan 4800 has resolved to include the Short-Term Rental Policy. It is crucial to consider the impact of short-stay accommodation in our Yamaroshi Community. While it may bring additional income to the Unit Owner of the Short-Term Rental, it also poses risks and challenges that can affect the safety, security, and reputation of our building. The supporting information sheet outlines the key reasons why a short-term rental policy is crucial for our building and why it should be included in any short-term rental property and to implement this policy.

Moved by: S. Warnock
Seconded by: O. Berry

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

26. UP4800 Rules Amendment - Hazardous & Dangerous materials Basement and Common Property

Motion 19: **Amended -** That the Owners Corporation of Units Plan 4800 resolves to implement a **policy** Hazardous and Dangerous materials stored in the Basement and/or the Common Property areas. The implementation of this policy is crucial to mitigate these risks and ensure the safety and well - being of all owners and occupiers, visitors, and other members of the Yamaroshi Community, and the environment.

Moved by: R. Rowe
Seconded by: L Moore

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

27. UP4800 Rules Amendment - Charging E - Bikes and E - Scooters or usage of Lithium-ion batteries

Motion 20: That the Owners Corporation of Units Plan 4800 implements the following rules regarding the charging of e-bikes, e-scooters, and lithium-ion batteries:

1. Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.
2. Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
3. E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
4. Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
5. Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

Moved by: S. Warnock
Seconded by: L. Moore

Motion CARRIED.
VOTES FOR: 8 AGAINST: 0 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

28. UP4800 Rules Amendment - Move In and Move Out

Motion 21: That the Owners Corporation of Units Plan 4800 resolve to recognise the move in/move out within the complex can have an impact on the safety, security, and well - being of all owners and occupiers as well as the value and reputation of our building.

Moved by: L. Moore
Seconded by: R. Rowe

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

29. UP4800 Rules Amendment - Access Devices

Motion 22: That the Owners Corporation of Units Plan 4800 resolves to implement the Building Security and Access Control Policy.

The Policy is to ensure the safety and security of our building and occupants and aims to reduce the risk of unauthorised entry into our building, and implement safety measures in case of emergencies, such as lost or stolen keys.

Moved by: S. Choi
Seconded by: L Moore

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

30. UP4800 Rule Amendments and Additions

Motion 23: The Units Titles (Management) Regulation 2011, which took effect in 1 July 2023, included various amendments to the Unit Titles Act 2011. In line with this amended Act, the following motions are proposed for the Owners Corporation of Unit Plan 4800:

1. That the Owners Corporation for Units Plan 4800 adopts the Unit Plan 4800 Rules as attached, and that these rules be registered.
2. That the Owners Corporation for Unit Plan 4800 adopt the amended Default Rules of the Unit Titles (Management) Regulation 2011.

Moved by: L. Moore
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

THE OWNERS - UNITS PLAN No. 4800 Common Seal

31. Conversion of Pond Area to Zen Garden

Motion 24: That the Executive Committee proposes transforming the existing pond area into a functional, low maintenance Zen Garden to mitigate a significant waterproofing risk, enhance property value, and reduce the owners' exposure to future high maintenance costs. With a proposed budget of up to $6,000, we seek the Owners Corporation's approval to utilise last year's allocated $5,000, along with additional funds, for the set up and ongoing upkeep of the garden.

Moved by: R. Rowe
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Alternatives for Conversion of Pond Area to Zen Garden

(Option A)
The Executive Committee (EC) re-proposes converting the existing pond area, a significant waterproofing risk, into a functional, low maintenance Zen Garden. Despite no opposing feedback at the 2023 AGM, the previous motion was not passed, and it has since been clear that the costs linked to maintaining the pond.
are unsustainable.

(Option B) Should the primary motion be defeated, a subcommittee will be formed to engage the community further, exploring alternative solutions. This step is vital to avoid a stalemate that would require mediation or escalation to resolve.

The meeting confirms that Option B is carried by a majority vote.

32. Election of Executive Committee

Motion 25: That the Owners Corporation of Units Plan 4800 resolves to elect the executive committee as follows:

a) the chairperson is to announce the names of candidates nominated in writing and eligible for election to the executive committee.
b) the chairperson is to call for any oral nominations of candidates eligible for election to the executive committee; and
c) the owner's corporation to determine the number of executive committee members and elect the members.

Moved by: R. Rowe
Seconded by: L Moore

Motion CARRIED.
VOTES FOR: 8 AGAINST: 0 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

The nominated Executive Committee 2024/2025:

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Executive Committee Members	Lot Number
Ssu (Tomy) Hwang	10
James English	13
Sandra Warnock	36
Heath Penwill	52
Troy Fletcher	54
Alexandra Elliott	64
Andrew Cunich	65
Bobby Patel	68

33. Special Privileges Installation of Balcony Louvre System at Units 601 and 604, under Sustainability and Utility Infrastructure on Common Property

Motion 26: That the Owners of Lot 49 (Unit 601) Richard Rowe and Lot 52 (Unit 604) Heath Penwill, seeks approval from the Owners Corporation for the installation of Option A the louvre system at Units 601 and 604, subject to DA approval. The Executive Committee, excluding any members who are residents of or have direct interests in Units 601 and 604, is nominated to have the final authority to approve the specific details of the installation to avoid any actual or perceived conflicts of interest.

Moved by: L. Moore
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 7 AGAINST: 0 ABSTAINED: 3

2 invalid vote(s) - 2x non-financial

Manager's note: Once the owners of Lot 49 and Lot 52 receive the DA approvals, they will provide them to the Strata Manager and the Executive Committee as required.

34. General Business

- During the meeting, it was mentioned that the Summernauts event has been causing loud noise and traffic inconvenience for the owners and residents of Yamaroshi and the surrounding area. The Executive Committee will contact the Owners Corporation Network to address this concern with the local government.

There being no further business the meeting closed at 7:34 PM.

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4800

THE OWNERS - UNITS PLAN No. 4800 Common Seal

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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 6248, O'Connor ACT 2602
P: 02 6156 3305
ABN 96 144 703 435

Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
ADMINISTRATIVE FUND			
INCOME			
Levies - Administrative Fund	290,000.32	290,000.00	242,000.00
Electricity- Solar Rebate	595.29	0.00	0.00
Insurance - Claims Refunds	10,401.91	0.00	0.00
Residential Levy	0.00	0.00	30,030.00
Interest On Overdue Levies	788.00	0.00	0.00
TOTAL ADMIN. FUND INCOME	**301,785.52**	**290,000.00**	**272,030.00**
EXPENDITURE - ADMIN. FUND			
Audit Fees	1,000.00	950.00	1,000.00
Bank Charges	225.02	450.00	450.00
Bas - Preparation Fee	545.44	550.00	600.00
Arrears Letters	1,696.10	0.00	0.00
Building Manager	22,482.90	25,028.00	22,752.00
Cleaning - General	37,005.00	35,693.00	15,015.00
Cleaning - Materials	6,480.55	1,500.00	0.00
Cleaning - Residential	0.00	0.00	30,030.00
Cleaning - Windows	245.00	0.00	0.00
Cleaning - Bins	0.00	0.00	2,740.00
Cleaning - Car Park	0.00	1,200.00	3,500.00
Electricity	12,796.96	18,000.00	14,000.00
Fire Protection	8,483.66	10,000.00	10,000.00
Fire Protection - Monitoring	2,100.00	2,310.00	2,100.00
Insurance - Premium	9,497.29	62,000.00	80,367.63
Insurance - Claims	10,296.60	0.00	0.00
Insurance - Claims Excess	0.00	2,000.00	2,000.00
Insurance - Valuation	966.36	0.00	0.00
Legal Expenses	(1,100.43)	15,000.00	0.00
Professional Reports	0.00	5,000.00	5,000.00
Roof - Roofing	1,391.25	0.00	1,200.00
Roof - Height Safety	1,738.00	1,500.00	1,800.00
Access Device	2,077.28	0.00	0.00
R & M - Car Park Ventilation	3,200.00	3,000.00	3,200.00
R & M - Electrical	650.00	2,000.00	1,000.00
R & M - Fire Equipment	0.00	2,500.00	2,500.00
R & M - Intercom	300.00	0.00	0.00

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bright-duggan.com.au
PO Box 6248, O'Connor ACT 2602
P: 02 6156 3305
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Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
R & M - Garage Doors	2,898.18	2,000.00	2,500.00
R & M - Gardens & Grounds	93.46	500.00	1,000.00
R & M - General	1,737.03	2,500.00	1,500.00
R & M - Lift Contract	5,944.04	5,952.00	6,000.00
R & M - Lifts (Addl)	1,864.63	2,000.00	2,000.00
R & M - Gates & Doors	1,265.00	0.00	1,000.00
R & M - Plumbing	2,927.32	4,500.00	5,000.00
R & M - Plumbing Contract	2,706.55	3,516.00	3,702.06
R & M - Roof	1,722.73	0.00	1,800.00
R & M - Security Equipment	0.00	1,000.00	0.00
Security	2,965.00	0.00	0.00
Strata Management	26,272.68	28,900.00	28,900.00
Strata Manager Consultancy	343.63	0.00	0.00
Admin Processing	(210.00)	0.00	0.00
Sundry Expense	(1,510.08)	2,000.00	0.00
Tax - Return Lodgement	180.00	55.00	180.00
Waste Removal	0.00	0.00	6,902.00
Water Usage	9,275.02	18,000.00	11,000.00
Internet	552.00	1,000.00	600.00
TOTAL ADMIN. EXPENDITURE	**181,104.17**	**260,604.00**	**271,338.69**
SURPLUS / DEFICIT	**$ 120,681.35**	**$ 29,396.00**	**$ 691.31**
Opening Admin. Balance	64,804.88	64,804.88	185,486.23
ADMINISTRATIVE FUND BALANCE	**$ 185,486.23**	**$ 94,200.88**	**$ 186,177.54**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 29.000000	$ 24.200000

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Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
SINKING FUND			
INCOME			
Levies - Sinking Fund	45,000.20	45,000.00	49,000.00
TOTAL SINKING FUND INCOME	**45,000.20**	**45,000.00**	**49,000.00**
EXPENDITURE - SINKING FUND			
Capital Repairs & Replacement	15,898.59	0.00	3,715.00
Cctv	7,920.00	0.00	0.00
Doors & Windows	2,554.55	0.00	0.00
Furniture & Fittings	189.00	5,000.00	0.00
Fire Protection - Upgrade	0.00	0.00	5,571.00
General Replacements	1,368.69	0.00	2,000.00
Height Safety System	0.00	5,000.00	2,000.00
Professional Reports	50,185.00	30,000.00	30,000.00
Lighting	3,998.00	0.00	0.00
Signage	755.00	0.00	1,000.00
Plumbing & Drainage	19,244.46	4,300.00	4,000.00
TOTAL SINK. FUND EXPENDITURE	**102,113.29**	**44,300.00**	**48,286.00**
SURPLUS / DEFICIT	**$ (57,113.09)**	**$ 700.00**	**$ 714.00**
Opening Sinking Fund Balance	55,271.42	55,271.42	(1,841.67)
SINKING FUND BALANCE	**$ (1,841.67)**	**$ 55,971.42**	**$ (1,127.67)**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 4.500000	$ 4.900000

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ABN 96 144 703 435

Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
COMMERCIAL ADMI FUND			
INCOME			
Commercial Levies	9,000.00	9,000.00	50,000.00
Interest On Overdue Levies	43.55	0.00	0.00
TOTAL INCOME	**9,043.55**	**9,000.00**	**50,000.00**
EXPENDITURE - SPECIAL PURPOSE			
Cleaning – Materials	0.00	2,000.00	8,800.00
Cleaning – Sanitary Bins	1,203.92	1,000.00	2,900.00
Commercial Cleaning	0.00	0.00	26,025.00
Com.Cleaning–Toilets/Washroom	0.00	0.00	6,006.00
Com Cleaning - Windows	0.00	0.00	6,150.00
Waste Management Services	6,902.73	6,000.00	0.00
TOTAL EXPENDITURE	**8,106.65**	**9,000.00**	**49,881.00**
SURPLUS/DEFICIT	**$ 936.90**	**$ 0.00**	**$ 119.00**
Opening Balance	3,637.03	3,637.03	4,573.93
COMMERCIAL ADMI FUND BALANCE	**$ 4,573.93**	**$ 3,637.03**	**$ 4,692.93**
NUMBER OF UNITS OF ENTITLEMENT:		0	0
AMOUNT PER UNIT OF ENTITLEMENT:		$ 0.000000	$ 0.000000

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (3 Levy Periods)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Levy
1	201	185	1641.57	332.38	203.70			1973.95
2	202	112	993.81	201.23	123.32			1195.04
3	203	112	993.81	201.23	123.32			1195.04
4	204	112	993.81	201.23	123.32			1195.04
5	205	112	993.81	201.23	123.32			1195.04
6	206	112	993.81	201.23	123.32			1195.04
7	207	185	1641.57	332.38	203.70			1973.95
8	208	185	1641.57	332.38	203.70			1973.95
9	209	112	993.81	201.23	123.32			1195.04
10	210	230	2040.87	413.23	253.25			2454.10
11	211	112	993.81	201.23	123.32			1195.04
12	212	112	993.81	201.23	123.32			1195.04
13	213	185	1641.57	332.38	203.70			1973.95
14	301	112	993.81	201.23	123.32			1195.04
15	302	112	993.81	201.23	123.32			1195.04
16	303	112	993.81	201.23	123.32			1195.04
17	304	112	993.81	201.23	123.32			1195.04
18	305	112	993.81	201.23	123.32			1195.04
19	306	112	993.81	201.23	123.32			1195.04
20	307	230	2040.87	413.23	253.25			2454.10
21	308	112	993.81	201.23	123.32			1195.04
22	309	109	967.19	195.84	120.02			1163.03
23	401	185	1641.57	332.38	203.70			1973.95
24	402	112	993.81	201.23	123.32			1195.04
25	403	112	993.81	201.23	123.32			1195.04
26	404	112	993.81	201.23	123.32			1195.04
27	405	109	967.19	195.84	120.02			1163.03
28	406	112	993.81	201.23	123.32			1195.04
29	407	185	1641.57	332.38	203.70			1973.95
30	408	185	1641.57	332.38	203.70			1973.95
31	409	112	993.81	201.23	123.32			1195.04
32	410	230	2040.87	413.23	253.25			2454.10
33	411	112	993.81	201.23	123.32			1195.04
34	412	112	993.81	201.23	123.32			1195.04
35	413	185	1641.57	332.38	203.70			1973.95
36	501	167	1481.85	300.04	183.88			1781.89
37	502	112	993.81	201.23	123.32			1195.04
38	503	112	993.81	201.23	123.32			1195.04
39	504	112	993.81	201.23	123.32			1195.04
40	505	112	993.81	201.23	123.32			1195.04
41	506	112	993.81	201.23	123.32			1195.04
42	507	167	1481.85	300.04	183.88			1781.89
43	508	161	1428.61	289.26	177.28			1717.87
44	509	112	993.81	201.23	123.32			1195.04
45	510	230	2040.87	413.23	253.25			2454.10
46	511	112	993.81	201.23	123.32			1195.04
47	512	112	993.81	201.23	123.32			1195.04
48	513	161	1428.61	289.26	177.28			1717.87
49	601	155	1375.37	278.48	170.67			1653.85
50	602	147	1304.38	264.11	161.86			1568.49
51	603	147	1304.38	264.11	161.86			1568.49
52	604	155	1375.37	278.48	170.67			1653.85
53	605	151	1339.87	271.30	166.27			1611.17
54	606	143	1268.89	256.92	157.46			1525.81
55	607	143	1268.89	256.92	157.46			1525.81
56	608	153	1357.62	274.89	168.47			1632.51

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (3 Levy Periods)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Levy
57	G001	328	2910.45	589.31		2436.01		5935.77
58	G002	151	1339.87	271.30		1121.46		2732.63
59	G003	23	204.09	41.32		170.82		416.23
60	G004	78	692.12	140.14		579.29		1411.55
61	G005	72	638.88	129.36		534.73		1302.97
62	G006	242	2147.35	434.79		1797.30		4379.44
63	G007	169	1499.59	303.64		1255.14	2202.20	5260.57
64	G008	292	2591.01	524.63		2168.64		5284.28
65	101	221	1961.01	397.06		1641.34		3999.40
66	102	90	798.60	161.70		668.42		1628.72
67	103	216	1916.64	388.08		1604.20		3908.92
68	104	290	2573.27	521.03		2153.79		5248.09
Totals			**$ 88,733.33**	**$ 17,966.66**	**$ 8,619.41**	**$ 16,131.13**	**$ 2,202.20**	**$ 125,033.32**

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (FOR INTERIM LEVY)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Quarterly Levy
1	201	185	1226.09	249.29	152.78			1475.38
2	202	112	742.28	150.92	92.49			893.20
3	203	112	742.28	150.92	92.49			893.20
4	204	112	742.28	150.92	92.49			893.20
5	205	112	742.28	150.92	92.49			893.20
6	206	112	742.28	150.92	92.49			893.20
7	207	185	1226.09	249.29	152.78			1475.38
8	208	185	1226.09	249.29	152.78			1475.38
9	209	112	742.28	150.92	92.49			893.20
10	210	230	1524.33	309.93	189.94			1834.25
11	211	112	742.28	150.92	92.49			893.20
12	212	112	742.28	150.92	92.49			893.20
13	213	185	1226.09	249.29	152.78			1475.38
14	301	112	742.28	150.92	92.49			893.20
15	302	112	742.28	150.92	92.49			893.20
16	303	112	742.28	150.92	92.49			893.20
17	304	112	742.28	150.92	92.49			893.20
18	305	112	742.28	150.92	92.49			893.20
19	306	112	742.28	150.92	92.49			893.20
20	307	230	1524.33	309.93	189.94			1834.25
21	308	112	742.28	150.92	92.49			893.20
22	309	109	722.40	146.88	90.01			869.28
23	401	185	1226.09	249.29	152.78			1475.38
24	402	112	742.28	150.92	92.49			893.20
25	403	112	742.28	150.92	92.49			893.20
26	404	112	742.28	150.92	92.49			893.20
27	405	109	722.40	146.88	90.01			869.28
28	406	112	742.28	150.92	92.49			893.20
29	407	185	1226.09	249.29	152.78			1475.38
30	408	185	1226.09	249.29	152.78			1475.38
31	409	112	742.28	150.92	92.49			893.20
32	410	230	1524.33	309.93	189.94			1834.25
33	411	112	742.28	150.92	92.49			893.20
34	412	112	742.28	150.92	92.49			893.20
35	413	185	1226.09	249.29	152.78			1475.38
36	501	167	1106.79	225.03	137.91			1331.83
37	502	112	742.28	150.92	92.49			893.20
38	503	112	742.28	150.92	92.49			893.20
39	504	112	742.28	150.92	92.49			893.20
40	505	112	742.28	150.92	92.49			893.20
41	506	112	742.28	150.92	92.49			893.20
42	507	167	1106.79	225.03	137.91			1331.83
43	508	161	1067.03	216.95	132.96			1283.98
44	509	112	742.28	150.92	92.49			893.20
45	510	230	1524.33	309.93	189.94			1834.25
46	511	112	742.28	150.92	92.49			893.20
47	512	112	742.28	150.92	92.49			893.20
48	513	161	1067.03	216.95	132.96			1283.98
49	601	155	1027.26	208.86	128.00			1236.13
50	602	147	974.24	198.08	121.40			1172.33
51	603	147	974.24	198.08	121.40			1172.33
52	604	155	1027.26	208.86	128.00			1236.13
53	605	151	1000.75	203.47	124.70			1204.23
54	606	143	947.73	192.69	118.09			1140.43
55	607	143	947.73	192.69	118.09			1140.43
56	608	153	1014.01	206.17	126.35			1220.18

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (FOR INTERIM LEVY)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Quarterly Levy
57	G001	328	2173.82	441.98		1827.01		4442.81
58	G002	151	1000.75	203.47		841.09		2045.32
59	G003	23	152.43	30.99		128.11		311.54
60	G004	78	516.95	105.11		434.47		1056.52
61	G005	72	477.18	97.02		401.05		975.25
62	G006	242	1603.86	326.10		1347.97		3277.92
63	G007	169	1120.05	227.73		941.35	1651.65	3940.78
64	G008	292	1935.23	393.47		1626.48		3955.18
65	101	221	1464.68	297.80		1231.00		2993.48
66	102	90	596.48	121.28		501.31		1219.06
67	103	216	1431.54	291.06		1203.15		2925.75
68	104	290	1921.98	390.78		1615.34		3928.09
Totals			**$ 66,275.00**	**$ 13,475.00**	**$ 6,464.56**	**$ 12,098.35**	**$ 1,651.65**	**$ 93,500.00**

THE OWNERS - UNITS PLAN No. 4800
Common Seal

UP4800 RULES

32 Mort Street Braddon 2612

YAMAROSHI
ヤマロシ

Our Vision for Yamaroshi 4800

Our vision for our building, our home, our place of work is to create a space where health and wellbeing, safety, environmental responsibility, and a strong sense of community are our top priorities. We are committed to building a community that cares about each other and the environment; where everyone feels safe, supported, and valued.

We believe that by focusing on sustainability, we can create a better future for the planet and ourselves. We are dedicated to reducing our environmental footprint by using eco-friendly services and materials, promoting energy efficiency, and encouraging sustainable practices among our owners and occupiers.

At our building, we believe that living well means more than just physical health - it also means having a strong sense of community and connection. We are committed to fostering a supportive and inclusive environment where everyone can thrive, and where our residents and those that work here feel a sense of belonging and connection.

Our Yamaroshi philosophy is rooted in the belief that everything and everyone in our community is interconnected, and that our choices have an impact on our neighbours and the environment. We understand that by taking care of our neighbours, our surroundings, and ourselves we can create a more harmonious and fulfilling way of life for everyone in our building.

Above all, we want our owners and occupiers to love living and working here. We believe that by creating a beautiful, welcoming, and sustainable community, we can provide an exceptional lifestyle experience that meets and exceeds our expectations.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

To be adopted at the AGM 2024
UP4800 YAMAROSHI

INTRODUCTION:

These rules have been established for the mutual benefit of all residents, including owners and tenants; in order to ensure the general well-being of all residents and to maximise convenience, comfort, and privacy, certain rules are necessary.

These rules aim to minimise annoyance and provide guidelines for residents and their guests.

They are an integral part of any leasing arrangement between a unit proprietor and a tenant.

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863. You will need to provide the Unit Plan number 4800, address and any other information requested.

UP4800 - Owners Corporation Managing Agents
Bright & Duggan ACT
PO Box 281
Crows Nest NSW 1585

Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

Complaints
A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 4800.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date, and nature of the offence.

UP 4800 RULES

Yamaroshi – 32 Mort Street, Braddon ACT

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 obtained in an ordinary resolution 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.

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.

General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

(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

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

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) An owner is required to submit a request to the Strata Manager in line with the Unit Titles (Management) Act 2011, sections 22 and 23, for use of the common property or any special privilege relating to common property.

* *The use of Common Property must be made using the application form, and available from the Strata Manager.*

1.8 - Hazardous use of unit

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

1.9 - Use of unit—nuisance or annoyance

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

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

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

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

1.10 - Noise

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

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

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

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

1.11 - Illegal use of unit

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

1.12 - What may an executive committee representative do?

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
- (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
- (b) carry out any maintenance required under the Act or these rules;
- (c) do anything else the Owners Corporation is required to do under the Act or these rules.

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
- (a) the executive committee or the representative has given the owner, occupier, or user of the unit reasonable notice of their intention to do the thing; or
- (b) in an emergency, it is essential that it be done without notice.

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

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

1.13 - Seal of the Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—
- (a) the seal must be attached by decision of the executive committee; and

Note Executive committee decisions must be made by majority vote, or

by unanimous vote if there are only 2 members of the committee

(see sch 2, s 2.10).

THE OWNERS - UNITS PLAN No. 4800 Common Seal

(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.

(d) the Managing Agent may affix seal in the following instances –

i. reduced quorum meetings notices;
ii. Rules registration documents;
iii. notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
iv. certifications under Section 119 of the Act by the Managing Agent of the Owners Corporation.

1.14 - Recovery of Costs

(1) If the Owners Corporation incurs costs relating to the actions of a unit owner the owner shall be liable to pay the Owners Corporation these costs (for example, insurance excess costs where the claim relates to a maintenance matter within an individual Unit).

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

(3) The costs payable in accordance with subclause (1) shall only be such costs which can be evidenced by written invoice as payable by the Owners Corporation.

1.15 - Commercial Funds

(1) The Owners Corporation will determine Commercial Fund contribution for the operation and upgrade of facilities used by the Commercial Units, 57 to 68, including but not limited to: -

(a) Toilets
- Sanitary bins
- Toilet paper

(b) Commercial waste management services
(c) Commercial cleaning
(d) Commercial lobby upgrades

(2) This contribution will be determined at the Annual General Meeting and will be levied upon Commercial Units 57 to 68 based upon Unit Entitlements (Commercial Contribution divided by total Unit Entitlements for Commercial Units and multiplied by the Unit Entitlements for each Unit).

1.17 – Electric Vehicle Charging Station, Charging E – Bikes & E - Scooters

(1) Contact the Strata Manager for details on the use of the Electric Vehicle Charging Station.

Owners Corporation Managing Agents.
Bright & Duggan ACT
Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

(2) A resident is required to ensure that their e-bikes and e-scooters, along with their lithium batteries and chargers, comply with relevant Australian standards.

(a) Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.

(b) Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
(c) E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
(d) Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
(e) Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

And the addendum as per the attached documents be registered: -

- Construction and Renovation Policy 2024 v1.0
- Short Term Rental Policy 2024 v1.1
- Hazardous and Dangerous Materials in the Basement & Common Property v1.1
- Move In and Move Out Policy 2024 v1.1
- Building Security and Access Control Policy 2024 v1.1

THANK YOU FOR YOUR COOPERATION IN ADHERING TO THESE RULES.

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Construction and Renovation Policy

1. Introduction

The following policy outlines the standards and guidelines for construction and renovation within UP 4800, Yamaroshi and defines the Conditions of the current rule ***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 obtained in an ordinary resolution 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).

This policy has been developed in the interest of maintaining a harmonious and safe environment for all residents and businesses within UP4800 Yamaroshi.

The Conditions set out in this policy are designed to minimise disruption, ensure safety, and uphold the quality of life for the Yamaroshi Community throughout the duration of any construction or renovation projects. Adherence to this policy and Conditions is mandatory for all contractors, tradespeople, and property owners involved in construction or renovation activities within the UP4800 Yamaroshi.

The Owners Corporation of UP4800 acknowledges construction and renovations are necessary from time to time. This policy governs the parameters around construction and renovations undertaken within the UP4800 Yamaroshi. Owners and occupiers undertaking construction or renovation works are expected to abide by this policy and its Conditions ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to undertake construction and renovations in accordance with these Conditions will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the construction and renovation Conditions within Yamaroshi as well as responsibilities of owners and occupiers during construction or renovation works.

The primary objectives of this policy are:

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise complaints within the Yamaroshi Community and foster a collaborative environment where Yamaroshi Community members are fully informed of construction and renovation works.
- To establish a framework for managing construction and renovation works that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Category, Condition(s) Name and Description refer to the items set out in the table at point 7. Obligations of Owners and Occupiers undertaking construction and renovations.

5. Scope

This policy and conditions applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and Conditions, and any statutory guidelines or procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi construction and renovations within Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers undertaking construction and renovations

These Conditions underscore our commitment to adhering to community and building standards, and our dedication to the health, safety, and well-being of all residents, workers, and visitors to UP4800 Yamaroshi.

Owners and occupiers are required to strictly adhere to the following Conditions:

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.
General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must

		be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these Conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

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THE OWNERS - UNITS PLAN No. 4800 Common Seal

Application for Use of Common Property

Name:.....

Unit/Apartment or Lot number:.....

Request:.....

.....

In accordance with the UP4800 – "Yamaroshi" Rules 1.7 Use of Common Property:

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) Applications for use of Common Property must be made using this Application for Use of Common Property form from the Strata Manager.

The Executive Committee will provide response to this request within 28 days.

Approval:.....

Date:.....

Date for removal or re-application .....

insideoutside
facility services
Your Building Manager is Siemonne
Onsite between 0700 – 1100 (Mon - Fri)
Contact: 0447213043

bright & duggan
australia's strata leader
27 Torrens Street BRADDON ACT 2612
Ph: 02 6156 3305
customercare@bright-duggan.com.au

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THE OWNERS - UNITS PLAN No. 4800 Common Seal

Yamaroshi Short Term Rental Policy

1. Introduction

The following policy outlines the standards and guidelines for short stay accommodation, such as Airbnb or Stayz within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all residents, guests and visitors as well as maintaining the reputation of the Owners Corporation.

The Owners Corporation recognises the right of individual lot owners to lease or rent their units for short stays. However, it also recognises that such activities can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of UP 4800 has developed the following policy to govern the conduct of Short-Term Rental (STR) activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to balance the needs of property owners and residents with the desire of some property owners to generate income through short stay rentals.

The primary objectives of this policy are:

- To promote safety and security for all residents and visitors, including short stay guests.
- To ensure the reasonable enjoyment of the property by all owners and occupiers their visitors and short stay guests.
- To minimise any negative impacts of short-stay accommodation, such as excessive noise, waste, wear-and-tear or damage to common property.
- To avoid or minimise any additional costs to the Owners Corporation attributable to short stay accommodation on Common Property such as cleaning, increased insurance premiums, security, or wear and tear.
- To establish a framework for managing short stay accommodation that is fair and transparent for all property owners and occupiers.
- To contribute to compliance with relevant laws and regulations related to short stay accommodation, codes and safety requirements.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Short-stay accommodation and Short-Term Rental (STR) refers to an apartment in UP4800 – Yamaroshi rented like a hotel or motel, often through an online provider (e.g., Airbnb or Stayz) that may be booked for days or months.

Short-Term Rental Business (STRB) refers to the operation of renting out properties, such as apartments or rooms, for a short period; usually ranging from a few days to a few months, to individuals seeking temporary accommodation. This business model involves offering short-term stays to guests in exchange for payment, and it can be facilitated through various platforms such as Airbnb, Stayz or other platforms providing similar services.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Short-stay accommodation and Short-Term Rental guest (STR guest) refers to the person renting the property from the STRB Operator. This may be an individual or group, and they are expected to follow the rules and regulations set forth by the STRB Operator owner.

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Guest Code of Conduct is a set of guidelines and expectations at **Attachment A**.

The purpose of the guest code of conduct is to ensure that STR guests contribute to a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

5. Scope

This policy applies to all property owners and occupiers who wish to offer and are offering Short-stay accommodation within the property as a Short-Term Rental Business (STRB), either whole or part of the property where the property is rented on a short-term basis with in UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. Where the STRB is operated by a tenant, the owner of the unit and the tenant both have full responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for the Yamaroshi: Short Stay Accommodation includes this policy, the 'Template – Code of Conduct', UP 4800 "Yamaroshi" Rules, "Yamaroshi: Building Security and Access Control Policy" and the *Unit Titles (Management) Act 2011*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Implementation Time

To ensure a smooth transition to the Short Stay Accommodation policy, this section outlines the implementation timeline for existing and new/proposed short term rental businesses.

a) All existing STRB Operators are required to comply with the policy on and from the latter of
   - the date that this policy takes effect and
   - 90 days after the date of the Special Resolution agreeing to the policy.

b) All new/proposed STRB Operators are required to comply with this policy from the date that it takes effect.

8. Obligations of Short-Team Rental Businesses

An STRB Operator in UP4800 Yamaroshi is responsible for compliance with all of the following obligations. If STRB Operator is not the lot owner, the lot owner is responsible for any financial obligations including recovery costs arising from breaches of this policy, and for taking all reasonable steps to ensure compliance with this policy by the STRB Operator.

By operating STRB in UP4800 Yamaroshi the STRB Operator is responsible for meeting all their obligations.

THE OWNERS - UNITS PLAN No. 4800
Common Seal

8.1 General

a) The lot owner of a lot operating STRB is accountable to the Owners Corporation for all additional costs attributed to the operation of the STRB, such as variations to insurance, after hours cleaning, emergency call outs and other reasonable costs associated with the STRB;

b) All additional costs attributed to the operation of the STRB will be passed on to the lot owner;

c) The STRB Operator must require guests to comply with the "Guest Code of Conduct" that will include sections related to

1. Safety and security (including keys and access devices);
2. emergency protocols and reporting obligations;
3. controls to limit the risk of unacceptable noise and disturbances;
4. guidance and rules relating to smoking and illicit substances;
5. maximum number of guests for the STR;
6. expectations of use car park facilities;
7. waste management;
8. compliance with all UP4800 "Yamaroshi" Rules in the form of an agreed statement of compliance

STRB Operators may compliance with the Guest Code of Conduct at **Attachment A**, or may create and require compliance with its own Guest Code of Conduct provided that it incorporates all requirements of the Guest Code of Conduct at **Attachment A**.

8.2 Prior to commencing

The STRB Operator will meet all of the following obligations and demonstrate such compliance to the Strata Manager prior to commencing a STRB at UP4800 Yamaroshi. A STRB Operator of an existing STRB when this policy takes effect must meet all of the obligations and demonstrate such compliance by the time that this policy applies to the STRB.

The Strata Manager or EC may require evidence of compliance and the STRB Operator must comply with any reasonable request.

a) The STRB Operator will

1. advise the Owners Corporation when a lot will commence providing Short-stay accommodation services;
2. obtain and provide evidence of approval from the Owner if the STRB Operator is any person other than the Owner of the lot;
3. obtain and provide evidence of approval from the lot Owner of any initial and ongoing increased cost that is likely to result in a variation to Strata

fees, such as increased insurance premiums, and other relevant to costs attributable to the operation of a STRB;

4. provide a copy of their public liability insurance policy as a STRB Operator
5. advise whether the STRB will use Code of Conduct at **Attachment A** or provide a copy of the Guest Code of Conduct to be used by the STRB incorporating those obligations;
6. provide assurance the UP 4800 "Yamaroshi" Rules are available to STR guests prior to their stay;
7. develop a comprehensive security plan that includes measures to protect the building and its residents, including implementation of access control measures, maintenance of any security measures and regular inspections of the premises in accordance with "Yamaroshi: Building Security and Access Control Policy". The security plan must include how access will be provided to STR Guests and the final plan must not include any key boxes or access control mechanisms, which are located on or provide access to common property, without the approval of the Executive Committee;
8. provide the Owners Corporation and the Executive Committee with emergency contact numbers of the STRB provider or their nominated delegate responsible in the event of emergency, serious event or complaint.

8.3 During Operation

a) The lot owner will

1. Pay any costs associated with the Operation of a STRB in accordance with *Unit Titles (Management) Act 2011* and UP4800 "Yamaroshi" Rules.

b) The STRB Operator must:

1. **Ensure STR Guests have access to UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their booking**;

2. **Ensure STR Guest accept UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their stay:** The acceptance either incorporated it into the conditions of their stay or by obtaining guests agreement in another form;

3. **Display the 'Code of Conduct' and 'UP 4800 "Yamaroshi" Rules' in STR:** Both must be prominently displayed made and easily accessible;

4. **Provide 24x7 Availability for emergency or urgent matters:** The STRB Operator or their delegate will be available at all times (24x7) in case of emergency. The STRB Operator or their delegate may also be contacted for

other urgent issues or concerns related to the property or the STR guest's stay;

5. **Respond in a timely manner for non-urgent matters:** They will respond to non-urgent matters raised by the Owners Corporation, their Strata Manager or Building Manager in a timely manner. This includes addressing any concerns or issues related to the STR property or the STR guest's stay, as well as responding to reasonable requests for information or updates,

6. **Comply with laws:** Ensure their STRB complies with all relevant laws related to operating a Short-term Accommodation service or otherwise applicable to the STRB at all times. This includes, but is not limited to, obtaining any necessary permits or licenses required by local or national authorities, and ensuring that the property meets all health and safety requirements.

7. **Limit noise and minimise disturbances:** Guests will be considerate of neighbours and avoid excessive noise or disturbances that may disrupt the peace and quiet reasonable enjoyment of owners and occupiers;

8. **Impose and enforce guest occupancy limitations:** A limitation on the number of guests allowed in the STR. Making sure that guests are aware of these limitations and are informed of the consequences of exceeding them;

   The occupancy limit is to be no more than 6 people, and must also be more than:

   - two guests per bedroom; plus
   - two additional guests if using a sofa bed in a living area.

9. **Implement Safety, Security and Emergency controls:** The STR must be equipped with appropriate and maintained safety and security controls to comply with any relevant laws and regulations, minimise impact to insurance and limit the risk of events occurring. These measures must include use of smoke detectors and fire extinguishers in compliance with any relevant Australian Standard, locks on all doors and windows, and complying with other Policies or requirements in the UP4800 "Yamaroshi" Rules relating to safety, security and emergency controls such as the use of any key safes approved by the Executive Committee, reporting lost or stolen keys and access devices.

   STR guests must be provided:

   - safety information - clear instructions on how to use safety features;
   - key security information - clear instructions on how to secure keys and fobs as well as how to immediately report lost or stolen keys, fobs or access devices;
   - emergency contact information in case of an emergency

   STRB Operators must review safety, security and emergency controls regularly to ensure they remain effective and to address any new security

concerns that may arise or changes to laws, acts and regulations in accordance with 8.3 During Operation b) 6. Compliance with Regulations, Laws, and Acts in this Policy;

10. **Provide Smoking and Illicit Substances controls:** Provide clear guidelines and rules for the STR regarding smoking and illicit substance use. If the STR does not prohibit smoking it must have effective controls to limit smoke drift so as not impact the reasonable enjoyment of owners and occupiers.

    There is a ZERO TOLERANCE towards illegal drugs and illicit substances on the premises; you will ensure STR guests are aware of any guidelines and zero tolerance stance as well as applicable consequences of violating them

11. **Communicate expectations about respecting the Yamaroshi Community:** STR guests are expected to treat all individuals involved in the with courtesy and respect. This includes owners, occupiers and all members of the Yamaroshi Community. STR guests should not engage in any behaviour that may cause harm, discomfort, inconvenience or nuisance to any member of the Yamaroshi Community;

12. **Communicate expectations about respect for Common Property:** STR guests are respectful and will treat common property and associated services with reasonable care. This includes limiting accidental damage and not deliberate damage or acts of vandalism to the property, leaving it in a clean and tidy condition upon departure;

13. **Provide guidance about the use of the car park and parking spaces:** Their STR guests are respectful and will treat the car park and parking spaces with reasonable care. STR guest will drive at a safe speed, park only in designated spots, refrain from blocking other cars, not impede others from accessing vehicles or storage. STR guests will not damage or vandalise any of the parking facilities and should report any damages or issues to the host immediately. STR guests should also dispose of any waste or litter properly and leave the parking area in a clean and tidy condition, including free from oil leaks and other spills;

14. **Provide guidance about Waste Management:** STR guests must dispose of their waste and recyclables in designated areas only. STR guests must follow the waste management guidelines provided by the STRB, including separating recyclables from non-recyclables and properly disposing of any hazardous materials. STR guests must not leave any waste or mess in common areas or outside of designated disposal areas;

THE OWNERS - UNITS PLAN No. 4800 Common Seal

15. **Report events, issues and damages:** The STRB must report any event that has caused or may cause loss or damage to the Yamaroshi Community to the Stata Manager. Reports must be made to the Strata Manager:

- **Immediately** if the event

a. involves the attendance of any emergency services,

b. causes actual or potential structural damage, including damage to walls, water leaks that have caused or may cause damage to a wall, floor or ceiling,

c. causes or creates a risk of injury or illness to a member of the Yamaroshi Community, or

d. involves a security breach or poses a security threat to Yamaroshi, including break ins, theft, vandalism or the loss of keys or fobs; and

- **within one business day** in any other case.

During any out of hours or closure period for the Strata Manager, the STRB must contact the Strata Manager using emergency contact details posted in the foyer or elevator, or given by the Strata Manager to owners in writing.

16. **Provide ongoing proof of Public Liability Insurance:** Maintain valid and active public liability insurance policy as a STRB Operator at all times and provide a copy of the certificate of insurance to the Strata Manager

8.4 Post Operation

a) When a deciding to cease the STRB Operator will inform the Strata Manager of

1. the final day of operation of the STR
2. any matters relating to outstanding issues.

b) When operations have ceased the STRB Operator will

1. no longer operate the ceased STR;
2. ensure the removal of any keys left in authorised key safes;
3. return to original condition of agreed items on common property, unless an offer to take ownership of the asset is made and accepted by the EC or there is already an agreement in place made with the original request, such as assigning a reset key safe to the Owners Corporation; and
4. if the STRB intends to recommence operation of the STR – comply with this policy in the same way that it would apply to any new STR.

9. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all Owners, Occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The strata manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the strata manager.

   The strata manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the strata manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the strata manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the strata manager.

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THE OWNERS - UNITS PLAN No. 4800 Common Seal

Hazardous Materials in Basement and Common Property Policy

1. Purpose

The following policy outlines the standards and guidelines for the storage and usage of hazardous and dangerous materials in Basement and common property within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all owners and occupiers, visitors, other members of the Yamaroshi Community and the environment.

Owners and tenants of UP48000 Yamaroshi are highly likely to use and own hazardous chemicals, hazardous substances, dangerous substances, dangerous materials, dangerous goods and potentially polluting substances for day to day use for cleaning, maintenance, fuel purposes, employment or other activities.

These include

- Home maintenance and household products
  examples: aerosols (e.g., spray paint, deodorant), alcohols (e.g., ethanol, methanol), adhesives, paints, thinners, matches and lighters, bleach, batteries. fuels, oils, solvents, spirits, and other chemicals
- LPG storage tanks;
- Lithium-ion batteries and other battery-powered equipment or products;
- Some agricultural chemicals such as fertilisers, herbicides and insecticides;
- Other fuels and other accelerants and such as liquid butane, barbeques starters, high proof alcohol and oils;
- Cleaning Chemicals, solvents and similar products.

Incorrect storage, inadequate security, unsafe quantities and unsupervised charging of these materials can pose high risk to the safety, health and wellbeing and reasonable enjoyment of all owners and occupiers, as well as the value and reputation of the Owners Corporation.

Therefore, the Owners Corporation has developed the following policy to provide guidelines and reasonable direction for storage and usage of items within Basements and common property.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to ensure safety and minimise risk to owners and occupiers, visitors and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

The primary objectives of this policy are:

- To establish clear guidelines for owners and occupiers regarding acceptable and permissible storage or placement of items in the Basement and common property areas. By doing so, the policy seeks to help owners and occupiers fulfill their obligations in a manner that promotes safety for all while minimising risk to the Owners Corporation.

- To promote safety and provide reasonable direction to owners and occupiers, and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

- To mitigate risk and the associated negative impacts of storage and usage of hazardous and dangerous materials, substances and good in Basement and common property areas, such as health hazards to people, damage to common property, damage to personal property, increased ongoing costs to insurance premiums and environmental pollution.

- To establish a framework for managing the storage and usage of hazardous and dangerous materials in Basement and common property areas that is fair and transparent for all owners and occupiers, service providers and others in the Yamaroshi Community.

- To contribute to compliance with relevant laws and regulations related to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas, codes and safety requirements.

All owners and occupiers, businesses, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation are expected to fully comply with this policy at all times.

Breaches and violations of this policy may result in actions to recover the costs incurred by the Owners Corporation due to non-compliance, such as cleaning or repairs and may result in reporting to police, fire services and other authorities.

The Owners Corporation and service providers for UP4800 will monitor compliance with this policy.

3. Scope

1. This policy applies to all owners and occupiers, businesses, Short-Term Rental guests, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation as well as any other members of the Yamaroshi Community.
2. This policy applies to all substances, chemicals, materials and goods, the associated risks they may pose based on definitions, relevant laws, best practise, national codes of practice, Australian Standards, and published advice and guidance from Australian Federal and Territory government departments, relevant Acts,
3. Relevant laws, standards and sources of guidance include, but are not limited to
    - Work Safe ACT - worksafe.act.gov.au
    - *Work Health and Safety Regulation 2011 (the Regulation)*
    - *Dangerous Substances Act 2004 (the Act)*
    - Safe Work Australia - safeworkaustralia.gov.au
    - AS 4332—2004: The storage and handling of gases in Cylinder
    - NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
    - AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
    - AS/NZS 3780 Storage and Handling of Corrosive Substances
    - Australian Dangerous Goods Code, 7th Edition (ADG Code)
    - Definitions in the '7. Definitions' section of this policy
4. This policy is intended to complement, and does not replace or supersede any existing laws, regulations, codes of practice, or other applicable requirements. Compliance with this policy does not absolve owners and occupiers and members of the Yamaroshi Community from complying with any other relevant laws or codes of practice, or similar requirements that may apply to the storage and usage of, chemicals, substances and any other goods and materials.

4. Policy Ownership, Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual Special General Meeting held in accordance with Unit Titles (Management) Act 2011.

5. Framework and Review Cycle

The framework for the 'Yamaroshi: Hazardous and Dangerous materials in Basement and Common Property Policy' includes this policy, UP 4800 "Yamaroshi" Rules, *Work Health and Safety Regulation 2011 (the Regulation), Dangerous Substances Act 2004 (the Act),* AS 4332—2004: The storage and handling of gases in Cylinder, NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods, AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids, AS/NZS 3780 Storage and Handling of Corrosive Substances, Australian Dangerous Goods Code, 7th Edition (ADG Code) and the *Unit Titles (Management) Act 2011*

The Act and the Regulations operate together with Part 7.1 of the *Work Health and Safety Regulation 2011* which regulates these substances as 'hazardous chemicals' on the basis of the risks to health and safety arising from their physical properties or health effects. Other types of hazardous chemicals include gases under pressure, flammable liquids, toxic chemicals and corrosive chemicals.

All members of the Yamaroshi Community, whether workers or residents, are expected to behave in a manner consistent with Work Health and Safety laws in their use of common areas, including the storage of materials that may affect common areas or people in them. This approach contributes to compliance for the workplaces operating in Yamaroshi, and is can be used to provide guidance even where it would apply on its terms to residents.

For more information about the requirements contained in Part 7.1 of the Work Health and Safety Regulation 2011, refer to the WorkSafe ACT Hazardous chemicals page.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi

6. Implementation Time

To ensure a smooth transition to the 'Yamaroshi: Hazardous and dangerous materials in Basement and Common Property Policy', this section outlines the implementation timeline for existing and new/proposed owners and occupiers, service providers, other contractors and others this policy applies to.

a) All existing owners and occupiers, service providers, other contractors will be fully compliant with this policy within 48 hours of its effective approval, unless an extension is granted by the Executive Committee;

b) All new owners and occupiers, service providers, other contractors will be fully compliant with this Policy effectively immediately from its' start date.

7. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include waste rooms, lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Basement or Basement Area refers to all levels below the ground floor of a building or complex, such as lot parking spaces, lot storage units, other storage units and any other area below ground floor.

Hazardous Chemicals

Chemicals are regulated as 'hazardous chemicals' under Part 7.1 of the Work Health and Safety Regulation 2011 (the Regulation) if they present a significant risk to health and safety due to their physical properties or health effects.

The most common types of hazardous chemicals found in the ACT are gases stored under pressure, flammable liquids, toxic chemicals and corrosive chemicals

These requirements also do not apply to fuel, oil and coolant products contained within any part of a system which provides or generates power for operation of a motor vehicle, an item of mobile plant or an appliance approved by the Owner's Corporation (e.g., backup generator, fire extinguisher, etc.).

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-chemicals

Hazardous Substances

Hazardous substances are dangerous. How dangerous depends on the type of substance, what it is made of, the way it enters the body, and the amount of substance that enters the body.

A hazardous substance can be any substance, whether solid, liquid or gas, that may cause harm to you or others.

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-substances

Liquid Petroleum Gas (LPG)

Liquid Petroleum Gas (LPG) is a common fuel source for commonly used for heating and cooking and sometimes in caravans and 4WDs to provide cooling for refrigeration devices.

LPG is a Class 2.1 flammable gas and classified as a Hazardous Chemical and a Dangerous Material.

Subject to AS 4332—2004 The storage and handling of gases in cylinders and NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/liquid-petroleum-gas-lpg-safety

Dangerous Substances

This term refers to goods regulated in the ACT as 'dangerous substances' under the Dangerous Substances Act 2004 (the Act). They include substances that have an explosive effect (explosives) or are a key component in the manufacture of explosive products (security sensitive substances).

Dangerous Goods

Dangerous goods are those that may pose an immediate hazard and risk to people, property and/or the environment.

In general terms a dangerous good for the purpose of this policy if it is listed in the *Australian Dangerous Goods (ADG) Code (Australian Dangerous Goods Code, 2018, Edition 7.7)* within any of the following classes or divisions,

These are:

- Class 1 (explosives)
  examples: fireworks, ammunition, detonators, flares, etc.
- Class 2 (gases)
  examples: oxygen tanks, LPG, butane, propane, lighters, aerosols, etc.
- Class 3 (flammable liquids)
  examples: petrol, diesel fuel, kerosene, ethanol, methanol, acetone, adhesives, paints, gasoline, perfume, some pesticides with flammable solvents, etc.
- Class 4 (flammable solids; substances liable to spontaneous combustion, substances which, on contact with water emit flammable gases)
  examples: matches, magnesium, aluminium powder, sulphur, etc.
- Class 5 (oxidizing substances and organic peroxides)
  examples: Hydrogen peroxide, potassium permanganate, sodium chlorate, ammonium nitrate (common fertilizer), etc.
- Division 6.1 (toxic substances)
  examples: Pesticides, herbicides, cyanide, arsenic, mercury, etc.
- Class 8 (corrosive substances)
  examples: Sulfuric acid, hydrochloric acid, caustic soda, battery acid
- Class 9 (miscellaneous dangerous substances and articles)
  examples: Lithium batteries, asbestos, airbag inflators, dry ice, etc.
  - substances which, on the inhalation as fine dust, may endanger health
  - substances evolving flammable vapour
  - lithium-ion batteries and battery-powered equipment
  - asbestos products
  - substances and articles which, in the event of a fire, may form dioxins
  - some agriculture products such as ammonium nitrate-based fertilizers
  - environmentally hazardous substances not covered by other classes

This list is not intended to be exhaustive. A good may be dangerous because of the risk that it poses, even if that good is not part of the list identified above.

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8. Prohibited Items and Activities

This section lists all prohibited items that will not be stored and or will not be used in the Basement, Basement lots and on common property in UP4800 Yamaroshi.

Unless an exception is granted by the Executive Committee

8.1 Items: It is prohibited to store the following in the Basement, Basement lot or on common property

a) Petrol and diesel fuels;

with the exception of petrol and diesel fuel that is

i. stored in a locked jerry can or similar storage container that is secured to the vehicle with a lockable cap

and also, must

ii. be intended to service the vehicle, but not stored on the vehicle with the intention of long-term unused storage

b) Other flammable liquids, such as kerosene, alcohol and lighter fluid;

c) Corrosive substances, such as acids, caustic soda, and bleach;

d) Explosive material, such as fireworks, ammunition and black powder;

e) LPG tanks in accordance to AS 4332—2004;

f) Toxic and Dangerous chemicals, such as pesticides, herbicides, cleaning solvents and methamphetamines;

g) Radioactive materials, such as medical waste;

h) Asbestos-containing material;

8.2 Activities: It is prohibited to use electrical outlets in the Basement or on common property to charge/re-charge Lithium-ion batteries and battery-powered equipment, with the exception of charging a vehicle using the common property EV Charging station.

9. Exemptions

Use or storage of items and activities listed as "Prohibited Items and Activities" in section 8 are strictly prohibited unless an exception is granted by the Executive Committee.

It is the responsibility of all members to comply and to seek approval from the Executive Committee prior to engaging in any prohibited activity or bringing any prohibited item onto the premises.

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Safety will be the primary consideration in any decision by the Executive Committee to approve, or not to approve, the use or storage of hazardous and dangerous materials on common property, or where it might impact common property.

10. Responsibilities and Obligations

By adhering to the reasonable direction of these responsibilities, Owners, Occupiers and service providers will help to ensure the health and safety of all persons, while also minimising the risk of damage to the Common Property, private property and impacts to the value and reputation of UP4800 Yamaroshi.

10.1 Owners and Occupiers

For all Hazardous Substances, Hazardous Chemicals, Dangerous Substances, Dangerous Goods, Owners and Occupiers will:

a) **not store or leave any items in Basement or on Common Property** such as walkways, lobbies, fire stairs and waste rooms

b) **not charge any items in the Basement or common property with out approval** from the Executive Committee, such as Lithium-ion batteries and battery-powered equipment.

c) **not store prohibited items or engage in prohibited activities** in their Basement lot entitlement and on Common Property

d) **comply with relevant laws and regulations** and meet applicable codes and safety requirements for all items stored in their Basement lot, including but not limited to

- AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
- AS/NZS 3780 Storage and Handling of Corrosive Substances
- AS 4332—2004 The storage and handling of gases in cylinders
- NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
- Dangerous Substances Act 2004 (the Act)
- Dangerous Substances (General) Regulation 2004
- Dangerous Goods (Road Transport) Act 2009

e) **disclose to the Owner Corporation if they intend to store Hazardous Chemicals, Hazardous Substances, Dangerous Substances or Dangerous Goods prior to storing** by notifying the Strata Manager, such as disclosing Class 1 to 9 and Division 6.1 items;

f) **not store quantities or combinations that pose greater than a low risk** to health and safety of people, may result in damage to common property, private property or impact the value and reputation of UP4800 Yamaroshi;

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g) **pay for any once off and ongoing additional costs related to storing such items** in their Basement lot, such as adjustment to fire control systems, protective equipment, spill kits and increases to insurance premiums;

h) **follow the warnings, instructions and expiration dates provided by the manufacturer** such as storage requirements (e.g., maximum temperature, keep away from other chemicals, etc.), disposal instructions, etc.

i) **ensure items that are stored securely** within their lot entitlement and with adequate security controls so as to

   i. not pose a risk to the safety, health and security of others;

   ii. limit the risk to damage to common property and other lots to rare/low;

j) **not impede fire management systems** protecting the Basement, such as solid covers on top of storage cages

k) **not store any such items in any additional storage systems in their lot that does not have an open or grated top** to enable fire systems to perform their function should an event occur

l) **ensure any such items are accurately labelled with appropriate warnings and storage instructions**

m) **regularly inspect stored items** to ensure that they are in good condition and not leaking or causing damage;

n) **notify the Owners Corporation of any issues or events immediately,** such as spills or leaks of hazardous or dangerous materials in the Basement;

o) **hold relevant licenses, obtain necessary approvals and permits, where approvals and permits are required the approval from the Executive Committee is also required prior to storing** in Basement lot

p) **maintain relevant licenses, approvals and permits**

q) **store items within the unit's allotment in the Basement so they do not block access ways, emergency exits or cause nuisance to other owners and tenants**;

r) **have any necessary spill kits, support materials and any other controls that are appropriate for the volume and type of substances stored**

s) **ensure that all waste or materials are disposed of compliantly**, such as items that require special disposal are disposed of properly, in accordance with relevant laws and regulations;

t) **comply with any requests to remove items or address issues where in breach of this policy immediately** by the Building Manager, Strata Manager or Executive Committee;

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u) **undertake preventive, detective and corrective actions. Where the owner or occupier is unable to comply in a reasonable time or immediate action is required** the Owners Corporation will take appropriate and timely action to protect lives, common property and other obligations responsibilities in accordance to *Unit Titles (Management) Act 2011;*

v) **be accountable for any loss, damage and actions required from breaches of this policy, the owner will be invoiced for costs incurred by the Owners Corporation.**

11. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all owners, occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The Strata Manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the Strata Manager.

   The Strata Manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the Strata Manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the Strata Manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the Strata Manager.

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THE OWNERS - UNITS PLAN No. 4800 Common Seal

Move in Move Out Policy

1. Introduction

The following policy outlines the standards and guidelines for move ins and move outs, (MIMO) of Yamaroshi, UP 4800.

This policy has been developed because MIMOs require access to common property.

The Owners Corporation recognises MIMO within Yamaroshi can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of 4800 has developed the following policy to govern MI/MO activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the safe and secure use of common property during a MIMO as well as maintaining the reputation of the Owners Corporation.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as breakages, theft; and
- To establish a framework for managing MIMOs that is fair and transparent for all owners and occupiers.

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3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Move In – Move Out Rules and Procedure Form refers to the form provided by the building manager or strata manager that must be completed by the owner or occupier moving in or out of Yamaroshi.

Removalist/s refers to the person/s or company providing the removal service of personal property in or out of the building.

5. Scope

This policy applies to all owners and occupiers who MIMO of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi MIMOs includes this policy, the 'Move In Move Out Rules and Procedure Form, UP 4800 "Yamaroshi" Rules, Yamaroshi: Building Security and Access Control Policy and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers moving in and out of Yamaroshi

Owners and occupiers are obligated to:

- Complete and abide by the Move In – Move Out Rules and Procedures Form and abide by the UP 4800 Rules;
- Acknowledge that failure to abide with the Yamaroshi Move In – Move Out Rules and Procedures will result in infringement notice to the owner and occupier;
- Acknowledge the liability for any loss resulting from a security breach during the MI/MO due to the failure to secure the building at all times during or following the move. The building front doors must not be left unsecured at any time and recovery for loss or damage will be made pursuant to paragraph 31(1)(a and b) of the *Unit Titles (Management) Act 2011*;
- Take responsibility of the removalist/s at all times while they are on Yamaroshi Common Property, including not causing nuisance to the Yamaroshi Community during the MIMO; and
- Meet the full cost of damage caused by removalist/s.

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Move In - Move Out Procedures
-FORM-

- The owner or occupier agrees to abide by the UP4800 Yamaroshi Move In – Move Out (MIMO) Procedures;
- No moves between 7-10am and 4-6pm, unless Building Manager approval is provided;
- The owner or occupier agrees to take responsibility of the removalist/s at all times while they are on Yamaroshi property;
- The owner or occupier is liable for the full cost of loss or damage caused by removalist/s or security breach as a result of the move, pursuant to paragraph *31(1)(a); and (b) of the Unit Titles (Management) Act 2011*;
- The owner or occupier agrees that removalist trucks will not block the driveway under any circumstances;
- The owner or occupier agrees removalist/s will bring all items through the front doors only. Both front doors may be opened for the MIMO and must be secured between loads, and secured by the owner or occupier following the move;
- The owner or occupier agrees they are liable for any loss resulting from security breaches from failure to secure the front doors during or following their MIMO;
- The owner or occupier agrees they or the removalist/s will not cause nuisance to other residents for the duration of the move, including:
    - The lobby will not be blocked,
    - The side door will not be used for moving purposes,
    - Fire exits will not be blocked,
    - The driveway will not be blocked,
    - The lift will only be locked for the period of time taken to pack and unpack the lift,
    - The removalist, the owner or occupier will ensure the building is secure between MIMO loads; and
    - Removalist/s will:
        - Not prevent residents from using the lift,
        - Pack items to the right side of the lift in the lobby,
        - Lock and pack the lift, and
        - Relocate the lift to the residential floor and lock to unpack lift allowing residential use between loads;
- The owner or occupier will take responsibility for the lift key and will inform removalist the lift key must be used. **Lift doors must not be held open under any circumstances.** The owner or occupier will be responsible for lift faults caused as a result of the move. CCTV is used in the building;
- The owner or occupier will return the lift key to the Building Manager or place it in the **Lift Key Return Box** located on level 1 on the day of, or day following the move, Failure to return the Lift Key will result in a charge for replacement by the tenant or the lot owner pursuant to paragraph *31(1)(a); and (b) of the Unit Titles (Management) Act 2011*;
- **Replacement lift key can cost up to $300,**

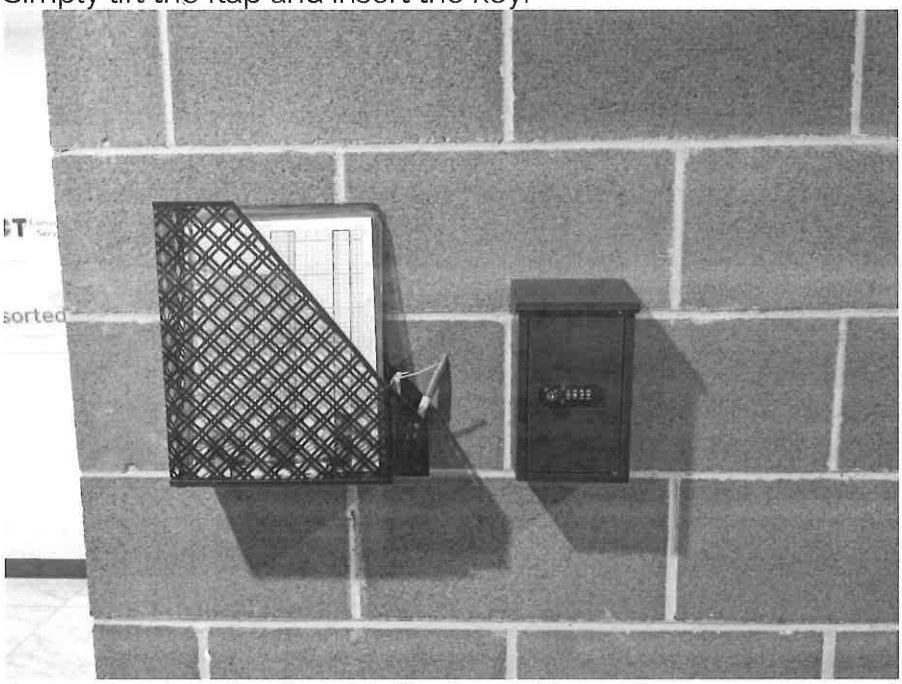
Building Manager: SIEMONNE 0447 213 043

- The owner or occupier acknowledges the Building Manager will assess Yamaroshi common area for damage before and following the move; and
- The owner or occupier agrees to ensure the removalist abides by these UP4800 Yamaroshi Move In – Move Out Procedures.

Instructions for Person Using the Lift Key

Returning the Key

After using the lift access key, return it to the drop box on Level 1.
The key return box is located on the wall next to the women's bathrooms
Simply lift the flap and insert the key.



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Accessing Level 1 Outside Business Hours (between 0700 – Midnight any day)

If returning the key outside business hours Use the fire stairs to access Level 1.
Your waste room code grants ground floor access.
Proceed up the stairs to Level 1, using the access code [113872] on the key pad in the stairwell on Level 1.
Find the key box in the wall next to the women's bathroom.

Replacement Cost

Be aware there is a charge of approximately $300 for a replacement key if the original is not returned.

Ensure to respect the common property, maintain cleanliness, and secure all accessed doors. Your cooperation is appreciated to maintain a smooth operation for move-ins and move-outs.

Building Manager: SIEMONNE 0447 213 043

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FORM to be kept by Building Manager

Owner / Occupier full name:.....

Apartment Number:.....

Removalist Company Name:.....

Removalist Company Onsite Contact Name:.....

Removalist Company Contact Number:.....

Move date / time:.....

Lift key number:.....

Lift key collected date / time:.....

Building Manager name / signature:.....

Owner / Occupier signature:.....

Damage assessment report:

.....

.....

.....

Lift Key returned date:.....

Building Manager signature / date:.....

Owner / Occupier signature /date :.....

Building Manager: SIEMONNE 0447 213 043

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Yamaroshi Building Security and Access Control Policy

THE OWNERS - UNITS PLAN NO. 4800 Common Seal

1. Introduction

The following policy outlines the standards and guidelines for building security and access device control of Yamaroshi, UP 4800.

This policy has been developed because Keys and Access Devices provide access to Common Property as well as individual units.

The Owners Corporation acknowledges building security and the care for Keys and Access Devices is a shared priority. Owners and occupiers are expected to abide by this policy ensuring the Yamaroshi Community experience safety and security within the building.

The Owners Corporation of Yamaroshi UP 4800 has developed this policy to govern building security and access control measures ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to secure Keys and Access Devices in accordance with these guidelines will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the building safety and security as well as responsibilities of owners and occupiers as well as maintaining the reputation of the Owners Corporation.

Security breaches may result in theft or damage to property and may require measures such as locks being changed to avoid the risk of further loss. The Owners Corporation will pass on any costs to the owner of the relevant unit where those costs are attributable to an owner or occupier. Breaches of this policy will be taken as actions attributable to the owner.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as theft or damage, and;
- To establish a framework for managing building security and Access Devices that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Keys refer to the restricted individual unit key that also accesses Common Property.

Access Devices refers to garage fobs, proximity cards and other electronic devices that provides access to the building.

Waste Room Codes refers to the unique code provides to every owner and occupier. Waste room unique codes are changed if a owner or occupier joins Yamaroshi.

5. Scope

This policy applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi building security and the use and storage of keys and access devices to Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers for Yamaroshi Keys and Access Devices

Owners and occupiers are required to:

- Keep Keys and Access Devices in a secure location. Keys and Access Devices **must not be left in letterboxes or the basement** under any circumstances;
- Not allow any person to tailgate into the building;
- Deny access to the building if an unknown person contacts you through the security system;
- Ensure all doors (including garage and waste rooms) are secured following entry or exit;
- Short term rental Keys and Access Devices **can only be left in an Executive Committee approved key safe,** which is bolted to the common area wall inside the lot letterbox. Refer to the UP 4800 "Yamaroshi" policy for Short Term Rentals
- Not share individual Waste Room codes with others; and
- Provide notice immediately to the Strata Manager upon realising that a Key or Access Device has been lost or stolen. The owner or occupier will provide all reasonable assistance to the resolution of any resulting security risks.

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The Owners' Corporation uses CCTV to identify security breaches and may use footage to identify the parties responsible for any breach.

Obtaining additional keys or fobs

Keys and or Access Devices for Yamaroshi lots can only be issued with the permission of the Owners Corporation, administered by the strata manager.

The strata manager may require reasons as to why additional Keys or Access Devices are required, and may refer requests to the Executive Committee.

Waste Room Unique Codes

Each owner or occupier will be provided a unique code for access to the residential or commercial waste rooms. This code will also provide access to the ground floor fire stair door and first floor commercial bathrooms as appropriate. Unique codes must not be shared or passed to new owners or occupiers. Owners or property managers may apply to the Executive Committee for additional unique codes to that of the occupier. All new owners or occupiers must request their unique code from the Executive Committee or through the Strata Manager.

Lost or stolen Keys or Access Devices

If a Key or Access Device is lost or stolen, the owner or occupant responsible for that key or Access Device must notify the strata manager **immediately.**

Failure to notify the strata manager will result in a breach of the UP 4800 "Yamaroshi" Rules. Penalties apply

The strata manager will notify the Executive Committee of the Owners Corporation. The owner or occupier must provide as much information as possible relevant to the loss or theft and the risk arising from the loss of the Key or Access Device such as:

- When the person identified that the Key or Access Device had been lost or stolen;
- When the Key or Access Device was last used or known to have been in the person's possession; and
- Where the Key or Access Device may have been lost or stolen

Following notification that a Key or Access Device has been lost, the Executive Committee may, in its discretion, arrange for new locks or door mechanisms. Where the Executive Committee determines that it is necessary to replace or reprogram Keys, locks, Access Devices or door mechanisms, the Executive Committee:

- Will notify owners and occupiers as soon as possible.
- Will provide information to owners and occupiers about the steps being taken, and any steps required of the owners or occupiers.

- May invite owners or occupiers to agree to the Owners' Corporation to arrange replacement locks, issue Keys or enter into other arrangements with respect to units under section 29 of the *Unit Titles (Management) Act 2011* (ACT).
- Will raise a debt to recover the costs of the replacement or reprogramming, against:
    - The owner or occupant of the unit who lost the Key or Access Device or from whom it was stolen, or who was responsible for any breach of this policy; and/or
    - A person who agreed to the Owners' Corporation arranging works to be undertaken on their unit, pursuant to section 30 of the *Unit Titles (Management) Act 2011*.

ACT Government

Access Canberra.

Chief Minist

SR$3015490 22/07/2020 13:25:13 Skip D

3015490

BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Robert Craven	182-200 City Walk CANBERRA CITY ACT 2601	02 6249 7700

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	**District/Division**	**Section**	**Block**	
2443 : 90	Braddon	28	21	4800

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

Amend Rule 4, ~~add new Rules 12 & 13~~ Amend Rule 11, Add new Rule 12

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
X Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS - UNITS PLAN No. 4800 Common Seal

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

Signature	Signature JFarrelly
Full Name (Block Letters) **Robert Craven**	Full Name (Block Letters) **Judith Farrelly**
Address **182-200 City Walk CANBERRA CITY ACT 2601**	Address **182-200 City Walk CANBERRA CITY ACT 2601**
Office Held **Senior Strata Manager**	Office Held **Finance Manager**

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	VI		
Registered by	LMT	Registration Date	29/07/2020

Approved form AF2017-85 approved by Fred Arugay, Deputy Registrar-General on 12/04/2017 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-95
Unauthorised version prepared by ACT Parliamentary Counsel's Office

MINUTES OF THE FIRST GENERAL MEETING

THE OWNERS OF UNITS PLAN 4800 – 'YAMAROSHI'

32 Mort St BRADDON ACT

HELD: Thursday 4th June 2020

TIME: 5:30pm

PLACE: Via Zoom Online Video Meeting

Present:

Nik Bulum (328 BT Pty Ltd)	Lots 3, 10, 11, 15, 20, 21, 25, 32, 33, 37, 38, 45, 46, 50, 55, 57, 58, 59, 64, 67, 68
James English	Lot 13 (U213)
Sally Choi	Lot 27 (U405)
Sheren Al-Obaidi	Lot 35 (U413)
Sandra Warnock	Lot 36 (U501)
Moni Theam (U507)	Proxy, Lot 42
Kathryn Sandison	Proxy, Lot 48 (U513)
Richard Rowe	Lot 49 (U601)
Heath Penwill	Lot 52 (U604)
Christian Galvez	Lot 53 (U605)
Troy Fletcher	Lot 54 (U606)
Rhiannon Steve	Lot 56 (U608)

Tim Maly & Rob Craven – LJ Hooker Strata ACT

Proxies:

Barry Sandison IFO Kathryn Sandison	Lot 48
Bun Srun Theam & Suosdey Theam IFO Moni Theam	Lot 42

Absentee votes:

Aaron Bull	Lot 29

THE OWNERS - UNITS PLAN No. 4800
Common Seal

A standard quorum was not present at 6.00pm, and the meeting proceeded with a reduced quorum in accordance with Schedule 3, Part 3.1, Section 3.9 (2) of the Unit Titles (Management) Act 2011.

Chairman, proxies, absentees and apologies

Sandra Warnock chaired the meeting.

The Chair noted 3 proxy/absentee votes had been received and were accepted.

1. **Minutes of Previous Annual General Meeting**
Motion 1: That the minutes of the Inaugural General Meeting held 7th January 2020 be confirmed.

CARRIED

No matters were arising from the minutes of the Inaugural Meeting.

The Manger advised the Inaugural General Meeting was held on the day the Units Plan registered, and its purpose is to establish a number of the functions of the Owners Corporation – for example; striking the initial levies and setting the budget for the first year, establishing a bank account, and placing an insurance policy.

2. **Financial report**
Motion 2: That the financial statements be accepted as presented for the period to the 7th May 2020.

CARRIED

The meeting discussed the financial reports, and the manager noted that the majority of expenses to date were typical costs involved in either establishing the Owners Corporation, or ongoing maintenance of the building such as cleaning. It was noted that the maintenance budget had been exceeded largely due to the cost of applying a sealant to the black pavers on the residential levels to help improve their resistance to staining. It was further noted that this work was not required as the result of any defect, but rather a choice by management to improve appearance and ease of cleaning of the floor.

3. **Insurance**
Owners were informed that the existing insurance cover is held through CHU Underwriting Agencies as follows:

Policy No	**HU0000023535**
Renewal Date	**7 January 2021**
BUILDING	$21,000,000
LOSS OF RENT	$3,150,000
PUBLIC LIABILITY	$20,000,000
OFFICE BEARERS	Not Selected
VOLUNTARY WORKERS	$200,000/$2,000
WORKERS COMPENSATION	Not Selected

THE OWNERS - UNITS PLAN No. 4800 Common Seal

Please refer to Certificate of Currency for excess amounts. The Certificate is available through the LJ Hooker Strata app.

The Managing Agent advises that the Building Insurance Policy held by the Owners Corporation only covers the building, and public liability claims that occur on the common property. The Policy does not cover private contents items such as carpet, curtains and light fittings. LJ Hooker Strata ACT strongly recommend that unit owners review their own insurance arrangements regularly.

The meeting discussed the current insurance cover, noting that Office Bearer's liability was not selected as a functional Executive Committee is not elected until the First AGM. It was noted that the Executive Committee would review the insurance requirements of the Owners Corporation and amend if necessary.

***Motion 3:** That the level of insurance be increased upon renewal to the figure as suggested by the insurer.*

CARRIED

4. **Executive Committee**
The Manager explained the role of the Executive Committee, and the office-bearers (Chairman, Secretary & Treasurer) noting that the office-bearers will be elected at the first Executive Committee meeting. 7 unit owners nominated for positions on the Executive Committee.

Motion 4: That the Owners Corporation appoint 7 owners to form the Executive Committee for the ensuing year

The following owners were elected to form the Executive Committee until the next AGM:

Nik Bulum	Lot 68	James English	Lot	Heath Penwill	Lot 52
Sandra Warnock	Lot 36	13		Christian Galvez	Lot 53
		Sheren Al-Obaidi	Lot 35		
Richard Rowe	Lot 49				

5. **General Business**

Mr Craven advised that the following motions 5-7 were proposed to ease the administrative process

Rules of the Owners Corporation

***Motion 5 (Special Resolution)**: That Rule 4 of the Default Rules be amended and read as follows:*

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; 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.

CARRIED

***Motion 6 (Special Resolution)**: That Rule 11(b) & (c) of the Default Rules be amended to read:*

(b) the strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

CARRIED

***Motion 7 (Special Resolution)**: That the Owners Corporation gives consent to any owner, to keep up to 2 small animals at the property provided, the animals do not create a nuisance or annoyance to any other resident, the animals are leashed or caged when on common property, and any damage caused by any animal is the responsibility of the unit owner of which the animal belongs, and that this consent becomes Rule 12 of the Owners Corporation.*

The proposed motion was discussed, and it was agreed that the word 'small' be removed.

Amended motion CARRIED BY SPECIAL RESOLUTION

***Motion 8** was withdrawn by the owner of Lot 54.*

The meeting discussed various improvements to the building, such as installing a gate to prevent public access to the laneway after-hours and converting the pond on level 2 to a garden for reduced maintenance requirements. The Executive Committee to investigate these matters further

As there was no further business to discuss the meeting then closed at 7.25pm.

UP4800 – 'Yamaroshi' Rules

1 Definitions-default rules

(1) In these rules:

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

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee; and

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

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

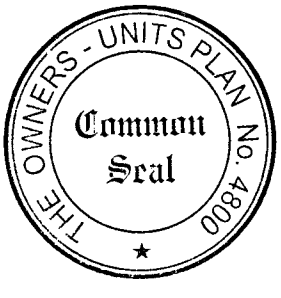
(2) Permission may be given subject to conditions stated in the resolution.

5 Use of common property

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

6 Hazardous use of unit

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



7 Use of unit-nuisance or annoyance

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

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

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

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

8 Noise

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.

(1) This rules 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.

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

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

9 Illegal use of unit

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

10 What may an executive committee representative do?

(1) An Executive Committee representative may do any of the following in relation to a unit of 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 subrule (1).

(3) An Executive Committee representative is not authorise 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

THE OWNERS - UNITS PLAN No. 4800 Common Seal

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

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

11 Seal of owners corporation

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 sch 2, s 2.10).

(b) the strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

12 Keeping of Animals

The Owners Corporation gives consent to any owner to keep up to 2 animals at the property provided the animals do not create a nuisance or annoyance to any other resident, the animals are leashed or caged when on common property, and any damage caused by any animal is the responsibility of the unit owner of which the animal belongs.

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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	30	Block	21	Section	28	Suburb	BRADDON

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) N/A	( )	( )

Certificate Number: Dated:

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

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Date: 18-MAR-26 08:53:24

Applicant's Name : Info Track
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 260395 - 188971715

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INFORMATION ABOUT THE PROPERTY

BRADDON Section 28/Block 21/Unit 30 **Building Class: A**

Area(m2): 1,536.9
Unimproved Value: $5,400,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202544596 **Lodged** 03-DEC-25 **Type** See Subclass

-- Application Details ----------

Description
PLANNING ACT 2023 - PROPOSAL FOR SIGNAGE - new 2 hamper style signs to the facade of unit 3C and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	28	21-21	59

-- Involved Parties ----------

Role	Name
Lessee	Bulum Superannuation Fund
Lessee	Tenzen Sherab
Applicant	Ae Design & Construction

-- Activities ----------

Activity Name	Status
Standard	Approval Conditional

Application DA202443273 **Lodged** 12-SEP-24 **Type** See Subclass

-- Application Details ----------

Description
PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Alterations and additions to Unit 57 including construction of additional floor space, internal fit-out and change of use from restaurant to officer and shop.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	28	21-21	57

-- Involved Parties ----------

Role	Name
Lessee	Mstv Investments Pty Ltd
Applicant	Resolution Town Planning
Representor	Up4800 Owners Corporation
Representor	Up4800 Owners Corporation
Representor	Up4800 Owners Corporation

-- Activities ----------

Activity Name	Status
Standard	Approval Conditional

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Application DA201936161 **Lodged** 23-SEP-19 **Type** See Subclass

-- Application Details ----------

Description
LEASE VARIATION - Realignment of the boundary between Block 3 Section 28 Braddon and Block 4 Section 28 Braddon.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	28	3-3	
Canberra Central	Braddon	28	4-4	
Canberra Central	Braddon	28	21-21	
Canberra Central	Braddon	28	22-22	

-- Involved Parties ----------

Role	Name
Lessee	Pebruck Nominees Pty Ltd
Lessee	328bt Pty Ltd
Applicant	Purdon Planning Pty Ltd

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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Application DA201426916 **Lodged** 26-MAR-15 **Type** See Subclass

-- Application Details ----------

Description

AMENDMENT TO APPROVED DA201426916 . Amendment to the development application for MIXED USE-DEMOLITION-COMMERCIAL-60 RESIDENTIAL UNITS. Proposed demolition of the existing building and structures; Construction of a new six storey mixed use development, comprising of commercial ground and first floor tenancies and five levels of sixty residential units above; Includes basement car parking and associated site works. - the amendment is to 1.1 PARKING LAYOUT REVISED BASED ON ACTUAL PIER LOCATION1.2 TRAFFIC CONTROL DEVICE INCLUDED ON B2/B3 RAMP.1.3 RECONFIGURED SERVICES.2.1 CHANGES TO COMMERCIAL TENANCY LAYOUT.2.2 REDUCTION IN COMMERCIAL GFA.3.1 AMALGAMATION OF 8 x 1 BED RESIDENTIAL UNITS INTO 4 x 3 BED RESIDENTIAL UNITS.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	28	3-3	
Canberra Central	Braddon	28	21-21	

-- Involved Parties ----------

Role	Name
Representor	Kalnins, R
Lessee	328 Bt Pty Ltd
Applicant	Nathan Gibson Judd Architect P
Representor	Kirby, Daniel

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA952906 **Lodged** 31-JUL-95 **Type** Sign

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	28	3-3	
Canberra Central	Braddon	28	21-21	

-- Involved Parties ----------

Role	Name
Applicant	Hertz Australia P/L

-- Activities ----------

Activity Name	Status
D+S Signs	Approved

Application DA944278 **Lodged** 18-AUG-94 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	28	3-3	
Canberra Central	Braddon	28	21-21	

-- Involved Parties ----------

Role	Name
Applicant	Scheele

-- Activities ----------

Activity Name	Status
D+S Non-Residential	Approved

Application DA936242 **Lodged** 22-OCT-93 **Type** Non-residential

-- Application Details ----------

Description
Lease V: We wish to apply for the purpose clause to be changed by way of the d

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	28	3-3	
Canberra Central	Braddon	28	21-21	

-- Involved Parties ----------

Role	Name
Applicant	Scheele

-- Activities ----------

Activity Name	Status
La Lease Var Subdivision	Approved

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da

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Sect	Blk	DA No.	Description	Overlay Policy	Status
28	1	202543895	PLANNING ACT 2023 - STAGE 2 NOTIFICATION OF DA202543895 - S179A PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION & CONSOLIDATION. Second stage public notification for significant development to vary the Crown leases of block 1 - by removing the limitations on restaurant and drink establishment, block 2 - by deleting the permitted club use and removing the limitations on restaurant and drink establishment; and then consolidating the two blocks into one, which is still under consideration - the further information includes response to address entity comments and representator concerns.	Approval Conditional	31-JUL-25
28	16	202443240	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT AND LEASE VARIATION - Internal extension to existing commercial development, lease variation to increase the permitted gross floor area to 1608m2.	Approval Conditional	14-NOV-24
28	14	202543946	PLANNING ACT 2023 - STAGE 2 NOTIFICATION OF DA202543946-S179D PROPOSAL FOR 8 STOREY MIXED-USED DEVELOPMENT AND LEASE VARIATION. Second stage of public notification for significant development for demolition of all existing structures, construction of an eight storey mixed-use development consisting of 9 commercial units and 59 residential units, with basement parking, landscaping, driveway works and associated works.	Active	
28	18	202544385	PLANNING ACT 2023 - PROPOSAL FOR 12 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH LEASE VARIATION - demolition of the existing building and surfaces and the construction of a 12 storey mixed-used development across blocks 17 and 18, comprising of 64 residential units, 11 commercial units, and hotel components with 3 levels of basement parking, driveway/verge crossing, landscaping and associated works.	Active	

28	18		LEASE VARIATION - to delete the current purpose clause and add a range of uses as listed on Page 4 of the APP form and Page 6/7 of the DEVOUTCOMEREP.	
28	2	202544392	PLANNING ACT 2023 - PROPOSAL FOR 14 STOREY MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT AND LEASE VARIATION - Demolition of existing surfaces and construction of a fourteen (14) storey mixed-use development comprising of ground and first floor commercial and retail, residential above for 129 units, service areas and infrastructure, indoor and outdoor communal spaces, three levels of basement parking, landscaping, off-site works including removal of existing verge crossing, on-street parking and street trees, new verge crossing and off-site landscaping and associated works. Variation to the Crown lease to remove the clause limiting residential to the first floor 3(a)(x), remove restrictions on hardstand car parking (i), shop (iv), gross floor area for financial, personal services or shop limitation requirements (v). Remove the GFA clause at 3(b). Add multi-unit housing and car park as permissible uses.	Active
28	17	202544385	PLANNING ACT 2023 - PROPOSAL FOR 12 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH LEASE VARIATION - demolition of the existing building and surfaces and the construction of a 12 storey mixed-used development across blocks 17 and 18, comprising of 64 residential units, 11 commercial units, and hotel components with 3 levels of basement parking, driveway/verge crossing, landscaping and associated works. LEASE VARIATION - to delete the current purpose clause and add a range of uses as listed on Page 4 of the APP form and Page 6/7 of the DEVOUTCOMEREP.	Active
28	1	202544392	PLANNING ACT 2023 - PROPOSAL FOR 14 STOREY MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT AND LEASE VARIATION - Demolition of existing surfaces and construction of a	Active

28	1		fourteen (14) storey mixed-use development comprising of ground and first floor commercial and retail, residential above for 129 units, service areas and infrastructure, indoor and outdoor communal spaces, three levels of basement parking, landscaping, off-site works including removal of existing verge crossing, on-street parking and street trees, new verge crossing and off-site landscaping and associated works. Variation to the Crown lease to remove the clause limiting residential to the first floor 3(a)(x), remove restrictions on hardstand car parking (i), shop (iv), gross floor area for financial, personal services or shop limitation requirements (v). Remove the GFA clause at 3(b). Add multi-unit housing and car park as permissible uses.		
28	2	202543895	PLANNING ACT 2023 - STAGE 2 NOTIFICATION OF DA202543895 - S179A PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION & CONSOLIDATION. Second stage public notification for significant development to vary the Crown leases of block 1 - by removing the limitations on restaurant and drink establishment, block 2 - by deleting the permitted club use and removing the limitations on restaurant and drink establishment; and then consolidating the two blocks into one, which is still under consideration - the further information includes response to address entity comments and representator concerns.	Approval Conditional	31-JUL-25

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at https://www.legislation.act.gov.au/ni/2023-540/

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

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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 ----

Bright&Duggan
Strata Management

ACT | customercare@bright-duggan.com.au | bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585 | P 02 6156 3305
ABN 96 144 703 435

Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

17 March 2026

Units Plan No. 4800
Registered for GST

ABN: 65 319 316 114

Tax Invoice

Infotrack
GPO Box 4029
SYDNEY NSW 2000

Ref

Re Lot 30 Units Plan No. 4800

Fee 342.00 Paid

Above Fee includes GST

Should you require an updated Certificate or information the cost is $154.00

We have included the below payment method for settlement payments only. Do not use to pay the certificate fee.

BSB 067-970
StrataPay Ref 154923368

Biller Code 74625
StrataPay Ref 154923368

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 4800

Unit No: 408 Lot No: 30

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

Entitlements

Unit Entitlement:	**185**
Total Building Entitlements:	**10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is:	**Bright & Duggan (ACT) Pty Ltd** **PO Box 281** **CROWS NEST NSW 1585**
Contact Phone Number:	**02 6156 3305**

Corporation's records can be inspected at

Address:	**Bright & Duggan (ACT) Pty Ltd** **PO Box 281** **CROWS NEST NSW 1585**
Contact Phone Number:	**02 6156 3305**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		
Committee	**Sandra-Lea Warnock**	501/32 Mort Street BRADDON ACT 2612
	Heath Gregory Penwill	604/32 Mort Street BRADDON ACT 2612
	Troy Arthur James Fletcher	606/32 Mort Street BRADDON ACT 2612
	Bobby Patel	104/32 Mort Street BRADDON ACT 2612
	Ssu Yao Hwang	7 Simpson Street WATSON ACT 2602
	William Bannear	505/32 Mort Street BRADDON ACT 2612
	Amit Pratap	89 Henry Williams Street BONNER ACT 2914

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4800 - Unit 408

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **$6,571.75**

Number of instalments payable **3**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/01/25 to 30/04/25	1,231.18	01/01/25	22/11/24	0.00	01/01/25
01/05/25 to 31/08/25	1,780.19	30/07/25	22/07/25	0.00	30/07/25
01/09/25 to 31/12/25	1,780.19	01/09/25	12/11/25	0.00	01/09/25
01/01/26****30/04/26	1,780.19	01/01/26	21/11/25	0.00	01/01/26

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

Paid to **30/04/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **$2,108.54**

Number of instalments payable **3**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/01/25 to 30/04/25	249.29	01/01/25	22/11/24	0.00	01/01/25
01/05/25 to 31/08/25	619.75	30/07/25	22/07/25	0.00	30/07/25
01/09/25 to 31/12/25	619.75	01/09/25	12/11/25	0.00	01/09/25
01/01/26****30/04/26	619.75	01/01/26	21/11/25	0.00	01/01/26

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

Paid to **30/04/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
Residential AF-Clean	01/01/25 to 30/04/25	152.78	01/01/25	22/11/24	0.00	01/01/25
Residential AF-Clean	01/05/25 to 31/08/25	290.99	30/07/25	22/07/25	0.00	30/07/25
Residential AF-Clean	01/09/25 to 31/12/25	290.99	01/09/25	12/11/25	0.00	01/09/25

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

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4800 - Unit 408

Other amounts owing

Rate of interest payable **10.00** per cent Interest Owing **Nil**

Purpose	Fund	Amount	Due Date	Amount Due

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

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

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
BUILDING CHU Underwriting Agencies	HU0000023535	41,674,500.00	30/06/26	23/01/25	77,525.00
PUBLIC LIABILITY CHU Underwriting Agencies	HU0000023535	30,000,000.00	30/06/26	23/01/25	Included
COMMON AREA CONTENTS CHU Underwriting Agencies	HU0000023535	416,745.00	30/06/26	23/01/25	Included
LOSS OF RENT CHU Underwriting Agencies	HU0000023535	6,251,175.00	30/06/26	23/01/25	Included
FIDELITY GUARANTEE CHU Underwriting Agencies	HU0000023535	250,000.00	30/06/26	23/01/25	Included
WORKERS COMPENSATION CGU Insurance	O/24-2676	As per Act	07/01/26	23/01/25	280.50
VOLUNTARY WORKERS CHU Underwriting Agencies	HU0000023535	200,000/2,000	30/06/26	23/01/25	Included
OFFICE BEARERS CHU Underwriting Agencies	HU0000023535	5,000,000.00	30/06/26	23/01/25	Included
GOVERNMENT AUDIT COS CHU Underwriting Agencies	HU0000023535	25,000.00	30/06/26	23/01/25	Included
WH&S APPEAL EXPENSES CHU Underwriting Agencies	HU0000023535	100,000.00	30/06/26	23/01/25	Included
LEGAL EXPENSES CHU Underwriting Agencies	HU0000023535	50,000.00	30/06/26	23/01/25	Included
LOT OWNERS IMPROVEME CHU Underwriting Agencies	HU0000023535	250,000.00	30/06/26	23/01/25	Included
FLOOD CHU Underwriting Agencies	HU0000023535	Insured	30/06/26	23/01/25	Included

Fund Balances

Balances as at: 17 March 2026

Administrative Fund	177,171.88
Sinking Fund	59,258.00
Commercial Admi Fund	26,591.24

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4800 - Unit 408

Developer Control Period

Developer Control Period Expiry Date: 07 April 2020

Borrowed Money

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

Sustainability Infrastructure

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

Crown Lease Extension Application

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

Ongoing Development Approval

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

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

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

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

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4800 - Unit 408

Embedded Network

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

(i) Which utility service the embedded network applies to

(ii) The name of the embedded network provider

That the execution of documents is delegated to the managing agent for the Owners Corporation. Bright & Duggan (ACT) is authorised by Owners Corporation to sign all document on behalf of the Owners Corporation.

Dated at Canberra the **17 March 2026**

THE OWNERS - UNITS PLAN 4800 Common Seal

UP4800 RULES

32 Mort Street Braddon 2612

Our Vision for Yamaroshi 4800

Our vision for our building, our home, our place of work is to create a space where health and wellbeing, safety, environmental responsibility, and a strong sense of community are our top priorities. We are committed to building a community that cares about each other and the environment; where everyone feels safe, supported, and valued.

We believe that by focusing on sustainability, we can create a better future for the planet and ourselves. We are dedicated to reducing our environmental footprint by using eco-friendly services and materials, promoting energy efficiency, and encouraging sustainable practices among our owners and occupiers.

At our building, we believe that living well means more than just physical health - it also means having a strong sense of community and connection. We are committed to fostering a supportive and inclusive environment where everyone can thrive, and where our residents and those that work here feel a sense of belonging and connection.

Our Yamaroshi philosophy is rooted in the belief that everything and everyone in our community is interconnected, and that our choices have an impact on our neighbours and the environment. We understand that by taking care of our neighbours, our surroundings, and ourselves we can create a more harmonious and fulfilling way of life for everyone in our building.

Above all, we want our owners and occupiers to love living and working here. We believe that by creating a beautiful, welcoming, and sustainable community, we can provide an exceptional lifestyle experience that meets and exceeds our expectations.

To be adopted at the AGM 2025

UP4800 YAMAROSHI

INTRODUCTION:

These rules have been established for the mutual benefit of all residents, including owners and tenants; in order to ensure the general well-being of all residents and to maximise convenience, comfort, and privacy, certain rules are necessary.

These rules aim to minimise annoyance and provide guidelines for residents and their guests.

They are an integral part of any leasing arrangement between a unit proprietor and a tenant.

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863. You will need to provide the Unit Plan number 4800, address and any other information requested.

UP4800 - Owners Corporation Managing Agents
Bright & Duggan ACT
PO Box 281
Crows Nest NSW 1585

Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

Complaints
A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 4800.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date, and nature of the offence.

UP 4800 RULES

Yamaroshi – 32 Mort Street, Braddon ACT

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 obtained in an ordinary resolution 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.

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.

General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

(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

Example—permission unreasonably withheld

external appearance of a unit or the units plan

(4) Window Presentation and Maintenance Rules

(a) Window Cleanliness & Maintenance

3.1 All windows must be kept clear, clean, and free from the accumulation of dirt, grime, or other visible debris.

3.2 The Owners Corporation may engage professional cleaning services for external windows at appropriate intervals. Commercial occupants/tenants are responsible for maintaining the cleanliness of any interior-facing surfaces that are visible from outside.

(b) Window Displays & Placement of Items

4.1 Commercial occupants/tenants must ensure that no unsightly or bulky items (e.g., cabinets, boxes, or storage containers) are placed directly against or in front of windows if such items are visible from outside.

4.2 If interior storage cannot be repositioned away from windows, suitable blinds, curtains, or approved window tinting/films shall be used to ensure such storage is not visible from outside.

4.3 All windows and blinds (including any related fixtures or fittings) must remain entirely within the boundaries of the commercial lot and mut not extend into or encroach upon the common property or another lot.

(c) Aesthetic of Window Treatments

5.1 Aesthetic and Fit-Out Approval

- Any blinds, curtains, or window films used must match or complement the aesthetics of the building.
- These items are considered part of the lot's fit-out and therefore require submission of relevant plans to, and written approval from, the Owners Corporation before installation or modification.

5.2 Consideration for Views from Common Property

- Window treatments (including blinds, curtains, or window films) must be installed in a manner that minimises any negative impact on the views from common property areas.
- No occupant shall install or attach anything to their windows that significantly obstructs, detracts from, or negatively impacts the visual outlook enjoyed from the common property.

5.3 Construction Periods Exceeding 90 Days

- For any premises (lot) undergoing construction, renovation, or fit-out for a period exceeding 90 days, tinted film (or another form of approved coverage) must be applied to the windows at the owner's expense.
- Such tint or coverage must be approved by the Owners Corporation in writing and installed in a manner that maintains the building's overall appearance while balancing the practical needs of construction.

5.4 Compliance Period for Existing Premises

- Existing commercial lots must comply with the requirements set out in this by-law within **90 days** from the date this by-law takes effect.
- Owners or tenants must submit any required approvals for window treatments to the Owners Corporation within this period.
- If modifications are required, the owner or tenant must complete the necessary work within the 90-day compliance period.
- Failure to comply within this timeframe may result in enforcement actions as outlined in Section 6.

(c) Compliance & Enforcement

6.1 The Owners Corporation (or its appointed representatives) shall have the authority to conduct periodic inspections to ensure compliance with this by-law.

6.2 If a breach is identified, the Owners Corporation may issue a written notice requiring the owner or occupier to remedy the breach within a specified timeframe.

6.3 Failure to comply with a notice may result in penalties, recovery of costs for remedial action undertaken by the Owners Corporation, or other enforcement measures as permitted by relevant legislation and the building's governing documents

(d) Dispute Resolution

7.1 In the event of a dispute regarding this by-law or its application, the parties should first attempt to resolve the matter by friendly discussion or mediation.

7.2 If the dispute cannot be resolved through mediation, the matter may be referred to the appropriate tribunal or court in accordance with applicable ACT law.

(e) Amendments

8.1 The Owners Corporation may amend this by-law from time to time by passing a resolution in accordance with the procedures set out in the relevant legislation and the building's governing documents.

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

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) An owner is required to submit a request to the Strata Manager in line with the Unit Titles (Management) Act 2011, sections 22 and 23, for use of the common property or any special privilege relating to common property.

* *The use of Common Property must be made using the application form, and available from the Strata Manager.*

(3) The outdoor common area on Level 2 is Common Property and is provided to benefit residential owners, occupiers, and tenants only. This area is not for short stay guests use to ensure safety and security of owners, occupiers, and tenants.

(4) The outdoor Common Property on Level 2 is subject to the Rules relating to noise and nuisance.

(5) Residential owners, occupiers, and tenants must comply with any conditions of use of outdoor Common Property that the Owners Corporation or the Executive Committee give reasonable notice of by displaying those conditions in the relevant areas.

(6) Residential owners, occupiers, tenants must use the outdoor Common Property in a safe manner and ensure that they comply with the ACT Health and Safety regulations apply to the use of these facilities.

(7) Residential owners, occupiers, and tenants agree that they use the outdoor Common Property at their own risk. The Owners Corporation does not accept any liability for injury or loss arising out of the use of this Common Property.

1.8 - Hazardous use of unit

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

1.9 - Use of unit—nuisance or annoyance

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

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

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

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

1.10 - Noise

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

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

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

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

1.11 - Illegal use of unit

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

1.12 - What may an executive committee representative do?

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
   (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
   (b) carry out any maintenance required under the Act or these rules;
   (c) do anything else the Owners Corporation is required to do under the Act or these rules.

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
   (a) the executive committee or the representative has given the owner, occupier, or user of the unit reasonable notice of their intention to do the thing; or
   (b) in an emergency, it is essential that it be done without notice.

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

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

1.13 - Seal of the Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—
   (a) the seal must be attached by decision of the executive committee; and

   Note Executive committee decisions must be made by majority vote, or

   by unanimous vote if there are only 2 members of the committee

   (see sch 2, s 2.10).

   (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.

   (d) the Managing Agent may affix seal in the following instances –
      i. reduced quorum meetings notices;
      ii. Rules registration documents;

iii. notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
iv. certifications under Section 119 of the Act by the Managing Agent of the Owners Corporation.

1.14 - Recovery of Costs

(1) If the Owners Corporation incurs costs relating to the actions of a unit owner the owner shall be liable to pay the Owners Corporation these costs (for example, insurance excess costs where the claim relates to a maintenance matter within an individual Unit).

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

(3) The costs payable in accordance with subclause (1) shall only be such costs which can be evidenced by written invoice as payable by the Owners Corporation.

1.15 - Commercial Funds

(1) The Owners Corporation will determine Commercial Fund contribution for the operation and upgrade of facilities used by the Commercial Units, 57 to 68, including but not limited to: -
   (a) Toilets
      - Sanitary bins
      - Toilet paper
   (b) Commercial waste management services
   (c) Commercial cleaning
   (d) Commercial lobby upgrades

(2) This contribution will be determined at the Annual General Meeting and will be levied upon Commercial Units 57 to 68 based upon Unit Entitlements (Commercial Contribution divided by total Unit Entitlements for Commercial Units and multiplied by the Unit Entitlements for each Unit).

(3) During the AGM a special resolution passed to itemise the following:

   (a) Split of Commercial and Residential Expenditure for Cleaning. This will be included in the annual budget and amount may vary depending on the engagement of the service contractors and its annual CPI increase.

Motion 8: That the Owners Corporation of UP4800, resolves to distinctly identify the Commercial and Residential expenditures for Cleaning.

Description	Residential Budget 2024	Commercial Budget 2024	Commercial Budget Toilet Clean Weekends 2024
	01/01/24-31/12/24	01/01/24-31/12/24	01/01/24-31/12/24
ADMINISTRATIVE FUND			
EXPENDITURE - ADMIN. FUND			
CLEANING - RESIDENTIAL	$ 30,030.00		
COMMERCIAL CLEANING		$ 26,025.00	
CLEANING - TOILETS/WASHROOM (Weekend)			$ 6,006.00
CLEANING MATERIALS		$ 8,800.00	
CLEANING SANITARY BINS		$ 2,900.00	
COMMERCIAL CLEANING - WINDOW		$ 6,150.00	
TOTAL ADMIN. EXPENDITURE	$ 30,030.00	$ 43,875.00	$ 6,006.00

Moved by: A. Cunich
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's Note: The owners of the commercial spaces have asked for paper towels and holders to be provided in all common area commercial toilets. It has also been observed that the hand dryers emit a loud noise that affects the nearby commercial spaces on the first level.
Action Item: Strata manager is to explore alternative options from Maritex.

(b) Additional Commercial Levy Contribution for Weekend Clean The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site
    (a) attendance by cleaners and the building manager, especially at the beginning of each week.
    (b) It's important to note that the responsibility for cleaning the common property toilets on weekends falls on the commercial occupants conducting business on weekends (this applies to Lot 63 at this stage). To address ongoing complaints from commercial tenants and ensure fair usage of the bathroom facilities among businesses, the Owners Corporation (OC) will attribute costs associated with weekend usage based on access codes for the doors. This will help the OC determine which commercial tenancies are using the bathroom facilities over the weekend.

16. Additional Commercial Levy Contribution for Weekend Clean

Motion 9: That the Owners Corporation for Units Plan 4800 resolves to determine the expenditure of $6006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends.

This expense will be budgeted and maintained annually until there is a change in tenancy or trading hours.

Moved by: R. Rowe
Seconded by: A. Cunich & A. Pratap

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Manager's Note: The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site attendance by cleaners and the building manager, especially at the beginning of each week.

1.17 – Electric Vehicle Charging Station, Charging E – Bikes & E - Scooters

(1) Contact the Strata Manager for details on the use of the Electric Vehicle Charging Station.

Owners Corporation Managing Agents.
Bright & Duggan ACT
Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

(2) A resident is required to ensure that their e-bikes and e-scooters, along with their lithium batteries and chargers, comply with relevant Australian standards.
   (a) Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.
   (b) Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
   (c) E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
   (d) Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
   (e) Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

And the addendum as per the attached documents be registered: -

- Erection and Alteration Construction and Renovation Policy 2024 V1.0
- Hazardous and Dangerous Materials in the Basement & Common Property v1.1
- Move In and Move Out Policy 2024 v1.1
- UP4800 - Short Term Rental Policy 2024 V1.1 2025 AMENDMENTS FOR AGM
- UP4800 - Building Security and Access Control Policy. 2024 V1.1 2025 AMENDMENTS FOR AGM

THANK YOU FOR YOUR COOPERATION IN ADHERING TO THESE RULES.

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Construction and Renovation Policy

1. Introduction

The following policy outlines the standards and guidelines for construction and renovation within UP 4800, Yamaroshi and defines the Conditions of the current rule ***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 obtained in an ordinary resolution 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).

This policy has been developed in the interest of maintaining a harmonious and safe environment for all residents and businesses within UP4800 Yamaroshi.

The Conditions set out in this policy are designed to minimise disruption, ensure safety, and uphold the quality of life for the Yamaroshi Community throughout the duration of any construction or renovation projects. Adherence to this policy and Conditions is mandatory for all contractors, tradespeople, and property owners involved in construction or renovation activities within the UP4800 Yamaroshi.

The Owners Corporation of UP4800 acknowledges construction and renovations are necessary from time to time. This policy governs the parameters around construction and renovations undertaken within the UP4800 Yamaroshi. Owners and occupiers undertaking construction or renovation works are expected to abide by this policy and its Conditions ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property.

This policy is incorporated into the UP 4800 “Yamaroshi” Rules. An owner or occupier, failing to undertake construction and renovations in accordance with these Conditions will be subject to infringement as per the UP 4800 “Yamaroshi” Rules.

The terms ‘UP4800 – Yamaroshi’, UP 4800 “Yamaroshi”, ‘Yamaroshi’ refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the construction and renovation Conditions within Yamaroshi as well as responsibilities of owners and occupiers during construction or renovation works.

The primary objectives of this policy are:

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise complaints within the Yamaroshi Community and foster a collaborative environment where Yamaroshi Community members are fully informed of construction and renovation works.
- To establish a framework for managing construction and renovation works that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Category, Condition(s) Name and Description refer to the items set out in the table at point 7. Obligations of Owners and Occupiers undertaking construction and renovations.

5. Scope

This policy and conditions applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and Conditions, and any statutory guidelines or procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi construction and renovations within Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers undertaking construction and renovations

These Conditions underscore our commitment to adhering to community and building standards, and our dedication to the health, safety, and well-being of all residents, workers, and visitors to UP4800 Yamaroshi.

Owners and occupiers are required to strictly adhere to the following Conditions:

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.
General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must

		be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these Conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

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Hazardous Materials in Basement and Common Property Policy

1. Purpose

The following policy outlines the standards and guidelines for the storage and usage of hazardous and dangerous materials in Basement and common property within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all owners and occupiers, visitors, other members of the Yamaroshi Community and the environment.

Owners and tenants of UP48000 Yamaroshi are highly likely to use and own hazardous chemicals, hazardous substances, dangerous substances, dangerous materials, dangerous goods and potentially polluting substances for day to day use for cleaning, maintenance, fuel purposes, employment or other activities.

These include

- Home maintenance and household products
  examples: aerosols (e.g., spray paint, deodorant), alcohols (e.g., ethanol, methanol), adhesives, paints, thinners, matches and lighters, bleach, batteries. fuels, oils, solvents, spirits, and other chemicals
- LPG storage tanks;
- Lithium-ion batteries and other battery-powered equipment or products;
- Some agricultural chemicals such as fertilisers, herbicides and insecticides;
- Other fuels and other accelerants and such as liquid butane, barbeques starters, high proof alcohol and oils;
- Cleaning Chemicals, solvents and similar products.

Incorrect storage, inadequate security, unsafe quantities and unsupervised charging of these materials can pose high risk to the safety, health and wellbeing and reasonable enjoyment of all owners and occupiers, as well as the value and reputation of the Owners Corporation.

Therefore, the Owners Corporation has developed the following policy to provide guidelines and reasonable direction for storage and usage of items within Basements and common property.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to ensure safety and minimise risk to owners and occupiers, visitors and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

The primary objectives of this policy are:

- To establish clear guidelines for owners and occupiers regarding acceptable and permissible storage or placement of items in the Basement and common property areas. By doing so, the policy seeks to help owners and occupiers fulfill their obligations in a manner that promotes safety for all while minimising risk to the Owners Corporation.

- To promote safety and provide reasonable direction to owners and occupiers, and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

- To mitigate risk and the associated negative impacts of storage and usage of hazardous and dangerous materials, substances and good in Basement and common property areas, such as health hazards to people, damage to common property, damage to personal property, increased ongoing costs to insurance premiums and environmental pollution.

- To establish a framework for managing the storage and usage of hazardous and dangerous materials in Basement and common property areas that is fair and transparent for all owners and occupiers, service providers and others in the Yamaroshi Community.

- To contribute to compliance with relevant laws and regulations related to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas, codes and safety requirements.

All owners and occupiers, businesses, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation are expected to fully comply with this policy at all times.

Breaches and violations of this policy may result in actions to recover the costs incurred by the Owners Corporation due to non-compliance, such as cleaning or repairs and may result in reporting to police, fire services and other authorities.

The Owners Corporation and service providers for UP4800 will monitor compliance with this policy.

3. Scope

1. This policy applies to all owners and occupiers, businesses, Short-Term Rental guests, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation as well as any other members of the Yamaroshi Community.
2. This policy applies to all substances, chemicals, materials and goods, the associated risks they may pose based on definitions, relevant laws, best practise, national codes of practice, Australian Standards, and published advice and guidance from Australian Federal and Territory government departments, relevant Acts,
3. Relevant laws, standards and sources of guidance include, but are not limited to
    - Work Safe ACT - worksafe.act.gov.au
    - *Work Health and Safety Regulation 2011 (the Regulation)*
    - *Dangerous Substances Act 2004 (the Act)*
    - Safe Work Australia - safeworkaustralia.gov.au
    - AS 4332—2004: The storage and handling of gases in Cylinder
    - NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
    - AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
    - AS/NZS 3780 Storage and Handling of Corrosive Substances
    - Australian Dangerous Goods Code, 7th Edition (ADG Code)
    - Definitions in the '7. Definitions' section of this policy
4. This policy is intended to complement, and does not replace or supersede any existing laws, regulations, codes of practice, or other applicable requirements. Compliance with this policy does not absolve owners and occupiers and members of the Yamaroshi Community from complying with any other relevant laws or codes of practice, or similar requirements that may apply to the storage and usage of, chemicals, substances and any other goods and materials.

4. Policy Ownership, Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual Special General Meeting held in accordance with Unit Titles (Management) Act 2011.

5. Framework and Review Cycle

The framework for the 'Yamaroshi: Hazardous and Dangerous materials in Basement and Common Property Policy' includes this policy, UP 4800 "Yamaroshi" Rules, *Work Health and Safety Regulation 2011 (the Regulation), Dangerous Substances Act 2004 (the Act),* AS 4332—2004: The storage and handling of gases in Cylinder, NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods, AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids, AS/NZS 3780 Storage and Handling of Corrosive Substances, Australian Dangerous Goods Code, 7th Edition (ADG Code) and the *Unit Titles (Management) Act 2011*

The Act and the Regulations operate together with Part 7.1 of the *Work Health and Safety Regulation 2011* which regulates these substances as 'hazardous chemicals' on the basis of the risks to health and safety arising from their physical properties or health effects. Other types of hazardous chemicals include gases under pressure, flammable liquids, toxic chemicals and corrosive chemicals.

All members of the Yamaroshi Community, whether workers or residents, are expected to behave in a manner consistent with Work Health and Safety laws in their use of common areas, including the storage of materials that may affect common areas or people in them. This approach contributes to compliance for the workplaces operating in Yamaroshi, and is can be used to provide guidance even where it would apply on its terms to residents.

For more information about the requirements contained in Part 7.1 of the Work Health and Safety Regulation 2011, refer to the WorkSafe ACT Hazardous chemicals page.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi

6. Implementation Time

To ensure a smooth transition to the 'Yamaroshi: Hazardous and dangerous materials in Basement and Common Property Policy', this section outlines the implementation timeline for existing and new/proposed owners and occupiers, service providers, other contractors and others this policy applies to.

a) All existing owners and occupiers, service providers, other contractors will be fully compliant with this policy within 48 hours of its effective approval, unless an extension is granted by the Executive Committee;

b) All new owners and occupiers, service providers, other contractors will be fully compliant with this Policy effectively immediately from its' start date.

7. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include waste rooms, lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Basement or Basement Area refers to all levels below the ground floor of a building or complex, such as lot parking spaces, lot storage units, other storage units and any other area below ground floor.

Hazardous Chemicals

Chemicals are regulated as 'hazardous chemicals' under Part 7.1 of the Work Health and Safety Regulation 2011 (the Regulation) if they present a significant risk to health and safety due to their physical properties or health effects.

The most common types of hazardous chemicals found in the ACT are gases stored under pressure, flammable liquids, toxic chemicals and corrosive chemicals

These requirements also do not apply to fuel, oil and coolant products contained within any part of a system which provides or generates power for operation of a motor vehicle, an item of mobile plant or an appliance approved by the Owner's Corporation (e.g., backup generator, fire extinguisher, etc.).

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-chemicals

Hazardous Substances

Hazardous substances are dangerous. How dangerous depends on the type of substance, what it is made of, the way it enters the body, and the amount of substance that enters the body.

A hazardous substance can be any substance, whether solid, liquid or gas, that may cause harm to you or others.

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-substances

Liquid Petroleum Gas (LPG)
Liquid Petroleum Gas (LPG) is a common fuel source for commonly used for heating and cooking and sometimes in caravans and 4WDs to provide cooling for refrigeration devices.

LPG is a Class 2.1 flammable gas and classified as a Hazardous Chemical and a Dangerous Material.

Subject to AS 4332—2004 The storage and handling of gases in cylinders and NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/liquid-petroleum-gas-lpg-safety

Dangerous Substances
This term refers to goods regulated in the ACT as 'dangerous substances' under the Dangerous Substances Act 2004 (the Act). They include substances that have an explosive effect (explosives) or are a key component in the manufacture of explosive products (security sensitive substances).

Dangerous Goods

Dangerous goods are those that may pose an immediate hazard and risk to people, property and/or the environment.

In general terms a dangerous good for the purpose of this policy if it is listed in the *Australian Dangerous Goods (ADG) Code (Australian Dangerous Goods Code, 2018, Edition 7.7)* within any of the following classes or divisions,

These are:

- Class 1 (explosives)
  examples: fireworks, ammunition, detonators, flares, etc.
- Class 2 (gases)
  examples: oxygen tanks, LPG, butane, propane, lighters, aerosols, etc.
- Class 3 (flammable liquids)
  examples: petrol, diesel fuel, kerosene, ethanol, methanol, acetone, adhesives, paints, gasoline, perfume, some pesticides with flammable solvents, etc.
- Class 4 (flammable solids; substances liable to spontaneous combustion, substances which, on contact with water emit flammable gases)
  examples: matches, magnesium, aluminium powder, sulphur, etc.
- Class 5 (oxidizing substances and organic peroxides)
  examples: Hydrogen peroxide, potassium permanganate, sodium chlorate, ammonium nitrate (common fertilizer), etc.
- Division 6.1 (toxic substances)
  examples: Pesticides, herbicides, cyanide, arsenic, mercury, etc.
- Class 8 (corrosive substances)
  examples: Sulfuric acid, hydrochloric acid, caustic soda, battery acid
- Class 9 (miscellaneous dangerous substances and articles)
  examples: Lithium batteries, asbestos, airbag inflators, dry ice, etc.
  - substances which, on the inhalation as fine dust, may endanger health
  - substances evolving flammable vapour
  - lithium-ion batteries and battery-powered equipment
  - asbestos products
  - substances and articles which, in the event of a fire, may form dioxins
  - some agriculture products such as ammonium nitrate-based fertilizers
  - environmentally hazardous substances not covered by other classes

This list is not intended to be exhaustive. A good may be dangerous because of the risk that it poses, even if that good is not part of the list identified above.

8. Prohibited Items and Activities

This section lists all prohibited items that will not be stored and or will not be used in the Basement, Basement lots and on common property in UP4800 Yamaroshi.

Unless an exception is granted by the Executive Committee

8.1 Items: It is prohibited to store the following in the Basement, Basement lot or on common property

a) Petrol and diesel fuels;

with the exception of petrol and diesel fuel that is

i. stored in a locked jerry can or similar storage container that is secured to the vehicle with a lockable cap

and also, must

ii. be intended to service the vehicle, but not stored on the vehicle with the intention of long-term unused storage

b) Other flammable liquids, such as kerosene, alcohol and lighter fluid;

c) Corrosive substances, such as acids, caustic soda, and bleach;

d) Explosive material, such as fireworks, ammunition and black powder;

e) LPG tanks in accordance to AS 4332—2004;

f) Toxic and Dangerous chemicals, such as pesticides, herbicides, cleaning solvents and methamphetamines;

g) Radioactive materials, such as medical waste;

h) Asbestos-containing material;

8.2 Activities: It is prohibited to use electrical outlets in the Basement or on common property to charge/re-charge Lithium-ion batteries and battery-powered equipment, with the exception of charging a vehicle using the common property EV Charging station.

9. Exemptions

Use or storage of items and activities listed as "Prohibited Items and Activities" in section 8 are strictly prohibited unless an exception is granted by the Executive Committee.

It is the responsibility of all members to comply and to seek approval from the Executive Committee prior to engaging in any prohibited activity or bringing any prohibited item onto the premises.

Safety will be the primary consideration in any decision by the Executive Committee to approve, or not to approve, the use or storage of hazardous and dangerous materials on common property, or where it might impact common property.

10. Responsibilities and Obligations

By adhering to the reasonable direction of these responsibilities, Owners, Occupiers and service providers will help to ensure the health and safety of all persons, while also minimising the risk of damage to the Common Property, private property and impacts to the value and reputation of UP4800 Yamaroshi.

10.1 Owners and Occupiers

For all Hazardous Substances, Hazardous Chemicals, Dangerous Substances, Dangerous Goods, Owners and Occupiers will:

a) **not store or leave any items in Basement or on Common Property** such as walkways, lobbies, fire stairs and waste rooms

b) **not charge any items in the Basement or common property with out approval** from the Executive Committee, such as Lithium-ion batteries and battery-powered equipment.

c) **not store prohibited items or engage in prohibited activities** in their Basement lot entitlement and on Common Property

d) **comply with relevant laws and regulations** and meet applicable codes and safety requirements for all items stored in their Basement lot, including but not limited to

- AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
- AS/NZS 3780 Storage and Handling of Corrosive Substances
- AS 4332—2004 The storage and handling of gases in cylinders
- NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
- Dangerous Substances Act 2004 (the Act)
- Dangerous Substances (General) Regulation 2004
- Dangerous Goods (Road Transport) Act 2009

e) **disclose to the Owner Corporation if they intend to store Hazardous Chemicals, Hazardous Substances, Dangerous Substances or Dangerous Goods prior to storing** by notifying the Strata Manager, such as disclosing Class 1 to 9 and Division 6.1 items;

f) **not store quantities or combinations that pose greater than a low risk** to health and safety of people, may result in damage to common property, private property or impact the value and reputation of UP4800 Yamaroshi;

g) **pay for any once off and ongoing additional costs related to storing such items** in their Basement lot, such as adjustment to fire control systems, protective equipment, spill kits and increases to insurance premiums;

h) **follow the warnings, instructions and expiration dates provided by the manufacturer** such as storage requirements (e.g., maximum temperature, keep away from other chemicals, etc.), disposal instructions, etc.

i) **ensure items that are stored securely** within their lot entitlement and with adequate security controls so as to

   i. not pose a risk to the safety, health and security of others;

   ii. limit the risk to damage to common property and other lots to rare/low;

j) **not impede fire management systems** protecting the Basement, such as solid covers on top of storage cages

k) **not store any such items in any additional storage systems in their lot that does not have an open or grated top** to enable fire systems to perform their function should an event occur

l) **ensure any such items are accurately labelled with appropriate warnings and storage instructions**

m) **regularly inspect stored items** to ensure that they are in good condition and not leaking or causing damage;

n) **notify the Owners Corporation of any issues or events immediately,** such as spills or leaks of hazardous or dangerous materials in the Basement;

o) **hold relevant licenses, obtain necessary approvals and permits, where approvals and permits are required the approval from the Executive Committee is also required prior to storing** in Basement lot

p) **maintain relevant licenses, approvals and permits**

q) **store items within the unit's allotment in the Basement so they do not block access ways, emergency exits or cause nuisance to other owners and tenants**;

r) **have any necessary spill kits, support materials and any other controls that are appropriate for the volume and type of substances stored**

s) **ensure that all waste or materials are disposed of compliantly**, such as items that require special disposal are disposed of properly, in accordance with relevant laws and regulations;

t) **comply with any requests to remove items or address issues where in breach of this policy immediately** by the Building Manager, Strata Manager or Executive Committee;

u) **undertake preventive, detective and corrective actions. Where the owner or occupier is unable to comply in a reasonable time or immediate action is required** the Owners Corporation will take appropriate and timely action to protect lives, common property and other obligations responsibilities in accordance to *Unit Titles (Management) Act 2011;*

v) **be accountable for any loss, damage and actions required from breaches of this policy, the owner will be invoiced for costs incurred by the Owners Corporation.**

11. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all owners, occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The Strata Manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the Strata Manager.

   The Strata Manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the Strata Manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the Strata Manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the Strata Manager.

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Why is a Move In/Move Out (MIMO) Policy Important?

A move in/move out (MIMO) policy is an essential part of any residential or commercial building's operation. Without such a policy, there is a high risk of vehicles partially obstructing the driveway, which can cause inconvenience and even danger to residents, visitors, and emergency services. In addition, the absence of a MIMO policy can lead to vandalism by moving companies, damage to the building, and an increased frequency of lift breakdowns which increase maintenance costs for all owners.

A comprehensive MIMO policy not only contributes to the safety and wellbeing of residents but also ensures that any costs caused by move-in or move-out events are attributed back to the responsible party. This helps to prevent the building's residents from being unfairly burdened with the costs of damages or repairs caused by these events. The Executive Committee, has developed a MIMO policy to address:

1. Protecting your Safety and Wellbeing

The Executive Committee view the Saftey and wellbeing of the Yamaroshi Community as its' number one priority We want everyone at Yamaroshi to be safe.

One of the most significant dangers is vehicles partially obstructing the driveway and items being moved obstructing fire exits and other entries and exits from the building. In relation to vehicles this has resulted in several near miss events that could have resulted in injuries to members of the Yamaroshi Community and the public because of partial obstruction of the driveway be vehicles.

This can be particularly dangerous in an emergency situation when every second counts and a blocked driveway impacts the ability for emergency services to respond should an event occur.

A MIMO policy ensures that these potential obstacles are removed, allowing for easy and safe access to the building for all.

2. Mitigating Damage and Theft

Moving companies and people moving in can also cause significant damage to the building during the moving process. This can include scratches, dents, and other types of damage to walls, floors, and elevators. Damage and theft may also occur where doors are left open for extended periods or not secured after the moving company or the person moving in leaves without properly securing doors.

A MIMO policy can help mitigate this risk by setting guidelines and expectations for moving companies and persons to follow when operating MIMO on the premises.

3. Lift Breakdowns - Inconvenient and Costly

Another significant risk of not having a MIMO policy is an increase in lift breakdowns. When the lift is held open for extended periods during move-in or move-out, it can cause wear and tear on the lift, leading to more frequent breakdowns. This can be a significant inconvenience for residents and can also result in expensive repairs.

4. Minimising impact to Owners and Occupiers

A MIMO policy is helps to ensure the lifts are available and accessible for residents and their guests. By setting guidelines and regulating the duration of lift usage during move-ins and move-outs, a MIMO policy helps to prevent the lifts from being held up for extended periods of time, which can cause inconvenience and delays for residents.

Conclusion

A MIMO policy is crucial for any residential or commercial building to ensure the safety and wellbeing of its occupants, prevent damage to the building, and reduce the occurrence of lift breakdowns. Without such a policy, the building and its residents are at risk of accidents, inconvenience, and unnecessary expenses.

The EC strongly encourages you to consider the value in endorsing the motion for a MIMO policy. to ensure the smooth operation of the building and the safety of their occupants.

YAMAROSHI
アパート

Move in Move Out Policy

1. Introduction

The following policy outlines the standards and guidelines for move ins and move outs, (MIMO) of Yamaroshi, UP 4800.

This policy has been developed because MIMOs require access to common property.

The Owners Corporation recognises MIMO within Yamaroshi can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of 4800 has developed the following policy to govern MI/MO activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the safe and secure use of common property during a MIMO as well as maintaining the reputation of the Owners Corporation.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as breakages, theft; and
- To establish a framework for managing MIMOs that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Move In – Move Out Rules and Procedure Form refers to the form provided by the building manager or strata manager that must be completed by the owner or occupier moving in or out of Yamaroshi.

Removalist/s refers to the person/s or company providing the removal service of personal property in or out of the building.

5. Scope

This policy applies to all owners and occupiers who MIMO of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi MIMOs includes this policy, the 'Move In Move Out Rules and Procedure Form, UP 4800 "Yamaroshi" Rules, Yamaroshi: Building Security and Access Control Policy and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers moving in and out of Yamaroshi

Owners and occupiers are obligated to:

- Complete and abide by the Move In – Move Out Rules and Procedures Form and abide by the UP 4800 Rules;
- Acknowledge that failure to abide with the Yamaroshi Move In – Move Out Rules and Procedures will result in infringement notice to the owner and occupier;
- Acknowledge the liability for any loss resulting from a security breach during the MI/MO due to the failure to secure the building at all times during or following the move. The building front doors must not be left unsecured at any time and recovery for loss or damage will be made pursuant to paragraph 31(1)(a and b) of the *Unit Titles (Management) Act 2011*;
- Take responsibility of the removalist/s at all times while they are on Yamaroshi Common Property, including not causing nuisance to the Yamaroshi Community during the MIMO; and
- Meet the full cost of damage caused by removalist/s.

YAMAROSHI
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Yamaroshi Short Term Rental Policy

1. Introduction

The following policy outlines the standards and guidelines for short stay accommodation, such as Airbnb or Stayz within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all residents, guests and visitors as well as maintaining the reputation of the Owners Corporation.

The Owners Corporation recognises the right of individual lot owners to lease or rent their units for short stays. However, it also recognises that such activities can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of UP 4800 has developed the following policy to govern the conduct of Short-Term Rental (STR) activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to balance the needs of property owners and residents with the desire of some property owners to generate income through short stay rentals.

The primary objectives of this policy are:

- To promote safety and security for all residents and visitors, including short stay guests.
- To ensure the reasonable enjoyment of the property by all owners and occupiers their visitors and short stay guests.
- To minimise any negative impacts of short-stay accommodation, such as excessive noise, waste, wear-and-tear or damage to common property.
- To avoid or minimise any additional costs to the Owners Corporation attributable to short stay accommodation on Common Property such as cleaning, increased insurance premiums, security, or wear and tear.
- To establish a framework for managing short stay accommodation that is fair and transparent for all property owners and occupiers.
- To contribute to compliance with relevant laws and regulations related to short stay accommodation, codes and safety requirements.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Short-stay accommodation and Short-Term Rental (STR) refers to an apartment or a room in an apartment in UP4800 – Yamaroshi rented like a hotel or motel, often through an online provider (e.g., Airbnb or Stayz) that may be booked for days or months.

Short-Term Rental Business (STRB) refers to the operation of renting out properties, such as apartments or rooms, for a short period; usually ranging from a few days to a few months, to individuals seeking temporary accommodation. This business model involves offering short-term stays to guests in exchange for payment, and it can be facilitated through various platforms such as Airbnb, Stayz or other platforms providing similar services.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Short-stay accommodation and Short-Term Rental guest (STR guest) refers to the person renting the property from the STRB Operator. This may be an individual or group, and they are expected to follow the rules and regulations set forth by the STRB Operator owner.

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Guest Code of Conduct is a set of guidelines and expectations at **Attachment A**.

The purpose of the guest code of conduct is to ensure that STR guests contribute to a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

5. Scope

This policy applies to all property owners and occupiers who wish to offer and are offering Short-stay accommodation within the property as a Short-Term Rental Business (STRB), either whole or part of the property where the property is rented on a short-term basis with in UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. Where the STRB is operated by a tenant, the owner of the unit and the tenant both have full responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for the Yamaroshi: Short Stay Accommodation includes this policy, the 'Template – Code of Conduct', UP 4800 "Yamaroshi" Rules, "Yamaroshi: Building Security and Access Control Policy" and the *Unit Titles (Management) Act 2011*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Implementation Time

To ensure a smooth transition to the Short Stay Accommodation policy, this section outlines the implementation timeline for existing and new/proposed short term rental businesses.

a) All existing STRB Operators are required to comply with the policy on and from the latter of
   - the date that this policy takes effect and
   - 90 days after the date of the Special Resolution agreeing to the policy.

b) All new/proposed STRB Operators are required to comply with this policy from the date that it takes effect.

8. Obligations of Short-Team Rental Businesses

An STRB Operator in UP4800 Yamaroshi is responsible for compliance with all of the following obligations. If STRB Operator is not the lot owner, the lot owner is responsible for any financial obligations including recovery costs arising from breaches of this policy, and for taking all reasonable steps to ensure compliance with this policy by the STRB Operator.

By operating STRB in UP4800 Yamaroshi the STRB Operator is responsible for meeting all their obligations.

8.1 General

a) The lot owner of a lot operating STRB is accountable to the Owners Corporation for all additional costs attributed to the operation of the STRB, such as variations to insurance, after hours cleaning, emergency call outs and other reasonable costs associated with the STRB;

b) All additional costs attributed to the operation of the STRB will be passed on to the lot owner;

c) The STRB Operator must require guests to comply with the "Guest Code of Conduct" that will include sections related to

1. Safety and security (including keys and access devices);
2. emergency protocols and reporting obligations;
3. controls to limit the risk of unacceptable noise and disturbances;
4. guidance and rules relating to smoking and illicit substances;
5. maximum number of guests for the STR;
6. expectations of use car park facilities;
7. waste management;
8. compliance with all UP4800 "Yamaroshi" Rules in the form of an agreed statement of compliance

STRB Operators may comply with the Guest Code of Conduct at **Attachment A**, or may create and require compliance with its own Guest Code of Conduct provided that it incorporates all requirements of the Guest Code of Conduct at **Attachment A**.

8.2 Prior to commencing

The STRB Operator will meet all of the following obligations and demonstrate such compliance to the Strata Manager prior to commencing a STRB at UP4800 Yamaroshi. A STRB Operator of an existing STRB when this policy takes effect must meet all of the obligations and demonstrate such compliance by the time that this policy applies to the STRB.

The Strata Manager or EC may require evidence of compliance and the STRB Operator must comply with any reasonable request.

a) The STRB Operator will

1. advise the Owners Corporation when a lot will commence providing Short-stay accommodation services;
2. obtain and provide evidence of approval from the Owner if the STRB Operator is any person other than the Owner of the lot;

3. obtain and provide evidence of approval from the lot Owner of any initial and ongoing increased cost that is likely to result in a variation to Strata fees, such as increased insurance premiums, and other relevant to costs attributable to the operation of a STRB;
4. provide assurance that keys, fobs and access devices will **not be stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property** without the express permission of the Owners Corporation;
5. provide a copy of their public liability insurance policy as a STRB Operator
6. advise whether the STRB will use the Code of Conduct at **Attachment A** or provide a copy of the Guest Code of Conduct to be used by the STRB incorporating those obligations;
7. provide assurance the UP 4800 "Yamaroshi" Rules are available to STR guests prior to their stay;
8. develop a comprehensive security plan that includes measures to protect the building and its residents, including implementation of access control measures, maintenance of any security measures and regular inspections of the premises in accordance with "Yamaroshi: Building Security and Access Control Policy". The security plan must include how access will be provided to STR Guests and the final plan **must not include any key boxes or access control mechanisms, which are located on or provide access to common property**;
9. provide the Owners Corporation and the Executive Committee with emergency contact numbers of the STRB provider or their nominated delegate responsible in the event of emergency, serious event or complaint.

8.3 During Operation

a) The lot owner will

1. Pay any costs associated with the Operation of a STRB in accordance with *Unit Titles (Management) Act 2011* and UP4800 "Yamaroshi" Rules.

b) The STRB Operator must:

1. **Ensure STR Guests have access to UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their booking**;

2. **Ensure STR Guest accept UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their stay:** The acceptance either incorporated it into the conditions of their stay or by obtaining guests agreement in another form;

3. **Display the 'Code of Conduct' and 'UP 4800 "Yamaroshi" Rules' in STR:** Both must be prominently displayed made and easily accessible;

4. **Provide 24x7 Availability for emergency or urgent matters:** The STRB Operator or their delegate will be available at all times (24x7) in case of emergency. The STRB Operator or their delegate may also be contacted for other urgent issues or concerns related to the property or the STR guest's stay;

5. **Respond in a timely manner for non-urgent matters:** They will respond to non-urgent matters raised by the Owners Corporation, their Strata Manager or Building Manager in a timely manner. This includes addressing any concerns or issues related to the STR property or the STR guest's stay, as well as responding to reasonable requests for information or updates,

6. **Comply with laws:** Ensure their STRB complies with all relevant laws related to operating a Short-term Accommodation service or otherwise applicable to the STRB at all times. This includes, but is not limited to, obtaining any necessary permits or licenses required by local or national authorities, and ensuring that the property meets all health and safety requirements.

7. **Limit noise and minimise disturbances:** Guests will be considerate of neighbours and avoid excessive noise or disturbances that may disrupt the peace and quiet reasonable enjoyment of owners and occupiers;

8. **Impose and enforce guest occupancy limitations:** A limitation on the number of guests allowed in the STR. Making sure that guests are aware of these limitations and are informed of the consequences of exceeding them;

   The occupancy limit is to be no more than 6 people, and must also be more than:

   - two guests per bedroom; plus
   - two additional guests if using a sofa bed in a living area.

9. **Implement Safety, Security and Emergency controls:** The STR must be equipped with appropriate and maintained safety and security controls to comply with any relevant laws and regulations, minimise impact to insurance and limit the risk of events occurring. These measures must include use of smoke detectors and fire extinguishers in compliance with any relevant Australian Standard, locks on all doors and windows, and complying with other Policies or requirements in the UP4800 "Yamaroshi" Rules relating to safety, security and emergency controls such as the use of any key safes approved by the Executive Committee, reporting lost or stolen keys and access devices.

   STR guests must be provided:

   - safety information - clear instructions on how to use safety features;

- key security information - clear instructions notifying guests that keys, fobs or access devices must not be left unattended on Common Property under any circumstances, as well as how to immediately report lost or stolen keys, fobs or access devices;
- emergency contact information in case of an emergency

STRB Operators must review safety, security and emergency controls regularly to ensure they remain effective and to address any new security concerns that may arise or changes to laws, acts and regulations in accordance with 8.3 During Operation b) 6. Compliance with Regulations, Laws, and Acts in this Policy;

10. **Provide Smoking and Illicit Substances controls:** Provide clear guidelines and rules for the STR regarding smoking and illicit substance use. If the STR does not prohibit smoking it must have effective controls to limit smoke drift so as not impact the reasonable enjoyment of owners and occupiers.

    There is a ZERO TOLERANCE towards illegal drugs and illicit substances on the premises; you will ensure STR guests are aware of any guidelines and zero tolerance stance as well as applicable consequences of violating them

11. **Communicate expectations about respecting the Yamaroshi Community:** STR guests are expected to treat all individuals involved with courtesy and respect. This includes owners, occupiers and all members of the Yamaroshi Community. STR guests should not engage in any behaviour that may cause harm, discomfort, inconvenience or nuisance to any member of the Yamaroshi Community;

12. **Communicate expectations about respect for Common Property:** STR guests are respectful and will treat common property and associated services with reasonable care. This includes limiting accidental damage and not deliberate damage or acts of vandalism to the property, leaving it in a clean and tidy condition upon departure;

13. **Provide guidance about the use of the car park and parking spaces:** Their STR guests are respectful and will treat the car park and parking spaces with reasonable care. STR guest will drive at a safe speed, park only in designated spots, refrain from blocking other cars, not impede others from accessing vehicles or storage. STR guests will not damage or vandalise any of the parking facilities and should report any damages or issues to the host immediately. STR guests should also dispose of any waste or litter properly and leave the parking area in a clean and tidy condition, including free from oil leaks and other spills;

14. **Provide guidance about Waste Management:** STR guests must dispose of their waste and recyclables in designated areas only. STR guests must follow the waste management guidelines provided by the STRB, including separating recyclables from non-recyclables and properly disposing of any

hazardous materials. STR guests must not leave any waste or mess in common areas or outside of designated disposal areas**;**

15. **Report events, issues and damages:** The STRB must report any event that has caused or may cause loss or damage to the Yamaroshi Community to the Stata Manager. Reports must be made to the Strata Manager:
    - **Immediately** if the event
        a. involves the attendance of any emergency services,
        b. causes actual or potential structural damage, including damage to walls, water leaks that have caused or may cause damage to a wall, floor or ceiling,
        c. causes or creates a risk of injury or illness to a member of the Yamaroshi Community, or
        d. involves a security breach or poses a security threat to Yamaroshi, including break ins, theft, vandalism or the loss of keys or fobs; and
    - **within one business day** in any other case.

    During any out of hours or closure period for the Strata Manager, the STRB must contact the Strata Manager using emergency contact details posted in the foyer or elevator, or given by the Strata Manager to owners in writing.

16. **Provide ongoing proof of Public Liability Insurance:** Maintain valid and active public liability insurance policy as a STRB Operator at all times and provide a copy of the certificate of insurance to the Strata Manager

8.4 Post Operation

a) When a deciding to cease the STRB Operator will inform the Strata Manager of
    1. the final day of operation of the STR
    2. any matters relating to outstanding issues.

b) When operations have ceased the STRB Operator will
    1. no longer operate the ceased STR;
    2. return to original condition of agreed items on common property, unless an offer to take ownership of the asset is made and accepted by the EC or there is already an agreement in place made with the original request; and
    3. if the STRB intends to recommence operation of the STR – comply with this policy in the same way that it would apply to any new STR.

9. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all Owners, Occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:
   The strata manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the strata manager.

   The strata manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:
   If the issue remains unresolved after contacting the strata manager, the next step is to contact the Executive Committee. The Executive Committee is a group of volunteers who are elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the strata manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the strata manager.

YAMAROSHI
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Yamaroshi Building Security and Access Control Policy

1. Introduction

The following policy outlines the standards and guidelines for building security and access device control of Yamaroshi, UP 4800.

This policy has been developed because Keys and Access Devices provide access to Common Property as well as individual units.

The Owners Corporation acknowledges building security and the care for Keys and Access Devices is a shared priority. Owners and occupiers are expected to abide by this policy ensuring the Yamaroshi Community experience safety and security within the building.

The Owners Corporation of Yamaroshi UP 4800 has developed this policy to govern building security and access control measures ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to secure Keys and Access Devices in accordance with these guidelines will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the building safety and security as well as responsibilities of owners and occupiers as well as maintaining the reputation of the Owners Corporation.

Security breaches may result in theft or damage to property and may require measures such as locks being changed to avoid the risk of further loss. The Owners Corporation will pass on any costs to the owner of the relevant unit where those costs are attributable to an owner or occupier. Breaches of this policy will be taken as actions attributable to the owner.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as theft or damage, and;
- To establish a framework for managing building security and Access Devices that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Keys refer to the restricted individual unit key that also accesses Common Property.

Access Devices refers to garage fobs, proximity cards and other electronic devices that provides access to the building.

Waste Room Codes refers to the unique code provided to every owner and occupier. Waste room unique codes are changed if an owner or occupier joins the Yamaroshi Community

5. Scope

This policy applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi building security and the use and storage of keys and access devices to Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers for Yamaroshi Keys and Access Devices

Owners and occupiers are required to:

- Ensure Keys or Access Devices **are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property** without the express permission of the Owners Corporation;
- Short term rental Keys and Access Devices **must not be left unattended on Common Property under any circumstances;**
- If unauthorised key boxes are found on Common Property, they will be removed and disposed of;
- Not allow any person to tailgate into the building;
- Deny access to the building if an unknown person contacts you through the security system;
- Ensure all doors (including garage and waste rooms) are secured following entry or exit;

- Not share individual Waste Room codes with others; and
- Provide notice immediately to the Strata Manager upon realising that a Key or Access Device has been lost or stolen. The owner or occupier will provide all reasonable assistance to the resolution of any resulting security risks.

The Owners' Corporation uses CCTV to identify security breaches and may use footage to identify the parties responsible for any breach.

Obtaining additional keys or fobs

Keys and or Access Devices for Yamaroshi lots can only be issued with the permission of the Owners Corporation, administered by the strata manager.

The strata manager may require reasons as to why additional Keys or Access Devices are required, and may refer requests to the Executive Committee.

Waste Room Unique Codes

Each owner or occupier will be provided a unique code for access to the residential or commercial waste rooms. This code will also provide access to the ground floor fire stair door and first floor commercial bathrooms as appropriate. Unique codes must not be shared or passed to new owners or occupiers. Owners or property managers may apply to the Executive Committee for additional unique codes to that of the occupier. All new owners or occupiers must request their unique code from the Executive Committee, Building Manager or through the Strata Manager.

Lost or stolen Keys or Access Devices

If a Key or Access Device is lost or stolen, the owner or occupant responsible for that key or Access Device must notify the strata manager **immediately.**

Failure to notify the strata manager will result in a breach of the UP 4800 "Yamaroshi" Rules. Penalties apply.

The strata manager will notify the Executive Committee of the Owners Corporation. The owner or occupier must provide as much information as possible relevant to the loss or theft and the risk arising from the loss of the Key or Access Device such as:

- When the person identified that the Key or Access Device had been lost or stolen;
- When the Key or Access Device was last used or known to have been in the person's possession; and
- Where the Key or Access Device may have been lost or stolen

Following notification that a Key or Access Device has been lost, the Executive Committee may, in its discretion, arrange for new locks or door mechanisms. Where the Executive Committee determines that it is necessary to replace or

reprogram Keys, locks, Access Devices or door mechanisms, the Executive Committee:

- Will notify owners and occupiers as soon as possible.
- Will provide information to owners and occupiers about the steps being taken, and any steps required of the owners or occupiers.

- May invite owners or occupiers to agree to the Owners' Corporation to arrange replacement locks, issue Keys or enter into other arrangements with respect to units under section 29 of the *Unit Titles (Management) Act 2011* (ACT).
- Will raise a debt to recover the costs of the replacement or reprogramming, against:
    - The owner or occupant of the unit who lost the Key or Access Device or from whom it was stolen, or who was responsible for any breach of this policy; and/or
    - A person who agreed to the Owners' Corporation arranging works to be undertaken on their unit, pursuant to section 30 of the *Unit Titles (Management) Act 2011*.

Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0000023535
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	07/07/2025 to 30/06/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4800
Situation	32 MORT STREET BRADDON ACT 2612

Policies Selected

Policy 1 – Insured Property
Building: $41,674,500
Common Area Contents: $416,745
Loss of Rent & Temporary Accommodation (total payable): $6,251,175

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: $250,000

Flood Cover is included.

ACP Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed 31/07/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Insurance Valuation Report

For

Yamaroshi

32 Mort Street, Braddon ACT 2612

Scheme Number: 4800

COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 160284

21 March 2023

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qiagroup.com.au
W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **32 Mort Street, Braddon ACT 2612**.

1.2 Property Address

The property is situated at **32 Mort Street, Braddon ACT 2612**.

1.3 Description of Building

The property is developed as a mixed residential and commercial seven storey building complex comprising total sixty-eight lots including fifty-six high standard of finish residential apartments and twelve "shell only lettable" commercial units with allocated car parking spaces at three levels of secure basement. Access to upper floor is by internal stairs and passenger lift. Common property includes communal area, amenities, access driveways, boundary walls & fences and site landscaping.
In accordance with the plans provided the date of registration is December 2019.

1.4 Client

The Proprietors Yamaroshi.

1.5 Replacement Value

Recommended Insured Value: **$39,690,000 (Inc GST)**

1.6 Inspector Details

Inspector Number **101**

Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

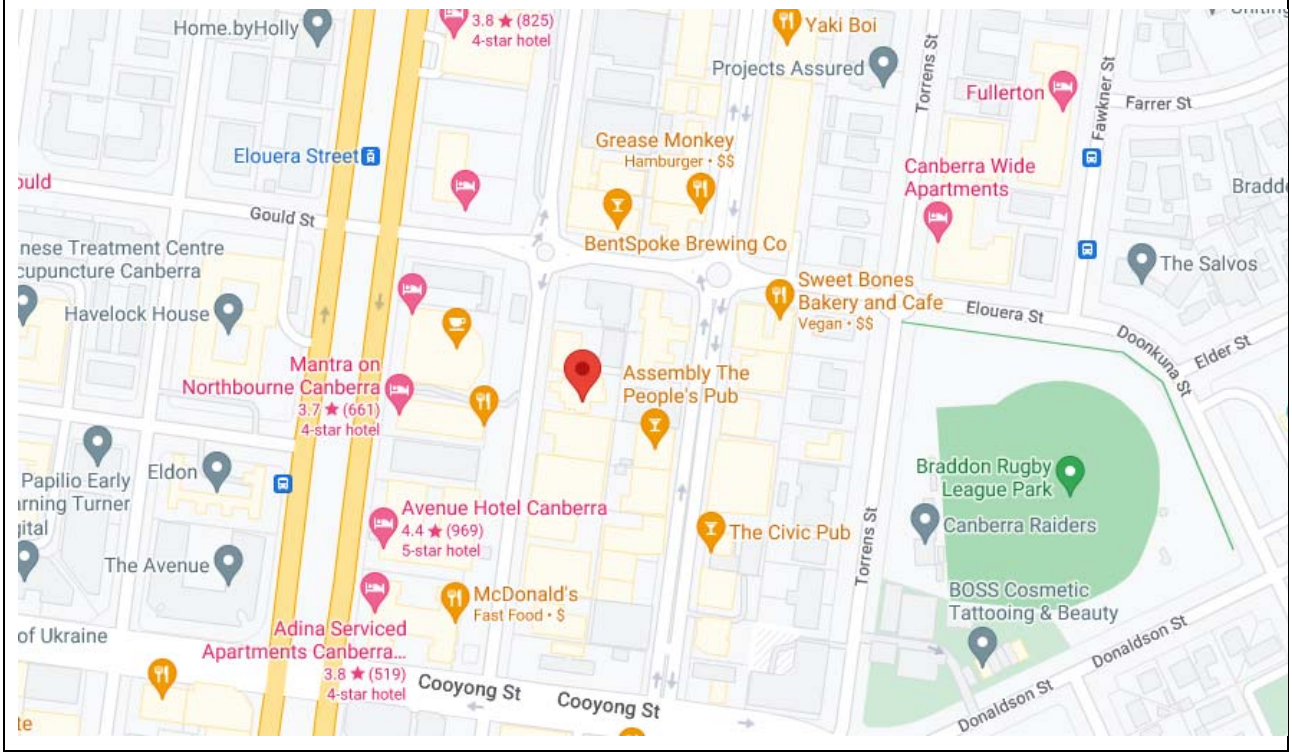
The calculated value of the building comprises of several elements:

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

2.6 Valuation

Replacement Building and Improvements Cost:		$28,750,000
Allowance for Cost Escalation:		
Design and Documentation:	9 Months	
Calling Tenders and Appraisals:	3 Months	
Construction Period and Fit-out:	12 Months	
Calculated at 8% over the period		$3,450,000
Progressive Subtotal:		$32,200,000
Professional Fees:		$3,220,000
Progressive Subtotal:		$35,420,000
Removal of Debris:		$1,440,000
Progressive Subtotal:		$36,860,000
Cost Escalation for Insurance Policy Lapse Period:		$2,830,000
Progressive Subtotal:		$39,690,000
Recommended Insured Value:		**$39,690,000 (Inc GST)**

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Concrete masonry.
EXTERNAL WALL FINISHES: Concrete, Colourbond, and fibre cement claddings.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Reinforced concrete and low-pitched.
ROOFING: Powder coated metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

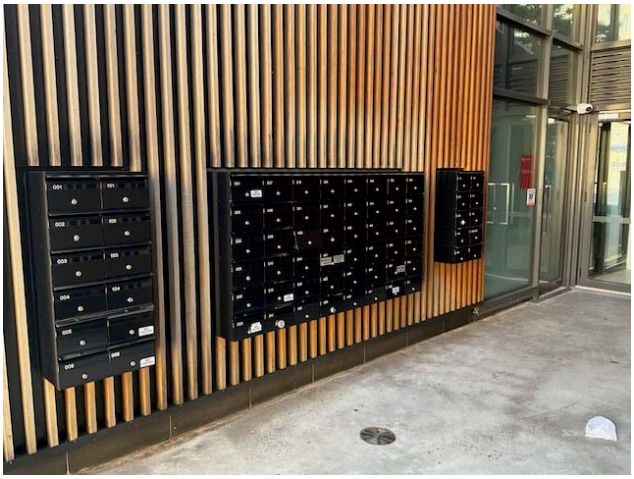
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



bright & duggan

australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 4800

32 Mort Street, BRADDON, ACT, 2612

Meeting Date:	Tuesday 18 June 2024
Time:	05:30 PM Reduced Quorum 6:00 PM
Address:	Online Meeting https://www.microsoft.com/microsoft-teams/join-a-meeting
Present:	Ssu Yao Hwang & Olivia Berry (Lot 10) Owner present James Joseph English & Lauren Jane Moore (Lot 13) Owner present Soo Hyeon Choi (Lot 27) Owner present Anthony Charles Warnock & Sandra Lea Warnock & Aimee Warnock (Lot 33) Owner present Anthony Charles Warnock & Sandra-Lea Warnock (Lot 36) Owner present Yumo Dong & Xiaoxue Zhao (Lot 43) Owner present Megan Randall Websdale (Lot 45) Owner present Richard Rowe (Lot 49) Owner present (pre-voted) Heath Gregory Penwill (Lot 52) Owner present (pre-voted) Troy Arthur James Fletcher (Lot 54) Owner present Amit Pratap & Promila Pratap (Lot 60) Owner present (pre-voted) Elliot Braddon Holdings Pty Ltd & Gray Braddon Holdings Pty Ltd (Lot 64) Owner present ASREN SMSF Pty Ltd (Lot 65) Owner present (pre-voted) Virginia Sinlao representing Bright & Duggan (ACT)
By proxy:	Superatreya Property BT Pty Ltd as bare trustee for Superatreya Pty Ltd as trustee for Superatreya Superannuation Fund (Lot 68) to Sandra Warnock.
Absentee votes:	Simon Evans (Lot 1) Electronic vote

Yuan Chen (Lot 6) Electronic vote
Hengfeng Investments (Australia) Co Pty Ltd (Lot 7) Electronic vote
Hongzhang Xu (Lot 17) Electronic vote
Eugene Gregory Van Leest (Lot 18) Electronic vote
Vincent Terrence Mamo & Briony Louise Mamo & Catherine Lynne Mamo (Lot 29) Electronic vote
Xinghua Mai (Lot 37) Electronic vote
Connor Hollis Dyson (Lot 53) Electronic vote

Chairperson:	Sandra Lea Warnock
Apologies:	No apologies received
Quorum:	The quorum is not achieved, the meeting proceeded with a reduced quorum at 6:00 PM.

NOTICE OF REDUCED QUORUM DECISIONS

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 limitations.

- *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).*

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).*

Motions

1. Election of Chair

That the Owners Corporation of UP4800 elect a member to preside as Chairperson at this meeting.

Sandra Warnock chaired the meeting.

2. Acceptance of Proxies, Apologies, and Absentee Votes

That the Owners Corporation of UP4800 consider accepting the nominated proxies, acknowledge the absentee votes, and apologies received prior to the start of the meeting.

The proxies presented were accepted. We will finalise the absentee votes once we have tallied the attendees and the 12 electronic pre-votes that were received and acknowledged.

Manager's note: Out of the 12 electronic pre-votes received, 2 were from non-financial voters. According to the Unit Titles (Management) Act 2011, their votes will not be counted if the resolutions are ordinary and special.

3. Executive Committee Chairperson's Report - Acknowledgement

The Chairperson's report offers a comprehensive summary of the actions and determinations made by the Executive Committee for the 2023 term on behalf of the Owners Corporation of UP4800.

The meeting acknowledged the report.

Manager's note: The owners expressed their appreciation for the executive committee's volunteer work in the Yamaroshi community.

4. Minutes

Motion 1: That the minutes of the last Annual General Meeting held on 27 April 2023 of the Owners Corporation of UP4800 be adopted as a true and accurate record of the proceedings of that meeting.

Moved by: S. Warnock
Seconded by: R. Rowe

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

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5. Financial Statements

Motion 2: That the attached statements of key financial information of UP4800 for the financial year ending on 31/12/23 for the administrative fund, the sinking fund and any other fund held by the Owners Corporation, be adopted.

Moved by: S. Warnock
Seconded by: A. Cunich

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

6. Audit Acknowledgement

The Executive Committee of UP4800 undertook the 2023 audit to ensure that all practices and processes have been carried out correctly.

The audit report from Kelly & Partners was acknowledged.

7. Financial Audit

Motion 3: That the Owners Corporation of UP4800 authorises the Executive Committee to obtain an audit for the financial statement for the year ending on 31/12/2024 and this will be displayed as an annual budgeted item.

Moved by: S. Warnock
Seconded by: T. Fletcher

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

8. Renewal Strata Management Agreement

Motion 4: That the Owners Corporation for Units Plan 4800 resolves:

a) to renew the strata management agency agreement with Bright & Duggan (ACT) Pty Ltd as its managing agent, for a period of 36 - months, and delegates functions to it on the terms and conditions as set out in the agreement attached to the notice of this meeting; and
b) to nominate and authorise 2 owners or members of the Executive Committee to execute and affix the common seal to the agreement; and
c) that the strata management fee be $28,900.00 inc GST per annum, commencing on 1 March 2024.

Moved by: S. Warnock
Seconded by: M. Websdale

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

9. Insurance Certificate - Acknowledgement

That the current insurance of the Owners Corporation of UP4800, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0000023535	CHU Underwriting Agencies	7-Jan-25	BUILDING	$ 39,690,000.00
			PUBLIC LIABILITY	$ 30,000,000.00
			COMMON AREA CONTENTS	$ 396,900.00
			LOSS OF RENT	$ 5,953,500.00
			FIDELITY GUARANTEE	$ 250,000.00
			WORKERS COMPENSATION	Insured
			VOLUNTARY WORKERS	$200,000.00 / $2,000.00
			OFFICE BEARERS	$ 5,000,000.00
			GOVERNMENT AUDIT COS	$ 25,000.00
			WH&S APPEAL EXPENSES	$ 100,000.00
			LEGAL EXPENSES	$ 50,000.00
			LOT OWNERS IMPROVEME	$ 250,000.00
			FLOOD	Insured

TOTAL PREMIUM: $66,747.55

Excess $5,000 All Claims & Unoccupancy
Excess $1,000 Legal
Expense

The insurance certificate was acknowledged.

10. Insurance - Valuation

Motion 5: That the Owners Corporation for 4800 resolves to either carry out a building valuation for insurance purposes or adjust as per renewal, noting the previous valuation from QIA Group Pty Ltd was prepared on 21/3/23, and authorises the Executive Committee to endorse or adjust the sim insured in accordance with the new valuation or adjust the sum insured in accordance with the new valuation or endorsement of the renewal and for the managing agent to adjust as instructed.

Please make sure to cast your vote in favour of this motion by selecting "YES." In the Alternatives section, you may then opt for either Option A or Option B based on your personal preference.

Please ensure to vote for this motion, additionally under Alternatives, choose either Option A or Option B for reference.

Moved by: S. Warnock
Seconded by: H. Penwell

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

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Alternatives for Insurance - Valuation

Obtaining an insurance valuation is essential for the Owners Corporation to protect themselves and their owners from financial losses in the event of damage or destruction to the property. Knowing that the property is adequately insured provides owners peace of mind and helps protect their investment in the property.

Please ensure to choose either Option A or Option B to vote.

(Option A)
That the Owners Corporation for Units Plan 4800 obtains an insurance valuation and the level of insurance be adjusted upon renewal to the figure as suggested by the valuation and in consultation with the Executive Committee.
(Option B)
That the level of insurance be adjusted upon renewal in consultation with the Executive Committee.

'OPTION A' has been selected with the highest votes.
VOTES A: 9 B: 1

2 invalid vote(s) - 2x non-financial

Manager's note: The meeting was decided by a majority vote that the Owners Corporation would go with Option A to obtain an insurance valuation.

11. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of UP4800 have no new or outstanding Insurance Claims.

12. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of UP4800 has outstanding maintenance issue that are waiting to be actioned.

- Builder's building defect, still waiting to be completed.
- Addressing the installation of the exhaust discharge unit.
- Cladding, where the black faced aluminium composite panels containing 27% Polyethylene installed forming a parapet capping to the level 1 balconies on the western elevation shall be removed and replaced with a product deemed non-combustible.

Manager's note: During the meeting, it was discussed that the owner of Lot 57 needs to perform repairs to the common property due to damage caused during the initial fit-out for the Thai restaurant tenancy. Images have been provided displaying the damage, including holes in the common property's bin enclosure and other affected areas. The unauthorised works carried out on the common property include damage to the concrete slabs with multiple cores drilled, significant plumbing installed in the waste rooms below the tenancy, as well as cores and plumbing works connected to common property in the basement, and damage to the wall above the waste rooms where a hot water service was installed.

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13. Maintenance Plan

Motion 6: That the Owners Corporation of UP4800 resolves to adopt the current building maintenance plan, noting the previous plan from QIA Group Pty Ltd was prepared on 22/10/21.

Moved by: S. Warnock
Seconded by: A. Cunich

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 1	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

14. Sinking Fund Plan

Motion 7: That the Owners Corporation for Units Plan 4800 resolves to adopt the current 10-year Sinking Fund plan for commencement from the first date of the next financial year and:

a) obtain quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan;
b) delegate to the strata committee to consider the quotations and engage a consultant.
c) delegate to the strata committee to appoint a liaison to meet with the consultant; and
d) delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule), to undertake any of the above.

Moved by: S. Warnock
Seconded by: S. Choi

Motion CARRIED.

VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

15. Split of Commercial and Residential Expenditure for Cleaning

Motion 8: That the Owners Corporation of UP4800, resolves to distinctly identify the Commercial and Residential expenditures for Cleaning.

Description	Residential Budget 2024	Commercial Budget 2024	Commercial Budget Toilet Clean Weekends 2024
	01/01/24-31/12/24	01/01/24-31/12/24	01/01/24-31/12/24
ADMINISTRATIVE FUND			
EXPENDITURE - ADMIN. FUND			
CLEANING - RESIDENTIAL	$ 30,030.00		
COMMERCIAL CLEANING		$ 26,025.00	
CLEANING - TOILETS/WASHROOM (Weekend)			$ 6,006.00
CLEANING MATERIALS		$ 8,800.00	
CLEANING SANITARY BINS		$ 2,900.00	
COMMERCIAL CLEANING - WINDOW		$ 6,150.00	
TOTAL ADMIN. EXPENDITURE	$ 30,030.00	$ 43,875.00	$ 6,006.00

Moved by: A. Cunich
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's Note: The owners of the commercial spaces have asked for paper towels and holders to be provided in all common area commercial toilets. It has also been observed that the hand dryers emit a loud noise that affects the nearby commercial spaces on the first level. **Action Item**: Strata manager is to explore alternative options from Maritex.

16. Additional Commercial Levy Contribution for Weekend Clean

Motion 9: That the Owners Corporation for Units Plan 4800 resolves to determine the expenditure of $6006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends.

This expense will be budgeted and maintained annually until there is a change in tenancy or trading hours.

Moved by: R. Rowe
Seconded by: A. Cunich & A. Pratap

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Manager's Note: The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site attendance by cleaners and the building manager, especially at the beginning of each week.

It's important to note that the responsibility for cleaning the common property toilets on weekends falls on the commercial occupants conducting business on weekends (this applies to Lot 63 at this stage). To address ongoing complaints from commercial tenants and ensure fair usage of the bathroom facilities among businesses, the Owners Corporation (OC) will attribute costs associated with weekend usage based on access codes for the doors. This will help the OC determine which commercial tenancies are using the bathroom facilities over the weekend.

17. Administrative Fund Expenditure Budget

Motion 10: That the proposed Administrative Fund Expenditure Budget for UP4800 of $266,200.00 inc. GST and the following:

- Residential $33,033.00 inc. GST
- Commercial $55,000.00 inc. GST

For the period 1 January 2024 - 31 December 2024 be accepted.

Moved by: R. Rowe
Seconded by: A. Cunich

Motion CARRIED.

VOTES	FOR: 9	AGAINST: 0	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

18. Sinking Fund Expenditure Budget

Motion 11: That the proposed Sinking Fund Expenditure Budget for UP4800 of $53,900.00 inc. GST for the period of 1 January 2024 to 31 December 2024 be accepted.

Moved by: R. Rowe
Seconded by: A. Cunich

Motion CARRIED.

VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

Manager's Note: The common property front door requires replacement due to broken door hinges. The door frames were imported from China and parts are not available in Australia. Moreover, the doors are of poor quality and have bowed. To address security concerns, an automatic door closer will be installed to prevent visitors and residents from pushing the door to a locked open position, thereby reducing the risk of theft and damage.

19. Levy Contribution Period

Due to our current end-of-year falling during the Christmas break and the difficulty in arranging the AGM, the Executive Committee is proposing changes to the current Levy Period. Instead of commencing on 1 January of every year, it will commence on 1 April of every year. The amended Levy Period for the following year and every year will be:

1. - 1 April to 30 June
2. - 1 July to 30 September
3. - 1 October to **31** December
4. - 1 January to **31** March

Motion 12: **Amended -** That the Owners Corporation of UP4800 has agreed to these changes, which will result in an interim levy being applied.

Moved by: S. Warnock
Seconded by: T. Fletcher

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's note: The amendment changes the last days of December and March to 31 instead of 30.

20. Interim Levy

Motion 13: **Amended -** That the Owners Corporation accepts the amended Interim Levy for this financial year and the Levy Period will be, as follows:

1. 1 April to 30 June
2. 1 July to 30 September
3. 1 October to 31 December
4. 1 January to 31 March (Interim Levy)

Moved by: S. Warnock
Seconded by: T. Fletcher

Motion CARRIED.
VOTES FOR: 9 AGAINST: 0 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's note: The amendment changes the last days of December and March to 31 instead of 30.

21. Levy Contributions

Motion 14: That the Owners Corporation for Units Plan 4800 determines an Administrative Fund Contribution of $266,200.00 inc. GST and a Sinking Fund Contribution of $53,900.00 inc. GST to be contributed in accordance with the unit entitlements.

The split of commercial and residential expenditure means there would be a levy contribution for:

- Residential: - $33,033.00 inc. GST
- Commercial: - $48,393.40 inc GST
- Commercial: - $6.606.60 inc GST (additional weekend clean)

Amended: Payment to be made on 8 July 2024, 1 August 2024, 1 October 2024, and 1 January 2025.

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued	1/01/2024	30/04/2024	8/07/2024	$88,733.33	$17,966.67
To be Issued	1/05/2024	31/08/2024	15/07/2024	$88,733.33	$17,966.67
To be Issued	1/09/2024	31/12/2024	1/09/2024	$88,733.34	$17,966.66
Total	1/01/2024	31/12/2024		**$266,200.00**	**$53,900.00**

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued	1/01/2025	30/04/2025	1/01/2025	$66,550.00	$13,475.00
Total	1/01/2025	30/04/2025		**$66,550.00**	**$13,475.00**

Moved by: L. Moore
Seconded by: H. Penwell

Motion CARRIED.
VOTES FOR: 8 AGAINST: 0 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

22. Payment Plan for Levy Arrears

Motion 15: That the Owners – Units Plan 4800 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Moved by: L Moore
Seconded by: H. Penwell

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

23. Debt Collection

Motion 16: That the Owners Corporations for Units Plan 4800 for the purpose of collecting levy contributions to authorises the Strata Manager and/or the Executive Committee to do any one or more of the following:

a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
b. To obtain legal advice and retain representation by engaging the services of Grace Lawyers on behalf of The Owners Corporation – Units Plan No 4800.
c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs, and matters arising out of the by-laws.
d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings.

Moved by: S. Warnock
Seconded by: O. Berry

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

24. UP4800 Rules Amendment - Erection & Alteration Additional Conditions

Motion 17: That Rule 1.4 of the Default Rules be amended to read as follows:
Rule 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 obtained in an ordinary resolution 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.
(a) Non-compliance Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the Unit Titles Management Act 2011. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

Moved by: R. Rowe
Seconded by: L. Moore

Motion CARRIED.
VOTES FOR: 7 AGAINST: 1 ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

25. UP4800 Rules Amendment - Short - Term Rentals

Motion 18: That the Owners Corporation for Units Plan 4800 has resolved to include the Short-Term Rental Policy. It is crucial to consider the impact of short-stay accommodation in our Yamaroshi Community. While it may bring additional income to the Unit Owner of the Short-Term Rental, it also poses risks and challenges that can affect the safety, security, and reputation of our building. The supporting information sheet outlines the key reasons why a short-term rental policy is crucial for our building and why it should be included in any short-term rental property and to implement this policy.

Moved by: S. Warnock
Seconded by: O. Berry

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 1	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

26. UP4800 Rules Amendment - Hazardous & Dangerous materials Basement and Common Property

Motion 19: **Amended -** That the Owners Corporation of Units Plan 4800 resolves to implement a **policy** Hazardous and Dangerous materials stored in the Basement and/or the Common Property areas. The implementation of this policy is crucial to mitigate these risks and ensure the safety and well - being of all owners and occupiers, visitors, and other members of the Yamaroshi Community, and the environment.

Moved by: R. Rowe
Seconded by: L Moore

Motion CARRIED.

VOTES	FOR: 9	AGAINST: 0	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

27. UP4800 Rules Amendment - Charging E - Bikes and E - Scooters or usage of Lithium-ion batteries

Motion 20: That the Owners Corporation of Units Plan 4800 implements the following rules regarding the charging of e-bikes, e-scooters, and lithium-ion batteries:

1. Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.
2. Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
3. E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
4. Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
5. Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

Moved by: S. Warnock
Seconded by: L. Moore

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

28. UP4800 Rules Amendment - Move In and Move Out

Motion 21: That the Owners Corporation of Units Plan 4800 resolve to recognise the move in/move out within the complex can have an impact on the safety, security, and well - being of all owners and occupiers as well as the value and reputation of our building.

Moved by: L. Moore
Seconded by: R. Rowe

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 1	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

29. UP4800 Rules Amendment - Access Devices

Motion 22: That the Owners Corporation of Units Plan 4800 resolves to implement the Building Security and Access Control Policy.

The Policy is to ensure the safety and security of our building and occupants and aims to reduce the risk of unauthorised entry into our building, and implement safety measures in case of emergencies, such as lost or stolen keys.

Moved by: S. Choi
Seconded by: L Moore

Motion CARRIED.

VOTES	FOR: 9	AGAINST: 0	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

30. UP4800 Rule Amendments and Additions

Motion 23: The Units Titles (Management) Regulation 2011, which took effect in 1 July 2023, included various amendments to the Unit Titles Act 2011. In line with this amended Act, the following motions are proposed for the Owners Corporation of Unit Plan 4800:

1. That the Owners Corporation for Units Plan 4800 adopts the Unit Plan 4800 Rules as attached, and that these rules be registered.
2. That the Owners Corporation for Unit Plan 4800 adopt the amended Default Rules of the Unit Titles (Management) Regulation 2011.

Moved by: L. Moore
Seconded by: S. Warnock

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 1	ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

31. Conversion of Pond Area to Zen Garden

Motion 24: That the Executive Committee proposes transforming the existing pond area into a functional, low maintenance Zen Garden to mitigate a significant waterproofing risk, enhance property value, and reduce the owners' exposure to future high maintenance costs. With a proposed budget of up to $6,000, we seek the Owners Corporation's approval to utilise last year's allocated $5,000, along with additional funds, for the set up and ongoing upkeep of the garden.

Moved by: R. Rowe
Seconded by: S. Warnock

Motion CARRIED.

VOTES	FOR: 9	AGAINST: 1	ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Alternatives for Conversion of Pond Area to Zen Garden

(Option A)
The Executive Committee (EC) re-proposes converting the existing pond area, a significant waterproofing risk, into a functional, low maintenance Zen Garden. Despite no opposing feedback at the 2023 AGM, the previous motion was not passed, and it has since been clear that the costs linked to maintaining the pond.
are unsustainable.

(Option B) Should the primary motion be defeated, a subcommittee will be formed to engage the community further, exploring alternative solutions. This step is vital to avoid a stalemate that would require mediation or escalation to resolve.

The meeting confirms that Option B is carried by a majority vote.

32. Election of Executive Committee

Motion 25: That the Owners Corporation of Units Plan 4800 resolves to elect the executive committee as follows:

a) the chairperson is to announce the names of candidates nominated in writing and eligible for election to the executive committee.
b) the chairperson is to call for any oral nominations of candidates eligible for election to the executive committee; and
c) the owner's corporation to determine the number of executive committee members and elect the members.

Moved by: R. Rowe
Seconded by: L Moore

Motion CARRIED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 2

2 invalid vote(s) - 2x non-financial

The nominated Executive Committee 2024/2025:

Executive Committee Members	Lot Number
Ssu (Tomy) Hwang	10
James English	13
Sandra Warnock	36
Heath Penwill	52
Troy Fletcher	54
Alexandra Elliott	64
Andrew Cunich	65
Bobby Patel	68

33. Special Privileges Installation of Balcony Louvre System at Units 601 and 604, under Sustainability and Utility Infrastructure on Common Property

Motion 26: That the Owners of Lot 49 (Unit 601) Richard Rowe and Lot 52 (Unit 604) Heath Penwill, seeks approval from the Owners Corporation for the installation of Option A the louvre system at Units 601 and 604, subject to DA approval. The Executive Committee, excluding any members who are residents of or have direct interests in Units 601 and 604, is nominated to have the final authority to approve the specific details of the installation to avoid any actual or perceived conflicts of interest.

Moved by: L. Moore
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 7 AGAINST: 0 ABSTAINED: 3

2 invalid vote(s) - 2x non-financial

Manager's note: Once the owners of Lot 49 and Lot 52 receive the DA approvals, they will provide them to the Strata Manager and the Executive Committee as required.

34. General Business

- During the meeting, it was mentioned that the Summernauts event has been causing loud noise and traffic inconvenience for the owners and residents of Yamaroshi and the surrounding area. The Executive Committee will contact the Owners Corporation Network to address this concern with the local government.

There being no further business the meeting closed at 7:34 PM.

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4800

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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 6248, O'Connor ACT 2602
P: 02 6156 3305
ABN 96 144 703 435

Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
ADMINISTRATIVE FUND			
INCOME			
Levies - Administrative Fund	290,000.32	290,000.00	242,000.00
Electricity- Solar Rebate	595.29	0.00	0.00
Insurance - Claims Refunds	10,401.91	0.00	0.00
Residential Levy	0.00	0.00	30,030.00
Interest On Overdue Levies	788.00	0.00	0.00
TOTAL ADMIN. FUND INCOME	**301,785.52**	**290,000.00**	**272,030.00**
EXPENDITURE - ADMIN. FUND			
Audit Fees	1,000.00	950.00	1,000.00
Bank Charges	225.02	450.00	450.00
Bas - Preparation Fee	545.44	550.00	600.00
Arrears Letters	1,696.10	0.00	0.00
Building Manager	22,482.90	25,028.00	22,752.00
Cleaning - General	37,005.00	35,693.00	15,015.00
Cleaning - Materials	6,480.55	1,500.00	0.00
Cleaning - Residential	0.00	0.00	30,030.00
Cleaning - Windows	245.00	0.00	0.00
Cleaning - Bins	0.00	0.00	2,740.00
Cleaning - Car Park	0.00	1,200.00	3,500.00
Electricity	12,796.96	18,000.00	14,000.00
Fire Protection	8,483.66	10,000.00	10,000.00
Fire Protection - Monitoring	2,100.00	2,310.00	2,100.00
Insurance - Premium	9,497.29	62,000.00	80,367.63
Insurance - Claims	10,296.60	0.00	0.00
Insurance - Claims Excess	0.00	2,000.00	2,000.00
Insurance - Valuation	966.36	0.00	0.00
Legal Expenses	(1,100.43)	15,000.00	0.00
Professional Reports	0.00	5,000.00	5,000.00
Roof - Roofing	1,391.25	0.00	1,200.00
Roof - Height Safety	1,738.00	1,500.00	1,800.00
Access Device	2,077.28	0.00	0.00
R & M - Car Park Ventilation	3,200.00	3,000.00	3,200.00
R & M - Electrical	650.00	2,000.00	1,000.00
R & M - Fire Equipment	0.00	2,500.00	2,500.00
R & M - Intercom	300.00	0.00	0.00

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32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
R & M - Garage Doors	2,898.18	2,000.00	2,500.00
R & M - Gardens & Grounds	93.46	500.00	1,000.00
R & M - General	1,737.03	2,500.00	1,500.00
R & M - Lift Contract	5,944.04	5,952.00	6,000.00
R & M - Lifts (Addl)	1,864.63	2,000.00	2,000.00
R & M - Gates & Doors	1,265.00	0.00	1,000.00
R & M - Plumbing	2,927.32	4,500.00	5,000.00
R & M - Plumbing Contract	2,706.55	3,516.00	3,702.06
R & M - Roof	1,722.73	0.00	1,800.00
R & M - Security Equipment	0.00	1,000.00	0.00
Security	2,965.00	0.00	0.00
Strata Management	26,272.68	28,900.00	28,900.00
Strata Manager Consultancy	343.63	0.00	0.00
Admin Processing	(210.00)	0.00	0.00
Sundry Expense	(1,510.08)	2,000.00	0.00
Tax - Return Lodgement	180.00	55.00	180.00
Waste Removal	0.00	0.00	6,902.00
Water Usage	9,275.02	18,000.00	11,000.00
Internet	552.00	1,000.00	600.00
TOTAL ADMIN. EXPENDITURE	**181,104.17**	**260,604.00**	**271,338.69**
SURPLUS / DEFICIT	**$ 120,681.35**	**$ 29,396.00**	**$ 691.31**
Opening Admin. Balance	64,804.88	64,804.88	185,486.23
ADMINISTRATIVE FUND BALANCE	**$ 185,486.23**	**$ 94,200.88**	**$ 186,177.54**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 29.000000	$ 24.200000

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PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
SINKING FUND			
INCOME			
Levies - Sinking Fund	45,000.20	45,000.00	49,000.00
TOTAL SINKING FUND INCOME	**45,000.20**	**45,000.00**	**49,000.00**
EXPENDITURE - SINKING FUND			
Capital Repairs & Replacement	15,898.59	0.00	3,715.00
Cctv	7,920.00	0.00	0.00
Doors & Windows	2,554.55	0.00	0.00
Furniture & Fittings	189.00	5,000.00	0.00
Fire Protection - Upgrade	0.00	0.00	5,571.00
General Replacements	1,368.69	0.00	2,000.00
Height Safety System	0.00	5,000.00	2,000.00
Professional Reports	50,185.00	30,000.00	30,000.00
Lighting	3,998.00	0.00	0.00
Signage	755.00	0.00	1,000.00
Plumbing & Drainage	19,244.46	4,300.00	4,000.00
TOTAL SINK. FUND EXPENDITURE	**102,113.29**	**44,300.00**	**48,286.00**
SURPLUS / DEFICIT	**$ (57,113.09)**	**$ 700.00**	**$ 714.00**
Opening Sinking Fund Balance	55,271.42	55,271.42	(1,841.67)
SINKING FUND BALANCE	**$ (1,841.67)**	**$ 55,971.42**	**$ (1,127.67)**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 4.500000	$ 4.900000

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32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/23-31/12/23	BUDGET 01/01/23-31/12/23	BUDGET 01/01/24-31/12/24
COMMERCIAL ADMI FUND			
INCOME			
Commercial Levies	9,000.00	9,000.00	50,000.00
Interest On Overdue Levies	43.55	0.00	0.00
TOTAL INCOME	**9,043.55**	**9,000.00**	**50,000.00**
EXPENDITURE - SPECIAL PURPOSE			
Cleaning – Materials	0.00	2,000.00	8,800.00
Cleaning – Sanitary Bins	1,203.92	1,000.00	2,900.00
Commercial Cleaning	0.00	0.00	26,025.00
Com.Cleaning–Toilets/Washroom	0.00	0.00	6,006.00
Com Cleaning - Windows	0.00	0.00	6,150.00
Waste Management Services	6,902.73	6,000.00	0.00
TOTAL EXPENDITURE	**8,106.65**	**9,000.00**	**49,881.00**
SURPLUS/DEFICIT	**$ 936.90**	**$ 0.00**	**$ 119.00**
Opening Balance	3,637.03	3,637.03	4,573.93
COMMERCIAL ADMI FUND BALANCE	**$ 4,573.93**	**$ 3,637.03**	**$ 4,692.93**
NUMBER OF UNITS OF ENTITLEMENT:		0	0
AMOUNT PER UNIT OF ENTITLEMENT:		$ 0.000000	$ 0.000000

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (3 Levy Periods)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Levy
1	201	185	1641.57	332.38	203.70			1973.95
2	202	112	993.81	201.23	123.32			1195.04
3	203	112	993.81	201.23	123.32			1195.04
4	204	112	993.81	201.23	123.32			1195.04
5	205	112	993.81	201.23	123.32			1195.04
6	206	112	993.81	201.23	123.32			1195.04
7	207	185	1641.57	332.38	203.70			1973.95
8	208	185	1641.57	332.38	203.70			1973.95
9	209	112	993.81	201.23	123.32			1195.04
10	210	230	2040.87	413.23	253.25			2454.10
11	211	112	993.81	201.23	123.32			1195.04
12	212	112	993.81	201.23	123.32			1195.04
13	213	185	1641.57	332.38	203.70			1973.95
14	301	112	993.81	201.23	123.32			1195.04
15	302	112	993.81	201.23	123.32			1195.04
16	303	112	993.81	201.23	123.32			1195.04
17	304	112	993.81	201.23	123.32			1195.04
18	305	112	993.81	201.23	123.32			1195.04
19	306	112	993.81	201.23	123.32			1195.04
20	307	230	2040.87	413.23	253.25			2454.10
21	308	112	993.81	201.23	123.32			1195.04
22	309	109	967.19	195.84	120.02			1163.03
23	401	185	1641.57	332.38	203.70			1973.95
24	402	112	993.81	201.23	123.32			1195.04
25	403	112	993.81	201.23	123.32			1195.04
26	404	112	993.81	201.23	123.32			1195.04
27	405	109	967.19	195.84	120.02			1163.03
28	406	112	993.81	201.23	123.32			1195.04
29	407	185	1641.57	332.38	203.70			1973.95
30	408	185	1641.57	332.38	203.70			1973.95
31	409	112	993.81	201.23	123.32			1195.04
32	410	230	2040.87	413.23	253.25			2454.10
33	411	112	993.81	201.23	123.32			1195.04
34	412	112	993.81	201.23	123.32			1195.04
35	413	185	1641.57	332.38	203.70			1973.95
36	501	167	1481.85	300.04	183.88			1781.89
37	502	112	993.81	201.23	123.32			1195.04
38	503	112	993.81	201.23	123.32			1195.04
39	504	112	993.81	201.23	123.32			1195.04
40	505	112	993.81	201.23	123.32			1195.04
41	506	112	993.81	201.23	123.32			1195.04
42	507	167	1481.85	300.04	183.88			1781.89
43	508	161	1428.61	289.26	177.28			1717.87
44	509	112	993.81	201.23	123.32			1195.04
45	510	230	2040.87	413.23	253.25			2454.10
46	511	112	993.81	201.23	123.32			1195.04
47	512	112	993.81	201.23	123.32			1195.04
48	513	161	1428.61	289.26	177.28			1717.87
49	601	155	1375.37	278.48	170.67			1653.85
50	602	147	1304.38	264.11	161.86			1568.49
51	603	147	1304.38	264.11	161.86			1568.49
52	604	155	1375.37	278.48	170.67			1653.85
53	605	151	1339.87	271.30	166.27			1611.17
54	606	143	1268.89	256.92	157.46			1525.81
55	607	143	1268.89	256.92	157.46			1525.81
56	608	153	1357.62	274.89	168.47			1632.51

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (3 Levy Periods)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Levy
57	G001	328	2910.45	589.31		2436.01		5935.77
58	G002	151	1339.87	271.30		1121.46		2732.63
59	G003	23	204.09	41.32		170.82		416.23
60	G004	78	692.12	140.14		579.29		1411.55
61	G005	72	638.88	129.36		534.73		1302.97
62	G006	242	2147.35	434.79		1797.30		4379.44
63	G007	169	1499.59	303.64		1255.14	2202.20	5260.57
64	G008	292	2591.01	524.63		2168.64		5284.28
65	101	221	1961.01	397.06		1641.34		3999.40
66	102	90	798.60	161.70		668.42		1628.72
67	103	216	1916.64	388.08		1604.20		3908.92
68	104	290	2573.27	521.03		2153.79		5248.09
Totals			**$ 88,733.33**	**$ 17,966.66**	**$ 8,619.41**	**$ 16,131.13**	**$ 2,202.20**	**$ 125,033.32**

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (FOR INTERIM LEVY)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Quarterly Levy
1	201	185	1226.09	249.29	152.78			1475.38
2	202	112	742.28	150.92	92.49			893.20
3	203	112	742.28	150.92	92.49			893.20
4	204	112	742.28	150.92	92.49			893.20
5	205	112	742.28	150.92	92.49			893.20
6	206	112	742.28	150.92	92.49			893.20
7	207	185	1226.09	249.29	152.78			1475.38
8	208	185	1226.09	249.29	152.78			1475.38
9	209	112	742.28	150.92	92.49			893.20
10	210	230	1524.33	309.93	189.94			1834.25
11	211	112	742.28	150.92	92.49			893.20
12	212	112	742.28	150.92	92.49			893.20
13	213	185	1226.09	249.29	152.78			1475.38
14	301	112	742.28	150.92	92.49			893.20
15	302	112	742.28	150.92	92.49			893.20
16	303	112	742.28	150.92	92.49			893.20
17	304	112	742.28	150.92	92.49			893.20
18	305	112	742.28	150.92	92.49			893.20
19	306	112	742.28	150.92	92.49			893.20
20	307	230	1524.33	309.93	189.94			1834.25
21	308	112	742.28	150.92	92.49			893.20
22	309	109	722.40	146.88	90.01			869.28
23	401	185	1226.09	249.29	152.78			1475.38
24	402	112	742.28	150.92	92.49			893.20
25	403	112	742.28	150.92	92.49			893.20
26	404	112	742.28	150.92	92.49			893.20
27	405	109	722.40	146.88	90.01			869.28
28	406	112	742.28	150.92	92.49			893.20
29	407	185	1226.09	249.29	152.78			1475.38
30	408	185	1226.09	249.29	152.78			1475.38
31	409	112	742.28	150.92	92.49			893.20
32	410	230	1524.33	309.93	189.94			1834.25
33	411	112	742.28	150.92	92.49			893.20
34	412	112	742.28	150.92	92.49			893.20
35	413	185	1226.09	249.29	152.78			1475.38
36	501	167	1106.79	225.03	137.91			1331.83
37	502	112	742.28	150.92	92.49			893.20
38	503	112	742.28	150.92	92.49			893.20
39	504	112	742.28	150.92	92.49			893.20
40	505	112	742.28	150.92	92.49			893.20
41	506	112	742.28	150.92	92.49			893.20
42	507	167	1106.79	225.03	137.91			1331.83
43	508	161	1067.03	216.95	132.96			1283.98
44	509	112	742.28	150.92	92.49			893.20
45	510	230	1524.33	309.93	189.94			1834.25
46	511	112	742.28	150.92	92.49			893.20
47	512	112	742.28	150.92	92.49			893.20
48	513	161	1067.03	216.95	132.96			1283.98
49	601	155	1027.26	208.86	128.00			1236.13
50	602	147	974.24	198.08	121.40			1172.33
51	603	147	974.24	198.08	121.40			1172.33
52	604	155	1027.26	208.86	128.00			1236.13
53	605	151	1000.75	203.47	124.70			1204.23
54	606	143	947.73	192.69	118.09			1140.43
55	607	143	947.73	192.69	118.09			1140.43
56	608	153	1014.01	206.17	126.35			1220.18

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/24-31/12/24 (FOR INTERIM LEVY)

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Fund $	Total Combined Quarterly Levy
57	G001	328	2173.82	441.98		1827.01		4442.81
58	G002	151	1000.75	203.47		841.09		2045.32
59	G003	23	152.43	30.99		128.11		311.54
60	G004	78	516.95	105.11		434.47		1056.52
61	G005	72	477.18	97.02		401.05		975.25
62	G006	242	1603.86	326.10		1347.97		3277.92
63	G007	169	1120.05	227.73		941.35	1651.65	3940.78
64	G008	292	1935.23	393.47		1626.48		3955.18
65	101	221	1464.68	297.80		1231.00		2993.48
66	102	90	596.48	121.28		501.31		1219.06
67	103	216	1431.54	291.06		1203.15		2925.75
68	104	290	1921.98	390.78		1615.34		3928.09
Totals			**$ 66,275.00**	**$ 13,475.00**	**$ 6,464.56**	**$ 12,098.35**	**$ 1,651.65**	**$ 93,500.00**

UP4800 RULES

32 Mort Street Braddon 2612

Our Vision for Yamaroshi 4800

Our vision for our building, our home, our place of work is to create a space where health and wellbeing, safety, environmental responsibility, and a strong sense of community are our top priorities. We are committed to building a community that cares about each other and the environment; where everyone feels safe, supported, and valued.

We believe that by focusing on sustainability, we can create a better future for the planet and ourselves. We are dedicated to reducing our environmental footprint by using eco-friendly services and materials, promoting energy efficiency, and encouraging sustainable practices among our owners and occupiers.

At our building, we believe that living well means more than just physical health - it also means having a strong sense of community and connection. We are committed to fostering a supportive and inclusive environment where everyone can thrive, and where our residents and those that work here feel a sense of belonging and connection.

Our Yamaroshi philosophy is rooted in the belief that everything and everyone in our community is interconnected, and that our choices have an impact on our neighbours and the environment. We understand that by taking care of our neighbours, our surroundings, and ourselves we can create a more harmonious and fulfilling way of life for everyone in our building.

Above all, we want our owners and occupiers to love living and working here. We believe that by creating a beautiful, welcoming, and sustainable community, we can provide an exceptional lifestyle experience that meets and exceeds our expectations.

To be adopted at the AGM 2024

UP4800 YAMAROSHI

INTRODUCTION:

These rules have been established for the mutual benefit of all residents, including owners and tenants; in order to ensure the general well-being of all residents and to maximise convenience, comfort, and privacy, certain rules are necessary.

These rules aim to minimise annoyance and provide guidelines for residents and their guests.

They are an integral part of any leasing arrangement between a unit proprietor and a tenant.

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863. You will need to provide the Unit Plan number 4800, address and any other information requested.

UP4800 - Owners Corporation Managing Agents
Bright & Duggan ACT
PO Box 281
Crows Nest NSW 1585

Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

Complaints
A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 4800.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date, and nature of the offence.

UP 4800 RULES

Yamaroshi – 32 Mort Street, Braddon ACT

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 obtained in an ordinary resolution 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.

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.

General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

(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

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

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) An owner is required to submit a request to the Strata Manager in line with the Unit Titles (Management) Act 2011, sections 22 and 23, for use of the common property or any special privilege relating to common property.

* *The use of Common Property must be made using the application form, and available from the Strata Manager.*

1.8 - Hazardous use of unit

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

1.9 - Use of unit—nuisance or annoyance

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

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

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

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

1.10 - Noise

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

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

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

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

1.11 - Illegal use of unit

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

1.12 - What may an executive committee representative do?

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
   (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
   (b) carry out any maintenance required under the Act or these rules;
   (c) do anything else the Owners Corporation is required to do under the Act or these rules.

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
   (a) the executive committee or the representative has given the owner, occupier, or user of the unit reasonable notice of their intention to do the thing; or
   (b) in an emergency, it is essential that it be done without notice.

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

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

1.13 - Seal of the Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—
   (a) the seal must be attached by decision of the executive committee; and

   Note Executive committee decisions must be made by majority vote, or

   by unanimous vote if there are only 2 members of the committee

   (see sch 2, s 2.10).

(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.

(d) the Managing Agent may affix seal in the following instances –

i. reduced quorum meetings notices;
ii. Rules registration documents;
iii. notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
iv. certifications under Section 119 of the Act by the Managing Agent of the Owners Corporation.

1.14 - Recovery of Costs

(1) If the Owners Corporation incurs costs relating to the actions of a unit owner the owner shall be liable to pay the Owners Corporation these costs (for example, insurance excess costs where the claim relates to a maintenance matter within an individual Unit).

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

(3) The costs payable in accordance with subclause (1) shall only be such costs which can be evidenced by written invoice as payable by the Owners Corporation.

1.15 - Commercial Funds

(1) The Owners Corporation will determine Commercial Fund contribution for the operation and upgrade of facilities used by the Commercial Units, 57 to 68, including but not limited to: -

(a) Toilets
- Sanitary bins
- Toilet paper

(b) Commercial waste management services
(c) Commercial cleaning
(d) Commercial lobby upgrades

(2) This contribution will be determined at the Annual General Meeting and will be levied upon Commercial Units 57 to 68 based upon Unit Entitlements (Commercial Contribution divided by total Unit Entitlements for Commercial Units and multiplied by the Unit Entitlements for each Unit).

1.17 – Electric Vehicle Charging Station, Charging E – Bikes & E - Scooters

(1) Contact the Strata Manager for details on the use of the Electric Vehicle Charging Station.

Owners Corporation Managing Agents.
Bright & Duggan ACT
Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

(2) A resident is required to ensure that their e-bikes and e-scooters, along with their lithium batteries and chargers, comply with relevant Australian standards.

(a) Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.

(b) Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
(c) E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
(d) Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
(e) Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

And the addendum as per the attached documents be registered: -

- Construction and Renovation Policy 2024 v1.0
- Short Term Rental Policy 2024 v1.1
- Hazardous and Dangerous Materials in the Basement & Common Property v1.1
- Move In and Move Out Policy 2024 v1.1
- Building Security and Access Control Policy 2024 v1.1

THANK YOU FOR YOUR COOPERATION IN ADHERING TO THESE RULES.

YAMAROSHI
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Construction and Renovation Policy

1. Introduction

The following policy outlines the standards and guidelines for construction and renovation within UP 4800, Yamaroshi and defines the Conditions of the current rule ***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 obtained in an ordinary resolution 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).

This policy has been developed in the interest of maintaining a harmonious and safe environment for all residents and businesses within UP4800 Yamaroshi.

The Conditions set out in this policy are designed to minimise disruption, ensure safety, and uphold the quality of life for the Yamaroshi Community throughout the duration of any construction or renovation projects. Adherence to this policy and Conditions is mandatory for all contractors, tradespeople, and property owners involved in construction or renovation activities within the UP4800 Yamaroshi.

The Owners Corporation of UP4800 acknowledges construction and renovations are necessary from time to time. This policy governs the parameters around construction and renovations undertaken within the UP4800 Yamaroshi. Owners and occupiers undertaking construction or renovation works are expected to abide by this policy and its Conditions ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property.

This policy is incorporated into the UP 4800 “Yamaroshi” Rules. An owner or occupier, failing to undertake construction and renovations in accordance with these Conditions will be subject to infringement as per the UP 4800 “Yamaroshi” Rules.

The terms ‘UP4800 – Yamaroshi’, UP 4800 “Yamaroshi”, ‘Yamaroshi’ refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the construction and renovation Conditions within Yamaroshi as well as responsibilities of owners and occupiers during construction or renovation works.

The primary objectives of this policy are:

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise complaints within the Yamaroshi Community and foster a collaborative environment where Yamaroshi Community members are fully informed of construction and renovation works.
- To establish a framework for managing construction and renovation works that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Category, Condition(s) Name and Description refer to the items set out in the table at point 7. Obligations of Owners and Occupiers undertaking construction and renovations.

5. Scope

This policy and conditions applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and Conditions, and any statutory guidelines or procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi construction and renovations within Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers undertaking construction and renovations

These Conditions underscore our commitment to adhering to community and building standards, and our dedication to the health, safety, and well-being of all residents, workers, and visitors to UP4800 Yamaroshi.

Owners and occupiers are required to strictly adhere to the following Conditions:

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.
General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must

		be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these Conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

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YAMAROSHI
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Application for Use of Common Property

Name:.....

Unit/Apartment or Lot number:.....

Request:.....

.....

In accordance with the UP4800 – "Yamaroshi" Rules 1.7 Use of Common Property:

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) Applications for use of Common Property must be made using this Application for Use of Common Property form from the Strata Manager.

The Executive Committee will provide response to this request within 28 days.

Approval:.....

Date:.....

Date for removal or re-application .....

insideoutside
facility services
Your Building Manager is Siemonne
Onsite between 0700 – 1100 (Mon - Fri)
Contact: 0447213043

bright & duggan
australia's strata leader
27 Torrens Street BRADDON ACT 2612
Ph: 02 6156 3305
customercare@bright-duggan.com.au

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Yamaroshi Short Term Rental Policy

1. Introduction

The following policy outlines the standards and guidelines for short stay accommodation, such as Airbnb or Stayz within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all residents, guests and visitors as well as maintaining the reputation of the Owners Corporation.

The Owners Corporation recognises the right of individual lot owners to lease or rent their units for short stays. However, it also recognises that such activities can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of UP 4800 has developed the following policy to govern the conduct of Short-Term Rental (STR) activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to balance the needs of property owners and residents with the desire of some property owners to generate income through short stay rentals.

The primary objectives of this policy are:

- To promote safety and security for all residents and visitors, including short stay guests.
- To ensure the reasonable enjoyment of the property by all owners and occupiers their visitors and short stay guests.
- To minimise any negative impacts of short-stay accommodation, such as excessive noise, waste, wear-and-tear or damage to common property.
- To avoid or minimise any additional costs to the Owners Corporation attributable to short stay accommodation on Common Property such as cleaning, increased insurance premiums, security, or wear and tear.
- To establish a framework for managing short stay accommodation that is fair and transparent for all property owners and occupiers.
- To contribute to compliance with relevant laws and regulations related to short stay accommodation, codes and safety requirements.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Short-stay accommodation and Short-Term Rental (STR) refers to an apartment in UP4800 – Yamaroshi rented like a hotel or motel, often through an online provider (e.g., Airbnb or Stayz) that may be booked for days or months.

Short-Term Rental Business (STRB) refers to the operation of renting out properties, such as apartments or rooms, for a short period; usually ranging from a few days to a few months, to individuals seeking temporary accommodation. This business model involves offering short-term stays to guests in exchange for payment, and it can be facilitated through various platforms such as Airbnb, Stayz or other platforms providing similar services.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Short-stay accommodation and Short-Term Rental guest (STR guest) refers to the person renting the property from the STRB Operator. This may be an individual or group, and they are expected to follow the rules and regulations set forth by the STRB Operator owner.

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Guest Code of Conduct is a set of guidelines and expectations at **Attachment A**.

The purpose of the guest code of conduct is to ensure that STR guests contribute to a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

5. Scope

This policy applies to all property owners and occupiers who wish to offer and are offering Short-stay accommodation within the property as a Short-Term Rental Business (STRB), either whole or part of the property where the property is rented on a short-term basis with in UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. Where the STRB is operated by a tenant, the owner of the unit and the tenant both have full responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for the Yamaroshi: Short Stay Accommodation includes this policy, the 'Template – Code of Conduct', UP 4800 "Yamaroshi" Rules, "Yamaroshi: Building Security and Access Control Policy" and the *Unit Titles (Management) Act 2011*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Implementation Time

To ensure a smooth transition to the Short Stay Accommodation policy, this section outlines the implementation timeline for existing and new/proposed short term rental businesses.

a) All existing STRB Operators are required to comply with the policy on and from the latter of
   - the date that this policy takes effect and
   - 90 days after the date of the Special Resolution agreeing to the policy.

b) All new/proposed STRB Operators are required to comply with this policy from the date that it takes effect.

8. Obligations of Short-Team Rental Businesses

An STRB Operator in UP4800 Yamaroshi is responsible for compliance with all of the following obligations. If STRB Operator is not the lot owner, the lot owner is responsible for any financial obligations including recovery costs arising from breaches of this policy, and for taking all reasonable steps to ensure compliance with this policy by the STRB Operator.

By operating STRB in UP4800 Yamaroshi the STRB Operator is responsible for meeting all their obligations.

8.1 General

a) The lot owner of a lot operating STRB is accountable to the Owners Corporation for all additional costs attributed to the operation of the STRB, such as variations to insurance, after hours cleaning, emergency call outs and other reasonable costs associated with the STRB;

b) All additional costs attributed to the operation of the STRB will be passed on to the lot owner;

c) The STRB Operator must require guests to comply with the "Guest Code of Conduct" that will include sections related to

1. Safety and security (including keys and access devices);
2. emergency protocols and reporting obligations;
3. controls to limit the risk of unacceptable noise and disturbances;
4. guidance and rules relating to smoking and illicit substances;
5. maximum number of guests for the STR;
6. expectations of use car park facilities;
7. waste management;
8. compliance with all UP4800 "Yamaroshi" Rules in the form of an agreed statement of compliance

STRB Operators may compliance with the Guest Code of Conduct at **Attachment A**, or may create and require compliance with its own Guest Code of Conduct provided that it incorporates all requirements of the Guest Code of Conduct at **Attachment A**.

8.2 Prior to commencing

The STRB Operator will meet all of the following obligations and demonstrate such compliance to the Strata Manager prior to commencing a STRB at UP4800 Yamaroshi. A STRB Operator of an existing STRB when this policy takes effect must meet all of the obligations and demonstrate such compliance by the time that this policy applies to the STRB.

The Strata Manager or EC may require evidence of compliance and the STRB Operator must comply with any reasonable request.

a) The STRB Operator will

1. advise the Owners Corporation when a lot will commence providing Short-stay accommodation services;
2. obtain and provide evidence of approval from the Owner if the STRB Operator is any person other than the Owner of the lot;
3. obtain and provide evidence of approval from the lot Owner of any initial and ongoing increased cost that is likely to result in a variation to Strata

fees, such as increased insurance premiums, and other relevant to costs attributable to the operation of a STRB;

4. provide a copy of their public liability insurance policy as a STRB Operator
5. advise whether the STRB will use Code of Conduct at **Attachment A** or provide a copy of the Guest Code of Conduct to be used by the STRB incorporating those obligations;
6. provide assurance the UP 4800 "Yamaroshi" Rules are available to STR guests prior to their stay;
7. develop a comprehensive security plan that includes measures to protect the building and its residents, including implementation of access control measures, maintenance of any security measures and regular inspections of the premises in accordance with "Yamaroshi: Building Security and Access Control Policy". The security plan must include how access will be provided to STR Guests and the final plan must not include any key boxes or access control mechanisms, which are located on or provide access to common property, without the approval of the Executive Committee;
8. provide the Owners Corporation and the Executive Committee with emergency contact numbers of the STRB provider or their nominated delegate responsible in the event of emergency, serious event or complaint.

8.3 During Operation

a) The lot owner will

1. Pay any costs associated with the Operation of a STRB in accordance with *Unit Titles (Management) Act 2011* and UP4800 "Yamaroshi" Rules.

b) The STRB Operator must:

1. **Ensure STR Guests have access to UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their booking**;

2. **Ensure STR Guest accept UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their stay:** The acceptance either incorporated it into the conditions of their stay or by obtaining guests agreement in another form;

3. **Display the 'Code of Conduct' and 'UP 4800 "Yamaroshi" Rules' in STR:** Both must be prominently displayed made and easily accessible;

4. **Provide 24x7 Availability for emergency or urgent matters:** The STRB Operator or their delegate will be available at all times (24x7) in case of emergency. The STRB Operator or their delegate may also be contacted for

other urgent issues or concerns related to the property or the STR guest's stay;

5. **Respond in a timely manner for non-urgent matters:** They will respond to non-urgent matters raised by the Owners Corporation, their Strata Manager or Building Manager in a timely manner. This includes addressing any concerns or issues related to the STR property or the STR guest's stay, as well as responding to reasonable requests for information or updates,

6. **Comply with laws:** Ensure their STRB complies with all relevant laws related to operating a Short-term Accommodation service or otherwise applicable to the STRB at all times. This includes, but is not limited to, obtaining any necessary permits or licenses required by local or national authorities, and ensuring that the property meets all health and safety requirements.

7. **Limit noise and minimise disturbances:** Guests will be considerate of neighbours and avoid excessive noise or disturbances that may disrupt the peace and quiet reasonable enjoyment of owners and occupiers;

8. **Impose and enforce guest occupancy limitations:** A limitation on the number of guests allowed in the STR. Making sure that guests are aware of these limitations and are informed of the consequences of exceeding them;

   The occupancy limit is to be no more than 6 people, and must also be more than:

   - two guests per bedroom; plus
   - two additional guests if using a sofa bed in a living area.

9. **Implement Safety, Security and Emergency controls:** The STR must be equipped with appropriate and maintained safety and security controls to comply with any relevant laws and regulations, minimise impact to insurance and limit the risk of events occurring. These measures must include use of smoke detectors and fire extinguishers in compliance with any relevant Australian Standard, locks on all doors and windows, and complying with other Policies or requirements in the UP4800 "Yamaroshi" Rules relating to safety, security and emergency controls such as the use of any key safes approved by the Executive Committee, reporting lost or stolen keys and access devices.

   STR guests must be provided:

   - safety information - clear instructions on how to use safety features;
   - key security information - clear instructions on how to secure keys and fobs as well as how to immediately report lost or stolen keys, fobs or access devices;
   - emergency contact information in case of an emergency

   STRB Operators must review safety, security and emergency controls regularly to ensure they remain effective and to address any new security

concerns that may arise or changes to laws, acts and regulations in accordance with 8.3 During Operation b) 6. Compliance with Regulations, Laws, and Acts in this Policy;

10. **Provide Smoking and Illicit Substances controls:** Provide clear guidelines and rules for the STR regarding smoking and illicit substance use. If the STR does not prohibit smoking it must have effective controls to limit smoke drift so as not impact the reasonable enjoyment of owners and occupiers.

    There is a ZERO TOLERANCE towards illegal drugs and illicit substances on the premises; you will ensure STR guests are aware of any guidelines and zero tolerance stance as well as applicable consequences of violating them

11. **Communicate expectations about respecting the Yamaroshi Community:** STR guests are expected to treat all individuals involved in the with courtesy and respect. This includes owners, occupiers and all members of the Yamaroshi Community. STR guests should not engage in any behaviour that may cause harm, discomfort, inconvenience or nuisance to any member of the Yamaroshi Community;

12. **Communicate expectations about respect for Common Property:** STR guests are respectful and will treat common property and associated services with reasonable care. This includes limiting accidental damage and not deliberate damage or acts of vandalism to the property, leaving it in a clean and tidy condition upon departure;

13. **Provide guidance about the use of the car park and parking spaces:** Their STR guests are respectful and will treat the car park and parking spaces with reasonable care. STR guest will drive at a safe speed, park only in designated spots, refrain from blocking other cars, not impede others from accessing vehicles or storage. STR guests will not damage or vandalise any of the parking facilities and should report any damages or issues to the host immediately. STR guests should also dispose of any waste or litter properly and leave the parking area in a clean and tidy condition, including free from oil leaks and other spills;
14. **Provide guidance about Waste Management:** STR guests must dispose of their waste and recyclables in designated areas only. STR guests must follow the waste management guidelines provided by the STRB, including separating recyclables from non-recyclables and properly disposing of any hazardous materials. STR guests must not leave any waste or mess in common areas or outside of designated disposal areas**;**

15. **Report events, issues and damages:** The STRB must report any event that has caused or may cause loss or damage to the Yamaroshi Community to the Stata Manager. Reports must be made to the Strata Manager:
    - **Immediately** if the event
        a. involves the attendance of any emergency services,
        b. causes actual or potential structural damage, including damage to walls, water leaks that have caused or may cause damage to a wall, floor or ceiling,
        c. causes or creates a risk of injury or illness to a member of the Yamaroshi Community, or
        d. involves a security breach or poses a security threat to Yamaroshi, including break ins, theft, vandalism or the loss of keys or fobs; and
    - **within one business day** in any other case.

    During any out of hours or closure period for the Strata Manager, the STRB must contact the Strata Manager using emergency contact details posted in the foyer or elevator, or given by the Strata Manager to owners in writing.

16. **Provide ongoing proof of Public Liability Insurance:** Maintain valid and active public liability insurance policy as a STRB Operator at all times and provide a copy of the certificate of insurance to the Strata Manager

8.4 Post Operation

a) When a deciding to cease the STRB Operator will inform the Strata Manager of
    1. the final day of operation of the STR
    2. any matters relating to outstanding issues.

b) When operations have ceased the STRB Operator will
    1. no longer operate the ceased STR;
    2. ensure the removal of any keys left in authorised key safes;
    3. return to original condition of agreed items on common property, unless an offer to take ownership of the asset is made and accepted by the EC or there is already an agreement in place made with the original request, such as assigning a reset key safe to the Owners Corporation; and
    4. if the STRB intends to recommence operation of the STR – comply with this policy in the same way that it would apply to any new STR.

9. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all Owners, Occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The strata manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the strata manager.

   The strata manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the strata manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the strata manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the strata manager.

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Hazardous Materials in Basement and Common Property Policy

1. Purpose

The following policy outlines the standards and guidelines for the storage and usage of hazardous and dangerous materials in Basement and common property within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all owners and occupiers, visitors, other members of the Yamaroshi Community and the environment.

Owners and tenants of UP48000 Yamaroshi are highly likely to use and own hazardous chemicals, hazardous substances, dangerous substances, dangerous materials, dangerous goods and potentially polluting substances for day to day use for cleaning, maintenance, fuel purposes, employment or other activities.

These include

- Home maintenance and household products
  examples: aerosols (e.g., spray paint, deodorant), alcohols (e.g., ethanol, methanol), adhesives, paints, thinners, matches and lighters, bleach, batteries. fuels, oils, solvents, spirits, and other chemicals
- LPG storage tanks;
- Lithium-ion batteries and other battery-powered equipment or products;
- Some agricultural chemicals such as fertilisers, herbicides and insecticides;
- Other fuels and other accelerants and such as liquid butane, barbeques starters, high proof alcohol and oils;
- Cleaning Chemicals, solvents and similar products.

Incorrect storage, inadequate security, unsafe quantities and unsupervised charging of these materials can pose high risk to the safety, health and wellbeing and reasonable enjoyment of all owners and occupiers, as well as the value and reputation of the Owners Corporation.

Therefore, the Owners Corporation has developed the following policy to provide guidelines and reasonable direction for storage and usage of items within Basements and common property.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to ensure safety and minimise risk to owners and occupiers, visitors and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

The primary objectives of this policy are:

- To establish clear guidelines for owners and occupiers regarding acceptable and permissible storage or placement of items in the Basement and common property areas. By doing so, the policy seeks to help owners and occupiers fulfill their obligations in a manner that promotes safety for all while minimising risk to the Owners Corporation.

- To promote safety and provide reasonable direction to owners and occupiers, and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

- To mitigate risk and the associated negative impacts of storage and usage of hazardous and dangerous materials, substances and good in Basement and common property areas, such as health hazards to people, damage to common property, damage to personal property, increased ongoing costs to insurance premiums and environmental pollution.

- To establish a framework for managing the storage and usage of hazardous and dangerous materials in Basement and common property areas that is fair and transparent for all owners and occupiers, service providers and others in the Yamaroshi Community.

- To contribute to compliance with relevant laws and regulations related to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas, codes and safety requirements.

All owners and occupiers, businesses, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation are expected to fully comply with this policy at all times.

Breaches and violations of this policy may result in actions to recover the costs incurred by the Owners Corporation due to non-compliance, such as cleaning or repairs and may result in reporting to police, fire services and other authorities.

The Owners Corporation and service providers for UP4800 will monitor compliance with this policy.

3. Scope

1. This policy applies to all owners and occupiers, businesses, Short-Term Rental guests, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation as well as any other members of the Yamaroshi Community.
2. This policy applies to all substances, chemicals, materials and goods, the associated risks they may pose based on definitions, relevant laws, best practise, national codes of practice, Australian Standards, and published advice and guidance from Australian Federal and Territory government departments, relevant Acts,
3. Relevant laws, standards and sources of guidance include, but are not limited to
    - Work Safe ACT - worksafe.act.gov.au
    - *Work Health and Safety Regulation 2011 (the Regulation)*
    - *Dangerous Substances Act 2004 (the Act)*
    - Safe Work Australia - safeworkaustralia.gov.au
    - AS 4332—2004: The storage and handling of gases in Cylinder
    - NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
    - AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
    - AS/NZS 3780 Storage and Handling of Corrosive Substances
    - Australian Dangerous Goods Code, 7th Edition (ADG Code)
    - Definitions in the '7. Definitions' section of this policy
4. This policy is intended to complement, and does not replace or supersede any existing laws, regulations, codes of practice, or other applicable requirements. Compliance with this policy does not absolve owners and occupiers and members of the Yamaroshi Community from complying with any other relevant laws or codes of practice, or similar requirements that may apply to the storage and usage of, chemicals, substances and any other goods and materials.

4. Policy Ownership, Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual Special General Meeting held in accordance with Unit Titles (Management) Act 2011.

5. Framework and Review Cycle

The framework for the 'Yamaroshi: Hazardous and Dangerous materials in Basement and Common Property Policy' includes this policy, UP 4800 "Yamaroshi" Rules, *Work Health and Safety Regulation 2011 (the Regulation), Dangerous Substances Act 2004 (the Act),* AS 4332—2004: The storage and handling of gases in Cylinder, NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods, AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids, AS/NZS 3780 Storage and Handling of Corrosive Substances, Australian Dangerous Goods Code, 7th Edition (ADG Code) and the *Unit Titles (Management) Act 2011*

The Act and the Regulations operate together with Part 7.1 of the *Work Health and Safety Regulation 2011* which regulates these substances as 'hazardous chemicals' on the basis of the risks to health and safety arising from their physical properties or health effects. Other types of hazardous chemicals include gases under pressure, flammable liquids, toxic chemicals and corrosive chemicals.

All members of the Yamaroshi Community, whether workers or residents, are expected to behave in a manner consistent with Work Health and Safety laws in their use of common areas, including the storage of materials that may affect common areas or people in them. This approach contributes to compliance for the workplaces operating in Yamaroshi, and is can be used to provide guidance even where it would apply on its terms to residents.

For more information about the requirements contained in Part 7.1 of the Work Health and Safety Regulation 2011, refer to the WorkSafe ACT Hazardous chemicals page.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi

6. Implementation Time

To ensure a smooth transition to the 'Yamaroshi: Hazardous and dangerous materials in Basement and Common Property Policy', this section outlines the implementation timeline for existing and new/proposed owners and occupiers, service providers, other contractors and others this policy applies to.

a) All existing owners and occupiers, service providers, other contractors will be fully compliant with this policy within 48 hours of its effective approval, unless an extension is granted by the Executive Committee;

b) All new owners and occupiers, service providers, other contractors will be fully compliant with this Policy effectively immediately from its' start date.

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7. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include waste rooms, lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Basement or Basement Area refers to all levels below the ground floor of a building or complex, such as lot parking spaces, lot storage units, other storage units and any other area below ground floor.

Hazardous Chemicals
Chemicals are regulated as 'hazardous chemicals' under Part 7.1 of the Work Health and Safety Regulation 2011 (the Regulation) if they present a significant risk to health and safety due to their physical properties or health effects.

The most common types of hazardous chemicals found in the ACT are gases stored under pressure, flammable liquids, toxic chemicals and corrosive chemicals

These requirements also do not apply to fuel, oil and coolant products contained within any part of a system which provides or generates power for operation of a motor vehicle, an item of mobile plant or an appliance approved by the Owner's Corporation (e.g., backup generator, fire extinguisher, etc.).

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-chemicals

Hazardous Substances
Hazardous substances are dangerous. How dangerous depends on the type of substance, what it is made of, the way it enters the body, and the amount of substance that enters the body.

A hazardous substance can be any substance, whether solid, liquid or gas, that may cause harm to you or others.

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-substances

Liquid Petroleum Gas (LPG)
Liquid Petroleum Gas (LPG) is a common fuel source for commonly used for heating and cooking and sometimes in caravans and 4WDs to provide cooling for refrigeration devices.

LPG is a Class 2.1 flammable gas and classified as a Hazardous Chemical and a Dangerous Material.

Subject to AS 4332—2004 The storage and handling of gases in cylinders and NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/liquid-petroleum-gas-lpg-safety

Dangerous Substances
This term refers to goods regulated in the ACT as 'dangerous substances' under the Dangerous Substances Act 2004 (the Act). They include substances that have an explosive effect (explosives) or are a key component in the manufacture of explosive products (security sensitive substances).

Dangerous Goods

Dangerous goods are those that may pose an immediate hazard and risk to people, property and/or the environment.

In general terms a dangerous good for the purpose of this policy if it is listed in the *Australian Dangerous Goods (ADG) Code (Australian Dangerous Goods Code, 2018, Edition 7.7)* within any of the following classes or divisions,

These are:

- Class 1 (explosives)
  examples: fireworks, ammunition, detonators, flares, etc.
- Class 2 (gases)
  examples: oxygen tanks, LPG, butane, propane, lighters, aerosols, etc.
- Class 3 (flammable liquids)
  examples: petrol, diesel fuel, kerosene, ethanol, methanol, acetone, adhesives, paints, gasoline, perfume, some pesticides with flammable solvents, etc.
- Class 4 (flammable solids; substances liable to spontaneous combustion, substances which, on contact with water emit flammable gases)
  examples: matches, magnesium, aluminium powder, sulphur, etc.
- Class 5 (oxidizing substances and organic peroxides)
  examples: Hydrogen peroxide, potassium permanganate, sodium chlorate, ammonium nitrate (common fertilizer), etc.
- Division 6.1 (toxic substances)
  examples: Pesticides, herbicides, cyanide, arsenic, mercury, etc.
- Class 8 (corrosive substances)
  examples: Sulfuric acid, hydrochloric acid, caustic soda, battery acid
- Class 9 (miscellaneous dangerous substances and articles)
  examples: Lithium batteries, asbestos, airbag inflators, dry ice, etc.
  - substances which, on the inhalation as fine dust, may endanger health
  - substances evolving flammable vapour
  - lithium-ion batteries and battery-powered equipment
  - asbestos products
  - substances and articles which, in the event of a fire, may form dioxins
  - some agriculture products such as ammonium nitrate-based fertilizers
  - environmentally hazardous substances not covered by other classes

This list is not intended to be exhaustive. A good may be dangerous because of the risk that it poses, even if that good is not part of the list identified above.

8. Prohibited Items and Activities

This section lists all prohibited items that will not be stored and or will not be used in the Basement, Basement lots and on common property in UP4800 Yamaroshi.

Unless an exception is granted by the Executive Committee

8.1 Items: It is prohibited to store the following in the Basement, Basement lot or on common property

a) Petrol and diesel fuels;

with the exception of petrol and diesel fuel that is

i. stored in a locked jerry can or similar storage container that is secured to the vehicle with a lockable cap

and also, must

ii. be intended to service the vehicle, but not stored on the vehicle with the intention of long-term unused storage

b) Other flammable liquids, such as kerosene, alcohol and lighter fluid;

c) Corrosive substances, such as acids, caustic soda, and bleach;

d) Explosive material, such as fireworks, ammunition and black powder;

e) LPG tanks in accordance to AS 4332—2004;

f) Toxic and Dangerous chemicals, such as pesticides, herbicides, cleaning solvents and methamphetamines;

g) Radioactive materials, such as medical waste;

h) Asbestos-containing material;

8.2 Activities: It is prohibited to use electrical outlets in the Basement or on common property to charge/re-charge Lithium-ion batteries and battery-powered equipment, with the exception of charging a vehicle using the common property EV Charging station.

9. Exemptions

Use or storage of items and activities listed as "Prohibited Items and Activities" in section 8 are strictly prohibited unless an exception is granted by the Executive Committee.

It is the responsibility of all members to comply and to seek approval from the Executive Committee prior to engaging in any prohibited activity or bringing any prohibited item onto the premises.

Safety will be the primary consideration in any decision by the Executive Committee to approve, or not to approve, the use or storage of hazardous and dangerous materials on common property, or where it might impact common property.

10. Responsibilities and Obligations

By adhering to the reasonable direction of these responsibilities, Owners, Occupiers and service providers will help to ensure the health and safety of all persons, while also minimising the risk of damage to the Common Property, private property and impacts to the value and reputation of UP4800 Yamaroshi.

10.1 Owners and Occupiers

For all Hazardous Substances, Hazardous Chemicals, Dangerous Substances, Dangerous Goods, Owners and Occupiers will:

a) **not store or leave any items in Basement or on Common Property** such as walkways, lobbies, fire stairs and waste rooms

b) **not charge any items in the Basement or common property with out approval** from the Executive Committee, such as Lithium-ion batteries and battery-powered equipment.

c) **not store prohibited items or engage in prohibited activities** in their Basement lot entitlement and on Common Property

d) **comply with relevant laws and regulations** and meet applicable codes and safety requirements for all items stored in their Basement lot, including but not limited to

- AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
- AS/NZS 3780 Storage and Handling of Corrosive Substances
- AS 4332—2004 The storage and handling of gases in cylinders
- NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
- Dangerous Substances Act 2004 (the Act)
- Dangerous Substances (General) Regulation 2004
- Dangerous Goods (Road Transport) Act 2009

e) **disclose to the Owner Corporation if they intend to store Hazardous Chemicals, Hazardous Substances, Dangerous Substances or Dangerous Goods prior to storing** by notifying the Strata Manager, such as disclosing Class 1 to 9 and Division 6.1 items;

f) **not store quantities or combinations that pose greater than a low risk** to health and safety of people, may result in damage to common property, private property or impact the value and reputation of UP4800 Yamaroshi;

g) **pay for any once off and ongoing additional costs related to storing such items** in their Basement lot, such as adjustment to fire control systems, protective equipment, spill kits and increases to insurance premiums;

h) **follow the warnings, instructions and expiration dates provided by the manufacturer** such as storage requirements (e.g., maximum temperature, keep away from other chemicals, etc.), disposal instructions, etc.

i) **ensure items that are stored securely** within their lot entitlement and with adequate security controls so as to

   i. not pose a risk to the safety, health and security of others;

   ii. limit the risk to damage to common property and other lots to rare/low;

j) **not impede fire management systems** protecting the Basement, such as solid covers on top of storage cages

k) **not store any such items in any additional storage systems in their lot that does not have an open or grated top** to enable fire systems to perform their function should an event occur

l) **ensure any such items are accurately labelled with appropriate warnings and storage instructions**

m) **regularly inspect stored items** to ensure that they are in good condition and not leaking or causing damage;

n) **notify the Owners Corporation of any issues or events immediately,** such as spills or leaks of hazardous or dangerous materials in the Basement;

o) **hold relevant licenses, obtain necessary approvals and permits, where approvals and permits are required the approval from the Executive Committee is also required prior to storing** in Basement lot

p) **maintain relevant licenses, approvals and permits**

q) **store items within the unit's allotment in the Basement so they do not block access ways, emergency exits or cause nuisance to other owners and tenants**;

r) **have any necessary spill kits, support materials and any other controls that are appropriate for the volume and type of substances stored**

s) **ensure that all waste or materials are disposed of compliantly**, such as items that require special disposal are disposed of properly, in accordance with relevant laws and regulations;

t) **comply with any requests to remove items or address issues where in breach of this policy immediately** by the Building Manager, Strata Manager or Executive Committee;

u) **undertake preventive, detective and corrective actions. Where the owner or occupier is unable to comply in a reasonable time or immediate action is required** the Owners Corporation will take appropriate and timely action to protect lives, common property and other obligations responsibilities in accordance to *Unit Titles (Management) Act 2011;*

v) **be accountable for any loss, damage and actions required from breaches of this policy, the owner will be invoiced for costs incurred by the Owners Corporation.**

11. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all owners, occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The Strata Manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the Strata Manager.

   The Strata Manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the Strata Manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the Strata Manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the Strata Manager.

YAMAROSHI
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Move in Move Out Policy

1. Introduction

The following policy outlines the standards and guidelines for move ins and move outs, (MIMO) of Yamaroshi, UP 4800.

This policy has been developed because MIMOs require access to common property.

The Owners Corporation recognises MIMO within Yamaroshi can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of 4800 has developed the following policy to govern MI/MO activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the safe and secure use of common property during a MIMO as well as maintaining the reputation of the Owners Corporation.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as breakages, theft; and
- To establish a framework for managing MIMOs that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Move In – Move Out Rules and Procedure Form refers to the form provided by the building manager or strata manager that must be completed by the owner or occupier moving in or out of Yamaroshi.

Removalist/s refers to the person/s or company providing the removal service of personal property in or out of the building.

5. Scope

This policy applies to all owners and occupiers who MIMO of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi MIMOs includes this policy, the 'Move In Move Out Rules and Procedure Form, UP 4800 "Yamaroshi" Rules, Yamaroshi: Building Security and Access Control Policy and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers moving in and out of Yamaroshi

Owners and occupiers are obligated to:

- Complete and abide by the Move In – Move Out Rules and Procedures Form and abide by the UP 4800 Rules;
- Acknowledge that failure to abide with the Yamaroshi Move In – Move Out Rules and Procedures will result in infringement notice to the owner and occupier;
- Acknowledge the liability for any loss resulting from a security breach during the MI/MO due to the failure to secure the building at all times during or following the move. The building front doors must not be left unsecured at any time and recovery for loss or damage will be made pursuant to paragraph 31(1)(a and b) of the *Unit Titles (Management) Act 2011*;
- Take responsibility of the removalist/s at all times while they are on Yamaroshi Common Property, including not causing nuisance to the Yamaroshi Community during the MIMO; and
- Meet the full cost of damage caused by removalist/s.

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Move In - Move Out Procedures
-FORM-

- The owner or occupier agrees to abide by the UP4800 Yamaroshi Move In – Move Out (MIMO) Procedures;
- No moves between 7-10am and 4-6pm, unless Building Manager approval is provided;
- The owner or occupier agrees to take responsibility of the removalist/s at all times while they are on Yamaroshi property;
- The owner or occupier is liable for the full cost of loss or damage caused by removalist/s or security breach as a result of the move, pursuant to paragraph *31(1)(a); and (b) of the Unit Titles (Management) Act 2011*;
- The owner or occupier agrees that removalist trucks will not block the driveway under any circumstances;
- The owner or occupier agrees removalist/s will bring all items through the front doors only. Both front doors may be opened for the MIMO and must be secured between loads, and secured by the owner or occupier following the move;
- The owner or occupier agrees they are liable for any loss resulting from security breaches from failure to secure the front doors during or following their MIMO;
- The owner or occupier agrees they or the removalist/s will not cause nuisance to other residents for the duration of the move, including:
    - The lobby will not be blocked,
    - The side door will not be used for moving purposes,
    - Fire exits will not be blocked,
    - The driveway will not be blocked,
    - The lift will only be locked for the period of time taken to pack and unpack the lift,
    - The removalist, the owner or occupier will ensure the building is secure between MIMO loads; and
    - Removalist/s will:
        - Not prevent residents from using the lift,
        - Pack items to the right side of the lift in the lobby,
        - Lock and pack the lift, and
        - Relocate the lift to the residential floor and lock to unpack lift allowing residential use between loads;
- The owner or occupier will take responsibility for the lift key and will inform removalist the lift key must be used. **Lift doors must not be held open under any circumstances.** The owner or occupier will be responsible for lift faults caused as a result of the move. CCTV is used in the building;
- The owner or occupier will return the lift key to the Building Manager or place it in the **Lift Key Return Box** located on level 1 on the day of, or day following the move, Failure to return the Lift Key will result in a charge for replacement by the tenant or the lot owner pursuant to paragraph *31(1)(a); and (b) of the Unit Titles (Management) Act 2011*;
- **Replacement lift key can cost up to $300,**

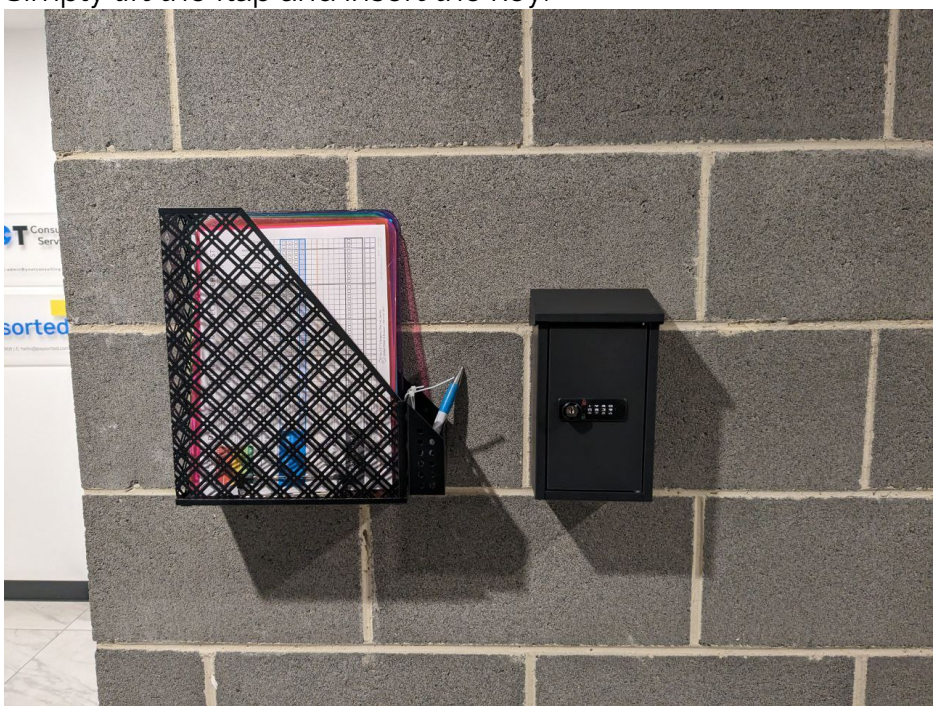
Building Manager: SIEMONNE 0447 213 043

- The owner or occupier acknowledges the Building Manager will assess Yamaroshi common area for damage before and following the move; and
- The owner or occupier agrees to ensure the removalist abides by these UP4800 Yamaroshi Move In – Move Out Procedures.

Instructions for Person Using the Lift Key

Returning the Key

After using the lift access key, return it to the drop box on Level 1.
The key return box is located on the wall next to the women's bathrooms
Simply lift the flap and insert the key.



Accessing Level 1 Outside Business Hours (between 0700 – Midnight any day)

If returning the key outside business hours Use the fire stairs to access Level 1.
Your waste room code grants ground floor access.
Proceed up the stairs to Level 1, using the access code [113872] on the key pad in the stairwell on Level 1.
Find the key box in the wall next to the women's bathroom.

Replacement Cost

Be aware there is a charge of approximately $300 for a replacement key if the original is not returned.

Ensure to respect the common property, maintain cleanliness, and secure all accessed doors. Your cooperation is appreciated to maintain a smooth operation for move-ins and move-outs.

Building Manager: SIEMONNE 0447 213 043

YAMAROSHI
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FORM to be kept by Building Manager

Owner / Occupier full name:.....

Apartment Number:.....

Removalist Company Name:.....

Removalist Company Onsite Contact Name:.....

Removalist Company Contact Number:.....

Move date / time:.....

Lift key number:.....

Lift key collected date / time:.....

Building Manager name / signature:.....

Owner / Occupier signature:.....

Damage assessment report:

.....

.....

.....

Lift Key returned date:.....

Building Manager signature / date:.....

Owner / Occupier signature /date :.....

Building Manager: SIEMONNE 0447 213 043

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Yamaroshi Building Security and Access Control Policy

1. Introduction

The following policy outlines the standards and guidelines for building security and access device control of Yamaroshi, UP 4800.

This policy has been developed because Keys and Access Devices provide access to Common Property as well as individual units.

The Owners Corporation acknowledges building security and the care for Keys and Access Devices is a shared priority. Owners and occupiers are expected to abide by this policy ensuring the Yamaroshi Community experience safety and security within the building.

The Owners Corporation of Yamaroshi UP 4800 has developed this policy to govern building security and access control measures ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to secure Keys and Access Devices in accordance with these guidelines will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the building safety and security as well as responsibilities of owners and occupiers as well as maintaining the reputation of the Owners Corporation.

Security breaches may result in theft or damage to property and may require measures such as locks being changed to avoid the risk of further loss. The Owners Corporation will pass on any costs to the owner of the relevant unit where those costs are attributable to an owner or occupier. Breaches of this policy will be taken as actions attributable to the owner.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as theft or damage, and;
- To establish a framework for managing building security and Access Devices that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Keys refer to the restricted individual unit key that also accesses Common Property.

Access Devices refers to garage fobs, proximity cards and other electronic devices that provides access to the building.

Waste Room Codes refers to the unique code provides to every owner and occupier. Waste room unique codes are changed if a owner or occupier joins Yamaroshi.

5. Scope

This policy applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi building security and the use and storage of keys and access devices to Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers for Yamaroshi Keys and Access Devices

Owners and occupiers are required to:

- Keep Keys and Access Devices in a secure location. Keys and Access Devices **must not be left in letterboxes or the basement** under any circumstances;
- Not allow any person to tailgate into the building;
- Deny access to the building if an unknown person contacts you through the security system;
- Ensure all doors (including garage and waste rooms) are secured following entry or exit;
- Short term rental Keys and Access Devices **can only be left in an Executive Committee approved key safe,** which is bolted to the common area wall inside the lot letterbox. Refer to the UP 4800 "Yamaroshi" policy for Short Term Rentals
- Not share individual Waste Room codes with others; and
- Provide notice immediately to the Strata Manager upon realising that a Key or Access Device has been lost or stolen. The owner or occupier will provide all reasonable assistance to the resolution of any resulting security risks.

The Owners' Corporation uses CCTV to identify security breaches and may use footage to identify the parties responsible for any breach.

Obtaining additional keys or fobs

Keys and or Access Devices for Yamaroshi lots can only be issued with the permission of the Owners Corporation, administered by the strata manager.

The strata manager may require reasons as to why additional Keys or Access Devices are required, and may refer requests to the Executive Committee.

Waste Room Unique Codes

Each owner or occupier will be provided a unique code for access to the residential or commercial waste rooms. This code will also provide access to the ground floor fire stair door and first floor commercial bathrooms as appropriate. Unique codes must not be shared or passed to new owners or occupiers. Owners or property managers may apply to the Executive Committee for additional unique codes to that of the occupier. All new owners or occupiers must request their unique code from the Executive Committee or through the Strata Manager.

Lost or stolen Keys or Access Devices

If a Key or Access Device is lost or stolen, the owner or occupant responsible for that key or Access Device must notify the strata manager **immediately.**

Failure to notify the strata manager will result in a breach of the UP 4800 "Yamaroshi" Rules. Penalties apply

The strata manager will notify the Executive Committee of the Owners Corporation. The owner or occupier must provide as much information as possible relevant to the loss or theft and the risk arising from the loss of the Key or Access Device such as:

- When the person identified that the Key or Access Device had been lost or stolen;
- When the Key or Access Device was last used or known to have been in the person's possession; and
- Where the Key or Access Device may have been lost or stolen

Following notification that a Key or Access Device has been lost, the Executive Committee may, in its discretion, arrange for new locks or door mechanisms. Where the Executive Committee determines that it is necessary to replace or reprogram Keys, locks, Access Devices or door mechanisms, the Executive Committee:

- Will notify owners and occupiers as soon as possible.
- Will provide information to owners and occupiers about the steps being taken, and any steps required of the owners or occupiers.

- May invite owners or occupiers to agree to the Owners' Corporation to arrange replacement locks, issue Keys or enter into other arrangements with respect to units under section 29 of the *Unit Titles (Management) Act 2011* (ACT).
- Will raise a debt to recover the costs of the replacement or reprogramming, against:
    - The owner or occupant of the unit who lost the Key or Access Device or from whom it was stolen, or who was responsible for any breach of this policy; and/or
    - A person who agreed to the Owners' Corporation arranging works to be undertaken on their unit, pursuant to section 30 of the *Unit Titles (Management) Act 2011*.

bright & duggan

australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 4800

32 Mort Street, BRADDON, ACT, 2612

Meeting Date:	Thursday 9 January 2025
Address:	Online only
Present:	Ssu Y Hwang (Lot 10) Electronic vote Ms Sandra-Lea Warnock (Lot 36) Electronic vote Mr T Fletcher (Lot 54) Electronic vote Ms Alexandra Elliott (Lot 64) Electronic vote Mr Andrew Cunich (Lot 65) Electronic vote
In attendance:	Virginia Sinlao Bright & Duggan
Chairperson:	
Apologies:	
Quorum:	

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 4800 YAMAROSHI approve to renew the insurance period 7th of January 2025 to 7th of January 2026 with one (1) of the following alternatives as per the renewal documentation attached to this notice. The first alternative policy terms are those as recommended by the insurance broker.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to 10:00am on 6th of January 2025 we will process the renewal with the recommended insurer CHU Underwriting Agencies 12-Month Policy for the premium of $95,949.99 including GST.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date if a Committee resolution has not been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below and refer to the Broker's Advice for a detailed analysis:

Insurer	Building Sum Insured	Property Excess	Period of Insurance	Total Insurance Costs Payable (Inc. CGU W/Comp)
CHU Underwriting Agencies	$ 41,674,500	$ 5,000	12 Months	$ 95,949.99
CHU Underwriting Agencies	$ 41,674,500	$ 5,000	6 Months	$ 47,894.32
Axis Underwriting Services	Declined to provide a quotation as the Building sum insured exceeds insurer capacity			
Longitude Insurance	Declined to provide a quotation due to the outstanding defects			
Strata Unit Underwriters				
Flex Insurance	Approached, however did not provide a response. Please note Flex declined to quote last renewal due to the claim's history and outstanding defects			
Insurance Investment Solutions	Approached, however did not provide a response			
Strata Community Insurance				

In line with the Strata Community Association Best Practice Guide on Insurance Disclosure, developed based on Strata insurance renewals: standard practice, Trowbridge, John. (2022) Independent Review of Strata Insurance Practices – Phase 1, we advise the following in relation to the total Insurance Premium payable.

INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	CHU Underwriting Agencies (12 Month Terms)	CHU Underwriting Agencies (6 Month Terms)
Building Sum Insured	$ 39,690,000	$ 41,674,500	$ 41,674,500
Base Premium (includes commission if applicable)	$ 59,243.59	$ 85,291.61	$ 42,295.29
ESL or FSL* (Government Levies)	$ 0.00	$ 0.00	$ 0.00
Stamp Duty	$ 0.00	$ 0.00	$ 0.00
Underwriting Agency Fee	$ 105.00	$ 150.00	$ 150.00
Broker Fee	$ 1,331.00	$ 1,530.65	$ 840.00
GST** All Items	$ 6,067.96	$ 8,697.23	$ 4,328.53
Total Insurance Cost** (Incl GST)	$ 66,747.55	$ 95,669.49	$ 47,613.82
Commission ** (Included in Base Premium)	$ 11,848.72	$ 17,058.31	$ 8,459.05
Allocation of remuneration			
Strata Manager** (ex GST)	$ 10,367.63	$ 16,205.39	$ 8,036.10
Broker** (ex GST)	$ 2,812.09	$ 2,383.57	$ 1,262.95
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.		
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd		
Total Insurance Remuneration** (ex GST)	$ 13,179.72	$ 18,588.96	$ 9,299.05

*ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax
** Please note the final insurance costs payable may be subject to minor rounding variances of up to $1.00. This variance is due to standard rounding processes applied during the calculations for GST, Fees and Government Duties.

CGU WORKERS COMPENSATION INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	CGU Workers Compensation 2024 - 2025
Base Premium (includes commission if applicable)	$ 250.00	$ 250.00
ESL or FSL* (Government Levies)	$ 5.75	$ 5.00
Stamp Duty	$ 0.00	$ 0.00
Underwriting Agency Fee	$ 0.00	$ 0.00
Broker Fee	$ 0.00	$ 0.00
GST* All Items	$ 25.58	$ 25.50
Total Insurance Cost (Incl GST)	$ 281.33	$ 280.50
Commission (Included in Base Premium)	$ 12.50	$ 12.50
Allocation of remuneration		
Strata Manager (ex GST)	$ 10.94	$ 11.88
Broker (ex GST)	$ 1.56	$ 0.63
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.	
Best Interest Declaration	In preparing this broker advice, Body Corporate Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd	
Total Insurance Remuneration (ex GST)	$ 12.50	$ 12.50

1.1 Insurance Renewal Insurer Alternative 1 - 12-Month Policy

Lost that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4800 YAMAROSHI approve the recommended insurer **CHU Underwriting Agencies and CGU with a total premium payable of $95,949.99 including GST.**

Motion DEFEATED.

VOTES	FOR : 1	AGAINST: 4	ABSTAINED: 0

1.2 Insurance Renewal Insurer Alternative 2 - 6-Month Policy

Resolved that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4800 YAMAROSHI approve the insurer **CHU Underwriting Agencies and CGU with a total premium payable of $47,894.32 including GST.**

Motion CARRIED.

VOTES	FOR : 5	AGAINST: 0	ABSTAINED: 0

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4800

bright & duggan

australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 4800

32 Mort Street, BRADDON, ACT, 2612

Meeting Date:	Thursday 29 May 2025
Time:	05:30 PM due to reduced quorum 6:04 PM
Address:	https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 484 167 757 46 Passcode: gS3Aq7Kf --- Dial in by phone +61 2 7208 4885,,14514958# Australia, Sydney Phone conference ID: 145 149 58#
Present:	Yuan Chen (Lot 6) Owner present (pre-voted) James Joseph English & Lauren Jane Moore (Lot 11) Owner present Matthew Thomas Harcourt-Cooze (Lot 32) Owner present (pre-voted) Anthony Charles Warnock & Sandra Lea Warnock & Aimee Warnock (Lot 33) Owner present (pre-voted) Anthony Charles Warnock & Sandra-Lea Warnock (Lot 36) Owner present (pre-voted) William Bannear (Lot 40) Owner Present Kathryn Anne Ross (Lot 55) Owner present Amit Pratap & Promila Pratap (Lot 60) Owner present (pre-voted) Virginia Sinlao representing Bright & Duggan
By proxy:	Soo Hyeon Choi (Lot 27) nominate Sandra Warnock Lot 36 Heath Gregory Penwill (Lot 52) nominate Chairperson Troy Arthur James Fletcher (Lot 54) nominate Sandra Warnock Lot 33

Mike Yang as trustee for Ray Trust (Lot 63) nominate Allen Chen/Greg Moore

Absentee voters:

Damian Matthew Doyle (Lot 2) Electronic vote
Vincent Terrence Mamo & Briony Louise Mamo & Catherine Lynne Mamo (Lot 29) Electronic vote
Xinghua Mai (Lot 37) Electronic vote
Richard Rowe (Lot 49) Electronic vote
Richard Barry Wallace & Alison Wallace (Lot 50) Electronic vote
Elliot Braddon Holdings Pty Ltd & Gray Braddon Holdings Pty Ltd (Lot 64) Electronic vote
ASREN SMSF Pty Ltd (Lot 65) Electronic vote
Superatreya Property BT Pty Ltd as bare trustee for Superatreya Pty Ltd as trustee for Superatreya Superannuation Fund (Lot 68) Electronic vote

Chairperson:

SANDRA-LEA WARNOCK

Apologies:

Heath Penwill (Lot 52)
Troy Flecther (Lot 54)
Alexander Elliott of Elliott Braddon Holdings Pty & Gray Braddon Holdings Pty Ltd (Lot 64)

Quorum:

A quorum not achieved

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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: 4800

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Thursday, 29 May 2025

Tick applicable box, or both boxes if applicable:

☑ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 - Reduced quorum decisions

If there is insufficient space here, tick ☑ and attach details to the notice
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Thursday, 29 May 2025

A4 - Owners corporation declaration

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

Seal affixed: Wednesday, 11 June 2025

Signed | Name: Virginia Sinlao

Title: Strata Manager

THE OWNERS - UNITS PLAN No. 4800 Common Seal

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

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

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).

Motions

1. Election of Chair

That the Owners Corporation of Units Plan 4800 elect a member to preside as Chairperson at this meeting.

Sandra Warnock chaired the meeting, as the Chair of the 2024/2025 Executive Committee.

2. Acceptance of Proxies

That the Owners Corporation of Units Plan 4800 consider accepting the nominated proxies, acknowledge the absentee votes, and apologies received prior to the start of the meeting.

The nominated proxy was acknowledged as presented.

3. Executive Committee Chairperson's Report - Acknowledgement

The Chairperson's report is attached, which offers a comprehensive summary of the actions and determinations made by the Executive Committee for the 2022/2023 term on behalf of the Owners Corporation of Units Plan 4800.

4. Minutes

Motion 1: That the minutes of the last annual general meeting held on 18 June 2024 of the Owners Corporation of Units Plan 4800 be adopted as a true and accurate record of the proceedings of that meeting.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 0	ABSTAINED: 1
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

5. Audit Acknowledgement (Previous Year)

The Executive Committee of Units Plan 4800 undertook the 2024 audit to ensure that all practices and processes have been carried out correctly.

Acknowledged.

6. Financial Statements

Motion 2: That the attached statements of key financial information of Units Plan 4800 for the financial year ending on 31/12/24 for the administrative fund, the sinking fund and any other fund held by the Owners Corporation, be adopted.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 0	ABSTAINED: 1
Absentee VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 0

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7. Financial Audit

Motion 3: That the Owners Corporation of Units Plan 4800 authorises the Executive Committee to obtain an audit for the 2025 Financial Statement for the year ending 31 December 2025 and this will be displayed as an annual budgeted item.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

8. Invest Sinking Fund

Motion 4: That the Owners Corporations for Units Plan 4800 authorises the Executive Committee to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

Manager's note: During the meeting, a question was raised regarding why the Owners Corporation solely invests in Term Deposits rather than Bonds or Asset-Backed Securities (ABS). Investing in Bonds carries financial risks that could compromise the Owners Corporation's ability to meet operational obligations and maintain common property. Bond prices are subject to fluctuations due to interest rates and market conditions, which introduces a higher level of risk. In contrast, Term Deposits provide a straightforward investment option with a fixed interest rate for a designated term, ensuring greater stability for the Owners Corporation. It is recommended that if the Owners Corporation intends to pursue other forms of investments, it should obtain legal advice, as this relates to legislation outside of unit titles.

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9. Insurance Certificate - Acknowledgement

That the current insurance of the Owners Corporation for Units Plan 4800, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0000023535	CHU Underwriting Agencies	07 Jul 2025	BUILDING	$41,674,500.00
			PUBLIC LIABILITY	$30,000,000.00
			COMMON AREA CONTENTS	$416,745.00
			LOSS OF RENT	$6,251,175.00
			FIDELITY GUARANTEE	$250,000.00
			VOLUNTARY WORKERS	$200,000.00 / $2,000.00
			OFFICE BEARERS	$5,000,000.00
			GOVERNMENT AUDIT COS	$25,000.00
			WH&S APPEAL EXPENSES	$100,000.00
			LEGAL EXPENSES	$50,000.00
			LOT OWNERS IMPROVEME	$250,000.00
			FLOOD	Insured
TOTAL PREMIUM: $47,613.81				

Excess Refer to policy.

Acknowledged.

10. Insurance Valuation Acknowledgement

The Owners Corporation for Units Plan 4800 obtained a building valuation for insurance purposes, noting the previous valuation from QIA Group Pty Ltd was prepared on 21/3/23, and authorises the Executive Committee to adjust the sum insured in accordance with the renewal and for the managing agent to adjust as instructed.

Manager's note: The meeting agreed that the insurance valuation will be resolved at the next Annual General Meeting (AGM) to determine whether to obtain a new valuation or adjust the sum insured for the renewal.

11. Insurance Renewal

Motion 5: That the Owners Corporation of Units Plan 4800 resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;
2. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

12. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 4800 have no new or outstanding Insurance Claims.

Acknowledged.

13. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 4800 have an outstanding maintenance issue.

- Regarding building defect issues with the builder, the review process is still ongoing, as our independent structural engineer, Mal Wilson, is awaiting the executed work plan to be provided. Without this document, he is unable to finalise his assessment of the completed work. - attached the relevant report along with the builder's response to this matter.
- Cladding, where the black faced aluminium composite panels containing 27% Polyethylene installed forming a parapet capping to the level 1 balconies on the western elevation shall be removed and replaced with a product deemed non-combustible. - attached is the Black ACP to be replaced
- Lot 57 needs to perform repairs to the common property due to damage caused during the initial fit-out. Images have been provided displaying the damage, including holes in the common property's bin enclosure and other affected areas. The unauthorised works carried out on the common property include damage to the concrete slabs with multiple cores drilled, significant plumbing installed in the waste rooms below the tenancy, as well as cores and plumbing works connected to common property in the basement, and damage to the wall above the waste rooms where a hot water service was installed.

The meeting acknowledged the maintenance issues listed and will address them in the first Executive Committee meeting.

14. Maintenance Plan

Motion 6: That the Owners Corporation of Units Plan 4800 resolves to adopt the current building maintenance plan, from QIA Group Pty Ltd, that was prepared on 22/10/21.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

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15. Sinking Fund Plan - Adopt

Motion 7: That the Owners Corporation for Units Plan 4800 resolves to adopt the current Sinking Fund plan, effective from the first date of the next financial year; and to delegate to the strata committee the authority to instruct the managing agent to undertake any functions, as outlined in the strata management agency agreement (additional services schedule), that are necessary for the implementation of the required funds.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

16. The Tenant of Lot 63, Unit G007 requested to propose their preventative, detective, and corrective controls necessary to ensure effective cleaning services during weekend trade.

Introduction

Lot 63, Unit G007 of the Yamaroshi Complex is owned by Mr Mike Yang, which has been leased to Volstead Repeal (**Volstead**) a whisky and cocktail bar, since February 2022. Volstead trade Sunday to Thursday from 5pm – 12am and Friday to Saturday from 5pm-1am.

At the Annual General Meeting (**AGM**) on 18 June 2024, the Owners Corporation (**OC**) resolved on motion 9, to determine the expenditure of $6,006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends (**Cleaning Levy**). The additional weekend cleans are carried out on a Saturday morning.

Because Volstead are the only commercial occupant open on weekends, the effect of the resolution is that Mr Yang must bear the entire cost of the Cleaning Levy (which is passed onto Volstead pursuant to the terms of its Lease). Accordingly, on 5 July 2024, the OC issued a Levy Notice pursuant to the *Unit Titles (Management) Act 2011 (ACT)* in the amount of $10,530.22 to Mr Yang. The levy comprised the ordinary levies for the Complex, but also applied an amount of $2,292.20, being the Cleaning Levy for the period 1 May 2024 to 31 August 2024.

On 26 February 2025, Volstead met with the Executive Committee (**EC**) and Strata Manager for the Complex to discuss alternative solutions to address facility maintenance of the Common Property toilets in absence of the Cleaning Levy. Namely, for Volstead to assume responsibility for weekend cleaning in the place of a third-party provider, eliminating the need for the Cleaning Levy.

The purpose of this document is to outline Volstead's proposed preventative, detective, and corrective controls necessary to ensure effective cleaning services during weekend trade, and for the OC to consider and vote on the motions proposed by Volstead in respect of the same.

Submissions:
Prior to the Cleaning Levy, the cleaning of the Common Property toilets over the weekend trade was dealt with on an ad hoc basis. That is, a third-party provider would be engaged when an incident arose or required a professional cleaning service.
The Cleaning Levy is $6,006 per annum, which equates to 32.4 - 48.1 cleans over the course of the year. Comparatively, ad hoc cleans have only typically cost between $137 to $225 per clean (attachment A), and in the period between 2023 and 2025, only three invoices in relation to additional cleaning were raised with Volstead. This means the average annual cleaning cost was around $181, being $5,815.20 less than the Cleaning Levy.
We understand that the Cleaning Levy was introduced in response to concerns of the OC surrounding the cleanliness of the common property toilets over the course of weekend trade. However, the costs associated with the Cleaning Levy are, with respect, disproportionate to the OC's concerns, and premature in the circumstances, given:

1. only three incidents have been raised with the Volstead since its lease commenced on 1 July 2021;
2. on each occurrence, Volstead were agreeable to incurring the cost of additional ad hoc cleaning services required to rectify the incidents;
3. the Cleaning Levy was raised without consultation;
4. Volstead have not been provided with a reasonable opportunity to identify, rectify and manage the cleanliness issue prior to the raising of the Cleaning Levy; and
5. The Cleaning Levy is a significant cost for a comparatively small business.

Volstead's primary concern with the Cleaning Levy is that the cleaning services are provided on a Saturday morning, which does not seem to take into consideration that Volstead also trade on Saturday and Sunday from 5pm. Accordingly, cleaning prior to the conclusion of the weekend seems to be an inefficient use of the Cleaning Levy and does not actually effectively address the issue or concerns of the OC.

Cleaning Control Measures and Action Plan
Volstead propose to introduce new procedures as part of close on weekends, which includes:

1. **Inspection and Cleaning Scope**: During and following weekend trade, the following procedures have been adopted:

a. During trade, Volstead staff are required to inspect the hallways leading to the toilets, and the toilets themselves and take photos and document the state and condition of the same;
b. Volstead staff will rectify/clean any mess or issues identified (including overflow of waste paper bins in the toilets) during trade;
c. Volstead have engaged a third party cleaner to undertake end of night cleans on Friday and Saturday; and
d. Volstead staff are required to refer any mess or issues identified, and cannot be easily rectified during trade, to the end of night cleaner for action.

2. **Tracking & Accountability**: Our staff inspect and take photos of the state of the hallway leading to the toilets, and the toilets themselves, and rectify any mess or issues identified during the inspections. As part of the inspection, a checklist (**attachment B**) is completed by the staff, and pictures taken during the inspection saved to Google Drive.

3. **Prevention Measures** – Volstead Repeal is one of the most highly awarded venues in Canberra, and we take our Responsible Service of Alcohol commitments very seriously. The majority of issues we've encountered relate to patrons *unable* to navigate to the bathrooms due to the complexities of the process of getting to the bathrooms. We believe additional signage and providing handouts to customers will aid in better navigation to the bathrooms and could help reduce the likelihood of further incidents.

4. **Incident Response** – The nightly inspections will ensure that incidents are resolved in a more timely fashion than the current solution in place, where issues remain unidentified or unresolved for several hours. Nightly inspections will ensure that issues are identified by no later than end of service each night and are resolved immediately, or by the cleaners on the same night.

5. **Exceptional Cleaning Requirements** – Although we are not aware of any special or limited access cleaning equipment utilised by the current OC's cleaners, any issues not adequately addressed by our staff and/or our cleaner will be notified to the Building Manager and/or representatives of the EC for out-of-scope cleaning to be undertaken, for which we will readily bear the additional cost.

6. **Exit & Resolution Conditions** – Our proposal includes 3 separate solutions. As such, Motion 4 is proposed as the Exit & Resolution method should the first two proposals not be deemed appropriate, which is measured by more than 5 incidents of unsatisfactory condition of the toilets and/or common areas leading to the toilets ***(with sufficient evidence provided)*** *over the 12-month following this AGM.*

Manager's note: The resolution for an additional weekend cleaning stems from recurring issues related to the Lot 63 Unit G007's patrons using the toilet facilities. There have been multiple instances requiring specialised cleaning due to vomit, urine, and feces found in the hallway and staircase. This situation has led to weekly

complaints from commercial tenancies, creating increased cleaning demands that detract from time allocated for other cleaning tasks, including residential areas. To manage the risks effectively, also ensure the replenishment of consumables, such as toilet paper and hand soap. After thorough review, the Owners Corporation resolved during the 2024/2025 AGM to implement weekend cleaning for Lot 63, Unit G007, due to extensive public use of the restroom. The following motions will be put to a vote, with the outcome determined by a majority vote. A majority vote will either resolve or defeat each motion as presented. Votes will be counted by poll vote if votes are equal count.

17. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, the Tenants "Volstead Repeal" Proposed the Motions 8 to 11

Motion 8: That the Owners Corporation for Units Plan 4800, resolve to determine that motion 9 resolved at the AGM on 18 June 2024 be rescinded on and from even date.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

18. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, "Volstead Repeal" Proposed the Motions 8 to 11

Motion 9: The Owners Corporation for Units Plan 4800 resolve to accept and adopt the Cleaning Control Measures and Action Plan proposed by the occupant of Unit G007, being Volstead Repeal.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

19. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, "Volstead Repeal" Proposed the Motions 8 to 11

Motion 10: In the alternative to Motions 8 and 9 above, the Owners Corporation for Units Plan 4800 authorises the (Tenant) occupant of Unit G007, being Volstead Repeal to engage, and bear the cost of, a suitably qualified third-party cleaner of its choice, to service the common property hallways and bathrooms during weekend trade. Volstead will provide the Owners Corporation all documentation, books and records in respect of these cleans, on request.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

20. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, "Volstead Repeal" Proposed the Motions 8 to 11

Motion 11: Further and in the alternative to motion 8, 9, and 10 above, the Owners Corporation for Units Plan 4800 agree to change the time of the additional weekend clean to Monday before 9am. The Owners Corporation for Units Plan 4800 otherwise affirm motion 9 resolved at the AGM on 18 June 2024 in respect of the costs of that service.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

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21. Administrative Fund Expenditure Budget Estimates

Motion 12: That the proposed Administrative Fund Expenditure Budget estimates of $288,679.97 inc. GST and the following for cleaning:

- Residential Lot 1 to 56 $31,089.89 inc. GST

for period 1 January 2025 to 31 December 2025 be accepted.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

22. Commercial Administrative Fund Expenditure Budget Estimates

Motion 13: *Amended* - That the proposed Commercial (Lots 57 to 68) Administrative Fund Expenditure Budget estimates of $49,430.00 inc. GST for period 1 January 2025 to 31 December 2025 be accepted.

Manager's note: The motion has been amended to remove the Commercial Toilet and Hallway (Lot 63) weekend cleaning fee of $6,006.00 inc. GST. Refer to Motions 17 - 20.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

23. Sinking Fund Expenditure Budget Provisions

Motion 14: That the proposed Sinking Fund Expenditure Budget provisions of $102,553.00 inc. GST for period 1 January 2025 to 31 December 2025 be accepted.

Moved by: S Warnock
Seconded by: W Bannear

Motion RESOLVED.

Pre -VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

24. Levy Contributions

Motion 15: *Amended* - That the Owners Corporation for Units Plan 4800 determines an Administrative Fund Contribution of $288,679.97 inc. GST

- Residential Admin Fund Contribution of $31,089.89 inc. GST
- Commercial Admin Fund Contribution of $49,430.00 inc. GST

and a Sinking Fund Contribution of $100,500.00 to be contributed in accordance with the unit entitlements.

Payment to be made on 15 June 2025, 1 September 2025, and 1 January 2026.

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
Already Issued	1/01/2025	30/04/2025		$96,226.66	$33,500.00
To be Issued	1/05/2025	31/08/2025	15/06/2025	$96,226.66	$33,500.00
To be Issued	1/09/2025	31/12/2025	1/09/2025	$96,226.65	$33,500.00
Total	1/01/2025	31/12/2025		**$288,679.97**	**$100,500.00**

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued	1/01/2026	30/04/2026	1/01/2026	$96,226.66	$33,500.00
Total	1/01/2026	30/04/2026		**$96,226.66**	**$33,500.00**

Manager's note: The motion has been amended to remove the levy contribution for the Commercial Admin Fund Weekend Toilet Clean of $6,006.00 inc. GST

Moved by: S Warnock
Seconded by: M Harcourt-Cooze

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

25. Invoice Hub

Motion for the Adoption of Invoice Hub for Invoice Processing and Management

Motion 16: That the Strata Committee resolve to adopt the use of Invoice Hub through StrataMax for all invoice processing and management activities.

Moved by: S Warnock
Seconded by: W Bannear

Motion RESOLVED.

Pre - VOTES	FOR: 3	AGAINST: 2	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

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26. Transfer Administrative Fund

Motion 17: That the Owners Corporation for Units Plan 4800 agrees to transfer $50,000.00 from the Administrative Fund Account to the Sinking Fund Account.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 0

27. Payment Plan for Levy Arrears

Motion 18: That the Owners of Units Plan 4800 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre – VOTES:	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

28. Debt Collection

Motion 19: That the Owners Corporations of Units Plan 4800 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
2. To obtain legal advice and retain representation by engaging the services of a Debt Collection Agency or Grace Lawyers on behalf of The Owners Corporation – Units Plan No 4800;
3. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
4. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
5. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
6. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings.

Moved by: S Warnock
Seconded by: M Harcourt-Cooze

Motion RESOLVED.

Pre- VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

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29. 2025 Proposed Additions and Update to UP4800 Rules

Rule changes

The Committee has proposed amendments for the UP4800 Rules.

1. As a result of thieves targeting the short stay rental letterboxes for keys and access devices from the key boxes inside, the Committee has determined the risk is too high for keys and access devices to be left unattended in letterboxes or on common property at any time. If key boxes are found on common property, they will be removed and disposed of. The security of the building is paramount.
2. Access for residential owners and occupiers to the Zen Garden on level 2 for quiet reflection or group meditation. Access to this area is limited to residential owners and occupiers and not short stay guests. This approach is to ensure safety, security and limit disruption or nuisance to those who live in Yamaroshi and have bedrooms opening to the residential atrium.
3. The Committee has also considered the impact of construction, renovation or fit out of lots on other Lot Owners and the Owners Corporation. Lots left in an unsightly or derelict state impact the reputation of the building. Therefore, the Committee proposes a rule ensuring while any construction, renovation or fit out is taking place, and that work will take more than four weeks, the construction site must be covered in a professional manner and that will not degenerate the building appearance. Further, where any lot has windows facing into common property, the windows must present a professional appearance and not degrade the common property that they face.

The proposed rule changes have been acknowledged as motions are presented

30. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: Building Security, Safety and Access Control

Motion 20: That the Owners Corporation for Units Plan 4800 hereby resolves to adopt the proposed amendments to the Rule regarding Building Security, Safety, and Access Control. This amendment will incorporate with the current UP4800 Rule, ensuring enhanced safety and security protocols for all residents.

1. Purpose

1.1 In the interest of maintaining the security of UP4800 Yamaroshi Apartments, all residents and their guests are responsible to the safe keeping of keys and access devices and must ensure that building exit doors and garage are closed firmly after entering or leaving the building ensuring no tailgating into the building or garage.

2. Scope

2.1 Rule applies to all owners, occupiers, and tenants of both commercial and residential lots within the building complex.

3. Key and Access Device security

3.1 All owners, occupiers, tenants and guests of both commercial and residential lots must ensure all reasonable steps are taken to prevent loss of any Keys or Access Devices;
3.2 Unique Waste Room access codes are not shared with others;
3.3 Keys or Access Devices are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property without the express permission of the Owners Corporation;
3.4 If unauthorised key boxes are found on Common Property, they will be removed and disposed of;
3.5 The Owners Corporation Manager is immediately notified if Keys, or an Access Device is lost or stolen;
3.6 The owners, occupiers, tenants and guests will provide all reasonable assistance to the resolution of any resulting security risks;
3.7 All owners, occupiers, tenants and guests agree that all keys and access devices are registered by number and that information is accessible to the Owners Corporation, the Executive Committee, the Building Manager and appointed Owners Corporation Manager;
3.8. The Executive Committee has the power to deactivate any access device if there are reasonable grounds to believe it is being used in contravention of these Rules or any law;

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3.9 The owner or occupier must ensure that if the lot is leased, that it is an express requirement of the lease for any keys or access devices to be returned to the lot owner on expiry of the lease.

4. Building Safety and Security

4.1 All owners, occupiers, tenants and guests of both commercial and residential lots must not allow any person to tailgate into the building, including lobby, lifts or basement garages;
4.2 All owners, occupiers, tenants and guests of both commercial and residential lots must deny access to the building if an unknown person contacts you through the security system;
4.3 Ensure all doors (including garage and waste rooms) are secured following entry or exit;
4.4 All owners, occupiers, tenants and guests must comply with all speed restrictions reasonably notified by signs at the property;
4.5 Fire doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in cases of emergency. Note that this is a requirement under law; corporate and personal fines will be issued by the Fire Brigade for non-compliance;
4.6 Interference with any security or emergency system, or any other building infrastructure, is prohibited. Careless and/or deliberate activation of fire alarm systems (including but not limited to glass break panels, fire hoses, extinguishers, sprinkler systems, emergency exit lights, fire doors, intercoms or entry doors) is prohibited; and
4.5 Lot owners are responsible and accountable for the payment of false alarm charges resulting from unwanted false fire alarms.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

31. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: Short Stay Rental policy

Motion 21: That the Owners Corporation for UP4800 resolves to amend the Short Stay Rental policy ensuring Keys or Access Devices are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property without the express permission of the Owners Corporation.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

32. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: 1.4 Erections and Alterations to include Window Presentation and Maintenance Rules

Motion 22: That the Owners Corporation for UP4800 resolves to amend Rule 1.4 Erections and Alterations to include Window Presentation and Maintenance Rules.

1. Purpose

1.1 The purpose of this by-law is to ensure that all commercial and residential windows visible from common areas or public spaces are maintained in a clean, tidy, and professional manner, preserving the building's overall aesthetic and reputation.

2. Scope

2.1 This by-law applies to all owners, occupiers, and tenants of both commercial and residential lots within the building complex.
2.2 For clarity, "windows" includes any glass panels or similar transparent surfaces facing external or common property areas.

3. Window Cleanliness & Maintenance

3.1 All windows must be kept clear, clean, and free from the accumulation of dirt, grime, or other visible debris.
3.2 The Owners Corporation may engage professional cleaning services for external windows at appropriate intervals. Commercial tenants are responsible for maintaining the cleanliness of any interior-facing surfaces that are visible from outside.

4. Window Displays & Placement of Items

4.1 Commercial occupants must ensure that no unsightly or bulky items (e.g., cabinets, boxes, or storage containers) are placed directly against or in front of windows if such items are visible from outside.
4.2 If interior storage cannot be repositioned away from windows, suitable blinds, curtains, or approved window tinting/films shall be used to ensure such storage is not visible from outside.
4.3 All windows and blinds (including any related fixtures or fittings) must remain entirely within the boundaries of the commercial lot and must not extend into or encroach upon common property or another lot.

5. Aesthetics of Window Treatments

5.1 Aesthetic and Fit-Out Approval

- Any blinds, curtains, or window films used must match or complement the aesthetics of the building.
- These items are considered part of the lot's fit-out and therefore require submission of relevant plans to, and written approval from, the Owners Corporation before installation or modification.

5.2 Consideration for Views from Common Property

- Window treatments (including blinds, curtains, or window films) must be installed in a manner that minimises any negative impact on the views from common property areas.
- No occupant shall install or attach anything to their windows that significantly obstructs, detracts from, or negatively impacts the visual outlook enjoyed from the common property.

5.3 Construction Periods Exceeding 90 Days

- For any premises (lot) undergoing construction, renovation, or fit-out for a period exceeding 90 days, tinted film (or another form of approved coverage) must be applied to the windows at the owner's expense.
- Such tint or coverage must be approved by the Owners Corporation in writing and installed in a manner that maintains the building's overall appearance while balancing the practical needs of construction.

5.4 Compliance Period for Existing Premises

- Existing commercial lots must comply with the requirements set out in this by-law within **90 days** from the date this by-law takes effect.
- Owners or tenants must submit any required approvals for window treatments to the Owners Corporation within this period.
- If modifications are required, the owner or tenant must complete the necessary work within the 90-day compliance period.
- Failure to comply within this timeframe may result in enforcement actions as outlined in Section 6.

6. Compliance & Enforcement

6.1 The Owners Corporation (or its appointed representatives) shall have the authority to conduct periodic inspections to ensure compliance with this by-law.
6.2 If a breach is identified, the Owners Corporation may issue a written notice requiring the owner or occupier to remedy the breach within a specified timeframe.
6.3 Failure to comply with a notice may result in penalties, recovery of costs for remedial action undertaken by the Owners Corporation, or other enforcement measures as permitted by relevant legislation and the building's governing documents.

7. Dispute Resolution

7.1 In the event of a dispute regarding this by-law or its application, the parties should first attempt to resolve the matter by friendly discussion or mediation.

7.2 If the dispute cannot be resolved through mediation, the matter may be referred to the appropriate tribunal or court in accordance with applicable ACT law.

8. Amendments

8.1 The Owners Corporation may amend this by-law from time to time by passing a resolution in accordance with the procedures set out in the relevant legislation and the building's governing documents.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

33. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: Access to Zen Garden ONLY for Residential Owners, Occupiers, and Tenants

Motion 23: *Amended* - That the Owners Corporation for Units Plan 4800 resolves to trial the access for 8-weeks, only for residential Owners, Occupiers and Tenants to Level 2 residential area to access the Zen Garden. Access will not be provided to short stay accommodation guests, and the area must not be used for unauthorised congregations. The Executive Committee will undertake a consultation and review process with residential community access to be reversed if there are detrimental outcomes for the Level 2 residents. Furthermore, access will be immediately reversed for any residential Owner, Occupier or tenant causing nuisance through noise complaints or other inappropriate behaviours.

Manager's note: A trial period for Level 2 access was resolved for 8 weeks, limited to residential owners and tenants. Feedback from residents from Level 2 and the Executive Committee will be reviewed during this period. If access results in negative outcomes for Level 2 residents or those with bedrooms adjacent to the atrium, access will be revoked. Immediate revocation of access will occur for any owner, occupant, or tenant responsible for noise or nuisance complaints during the trial. Updates regarding Zen Garden access will be communicated through the Yamaroshi Community WhatsApp group.

Moved by: S Warnock
Seconded by: K Ross

Motion RESOLVED.

Pre – VOTES	FOR: 3	AGAINST: 2	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

34. Amendment of the UP4800 Rules and include Alternative Rules

Motion 24: That the Owners Corporation for Units Plan 4800 register the amended Rules and Alternative Rules as attached.

Moved by: S Warnock
Seconded by: K Ross

Motion RESOLVED.

Pre – VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

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35. Green Wall

Motion 25: That the Owners Corporation for UP4800 resolves to investigate and replace the green walls with a planting system and plants that will be conducive for the location and westerly aspect with the total cost for replacement not exceeding $15,000.00.

Moved by: S Warnock
Seconded by: M Harcourt-Cooze

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 2	ABSTAINED: 0

36. Election of Executive Committee

Motion 26: That the Owners Corporation of Units Plan 4800 resolves to elect the executive committee of between 2 to 7 members to hold office until the next annual general meeting and for that committee to elect a Chair, Secretary, and Treasurer at this meeting or the first executive committee meeting.

The proceeding is as follows:

a) the Chairperson is to announce the names of candidates nominated in writing and eligible for election to the Executive Committee.
b) the Chairperson is to call for any oral nominations of candidates eligible for election to the Executive Committee; and
c) the Owners Corporation to determine the number Executive Committee members and elect the members.

Moved by: S Warnock
Seconded by: K Ross

Motion RESOLVED.

Pre – VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

Manager's note: The Owners Corporation members expressed their heartfelt gratitude to the Executive Committee for their dedicated volunteer work in managing the Yamaroshi Community complex.

The elected Executive Committee members for 2025/2026:

Executive Committee Members	Lot Number
Ssu (Tomy) Hwang	10
Sandra Warnock	36
William Bannear	40
Heath Penwill	52
Troy Fletcher	54
Amit Pratap	60
Bobby Patel	68

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37. General Business

- Discussion on commercial trade waste and annual maintenance required by ICON.
    - Currently connected Commercial Tenancies: 001, 004, 007, 003, and 104.
    - Tenancies 001 and 004 will not be discharging waste at this time. It is recommended that any shop not requiring a grease trap should not be connected.
    - **Action Item**: Further discussion is needed with the Executive Committee and the Commercial lots.
- Electrification - The meeting focused on electrification in the complex, with a particular emphasis on the solar panel and hot water system. A group of owners will form a subcommittee to assess the feasibility of electrification. Additionally, the financial return on the investment will be taken into consideration.
- Common Property use of Space - An owner proposed a place-making initiative within the complex. **Action Item**: This will be discussed further with the Committee, and a subcommittee may be formed to oversee the project.
- Owners and residents can stay connected with the Yamaroshi Community by joining the WhatsApp Community Group. The QR code is located near the lift on the ground floor

38. Audit of ALL Access Devices

Motion 26: That the Owners Corporation for Units Plan 4800 resolves to undertake an audit of all the Access Devices, including fobs and proximity cards. Devices that are not accounted for will be deactivated.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre – VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

There being no further business the meeting closed at 09:28 PM.

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Managing Agents for Unit Plan No 4800

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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 6156 3305
ABN 96 144 703 435

Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
ADMINISTRATIVE FUND			
INCOME			
Levies - Administrative Fund	241,999.89	242,000.00	288,679.97
Electricity- Solar Rebate	942.03	0.00	0.00
Residential Af - Cleaning	30,029.85	30,030.00	31,089.89
Insurance - Claims Refunds	12,188.81	0.00	0.00
Interest On Overdue Levies	1,700.87	0.00	0.00
TOTAL ADMIN. FUND INCOME	**286,861.45**	**272,030.00**	**319,769.86**
EXPENDITURE - ADMIN. FUND			
Audit Fees	0.00	1,000.00	1,000.00
Bank Charges	203.36	450.00	350.00
Bas - Preparation Fee	545.44	600.00	600.00
Arrears Letters	350.00	0.00	0.00
Building Manager	29,822.40	22,752.00	27,924.60
Cleaning - General	17,633.25	15,015.00	15,540.53
Cleaning - Materials	16.25	0.00	0.00
Cleaning - Residential	10,427.05	30,030.00	31,089.89
Cleaning - Bins	0.00	2,740.00	2,740.00
Cleaning - Car Park	2,345.00	3,500.00	2,500.00
Cleaning - Facade	0.00	0.00	12,000.00
Electricity	15,378.43	14,000.00	15,500.00
Fire Protection	5,432.49	10,000.00	0.00
Fire Protection - Contract	4,253.62	0.00	5,000.00
Fire Protection - Monitoring	2,194.56	2,100.00	2,200.00
Gardening - Irrigation	0.00	0.00	200.00
Insurance - Premium	60,679.59	80,367.63	96,000.00
Insurance - Workers Comp	255.75	0.00	0.00
Insurance - Claims	13,179.21	0.00	0.00
Insurance - Claims Excess	0.00	2,000.00	5,000.00
Legal Expenses	2,117.27	0.00	3,000.00
Professional Reports	0.00	5,000.00	0.00
Roof - Roofing	0.00	1,200.00	1,500.00
Roof - Height Safety	3,240.00	1,800.00	1,300.00
Access Device	1,012.19	0.00	0.00
R & M - Car Park Ventilation	4,099.09	3,200.00	3,200.00
R & M - Electrical	3,113.00	1,000.00	2,000.00

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bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 6156 3305
ABN 96 144 703 435

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32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
R & M - Fire Equipment	2,535.00	2,500.00	5,000.00
R & M - Intercom	360.00	0.00	0.00
R & M - Garage Doors	1,005.45	2,500.00	1,500.00
R & M - Gardens & Grounds	0.00	1,000.00	1,000.00
R & M - General	1,055.70	1,500.00	2,000.00
R & M - Lift Contract	4,336.23	6,000.00	6,900.00
R & M - Lifts (Addl)	232.92	2,000.00	1,500.00
R & M - Gates & Doors	2,882.37	1,000.00	2,000.00
R & M - Plumbing	6,047.66	5,000.00	5,000.00
R & M - Plumbing Contract	3,369.66	3,702.06	3,774.84
R & M - Roof	0.00	1,800.00	2,000.00
Security	303.64	0.00	0.00
Pest Control	2,527.28	0.00	1,200.00
Strata Management	26,272.68	28,900.00	28,900.00
Strata Manager Consultancy	691.81	0.00	0.00
Admin Processing	(180.00)	0.00	200.00
Sundry Expense	2,454.22	0.00	2,000.00
Tax - Return Lodgement	1,209.10	180.00	1,000.00
Waste Removal	8,945.49	6,902.00	9,000.00
Water Usage	17,229.06	11,000.00	17,300.00
Internet	828.00	600.00	850.00
TOTAL ADMIN. EXPENDITURE	**258,404.22**	**271,338.69**	**319,769.86**
SURPLUS / DEFICIT	**$ 28,457.23**	**$ 691.31**	**$ 0.00**
Opening Admin. Balance	185,486.23	185,486.23	213,943.46
ADMINISTRATIVE FUND BALANCE	**$ 213,943.46**	**$ 186,177.54**	**$ 213,943.46**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 24.20000000	$ 28.86799700

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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 6156 3305
ABN 96 144 703 435

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PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
SINKING FUND			
INCOME			
Levies - Sinking Fund	49,000.05	49,000.00	100,500.00
TOTAL SINKING FUND INCOME	**49,000.05**	**49,000.00**	**100,500.00**
EXPENDITURE - SINKING FUND			
Bollards	0.00	0.00	3,000.00
Capital Repairs & Replacement	17,069.89	3,715.00	4,000.00
Cctv	0.00	0.00	4,500.00
Doors & Windows	785.00	0.00	2,000.00
Building Improvements	0.00	0.00	5,000.00
Fire Protection - Upgrade	4,537.43	5,571.00	6,000.00
Garden - Green Wall	0.00	0.00	15,000.00
General Replacements	880.00	2,000.00	3,400.00
Height Safety System	0.00	2,000.00	0.00
Professional Reports	2,909.09	30,000.00	15,300.00
Lighting	485.00	0.00	500.00
Cladding	0.00	0.00	18,000.00
Painting - External	0.00	0.00	17,853.00
Signage	0.00	1,000.00	6,000.00
Plumbing & Drainage	3,517.27	4,000.00	2,000.00
TOTAL SINK. FUND EXPENDITURE	**30,183.68**	**48,286.00**	**102,553.00**
SURPLUS / DEFICIT	**$ 18,816.37**	**$ 714.00**	**$ (2,053.00)**
Opening Sinking Fund Balance	(1,841.67)	(1,841.67)	16,974.70
SINKING FUND BALANCE	**$ 16,974.70**	**$ (1,127.67)**	**$ 14,921.70**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 4.90000000	$ 10.05000000

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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 6156 3305
ABN 96 144 703 435

Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
COMMERCIAL ADMI FUND			
INCOME			
Commercial Levies	43,994.01	50,000.00	49,430.00
Commercial Lot63 Levies	6,006.00	0.00	0.00
Interest On Overdue Levies	667.50	0.00	0.00
TOTAL INCOME	**50,667.51**	**50,000.00**	**49,430.00**
EXPENDITURE - SPECIAL PURPOSE			
Building	293.64	0.00	0.00
Building Improvements	0.00	0.00	1,000.00
Cleaning â€“ Materials	2,327.38	8,800.00	2,500.00
Cleaning â€“ Sanitary Bins	2,438.25	2,900.00	2,900.00
Commercial Cleaning	14,628.00	26,025.00	30,030.00
Com.Cleaning-Toilets/Washroom	2,829.86	6,006.00	0.00
Com Cleaning - Windows	0.00	6,150.00	3,000.00
R & M Commercial	0.00	0.00	1,000.00
R & M Commercial Gate	0.00	0.00	6,000.00
Commercial Signage	0.00	0.00	3,000.00
Security Upgrade Expenditure	450.00	0.00	0.00
TOTAL EXPENDITURE	**22,967.13**	**49,881.00**	**49,430.00**
SURPLUS/DEFICIT	**$ 27,700.38**	**$ 119.00**	**$ 0.00**
Opening Balance	4,573.93	4,573.93	32,274.31
COMMERCIAL ADMI FUND BALANCE	**$ 32,274.31**	**$ 4,692.93**	**$ 32,274.31**

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/25-31/12/25

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Clean Admin Fund $	Total Combined Annual Levy	Total Combined Quarterly Levy
1	201	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
2	202	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
3	203	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
4	204	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
5	205	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
6	206	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
7	207	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
8	208	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
9	209	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
10	210	230	6639.64	2311.50	913.47			9864.61	$ 2,466.15
11	211	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
12	212	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
13	213	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
14	301	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
15	302	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
16	303	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
17	304	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
18	305	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
19	306	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
20	307	230	6639.64	2311.50	913.47			9864.61	$ 2,466.15
21	308	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
22	309	109	3146.61	1095.45	432.91			4674.97	$ 1,168.74
23	401	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
24	402	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
25	403	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
26	404	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
27	405	109	3146.61	1095.45	432.91			4674.97	$ 1,168.74
28	406	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
29	407	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
30	408	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
31	409	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
32	410	230	6639.64	2311.50	913.47			9864.61	$ 2,466.15
33	411	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
34	412	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
35	413	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
36	501	167	4820.96	1678.35	663.26			7162.57	$ 1,790.64
37	502	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
38	503	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
39	504	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
40	505	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
41	506	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
42	507	167	4820.96	1678.35	663.26			7162.57	$ 1,790.64
43	508	161	4647.75	1618.05	639.43			6905.23	$ 1,726.31
44	509	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
45	510	230	6639.64	2311.50	913.47			9864.61	$ 2,466.15
46	511	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
47	512	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
48	513	161	4647.75	1618.05	639.43			6905.23	$ 1,726.31
49	601	155	4474.54	1557.75	615.60			6647.89	$ 1,661.97
50	602	147	4243.60	1477.35	583.83			6304.77	$ 1,576.19
51	603	147	4243.60	1477.35	583.83			6304.77	$ 1,576.19
52	604	155	4474.54	1557.75	615.60			6647.89	$ 1,661.97
53	605	151	4359.07	1517.55	599.72			6476.33	$ 1,619.08
54	606	143	4128.12	1437.15	567.94			6133.22	$ 1,533.30
55	607	143	4128.12	1437.15	567.94			6133.22	$ 1,533.30
56	608	153	4416.80	1537.65	607.66			6562.11	$ 1,640.53
57	G001	328	9468.70	3296.40		7464.57		20229.67	$ 5,057.42
58	G002	151	4359.07	1517.55		3436.43		9313.05	$ 2,328.26
59	G003	23	663.96	231.15		523.43		1418.54	$ 354.64
60	G004	78	2251.70	783.90		1775.11		4810.71	$ 1,202.68
61	G005	72	2078.50	723.60		1638.56		4440.66	$ 1,110.16
62	G006	242	6986.06	2432.10		5507.39		14925.55	$ 3,731.39
63	G007	169	4878.69	1698.45		3846.07		10423.21	$ 2,605.80
64	G008	292	8429.46	2934.60		6645.29		18009.34	$ 4,502.34
65	101	221	6379.83	2221.05		5029.48		13630.36	$ 3,407.59
66	102	90	2598.12	904.50		2048.20		5550.82	$ 1,387.71
67	103	216	6235.49	2170.80		4915.69		13321.98	$ 3,330.49
68	104	290	8371.72	2914.50		6599.77		17885.99	$ 4,471.50
Totals			**$288,679.97**	**$100,500.00**	**$31,089.89**	**$49,430.00**	**$0.00**	**$469,699.86**	**$117,424.97**

UP4800 RULES

32 Mort Street Braddon 2612

Our Vision for Yamaroshi 4800

Our vision for our building, our home, our place of work is to create a space where health and wellbeing, safety, environmental responsibility, and a strong sense of community are our top priorities. We are committed to building a community that cares about each other and the environment; where everyone feels safe, supported, and valued.

We believe that by focusing on sustainability, we can create a better future for the planet and ourselves. We are dedicated to reducing our environmental footprint by using eco-friendly services and materials, promoting energy efficiency, and encouraging sustainable practices among our owners and occupiers.

At our building, we believe that living well means more than just physical health - it also means having a strong sense of community and connection. We are committed to fostering a supportive and inclusive environment where everyone can thrive, and where our residents and those that work here feel a sense of belonging and connection.

Our Yamaroshi philosophy is rooted in the belief that everything and everyone in our community is interconnected, and that our choices have an impact on our neighbours and the environment. We understand that by taking care of our neighbours, our surroundings, and ourselves we can create a more harmonious and fulfilling way of life for everyone in our building.

Above all, we want our owners and occupiers to love living and working here. We believe that by creating a beautiful, welcoming, and sustainable community, we can provide an exceptional lifestyle experience that meets and exceeds our expectations.

To be adopted at the AGM 2025

UP4800 YAMAROSHI

INTRODUCTION:

These rules have been established for the mutual benefit of all residents, including owners and tenants; in order to ensure the general well-being of all residents and to maximise convenience, comfort, and privacy, certain rules are necessary.

These rules aim to minimise annoyance and provide guidelines for residents and their guests.

They are an integral part of any leasing arrangement between a unit proprietor and a tenant.

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863. You will need to provide the Unit Plan number 4800, address and any other information requested.

UP4800 - Owners Corporation Managing Agents
Bright & Duggan ACT
PO Box 281
Crows Nest NSW 1585

Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

Complaints
A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 4800.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date, and nature of the offence.

UP 4800 RULES

Yamaroshi – 32 Mort Street, Braddon ACT

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 obtained in an ordinary resolution 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.

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.

General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

(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

Example—permission unreasonably withheld

external appearance of a unit or the units plan

(4) Window Presentation and Maintenance Rules

(a) Window Cleanliness & Maintenance

3.1 All windows must be kept clear, clean, and free from the accumulation of dirt, grime, or other visible debris.

3.2 The Owners Corporation may engage professional cleaning services for external windows at appropriate intervals. Commercial occupants/tenants are responsible for maintaining the cleanliness of any interior-facing surfaces that are visible from outside.

(b) Window Displays & Placement of Items

4.1 Commercial occupants/tenants must ensure that no unsightly or bulky items (e.g., cabinets, boxes, or storage containers) are placed directly against or in front of windows if such items are visible from outside.

4.2 If interior storage cannot be repositioned away from windows, suitable blinds, curtains, or approved window tinting/films shall be used to ensure such storage is not visible from outside.

4.3 All windows and blinds (including any related fixtures or fittings) must remain entirely within the boundaries of the commercial lot and mut not extend into or encroach upon the common property or another lot.

(c) Aesthetic of Window Treatments

5.1 Aesthetic and Fit-Out Approval

- Any blinds, curtains, or window films used must match or complement the aesthetics of the building.
- These items are considered part of the lot's fit-out and therefore require submission of relevant plans to, and written approval from, the Owners Corporation before installation or modification.

5.2 Consideration for Views from Common Property

- Window treatments (including blinds, curtains, or window films) must be installed in a manner that minimises any negative impact on the views from common property areas.
- No occupant shall install or attach anything to their windows that significantly obstructs, detracts from, or negatively impacts the visual outlook enjoyed from the common property.

5.3 Construction Periods Exceeding 90 Days

- For any premises (lot) undergoing construction, renovation, or fit-out for a period exceeding 90 days, tinted film (or another form of approved coverage) must be applied to the windows at the owner's expense.
- Such tint or coverage must be approved by the Owners Corporation in writing and installed in a manner that maintains the building's overall appearance while balancing the practical needs of construction.

5.4 Compliance Period for Existing Premises

- Existing commercial lots must comply with the requirements set out in this by-law within **90 days** from the date this by-law takes effect.
- Owners or tenants must submit any required approvals for window treatments to the Owners Corporation within this period.
- If modifications are required, the owner or tenant must complete the necessary work within the 90-day compliance period.
- Failure to comply within this timeframe may result in enforcement actions as outlined in Section 6.

(c) Compliance & Enforcement

6.1 The Owners Corporation (or its appointed representatives) shall have the authority to conduct periodic inspections to ensure compliance with this by-law.

6.2 If a breach is identified, the Owners Corporation may issue a written notice requiring the owner or occupier to remedy the breach within a specified timeframe.

6.3 Failure to comply with a notice may result in penalties, recovery of costs for remedial action undertaken by the Owners Corporation, or other enforcement measures as permitted by relevant legislation and the building's governing documents

(d) Dispute Resolution

7.1 In the event of a dispute regarding this by-law or its application, the parties should first attempt to resolve the matter by friendly discussion or mediation.

7.2 If the dispute cannot be resolved through mediation, the matter may be referred to the appropriate tribunal or court in accordance with applicable ACT law.

(e) Amendments

8.1 The Owners Corporation may amend this by-law from time to time by passing a resolution in accordance with the procedures set out in the relevant legislation and the building's governing documents.

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

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) An owner is required to submit a request to the Strata Manager in line with the Unit Titles (Management) Act 2011, sections 22 and 23, for use of the common property or any special privilege relating to common property.

* *The use of Common Property must be made using the application form, and available from the Strata Manager.*

(3) The outdoor common area on Level 2 is Common Property and is provided to benefit residential owners, occupiers, and tenants only. This area is not for short stay guests use to ensure safety and security of owners, occupiers, and tenants.

(4) The outdoor Common Property on Level 2 is subject to the Rules relating to noise and nuisance.

(5) Residential owners, occupiers, and tenants must comply with any conditions of use of outdoor Common Property that the Owners Corporation or the Executive Committee give reasonable notice of by displaying those conditions in the relevant areas.

(6) Residential owners, occupiers, tenants must use the outdoor Common Property in a safe manner and ensure that they comply with the ACT Health and Safety regulations apply to the use of these facilities.

(7) Residential owners, occupiers, and tenants agree that they use the outdoor Common Property at their own risk. The Owners Corporation does not accept any liability for injury or loss arising out of the use of this Common Property.

1.8 - Hazardous use of unit

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

1.9 - Use of unit—nuisance or annoyance

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

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

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

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

1.10 - Noise

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

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

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

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

1.11 - Illegal use of unit

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

1.12 - What may an executive committee representative do?

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
   (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
   (b) carry out any maintenance required under the Act or these rules;
   (c) do anything else the Owners Corporation is required to do under the Act or these rules.

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
   (a) the executive committee or the representative has given the owner, occupier, or user of the unit reasonable notice of their intention to do the thing; or
   (b) in an emergency, it is essential that it be done without notice.

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

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

1.13 - Seal of the Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—
   (a) the seal must be attached by decision of the executive committee; and

   Note Executive committee decisions must be made by majority vote, or

   by unanimous vote if there are only 2 members of the committee

   (see sch 2, s 2.10).

   (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.

   (d) the Managing Agent may affix seal in the following instances –
      i. reduced quorum meetings notices;
      ii. Rules registration documents;

iii. notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
iv. certifications under Section 119 of the Act by the Managing Agent of the Owners Corporation.

1.14 - Recovery of Costs

(1) If the Owners Corporation incurs costs relating to the actions of a unit owner the owner shall be liable to pay the Owners Corporation these costs (for example, insurance excess costs where the claim relates to a maintenance matter within an individual Unit).

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

(3) The costs payable in accordance with subclause (1) shall only be such costs which can be evidenced by written invoice as payable by the Owners Corporation.

1.15 - Commercial Funds

(1) The Owners Corporation will determine Commercial Fund contribution for the operation and upgrade of facilities used by the Commercial Units, 57 to 68, including but not limited to: -
   (a) Toilets
      - Sanitary bins
      - Toilet paper
   (b) Commercial waste management services
   (c) Commercial cleaning
   (d) Commercial lobby upgrades

(2) This contribution will be determined at the Annual General Meeting and will be levied upon Commercial Units 57 to 68 based upon Unit Entitlements (Commercial Contribution divided by total Unit Entitlements for Commercial Units and multiplied by the Unit Entitlements for each Unit).

(3) During the AGM a special resolution passed to itemise the following:

   (a) Split of Commercial and Residential Expenditure for Cleaning. This will be included in the annual budget and amount may vary depending on the engagement of the service contractors and its annual CPI increase.

Motion 8: That the Owners Corporation of UP4800, resolves to distinctly identify the Commercial and Residential expenditures for Cleaning.

Description	Residential Budget 2024	Commercial Budget 2024	Commercial Budget Toilet Clean Weekends 2024
	01/01/24-31/12/24	01/01/24-31/12/24	01/01/24-31/12/24
ADMINISTRATIVE FUND			
EXPENDITURE - ADMIN. FUND			
CLEANING - RESIDENTIAL	$ 30,030.00		
COMMERCIAL CLEANING		$ 26,025.00	
CLEANING - TOILETS/WASHROOM (Weekend)			$ 6,006.00
CLEANING MATERIALS		$ 8,800.00	
CLEANING SANITARY BINS		$ 2,900.00	
COMMERCIAL CLEANING - WINDOW		$ 6,150.00	
TOTAL ADMIN. EXPENDITURE	$ 30,030.00	$ 43,875.00	$ 6,006.00

Moved by: A. Cunich
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's Note: The owners of the commercial spaces have asked for paper towels and holders to be provided in all common area commercial toilets. It has also been observed that the hand dryers emit a loud noise that affects the nearby commercial spaces on the first level.
Action Item: Strata manager is to explore alternative options from Maritex.

(b) Additional Commercial Levy Contribution for Weekend Clean The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site
    (a) attendance by cleaners and the building manager, especially at the beginning of each week.
    (b) It's important to note that the responsibility for cleaning the common property toilets on weekends falls on the commercial occupants conducting business on weekends (this applies to Lot 63 at this stage). To address ongoing complaints from commercial tenants and ensure fair usage of the bathroom facilities among businesses, the Owners Corporation (OC) will attribute costs associated with weekend usage based on access codes for the doors. This will help the OC determine which commercial tenancies are using the bathroom facilities over the weekend.

16. Additional Commercial Levy Contribution for Weekend Clean

Motion 9: That the Owners Corporation for Units Plan 4800 resolves to determine the expenditure of $6006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends.

This expense will be budgeted and maintained annually until there is a change in tenancy or trading hours.

Moved by: R. Rowe
Seconded by: A. Cunich & A. Pratap

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Manager's Note: The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site attendance by cleaners and the building manager, especially at the beginning of each week.

1.17 – Electric Vehicle Charging Station, Charging E – Bikes & E - Scooters

(1) Contact the Strata Manager for details on the use of the Electric Vehicle Charging Station.

Owners Corporation Managing Agents.
Bright & Duggan ACT
Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

(2) A resident is required to ensure that their e-bikes and e-scooters, along with their lithium batteries and chargers, comply with relevant Australian standards.
   (a) Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.
   (b) Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
   (c) E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
   (d) Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
   (e) Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

And the addendum as per the attached documents be registered: -

- Erection and Alteration Construction and Renovation Policy 2024 V1.0
- Hazardous and Dangerous Materials in the Basement & Common Property v1.1
- Move In and Move Out Policy 2024 v1.1
- UP4800 - Short Term Rental Policy 2024 V1.1 2025 AMENDMENTS FOR AGM
- UP4800 - Building Security and Access Control Policy. 2024 V1.1 2025 AMENDMENTS FOR AGM

THANK YOU FOR YOUR COOPERATION IN ADHERING TO THESE RULES.

Rules 2024 and Alteration Rules 2025

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Construction and Renovation Policy

1. Introduction

The following policy outlines the standards and guidelines for construction and renovation within UP 4800, Yamaroshi and defines the Conditions of the current rule ***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 obtained in an ordinary resolution 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).

This policy has been developed in the interest of maintaining a harmonious and safe environment for all residents and businesses within UP4800 Yamaroshi.

The Conditions set out in this policy are designed to minimise disruption, ensure safety, and uphold the quality of life for the Yamaroshi Community throughout the duration of any construction or renovation projects. Adherence to this policy and Conditions is mandatory for all contractors, tradespeople, and property owners involved in construction or renovation activities within the UP4800 Yamaroshi.

The Owners Corporation of UP4800 acknowledges construction and renovations are necessary from time to time. This policy governs the parameters around construction and renovations undertaken within the UP4800 Yamaroshi. Owners and occupiers undertaking construction or renovation works are expected to abide by this policy and its Conditions ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property.

This policy is incorporated into the UP 4800 “Yamaroshi” Rules. An owner or occupier, failing to undertake construction and renovations in accordance with these Conditions will be subject to infringement as per the UP 4800 “Yamaroshi” Rules.

The terms ‘UP4800 – Yamaroshi’, UP 4800 “Yamaroshi”, ‘Yamaroshi’ refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the construction and renovation Conditions within Yamaroshi as well as responsibilities of owners and occupiers during construction or renovation works.

The primary objectives of this policy are:

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise complaints within the Yamaroshi Community and foster a collaborative environment where Yamaroshi Community members are fully informed of construction and renovation works.
- To establish a framework for managing construction and renovation works that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Category, Condition(s) Name and Description refer to the items set out in the table at point 7. Obligations of Owners and Occupiers undertaking construction and renovations.

5. Scope

This policy and conditions applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and Conditions, and any statutory guidelines or procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi construction and renovations within Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers undertaking construction and renovations

These Conditions underscore our commitment to adhering to community and building standards, and our dedication to the health, safety, and well-being of all residents, workers, and visitors to UP4800 Yamaroshi.

Owners and occupiers are required to strictly adhere to the following Conditions:

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.
General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must

		be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these Conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

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Hazardous Materials in Basement and Common Property Policy

1. Purpose

The following policy outlines the standards and guidelines for the storage and usage of hazardous and dangerous materials in Basement and common property within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all owners and occupiers, visitors, other members of the Yamaroshi Community and the environment.

Owners and tenants of UP48000 Yamaroshi are highly likely to use and own hazardous chemicals, hazardous substances, dangerous substances, dangerous materials, dangerous goods and potentially polluting substances for day to day use for cleaning, maintenance, fuel purposes, employment or other activities.

These include

- Home maintenance and household products
  examples: aerosols (e.g., spray paint, deodorant), alcohols (e.g., ethanol, methanol), adhesives, paints, thinners, matches and lighters, bleach, batteries. fuels, oils, solvents, spirits, and other chemicals
- LPG storage tanks;
- Lithium-ion batteries and other battery-powered equipment or products;
- Some agricultural chemicals such as fertilisers, herbicides and insecticides;
- Other fuels and other accelerants and such as liquid butane, barbeques starters, high proof alcohol and oils;
- Cleaning Chemicals, solvents and similar products.

Incorrect storage, inadequate security, unsafe quantities and unsupervised charging of these materials can pose high risk to the safety, health and wellbeing and reasonable enjoyment of all owners and occupiers, as well as the value and reputation of the Owners Corporation.

Therefore, the Owners Corporation has developed the following policy to provide guidelines and reasonable direction for storage and usage of items within Basements and common property.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to ensure safety and minimise risk to owners and occupiers, visitors and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

The primary objectives of this policy are:

- To establish clear guidelines for owners and occupiers regarding acceptable and permissible storage or placement of items in the Basement and common property areas. By doing so, the policy seeks to help owners and occupiers fulfill their obligations in a manner that promotes safety for all while minimising risk to the Owners Corporation.

- To promote safety and provide reasonable direction to owners and occupiers, and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

- To mitigate risk and the associated negative impacts of storage and usage of hazardous and dangerous materials, substances and good in Basement and common property areas, such as health hazards to people, damage to common property, damage to personal property, increased ongoing costs to insurance premiums and environmental pollution.

- To establish a framework for managing the storage and usage of hazardous and dangerous materials in Basement and common property areas that is fair and transparent for all owners and occupiers, service providers and others in the Yamaroshi Community.

- To contribute to compliance with relevant laws and regulations related to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas, codes and safety requirements.

All owners and occupiers, businesses, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation are expected to fully comply with this policy at all times.

Breaches and violations of this policy may result in actions to recover the costs incurred by the Owners Corporation due to non-compliance, such as cleaning or repairs and may result in reporting to police, fire services and other authorities.

The Owners Corporation and service providers for UP4800 will monitor compliance with this policy.

3. Scope

1. This policy applies to all owners and occupiers, businesses, Short-Term Rental guests, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation as well as any other members of the Yamaroshi Community.

2. This policy applies to all substances, chemicals, materials and goods, the associated risks they may pose based on definitions, relevant laws, best practise, national codes of practice, Australian Standards, and published advice and guidance from Australian Federal and Territory government departments, relevant Acts,

3. Relevant laws, standards and sources of guidance include, but are not limited to

    - Work Safe ACT - worksafe.act.gov.au
    - *Work Health and Safety Regulation 2011 (the Regulation)*
    - *Dangerous Substances Act 2004 (the Act)*
    - Safe Work Australia - safeworkaustralia.gov.au
    - AS 4332—2004: The storage and handling of gases in Cylinder
    - NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
    - AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
    - AS/NZS 3780 Storage and Handling of Corrosive Substances
    - Australian Dangerous Goods Code, 7th Edition (ADG Code)
    - Definitions in the '7. Definitions' section of this policy

4. This policy is intended to complement, and does not replace or supersede any existing laws, regulations, codes of practice, or other applicable requirements. Compliance with this policy does not absolve owners and occupiers and members of the Yamaroshi Community from complying with any other relevant laws or codes of practice, or similar requirements that may apply to the storage and usage of, chemicals, substances and any other goods and materials.

4. Policy Ownership, Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual Special General Meeting held in accordance with Unit Titles (Management) Act 2011.

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5. Framework and Review Cycle

The framework for the 'Yamaroshi: Hazardous and Dangerous materials in Basement and Common Property Policy' includes this policy, UP 4800 "Yamaroshi" Rules, *Work Health and Safety Regulation 2011 (the Regulation), Dangerous Substances Act 2004 (the Act),* AS 4332—2004: The storage and handling of gases in Cylinder, NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods, AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids, AS/NZS 3780 Storage and Handling of Corrosive Substances, Australian Dangerous Goods Code, 7th Edition (ADG Code) and the *Unit Titles (Management) Act 2011*

The Act and the Regulations operate together with Part 7.1 of the *Work Health and Safety Regulation 2011* which regulates these substances as 'hazardous chemicals' on the basis of the risks to health and safety arising from their physical properties or health effects. Other types of hazardous chemicals include gases under pressure, flammable liquids, toxic chemicals and corrosive chemicals.

All members of the Yamaroshi Community, whether workers or residents, are expected to behave in a manner consistent with Work Health and Safety laws in their use of common areas, including the storage of materials that may affect common areas or people in them. This approach contributes to compliance for the workplaces operating in Yamaroshi, and is can be used to provide guidance even where it would apply on its terms to residents.

For more information about the requirements contained in Part 7.1 of the Work Health and Safety Regulation 2011, refer to the WorkSafe ACT Hazardous chemicals page.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi

6. Implementation Time

To ensure a smooth transition to the 'Yamaroshi: Hazardous and dangerous materials in Basement and Common Property Policy', this section outlines the implementation timeline for existing and new/proposed owners and occupiers, service providers, other contractors and others this policy applies to.

a) All existing owners and occupiers, service providers, other contractors will be fully compliant with this policy within 48 hours of its effective approval, unless an extension is granted by the Executive Committee;

b) All new owners and occupiers, service providers, other contractors will be fully compliant with this Policy effectively immediately from its' start date.

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7. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include waste rooms, lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Basement or Basement Area refers to all levels below the ground floor of a building or complex, such as lot parking spaces, lot storage units, other storage units and any other area below ground floor.

Hazardous Chemicals

Chemicals are regulated as 'hazardous chemicals' under Part 7.1 of the Work Health and Safety Regulation 2011 (the Regulation) if they present a significant risk to health and safety due to their physical properties or health effects.

The most common types of hazardous chemicals found in the ACT are gases stored under pressure, flammable liquids, toxic chemicals and corrosive chemicals

These requirements also do not apply to fuel, oil and coolant products contained within any part of a system which provides or generates power for operation of a motor vehicle, an item of mobile plant or an appliance approved by the Owner's Corporation (e.g., backup generator, fire extinguisher, etc.).

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-chemicals

Hazardous Substances

Hazardous substances are dangerous. How dangerous depends on the type of substance, what it is made of, the way it enters the body, and the amount of substance that enters the body.

A hazardous substance can be any substance, whether solid, liquid or gas, that may cause harm to you or others.

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-substances

Liquid Petroleum Gas (LPG)
Liquid Petroleum Gas (LPG) is a common fuel source for commonly used for heating and cooking and sometimes in caravans and 4WDs to provide cooling for refrigeration devices.

LPG is a Class 2.1 flammable gas and classified as a Hazardous Chemical and a Dangerous Material.

Subject to AS 4332—2004 The storage and handling of gases in cylinders and NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/liquid-petroleum-gas-lpg-safety

Dangerous Substances
This term refers to goods regulated in the ACT as 'dangerous substances' under the Dangerous Substances Act 2004 (the Act). They include substances that have an explosive effect (explosives) or are a key component in the manufacture of explosive products (security sensitive substances).

Dangerous Goods

Dangerous goods are those that may pose an immediate hazard and risk to people, property and/or the environment.

In general terms a dangerous good for the purpose of this policy if it is listed in the *Australian Dangerous Goods (ADG) Code (Australian Dangerous Goods Code, 2018, Edition 7.7)* within any of the following classes or divisions,

These are:

- Class 1 (explosives)
  examples: fireworks, ammunition, detonators, flares, etc.
- Class 2 (gases)
  examples: oxygen tanks, LPG, butane, propane, lighters, aerosols, etc.
- Class 3 (flammable liquids)
  examples: petrol, diesel fuel, kerosene, ethanol, methanol, acetone, adhesives, paints, gasoline, perfume, some pesticides with flammable solvents, etc.
- Class 4 (flammable solids; substances liable to spontaneous combustion, substances which, on contact with water emit flammable gases)
  examples: matches, magnesium, aluminium powder, sulphur, etc.
- Class 5 (oxidizing substances and organic peroxides)
  examples: Hydrogen peroxide, potassium permanganate, sodium chlorate, ammonium nitrate (common fertilizer), etc.
- Division 6.1 (toxic substances)
  examples: Pesticides, herbicides, cyanide, arsenic, mercury, etc.
- Class 8 (corrosive substances)
  examples: Sulfuric acid, hydrochloric acid, caustic soda, battery acid
- Class 9 (miscellaneous dangerous substances and articles)
  examples: Lithium batteries, asbestos, airbag inflators, dry ice, etc.
  - substances which, on the inhalation as fine dust, may endanger health
  - substances evolving flammable vapour
  - lithium-ion batteries and battery-powered equipment
  - asbestos products
  - substances and articles which, in the event of a fire, may form dioxins
  - some agriculture products such as ammonium nitrate-based fertilizers
  - environmentally hazardous substances not covered by other classes

This list is not intended to be exhaustive. A good may be dangerous because of the risk that it poses, even if that good is not part of the list identified above.

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8. Prohibited Items and Activities

This section lists all prohibited items that will not be stored and or will not be used in the Basement, Basement lots and on common property in UP4800 Yamaroshi.

Unless an exception is granted by the Executive Committee

8.1 Items: It is prohibited to store the following in the Basement, Basement lot or on common property

a) Petrol and diesel fuels;

with the exception of petrol and diesel fuel that is

i. stored in a locked jerry can or similar storage container that is secured to the vehicle with a lockable cap

and also, must

ii. be intended to service the vehicle, but not stored on the vehicle with the intention of long-term unused storage

b) Other flammable liquids, such as kerosene, alcohol and lighter fluid;

c) Corrosive substances, such as acids, caustic soda, and bleach;

d) Explosive material, such as fireworks, ammunition and black powder;

e) LPG tanks in accordance to AS 4332—2004;

f) Toxic and Dangerous chemicals, such as pesticides, herbicides, cleaning solvents and methamphetamines;

g) Radioactive materials, such as medical waste;

h) Asbestos-containing material;

8.2 Activities: It is prohibited to use electrical outlets in the Basement or on common property to charge/re-charge Lithium-ion batteries and battery-powered equipment, with the exception of charging a vehicle using the common property EV Charging station.

9. Exemptions

Use or storage of items and activities listed as "Prohibited Items and Activities" in section 8 are strictly prohibited unless an exception is granted by the Executive Committee.

It is the responsibility of all members to comply and to seek approval from the Executive Committee prior to engaging in any prohibited activity or bringing any prohibited item onto the premises.

Safety will be the primary consideration in any decision by the Executive Committee to approve, or not to approve, the use or storage of hazardous and dangerous materials on common property, or where it might impact common property.

10. Responsibilities and Obligations

By adhering to the reasonable direction of these responsibilities, Owners, Occupiers and service providers will help to ensure the health and safety of all persons, while also minimising the risk of damage to the Common Property, private property and impacts to the value and reputation of UP4800 Yamaroshi.

10.1 Owners and Occupiers

For all Hazardous Substances, Hazardous Chemicals, Dangerous Substances, Dangerous Goods, Owners and Occupiers will:

a) **not store or leave any items in Basement or on Common Property** such as walkways, lobbies, fire stairs and waste rooms

b) **not charge any items in the Basement or common property with out approval** from the Executive Committee, such as Lithium-ion batteries and battery-powered equipment.

c) **not store prohibited items or engage in prohibited activities** in their Basement lot entitlement and on Common Property

d) **comply with relevant laws and regulations** and meet applicable codes and safety requirements for all items stored in their Basement lot, including but not limited to

- AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
- AS/NZS 3780 Storage and Handling of Corrosive Substances
- AS 4332—2004 The storage and handling of gases in cylinders
- NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
- Dangerous Substances Act 2004 (the Act)
- Dangerous Substances (General) Regulation 2004
- Dangerous Goods (Road Transport) Act 2009

e) **disclose to the Owner Corporation if they intend to store Hazardous Chemicals, Hazardous Substances, Dangerous Substances or Dangerous Goods prior to storing** by notifying the Strata Manager, such as disclosing Class 1 to 9 and Division 6.1 items;

f) **not store quantities or combinations that pose greater than a low risk** to health and safety of people, may result in damage to common property, private property or impact the value and reputation of UP4800 Yamaroshi;

g) **pay for any once off and ongoing additional costs related to storing such items** in their Basement lot, such as adjustment to fire control systems, protective equipment, spill kits and increases to insurance premiums;

h) **follow the warnings, instructions and expiration dates provided by the manufacturer** such as storage requirements (e.g., maximum temperature, keep away from other chemicals, etc.), disposal instructions, etc.

i) **ensure items that are stored securely** within their lot entitlement and with adequate security controls so as to

   i. not pose a risk to the safety, health and security of others;

   ii. limit the risk to damage to common property and other lots to rare/low;

j) **not impede fire management systems** protecting the Basement, such as solid covers on top of storage cages

k) **not store any such items in any additional storage systems in their lot that does not have an open or grated top** to enable fire systems to perform their function should an event occur

l) **ensure any such items are accurately labelled with appropriate warnings and storage instructions**

m) **regularly inspect stored items** to ensure that they are in good condition and not leaking or causing damage;

n) **notify the Owners Corporation of any issues or events immediately,** such as spills or leaks of hazardous or dangerous materials in the Basement;

o) **hold relevant licenses, obtain necessary approvals and permits, where approvals and permits are required the approval from the Executive Committee is also required prior to storing** in Basement lot

p) **maintain relevant licenses, approvals and permits**

q) **store items within the unit's allotment in the Basement so they do not block access ways, emergency exits or cause nuisance to other owners and tenants**;

r) **have any necessary spill kits, support materials and any other controls that are appropriate for the volume and type of substances stored**

s) **ensure that all waste or materials are disposed of compliantly**, such as items that require special disposal are disposed of properly, in accordance with relevant laws and regulations;

t) **comply with any requests to remove items or address issues where in breach of this policy immediately** by the Building Manager, Strata Manager or Executive Committee;

u) **undertake preventive, detective and corrective actions. Where the owner or occupier is unable to comply in a reasonable time or immediate action is required** the Owners Corporation will take appropriate and timely action to protect lives, common property and other obligations responsibilities in accordance to *Unit Titles (Management) Act 2011;*

v) **be accountable for any loss, damage and actions required from breaches of this policy, the owner will be invoiced for costs incurred by the Owners Corporation.**

11. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all owners, occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The Strata Manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the Strata Manager.

   The Strata Manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the Strata Manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the Strata Manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the Strata Manager.

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Why is a Move In/Move Out (MIMO) Policy Important?

A move in/move out (MIMO) policy is an essential part of any residential or commercial building's operation. Without such a policy, there is a high risk of vehicles partially obstructing the driveway, which can cause inconvenience and even danger to residents, visitors, and emergency services. In addition, the absence of a MIMO policy can lead to vandalism by moving companies, damage to the building, and an increased frequency of lift breakdowns which increase maintenance costs for all owners.

A comprehensive MIMO policy not only contributes to the safety and wellbeing of residents but also ensures that any costs caused by move-in or move-out events are attributed back to the responsible party. This helps to prevent the building's residents from being unfairly burdened with the costs of damages or repairs caused by these events. The Executive Committee, has developed a MIMO policy to address:

1. Protecting your Safety and Wellbeing

The Executive Committee view the Saftey and wellbeing of the Yamaroshi Community as its' number one priority We want everyone at Yamaroshi to be safe.

One of the most significant dangers is vehicles partially obstructing the driveway and items being moved obstructing fire exits and other entries and exits from the building. In relation to vehicles this has resulted in several near miss events that could have resulted in injuries to members of the Yamaroshi Community and the public because of partial obstruction of the driveway be vehicles.

This can be particularly dangerous in an emergency situation when every second counts and a blocked driveway impacts the ability for emergency services to respond should an event occur.

A MIMO policy ensures that these potential obstacles are removed, allowing for easy and safe access to the building for all.

2. Mitigating Damage and Theft

Moving companies and people moving in can also cause significant damage to the building during the moving process. This can include scratches, dents, and other types of damage to walls, floors, and elevators. Damage and theft may also occur where doors are left open for extended periods or not secured after the moving company or the person moving in leaves without properly securing doors.

A MIMO policy can help mitigate this risk by setting guidelines and expectations for moving companies and persons to follow when operating MIMO on the premises.

3. Lift Breakdowns - Inconvenient and Costly

Another significant risk of not having a MIMO policy is an increase in lift breakdowns. When the lift is held open for extended periods during move-in or move-out, it can cause wear and tear on the lift, leading to more frequent breakdowns. This can be a significant inconvenience for residents and can also result in expensive repairs.

4. Minimising impact to Owners and Occupiers

A MIMO policy is helps to ensure the lifts are available and accessible for residents and their guests. By setting guidelines and regulating the duration of lift usage during move-ins and move-outs, a MIMO policy helps to prevent the lifts from being held up for extended periods of time, which can cause inconvenience and delays for residents.

Conclusion

A MIMO policy is crucial for any residential or commercial building to ensure the safety and wellbeing of its occupants, prevent damage to the building, and reduce the occurrence of lift breakdowns. Without such a policy, the building and its residents are at risk of accidents, inconvenience, and unnecessary expenses.

The EC strongly encourages you to consider the value in endorsing the motion for a MIMO policy. to ensure the smooth operation of the building and the safety of their occupants.

YAMAROSHI
アパート

Move in Move Out Policy

1. Introduction

The following policy outlines the standards and guidelines for move ins and move outs, (MIMO) of Yamaroshi, UP 4800.

This policy has been developed because MIMOs require access to common property.

The Owners Corporation recognises MIMO within Yamaroshi can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of 4800 has developed the following policy to govern MI/MO activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the safe and secure use of common property during a MIMO as well as maintaining the reputation of the Owners Corporation.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as breakages, theft; and
- To establish a framework for managing MIMOs that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Move In – Move Out Rules and Procedure Form refers to the form provided by the building manager or strata manager that must be completed by the owner or occupier moving in or out of Yamaroshi.

Removalist/s refers to the person/s or company providing the removal service of personal property in or out of the building.

5. Scope

This policy applies to all owners and occupiers who MIMO of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi MIMOs includes this policy, the 'Move In Move Out Rules and Procedure Form, UP 4800 "Yamaroshi" Rules, Yamaroshi: Building Security and Access Control Policy and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers moving in and out of Yamaroshi

Owners and occupiers are obligated to:

- Complete and abide by the Move In – Move Out Rules and Procedures Form and abide by the UP 4800 Rules;
- Acknowledge that failure to abide with the Yamaroshi Move In – Move Out Rules and Procedures will result in infringement notice to the owner and occupier;
- Acknowledge the liability for any loss resulting from a security breach during the MI/MO due to the failure to secure the building at all times during or following the move. The building front doors must not be left unsecured at any time and recovery for loss or damage will be made pursuant to paragraph 31(1)(a and b) of the *Unit Titles (Management) Act 2011*;
- Take responsibility of the removalist/s at all times while they are on Yamaroshi Common Property, including not causing nuisance to the Yamaroshi Community during the MIMO; and
- Meet the full cost of damage caused by removalist/s.

YAMAROSHI
アパート

Yamaroshi Short Term Rental Policy

1. Introduction

The following policy outlines the standards and guidelines for short stay accommodation, such as Airbnb or Stayz within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all residents, guests and visitors as well as maintaining the reputation of the Owners Corporation.

The Owners Corporation recognises the right of individual lot owners to lease or rent their units for short stays. However, it also recognises that such activities can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of UP 4800 has developed the following policy to govern the conduct of Short-Term Rental (STR) activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to balance the needs of property owners and residents with the desire of some property owners to generate income through short stay rentals.

The primary objectives of this policy are:

- To promote safety and security for all residents and visitors, including short stay guests.
- To ensure the reasonable enjoyment of the property by all owners and occupiers their visitors and short stay guests.
- To minimise any negative impacts of short-stay accommodation, such as excessive noise, waste, wear-and-tear or damage to common property.
- To avoid or minimise any additional costs to the Owners Corporation attributable to short stay accommodation on Common Property such as cleaning, increased insurance premiums, security, or wear and tear.
- To establish a framework for managing short stay accommodation that is fair and transparent for all property owners and occupiers.
- To contribute to compliance with relevant laws and regulations related to short stay accommodation, codes and safety requirements.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Short-stay accommodation and Short-Term Rental (STR) refers to an apartment or a room in an apartment in UP4800 – Yamaroshi rented like a hotel or motel, often through an online provider (e.g., Airbnb or Stayz) that may be booked for days or months.

Short-Term Rental Business (STRB) refers to the operation of renting out properties, such as apartments or rooms, for a short period; usually ranging from a few days to a few months, to individuals seeking temporary accommodation. This business model involves offering short-term stays to guests in exchange for payment, and it can be facilitated through various platforms such as Airbnb, Stayz or other platforms providing similar services.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Short-stay accommodation and Short-Term Rental guest (STR guest) refers to the person renting the property from the STRB Operator. This may be an individual or group, and they are expected to follow the rules and regulations set forth by the STRB Operator owner.

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Guest Code of Conduct is a set of guidelines and expectations at **Attachment A**.

The purpose of the guest code of conduct is to ensure that STR guests contribute to a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

YAMAROSHI
アパート

5. Scope

This policy applies to all property owners and occupiers who wish to offer and are offering Short-stay accommodation within the property as a Short-Term Rental Business (STRB), either whole or part of the property where the property is rented on a short-term basis with in UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. Where the STRB is operated by a tenant, the owner of the unit and the tenant both have full responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for the Yamaroshi: Short Stay Accommodation includes this policy, the 'Template – Code of Conduct', UP 4800 "Yamaroshi" Rules, "Yamaroshi: Building Security and Access Control Policy" and the *Unit Titles (Management) Act 2011*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Implementation Time

To ensure a smooth transition to the Short Stay Accommodation policy, this section outlines the implementation timeline for existing and new/proposed short term rental businesses.

a) All existing STRB Operators are required to comply with the policy on and from the latter of
   - the date that this policy takes effect and
   - 90 days after the date of the Special Resolution agreeing to the policy.

b) All new/proposed STRB Operators are required to comply with this policy from the date that it takes effect.

8. Obligations of Short-Team Rental Businesses

An STRB Operator in UP4800 Yamaroshi is responsible for compliance with all of the following obligations. If STRB Operator is not the lot owner, the lot owner is responsible for any financial obligations including recovery costs arising from breaches of this policy, and for taking all reasonable steps to ensure compliance with this policy by the STRB Operator.

By operating STRB in UP4800 Yamaroshi the STRB Operator is responsible for meeting all their obligations.

8.1 General

a) The lot owner of a lot operating STRB is accountable to the Owners Corporation for all additional costs attributed to the operation of the STRB, such as variations to insurance, after hours cleaning, emergency call outs and other reasonable costs associated with the STRB;

b) All additional costs attributed to the operation of the STRB will be passed on to the lot owner;

c) The STRB Operator must require guests to comply with the "Guest Code of Conduct" that will include sections related to

1. Safety and security (including keys and access devices);
2. emergency protocols and reporting obligations;
3. controls to limit the risk of unacceptable noise and disturbances;
4. guidance and rules relating to smoking and illicit substances;
5. maximum number of guests for the STR;
6. expectations of use car park facilities;
7. waste management;
8. compliance with all UP4800 "Yamaroshi" Rules in the form of an agreed statement of compliance

STRB Operators may comply with the Guest Code of Conduct at **Attachment A**, or may create and require compliance with its own Guest Code of Conduct provided that it incorporates all requirements of the Guest Code of Conduct at **Attachment A**.

8.2 Prior to commencing

The STRB Operator will meet all of the following obligations and demonstrate such compliance to the Strata Manager prior to commencing a STRB at UP4800 Yamaroshi. A STRB Operator of an existing STRB when this policy takes effect must meet all of the obligations and demonstrate such compliance by the time that this policy applies to the STRB.

The Strata Manager or EC may require evidence of compliance and the STRB Operator must comply with any reasonable request.

a) The STRB Operator will

1. advise the Owners Corporation when a lot will commence providing Short-stay accommodation services;
2. obtain and provide evidence of approval from the Owner if the STRB Operator is any person other than the Owner of the lot;

3. obtain and provide evidence of approval from the lot Owner of any initial and ongoing increased cost that is likely to result in a variation to Strata fees, such as increased insurance premiums, and other relevant to costs attributable to the operation of a STRB;
4. provide assurance that keys, fobs and access devices will **not be stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property** without the express permission of the Owners Corporation;
5. provide a copy of their public liability insurance policy as a STRB Operator
6. advise whether the STRB will use the Code of Conduct at **Attachment A** or provide a copy of the Guest Code of Conduct to be used by the STRB incorporating those obligations;
7. provide assurance the UP 4800 "Yamaroshi" Rules are available to STR guests prior to their stay;
8. develop a comprehensive security plan that includes measures to protect the building and its residents, including implementation of access control measures, maintenance of any security measures and regular inspections of the premises in accordance with "Yamaroshi: Building Security and Access Control Policy". The security plan must include how access will be provided to STR Guests and the final plan **must not include any key boxes or access control mechanisms, which are located on or provide access to common property**;
9. provide the Owners Corporation and the Executive Committee with emergency contact numbers of the STRB provider or their nominated delegate responsible in the event of emergency, serious event or complaint.

8.3 During Operation

a) The lot owner will

1. Pay any costs associated with the Operation of a STRB in accordance with *Unit Titles (Management) Act 2011* and UP4800 "Yamaroshi" Rules.

b) The STRB Operator must:

1. **Ensure STR Guests have access to UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their booking**;

2. **Ensure STR Guest accept UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their stay:** The acceptance either incorporated it into the conditions of their stay or by obtaining guests agreement in another form;

3. **Display the 'Code of Conduct' and 'UP 4800 "Yamaroshi" Rules' in STR:** Both must be prominently displayed made and easily accessible;

4. **Provide 24x7 Availability for emergency or urgent matters:** The STRB Operator or their delegate will be available at all times (24x7) in case of emergency. The STRB Operator or their delegate may also be contacted for other urgent issues or concerns related to the property or the STR guest's stay;

5. **Respond in a timely manner for non-urgent matters:** They will respond to non-urgent matters raised by the Owners Corporation, their Strata Manager or Building Manager in a timely manner. This includes addressing any concerns or issues related to the STR property or the STR guest's stay, as well as responding to reasonable requests for information or updates,

6. **Comply with laws:** Ensure their STRB complies with all relevant laws related to operating a Short-term Accommodation service or otherwise applicable to the STRB at all times. This includes, but is not limited to, obtaining any necessary permits or licenses required by local or national authorities, and ensuring that the property meets all health and safety requirements.

7. **Limit noise and minimise disturbances:** Guests will be considerate of neighbours and avoid excessive noise or disturbances that may disrupt the peace and quiet reasonable enjoyment of owners and occupiers;

8. **Impose and enforce guest occupancy limitations:** A limitation on the number of guests allowed in the STR. Making sure that guests are aware of these limitations and are informed of the consequences of exceeding them;

   The occupancy limit is to be no more than 6 people, and must also be more than:

   - two guests per bedroom; plus
   - two additional guests if using a sofa bed in a living area.

9. **Implement Safety, Security and Emergency controls:** The STR must be equipped with appropriate and maintained safety and security controls to comply with any relevant laws and regulations, minimise impact to insurance and limit the risk of events occurring. These measures must include use of smoke detectors and fire extinguishers in compliance with any relevant Australian Standard, locks on all doors and windows, and complying with other Policies or requirements in the UP4800 "Yamaroshi" Rules relating to safety, security and emergency controls such as the use of any key safes approved by the Executive Committee, reporting lost or stolen keys and access devices.

   STR guests must be provided:

   - safety information - clear instructions on how to use safety features;

- key security information - clear instructions notifying guests that keys, fobs or access devices must not be left unattended on Common Property under any circumstances, as well as how to immediately report lost or stolen keys, fobs or access devices;
- emergency contact information in case of an emergency

STRB Operators must review safety, security and emergency controls regularly to ensure they remain effective and to address any new security concerns that may arise or changes to laws, acts and regulations in accordance with 8.3 During Operation b) 6. Compliance with Regulations, Laws, and Acts in this Policy;

10. **Provide Smoking and Illicit Substances controls:** Provide clear guidelines and rules for the STR regarding smoking and illicit substance use. If the STR does not prohibit smoking it must have effective controls to limit smoke drift so as not impact the reasonable enjoyment of owners and occupiers.

    There is a ZERO TOLERANCE towards illegal drugs and illicit substances on the premises; you will ensure STR guests are aware of any guidelines and zero tolerance stance as well as applicable consequences of violating them

11. **Communicate expectations about respecting the Yamaroshi Community:** STR guests are expected to treat all individuals involved with courtesy and respect. This includes owners, occupiers and all members of the Yamaroshi Community. STR guests should not engage in any behaviour that may cause harm, discomfort, inconvenience or nuisance to any member of the Yamaroshi Community;

12. **Communicate expectations about respect for Common Property:** STR guests are respectful and will treat common property and associated services with reasonable care. This includes limiting accidental damage and not deliberate damage or acts of vandalism to the property, leaving it in a clean and tidy condition upon departure;

13. **Provide guidance about the use of the car park and parking spaces:** Their STR guests are respectful and will treat the car park and parking spaces with reasonable care. STR guest will drive at a safe speed, park only in designated spots, refrain from blocking other cars, not impede others from accessing vehicles or storage. STR guests will not damage or vandalise any of the parking facilities and should report any damages or issues to the host immediately. STR guests should also dispose of any waste or litter properly and leave the parking area in a clean and tidy condition, including free from oil leaks and other spills;

14. **Provide guidance about Waste Management:** STR guests must dispose of their waste and recyclables in designated areas only. STR guests must follow the waste management guidelines provided by the STRB, including separating recyclables from non-recyclables and properly disposing of any

hazardous materials. STR guests must not leave any waste or mess in common areas or outside of designated disposal areas**;**

15. **Report events, issues and damages:** The STRB must report any event that has caused or may cause loss or damage to the Yamaroshi Community to the Stata Manager. Reports must be made to the Strata Manager:
    - **Immediately** if the event
        a. involves the attendance of any emergency services,
        b. causes actual or potential structural damage, including damage to walls, water leaks that have caused or may cause damage to a wall, floor or ceiling,
        c. causes or creates a risk of injury or illness to a member of the Yamaroshi Community, or
        d. involves a security breach or poses a security threat to Yamaroshi, including break ins, theft, vandalism or the loss of keys or fobs; and
    - **within one business day** in any other case.

    During any out of hours or closure period for the Strata Manager, the STRB must contact the Strata Manager using emergency contact details posted in the foyer or elevator, or given by the Strata Manager to owners in writing.

16. **Provide ongoing proof of Public Liability Insurance:** Maintain valid and active public liability insurance policy as a STRB Operator at all times and provide a copy of the certificate of insurance to the Strata Manager

8.4 Post Operation

a) When a deciding to cease the STRB Operator will inform the Strata Manager of
    1. the final day of operation of the STR
    2. any matters relating to outstanding issues.

b) When operations have ceased the STRB Operator will
    1. no longer operate the ceased STR;
    2. return to original condition of agreed items on common property, unless an offer to take ownership of the asset is made and accepted by the EC or there is already an agreement in place made with the original request; and
    3. if the STRB intends to recommence operation of the STR – comply with this policy in the same way that it would apply to any new STR.

9. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all Owners, Occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The strata manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the strata manager.

   The strata manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the strata manager, the next step is to contact the Executive Committee. The Executive Committee is a group of volunteers who are elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the strata manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the strata manager.

YAMAROSHI
アパート

Yamaroshi Building Security and Access Control Policy

1. Introduction

The following policy outlines the standards and guidelines for building security and access device control of Yamaroshi, UP 4800.

This policy has been developed because Keys and Access Devices provide access to Common Property as well as individual units.

The Owners Corporation acknowledges building security and the care for Keys and Access Devices is a shared priority. Owners and occupiers are expected to abide by this policy ensuring the Yamaroshi Community experience safety and security within the building.

The Owners Corporation of Yamaroshi UP 4800 has developed this policy to govern building security and access control measures ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to secure Keys and Access Devices in accordance with these guidelines will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the building safety and security as well as responsibilities of owners and occupiers as well as maintaining the reputation of the Owners Corporation.

Security breaches may result in theft or damage to property and may require measures such as locks being changed to avoid the risk of further loss. The Owners Corporation will pass on any costs to the owner of the relevant unit where those costs are attributable to an owner or occupier. Breaches of this policy will be taken as actions attributable to the owner.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as theft or damage, and;
- To establish a framework for managing building security and Access Devices that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Keys refer to the restricted individual unit key that also accesses Common Property.

Access Devices refers to garage fobs, proximity cards and other electronic devices that provides access to the building.

Waste Room Codes refers to the unique code provided to every owner and occupier. Waste room unique codes are changed if an owner or occupier joins the Yamaroshi Community

5. Scope

This policy applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi building security and the use and storage of keys and access devices to Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers for Yamaroshi Keys and Access Devices

Owners and occupiers are required to:

- Ensure Keys or Access Devices **are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property** without the express permission of the Owners Corporation;
- Short term rental Keys and Access Devices **must not be left unattended on Common Property under any circumstances;**
- If unauthorised key boxes are found on Common Property, they will be removed and disposed of;
- Not allow any person to tailgate into the building;
- Deny access to the building if an unknown person contacts you through the security system;
- Ensure all doors (including garage and waste rooms) are secured following entry or exit;

- Not share individual Waste Room codes with others; and
- Provide notice immediately to the Strata Manager upon realising that a Key or Access Device has been lost or stolen. The owner or occupier will provide all reasonable assistance to the resolution of any resulting security risks.

The Owners' Corporation uses CCTV to identify security breaches and may use footage to identify the parties responsible for any breach.

Obtaining additional keys or fobs

Keys and or Access Devices for Yamaroshi lots can only be issued with the permission of the Owners Corporation, administered by the strata manager.

The strata manager may require reasons as to why additional Keys or Access Devices are required, and may refer requests to the Executive Committee.

Waste Room Unique Codes

Each owner or occupier will be provided a unique code for access to the residential or commercial waste rooms. This code will also provide access to the ground floor fire stair door and first floor commercial bathrooms as appropriate. Unique codes must not be shared or passed to new owners or occupiers. Owners or property managers may apply to the Executive Committee for additional unique codes to that of the occupier. All new owners or occupiers must request their unique code from the Executive Committee, Building Manager or through the Strata Manager.

Lost or stolen Keys or Access Devices

If a Key or Access Device is lost or stolen, the owner or occupant responsible for that key or Access Device must notify the strata manager **immediately.**

Failure to notify the strata manager will result in a breach of the UP 4800 "Yamaroshi" Rules. Penalties apply.

The strata manager will notify the Executive Committee of the Owners Corporation. The owner or occupier must provide as much information as possible relevant to the loss or theft and the risk arising from the loss of the Key or Access Device such as:

- When the person identified that the Key or Access Device had been lost or stolen;
- When the Key or Access Device was last used or known to have been in the person's possession; and
- Where the Key or Access Device may have been lost or stolen

Following notification that a Key or Access Device has been lost, the Executive Committee may, in its discretion, arrange for new locks or door mechanisms. Where the Executive Committee determines that it is necessary to replace or

reprogram Keys, locks, Access Devices or door mechanisms, the Executive Committee:

- Will notify owners and occupiers as soon as possible.
- Will provide information to owners and occupiers about the steps being taken, and any steps required of the owners or occupiers.

- May invite owners or occupiers to agree to the Owners' Corporation to arrange replacement locks, issue Keys or enter into other arrangements with respect to units under section 29 of the *Unit Titles (Management) Act 2011* (ACT).
- Will raise a debt to recover the costs of the replacement or reprogramming, against:
    - The owner or occupant of the unit who lost the Key or Access Device or from whom it was stolen, or who was responsible for any breach of this policy; and/or
    - A person who agreed to the Owners' Corporation arranging works to be undertaken on their unit, pursuant to section 30 of the *Unit Titles (Management) Act 2011*.

bright & duggan

australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 4800

32 Mort Street, BRADDON, ACT, 2612

Meeting Date:	Thursday 29 May 2025
Time:	05:30 PM due to reduced quorum 6:04 PM
Address:	https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 484 167 757 46 Passcode: gS3Aq7Kf --- Dial in by phone +61 2 7208 4885,,14514958# Australia, Sydney Phone conference ID: 145 149 58#
Present:	Yuan Chen (Lot 6) Owner present (pre-voted) James Joseph English & Lauren Jane Moore (Lot 11) Owner present Matthew Thomas Harcourt-Cooze (Lot 32) Owner present (pre-voted) Anthony Charles Warnock & Sandra Lea Warnock & Aimee Warnock (Lot 33) Owner present (pre-voted) Anthony Charles Warnock & Sandra-Lea Warnock (Lot 36) Owner present (pre-voted) William Bannear (Lot 40) Owner Present Kathryn Anne Ross (Lot 55) Owner present Amit Pratap & Promila Pratap (Lot 60) Owner present (pre-voted) Virginia Sinlao representing Bright & Duggan
By proxy:	Soo Hyeon Choi (Lot 27) nominate Sandra Warnock Lot 36 Heath Gregory Penwill (Lot 52) nominate Chairperson Troy Arthur James Fletcher (Lot 54) nominate Sandra Warnock Lot 33

Mike Yang as trustee for Ray Trust (Lot 63) nominate Allen Chen/Greg Moore

Absentee voters:

Damian Matthew Doyle (Lot 2) Electronic vote
Vincent Terrence Mamo & Briony Louise Mamo & Catherine Lynne Mamo (Lot 29) Electronic vote
Xinghua Mai (Lot 37) Electronic vote
Richard Rowe (Lot 49) Electronic vote
Richard Barry Wallace & Alison Wallace (Lot 50) Electronic vote
Elliot Braddon Holdings Pty Ltd & Gray Braddon Holdings Pty Ltd (Lot 64) Electronic vote
ASREN SMSF Pty Ltd (Lot 65) Electronic vote
Superatreya Property BT Pty Ltd as bare trustee for Superatreya Pty Ltd as trustee for Superatreya Superannuation Fund (Lot 68) Electronic vote

Chairperson:

SANDRA-LEA WARNOCK

Apologies:

Heath Penwill (Lot 52)
Troy Flecther (Lot 54)
Alexander Elliott of Elliott Braddon Holdings Pty & Gray Braddon Holdings Pty Ltd (Lot 64)

Quorum:

A quorum not achieved

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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: 4800

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Thursday, 29 May 2025

Tick applicable box, or both boxes if applicable:

☑ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 - Reduced quorum decisions

If there is insufficient space here, tick ☑ and attach details to the notice
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Thursday, 29 May 2025

A4 - Owners corporation declaration

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

Seal affixed: Wednesday, 11 June 2025

Signed | Name: Virginia Sinlao

Title: Strata Manager

THE OWNERS - UNITS PLAN No. 4800 Common Seal

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

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

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).

Motions

1. Election of Chair

That the Owners Corporation of Units Plan 4800 elect a member to preside as Chairperson at this meeting.

Sandra Warnock chaired the meeting, as the Chair of the 2024/2025 Executive Committee.

2. Acceptance of Proxies

That the Owners Corporation of Units Plan 4800 consider accepting the nominated proxies, acknowledge the absentee votes, and apologies received prior to the start of the meeting.

The nominated proxy was acknowledged as presented.

3. Executive Committee Chairperson's Report - Acknowledgement

The Chairperson's report is attached, which offers a comprehensive summary of the actions and determinations made by the Executive Committee for the 2022/2023 term on behalf of the Owners Corporation of Units Plan 4800.

4. Minutes

Motion 1: That the minutes of the last annual general meeting held on 18 June 2024 of the Owners Corporation of Units Plan 4800 be adopted as a true and accurate record of the proceedings of that meeting.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 0	ABSTAINED: 1
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

5. Audit Acknowledgement (Previous Year)

The Executive Committee of Units Plan 4800 undertook the 2024 audit to ensure that all practices and processes have been carried out correctly.

Acknowledged.

6. Financial Statements

Motion 2: That the attached statements of key financial information of Units Plan 4800 for the financial year ending on 31/12/24 for the administrative fund, the sinking fund and any other fund held by the Owners Corporation, be adopted.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 0	ABSTAINED: 1
Absentee VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 0

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7. Financial Audit

Motion 3: That the Owners Corporation of Units Plan 4800 authorises the Executive Committee to obtain an audit for the 2025 Financial Statement for the year ending 31 December 2025 and this will be displayed as an annual budgeted item.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

8. Invest Sinking Fund

Motion 4: That the Owners Corporations for Units Plan 4800 authorises the Executive Committee to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

Manager's note: During the meeting, a question was raised regarding why the Owners Corporation solely invests in Term Deposits rather than Bonds or Asset-Backed Securities (ABS). Investing in Bonds carries financial risks that could compromise the Owners Corporation's ability to meet operational obligations and maintain common property. Bond prices are subject to fluctuations due to interest rates and market conditions, which introduces a higher level of risk. In contrast, Term Deposits provide a straightforward investment option with a fixed interest rate for a designated term, ensuring greater stability for the Owners Corporation. It is recommended that if the Owners Corporation intends to pursue other forms of investments, it should obtain legal advice, as this relates to legislation outside of unit titles.

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9. Insurance Certificate - Acknowledgement

That the current insurance of the Owners Corporation for Units Plan 4800, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0000023535	CHU Underwriting Agencies	07 Jul 2025	BUILDING	$41,674,500.00
			PUBLIC LIABILITY	$30,000,000.00
			COMMON AREA CONTENTS	$416,745.00
			LOSS OF RENT	$6,251,175.00
			FIDELITY GUARANTEE	$250,000.00
			VOLUNTARY WORKERS	$200,000.00 / $2,000.00
			OFFICE BEARERS	$5,000,000.00
			GOVERNMENT AUDIT COS	$25,000.00
			WH&S APPEAL EXPENSES	$100,000.00
			LEGAL EXPENSES	$50,000.00
			LOT OWNERS IMPROVEME	$250,000.00
			FLOOD	Insured
TOTAL PREMIUM: $47,613.81				

Excess Refer to policy.

Acknowledged.

10. Insurance Valuation Acknowledgement

The Owners Corporation for Units Plan 4800 obtained a building valuation for insurance purposes, noting the previous valuation from QIA Group Pty Ltd was prepared on 21/3/23, and authorises the Executive Committee to adjust the sum insured in accordance with the renewal and for the managing agent to adjust as instructed.

Manager's note: The meeting agreed that the insurance valuation will be resolved at the next Annual General Meeting (AGM) to determine whether to obtain a new valuation or adjust the sum insured for the renewal.

11. Insurance Renewal

Motion 5: That the Owners Corporation of Units Plan 4800 resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;
2. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

12. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 4800 have no new or outstanding Insurance Claims.

Acknowledged.

13. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 4800 have an outstanding maintenance issue.

- Regarding building defect issues with the builder, the review process is still ongoing, as our independent structural engineer, Mal Wilson, is awaiting the executed work plan to be provided. Without this document, he is unable to finalise his assessment of the completed work. - attached the relevant report along with the builder's response to this matter.
- Cladding, where the black faced aluminium composite panels containing 27% Polyethylene installed forming a parapet capping to the level 1 balconies on the western elevation shall be removed and replaced with a product deemed non-combustible. - attached is the Black ACP to be replaced
- Lot 57 needs to perform repairs to the common property due to damage caused during the initial fit-out. Images have been provided displaying the damage, including holes in the common property's bin enclosure and other affected areas. The unauthorised works carried out on the common property include damage to the concrete slabs with multiple cores drilled, significant plumbing installed in the waste rooms below the tenancy, as well as cores and plumbing works connected to common property in the basement, and damage to the wall above the waste rooms where a hot water service was installed.

The meeting acknowledged the maintenance issues listed and will address them in the first Executive Committee meeting.

14. Maintenance Plan

Motion 6: That the Owners Corporation of Units Plan 4800 resolves to adopt the current building maintenance plan, from QIA Group Pty Ltd, that was prepared on 22/10/21.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

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15. Sinking Fund Plan - Adopt

Motion 7: That the Owners Corporation for Units Plan 4800 resolves to adopt the current Sinking Fund plan, effective from the first date of the next financial year; and to delegate to the strata committee the authority to instruct the managing agent to undertake any functions, as outlined in the strata management agency agreement (additional services schedule), that are necessary for the implementation of the required funds.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

16. The Tenant of Lot 63, Unit G007 requested to propose their preventative, detective, and corrective controls necessary to ensure effective cleaning services during weekend trade.

Introduction

Lot 63, Unit G007 of the Yamaroshi Complex is owned by Mr Mike Yang, which has been leased to Volstead Repeal (**Volstead**) a whisky and cocktail bar, since February 2022. Volstead trade Sunday to Thursday from 5pm – 12am and Friday to Saturday from 5pm-1am.

At the Annual General Meeting (**AGM**) on 18 June 2024, the Owners Corporation (**OC**) resolved on motion 9, to determine the expenditure of $6,006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends (**Cleaning Levy**). The additional weekend cleans are carried out on a Saturday morning.

Because Volstead are the only commercial occupant open on weekends, the effect of the resolution is that Mr Yang must bear the entire cost of the Cleaning Levy (which is passed onto Volstead pursuant to the terms of its Lease). Accordingly, on 5 July 2024, the OC issued a Levy Notice pursuant to the *Unit Titles (Management) Act 2011 (ACT)* in the amount of $10,530.22 to Mr Yang. The levy comprised the ordinary levies for the Complex, but also applied an amount of $2,292.20, being the Cleaning Levy for the period 1 May 2024 to 31 August 2024.

On 26 February 2025, Volstead met with the Executive Committee (**EC**) and Strata Manager for the Complex to discuss alternative solutions to address facility maintenance of the Common Property toilets in absence of the Cleaning Levy. Namely, for Volstead to assume responsibility for weekend cleaning in the place of a third-party provider, eliminating the need for the Cleaning Levy.

The purpose of this document is to outline Volstead's proposed preventative, detective, and corrective controls necessary to ensure effective cleaning services during weekend trade, and for the OC to consider and vote on the motions proposed by Volstead in respect of the same.

Submissions:
Prior to the Cleaning Levy, the cleaning of the Common Property toilets over the weekend trade was dealt with on an ad hoc basis. That is, a third-party provider would be engaged when an incident arose or required a professional cleaning service.
The Cleaning Levy is $6,006 per annum, which equates to 32.4 - 48.1 cleans over the course of the year. Comparatively, ad hoc cleans have only typically cost between $137 to $225 per clean (attachment A), and in the period between 2023 and 2025, only three invoices in relation to additional cleaning were raised with Volstead. This means the average annual cleaning cost was around $181, being $5,815.20 less than the Cleaning Levy.
We understand that the Cleaning Levy was introduced in response to concerns of the OC surrounding the cleanliness of the common property toilets over the course of weekend trade. However, the costs associated with the Cleaning Levy are, with respect, disproportionate to the OC's concerns, and premature in the circumstances, given:

1. only three incidents have been raised with the Volstead since its lease commenced on 1 July 2021;
2. on each occurrence, Volstead were agreeable to incurring the cost of additional ad hoc cleaning services required to rectify the incidents;
3. the Cleaning Levy was raised without consultation;
4. Volstead have not been provided with a reasonable opportunity to identify, rectify and manage the cleanliness issue prior to the raising of the Cleaning Levy; and
5. The Cleaning Levy is a significant cost for a comparatively small business.

Volstead's primary concern with the Cleaning Levy is that the cleaning services are provided on a Saturday morning, which does not seem to take into consideration that Volstead also trade on Saturday and Sunday from 5pm. Accordingly, cleaning prior to the conclusion of the weekend seems to be an inefficient use of the Cleaning Levy and does not actually effectively address the issue or concerns of the OC.

Cleaning Control Measures and Action Plan
Volstead propose to introduce new procedures as part of close on weekends, which includes:

1. **Inspection and Cleaning Scope**: During and following weekend trade, the following procedures have been adopted:

a. During trade, Volstead staff are required to inspect the hallways leading to the toilets, and the toilets themselves and take photos and document the state and condition of the same;
b. Volstead staff will rectify/clean any mess or issues identified (including overflow of waste paper bins in the toilets) during trade;
c. Volstead have engaged a third party cleaner to undertake end of night cleans on Friday and Saturday; and
d. Volstead staff are required to refer any mess or issues identified, and cannot be easily rectified during trade, to the end of night cleaner for action.

2. **Tracking & Accountability**: Our staff inspect and take photos of the state of the hallway leading to the toilets, and the toilets themselves, and rectify any mess or issues identified during the inspections. As part of the inspection, a checklist (**attachment B**) is completed by the staff, and pictures taken during the inspection saved to Google Drive.

3. **Prevention Measures** – Volstead Repeal is one of the most highly awarded venues in Canberra, and we take our Responsible Service of Alcohol commitments very seriously. The majority of issues we've encountered relate to patrons *unable* to navigate to the bathrooms due to the complexities of the process of getting to the bathrooms. We believe additional signage and providing handouts to customers will aid in better navigation to the bathrooms and could help reduce the likelihood of further incidents.

4. **Incident Response** – The nightly inspections will ensure that incidents are resolved in a more timely fashion than the current solution in place, where issues remain unidentified or unresolved for several hours. Nightly inspections will ensure that issues are identified by no later than end of service each night and are resolved immediately, or by the cleaners on the same night.

5. **Exceptional Cleaning Requirements** – Although we are not aware of any special or limited access cleaning equipment utilised by the current OC's cleaners, any issues not adequately addressed by our staff and/or our cleaner will be notified to the Building Manager and/or representatives of the EC for out-of-scope cleaning to be undertaken, for which we will readily bear the additional cost.

6. **Exit & Resolution Conditions** – Our proposal includes 3 separate solutions. As such, Motion 4 is proposed as the Exit & Resolution method should the first two proposals not be deemed appropriate, which is measured by more than 5 incidents of unsatisfactory condition of the toilets and/or common areas leading to the toilets ***(with sufficient evidence provided)*** *over the 12-month following this AGM.*

Manager's note: The resolution for an additional weekend cleaning stems from recurring issues related to the Lot 63 Unit G007's patrons using the toilet facilities. There have been multiple instances requiring specialised cleaning due to vomit, urine, and feces found in the hallway and staircase. This situation has led to weekly

complaints from commercial tenancies, creating increased cleaning demands that detract from time allocated for other cleaning tasks, including residential areas. To manage the risks effectively, also ensure the replenishment of consumables, such as toilet paper and hand soap. After thorough review, the Owners Corporation resolved during the 2024/2025 AGM to implement weekend cleaning for Lot 63, Unit G007, due to extensive public use of the restroom. The following motions will be put to a vote, with the outcome determined by a majority vote. A majority vote will either resolve or defeat each motion as presented. Votes will be counted by poll vote if votes are equal count.

17. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, the Tenants "Volstead Repeal" Proposed the Motions 8 to 11

Motion 8: That the Owners Corporation for Units Plan 4800, resolve to determine that motion 9 resolved at the AGM on 18 June 2024 be rescinded on and from even date.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

18. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, "Volstead Repeal" Proposed the Motions 8 to 11

Motion 9: The Owners Corporation for Units Plan 4800 resolve to accept and adopt the Cleaning Control Measures and Action Plan proposed by the occupant of Unit G007, being Volstead Repeal.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

19. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, "Volstead Repeal" Proposed the Motions 8 to 11

Motion 10: In the alternative to Motions 8 and 9 above, the Owners Corporation for Units Plan 4800 authorises the (Tenant) occupant of Unit G007, being Volstead Repeal to engage, and bear the cost of, a suitably qualified third-party cleaner of its choice, to service the common property hallways and bathrooms during weekend trade. Volstead will provide the Owners Corporation all documentation, books and records in respect of these cleans, on request.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

20. On behalf of the Owner Lot 63, Unit G007 Mike Yang as Trustee of Ray Trust, "Volstead Repeal" Proposed the Motions 8 to 11

Motion 11: Further and in the alternative to motion 8, 9, and 10 above, the Owners Corporation for Units Plan 4800 agree to change the time of the additional weekend clean to Monday before 9am. The Owners Corporation for Units Plan 4800 otherwise affirm motion 9 resolved at the AGM on 18 June 2024 in respect of the costs of that service.

VOTES Meeting & PROXY	FOR: 5	AGAINST: 6	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

Motion RESOLVED.

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21. Administrative Fund Expenditure Budget Estimates

Motion 12: That the proposed Administrative Fund Expenditure Budget estimates of $288,679.97 inc. GST and the following for cleaning:

- Residential Lot 1 to 56 $31,089.89 inc. GST

for period 1 January 2025 to 31 December 2025 be accepted.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

22. Commercial Administrative Fund Expenditure Budget Estimates

Motion 13: *Amended* - That the proposed Commercial (Lots 57 to 68) Administrative Fund Expenditure Budget estimates of $49,430.00 inc. GST for period 1 January 2025 to 31 December 2025 be accepted.

Manager's note: The motion has been amended to remove the Commercial Toilet and Hallway (Lot 63) weekend cleaning fee of $6,006.00 inc. GST. Refer to Motions 17 - 20.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

23. Sinking Fund Expenditure Budget Provisions

Motion 14: That the proposed Sinking Fund Expenditure Budget provisions of $102,553.00 inc. GST for period 1 January 2025 to 31 December 2025 be accepted.

Moved by: S Warnock
Seconded by: W Bannear

Motion RESOLVED.

Pre -VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

24. Levy Contributions

Motion 15: *Amended* - That the Owners Corporation for Units Plan 4800 determines an Administrative Fund Contribution of $288,679.97 inc. GST

- Residential Admin Fund Contribution of $31,089.89 inc. GST
- Commercial Admin Fund Contribution of $49,430.00 inc. GST

and a Sinking Fund Contribution of $100,500.00 to be contributed in accordance with the unit entitlements.

Payment to be made on 15 June 2025, 1 September 2025, and 1 January 2026.

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
Already Issued	1/01/2025	30/04/2025		$96,226.66	$33,500.00
To be Issued	1/05/2025	31/08/2025	15/06/2025	$96,226.66	$33,500.00
To be Issued	1/09/2025	31/12/2025	1/09/2025	$96,226.65	$33,500.00
Total	1/01/2025	31/12/2025		**$288,679.97**	**$100,500.00**

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued	1/01/2026	30/04/2026	1/01/2026	$96,226.66	$33,500.00
Total	1/01/2026	30/04/2026		**$96,226.66**	**$33,500.00**

Manager's note: The motion has been amended to remove the levy contribution for the Commercial Admin Fund Weekend Toilet Clean of $6,006.00 inc. GST

Moved by: S Warnock
Seconded by: M Harcourt-Cooze

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

25. Invoice Hub

Motion for the Adoption of Invoice Hub for Invoice Processing and Management

Motion 16: That the Strata Committee resolve to adopt the use of Invoice Hub through StrataMax for all invoice processing and management activities.

Moved by: S Warnock
Seconded by: W Bannear

Motion RESOLVED.

Pre - VOTES	FOR: 3	AGAINST: 2	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

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26. Transfer Administrative Fund

Motion 17: That the Owners Corporation for Units Plan 4800 agrees to transfer $50,000.00 from the Administrative Fund Account to the Sinking Fund Account.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 1	ABSTAINED: 0

27. Payment Plan for Levy Arrears

Motion 18: That the Owners of Units Plan 4800 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre – VOTES:	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

28. Debt Collection

Motion 19: That the Owners Corporations of Units Plan 4800 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
2. To obtain legal advice and retain representation by engaging the services of a Debt Collection Agency or Grace Lawyers on behalf of The Owners Corporation – Units Plan No 4800;
3. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
4. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
5. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
6. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings.

Moved by: S Warnock
Seconded by: M Harcourt-Cooze

Motion RESOLVED.

Pre- VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

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29. 2025 Proposed Additions and Update to UP4800 Rules

Rule changes

The Committee has proposed amendments for the UP4800 Rules.

1. As a result of thieves targeting the short stay rental letterboxes for keys and access devices from the key boxes inside, the Committee has determined the risk is too high for keys and access devices to be left unattended in letterboxes or on common property at any time. If key boxes are found on common property, they will be removed and disposed of. The security of the building is paramount.
2. Access for residential owners and occupiers to the Zen Garden on level 2 for quiet reflection or group meditation. Access to this area is limited to residential owners and occupiers and not short stay guests. This approach is to ensure safety, security and limit disruption or nuisance to those who live in Yamaroshi and have bedrooms opening to the residential atrium.
3. The Committee has also considered the impact of construction, renovation or fit out of lots on other Lot Owners and the Owners Corporation. Lots left in an unsightly or derelict state impact the reputation of the building. Therefore, the Committee proposes a rule ensuring while any construction, renovation or fit out is taking place, and that work will take more than four weeks, the construction site must be covered in a professional manner and that will not degenerate the building appearance. Further, where any lot has windows facing into common property, the windows must present a professional appearance and not degrade the common property that they face.

The proposed rule changes have been acknowledged as motions are presented

30. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: Building Security, Safety and Access Control

Motion 20: That the Owners Corporation for Units Plan 4800 hereby resolves to adopt the proposed amendments to the Rule regarding Building Security, Safety, and Access Control. This amendment will incorporate with the current UP4800 Rule, ensuring enhanced safety and security protocols for all residents.

1. Purpose

1.1 In the interest of maintaining the security of UP4800 Yamaroshi Apartments, all residents and their guests are responsible to the safe keeping of keys and access devices and must ensure that building exit doors and garage are closed firmly after entering or leaving the building ensuring no tailgating into the building or garage.

2. Scope

2.1 Rule applies to all owners, occupiers, and tenants of both commercial and residential lots within the building complex.

3. Key and Access Device security

3.1 All owners, occupiers, tenants and guests of both commercial and residential lots must ensure all reasonable steps are taken to prevent loss of any Keys or Access Devices;
3.2 Unique Waste Room access codes are not shared with others;
3.3 Keys or Access Devices are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property without the express permission of the Owners Corporation;
3.4 If unauthorised key boxes are found on Common Property, they will be removed and disposed of;
3.5 The Owners Corporation Manager is immediately notified if Keys, or an Access Device is lost or stolen;
3.6 The owners, occupiers, tenants and guests will provide all reasonable assistance to the resolution of any resulting security risks;
3.7 All owners, occupiers, tenants and guests agree that all keys and access devices are registered by number and that information is accessible to the Owners Corporation, the Executive Committee, the Building Manager and appointed Owners Corporation Manager;
3.8. The Executive Committee has the power to deactivate any access device if there are reasonable grounds to believe it is being used in contravention of these Rules or any law;

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3.9 The owner or occupier must ensure that if the lot is leased, that it is an express requirement of the lease for any keys or access devices to be returned to the lot owner on expiry of the lease.

4. Building Safety and Security

4.1 All owners, occupiers, tenants and guests of both commercial and residential lots must not allow any person to tailgate into the building, including lobby, lifts or basement garages;
4.2 All owners, occupiers, tenants and guests of both commercial and residential lots must deny access to the building if an unknown person contacts you through the security system;
4.3 Ensure all doors (including garage and waste rooms) are secured following entry or exit;
4.4 All owners, occupiers, tenants and guests must comply with all speed restrictions reasonably notified by signs at the property;
4.5 Fire doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in cases of emergency. Note that this is a requirement under law; corporate and personal fines will be issued by the Fire Brigade for non-compliance;
4.6 Interference with any security or emergency system, or any other building infrastructure, is prohibited. Careless and/or deliberate activation of fire alarm systems (including but not limited to glass break panels, fire hoses, extinguishers, sprinkler systems, emergency exit lights, fire doors, intercoms or entry doors) is prohibited; and
4.5 Lot owners are responsible and accountable for the payment of false alarm charges resulting from unwanted false fire alarms.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 7	AGAINST: 0	ABSTAINED: 1

31. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: Short Stay Rental policy

Motion 21: That the Owners Corporation for UP4800 resolves to amend the Short Stay Rental policy ensuring Keys or Access Devices are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property without the express permission of the Owners Corporation.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

32. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: 1.4 Erections and Alterations to include Window Presentation and Maintenance Rules

Motion 22: That the Owners Corporation for UP4800 resolves to amend Rule 1.4 Erections and Alterations to include Window Presentation and Maintenance Rules.

1. Purpose

1.1 The purpose of this by-law is to ensure that all commercial and residential windows visible from common areas or public spaces are maintained in a clean, tidy, and professional manner, preserving the building's overall aesthetic and reputation.

2. Scope

2.1 This by-law applies to all owners, occupiers, and tenants of both commercial and residential lots within the building complex.
2.2 For clarity, "windows" includes any glass panels or similar transparent surfaces facing external or common property areas.

3. Window Cleanliness & Maintenance

3.1 All windows must be kept clear, clean, and free from the accumulation of dirt, grime, or other visible debris.
3.2 The Owners Corporation may engage professional cleaning services for external windows at appropriate intervals. Commercial tenants are responsible for maintaining the cleanliness of any interior-facing surfaces that are visible from outside.

4. Window Displays & Placement of Items

4.1 Commercial occupants must ensure that no unsightly or bulky items (e.g., cabinets, boxes, or storage containers) are placed directly against or in front of windows if such items are visible from outside.
4.2 If interior storage cannot be repositioned away from windows, suitable blinds, curtains, or approved window tinting/films shall be used to ensure such storage is not visible from outside.
4.3 All windows and blinds (including any related fixtures or fittings) must remain entirely within the boundaries of the commercial lot and must not extend into or encroach upon common property or another lot.

5. Aesthetics of Window Treatments

5.1 Aesthetic and Fit-Out Approval

- Any blinds, curtains, or window films used must match or complement the aesthetics of the building.
- These items are considered part of the lot's fit-out and therefore require submission of relevant plans to, and written approval from, the Owners Corporation before installation or modification.

5.2 Consideration for Views from Common Property

- Window treatments (including blinds, curtains, or window films) must be installed in a manner that minimises any negative impact on the views from common property areas.
- No occupant shall install or attach anything to their windows that significantly obstructs, detracts from, or negatively impacts the visual outlook enjoyed from the common property.

5.3 Construction Periods Exceeding 90 Days

- For any premises (lot) undergoing construction, renovation, or fit-out for a period exceeding 90 days, tinted film (or another form of approved coverage) must be applied to the windows at the owner's expense.
- Such tint or coverage must be approved by the Owners Corporation in writing and installed in a manner that maintains the building's overall appearance while balancing the practical needs of construction.

5.4 Compliance Period for Existing Premises

- Existing commercial lots must comply with the requirements set out in this by-law within **90 days** from the date this by-law takes effect.
- Owners or tenants must submit any required approvals for window treatments to the Owners Corporation within this period.
- If modifications are required, the owner or tenant must complete the necessary work within the 90-day compliance period.
- Failure to comply within this timeframe may result in enforcement actions as outlined in Section 6.

6. Compliance & Enforcement

6.1 The Owners Corporation (or its appointed representatives) shall have the authority to conduct periodic inspections to ensure compliance with this by-law.
6.2 If a breach is identified, the Owners Corporation may issue a written notice requiring the owner or occupier to remedy the breach within a specified timeframe.
6.3 Failure to comply with a notice may result in penalties, recovery of costs for remedial action undertaken by the Owners Corporation, or other enforcement measures as permitted by relevant legislation and the building's governing documents.

7. Dispute Resolution

7.1 In the event of a dispute regarding this by-law or its application, the parties should first attempt to resolve the matter by friendly discussion or mediation.

7.2 If the dispute cannot be resolved through mediation, the matter may be referred to the appropriate tribunal or court in accordance with applicable ACT law.

8. Amendments

8.1 The Owners Corporation may amend this by-law from time to time by passing a resolution in accordance with the procedures set out in the relevant legislation and the building's governing documents.

Moved by: S Warnock
Seconded by: J English

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

33. 2025 Proposed Amendment for the UP4800 Rules and Alternative Rules: Access to Zen Garden ONLY for Residential Owners, Occupiers, and Tenants

Motion 23: *Amended* - That the Owners Corporation for Units Plan 4800 resolves to trial the access for 8-weeks, only for residential Owners, Occupiers and Tenants to Level 2 residential area to access the Zen Garden. Access will not be provided to short stay accommodation guests, and the area must not be used for unauthorised congregations. The Executive Committee will undertake a consultation and review process with residential community access to be reversed if there are detrimental outcomes for the Level 2 residents. Furthermore, access will be immediately reversed for any residential Owner, Occupier or tenant causing nuisance through noise complaints or other inappropriate behaviours.

Manager's note: A trial period for Level 2 access was resolved for 8 weeks, limited to residential owners and tenants. Feedback from residents from Level 2 and the Executive Committee will be reviewed during this period. If access results in negative outcomes for Level 2 residents or those with bedrooms adjacent to the atrium, access will be revoked. Immediate revocation of access will occur for any owner, occupant, or tenant responsible for noise or nuisance complaints during the trial. Updates regarding Zen Garden access will be communicated through the Yamaroshi Community WhatsApp group.

Moved by: S Warnock
Seconded by: K Ross

Motion RESOLVED.

Pre – VOTES	FOR: 3	AGAINST: 2	ABSTAINED: 0
Absentee VOTES	FOR: 5	AGAINST: 1	ABSTAINED: 2

34. Amendment of the UP4800 Rules and include Alternative Rules

Motion 24: That the Owners Corporation for Units Plan 4800 register the amended Rules and Alternative Rules as attached.

Moved by: S Warnock
Seconded by: K Ross

Motion RESOLVED.

Pre – VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

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35. Green Wall

Motion 25: That the Owners Corporation for UP4800 resolves to investigate and replace the green walls with a planting system and plants that will be conducive for the location and westerly aspect with the total cost for replacement not exceeding $15,000.00.

Moved by: S Warnock
Seconded by: M Harcourt-Cooze

Motion RESOLVED.

Pre - VOTES	FOR: 4	AGAINST: 1	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 2	ABSTAINED: 0

36. Election of Executive Committee

Motion 26: That the Owners Corporation of Units Plan 4800 resolves to elect the executive committee of between 2 to 7 members to hold office until the next annual general meeting and for that committee to elect a Chair, Secretary, and Treasurer at this meeting or the first executive committee meeting.

The proceeding is as follows:

a) the Chairperson is to announce the names of candidates nominated in writing and eligible for election to the Executive Committee.
b) the Chairperson is to call for any oral nominations of candidates eligible for election to the Executive Committee; and
c) the Owners Corporation to determine the number Executive Committee members and elect the members.

Moved by: S Warnock
Seconded by: K Ross

Motion RESOLVED.

Pre – VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 6	AGAINST: 0	ABSTAINED: 2

Manager's note: The Owners Corporation members expressed their heartfelt gratitude to the Executive Committee for their dedicated volunteer work in managing the Yamaroshi Community complex.

The elected Executive Committee members for 2025/2026:

Executive Committee Members	Lot Number
Ssu (Tomy) Hwang	10
Sandra Warnock	36
William Bannear	40
Heath Penwill	52
Troy Fletcher	54
Amit Pratap	60
Bobby Patel	68

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37. General Business

- Discussion on commercial trade waste and annual maintenance required by ICON.
    - Currently connected Commercial Tenancies: 001, 004, 007, 003, and 104.
    - Tenancies 001 and 004 will not be discharging waste at this time. It is recommended that any shop not requiring a grease trap should not be connected.
    - **Action Item**: Further discussion is needed with the Executive Committee and the Commercial lots.
- Electrification - The meeting focused on electrification in the complex, with a particular emphasis on the solar panel and hot water system. A group of owners will form a subcommittee to assess the feasibility of electrification. Additionally, the financial return on the investment will be taken into consideration.
- Common Property use of Space - An owner proposed a place-making initiative within the complex. **Action Item**: This will be discussed further with the Committee, and a subcommittee may be formed to oversee the project.
- Owners and residents can stay connected with the Yamaroshi Community by joining the WhatsApp Community Group. The QR code is located near the lift on the ground floor

38. Audit of ALL Access Devices

Motion 26: That the Owners Corporation for Units Plan 4800 resolves to undertake an audit of all the Access Devices, including fobs and proximity cards. Devices that are not accounted for will be deactivated.

Moved by: S Warnock
Seconded by: A Pratap

Motion RESOLVED.

Pre – VOTES	FOR: 5	AGAINST: 0	ABSTAINED: 0
Absentee VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0

There being no further business the meeting closed at 09:28 PM.

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Managing Agents for Unit Plan No 4800

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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 6156 3305
ABN 96 144 703 435

Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
ADMINISTRATIVE FUND			
INCOME			
Levies - Administrative Fund	241,999.89	242,000.00	288,679.97
Electricity- Solar Rebate	942.03	0.00	0.00
Residential Af - Cleaning	30,029.85	30,030.00	31,089.89
Insurance - Claims Refunds	12,188.81	0.00	0.00
Interest On Overdue Levies	1,700.87	0.00	0.00
TOTAL ADMIN. FUND INCOME	**286,861.45**	**272,030.00**	**319,769.86**
EXPENDITURE - ADMIN. FUND			
Audit Fees	0.00	1,000.00	1,000.00
Bank Charges	203.36	450.00	350.00
Bas - Preparation Fee	545.44	600.00	600.00
Arrears Letters	350.00	0.00	0.00
Building Manager	29,822.40	22,752.00	27,924.60
Cleaning - General	17,633.25	15,015.00	15,540.53
Cleaning - Materials	16.25	0.00	0.00
Cleaning - Residential	10,427.05	30,030.00	31,089.89
Cleaning - Bins	0.00	2,740.00	2,740.00
Cleaning - Car Park	2,345.00	3,500.00	2,500.00
Cleaning - Facade	0.00	0.00	12,000.00
Electricity	15,378.43	14,000.00	15,500.00
Fire Protection	5,432.49	10,000.00	0.00
Fire Protection - Contract	4,253.62	0.00	5,000.00
Fire Protection - Monitoring	2,194.56	2,100.00	2,200.00
Gardening - Irrigation	0.00	0.00	200.00
Insurance - Premium	60,679.59	80,367.63	96,000.00
Insurance - Workers Comp	255.75	0.00	0.00
Insurance - Claims	13,179.21	0.00	0.00
Insurance - Claims Excess	0.00	2,000.00	5,000.00
Legal Expenses	2,117.27	0.00	3,000.00
Professional Reports	0.00	5,000.00	0.00
Roof - Roofing	0.00	1,200.00	1,500.00
Roof - Height Safety	3,240.00	1,800.00	1,300.00
Access Device	1,012.19	0.00	0.00
R & M - Car Park Ventilation	4,099.09	3,200.00	3,200.00
R & M - Electrical	3,113.00	1,000.00	2,000.00

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bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 6156 3305
ABN 96 144 703 435

Units Plan No. 4800

32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
R & M - Fire Equipment	2,535.00	2,500.00	5,000.00
R & M - Intercom	360.00	0.00	0.00
R & M - Garage Doors	1,005.45	2,500.00	1,500.00
R & M - Gardens & Grounds	0.00	1,000.00	1,000.00
R & M - General	1,055.70	1,500.00	2,000.00
R & M - Lift Contract	4,336.23	6,000.00	6,900.00
R & M - Lifts (Addl)	232.92	2,000.00	1,500.00
R & M - Gates & Doors	2,882.37	1,000.00	2,000.00
R & M - Plumbing	6,047.66	5,000.00	5,000.00
R & M - Plumbing Contract	3,369.66	3,702.06	3,774.84
R & M - Roof	0.00	1,800.00	2,000.00
Security	303.64	0.00	0.00
Pest Control	2,527.28	0.00	1,200.00
Strata Management	26,272.68	28,900.00	28,900.00
Strata Manager Consultancy	691.81	0.00	0.00
Admin Processing	(180.00)	0.00	200.00
Sundry Expense	2,454.22	0.00	2,000.00
Tax - Return Lodgement	1,209.10	180.00	1,000.00
Waste Removal	8,945.49	6,902.00	9,000.00
Water Usage	17,229.06	11,000.00	17,300.00
Internet	828.00	600.00	850.00
TOTAL ADMIN. EXPENDITURE	**258,404.22**	**271,338.69**	**319,769.86**
SURPLUS / DEFICIT	**$ 28,457.23**	**$ 691.31**	**$ 0.00**
Opening Admin. Balance	185,486.23	185,486.23	213,943.46
ADMINISTRATIVE FUND BALANCE	**$ 213,943.46**	**$ 186,177.54**	**$ 213,943.46**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 24.20000000	$ 28.86799700

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bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 6156 3305
ABN 96 144 703 435

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PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
SINKING FUND			
INCOME			
Levies - Sinking Fund	49,000.05	49,000.00	100,500.00
TOTAL SINKING FUND INCOME	**49,000.05**	**49,000.00**	**100,500.00**
EXPENDITURE - SINKING FUND			
Bollards	0.00	0.00	3,000.00
Capital Repairs & Replacement	17,069.89	3,715.00	4,000.00
Cctv	0.00	0.00	4,500.00
Doors & Windows	785.00	0.00	2,000.00
Building Improvements	0.00	0.00	5,000.00
Fire Protection - Upgrade	4,537.43	5,571.00	6,000.00
Garden - Green Wall	0.00	0.00	15,000.00
General Replacements	880.00	2,000.00	3,400.00
Height Safety System	0.00	2,000.00	0.00
Professional Reports	2,909.09	30,000.00	15,300.00
Lighting	485.00	0.00	500.00
Cladding	0.00	0.00	18,000.00
Painting - External	0.00	0.00	17,853.00
Signage	0.00	1,000.00	6,000.00
Plumbing & Drainage	3,517.27	4,000.00	2,000.00
TOTAL SINK. FUND EXPENDITURE	**30,183.68**	**48,286.00**	**102,553.00**
SURPLUS / DEFICIT	**$ 18,816.37**	**$ 714.00**	**$ (2,053.00)**
Opening Sinking Fund Balance	(1,841.67)	(1,841.67)	16,974.70
SINKING FUND BALANCE	**$ 16,974.70**	**$ (1,127.67)**	**$ 14,921.70**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 4.90000000	$ 10.05000000

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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 6156 3305
ABN 96 144 703 435

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32 Mort Street Braddon ACT 2612

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
COMMERCIAL ADMI FUND			
INCOME			
Commercial Levies	43,994.01	50,000.00	49,430.00
Commercial Lot63 Levies	6,006.00	0.00	0.00
Interest On Overdue Levies	667.50	0.00	0.00
TOTAL INCOME	**50,667.51**	**50,000.00**	**49,430.00**
EXPENDITURE - SPECIAL PURPOSE			
Building	293.64	0.00	0.00
Building Improvements	0.00	0.00	1,000.00
Cleaning â€“ Materials	2,327.38	8,800.00	2,500.00
Cleaning â€“ Sanitary Bins	2,438.25	2,900.00	2,900.00
Commercial Cleaning	14,628.00	26,025.00	30,030.00
Com.Cleaning-Toilets/Washroom	2,829.86	6,006.00	0.00
Com Cleaning - Windows	0.00	6,150.00	3,000.00
R & M Commercial	0.00	0.00	1,000.00
R & M Commercial Gate	0.00	0.00	6,000.00
Commercial Signage	0.00	0.00	3,000.00
Security Upgrade Expenditure	450.00	0.00	0.00
TOTAL EXPENDITURE	**22,967.13**	**49,881.00**	**49,430.00**
SURPLUS/DEFICIT	**$ 27,700.38**	**$ 119.00**	**$ 0.00**
Opening Balance	4,573.93	4,573.93	32,274.31
COMMERCIAL ADMI FUND BALANCE	**$ 32,274.31**	**$ 4,692.93**	**$ 32,274.31**

Units Plan No. 4800

LOT BUDGET SUMMARY

01/01/25-31/12/25

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

Lot No	Unit No	Entitlement	Admin Fund $	Sinking Fund $	Residential Admin Fund $	Commercial Admin Fund $	Commercial Weekend Clean Admin Fund $	Total Combined Annual Levy	Total Combined Quarterly Levy
1	201	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
2	202	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
3	203	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
4	204	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
5	205	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
6	206	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
7	207	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
8	208	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
9	209	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
10	210	230	6639.64	2311.50	913.47			9864.61	$ 2,466.15
11	211	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
12	212	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
13	213	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
14	301	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
15	302	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
16	303	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
17	304	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
18	305	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
19	306	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
20	307	230	6639.64	2311.50	913.47			9864.61	$ 2,466.15
21	308	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
22	309	109	3146.61	1095.45	432.91			4674.97	$ 1,168.74
23	401	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
24	402	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
25	403	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
26	404	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
27	405	109	3146.61	1095.45	432.91			4674.97	$ 1,168.74
28	406	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
29	407	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
30	408	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
31	409	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
32	410	230	6639.64	2311.50	913.47			9864.61	$ 2,466.15
33	411	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
34	412	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
35	413	185	5340.58	1859.25	734.75			7934.58	$ 1,983.65
36	501	167	4820.96	1678.35	663.26			7162.57	$ 1,790.64
37	502	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
38	503	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
39	504	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
40	505	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
41	506	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
42	507	167	4820.96	1678.35	663.26			7162.57	$ 1,790.64
43	508	161	4647.75	1618.05	639.43			6905.23	$ 1,726.31
44	509	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
45	510	230	6639.64	2311.50	913.47			9864.61	$ 2,466.15
46	511	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
47	512	112	3233.22	1125.60	444.82			4803.64	$ 1,200.91
48	513	161	4647.75	1618.05	639.43			6905.23	$ 1,726.31
49	601	155	4474.54	1557.75	615.60			6647.89	$ 1,661.97
50	602	147	4243.60	1477.35	583.83			6304.77	$ 1,576.19
51	603	147	4243.60	1477.35	583.83			6304.77	$ 1,576.19
52	604	155	4474.54	1557.75	615.60			6647.89	$ 1,661.97
53	605	151	4359.07	1517.55	599.72			6476.33	$ 1,619.08
54	606	143	4128.12	1437.15	567.94			6133.22	$ 1,533.30
55	607	143	4128.12	1437.15	567.94			6133.22	$ 1,533.30
56	608	153	4416.80	1537.65	607.66			6562.11	$ 1,640.53
57	G001	328	9468.70	3296.40		7464.57		20229.67	$ 5,057.42
58	G002	151	4359.07	1517.55		3436.43		9313.05	$ 2,328.26
59	G003	23	663.96	231.15		523.43		1418.54	$ 354.64
60	G004	78	2251.70	783.90		1775.11		4810.71	$ 1,202.68
61	G005	72	2078.50	723.60		1638.56		4440.66	$ 1,110.16
62	G006	242	6986.06	2432.10		5507.39		14925.55	$ 3,731.39
63	G007	169	4878.69	1698.45		3846.07		10423.21	$ 2,605.80
64	G008	292	8429.46	2934.60		6645.29		18009.34	$ 4,502.34
65	101	221	6379.83	2221.05		5029.48		13630.36	$ 3,407.59
66	102	90	2598.12	904.50		2048.20		5550.82	$ 1,387.71
67	103	216	6235.49	2170.80		4915.69		13321.98	$ 3,330.49
68	104	290	8371.72	2914.50		6599.77		17885.99	$ 4,471.50
Totals			**$288,679.97**	**$100,500.00**	**$31,089.89**	**$49,430.00**	**$0.00**	**$469,699.86**	**$117,424.97**

UP4800 RULES

32 Mort Street Braddon 2612

Our Vision for Yamaroshi 4800

Our vision for our building, our home, our place of work is to create a space where health and wellbeing, safety, environmental responsibility, and a strong sense of community are our top priorities. We are committed to building a community that cares about each other and the environment; where everyone feels safe, supported, and valued.

We believe that by focusing on sustainability, we can create a better future for the planet and ourselves. We are dedicated to reducing our environmental footprint by using eco-friendly services and materials, promoting energy efficiency, and encouraging sustainable practices among our owners and occupiers.

At our building, we believe that living well means more than just physical health - it also means having a strong sense of community and connection. We are committed to fostering a supportive and inclusive environment where everyone can thrive, and where our residents and those that work here feel a sense of belonging and connection.

Our Yamaroshi philosophy is rooted in the belief that everything and everyone in our community is interconnected, and that our choices have an impact on our neighbours and the environment. We understand that by taking care of our neighbours, our surroundings, and ourselves we can create a more harmonious and fulfilling way of life for everyone in our building.

Above all, we want our owners and occupiers to love living and working here. We believe that by creating a beautiful, welcoming, and sustainable community, we can provide an exceptional lifestyle experience that meets and exceeds our expectations.

To be adopted at the AGM 2025

UP4800 YAMAROSHI

INTRODUCTION:

These rules have been established for the mutual benefit of all residents, including owners and tenants; in order to ensure the general well-being of all residents and to maximise convenience, comfort, and privacy, certain rules are necessary.

These rules aim to minimise annoyance and provide guidelines for residents and their guests.

They are an integral part of any leasing arrangement between a unit proprietor and a tenant.

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863. You will need to provide the Unit Plan number 4800, address and any other information requested.

UP4800 - Owners Corporation Managing Agents
Bright & Duggan ACT
PO Box 281
Crows Nest NSW 1585

Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

Complaints
A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 4800.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date, and nature of the offence.

UP 4800 RULES

Yamaroshi – 32 Mort Street, Braddon ACT

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 obtained in an ordinary resolution 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.

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.

General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

(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

Example—permission unreasonably withheld

external appearance of a unit or the units plan

(4) Window Presentation and Maintenance Rules

(a) Window Cleanliness & Maintenance

3.1 All windows must be kept clear, clean, and free from the accumulation of dirt, grime, or other visible debris.

3.2 The Owners Corporation may engage professional cleaning services for external windows at appropriate intervals. Commercial occupants/tenants are responsible for maintaining the cleanliness of any interior-facing surfaces that are visible from outside.

(b) Window Displays & Placement of Items

4.1 Commercial occupants/tenants must ensure that no unsightly or bulky items (e.g., cabinets, boxes, or storage containers) are placed directly against or in front of windows if such items are visible from outside.

4.2 If interior storage cannot be repositioned away from windows, suitable blinds, curtains, or approved window tinting/films shall be used to ensure such storage is not visible from outside.

4.3 All windows and blinds (including any related fixtures or fittings) must remain entirely within the boundaries of the commercial lot and mut not extend into or encroach upon the common property or another lot.

(c) Aesthetic of Window Treatments

5.1 Aesthetic and Fit-Out Approval

- Any blinds, curtains, or window films used must match or complement the aesthetics of the building.
- These items are considered part of the lot's fit-out and therefore require submission of relevant plans to, and written approval from, the Owners Corporation before installation or modification.

5.2 Consideration for Views from Common Property

- Window treatments (including blinds, curtains, or window films) must be installed in a manner that minimises any negative impact on the views from common property areas.
- No occupant shall install or attach anything to their windows that significantly obstructs, detracts from, or negatively impacts the visual outlook enjoyed from the common property.

5.3 Construction Periods Exceeding 90 Days

- For any premises (lot) undergoing construction, renovation, or fit-out for a period exceeding 90 days, tinted film (or another form of approved coverage) must be applied to the windows at the owner's expense.
- Such tint or coverage must be approved by the Owners Corporation in writing and installed in a manner that maintains the building's overall appearance while balancing the practical needs of construction.

5.4 Compliance Period for Existing Premises

- Existing commercial lots must comply with the requirements set out in this by-law within **90 days** from the date this by-law takes effect.
- Owners or tenants must submit any required approvals for window treatments to the Owners Corporation within this period.
- If modifications are required, the owner or tenant must complete the necessary work within the 90-day compliance period.
- Failure to comply within this timeframe may result in enforcement actions as outlined in Section 6.

(c) Compliance & Enforcement

6.1 The Owners Corporation (or its appointed representatives) shall have the authority to conduct periodic inspections to ensure compliance with this by-law.

6.2 If a breach is identified, the Owners Corporation may issue a written notice requiring the owner or occupier to remedy the breach within a specified timeframe.

6.3 Failure to comply with a notice may result in penalties, recovery of costs for remedial action undertaken by the Owners Corporation, or other enforcement measures as permitted by relevant legislation and the building's governing documents

(d) Dispute Resolution

7.1 In the event of a dispute regarding this by-law or its application, the parties should first attempt to resolve the matter by friendly discussion or mediation.

7.2 If the dispute cannot be resolved through mediation, the matter may be referred to the appropriate tribunal or court in accordance with applicable ACT law.

(e) Amendments

8.1 The Owners Corporation may amend this by-law from time to time by passing a resolution in accordance with the procedures set out in the relevant legislation and the building's governing documents.

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

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier, or user of another unit, other than in accordance with a special privilege rule.

(2) Items may be kept on Common Property in the following conditions:

(a) With the express approval of the Executive Committee acting on behalf of the Owners Corporation following a written application, with a maximum approval period of 24 – months,

(b) All items must be maintained and kept in a tidy manner preventing damage to Common Property, and must not be placed in a position causing a trip hazard or obstruction,

(c) All items must be removed immediately at the request of the Owners Corporation or its representatives.

(d) An owner is required to submit a request to the Strata Manager in line with the Unit Titles (Management) Act 2011, sections 22 and 23, for use of the common property or any special privilege relating to common property.

* *The use of Common Property must be made using the application form, and available from the Strata Manager.*

(3) The outdoor common area on Level 2 is Common Property and is provided to benefit residential owners, occupiers, and tenants only. This area is not for short stay guests use to ensure safety and security of owners, occupiers, and tenants.

(4) The outdoor Common Property on Level 2 is subject to the Rules relating to noise and nuisance.

(5) Residential owners, occupiers, and tenants must comply with any conditions of use of outdoor Common Property that the Owners Corporation or the Executive Committee give reasonable notice of by displaying those conditions in the relevant areas.

(6) Residential owners, occupiers, tenants must use the outdoor Common Property in a safe manner and ensure that they comply with the ACT Health and Safety regulations apply to the use of these facilities.

(7) Residential owners, occupiers, and tenants agree that they use the outdoor Common Property at their own risk. The Owners Corporation does not accept any liability for injury or loss arising out of the use of this Common Property.

1.8 - Hazardous use of unit

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

1.9 - Use of unit—nuisance or annoyance

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

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

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

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

1.10 - Noise

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

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

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

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

1.11 - Illegal use of unit

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

1.12 - What may an executive committee representative do?

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
   (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
   (b) carry out any maintenance required under the Act or these rules;
   (c) do anything else the Owners Corporation is required to do under the Act or these rules.

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

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
   (a) the executive committee or the representative has given the owner, occupier, or user of the unit reasonable notice of their intention to do the thing; or
   (b) in an emergency, it is essential that it be done without notice.

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

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

1.13 - Seal of the Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—
   (a) the seal must be attached by decision of the executive committee; and

   Note Executive committee decisions must be made by majority vote, or

   by unanimous vote if there are only 2 members of the committee

   (see sch 2, s 2.10).

   (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.

   (d) the Managing Agent may affix seal in the following instances –
      i. reduced quorum meetings notices;
      ii. Rules registration documents;

iii. notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
iv. certifications under Section 119 of the Act by the Managing Agent of the Owners Corporation.

1.14 - Recovery of Costs

(1) If the Owners Corporation incurs costs relating to the actions of a unit owner the owner shall be liable to pay the Owners Corporation these costs (for example, insurance excess costs where the claim relates to a maintenance matter within an individual Unit).

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

(3) The costs payable in accordance with subclause (1) shall only be such costs which can be evidenced by written invoice as payable by the Owners Corporation.

1.15 - Commercial Funds

(1) The Owners Corporation will determine Commercial Fund contribution for the operation and upgrade of facilities used by the Commercial Units, 57 to 68, including but not limited to: -
   (a) Toilets
      - Sanitary bins
      - Toilet paper
   (b) Commercial waste management services
   (c) Commercial cleaning
   (d) Commercial lobby upgrades

(2) This contribution will be determined at the Annual General Meeting and will be levied upon Commercial Units 57 to 68 based upon Unit Entitlements (Commercial Contribution divided by total Unit Entitlements for Commercial Units and multiplied by the Unit Entitlements for each Unit).

(3) During the AGM a special resolution passed to itemise the following:

   (a) Split of Commercial and Residential Expenditure for Cleaning. This will be included in the annual budget and amount may vary depending on the engagement of the service contractors and its annual CPI increase.

Motion 8: That the Owners Corporation of UP4800, resolves to distinctly identify the Commercial and Residential expenditures for Cleaning.

Description	Residential Budget 2024	Commercial Budget 2024	Commercial Budget Toilet Clean Weekends 2024
	01/01/24-31/12/24	01/01/24-31/12/24	01/01/24-31/12/24
ADMINISTRATIVE FUND			
EXPENDITURE - ADMIN. FUND			
CLEANING - RESIDENTIAL	$ 30,030.00		
COMMERCIAL CLEANING		$ 26,025.00	
CLEANING - TOILETS/WASHROOM (Weekend)			$ 6,006.00
CLEANING MATERIALS		$ 8,800.00	
CLEANING SANITARY BINS		$ 2,900.00	
COMMERCIAL CLEANING - WINDOW		$ 6,150.00	
TOTAL ADMIN. EXPENDITURE	$ 30,030.00	$ 43,875.00	$ 6,006.00

Moved by: A. Cunich
Seconded by: S. Warnock

Motion CARRIED.
VOTES FOR: 8 AGAINST: 1 ABSTAINED: 1

2 invalid vote(s) - 2x non-financial

Manager's Note: The owners of the commercial spaces have asked for paper towels and holders to be provided in all common area commercial toilets. It has also been observed that the hand dryers emit a loud noise that affects the nearby commercial spaces on the first level.
Action Item: Strata manager is to explore alternative options from Maritex.

(b) Additional Commercial Levy Contribution for Weekend Clean The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site
    (a) attendance by cleaners and the building manager, especially at the beginning of each week.
    (b) It's important to note that the responsibility for cleaning the common property toilets on weekends falls on the commercial occupants conducting business on weekends (this applies to Lot 63 at this stage). To address ongoing complaints from commercial tenants and ensure fair usage of the bathroom facilities among businesses, the Owners Corporation (OC) will attribute costs associated with weekend usage based on access codes for the doors. This will help the OC determine which commercial tenancies are using the bathroom facilities over the weekend.

16. Additional Commercial Levy Contribution for Weekend Clean

Motion 9: That the Owners Corporation for Units Plan 4800 resolves to determine the expenditure of $6006.00 for 2024/2025 facility maintenance of the Common Property toilets are being carried, the additional weekend clean will be paid by the commercial occupants who conduct business on weekends.

This expense will be budgeted and maintained annually until there is a change in tenancy or trading hours.

Moved by: R. Rowe
Seconded by: A. Cunich & A. Pratap

Motion CARRIED.
VOTES FOR: 9 AGAINST: 1 ABSTAINED: 0

2 invalid vote(s) - 2x non-financial

Manager's Note: The commercial common property area, including the toilets, will now receive additional cleaning services scheduled for every Saturday. This decision was made due to frequent complaints from commercial occupants about the unclean state of the common property toilets. These complaints have resulted in extra charges for on-site attendance by cleaners and the building manager, especially at the beginning of each week.

1.17 – Electric Vehicle Charging Station, Charging E – Bikes & E - Scooters

(1) Contact the Strata Manager for details on the use of the Electric Vehicle Charging Station.

Owners Corporation Managing Agents.
Bright & Duggan ACT
Tel: 02 6156 3305
Email: customercare@bright-duggan.com.au
Office Hours: Monday to Friday 8.30 am to 5.00 pm.

(2) A resident is required to ensure that their e-bikes and e-scooters, along with their lithium batteries and chargers, comply with relevant Australian standards.
   (a) Residents must only charge e-bikes, e-scooters, and lithium-ion batteries in designated charging areas approved by the Owners Corporation.
   (b) Residents must not leave e-bikes, e-scooters, or lithium-ion batteries unattended while charging within their units or in the common property areas.
   (c) E-bikes, e-scooters, and lithium-ion batteries must be regularly inspected for damage or defects that may cause a fire hazard.
   (d) Residents must follow all manufacturer guidelines for charging e-bikes, e-scooters, and lithium-ion batteries.
   (e) Any resident found violating these rules may be subject to penalties as outlined in the bylaws of the Owners Corporation.

And the addendum as per the attached documents be registered: -

- Erection and Alteration Construction and Renovation Policy 2024 V1.0
- Hazardous and Dangerous Materials in the Basement & Common Property v1.1
- Move In and Move Out Policy 2024 v1.1
- UP4800 - Short Term Rental Policy 2024 V1.1 2025 AMENDMENTS FOR AGM
- UP4800 - Building Security and Access Control Policy. 2024 V1.1 2025 AMENDMENTS FOR AGM

THANK YOU FOR YOUR COOPERATION IN ADHERING TO THESE RULES.

Rules 2024 and Alteration Rules 2025

YAMAROSHI
アパート

Construction and Renovation Policy

1. Introduction

The following policy outlines the standards and guidelines for construction and renovation within UP 4800, Yamaroshi and defines the Conditions of the current rule ***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 obtained in an ordinary resolution 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).

This policy has been developed in the interest of maintaining a harmonious and safe environment for all residents and businesses within UP4800 Yamaroshi.

The Conditions set out in this policy are designed to minimise disruption, ensure safety, and uphold the quality of life for the Yamaroshi Community throughout the duration of any construction or renovation projects. Adherence to this policy and Conditions is mandatory for all contractors, tradespeople, and property owners involved in construction or renovation activities within the UP4800 Yamaroshi.

The Owners Corporation of UP4800 acknowledges construction and renovations are necessary from time to time. This policy governs the parameters around construction and renovations undertaken within the UP4800 Yamaroshi. Owners and occupiers undertaking construction or renovation works are expected to abide by this policy and its Conditions ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property.

This policy is incorporated into the UP 4800 “Yamaroshi” Rules. An owner or occupier, failing to undertake construction and renovations in accordance with these Conditions will be subject to infringement as per the UP 4800 “Yamaroshi” Rules.

The terms ‘UP4800 – Yamaroshi’, UP 4800 “Yamaroshi”, ‘Yamaroshi’ refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the construction and renovation Conditions within Yamaroshi as well as responsibilities of owners and occupiers during construction or renovation works.

The primary objectives of this policy are:

- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise complaints within the Yamaroshi Community and foster a collaborative environment where Yamaroshi Community members are fully informed of construction and renovation works.
- To establish a framework for managing construction and renovation works that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Category, Condition(s) Name and Description refer to the items set out in the table at point 7. Obligations of Owners and Occupiers undertaking construction and renovations.

5. Scope

This policy and conditions applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and Conditions, and any statutory guidelines or procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi construction and renovations within Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers undertaking construction and renovations

These Conditions underscore our commitment to adhering to community and building standards, and our dedication to the health, safety, and well-being of all residents, workers, and visitors to UP4800 Yamaroshi.

Owners and occupiers are required to strictly adhere to the following Conditions:

Category	Condition Name	Description
General Condition	Qualified Tradespeople	Tradespeople must be appropriately qualified for the works they are undertaking.
General Condition	Building Rules Compliance	All tradespeople on site must abide by the 4800 "Yamaroshi" Building Rules.
General Condition	Damage Prevention	Any damage to Yamaroshi common property must be immediately reported; proposed rectification activities must be approved by the Owner Corporation.
General Condition	Clean Site and Common Areas	The site and adjacent common areas must be kept clean, with any mess cleaned up daily.
General Condition	No Parking in Driveways	Vehicles must not park in driveways or areas that obstruct access or create hazards.
General Condition	Waste Disposal	Waste must be disposed of properly and the owner's expense. It must not be placed in commercial or residential bins.
General Condition	Particulate Management	Activities generating particulates and other hazards must be fully compliant, with controls such as extraction systems as well as blocking vents, windows, doors, etc. to prevent air quality hazards.
General Condition	Fire Services Management	Fire alarms must be appropriately bypassed for works where applicable to prevent false alarms and evacuations.
General Condition	No Smoking	Smoking is strictly prohibited on the worksite, common property and in any area where smoke can enter common spaces.
General Condition	Schedule of Noisy Works	A schedule for any noisy works must be submitted for approval prior to commencement, it must consider neighbouring business hours and residents; it must

		be designed to limit disruption to neighbouring businesses and residential areas.
General Condition	Securing Building	All building doors, windows and any other access points must be secured at all time when not in use to prevent unauthorised access.
General Condition	Vehicle Height Restrictions	No tall vehicles or trucks that exceed the entry height are allowed in the basement.
General Condition	Emergency Contact	The EC must have an emergency contact available. In urgent cases where the contact cannot be reached, after-hours emergency services for Strata may be engaged, with costs passed back to the owner.
Lift Usage for Goods	Lift Protection and Coordination	Lift blankets must be used, and a lift key is required for all goods transportation, coordinated with the building manager.
Sunday and Pub. Hol. Work Hours	No Work on Sundays and Public Holidays	Work is strictly prohibited on Sundays and public holidays, ensuring owners and occupiers' peace and quiet to not impact their reasonable enjoyment of the premises.
Weekday Work Hours	Hours of Operation	Work may only be undertaken between 7am to 5pm on weekdays.
Saturday Work Hours	Hours of Operation	Work may only be undertaken between 10am to 5pm on Saturday
Saturday Work Conditions	Scheduled Noisy Works Only	Noisy works on Saturdays are permitted subject to a pre-approved schedule. This schedule must be submitted and approved by the Owner's Corporation to balance construction needs with the quiet enjoyment of the premises.

Non-compliance

Failure to meet any of these Conditions or to act within the parameters of the 4800 "Yamaroshi" Building Rules will result in an immediate cessation of work at the time of the infraction. Work will not recommence until the owner satisfies the Owner Corporation that all breaches will be remedied. Additionally, the owner must demonstrate that appropriate measures are in place to ensure future compliance with these conditions.

Non-compliance may also lead to further actions as outlined in the *Unit Titles Management Act 2011*. Such actions could include reporting to EPA or WorkSafe ACT for investigation and potential action.

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Hazardous Materials in Basement and Common Property Policy

1. Purpose

The following policy outlines the standards and guidelines for the storage and usage of hazardous and dangerous materials in Basement and common property within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all owners and occupiers, visitors, other members of the Yamaroshi Community and the environment.

Owners and tenants of UP48000 Yamaroshi are highly likely to use and own hazardous chemicals, hazardous substances, dangerous substances, dangerous materials, dangerous goods and potentially polluting substances for day to day use for cleaning, maintenance, fuel purposes, employment or other activities.

These include

- Home maintenance and household products
  examples: aerosols (e.g., spray paint, deodorant), alcohols (e.g., ethanol, methanol), adhesives, paints, thinners, matches and lighters, bleach, batteries. fuels, oils, solvents, spirits, and other chemicals
- LPG storage tanks;
- Lithium-ion batteries and other battery-powered equipment or products;
- Some agricultural chemicals such as fertilisers, herbicides and insecticides;
- Other fuels and other accelerants and such as liquid butane, barbeques starters, high proof alcohol and oils;
- Cleaning Chemicals, solvents and similar products.

Incorrect storage, inadequate security, unsafe quantities and unsupervised charging of these materials can pose high risk to the safety, health and wellbeing and reasonable enjoyment of all owners and occupiers, as well as the value and reputation of the Owners Corporation.

Therefore, the Owners Corporation has developed the following policy to provide guidelines and reasonable direction for storage and usage of items within Basements and common property.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to ensure safety and minimise risk to owners and occupiers, visitors and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

The primary objectives of this policy are:

- To establish clear guidelines for owners and occupiers regarding acceptable and permissible storage or placement of items in the Basement and common property areas. By doing so, the policy seeks to help owners and occupiers fulfill their obligations in a manner that promotes safety for all while minimising risk to the Owners Corporation.

- To promote safety and provide reasonable direction to owners and occupiers, and others in the Yamaroshi Community in relation to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas.

- To mitigate risk and the associated negative impacts of storage and usage of hazardous and dangerous materials, substances and good in Basement and common property areas, such as health hazards to people, damage to common property, damage to personal property, increased ongoing costs to insurance premiums and environmental pollution.

- To establish a framework for managing the storage and usage of hazardous and dangerous materials in Basement and common property areas that is fair and transparent for all owners and occupiers, service providers and others in the Yamaroshi Community.

- To contribute to compliance with relevant laws and regulations related to the storage and usage of items, hazardous and dangerous materials in Basement and common property areas, codes and safety requirements.

All owners and occupiers, businesses, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation are expected to fully comply with this policy at all times.

Breaches and violations of this policy may result in actions to recover the costs incurred by the Owners Corporation due to non-compliance, such as cleaning or repairs and may result in reporting to police, fire services and other authorities.

The Owners Corporation and service providers for UP4800 will monitor compliance with this policy.

3. Scope

1. This policy applies to all owners and occupiers, businesses, Short-Term Rental guests, service providers and contractors providing private services or on behalf of the UP4800 Owners Corporation as well as any other members of the Yamaroshi Community.

2. This policy applies to all substances, chemicals, materials and goods, the associated risks they may pose based on definitions, relevant laws, best practise, national codes of practice, Australian Standards, and published advice and guidance from Australian Federal and Territory government departments, relevant Acts,

3. Relevant laws, standards and sources of guidance include, but are not limited to

    - Work Safe ACT - worksafe.act.gov.au
    - *Work Health and Safety Regulation 2011 (the Regulation)*
    - *Dangerous Substances Act 2004 (the Act)*
    - Safe Work Australia - safeworkaustralia.gov.au
    - AS 4332—2004: The storage and handling of gases in Cylinder
    - NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
    - AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
    - AS/NZS 3780 Storage and Handling of Corrosive Substances
    - Australian Dangerous Goods Code, 7th Edition (ADG Code)
    - Definitions in the '7. Definitions' section of this policy

4. This policy is intended to complement, and does not replace or supersede any existing laws, regulations, codes of practice, or other applicable requirements. Compliance with this policy does not absolve owners and occupiers and members of the Yamaroshi Community from complying with any other relevant laws or codes of practice, or similar requirements that may apply to the storage and usage of, chemicals, substances and any other goods and materials.

4. Policy Ownership, Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual Special General Meeting held in accordance with Unit Titles (Management) Act 2011.

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5. Framework and Review Cycle

The framework for the 'Yamaroshi: Hazardous and Dangerous materials in Basement and Common Property Policy' includes this policy, UP 4800 "Yamaroshi" Rules, *Work Health and Safety Regulation 2011 (the Regulation), Dangerous Substances Act 2004 (the Act),* AS 4332—2004: The storage and handling of gases in Cylinder, NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods, AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids, AS/NZS 3780 Storage and Handling of Corrosive Substances, Australian Dangerous Goods Code, 7th Edition (ADG Code) and the *Unit Titles (Management) Act 2011*

The Act and the Regulations operate together with Part 7.1 of the *Work Health and Safety Regulation 2011* which regulates these substances as 'hazardous chemicals' on the basis of the risks to health and safety arising from their physical properties or health effects. Other types of hazardous chemicals include gases under pressure, flammable liquids, toxic chemicals and corrosive chemicals.

All members of the Yamaroshi Community, whether workers or residents, are expected to behave in a manner consistent with Work Health and Safety laws in their use of common areas, including the storage of materials that may affect common areas or people in them. This approach contributes to compliance for the workplaces operating in Yamaroshi, and is can be used to provide guidance even where it would apply on its terms to residents.

For more information about the requirements contained in Part 7.1 of the Work Health and Safety Regulation 2011, refer to the WorkSafe ACT Hazardous chemicals page.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi

6. Implementation Time

To ensure a smooth transition to the 'Yamaroshi: Hazardous and dangerous materials in Basement and Common Property Policy', this section outlines the implementation timeline for existing and new/proposed owners and occupiers, service providers, other contractors and others this policy applies to.

a) All existing owners and occupiers, service providers, other contractors will be fully compliant with this policy within 48 hours of its effective approval, unless an extension is granted by the Executive Committee;

b) All new owners and occupiers, service providers, other contractors will be fully compliant with this Policy effectively immediately from its' start date.

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7. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include waste rooms, lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Basement or Basement Area refers to all levels below the ground floor of a building or complex, such as lot parking spaces, lot storage units, other storage units and any other area below ground floor.

Hazardous Chemicals

Chemicals are regulated as 'hazardous chemicals' under Part 7.1 of the Work Health and Safety Regulation 2011 (the Regulation) if they present a significant risk to health and safety due to their physical properties or health effects.

The most common types of hazardous chemicals found in the ACT are gases stored under pressure, flammable liquids, toxic chemicals and corrosive chemicals

These requirements also do not apply to fuel, oil and coolant products contained within any part of a system which provides or generates power for operation of a motor vehicle, an item of mobile plant or an appliance approved by the Owner's Corporation (e.g., backup generator, fire extinguisher, etc.).

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-chemicals

Hazardous Substances

Hazardous substances are dangerous. How dangerous depends on the type of substance, what it is made of, the way it enters the body, and the amount of substance that enters the body.

A hazardous substance can be any substance, whether solid, liquid or gas, that may cause harm to you or others.

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/hazardous-substances

Liquid Petroleum Gas (LPG)
Liquid Petroleum Gas (LPG) is a common fuel source for commonly used for heating and cooking and sometimes in caravans and 4WDs to provide cooling for refrigeration devices.

LPG is a Class 2.1 flammable gas and classified as a Hazardous Chemical and a Dangerous Material.

Subject to AS 4332—2004 The storage and handling of gases in cylinders and NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods

https://www.worksafe.act.gov.au/health-and-safety-portal/safety-topics/dangerous-goods-and-hazardous-substances/liquid-petroleum-gas-lpg-safety

Dangerous Substances
This term refers to goods regulated in the ACT as 'dangerous substances' under the Dangerous Substances Act 2004 (the Act). They include substances that have an explosive effect (explosives) or are a key component in the manufacture of explosive products (security sensitive substances).

Dangerous Goods

Dangerous goods are those that may pose an immediate hazard and risk to people, property and/or the environment.

In general terms a dangerous good for the purpose of this policy if it is listed in the *Australian Dangerous Goods (ADG) Code (Australian Dangerous Goods Code, 2018, Edition 7.7)* within any of the following classes or divisions,

These are:

- Class 1 (explosives)
  examples: fireworks, ammunition, detonators, flares, etc.
- Class 2 (gases)
  examples: oxygen tanks, LPG, butane, propane, lighters, aerosols, etc.
- Class 3 (flammable liquids)
  examples: petrol, diesel fuel, kerosene, ethanol, methanol, acetone, adhesives, paints, gasoline, perfume, some pesticides with flammable solvents, etc.
- Class 4 (flammable solids; substances liable to spontaneous combustion, substances which, on contact with water emit flammable gases)
  examples: matches, magnesium, aluminium powder, sulphur, etc.
- Class 5 (oxidizing substances and organic peroxides)
  examples: Hydrogen peroxide, potassium permanganate, sodium chlorate, ammonium nitrate (common fertilizer), etc.
- Division 6.1 (toxic substances)
  examples: Pesticides, herbicides, cyanide, arsenic, mercury, etc.
- Class 8 (corrosive substances)
  examples: Sulfuric acid, hydrochloric acid, caustic soda, battery acid
- Class 9 (miscellaneous dangerous substances and articles)
  examples: Lithium batteries, asbestos, airbag inflators, dry ice, etc.
  - substances which, on the inhalation as fine dust, may endanger health
  - substances evolving flammable vapour
  - lithium-ion batteries and battery-powered equipment
  - asbestos products
  - substances and articles which, in the event of a fire, may form dioxins
  - some agriculture products such as ammonium nitrate-based fertilizers
  - environmentally hazardous substances not covered by other classes

This list is not intended to be exhaustive. A good may be dangerous because of the risk that it poses, even if that good is not part of the list identified above.

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8. Prohibited Items and Activities

This section lists all prohibited items that will not be stored and or will not be used in the Basement, Basement lots and on common property in UP4800 Yamaroshi.

Unless an exception is granted by the Executive Committee

8.1 Items: It is prohibited to store the following in the Basement, Basement lot or on common property

a) Petrol and diesel fuels;

with the exception of petrol and diesel fuel that is

i. stored in a locked jerry can or similar storage container that is secured to the vehicle with a lockable cap

and also, must

ii. be intended to service the vehicle, but not stored on the vehicle with the intention of long-term unused storage

b) Other flammable liquids, such as kerosene, alcohol and lighter fluid;

c) Corrosive substances, such as acids, caustic soda, and bleach;

d) Explosive material, such as fireworks, ammunition and black powder;

e) LPG tanks in accordance to AS 4332—2004;

f) Toxic and Dangerous chemicals, such as pesticides, herbicides, cleaning solvents and methamphetamines;

g) Radioactive materials, such as medical waste;

h) Asbestos-containing material;

8.2 Activities: It is prohibited to use electrical outlets in the Basement or on common property to charge/re-charge Lithium-ion batteries and battery-powered equipment, with the exception of charging a vehicle using the common property EV Charging station.

9. Exemptions

Use or storage of items and activities listed as "Prohibited Items and Activities" in section 8 are strictly prohibited unless an exception is granted by the Executive Committee.

It is the responsibility of all members to comply and to seek approval from the Executive Committee prior to engaging in any prohibited activity or bringing any prohibited item onto the premises.

Safety will be the primary consideration in any decision by the Executive Committee to approve, or not to approve, the use or storage of hazardous and dangerous materials on common property, or where it might impact common property.

10. Responsibilities and Obligations

By adhering to the reasonable direction of these responsibilities, Owners, Occupiers and service providers will help to ensure the health and safety of all persons, while also minimising the risk of damage to the Common Property, private property and impacts to the value and reputation of UP4800 Yamaroshi.

10.1 Owners and Occupiers

For all Hazardous Substances, Hazardous Chemicals, Dangerous Substances, Dangerous Goods, Owners and Occupiers will:

a) **not store or leave any items in Basement or on Common Property** such as walkways, lobbies, fire stairs and waste rooms

b) **not charge any items in the Basement or common property with out approval** from the Executive Committee, such as Lithium-ion batteries and battery-powered equipment.

c) **not store prohibited items or engage in prohibited activities** in their Basement lot entitlement and on Common Property

d) **comply with relevant laws and regulations** and meet applicable codes and safety requirements for all items stored in their Basement lot, including but not limited to

- AS/NZS 1940 Storage and Handling of Flammable and Combustible Liquids
- AS/NZS 3780 Storage and Handling of Corrosive Substances
- AS 4332—2004 The storage and handling of gases in cylinders
- NOHSC:2017(2001) Storage and Handling of Workplace Dangerous Goods
- Dangerous Substances Act 2004 (the Act)
- Dangerous Substances (General) Regulation 2004
- Dangerous Goods (Road Transport) Act 2009

e) **disclose to the Owner Corporation if they intend to store Hazardous Chemicals, Hazardous Substances, Dangerous Substances or Dangerous Goods prior to storing** by notifying the Strata Manager, such as disclosing Class 1 to 9 and Division 6.1 items;

f) **not store quantities or combinations that pose greater than a low risk** to health and safety of people, may result in damage to common property, private property or impact the value and reputation of UP4800 Yamaroshi;

g) **pay for any once off and ongoing additional costs related to storing such items** in their Basement lot, such as adjustment to fire control systems, protective equipment, spill kits and increases to insurance premiums;

h) **follow the warnings, instructions and expiration dates provided by the manufacturer** such as storage requirements (e.g., maximum temperature, keep away from other chemicals, etc.), disposal instructions, etc.

i) **ensure items that are stored securely** within their lot entitlement and with adequate security controls so as to

   i. not pose a risk to the safety, health and security of others;

   ii. limit the risk to damage to common property and other lots to rare/low;

j) **not impede fire management systems** protecting the Basement, such as solid covers on top of storage cages

k) **not store any such items in any additional storage systems in their lot that does not have an open or grated top** to enable fire systems to perform their function should an event occur

l) **ensure any such items are accurately labelled with appropriate warnings and storage instructions**

m) **regularly inspect stored items** to ensure that they are in good condition and not leaking or causing damage;

n) **notify the Owners Corporation of any issues or events immediately,** such as spills or leaks of hazardous or dangerous materials in the Basement;

o) **hold relevant licenses, obtain necessary approvals and permits, where approvals and permits are required the approval from the Executive Committee is also required prior to storing** in Basement lot

p) **maintain relevant licenses, approvals and permits**

q) **store items within the unit's allotment in the Basement so they do not block access ways, emergency exits or cause nuisance to other owners and tenants**;

r) **have any necessary spill kits, support materials and any other controls that are appropriate for the volume and type of substances stored**

s) **ensure that all waste or materials are disposed of compliantly**, such as items that require special disposal are disposed of properly, in accordance with relevant laws and regulations;

t) **comply with any requests to remove items or address issues where in breach of this policy immediately** by the Building Manager, Strata Manager or Executive Committee;

u) **undertake preventive, detective and corrective actions. Where the owner or occupier is unable to comply in a reasonable time or immediate action is required** the Owners Corporation will take appropriate and timely action to protect lives, common property and other obligations responsibilities in accordance to *Unit Titles (Management) Act 2011;*

v) **be accountable for any loss, damage and actions required from breaches of this policy, the owner will be invoiced for costs incurred by the Owners Corporation.**

11. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all owners, occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The Strata Manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the Strata Manager.

   The Strata Manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the Strata Manager, the next step is to contact the Executive Committee. The Executive Committee is a group of elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the Strata Manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the Strata Manager.

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Why is a Move In/Move Out (MIMO) Policy Important?

A move in/move out (MIMO) policy is an essential part of any residential or commercial building's operation. Without such a policy, there is a high risk of vehicles partially obstructing the driveway, which can cause inconvenience and even danger to residents, visitors, and emergency services. In addition, the absence of a MIMO policy can lead to vandalism by moving companies, damage to the building, and an increased frequency of lift breakdowns which increase maintenance costs for all owners.

A comprehensive MIMO policy not only contributes to the safety and wellbeing of residents but also ensures that any costs caused by move-in or move-out events are attributed back to the responsible party. This helps to prevent the building's residents from being unfairly burdened with the costs of damages or repairs caused by these events. The Executive Committee, has developed a MIMO policy to address:

1. Protecting your Safety and Wellbeing

The Executive Committee view the Saftey and wellbeing of the Yamaroshi Community as its' number one priority We want everyone at Yamaroshi to be safe.

One of the most significant dangers is vehicles partially obstructing the driveway and items being moved obstructing fire exits and other entries and exits from the building. In relation to vehicles this has resulted in several near miss events that could have resulted in injuries to members of the Yamaroshi Community and the public because of partial obstruction of the driveway be vehicles.

This can be particularly dangerous in an emergency situation when every second counts and a blocked driveway impacts the ability for emergency services to respond should an event occur.

A MIMO policy ensures that these potential obstacles are removed, allowing for easy and safe access to the building for all.

2. Mitigating Damage and Theft

Moving companies and people moving in can also cause significant damage to the building during the moving process. This can include scratches, dents, and other types of damage to walls, floors, and elevators. Damage and theft may also occur where doors are left open for extended periods or not secured after the moving company or the person moving in leaves without properly securing doors.

A MIMO policy can help mitigate this risk by setting guidelines and expectations for moving companies and persons to follow when operating MIMO on the premises.

3. Lift Breakdowns - Inconvenient and Costly

Another significant risk of not having a MIMO policy is an increase in lift breakdowns. When the lift is held open for extended periods during move-in or move-out, it can cause wear and tear on the lift, leading to more frequent breakdowns. This can be a significant inconvenience for residents and can also result in expensive repairs.

4. Minimising impact to Owners and Occupiers

A MIMO policy is helps to ensure the lifts are available and accessible for residents and their guests. By setting guidelines and regulating the duration of lift usage during move-ins and move-outs, a MIMO policy helps to prevent the lifts from being held up for extended periods of time, which can cause inconvenience and delays for residents.

Conclusion

A MIMO policy is crucial for any residential or commercial building to ensure the safety and wellbeing of its occupants, prevent damage to the building, and reduce the occurrence of lift breakdowns. Without such a policy, the building and its residents are at risk of accidents, inconvenience, and unnecessary expenses.

The EC strongly encourages you to consider the value in endorsing the motion for a MIMO policy. to ensure the smooth operation of the building and the safety of their occupants.

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Move in Move Out Policy

1. Introduction

The following policy outlines the standards and guidelines for move ins and move outs, (MIMO) of Yamaroshi, UP 4800.

This policy has been developed because MIMOs require access to common property.

The Owners Corporation recognises MIMO within Yamaroshi can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of 4800 has developed the following policy to govern MI/MO activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the safe and secure use of common property during a MIMO as well as maintaining the reputation of the Owners Corporation.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as breakages, theft; and
- To establish a framework for managing MIMOs that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the units plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Move In – Move Out Rules and Procedure Form refers to the form provided by the building manager or strata manager that must be completed by the owner or occupier moving in or out of Yamaroshi.

Removalist/s refers to the person/s or company providing the removal service of personal property in or out of the building.

5. Scope

This policy applies to all owners and occupiers who MIMO of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi MIMOs includes this policy, the 'Move In Move Out Rules and Procedure Form, UP 4800 "Yamaroshi" Rules, Yamaroshi: Building Security and Access Control Policy and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers moving in and out of Yamaroshi

Owners and occupiers are obligated to:

- Complete and abide by the Move In – Move Out Rules and Procedures Form and abide by the UP 4800 Rules;
- Acknowledge that failure to abide with the Yamaroshi Move In – Move Out Rules and Procedures will result in infringement notice to the owner and occupier;
- Acknowledge the liability for any loss resulting from a security breach during the MI/MO due to the failure to secure the building at all times during or following the move. The building front doors must not be left unsecured at any time and recovery for loss or damage will be made pursuant to paragraph 31(1)(a and b) of the *Unit Titles (Management) Act 2011*;
- Take responsibility of the removalist/s at all times while they are on Yamaroshi Common Property, including not causing nuisance to the Yamaroshi Community during the MIMO; and
- Meet the full cost of damage caused by removalist/s.

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Yamaroshi Short Term Rental Policy

1. Introduction

The following policy outlines the standards and guidelines for short stay accommodation, such as Airbnb or Stayz within the Owners Corporation.

This policy has been developed to ensure the safety and well-being of all residents, guests and visitors as well as maintaining the reputation of the Owners Corporation.

The Owners Corporation recognises the right of individual lot owners to lease or rent their units for short stays. However, it also recognises that such activities can have an impact on the safety, security, and well-being of all owners and occupiers as well as the value and reputation of UP4800. Therefore, the Owners Corporation of UP 4800 has developed the following policy to govern the conduct of Short-Term Rental (STR) activities.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy aims to balance the needs of property owners and residents with the desire of some property owners to generate income through short stay rentals.

The primary objectives of this policy are:

- To promote safety and security for all residents and visitors, including short stay guests.
- To ensure the reasonable enjoyment of the property by all owners and occupiers their visitors and short stay guests.
- To minimise any negative impacts of short-stay accommodation, such as excessive noise, waste, wear-and-tear or damage to common property.
- To avoid or minimise any additional costs to the Owners Corporation attributable to short stay accommodation on Common Property such as cleaning, increased insurance premiums, security, or wear and tear.
- To establish a framework for managing short stay accommodation that is fair and transparent for all property owners and occupiers.
- To contribute to compliance with relevant laws and regulations related to short stay accommodation, codes and safety requirements.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Short-stay accommodation and Short-Term Rental (STR) refers to an apartment or a room in an apartment in UP4800 – Yamaroshi rented like a hotel or motel, often through an online provider (e.g., Airbnb or Stayz) that may be booked for days or months.

Short-Term Rental Business (STRB) refers to the operation of renting out properties, such as apartments or rooms, for a short period; usually ranging from a few days to a few months, to individuals seeking temporary accommodation. This business model involves offering short-term stays to guests in exchange for payment, and it can be facilitated through various platforms such as Airbnb, Stayz or other platforms providing similar services.

STRB Operator is a property owner or tenant offering Short-stay accommodation within the property as a Short-Term Rental Business, either whole or part of the property where the property is rented on a short-term basis.

Short-stay accommodation and Short-Term Rental guest (STR guest) refers to the person renting the property from the STRB Operator. This may be an individual or group, and they are expected to follow the rules and regulations set forth by the STRB Operator owner.

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Guest Code of Conduct is a set of guidelines and expectations at **Attachment A**.

The purpose of the guest code of conduct is to ensure that STR guests contribute to a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

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5. Scope

This policy applies to all property owners and occupiers who wish to offer and are offering Short-stay accommodation within the property as a Short-Term Rental Business (STRB), either whole or part of the property where the property is rented on a short-term basis with in UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. Where the STRB is operated by a tenant, the owner of the unit and the tenant both have full responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for the Yamaroshi: Short Stay Accommodation includes this policy, the 'Template – Code of Conduct', UP 4800 "Yamaroshi" Rules, "Yamaroshi: Building Security and Access Control Policy" and the *Unit Titles (Management) Act 2011*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules.

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Implementation Time

To ensure a smooth transition to the Short Stay Accommodation policy, this section outlines the implementation timeline for existing and new/proposed short term rental businesses.

a) All existing STRB Operators are required to comply with the policy on and from the latter of
   - the date that this policy takes effect and
   - 90 days after the date of the Special Resolution agreeing to the policy.

b) All new/proposed STRB Operators are required to comply with this policy from the date that it takes effect.

8. Obligations of Short-Team Rental Businesses

An STRB Operator in UP4800 Yamaroshi is responsible for compliance with all of the following obligations. If STRB Operator is not the lot owner, the lot owner is responsible for any financial obligations including recovery costs arising from breaches of this policy, and for taking all reasonable steps to ensure compliance with this policy by the STRB Operator.

By operating STRB in UP4800 Yamaroshi the STRB Operator is responsible for meeting all their obligations.

8.1 General

a) The lot owner of a lot operating STRB is accountable to the Owners Corporation for all additional costs attributed to the operation of the STRB, such as variations to insurance, after hours cleaning, emergency call outs and other reasonable costs associated with the STRB;

b) All additional costs attributed to the operation of the STRB will be passed on to the lot owner;

c) The STRB Operator must require guests to comply with the "Guest Code of Conduct" that will include sections related to

1. Safety and security (including keys and access devices);
2. emergency protocols and reporting obligations;
3. controls to limit the risk of unacceptable noise and disturbances;
4. guidance and rules relating to smoking and illicit substances;
5. maximum number of guests for the STR;
6. expectations of use car park facilities;
7. waste management;
8. compliance with all UP4800 "Yamaroshi" Rules in the form of an agreed statement of compliance

STRB Operators may comply with the Guest Code of Conduct at **Attachment A**, or may create and require compliance with its own Guest Code of Conduct provided that it incorporates all requirements of the Guest Code of Conduct at **Attachment A**.

8.2 Prior to commencing

The STRB Operator will meet all of the following obligations and demonstrate such compliance to the Strata Manager prior to commencing a STRB at UP4800 Yamaroshi. A STRB Operator of an existing STRB when this policy takes effect must meet all of the obligations and demonstrate such compliance by the time that this policy applies to the STRB.

The Strata Manager or EC may require evidence of compliance and the STRB Operator must comply with any reasonable request.

a) The STRB Operator will

1. advise the Owners Corporation when a lot will commence providing Short-stay accommodation services;
2. obtain and provide evidence of approval from the Owner if the STRB Operator is any person other than the Owner of the lot;

3. obtain and provide evidence of approval from the lot Owner of any initial and ongoing increased cost that is likely to result in a variation to Strata fees, such as increased insurance premiums, and other relevant to costs attributable to the operation of a STRB;
4. provide assurance that keys, fobs and access devices will **not be stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property** without the express permission of the Owners Corporation;
5. provide a copy of their public liability insurance policy as a STRB Operator
6. advise whether the STRB will use the Code of Conduct at **Attachment A** or provide a copy of the Guest Code of Conduct to be used by the STRB incorporating those obligations;
7. provide assurance the UP 4800 "Yamaroshi" Rules are available to STR guests prior to their stay;
8. develop a comprehensive security plan that includes measures to protect the building and its residents, including implementation of access control measures, maintenance of any security measures and regular inspections of the premises in accordance with "Yamaroshi: Building Security and Access Control Policy". The security plan must include how access will be provided to STR Guests and the final plan **must not include any key boxes or access control mechanisms, which are located on or provide access to common property**;
9. provide the Owners Corporation and the Executive Committee with emergency contact numbers of the STRB provider or their nominated delegate responsible in the event of emergency, serious event or complaint.

8.3 During Operation

a) The lot owner will

1. Pay any costs associated with the Operation of a STRB in accordance with *Unit Titles (Management) Act 2011* and UP4800 "Yamaroshi" Rules.

b) The STRB Operator must:

1. **Ensure STR Guests have access to UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their booking**;

2. **Ensure STR Guest accept UP 4800 "Yamaroshi" Rules and guest code of conduct prior to their stay:** The acceptance either incorporated it into the conditions of their stay or by obtaining guests agreement in another form;

3. **Display the 'Code of Conduct' and 'UP 4800 "Yamaroshi" Rules' in STR:** Both must be prominently displayed made and easily accessible;

4. **Provide 24x7 Availability for emergency or urgent matters:** The STRB Operator or their delegate will be available at all times (24x7) in case of emergency. The STRB Operator or their delegate may also be contacted for other urgent issues or concerns related to the property or the STR guest's stay;

5. **Respond in a timely manner for non-urgent matters:** They will respond to non-urgent matters raised by the Owners Corporation, their Strata Manager or Building Manager in a timely manner. This includes addressing any concerns or issues related to the STR property or the STR guest's stay, as well as responding to reasonable requests for information or updates,

6. **Comply with laws:** Ensure their STRB complies with all relevant laws related to operating a Short-term Accommodation service or otherwise applicable to the STRB at all times. This includes, but is not limited to, obtaining any necessary permits or licenses required by local or national authorities, and ensuring that the property meets all health and safety requirements.

7. **Limit noise and minimise disturbances:** Guests will be considerate of neighbours and avoid excessive noise or disturbances that may disrupt the peace and quiet reasonable enjoyment of owners and occupiers;

8. **Impose and enforce guest occupancy limitations:** A limitation on the number of guests allowed in the STR. Making sure that guests are aware of these limitations and are informed of the consequences of exceeding them;

   The occupancy limit is to be no more than 6 people, and must also be more than:

   - two guests per bedroom; plus
   - two additional guests if using a sofa bed in a living area.

9. **Implement Safety, Security and Emergency controls:** The STR must be equipped with appropriate and maintained safety and security controls to comply with any relevant laws and regulations, minimise impact to insurance and limit the risk of events occurring. These measures must include use of smoke detectors and fire extinguishers in compliance with any relevant Australian Standard, locks on all doors and windows, and complying with other Policies or requirements in the UP4800 "Yamaroshi" Rules relating to safety, security and emergency controls such as the use of any key safes approved by the Executive Committee, reporting lost or stolen keys and access devices.

   STR guests must be provided:

   - safety information - clear instructions on how to use safety features;

- key security information - clear instructions notifying guests that keys, fobs or access devices must not be left unattended on Common Property under any circumstances, as well as how to immediately report lost or stolen keys, fobs or access devices;
- emergency contact information in case of an emergency

STRB Operators must review safety, security and emergency controls regularly to ensure they remain effective and to address any new security concerns that may arise or changes to laws, acts and regulations in accordance with 8.3 During Operation b) 6. Compliance with Regulations, Laws, and Acts in this Policy;

10. **Provide Smoking and Illicit Substances controls:** Provide clear guidelines and rules for the STR regarding smoking and illicit substance use. If the STR does not prohibit smoking it must have effective controls to limit smoke drift so as not impact the reasonable enjoyment of owners and occupiers.

    There is a ZERO TOLERANCE towards illegal drugs and illicit substances on the premises; you will ensure STR guests are aware of any guidelines and zero tolerance stance as well as applicable consequences of violating them

11. **Communicate expectations about respecting the Yamaroshi Community:** STR guests are expected to treat all individuals involved with courtesy and respect. This includes owners, occupiers and all members of the Yamaroshi Community. STR guests should not engage in any behaviour that may cause harm, discomfort, inconvenience or nuisance to any member of the Yamaroshi Community;

12. **Communicate expectations about respect for Common Property:** STR guests are respectful and will treat common property and associated services with reasonable care. This includes limiting accidental damage and not deliberate damage or acts of vandalism to the property, leaving it in a clean and tidy condition upon departure;

13. **Provide guidance about the use of the car park and parking spaces:** Their STR guests are respectful and will treat the car park and parking spaces with reasonable care. STR guest will drive at a safe speed, park only in designated spots, refrain from blocking other cars, not impede others from accessing vehicles or storage. STR guests will not damage or vandalise any of the parking facilities and should report any damages or issues to the host immediately. STR guests should also dispose of any waste or litter properly and leave the parking area in a clean and tidy condition, including free from oil leaks and other spills;

14. **Provide guidance about Waste Management:** STR guests must dispose of their waste and recyclables in designated areas only. STR guests must follow the waste management guidelines provided by the STRB, including separating recyclables from non-recyclables and properly disposing of any

hazardous materials. STR guests must not leave any waste or mess in common areas or outside of designated disposal areas**;**

15. **Report events, issues and damages:** The STRB must report any event that has caused or may cause loss or damage to the Yamaroshi Community to the Stata Manager. Reports must be made to the Strata Manager:
    - **Immediately** if the event
        a. involves the attendance of any emergency services,
        b. causes actual or potential structural damage, including damage to walls, water leaks that have caused or may cause damage to a wall, floor or ceiling,
        c. causes or creates a risk of injury or illness to a member of the Yamaroshi Community, or
        d. involves a security breach or poses a security threat to Yamaroshi, including break ins, theft, vandalism or the loss of keys or fobs; and
    - **within one business day** in any other case.

    During any out of hours or closure period for the Strata Manager, the STRB must contact the Strata Manager using emergency contact details posted in the foyer or elevator, or given by the Strata Manager to owners in writing.

16. **Provide ongoing proof of Public Liability Insurance:** Maintain valid and active public liability insurance policy as a STRB Operator at all times and provide a copy of the certificate of insurance to the Strata Manager

8.4 Post Operation

a) When a deciding to cease the STRB Operator will inform the Strata Manager of
    1. the final day of operation of the STR
    2. any matters relating to outstanding issues.

b) When operations have ceased the STRB Operator will
    1. no longer operate the ceased STR;
    2. return to original condition of agreed items on common property, unless an offer to take ownership of the asset is made and accepted by the EC or there is already an agreement in place made with the original request; and
    3. if the STRB intends to recommence operation of the STR – comply with this policy in the same way that it would apply to any new STR.

9. Escalations

It is important to note that escalation should only be used when necessary.

We encourage all Owners, Occupiers, STRB Operators and other members of the Yamaroshi Community to work collaboratively to resolve issues and concerns in a timely and respectful manner.

In the event that an issue cannot be resolved with the STRB Operator's contact or a matter between STRB Operator and another Owner, Occupier, Service Provider or other member of the Yamaroshi Community, the following escalation procedure should be followed:

1. Contact the Strata Manager:

   The strata manager is the primary point of contact for any issues or concerns related to the property. If you have a problem that cannot be resolved by the initial point of contact, you should contact the strata manager.

   The strata manager will work with you to understand the issue and will provide guidance on the next steps in accordance with the *Unit Titles (Management) Act 2011*.

2. Contact the Executive Committee:

   If the issue remains unresolved after contacting the strata manager, the next step is to contact the Executive Committee. The Executive Committee is a group of volunteers who are elected individuals responsible for the management of the property.

   The Executive Committee will work with you to understand the issue and will provide guidance on the next steps. They have the authority to make decisions, take action to resolve issues in accordance with the *Unit Titles (Management) Act 2011*. Usually, contact with the strata manager will best facilitate any decisions to be made by the Executive Committee including that the Strata Manager can give advice about the information that will be required by the Executive Committee.

If you have any questions or concerns about this escalation procedure, please contact the strata manager.

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Yamaroshi Building Security and Access Control Policy

1. Introduction

The following policy outlines the standards and guidelines for building security and access device control of Yamaroshi, UP 4800.

This policy has been developed because Keys and Access Devices provide access to Common Property as well as individual units.

The Owners Corporation acknowledges building security and the care for Keys and Access Devices is a shared priority. Owners and occupiers are expected to abide by this policy ensuring the Yamaroshi Community experience safety and security within the building.

The Owners Corporation of Yamaroshi UP 4800 has developed this policy to govern building security and access control measures ensuring a safe and secure building and to protect the right of owners and occupiers to have reasonable enjoyment of their property, while also protecting the value and reputation UP4800 Yamaroshi.

This policy is incorporated into the UP 4800 "Yamaroshi" Rules. An owner or occupier, failing to secure Keys and Access Devices in accordance with these guidelines will be subject to infringement as per the UP 4800 "Yamaroshi" Rules.

The terms 'UP4800 – Yamaroshi', UP 4800 "Yamaroshi", 'Yamaroshi' refers to Unit Plan 4800; located at 32 Mort Street, Braddon ACT, 2612.

2. Policy Statement

The policy provides guidance on the building safety and security as well as responsibilities of owners and occupiers as well as maintaining the reputation of the Owners Corporation.

Security breaches may result in theft or damage to property and may require measures such as locks being changed to avoid the risk of further loss. The Owners Corporation will pass on any costs to the owner of the relevant unit where those costs are attributable to an owner or occupier. Breaches of this policy will be taken as actions attributable to the owner.

The primary objectives of this policy are:

- To promote safety and security for all owners and occupiers;
- To ensure the reasonable enjoyment of the property by all owners and occupiers;
- To avoid or minimise any additional costs to the Owners Corporation attributable to any loss or damage on Common Property such as theft or damage, and;
- To establish a framework for managing building security and Access Devices that is fair and transparent for all owners and occupiers.

3. Policy Ownership & Acceptance and Effective Date

Ownership: This policy is owned by the Owners Corporation of Yamaroshi and is incorporated into the UP 4800 "Yamaroshi" Rules.

Acceptance and Effective Date: This Policy is takes effect one business day after it is registered under section 27 of the *Land Titles (Unit Titles) Act 1970*, following a special resolution at an Annual General Meeting or Special General Meeting held in accordance with *Unit Titles (Management) Act 2011*.

4. Definitions

Common Property refers to parts of the land and/or building(s) in the unit plan which does not form part of any unit, but is owned and controlled by the Owners Corporation and may include lifts, stairways, passages, driveways, carparks, etc.

Yamaroshi Community refers to all Yamaroshi owners and occupiers, their visitors, employees working in the building, service providers and contractors working on behalf of the Owners Corporation.

Keys refer to the restricted individual unit key that also accesses Common Property.

Access Devices refers to garage fobs, proximity cards and other electronic devices that provides access to the building.

Waste Room Codes refers to the unique code provided to every owner and occupier. Waste room unique codes are changed if an owner or occupier joins the Yamaroshi Community

5. Scope

This policy applies to all owners and occupiers of UP4800 – Yamaroshi.

It is the responsibility of all owners and occupiers to comply with this policy and any related standard, guidelines and procedures. All owners and occupiers have responsibility for ensuring compliance with UP 4800 Yamaroshi Rules, including this policy.

6. Framework and Review Cycle

The framework for Yamaroshi building security and the use and storage of keys and access devices to Yamaroshi includes this policy, the UP 4800 "Yamaroshi" Rules, and the *Unit Titles (Management) Act 2011.*

This policy is incorporated into the UP 4800 "Yamaroshi" Rules

The Policy must be reviewed no later than every two years by the Executive Committee of UP4800 Yamaroshi, who must report to a General Meeting. A review or failure to conduct a review will not affect the operation of this Policy unless and until they are agreed by Special Resolution and any changes to the Rules, including this policy, are registered under section 27 of the *Land Titles (Unit Titles) Act 1970*

7. Obligations of Owners and Occupiers for Yamaroshi Keys and Access Devices

Owners and occupiers are required to:

- Ensure Keys or Access Devices **are not stored, or left unattended in the basement, on Common Property, including in, or on any letterboxes or key lock boxes on Common Property** without the express permission of the Owners Corporation;
- Short term rental Keys and Access Devices **must not be left unattended on Common Property under any circumstances;**
- If unauthorised key boxes are found on Common Property, they will be removed and disposed of;
- Not allow any person to tailgate into the building;
- Deny access to the building if an unknown person contacts you through the security system;
- Ensure all doors (including garage and waste rooms) are secured following entry or exit;

- Not share individual Waste Room codes with others; and
- Provide notice immediately to the Strata Manager upon realising that a Key or Access Device has been lost or stolen. The owner or occupier will provide all reasonable assistance to the resolution of any resulting security risks.

The Owners' Corporation uses CCTV to identify security breaches and may use footage to identify the parties responsible for any breach.

Obtaining additional keys or fobs

Keys and or Access Devices for Yamaroshi lots can only be issued with the permission of the Owners Corporation, administered by the strata manager.

The strata manager may require reasons as to why additional Keys or Access Devices are required, and may refer requests to the Executive Committee.

Waste Room Unique Codes

Each owner or occupier will be provided a unique code for access to the residential or commercial waste rooms. This code will also provide access to the ground floor fire stair door and first floor commercial bathrooms as appropriate. Unique codes must not be shared or passed to new owners or occupiers. Owners or property managers may apply to the Executive Committee for additional unique codes to that of the occupier. All new owners or occupiers must request their unique code from the Executive Committee, Building Manager or through the Strata Manager.

Lost or stolen Keys or Access Devices

If a Key or Access Device is lost or stolen, the owner or occupant responsible for that key or Access Device must notify the strata manager **immediately.**

Failure to notify the strata manager will result in a breach of the UP 4800 "Yamaroshi" Rules. Penalties apply.

The strata manager will notify the Executive Committee of the Owners Corporation. The owner or occupier must provide as much information as possible relevant to the loss or theft and the risk arising from the loss of the Key or Access Device such as:

- When the person identified that the Key or Access Device had been lost or stolen;
- When the Key or Access Device was last used or known to have been in the person's possession; and
- Where the Key or Access Device may have been lost or stolen

Following notification that a Key or Access Device has been lost, the Executive Committee may, in its discretion, arrange for new locks or door mechanisms. Where the Executive Committee determines that it is necessary to replace or

reprogram Keys, locks, Access Devices or door mechanisms, the Executive Committee:

- Will notify owners and occupiers as soon as possible.
- Will provide information to owners and occupiers about the steps being taken, and any steps required of the owners or occupiers.

- May invite owners or occupiers to agree to the Owners' Corporation to arrange replacement locks, issue Keys or enter into other arrangements with respect to units under section 29 of the *Unit Titles (Management) Act 2011* (ACT).
- Will raise a debt to recover the costs of the replacement or reprogramming, against:
    - The owner or occupant of the unit who lost the Key or Access Device or from whom it was stolen, or who was responsible for any breach of this policy; and/or
    - A person who agreed to the Owners' Corporation arranging works to be undertaken on their unit, pursuant to section 30 of the *Unit Titles (Management) Act 2011*.

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Executive Committee Meeting Minutes

Units Plan	4800
Name	YAMAROSHI
Address	32 Mort Street BRADDON ACT 2612

Meeting Date	15 July 2025
Time	5:30 PM
Venue	Online Meeting via Teams

Attendees	Sandra Warnock Heath Penwill Amit Pratap Troy Fletcher Tomy Hwang Bill Bannear Virginia Sinlao, Bright & Duggan (ACT)

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Executive Committee Meeting and Procedures

(see s 36 and s 37)
Note: The Executive Committee exercises the functions of the Owners Corporation (see s 35 (1)).

Who are the members of the Executive Committee and how many members there must be depends on whether the Owners Corporation has had its first annual general meeting and how many members of the Owners Corporation there are (see s 38 and s 39).

The Executive Committee must elect a chairperson, secretary and treasurer (see s 40). The functions of those office-holders are set out in ss 41 to 43.

The Executive Committee may—

- be helped in the exercise of its functions by a person employed or engaged under s 45; and
- delegate its functions to 1 or more executive members (see s 44 (1) or a manager (see s 58 (2)).

An Executive Committee member is protected from civil liability in relation to the exercise of the member's functions if the member acts honestly and without recklessness (see s 47).

Quorum of Executive Committee

Business may be transacted at a meeting of an Executive Committee only if a quorum is present at the relevant time. A quorum is worked out as follows:

(a) if the total number of executive members is an odd number—

$$\frac{\text{total number of executive members} + 1}{2}$$

(b) if the total number of executive members is an even number—

$$\left(\frac{\text{total number of executive members}}{2}\right) +$$

Voting rights

At meetings of an Executive Committee, all matters must be decided by a majority of the votes of the executive members present and voting.

Chairperson – Meetings

At a meeting of the Executive Committee, the chairperson may leave the chair during the meeting for any reason. If the chairperson leaves the chair during a meeting, the Executive Committee members present must elect another executive member present to chair the meeting. Members present must elect another executive member present to chair the meeting.
At a meeting of the Executive Committee, the chairperson—
(a) may vote as an executive member; and
(b) if the votes on a matter are equal—may exercise a 2nd (casting) vote unless there are only 2 executive members.

Note: If there are only 2 executive members, all matters must be decided by unanimous vote (see s 2.10 (2)).

Decisions at meetings

A decision of the Executive Committee is passed by a simple majority of votes cast for and against the consideration with each person having one vote for each lot in respect of which the person is entitled to vote.

Non-member owner attendance

An owner is entitled to attend an Executive Committee meeting by invitation but is not entitled to address the meeting unless authorised to do so by resolution of the strata committee.

Disclosure of pecuniary interests

If a member of the Executive Committee has a direct or indirect pecuniary interest in a matter being considered at a meeting the member must, as soon as possible after the relevant facts have come to the member's knowledge, disclose the nature of the interest at a meeting of the Executive Committee.
After a member has disclosed the nature of an interest in any matter, the member must not, unless the Executive Committee otherwise determines, be present or take part in any decision in relation to the matter.

Meeting protocol

Bright & Duggan recommends the following meeting protocols to encourage efficient and effective meetings.

- Be prompt. Allow sufficient time to register your attendance so that the meeting can commence at the advertised time.
- Turn mobile phones and any other electronic devices to silent.
- Address the meeting via the Chairperson and at their permission. The Chairperson is responsible for ensuring all attendees have the opportunity to address the meeting and that the voting process is accurate.
- Be respectful of others addressing the meeting by not participating in side conversations.
- Matters not included on the notice of agenda are not permitted to be discussed and resolved at the meeting. This is in recognition of a failure to provide notice to other interested owners.
- Your decisions should be made for the collective good of the Owners Corporation, rather than for self-interest.
- Encourage the attendance of members of the Owners Corporation at Executive Committee meetings to promote good governance and transparency throughout the community of the scheme.

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Minutes

Election of the Office Bearers

1. That the Executive Committee members elected the Office Bearers to hold office until after the next general meeting of the Owners Corporation.

   The elected Office Bearers for 2025/2026:
   - Chairperson – Sandra Warnock
   - Secretary – Heath Penwill
   - Treasurer – Troy Fletcher

Explanatory notes: The Executive Committee members where provided a copy of the Executive Committee Code of Conduct and their responsibilities in accordance with the Unit Titles (Management) Act 2011 Division 4.1 and Schedule 1.

Matters Arising

2. That any matters arising from last meeting be discussed.

2.1 Insurance Update and Renewal

Motion: That the Executive Committee of UP4800 acknowledges receipt of the insurance renewal quotation from the independent insurance broker, Guy Stewart and the financial services guide and under the authority of the relevant legislation.
The Executive Committee for UP4800 YAMAROSHI approves the insurer CHU Underwriting Agencies and CGU with a total payable amount of $77,525.00 inclusive GST.

Resolved.

Discussion: an email correspondence on 13 July 2025 between the Committee referring to the insurance renewal. Outstanding construction defects report where Chase has rectified items listed. Mal Wilson from ASD engaged by the Owners Corporation to peer review the reported works by Chase is yet to complete his inspection and investigation.

Action item: once the report has been finalised the Strata Manager is instructed to seek legal advice to request for statutory extension from the Builder. The letter to Chase must clearly state that delays in rectifying defects have contributed to increased insurance costs, and that these costs may be apportioned back to Chase as part of any legal or negotiated resolution.

2.2 Building Report Update

Discussion: Update on Building Engineer Mal Wilson's time frame to sign off defect report and estimated costs.

Action item: that the Strata Manager is instructed to contact Mal Wilson, and to formally scope, size, and prioritise all defect findings, with a focus on separating:
- Critical and high-cost issues that pose structural, safety, or financial risk
- From low to moderate-risk or cosmetic issues that may be suitable for OC-led remediation

The critical and high-cost items must be rectified by Chase by the agreed rectification deadline. The Owners Corporation will not accept responsibility for these high-risk issues without expert verification or formal resolution. We

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are not subject matter experts and cannot sign off on structural or safety-related work.

Discussion: Should the EC consider lodging a case with ACAT as the builders' warranty period nears its expiration date.

Action item: once the report has been finalised the Strata Manager is instructed to seek legal advice to request for statutory extension from the Builder. The letter to Chase must clearly state that delays in rectifying defects have contributed to increased insurance costs, and that these costs may be apportioned back to Chase as part of any legal or negotiated resolution

2.3 Security Services Update

Discussion: FYSEC has acquired Blitz Security, and the Executive Committee requires confirmation that the security system will be properly maintained. Additionally, the agreed-upon Executive Committee members should receive training on the system to ensure they are equipped to handle emergencies effectively.

Action item: the Strata Manager is to request and organise a time with Flynn for a security walk-through, as requested by Heath and Troy plus 30 mins for additional questions.

2.4 Damage on the lift by Dawson Removals

Discussion: The removalist has intentionally caused damage, including vandalising signs and damaging the lift tile. This raises the question of whether the Executive Committee will pursue legal action against Dawson to seek remediation for these damages. Alternatively, will the Owners Corporation bear the cost of repairs using the funds? It is essential to clarify the course of action to hold the responsible party accountable and ensure proper maintenance of the property.

Action item: quotation and settlement in-lieu of works has been agreed by the Committee during the meeting. The following will be actioned, that the Strata Manager will:

- Obtain a quotation to repair the lift damage caused by the removalist
- Use the quote to negotiate a settlement in lieu of repairs (provide pros to this for both sides)
- Require a Settlement and Waiver Letter clearly stating the payment amount and that it is in full and final settlement of the damage
- Delegate authority to the Executive Committee to approve the final terms and accept the settlement.

2.5 Weekend Volstead cleaning

Discussion: During the recent Annual General Meeting (AGM), a resolution was passed to discontinue Saturday cleaning services. This decision was made to ensure a more equitable distribution of commercial cleaning costs, particularly since Volstead utilises nearly 100% of the commercial toilet facilities and shared common areas on weekends. As a result, it was deemed that Volstead should be responsible for these cleaning expenses rather than the other 11 commercial lots.

However, the first weekend without Saturday cleaning led to an increased workload for the cleaning staff. Consequently, the additional cleaning costs incurred are now being allocated to the other 11 commercial lots, rather than

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Volstead. This situation raises concerns about financial fairness and the potential for further disputes among the commercial property owners.

Action item: the Committee is to endorse the implementation of a standard Incident Reporting Form to be made available to all commercial and residential owners and residents. The form should be use for reporting incidents involving:

- Bodily fluids
- Damage of common property
- Anti-social or unsafe behaviour
- Cleaning or maintenance concerns outside standard schedule (Monday – Friday 8:00 am to 3:00 pm)
- Other relevant incident types

Executive Committee is to draft a governance process of the cleaning expectation from Volstead and any other events, which will also include the compulsory reporting of incidents. Once this has been finalised, the Strata Manager is to draft a letter to address the following concerns:

- cleaning expectations
- incident reporting

2.5.1 Notify commercial lots that the Saturday cleaning has ceased
Motion: That the Executive Committee write to all commercial lot owners informing the cessation of weekend cleaning, and process to follow should there be any complaints about the standard of cleaning and process to follow should there be any complaints about the standard of cleaning.

Resolved.

Action item: the Strata Manager is to notify all commercial owners and occupants that the weekend cleaning has now ceased.

2.6 Project to remediate the damage caused to common property during the fit-out of unit 001 Thai Restaurant
Motion: That the Executive Committee assign a member/s of the Executive Committee to undertake a project review, provide costings, and remediate all unauthorised work and damage to common property that was caused during the fit-out of the Thai Restaurant. This must include all works endorsed by a Building Engineer and fire services with all costs met by the Lot owner of unit 001.

Resolved. The Committee endorses for Amit Pratap to undertake the project review.

Discussion: Amit is to undertake a comprehensive review of the damage and unauthorised works completed during the fit-out of the 001 lot. This review will include an assessment of the trades involved, costs incurred, and the timeframes required for remediation.

To facilitate this process, Amit will coordinate with the owner of the 001 lot, the Yamaroshi Building Engineer, and the fire services. Access to the lot will likely be necessary to conduct a thorough assessment. It is imperative that all remediation work receive approval from both the Building Engineer and the fire services upon completion. All associated costs for these works will be the responsibility of the owner of the 001 lot.

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Multiple core holes have been drilled in the slab. While some of these have been filled with quick-setting concrete, others do not meet fire compliance standards.

Action item: Once the comprehensive review report has been prepared the Executive Committee is to instruct the Strata Manager to seek quotation from Yamaroshi-approved trades to address the remediation works, ensuring fire compliance is a priority. These quotations, along with the proposed timeframes for completion, will be presented to the Executive Committee for review.

2.7 Short stay accommodation (STR) obligations

Motion: That the Executive Committee of UP 4800 instruct the Strata Manager to write to all residential lots requesting the specified information contained in the Building Rules and Policy documents relating to the delivery of short-term accommodation businesses being conducted in UP 4800, including advice about breaching these rules and costs associated to fail to provide the information.

Resolved.

Discussion: The updated Short Stay Accommodation, and Security and Access Device policy documents were endorsed at the 2025 AGM, these documents set out obligations for business owners to provide the strata with specific information and their emergency plans.

Action item: the Strata Manager notifies all owners of their legal obligations regarding the operation of their units. If your unit is being used as a short-stay business operation and to provide their emergency contact information, they are required to notify the Strata Manager immediately. Failure to provide this information will be considered a breach of the community regulations and may result in a formal breach notice, along with any associated costs.

2.8 Adoption of standardised commercial fit-out pack

Discussion: The Executive Committee agreed that the fit-out pack is essential for ease of reference for both commercial tenants and the Committee, with the support of the pack, the Committee agreed that a Disclaimer should be included to cover Errors and Omissions.

Action item: The proposed fit-out pack will be amended to include a Disclaimer regarding Errors and Omissions. Once finalised, this updated pack will be circulated to the Committee and provided to the Strata Manager, who will ensure it is distributed to all commercial unit owners for their reference. This measure is essential to protect against potential disputes and clarify any liabilities associated with the fit-out process.

2.9 Consideration of hiring a builder to undertake certified, guaranteed and prompt cladding and other repairs

Discussion: Undertaking the necessary repairs instead of engaging in a lengthy dispute with Chase through a hired engineer, which would incur similar costs. It is important to emphasise that this issue was addressed by the Executive Committee in 2024. Taking prompt action on repairs will help avoid further complications and expenses. However, once we do the repairs, Chase will no longer warrant it because we've done the repair work, and the

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Owners Corporation wouldn't be able to chase the builder or the developer as we have forfeited the warranty.

The Owners Corporation will not accept responsibility for these high-risk issues without expert verification or formal resolution. We are not subject matter experts and cannot sign off on structural or safety-related works.

House Rules Compliance

3. That the Executive Committee consider actions in relation to the below matters involving breaches of the registered UP4800 Rules.

    a. Building Rules and Policy documents
    Motion: That the Executive Committee resolve to work with the Strata Manager to ensure the Units Plan 4800 Rules and Policies are updated for distribution to all owners.

    Actioned: The updated UP4800 Rules and Policies, as resolved during the recent Annual General Meeting (AGM), have been formally documented and included in the AGM 2025 Minutes. These rules and policies are available for download on the Owners' portal for your reference. In addition, the special resolution passed regarding the UP4800 Rules and accompanying Policies has been successfully registered with Access Canberra.

Next Meeting

4. That the Executive Committee determine the date(s) of the next Committee meeting(s).

Explanatory notes: Bright & Duggan recommends that the Committee consider the next meeting (Committee or General) and a suitable timeframe.

The meeting closed at 7:01 PM

Dated: 30 July 2025
Bright & Duggan (ACT) Pty Ltd
Managing Agents for Units Plan 4800

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Sinking Fund Plan

Yamaroshi
32 Mort Street, Braddon, ACT 2612
Scheme Number: 4800

COMPILED BY SIMON VINCENT

On 22 December 2020 for the
15 Years Commencing: 7 January 2021
QIA Job Reference Number: 158662

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qiagroup.com.au
W www.qiagroup.com.au

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INTRODUCTION

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

LOCATION

32 Mort Street, Braddon, ACT 2612

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	$0.00
The proposed Sinking Fund Levy per entitlement is:	$2.50

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

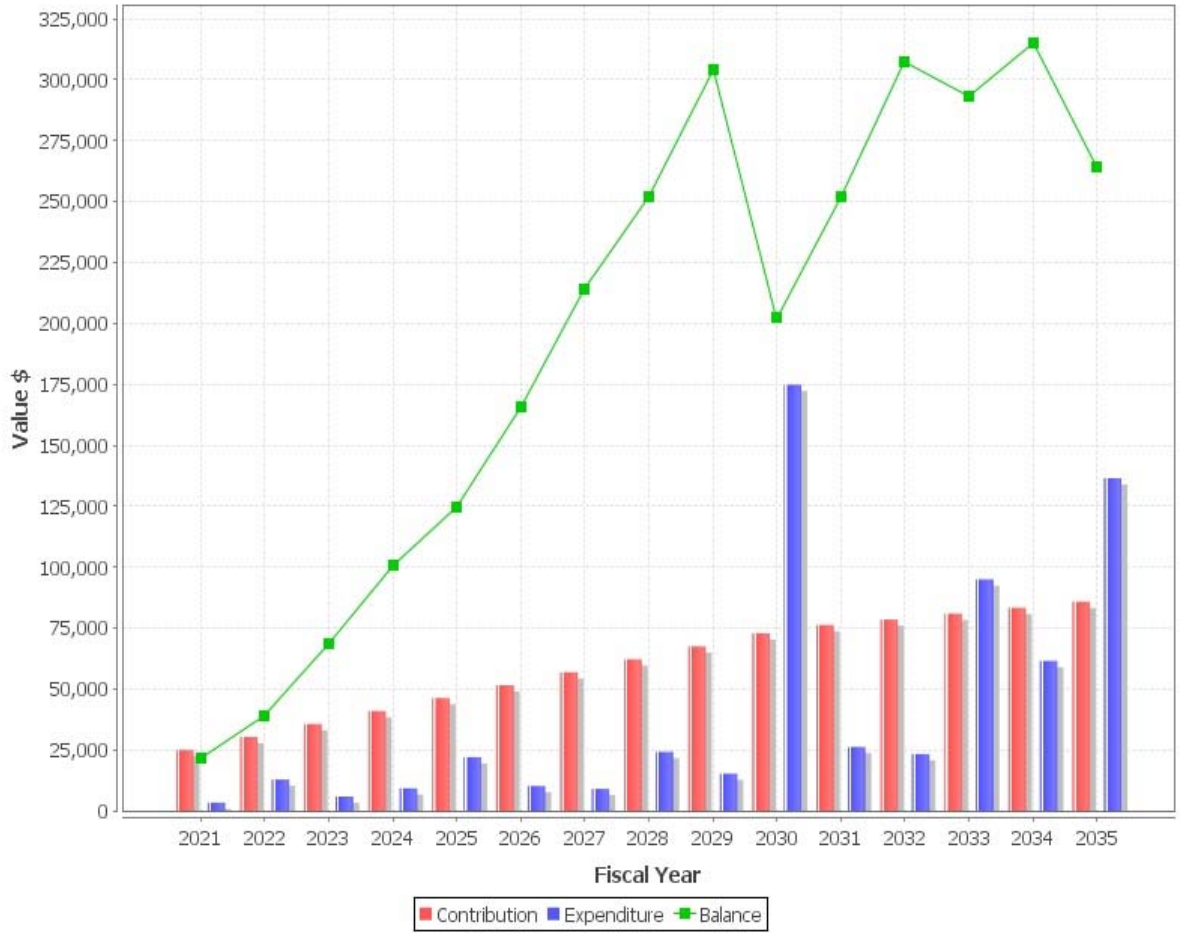
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	07/01/2021	$0	$25,000	$2.50	$3,400	$21,600
2	07/01/2022	$21,600	$30,317	$3.03	$12,837	$39,080
3	07/01/2023	$39,080	$35,634	$3.56	$5,890	$68,824
4	07/01/2024	$68,824	$40,951	$4.10	$9,286	$100,488
5	07/01/2025	$100,488	$46,268	$4.63	$22,049	$124,708
6	07/01/2026	$124,708	$51,585	$5.16	$10,246	$166,047
7	07/01/2027	$166,047	$56,902	$5.69	$9,051	$213,898
8	07/01/2028	$213,898	$62,219	$6.22	$24,191	$251,926
9	07/01/2029	$251,926	$67,536	$6.75	$15,275	$304,187
10	07/01/2030	$304,187	$72,853	$7.29	$174,873	$202,167
11	07/01/2031	$202,167	$76,270	$7.63	$26,258	$252,179
12	07/01/2032	$252,179	$78,558	$7.86	$23,356	$307,381
13	07/01/2033	$307,381	$80,915	$8.09	$94,984	$293,312
14	07/01/2034	$293,312	$83,342	$8.33	$61,529	$315,125
15	07/01/2035	$315,125	$85,843	$8.58	$136,540	$264,427

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$3,400
Total Forecast Expenditure for year - January 2021 (Inc GST):	$3,400
Includes GST amount of :	$309

January 2022	Expense Inc GST
SUPERSTRUCTURE	
- Re stain vertical timber slats	$9,336
- Capital Replacement - General	$3,502
Total Forecast Expenditure for year - January 2022 (Inc GST):	$12,837
Includes GST amount of :	$1,167

January 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$3,607
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$601
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$1,683
Total Forecast Expenditure for year - January 2023 (Inc GST):	$5,890
Includes GST amount of :	$535

January 2024	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$3,715

FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	$5,571
Total Forecast Expenditure for year - January 2024 (Inc GST):	$9,286
Includes GST amount of :	$844

January 2025	Expense Inc GST
SUPERSTRUCTURE	
- Re stain timber balcony ceilings	$7,651
- Re stain vertical timber slats	$10,202
- Capital Replacement - General	$3,826
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$370
Total Forecast Expenditure for year - January 2025 (Inc GST):	$22,049
Includes GST amount of :	$2,004

January 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$3,941
BASEMENT	
- Replace garage door motor in 6 years	$3,284
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$657
TOILETS/WASHROOMS	
- Maintain fixtures/fittings	$525
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$1,839
Total Forecast Expenditure for year - January 2026 (Inc GST):	$10,246
Includes GST amount of :	$931

January 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$4,059
BASEMENT	
- Repaint line marking	$3,247
DRIVEWAY	
- Repaint line marking	$1,353
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$392
Total Forecast Expenditure for year - January 2027 (Inc GST):	$9,051
Includes GST amount of :	$823

January 2028	Expense Inc GST
SUPERSTRUCTURE	
- Re stain vertical timber slats	$11,148
- Capital Replacement - General	$4,181
PLANT & EQUIPMENT	
- Replace Stair Pressurisation Fans	$3,010
- Replace hot water system pumps/controller in 8 years	$2,787
- Replace sewer pumps in 8 years	$3,066
Total Forecast Expenditure for year - January 2028 (Inc GST):	$24,191
Includes GST amount of :	$2,199

January 2029	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$4,306

FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$416
- Provision to upgrade swipe/card readers	$718
- Provision to replace door hardware	$1,366
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	$6,459
- Install/replace sensors/exit signage/emergency lighting	$2,009
Total Forecast Expenditure for year - January 2029 (Inc GST):	$15,275
Includes GST amount of :	$1,389

January 2030	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building	$38,584
- Repaint balcony ceilings	$7,096
- Re stain timber balcony ceilings	$8,870
- Scaffold/access equip allowance	$32,523
- Repaint door face	$11,826
- Repaint soffits	$11,235
- Capital Replacement - General	$4,436
BASEMENT	
- Repaint bollards	$887
- Replace stormwater pumps in 10 years	$5,322
DRIVEWAY	
- Repaint bollards	$2,070
ENTRY FOYER	
- Repaint walls	$2,661
- Repaint ceiling	$1,774

FURNITURE & FITTINGS	
- Provision to replace door closers	$579
TOILETS/WASHROOMS	
- Repaint ceilings	$4,139
LOBBIES	
- Repaint walls	$5,913
- Repaint ceiling	$15,966
- Repaint door face	$5,322
STAIRWELL	
- Repaint door face	$3,252
PLANT & EQUIPMENT	
- Replace instant hot water heater units in 10 years	$12,418
Total Forecast Expenditure for year - January 2030 (Inc GST):	$174,873
Includes GST amount of :	$15,898

January 2031	Expense Inc GST
SUPERSTRUCTURE	
- Re stain vertical timber slats	$12,181
- Provision to replace balustrade fixings	$822
- Capital Replacement - General	$4,569
ENTRY FOYER	
- Maintain tiles	$799
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$442
- Provision to replace door hardware	$1,450
TOILETS/WASHROOMS	
- Maintain tiles	$2,398

LOBBIES	
- Maintain tiles	$3,597
Total Forecast Expenditure for year - January 2031 (Inc GST):	$26,258
Includes GST amount of :	$2,387
January 2032	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$4,706
BASEMENT	
- Replace garage door motor in 6 years	$3,921
EXTERNAL WORKS	
- Maintain common pipework	$4,235
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$784
- Provision to replace door closers	$615
TOILETS/WASHROOMS	
- Maintain fixtures/fittings	$627
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$2,196
ROOF	
- Maintain metal roof fixings/flashings	$6,273
Total Forecast Expenditure for year - January 2032 (Inc GST):	$23,356
Includes GST amount of :	$2,123
January 2033	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade fixings	$872

- Provision to replace vertical timber slats in 25 years (partial accrual)	$8,885
- Capital Replacement - General	$4,847
BASEMENT	
- Provision to replace exhaust/supply fans + variable speed controllers	$11,372
EXTERNAL WORKS	
- Ongoing partial maintenance of walkways	$3,678
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$468
- Provision to upgrade intercom systems & associated equipment	$41,192
- Provision to replace door hardware	$1,538
ROOF	
- Provision for partial balcony membrane replacement	$18,092
PLANT & EQUIPMENT	
- Replace hot water system tank in 13 years	$4,038
Total Forecast Expenditure for year - January 2033 (Inc GST):	$94,984
Includes GST amount of :	$8,635

January 2034	Expense Inc GST
SUPERSTRUCTURE	
- Re stain vertical timber slats	$13,311
- Replace external door/frame	$3,843
- Capital Replacement - General	$4,992
BASEMENT	
- Provision to replace exhaust/supply fans + variable speed controllers	$11,713
- Repaint line marking	$3,993

DRIVEWAY	
- Maintain driveway 3% of total	$4,950
- Repaint line marking	$1,664
ENTRY FOYER	
- Maintain tiles	$874
FURNITURE & FITTINGS	
- Provision to replace door closers	$652
TOILETS/WASHROOMS	
- Maintain tiles	$2,621
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	$7,487
LOBBIES	
- Maintain tiles	$3,931
ROOF	
- Provision to replace guttering in 30 years (partial accrual)	$1,497
Total Forecast Expenditure for year - January 2034 (Inc GST):	$61,529
Includes GST amount of :	$5,594
January 2035	Expense Inc GST
SUPERSTRUCTURE	
- Re stain timber balcony ceilings	$10,283
- Replace external door/frame	$3,959
- Provision to replace balustrade fixings	$925
- Capital Replacement - General	$5,142
BASEMENT	
- Provision to replace exhaust/supply fans + variable speed controllers	$12,065
- Provision for CO monitor replacement	$5,655

- Maintain ventilation ducting	$4,319
- Provision to replace garage door in 30 years (partial accrual)	$2,571
- Maintain/repair main garage door running gear	$2,228
EXTERNAL WORKS	
- Provision to replace colorbond slat panelling/gates in 35 years (partial accrual)	$7,575
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$497
- Provision to upgrade swipe/card readers	$857
- Provision to replace door hardware	$1,632
TOILETS/WASHROOMS	
- Provision to replace toilet/basin and urinals	$3,599
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$2,399
PLANT & EQUIPMENT	
- Provision for mechanical upgrade of lift in 20 years (partial accrual)	$72,835
Total Forecast Expenditure for year - January 2035 (Inc GST):	$136,540
Includes GST amount of :	$12,413

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint building	$26,100	2030	10										38584					
- Repaint balcony ceilings	$4,800	2030	10										7096					
- Re stain timber balcony ceilings	$6,000	2025	5					7651					8870					10283
- Re stain vertical timber slats	$8,000	2022	3		9336			10202			11148			12181			13311	
- Scaffold/access equip allowance	$22,000	2030	10										32523					
- Repaint door face	$8,000	2030	10										11826					
- Replace external door/frame	$2,310	2034	14														3843	3959
- Provision to replace balustrade fixings	$540	2031	2											822		872		925
- Provision to replace vertical timber slats in 25 years (partial accrual)	$5,500	2033	4													8885		
- Repaint soffits	$7,600	2030	10										11235					
- Capital Replacement - General	$3,000	2021	0	3400	3502	3607	3715	3826	3941	4059	4181	4306	4436	4569	4706	4847	4992	5142
BASEMENT																		
- Provision to replace exhaust/supply fans + variable speed controllers	$7,040	2033	13													11372	11713	12065
- Repaint line marking	$2,400	2027	7							3247							3993	
- Provision for CO monitor replacement	$3,300	2035	15															5655
- Repaint bollards	$600	2030	10										887					
- Maintain ventilation ducting	$2,520	2035	3															4319
- Provision to replace garage door in 30 years (partial accrual)	$1,500	2035	5															2571
- Maintain/repair main garage door running gear	$1,300	2035	15															2228
- Replace garage door motor in 6 years	$2,500	2026	6						3284						3921			
- Replace stormwater pumps in 10 years	$3,600	2030	10										5322					
DRIVEWAY																		
- Maintain driveway 3% of total	$2,975	2034	4														4950	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Repaint line marking	$1,000	2027	7							1353							1664	
- Repaint bollards	$1,400	2030	10										2070					
ENTRY FOYER																		
- Repaint walls	$1,800	2030	10										2661					
- Repaint ceiling	$1,200	2030	10										1774					
- Maintain tiles	$525	2031	3											799			874	
EXTERNAL WORKS																		
- Maintain common pipework	$2,700	2032	7												4235			
- Ongoing partial maintenance of walkways	$2,277	2033	3													3678		
- Provision to replace colorbond slat panelling/gates in 35 years (partial accrual)	$4,420	2035	5															7575
FURNITURE & FITTINGS																		
- Ongoing partial replacement of exterior lighting	$290	2025	2					370		392		416		442		468		497
- Provision to upgrade swipe/card readers	$500	2023	3			601			657			718			784			857
- Provision to upgrade intercom systems & associated equipment	$25,500	2033	13													41192		
- Provision to replace door closers	$392	2030	2										579		615		652	
- Provision to replace door hardware	$952	2029	2									1366		1450		1538		1632
TOILETS/WASHROOMS																		
- Maintain fixtures/fittings	$400	2026	6						525						627			
- Repaint ceilings	$2,800	2030	10										4139					
- Maintain tiles	$1,575	2031	3											2398			2621	
- Provision to replace toilet/basin and urinals	$2,100	2035	2															3599
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	$4,500	2024	5				5571					6459					7487	
- Install/replace sensors/exit signage/emergency lighting	$1,400	2023	3			1683			1839			2009			2196			2399

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
LOBBIES																		
- Repaint walls	$4,000	2030	10										5913					
- Repaint ceiling	$10,800	2030	10										15966					
- Repaint door face	$3,600	2030	10										5322					
- Maintain tiles	$2,362	2031	3											3597			3931	
ROOF																		
- Provision to replace guttering in 30 years (partial accrual)	$900	2034	4														1497	
- Maintain metal roof fixings/flashings	$4,000	2032	6												6273			
- Provision for partial balcony membrane replacement	$11,200	2033	3													18092		
STAIRWELL																		
- Repaint door face	$2,200	2030	10										3252					
PLANT & EQUIPMENT																		
- Provision for mechanical upgrade of lift in 20 years (partial accrual)	$42,500	2035	5															72835
- Replace Stair Pressurisation Fans	$2,160	2028	15								3010							
- Replace instant hot water heater units in 10 years	$8,400	2030	10										12418					
- Replace hot water system tank in 13 years	$2,500	2033	13													4038		
- Replace hot water system pumps/controller in 8 years	$2,000	2028	8								2787							
- Replace sewer pumps in 8 years	$2,200	2028	8								3066							
Total				3400	12837	5890	9286	22049	10246	9051	24191	15275	174873	26258	23356	94984	61529	136540
Includes GST amount of				309	1167	535	844	2004	931	823	2199	1389	15898	2387	2123	8635	5594	12413

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint building	$26,100	2030	10	3366	6832	10403	14081	17869	21771	25790	29929	34193	**38584**	4523	9182	13981	18923	24014
- Repaint balcony ceilings	$4,800	2030	10	619	1257	1913	2590	3286	4004	4743	5504	6288	**7096**	832	1689	2571	3480	4416
- Re stain timber balcony ceilings	$6,000	2025	5	1441	2925	4454	6029	**7651**	1671	3392	5164	6990	**8870**	1937	3932	5987	8103	**10283**
- Re stain vertical timber slats	$8,000	2022	3	4599	**9336**	3301	6700	**10202**	3607	7322	**11148**	3941	8000	**12181**	4307	8742	**13311**	
- Scaffold/access equip allowance	$22,000	2030	10	2837	5759	8769	11869	15062	18351	21738	25228	28821	**32523**	3813	7740	11785	15951	20242
- Repaint door face	$8,000	2030	10	1032	2094	3189	4316	5477	6673	7905	9173	10480	**11826**	1386	2814	4285	5800	7360
- Replace external door/frame	$2,310	2034	14	225	457	695	941	1194	1455	1723	2000	2285	2578	2881	3192	3513	**3843**	**3959**
- Provision to replace balustrade fixings	$540	2031	2	64	130	198	269	341	415	492	571	652	736	**822**	430	**872**	456	**925**
- Provision to replace vertical timber slats in 25 years (partial accrual)	$5,500	2033	4	569	1155	1758	2380	3020	3680	4359	5059	5780	6522	7286	8074	**8885**	2390	4852
- Repaint soffits	$7,600	2030	10	980	1989	3029	4100	5203	6339	7509	8715	9956	**11235**	1317	2674	4071	5510	6992
- Capital Replacement - General	$3,000	2021	0	**3400**	**3502**	**3607**	**3715**	**3826**	**3941**	**4059**	**4181**	**4306**	**4436**	**4569**	**4706**	**4847**	**4992**	**5142**
BASEMENT																		
- Provision to replace exhaust/supply fans + variable speed controllers	$7,040	2033	13	728	1478	2251	3046	3866	4710	5579	6475	7397	8347	9326	10334	**11372**	**11713**	**12065**
- Repaint line marking	$2,400	2027	7	424	860	1310	1773	2250	2741	**3247**	521	1058	1611	2180	2767	3371	**3993**	641
- Provision for CO monitor replacement	$3,300	2035	15	304	617	940	1272	1614	1967	2330	2704	3089	3486	3894	4315	4749	5195	**5655**
- Repaint bollards	$600	2030	10	77	157	239	324	411	500	593	688	786	**887**	104	211	321	435	552
- Maintain ventilation ducting	$2,520	2035	3	232	471	718	972	1233	1502	1779	2065	2359	2662	2974	3296	3627	3968	**4319**
- Provision to replace garage door in 30 years (partial accrual)	$1,500	2035	5	138	281	427	578	734	894	1059	1229	1404	1585	1770	1962	2159	2362	**2571**
- Maintain/repair main garage door running gear	$1,300	2035	15	120	243	370	501	636	775	918	1065	1217	1373	1534	1700	1871	2047	**2228**
- Replace garage door motor in 6 years	$2,500	2026	6	508	1031	1569	2124	2695	**3284**	606	1231	1874	2536	3218	**3921**	724	1469	2237
- Replace stormwater pumps in 10 years	$3,600	2030	10	464	942	1435	1942	2465	3003	3557	4128	4716	**5322**	624	1266	1928	2610	3312

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
DRIVEWAY																		
- Maintain driveway 3% of total	$2,975	2034	4	290	588	895	1212	1538	1874	2220	2576	2943	3321	3710	4112	4525	**4950**	1332
- Replace individual roller doors in 25 years	$2,600	2045	25	164	333	508	687	872	1062	1258	1460	1669	1883	2104	2331	2565	2806	3055
- Repaint line marking	$1,000	2027	7	177	358	546	739	937	1142	**1353**	217	441	671	909	1153	1405	**1664**	267
- Repaint bollards	$1,400	2030	10	181	367	558	755	959	1168	1384	1606	1834	**2070**	243	492	750	1015	1288
ENTRY FOYER																		
- Repaint walls	$1,800	2030	10	232	471	717	971	1232	1501	1779	2064	2358	**2661**	312	633	964	1305	1656
- Repaint ceiling	$1,200	2030	10	155	314	478	647	822	1001	1186	1376	1572	**1774**	208	422	643	870	1104
- Maintain tiles	$525	2031	3	62	127	193	261	331	404	478	555	634	715	**799**	283	574	**874**	309
EXTERNAL WORKS																		
- Maintain common pipework	$2,700	2032	7	298	606	922	1248	1584	1930	2287	2654	3032	3421	3822	**4235**	680	1380	2101
- Ongoing partial maintenance of walkways	$2,277	2033	3	236	478	728	985	1250	1523	1805	2094	2392	2700	3016	3342	**3678**	1300	2640
- Provision to replace colorbond slat panelling/gates in 35 years (partial accrual)	$4,420	2035	5	407	827	1259	1704	2162	2634	3121	3622	4138	4669	5216	5780	6361	6959	**7575**
FURNITURE & FITTINGS																		
- Replace mail boxes in 25 years	$10,500	2045	25	663	1346	2050	2775	3521	4290	5082	5898	6738	7604	8495	9413	10359	11333	12336
- Ongoing partial replacement of exterior lighting	$290	2025	2	70	141	215	292	**370**	193	**392**	205	**416**	218	**442**	231	**468**	245	**497**
- Provision to upgrade swipe/card readers	$500	2023	3	194	395	**601**	213	431	**657**	232	472	**718**	254	515	**784**	277	563	**857**
- Provision to upgrade intercom systems & associated equipment	$25,500	2033	13	2638	5354	8152	11034	14003	17060	20210	23454	26795	30236	33781	37432	**41192**	3873	7863
- Provision to replace door closers	$392	2030	2	51	103	156	211	268	327	387	449	513	**579**	303	**615**	321	**652**	340
- Provision to replace door hardware	$952	2029	2	134	273	416	563	714	870	1030	1196	**1366**	714	**1450**	758	**1538**	804	**1632**
TOILETS/WASHROOMS																		
- Maintain fixtures/fittings	$400	2026	6	81	165	251	340	431	**525**	97	197	300	406	515	**627**	116	235	357
- Repaint ceilings	$2,800	2030	10	361	733	1116	1510	1917	2335	2767	3211	3668	**4139**	485	985	1500	2030	2576

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Maintain tiles	$1,575	2031	3	187	380	579	783	994	1211	1435	1665	1902	2146	**2398**	848	1721	**2621**	927
- Provision to replace toilet/basin and urinals	$2,100	2035	2	194	393	598	810	1027	1252	1483	1721	1966	2218	2478	2746	3022	3306	**3599**
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	$47,600	2037	17	3977	8073	12292	16638	21114	25724	30473	35364	40401	45590	50935	56440	62110	67950	73965
- Provision to replace fire hose reels	$6,000	2037	17	501	1018	1549	2097	2661	3242	3841	4457	5092	5746	6420	7114	7828	8565	9323
- Provision to replace portable fire extinguishers	$4,500	2024	5	1332	2703	4116	**5571**	1217	2470	3760	5090	**6459**	1410	2863	4359	5900	**7487**	1635
- Install/replace sensors/exit signage/emergency lighting	$1,400	2023	3	545	1105	**1683**	595	1208	**1839**	650	1319	**2009**	710	1442	**2196**	776	1576	**2399**
LOBBIES																		
- Repaint walls	$4,000	2030	10	516	1047	1594	2158	2738	3336	3952	4587	5240	**5913**	693	1407	2142	2900	3680
- Repaint ceiling	$10,800	2030	10	1393	2827	4305	5827	7394	9009	10672	12385	14149	**15966**	1872	3799	5785	7830	9937
- Repaint door face	$3,600	2030	10	464	942	1435	1942	2465	3003	3557	4128	4716	**5322**	624	1266	1928	2610	3312
- Maintain tiles	$2,362	2031	3	281	570	868	1175	1491	1817	2152	2497	2853	3220	**3597**	1272	2582	**3931**	1390
ROOF																		
- Provision to replace guttering in 30 years (partial accrual)	$900	2034	4	88	178	271	367	465	567	671	779	890	1004	1122	1243	1368	**1497**	403
- Maintain metal roof fixings/flashings	$4,000	2032	6	442	897	1366	1849	2347	2859	3387	3930	4490	5067	5661	**6273**	1158	2351	3579
- Provision for partial balcony membrane replacement	$11,200	2033	3	1158	2352	3581	4846	6150	7493	8876	10301	11769	13280	14837	16440	**18092**	6396	12984
STAIRWELL																		
- Repaint door face	$2,200	2030	10	284	576	877	1187	1506	1835	2174	2523	2882	**3252**	381	774	1178	1595	2024
PLANT & EQUIPMENT																		
- Refurbish lift interior	$10,000	2045	25	632	1282	1952	2643	3354	4086	4840	5617	6417	7242	8091	8965	9866	10793	11749
- Provision for mechanical upgrade of lift in 20 years (partial accrual)	$42,500	2035	5	3916	7950	12104	16383	20791	25331	30007	34823	39784	44894	50156	55577	61161	66912	**72835**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Replace Stair Pressurisation Fans	$2,160	2028	15	338	687	1046	1416	1797	2190	2594	**3010**	252	512	779	1055	1338	1631	1932
- Replace instant hot water heater units in 10 years	$8,400	2030	10	1083	2199	3348	4532	5751	7007	8300	9632	11005	**12418**	1456	2955	4499	6090	7729
- Replace hot water system tank in 13 years	$2,500	2033	13	259	525	799	1082	1373	1672	1981	2299	2627	2964	3311	3669	**4038**	380	771
- Replace hot water system pumps/controller in 8 years	$2,000	2028	8	313	636	969	1311	1664	2027	2402	**2787**	397	806	1227	1661	2108	2568	3042
- Replace sewer pumps in 8 years	$2,200	2028	8	345	700	1066	1442	1831	2230	2642	**3066**	437	886	1350	1827	2318	2825	3346
TOTAL ACCRUALS				**43369**	**78697**	**120843**	**161037**	**189666**	**231733**	**276566**	**307872**	**349582**	**233943**	**268931**	**310669**	**283513**	**309695**	**263570**

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

REPORT INFORMATION

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

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

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

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

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

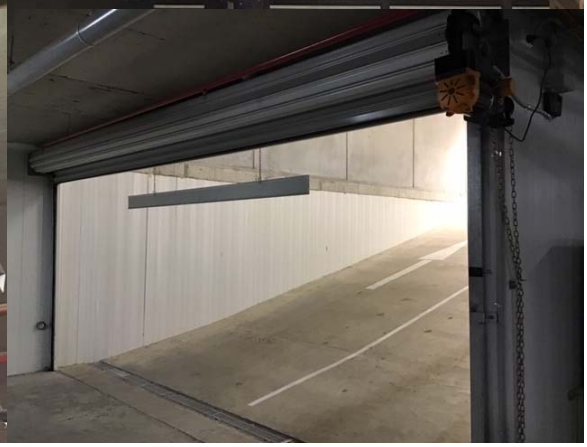
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

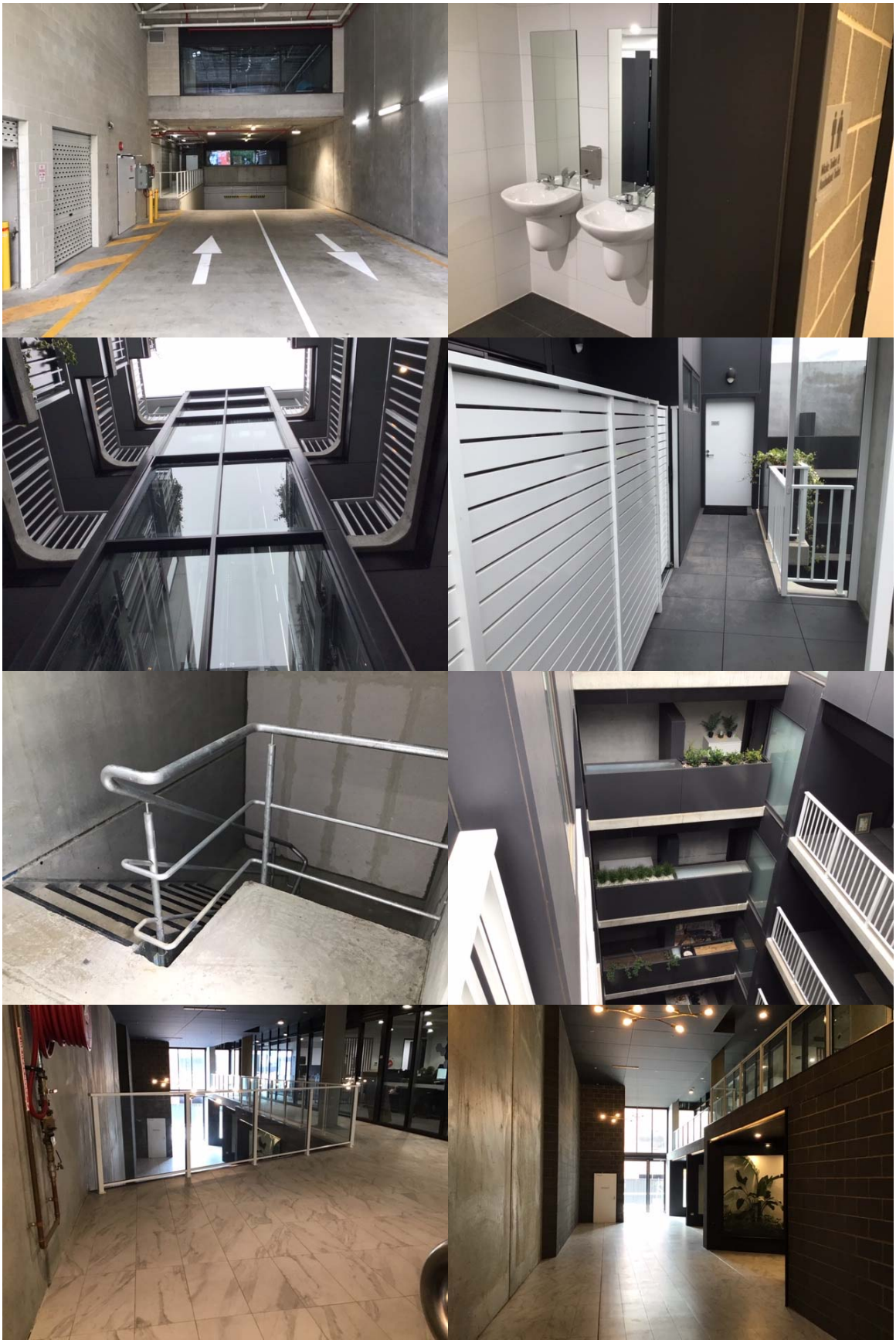
AREAS NOT INSPECTED

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

QMAX
DANGER
HIGH VOLTAGE

0412 388 423
CALIBRATION





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REAL ESTATE INSTITUTE OF THE AUSTRALIAN CAPITAL TERRITORY

Distinct

TENANCY AGREEMENT
(RESIDENTIAL)

This Tenancy Agreement is made on 29 Jul 2025

SCHEDULE

ITEM 1 LESSOR

Name: Julie Wickens

Company Name: ACN / ABN:

Name: Tony Burslem

Company Name: ACN / ABN:

Address for Service of Notices: ~~**Agent (refer Item 2)**~~

~~**OR**~~ [redacted]

~~Suburb:~~ [redacted] ~~State:~~ ~~Postcode:~~

ITEM 2 AGENT

Name: Brooke Scullin

trading as Distinct Property Management

Licence Number: 18401636 ACN / ABN: 23 147 076 882

Address: PO BOX 4721 Whitlam, ACT

Suburb: Kingston State: ACT Postcode: 2604

Phone: 02 6140 5900 Mobile: 0424152526

Email: hello@distinctproperties.com.au

ITEM 3 TENANT

	First Name	Surname	Tenant contributing to bond
1.	Giacinta	Concepcion	Yes / ~~No~~
Email:	giacinta.concepcion@gmail.com		
2.	Malavika	Prem	Yes / ~~No~~
Email:	malavikaonline@gmail.com		
3.			Yes / No
Email:			
4.			Yes / No
Email:			

Company Name: ACN / ABN:

Email:

Address:

Suburb: State: Postcode:

Address for Service of Termination Notices: Yamaroshi 408/32 Mort Street Braddon, ACT

Suburb: Braddon State: ACT Postcode: 2612

Address for Service of Other Notices: Email:

Address:

Suburb: State: Postcode:

ITEM 4 PREMISES

Block: Section: Division: Unit No: Units Plan:

Address: Yamaroshi 408/32 Mort Street

Suburb: Braddon State: ACT Postcode: 2612

ITEM 5 NUMBER OF OCCUPANTS

Maximum number of persons permitted to occupy the Premises: Two (2) Adults

BAL Genuine leadership in law

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Distinct

TENANCY AGREEMENT
(RESIDENTIAL)

ITEM 6 FIXED TERM TENANCY

The term of this Tenancy Agreement is for: Twelve (12) ~~weeks~~ / months / ~~years~~

commencing on: 01 Aug 2025 and ending on: 31 Jul 2026 (the **Term**)

If the Tenant remains in occupation of the Premises following the expiry of the Term, the Tenant acknowledges and agrees that the terms of this Tenancy Agreement will continue to apply, except that the tenancy will be a periodic tenancy.

ITEM 7 PERIODIC TENANCY

This Tenancy Agreement commences on: 01 Aug 2026 and ends upon the termination of this Tenancy Agreement by either the Lessor or the Tenant (the **Term**).

ITEM 8 RENT

The rent equates to $720.00 per week payable at the rate of $1,440.00 per ~~week~~ / fortnight / ~~calendar month~~

payable in advance commencing on 01 Aug 2025

ITEM 9 PAYMENT

The method by which the rent must be paid:

- ☐ Bank Cheque / Money Order made out to:
- ☐ DEFT Payment Systems: Biller Code: 4481 Ref No.
- ☐ Direct Debit to commence on
- ☑ Other: Account Name: Distinct ACT Trust BSB: 182-266 Account Number: 303 301 683 Ref No. TEN08346

ITEM 10 BOND

- ☑ $2,880.00 being an amount equivalent to four weeks rent or ☐ $
- ☑ Lodged with the ACT Office of Rental Bonds

*Note: Bond to be lodged with the **ACT Office of Rental Bonds**

Address for service of documents - ACT Office of Rental Bonds

Any notice or other document to be issued by the ACT Office of Rental Bonds to the Lessor or the Agent is to be delivered to the following address:

hello@distinctproperties.com.au

Any notice or any document issued by the ACT Office of Rental Bonds to the Tenant is to be delivered to the following address (an email address should be provided for each Tenant contributing to the bond). Please notify the ACT Office of Rental Bonds should you not wish to receive documents by email:

giacinta.concepcion@gmail.com

malavikaonline@gmail.com

ITEM 11 EMERGENCY TRADESPEOPLE

As notified by the Lessor or the Agent from time to time.

ITEM 12 CONDITION OF PREMISES

initials

The Premises is provided:

- ☑ Unfurnished.
- ☐ Partially furnished as stipulated in the inventory and condition report.
- ☐ Furnished as stipulated in the inventory and condition report.

ITEM 13 SALE OF PREMISES *(refer to section 46B(1)(a) of the Act)*

initials

Does the Lessor intend to sell the Premises within six (6) months of the commencement of this Tenancy Agreement?

- ☐ Yes
- ☑ No

ITEM 14 POSTING TERMINATION CLAUSE *(refer to Additional Clause 102)*

initials

Does a Posting Termination Clause apply to this Tenancy Agreement?

- ☐ Yes
- ☑ No

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ITEM 15 PETS *(refer to Additional Clause 107)* initials DS Initial GC Initial MP Initial kl Initial kl

Is the Tenant required to obtain the Lessor's prior written consent to the keeping of an animal in the Premises?

☑ Yes
☐ No

ITEM 16 ADDRESS FOR SERVICE OF DOCUMENTS

(1) The Landlord may be contacted by email or by post via the Agent at the Agent's address stated in Item 2.

(2) For the Landlord:
- (a) any document may be delivered to the Landlord by email, registered post or in person, via the Agent at the Agent's address stated in Item 2;
- (b) any notice to be served on the Landlord, except a notice to vacate, must be in writing and may be served by sending the notice by email or prepaid post to the Agent's address stated in Item 2; and
- (c) any notice to vacate to be served on the Landlord, must be in writing and may only be served by leaving it at, or sending it by prepaid post to, the Agent's address stated in Item 2.

(3) For the Tenant:
- (a) any document may be delivered to the Tenant by leaving it at the Premises or by sending it by email or post to the Tenant's address stated in Item 3;
- (b) any notice to be served on the Tenant, except a notice to vacate, must be in writing and may be served by:
  - (i) leaving it at the Premises;
  - (ii) sending the notice by email or prepaid post to the Tenant's address stated in Item 3; or
  - (iii) delivering it to the Tenant personally; and
- (c) any notice to vacate to be served on the Tenant, must be in writing and may only be served by:
  - (i) leaving it at the Premises;
  - (ii) sending it by prepaid post to the Premises, the Tenant's address stated in Item 3, or the address of the business of the Tenant last known to the Landlord; or
  - (iii) delivering it to the Tenant personally.

(4) The parties acknowledge the address for service stated above is provided pursuant to clause 98 of the Agreement.

(5) Despite Item 16(2)(c), the Landlord may, at the Landlord's absolute discretion, accept service of a defective notice to vacate or a notice to vacate sent by email to the Agent's address stated in Item 2.

ITEM 17 MINIMUM HOUSING STANDARD (except the Minimum Ceiling Insulation Standard)

Is the Premises required to comply with a Minimum Housing Standard? ☑ Yes ☐ No ☐ The Premises is exempt

If yes, does the Premises comply with the Minimum Housing Standard? ☑ Yes ☐ No

If the Premises does not comply,

(a) the reason the Premises does not comply with a Minimum Housing Standard is due to

_____.

(b) the proposed date by which the Premises will comply is _____.

Note: If a regulation prescribes a period in which the Premises must comply, the proposed date is the end of the period, or in any other case, 1 month after the day this Tenancy Agreement is entered into.

If the Premises is exempt, the reason for the exemption is

_____

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TENANCY AGREEMENT
(RESIDENTIAL)

ITEM 18 CEILING INSULATION

Is the premises required to comply with the Minimum Ceiling Insulation Standard? ☐ Yes ☐ No ☑ The Premises is exempt

If yes, does the Premises comply with the Minimum Ceiling Insulation Standard? ☐ Yes ☐ No

If the Premises does not comply, the proposed date by which the Premises will comply is _____.

If the Premises is exempt, the Lessor is not required to comply with the Minimum Ceiling Insulation Standard due to: (tick as applicable)

☐ the Premises, or part of the Premises is registered under the *Heritage Act 2004* and the installation of required ceiling insulation in a required area would, or would be likely to, have a significant adverse impact on the heritage significance of the Premises; or

☑ the Premises is a unit under the *Unit Titles Act 2001* in a building with 2 or more storeys and the required area is located immediately below another unit in the building;

☐ ceiling insulation is not able to be installed in a required area for structural reasons;

☐ the Tenant has told the Agent /Lessor in writing that the Tenant does not want ceiling insulation installed in the Premises;

☐ before entering into this Tenancy Agreement, the Lessor has told the Tenant in writing that the Lessor intends to demolish all of the Premises, or a substantial part of the Premises, within 2 years after the day the Lessor enters into this Tenancy Agreement;

☐ the Tenancy Agreement is for a fixed term of 12 months or less and the Tenant is the former owner of the Premises;

☐ the Premises is a unit under the *Unit Titles Act 2001* on the top storey of a building and the Lessor has written confirmation from the Owners Corporation for the building that the Corporation -

- ☐ intends to arrange for required ceiling insulation to be installed in parts of the building, including the required area of the Premises; or
- ☐ refuses permission for the Lessor to install required ceiling insulation.

ITEM 19 ENERGY EFFICIENT RATING STATEMENT

Has an energy efficiency rating statement of the premises been provided to the Tenant? ☐ Yes ☑ No

ITEM 20 ASBESTOS ASSESSMENT REPORT

Is the Lessor aware of there being an asbestos assessment report for the premises? ☐ Yes ☑ No

If yes, has a copy of the asbestos assessment report been provided to the Tenant? ☐ Yes ☐ No

If no, has an asbestos advice been provided to the Tenant? ☐ Yes ☑ No

ITEM 21 UNIT TITLE RENTAL CERTIFICATE

Item 21 only applies if the premises is a unit.

Has a unit title rental certificate for the premises been given to the Tenant? ☐ Yes ☑ No

Has there been any change to the unit title rental certificate since it was issued? ☐ Yes ☑ No

If yes, the changes are:

ITEM 22 POOLS AND SPAS

Is there a pool (including demountable, temporary or kids pool), spa, floatation tank or tub, or excavation, structure or vessel that can be filled with water to a depth of 300mm or more: ☐ Yes ☑ No

If yes, provide details:

The pool was constructed before / after 1 May 2023.

Attached to this Tenancy Agreement is:

If the pool was constructed before 1 May 2023: (tick one)

- ☐ a copy of the guidance material notified under the *Building Act 2004*
- ☐ if the pool has been granted a Ministerial exemption, the exemption certificate or if only exempt from part of the safety standard, a compliance certificate for the pool to the extent that it is not exempt from the standards
- ☐ if no Ministerial exemption has been granted, a swimming pool disclosure statement, a compliance certificate OR a certificate of occupancy for the pool and safety barrier

If the pool was built or substantially altered after 1 May 2023: (tick one)

- ☐ a summary pool disclosure statement
- ☐ a compliance certificate for the pool
- ☐ a certificate of occupancy for the pool and safety barrier*

Note: a certificate of occupancy must not be older than 5 years

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ADDITIONAL CLAUSES

~~Clause 102 - Termination because of posting~~

(1) This clause applies if Item 14 is marked "Yes".
(2) The Lessor and the Tenant agree to the Posting Termination Clause being included in this Agreement.
(3) This Tenancy Agreement may be terminated:
  (a) if the Lessor is posted to the ACT in the course of the Lessor's employment - by the Lessor giving the Tenant at least 8 weeks written notice to vacate the Premises; or
  (b) if the Tenant is posted away from the ACT in the course of the Tenant's employment - by the Tenant giving the Lessor at least 8 weeks written notice of the Tenant's intention to vacate the Premises.
(4) A notice under subclause (3) must be accompanied by evidence of the posting (for example a letter from the employer of the Lessor or Tenant confirming the details of the posting).
(5) The Tenancy Agreement terminates:
  (a) 8 weeks after the day the notice is received under subclause (3); or
  (b) if a later date is stated in the notice - on the stated date.

Clause 103 - Tenant Warranty

The Tenant warrants, to the best of the Tenant's knowledge, that the information contained in the Schedule is accurate and complete in every way.

Clause 104 - Standard Residential Tenancy Terms

The Standard Residential Tenancy Terms contained in Schedule 1 of the Act apply to this Tenancy Agreement.

Clause 105 - Joint and Individual Liability

Where the Tenant consists of more than one person, the covenants and obligations to be observed and performed by the Tenant shall bind them jointly and each of them severally.

Clause 106 - Smoking

(1) The Tenant acknowledges and agrees that:
  (a) the Tenant, and any guest of the Tenant, is prohibited from smoking inside the dwelling (being the improvements of which form part of the Premises);
  (b) smoking is only permitted outside the dwelling; and
  (c) upon the Tenant vacating the Premises, the Tenant must clean and repair any damage caused to the outside of the dwelling caused by the Tenant smoking on the Premises.
(2) In the event the Tenant breaches subclause (1)(a), the Tenant must:
  (a) arrange for the professional cleaning of the dwelling (including all carpeted areas, blinds and walls) to the satisfaction of the Lessor, acting reasonably; and
  (b) rectify any damage caused to the dwelling, and any property of the Lessor in the dwelling, by the Tenant smoking in the dwelling.

Clause 107 - Pets

(1) Where the Tenant must obtain the Lessor's consent to the keeping of an animal on the Premises, the Tenant must apply for the Lessor's consent in writing.
(2) Where the Tenant is not required to obtain the Lessor's prior written consent to the keeping of an animal on the Premises and the Tenant intends to keep or keeps an animal on the Premises, the Tenant must at all times comply with those terms and conditions attached to this Tenancy Agreement (if any).
(3) Where the Premises is a unit, the Tenant acknowledges that the keeping of an animal on the Premises is subject to the approval of the Owner's Corporation.
(4) Where the Tenant is permitted to keep an animal on the Premises:
  (a) the Lessor may impose reasonable conditions of the Tenant's keeping of the animal on the Premises, including but not limited to the number of animals kept on the Premises and the extent to which the Premises must be cleaned and maintained;
  (b) the Tenant must comply with any conditions imposed by the Lessor; and
  (c) the Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or any costs incurred by the Lessor in connection with the Tenant keeping an animal on the Premises.

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Clause 108 - Modifications

(1) In addition to clauses 67 and 68 of this Tenancy Agreement, the Tenant acknowledges and agrees that:

(a) the Tenant must obtain the Lessor's consent to carry out any renovation, or make any alteration or addition, to the Premises or to add any fixtures or fittings to the Premises and the Tenant must apply for the Lessor's consent in writing;

(b) when carrying out any renovation, alteration or addition or adding any fixtures or fittings to the Premises, the Tenant must at all times comply with any reasonable direction given by the Lessor; and

(c) any renovation, alteration or addition to the Premises, whether or not carried out by the Tenant or by someone on behalf of the Tenant, must be carried out in a proper and workmanlike manner and in accordance with all relevant laws, regulations and codes.

(2) The Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or the Lessor's property or any costs or loss incurred or suffered by the Lessor in connection with the Tenant renovating, or making any alteration or addition, to the Premises or installing any fixture or fitting to the Premises.

Clause 109 - Privacy Policy

initials

(1) The *Privacy Act 1988* (Cth) allows certain information about the Tenant to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal information.

(2) The Agent may amend or amend and restate this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Tenant. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Tenant.

(3) This Tenancy Agreement requires the collection of certain information including personal information about the Tenant.

(4) The personal information the Tenant provides in this Tenancy Agreement or collected from other sources is necessary for the Agent to: (a) identify and verify the Tenant's identity; (b) make recommendations to the Lessor; (c) manage the Residential Agreement and Premises for the Lessor; (d) process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary); (e) liaise and exchange information with the Tenant and the Agent's or Tenant's legal and other advisors in relation to or in connection with this Tenancy Agreement; (f) comply with any applicable laws; (g) comply with any dispute resolution process; (h) to inform and offer the Tenant products and services provided by the Agent or other third-party service providers and (i) marketing and research purposes provided that the use is reasonably necessary for one or more of the Agent's obligations or services and in accordance with the Act.

(5) Personal information collected about the Tenant in connection with this Tenancy Agreement may be disclosed by the Agent to other parties for the purpose for which it was collected, including the Lessor and the Lessor's mortgagee, other agents, Courts, tribunals responsible for residential tenancy matters, third party operators of tenancy database and any prospective or actual purchaser of the Premises, including to their mortgagee (if any).

(6) If the Tenant does not wish to receive any information about products and services as referred to under subclause (4)(h) then please tick this box: ☐ or otherwise notify the Agent.

(7) The Tenant is entitled to request access to the Tenants personal information held by the Agent by making a written request. The Agent will respond to the request and provide access to the information within a reasonable time. There will be no charges associated with the making of such a request or the subsequent provision of information.

(8) Where the Tenant requests that the Agent corrects the personal information that the Agent holds about the Tenant, the Agent will take such steps (if any) as are reasonable in the circumstances to correct the information.

(9) The Agent will take such steps as are reasonable in the circumstances to protect the personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure.

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Clause 110 - Electronic Communication

(1) For the purposes of this clause, electronic communication has the same meaning as defined in the *Electronic Transactions Act 2001* (ACT).

(2) Where a provision of this Tenancy Agreement:
- (a) requires a party to provide information to the other;
- (b) permits a party to provide information to the other; or
- (c) requires a party to produce a document to the other, that is in the form of paper, an article or other material,

that information or document, subject to subclause (3), may be given by means of an electronic communication and the parties:
- (d) consent to the information and document being provided by an electronic communication; and
- (e) agree that at the time the information or document is given, the information or document will be readily accessible so as to be useable for subsequent reference.

(3) In respect of the production of a document. the document may be in an electronic form, subject to the method of generating the electronic form of the document providing a reliable means of assuring the maintenance of the integrity of the information contained in the document.

(4) This Tenancy Agreement and any document referred to in this Tenancy Agreement which requires the signature of a party to this Tenancy Agreement, may be given by electronic communication, subject to:
- (a) a method being used to identify the party and to show the party's intention in relation to the information communicated; and
- (b) the method being reliable and appropriate for the document being signed,

(5) The parties consent to the Tenancy Agreement being signed by an electronic communication in accordance with subclause (4).

(6) If due to this Tenancy Agreement being signed by an electronic communication:
- (a) this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding; or
- (b) the Tenant alleges or claims that this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding, the parties agree to execute a printed copy of this Tenancy Agreement, in the same form and dated the same date as this Tenancy Agreement.

(7) If the Tenant fails to sign a printed copy of this Tenancy Agreement in order to satisfy the above terms and conditions within five (5) business days of being requested to do so by the Lessor or the Agent, the Tenant appoints the Lessor as its attorney to execute a printed copy of this Tenancy Agreement on the Tenant's behalf and to date that copy of this Tenancy Agreement with the same date as this Tenancy Agreement.

(8) The Tenant indemnifies and will keep the Lessor indemnified against all costs, expenses, losses or damages incurred, paid or payable by the Lessor arising from or connected with a breach of this Clause by the Tenant.

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Distinct

TENANCY AGREEMENT
(RESIDENTIAL)

SIGNED BY THE LESSOR

in the presence of:

Julie Wickens

(Name of Lessor)

Signed by:
Klarizallyn Aduna
29CB9E0B3D9E475...

(Signature of Lessor or Lessor's representative)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

29/7/2025
(Date)

(Name of witness)

Note: No witness is required if the Lessor signs this agreement electronically.

(Signature of witness)

(Date)

in the presence of:

Tony Burslem

(Name of Lessor)

Signed by:
Klarizallyn Aduna
29CB9E0B3D9E475...

(Signature of Lessor or Lessor's representative)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

29/7/2025
(Date)

(Name of witness)

Note: No witness is required if the Lessor signs this agreement electronically.

(Signature of witness)

(Date)

☐ / We accept the terms of this Tenancy Agreement and acknowledge having been given the opportunity to obtain advice in respect of this Tenancy Agreement.

SIGNED BY THE TENANT

in the presence of:

Giacinta Concepcion

(Name of Tenant)

DocuSigned by:
080CFD0B2E234F0...

(Signature of Tenant)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

29/7/2025
(Date)

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

in the presence of:

Malavika Prem

(Name of Tenant)

Signed by:
Malavika Prem
2F4BEB1E9FA64A9...

(Signature of Tenant)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

29/7/2025
(Date)

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

in the presence of:

(Name of Tenant)

(Signature of Tenant)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Date)

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

in the presence of:

(Name of Tenant)

(Signature of Tenant)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Date)

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

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TENANCY AGREEMENT
(RESIDENTIAL)

Standard Residential Tenancy Terms

Lessor and Tenant must comply with terms of Tenancy Agreement

1. (1) This Tenancy Agreement is made under the *Residential Tenancies Act 1997* (the **Act**).
   (2) The Lessor and the Tenant may agree to add additional clauses to this Tenancy Agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
   (3) Except where otherwise stated, terms defined in this Tenancy Agreement have the same meaning given to them in the Act.
2. By signing this Tenancy Agreement, the Lessor and the Tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A party to this Tenancy Agreement cannot contract out of it or out of the provisions of the Act, except as provided in that Act.
4. A fixed term tenancy must be for the single period specified in the Tenancy Agreement.
5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this Tenancy Agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Act.

Costs and procedures for establishing Tenancy Agreement

7. The Lessor bears the cost of preparation and execution of this Tenancy Agreement.
8. The Tenant is responsible for any legal costs that the Tenant incurs in relation to preparation and execution of the Tenancy Agreement.
9. The Lessor must give a copy of the proposed Tenancy Agreement to the Tenant before the commencement of the tenancy.
10. This Tenancy Agreement must be signed by the Tenant and by the Lessor (or by their authorised agents).
11. The Lessor must give a copy of this Tenancy Agreement, signed by each party, to the Tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the Tenant has returned a signed copy.
12. If the Lessor does not return this Tenancy Agreement to the Tenant, as provided by clause 11, this Tenancy Agreement has full effect in the terms signed by the Tenant on occupation of the Premises or acceptance of rent.

Information

13. (1) The Lessor must provide to the Tenant a copy of an information booklet about residential tenancies authorised by the director-general before the commencement of this Tenancy Agreement.
    (2) If it is not possible to provide the Tenant with a booklet, the Lessor must inform the Tenant of the booklet and where it may be obtained.
    (3) If the Premises are a unit within the meaning of the *Unit Titles Act 2001* (ACT), the Lessor must give the Tenant a copy of the owners corporation's rules before the commencement of this Tenancy Agreement.

BOND AND CONDITION REPORT

Maximum Bond

14. Payment of a bond is not necessary unless required by the Lessor.
15. Only 1 bond is payable for the tenancy created by this Tenancy Agreement.
16. The amount of the bond must not exceed the amount of 4 weeks rent.

Lodgment of the bond with the Office of Rental Bonds

17. If the Lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
18. Either party may lodge the bond with the Office of Rental Bonds.

If the Lessor and Tenant agree that the Tenant is to lodge the bond

19. If the parties agree that the Tenant is to lodge the bond, the following applies:
    (a) the Tenant, or the Lessor on the Tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
    (b) the Tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;
    (c) the Lessor may require lodgment of the bond before the Lessor gives possession of the Premises to the Tenant and if this is the case, the Tenant must be able to take possession of the Premises and receive the keys to the Premises as soon as the Tenant provides the Lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the Lessor that the bond was received by the Office.

If the Lessor is to lodge the bond

20. If the Lessor is to lodge the bond, the following applies:
    (a) on receiving the bond, the Lessor must give the Tenant a receipt for the bond;
    (b) the Lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
    Note Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.
    (c) the Lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within–
    (i) the later of 2 weeks after receiving the bond and the commencement of this tenancy; or
    (ii) if the Agent lodges the bond–the later of 4 weeks after receiving the bond and the commencement of this tenancy.

Condition Report

21. (1) Within 1 day of the Tenant taking possession of the Premises, the Lessor must give 2 copies of a condition report completed by the Lessor to the Tenant.
    (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
22. (1) The Tenant must examine the report and indicate on the report the Tenant's agreement or disagreement with the items.
    (2) Within 2 weeks after the day the Tenant receives the report, the Tenant must return 1 copy of the report to the Lessor, signed by the Tenant and indicating the Tenant's agreement or disagreement with the report or parts of the report.

22A. However, if this Tenancy Agreement is a consecutive tenancy agreement, the Lessor and Tenant need not comply with the clause 21 and clause 22 if an original condition report or subsequent condition report exists for the Premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

End of Tenancy - Inspection and Condition Report

23. (1) The Lessor must keep the condition report for a period of not less than 12 months after the end of the tenancy.
    (2) However, if a condition report is not completed because of clause 22A, the Lessor must keep the original condition report and any subsequent condition report, for a period of not less than 12 months after the end of this Tenancy agreement.

23A. (1) At the end of this tenancy, an inspection of the Premises must be carried out in the presence of the Lessor and Tenant.
    (2) A condition report based on the inspection must be completed in the presence of, and signed by, the Lessor and Tenant.
    (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.
    (4) However, if this Tenancy Agreement is a consecutive tenancy agreement, the Lessor and tenant need not comply with subclauses (1) to (3) if an original condition report or subsequent condition report exists for the Premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

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RENT AND OTHER CHARGES

Rent and bond only as payment for the tenancy

24. The Lessor must not require any payment other than rent or bond for the following:
    (a) the granting, extension, transfer or renewal of this tenancy or subtenancy;
    (aa) consenting to -
        (i) a person becoming a co-tenant; or
        (ii) a co tenant stopping being a party to the tenancy agreement;
    (b) vacating of Premises;
    (c) obtaining a key to the Premises; or
    (d) information on the availability of tenancies.

Holding deposits

25. The Act prohibits the taking of holding deposits.

Payment of rent

26. (1) The Tenant must pay the rent on time.
    (2) The Tenant must not use the bond money to pay the rent for the last weeks of this tenancy.
    (3) The Tenant and the Lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
    (4) The Tenant and Lessor may agree that rent is to be paid electronically.
27. The Lessor must not require the Tenant to pay rent by postdated cheque.

Maximum rent in advance

28. The Lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the Tenant.

Rent receipts

29. If rent is paid in person to the Lessor or Agent, a receipt must be given at that time.
30. In other circumstances where rent is paid to the Lessor, a receipt must be provided or sent by post within 1 week of its receipt.
31. (1) A receipt for payment of rent must specify the amount paid.
    (2) A receipt should specify the following:
        (a) the date of payment;
        (b) the period in relation to which the payment is made;
        (c) the Premises; and
        (d) whether the payment is for bond or rent.
    (3) If these particulars are not included in the receipt, the Lessor must provide this information to the Tenant within 4 weeks of a request by the Tenant.
32. A receipt is not required if the rent is paid by the Tenant directly into an account nominated by the Lessor or Agent.

Rent records

33. (1) The Lessor must keep, or cause to be kept, records of the payment of rent.
    (2) Those records must be retained for a period of not less than 12 months after the end of this tenancy.

Increase in rent

34. (1) The amount of rent under this Tenancy Agreement must not vary from period to period, except as provided by the Residential Tenancies Act.
    (2) Also, if this Tenancy Agreement is a consecutive tenancy agreement, the amount of rent must not vary from the amount of rent under the terminating or terminated residential tenancy agreement except as provided by the Residential Tenancies Act (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).
35. (1) The rent must not be increased at intervals of less than 12 months from either the beginning of this Tenancy Agreement for the first increase, or after that, from the date the last increase took effect.
    (2) However, if this Tenancy Agreement is a consecutive tenancy agreement, the rent must not be increased at intervals of less than 12 months from the date the last increase took effect, whether under this Tenancy Agreement or the terminated residential tenancy agreement (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).
36. (1) This clause applies if the housing commissioner-
        (a) is the Lessor under this Tenancy Agreement; and
        (b) had decided to increase the rent after a review of rent under the *House Assistance Act 2007*, section 23.
    (2) Despite clause 35, the housing commissioner may increase the rent.
    (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 12 months after the date the last rent increase for the Premises took effect.
37. The restrictions on the amount and frequency of rental rate increases apply provided the identity of at least 1 of the Tenants who occupy the Premises remains the same as at the time of the last increase (the meaning of rental rate increase is set out in the Residential Tenancies Act).

Review of excessive rent increases

38. (1) The Lessor must give the Tenant 8 weeks written notice of an intended:
        (a) increase in the rent under this Tenancy Agreement (including where this Tenancy Agreement is a consecutive tenancy agreement); or
        (b) increase in the rent that will take effect under a proposed consecutive tenancy agreement.
    (2) The notice to the Tenant must include the date when the increase is proposed to take effect, the amount of the proposed increase, whether the amount of the increase is more than the prescribed amount, and the ACAT's prior approval must be obtained for an increase that is more than the prescribed amount if the Tenant does not agree to the increase.
39. (1) The Tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Act).
    (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
40. If the Tenant remains in occupation of the Premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.
41. (1) If the Tenant wishes to vacate the Premises before the increase takes effect, the Tenant must give 3 weeks' notice to the Lessor.
    (2) However, for an increase in the rent that will take effect under a proposed consecutive tenancy agreement, the Tenant may terminate this Tenancy Agreement under clause 88 (for a periodic tenancy) or clause 89 (for a fixed term tenancy).

Lessor's costs

42. The Lessor is responsible for the cost of the following:
    (a) rates and taxes relating to the Premises;
    (b) services for which the Lessor agrees to be responsible;
    (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately determined;
    (d) all services up to the time of measurement or reading at the beginning of this tenancy; and
    (e) all services after reading or measurement at the end of this tenancy providing the Tenant has not made any use of the service after the reading.
43. (1) The Lessor must pay for any physical installation of services (eg. water, electricity, gas, telephone line).
    (2) The Tenant is responsible for the connection of all services that will be supplied in the Tenant's name.

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44. The Lessor must pay the annual supply charge associated with the supply of water or sewerage.
45. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Lessor is responsible for all owners corporation charges.

Tenant's costs

46. The Tenant is responsible for all charges associated with the consumption of services supplied to the Premises, including electricity, gas, water and telephone.
47. The Tenant is not required by the Lessor to connect or continue a telephone service.

Reading of metered services

48. (1) The Lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the Tenant.
    (2) The Lessor must provide the Tenant with an opportunity to verify readings and measurements.
49. If the Lessor does not arrange reading or measurement of a service connected in the name of the Lessor by the day after the date of expiry of notice to vacate given in accordance with this Tenancy Agreement or the Act, the Lessor is responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
50. (1) If the Tenant vacates the Premises without giving notice before departure, the Lessor must arrange a reading or measurement of services connected in the Lessor's name within a reasonable time of the Lessor becoming aware of the departure of the Tenant.
    (2) The Tenant is responsible for payment of services to the date of that reading or measurement.

Tenant's use of the Premises without interference

51. The Lessor guarantees that there is no legal impediment to the use of the Premises for residential purposes by the Tenant.
52. The Lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Premises.
53. Unless otherwise agreed in writing, the Tenant has exclusive possession of the Premises, as described in the agreement, from the date of this Tenancy Agreement.

LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS

Lessor to install and maintain smoke alarms

53A. (1) The Lessor must install and maintain smoke alarms in the Premises.
    (2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Act, section 11B.

LESSOR TO MAKE REPAIRS

Lessor to provide Premises in a reasonable state at the start of the tenancy

54. (1) At the start of this tenancy, the Lessor must ensure that the Premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are -
    (a) fit for habitation;
    (b) reasonably clean;
    (c) in a reasonable state of repair; and
    (d) reasonably secure.
    (2) An exclusion must be in writing and may, but need not, be included in this Tenancy Agreement (if in writing).
    (3) The Lessor or the Tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
    (4) The Lessor or the Tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
    (5) If the Tenant, or a person living at the Premises, is a protected person in relation to an interim or final order made under the *Family Violence Act 2016* (ACT) or the *Personal Violence Act 2016* (ACT), the Tenant or person may change locks (at his or her own cost) without the agreement of the other party.
    (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

Lessor to make repairs

55. (1) The Lessor must maintain the Premises in a reasonable state of repair having regard to their condition at the commencement of this Tenancy Agreement.
    (2) The Tenant must notify the Lessor of any need for repairs.
    (3) This section does not require the Tenant to notify the Lessor about anything that an ordinary Tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
56. The Lessor is not obliged to repair damage caused by the negligence or wilful act of the Tenant.
57. Subject to clause 55, the Lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in unit title Premises

58. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), and the Tenant's use and enjoyment of the Premises reasonably requires repairs to the common property, the Lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

Urgent repairs

59. The Tenant must notify the Lessor (or the Lessor's nominee) of the need for urgent repairs as soon as practicable, and the Lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.
60. The following are urgent repairs in relation to the Premises, or services or fixtures supplied by the Lessor:
    (a) a burst water service;
    (b) a blocked or broken lavatory system;
    (c) a serious roof leak;
    (d) a gas leak;
    (e) a dangerous electrical fault;
    (f) flooding or serious flood damage;
    (g) serious storm or fire damage;
    (h) a failure of gas, electricity or water supply to the Premises;
    (i) the failure of a refrigerator supplied with the Premises;
    (j) a failure or breakdown of any service in the Premises essential for hot water, cooking, heating, cooling or laundering;
    (k) a fault or damage that causes the residential Premises to be unsafe or insecure;
    (l) a fault or damage likely to cause injury to person or property; and
    (m) a serious fault in any door, staircase, lift or other common area that inhabits or unduly inconveniences the Tenant in gaining access to and use of the Premises.

Tenant may authorise urgent repairs in certain circumstances

61. If the Lessor (or Lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the Tenant may arrange for urgent repairs to be effected to a maximum value of up to 5 % of the rent of the property over a year.
62. The following procedures apply to urgent repairs arranged by the Tenant:
    (a) the repairs arranged by the Tenant must be made by the qualified tradesperson nominated by the Lessor in this Tenancy Agreement;
    (b) if the Lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable - the repairs must be performed by a qualified tradesperson of the Tenant's choosing;
    (c) if the repairs are arranged by the Tenant in accordance with these procedures - the Lessor is liable for the cost of repairs and the tradesperson may bill the Lessor direct; and
    (d) if the Tenant does not act in strict compliance with this clause - the Tenant is personally liable for the cost of any urgent repairs arranged by the Tenant.

62A. The Lessor must ensure the Premises comply with the Minimum Housing Standards applying to the Premises.

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TENANT TO LOOK AFTER THE PREMISES

The Tenant must take reasonable care of the Premises and keep the Premises reasonably clean

63. During the tenancy, the Tenant must -
    (a) not intentionally or negligently damage the Premises or permit such damage;
    (b) notify the Lessor of any damage as soon as possible; and
    (c) take reasonable care of the Premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of this tenancy and the normal incidents of living.

63A. The Tenant must replace the battery in a smoke alarm installed in the Premises whenever necessary.

64. The Tenant must leave the Premises -
    (a) in substantially the same state of cleanliness, removing all the Tenant's belongings and any other goods brought onto the Premises during the duration of the tenancy agreement; and
    (b) in substantially the same condition as the Premises were in at the commencement of the Tenancy Agreement, fair wear and tear excepted.

65. The Lessor must not require the Tenant to make alternations, improvements or renovations to the Premises.

Tenant of unit to comply with owners corporation's rules

66. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Tenant must comply with the owners corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this Tenancy Agreement.

Tenant must make no alterations and must not add any fixtures or fittings without the consent of the Lessor

67. (1) The Tenant must not, without the Lessor's written consent, make any renovation, alteration or addition to the Premises (time limits for the Lessor to refuse consent to special modifications are set out in the Act).
    (2) The Lessor may give consent subject to a reasonable condition, including a requirement that the Tenant use a suitably qualified tradesperson to undertake—
        (a) the renovation, alteration, or addition; and
        (b) any restoration at the end of this tenancy.
    (3) Unless otherwise agreed, the Tenant is liable for the cost of any renovation, alteration or addition to the Premises.
    (4) Unless otherwise agreed, at the end of the tenancy the Tenant is responsible for restoring the Premises to substantially the same condition as the Premises were in at the commencement of this Tenancy Agreement, fair wear and tear excepted.
    (5) The Lessor and the Tenant may agree that any renovation, alteration, or addition to the Premises remains in place at the end of this Tenancy Agreement.

68. (1) The Tenant must not add any fixtures or fittings to the Premises without the consent of the Lessor.
    (2) The Lessor's consent must not be unreasonably withheld.
    (3) The Tenant must make good any damage to the Premises on removal of any fixtures and fittings.
    (4) Any fixtures or fittings not removed by the Tenant before the Tenant leaves the Premises becomes the property of the Lessor.

Tenant must not use the premises for illegal purposes and must not disturb the neighbors

69. Unless otherwise agreed in writing, the Tenant must only use the Premises for residential purposes.

70. The Tenant must not:
    (a) use the Premises, or permit them to be used, for an illegal purpose;
    (b) cause or permit nuisance; or
    (c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby Premises.

71. The Tenant must not leave the Premises vacant for more than 3 weeks without notifying the Lessor.

Tenant must not sell, dispose of, or sublet tenancy without consent of Lessor

72. (1) The Tenant must not assign or sublet the Premises or any part of them without the written consent of the Lessor.
    (2) Consent may be given at any time.
    (3) No rights in relation to the Premises may be created in any third party before consent is obtained from the Lessor.

Co-tenant may leave tenancy agreement

72A. (1) A co-tenant may stop being a party to the tenancy agreement—
        (a) with the consent of the lessor and each remaining co-tenant under the agreement; or
        (b) by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).
    (2) The co-tenant must seek the consent of the lessor and each remaining co-tenant—
        (a) by notice in writing; and
        (b) at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).
    (3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—
        (a) the agreement continues between the lessor and the remaining co-tenants; and
        (b) the tenant's rights and obligations under the agreement end.

Becoming a new co-tenant to existing tenancy agreement

72B. (1) Another person may become a co-tenant under the tenancy agreement—
        (a) with the consent of the lessor and each other co-tenant; or
        (b) under the Residential Tenancies Act, section 35D.
    (2) An existing tenant must seek the consent of the lessor and any other co tenant—
        (a) by notice in writing; and
        (b) at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).
    (3) If the person becomes a co-tenant—
        (a) the agreement continues with the person becoming a co-tenant with the existing co-tenants; and
        (b) the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.
    (4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

73. The Tenant is personally responsible for the actions or omissions of visitors, guests or other people on the Premises if:
    (a) The action or omission would if performed by the Tenant have constituted a breach of this Tenancy Agreement; and
    (b) The person is on the Premises with the permission of the Tenant.

74. The Tenant is not personally responsible for the actions or omission of a person who is on the Premises:
    (a) at the request of the Lessor;
    (b) to assist the Lessor perform any of the duties of the Lessor under this Tenancy Agreement (whether at the request of the Lessor or the Tenant); or
    (c) without the consent of the Tenant.

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Keeping animals on Premises

74A. (1) The Tenant may keep an animal, or allow an animal to be kept, on the Premises.

(2) The Tenancy Agreement may require the Tenant to obtain the Lessor's prior written consent to keep an animal, or allow an animal to be kept, on the Premises (time limits for the Lessor to refuse consent are set out in the Act).

74B. The Tenant is responsible for any repairs or additional maintenance to the Premises required as a consequence of keeping an animal on the Premises.

LESSOR'S ACCESS TO PREMISES

Lessor cannot enter the premises except as provided in this tenancy agreement

75. (1) The Lessor must not require access to the Premises during the tenancy except as provided by the law, this Tenancy Agreement, the Act, or an order of the Tribunal.

(2) The Tenant may permit access to the Premises by the Lessor at any time.

(3) If requested, the Lessor or the Agent must provide identification to the Tenant.

76. The Lessor must not have access to the Premises -

(a) on Sundays; or

(b) on public holidays; or

(c) before 8.00 am and after 6.00 pm; other than -

(d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the Premises; or

(e) with the consent of the Tenant.

Access in accordance with tenancy agreement

Routine Inspections

77. The Lessor may inspect the Premises twice in each period of 12 months following the commencement of this tenancy.

78. In addition to the inspections provided for in the previous clause, the Lessor may make an inspection of the Premises -

(a) within 1 month of the commencement of this tenancy; and

(b) in the last month of this tenancy.

79. (1) The Lessor must give the Tenant 1 week written notice of an inspection.

(2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).

(3) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the Tribunal for an order permitting access at a specified time.

Access for purchasers and new Tenants

80. The Tenant must permit reasonable access to the Premises during the period of 3 weeks before the end of this tenancy, on the Lessor giving 24 hours notice, to allow inspection of the Premises by prospective Tenants.

81. The Tenant must permit reasonable access to the Premises, on the Lessor giving 48 hours' notice, to allow inspection of the Premises by prospective purchasers of the Premises, but only if:

(a) the Lessor intends to sell the Premises; and

(b) the Lessor has previously notified the Tenant in writing of the Lessor's intention to sell.

81A. (1) The Tenant must not unreasonably refuse an inspection of the Premises by a prospective purchaser.

(2) However, the Tenant is not required to agree to more than 2 inspections a week.

(3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).

(4) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the tribunal for an order permitting access at a stated time.

Access for making or inspecting repairs or complying with minimum housing standards

82. (1) On giving the Tenant 1 week's notice (or such other agreed period), the Lessor may enter the Premises at a reasonable time, taking into account the interests of the Tenant and the Lessor, for the purpose of;

(a) making or inspecting repairs;

(b) inspecting the Premises to ensure the Premises complies with the Minimum Housing Standards; or

(c) undertaking work, or inspecting work undertaken, to ensure the Premises complies with the Minimum Housing Standards.

(1A) However, the Lessor must only enter the Premises for the purpose of an inspection, making repairs or undertaking work (the activity) If, taking into account the nature of the activity, it is reasonable and necessary to do so.

(2) For urgent repairs, the Lessor must give reasonable notice and enter the Premises at a reasonable time having regard to the interests of the Tenant and the Lessor.

Notice to vacate by Lessor

83. A notice to vacate must be in writing, in the form required by the Act, and must include the following information:

(a) the address of the Premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s); and

(c) that the Lessor requires the Tenant to vacate the Premises by the expiry of the required notice period and that this Tenancy Agreement ends on the day that the Tenant vacates the Premises.

Notice of intention to vacate by Tenant

84. (1) If the Tenant serves a notice of intention to vacate and vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.

(2) On receiving a notice of intention to vacate, the Lessor may-

(a) accept the notice and accept that this Tenancy Agreement ends on the date stated in the notice; or

(b) apply to the tribunal for confirmation of this Tenancy Agreement, an order for compensation or both.

85. (1) The notice of intention to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:

(a) the address of the Premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);

(c) the date the Tenant intends to terminate this Tenancy Agreement.

(2) If the Tenant vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.

(3) However, if the Tenant does not vacate the Premises on or before the date stated in the notice, the notice is taken to be withdrawn and this Tenancy Agreement continues.

Termination where Premises are not fit for habitation

86. (1) The Lessor or the Tenant may, by written notice, terminate this Tenancy Agreement on a date specified in the notice on the following grounds:

(a) the Premises are not fit for habitation; or

(b) the Premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.

(2) However, the Lessor or Tenant must not terminate this Tenancy Agreement under subclause (1) only because the Lessor has failed to comply with the Minimum Housing Standards applying to the Premises.

87. (1) In either case the Lessor must give not less than 1 weeks' notice of termination of this tenancy, and the rent abates from the date that the Premises are uninhabitable.

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(2) The Tenant may give 2 days' notice of termination of the tenancy.

(3) If neither the Lessor nor the Tenant give notice of termination of this tenancy, the rent abates for the period that the Premises are unable to be used for habitation, but this tenancy resumes when they are able to be used again.

Termination of tenancy by Tenant

Termination on or after end of fixed term

88. (1) If a periodic tenancy is granted under this Tenancy Agreement, or arises upon the expiry of a fixed term tenancy, the Tenant may give notice to terminate this Tenancy Agreement by giving the Lessor not less than 3 weeks' notice of the date when the Tenant intends to vacate the Premises.

(2) This Tenancy Agreement ends on the date specified by the Tenant.

89. (1) If a fixed term tenancy is granted under this Tenancy Agreement, the Tenant may give notice to terminate at or after the expiry of the Term by giving 3 weeks' notice of the date when the Tenant intends to vacate the Premises.

(2) This Tenancy Agreement ends on the date specified by the Tenant.

Termination before end of fixed term - fee for breaking lease

89A. (1) If this Tenancy Agreement is a fixed term agreement and the Tenant ends this Tenancy Agreement before the end of the fixed term (other than for a reason provided for by the Residential Tenancies Act or this Tenancy Agreement), the Lessor may require the Tenant to pay a fee (a ***break fee***) of the following amount:

(a) if the fixed term is 3 years or less -

(i) if less than half of the fixed term has expired - 6 weeks rent; or

(ii) in any other case - 4 weeks rent;

(b) if the fixed term is more than 3 years - the amount agreed between the Lessor and Tenant.

(2) If the Lessor requires the Tenant to pay the break fee, the Lessor agrees to take reasonable steps to find a new tenant for the Premises.

(3) The Lessor agrees that the compensation payable by the Tenant for ending this Tenancy Agreement before the end of the fixed term -

(a) is limited to the amount of the break fee specified in subclause (1); and

(b) is not payable until the defined period after the Tenant vacates the Premises has ended.

(4) However, the Lessor and Tenant agree that if, within the defined period after the Tenant vacates the Premises, the Lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the Tenant is limited to -

(a) the amount of the break fee under subclause (1) less the amount of rent payable by the new tenant for the defined period; and

(b) if the Tenant vacates the Premises more than 4 weeks before the end of the fixed term - the Lessor's reasonable costs (not exceeding the defined cost limit) of advertising the Premises for lease and of giving a right to occupy the Premises to another person.

(5) This clause does not apply if this Tenancy Agreement is ended by the Tenant under any of the following provisions of the Residential tenancies Act:

(a) section 46A (Termination of agreement for aged care or social housing needs);

(b) section 46B (Termination of fixed term agreement if premises for sale);

(c) section 46D (Termination for family violence);

(d) section 46G (Co-Tenancies - effect of serving family violence termination notice);

(e) section 64AA (Termination - affected residential premises);

(f) section 64AB (Termination - eligible impacted property);

(6) In this clause;

defined cost limit means -

(a) if at least half of the fixed term has expired - an amount equal to 2/3 of 1 week's rent; or

(b) if less than half of the fixed term has expired - an amount equal to 1 week's rent.

defined period means -

(a) if subclause (1) (a) (i) applies - 6 weeks; or

(b) if subclause (1) (a) (ii) applies - 4 weeks; or

(c) if subclause (1) (b) applies - N weeks; or

N is the number worked out as follows

$$\frac{\text{break fee}}{\text{weekly rent payable at the time the tenant ends the agreement}}$$

Termination for breach by Lessor

90. If the Lessor breaches this Tenancy Agreement, and the Tenant wishes to terminate this Tenancy Agreement, the Tenant may either:

(a) apply to the tribunal for an order terminating this Tenancy Agreement; or

(b) give the Lessor written notice of intention to terminate this Tenancy Agreement, in accordance with clause 91.

91. If the Tenant decides to proceed by way of notice to the Lessor, the following procedures apply:

(a) the Tenant must give the Lessor a written notice that the Lessor has 2 weeks to remedy the breach if the breach is capable of remedy;

(b) if the Lessor remedies the breach within that 14-day period - this Tenancy Agreement continues;

(c) if the Lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy - the Tenant must give 2 weeks' notice of intention to vacate;

(d) this Tenancy Agreement terminates on the date specified by the Tenant;

(e) rent is payable to the date specified in the notice or to the date that the Tenant vacates the Premises, whichever is the later; and

(f) if the Lessor remedies the breach during the period of the notice of intention to vacate - the Tenant, at the Tenant's option, may withdraw the notice or may terminate this Tenancy Agreement on the date specified in the notice by vacating the Premises on the at date.

Termination of tenancy by Lessor

Termination for failure to pay rent

92. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of non-payment of rent in the following circumstances:

(a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;

(b) the Lessor has served a notice to remedy on the Tenant for the failure to pay the rent, being a notice-

(i) served not earlier than 1 week after the day when the rent was due; and

(ii) containing a statement that if the Tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and this Tenancy Agreement continues;

(c) if all rent is not paid within 1 week of the date of service of the notice to remedy - the Lessor may then serve a notice to vacate on the Tenant requiring the Tenant to vacate the Premises within 2 weeks of service of the notice to vacate;

(d) no earlier than the date when the notice to vacate is served, the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and evicting the Tenant;

(e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate; and

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(f) during this tenancy, if the Lessor has previously issued 2 notices to remedy, the Lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than nonpayment of rent

93. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of breach of this Tenancy Agreement in the following circumstances:

(a) the Lessor must serve a written notice requiring the Tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;

(b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy - the Lessor must give a notice to vacate the Premises within 2 weeks after the date of service of the notice to vacate;

(c) if the Tenant does not vacate the Premises within the period of 2 weeks after the date of service of a notice to vacate - the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and for the eviction of the Tenant; or

(d) if the Tenant breaches the terms of this Tenancy Agreement on 3 occasions on any ground - on the 3rd occasion the Lessor may serve a notice to vacate and need not give the Tenant 2 weeks to remedy the breach.

Termination of periodic tenancy

96. (1) For a periodic tenancy, the Lessor may give the Tenant—

(a) if the Lessor genuinely intends to live in the Premises—8 weeks notice to vacate;

(b) if the Lessor genuinely believes the Lessor's immediate relative intends to live in the Premises—8 weeks notice to vacate;

(c) if the Lessor genuinely believes an interested person intends to live in the Premises—8 weeks notice to vacate;

(d) if the Lessor genuinely intends to sell the Premises—8 weeks notice to vacate;

(e) if the Lessor genuinely intends to reconstruct, renovate or make major repairs to the Premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the Tenant living in the Premises—12 weeks notice to vacate; or

(f) if the Lessor genuinely requires the Premises for a lawful use other than as a home—26 weeks notice to vacate.

(2) A notice to vacate under this clause must be accompanied by written evidence supporting the Lessor's reason for the notice.

Examples - written evidence

statutory declaration, development application, quotes from a tradesperson for renovations, notice of decision from the housing commissioner.

(3) In this clause:

immediate relative of the Lessor means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

interested person, for the Lessor, means a person who is not an immediate relative of the Lessor but who has a close family or personal relationship with the Lessor and who has a reasonable expectation arising from that relationship that the Lessor would provide accommodation for that person.

97. (1) If a Tenant is required to vacate the Premises in accordance with clause 96, the Tenant may vacate the Premises at any time during the 2 weeks before the date specified in the notice to vacate provided the Tenant gives the Lessor 4 days' notice of intention to vacate.

(2) In this case, this tenancy terminates on the date that the Tenant vacates the Premises.

Notice of address for service

98. (1) At the commencement of this tenancy, the Lessor and the Tenant must each give:

(a) an address for service of termination notices; and

(b) an address for service of other notices.

(2) If a person's address for service changes during the tenancy, the person must tell the other party about the new address within 2 weeks of the change.

99. On vacating the Premises, the Tenant must advise the Lessor of a forwarding address.

100. If 2 or more people are stated as the Tenant, except where this agreement otherwise provides, they do so as joint Tenants.

Disclaimer: *This precedent document is a templated guide for use by those persons with the knowledge, skill and qualifications required to use this precedent to create a document suitable for the transaction. This document does not refer to or contemplate all matters associated with the transaction or attempt to incorporate all laws relevant to the transaction. Users of this document should satisfy themselves as to the accuracy and completeness of this document, and if necessary, seek legal advice regarding the use of this document. To the extent permitted by law, REIACT and BAL Lawyers and their respective contractors and agents are no liable in any way for any loss or damage arising out of or in connection with this precedent document or its use.*

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ANNEXURE A -

TENANCY AGREEMENT

This Annexure page is to be used only if there is insufficient space in the Schedule. Please insert the relevant corresponding Item number and heading.

ITEM	DESCRIPTION:
Clause 110	Carpet Cleaning The lessor declares carpets have been steamed cleaned immediately prior to the commencement of this tenancy agreement and the tenant acknowledges their responsibility under the tenancy agreement to leave the premises, including the carpets, as near as possible in the same condition which includes having the carpets professionally cleaned at the end of the tenancy agreement.

INITIALS

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ANNEXURE C -

TENANCY AGREEMENT

This Annexure page is to be used only if there is insufficient space in the Schedule. Please insert the relevant corresponding Item number and heading.

ITEM	DESCRIPTION:
Clause 112	Lessor Consent required to keep animals The lessor agrees that the tenants may keep animals on the residential premises as disclosed by the tenants in the tenancy application or with additional written consent. The tenant agrees to have the carpet professionally cleaned and to have the residential premises professionally fumigated because animals have been kept on the residential premises during the tenancy. The tenant is responsible for any repairs or additional maintenance to the premises required as a consequence of keeping an animal on the premises.

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FirstRate Report

YOUR HOUSE ENERGY RATING IS: ★★★★★★ **6 STARS**

in Climate: 24

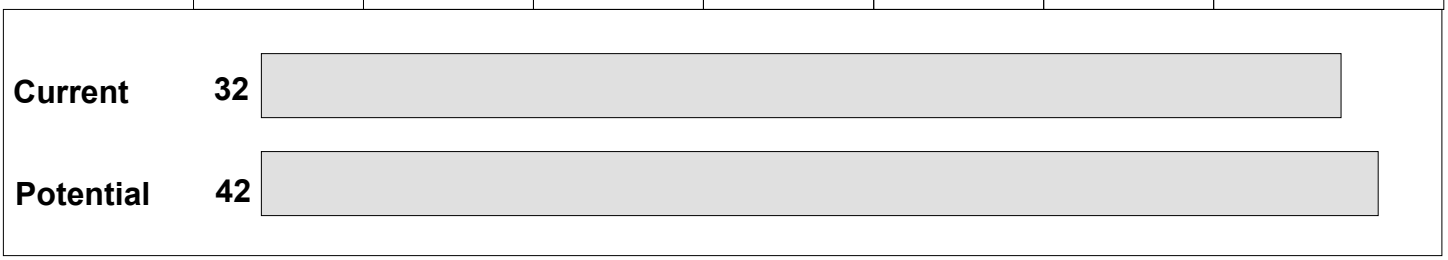
SCORE: 32 POINTS

Name:	Julie Wickens & Anthony Burslem	**Ref No:**	46320
House Title:	Unit 408, Block 21, Section 28	**Date:**	13-04-2026
Address:	Unit 408 of 32 Mort Street		
	Braddon		2612
Reference:	C:\REPORTS\...\MORT STREET BRADDON 408 OF 32 EER		

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	9

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 408, Block 21, Section 28, Unit 408 of 32 Mort Street, Braddon**

Assessor's Name: **Lindsay Collison**

Feature						Points		
						Winter	Summer	Total
CEILING						**15**	**0**	**15**
Surface Area:	110	Insulation:	-96					
WALL						**0**	**-1**	**-1**
Surface Area:	-4	Insulation:	5	Mass:	-2			
FLOOR						**14**	**-6**	**8**
Surface Area:	16	Insulation:	-6	Mass:	-2			
AIR LEAKAGE (Percentage of score shown for each element)						**5**	**0**	**5**
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	39 %					
Exhaust Fans	28 %	Doors	18 %					
Down Lights	0 %	Gaps (around frames)	15 %					
DESIGN FEATURES						**0**	**0**	**0**
Cross Ventilation	0							
ROOF GLAZING						**0**	**0**	**0**
Winter Gain	0	Winter Loss	0					
WINDOWS						**-15**	**-3**	**-18**

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
E	10	14%	-19	14	-3	-8
W	6	8%	-12	1	0	-10
Total	16	22%	-31	16	-3	-18

* 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 0 points				Winter	Summer	Total
RATING	★★★★★★	**SCORE**		**19**	**-10**	**32***

*** includes 23 points from Area Adjustment**

Detailed House Data

House Details

ClientName	Julie Wickens & Anthony Burslem
HouseTitle	Unit 408, Block 21, Section 28
StreetAddress	Unit 408 of 32 Mort Street
Suburb	Braddon
Postcode	2612
AssessorName	Lindsay Collison
FileCreated	13-04-2026
Comments	

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	NA	Yes	No	No	Float Timb	R0.0	53.0m²
2	Suspended Slab	NA	Yes	No	No	Tiles	R0.0	4.8m²
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	4.0m²
4	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	17.6m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
2	Framed: Metal Clad	No	R2.0	13.1m	2.4m
3	Brick Veneer	No	R2.0	21.9m	2.4m
1	Framed: FC Sheet Clad	Yes	R2.0	23.8m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	57.8m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	E	2.1m	2.4m	No	DGT	ALIMPR	HB	No	1.8m	1.8m	0.6m
2	W	2.1m	2.8m	No	DGT	ALIMPR	HB	No	3.9m	3.9m	0.6m
3	E	2.1m	2.4m	No	DGT	ALIMPR	HB	No	1.8m	1.8m	0.6m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	E	2.1m	2.4m	0.0m	0.0m	0.0m	0.0m	2.2m	1.5m	1.6m	0.3m
2	W	2.1m	2.8m	3.0m	3.9m	10.0m	-7.1m	0.0m	0.0m	3.9m	0.3m
3	E	2.1m	2.4m	0.0m	0.0m	0.0m	0.0m	2.2m	1.5m	1.6m	0.3m

Zoning Details

Is there Cross Flow Ventilation ?	Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No

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

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Rater Comments

House Details

ClientName	Julie Wickens & Anthony Burslem
HouseTitle	Unit 408, Block 21, Section 28
StreetAddress	Unit 408 of 32 Mort Street
Suburb	Braddon
Postcode	2612
AssessorName	Lindsay Collison
FileCreated	13-04-2026

Rater Comments

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

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

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

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

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

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

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

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

  Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.
- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

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

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

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

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

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

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CGU Professional Risks Insurance
Level 7, 181 William Street, Melbourne Vic 3000
GPO Box 4609, Melbourne Vic 3001
T 03 9601 8222 **F** 03 9602 5255

Certificate of Currency

Policy Number BP20200022

Item 1 **The Insured:** Residential Reports Pty Ltd

Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605

Item 3 **Professional Services covered by this policy:**
Pre Purchase Building Inspections (AS4349.1)
Special Purpose Building Inspections
Energy Rating Reports
Urban Pest Management
Termite Management including inspections - existing buildings and structures (AS3660.2)
Timber Pest Inspections (AS4349.3)

Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)

Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026

Item 6 **Particulars of Risk:**

Civil Liability Professional Indemnity

6.1 The Policy Limit is	$5,000,000	which includes all policy sections
6.2 The Policy Excess is	$20,000	
6.3 The Retroactive Date is	20/07/2020	

Public Liability

6.4 Sum Insured	$20,000,000
6.5 Excess	$2,500

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

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

Najibi Bisso, Manager

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

Tax Invoice

Residential REPORTS

Inspection Number 46320
Please ensure this number is used when making payment

17 March 2026
Julie Wickens & Anthony Burslem
For the Property at: 408/32 Mort Street Braddon ACT 2612

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

Thank you for your business
We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service

PAYMENT OPTIONS	*Your prompt attention to payment (within 7 days) is appreciated.*
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: **46320 IMPORTANT: PLEASE ensure this unique ID is used**
Cash or Cheque	Can be provided to your inspector on the day. Please advise our office if you choose this option so we can note it on their job sheet. Cheques made payable to 'Residential Reports' please.

Without a Roof

A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM
Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited **ABN** 38 609 880 122
35 Poynton Street Hughes ACT 2605 **p** 6288 0402 info@residentialreports.com.au
Member- Master Builders Association & The Australian Environmental Pest Managers Association

Tax Invoice

Residential REPORTS

Inspection Number 46320
Please ensure this number is used when making payment

17 March 2026
Julie Wickens & Anthony Burslem
For the Property at: 408/32 Mort Street Braddon ACT 2612

FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
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TOTAL INC GST	**$451.00**

Thank you for your business
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Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: **46320 IMPORTANT: PLEASE ensure this unique ID is used**
Cash or Cheque	Can be provided to your inspector on the day. Please advise our office if you choose this option so we can note it on their job sheet. Cheques made payable to 'Residential Reports' please.

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A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM
Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

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35 Poynton Street Hughes ACT 2605 **p** 6288 0402 info@residentialreports.com.au
Member- Master Builders Association & The Australian Environmental Pest Managers Association

Australian Government
Australian Taxation Office

MS JULIE A WICKENS
8 GREEVES ST
WANNIASSA ACT 2903

Our reference: 7168236051401
Phone: **13 28 66**

19 March 2026

Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello JULIE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411190449038
Vendor name	JULIE ANN WICKENS
Clearance Certificate Period	19 March 2026 to 19 March 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

Australian Government
Australian Taxation Office

MR ANTHONY P BURSLEM
8 GREEVES STREET
WANNIASSA ACT 2903

Our reference: 7168206649762
Phone: **13 28 66**

18 March 2026

Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello ANTHONY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411190320807
Vendor name	ANTHONY PAUL BURSLEM
Clearance Certificate Period	18 March 2026 to 18 March 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

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