

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 1	UP No. 12227	Block 32	Section 5	Division/District Dickson
	and known as 1/88 Dooring Street, Dickson, ACT 2602					
<b>Seller</b>	Full name	Gordon Murray Gunn & Kirsten Lee Gunn				
	ACN/ABN					
	Address	1/88 Dooring Street, Dickson, ACT 2602				
<b>Seller Solicitor</b>	Firm	Legal On London				
	Email	Lola@legalonlondon.com.au				
	Phone	02 61812000	Ref Lola Payenda			
	DX/Address	Suite 601, 39 London Circuit, Canberra ACT 2601				
<b>Stakeholder</b>	Name	Hive Property (ACT) Pty Ltd Trust Account				
<b>Seller Agent</b>	Firm	Hive Property (ACT) Pty Ltd				
	Email	Jason@hiveproperty.co				
	Phone	0431 228 046	Ref Jason El-Khoury			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	Fixed Floor Coverings, Light Fittings and Window Treatments as inspected				
<b>Date for Registration of Units Plan</b>	Not Applicable					
<b>Date for Completion</b>	On or before 30 days from the Date of this Contract					
<b>Electronic Transaction?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA					
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes					
<b>Residential Withholding Tax</b>	New residential premises?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Potential residential land?					<input type="checkbox"/> No <input type="checkbox"/> Yes
	Buyer required to make a withholding payment?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?					<input type="checkbox"/> No <input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

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

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

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

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

<b>Seller signature</b>	<b>Buyer signature</b>
Seller witness name and signature	Buyer witness name and signature

## Seller Disclosure Documents

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

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

### If the Property is off-the-plan:

- Proposed plan
- Inclusions list

### If the Property is a Unit where the Units Plan 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	% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 660.00 (GST inclusive)

### Tenancy Summary

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

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

Name	Vantage Strata	Phone	(02) 61719700
Address	2/23 Challis Street, Dickson ACT 2602		

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
  - the Buyer is a corporation; or
  - the Property is sold by tender; or
  - the Property is sold by auction; or
  - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
  - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

## Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997 (ACT)* or the *Leases (Commercial & Retail) Act 2001 (ACT)*.
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

## Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

## Exchange of Contract

1 An Agent, authorised by the Seller, may:

- insert:
  - the name and address of, and contact details for, the Buyer;
  - the name and address of, and contact details for, the Buyer Solicitor;
  - the Price;
  - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

### 1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

**Affecting Interests** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

**Adaptable Housing Dwelling** has the meaning in the Sale of Residential Property Act;

**Agent** has the meaning in the Sale of Residential Property Act;

**ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;

**Balance of the Price** means the Price less the Deposit;

**Breach of Covenant** means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

**Building Act** means the *Building Act 2004* (ACT);

**Building and Development Provision** has the meaning in the Planning Act;

**Building Conveyancing Inquiry Document** has the meaning in the Sale of Residential Property Act;

**Building and Compliance Inspection Report** has the meaning in the Sale of Residential Property Act;

**Building Management Statement** has the meaning in the Land Titles Act;

**Business Day** means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

**Class A Unit** has the meaning in the Sale of Residential Property Act;

**Common Property** for a Unit has the meaning in the Unit Titles Act;

**Common Property** for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

**Community Title Act** means the *Community Title Act 2001* (ACT);

**Community Title Body Corporate** means the entity referred to as such in the Community Title Act;

**Community Title Management Statement** has the meaning in the Community Title Act;

**Community Title Master Plan** has the meaning in the Community Title Act;

**Community Title Scheme** has the meaning in the Community Title Act;

**Completion** means the time at which this Contract is completed and **Completed** has a corresponding meaning;

**Compliance Certificate** means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

**Covenant** includes a restrictive covenant;

**Default Notice** means a notice in accordance with clause 18.5 and clause 18.6

**Default Rules** has the meaning in the Unit Titles Management Act;

**Deposit** means the deposit forming part of the Price;

**Developer** in respect of a Lot has the meaning in the Community Title Act;

**Developer Control Period** has the meaning in the Unit Titles Management Act;

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

**Disclosure Statement** has the meaning in the Property Act;

**Disclosure Update Notice** has the meaning in section 260(2) of the Property Act;

**Encumbrance** has the meaning in the Sale of Residential Property Act but excludes a mortgage;

**Energy Efficiency Rating Statement** has the meaning in the Sale of Residential Property Act;

**Excluded Change** has the meaning in section 259A(4) of the Property Act;

**General Fund Contribution** has the meaning in section 78(1) of the Unit Titles Management Act;

**GST** has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**GST Rate** means the prevailing rate of GST specified as a percentage;

**Improvements** means the buildings, structures and fixtures erected on and forming part of the Land;

**Income** includes the rents and profits derived from the Property;

**Land Act** means the *Land (Planning & Environment) Act 1991* (ACT);

**Land Charges** means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

**Land Rent Act** means the *Land Rent Act 2008* (ACT);

**Land Rent Lease** means a Lease that is subject to the Land Rent Act;

**Land Titles Act** means the *Land Titles Act 1925* (ACT);

**Lease** means the lease of the Land having the meaning in the Planning Act;

**Lease Conveyancing Inquiry Document** has the meaning in the Sale of Residential Property Act;

**Legislation Act** means the *Legislation Act 2001*;

**Liability of the Owners Corporation** means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

**Lot** has the meaning in the Community Title Act;

**Non-Land Rent Lease** means a Lease that is not subject to the Land Rent Act;

**Notice to Complete** means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

**Owners Corporation** means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

**Pest Inspection Report** has the meaning in the Sale of Residential Property Act;

**Pest Treatment Certificate** has the meaning in the Sale of Residential Property Act;

**Planning Act** means the *Planning Act 2023* (ACT);

**Planning and Land Authority** has the meaning in the Legislation Act;

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

**Property** means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

**Property Act** means the *Civil Law (Property) Act 2006* (ACT);

**Required Documents** has the meaning in the Sale of Residential Property Act and includes a Unit Title Certificate but excludes a copy of this Contract;

**Rescission Notice** has the meaning in the Sale of Residential Property Act;

**Residential Tenancies Act** means the *Residential Tenancies Act 1997* (ACT);

**Sale of Residential Property Act** means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

### 3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

### 4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to “section 370” refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to “section 280” refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to “section 306” refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to “section 351” refers to this restriction. Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

- 4.4 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

### 5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

### 6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
  - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
  - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
  - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
  - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
    - 6.2.3 rescind; or
    - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
  - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
  - 6.4.2 a wall being or not being a party wall or the Property being affected by an

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

## 7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

## 8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

## 9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
  - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
  - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
  - 9.3.1 the Seller warrants that except as disclosed in this Contract:
    - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
    - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
  - (i) the Prescribed Terms; and
  - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

## 10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

## 11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
  - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

## 12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
  - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
  - 12.1.2 obtain approval for any Development conducted on the Land;
  - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
  - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
  - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

## 13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

**Adjustment Figures** mean details of the adjustments to be made to the Price under this Contract;

**Completion Time** means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

**Conveyancing Transaction** has the meaning given in the Participation Rules;

**Digitally Signed** has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

**Discharging Mortgagee** means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

**ECNL** means the *Electronic Conveyancing National Law (ACT) Act 2020 (ACT)*;

**Effective Date** means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

**Electronic Document** means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

**Electronic Transaction** means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

**Electronic Transfer** means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

**Electronic Workspace** has the meaning given in the Participation Rules;

**Electronically Tradeable** means a land title dealing that can be lodged electronically;

**ELN** has the meaning given in the Participation Rules;

**FRCGW Remittance** means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

**GSTRW Payment** means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

**Incoming Mortgagee** means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

**Mortgagee Details** mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

**Nominated ELN** means the ELN specified in the Schedule;

**Participation Rules** mean the participation rules as determined by the ECNL;

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

**Title Data** means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

#### 14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

#### 15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

#### 16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

#### 17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
  - (d) the decision of the arbitrator is final and binding;
  - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
  - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
  - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
  - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14\* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and

## 19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
- 19.1.1 sue the Buyer for breach; or
  - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

\* Alter as necessary

recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

## 20. Termination – Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or
- 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

## 21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
- 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

## 22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
- 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
- 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 22.3 The parties agree that:

- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
- 22.3.2 the damages must be paid on Completion.

## 23. Foreign Buyer

- 23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

- 23.2 This clause is an essential term.

## 24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
- 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
- (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply, in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to, the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

### 31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89 of the Unit Titles Management Act.

### 32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes the Common Property.

### 33. Seller warranties

33.1 The Seller warrants that at the Date of this Contract:

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

(b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

(c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 7.

### 34. Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

### 35. Notice to Owners Corporation

35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

### 36. Unit Title Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

## 37. Unregistered Units Plan

**Warning:** The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

Corporation from those set out in Schedule 4 of the Unit Title Management Act.

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

## 38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

## 39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

## 40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

## 41. Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

## 42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

## 43. Adjustment of contribution

43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

## 44. Inspection of property

44.1 For the purposes of clause 10.1 Property includes the Common Property.

## 45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

## 46. Incomplete development of Community Title Scheme

- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.
- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

## 47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
  - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

## 48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
  - 48.2.2 state the name and address of:
    - (a) the body corporate of the scheme; or
    - (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates – the manager;
  - 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
  - 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
  - 48.2.5 be signed by the Seller or a person authorised by the Seller; and
  - 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
  - 48.4.2 Completion has not taken place.

## 49. Notice to Community Title Body Corporate

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

## 50. Section 56 Certificate

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

## 51. Foreign Resident Withholding Tax

**Warning:** The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

**Warning:** The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

51.1 In this clause 51 the following words have the following meanings:

**CGT Asset** has the meaning in the *Income Tax Assessment Act 1997*;

**Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

**Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

**Relevant Price** means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

**Variation Certificate** means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

**Withholding Amount** means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

**Withholding Law** means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

## 52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
  - 52.5.1 not paid on time and in accordance with clause 52.3; or
  - 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
 the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

## 53. Residential Withholding Tax

**Warning:** The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 53.1 In this clause 53 the following words have the following meanings:

**RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

**RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and

**RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
  - 53.6.1 21 days after a written request from the Seller; or
  - 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

\* Alter as necessary

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
  - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Unit 1 UP No. 12227  
Block 32 Section 5 Dickson  
1/88 Dooring Street, Dickson ACT 2602

---

## SPECIAL CONDITIONS

### **Conditions of sale by auction**

If the property is sold at auction then the following conditions are prescribed as applicable to and in respect of the sale by auction.

- (a) The highest bidder is the purchaser, subject to any reserve price;
  - (b) The auctioneer may make 1 bid for the seller of the property at any time during the auction;
  - (c) The auctioneer may withdraw the property from sale at any time;
  - (d) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - (g) A bid cannot be made or accepted after the fall of the hammer;
  - (h) Immediately after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale and pay the deposit.
    - a.** The purchaser may pay the Deposit to the Stakeholder using DEFT Auction Pay, or similar.
    - b.** The Stakeholder and Seller will not, under any circumstance, accept a personal cheque as part of the deposit.
  - (i) The Seller reserves the right to vary the terms and conditions of this Contract without notice at any time prior to the commencement of the auction.
-

---

**1. Amendments to Standard Terms**

---

The Law Society of the Australian Capital Territory ACT Contract for Sale CS09-2021 (Pages 4-21) 'the Standard Terms' are amended as follows:

- a) Clause 2.3 deleted.
- b) Clause 2.6 deleted.
- c) Clause 17.1.1 delete '5%' and replace it with \$1,000.00; and
- d) Clause 22.1.3 deleted 'the party not at fault' and replace it with 'the Seller only'.
- e) Clause 52.3.1 delete 'by cheque'.
- f) Clause 52.3.1 delete 'by cheque'.

**2. Notice to Complete**

---

Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the Seller and the Buyer that any notice to complete given by either party to the other party under this Contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion.

**3. Required Documents**

---

- 3.1 The Buyer acknowledges they have had the opportunity to make their own enquiries and obtain their own advice regarding the matters contained in the Required Documents.
- 3.2 The Buyer certifies they have received the Required Documents.
- 3.3 The Buyer agrees not to:
  - (a) raise any objection or requisition;
  - (b) make any claim for compensation or damages;
  - (c) delay completion; or
  - (d) rescind or terminate this Contract,

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

In this clause the term "Required Documents" means the documents attached to this Contract as set out on page 5 of this Contract.

**4. Condition of Property**

---

The Buyer acknowledges that they have purchased the Property as a result of their own inspection and enquiry and the Buyer accepts the Property in its condition and state of repair as at the Date of the Contract.

The Buyer acknowledges that they cannot make a claim, requisition, rescind, terminate or delay completion, in respect of the nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the Property.

---

---

**5. Repairs**

---

The Buyer cannot require the Seller to carry out any repairs or works to the Property unless the repairs or works required to be carried out are specified in these Special Conditions or are required by law.

**6. Keys**

---

The Seller will supply all keys in the Seller's possession or controls in respect of the Property to the Buyer on Completion. The Buyer will make no objection, requisition or claim for compensation whatsoever in relation to any keys in respect of the Property.

**7. Death or Incapacity**

---

Should either party die, become insolvent or otherwise lose their capacity then either party may by written notice to the other part rescind this Contract, provided the party giving the notice is not in default, and the provisions of Clause 21 of the Standard Terms will apply.

**8. Representations and Warranty**

---

The Buyer acknowledges that they do not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller except as stated in this Contract or where implied by legislation, at law or in equity and cannot be excluded.

**9. Asbestos**

---

**9.1 Seller Warranty**

The Seller warrants that all relevant information concerning the presence of asbestos in the Property in the Seller's possession will be made available to the Buyer for the purposes of this Contract.

Despite Special Condition 9.1, the Seller does not warrant that the Property is free of any form of asbestos.

**9.2 Buyer Warranty**

In entering into this Contract, the Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present in the Property and the consequences of the presence of any asbestos on the Property and will make no claim, requisition, rescind, terminate or delay Completion, in respect of the existence or discovery of asbestos on or in the Property.

---

---

9.3 ACT Government Asbestos Website

The Buyer acknowledges that they have been referred to the website [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au).

**10. Agency Clause**

---

The Buyer warrants that the Buyer has not been introduced directly or indirectly to the Property or the Seller by any agent other than the Seller's agent referred to in this Contract, and indemnifies the Seller against any claim for compensation, damages and other actions which may be brought by any other agent in respect of this sale.

This Agency Clause shall survive completion, termination or rescission of this Contract.

**11. Financial Approval**

---

11.1 The Buyer expressly warrants to the Seller that:

11.1.1 the Buyer has obtained a current loan approval *or* has satisfied themselves as to the reasonableness of all the terms of such loan approval with such loan approval being sufficient to enable the Buyer to complete this Contract by the completion date in accordance with its terms; or

11.2 The Buyer acknowledges that the Seller relies upon this warranty in entering into this Contract and that the Seller may enter into further contractual obligations on or after the date of this Contract in reliance upon this warranty.

11.3 The Buyer acknowledges that they will remain liable to the Seller for all damages arising from the breach of this warranty notwithstanding any rights, including the right to terminate this Contract, which the Buyer may have pursuant to any legislation, law and/or equitable principles.

**12. Related or Associated Party Transactions**

---

In the event where the sale of this Property is considered a Related or Associated Party Transaction, it is the Buyer's responsibility to ensure that all statutory requirements are satisfied prior to settlement.

The Buyer agrees to pay all costs arising from any Related or Associated Party Transactions and do such things as may be reasonably required to ensure settlement is finalised on or before the completion date.

In the event where the sale of this Property requires a full property valuation report by a certified practising valuer, the Buyer agrees to pay the cost of the full property valuation report and any other associated costs.

The Seller agrees to assist the Buyer in meeting the requirements arising from any Related or Associated Party Transaction.

---

---

**13. Building, Pest and Energy Report**

The Buyer acknowledges that they must reimburse the Seller for all building, pest and reports included in the Contract. The cost of these reports will be adjusted at settlement.

**14. Adjustments**

If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the adjustments of all Land Charges, excluding Income, under Clause 8 are to be effected on the Date for Completion rather than the actual date Completion occurs.

**15. Special Conditions Essential and Prevailing**

These special conditions are essential terms of the Contract and where an inconsistency exists between the Standard Terms of the Contract and these Special Conditions, these Special Conditions shall prevail.

---

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Dickson Section 5 Block 32 on Deposited Plan 11614 with 8 units on Unit Plan 12227

Unit 1 (Class A) entitlement 152 of 1000, 3 subsidiaries

Lease commenced on 20/07/2020, terminating on 22/01/2118

### Proprietor

Gordon Murray Gunn

105 McColl Dr, Longford VIC 3851

Kirsten Lee Gunn

105 McColl Dr, Longford VIC 3851

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
25/09/2020	3024453	Mortgage to National Australia Bank Limited (ACN: 004 044 937)

### *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
201732087	Development Application	01/07/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	08/08/2018

### Description

LEASE VARIATION to consolidate Block 12 and Block 13 Section 5 Dickson and vary the lease to permit a maximum of eight (8) dwellings.

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

<b>Reference Number</b>	<b>Type</b>	<b>Lodgement Date</b>	<b>Assessment Track</b>	<b>Status</b>	<b>Status Date</b>
201733162	Development Application	19/01/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	27/08/2018

**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT & LEASE VARIATION ȷ demolition of the existing dwellings and construction of 8 new two and three storey town houses with basement car parking, landscaping and associated works. Consolidate blocks 12 and 13 and vary the lease to permit a maximum of 8 dwellings

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Dickson Section 5 Block 32 on Deposited Plan 11614 with 8 units on Unit Plan 12227

Lease commenced on 20/07/2020, terminating on 22/01/2118

### COMMON PROPERTY

#### Proprietor

The Owners - Units Plan No 12,227

Vantage Strata PO Box 919 Dickson ACT 2602

### REGISTERED ENCUMBRANCES AND INTERESTS

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

#### Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
12/10/2022	3196967	Application to Note Special Resolution
15/10/2025	3411158	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](mailto: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
201732087	Development Application	01/07/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	08/08/2018

#### Description

LEASE VARIATION to consolidate Block 12 and Block 13 Section 5 Dickson and vary the lease to permit a maximum of eight (8) dwellings.

**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](mailto:ACEPDcustomerservices@act.gov.au) or 6207 1923. The Territory Planning

Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

<b>Reference Number</b>	<b>Type</b>	<b>Lodgement Date</b>	<b>Assessment Track</b>	<b>Status</b>	<b>Status Date</b>
201733162	Development Application	19/01/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	27/08/2018

**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT & LEASE VARIATION ; demolition of the existing dwellings and construction of 8 new two and three storey town houses with basement car parking, landscaping and associated works. Consolidate blocks 12 and 13 and vary the lease to permit a maximum of 8 dwellings



Chief Minist SR\$3196967 27/09/2022 14:03:47 Fern M

3196967

BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
<del>Vantage Strata</del>	<del>PG Box 206 CIVIC SQUARE ACT 206</del>	<del>1800 878 728</del>

**Settlements ACT**  
 GPO Box 2193  
 CANBERRA ACT 2601  
 Tel: (02) 6185 1912  
 Tel: settlements.act@bigpond.com

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3001:93	DICKSON	5	32	12227

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

THE OWNER'S CORPORATION RULES ARE TO BE AMMENDED IN ACCORANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 4<sup>TH</sup> August 2022 AND RESOLVED BY THE OWNERS CORPORATION

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

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

\*The Certifier has retained the evidence to support this Registry Instrument or Document.  
 \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Daniel Kade Leskovec  
Senior Strata Manager

Melissa Coles  
Office Manager

for: Vantage Strata  
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 <input type="checkbox"/>
Registered by		Registration Date	EW 12/10/2022

VOI SIGHTED CAT 3 - EW

# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

### 1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

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

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

### 1.3 Repairs and maintenance

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

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

### 1.4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the Executive Committee; and

(b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

(2) Permission may be given subject to conditions stated in the resolution.

(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

#### Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

#### 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 the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —

(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.

(f) all attempts must be made to keep pets from making excessive noise;

(g) Owners of new cats born from 1 July 2022 must abide by The ACT's cat

# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Doring Street, Dickson

containment laws.

- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

### 1.6 Assistance animals

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

### 1.7 Use of common property

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

### 1.8 Hazardous use of unit

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

### 1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

### 1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

### 1.11 Illegal use of unit

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

### 1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules;
  - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
  - (a) the executive committee or the representative has given the owner, occupier



# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

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 Legal Fee Recovery

(1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

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

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1

(4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

### 1.14 Seal of Owners Corporation

(1) The Managing Agent may affix the seal of the Owners Corporation to –

(a) Reduced quorum meeting notices; Rules registration documents;

(b) Notice of Change of Address for Service of Documents at the Land Titles Office; and

(c) Certifications issued under Section 119 of the Act; or

(d) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(i)

### 1.15 Vehicles and Parking

(1) Residents should park their vehicles only in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.

(2) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.

(3) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.

(4) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.

(5) Residents are not allowed to wash cars in the car parks.

(6) Fire hydrants are never to be used by residents for the purpose of washing vehicles.

### 1.16 Garbage and Recycling



# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

### 88 Dooring Street, Dickson

- (1) The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
- (3) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling hopper in the garbage room. Large boxes should be collapsed before being placed in the hopper..
- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper or on the floor of the garbage area.
- (5) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.

#### 1.17 Appearance

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Collapsible washing lines must remain below the height of the balustrade.
- (4) Balconies are not to be used as a storage area.
- (5) Items are not to be stored in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The garages provided for units may be used for this purpose.

#### 1.18 Smoking

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

#### 1.19 Vandalism and Damage

- (1) An occupant or visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

#### 1.20 Real Estate Signs

- (1) Unit owners are not permitted to display any signs in any visible external windows to their unit except with the prior approval of the executive committee.
- (2) Signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.
- (3) Rectification of any damage caused as a result of the erection of real estate signs will be the responsibility of the unit advertised for sale.
- (4) Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.



# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

### 1.21 General

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
- (2) Unit front doors are 'fire rated'. Security screen doors, deadbolts and peepholes are not permitted to be installed to front doors, unless compliant with fire regulations.
- (3) Birds or possums are not to be fed from the balconies.

Please be aware that for action to be taken, breaches need to be reported in writing to the Strata Manager



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE  
OWNERS OF UNITS PLAN 12227**

**DATE HELD:** Thursday 4 August 2022 – 05:30 PM

**VENUE:** Online Meeting Only, via StrataVote Anywhere (link in email), ACT, 2600

**PRESENT:**

Lot 1	Gordan Gunn
Lot 2	Rena Houston
Lot 4	Kim Vella
Lot 6	Jason Vella
Lot 7	Longfei Zhao

**PROXIES:** N/A

**CHAIR:** Rena Houston

**QUORUM:** A quorum was declared and the meeting proceeded

**MEETING FORMALITIES**

1: That Noting of chairperson, acceptance of proxies and absentee votes and apologies.

**MINUTES**

2: *MOTION 1: It was resolved that the minutes of the previous annual general meeting held on 26th of August 2021 are accepted.*

Motion CARRIED.

**INSURANCE**

3: The Owners Corporation holds insurance cover with Longitude Insurance as follows:

Policy Number	Current To	Risk Type	Coverage Amount
LNG-STR-699410	19 May 2023	BUILDING	\$4,030,000.00
		LOSS OF RENT	\$604,500.00
		BUILDING CATASTROPHE	\$604,500.00
		PUBLIC LIABILITY	\$20,000,000.00
		FIDELITY GUARANTEE	\$100,000.00
		OFFICE BEARERS	\$5,000,000.00
		VOLUNTARY WORKERS	\$200,000.00
		WORKPLACE H&S	\$150,000.00
		MACHINERY BREAKDOWN	\$50,000.00
TOTAL PREMIUM:			\$5,904.80

Last Insurance valuation report: 4 JAN 2021

**MOTION 2:** It was resolved that the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.

Motion CARRIED.



## INSURANCE RENEWAL

---

- 4: MOTION 3: *That the Owners Corporation of UP12227 authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

Motion CARRIED.

## INSURANCE CLAIMS

---

- 5: There are nil claims open.

## FINANCIAL REPORT

---

- 6: MOTION 4: *It was resolved that the financial statements from 1st of July 2021 to 30th of June 2022 be accepted as presented.*

Motion CARRIED.

## PHYSICAL BUILDING STRUCTURAL DEFECTS

---

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

That the Owner's Corporation also considers the Surety report of the assessment undertaken on 16 May 2022 and the executive committee minutes for the meeting held on 1 June 2022, both available on the owners portal.

MOTION 5: That the owners corporation agrees to the executive committee pursuing the developer/builder to address the defects as listed in the Surety report and any others identified by the owners corporation. If the defects are not covered by the developer/builder, the owners corporation will determine best course of action.

Motion CARRIED.

### *Motion Amended*

Further defects were brought to the attention of the meeting, changing the nature of the motion.

### *Notes*

The strata manager is to contact the developer/builder for confirmation on receiving the defect report and what items will be covered. The strata manager is to seek advise on active water leaks and request urgent action. The strata manager to follow up with the builder for immediate repair to the roof leaks. Advise action needs to be taken or the OC will repair and seek cost recovery. original and new surety report is to be included. Legal action - services to be investigated and general meeting for further information.



## FIRE SAFETY

---

- 8: Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting.

Please refer to the attached compliance certificate provided by 360 Degree Fire.

## ADMINISTRATIVE FUND

---

- 9: MOTION 6: *It was resolved that the proposed Administrative Fund budget of \$35,142.60 for the period 1st of July 2022 to 30th of June 2023 be adopted.*

Motion CARRIED.

## SINKING FUND

---

- 10: MOTION 7: *That the proposed Sinking Fund Expenditure of \$3,477.00 for the period 1st of July 2022 to 30th of June 2023 be adopted.*

Motion CARRIED.

## ADMINISTRATION FUND LEVY CONTRIBUTION

---

- 11: MOTION 8: *It was resolved that the Owners Corporation determines a Administrative Fund Levy Contribution of \$35,142.60 for the twelve month period, commencing 1st of July 2022 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1/9/22, 1/12/22, 1/3/23 and 1/6/23*

Motion CARRIED.

## LEVY CONTRIBUTION

---

- 12: MOTION 9: *It was resolved that the Owners Corporation determines a Sinking Fund Levy Contribution of \$10,265.00 for the twelve month period, commencing 1st of July 2022 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1/9/22, 1/12/22, 1/3/23 and 1/6/23*

Motion CARRIED.

## AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

---

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

The Owners Corporation has delegated all functions under the Unit Titles (Management) Act 2011, except those prohibited by the Act, including functions of the Secretary and Treasurer to the managing agent.



## STRATA MANAGEMENT AGENCY AGREEMENT

---

- 14: MOTION 10: The current agreement with Signature Strata was signed on 22/07/2020 and is due to expire on 21/07/2022.

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation of UP12227 appoint Vantage Strata under the following arrangements:

- a. It was resolved that Vantage Strata be appointed as Managing Agent, for a period of 2 years;
- b. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- d. The delegation is subject to the conditions and limitations set out in the Agreement;
- e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting;
- f. and empower the Chairperson of the Executive Committee as authorised signatory on behalf of the Owners Corporation to sign the Agency Agreement with Vantage Strata Management Pty Ltd.
- g. That an independent auditor is engaged to audit the financials as part of the handover to Vantage Strata to ensure that the financial position is correct at the commencement of the new Managing Agency period.

Motion CARRIED.

## CONSOLIDATED RULES

---

- 15: Section 106 of the Unit Titles (Management) Act 2011 states that the rules of an Owners Corporation are the default rules as amended by the alternate rules (if any) registered under the Land Titles (Unit Titles) Act 1970.

Schedule 2 Part 2.1 1(h) of the Unit Titles (Management) Act 2011 states that an Executive Committee must maintain an up-to-date consolidated version of the Rules of the Owners Corporation.

*MOTION 11: It was resolved that the Owners Corporation of UP12227 adopt the Consolidated Rules as per attachment A, and that they be registered under the Land Titles (Unit Titles) Act 1970.*

Motion CARRIED.

### Notes

Comment - no items to be stored in the garage car space. Unit 3 - items need to be removed - issue infringement notice once Rules are registered.



## ELECTION OF COMMITTEE

---

- 16: Under Section 39 of the Unit-Titles (Management) Act 2011, an Executive Committee shall consist of between 3 and 7 members. Members are elected by Ordinary Resolution at each AGM and hold office until the next AGM, with all positions becoming vacant at that time.

The Executive Committee has a Chair, Secretary and Treasurer for the 12 month period with the position of Chair having casting voting rights. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting.

*MOTION 12: That the Owners Corporation of UP12227 agree to appoint between 3 and 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.*

Motion CARRIED.

### Notes

Lot 1	Gordan Gunn
Lot 2	Renae Houston
Lot 4	Kim Vella
Lot 6	Jason Vella

## GENERAL BUSINESS

---

- 17: As notified to the managing agent 7 days prior to meeting.

## CLOSURE

---

There being no further business the meeting closed at 06:30 PM.





Access Canberra.

SR\$3411158 29/09/2025 11:23:21 Bui H

ES  
RA  
ate  
RS  
ON

3411158

CONFIRMATION


094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Vantage Strata	adminsupport@vantagestrata.com.au	5430000602	02 61719700

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3001:93	DICKSON	5	32	12227

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
UP 12227	04/09/2025

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

**CERTIFICATION** \*Delete the inapplicable

Applicant

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

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

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

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

Signed By: Daniel Kade Leskovec  
Branch Manager

Witnessed By: Carmel Fischer  
Administration Manager

for: Vantage Strata Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	15/10/2025



VOI Sighted X... 1 .....  
 Change of Name by .....  
 Authority to Deal Authorisation letter  
 ASIC ... Yes .....  
 Category ... 3 .....  
 Signed by ... HB .....  
 Date 29 SEP 2025 .....



**ANNEXURE**

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3001:93	DICKSON	5	32	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
039-CA / 094-SR	21

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
UP 12227



# VANTAGE STRATA

## MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF 12227

Eighty8

Dooring Street 88, DICKSON, ACT, 2601

**VENUE:** Microsoft Teams

**DATE:** 4th September 2025

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

**PRESENT:**

Lot Number	Attendee	Owner Name
1	Owner - Gordon Gunn	Kirsten Gunn & Gordon Gunn
2	Owner - Renae Houston	Renae Houston
4	Owner - Kim Vella	Kim Vella
6	Owner - J Vella	J Vella & S Hardjadinata
7	Owner - Longfei Zhao	Yexiao Lin & Longfei Zhao
8	Owner - C San - Proxy	E Hua Zhu

**APOLOGIES:** NIL

**PROXIES:** C San - Lot 8

**ABSENTEE VOTES:** NIL

**ADDITIONAL ATTENDEES:**

Name	Description
A Bowen	Enact
J Carroll-Fajarda	Vantage Strata
K Mullins	Enact



J Jackson	Vantage Strata
-----------	----------------

**QUORUM:** A quorum was present.

## 1. CHAIRPERSON, PROXIES AND APOLOGIES

Submitted by Committee | Ordinary resolution

It was **resolved** that R Houston Lot 2 be appointed as the chairperson of the meeting. The following proxy was accepted, C San Lot 8 with no apologies to note.

R Houston advised there may be a potential perceived conflict of interest as her brother in-law works at Vantage Strata.

**MOTION CARRIED**

## 2. ADOPTION OF MINUTES

Submitted by Committee | Ordinary resolution

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

**MOTION CARRIED**

## 3. INSURANCE VALUATION (Adoption)

Submitted by Committee | Ordinary resolution

It was **resolved** that the Owners Corporation adopt the insurance valuation obtained from QIA Group Pty Ltd, dated 25/10/2024 and authorise the Managing Agent to utilise the insurance valuation to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.

**MOTION CARRIED**

## 4. INSURANCE

Submitted by Committee | Special resolution

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

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

**MOTION CARRIED**



## 5. INSURANCE CLAIMS (New or Outstanding)

It was noted that there are no new or outstanding insurance claims besides the one that is currently ongoing with QBE for the defects.

## 6. FINANCES

Submitted by Committee | Ordinary resolution

*It was resolved that the financial accounts for the period 01/07/2024 to 30/06/2025 as presented be accepted.*

**MOTION CARRIED**

## 7. ADMIN FUND EXPENDITURE BUDGET

Submitted by Committee | Ordinary resolution

*It was resolved that the Administration Fund expenditure budget of \$57,640.00 for the period 01/07/2025 to 30/06/2026 be adopted.*

**MOTION CARRIED**

It was noted that the phase 1 of the project manager fees would be used from surplus funds or used by the line item "Reports - Consultants" if it is not covered by QBE in the defects claim.

## 8. ADMIN FUND CONTRIBUTION

Submitted by Committee | Ordinary resolution

*It was resolved that a contribution be determined to the Administration Fund equal to the sum of \$0.00, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 30/09/2025, 31/12/2025, 31/03/2026 and 31/05/2026.*

**MOTION CARRIED**

## 9. SINKING FUND PLAN (Adoption)

Submitted by Committee | Ordinary resolution

*It was resolved that the Owners Corporation adopt the Sinking Fund Plan (See full report in the residents portal) and make contributions to the Sinking Fund as recommended in the report.*

**MOTION CARRIED**

## 10. SINKING FUND EXPENDITURE BUDGET

Submitted by Committee | Ordinary resolution

*It was resolved that the Sinking Fund expenditure budget of \$7,150.00, for the period 01/07/2025 to 30/06/2026 be adopted.*

**Secretarial Note** - Please note that the current sinking fund expenses differ from the original Sinking Fund Plan. This variation is due to additional works identified and prioritised by the Executive Committee, which were not included in the initial plan.

**MOTION CARRIED**



## 11. SINKING FUND CONTRIBUTION

Submitted by Committee | Ordinary resolution

*It was resolved that a contribution of \$18,480.00, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 01/07/2025 to 30/06/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 30/09/2025, 31/12/2025, 31/03/2026 and 31/05/2026.*

### **MOTION CARRIED**

It was noted that following on from research after the agenda was sent out, GST is not needed to be added onto the levies. The Owners Corporation agreed to leave the levy amount as is and moving forward adjust the amount to be in line with the report.

## 12. INVESTMENT OF FUNDS - ACT

Submitted by Committee | Special resolution

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

### **MOTION CARRIED**

## 13. COMMON PROPERTY SAFETY REPORT (Adopt)

Submitted by Committee | Ordinary resolution

*It was resolved that the Owners Corporation authorise the Executive Committee to adopt the Common Property Safety Report and implement any recommendations as outlined the report.*

### **MOTION CARRIED**

## 14. MAINTENANCE PLAN (Review)

Submitted by Committee | Ordinary resolution

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

### **MOTION CARRIED**

## 15. MAINTENANCE ISSUES

The meeting recorded the following maintenance-related updates and actions:

- **Fire Company Credit**  
G. Gunn requested an update on whether the credit from the fire company has been applied to recent works.  
**Action:** J. Jackson to follow up and provide an update.
- **Slab Penetration**  
It was noted that the capped pipe is awaiting inspection by a plumber.  
**Action:** J. Jackson to arrange for photos from the Peak Report to be sent to the plumbers.
- **Intercoms**  
Multiple intercoms were reported as not working.



**Action:** Vantage Strata to liaise with the incoming Executive Committee to explore upgrade options. This will also be coordinated with repairs to the garage door motor to ensure alignment of works.

• **Unit 8 – Roof Leak**

Unit 8 reported a roof leak within the unit.

**Action:** A contractor has been booked to attend the site for inspection in the coming week.

## 16. DEFECTS

The meeting addressed the ongoing defects claim currently lodged with QBE. At the beginning of the meeting, the former Executive Committee invited Ken and Adrian from Enact to present their proposal for managing the defects.

Ken and Adrian outlined a two-phase approach they had previously submitted to the Executive Committee:

- Phase 1 involves the initial setup, including preparing documentation, going out to tender for the required works, and compiling a proposal to submit to QBE for approval.
- Phase 2 covers the project management of the actual remediation works once approval is received.

It was noted that the estimated cost of the defects is in the order-of-magnitude of ~\$190k–\$318k (updated quotes will define the final cost), which is expected to be covered by QBE. A question was raised regarding whether project management fees would also be included in the claim. While there is no guarantee, it was indicated that it is likely these costs would be considered by QBE.

A proposed timeline was also discussed:

- Phase 1 is expected to take approximately 4 to 6 weeks to complete and submit to QBE.
- If there are no delays or issues from QBE, the remediation works (Phase 2) could take around 3 months to complete.

## 17. AUTHORISATION FOR ACTION ON DEFECTS

Submitted by Committee | Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to continue progressing the actions set out in the QBE letter dated 25/07/2025 and the 'Building Defects Remediation: Briefing for Owners Corporation UP 12227 AGM' dated 02/09/2025 and finalise the defects and settlement process in the best interests of the Owners Corporation.*

### **MOTION CARRIED**

It was noted that the meeting approved the engagement of Enact to project manage the defects project as per below

Owners authorised the EC to engage Enact for both Phase 1 (from existing sinking fund reserves) and Phase 2 (from the QBE settlement in the first instance); and

any shortfall against existing budget lines will be incorporated at the next update to the Sinking Fund Forecast (and/or Admin Fund budget, as appropriate), consistent with the AGM resolution and owners' authority — noting this may naturally align with the next OC consideration of the QBE settlement.

## 18. FIRE SAFETY REVIEW

Fire safety review for the complex was completed by the Fire contractor and is compliance with the National Construction Code fire safety requirements. The Annual Fire Certificate provided by the contractor is attached in the agenda.

## 19. DELEGATIONS AND APPOINTMENTS



It was ~~resolved~~ that the Strata Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation.

## 20. SPECIAL PRIVILEGE - A/C INSTALLATION

Special resolution

It was **resolved** that the Owners Corporation, by special resolution, agree and grant to the owner of Lot 1 a special privilege to install, repair and maintain a Air Conditioning Condenser on the roof of the complex as outlined below.

### Special Privilege

Lot 1 is permitted to install an air conditioning unit, including the compressor and all associated service apparatus, on or attached to common property.

All costs associated with the installation, ongoing maintenance, and any future servicing of the unit will be the sole responsibility of Lot 1.

Lot 1 must ensure that the installation complies with all applicable Territory laws, regulations, and standards.

Additionally, Lot 1 agrees to bear the full cost of removal of the installation if required for the purpose of rectifying any defects to the common property.

**MOTION CARRIED**

## 21. RULES CONSOLIDATED (Adoption and Registration)

Special resolution

The Owners Corporation **resolved**, by Special Resolution to:-

a) rescind any existing registered rules.

b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached including current rules for reference).

c) accept that the updated rules will supersede and replace all other Rules previously in force.

d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.

**MOTION CARRIED**

## 22. CONTRACTS AND SERVICE AGREEMENTS

Submitted by Committee | Ordinary resolution

It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review and, if appropriate, execute any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting, and to enter into any new contracts/service agreements the EC considers necessary, including those required for the QBE settlement and for carrying out any related rectification works before the next Annual General Meeting.

**MOTION CARRIED**

## 23. STRATA MANAGEMENT AGENCY AGREEMENT

Submitted by Committee | Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry or mutual termination of the current agreement, appointing Vantage Strata as



- That Vantage Strata be appointed as Manager, for a period of 2 years.
- Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.
- Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

**MOTION CARRIED**

## 24. EXECUTIVE COMMITTEE (Election)

Submitted by Committee | Ordinary resolution

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

**MOTION CARRIED**

The following members were elected for the new financial year:

K Gunn Lot 1

R Houston Lot 2

K Vella Lot 4

J Vella Lot 6

## 25. GENERAL BUSINESS

### Unit 4 – Camera Installation

An application regarding a camera already installed in Unit 4's car space was discussed. A motion was raised from the floor to retrospectively approve the installation of the camera by the Owners Corporation, as the camera currently overlooks a portion of common property.

Questions were raised concerning privacy and the positioning of the camera. It was noted that the camera is reasonably located and does not present any issues under the Privacy Act. Additionally, it was advised that relocating the camera would still result in coverage of common property, making the current placement the most practical option.

There were no objections to the motion, and the motion was carried.

### Unit 5 – Pet Application

The pet application for Unit 5 was discussed. It was noted that the property manager is currently following up with the tenant to ensure the application is completed.

## 26. MEETING CLOSURE

The meeting closed at 6:46pm



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

**NOTICE OF REDUCED QUORUM DECISIONS**

**Part A Details of reduced quorum decisions†**

**A1 The Owners—Units Plan No 12227**

**A2 General meeting**

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 4 September 2025

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

- Regularly convened**  
The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- Convened after adjournment**  
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

**A3 Reduced quorum decisions**

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

Date of decision	Full text of reduced quorum decision
4 September 2025	See attached minutes

**A4 Owners corporation declaration**

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



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

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

8



## 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).



# CONSOLIDATED RULES OF THE OWNERS CORPORATION UNITS PLAN 12227 "EIGHTY8"

88 Doring Street, Dickson

## 1.1 Definitions—default rules

- (1) In these rules:

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

- (2) A word or expression in these rules has the same meaning as in the Unit Titles (Management) Act 2011.

## 1.2 Payment of rates and taxes by unit owners

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

## 1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

## 1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only-
- (a) in accordance with the express permission of the Executive Committee; and
- (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

### **Examples-permission not unreasonably withheld**

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

### **Example-permission unreasonably withheld**

external appearance of a unit or the units plan



### 1.5 Pets in units

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

### 1.6 Assistance animals

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

### 1.7 Use of common property

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

### 1.8 Hazardous use of unit

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

### 1.9 Use of unit-nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given owner, occupier or user of the unit written permission for that use. an
- (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 Legal Fee Recovery

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount



of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

#### **1.14 Seal of Owners Corporation**

- (1) The Managing Agent may affix the seal of the Owners Corporation to –
  - (a) Reduced quorum meeting notices; Rules registration documents;
  - (b) Notice of Change of Address for Service of Documents at the Land Titles Office; and
  - (c) Certifications issued under Section 119 of the Act; or
  - (d) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

#### **1.15 Vehicles and Parking**

- (1) Residents should park their vehicles only in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
- (2) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (3) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
- (4) Residents or guests are not permitted to play games on the common property driveway or in the underground parking area.
- (5) Residents or guests may only operate vehicles (including bikes, scooters, skateboards, etc.) on the common property driveway or in the underground parking area in the action of departing or arriving.
- (6) Residents are not allowed to wash cars in the car parks.
- (7) Fire hydrants are never to be used by residents for the purpose of washing vehicles.



### **1.16 Appearance**

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Collapsible washing lines must remain below the height of the balustrade.
- (4) Items are not to be stored in common property areas including entrance foyers, stairwells, access pathways or in the visitor vehicle parking spaces. The parking areas/garages provided for units may be used for this purpose as they are not common property/subject to section 24(4) of the UTMA.

### **1.17 Smoking**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

### **1.18 Vandalism and Damage**

- (1) An occupant or visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

### **1.19 General**

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage units.
- (2) Unit basement access doors are 'fire rated'. Security screen doors, deadbolts and peepholes are not permitted to be installed to these doors, unless compliant with fire regulations.
- (3) Security screen doors may be installed on the front doors of units that do not open onto a common walkway provided they align with the property's overall colour scheme and aesthetic.
- (4) Birds or possums are not to be fed from the balconies. Please be aware that for action to be taken, breaches need to be reported in writing to the Strata Manager



### **1.20 Special Privilege**

- (1) Lot 1 is permitted to install an air conditioning unit, including the compressor and all associated service apparatus, on or attached to common property.
- (2) All costs associated with the installation, ongoing maintenance, and any future servicing of the unit will be the sole responsibility of Lot 1.
- (3) Lot 1 must ensure that the installation complies with all applicable Territory laws, regulations, and standards. Additionally, Lot 1 agrees to bear the full cost of removal of the installation if required for the purpose of rectifying any defects to the common property.

# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

### 1.1 Definitions—default rules

- (1) In these rules:

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

- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

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

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

### 1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

### 1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the Executive Committee; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

#### Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

#### 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 the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —
- (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;
  - (f) all attempts must be made to keep pets from making excessive noise;
  - (g) Owners of new cats born from 1 July 2022 must abide by The ACT's cat

# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

containment laws.

- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

### 1.6 Assistance animals

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

### 1.7 Use of common property

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

### 1.8 Hazardous use of unit

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

### 1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

### 1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

### 1.11 Illegal use of unit

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

### 1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules;
  - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
  - (a) the executive committee or the representative has given the owner, occupier



# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

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 Legal Fee Recovery

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

### 1.14 Seal of Owners Corporation

- (1) The Managing Agent may affix the seal of the Owners Corporation to —
- (a) Reduced quorum meeting notices; Rules registration documents;
- (b) Notice of Change of Address for Service of Documents at the Land Titles Office; and
- (c) Certifications issued under Section 119 of the Act; or
- (d) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

### 1.15 Vehicles and Parking

- (1) Residents should park their vehicles only in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
- (2) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (3) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
- (4) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (5) Residents are not allowed to wash cars in the car parks.
- (6) Fire hydrants are never to be used by residents for the purpose of washing vehicles.

### 1.16 Garbage and Recycling



19

# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

### 88 Dooring Street, Dickson

- (1) The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
- (3) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling hopper in the garbage room. Large boxes should be collapsed before being placed in the hopper.
- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper or on the floor of the garbage area.
- (5) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.

#### 1.17 Appearance

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Collapsible washing lines must remain below the height of the balustrade.
- (4) Balconies are not to be used as a storage area.
- (5) Items are not to be stored in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The garages provided for units may be used for this purpose.

#### 1.18 Smoking

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

#### 1.19 Vandalism and Damage

- (1) An occupant or visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

#### 1.20 Real Estate Signs

- (1) Unit owners are not permitted to display any signs in any visible external windows to their unit except with the prior approval of the executive committee.
- (2) Signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.
- (3) Rectification of any damage caused as a result of the erection of real estate signs will be the responsibility of the unit advertised for sale.
- (4) Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.



# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

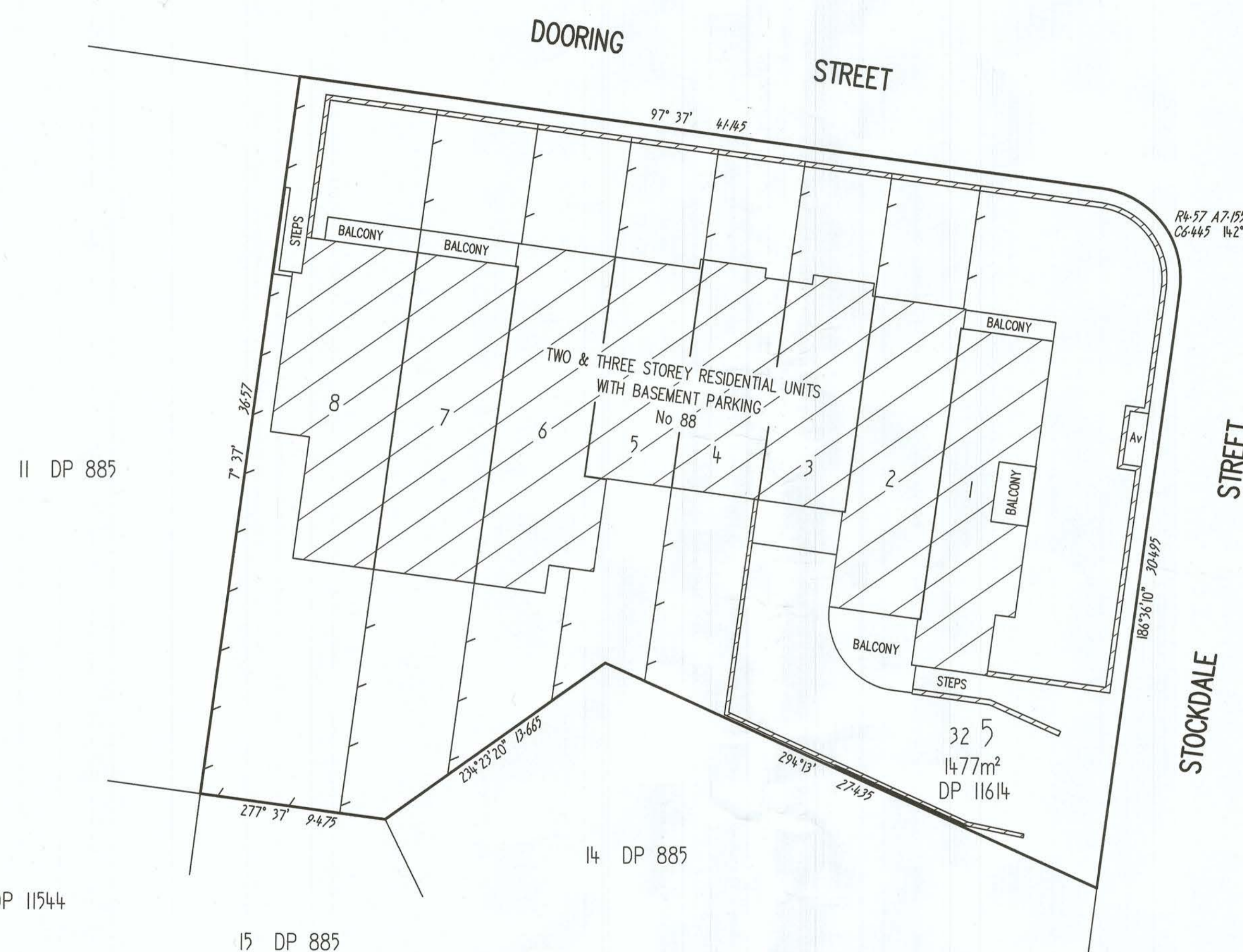
### 1.21 General


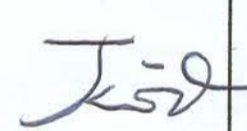
- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
- (2) Unit front doors are 'fire rated'. Security screen doors, deadbolts and peepholes are not permitted to be installed to front doors, unless compliant with fire regulations.
- (3) Birds or possums are not to be fed from the balconies.

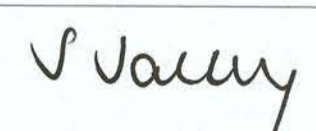
Please be aware that for action to be taken, breaches need to be reported in writing to the Strata Manager




<b>LAND TITLES</b>	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. .... of .... 16....	
<b>SITE PLAN</b>	
LAND DETAILS	
Block	32
Section	5
Division	DICKSON
Deposited Plan Number	DP 11614
Volume/Folio	2398: 14
Class of Units (A or B)	A




  
 Yuyun WEI (Director)      JIE ZHU (Secretary)  
 Future Canberra Pty Ltd  
 ACN 618 232 509

Signature of Lessee  
  
 Lyn Tankey  
 Delegate of the  
 ACT Planning and Land Authority  
 13 July 2020  
 APPROVED UNDER THE UNIT TITLES ACT 2001,  
 AS THE UNITS PLAN FOR THE SUBDIVISION  
 OF THE ABOVE MENTIONED PARCEL OF LAND

  
 David Pryce  
 Registrar-General  
 22 JUL 2020  
**UNITS PLAN No.**  
 12227  
 XUP 22039

**SURVEYORS DECLARATION**  
 I, **ROBERT RICHARDS** of **M & M SURVEYS**  
 admin@mmsurveys.com.au  
 1/68 DACRE STREET, MITCHELL ACT 2911  
 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) -  
 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  
 19 MAY 2020  
 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.  
 4/21 NAPIER STREET, DEAKIN, ACT 2600  
 Address for Service of Notice  
 SIGNATURE STRATA  
 Name of Manager / Owners Corporation

Form 1  
 Form 088 - SP  
 Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.  
 Graphic bar scale - SCALE 1: 200  
 5 0 5 10



**FLOOR PLAN**

Block  
32

Section  
5

Division  
DICKSON

FLOOR NUMBER  
BASEMENT

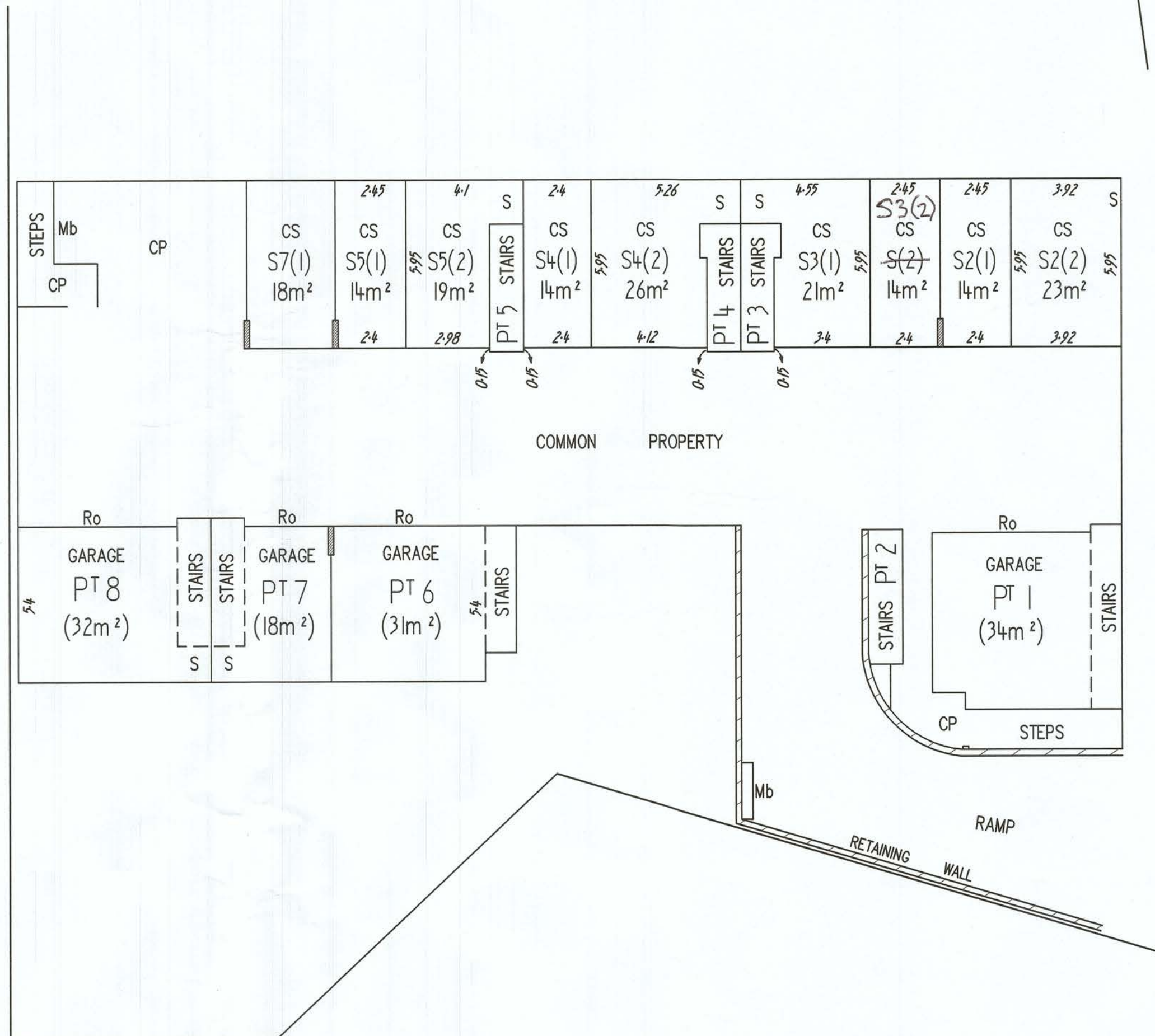


**LEGEND**

- Av DENOTES AIR VENT
- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE INCLUDES STORE
- F DENOTES FACE OF WALL IS BOUNDARY OF UNIT/SUBSIDIARY
- Mb DENOTES ELECTRICAL METERBOX-CP
- Mf DENOTES METAL FENCE
- P DENOTES PORCH
- Ro DENOTES ROLLER DOOR ON GARAGE
- S DENOTES STORAGE
- ▬ DENOTES BASEMENT COLUMN
- DENOTES BUILDING LINE ABOVE
- DENOTES BUILDING LINE BELOW

**NOTES**

- UNITS AND SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE
- UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINE OF WALLS, UNLESS NOTED OTHERWISE
- THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED TO DETERMINE UNIT AREAS
- ALL AREAS ARE APPROXIMATE & MAY CONTAIN COLUMNS & SERVICE DUCTS, WHICH ARE COMMON PROPERTY
- AREAS ARE SHOWN FOR THE PURPOSE OF UNIT PLANS ONLY & MUST NOT BE USED FOR OTHER PURPOSES
- WHERE EAVE & GUTTER OVERHANGS UNIT BOUNDARY, THAT PART OF THE UNIT IS LIMITED HEIGHT TO THE UNDERSIDE OF THAT EAVE & GUTTER
- GARAGES ARE LIMITED BY ROLLER DOORS AND INCLUDE STORAGE AREAS
- SUBSIDIARY BOUNDARIES & AREAS HAVE BEEN DETERMINED WITH REFERENCE TO
  - CARSPACES-PAINTED LINES & INTERNAL FACE OF WALLS
  - COURTYARDS-METAL FENCING, EXTERNAL FACE OF RENDED WALLS & PARCEL BOUNDARIES
  - BALCONIES-EXTERNAL FACE OF WALLS/STRUCTURE



UNIT No	SHEET No	FLOOR	ADDRESS	SUBSIDIARIES						SUBSIDIARY TOTAL
				CARSPACE		COURTYARD		BALCONY		
				SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
1	1,3,4,5,6	BAS,GRD,1ST,2ND	7 LOWANNA STREET			1	4	2,3	5	3
2	1,3,4,5	BAS,GRD,1ST	7 LOWANNA STREET	1,2	3	3	4	4	4	4
3	1,3,4,5,6	BAS,GRD,1ST,2ND	7 LOWANNA STREET	1,2	3	3	4	4	4	4
4	1,3,4,5,6	BAS,GRD,1ST,2ND	7 LOWANNA STREET	1,2	3	3,4	4			4
5	1,3,4,5,6	BAS,GRD,1ST,2ND	7 LOWANNA STREET	1,2	3	3,4	4			4
6	1,3,4,5	BAS,GRD,1ST	7 LOWANNA STREET			1,2	4			2
7	1,3,4,5	BAS,GRD,1ST	7 LOWANNA STREET	1	3	2,3	4	4	5	4
8	1,3,4,5	BAS,GRD,1ST	7 LOWANNA STREET			1,2	4	3	5	3
<b>TOTAL</b>										<b>28</b>

*Ji-zh*  
Yuyan WEI JIE ZHU  
(Director) (Secretary)  
Future Canberra Pty Ltd  
ACN 618 232 509

Signature of Lessee

*Lyn Tankey*  
Lyn Tankey  
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

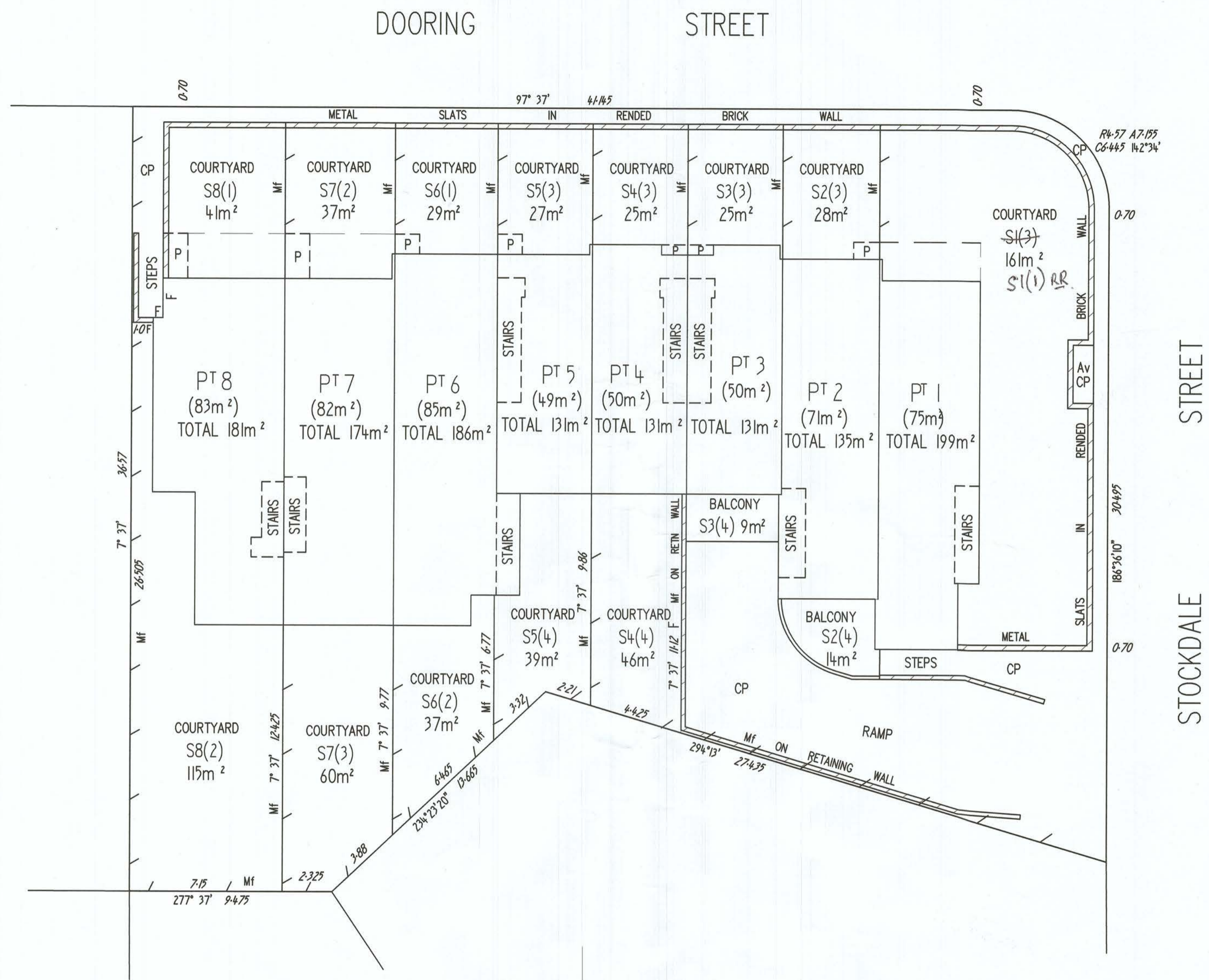
**UNITS PLAN No.**

12227



FLOOR PLAN

Block	32
Section	5
Division	DICKSON
FLOOR NUMBER	GROUND



*[Handwritten Signature]*  
Yuyan WEI (Director)  
JIE ZHU (Secretary)  
Future Canberra Pty Ltd  
ACN 618 232 509

Signature of Lessee  
*[Handwritten Signature]*  
Lyn Tankay  
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.  
12227

FLOOR PLAN

Block	32
Section	5
Division	DICKSON
FLOOR NUMBER	FIRST

*[Signature]*  
Yuyan WEI (Director)  
JIE ZHU (Secretary)  
Future Canberra Pty Ltd  
ACN 618 232 509  
Signature of Lessee

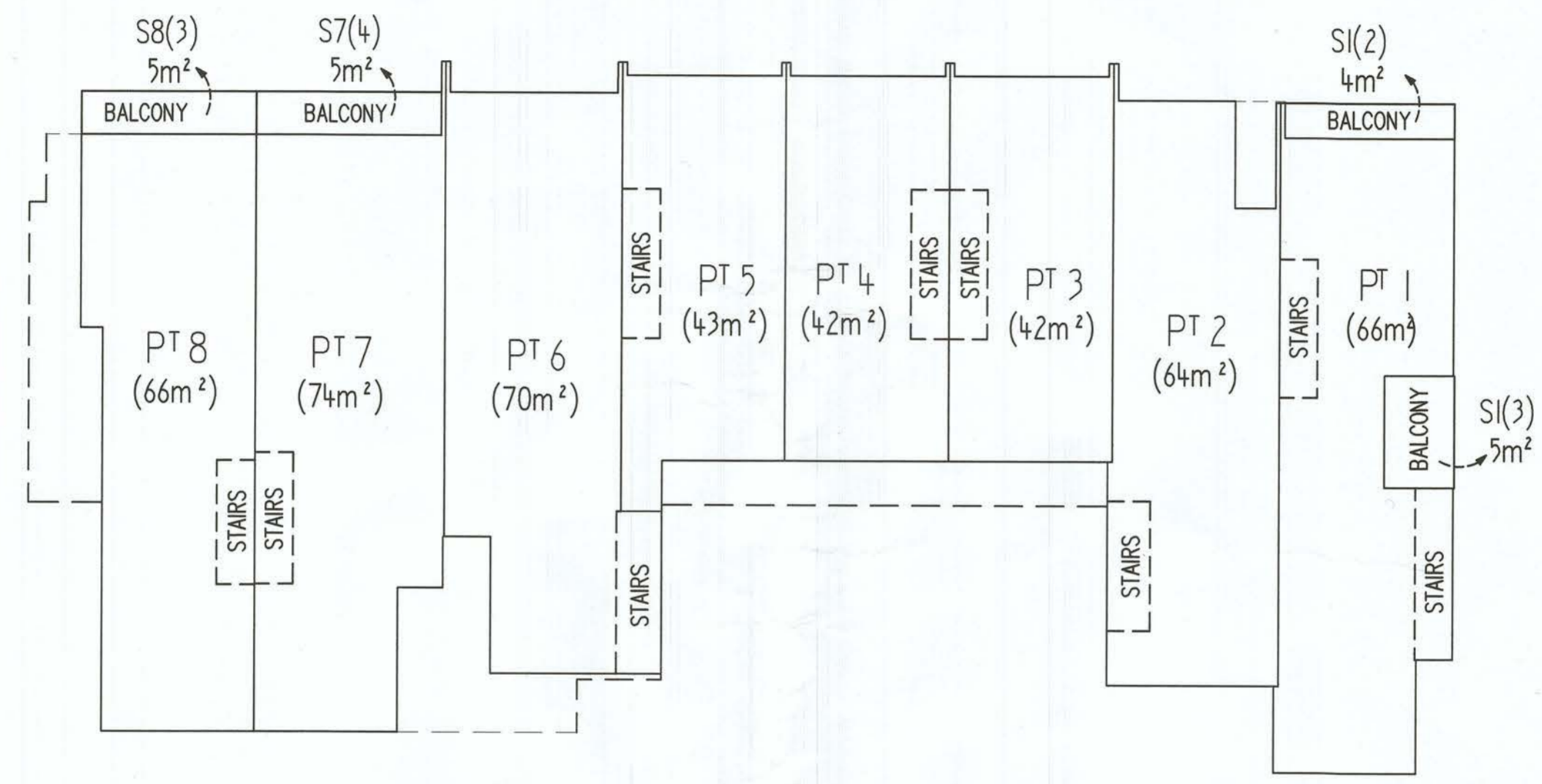
*[Signature]*  
Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

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

UNITS PLAN No.  
1227

DOORING STREET

STOCKDALE STREET



<b>FLOOR PLAN</b>
Block 32
Section 5
Division DICKSON
FLOOR NUMBER SECOND

*[Signature]*  
YUYAN WEI JIE ZHU  
(Director) (Secretary)  
Future Canberra Pty Ltd  
ACN: ~~618 232 509~~

Signature of Lessee

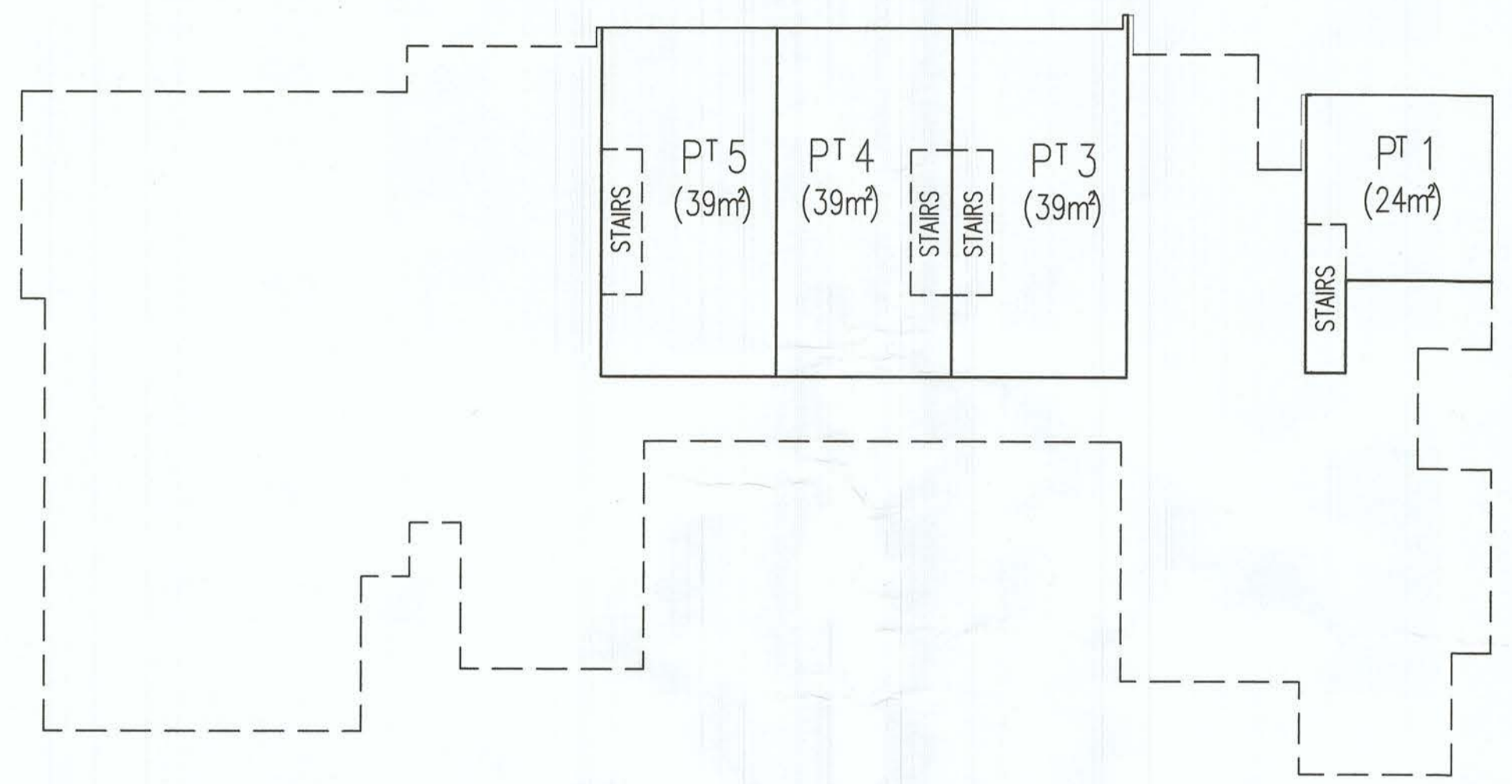
*[Signature]*  
Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

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

**UNITS PLAN No.**  
12227

DOORING STREET

STOCKDALE STREET



# FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 12227

Block 32 Section 5 Division of DICKSON

## SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

1. The term of the lease of each of the units expires on the twenty second day of January Two thousand one hundred and eighteen.
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 – 8 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 use the unit as a single dwelling only;
  - (c) not to use any unit subsidiary to that unit as a habitation;
  - (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
  - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
  - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may

2 YW 3

require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal 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;

- (g) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (h) to pay to the Authority or any statutory authority the 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;
- (i) 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 premises is suitably screened from public view;
- (j) 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;
- (k) 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.

*Handwritten initials: JW W*

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

- (a) 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;
- (b) 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 or other moneys 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 commit or suffer a breach of any other covenant contained or implied in this lease;

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;

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) 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 its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) 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:

*Ji YW W*

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

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) "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;

*Si YW W*

- (f) "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 said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said 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;
- (g) "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;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "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);
- (j) "unit" means the parcel of land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (l) words in the singular include the plural and vice versa;
- (m) words importing one gender include the other genders;

20 YW W

- (n) 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 the.....*Thirteenth*..... day of.....*July*..... 2020.



Lyn Tankey

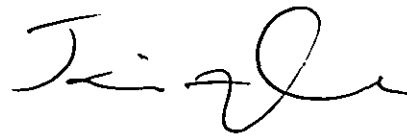
a delegate of the Planning and Land Authority in exercising its functions

LESSEE: FUTURE CANBERRA PTY LIMITED ACN 618 232 509



Yuyan WEI

( Director )



Jie ZHU

( Secretary )

# FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 12227

Block 32 Section 5 Division of DICKSON

## 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 second day of January Two thousand one hundred and eighteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 12227 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
  - (a) to pay to the Authority at Canberra the rent hereinbefore reserved 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 Owners Corporation;
  - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use 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 improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
  - (d) at all times during the term of the lease to 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 parcel of land forming the common property;

20 1/11 11

- (e) except where necessary for compliance with Clause 3(d) of this clause 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 parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or 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 wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

2 1/2 W

- (i) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
  - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
  - (ii) to which the Tree Protection Act 2005, applies;
- (j) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

4. It is mutually covenanted and agreed by the Commonwealth 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 the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.


5. In this schedule unless the contrary intention appears:

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

Handwritten marks: a horizontal line, a vertical line with a hook, and a wavy line.


- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 12227';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

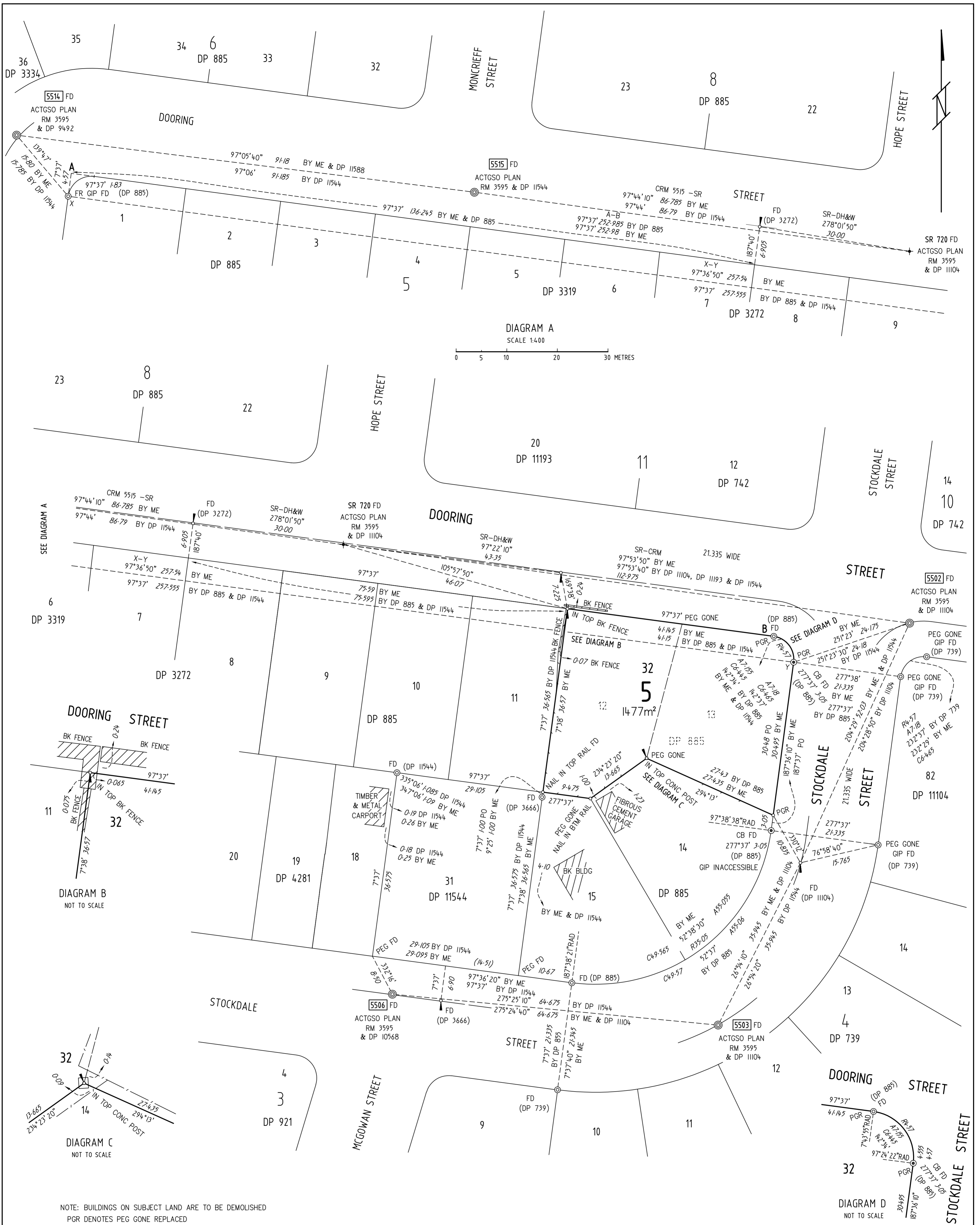
DATED the.....Thirteenth..... day of.....July..... 2020.

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

LESSEE: **FUTURE CANBERRA PTY LIMITED ACN 618 232 509**

  
Yuyan WEI  
( Director )

  
Jie ZHU  
( Secretary )



NOTE: BUILDINGS ON SUBJECT LAND ARE TO BE DEMOLISHED  
 PGR DENOTES PEG GONE REPLACED

**REFERENCE MARKS**

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

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

Azimuth: A-B (Strom)  
 Field Books:  
 Surveyor's Ref : 18184

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 11 SEPTEMBER 2018  
 (Signature) *W.R. Campbell* 9 OCTOBER 2018  
 Surveyor registered under the Surveyors Act 2007.

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

10/10/2018 Acting / Surveyor-General of the ACT

**PLAN OF  
 BLOCK 32 SECTION 5  
 BEING A CONSOLIDATION OF BLOCKS 12 & 13**

DIVISION: DICKSON  
 DISTRICT: CANBERRA CENTRAL  
 AUSTRALIAN CAPITAL TERRITORY

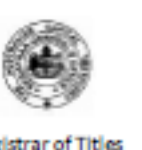
SCALE 1:400

0 5 10 20 30 METRES

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

1:59 pm, 15/11/2018

Approved  
*Dave Peffer*  
 Registrar-General



DEPOSITED PLAN

11614

AMENDS DP 885

**UNIT TITLE CERTIFICATE**

**SECTION 119**

Units Plan No. 12227 Lot No. 1 Unit No. 1

Unit Owner/Eligible Person: Kirsten Gunn & Gordon Gunn

Kirsten Gunn & Gordon Gunn  
1/88 Dooring St  
DICKSON ACT 2602

---

**1. Committee Details**

Kim Vella	
Renae Houston	
Kirsten Gunn & Gordon Gunn	

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

---

**2. Corporations Manager**

The name and contact details of the corporations manager:

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

---

**3. Records**

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

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

---



## 7. Borrowings

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

---

## 8. Sustainability Infrastructure

Sustainability Infrastructure: N/A

---

## 9. Planning and Land Authority Crown Lease Extension

Lease Expiry Date: 22/1/2118


---


## 10. Swimming Pool

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

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

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

Date: 22/04/2026 The Common Seal of The Owners – Units Plan No 12227	
Was hereunto affixed in The presence of	

Signature: 



# Vantage Strata Pty Ltd

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

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

Printed: 22/04/2026 01:24 pm User: Syarifah Zanuddin

# Contracts Register 12227 Eighty8 88 Dooring Street

**Contractor Name and Address:** 360 Degree Fire  
PO Box 333  
QUEANBEYAN NSW 2620

**Details of Duties:** Fire Protection Maintenance  
**Delegated Powers:**  
**Basis of Remuneration:**  
**Commencement Date:**  
**Terms:**  
**Copy of Agreement on File?** N  
**Termination Date:** 31/12/2025  
**Options:**  
**Workers Comp No:**

**Contractor Name and Address:** ACT Doorland  
PO Box 150  
FYSHWICK ACT 2609

**Details of Duties:** Roller Door Maintenance  
**Delegated Powers:**  
**Basis of Remuneration:**  
**Commencement Date:**  
**Terms:**  
**Copy of Agreement on File?** N  
**Termination Date:** 31/12/2025  
**Options:**  
**Workers Comp No:**

**Contractor Name and Address:** Innovative Landscape Mgt  
24 Armstrong Crescent  
HOLT ACT 2615

**Details of Duties:** Gardening Maintenance  
**Delegated Powers:**  
**Basis of Remuneration:**  
**Commencement Date:** 03/06/2023  
**Terms:**  
**Copy of Agreement on File?** N  
**Termination Date:** 02/06/2026  
**Options:**  
**Workers Comp No:**

**Contractor Name and Address:** JML Plumbing  
PO Box 5137  
CANBERRA ACT 2604

**Details of Duties:** Hydraulic Maintenance  
**Delegated Powers:**  
**Basis of Remuneration:**  
**Commencement Date:** 05/04/2023  
**Terms:**  
**Copy of Agreement on File?** N  
**Termination Date:** 05/04/2026  
**Options:**  
**Workers Comp No:**

**Contractor Name and Address:** Level Plumbing  
PO Box 236  
ERINDALE ACT 2903

**Details of Duties:** Roof & Gutter Cleaning Services  
**Delegated Powers:**  
**Basis of Remuneration:**  
**Commencement Date:** 27/06/2023  
**Terms:** 3 years  
**Copy of Agreement on File?** N  
**Termination Date:** 26/06/2026  
**Options:**  
**Workers Comp No:**

**Contractor Name and Address:** VANTAGE STRATA PTY LTD  
PO Box 919  
DICKSON ACT 2602

**Details of Duties:** Strata Management Agreement  
**Delegated Powers:**  
**Basis of Remuneration:**  
**Commencement Date:** 01/09/2025  
**Terms:** 2 years  
**Copy of Agreement on File?** N  
**Termination Date:** 31/08/2027  
**Options:**  
**Workers Comp No:**

# Vantage Strata Pty Ltd

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

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

Printed: 22/04/2026 01:20 pm User: Syarifah Zanuddin

Page 1

## OWNER LEDGER from 01/02/24 to 22/04/26 Contribution Schedule

**U/Plan:** 12227  
**Building Address:** 88 Dooring Street

**Units:** 8

**Lots:** 8

**Suburb:** DICKSON  
**Building Name:** Eighty8  
**GST?:** No

**State:** ACT **Post Code:** 2601

**ABN:** 12377274038  
**Manager:** Jacinta Jackson

Lot 1	Unit 1	Kirsten Gunn & Gordon Gunn				
Date	Ref	Details	Debit	Credit	Balance	
<b>01/02/24</b>		<b>Opening Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
01/04/24	37	Standard Levy Contribution Schedule From: 01/01/2024 To: 31/03/2024	\$1,981.90	\$0.00	\$1,981.90	DR
02/04/24	71	Receipt; Standard Levy Contribution Schedule for 01/01/2024 to 31/03/2024 Levy Ref# 37	\$0.00	\$1,981.90	\$0.00	
30/05/24	76	Receipt; Standard Levy Contribution Schedule for 01/04/2024 to 30/06/2024 Levy Ref# 38	\$0.00	\$1,981.90	\$1,981.90	CR
01/06/24	38	Standard Levy Contribution Schedule From: 01/04/2024 To: 30/06/2024	\$1,981.90	\$0.00	\$0.00	
01/09/24	70	Standard Levy Contribution Schedule From: 01/07/2024 To: 30/09/2024	\$2,320.15	\$0.00	\$2,320.15	DR
02/09/24	87	Receipt; Standard Levy Contribution Schedule for 01/07/2024 to 30/09/2024 Levy Ref# 70	\$0.00	\$2,320.15	\$0.00	
01/12/24	71	Standard Levy Contribution Schedule From: 01/10/2024 To: 31/12/2024	\$2,320.15	\$0.00	\$2,320.15	DR
02/12/24	96	Receipt; Standard Levy Contribution Schedule for 01/10/2024 to 31/12/2024 Levy Ref# 71	\$0.00	\$2,320.15	\$0.00	
01/03/25	72	Standard Levy Contribution Schedule From: 01/01/2025 To: 31/03/2025	\$2,320.15	\$0.00	\$2,320.15	DR
03/03/25	107	Receipt; Standard Levy Contribution Schedule for 01/01/2025 to 31/03/2025 Levy Ref# 72	\$0.00	\$2,320.15	\$0.00	
29/04/25	113	Receipt; Standard Levy Contribution Schedule for 01/04/2025 to 30/06/2025 Levy Ref# 73	\$0.00	\$2,320.15	\$2,320.15	CR
01/05/25	73	Standard Levy Contribution Schedule From: 01/04/2025 To: 30/06/2025	\$2,320.15	\$0.00	\$0.00	
25/09/25	119	Receipt; Standard Levy Contribution Schedule for 01/07/2025 to 30/09/2025 Levy Ref# 102	\$0.00	\$2,512.55	\$2,512.55	CR
30/09/25	102	Standard Levy Contribution Schedule From: 01/07/2025 To: 30/09/2025	\$2,512.55	\$0.00	\$0.00	
27/10/25	126	Receipt; Standard Levy Contribution Schedule for 01/10/2025 to 31/12/2025 Levy Ref# 103	\$0.00	\$832.65	\$832.65	CR
27/11/25	130	Receipt; Standard Levy Contribution Schedule for 01/10/2025 to 31/12/2025 Levy Ref# 103	\$0.00	\$840.00	\$1,672.65	CR

# Vantage Strata Pty Ltd

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

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

Printed: 22/04/2026 01:20 pm User: Syarifah Zanuddin

Page 2

## OWNER LEDGER from 01/02/24 to 22/04/26 Contribution Schedule

**U/Plan:** 12227  
**Building Address:** 88 Dooring Street

**Units:** 8

**Lots:** 8

**Suburb:** DICKSON  
**Building Name:** Eighty8  
**GST?:** No

**State:** ACT **Post Code:** 2601

**ABN:** 12377274038  
**Manager:** Jacinta Jackson

Lot 1	Unit 1	Kirsten Gunn & Gordon Gunn (Continued)			
Date	Ref	Details	Debit	Credit	Balance
29/12/25	132	Receipt; Standard Levy Contribution Schedule for 01/10/2025 to 31/12/2025 Levy Ref# 103	\$0.00	\$839.90	\$2,512.55 CR
29/12/25	133	Receipt; Standard Levy Contribution Schedule for 01/01/2026 to 31/03/2026 Levy Ref# 104	\$0.00	\$0.10	\$2,512.65 CR
31/12/25	103	Standard Levy Contribution Schedule From: 01/10/2025 To: 31/12/2025	\$2,512.55	\$0.00	\$0.10 CR
29/01/26	138	Receipt; Standard Levy Contribution Schedule for 01/01/2026 to 31/03/2026 Levy Ref# 104	\$0.00	\$975.00	\$975.10 CR
24/02/26	140	Receipt; Standard Levy Contribution Schedule for 01/01/2026 to 31/03/2026 Levy Ref# 104	\$0.00	\$975.00	\$1,950.10 CR
26/03/26	145	Receipt; Standard Levy Contribution Schedule for 01/01/2026 to 31/03/2026 Levy Ref# 104	\$0.00	\$562.45	\$2,512.55 CR
26/03/26	146	Receipt; Standard Levy Contribution Schedule for 01/04/2026 to 30/06/2026 Levy Ref# 105	\$0.00	\$412.55	\$2,925.10 CR
31/03/26	104	Standard Levy Contribution Schedule From: 01/01/2026 To: 31/03/2026	\$2,512.55	\$0.00	\$412.55 CR
		<b>Closing Balance</b>	<b>\$20,782.05</b>	<b>\$21,194.60</b>	<b>\$412.55 CR</b>
		<b>Interest Due</b>	<b>\$0.00</b>		<b>\$0.00</b>
		<b>Total Balance</b>	<b>\$20,782.05</b>	<b>\$21,194.60</b>	<b>\$412.55 CR</b>



Issue date: 16 May 2025

### Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

<b>INSURED:</b>	The Owners of Unit Plan 12227	
<b>INTERESTED PARTY(S):</b>	<b>Name</b>	<b>Classification</b>
<b>DESCRIPTION OF INSURED BUSINESS:</b>	Residential Strata	
<b>SITUATION OF RISK:</b>	88 DOORING STREET, DICKSON, ACT 2602	
<b>SECTION 1:</b>	<b><u>Property - Physical Loss, Destruction or Damage</u></b> Buildings - \$5,900,000.00 Common Contents - \$59,000.00	
<b>SECTION 2:</b>	<b><u>Voluntary Workers Personal Accident</u></b> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
<b>SECTION 3:</b>	<b><u>Office Bearers' Liability</u></b> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
<b>SECTION 4:</b>	<b><u>Fidelity Guarantee</u></b> Limit - \$100,000.00 in the aggregate Period of Insurance	
<b>SECTION 5:</b>	<b><u>Machinery Breakdown</u></b> Limit - \$50,000 in the aggregate Period of Insurance	
<b>SECTION 6:</b>	<b><u>Public Liability</u></b> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
<b>SECTION 7:</b>	<b><u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u></b> <b>(a) Taxation and Audit Costs</b> Limit of Indemnity - \$30,000 in the aggregate Period of Insurance  <b>(b) Workplace Health and Safety Breaches</b> Limit of Indemnity - \$150,000 in the aggregate Period of Insurance  <b>(c) Legal Defence Expenses</b> Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
<b>POLICY NUMBER:</b>	LNG-STR-699410	
<b>PERIOD OF INSURANCE:</b>	19 May 2025 expiring on 19 May 2026 at 4pm Local Standard Time	
<b>INSURER:</b>	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

# Insurance Valuation Report

For

**Eighty8**

**88 Dooring Street, Dickson ACT 2602**

**Scheme Number: 12227**



**COMPILED BY: QIA GROUP PTY LTD**

**Job Reference Number: 211684**

**25 October 2024**

**Professional Indemnity Insurance Policy Number 1411189338PLP**

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201  
F 1300 369 190  
E [info@qjagroup.com.au](mailto:info@qjagroup.com.au)  
W [www.qjagroup.com.au](http://www.qjagroup.com.au)

QIA Group Pty Ltd  
ABN 27 116 106 453  
*setting the standard...*

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

QIA Group Pty Ltd

# REPORT CONTENTS

<b>SECTION 1 – INSURANCE VALUATION SUMMARY .....</b>	<b>3</b>
1.1 PURPOSE OF REPORT .....	3
1.2 PROPERTY ADDRESS .....	3
1.3 DESCRIPTION OF BUILDING .....	3
1.4 CLIENT .....	3
1.5 REPLACEMENT VALUE.....	3
1.6 INSPECTOR DETAILS.....	3
<b>SECTION 2 – INSURANCE VALUATION REPORT.....</b>	<b>4</b>
2.1 RECOMMENDED INSURED VALUE .....	4
2.2 LOSS OF REVENUE .....	4
2.3 CURRENT TRENDS.....	4
2.4 PERIODIC REVIEWS .....	4
2.5 ELEMENTS USED IN THE CALCULATED VALUE OF THE BUILDING REPLACEMENT .....	4
2.6 VALUATION.....	5
2.7 SITE LOCATION MAP .....	5
<b>SECTION 3 – REPORTING PROCESS AND CONTENT .....</b>	<b>6</b>
3.1 SITE FACTORS .....	6
3.2 ADDITIONS & IMPROVEMENTS.....	6
3.3 MAINTENANCE .....	6
3.4 SUMMARY OF CONSTRUCTION .....	6
3.5 AREAS NOT INSPECTED - TYPICAL .....	6
3.6 SCOPE.....	6
3.7 EXCLUSIONS.....	7
<b>SECTION 4 – SITE PHOTOGRAPHS.....</b>	<b>8</b>

## 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 **88 Dooring Street, Dickson ACT 2602**.

### 1.2 Property Address

The property is situated at **88 Dooring Street, Dickson ACT 2602**.

### 1.3 Description of Building

The property comprises eight lots of two & three storey building in one block, each with car space in one-storey basement. Common property includes driveways, boundary walls & fences and site landscaping.

In accordance with the plans provided the year of registration is 2020.

### 1.4 Client

**The Proprietors Eighty8.**

### 1.5 Replacement Value

**Recommended Insured Value: \$5,900,000 (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.

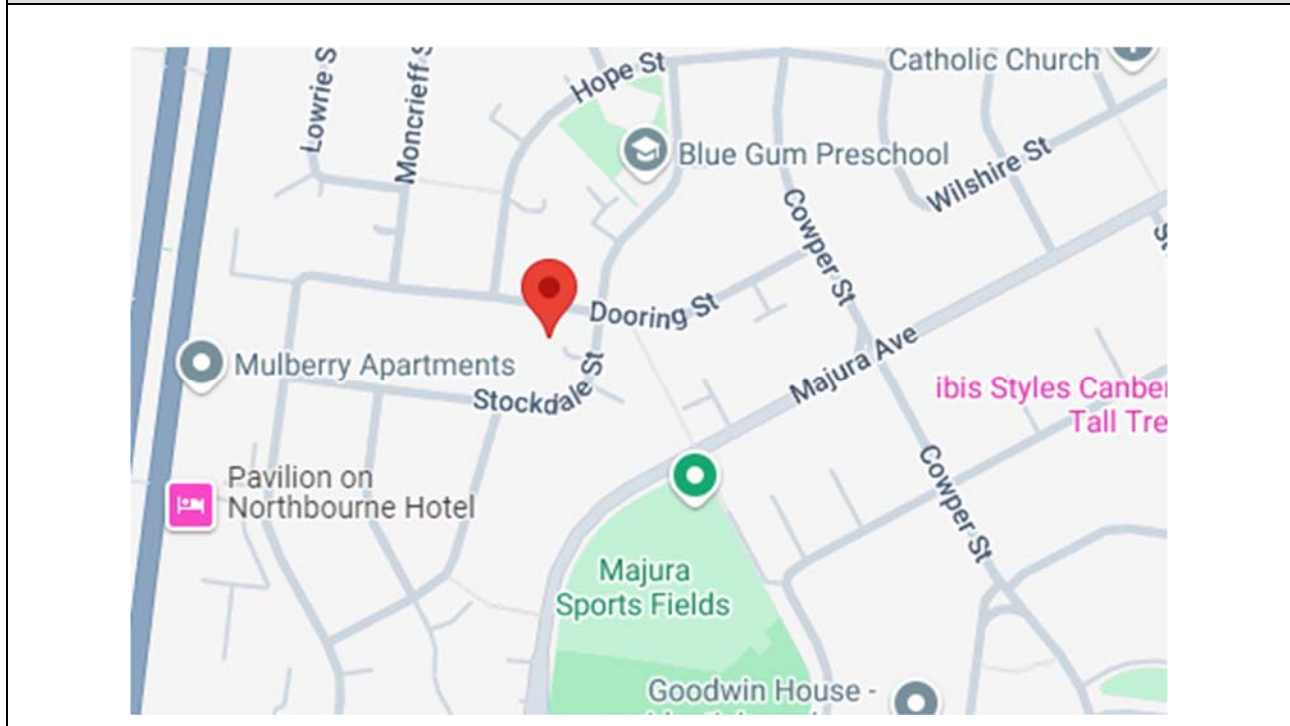
### **2.5 Elements used in the Calculated Value of the Building Replacement**

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.

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b>	<b>\$4,610,000</b>
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% over the period	\$345,000
<b>Progressive Subtotal:</b>	<b>\$4,955,000</b>
Professional Fees:	\$395,000
<b>Progressive Subtotal:</b>	<b>\$5,350,000</b>
Removal of Debris:	\$230,000
<b>Progressive Subtotal:</b>	<b>\$5,580,000</b>
Cost Escalation for Insurance Policy Lapse Period:	\$320,000
<b>Progressive Subtotal:</b>	<b>\$5,900,000</b>
<b>Recommended Insured Value:</b>	<b>\$5,900,000 (Inc GST)</b>

**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: Brickwork and Dintel wall.

EXTERNAL WALL FINISHES: Rendered & painted brick, face brick, fibre cement sheets, Hebal panels and expanded polystyrene.

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

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof.

ROOFING: Cliplock 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 rationalisation or modernisation of services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

## SECTION 4 – SITE PHOTOGRAPHS



# Sinking Fund Plan

**Eighty8**  
**88 Dooring Street, Dickson,**  
**ACT 2602**  
**Scheme Number: 12227**



***COMPILED BY STEVE VILJOEN***

**On 6 May 2021 for the  
15 Years Commencing: 22 July 2020  
QIA Job Reference Number: 162523**

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

PO Box 1280,  
Beenleigh QLD 4207

**P** 1300 309 201  
**F** 1300 369 190  
**E** [info@qjagroup.com.au](mailto:info@qjagroup.com.au)  
**W** [www.qjagroup.com.au](http://www.qjagroup.com.au)

QIA Group Pty Ltd  
ABN 27 116 106 453  
*setting the standard...*

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

QIA Group Pty Ltd

**REPORT TABLE OF CONTENTS**

INTRODUCTION ..... - 3 -

LOCATION..... - 3 -

REPORT SUMMARY ..... - 3 -

METHODOLOGY ..... - 4 -

SINKING FUND FINANCIAL SUMMARY ..... - 6 -

SINKING FUND FORECAST MOVEMENT ..... - 7 -

SUMMARY OF ANNUAL FORECAST EXPENDITURE ..... - 8 -

ITEMISED EXPENDITURE BY YEAR ..... - 17 -

ITEMISED ACCRUALS BY YEAR..... - 20 -

REPORT INFORMATION..... - 24 -

AREAS NOT INSPECTED ..... - 24 -

## 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

88 Dooring Street, Dickson, ACT 2602

## 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:	\$2.27
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$6.26

## 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 unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

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

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

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

### SINKING FUND FINANCIAL SUMMARY

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	22/07/2020	\$0	\$2,265	\$2.27	\$3,278	-\$1,013
2	22/07/2021	-\$1,013	\$6,265	\$6.26	\$3,376	\$1,876
3	22/07/2022	\$1,876	\$10,265	\$10.27	\$3,477	\$8,664
4	22/07/2023	\$8,664	\$14,265	\$14.27	\$4,622	\$18,307
5	22/07/2024	\$18,307	\$16,000	\$16.00	\$6,296	\$28,011
6	22/07/2025	\$28,011	\$16,480	\$16.48	\$6,029	\$38,462
7	22/07/2026	\$38,462	\$16,974	\$16.97	\$4,494	\$50,942
8	22/07/2027	\$50,942	\$17,484	\$17.48	\$6,821	\$61,605
9	22/07/2028	\$61,605	\$18,008	\$18.01	\$8,946	\$70,668
10	22/07/2029	\$70,668	\$18,548	\$18.55	\$9,266	\$79,950
11	22/07/2030	\$79,950	\$19,105	\$19.10	\$64,774	\$34,281
12	22/07/2031	\$34,281	\$19,678	\$19.68	\$7,199	\$46,760
13	22/07/2032	\$46,760	\$20,268	\$20.27	\$14,905	\$52,123
14	22/07/2033	\$52,123	\$20,876	\$20.88	\$32,683	\$40,317
15	22/07/2034	\$40,317	\$21,503	\$21.50	\$17,803	\$44,016

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

<b>July 2020</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Clean upper level windows annually	\$952
- Capital Replacement - General	\$400
<b>ROOF</b>	
- Clean gutters twice a year	\$1,926
<u>Total Forecast Expenditure for year - July 2020 (Inc GST):</u>	<u>\$3,278</u>
Includes GST amount of :	\$298
<b>July 2021</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Clean upper level windows annually	\$980
- Capital Replacement - General	\$412
<b>ROOF</b>	
- Clean gutters twice a year	\$1,984
<u>Total Forecast Expenditure for year - July 2021 (Inc GST):</u>	<u>\$3,376</u>
Includes GST amount of :	\$307
<b>July 2022</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Clean upper level windows annually	\$1,010
- Capital Replacement - General	\$424
<b>ROOF</b>	
- Clean gutters twice a year	\$2,043
<u>Total Forecast Expenditure for year - July 2022 (Inc GST):</u>	<u>\$3,477</u>
Includes GST amount of :	\$316

<b>July 2023</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,040
- Capital Replacement - General		\$437
<b>FIRE PROTECTION SYSTEMS</b>		
- Provision to replace portable fire extinguishers		\$1,040
<b>ROOF</b>		
- Clean gutters twice a year		\$2,105
<u>Total Forecast Expenditure for year - July 2023 (Inc GST):</u>		<u>\$4,622</u>
Includes GST amount of :		\$420
<b>July 2024</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,071
- Capital Replacement - General		\$450
<b>BASEMENT</b>		
- Repaint line marking		\$757
- Ongoing partial replacement of lighting		\$1,109
<b>FURNITURE &amp; FITTINGS</b>		
- Ongoing partial replacement of exterior lighting		\$740
<b>ROOF</b>		
- Clean gutters twice a year		\$2,168
<u>Total Forecast Expenditure for year - July 2024 (Inc GST):</u>		<u>\$6,296</u>
Includes GST amount of :		\$572

<b>July 2025</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,103
- Maintain balcony/patio floor tiles		\$824
- Capital Replacement - General		\$464
<b>BASEMENT</b>		
- Maintain ventilation ducting		\$552
- Maintain/repair main garage door running gear		\$854
<b>ROOF</b>		
- Clean gutters twice a year		\$2,233
<u>Total Forecast Expenditure for year - July 2025 (Inc GST):</u>		<u>\$6,029</u>
Includes GST amount of :		\$548

<b>July 2026</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,136
- Capital Replacement - General		\$478
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain pathways 10% of total		\$580
<b>ROOF</b>		
- Clean gutters twice a year		\$2,300
<u>Total Forecast Expenditure for year - July 2026 (Inc GST):</u>		<u>\$4,494</u>
Includes GST amount of :		\$409

<b>July 2027</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,170
- Capital Replacement - General		\$492
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain driveway 3% of total		\$1,134
<b>EXTERNAL WORKS</b>		
- Maintain common pipework		\$1,655
<b>ROOF</b>		
- Clean gutters twice a year		\$2,369
<u>Total Forecast Expenditure for year - July 2027 (Inc GST):</u>		<u>\$6,821</u>
Includes GST amount of :		\$620

<b>July 2028</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,206
- Capital Replacement - General		\$507
<b>FIRE PROTECTION SYSTEMS</b>		
- Provision to replace portable fire extinguishers		\$1,206
<b>ROOF</b>		
- Provision to maintain roof fixtures and flashings		\$3,588
- Clean gutters twice a year		\$2,440
<u>Total Forecast Expenditure for year - July 2028 (Inc GST):</u>		<u>\$8,946</u>
Includes GST amount of :		\$813

<b>July 2029</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,242
- Capital Replacement - General		\$522
<b>BASEMENT</b>		
- Replace traffic mirrors		\$577
- Replace garage door motor		\$1,951
- Ongoing partial replacement of lighting		\$1,286
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Replace traffic mirror		\$318
<b>FURNITURE &amp; FITTINGS</b>		
- Ongoing partial replacement of exterior lighting		\$857
<b>ROOF</b>		
- Clean gutters twice a year		\$2,513
<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>		<u>\$9,266</u>
Includes GST amount of :		\$842

<b>July 2030</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Repaint previously painted exterior building surfaces		\$37,823
- Repaint soffits		\$475
- Scaffold/access equip allowance		\$11,389
- Repaint door face		\$1,644
- Repaint balustrade		\$1,096
- Repaint pergolas		\$2,924
- Repaint handrails		\$754
- Clean upper level windows annually		\$1,279

<b>July 2030 continued</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$538
<b>BASEMENT</b>		
- Repaint door face		\$1,827
- Repaint bollards		\$381
<b>FENCING</b>		
- Repaint boundary wall/fence		\$2,056
<b>ROOF</b>		
- Clean gutters twice a year		\$2,589
<u>Total Forecast Expenditure for year - July 2030 (Inc GST):</u>		<u>\$64,774</u>
Includes GST amount of :		\$5,889

<b>July 2031</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,317
- Maintain balcony/patio floor tiles		\$983
- Capital Replacement - General		\$554
<b>BASEMENT</b>		
- Maintain ventilation ducting		\$659
- Maintain/repair main garage door running gear		\$1,019
<b>ROOF</b>		
- Clean gutters twice a year		\$2,666
<u>Total Forecast Expenditure for year - July 2031 (Inc GST):</u>		<u>\$7,199</u>
Includes GST amount of :		\$654

<b>July 2032</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,357
- Capital Replacement - General		\$570
<b>BASEMENT</b>		
- Replace stormwater pumps		\$8,917
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain driveway 3% of total		\$1,315
<b>ROOF</b>		
- Clean gutters twice a year		\$2,746
<u>Total Forecast Expenditure for year - July 2032 (Inc GST):</u>		<u>\$14,905</u>
Includes GST amount of :		\$1,355

<b>July 2033</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,398
- Capital Replacement - General		\$587
<b>BASEMENT</b>		
- Replace exhaust/supply fan		\$3,993
- Provision for CO monitor replacement		\$915
- Provision to replace basement entry/exit door in 35 years (partial accrual)		\$7,487
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain pathways 10% of total		\$714
<b>EXTERNAL WORKS</b>		
- Maintain common pipework		\$1,977

<b>July 2033 continued</b>		Expense Inc GST
<b>FENCING</b>		
- Provision to replace colorbond fencing in 34 years (partial accrual)		\$887
- Replace powder coated slat pedestrian gates in 30 years (partial accrual)		\$586
<b>FIRE PROTECTION SYSTEMS</b>		
- Provision to replace fire hose reels		\$1,497
- Provision to replace portable fire extinguishers		\$1,398
<b>ROOF</b>		
- Provision to replace guttering in 35 years (partial accrual)		\$2,396
- Provision to replace down pipes in 35 years (partial accrual)		\$1,860
- Provision to maintain roof fixtures and flashings		\$4,160
- Clean gutters twice a year		\$2,829
	<u>Total Forecast Expenditure for year - July 2033 (Inc GST):</u>	<u>\$32,683</u>
	Includes GST amount of :	\$2,971
<b>July 2034</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Clean upper level windows annually		\$1,440
- Provision to replace single garage doors in 35 years (partial accrual)		\$494
- Provision to replace double garage doors in 35 years (partial accrual)		\$3,037
- Capital Replacement - General		\$605
<b>BASEMENT</b>		
- Repaint line marking		\$1,018
- Replace door closers		\$480
- Ongoing partial replacement of lighting		\$1,491
- Replace jetvent impulse ventilation fan in 20 years (partial accrual)		\$2,376

**July 2034 continued**Expense  
Inc GST**FENCING**

- Replace powder coated slat fencing in 34 years (partial accrual)	\$2,956
--	---------

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$994
--	-------

**ROOF**

- Clean gutters twice a year	\$2,913
------------------------------	---------

<u>Total Forecast Expenditure for year - July 2034 (Inc GST):</u>	<u>\$17,803</u>
---	-----------------

Includes GST amount of :	\$1,618
--------------------------	---------

**ITEMISED EXPENDITURE BY YEAR**

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
<b>SUPERSTRUCTURE</b>																		
- Repaint previously painted exterior building surfaces	\$24,840	2030	10											37823				
- Repaint soffits	\$312	2030	10											475				
- Scaffold/access equip allowance	\$7,480	2030	10											11389				
- Repaint door face	\$1,080	2030	10											1644				
- Repaint balustrade	\$720	2030	10											1096				
- Repaint pergolas	\$1,920	2030	10											2924				
- Repaint handrails	\$495	2030	10											754				
- Clean upper level windows annually	\$840	2020	1	952	980	1010	1040	1071	1103	1136	1170	1206	1242	1279	1317	1357	1398	1440
- Provision to replace single garage doors in 35 years (partial accrual)	\$288	2034	5															494
- Provision to replace double garage doors in 35 years (partial accrual)	\$1,772	2034	5															3037
- Maintain balcony/patio floor tiles	\$627	2025	6						824						983			
- Capital Replacement - General	\$353	2020	1	400	412	424	437	450	464	478	492	507	522	538	554	570	587	605
<b>BASEMENT</b>																		
- Replace traffic mirrors	\$390	2029	10										577					
- Replace exhaust/supply fan	\$2,400	2033	15														3993	
- Repaint line marking	\$594	2024	10					757										1018
- Provision for CO monitor replacement	\$550	2033	15														915	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
<b>BASEMENT</b>																		
- Maintain ventilation ducting	\$420	2025	6						552						659			
- Repaint door face	\$1,200	2030	10											1827				
- Provision to replace basement entry/exit door in 35 years (partial accrual)	\$4,500	2033	5														7487	
- Maintain/repair main garage door running gear	\$650	2025	6						854						1019			
- Replace garage door motor	\$1,320	2029	10										1951					
- Replace door closers	\$280	2034	16															480
- Replace stormwater pumps	\$5,520	2032	14													8917		
- Repaint bollards	\$250	2030	10											381				
- Ongoing partial replacement of lighting	\$870	2024	5					1109					1286					1491
- Replace jetvent impulse ventilation fan in 20 years (partial accrual)	\$1,386	2034	2															2376
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain pathways 10% of total	\$429	2026	7							580								714
- Maintain driveway 3% of total	\$814	2027	5								1134					1315		
- Replace traffic mirror	\$215	2029	10										318					
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$1,188	2027	6								1655							1977

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
<b>FENCING</b>																		
- Provision to replace colorbond fencing in 34 years (partial accrual)	\$533	2033	5														887	
- Replace powder coated slat fencing in 34 years (partial accrual)	\$1,725	2034	5															2956
- Repaint boundary wall/fence	\$1,350	2030	10											2056				
- Replace powder coated slat pedestrian gates in 30 years (partial accrual)	\$352	2033	4														586	
<b>FURNITURE &amp; FITTINGS</b>																		
- Ongoing partial replacement of exterior lighting	\$580	2024	5					740					857					994
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to replace fire hose reels	\$900	2033	15														1497	
- Provision to replace portable fire extinguishers	\$840	2023	5				1040					1206					1398	
<b>ROOF</b>																		
- Provision to replace guttering in 35 years (partial accrual)	\$1,440	2033	5														2396	
- Provision to replace down pipes in 35 years (partial accrual)	\$1,118	2033	5														1860	
- Provision to maintain roof fixtures and flashings	\$2,500	2028	5									3588					4160	
- Clean gutters twice a year	\$1,700	2020	1	1926	1984	2043	2105	2168	2233	2300	2369	2440	2513	2589	2666	2746	2829	2913
<b>Total</b>				3278	3376	3477	4622	6296	6029	4494	6821	8946	9266	64774	7199	14905	32683	17803
<b>Includes GST amount of</b>				298	307	316	420	572	548	409	620	813	842	5889	654	1355	2971	1618

## ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
<b>SUPERSTRUCTURE</b>																		
- Repaint previously painted exterior building surfaces	\$24,840	2030	10	2953	5995	9128	12355	15679	19102	22628	26260	30001	33854	37823	4434	9001	13705	18550
- Repaint soffits	\$312	2030	10	37	75	115	155	197	240	284	330	377	425	475	56	113	172	233
- Scaffold/access equip allowance	\$7,480	2030	10	889	1805	2749	3720	4721	5752	6814	7907	9034	10194	11389	1335	2710	4127	5585
- Repaint door face	\$1,080	2030	10	128	261	397	537	681	830	984	1141	1304	1471	1644	193	391	596	806
- Replace external doors in 24 years	\$700	2045	25	43	87	133	180	229	279	330	383	437	494	551	611	672	736	801
- Repaint balustrade	\$720	2030	10	86	174	264	358	454	554	656	761	869	981	1096	128	261	397	537
- Repaint pergolas	\$1,920	2030	10	228	463	706	955	1212	1477	1749	2030	2319	2617	2924	343	696	1059	1434
- Repaint handrails	\$495	2030	10	59	120	182	246	313	381	451	523	598	675	754	88	179	273	370
- Clean upper level windows annually	\$840	2020	1	952	980	1010	1040	1071	1103	1136	1170	1206	1242	1279	1317	1357	1398	1440
- Provision to replace single garage doors in 35 years (partial accrual)	\$288	2034	5	27	54	82	111	141	172	204	236	270	304	340	377	415	454	494
- Provision to replace double garage doors in 35 years (partial accrual)	\$1,772	2034	5	163	331	505	683	867	1056	1251	1452	1659	1872	2091	2317	2550	2790	3037
- Maintain balcony/patio floor tiles	\$627	2025	6	127	259	394	533	676	824	152	308	470	636	807	983	181	368	561
- Capital Replacement - General	\$353	2020	1	400	412	424	437	450	464	478	492	507	522	538	554	570	587	605
<b>BASEMENT</b>																		
- Replace traffic mirrors	\$390	2029	10	50	102	156	211	267	326	386	448	511	577	68	137	209	283	359

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
<b>BASEMENT</b>																		
- Replace exhaust/supply fan	\$2,400	2033	15	234	474	722	978	1241	1512	1791	2078	2374	2679	2993	3317	3650	3993	334
- Repaint line marking	\$594	2024	10	143	289	441	597	757	89	180	274	372	471	574	680	790	902	1018
- Provision for CO monitor replacement	\$550	2033	15	54	109	166	224	284	346	410	476	544	614	686	760	836	915	77
- Maintain ventilation ducting	\$420	2025	6	85	173	264	357	453	552	102	207	315	426	541	659	122	247	376
- Repaint door face	\$1,200	2030	10	143	290	441	597	757	923	1093	1268	1449	1635	1827	214	435	662	896
- Provision to replace basement entry/exit door in 35 years (partial accrual)	\$4,500	2033	5	438	890	1354	1833	2326	2834	3358	3897	4452	5023	5612	6219	6844	7487	1635
- Maintain/repair main garage door running gear	\$650	2025	6	132	268	408	552	701	854	158	320	487	659	836	1019	188	382	581
- Replace garage door motor	\$1,320	2029	10	170	345	526	712	904	1101	1304	1513	1729	1951	229	464	707	957	1214
- Replace door closers	\$280	2034	16	26	52	80	108	137	167	198	229	262	296	331	366	403	441	480
- Replace stormwater pumps	\$5,520	2032	14	571	1159	1765	2389	3031	3693	4375	5077	5800	6545	7313	8103	8917	789	1602
- Repaint bollards	\$250	2030	10	30	60	92	124	158	192	228	265	302	341	381	45	91	138	187
- Ongoing partial replacement of lighting	\$870	2024	5	209	424	646	874	1109	242	492	749	1013	1286	281	570	868	1175	1491
- Replace jetvent impulse ventilation fan in 20 years (partial accrual)	\$1,386	2034	2	128	259	395	534	678	826	979	1136	1298	1465	1636	1813	1995	2183	2376
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain pathways 10% of total	\$429	2026	7	76	154	234	317	402	490	580	93	189	288	390	495	603	714	115
- Maintain driveway 3% of total	\$814	2027	5	128	259	394	534	677	825	977	1134	248	503	766	1036	1315	287	583
- Replace traffic mirror	\$215	2029	10	28	56	86	116	147	179	213	247	282	318	37	76	115	156	198

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$1,188	2027	6	186	378	575	779	988	1204	1426	1655	306	620	945	1279	1623	1977	365
<b>FENCING</b>																		
- Provision to replace colorbond fencing in 34 years (partial accrual)	\$533	2033	5	52	105	160	217	276	336	398	462	527	595	665	737	811	887	194
- Replace powder coated slat fencing in 34 years (partial accrual)	\$1,725	2034	5	159	323	491	665	844	1028	1218	1413	1615	1822	2036	2256	2482	2716	2956
- Repaint boundary wall/fence	\$1,350	2030	10	161	326	496	672	852	1038	1230	1427	1631	1840	2056	241	489	745	1008
- Replace powder coated slat pedestrian gates in 30 years (partial accrual)	\$352	2033	4	34	70	106	143	182	222	263	305	348	393	439	487	536	586	158
<b>FURNITURE &amp; FITTINGS</b>																		
- Ongoing partial replacement of exterior lighting	\$580	2024	5	139	283	431	583	740	161	328	499	675	857	187	380	579	783	994
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to replace fire hose reels	\$900	2033	15	88	178	271	367	465	567	671	779	890	1004	1122	1243	1368	1497	125
- Provision to replace portable fire extinguishers	\$840	2023	5	249	505	768	1040	227	461	702	950	1206	263	535	814	1102	1398	305
<b>ROOF</b>																		
- Provision to replace guttering in 35 years (partial accrual)	\$1,440	2033	5	140	285	433	587	744	907	1075	1247	1425	1608	1796	1990	2190	2396	523
- Provision to replace down pipes in 35 years (partial accrual)	\$1,118	2033	5	109	221	336	455	578	704	834	968	1106	1248	1394	1545	1700	1860	406

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
<b>ROOF</b>																		
- Provision to maintain roof fixtures and flashings	\$2,500	2028	5	353	717	1092	1478	1875	2285	2706	3141	<b>3588</b>	784	1591	2422	3278	<b>4160</b>	908
- Clean gutters twice a year	\$1,700	2020	1	<b>1926</b>	<b>1984</b>	<b>2043</b>	<b>2105</b>	<b>2168</b>	<b>2233</b>	<b>2300</b>	<b>2369</b>	<b>2440</b>	<b>2513</b>	<b>2589</b>	<b>2666</b>	<b>2746</b>	<b>2829</b>	<b>2913</b>
<b>TOTAL ACCRUALS</b>				<b>9055</b>	<b>18378</b>	<b>27984</b>	<b>36836</b>	<b>44364</b>	<b>52501</b>	<b>62598</b>	<b>70799</b>	<b>77488</b>	<b>84645</b>	<b>36792</b>	<b>47571</b>	<b>51183</b>	<b>37523</b>	<b>41026</b>

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

## REPORT INFORMATION

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

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

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

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

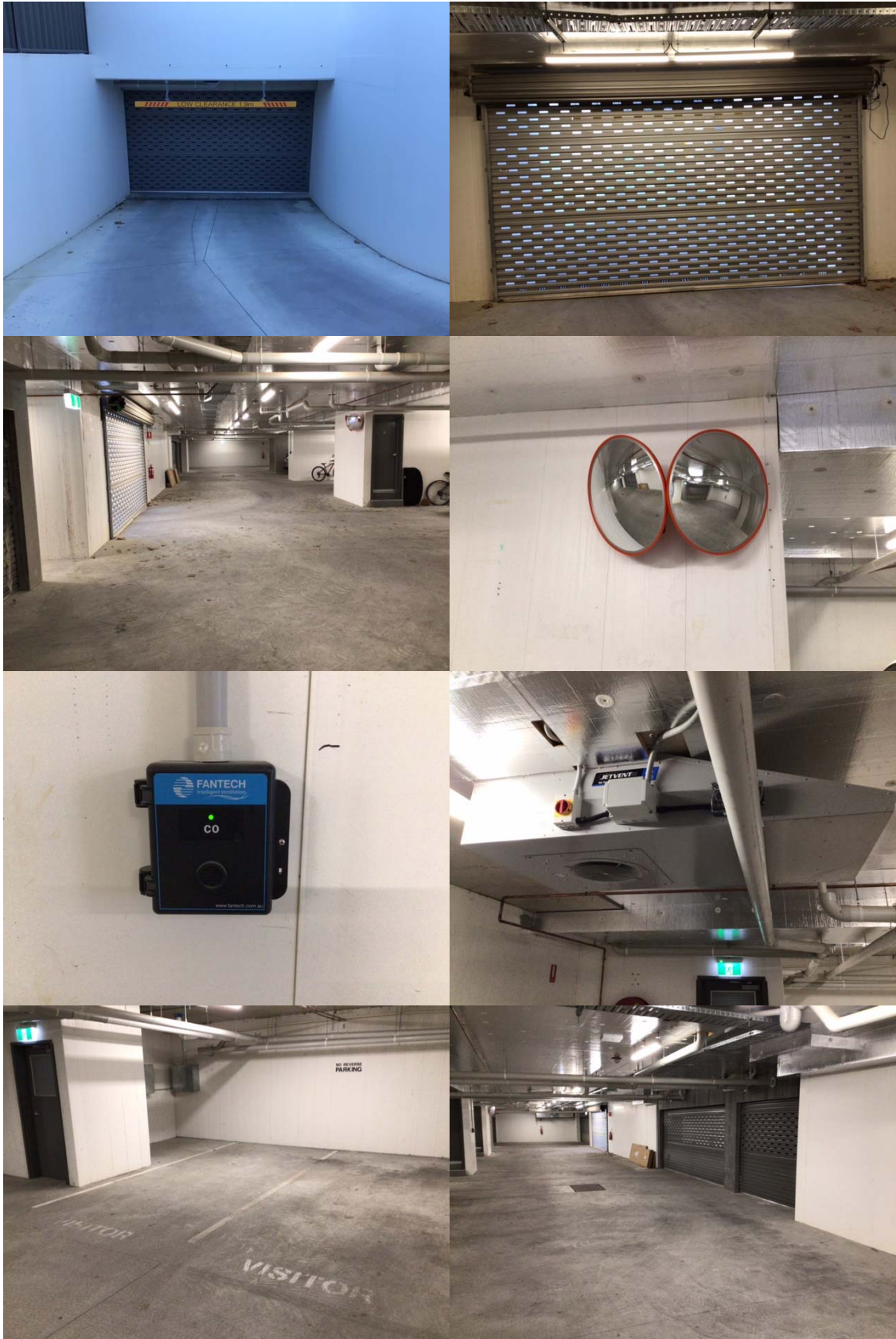
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

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

## AREAS NOT INSPECTED

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







# Certificate of Occupancy and Use

Certificate No.: **B20192984C1**

**Access Canberra Building Services**

ABN 16 479 763 216  
8 Darling Street Mitchell  
GPO Box 158 ACT 2601  
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	32	5	DICKSON	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20192984/A
B20192984/B

## Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
2	Other	SEE DESCRIPTION	Townhouses Units 1-8	A		B20192984N1	IMAGINE BUILDING CONCEPTS PTY LTD
10a	Other	SEE DESCRIPTION	Balconies	NA		B20192984N1	IMAGINE BUILDING CONCEPTS PTY LTD

## Comments

### Important Note:

This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.

1. Statutory warranties and statutory warranty insurance or a statutory warranty fidelity certificate apply in relation to some or all of the building work.
2. The issue of this certificate in respect of a building or a portion of a building does not affect the liability of a person or other entity to comply with the provisions of an ACT law, including the Building Act 2004, relating to the building or portion of the building.

**Issued by:** Rebecca Rattenbury  
Delegate of the ACT Construction  
Occupations Registrar.

**Issued on:** 15/05/2020





# CONSOLIDATED RULES OF THE OWNERS CORPORATION UNITS PLAN 12227 "EIGHTY8"

88 Doring Street, Dickson

## 1.1 Definitions—default rules

- (1) In these rules:

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

- (2) A word or expression in these rules has the same meaning as in the Unit Titles (Management) Act 2011.

## 1.2 Payment of rates and taxes by unit owners

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

## 1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

## 1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only-
- (a) in accordance with the express permission of the Executive Committee; and
- (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

### **Examples-permission not unreasonably withheld**

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

### **Example-permission unreasonably withheld**

external appearance of a unit or the units plan



### **1.5 Pets in units**

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

### **1.6 Assistance animals**

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

### **1.7 Use of common property**

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

### **1.8 Hazardous use of unit**

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

### **1.9 Use of unit-nuisance or annoyance**

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given owner, occupier or user of the unit written permission for that use. an
- (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 Legal Fee Recovery

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount



of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

#### **1.14 Seal of Owners Corporation**

- (1) The Managing Agent may affix the seal of the Owners Corporation to –
  - (a) Reduced quorum meeting notices; Rules registration documents:
  - (b) Notice of Change of Address for Service of Documents at the Land Titles Office; and
  - (c) Certifications issued under Section 119 of the Act; or
  - (d) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

#### **1.15 Vehicles and Parking**

- (1) Residents should park their vehicles only in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
- (2) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (3) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
- (4) Residents or guests are not permitted to play games on the common property driveway or in the underground parking area.
- (5) Residents or guests may only operate vehicles (including bikes, scooters, skateboards, etc.) on the common property driveway or in the underground parking area in the action of departing or arriving.
- (6) Residents are not allowed to wash cars in the car parks.
- (7) Fire hydrants are never to be used by residents for the purpose of washing vehicles.



### **1.16 Appearance**

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Collapsible washing lines must remain below the height of the balustrade.
- (4) Items are not to be stored in common property areas including entrance foyers, stairwells, access pathways or in the visitor vehicle parking spaces. The parking areas/garages provided for units may be used for this purpose as they are not common property/subject to section 24(4) of the UTMA.

### **1.17 Smoking**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

### **1.18 Vandalism and Damage**

- (1) An occupant or visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

### **1.19 General**

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage units.
- (2) Unit basement access doors are 'fire rated'. Security screen doors, deadbolts and peepholes are not permitted to be installed to these doors, unless compliant with fire regulations.
- (3) Security screen doors may be installed on the front doors of units that do not open onto a common walkway provided they align with the property's overall colour scheme and aesthetic.
- (4) Birds or possums are not to be fed from the balconies. Please be aware that for action to be taken, breaches need to be reported in writing to the Strata Manager



### 1.20 Special Privilege

- (1) Lot 1 is permitted to install an air conditioning unit, including the compressor and all associated service apparatus, on or attached to common property.
- (2) All costs associated with the installation, ongoing maintenance, and any future servicing of the unit will be the sole responsibility of Lot 1.
- (3) Lot 1 must ensure that the installation complies with all applicable Territory laws, regulations, and standards. Additionally, Lot 1 agrees to bear the full cost of removal of the installation if required for the purpose of rectifying any defects to the common property.

# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

### 1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles, (Management) Act 2011*.

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

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

### 1.3 Repairs and maintenance

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

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

### 1.4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the Executive Committee; and

(b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

(2) Permission may be given subject to conditions stated in the resolution.

(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

**Examples—permission not unreasonably withheld**

- safety considerations
- structural considerations

**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 the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —

(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.

(f) all attempts must be made to keep pets from making excessive noise;

(g) Owners of new cats born from 1 July 2022 must abide by The ACT's cat

17

# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

containment laws.

- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

### 1.6 Assistance animals

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

### 1.7 Use of common property

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

### 1.8 Hazardous use of unit

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

### 1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

### 1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

### 1.11 Illegal use of unit

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

### 1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules;
  - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
  - (a) the executive committee or the representative has given the owner, occupier



# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

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 Legal Fee Recovery

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

### 1.14 Seal of Owners Corporation

- (1) The Managing Agent may affix the seal of the Owners Corporation to —
- (a) Reduced quorum meeting notices; Rules registration documents;
- (b) Notice of Change of Address for Service of Documents at the Land Titles Office; and
- (c) Certifications issued under Section 119 of the Act; or
- (d) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

### 1.15 Vehicles and Parking

- (1) Residents should park their vehicles only in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
- (2) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (3) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
- (4) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (5) Residents are not allowed to wash cars in the car parks.
- (6) Fire hydrants are never to be used by residents for the purpose of washing vehicles.

### 1.16 Garbage and Recycling



19

# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Doring Street, Dickson

- (1) The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
- (3) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling hopper in the garbage room. Large boxes should be collapsed before being placed in the hopper.
- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper or on the floor of the garbage area.
- (5) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.

### 1.17 Appearance

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Collapsible washing lines must remain below the height of the balustrade.
- (4) Balconies are not to be used as a storage area.
- (5) Items are not to be stored in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The garages provided for units may be used for this purpose.

### 1.18 Smoking

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

### 1.19 Vandalism and Damage

- (1) An occupant or visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

### 1.20 Real Estate Signs

- (1) Unit owners are not permitted to display any signs in any visible external windows to their unit except with the prior approval of the executive committee.
- (2) Signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.
- (3) Rectification of any damage caused as a result of the erection of real estate signs will be the responsibility of the unit advertised for sale.
- (4) Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.



# CONSOLIDATED RULES OF THE OWNERS CORPORATION

## UNITS PLAN 12227 "EIGHTY8"

88 Dooring Street, Dickson

### 1.21 General

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
- (2) Unit front doors are 'fire rated'. Security screen doors, deadbolts and peepholes are not permitted to be installed to front doors, unless compliant with fire regulations.
- (3) Birds or possums are not to be fed from the balconies.

Please be aware that for action to be taken, breaches need to be reported in writing to the Strata Manager





EXECUTIVE COMMITTEE MEETING OF UNITSPLAN NO  
12227

'EIGHTY8'

88 DOORING STREET, DICKSON ACT 2601

**Venue:** 4/88 Dooring St  
**Date:** Tuesday, 30 January 2024  
**Time:** 5:00PM  
**Present:** K Vella (Lot 4) R Houston (Lot 2)  
G Gunn (Lot 1)

**Apologies:** J Vella (Lot 6)

MEETING FORMALITIES

---

**1. Attendance and acceptance of apologies**

The meeting accepted apologies from J Vella (Lot 6)

**2. Confirmation of Chairperson**

The meeting resolved G Gunn as Chairperson for the meeting. B Abbey (Vantage) to facilitate the meeting.

**3. Conflict of interest**

No conflicts were declared.

**4. Confirmation of previous minutes**

The meeting resolved that the previous minutes were accepted.

---

## 5. Financial Matters as of 23 June 2023:

The meeting resolved that the Executive Committee reviewed and accepted financial reports.

- *Admin Fund - Cash at Bank: \$28,865.37*
- *Sinking Fund - Cash at Bank: \$23,547.89*

## 6. Action Items

- A. Drummy Render Update:** the meeting discussed the proposed solution from Imagine Building, this being more holes drilled into the planter box to allow for better drainage. The strata manager advised that the solution is not sufficient and may cause further damages to drummy render or structural issues. The meeting agreed to award JML Plumbing to excavate the dirt from the planter box and provide a report/recommendation to approach the builder with. If the report is not sufficient with the builder, it was agreed to engage Peak consulting to provide a formal report. JML to start works once the location of the removed soil has been allocated R Houston to confirm once this has been resolved with the Strata Manager to initiate JML to commence.
- B. Garage Door:** The meeting resolved to appoint Progressive controls for roller door maintenance on a quarterly basis. Strata Manager delegated authority to sign contract.
- C. EV Charging –** The meeting discussed that the Strata manager is following up on the cost estimate and quote.

**Maritex Electrical and HVAC Service Agreement:** The meeting resolved to appoint Maritex to carry out the HVAC and electrical services for the complex. The Strata Manager delegated authority to sign.

## 7. Contractor attendance:

- a. Roof and Gutter Cleaning – The recent service report and photos were discussed. It was agreed to continue to use level Plumbing, providing the Strata Manager stays on top of attendance and service reports to ensure they are attending when they say they are. The Strata Manager to obtain quotes as recommended for the HSS in level plumbing initial service report.
- b. Gardener- The meeting discussed that the re-mulching of the front gardens was done to a high standard.

## 8. General Business:

- A. The meeting resolved and agreed to arrange a common area defect report. The meeting agreed to add U5 subsidence issue, the report will also cover off U5 request that the roofing sheets have not been installed properly. Strata Manager to circulate the recommended scope and obtain quotes once scope is confirmed,
- B. Strata Manager to circulate the sinking fund report to the Executive Committee

## 9. Next Meeting (date):

It was noted that the next EC meeting will be in May X

---

**MEETING CLOSE TIME 5:45**



## EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO

12227

'EIGHTY8'

88DOORINGSTREET, DICKSONACT2601

<b><u>Venue:</u></b>	Teams		
<b><u>Date:</u></b>	Thursday, 30 <sup>th</sup> May 2024		
<b><u>Time:</u></b>	5:30 PM		
<b><u>Present:</u></b>	K Vella (Lot 4)	R Houston (Lot 2)	G Gunn (Lot 1)
	J Vella (Lot6)	J Jackson Vantage Strata	J Carroll-Fajarda Vantage Strata

**Apologies:** n i l

### MEETING FORMALITIES

---

#### DECLARATION OF QUORUM AND APOLOGIES

The meeting resolves that a quorum for the meeting had been achieved and did not note any apologies from members.

#### DECLARATION OF ANY CONFLICTS OF INTEREST

The meeting resolves that there were no conflicts of interests.

#### ADOPTING OF MINUTES

The meeting resolves that the Executive Committee accept the minutes of the previous meeting.

#### FINANCIALS

The meeting resolves that the Executive Committee reviewed and adopted the financial reports.

It was noted that in the current proposed budget there were line items with \$0 that needed to be removed. The Executive Committee and Vantage Strata went through the proposed budget for the new financial year and Vantage Strata will provide the updated copy to the EC in the upcoming week.

It was noted that the PPM Plumbing and Cleaning of the Gutters to have their own line item in the budget. Vantage Strata to update according.

Admin Fund Cash at Bank - \$31,174.72

Sinking Fund Cash at Bank - \$27,584.96

### Action Items

**Contractor Compliance** – It was noted that Vantage Strata is to present the EC with the forecast of previous contractors and future contractors who have been on site at all future EC Meetings.

**Gutter Cleaning** – It was noted that there is a possibility to needing Anchor Points installed on the roof to ensure the height safety is correct. The EC have asked Vantage Strata to confirm if this is needed as an obligation. The EC have also mentioned to get a report and photos from the last gutter clean to ensure the work is up to standard and see when the contract is up for renewal.

**Common Property Water** – It was noted that Vantage Strata is to check with JML Plumbing where the common property tap is connected to and to contact Icon water if necessary.

**ACT DoorLand** – It was noted that the EC asked Vantage Strata to check the contract is in place with ACT Doorland.

**Maintenance Plan** – It was noted that the EC instructed Vantage Strata to review the maintenance plan and to inform the EC of any upcoming maintenance for the next Financial Year that needs to be added to the proposed budget. Vantage Strata mentioned that they can appoint a professional to investigate anything that needs action, or the EC is able to investigate these where possible.

Secretarial note: It was advised that Vantage strata can provide guidance for the EC to consider however, if the EC wishes to make major changes to the maintenance plan they should engage and qualified professional to amend the report.

**Peak report** – It was noted that the EC have approved to have Peak out to investigate the defects in the common areas and balconies of the complex. It was confirmed that Peak will be on site in the week beginning of the 17<sup>th</sup> and will produce the report within 1-2 weeks.

### GENERAL BUSINESS

**AGM PREPARATION** – It was noted that the end of financial year is the 30<sup>th</sup> of June 2024. The EC have agreed to hold the AGM on the 23<sup>rd</sup> of July 2024 via teams. Vantage Strata to work with the EC over the next few weeks to confirm the new budget and agenda.

**NEXT MEETING – 24<sup>th</sup> September 2024.**

**MEETING CLOSE TIME 6:50pm**



# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

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

**A1 The Owners—Units Plan No 12227**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 8 August 2024

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

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

**A3 Reduced quorum decisions**

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

Date of decision	Full text of reduced quorum decision
8 August 2024	See attached minutes

**A4 Owners corporation declaration**

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



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

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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

---

### ***B1*** What is a reduced quorum decision?

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

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

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

#### *Reduced quorum decisions—adjournment following quorum trouble*

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

**B2** *When does a reduced quorum decision take effect?*

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

**B3** *How may reduced quorum decisions be disallowed?*

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

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

**B4** *How may reduced quorum decisions be confirmed?*

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

**B5** *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING  
OF THE OWNERS OF UP 12227  
'EIGHTY8'  
88 Dooring Street, DICKSON, ACT, 2601**

**Venue:** 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

**Date:** Thursday, 8 August 2024

**Time:** 05:30 PM

**Present:**

K Gunn & G Gunn	(Lot 1)	Owner present
R Houston	(Lot 2)	Owner present
K Vella	(Lot 4)	Owner present
J Vella & S Hardjadinata	(Lot 6)	Owner present
E Zhu	(Lot 8)	Proxy present

**Chairperson:** G Gunn

**Additional Attendees:** J Jackson, Vantage Strata  
T Stekovic, Vantage Strata  
J Carroll- Fajarda, Vantage Strata

**Apologies:** Nil

**Proxies:** C San – Unit 8

**Absentee Votes:** Nil

**Quorum:** There being a quorum represented, the meeting opened at 06:00 PM.

**Secretarial Note:** *Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

## CHAIRPERSON, PROXIES AND APOLOGIES

### Item 1:

It was **resolved** that G Gordon chair the meeting with J Jackson to facilitate on his behalf. The above proxy was accepted with no apologies.

## ADOPTION OF MINUTES

### Motion 2 Ordinary Resolution:

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

Carried

## INSURANCE

### Motion 3 Special Resolution:

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

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

Carried

## INSURANCE VALUATION (Update)

### Motion 4 Ordinary Resolution:

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

Carried

## FINANCES

### Motion 5 Ordinary Resolution:

It was **resolved** that the financial accounts for the period 1st of July 2023 to 30th of June 2024 as presented be accepted.

Carried

## ADMIN FUND EXPENDITURE BUDGET

### Motion 6 Ordinary Resolution:

It was **resolved** that the Administration Fund expenditure budget of \$43,456.00 for the period 1st of July 2024 to 30th of June 2025 be adopted.

Carried

It was noted that Vantage Strata is to follow up with Icon Water to locate where the common property tap is connected too.

## ADMIN FUND CONTRIBUTION

### Motion 7 Ordinary Resolution:

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$43,456.00, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 1st of September 2024, 1st of December 2024, 1st of March 2025 and 1st of May 2025.

Carried

## SINKING FUND EXPENDITURE BUDGET

### Motion 8 Ordinary Resolution:

It was resolved that the Sinking Fund expenditure budget of \$6,296.00 for the period 1st of July 2024 to 30th of June 2025 be adopted.

Carried

## SINKING FUND CONTRIBUTION

### Motion 9 Ordinary Resolution:

The Sinking Fund Report dated 6th of May 2021 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$17,600.00.

It was **resolved** that a contribution of \$17,600.00 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st of July 2024 to 30th of June 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 1st of September 2024, 1st of December 2024, 1st of March 2025 and 1st of May 2025.

#### Sinking Fund Report

Dated: 6th of May 2021  
Prepared By: QIA Group Pty Ltd  
Date To Be Reviewed: 6th of May 2025

Carried

## SINKING FUND PLAN (Update)

### Motion 10 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorises the Managing Agent to obtain an updated Sinking Fund Plan which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation.

#### Sinking Fund Report Held

Dated: 6th of May 2021  
Prepared By: QIA Group Pty Ltd  
Date To Be Reviewed: 6th of May 2025

Carried

## INVESTMENT OF FUNDS

### Motion 11 Special Resolution:

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

Carried

## MAINTENANCE PLAN (Review)

### Motion 12 Ordinary Resolution:

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

Carried

## COMMON PROPERTY SAFETY REPORT - (Obtain)

### Motion 13 Ordinary Resolution:

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

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

Carried

## FIRE SAFETY REVIEW

### Item 14 :

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

**Please find enclosed in this pack the Annual Fire Safety Certificate provided from the fire contractor.**

### Annual Fire Safety Certificate

Dated: 11th of July 2024  
Prepared By: 360 Degree Fire Services

## SURPLUS OF FUNDS FOR DEFECTS PROJECT

### Motion 15 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee to use surplus funds if required, of up to \$19,000 for the remainder of the defects project.

Carried

## DEFECTS

### Item 16:

The owners and Vantage Strata discussed the next step regarding the defects project. It was noted that the Executive Committee and Vantage Strata will be meeting to discuss the current reports that have been received and consider what is maintenance and what is a defect.

It was noted that Vantage Strata will be sending a survey out to all owners regarding any defects they would like to bring up.

It was noted that the Executive Committee, Vantage Strata and the Builder will be meeting sometime in the week beginning of the 19<sup>th</sup> of August to discuss all relevant defects and to put in a strategy to make sure those defects are progressed. Vantage Strata will provide an update via a letter to all owners after the meeting.

## CONTRACTS

### Item 17:

There were no maintenance contracts coming up for renewal to be disclosed and discussed.

## CONTRACTS AND SERVICE AGREEMENTS

### Motion 18 Ordinary Resolution:

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

Carried

## STRATA MANAGEMENT AGENCY AGREEMENT

### Motion 19 Ordinary Resolution:

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

- *That Vantage Strata be appointed as Manager, for a period of 1 year/s.*
- *Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.*
- *Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.*

Carried

## EXECUTIVE COMMITTEE (Election)

### Motion 20 Ordinary Resolution:

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

Carried

The following members were elected to form the Committee for the following year:

G Gunn (Lot 1)  
R Houston (Lot 2)  
K Vella (Lot 4)

## GENERAL BUSINESS

### Item 21:

EV charging stations – It was noted that Vantage Strata will be sending a survey out to all owners asking if they would be interested in installing an EV Charger.

## MEETING CLOSURE

---

There being no further business the meeting formally closed at **06:40 PM**.

**NOTICE OF THE EXECUTIVE COMMITTEE MEETING**

**OF THE OWNERS OF UP 12227**

**'EIGHTY8'**

**88 DOORING STREET DICKSON ACT 2601**

**Venue:** 4/88 Dooring Street Dickson

**Date:** 24<sup>th</sup> September 2024

**Time:** 5:00pm

**Attendees:** G Gunn (Lot 1)  
R Huston (Lot 2)  
K Vella (Lot 4)  
J Jackson Vantage Strata

**DECLARATION OF QUORUM AND APOLOGIES**

---

MOTION 1 - The meeting **resolved** that a quorum for the meeting had been achieved and did not note any apologies from members.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

---

MOTION 2 -The meeting notes there were no of conflicts of interest.

**ADOPTING OF MINUTES**

---

MOTION 3 - The meeting **resolved** that the Executive Committee accepted the minutes of the previous meeting.

**FINANCIALS**

---

MOTION 4 -The meeting **resolved** that the Executive Committee reviewed and adopted financial reports.

- Admin Fund – Cash at Bank: \$25,242.98
- Sinking Fund – Cash at Bank: \$33,918.04

Predicted expenses till January Total: \$10,647.7

- a. Gardening - \$1320 -till January
- b. R & M Garage - \$250 + \$3000 motor repairs
- c. Plumbing - \$1234.05
- d. BSI - \$183.35
- e. Electricity - \$484
- f. Fire Maintenance - \$165
- g. Strata Management Fees - \$1681.8
- h. R & M General (HVAC Service)- \$352
- i. Pest control - \$300
- j. Gutter Cleaning - \$1677.50

It was noted that Vantage Strata is currently working with 360 Degree to remove the call out fee from when they attending site. Vantage Strata to provide an update once received.

It was noted that the insurance is currently not showing on the Financials. Vantage Strata to follow up with their accounts team as to why.

#### OFFICE BEARERS

---

The meeting **resolved** the appointment of Office Bearers for the forthcoming period until the next Annual General Meeting.

It was noted that G Gunn was to be the Chairman for the next financial year and the Executive Committee delegated the roles of Secretary and Treasurer to the Manager.

#### EXECUTIVE COMMITTEE CODE OF CONDUCT

---

The meeting **resolved** to ensure the successful operation and performance of the executive committee, the committee members agreed to adhere to the code of conduct as per the unit title management act.

#### ACTION ITEMS

---

Contractor Attendance:

- a. 360 Degree Fire – PPM Work
- b. Gardening – Innovative Landscape – Contract work
- c. JML Plumbing – PPM Work + removing soil from planter box
- d. ACT Door land – PPM Work

- e. Jim's Pest control – Contract work
- f. Peak Consulting – Defects reporting
- g. Xtreme Service – Patrol for the building
- h. New Generation Cleaning – Cleaning of the carpark
- i. Level Plumbing – PPM Work
- j. Maritex Commercial – PPM Work

It was noted that the Vantage Strata to upload all EC minutes that are missing to BuildingInk.

## GENERAL BUSINESS

---

**Defects** – The current situation regarding the building defects was discussed. Vantage Strata will follow up on how updates will be communicated to all executive committee members and inform the committee of the next steps. The builder has advised that he will attend the site in the upcoming weeks to investigate the defects listed in the Peak report.

**Roller Door Motor Quote** – The Executive Committee decided not to approve the quote to replace the garage door motor until the entire system fails, as it is currently functioning. Vantage Strata advised fixing the motor now to prevent any additional expense.

**Meeting Closed:** 5:37pm

**Next Meeting** January 2025

**MINUTES OF THE GENERAL MEETING  
OF THE OWNERS OF 12227  
Eighty8  
Dooring Street 88, DICKSON, ACT, 2601**

**VENUE:** Microsoft Team

**DATE:** 11th December 2024

**TIME:** 05:00 PM (Canberra time)

**PRESENT:**

Lot Number	Attendee	Owner Name
1	Owner - G Gunn	Kirsten Gunn & Gordon Gunn
2	Owner - R Houston	Renae Houston
3	Owner - S Scander	Samuel Scander
4	Owner - K Vella	Kim Vella
5	Owner - C Shrewsbury	Mark & Claire Shrewsbury
6	Owner - J Vella	J Vella & S Hardjadinata

**APOLOGIES:** Nil

**PROXIES:** Nil

**ABSENTEE VOTES:** Nil

**ADDITIONAL ATTENDEES:**

Name	Description
J Jackson	Vantage Strata

**QUORUM:** A quorum was present.

# 1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that G Gunn Lot 1 be appointed as the chairperson of the meeting.*

**MOTION CARRIED**

**MOTION CARRIED**

# 2. ADOPTION OF MINUTES

Ordinary resolution

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

**MOTION CARRIED**

**MOTION CARRIED**

# 3. INSURANCE CLAIMS (New or Outstanding)

Ordinary resolution

*That the Owners Corporation discuss any outstanding insurance claims, and any new insurance claims.*

**MOTION CARRIED**

It was noted that there is currently an outstanding insurance claim with Unit 5.

# 4. MAINTENANCE ISSUES

Ordinary resolution

*The Owners Corporation discussed the options for fixing defects now that the builder is under administration.*

**MOTION CARRIED**

It was discussed of the current situation with the defects and the builder going into liquidation. It was noted that the owners have a few options to fix the outstanding defects list.

Option 1 - The Owners Corporation lodges a formal complaint with Access Canberra against the builder for non-compliance with building regulations.

Option 2 - Individual unit owners file claims against their respective fidelity fund certificates, while the Owners Corporation submits a claim for defects in the common property.

Option 3 - Obtain quotes to address the defects and formulate a plan to use the sinking fund and any additional surplus funds to carry out the rectifications.

The Owners present discussed they will do all options starting with Option 2 as there was a 90 day time limit to complete the claim.

## 5. AUTHORISATION FOR COMMON PROPERTY DEFECTS CLAIM

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to submit a claim against the Fidelity Fund on behalf of all Owners in relation to common property defects and balconies in the complex.*

### MOTION CARRIED

This motion was amended to include the balconies. It was noted that the Strata Manager will seek confirmation from unit 8 on how they would like to pursue the fidelity fund. The Strata Manager to comply a list of defects that will be included in the common property claim and what needs to be included in the individual claim.

## 6. MEETING FOR SPECIAL LEVY APPROVAL

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to arrange a special general meeting, if required, to agree on a special levy once the costs, minus any possible offsets are quantified.*

### MOTION CARRIED

## 7. GENERAL BUSINESS

Ordinary resolution

Nil

### MOTION CARRIED

**NOTICE OF THE EXECUTIVE COMMITTEE MEETING  
OF THE OWNERS OF UP 12227**

**'EIGHTY8'**

**88 DOORING STREET DICKSON ACT 2601**

**Venue:** Teams

**Date:** 18<sup>th</sup> March 2025

**Time:** 5pm

**Attendees:** G Gunn Lot 1  
R Houston Lot 2  
K Vella Lot 4  
J Jackson Vantage Strata

**DECLARATION OF QUORUM AND APOLOGIES**

---

MOTION 1 - The meeting resolved that a quorum for the meeting had been achieved and did not note any apologies from members

**DECLARATION OF ANY CONFLICTS OF INTEREST**

---

MOTION 2 – there were no conflicts of interests to be disclosed.

**ADOPTING OF MINUTES**

---

MOTION 3 - The meeting resolved that the Executive Committee accepted the minutes of the previous meeting.

**FINANCIALS**

---

MOTION 4 -The meeting resolved that the Executive Committee reviewed and accepted financial reports.

- Admin Fund – Cash at Bank: \$22,865.07
- Sinking Fund – Cash at Bank: \$40,060.91

Predicted expenses till ENFY Total: \$7816.86

- a. Gardening - \$1775
- b. R & M Garage - \$250
- c. Plumbing - \$987.24
- d. BSI - \$146.68
- e. Electricity - \$675
- f. Fire Maintenance - \$132
- g. Strata Management Fees (including Schedule b) - \$1545.44
- h. R & M General (HVAC Service)- \$528
- i. Pest control - \$300
- j. Gutter Cleaning - \$1677.50
- k. Tax return - \$440

## Defects

---

The Executive Committee and Vantage Strata discussed the ongoing defects in the complex. J. Jackson will confirm if there will be any cost, including and tax implications for the Owners Corporation after the quote is accepted by QBE. R. Houston requested Vantage Strata to investigate the possibility of having a project manager or engineer oversee the defect repairs by QBE.

J. Jackson and the Executive Committee will provide an update to all owners in a separate notice.

## ACTION ITEMS

---

Contractor Attendance:

- a. 360 Degree Fire – PPM Work
- b. Gardening – Innovative Landscape – Contract work
- c. JML Plumbing – PPM Work + removing soil from planter box
- d. ACT Door land – PPM Work
- e. Jim's Pest control – Contract work
- f. New Generation Cleaning – Cleaning of the carpark
- g. Level Plumbing – PPM Work
- h. Maritex Commercial – PPM Work
- i. Peter – Sedgwick Consultants – For the defects
- j. MK Jim Cleaning – Removal of the dirt from Unit 2's courtyard
- k. QIA group – Common Property report
- l. Leading Edge Fire doors – complete the repair of the fire seal on the fire door for unit

### **Roller Door Maintenance contract**

The Executive Committees had resolved to discontinue the current agreement for the roller door maintenance with the intention of replacing the door with a new one once it no longer operates effectively. J Jackson to confirm if there will be any liability to the complex regarding this.

### **RCD Testing**

The Executive Committee had resolved the acceptance of cost from Maritex for the RCD testing to be included in the current contract.

### **Fire Extinguisher Quotation**

The Executive Committee has decided to accept the quote from 260 Degree Fire for replacing three fire extinguishers. A current credit on the account will be used to cover part of the cost.

### **GENERAL BUSINESS**

---

There was no general business to discuss

**Next Meeting** Pre AGM Meeting – June/July

## EXECUTIVE COMMITTEE MEETING MINUTES

### UNITS PLAN NO. 12227 - 'Eighty8'

### 88 Dooring Street, Dickson ACT 2601

**Venue:** Unit 4/88 Dooring Street

**Date:** Thursday, 8 May 2025

**Time:** 5.30 PM

**Present:**

G Gunn	(Lot 1)
R Houston	(Lot 2)
K Vella	(Lot 4)

**Absentee:** N/A

#### MEETING FORMALITIES

---

##### 1. Attendance

The meeting was declared open with a quorum present.

##### 2. Chairperson of the meeting

G Gunn (Lot 1) was appointed as the chairperson of this meeting.

##### 3. Conflict of Interest Declaration

The Committee reviewed the agenda and noted that no conflicts of interest were declared.

##### 4. Adoption of the previous minutes

The previous EC meeting minutes were adopted.

## AGENDA

---

### 5. QBE Defect Settlement Offer

- Two quotes were obtained for the building defects rectification works, in response to the committee's response for three.
- The committee noted that Jacinta advised the quotes had been provided to QBE, and QBW had informed her it would make the final decision on which quote to proceed with.
- No resolution was passed by the Committee to approve the submission of quotes or to accept any contractor quote or settlement offer.
- The Committee had previously written to Vantage Strata requesting that arrangements be made for independent technical assurance of the quotes received, including the option of structural engineering oversight. These requests were made to support risk management and alignment with insurance requirements, but were not actioned prior to the quotes being discussed with QBE.
- Written risk concerns and recommendations were communicated to Vantage on 1 May 2025, prior to any quote being accepted by QBE. These included financial and insurance risks and a recommendation for independent technical oversight.
- The Committee was not provided with the content or timing of Vantage's communication to QBE regarding the quotes.
- 

### 6. Communication to QBE

The committee resolved to direct Vantage Strata not to communicate any position to QBE regarding the defect settlement until legal advice has been obtained and the Committee provides further instruction.

### 7. Legal Advice for Defect Settlement Process

The committee resolved to obtain legal advice in relation to the proposed QBE cash settlement and the associated decision-making process. This advice will address

- The Owners Corporation's legal rights and obligations in considering the settlement offer.
- The appropriate steps to ensure that any future decision is made with full awareness of risks, responsibilities, and process requirements.
- Any governance or procedural considerations arising from the handling of the matter to date.

The committee agreed to instruct a suitable qualified legal adviser as soon as possible.

## **8. General Business**

The Committee discussed about the safety of the common property stairs. Gordon undertook to investigate whether he can purchase appropriate safety paint and apply it himself as an alternative to accepting the existing quotes.

## **9. Meeting Closed:**

The meeting concluded at 6:45 p.m.

## AGENDA

### EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO 12227

### 'EIGHTY8'

### 88 DOORING STREET, DICKSON

**Venue:** Teams Teleconference

**Date:** Thursday 27<sup>th</sup> May 2025

**Time:** 05:45pm – 6:40pm

**Attendees:**

G Gunn – Lot 1

R Houston – Lot 2

K Vella – Lot 4

**ATTENDANCE**

The meeting was declared open with a quorum present.

**CHAIRPERSON**

G Gunn (Lot 1) was appointed as the chairperson of this meeting.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

The Committee reviewed the agenda and noted that no conflicts of interest were declared.

**ADOPTION OF THE PREVIOUS MINUTES**

The previous EC meeting minutes were adopted, subject to correction of a typo—replaced QBW with QBE—in item 5.



## LEGAL ADVICE – DEFECT SETTLEMENT PROCESS

The Committee accepts the quote from Allyson Hogan, Namadgi Legal, for legal advice in relation to the proposed QBE cash settlement and the associated decision-making process and will engage directly with Ms Hogan.

## DEFECT SETTLEMENT PROCESS INDEPENDENT TECHNICAL ASSURANCE

The Committee notes that quotes for independent technical assurance of the defect rectification process have not yet been received.

The Committee will consider the quotes for independent technical assurance once received and following the legal advice.

## QUESTIONS REGARDING THE PREVIOUS MEETING MINUTES

The Committee received questions from Unit Owner 6 about the minutes of the 8 May Committee meeting:

“Item 5 – QBE Defect Settlement Offer, dot point 2:

- Could you please explain why QBE would be making the decision regarding which contractor quote to proceed with, rather than the Owners Corporation? This appears to bypass the usual process for owner approval and decision-making.

Item 5 – QBE Defect Settlement Offer, dot point 4:

- Are you able to confirm whether the Owners Corporation is currently insured and whether appropriate coverage will be in place for the upcoming financial year?
- The statement, "These requests were made to support risk management and alignment with insurance requirements, but were not actioned prior to the quotes being discussed with QBE", suggests that some prior decisions or context may not have been shared with owners. If I've missed any earlier communications, please let me know.

Item 8 – General Business (Stair Safety Painting)

- Can you advise whether Gordon holds the appropriate insurance coverage (e.g. public liability or personal injury) in the event something goes wrong while undertaking the stair painting himself?
- While I appreciate Gordon's efforts to save costs, I'm concerned about the potential exposure to owners should an incident occur. Wouldn't it be safer and more prudent to engage a professional for this maintenance task?"



The Committee requests that Vantage Strata assist the Committee in responding to questions received from Unit Owner 6. To support the Committee's response, please provide:

1. A factual summary of why the contractor quotes were forwarded to QBE without prior Committee approval or confirmation of independent technical assurance, as previously requested by the Committee.
2. A brief summary of the advice provided to the Committee on 27 May 2025 regarding the renewal of building insurance, including clarification of any coverage exclusions or insurer expectations referenced.
3. Advice on the potential insurance risks and liability implications if a lot owner personally undertakes work on common property (e.g. stair safety painting), including any guidance the insurer or broker has previously provided or can provide on this matter.

## GENERAL BUSINESS

No general business.



**EXECUTIVE COMMITTEE MEETING OF UNITS**

**PLAN NO. 12227**

**'EIGHTY8'**

**88 DOORING STREET DICKSON**

**Venue:** Via Teams Video Link

**Date:** 23rd July 2025

**Time:** 5:00pm

**Attendees:**

K Vella  
J Jackson Vantage Strata

R Houston  
D Leskovec Vantage Strata

G Gunn

**Agenda**

**Motion 1: Apologies**

There were no apologies to note.

**Motion 2: Conflicts of Interest**

There were no conflicts of interest to declare.

**Motion 3: Financial Update and review**

The Executive Committee reviewed the financial report and raised a question about whether Vantage should issue a notification in the event of overspending. Vantage Strata to monitor spending closely and take note of any overspending when planning future expenses.

**Motion 4: AGM Budget + AGM**

The Executive Committee and Vantage Strata reviewed the proposed budget for the upcoming Annual General Meeting. A few amendments were identified, and Vantage Strata will provide an updated version of the budget once those changes have been made.

The Annual General Meeting has been scheduled for Thursday, 4th September 2025 at 5:30 PM.

**Motion 5: Defect Rectification update/ QBE Statement**

The Executive Committee and Vantage Strata reviewed the latest update on defect rectification and QBE's settlement offer dated 1 May.

The Committee shared that they had received legal advice on 23 June regarding how best to respond to QBE's offer. A draft response letter, prepared by the lawyer, was ready and awaiting final approval.

G. Gunn expressed a strong preference to finalise and send the letter promptly, noting that 24 July would mark 12 weeks since QBE made their offer.

While several edits to the draft were discussed, Vantage Strata recommended that any substantial changes be reviewed by the lawyer before sending. K. Vella and R. Houston agreed with this approach, though G. Gunn was mindful of the time already spent on this matter.

As a result, only minor editorial changes were made, and the draft was finalised. The final version of the letter is attached to the meeting minutes for owners to review. This letter will be sent to QBE as the formal response to their 1 May settlement offer.

Next steps include confirming the scope of works, revisiting quotes from companies who previously provided them, and seeking additional quotes to ensure at least three comparable options. These actions will proceed while awaiting QBE's response.

## **Motion 6: Slab Penetration**

The Executive Committee and Vantage Strata discussed the plumbing penetration located on the west side of the garage door, which has been leaking intermittently into the basement.

To help prevent damage, the garage door motor was previously relocated to the east side. However, the Committee plans to replace the motor when it fails next. G. Gunn expressed a strong preference to resolve the leak before replacing the motor, to avoid any further water damage.

A visual inspection from the basement suggests that the pipe penetration has been capped, and the cap is likely located in Unit 4's courtyard.

Vantage Strata will arrange for a plumber to inspect the area. The plumber will determine whether the pipe is currently connected or needs to be and will seal any leaks as needed. This will be done in coordination with the relevant unit owners.

## **Motion 7: Voluntary Workers Personal Accident Cover**

The Executive Committee and Vantage Strata discussed G. Gunn's offer to provide a quote to address the safety issue identified in the report regarding the emergency exit stairs.

Vantage Strata advised that, based on guidance from the insurer, owners should not carry out work on common property themselves due to potential liability and insurance implications.

G. Gunn noted that he had reviewed the relevant section of the Unit Titles Management Act (UTMA) and the insurance Product Disclosure Statement (PDS) provided by Vantage. He believes that the liability would be similar to that of hiring a tradesperson to complete the work.



Despite this, the other Executive Committee members were not comfortable proceeding with the proposal. As a result, G. Gunn confirmed he would not move forward with quoting for the work.

## General Business

There was no general business to discuss.

The meeting ended at 6:37pm.



## EXECUTIVE COMMITTEE MEETING OF UNITS

PLAN NO. 12227

'EIGHTY8'

88 DOORING STREET DICKSON

**Venue:** Via Teams Video Link

**Date:** 14<sup>th</sup> August 2025

**Time:** 11am

### **Attendees:**

G Gunn

J Carroll-Fajarda Vantage  
strata

R Houston

J Jackson Vantage Strata

K Vella

### **Agenda**

#### **Motion 1: Apologies**

There were no apologies to note.

#### **Motion 2: Conflicts of Interest**

There were no conflicts of interest to disclose.

#### **Motion 3: QBE Defects - Update**

The Executive Committee and Vantage Strata discussed the next steps following the recent letter sent to QBE on 25 July and their response on 30 July.

The EC discussed and noted:

- A member tabled draft letters to the current remediation works tenderers. The Committee acknowledged the intent to progress quotes and align with the Assessment Report, but decided that this specialist work is beyond the expertise and resources of the EC or Vantage.
- The remediation involves both a major capital works project and a commercial negotiation with an insurer. Independent project management and quality assurance support will be required to ensure the works are properly scoped, priced, and overseen to the expected standard.



- Preliminary but significant work may be required prior to the main PM/QA project, for example, reviewing draft contractor requests, ensuring scope and comparability across builder quotes (both new and revised), and providing advice once quotes are received.
- Funding options were discussed. The intent is that costs be met from the QBE settlement first, existing funds second, with any special levy only considered at a future general meeting if required.
- Indicative timelines were discussed, noting the aim to first obtain PM/QA input to review draft builder correspondence, and then proceed to builder site visits and updated quotes during September.

## Agreed actions:

- Vantage Strata will consult with their insurance manager and provide advice to the EC to support the preparation of the next engagement with QBE once all quotations have been finalised.
- Vantage Strata will obtain a third quotation for PM/QA services, including preliminary scope if required, to allow the EC to finalise its preferred provider.
- Any further correspondence to builders (e.g. Mendeva and PWC) is to be reviewed by the independent PM/QA once appointed and then returned to the EC for approval before issue.
- Once new and revised builder quotations are received, a draft response to QBE will be prepared for EC for consideration.

## General Meeting and Funding Considerations:

At the Annual General Meeting, all owners will be updated on progress and next steps.

## General Business

### AGM – Review of Complex Rules

The Executive Committee discussed the proposed updates to the complex rules, which are to be included in the upcoming AGM pack. The Committee will review the draft changes and provide feedback to Vantage Strata as soon as possible. Once the AGM agenda has been distributed, a notice will be sent to all owners outlining the proposed rule changes.

### Outstanding Items

- Updates were requested on two matters:
  - Plumbing issue in the courtyard/basement of Unit 4
  - Pet application for Unit 5J. Jackson will provide updates on both items outside of the meeting.

## MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF

### UP 12227 Eighty8 – 88 Dooring St

**Venue:** Online Teams Meeting

**Date:** Tuesday, 26 August 2025

**Time:** 4:00PM

**Present:** K. Vella  
R. Houston

#### **Additional**

**Attendees:** J. Carroll-Fajarda & A. Rahmat (Vantage Strata)

### QUORUM, ATTENDANCE, ACCEPTANCE OF APOLOGIES AND ACKNOWLEDGEMENT OF CONFLICT OF INTEREST.

---

It was **resolved** that two members were in attendance achieving a quorum. An apology was received from Mr Gunn. The requirement to declare any conflict of interest under the relevant item/s was noted.

### CONFIRMATION OF CHAIRPERSON

---

It was **resolved** that K. Vella be appointed as the chairperson for the meeting.

### CONFIRMATION OF PREVIOUS MINUTES

---

It was **resolved** that the committee confirm and adopt the previous minutes of the meeting held on 14 August 2025.

### Defect Rectification and Insurance

---

The Committee noted correspondence from Mr Gunn raising concerns about the cost of project management and quality assurance (PM/QA) costs and suggesting deferral to the AGM. His concerns were noted.

The Committee reaffirmed that independent PM/QA support is required to manage risks relating to scope, settlement and insurance renewal. Three proposals were reviewed, and Enact was recommended by Vantage Strata on the basis of scope and cost.

Funding: Enact's fixed fees (\$22,176 GST inclusive) can be met from existing reserves (sinking fund), on advice from Vantage Strata. Of this, it is intended that \$14,256 (GST inclusive) in project management and QA costs be funded from the QBE settlement in the first instance. If QBE does not meet those costs, they can be funded from existing resources. These allocations are contained within reserves and

do not alter the levy income proposed in the AGM papers.

Vantage Strata advised the members present that the Sinking Fund Forecast Report (SFFR) should be updated in due course to reflect this expenditure. Vantage Strata further advised that the Executive Committee seek authority from the Owners Corporation at the AGM to amend the SFFR if required, noting that the intention is for the cost to be met by QBE. The Executive Committee agreed with this approach as a matter of good governance and transparency for owners.

## MEETING CLOSURE

---

The meeting adjourned at 5:15PM.



**MINUTES OF THE ANNUAL GENERAL MEETING  
OF THE OWNERS OF 12227  
Eighty8  
Dooring Street 88, DICKSON, ACT, 2601**

**VENUE:** Microsoft Teams

**DATE:** 4th September 2025

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

**PRESENT:**

Lot Number	Attendee	Owner Name
1	Owner - Gordon Gunn	Kirsten Gunn & Gordon Gunn
2	Owner - Renae Houston	Renae Houston
4	Owner - Kim Vella	Kim Vella
6	Owner - J Vella	J Vella & S Hardjadinata
7	Owner - Longfei Zhao	Yexiao Lin & Longfei Zhao
8	Owner - C San - Proxy	E Hua Zhu

**APOLOGIES:** NIL

**PROXIES:** C San - Lot 8

**ABSENTEE VOTES:** NIL

**ADDITIONAL ATTENDEES:**

Name	Description
A Bowen	Enact
J Carroll-Fajarda	Vantage Strata
K Mullins	Enact

**QUORUM:** A quorum was present.

## 1. CHAIRPERSON, PROXIES AND APOLOGIES

Submitted by Committee | Ordinary resolution

It was **resolved** that R Houston Lot 2 be appointed as the chairperson of the meeting. The following proxy was accepted, C San Lot 8 with no apologies to note.

R Houston advised there may be a potential perceived conflict of interest as her brother in-law works at Vantage Strata.

**MOTION CARRIED**

## 2. ADOPTION OF MINUTES

Submitted by Committee | Ordinary resolution

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

**MOTION CARRIED**

## 3. INSURANCE VALUATION (Adoption)

Submitted by Committee | Ordinary resolution

It was **resolved** that the Owners Corporation adopt the insurance valuation obtained from QIA Group Pty Ltd, dated 25/10/2024 and authorise the Managing Agent to utilise the insurance valuation to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.

**MOTION CARRIED**

## 4. INSURANCE

Submitted by Committee | Special resolution

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

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

**MOTION CARRIED**

## 5. INSURANCE CLAIMS (New or Outstanding)

It was noted that there are no new or outstanding insurance claims besides the one that is currently ongoing with QBE for the defects.

## 6. FINANCES

Submitted by Committee | Ordinary resolution

*It was **resolved** that the financial accounts for the period 01/07/2024 to 30/06/2025 as presented be accepted.*

**MOTION CARRIED**

## 7. ADMIN FUND EXPENDITURE BUDGET

Submitted by Committee | Ordinary resolution

*It was **resolved** that the Administration Fund expenditure budget of \$57,640.00 for the period 01/07/2025 to 30/06/2026 be adopted.*

**MOTION CARRIED**

It was noted that the phase 1 of the project manager fees would be used from surplus funds or used by the line item "Reports - Consultants" if it is not covered by QBE in the defects claim.

## 8. ADMIN FUND CONTRIBUTION

Submitted by Committee | Ordinary resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$47,640.00, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 30/09/2025, 31/12/2025, 31/03/2026 and 31/05/2026.*

**MOTION CARRIED**

## 9. SINKING FUND PLAN (Adoption)

Submitted by Committee | Ordinary resolution

*It was **resolved** that the Owners Corporation adopt the Sinking Fund Plan (See full report in the residents portal) and make contributions to the Sinking Fund as recommended in the report.*

**MOTION CARRIED**

## 10. SINKING FUND EXPENDITURE BUDGET

Submitted by Committee | Ordinary resolution

*It was **resolved** that the Sinking Fund expenditure budget of \$7,150.00, for the period 01/07/2025 to 30/06/2026 be adopted.*

**Secretarial Note** - Please note that the current sinking fund expenses differ from the original Sinking Fund Plan. This variation is due to additional works identified and prioritised by the Executive Committee, which were not included in the initial plan.

**MOTION CARRIED**

## 11. SINKING FUND CONTRIBUTION

Submitted by Committee | Ordinary resolution

*It was **resolved** that a contribution of \$18,480.00, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 01/07/2025 to 30/06/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 30/09/2025, 31/12/2025, 31/03/2026 and 31/05/2026.*

### **MOTION CARRIED**

It was noted that following on from research after the agenda was sent out, GST is not needed to be added onto the levies. The Owners Corporation agreed to the leave the levy amount as is and moving forward adjust the amount to be in line with the report.

## 12. INVESTMENT OF FUNDS - ACT

Submitted by Committee | Special resolution

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

### **MOTION CARRIED**

## 13. COMMON PROPERTY SAFETY REPORT (Adopt)

Submitted by Committee | Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to adopt the Common Property Safety Report and implement any recommendations as outlined the report.*

### **MOTION CARRIED**

## 14. MAINTENANCE PLAN (Review)

Submitted by Committee | Ordinary resolution

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

### **MOTION CARRIED**

## 15. MAINTENANCE ISSUES

The meeting recorded the following maintenance-related updates and actions:

- **Fire Company Credit**  
G. Gunn requested an update on whether the credit from the fire company has been applied to recent works.  
**Action:** J. Jackson to follow up and provide an update.
- **Slab Penetration**  
It was noted that the capped pipe is awaiting inspection by a plumber.  
**Action:** J. Jackson to arrange for photos from the Peak Report to be sent to the plumbers.
- **Intercoms**  
Multiple intercoms were reported as not working.

**Action:** Vantage Strata to liaise with the incoming Executive Committee to explore upgrade options. This will also be coordinated with repairs to the garage door motor to ensure alignment of works.

- **Unit 8 – Roof Leak**

Unit 8 reported a roof leak within the unit.

**Action:** A contractor has been booked to attend the site for inspection in the coming week.

## 16. DEFECTS

The meeting addressed the ongoing defects claim currently lodged with QBE. At the beginning of the meeting, the former Executive Committee invited Ken and Adrian from Enact to present their proposal for managing the defects.

Ken and Adrian outlined a two-phase approach they had previously submitted to the Executive Committee:

- Phase 1 involves the initial setup, including preparing documentation, going out to tender for the required works, and compiling a proposal to submit to QBE for approval.
- Phase 2 covers the project management of the actual remediation works once approval is received.

It was noted that the estimated cost of the defects is in the order-of-magnitude of ~\$190k–\$318k (updated quotes will define the final cost), which is expected to be covered by QBE. A question was raised regarding whether project management fees would also be included in the claim. While there is no guarantee, it was indicated that it is likely these costs would be considered by QBE.

A proposed timeline was also discussed:

- Phase 1 is expected to take approximately 4 to 6 weeks to complete and submit to QBE.
- If there are no delays or issues from QBE, the remediation works (Phase 2) could take around 3 months to complete.

## 17. AUTHORISATION FOR ACTION ON DEFECTS

Submitted by Committee | Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to continue progressing the actions set out in the QBE letter dated 25/07/2025 and the 'Building Defects Remediation: Briefing for Owners Corporation UP 12227 AGM' dated 02/09/2025 and finalise the defects and settlement process in the best interests of the Owners Corporation.*

### **MOTION CARRIED**

It was noted that the meeting approved the engagement of Enact to project manage the defects project as per below

Owners authorised the EC to engage Enact for both Phase 1 (from existing sinking fund reserves) and Phase 2 (from the QBE settlement in the first instance); and

any shortfall against existing budget lines will be incorporated at the next update to the Sinking Fund Forecast (and/or Admin Fund budget, as appropriate), consistent with the AGM resolution and owners' authority — noting this may naturally align with the next OC consideration of the QBE settlement.

## 18. FIRE SAFETY REVIEW

Fire safety review for the complex was completed by the Fire contractor and is compliance with the National Construction Code fire safety requirements. The Annual Fire Certificate provided by the contractor is attached in the agenda.

## 19. DELEGATIONS AND APPOINTMENTS

It was **resolved** that the Strata Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation.

## 20. SPECIAL PRIVILEGE - A/C INSTALLATION

Special resolution

*It was **resolved** that the Owners Corporation, by special resolution, agree and grant to the owner of Lot 1 a special privilege to install, repair and maintain a Air Conditioning Condenser on the roof of the complex as outlined below.*

### **Special Privilege**

Lot 1 is permitted to install an air conditioning unit, including the compressor and all associated service apparatus, on or attached to common property.

All costs associated with the installation, ongoing maintenance, and any future servicing of the unit will be the sole responsibility of Lot 1.

Lot 1 must ensure that the installation complies with all applicable Territory laws, regulations, and standards.

Additionally, Lot 1 agrees to bear the full cost of removal of the installation if required for the purpose of rectifying any defects to the common property.

### **MOTION CARRIED**

## 21. RULES CONSOLIDATED (Adoption and Registration)

Special resolution

*The Owners Corporation **resolved**, by Special Resolution to:-*

*a) rescind any existing registered rules.*

*b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached including current rules for reference).*

*c) accept that the updated rules will supersede and replace all other Rules previously in force.*

*d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.*

### **MOTION CARRIED**

## 22. CONTRACTS AND SERVICE AGREEMENTS

Submitted by Committee | Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review and, if appropriate, execute any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting, and to enter into any new contracts/service agreements the EC considers necessary, including those required for the QBE settlement and for carrying out any related rectification works before the next Annual General Meeting.*

### **MOTION CARRIED**

## 23. STRATA MANAGEMENT AGENCY AGREEMENT

Submitted by Committee | Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry or mutual termination of the current agreement, appointing Vantage Strata as*

follows:

- That Vantage Strata be appointed as Manager, for a period of 2 years.
- Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.
- Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

**MOTION CARRIED**

## 24. EXECUTIVE COMMITTEE (Election)

Submitted by Committee | Ordinary resolution

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

**MOTION CARRIED**

The following members were elected for the new financial year:

K Gunn Lot 1

R Houston Lot 2

K Vella Lot 4

J Vella Lot 6

## 25. GENERAL BUSINESS

### Unit 4 – Camera Installation

An application regarding a camera already installed in Unit 4's car space was discussed. A motion was raised from the floor to retrospectively approve the installation of the camera by the Owners Corporation, as the camera currently overlooks a portion of common property.

Questions were raised concerning privacy and the positioning of the camera. It was noted that the camera is reasonably located and does not present any issues under the Privacy Act. Additionally, it was advised that relocating the camera would still result in coverage of common property, making the current placement the most practical option.

There were no objections to the motion, and the motion was carried.

### Unit 5 – Pet Application

The pet application for Unit 5 was discussed. It was noted that the property manager is currently following up with the tenant to ensure the application is completed.

## 26. MEETING CLOSURE

The meeting closed at 6:46pm

# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

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

**A1 The Owners—Units Plan No 12227**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 4 September 2025

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

**Regularly convened**

The general meeting was  
regularly convened (not  
following any adjournment  
under UTMA s 3.9(3) or  
(6)(a), part 3.1, schedule 3).

**Convened after  
adjournment**

The general meeting was convened  
following an adjournment or  
adjournments (under UTMA  
s 3.9(3) or (6)(a), part 3.1,  
schedule 3).

**A3 Reduced quorum decisions**

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

Date of decision	Full text of reduced quorum decision
4 September 2025	See attached minutes

**A4 Owners corporation declaration**

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



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

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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

---

### ***B1*** *What is a reduced quorum decision?*

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

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

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

#### *Reduced quorum decisions—adjournment following quorum trouble*

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

**B2** *When does a reduced quorum decision take effect?*

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

**B3** *How may reduced quorum decisions be disallowed?*

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

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

**B4** *How may reduced quorum decisions be confirmed?*

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

**B5** *How may reduced quorum decisions be revoked?*

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

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 12227**

**EIGHTY8, 88 Dooring Street DICKSON**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)

Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Printed 18/09/2025 at 13:04:44 User= Azfar Rahmat

Page 1

<b>Administrative Fund</b>	<b>Approved Budget</b> (01/07/2025-30/06/2026)	<b>Current Actual</b> (01/07/2024-30/06/2025)	<b>Current Budget</b> (01/07/2024-30/06/2025)
<b>Income</b>			
Levy Income	\$47,640.00	\$43,456.00	\$43,456.00
<b>Total Admin Fund Income</b>	<b>\$47,640.00</b>	<b>\$43,456.00</b>	<b>\$43,456.00</b>
<b>Expense</b>			
Accounting Fees	\$440.00	\$0.00	\$0.00
BAS & Tax Preparation (I)	\$0.00	\$440.00	\$250.00
Banking, Software & Infrastructure	\$0.00	\$427.20	\$250.00
BuildingLink	\$0.00	\$211.20	\$250.00
Cleaning - Carpark	\$1,000.00	\$852.50	\$2,000.00
Cleaning - General	\$0.00	\$0.00	\$500.00
Cleaning - Gutters	\$7,500.00	\$6,710.00	\$7,000.00
Contractor Compliance Fee	\$0.00	\$97.90	\$100.00
Electricity Usage	\$1,800.00	\$1,463.46	\$1,800.00
Fire - Maintenance Contract	\$1,000.00	\$397.98	\$500.00
Fire Services R&M and Replacement	\$0.00	\$929.50	\$500.00
Gardening - Contract	\$4,500.00	\$4,315.00	\$4,000.00
Gardening - Materials	\$0.00	\$0.00	\$1,500.00
Government Permits, Fees & Charges	\$0.00	\$57.00	\$0.00
Insurance Excess Payments	\$2,000.00	\$2,000.00	\$2,000.00
Insurance Premium	\$16,000.00	\$12,855.21	\$9,000.00
Legal Fees Other	\$6,000.00	\$0.00	\$0.00
Management Fees - Schedule B Fees	\$0.00	\$308.00	\$0.00
Management Fees - Strata Management	\$4,400.00	\$3,946.60	\$4,000.00
R&M - Defects Project (I)	\$0.00	\$957.00	\$0.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$0.00	\$500.00	\$1,000.00
R&M - General	\$5,000.00	\$5,359.50	\$4,000.00
R&M - Plumbing	\$500.00	\$189.80	\$1,000.00
R&M - Plumbing Maintenance Contract	\$3,500.00	\$2,970.97	\$3,000.00
Reports - Consultants	\$4,000.00	\$292.00	\$0.00
Reports - Defects Report	\$0.00	\$3,653.47	\$0.00
Reports - Insurance Valuation	\$0.00	\$365.40	\$406.00
Reports - Sinking / Capital Works Fund Plan	\$0.00	\$267.30	\$400.00
<b>Total Admin Fund Expense</b>	<b>\$57,640.00</b>	<b>\$49,566.99</b>	<b>\$43,456.00</b>
<b>TOTAL ADMIN LEVY INCOME</b>	<b>\$47,640.00</b>	<b>\$43,456.00</b>	<b>\$43,456.00</b>
<b>TOTAL ADMIN BUDGET</b>	<b>\$47,640.00</b>		<b>\$43,456.00</b>

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 12227**

**EIGHTY8, 88 Dooring Street DICKSON**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)

Level 4, DKS No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Printed 18/09/2025 at 13:04:44 User= Azfar Rahmat

Page 2

<b>Sinking Fund</b>	<b>Approved Budget</b> <small>(01/07/2025-30/06/2026)</small>	<b>Current Actual</b> <small>(01/07/2024-30/06/2025)</small>	<b>Current Budget</b> <small>(01/07/2024-30/06/2025)</small>
<b>Income</b>			
Levy Income	\$18,480.00	\$17,600.00	\$17,600.00
<b>Total Sinking Fund Income</b>	<b>\$18,480.00</b>	\$17,600.00	\$17,600.00
<b>Expense</b>			
Fire Services R&M and Replacement	\$165.00	\$0.00	\$0.00
R&M - Electrical	\$0.00	\$0.00	\$740.00
R&M - External Works	\$0.00	\$0.00	\$1,071.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$2,800.00	\$0.00	\$1,866.00
R&M - General	\$4,185.00	\$0.00	\$450.00
R&M - Roof	\$0.00	\$0.00	\$2,168.00
<b>Total Sinking Fund Expense</b>	<b>\$7,150.00</b>	\$0.00	\$6,295.00
<b>TOTAL SINKING LEVY INCOME</b>	<b>\$18,480.00</b>	\$17,600.00	\$17,600.00
<b>TOTAL SINKING BUDGET</b>	<b>\$18,480.00</b>		\$17,600.00

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 12227**

**EIGHTY8, 88 Dooring Street DICKSON**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)

Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

**Budget Summary (01/07/2025-30/06/2026)**

	Approved	1st Instalment 30/09/2025	2nd Instalment 31/12/2025	3rd Instalment 31/03/2026	4th Instalment 31/05/2026	TOTAL (01/07/2025-30/06/2026)
Administrative Fund	\$47,640.00	\$11,910.00	\$11,910.00	\$11,910.00	\$11,910.00	\$47,640.00
Sinking Fund	\$18,480.00	\$4,620.00	\$4,620.00	\$4,620.00	\$4,620.00	\$18,480.00
Contribution Schedule Total	\$66,120.00	\$16,530.00	\$16,530.00	\$16,530.00	\$16,530.00	\$66,120.00
<b>Amount to Collect</b>	<b>\$66,120.00</b>	<b>\$16,530.00</b>	<b>\$16,530.00</b>	<b>\$16,530.00</b>	<b>\$16,530.00</b>	<b>\$66,120.00</b>

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 12227**

**EIGHTY8, 88 Dooring Street DICKSON**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)  
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Printed 18/09/2025 at 13:04:44 User= Azfar Rahmat

Page 4

## Levy Adjustment Summary (01/07/2025-30/06/2026)

### Contribution Schedule

### Aggregate Units of Entitlement (UOE) - 1000

Due Date	Levy Period	Admin	Sinking	Total
30/09/2025	01/07/2025 - 30/09/2025	\$11.91	\$4.62	\$16.53
31/12/2025	01/10/2025 - 31/12/2025	\$11.91	\$4.62	\$16.53
31/03/2026	01/01/2026 - 31/03/2026	\$11.91	\$4.62	\$16.53
31/05/2026	01/04/2026 - 30/06/2026	\$11.91	\$4.62	\$16.53
<b>Financial Year Total per Units of Entitlement</b>		<b>\$47.64</b>	<b>\$18.48</b>	<b>\$66.12</b>
<b>Financial Year Aggregate</b>		<b>\$47,640.00</b>	<b>\$18,480.00</b>	<b>\$66,120.00</b>
<b>Approved Budget Amount</b>		<b>\$47,640.00</b>	<b>\$18,480.00</b>	<b>\$66,120.00</b>
<b>Next Year Pre Issue Aggregate</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 12227**

**EIGHTY8, 88 Dooring Street DICKSON**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)  
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

**Owner Summary (01/07/2025-30/06/2026) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 30/09/2025	2nd Instalment 31/12/2025	3rd Instalment 31/03/2026	4th Instalment 31/05/2026	TOTAL (01/07/2025-30/06/2026)
152	1	Admin	\$1,810.31	\$1,810.31	\$1,810.31	\$1,810.31	\$7,241.24
		Sinking	\$702.24	\$702.24	\$702.24	\$702.24	\$2,808.96
		<b>Owner Total</b>	<b>\$2,512.55</b>	<b>\$2,512.55</b>	<b>\$2,512.55</b>	<b>\$2,512.55</b>	<b>\$10,050.20</b>
119	2	Admin	\$1,417.27	\$1,417.27	\$1,417.27	\$1,417.27	\$5,669.08
		Sinking	\$549.78	\$549.78	\$549.78	\$549.78	\$2,199.12
		<b>Owner Total</b>	<b>\$1,967.05</b>	<b>\$1,967.05</b>	<b>\$1,967.05</b>	<b>\$1,967.05</b>	<b>\$7,868.20</b>
108	3, 5	Admin	\$1,286.29	\$1,286.29	\$1,286.29	\$1,286.29	\$5,145.16
		Sinking	\$498.96	\$498.96	\$498.96	\$498.96	\$1,995.84
		<b>Owner Total</b>	<b>\$1,785.25</b>	<b>\$1,785.25</b>	<b>\$1,785.25</b>	<b>\$1,785.25</b>	<b>\$7,141.00</b>
112	4	Admin	\$1,333.91	\$1,333.91	\$1,333.91	\$1,333.91	\$5,335.64
		Sinking	\$517.44	\$517.44	\$517.44	\$517.44	\$2,069.76
		<b>Owner Total</b>	<b>\$1,851.35</b>	<b>\$1,851.35</b>	<b>\$1,851.35</b>	<b>\$1,851.35</b>	<b>\$7,405.40</b>
131	6	Admin	\$1,560.23	\$1,560.23	\$1,560.23	\$1,560.23	\$6,240.92
		Sinking	\$605.22	\$605.22	\$605.22	\$605.22	\$2,420.88
		<b>Owner Total</b>	<b>\$2,165.45</b>	<b>\$2,165.45</b>	<b>\$2,165.45</b>	<b>\$2,165.45</b>	<b>\$8,661.80</b>
134	7	Admin	\$1,595.92	\$1,595.92	\$1,595.92	\$1,595.92	\$6,383.68
		Sinking	\$619.08	\$619.08	\$619.08	\$619.08	\$2,476.32
		<b>Owner Total</b>	<b>\$2,215.00</b>	<b>\$2,215.00</b>	<b>\$2,215.00</b>	<b>\$2,215.00</b>	<b>\$8,860.00</b>

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 12227**

**EIGHTY8, 88 Dooring Street DICKSON**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)  
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Printed 18/09/2025 at 13:04:44 User= Azfar Rahmat

Page 6

**Owner Summary (01/07/2025-30/06/2026) - Contribution Schedule**

UOE	Lot(s)	1st Instalment 30/09/2025	2nd Instalment 31/12/2025	3rd Instalment 31/03/2026	4th Instalment 31/05/2026	TOTAL (01/07/2025-30/06/2026)
136	8					
	Admin	\$1,619.78	\$1,619.78	\$1,619.78	\$1,619.78	\$6,479.12
	Sinking	\$628.32	\$628.32	\$628.32	\$628.32	\$2,513.28
	<b>Owner Total</b>	<b>\$2,248.10</b>	<b>\$2,248.10</b>	<b>\$2,248.10</b>	<b>\$2,248.10</b>	<b>\$8,992.40</b>

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 12227**

**EIGHTY8, 88 Dooring Street DICKSON**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)  
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

**Contribution Summary (01/07/2025-30/06/2026)**

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1	Contribution Schedule <b>Owner Total</b>	152	\$7,241.24 <b>\$7,241.24</b>	\$2,808.96 <b>\$2,808.96</b>	\$0.00 <b>\$10,050.20</b>
2	Contribution Schedule <b>Owner Total</b>	119	\$5,669.08 <b>\$5,669.08</b>	\$2,199.12 <b>\$2,199.12</b>	\$0.00 <b>\$7,868.20</b>
3, 5	Contribution Schedule <b>Owner Total</b>	108	\$5,145.16 <b>\$5,145.16</b>	\$1,995.84 <b>\$1,995.84</b>	\$0.00 <b>\$7,141.00</b>
4	Contribution Schedule <b>Owner Total</b>	112	\$5,335.64 <b>\$5,335.64</b>	\$2,069.76 <b>\$2,069.76</b>	\$0.00 <b>\$7,405.40</b>
6	Contribution Schedule <b>Owner Total</b>	131	\$6,240.92 <b>\$6,240.92</b>	\$2,420.88 <b>\$2,420.88</b>	\$0.00 <b>\$8,661.80</b>
7	Contribution Schedule <b>Owner Total</b>	134	\$6,383.68 <b>\$6,383.68</b>	\$2,476.32 <b>\$2,476.32</b>	\$0.00 <b>\$8,860.00</b>
8	Contribution Schedule <b>Owner Total</b>	136	\$6,479.12 <b>\$6,479.12</b>	\$2,513.28 <b>\$2,513.28</b>	\$0.00 <b>\$8,992.40</b>
	<b>Overall Total</b>		<b>\$47,640.00</b>	<b>\$18,480.00</b>	<b>\$66,120.00</b>

Schedule	UOE
Contribution Schedule	1000

## NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 12227 'EIGHTY8'

88 Dooring Street Dickson act 2601

**Venue:** Teams

**Date:** 18<sup>th</sup> September 2025

**Time:** 5:30pm

**Attendees:**

R Houston

K Vella

J Vella

K Gunn

J Jackson Vantage Strata

K Mullins Enact

A Bowen Enact

### DECLARATION OF QUORUM AND APOLOGIES

---

MOTION 1 - The meeting **resolved** that quorum was present for the meeting and did not note any apologies from members.

### DECLARATION OF ANY CONFLICTS OF INTEREST

---

MOTION 2 – The meeting **resolved** there were no conflicts of interest to declare.

### ADOPTING OF MINUTES

---

MOTION 3 - The meeting **resolved** that the Executive Committee accept the minutes of the previous meeting.

### FINANCIALS

---

MOTION 4 -The meeting **resolved** that the Executive Committee reviewed and adopted financial reports.

- Admin Fund – Cash at Bank: \$14,643.92
- Sinking Fund – Cash at Bank: \$44,099.12

Contractor attendance from 1<sup>st</sup> July 2025:

- Innovative Landscape - \$1155
- JML Plumbing - \$4185.39 – Pump upgrade \$768.18 – PPM work



- 360 Degree Fire - \$165 – fire extinguisher replacement, with credit applied.  
\$101.97 PPM
- Jims Pest control - \$300

Contractor attendances for next quarter:

- Innovative Landscape
- JML Plumbing
- 360 Degree
- Jims Pest Control
- Level Plumbing
- Enact/ contractors for the defects

## Code of Conduct

---

The meeting **resolved** to ensure its successful operation and performance in accordance with the Code of Conduct as per the Unit Titles (Management) Act 2011.

## Office Holders Election

---

The meeting **resolved** that the following member was elected as an Officer Bearer until the AGM:  
R Houston (Chairperson).

## Defects

---

The Executive Committee noted that Enact was formally approved at the AGM to manage the remediation project and received an update on current progress.

### Actions Completed:

- Applied for the Fidelity Fund.
- Conducted unit inspections with Sedgwick for assessment.
- Obtained initial quotations for required rectification works.
- Sought legal advice regarding the quotations and potential settlement.
- Sent a letter to QBE requesting permission for the Owners Corporation to obtain additional quotations.
- Enact was formally approved at the AGM to manage the project.

### Current work:

The Committee noted Enact's Phase 1 process and will monitor progress against the 4 to 6 week tender timeline.

- A site visit will be completed within the coming week.
- Following the site visit, a scope of works will be prepared and sent to all contractors to initiate the tender process.
- Site visits will then be arranged with the contractors.



- Contractors are expected to submit their tenders within two weeks.
- The overall turnaround time for this process is estimated to be 4–6 weeks.

**Actions on hold:**

- Acceptance of QBE’s settlement offer.
- Commencement of rectification works.

The Committee agreed to obtain a quote from the solicitor who drafted its July response to QBE’s settlement offer, Allyson Hogan, to review the following:

- Priority 1: Review the builder’s contract for the remediation works
- Priority 2: Review an update letter for QBE
- Priority 3: Review Enact’s contract for Phase 2
- Priority 4: Prepare a draft response to QBE to support settlement progression for EC review

## GENERAL BUSINESS

---

**Next Meeting:** 5:30pm 15 October 2025

### Unit 4 Ring Camera

The Committee noted the AGM approval of a camera within the footprint of Unit 4’s car space and resolved without objections to approve the installation as per the owner’s request.

### Garage Door

The Committee agreed that the garage door motor upgrade is urgent and requested quotes. The Committee also requested quotes to repair or replace the garage door / motor / intercom system to understand costs and options and further requested advice on options to secure the garage door from being opened externally without a fob. The Committee noted that individual intercom repairs will be paused while broader options are being explored and costed. Once this information is available, the Committee will consider whether the intercom system should be maintained, replaced or decommissioned. Vantage Strata will obtain quotes accordingly.

### Executive Committee Meetings

The Committee agreed to hold regular EC meetings monthly to monitor and maintain progress on key matters. These meetings will be scheduled for the third Wednesday of each month. Vantage Strata advised that additional charges may apply after the fourth meeting under the current strata management agreement.



## NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 12227 'EIGHTY8'

88 Dooring Street Dickson act 2601

**Venue:** Teams

**Date:** 15<sup>th</sup> October 2025

**Time:** 5:30pm

### Attendees:

R Houston  
J Vella

K Gunn  
J Jackson, Vantage Strata

K Vella  
K Mullins, Enact

### DECLARATION OF QUORUM AND APOLOGIES

---

MOTION 1 - The meeting **resolved** that a quorum for the meeting had been achieved and did not note any apologies from members

### DECLARATION OF ANY CONFLICTS OF INTEREST

---

MOTION 2 -The meeting **resolved** there were no conflicts of interest to declare.

### ADOPTING OF MINUTES

---

MOTION 3 - The meeting **resolved** that the Executive Committee accepts the minutes of previous meeting.

### FINANCIALS

---

MOTION 4 -The meeting resolved that the Executive Committee reviewed and adopted financial reports.

- Admin Fund – Cash at Bank: \$19,155.80
- Sinking Fund – Cash at Bank: \$46,921.94

Contractor attendance from 18<sup>th</sup> September 2025:

- Level Plumbing – Investigate Gas leak for unit 2.
- Innovative Landscape - \$345
- JML Plumbing - \$256



Contractor attendances for next quarter:

- Innovative Landscape
- JML Plumbing
- 360 Degree
- Jims Pest Control
- Level Plumbing
- Enact/ contractors for the defects

## Building Remediation

---

The Committee **resolved** to note the following building remediation progress update and confirmed the current priorities.

Actions completed:

- Applied for the Fidelity Fund.
- Conducted unit inspections with Sedgwick for assessment.
- Obtained initial quotations for required rectification works.
- Sought legal advice regarding the quotations and potential settlement.
- Sent a letter to QBE requesting permission for the Owners Corporation to obtain additional quotations.
- Formally approved appointment of Enact at the AGM to manage the project.
- Enact:
  - Conducted initial site visits
  - Prepared scope of works
  - Initiated tender process.
- Obtained quotation from three legal firms to review/draft correspondence to QBE and provide contract/legal risk advice for the remediation project.

Current work:

- Drafting letter to QBE requesting change of next review date.
- Preparing budget update, consistent with the AGM resolution, which noted that any shortfall against existing budget lines will be incorporated at the next update to the Sinking Fund Forecast and/or Admin Fund.
- Enact has sent the tender package out and current due date is the 23<sup>rd</sup> October to receive the quotations back.

Actions on hold:

- Acceptance of QBE's settlement offer.
- Commencement of rectification works.



## Discussion on other matters

The Committee noted:

- Enact's preliminary observation that recent gas leaks may relate to a possible systemic installation issue and requested that Enact advise via email whether, following their review of JML's service records, it would be appropriate to include this as a claim variation.
- Enact's verbal advice at a site visit on 3 October that the redundant slab penetration would be included as a claim variation.
- Item 21 of the Assessment Report allows for engagement of a qualified engineer / hydrologist to determine the best course of action to prevent water ingress through the building envelope. The Committee requested that Enact provide advice on how and when this assessment will be undertaken, or alternatively, written advice explaining the technical and risk basis for not proceeding, including any implications this may have for future building reinsurance.
- Enact's verbal advice at the site visit on 3 October that engaging a hydraulic engineer to certify the roof design and installation against current standards may be advisable to mitigate building reinsurance risks. The Committee requested that Enact provide further written advice explaining the basis for this recommendation.

The Committee resolved to request written advice from Enact addressing the above matters.

## Resolution to engage Legal Services

The Committee discussed the next steps required to progress the building defects remediation and QBE settlement process. The Committee reaffirmed that its current actions are consistent with the strategy endorsed by the Owners Corporation at the 2025 AGM, which authorised the Executive Committee to continue progressing the actions set out in QBE's letter of 25 July 2025 and the *Building Defects Remediation: Briefing for Owners* dated 2 September 2025.

The Committee noted that obtaining legal advice at key milestones forms part of that approved strategy and reflects prudent governance, ensuring that any correspondence or contractual documentation issued on behalf of the Owners Corporation is legally and commercially defensible. It was further noted that reliance solely on statutory warranties would not address the full scope of insurer settlement and remediation issues currently being managed through Enact and QBE, and that targeted legal input remains essential to finalising the process in the best interests of all owners.

The Committee agreed that the approach being taken will avoid unnecessary legal expenditure by moving to each subsequent stage only once the need for that stage arises. The Committee also acknowledged that, based on the current complexity of the QBE settlement process and the anticipated outputs from Enact's retender, it is likely that later stages of legal support will be required.

The Committee resolved to engage **Kerin Benson Lawyers** to undertake *Stage 1* of legal advice. This initial stage includes drafting a response letter to QBE providing an update on the current process and preparing advice on which provider to recommend following the



review of tenders and after receiving input from Enact.

The Committee also approved *Stage 2 and 3 in principle*, subject to available funding and confirmation of need, noting that Stage 2 may not be required if Enact's retender analysis indicates that the recommended tender and scope of works remain broadly consistent with the quotation and settlement amount previously accepted by QBE. Should the tender outcome or insurer response indicate otherwise, Stage 2 may proceed in accordance with the quoted terms, subject to confirmation that adequate funds remain available within the approved budget, or following additional owner authorisation if required.

The Committee requested that **Vantage Strata**:

1. Confirm the current balance of the *legal services* budget line approved at the 2025 AGM;
2. Advise whether Stages 2 and 3 of Kerin Benson Lawyers' engagement can be funded within that allocation; and
3. Confirm whether, should additional funding be required, this could be absorbed using existing unallocated cash at bank, and whether in either scenario a further Owners Corporation resolution would be necessary under the UTMA to adjust the budget or authorise the expenditure.

## Common Property Report

---

The Committee **resolved** to note the update provided by Vantage on each of the action items in the adopted Common Property Safety Report:

Completed:

- Item 1 – Basement circulation near Unit 6; Item 6 – External pathways near Unit 8.
- Item 3 – RCDs bottom of driveway;
- Item 4 – Main Switchboard

Outstanding: Item 2 – Duct/pipe near basement entry; and Item 5 – Change in level at basement exits.

The Committee resolved to endorse the following prioritisation and implementation approach for the outstanding items:

Update maintenance plan and consider as part of forward financial year planning:

- Item 2 – Duct/pipe near basement entry
- Item 5 – Change in level at basement exits

### Resolution to approve stair edge painting

The Executive Committee resolved to approve the quotation from Lockton Traffic Solutions for the painting of stair edges. The total cost of the works is \$602.40 + GST.

## Building access and Security

---

The Committee **resolved** to note the following building access and security progress update and confirm the current priorities:



Actions completed:

- Replacement of garage door motor

Current work:

- The Committee agreed to continue monitoring the security of the complex and to assess whether any future measures may be required to enhance safety.

## GENERAL BUSINESS

---

### Unit 1 – Damaged table inquiry

It was reported that Unit 1's courtyard table was found broken on 2 October and the owner believed this may have occurred during recent contractor activity that the owner had not been advised of prior to the contractor accessing the yard. Vantage Strata will investigate and provide an update to the Committee.

### Correspondence from Unit 1 – Camera Concerns

The Executive Committee received correspondence from Unit 1 regarding the approved Unit 4 Ring camera. The Committee acknowledged the correspondence and confirmed that the matter had already been considered and determined through the approvals recorded in the AGM (4 September 2025) and EC (15 September 2025) minutes. No further action was required.

**Next Meeting: 19<sup>th</sup> November 2025**



## NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 12227 'EIGHTY8'

88 Dooring Street Dickson act 2601

**Venue:** Teams

**Date:** 25<sup>th</sup> November 2025

**Time:** 5:30pm

### Attendees:

R Houston

K Gunn

K Vella

J Jackson, Vantage Strata

### DECLARATION OF QUORUM AND APOLOGIES

---

MOTION 1 - The meeting **resolved** that a quorum for the meeting had been achieved and noted Jason as an apology.

### DECLARATION OF ANY CONFLICTS OF INTEREST

---

MOTION 2 -The meeting **resolved** there were no conflicts of interest to declare

### ADOPTING OF MINUTES

---

MOTION 3 - The meeting **resolved** that the Executive Committee accepts the minutes of the previous meeting.

### FINANCIALS

---

MOTION 4 -The meeting **resolved** that the Executive Committee reviewed and adopted financial reports.

- Admin Fund – Cash at Bank: \$20,809.88
- Sinking Fund – Cash at Bank: \$46,948.12

Contractor attendance from 15<sup>th</sup> October 2025:

- Innovative Landscape - \$330
- JML Plumbing - \$256 + \$256
- 360 Fire - \$33.99



- Jim's Termites - \$300

Contractor attendances for next quarter:

- Innovative Landscape
- JML Plumbing
- 360 Degree
- Jims Pest Control
- Level Plumbing
- Enact/ contractors for the defects

## Building Remediation

---

The Committee **resolved** to note the following building remediation progress update and confirm the current priorities.

Actions completed:

- Applied for the Fidelity Fund.
- Conducted unit inspections with Sedgwick for assessment.
- Obtained initial quotations for required rectification works.
- Sought legal advice regarding the quotations and potential settlement.
- Sent a letter to QBE requesting permission for the Owners Corporation to obtain additional quotations.
- Formally approved appointment of Enact at the AGM to manage the project.
- Enact:
  - Conducted initial site visits
  - Prepared scope of works
  - Initiated tender process.
- Obtaining quotation from Namadgi Legal to review/draft correspondence to QBE and provide contract/legal risk advice for the remediation project.

Current work:

- Vantage preparing budget update, consistent with the AGM resolution, which noted that any shortfall against existing budget lines will be incorporated at the next update to the Sinking Fund Forecast and/or Admin Fund.
- Awaiting completion of Enact's Phase 1 tender review and recommendation report.

Actions on hold:

- Acceptance of QBE's settlement offer.
- Commencement of rectification works.



Immediate next steps (for discussion):

J. Jackson circulated an email yesterday afternoon from Enact containing the first draft of tenders received for the remediation works. The Executive Committee noted some issues upon an initial review.

As the tenders were received late, the Executive Committee will review them in detail and provide any comments to R. Houston by COB 26 November. These comments will then be forwarded to J. Jackson for discussion with Enact.

Once the questions have been addressed and the tenders refined, a meeting with Kerin Benson Lawyers will be scheduled in the coming weeks. A brief will be prepared and provided with KBL prior to the meeting to ensure they are fully informed, which will help reduce costs and provide clarity on the scope of discussion.

## GENERAL BUSINESS

---

**Next Meeting:** 17<sup>th</sup> December 2024



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



02 6171 9700

Canberra | NSW



PO Box 919 Dickson ACT 2602



info@vantagestrata.com.au

ACN 602 359 282

## NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 12227 'EIGHTY8'

88 Dooring Street Dickson act 2601

**Venue:** Teams

**Date:** 17<sup>th</sup> December 2025

**Time:** 5:30pm

**Attendees:**

R Houston    K Vella    J Vella    J Jackson, Vantage Strata

### DECLARATION OF QUORUM AND APOLOGIES

---

MOTION 1 - The meeting resolved that a quorum for the meeting had been achieved and noted apologies from K Gunn.

### DECLARATION OF ANY CONFLICTS OF INTEREST

---

MOTION 2 - there were no conflicts of interest to note.

### ADOPTING OF MINUTES

---

MOTION 3 - The meeting resolved that the Executive Committee accept the minutes of the previous meeting.

### FINANCIALS

---

MOTION 4 -The meeting resolved that the Executive Committee reviewed and adopted financial reports.

- Admin Fund – Cash at Bank: \$25,377.49
- Sinking Fund – Cash at Bank: \$49,101.04

Contractor attendance from 25<sup>th</sup> November 2025:

- Innovative Landscape (Monthly Maintenance)- \$330
- JML Plumbing (Monthly Maintenance)- \$256
- 360 Fire (Monthly Maintenance) - \$33.99
- Maritex (HVAC Testing in Basement) - \$352



- Monaro Garage – (Waiting for Invoice)

Contractor attendances for next quarter:

- Innovative Landscape
- JML Plumbing
- 360 Degree
- Jims Pest Control
- Level Plumbing
- Enact/ contractors for the defects

## Building Remediation

---

The Committee resolved to note the following building remediation progress update and confirm the current priorities.

### Actions completed:

- Applied for the Fidelity Fund.
- Conducted unit inspections with Sedgwick for assessment.
- Obtained initial quotations for required rectification works.
- Sought legal advice regarding the quotations and potential settlement.
- Sent a letter to QBE requesting permission for the Owners Corporation to obtain additional quotations.
- Formally approved appointment of Enact at the AGM to manage the project.
- Enact:
  - Conducted initial site visits
  - Prepared scope of works
  - Initiated tender process.
- Obtained quotations from Namadgi, Kerin Bensen and Proctor Legal. The Executive Committee approved the quotation from Kerin Benson to complete the review/draft correspondence to QBE and provide contract/legal risk advice for the remediation project.

### Current work:

- Awaiting completion of Enact's Phase 1 tender review and recommendation report.

The Committee noted that the approved Administration Fund budget includes a legal services allocation of \$6,000 and that Stage 1 legal advice is currently being undertaken, with legal expenditure of approximately of approximately \$2,000 incurred to date. The Committee noted that further legal services may be required depending on the outcome of Enact's Phase 1 tender review and engagement with QBE.

The Committee agreed that any legal expenditure anticipated to exceed the approved legal services budget will be managed in a staged and transparent manner, consistent with the authority provided by the Owners Corporation at the 2025 AGM. Where timing or risk considerations require, the Committee may authorise interim expenditure, with the intent that any such expenditure be reported to owners and, where required, formally approved through an appropriate budget update and/or a General Meeting once costs and funding options are clearer.



**Actions on hold:**

- Acceptance of QBE's settlement offer.
- Commencement of rectification works.

**Immediate next steps:**

The Committee noted a recent discussion with legal advisors, which reinforced the importance of a complete and well-justified remediation scope and supported the Committee's focus on rigour and completeness at this stage of the process.

The Committee discussed and confirmed the appropriate sequencing for progressing remediation, noting that decisions will be informed by completion of Enact's Phase 1 tender review and recommendations, followed by consideration of any required legal input, before determining next steps on insurer engagement, remediation scope, and owner communication where required.

## GENERAL BUSINESS

---

**Roller Door:**

The Committee noted recent issues with the roller door. A contractor has attended the site to investigate the issue, and Vantage Strata is awaiting a report outlining the cause and recommended remedial works. The Committee noted that further quotes will be obtained if required once the report is received.

**Next Meeting: 21<sup>st</sup> January 2026**



## NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 12227 'EIGHTY8'

88 Dooring Street Dickson act 2601

**Venue:** Teams

**Date:** 21<sup>st</sup> January 2026

**Time:** 5:30pm

**Attendees:**

R Housten

K Vella

K Gunn

J Vella

J Jackson, Vantage Strata

J Carroll-Fajarda, Vantage Strata

---

### DECLARATION OF QUORUM AND APOLOGIES

MOTION 1 – The meeting resolved that a quorum for the meeting had been achieved and did not note any apologies.

---

### DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2 – There were no conflicts of interest to note.

---

### ADOPTING OF MINUTES

MOTION 3 - The meeting resolved that the Executive Committee accept the minutes of the previous meeting.

---

### FINANCIALS

MOTION 4 -The meeting resolved that the Executive Committee reviewed and adopted financial reports.

- Admin Fund – Cash at Bank: \$29,661.53
- Sinking Fund – Cash at Bank: \$50,905.48

Contractor attendance from December 2025

- Innovative Landscape (Monthly Maintenance, included 3 visits)- \$495
- JML Plumbing (Monthly Maintenance)- \$256
- 360 Fire (Monthly Maintenance) - \$33.99
- Lockton Traffic - \$662.64

Anticipated contractor attendances for next quarter:

- Innovative Landscape



- JML Plumbing
- 360 Degree
- Jims Pest Control
- Level Plumbing
- Enact/ contractors for the defects

---

## EC Contact Details

The Executive Committee resolved that R. Houston's gmail email address can be provided to the other units so they can contact the Executive Committee directly if they need to discuss or communicate EC governance matters, noting that operational matters continue to be managed through Vantage Strata.

---

## Building Remediation

The Committee resolved to note the following building remediation progress update and confirm the current priorities.

Actions completed:

- Submitted application for the Fidelity Fund.
- Conducted unit inspections with Sedgwick for assessment.
- Obtained initial quotations for required rectification works.
- Sought legal advice regarding the quotations and potential settlement.
- Obtained quotation from Namadgi Legal to review/draft correspondence to QBE and provide legal risk advice for the remediation settlement offer.
- Sent a letter to QBE requesting permission for the Owners Corporation to obtain additional quotations.
- Formally approved appointment of Enact at the AGM to manage the project.
- Enact:
  - Conducted initial site visits
  - Prepared scope of works
  - Initiated tender process
- Following the AGM obtained quotations from Namadgi, Kerin Bensen and Proctor Legal:
  - The Executive Committee approved the quotation from Kerin Benson to complete the review/draft correspondence to QBE and provide contract/legal risk advice for the remediation project.

Current work:

- Vantage Strata to provide a breakdown of the budget, including the surplus carried over from the previous year and the remaining expenditure allocated for upcoming legal fees.

Actions on hold:



- Acceptance of QBE's settlement offer pending legal advice and tender outcomes.
- Commencement of rectification works.

## Immediate next steps (for discussion):

---

- The Executive Committee noted and discussed the final draft tender report from Enact and had no further questions arising from their assessment. Vantage Strata is to forward the draft proposal to Kerin Benson Lawyers for review and to obtain advice on the next steps. This will allow the letter to QBE to be drafted and submitted as soon as possible.

## GENERAL BUSINESS

### Roller Door

The Executive Committee agreed to proceed with the quotation received from Monaro Doors for \$4,361.60 to replace the roller door on a like-for-like basis. The Committee confirmed that this expenditure is to be paid from the sinking fund.

### Reverse Parking

It was noted that "No Reverse Parking" signage is painted on the basement walls, however, residents across the complex have been reverse parking since the complex opened. During the meeting, it was discussed that the current Owners Corporation rules do not contain any provisions prohibiting reverse parking. It was noted that the signage was originally installed by the developer/builder rather than being an Owners Corporation rule.

It was noted that car spaces allocated to units were not common property and that in the absence of a registered rule, agreed by resolution of the Owners Corporation, no enforcement of the no parking signage can be expected.

The EC resolved that in order to inform whether or not the signage should be removed, further investigation of whether there is any validity to the signage remaining should be undertaken.

It was agreed that a fire contractor will be engaged to provide advice on whether reverse parking presents any safety concerns, particularly in relation to:

- The sprinkler system, and
- The exhaust and ventilation systems in the basement.

The Committee also noted the importance of reminding owners to consult Vantage Strata and not raise issues directly with other owners, to ensure concerns are managed appropriately and consistently.

**Next Meeting:** 18<sup>th</sup> February 2026

## NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 12227 'EIGHTY8'

88 Dooring Street Dickson act 2601

**Venue:** Teams

**Date:** 18<sup>th</sup> February 2026

**Time:** 5:30pm

**Attendees:**

K Gunn

K Vella

J Vella

R Houston

J Jackson, Vantage Strata

---

### DECLARATION OF QUORUM AND APOLOGIES

MOTION 1 - The meeting **resolved** that a quorum for the meeting had been achieved and did not note any apologies from members

---

### DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2 -there were no conflicts of interest noted.

---

### ADOPTING OF MINUTES

MOTION 3 - The meeting **resolved** that the Executive Committee accept the minutes of the previous meeting.

---

### FINANCIALS

MOTION 4 -The meeting **resolved** that the Executive Committee reviewed and adopted financial reports.

- Admin Fund – Cash at Bank: \$14,635.93
- Sinking Fund – Cash at Bank: \$51,533.80

Contractor attendance from January 2026

- Innovative Landscape (Monthly Maintenance, included 2 visits)- \$330
- JML Plumbing (Monthly Maintenance) & Cleaning of the spoon drains - \$256 & \$208.90
- 360 Fire (Monthly Maintenance) - \$33.99



Contractor attendances for next quarter:

- Innovative Landscape
- JML Plumbing
- 360 Degree
- Jims Pest Control
- Level Plumbing

## Building Remediation

---

Motion 5: The Committee **resolved** to note the following building remediation progress update and confirm the current priorities.

### Actions completed:

- Submitted application for the Fidelity Fund.
- Conducted unit inspections with Sedgwick for assessment.
- Obtained initial quotations for required rectification works.
- Sought legal advice regarding the quotations and potential settlement.
- Obtained quotation from Namadgi Legal to review/draft correspondence to QBE and provide legal risk advice for the remediation settlement offer.
- Sent a letter to QBE requesting permission for the Owners Corporation to obtain additional quotations.
- Formally approved appointment of Enact at the AGM to manage the project.
- Enact:
  - Conducted initial site visits
  - Prepared scope of works
  - Initiated tender process.
- Following the AGM obtained quotations from Namadgi, Kerin Bensen and Proctor Legal:
  - The Executive Committee approved the quotation from Kerin Benson to draft correspondence to QBE and provide contract/legal risk advice for the remediation project.
- Vantage Strata provided a breakdown of the budget, including the surplus carried over from the 2024—25 FY and the remaining expenditure allocated for upcoming legal fees.

### Current work:

#### Budget Update

Surplus at end of FY2024—25 (prior to current FY commitments):  
\$20,000

#### Budgeted Line Items

- Legal Fees – Other: \$6,000
- Consulting Fees: \$4,000

#### Current Expenditure

- **KBL:** \$3220.80
  - It was noted that the Vantage accounts team accidentally overpaid Kerin Benson Lawyers and have requested a refund.
- **Enact:** \$7,920
  - Funded using surplus funds



**Remaining Funds Available from Legal Fees and Consulting Fees Budget Line Items:  
Approximately: \$6800**

**Remaining Funds Available from 2024—25 surplus:  
Approximately: \$12,000**

#### **Actions on hold:**

- Determination of the Owners Corporation's position in relation to QBE's May 2025 settlement offer, pending legal advice and consideration of tender outcomes..
- Commencement of rectification works.

#### **Immediate next steps:**

- The Executive Committee and Vantage Strata agreed that the next step is to organise a meeting with Kerin Benson Lawyers to discuss the updated Enact material and defects that have materialised recently, and ensure the Committee proceeds on a legally and commercially informed basis before determining the Owners Corporation's final position in relation to the QBE settlement.
- The Executive Committee provided their availability, and Vantage Strata will contact Kerin Benson Lawyers to arrange the meeting. Following that meeting, the Committee will consider next steps.

## **Future EC Meetings**

---

The Executive Committee and Vantage Strata discussed the scheduling of future EC meetings. It was noted that the EC will aim to hold meetings during business hours to reduce costs associated with Schedule B after-hours charges. Vantage Strata will contact the EC a couple of weeks before each meeting to confirm that the proposed time still suits all members.

## **GENERAL BUSINESS**

---

#### **Garage Door**

It was noted that the replacement garage door has been ordered and is expected to be installed within 4 to 6 weeks.

#### **Committee Membership**

It was noted that this was Mr J Vella's final meeting as a member of the Executive Committee.

Mr Vella acknowledged that Committee members serve in a voluntary capacity and expressed appreciation for the time and effort contributed by members in managing the Owners Corporation's significant shared asset and associated responsibilities.

The Committee acknowledged his contribution and thanked him for his service.

**Next Meeting: 18<sup>th</sup> March 2026**



## NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 12227 'EIGHTY8'

88 Dooring Street Dickson act 2601

**Venue:** Teams

**Date:** 18<sup>th</sup> March 2026

**Time:** 4:00pm

**Attendees:**

K Vella  
J Jackson, Vantage Strata

K Gunn  
M Lo, Kerin Benson Lawyers

R Houston

---

### DECLARATION OF QUORUM AND APOLOGIES

MOTION 1 - The meeting **resolved** that a quorum for the meeting has been achieved and note any apologies from members.

---

### DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2 – there were no conflicts of interest to note.

---

### ADOPTING OF MINUTES

MOTION 3 - The meeting **resolved** that the Executive Committee accepts the minutes of the previous meeting.

---

### FINANCIALS

MOTION 4 -The meeting **resolved** that the Executive Committee noted the financial reports.

The Committee noted the budget information provided by Vantage Strata.

It was noted that not all members had the opportunity to review the financial information in detail during the meeting, and that clarification of the budget position and available funds is required.

The Committee agreed to defer detailed consideration of the budget position and requested that Vantage Strata provide a clarified and updated budget breakdown for consideration at the upcoming general meeting.

- Admin Fund – Cash at Bank: \$19,868.26
- Sinking Fund – Cash at Bank: \$52,828.59

Contractor attendance from February 2026

- Innovative Landscape (Monthly Maintenance, included 2 visits)- \$330
- JML Plumbing (Monthly Maintenance) - \$256
- 360 Degree Fire (Monthly Maintenance) - \$33.99
- Level Plumbing (inspecting unit 8 garage from leak in the pipe) - \$459.32
- Jim’s Pest Control (regular maintenance) - \$300

Contractor attendances for next quarter:

- Innovative Landscape
- JML Plumbing
- 360 Degree Fire
- Jim’s Pest Control
- Level Plumbing

It was noted that the Executive Committee would like confirmation of the date the last gutter cleaning was completed.

## Building Remediation

---

Motion 5: The Committee **resolved** to note the following building remediation progress update and confirm the current priorities.

### Actions completed:

- Submitted application for the Fidelity Fund.
- Conducted unit inspections with Sedgwick for assessment.
- Obtained initial quotations for required rectification works.
- Sought legal advice regarding the quotations and potential settlement.
- Obtained quotation from Namadgi Legal to review/draft correspondence to QBE and provide legal risk advice for the remediation settlement offer.
- Sent a letter to QBE requesting permission for the Owners Corporation to obtain additional quotations.
- Formally approved appointment of Enact at the AGM to manage the project.
- Enact:
  - Conducted initial site visits
  - Prepared scope of works
  - Initiated tender process.
- Following the AGM obtained quotations from Namadgi, Kerin Bensen and Proctor Legal:
  - The Executive Committee approved the quotation from Kerin Benson to draft correspondence to QBE and provide contract/legal risk advice for the remediation project.
- Vantage Strata provided a breakdown of the budget, including the surplus carried over from the 2024—25 FY and the remaining expenditure allocated for upcoming legal fees.



## Current work:

- Determination of the Owners Corporation's position in relation to QBE's May 2025 settlement offer has progressed following receipt of legal advice. The Committee confirmed its position and resolved to proceed with submission of correspondence to QBE, which has now been issued on behalf of the Owners Corporation.
- The Committee noted that recent technical reports have identified limitations in the original settlement offer and areas requiring further clarification.
- The Committee noted that rectification works are not being progressed at this stage pending settlement of the insurance claim.
- The Committee noted that further investigation is required to determine the cause and extent of emerging issues and to inform the scope of any future works.
- The Committee confirmed that any make-safe or urgent works will only be undertaken where necessary and will be carefully managed in alignment with the insurance claim.
- The Committee resolved not to proceed with invasive make safe works at this stage, pending further expert advice and confirmation of the relationship to existing defect claims.
- The Committee agreed, consistent with advice received, that an independent expert engineering assessment is required to determine the cause of emerging issues and whether they are related to previously identified defects.
- The Committee noted the requirement to notify relevant insurers of emerging defect issues, and any necessary urgent rectification works, supported by appropriate expert evidence.
- The Committee noted that undertaking invasive or unverified rectification works without appropriate expert advice and insurer notification may prejudice the Owners Corporation's ability to rely on its insurance claim.
- Accordingly, the Committee agreed that any further make-safe actions must be carefully managed to ensure alignment with the insurance claim and process and supported by appropriate evidence.

## Actions on hold:

- Commencement of rectification works.

## Immediate next steps:

- Finalise correspondence to QBE through Kerin Benson Lawyers and issue through Vantage Strata on behalf of the Owners Corporation.
- Prepare a defined scope of services for the required independent expert engineering assessment.
- Seek quotations from suitably qualified engineering firms for the expert assessment.
- Provide relevant documentation (including reports, photographs and prior advice) to support engineering assessment and quoting.
- Request make safe contractors to provide any available written advice or reporting to support understanding of current issues.
- Prepare a paper for consideration at a general meeting to address any funding requirements for expert investigations and associated costs.
- Arrange a general meeting of the Owners Corporation in April 2026 (as soon as practicable) to consider funding and related matters.
- Vantage to draft building and builders warranty insurer correspondence (re-emerging defects).
- Vantage Strata to provide a clarified and updated budget position, including available funds and surplus allocation, to support preparation of the general meeting materials.



## GENERAL BUSINESS

---

- The Committee agreed to undertake further investigation regarding reverse parking within the basement, including verification of clearance heights and associated compliance considerations, consistent with prior correspondence. Vantage Strata advised that this would be arranged through a planned preventive maintenance contractor during a scheduled attendance to minimise cost. This investigation will inform the Committee's consideration of whether existing signage and restrictions remain necessary.
- It was noted that an update on the garage door remains outstanding. Vantage Strata will follow up with the contractor again to request a status update.

**Next Meeting: 15<sup>th</sup> April 2026**



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



02 6171 9700

Canberra | NSW



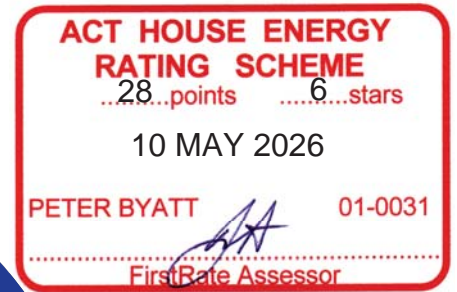
PO Box 919 Dickson ACT 2602



info@vantagestrata.com.au

ACN 602 359 282

# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆☆ **6 STARS**  
**in Climate: 24** **SCORE: 28 POINTS**

**Name:** Kirsten and Gordon Gunn **Ref No:** DI005032U1  
**House Title:** Section: 5 Block: 32 Unit: 1 **Date:** 10-05-2026  
**Address:** 1/88 Dooring Street  
DICKSON 2602  
**Reference:** C:\PROGRAM FILES\...\202526 SOP\DI005032 0 00 00 001

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

## Appliance Ratings

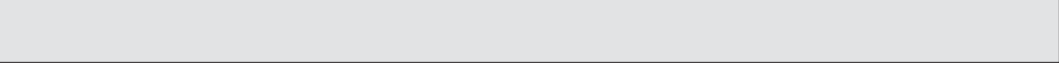
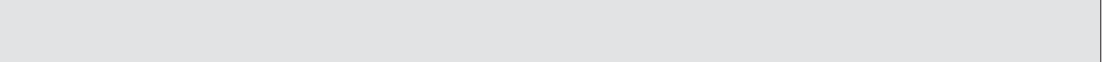
**Heating:** Unknown Heater / Unknown Rating  
**Cooling:** Unknown Cooling / Unknown Rating  
**HotWater:** Unknown Hot Water System / Unknown Rating

The appliance ratings above are based on information provided by the applicant and are included for information purposes only. They do not affect the House Energy Rating of the dwelling.

# IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17

<b>Current</b>	<b>28</b>											
<b>Potential</b>	<b>38</b>											

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

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

## ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

<b>Current Rating</b>	27	★★★★★★
-----------------------	----	--------

Largest windows in the dwelling;

**Direction : East**

**Area : 23 m<sup>2</sup>**

The table below shows the total score for the dwelling when these windows face the direction indicated.

**Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.**

ORIENTATION	POINT SCORE	STAR RATING
1. East	28	★★★★★★
2. South East	19	★★★★★★
3. South	10	★★★★★
4. South West	2	★★★★☆
5. West	2	★★★★☆
6. North West	9	★★★★★
7. North	22	★★★★★★
8. North East	27	★★★★★★

FirstRate Mode
Climate: 24

**RATING SUMMARY for: Section: 5 Block: 32 Unit: 1, 1/88 Dooring Street, DICKSON 2602**

Assessor's Name: Peter Byatt

Net Conditioned Floor Area: 152.7 m<sup>2</sup>

			Points			
Feature	Winter	Summer	Total			
<b>CEILING</b>	<b>11</b>	<b>0</b>	<b>11</b>			
Surface Area: 6	Insulation: 6					
<b>WALL</b>	<b>0</b>	<b>0</b>	<b>0</b>			
Surface Area: -4	Insulation: 5	Mass: -2				
<b>FLOOR</b>	<b>8</b>	<b>-2</b>	<b>6</b>			
Surface Area: 3	Insulation: 2	Mass: 1				
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>	<b>9</b>	<b>0</b>	<b>9</b>			
Fire Place 0 %	Vented Skylights 0 %					
Fixed Vents 0 %	Windows 62 %					
Exhaust Fans 11 %	Doors 3 %					
Down Lights 0 %	Gaps (around frames) 24 %					
<b>DESIGN FEATURES</b>	<b>0</b>	<b>1</b>	<b>1</b>			
Cross Ventilation 1						
<b>ROOF GLAZING</b>	<b>0</b>	<b>0</b>	<b>0</b>			
Winter Gain 0	Winter Loss 0					
<b>WINDOWS</b>	<b>15</b>	<b>-19</b>	<b>-4</b>			
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>N</b>	18	12%	-15	30	-10	5
<b>E</b>	23	15%	-20	22	-9	-8
<b>Total</b>	40	26%	-36	51	-19	-4

\* 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 10 points

		Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★	<b>42</b>	<b>-21</b>	<b>27*</b>
<b>SCORE</b>				

\* includes 5 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Kirsten and Gordon Gunn  
HouseTitle Section: 5 Block: 32 Unit: 1  
StreetAddress 1/88 Dooring Street  
Suburb DICKSON 2602  
AssessorName Peter Byatt  
FileCreated 10-05-2026  
Comments Area Approx: 167.7 Sq M

## Climate Details

State  
Town Canberra  
Postcode 2600  
Zone 24

## Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	No	Yes	Float Timb	R1.0	68.0m <sup>2</sup>
2	Suspended Slab	NA	Yes	No	No	Carp	R0.0	65.0m <sup>2</sup>
3	Suspended Slab	NA	Yes	No	No	Tiles	R0.0	8.0m <sup>2</sup>
4	Suspended Slab	Enclosed	No	No	No	Carp	R0.0	20.5m <sup>2</sup>
5	Suspended Slab	Enclosed	No	No	Yes	Tiles	R1.0	6.2m <sup>2</sup>

## Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	24.8m	2.7m
2	Brick Cavity	Yes	R0.0	16.2m	2.7m
3	Brick Veneer	No	R2.0	24.8m	2.6m
4	Brick Cavity	Yes	R0.0	16.2m	2.6m
5	Framed: FC Sheet Clad	No	R2.0	22.0m	2.6m

## Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	No	Yes	R4.0	94.7m <sup>2</sup>

## Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	2.4m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	E	0.6m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	E	2.3m	1.5m	No	DG	ALIMPR	HB	No	2.1m	2.1m	0.8m
4	E	1.5m	0.6m	No	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
5	E	1.5m	0.6m	No	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
6	E	1.5m	0.6m	No	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
7	E	1.8m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
8	N	2.0m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
9	E	0.6m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
10	E	2.0m	2.9m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
11	E	1.2m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
12	N	1.5m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
13	E	0.6m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m

## Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
10	E	2.0m	2.9m	0.0m	0.0m	0.0m	0.0m	1.8m	0.0m	1.8m	0.0m

## 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 ?      No  
Area of Heavyweight Mass      0m<sup>2</sup>  
Area of Lightweight Mass      0m<sup>2</sup>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

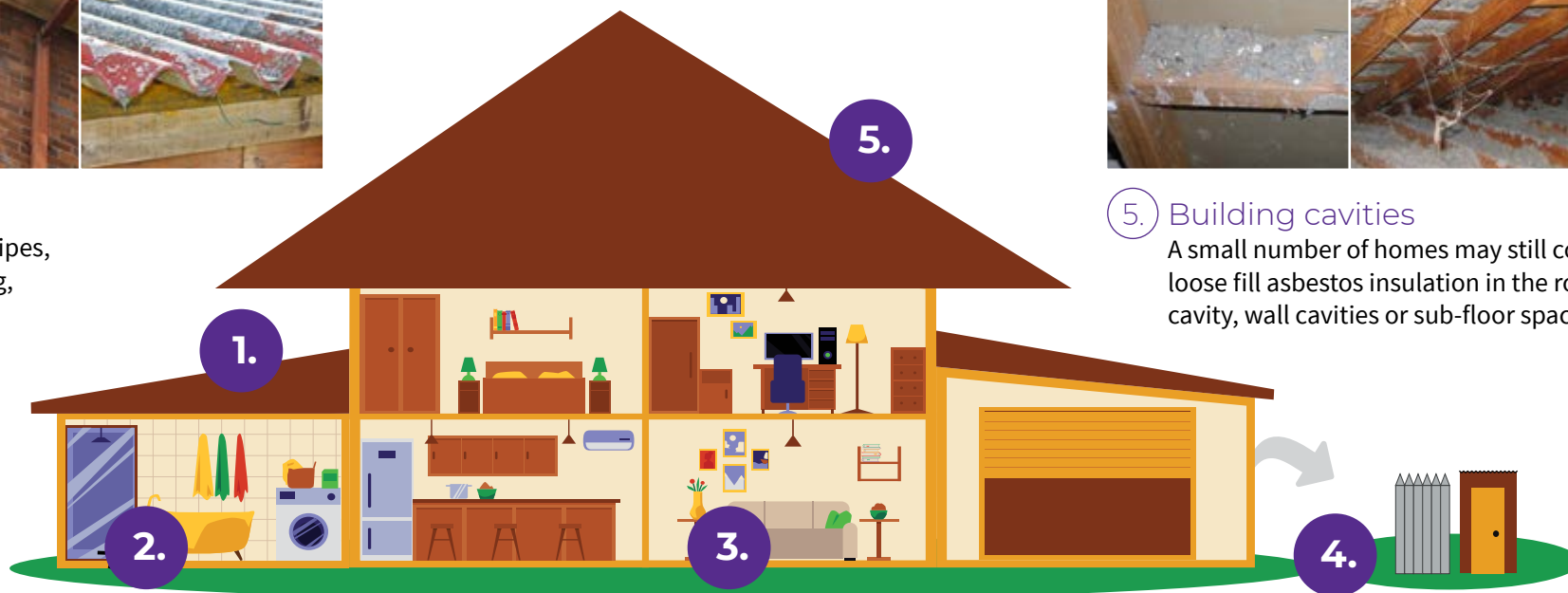
Unflued Gas Heaters      0  
Percentage of Windows Sealed      100%  
Windows - Average Gap      Small  
External Doors - Average Gap      Small  
Gaps & Cracks Sealed      Yes

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

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



1. Exterior  
roof sheeting, gutters, downpipes,  
ridge capping, eaves, cladding,  
electrical switchboards



5. Building cavities  
A small number of homes may still contain  
loose fill asbestos insulation in the roof  
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen  
wall and ceiling panels, vinyl floor tiles, backing for wall tiles  
and splashbacks, hot water pipe insulation



3. Internal areas  
wall and ceiling panels, carpet underlay,  
textured paints, insulation in domestic  
heaters



4. Backyard  
fences, sheds, garages, carports, dog kennels, buried or  
dumped waste, letterboxes, swimming pools

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

## Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

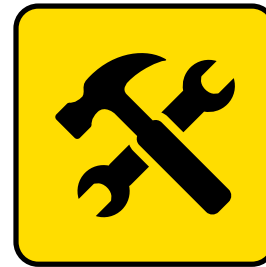
### Asbestos materials become dangerous when:



Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.



MR GORDON M GUNN  
UNIT 1  
88 DOORING ST  
DICKSON ACT 2602

Our reference: 7168982170648

Phone: **13 28 66**

13 April 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 GORDON,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411195635994
Vendor name	GORDON MURRAY GUNN
Clearance Certificate Period	13 April 2026 to 13 April 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](https://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.



FLTLT KIRSTEN L GUNN  
1/88 DOORING ST  
DICKSON ACT 2602

Our reference: 7169024904570

Phone: **13 28 66**

14 April 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 KIRSTEN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411195964441
Vendor name	KIRSTEN LEE GUNN
Clearance Certificate Period	14 April 2026 to 14 April 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](https://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.