

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		51	4138	1	47	Wright
		and known as 51/41 Philip Hodgins Street, Wright				
<b>Seller</b>	Full name	Agata Jadwiga Walsh				
	ACN/ABN					
	Address					
<b>Seller Solicitor</b>	Firm	Ammitoj Singh Legal				
	Email	ammitoj@aslegal.net.au				
	Phone	02 8622 4688	Ref AS:2026/046			
	DX/Address	GPO Box 1581, Canberra ACT 2601				
<b>Stakeholder</b>	Name	Hive Property Canberra Trust Account				
<b>Seller Agent</b>	Firm	Hive Property Canberra				
	Email	tom@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Tom Palmer			
	DX/Address	level 1/4 Campion Street, Deakin, ACT 2600				
<b>Restriction on Transfer</b>	<i>Mark as applicable</i>	<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>	<i>Mark one</i>	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
<b>Occupancy</b>	<i>Mark one</i>	<input type="checkbox"/> Vacant possession	<input checked="" type="checkbox"/> Subject to tenancy			
<b>Breach of covenant or unit articles</b>	Description <i>(Insert other breaches)</i>	As disclosed in the Required Documents and				
<b>Goods</b>	Description	Fixed Floor coverings, light fittings, window treatments as inspected				
<b>Date for Registration of Units Plan</b>						
<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 checked="" type="checkbox"/> Yes						
<b>Residential Withholding Tax</b>	New residential premises?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes		
	Potential residential land?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes		
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <small>(insert details on p.3)</small>		
<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)			<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance					
<b>Date of this Contract</b>						

<b>Co-Ownership</b>	<i>Mark one (show shares)</i>	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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**Read This Before Signing:** Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

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

## Seller Disclosure Documents

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

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

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

- Proposed plan
- Inclusions list

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

### Tenancy Summary

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

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

Name		Phone	
Address			

## RW Amount

(residential withholding payment) — further details

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

<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 *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 51 UP No. 4138  
Block 1 Section 47 Wright  
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## 1 SHUTDOWN PERIOD – ACT

### 1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 1 has the meaning given to it in this clause 1.1.

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

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

**WHO** means the World Health Organisation.

### 1.2 Shutdown period

In this clause 1 **Shutdown Period** means any day:

1.2.1 when any of the following is closed:

1.2.1.1 the ACT Law Society settlements room;

1.2.1.2 the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;

1.2.1.3 the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;

1.2.1.4 the place of business of the Seller's solicitor;

1.2.1.5 the place of business of the Buyer's solicitor;

1.2.1.6 the ACT Land Titles Office; or

1.2.1.7 the ACT Revenue Office,  
in accordance with any direction by a Government Department or Authority or company policy; or

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

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

### 1.3 Notice of closure

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

1.3.2 Either party may notify the other party of the end of the Shutdown Period.

1.3.3 Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

#### 1.4 Completion Extended

If Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3<sup>rd</sup> Business Day after the date of notification of the end of the Shutdown Period.

#### 1.5 Extension of Notice to Complete

If the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the 3<sup>rd</sup> Business Day after the date of notification of the end of the Shutdown Period.

#### 1.6 Extension of other notice

If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Business Day after the date of notification of the end of the Shutdown Period.

#### 1.7 Payment of damages

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

# **SPECIAL CONDITIONS**

## **1. AMENDMENTS TO THE PRINTED TERMS**

- 1.1. In printed terms clause 2.3, the words "electronic funds transfer" are added after the word "cheque".
- 1.2. In printed terms clause 2.6, the words "in cash (up to \$200)" are replaced with "by electronic funds transfer".
- 1.3. In printed terms clause 5.2, "7" is replaced with "14".
- 1.4. In printed terms clause 5.3, "14" is replaced with "7".
- 1.5. In printed terms clause 8.4, "Buyer solicitor" is replaced with "Seller Solicitor".
- 1.6. In printed terms clause 17.1.1 (a) "5%" is replaced with "\$1,000".
- 1.7. In printed terms clause 17.1.2 (a) "5%" is replaced with "\$1,000".
- 1.8. The relevant interest for printed term clause 22.1.1 is "0%"
- 1.9. The relevant interest for printed term clause 22.1.2 is "10%"
- 1.10. In printed terms clause 22.1.3, the words "party not at fault" is replaced by "the seller"
- 1.11. The relevant amount for clause 22.1.3 is "\$660".

## **2. CONDITION OF THE PROPERTY**

- 2.1. The buyer agrees to accept the property and any improvements or goods at the property in its present condition and state of repair.
- 2.2. Unless otherwise specified in this contract, the seller is not required to make any repairs or improvements to the property after the date of this contract.
- 2.3. The buyer must not delay completion, make any objections, requisitions or claims in relation to the condition of the property or any goods at the property.

## **3. REPRESENTATION**

- 3.1. The buyer agrees that they have conducted their own enquiries and that they do not rely on any representations, statements or warranties made by any person except as provided in this contract.
- 3.2. The buyer acknowledges that this contract comprises the entirety of their agreement in relation to the purchase of this property.

## **4. KEYS**

- 4.1. The seller must provide the buyer with keys to obtain access to the property.
- 4.2. The seller shall provide to the buyer all keys to the property in possession of the seller.
- 4.3. The buyer must not make claims, objections or requisitions in relation to the availability of any other keys.

## **5. REAL ESTATE AGENT**

- 5.1. The buyer warrants that they have not been introduced to the Seller or the property by any real estate agent other than the Seller's agent as listed on the Schedule of this contract.
- 5.2. The buyer agrees to indemnify the seller from any claims for commission, damages, compensation or any other costs arising as a result of the buyer being introduced to the property or the Seller by any real estate agent other than the Seller's agent as listed on the Schedule of this contract.
- 5.3. This clause will not merge on completion.

## **6. DEATH OR MENTAL INCAPACITY**

- 6.1. If either the buyer or the seller dies or if either of them become mentally incapable in any way such that they do not have capacity to complete the contract, either party may by written notice rescind the contract. If such a notice is provided detailing the

incapacity, clause 21 of the Printed Terms will apply.

## **7. ADJUSTMENTS**

- 7.1. If Completion does not occur on or before the date of completion as noted in the Schedule as a result of buyer's default, the buyer will be liable for all land charges including but not limited to general rates, water rates, land tax, body corporate levies from the date of completion as per the schedule notwithstanding anything in clause 8 of the printed terms.
- 7.2. The seller will be entitled to all Income in relation to the subject premises up to and including completion.

## **8. INCONSISTENCY**

- 8.1. In the event of an inconsistency between these special conditions and the printed terms, these special conditions will prevail, and the printed terms will be deemed void to the extent of the inconsistency.

## **9. ERROR**

- 9.1. If there are any errors in relation to the adjustments or otherwise in relation to payment of monies, both parties agree that once identified, the parties will do everything necessary to rectify all such errors.
- 9.2. Any outstanding monies as a result of the error will be deemed as a debt owed to the other party.
- 9.3. This clause will not merge at completion.

## **10. REQUIRED DOCUMENTS**

- 10.1. The buyer agrees that they have received all required documents from the seller as a part of this contract.
- 10.2. The buyer must not make any requisitions, objections, claim for compensation or delay completion as a result of any information or lack of information in the required documents.

## **11. DEFT PAYMENTS**

- 11.1. This clause is applicable if the buyer elects to use DEFT Auction pay platform to pay the deposit.
- 11.2. If the monies are not received in the stakeholder's account within one business day from the date of this contract, the buyer will be in breach of this contract and the seller may without notice choose to terminate the contract and clause 19 will apply.
- 11.3. A delay in exercising the right to terminate the contract as per Special condition 11.2 does not in any way affect the seller's right to terminate the contract at a later stage.
- 11.4. Until the Seller chooses to terminate the contract or waive their right to terminate, the contract will remain on foot.
- 11.5. The right to terminate under Special condition 11.2 can only be waived in writing.

## **12. DEPOSIT BOND**

- 12.1. Subject to Special conditions 12.2 & 12.3 below, the delivery of a Deposit bond or Bank guarantee upon or before making this contract to the Seller's solicitor or Seller's Agent, shall to the extent of the amount guaranteed under the guarantee be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- 12.2. The buyer must pay the amount stated on the guarantee or the deposit bond to the seller at completion of this contract or at a time stipulated in this contract.
- 12.3. If the Seller serves on the buyer a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the bank under the bank guarantee or deposit bond, the buyer shall forthwith pay the deposit or so much thereof as has not already been paid to the Stakeholder as stated in this contract.

- 12.4. The seller acknowledges that payment by the bank under the bank guarantee or by the provider under the deposit bond, shall to the extent of the amount paid, be in satisfaction of the buyer's obligation to pay the deposit under Special condition 12.3 above.
- 12.5. If the contract is not completed before the expiration of the term of the bank guarantee or the deposit bond, the buyer must provide to the sellers no later than three (3) days before the expiration date, a new bank guarantee or deposit bond as replacement. The obligation of the buyer to produce the replacement bank guarantee or deposit bond and the time for production of the replacement bank guarantee or deposit bond will be of essence of this contract, and if the buyer fails to do so, the seller may terminate the contract.

### **13. NO CAVEAT**

- 13.1. The buyer must not lodge a caveat on the title of this property prior to completion of this contract. This is an essential term of this contract.
- 13.2. The buyer hereby irrevocable appoints the seller and seller's nominated representative as Buyer's attorney to withdraw any caveat lodged on the title of this property in contravention of this clause.
- 13.3. The buyer must pay for any costs including but not limited to the Registration Fee, Seller's legal cost, Agent fee incurred as a result of contravention of Special condition 13.

### **14. DIRECTOR GUARANTEE**

- 14.1. If the buyer is a corporate entity, the directors of the buyer must execute and complete the directors guarantee attached to this contract.
- 14.2. If at the date of this contract, the directors guarantee is not signed by the all the Directors of the buyer, the buyer is in default and the seller may without notice terminate the contract. Printed term 19 will apply.
- 14.3. This is an essential term of the contract.

**ANNEXURE A – DIRECTORS GUARANTEE**

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

of \_\_\_\_\_ (address/s)

agree as follows:

1. I/we am/are a Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller
  - 2.1. The performance and observance by the Buyer of all its obligation under the Contract, before, on and after Completion of this Contract; and
  - 2.2. The payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
  - 3.1. My/our subsequent death, bankruptcy, liquidation or the subsequent death, bankruptcy, liquidation or any one (1) or more of the Buyer or the Buyer’s Directors;
  - 3.2. Any indulgence, waiver or extension of time by the Seller to the Buyer to me/us or to the Buyer’s Directors; and
  - 3.3. Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer’s Directors and without first exhausting the Seller’s remedies against the Buyer.
5. I/we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

**SIGNED, SEALED AND DELIVERED by the Buyer’s Director/s in the presence of**

Signature of Buyer’s Director

Signature of Witness

\_\_\_\_\_  
Name of Buyer’s Director

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Buyer’s Director

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Buyer’s Director

\_\_\_\_\_  
Name of Witness

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Wright Section 47 Block 1 on Deposited Plan 11055 with 180 units on Unit Plan 4138

Unit 51 (Class A) entitlement 73 of 10000, 3 subsidiaries

Lease commenced on 07/07/2015, terminating on 30/10/2112

### Proprietor

Agata Jadwiga Walsh

51/41 Philip Hodgins Street Wright ACT 2611

### REGISTERED ENCUMBRANCES AND INTERESTS

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

### Restrictions

Purpose Clause: Refer Units Plan

S.298 Planning and Development Act 2007: Compliance/Completion Cert Issued

Registered Date	Dealing Number	Description
21/07/2021	3089679	Mortgage to Westpac Banking Corporation (ACN: 007 457 141)

### *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
201323894	Development Application	12/07/2013	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	10/09/2013

### Description

MULTI DWELLING - 180 UNIT DEVELOPMENT. Construction of 180 units within ten (10) buildings. Proposal includes one four storey apartment building and one six storey apartment building both with basement car parking, and eight (8) two and three storey townhouse buildings. Site includes visitor car parking, three common open space areas and internal driveways.

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Wright Section 47 Block 1 on Deposited Plan 11055 with 180 units on Unit Plan 4138

Lease commenced on 30/06/2015, terminating on 30/10/2112

### COMMON PROPERTY

#### Proprietor

The Owners-Units Plan No 4138

C/- Grady Strata & Facilities, PO Box 3197 Manuka ACT 2603

### REGISTERED ENCUMBRANCES AND INTERESTS

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

#### Restrictions

Purpose Clause: Refer Units Plan

S. 20 Unit Titles Act 2001 - Subject to a Staged Development Approval: Released By 2019897

Registered Date	Dealing Number	Description
18/11/2015	2001673	Application to Note Special Resolution
19/05/2023	3221881	Application to Note Special Resolution

### *End of interests*

## ADMINISTRATIVE INTERESTS

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**ACT**  
Government

<b>Product</b>	Title Details
<b>Date/Time</b>	10/02/2026 09:32AM
<b>Customer Reference</b>	2026/046
<b>Order ID</b>	20260210000183
<b>Cost</b>	\$35.00

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Ch SR3221881 24/01/2023 10:01:18 Call S

LAND TITLES

ACT TERRITORY

REGISTRY

SPECIAL

3221881

REGISTRATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Contact Telephone Number	Customer Reference Number
Capital Settlement Services	gemy@settlementservices.com.au	0418 662 109	Grady

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2191:90	Wright	47	1	4138

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
House rules	18 October 2022

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 type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Sealed copy of Alternate Rules <input type="checkbox"/> Other (specify) -	

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

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

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

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

Signed By: <sup>LEA</sup> Lara Grady

<Name of certifying party>  
<Capacity of certifying party>  
STRATA MANAGER  
for: <Company name> Grady Strata and Facilities

on behalf of the Registered Proprietor/Managing Agent

WITNESSED:

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	19/05/2023

PANORAMA  
AT WRIGHT

NORTHPOINT  
PANORAMA - WRIGHT

Units Plan 4138  
41 Philip Hodgins Street  
WRIGHT

## Owners Corporation Rules

Residents and their guests are required to abide by these Rules, give consideration to others living at the complex and help to maintain the appearance and value of the complex.

The guiding principle behind these Rules is to provide owners and tenants a safe, secure, clean, peaceful place in which to live and reside.

## 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—

(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) the pet is not a dangerous animal as defined under the Domestic Animals Act 2000.
- (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 using the form approved by the Executive Committee, that the animal is being kept within the unit.

#### **1.6 Assistance animals**

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

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

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

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

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

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

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

#### **1.10 Noise**

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

- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

### **1.11 Illegal use of unit**

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

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

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules;
  - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
  - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
  - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

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

### **1.13 Appearance**

- (1) A unit owner or occupier must maintain their respective Unit/s in good order so that other Unit/s are not adversely affected in terms of hygiene, appearance and value. In order to do so residents must not:
  - (a) drape rugs, mats, sheets, blankets, clothing, etc. over balcony railings.
  - (b) use their balconies as a storage area.
  - (c) install a fitting (e.g a hard or soft blind or awning or screen) to an external balcony wall, balustrade, railing, roof or courtyard without the express permission of the Executive Committee.
  - (d) cause an inconvenience to other residents with the use of BBQ's in courtyards or on balconies.

- (e) Erect a permanent clothesline in a courtyard without the express permission of the Executive Committee.
- (2) A unit owner or occupier should be aware that the Owners Corporation spends a considerable amount of its funds on cleaning. Members can assist in reducing cleaning expenditure by helping to keep the Common Areas clean and free from litter and damage.

#### **1.14 Vehicles & Parking**

- (1) A unit owner or occupier must abide by the following regarding vehicle & parking use, ensuring that they:
  - a) only park their vehicles in their own allocated car space/s.
  - b) not block access to other residents' car space/s.
  - c) give way to pedestrians in the car parking areas.
  - d) abide by a 10kmpb speed limit that is in place for all car parks and common driveways.
  - e) clean up any of their oil spills and, if required, use an oil drip tray.
  - f) not use car spaces allocated to other owners or tenants without prior consent.
  - g) not permit visitors or guests to use car spaces that they do not own or lease.
  - h) not park their vehicle/s in the disability access striped areas within the car park.
  - i) not allow children to use the car park to ride bicycles or play.
  - j) not wash their vehicle in the car park or on the common property.
  - k) not use fire hydrants to clean vehicles at any time.
  - l) not grant permanent or long term usage of visitor parking spaces.
- (2) A unit owner or occupier must ensure that they and their visitors and guests do not park on the Common Property at any time, especially in locations that are designated as 'No Parking' via signage or line marking.
- (3) Residents should note that Panorama has provision for many visitor and guest parking spaces, however owners and occupiers may only invite their guests and visitors to utilise these car spaces for short periods of time. Any parking in the visitor parking spaces on Common Property by owners and occupiers should be brought to the attention of the Executive Committee.

#### **1.15 Disposal of Waste and Recycling**

- (1) A unit owner or occupier must ensure that when disposing of waste that they:
  - a) bag and tie household garbage in suitable bags prior to placing the material in the waste bins.

- b) recycle material where possible, ensuring that recycling is not bagged in plastic bags.
- c) reduce the size of recyclable material where possible by collapsing boxes.
- d) not place dangerous chemicals, or bio-hazardous materials, in the waste bins.
- e) not leave garbage or recycling anywhere other than the bins provided in the bin enclosure.
- f) not dump items or materials in the garbage or recycling bins or the bin enclosure that are not able to be disposed of in these bins. These items include, but are not limited to: white goods, furniture, mattresses, bedding, car batteries, garden tools, garden machinery, workshop or building tools, brown goods, vacuum cleaner, computers or computer equipment, electrical products, heater, coolers, office equipment, construction or demolition waste, wooden items, or hard metal items. These items must be disposed of by residents in appropriate government collection areas and if dumped may result in costs for disposal being recovered from the unit owner.
- g) not dispose of personal hygiene products or excess fat via the sewerage system.

#### **1.16 Vandalism and Damage**

- (1) A unit owner or occupier must:
  - a) not wilfully damage any part of the Common Areas.
  - b) report vandalism or significant damage to the Executive Committee or Strata Manager.
- (2) If determinable a unit owner or occupier who has caused damage, or whose Guest or Visitor has caused damage, is liable to reimburse the Owners' Corporation for any expenses that it incurs in rectifying the damage.

#### **1.17 Security & Safety**

- (1) A unit owner or occupier must:
  - a) not interfere with the operation of security doors, fire doors, gates, and vehicle access equipment
  - b) not knowingly allow unknown or unauthorised persons entry into the building (including access to the carpark).
  - c) report all security incidents to the Executive Committee or Strata Manager.
- (2) In the interest of maintaining the security of the Complex, all residents and their Guests/Visitors must ensure the security doors are closed firmly after entering or leaving the buildings or gates. It is unacceptable to prop, alter or tamper with ANY door or gate. Any person found interfering with the security system will be prosecuted. **Please note:** if you are locked out of the complex, the Owners Corporation is unable to provide after-hours access.

### **1.18 Smoking**

- (1) A unit owner or occupier must not:
  - a) Smoke in any of the Common Areas
  - b) Discard cigarette butts or ash over balconies or in any part of the Common Areas
  - c) Allow smoke from cigarettes, cigars or pipes to enter the common property or another unit.

### **1.19 General**

- (1) A unit owner or occupier must:
  - a) take responsibility at all times for the behaviour and actions of their Guests/Visitors
  - b) not bring shopping trolleys into the complex including inside the buildings, on the common property or surrounding gardens/grassed areas
  - c) not use common area utilities, such as water and electricity, for their own private purposes
  - d) not grant Guests/Visitors permission to use common area utilities
  - e) not enter, break into, interfere with, or utilise Out of Bounds Common Areas unless expressly authorised by the Executive Committee
  - f) ensure that no items are disposed of over their balcony which are reasonably expected to land on another person's balcony or the common property. All water must be disposed of down the drains located in the apartments or on the balcony.
- (2) Residents should remain mindful that:
  - a) Use of the common areas and common property is shared and all Residents/Owners have equal rights to use them.
  - b) Residents and or Guests/Visitors must not behave in a way that controls the space and deters other Residents from rightfully using these common areas.
  - c) Common area utilities are for the express purpose of maintaining the complex and are funded by the Owners Corporation.
  - d) There are Out of Bounds Common Areas. These areas have been locked to prevent access primarily for safety or legislative reasons. These areas include the roof space, external/internal walls, storage cabinets, electrical cabinets, fire alert panels, and communications cabinets. Any person found entering, breaking into, interfering with, or utilising Out of Bounds Common Areas will be prosecuted.

### **1.20 Real Estate & Other Signage**

- (1) A unit owner or occupier must:
  - a) not display from external windows signs without the express permission of the Executive Committee

- b) not erect any sign in the Common Areas or the verge of the property without the express permission of the Executive Committee
  - c) not grant Real Estate agents, or any other agents, permission to erect any sign without the express permission of the Executive Committee
  - d) remove all signs upon the sale or lease of the relevant property where the Executive Committee has granted approval
- (2) 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/rent.

**1.21 Recovery of Legal Fees**

- (1) If the Owners' Corporation incurs legal fees as result of the conduct of an Owner (including for the recovery of a debt owed to the Owners' Corporation), the Owner shall be liable to pay to the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation in undertaking the legal action against the Owner.



**Annual General Meeting  
'PANORAMA APARTMENTS'  
41 PHILIP HODGINS STREET, WRIGHT**

Held at The Hellenic Club, Matilda St, Phillip on the **18<sup>th</sup> of October 2022 at 6.00pm.**

As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Present:** Representatives for Lots: 6, 18, 19, 22, 31, 33, 40, 41, 42, 47, 52, 63, 72, 94, 112, 123, 145, 147, 170, 179.

**Proxies:** Representatives for Lots: 18, 19.

**Absentee Voting Forms for Lots:** 7, 24, 39, 53, 102, 135, 171.

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Mr Allan Ryan, Chair of the Executive Committee, assumed the role of Chair of the Annual General Meeting.

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members to the meeting and provided a brief outline of works undertaken by the Executive Committee during the year including implementation of bulky waste collections, lighting replacements, ongoing preventative maintenance works to various assets, car park cleaning, inaccessible window cleaning, carpet cleaning, tile cleaning and ongoing plant replacements and upgrades.

## **MINUTES**

### **ITEM 1 - MINUTES**

**Motion 1:** *"That the Owners Corporation adopt the 2021 Annual General Meeting Minutes as provided."*

**Motion Carried**

## **FINANCIAL STATEMENTS AND REPORTS**

### **ITEM 2 - FINANCIALS**

**Motion 2:** *"That the Owners Corporation adopt the audited financial statements for the financial year ended 30 June 2022."*

**Motion Carried**

## **2022-23 BUDGET**

### **ITEM 3 – BUDGET**

**Motion 3:** *"That the Owners Corporation adopts an administrative budget of \$329,017.75 (Plus GST) and that a contribution be determined to the Administrative Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 18 November 2022, 1 January 2023, 1 March 2023 and 1 June 2023."*

**Motion Carried**



**Motion 4:** "That the Owners Corporation adopts a Sinking Fund expenditure budget of \$166,760.80 (Plus GST) and that a contribution of \$170,766 (Plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 18 November 2022, 1 January 2023, 1 March 2023 and 1 June 2023."

**Motion Carried**

#### ITEM 4 – PANORAMA BUDGET

**Motion 5:** "That the Owners Corporation adopts a **Panorama (Units 1-40)** administrative budget of \$35,508.81 (Plus GST) for the 2022/2023 financial year and strike levies against all **Panorama (Units 1-40)** units on a unit entitlement basis to fall due on 18 November 2022, 1 January 2023, 1 March 2023 and 1 June 2023."

**Motion Carried By Special Resolution**

#### ITEM 5 – NORTHPOINT BUDGET

To receive, consider and adopt the proposed **Northpoint (Units 86-180)** administrative budget of \$57,452.36 (Plus GST) for the 2022/23 financial year as supplied.

**Motion 6:** "That the Owners Corporation adopts a **Northpoint (Units 86-180)** administrative budget of \$57,452.32 (Plus GST) for the 2022/2023 financial year and strike levies against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 18 November 2022, 1 January 2023, 1 March 2023 and 1 June 2023."

**Motion Carried By Special Resolution**

### INSURANCE

#### ITEM 6 – POLICY NOTATION AND RENEWAL

**Motion 7:** "That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4138 in accordance with the attached Certificate of Currency provided by CHU Insurance and agree for the policy to be adjusted on renewal in consultation with the Executive Committee"

**Motion Carried**

#### ITEM 7 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that the only ongoing claim relates to an alleged trip and fall on the steps to the Panorama Building which is being handled by the Owners Corporation's insurers lawyers. The meeting noted that the Owners Corporation will not receive a safety review report as a result of the current ongoing matter.

### ELECTION OF EXECUTIVE COMMITTEE

#### ITEM 8

**Motion 8:** "That the Owners Corporation agree to create 8 Executive Committee positions and appoint Alan Ryan, Mark Zezulka, Kara Franklin, Kristine Bundell, Greg Chambers, Scott Sindell, Chris Dickie, Daniel Joller to stand as Executive Committee members until the next Annual General Meeting"

The meeting noted that the owner of Unit 31 is happy to join the Executive Committee if any members resign during the year.

**Motion Carried By Special Resolution**

**ITEM 9**

The meeting noted that the only delegations in existence at the property are between Grady Strata and the Owners Corporation via contract, which is available upon request.

**LEGAL ACTION**

**ITEM 10 – CEASING KERIN BENSON LEGAL ADVICE GENERALLY**

The meeting noted that whilst the proposed motions to be considered in relation to this matter would result in the Owners Corporation not seeking further legal advice to pursue Empire Global for rectification of alleged defects via the Court system, this would not be permanent in nature if Owners wished to raise the matter at a later time.

**Amended Motion 9:** *“That the ‘Owners – Units Plan No. 4138’ AGREES to cease, at the present time, any further legal advice to take Empire Global (builder) to court to receive damages regarding defects at 41 Philip Hodgins Street, Wright.”*

**Motion 10:** *“That the ‘Townhouse Owners (buildings B-G)’ RESOLVES, for avoidance of any doubt and to ensure that any issue said to arise under or in connection with section 2.5 of Schedule 2 of the Unit Titles Management Act 2011 (ACT), that the owners corporation authorise to,*

***Option (a):** Investigate the number of Townhouse Owners that fall within the statutory warranty period and what defects, if any, are located at those Townhouses. This is information gathering only by Grady at no additional cost.*

AND

***Option (b):** Following Motion 10(a) to approve and ratify the seeking of advice and Services from Kerin Benson Lawyers (and such other parties as may be necessary) in relation to Townhouse building defects at 41 Philip Hodgins Street, Wright, ACT, for the individual owners to progress through legal action to receive damages from the Builder.”*

**Motion 10a and 10b Failed**

**ITEM 11 – INCORPORATING DEFECTS INTO THE SINKING FUND PLAN**

**Motion 11:** *That the ‘Owners – Unit Plan No. 4138’ AGREES for the Owners Corporation to incorporate significant outstanding defects into the Sinking Fund Plan during 2022 to remedy the following outstanding defects. The list of significant defects for inclusion are:*

**Northpoint**

- Tiling waterproofing on balconies
- Basement water leakage issues

**Townhouses**

- Tiling waterproofing on balconies

**Panorama**

- Tiling waterproofing on balconies
- Basement water leakage issues”

**Motion Carried**



**Motion 12:** That the 'Owners – Unit Plan No. 4138' AGREES IN PRINCIPLE, subject to approval of an updated Sinking Fund Plan at the 2023 AGM, how the ongoing costs to remedy outstanding defects will be paid.

**Option (a):** The costs are distributed evenly between all owners regardless of where the defects are located, or;

**Option (b):** The costs are distributed between owners based on the location of the defects (Panorama, Townhouses, Northpoint).

**Motion Carried**

## **BUILDING MAINTENANCE**

### **ITEM 12 – STRUCTURAL DEFECTS**

The meeting noted that repairs to the structural issues identified in the Panorama (Units 1-40) building are underway via Empire Global and WSP (engineering firm), however details have not been provided by Empire as to who is signing off on the works being undertaken as yet. The meeting agreed for the managing agent to follow up with Empire for these details.

The meeting noted that some damage has been caused to the Common Property during the structural works in the Panorama (Units 1-40), however a dilapidation report was not completed before the works commenced. The meeting agreed for Grady Strata to follow these issues up with Empire Global to request repairs are completed.

### **ITEM 13 – MAINTENANCE PLAN**

The meeting noted that a new Sinking Fund Plan would be drafted in accordance with Motion 12 (a) and (b), and that a Maintenance Plan would be drafted alongside the Sinking Fund Plan for consideration of Owners at the 2023 Annual General Meeting. The meeting further noted that a programmed maintenance register for monthly, quarterly, six-monthly and annual maintenance tasks was already provided via Grady Strata.

### **ITEM 14 – FIRE SAFETY REVIEW**

The meeting noted that there is no known flammable cladding affixed to the building, with all cladding identified as 'Innowood' cladding manufactured by 'InnoClad' which is a non-filled product.

The meeting noted that all fire protection assets in the building are presently serviced by Form1 Fire in accordance with the relevant Australian Standards.

### **ITEM 15 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)**

The meeting noted that there are some gaps in plantings along the Swallowtail Drive wall, which was planted out by Corporate Gardens some time ago to protect it from vandalism. The meeting agreed for the Committee to follow up for costs for additional plants to fill the gaps.

The meeting noted that there are birds often perched on the framing around the balcony of Unit 40 and agreed for the Managing Agent to request installation of bird spikes from the window cleaners when next on-site.

The meeting agreed to consider the addition of conversion from gas hot water to electric hot water systems for the high-rise properties in the next Sinking Fund Plan revision.

The meeting requested that the Committee seek costs for installation of an additional mirror to cover the ramp from the Northpoint basement car park when exiting the Northpoint visitor parking area.

The meeting requested that the Committee seek quotes for the installation of a small awning to cover the front entry to the Northpoint building so residents do not get wet when seeing guests.

The meeting noted that there are ongoing issues with errant parking around the complex, however gazetting the land to allow the ACT Government to enforce errant parking is generally no longer approved by the ACT Government. The meeting further noted that Wilson Parking has been considered in the past as an alternative, however the cost of implementing this solution was found to be prohibitive.

## **RULE UPDATE**

### **ITEM 16 – RULE UPDATE**

**Motion 13:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to adopt the updated Rules as provided with the 2022 Annual General Meeting Package.”*

***Motion Carried By Special Resolution***

## **GENERAL BUSINESS**

### **ITEM 17 – HANDRAIL INSTALLATION**

**AMENDED Motion 14:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote QT01349 from Prestige Metal Works in the sum of \$1,500 + GST to install a handrail to the steps at the front of the Panorama building (Units 1-40), noting that the installation of this handrail does not confirm compliance, nor indicate noncompliance with either the National Construction Code or the Disability Discrimination Act. If approved, the cost of the accepted quote is to be paid from the surplus funds held in the Panorama (Units 1-40) fund.”*

The meeting noted that the request for a handrail was put forward by a resident of a unit in the Panorama building, with the original request including the installation of a ramp to the front entry of the property. The meeting noted that the installation of a handrail will not necessary ensure compliance with the NCC or DDA and that there is a ramp entry at the other end of the building.

***Motion Failed***



**ITEM 18 – NORTHPOINT CCTV INSTALLATION**

**Motion 15a:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote 5403 from Control by Integration (CXI) in the sum of \$25,547.36 + GST to install a 11 camera CCTV System to provide surveillance of the main building entries of the Northpoint Building basement, ground floor and first floor. Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$25,547.36 against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 18 November 2022 and 1 February 2023.”*

**Motion Rescinded**

**Motion 15b:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote 2289 from ICU Security Cameras in the sum of \$18,985 + GST to install a 15 camera CCTV System to provide surveillance of the main building entries of the Northpoint Building basement, ground floor and first floor. Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$18,985 + GST against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 18 November 2022 and 1 February 2023.”*

**Motion Carried By Special Resolution**

**Motion 15c:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote QU-0164 from Metro Electrical & Security in the sum of \$15,550 + GST to install a 15 camera CCTV System to provide surveillance of the main building entries of the Northpoint Building basement, ground floor and first floor. Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$15,550 + GST against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 18 November 2022 and 1 February 2023.”*

**Motion Rescinded**

**ITEM 19 – GARBAGE ROOM DOOR AUTOMATION**

**Motion 16:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote 7013 from BLE Auto Doors in the sum of \$1,135 + GST to install a motorised roller door motor with pin pad to the roller door nearest to the Panorama (Units 1-40). Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$1,135 + GST against all units on a unit entitlement basis to fall due on 18 November 2022 and 1 February 2023.”*

The meeting noted that this request had been placed on the agenda by a resident of the Panorama building, however a similar cost is applicable across all waste rooms if wanting to automate these doors. The meeting noted that the installation of automated doors would not necessarily reduce dumping of illegal items as this is often the fault of residents and that can collection from the recycling bins was not a present issue of concern.

**Motion Failed**

**ITEM 20 – GUTTER GUARD SINKING FUND PLAN MODIFICATION**

**Motion 17:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to modify the Sinking Fund Plan to allow \$47,178.43 + GST for the installation of gutter-guard to all gutters including box gutters around the complex.”*

The meeting noted that there are ongoing issues with birds pulling out insulation and dropping it around the property, most often during nesting seasons over the past several years. A quote from GE roofing has been received, with additional quotes being sought, to install gutter-guard to prevent this issue in future however costs would need to be allowed in the Sinking Fund or additional levies raised to fund the quoted cost.

***Motion Carried By Special Resolution***

*Meeting Closed at 8:00PM*



**ACT**

Government

Justice and Community Safety

OFFICE OF REGISTRATION  
ACT Justice and Community

LAND TITLES



SR\$2001673

10/11/2015 14:40

**SPECIAL RESOLUTION  
BY OWNERS CORPORATION**

**2001673**

Form 094 - SR

Land Titles Act 1925

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
Civium Strata	17-23 Townshend Street, PHILLIP ACT 2606	02 6162 0681

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2191/9 2119-27	Wright	47	1	4138

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

Amendment of Rule 4 as agreed via a Special Resolution as per the enclosed document  
Registration of Rules as agreed via a Ordinary Resolution as per the enclosed document

**SUPPORTING DOCUMENTATION**

(Please tick appropriate item – Original signed copy must be supplied)

- Sealed copy of Minutes of Meeting
- Sealed copy of Resolution/Motion
- Other (specify) -

**COMMON SEAL OF OWNERS CORPORATION**

(Seal must be affixed)



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

Signature	Signature
Full Name JARROD SMITH	Full Name JOSH JASNOS
Address 17-23 Townshend Street, PHILLIP ACT 2606	Address 17-23 Townshend Street, PHILLIP ACT 2606
Office Held Civium Strata : Divisional Manager	Office Held Civium Strata Senior Strata Manager

**OFFICE USE ONLY**

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	18 NOV 2015

**“PANORAMA”**  
**Owners Corporation Rules**  
**Unit Plan 4138      41 Philip Hodgins Street WRIGHT**

Residents and their Guests and Visitors are required to abide by these rules, give consideration to others living at the complex and help to maintain the appearance and value of the complex.

The guiding principle behind these additional Owners Corporation Rules is to:

*Provide Owners and Tenants a safe, secure, clean, peaceful place in which to live and reside.*

**Noise**

Residents must

- keep noise to a minimum at all times, particularly between the hours of 10:00pm and 7:00am
- reduce noise levels immediately upon request by an Owner, Tenant, Guest or Visitor
- keep noise in the Car Park to a minimum

*Things to Consider with Respect to Noise*

*Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Residents should be mindful that noise penetrates into other units. This includes, but is not limited to, shouting, talking loudly, loud music or TV volume, and washing machines/dryers.*

*Unit Owners and Tenants are responsible at all times for the noise made by their Guests/Visitors*

**Smoking**

Residents must

- not smoke in any of the Common Areas
- not discard cigarette butts or ash over balconies or in any part of the Common Areas

*Things to Consider about the Smoking Rules*

*Common Areas include the foyers, hallways, driveways, podium Car Park, or basement Car Park.*

**Unit Appearance**

Residents must

- maintain their respective Unit/s in good order so that other Unit/s are not adversely affected in terms of hygiene, appearance and value
- not drape rugs, mats, sheets, blankets, clothing, etc. over balcony railings
- not use their balconies as a storage area
- not install a fitting (e.g. a hard or soft blind or awning or screen) to an external balcony wall, balustrade, railing, roof or courtyard without express permission from the Executive Committee
- not cause an inconvenience to other Residents with the use of BBQ's in courtyards or on balconies

*Things to Consider about Unit Appearance*

*The Owners Corporation spends a considerable amount of its funds on cleaning. Members can assist in reducing the cleaning expenditure by helping to keep the Common Areas clean and free from litter and damage. Residents wishing to erect a permanent clothes line in a courtyard may apply to the Executive Committee, in which case the application will be dealt with as an alteration to the Unit.*



## Vehicles and Parking

### Residents must

- only park their vehicles in their own allocated Car Space/s
- not block access to other residents Car Space/s
- give way to pedestrians in the Car Parking areas
- observe the 10 Kph speed limit within the Car Park
- clean up any of their oil spills and, if required, use an oil spill tray
- not use Car Spaces allocated to other Owners or Tenants without prior consent
- not permit Visitors or Guest to use Car Spaces that they do not own or lease
- not park their vehicle on the disability access striped areas within the Car Park
- not to allow children to use the Car Park to ride bicycles or play games
- not wash their vehicle in the Car Park
- not use fire hydrants to wash vehicles
- not grant permanent or long term usage of visitor car parking spaces

### *Things to Consider about Vehicles and Parking*

*Panorama has provision for Visitor and Guest parking. Owners and Tenants may Invite Guests and Visitors to utilise these Car Spaces for short periods of time. Any period greater than 24 hours should be brought to the attention of the Executive Committee.*

## Garbage and Recycling

### Residents must

- bag and tie household garbage in suitable bags prior to placing the material in the waste bins
- recycle material where possible - recycle material does not need to be bagged
- reduce the size of recyclable material where possible (e.g. collapse boxes)
- not place dangerous chemicals, or bio-hazardous materials, in the waste bins
- not leave garbage or recycling anywhere other than the bins provided in the bin enclosure
- not dump items or materials such as (but not limited to); *white goods, furniture, mattresses, bedding, car batteries, garden tools, garden machinery, workshop or building tools, brown goods, vacuum cleaner, computers or computer equipment, electrical products, heater, coolers, office equipment, construction or demolition waste, wooden items, or hard metal items* in the garbage or recycling bins or the bin enclosure or anywhere else on the complex. These items should be disposed of by residents at appropriate Government collection areas. Dumping within the complex is prohibited and fines will apply for residents who are found to be dumping.

### *Things to Consider about Garbage and Recycling*

*Garbage bins and recycling bins are located in the bin enclosure at the entrance of the carpark.*



## **Vandalism and Damage**

Residents must:

- not wilfully damage any part of the Common Areas
- report vandalism or significant damage to the Executive Committee

### *Things to Consider about Vandalism and Damage*

*If determinable - the Resident or Owner who has caused damage, or whose Guest or Visitor has caused damage, is liable to reimburse the Owners' Corporation for any expenses that it incurs in rectifying the damage.*

## **Animals/Pets**

Residents must:

- register their pet/s with the Owners Corporation
- be responsible for their pet/s at all times
- comply with the additional requirements outlined in the **Pet Registration Form**
- keep their pet/s physically restrained and kept under control at all times whilst in the Common Areas
- Clean up after their pet/s if it makes a mess in the Common Areas

### *Things to Consider about Animals/Pets*

***Pet Registration Forms** are available from the Executive Committee upon request.*

## **Security and Safety**

Residents must:

- not interfere with the operation of security doors, fire doors, gates, and vehicle access equipment
- not knowingly allow unknown or unauthorised persons entry into the building (including access to the carpark)
- report all security incidents to the Executive Committee

### *Things to Consider about Security and Safety*

*In the interest of maintaining the security of the Complex, all residents and their Guests/Visitors must ensure the security doors are closed firmly after entering or leaving the buildings or gates. It is unacceptable to prop, alter or tamper with ANY door or gate. Any person found interfering with the security system will be prosecuted.*

*Please note: if you are locked out of the complex, the Owners Corporation does not provide after-hours access.*



## General

### Residents must

- take responsibility at all times for the behaviour and actions of their Guests/Visitors
- not bring shopping trolleys into the complex including inside the buildings, on the common property or surrounding gardens/grassed areas
- not use common area utilities, such as water and electricity, for their own private purposes
- not grant Guests/Visitors permission to use common area utilities
- not enter, break into, interfere with, or utilise Out of Bounds Common Areas unless expressly authorised by the Executive Committee

### *Things to Consider about the General Rules*

*Use of the common areas and common property is shared and all Residents/Owners have equal rights to use them. Residents and or Guests/Visitors must not behave in a way that controls the space and deters other Residents from rightfully using these common areas.*

*Common area utilities are for the express purpose of maintaining the complex and are funded by the Owners Corporation.*

*There are Out of Bounds Common Areas. The areas have been locked to prevent access primarily for safety or legislative reasons. The areas include the roof space, external/internal walls, storage cabinets, electrical cabinets, fire alert panels, and communications cabinets. Any person found entering, breaking into, interfering with, or utilising Out of Bounds Common Areas will be prosecuted.*

## Real Estate and Other Signs

### Residents must

- not display from external windows signs without the express permission of the Executive Committee
- not erect any sign in the Common Areas or the verge of the property without the express permission of the Executive Committee
- not grant Real Estate agents, or any other agents, permission to erect any sign without the express permission of the Executive Committee
- remove all signs upon the sale or lease of the relevant property where the Executive Committee has granted approval

### *Things to Consider about Real Estate and Other Signs*

*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/rent.*

## Legal Fee Recovery

If the Owners' Corporation incurs legal fees as result of the conduct of an Owner (including for the recovery of a debt owed to the Owners' Corporation), the Owner shall be liable to pay to the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation in undertaking the legal action against the Owner.



# OWNERS UNIT PLAN – 4138

“PANORAMA” 41 Philip Hodgins Street WRIGHT ACT 2611

## Pet Registration Form

Resident(s): \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Type of pet:

Cat                       Dog                       Rabbit                       Other (specify): \_\_\_\_\_

Pet(s) is spayed/neutered (please attach proof)

Pet(s) is up to date on immunisations (please attach proof)

Pet’s physical description (list size, age, weight, breed, etc.): \_\_\_\_\_

Location of Unit \_\_\_\_\_

<b>Emergency Contact</b>
Name: _____
Address: _____
Phone number (s): _____

<b>Veterinarian</b>
Name: _____
Clinic/Address: _____
Phone number (s): _____

### Declarations

*Resident(s) declare the above information to be correct and agree to abide by the established Pet Policy.*

\_\_\_\_\_  
Signed (Resident)/Date

*Body Corporate grants approval to keep pet(s) described above.*

\_\_\_\_\_  
Signed (Managing Strata)/Date





**MINUTES OF  
FIRST ANNUAL GENERAL MEETING 2015**

**OWNERS UNIT PLAN – 4138**

**“PANORAMA”**

**41 Philip Hodgins Street**

**WRIGHT ACT 2611**

Held On:

Wednesday, 23 September 2015 5:30 PM

Location:

17 - 23 Townshend Street, PHILLIP ACT 2606



# FIRST ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNITS PLAN 4138

**Present** Ms R Kelly (5) Ms K Franklin (6), Ms J Sanders (7) Mr M Piper (11)  
Mr D Aungles (12) Mr M Rahman (17) Mr M Zezulka (18) Mr C Estay(24)  
Mr N O'Reily (25) Ms S Palmer (29) Ms A Bain (31) Mr Carden & Ms Mckinnon (40)  
Mr A Ryan & Ms L Ryan (41) Ms F Granville-Edge (42)  
Mr Stone & Ms N Clarke (43) Mr J & C Boulokos (46) Ms K Blundell (47)  
S Kimber & H Brindell (50) Ms K Smith (52) Ms M Way & Mr P Milne (53)  
Mr A Black & Ms A Biffin (55) Mr D Linder (57) Mr I Barges (58) Mr J Roper (59)  
Mr M Ku (65) Mr N Gee (76) Ms R Schuman (77) Ms C O'Connor (83)  
Ms J Belijanski (85)  
Mr J Jasnos & Ms S Rawlings (Civium Strata)


**Proxy** Ms E Semple (45) Mr B Chowdhury (74) Mr E Rehwinkel & Ms D Buecher (82)

**Chairman** Mr A Black (55)

As a standard quorum was not present the decisions taken at the meeting were Reduced Quorum decisions in accordance with Sch 3 Part 3.1 s 3.11 of the Unit Titles (Management) Act 2011.

Motion No.	Motion for Consideration
<b>1</b>	<b>ELECTION OF CHAIRPERSON (ORDINARY RESOLUTION)</b>
	Mr A Black was elected chairperson for the meeting followed by the acceptance of proxy votes.
<b>2</b>	<b>INSURANCE VALUATION (ORDINARY RESOLUTION)</b>
	That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation and consultation with the Executive Committee. <p style="text-align: right;"><b>Motion Carried</b></p>
<b>Note</b>	<i>It was agreed by the owners present to obtain a professional building valuation to ensure the building is adequately insured for the correct value. It was agreed that upon completion of Stage 3 in late 2016, a second valuation be obtained to ensure the building is adequately insured for the correct value.</i>
<b>3</b>	<b>INSURANCE RENEWAL (ORDINARY RESOLUTION)</b>
	That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Strata People be authorised to effect the statutory and additional insurance of the Owners Corporation. <p style="text-align: right;"><b>Motion Carried</b></p>
<b>Note</b>	<i>It was agreed by the owners present the managing agent obtain 3-5 quotations for the insurance of the building and forward to the executive committee for consideration and direction. The managing agent advised that all unit owners must have their own contents insurance as the body corporate insurance does not cover individual unit window coverings, carpets, personal possessions etc.</i>



4	<p><b>ELECTION OF EXECUTIVE COMMITTEE (ORDINARY RESOLUTION)</b></p> <p>RESOLVED that the number of members elected to the Executive Committee be 7</p> <ul style="list-style-type: none"> <li>• Ms J Sanders (7)</li> <li>• Mr M Piper (11)</li> <li>• Ms M Kuleas (35)</li> <li>• Ms J Mckinnon (40)</li> <li>• Mr A Francis (41)</li> <li>• Mr A Black (55)</li> <li>• Mr J Roper (59)</li> </ul>
Note	<p><i>It was agreed by the owners present upon completion of stage 3 a review of the committee members will be undertaken to ensure a balance of committee members between all stages.</i></p>
5	<p><b>RULE AMENDMENT (ORDINARY RESOLUTION)</b></p> <p>That the Owners Corporation amend Rule 4 to read as follows;</p> <p>4 Erections and alterations  (1) A unit owner shall not, except in accordance with the written permission given by the Executive Committee, and in accordance with the provisions of any law in force in the Territory applicable in the circumstances, erect or alter any structure in or on the unit or the common property.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
6	<p><b>FINANCIAL STATEMENTS AND ACCOUNTING RECORDS</b></p> <p>Financial statements for the period 07/07/2015 – 04/09/2015 are enclosed.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
7	<p><b>SINKING FUND FORECAST (ORDINARY RESOLUTION)</b></p> <p>That the Owners Corporation obtains a professional 10 year Sinking Fund forecast to be arranged by the Managing Agent.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
8	<p><b>PET REQUEST UNIT 55</b></p> <p>That the Owners Corporation approves consent to the owners of unit 55 to keep one dog at the unit.  The details of the pet are as follows;</p> <ul style="list-style-type: none"> <li>• Border Collie</li> <li>• 11 years old</li> <li>• Female</li> <li>• Desexed</li> <li>• Obedience trained.</li> </ul> <p style="text-align: right;"><b>Motion Carried</b></p>
9	<p><b>PET REQUEST UNIT 45</b></p> <p>That the Owners Corporation approves consent to the owners of unit 45 to keep one dog at the unit.  The details of the pet are as follows;</p> <ul style="list-style-type: none"> <li>• Breed: Havanese (Bichon Friese)</li> <li>• Sex: Female</li> <li>• Size: Small - approx 4-5kg (adult)</li> <li>• Fully Vaccinated</li> <li>• Will be an inside dog</li> </ul> <div style="text-align: right;">  <p><b>Motion Carried</b></p> </div>

<b>10</b>	<b>REGISTRATION OF THE HOUSE RULES (ORDINARY RESOLUTION)</b>
	That the Owners Corporation agree to endorse the registration of the 'House Rules' for Units Plan 4138 which will replace any previously registered rules. A copy of the 'House Rules' is included. <p style="text-align: right;"><b>Motion Carried</b></p>
<b>Note</b>	<i>It was advised that any unit owner that has undertaken an alteration, addition or extension to their unit to seek permission from the executive committee, this includes pet approval. Unit owners are to advise the managing agent of the request via email, permission will be communicated within 48-72 hours. Pet application forms can be obtained from the managing agent and also the Civium online portal system.</i>
<b>11</b>	<b>GENERAL BUSINESS</b>
<b>11.1</b>	It was agreed the Executive Committee approve the application from the owner of unit 5 to install a gate to their ground floor courtyard fence. All materials and labour will be provided by the unit owner.
<b>11.2</b>	The owners of the townhouses requested exclusion for contributing to lift maintenance in the 2 <sup>nd</sup> year budget due to no benefit for townhouse owners. The managing agent advised this could be undertaken via a special levy to the apartment owners only that would require approval from the Owners Corporation to proceed.
<b>11.3</b>	The managing agent is to investigate the common electricity meters if they are separated from the apartments and townhouses and seek if it is possible townhouse owners are excluded from contributing to the apartment electricity usage.
<b>11.4</b>	The managing agent is to investigate the waste bins at the building and seek the number that were approved are currently installed due to the bins becoming full quickly. The managing agent informed owners this is a common occurrence with new buildings and residents moving in at the same time causes the bins to fill quickly as some residents do not dispose of large boxes at the correct waste facility.
<b>11.5</b>	The managing agent is to investigate the common driveway near stage 3 for issues due to residents vehicles having difficulty operating in a safe manner with reports of "bottoming out"
<b>11.5</b>	The managing agent is to contact the builders and request the contractors vehicles must not park in the visitor car spaces at the building.
<b>11.6</b>	The managing agent is to confirm the boundary line for the townhouses and common property to ensure the responsible party is attending to the gardens as needed.
<b>11.7</b>	Mr Roper advised the owners present a Facebook page for the Panorama building is available for the owners and residents to create a community at the building. The page can be found on the following link; <a href="https://www.facebook.com/groups/PanoramaAtWright/">https://www.facebook.com/groups/PanoramaAtWright/</a> .

There being no further business the chairman declared the meeting closed at 6:30PM

Dated: Wednesday, 23 September 2015

Issued by Civium Strata People for and on behalf of the Owners Corporation.



# NOTICE OF REDUCED QUORUM DECISIONS

## Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4138

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made  
23/09/2015

Tick applicable box, or both boxes if applicable:

Regularly convened

The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

Convened after adjournment

The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
23/09/2015	As attached

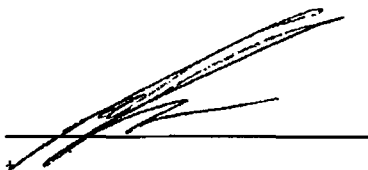
A4 Owners corporation declaration

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

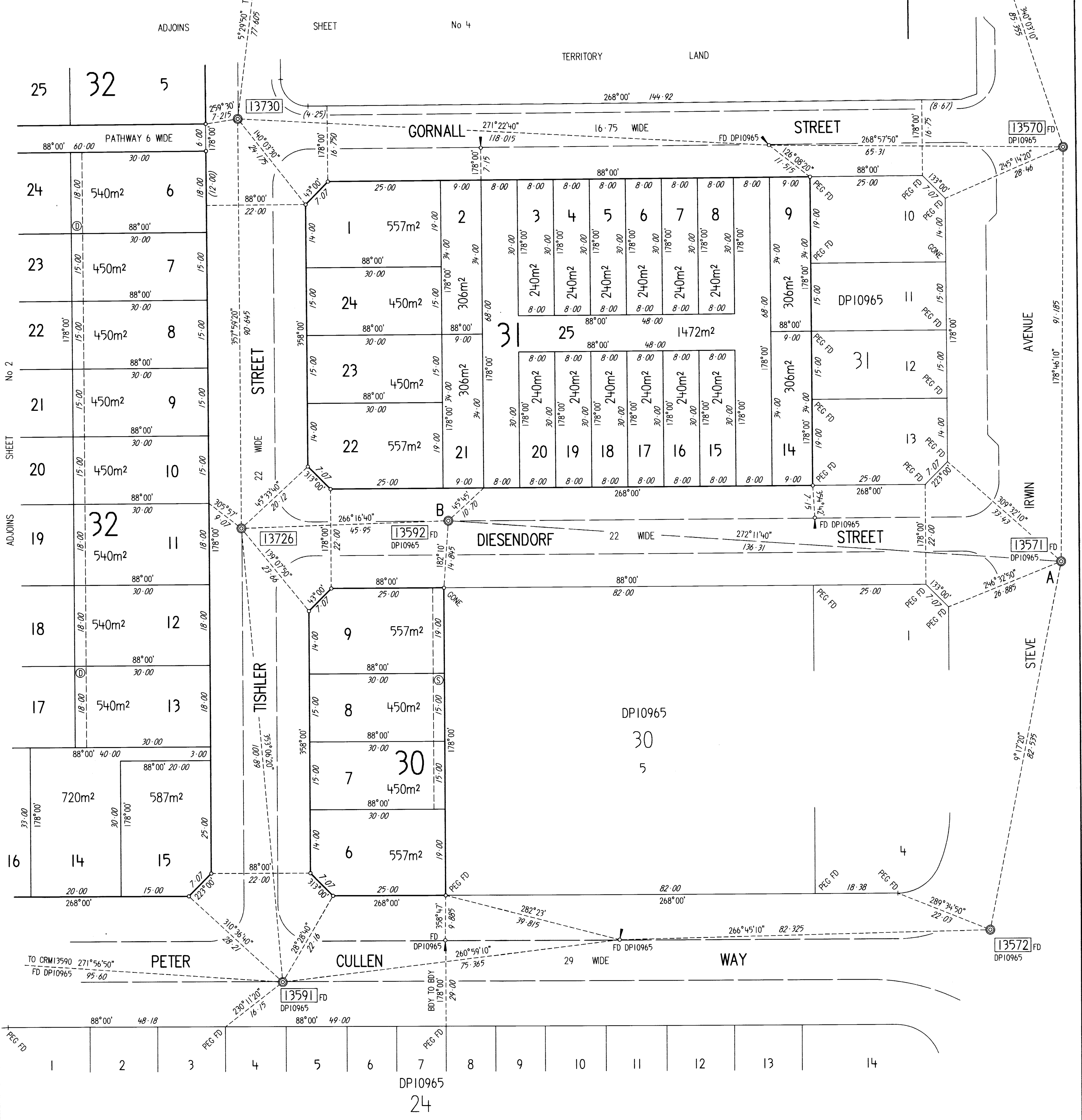
DATE: 23/09/2015

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

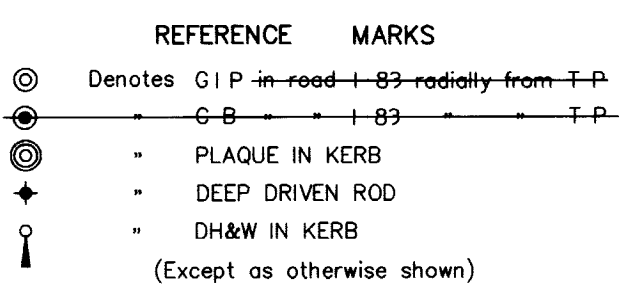


  
In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

REF MARK	EASTING	NORTHING
CRM 13570	202345.96	599377.825
CRM 13571	202347.92	599286.66
CRM 13572	202334.60	599205.205
CRM 13590	202082.43	599191.985
CRM 13591	202177.975	599188.735
CRM 13592	202211.715	599291.88
CRM 13726	202165.86	599288.895
CRM 13730	202162.68	599379.485
CRM 13734	202170.115	599456.735
SR 1700	202316.84	599458.06



- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT



NOTE: Azimuth: A-B (Strom)  
 All easements are 2.5 metres wide  
 (Except as otherwise shown)

SURVEYOR'S REFERENCE: 09323\_ST2\_SH1

MAIL McDONALD BARNESLEY Pty Ltd  
 I, ROBERT CHARLES RICHARDS of PO BOX 54 JAMISON ACT 2614  
 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  
 ...19. DECEMBER 2012...

(Signature) *Robert Richards*  
 21.12.2012 Surveyor, Registered under the  
 Surveyors Act 2007

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

*Robert Richards* 21.12.2012  
 Surveyor-General of the ACT

PLAN OF  
 BLOCKS 6-9 SECTION 30, BLKS 1-9 & 14-25 SEC 31,  
 BLKS 1-26 SEC 32, BLKS 1-26 SEC 33, BLKS 1-20 SEC 34,  
 BLKS 1-8 SEC 35, BLKS 1-7 SEC 36, BLK 1 SEC 39,  
 BLKS 1-7 SEC 40, BLKS 1-12 SEC 41, BLKS 1-14 SEC 42,  
 BLKS 1-13 SEC 43, BLK 1 SEC 44, BLK 1 SEC 45,  
 BLK 1 SEC 46 & BLK 1 SEC 47

DIVISION: WRIGHT DISTRICT: MOLONGLO VALLEY  
 AUSTRALIAN CAPITAL TERRITORY  
 SCALE 1:500

0 5 10 20 30 40 METRES

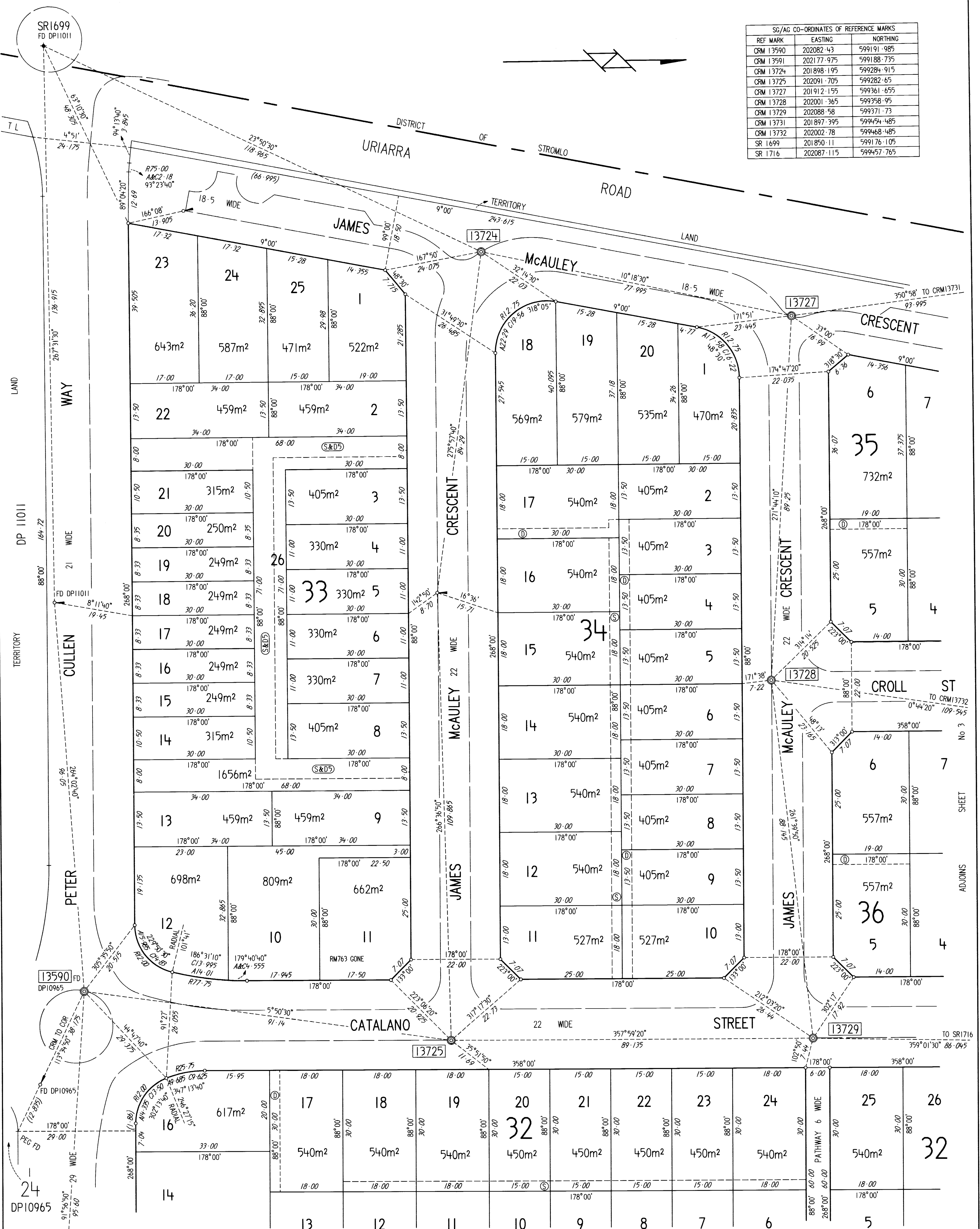
THIS IS SHEET 1 OF MY PLAN IN 5 SHEETS

Deposited in the office of the Registrar of Titles at Canberra in  
 the Australian Capital Territory the Tenth  
 day of January 2013 at - minutes  
 past ten o'clock in the fore noon

Approved *Brett Phillips*  
 Brett Phillips  
 Registrar-General

DEPOSITED PLAN  
 11055/1

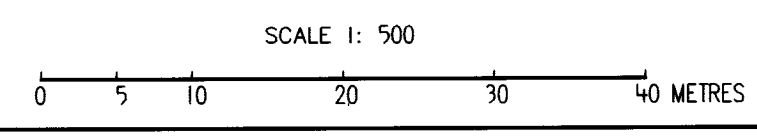
SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13590	202082.43	599191.985
CRM 13591	202177.975	599188.735
CRM 13724	201898.195	599284.915
CRM 13725	202091.705	599282.65
CRM 13727	201912.155	599361.655
CRM 13728	202001.365	599358.95
CRM 13729	202088.58	599371.73
CRM 13731	201897.395	599454.485
CRM 13732	202002.78	599468.485
SR 1699	201850.11	599176.105
SR 1716	202087.115	599457.765



- ⊙ PROPOSED SEWERAGE SERVICE EASEMENT
- ⊙ PROPOSED DRAINAGE SERVICE EASEMENT
- ⊙ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE
- ⊙ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 5 WIDE
- TL TERRITORY LAND

THIS IS SHEET 2 OF MY PLAN IN 5 SHEETS  
 DATED 21.12.2012  
 (Signature) *Robert Richards*  
 Surveyor, Registered under the  
 Surveyors Act 2007

DEPOSITED PLAN  
 11055/2



SURVEYOR'S REFERENCE: 09323\_ST2\_SH2

X20315/2

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13727	201912.155	599361.655
CRM 13728	202001.365	599358.95
CRM 13729	202088.58	599371.73
CRM 13731	201897.395	599454.485
CRM 13732	202002.78	599468.485
CRM 13733	201990.965	599675.885
CRM 13734	202170.115	599456.735
CRM 13736	201949.60	599553.135
CRM 13737	202082.28	599552.30
CRM 13738	202085.765	599629.01
CRM 13739	202162.06	599573.95
SR 1716	202087.115	599457.765
COIARRA	201770.325	600195.155

COIARRA FD  
ACTGSO PLANS  
RM3629, RM3636

751.495  
750.1550  
NTS



- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓢ&Ⓣ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE
- NTS NOT TO SCALE

SURVEYOR'S REFERENCE: 09323\_ST2\_SH3

SHORT LINE TABLE FOR BOUNDARIES

LINE	BEARING	DISTANCE	RADIUS	ARC
①	186°19'50"	10.94	37.75	10.98
②	269°06'	1.10	28.63	1.10
③	85°00'	4.045	38.63	4.045
④	71°33'50"	13.995	38.63	14.075
⑤	29°33'50"	12.565	12.00	13.22
⑥	147°34'10"	12.155	12.00	12.745
⑦	102°34'10"	10.10	20.08	10.21

SCALE 1: 500

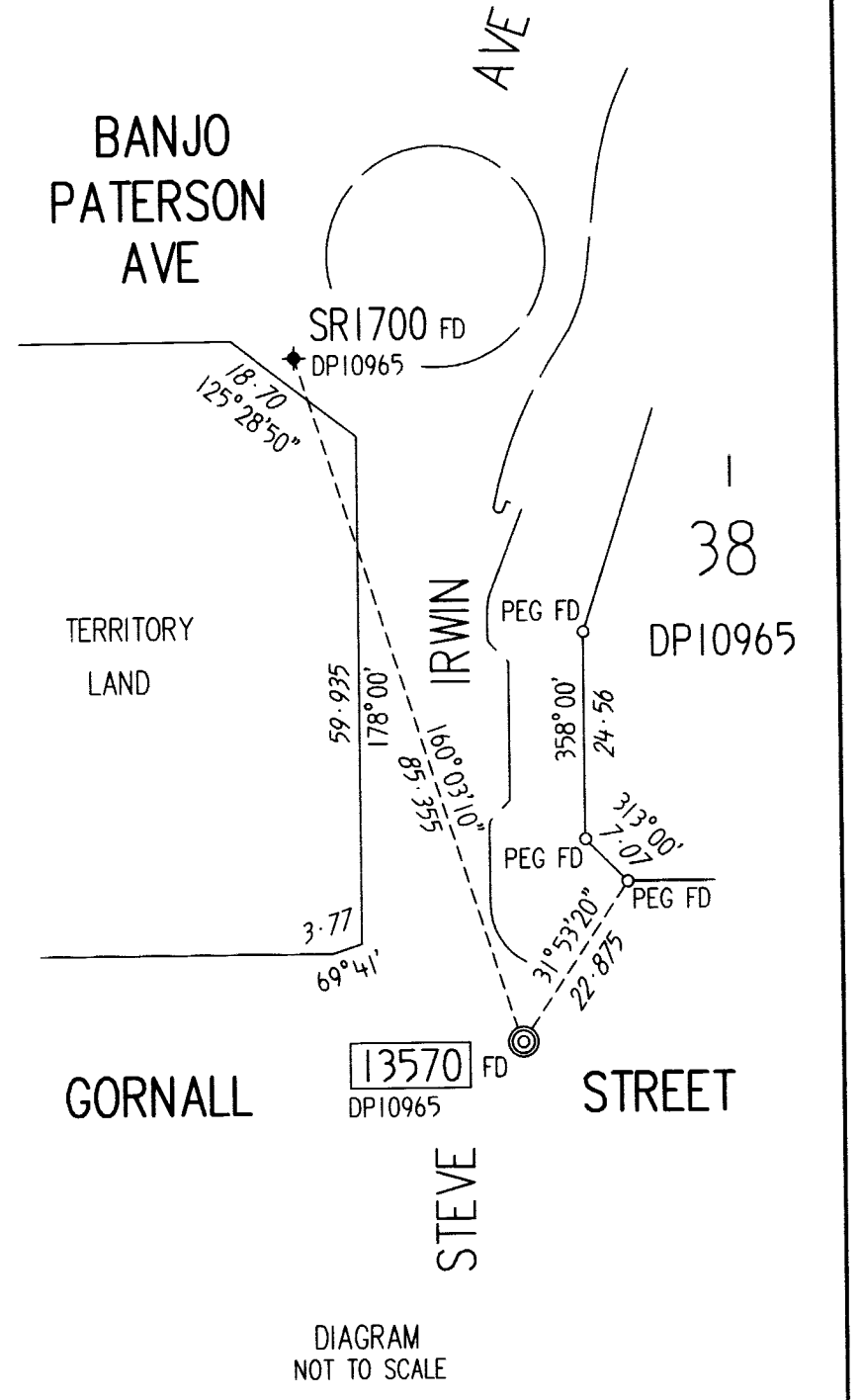
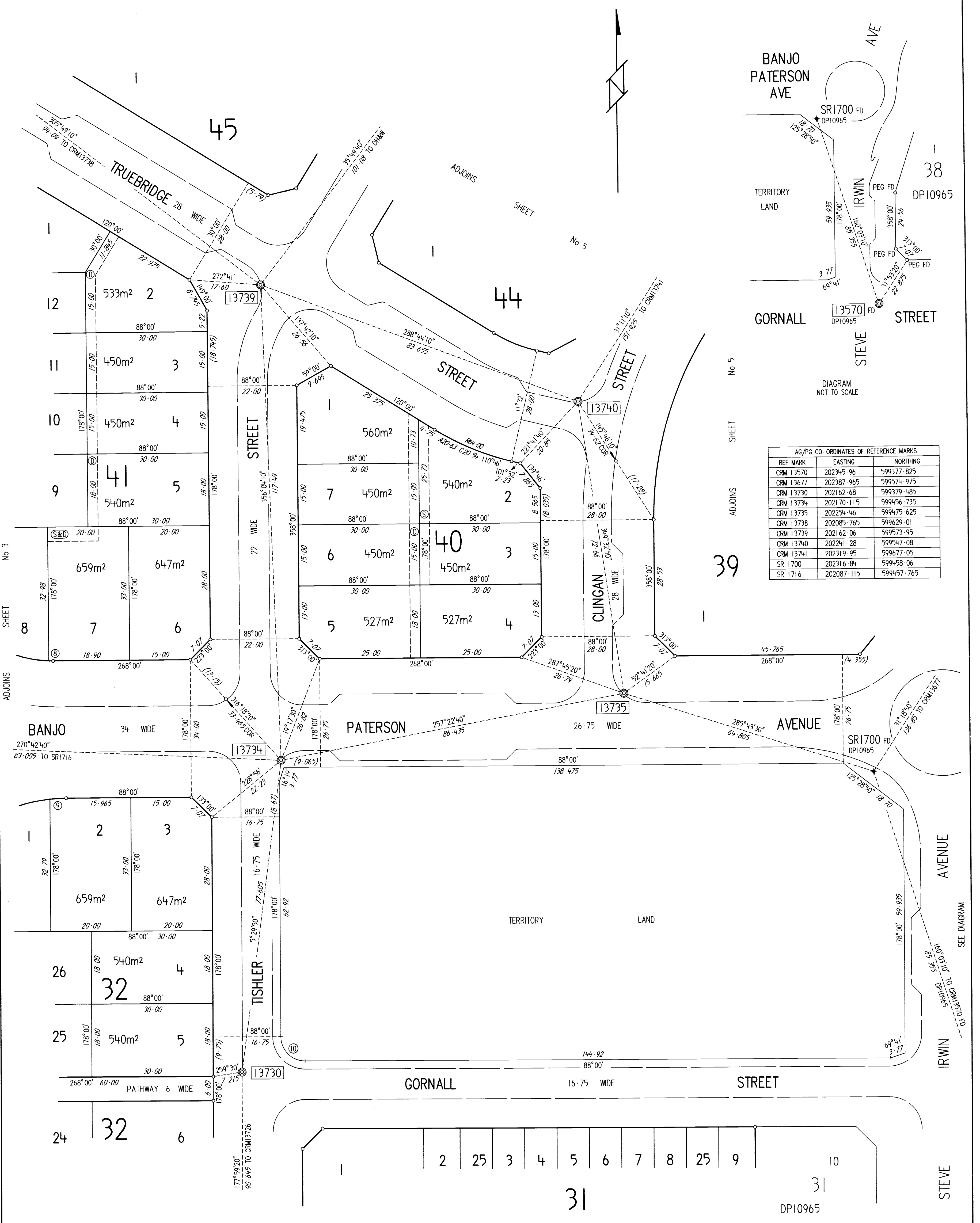


THIS IS SHEET 3 OF MY PLAN IN 5 SHEETS  
DATED 21.12.2012

(Signature) *Rahik Khand*  
Surveyor, Registered under the  
Surveyors Act 2007

DEPOSITED PLAN  
11055/3

X20315/3



REF MARK	EASTING	NORTHING
CRM 13570	202345.96	599377.825
CRM 13677	202387.965	599574.975
CRM 13730	202162.68	599379.485
CRM 13734	202170.115	599456.735
CRM 13735	202254.46	599475.625
CRM 13738	202085.765	599629.01
CRM 13739	202162.06	599573.95
CRM 13740	202241.28	599547.08
CRM 13741	202319.95	599677.05
SR 1700	202316.84	599458.06
SR 1716	202087.115	599457.765

No 3 SHEET ADJOINS

No 5 SHEET ADJOINS

SEE DIAGRAM IRWIN AVENUE

- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓢ&Ⓣ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE

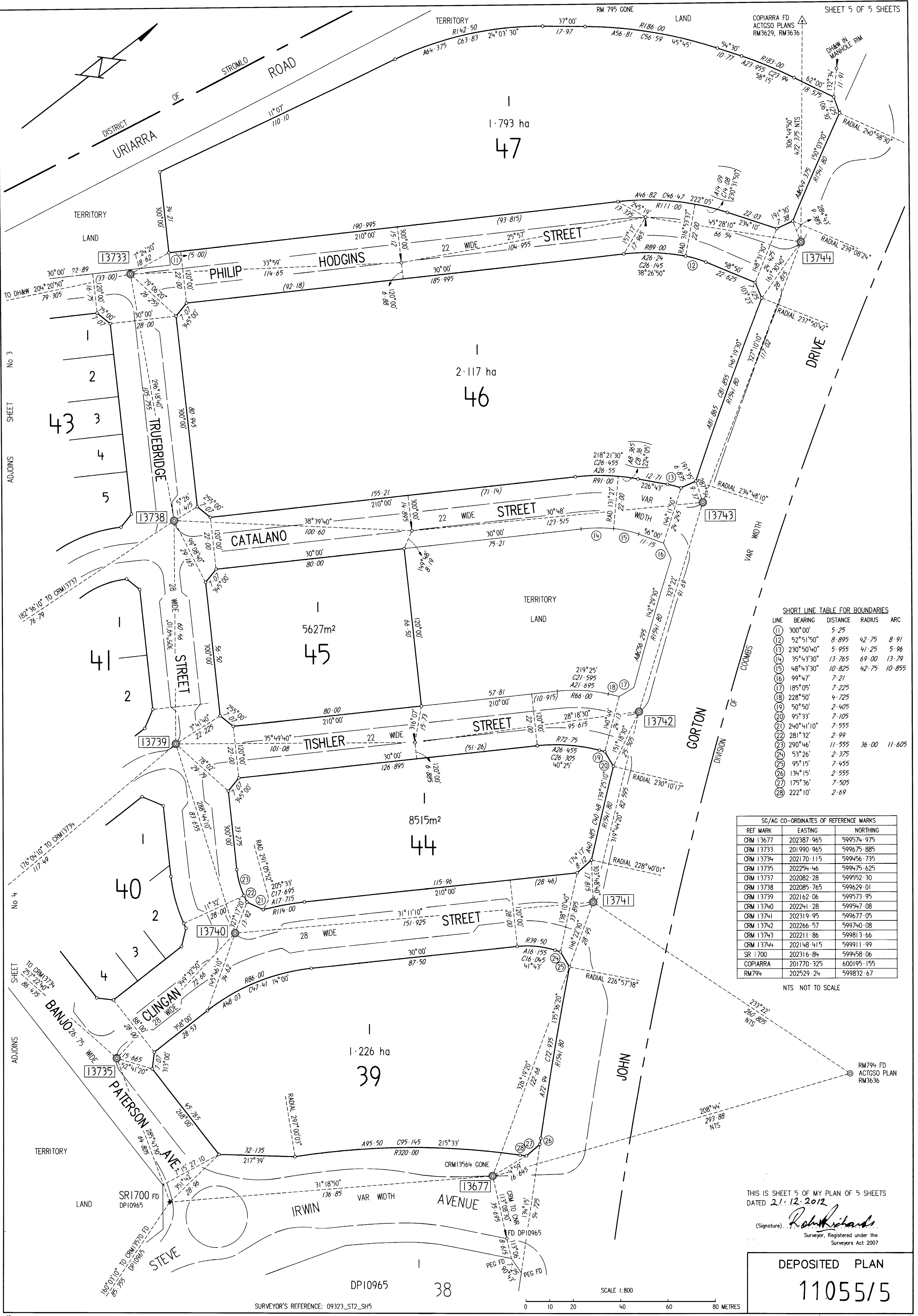
SHORT LINE TABLE FOR BOUNDARIES

LINE	BEARING	DISTANCE	RADIUS	ARC
Ⓢ	269°06'	1.10	28.63	1.10
Ⓣ	85°00'	4.045	38.63	4.045
Ⓣ	133°00'	8.485	6.00	9.425

THIS IS SHEET 4 OF MY PLAN IN 5 SHEETS  
 DATED 21.12.2012  
*Robert Richards*  
 (Signature) Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN  
**11055/4**

SCALE 1: 500  
 0 5 10 20 30 40 METRES



SHORT LINE TABLE FOR BOUNDARIES

LINE	BEARING	DISTANCE	RADIUS	ARC
(1)	300°00'	5.25		
(2)	52°51'50"	8.895	42.75	8.91
(3)	230°50'40"	5.955	41.25	5.96
(4)	35°43'30"	13.765	69.00	13.79
(5)	48°43'30"	10.825	42.75	10.855
(6)	99°47'	7.21		
(7)	185°05'	7.225		
(8)	228°50'	4.725		
(9)	50°50'	2.405		
(10)	95°33'	7.105		
(11)	240°41'10"	7.555		
(12)	281°32'	2.99		
(13)	290°46'	11.555	36.00	11.605
(14)	53°26'	2.375		
(15)	95°15'	7.455		
(16)	134°15'	2.555		
(17)	175°36'	7.505		
(18)	222°10'	2.69		

SG/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING
CRM 13677	202387.965	599574.975
CRM 13733	201990.965	599675.885
CRM 13734	202170.115	599456.735
CRM 13735	202254.46	599475.625
CRM 13737	202082.28	599552.30
CRM 13738	202085.765	599629.01
CRM 13739	202162.06	599573.95
CRM 13740	202241.28	599547.08
CRM 13741	202319.95	599677.05
CRM 13742	202266.57	599740.08
CRM 13743	202211.86	599813.66
CRM 13744	202148.415	599911.99
SR 1700	202316.84	599458.06
COPIARRA	201770.325	600195.155
RM794	202529.24	599832.67

NTS NOT TO SCALE

THIS IS SHEET 5 OF MY PLAN OF 5 SHEETS DATED 2.12.2012

(Signature) *Robert Richards*  
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN  
 11055/5

SCALE 1:800  
 0 10 20 40 60 80 METRES



**ACT**  
Government

**Access**  
**Canberra.**

## **IMPORTANT NOTICE**

### **UNIT PLAN – 4138**

The plan you have just purchased is too large to download or to send to yourself using the email facility through ACTLIS Online.

**IF SEARCH CONDUCTED BY A THIRD PARTY PLEASE CONTACT YOUR PROVIDER FOR A COPY**

To receive a copy of this plan, please send an email to the below address within 48 hours of your purchase stating the order number as the subject heading and the plan number and your organisation name in the body of the email.

[actlandtitles@act.gov.au](mailto:actlandtitles@act.gov.au)

Please note that you may receive the plan in sections  
Apologies for any inconvenience this may cause.



Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government

480 Northbourne Avenue Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au/accessCBR](http://www.act.gov.au/accessCBR)



## LEASE CONVEYANCING ENQUIRY

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

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

<b>Unit</b>	<b>51</b>	<b>Block</b>	<b>1</b>	<b>Section</b>	<b>47</b>	<b>Suburb</b>	<b>WRIGHT</b>
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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

- |  | <b>No</b> | <b>Yes</b>       |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease?   | ( X )     | ( )              |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease?   | ( X )     | ( )              |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>   | ( )       | ( X )            |
| Certificate Number: 76261  |           | Dated: 10-JUL-15 |
| 4. Has an application for Subdivision been received under the Unit Titles Act?   |           | (see report)     |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?                                  |           | (see report)     |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? |           | (see report)     |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?  |           | (see report)     |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)   |           | (see report)     |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?   |           | (see report)     |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?   |           | (see report)     |

Applicant's Name : InfoTrack, InfoTrack  
 E-mail Address : actenquiries@infotrack.com.au  
 Client Reference : 2026/046 - 185678263

Date: 10-FEB-26 09:52:59



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

10-FEB-2026 09:52

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**WRIGHT Section 47/Block 1/Unit 51**

**Building Class: A**

**Area(m2):** 17,935.0  
**Unimproved Value:** \$7,180,000      **Year:** 2025  
**Subdivision Status:** Application received under the Unit Titles Act.

**Heritage Status:** Nil.

**Environment Assessment:** The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.

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

**Application**    DA201323894      **Lodged**    12-JUL-13      **Type**    See Subclass

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

**Description**

MULTI DWELLING - 180 UNIT DEVELOPMENT. Construction of 180 units within ten (10) buildings. Proposal includes one four storey apartment building and one six storey apartment building both with basement car parking, and eight (8) two and three storey townhouse buildings. Site includes visitor car parking, three common open space areas and internal driveways.

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

District	Division	Section	Block(s)	Unit
Molonglo Valley	Wright	47	1-1	

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

Role	Name
Lessee	Baron Projects Pty Limited
Applicant	Kasperek Architects

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

Activity Name	Status
Merit Track	Approval Conditional

**DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)**

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a>



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

10-FEB-2026 09:52

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

Page 2 of 2

da

**LAND USE POLICIES**

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

**CONTAMINATED LAND SEARCH**

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

**ASBESTOS SEARCH**

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

**CAT CONTAINMENT AREAS**

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash. Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

**URBAN FOREST ACT 2023**

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

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

## Owner Ledger

Start Date: 01/02/2024  
End Date: 29/02/2028  
Owners: One only

The Owners Units Plan 4138

Panorama/Northpoint, 41 Philip Hodgins Street, WRIGHT ACT 2611

Lot 51 Unit 51 Agata Walsh

UE / AE: 73.00 / 10,000.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Sinking Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	01/03/2024	Quarterly	Quarterly Admin/Sinking Levy 01/02/2024 - 30/04/2024	662.70	662.70	441.45	441.45	24.49	0.00%	Standard	Normal	None
2	20/05/2024	Once-off	Lot 51: Debt recovery Stage 1	55.00	55.00	0.00	0.00	0.00		Owner Invoice	Normal	None
3	01/06/2024	Quarterly	Quarterly Admin/Sinking Levy 01/05/2024 - 31/07/2024	662.70	662.70	441.45	441.45	0.00	0.00%	Standard	Normal	None
4	01/10/2024	Quarterly	Quarterly Admin/Sinking Levy 01/08/2024 - 31/10/2024	664.70	664.70	459.10	459.10	0.00	0.00%	Standard	Normal	None
5	01/12/2024	Quarterly	Quarterly Admin/Sinking Levy 01/11/2024 - 31/01/2025	664.70	664.70	459.10	459.10	0.00	0.00%	Standard	Normal	None
6	01/12/2024	Once-off	Bin Room Door Automation Levy - 1 of 1	62.65	62.65	0.00	0.00	0.00	0.00%	Standard	Normal	None
7	01/03/2025	Quarterly	Quarterly Admin/Sinking Levy 01/02/2025 - 30/04/2025	664.70	664.70	459.10	459.10	0.00	0.00%	Standard	Normal	None
8	20/03/2025	Once-off	Lot 51: Issue: 1 x Remote @ \$75.00 each - Requested by Lillian Todd - Agent	75.00	75.00	0.00	0.00	0.00		Owner Invoice	Normal	None
9	01/06/2025	Quarterly	Quarterly Admin/Sinking Levy 01/05/2025 - 31/07/2025	664.70	664.70	459.10	459.10	0.00	0.00%	Standard	Normal	None
10	01/11/2025	Quarterly	Quarterly Admin/Sinking Levy 01/08/2025 - 31/10/2025	717.30	717.30	477.45	477.45	0.00	0.00%	Standard	Normal	None
11	01/01/2026	Quarterly	Quarterly Admin/Sinking Levy 01/11/2025 - 31/01/2026	717.30	717.30	477.45	477.45	0.00	0.00%	Standard	Normal	None
12	01/03/2026	Quarterly	Quarterly Admin/Sinking Levy 01/02/2026 - 30/04/2026	717.30	0.00	477.45	0.00	0.00	0.00%	Standard	Normal	None
13	01/06/2026	Quarterly	Quarterly Admin/Sinking Levy 01/05/2026 - 31/07/2026	717.30	0.00	477.45	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

**Receipts**

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Sinking Fund		Unallocated	Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid			
21/05/2024	6863	Receipt	Banked		727.52	14.70	447.99	9.79	0.00	1,200.00		1, 3, 2
11/06/2024	6957	Receipt	Banked		652.36	0.00	434.56	0.00	0.08	1,087.00		3
30/08/2024		Unalloc money allocation		Levy Posting	0.05	0.00	0.03	0.00	(0.08)	0.00		4
22/10/2024	7311	Receipt	Banked		664.82	0.00	459.18	0.00	0.00	1,124.00		4, 5
10/12/2024	7528	Receipt	Banked		735.36	0.00	464.64	0.00	0.00	1,200.00		5, 7, 6
03/03/2025	7785	Receipt	Banked		75.00	0.00	0.00	0.00	0.00	75.00		8
01/04/2025	7910	Receipt	Banked		656.52	0.00	453.45	0.00	0.00	1,109.97		7
02/06/2025	8115	Receipt	Banked		664.70	0.00	459.10	0.00	0.00	1,123.80		9
16/10/2025	8429	Receipt	Banked		717.30	0.00	477.45	0.00	0.00	1,194.75		10
16/12/2025	8668	Receipt	Banked		717.30	0.00	477.45	0.00	0.00	1,194.75		11

## Statement of Financial Position - Group

As at 31/01/2026

The Owners Units Plan 4138

Panorama/Northpoint, 41 Philip Hodgins Street,  
WRIGHT ACT 2611

	<b>Current period</b>
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	(21,680.54)
Owners Equity--Admin	12,749.98
	<u>(8,930.56)</u>
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	106,268.30
Owners Equity--Sinking	636,432.09
	<u>742,700.39</u>
<b>Net owners' funds</b>	<u><b>\$733,769.83</b></u>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	(1,926.30)
Receivable--Levies--Admin	15,605.26
Receivable--Owners--Admin	(578.62)
	<u>13,100.34</u>
<b>Sinking Fund</b>	
Cash at Bank--Sinking	737,422.19
Receivable--Levies--Sinking	10,410.15
	<u>747,832.34</u>
<b>Unallocated Money</b>	<u>0.00</u>
<i>Total assets</i>	<u>760,932.68</u>
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	18,013.10
Prepaid Levies--Admin	4,046.89
	<u>22,059.99</u>
<b>Sinking Fund</b>	
Creditor--GST--Sinking	2,438.13
Prepaid Levies--Sinking	2,693.82
	<u>5,131.95</u>
<b>Unallocated Money</b>	<u>0.00</u>
<i>Total liabilities</i>	<u>27,191.94</u>
<b>Net assets</b>	<u><b>\$733,740.74</b></u>

**Northpoint (86-180)**

**Current period**

**Owners' funds**

**Administrative Fund**

Operating Surplus/Deficit--Admin	5,126.47
Owners Equity--Admin	2,880.70
	<u>8,007.17</u>

**Sinking Fund**

Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>

**Net owners' funds**

**\$8,007.17**

**Represented by:**

**Assets**

**Administrative Fund**

Cash at Bank--Admin	4,253.38
Receivable--Levies--Admin	4,829.79
	<u>9,083.17</u>

**Sinking Fund**

0.00

*Total assets*

9,083.17

**Less liabilities**

**Administrative Fund**

Creditor--GST--Admin	149.84
Prepaid Levies--Admin	926.16
	<u>1,076.00</u>

**Sinking Fund**

0.00

*Total liabilities*

1,076.00

**Net assets**

**\$8,007.17**

**Panorama (Units 1-40)****Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	(4,067.68)
Owners Equity--Admin	20,451.85
	<u>16,384.17</u>

**Sinking Fund**

Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>

**Net owners' funds****\$16,384.17****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	14,814.55
Receivable--Levies--Admin	1,640.61
	<u>16,455.16</u>

**Sinking Fund**

Cash at Bank--Sinking	(0.20)
	<u>(0.20)</u>

*Total assets*16,454.96**Less liabilities****Administrative Fund**

Creditor--GST--Admin	(143.56)
Prepaid Levies--Admin	214.55
	<u>70.99</u>

**Sinking Fund**

Creditor--GST--Sinking	(0.20)
	<u>(0.20)</u>

*Total liabilities*70.79**Net assets****\$16,384.17**

**Townhouses (41-85)**

**Current period**

**Owners' funds**

**Administrative Fund**

Operating Surplus/Deficit--Admin	(492.50)
	(492.50)

**Sinking Fund**

Operating Surplus/Deficit--Sinking	0.00
	0.00

<b>Net owners' funds</b>	<b>-\$492.50</b>
--------------------------	------------------

**Represented by:**

**Assets**

**Administrative Fund**

Cash at Bank--Admin	(541.75)
	(541.75)

**Sinking Fund**

0.00

<i>Total assets</i>	(541.75)
---------------------	----------

**Less liabilities**

**Administrative Fund**

Creditor--GST--Admin	(49.25)
	(49.25)

**Sinking Fund**

0.00

<i>Total liabilities</i>	(49.25)
--------------------------	---------

<b>Net assets</b>	<b>-\$492.50</b>
-------------------	------------------

# Unit Titles (Management) Sale Certificate Determination 2024

## Unit Title Sale Certificate

### *Unit Titles (Management) Act 2011*

Units Plan No. 4138

Unit no: 51

Unit entitlement: 73 Total unit entitlement: 10000

Unit owner/eligible person: Agata Walsh/

---

#### 1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Chairperson	Allan Ryan PO Box 3731, WESTON CREEK ACT 2611
Treasurer	Kristine Blundell Panorama/Northpoint, 47/41 Philip Hodgins Street, WRIGHT ACT 2611
Member	Danielle O'Neill Panorama/Northpoint, 95/41 Philip Hodgins Street, WRIGHT ACT 2611
Member	Kara Franklin 15 Gardiner Lane, MAWSON LAKES SA 5095
Member	Kumar Krishna Panorama/Northpoint, 164/41 Philip Hodgins Street, WRIGHT ACT 2611
Member	Ryan Baker Panorama/Northpoint, 144/41 Philip Hodgins Street, WRIGHT ACT 2611

---

#### 2. MANAGEMENT

Does the Owners Corporation have a Managing Agent?  
Yes, Agent's name and address:

YES/NO

Grady Strata  
Unit G2 / 65 Canberra Avenue  
KINGSTON ACT 2604

02 6251 1214

office@gradystrata.com.au

---

#### 3. BOOKS & RECORDS

The Owners Corporation's books, records and corporate register may be inspected at:

Unit G2 / 65 Canberra Avenue

KINGSTON ACT 2604

**4. INSURANCE**

Policy No.	HU0010752	Chu Underwriters		
Type:	Strata	Broker:	Honan Insurance Group Pty Ltd PO Box R1782, ROYAL EXCHANGE NSW 1225	
Premium:	\$58,550.88	Paid on:	04/04/2025	Policy start date: 02/04/2025    Next due: 02/04/2026
<i>Cover</i>		<i>Sum insured</i>		<i>Excess</i>
Building		\$60,810,258.00		\$300.00
Loss of Rent		\$9,121,538.00		\$300.00
Public Liability		\$30,000,000.00		\$300.00
Fidelity Guarantee		\$250,000.00		\$300.00
Office Bearers Liability		\$5,000,000.00		\$300.00
Machinery Breakdown		\$100,000.00		\$300.00
Catastrophe		\$9,121,538.00		\$300.00
Govt. Audit Costs		\$25,000.00		\$300.00
Lot Owners' Fixtures & Improvements		\$250,000.00		\$300.00

- 4.1 A copy of the Certificate of Currency is attached.
- 4.2 A copy of the current insurance valuation report is attached (if available)

**5. CONTRIBUTIONS**

5.1 When does the current financial year for contributions begin? 01 Jul 2025

5.2 Contributions due from this unit for the current financial year:  
Annual – \$4,779.00

Administrative ( General) Fund instalments (as determined under S78):

Total amount last determined with respect to the lot			\$2,869.20
Number of instalments payable (if contributions payable by instalments)			4
Amount and due date of each instalment			
Quarterly Admin/Sinking Levy 01/08/2025 - 31/10/2025	01 Nov 2025		\$717.30
Quarterly Admin/Sinking Levy 01/11/2025 - 31/01/2026	01 Jan 2026		\$717.30
Quarterly Admin/Sinking Levy 01/02/2026 - 30/04/2026	01 Mar 2026		\$717.30
Quarterly Admin/Sinking Levy 01/05/2026 - 31/07/2026	01 Jun 2026		\$717.30
Amount owing			\$0.00
Interest owing			\$0.00
Total amount owing			\$0.00
Discount applicable for early payment			0.00%

5.3 Sinking Fund instalments (as determined under S89)

Total amount last determined with respect to the lot			\$1,909.80
Number of instalments payable (if contributions payable by instalments)			4
Amount and due date of each instalment			
Quarterly Admin/Sinking Levy 01/08/2025 - 31/10/2025	01 Nov 2025		\$477.45
Quarterly Admin/Sinking Levy 01/11/2025 - 31/01/2026	01 Jan 2026		\$477.45
Quarterly Admin/Sinking Levy 01/02/2026 - 30/04/2026	01 Mar 2026		\$477.45
Quarterly Admin/Sinking Levy 01/05/2026 - 31/07/2026	01 Jun 2026		\$477.45

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00
Discount applicable for early payment	0.00%

Special levies:  
None

Balance of Funds Special Purpose Fund \$0.00

5.4 Total outstanding contributions due for current financial year as at the date of this Certificate – \$0.00

5.5 Are there any other outstanding debts owing on this unit? Details as follows:

Details of other debts	Due Date	Amount Due	Amount Outstanding
		\$	\$
		\$	\$
		\$	\$

5.6 Total outstanding contributions and debts as at the date of this Certificate – \$0.00

## 6. BALANCE OF FUNDS

The balance of funds held for the Owners Corporation at the date of this certificate:

**The Balance Sheet for the Corporation at the date of this certificate is attached.**

## 7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

## 8. DEVELOPER CONTROL PERIOD

The developer control period has expired.

## 9. SUSTAINABILITY INFRASTRUCTURE

The corporation has not installed sustainability infrastructure.

## 10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency
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## 11. PLANNING AND LAND AUTHORITY – CROWN LEASE EXTENSION

The Owners Corporation has/has not applied to the Planning and Land Authority for an extension of the crown lease.

**12. IS THERE A REGULATED SWIMMING POOL ON COMMON PROPERTY?**

NO

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**13. ARE ANY UTILITIES WITHIN THE BUILDING PART OF AN EMBEDDED NETWORK?**

NO

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**14. HAS THE OWNERS CORPORATION BORROWED FUNDS?      NO**

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**15. MINUTES OF MEETINGS OF OWNERS CORPORATION AND EXECUTIVE COMMITTEE**

A copy of the Minutes of Meetings is attached.

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The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

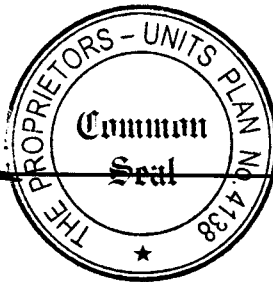
All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

DATE: 11 February 2026

The Common Seal of  
The Owners - Units Plan No .4138  
was hereunto affixed in  
the presence of

  
Signature

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# 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 4138**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made — 29<sup>th</sup> 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  and attach details to the notice]*

Date of decision	Full text of reduced quorum decision
29 <sup>th</sup> September 2025	Notice of Reduced Quorum Decisions Attached

**A4 Owners corporation declaration**

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

*Electronically signed on behalf of the Owners Corporation of Units Plan 4138*

.....[10<sup>th</sup> October 2025]

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

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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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### ***B1*** What is a reduced quorum decision?

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

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

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

#### *Reduced quorum decisions—adjournment following quorum trouble*

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

**B2** *When does a reduced quorum decision take effect?*

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

**B3** *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

**B4** *How may reduced quorum decisions be confirmed?*

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

**B5** *How may reduced quorum decisions be revoked?*

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

**ANNUAL GENERAL MEETING MINUTES**  
**‘PANORAMA / NORTHPOINT APARTMENTS’**  
41 PHILIP HODGINS STREET, WRIGHT, ACT, 2611.

Held via Zoom on Monday, 29<sup>th</sup> of September 2025 at 5:30 PM.

*As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.*

**Present (via Zoom):** Lots 31, 32, 41, 47, 48, 60, 69, 72, 95, 123, 144, 147, 153, 164, 170, and 178.

**Proxies & Authorised Representatives:** Nil.

**Absentee Voting Forms:** Lots 6, 7, 17, and 19.

**Grady Strata & Facilities Representatives:** Michael Grady & Brooke Walton.

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Mr Allan Ryan, Chair of the Executive Committee, assumed the role of Chair of the Annual General Meeting.

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members to the meeting and provided a brief outline of works undertaken by the Executive Committee during the year and an update on the status of the Rectification Order / Notice of Intention to Issue a Rectification order, in relation to the outstanding building defects.

## **MINUTES**

### ITEM 1 - MINUTES

**Motion 1:** *“That the Owners Corporation adopt the 2024 Annual General Meeting Minutes as provided.”*

**Motion Carried**

## **FINANCIAL STATEMENTS AND REPORTS**

### ITEM 2 - FINANCIALS

**Motion 2:** *“That the Owners Corporation adopt the audited financial statements for the financial year ended 30 June 2025.”*

**Secretarial Note:** A member present enquired why the contracted costs for lift phone lines in the Northpoint and Panorama buildings are priced differently noting that both buildings have the same equipment and number of assets.

The Strata Manager noted that the lift phones are contracted differently for each building by Schindler. The Schindler contract is due to expire toward the end of 2025 and costs will be reviewed at that time and discussed with the incoming Committee.

**Motion Carried**

## 2025-26 BUDGET

### ITEM 3 – BUDGET (ADMIN & SINKING)

**Motion 3:** “That the Owners Corporation adopts an administrative budget of \$357,300.00 (Plus GST) and that a contribution be determined to the Administrative Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by four (4) instalments due on 1st November 2025, 1st January 2026, 1st March 2026, and 1st June 2026.”

**Motion Carried**

**Motion 4:** “That the Owners Corporation adopts a Sinking Fund expenditure budget of \$488,597.01 (Plus GST) and that a contribution of \$237,835.00 (Plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by four (4) instalments due on 1st November 2025, 1st January 2026, 1st March 2026, and 1st June 2026.”

**Motion Carried**

### ITEM 4 – PANORAMA BUDGET

**Motion 5:** “That the Owners Corporation adopts a **Panorama (Units 1-40)** administrative budget of \$39,100.00 (Plus GST) for the 2025/2026 financial year and strike levies equal to the sum of the budget against all Panorama (Units 1-40) units on a unit entitlement basis to fall due on 1st November 2025, 1st January 2026, 1st March 2026, and 1st June 2026.”

**Motion Carried By Special Resolution**

### ITEM 5 – NORTHPOINT BUDGET

**Motion 6:** “That the Owners Corporation adopts a **Northpoint (Units 86-180)** administrative budget of \$72,690.00 (Plus GST) for the 2025/2026 financial year and strike levies equal to the sum of the budget against all Northpoint (Units 85-180) units on a unit entitlement basis to fall due on 1st November 2025, 1st January 2026, 1st March 2026, and 1st June 2026.”

**Motion Carried By Special Resolution**

## INSURANCE

### ITEM 6 – POLICY NOTATION AND RENEWAL

**Motion 7:** “That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4138 in accordance with the Certificate of Currency provided by CHU Insurance and agree for the policy to be adjusted on renewal in consultation with the Executive Committee.”

**Secretarial Note:** The meeting noted that the broker for the policy is paid a flat-rate brokerage fee, with no commission payable to anybody on the insurance policy.

We would also like to remind all unit owners to obtain their own personal insurance policies, such as contents insurance or landlord insurance, as required. This is to ensure adequate coverage of personal property and liabilities not included under the Building Insurance policy.

**Motion Carried**

**Motion 8:** “That the Owners Corporation agree to authorise Grady Strata and Facilities to obtain an updated Insurance Valuation Report and to adjust the buildings sum insured based on the evaluation.”

**Motion Carried**

### ITEM 7 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there are no current or outstanding insurance claims.

## ELECTION OF EXECUTIVE COMMITTEE

### ITEM 8 – EC ELECTION

**Motion 9:** *“That the Owners Corporation agree to create six (6) Executive Committee Positions and appoint Kara Franklin (Lot 6), Allan Ryan (Lot 41), Kristine Blundell (Lot 47), Danielle O’Neill (Lot 95), Ryan Baker (Lot 144), and Kumar Krishna (Lot 164), to stand as Executive Committee members until the next Annual General Meeting.”*

**Motion Carried**

## APPOINTMENT OF MANAGING AGENT & FACILITIES MANAGE

### ITEM 9 – STRATA MANAGEMENT AGREEMENT & BUILDING MANAGEMENT AGREEMENT

**Motion 10:** *“That the Owners Corporation authorise the Executive Committee to enter into a written management agreement appointing Grady Strata & Facilities Pty Ltd as follows:*

- a) A contract be negotiated with Grady Strata & Facilities Pty Ltd (“Agent”), on broadly the same terms as the current Strata Management and Building Management contracts, to provide services as Strata Manager and Building Manager of Units Plan 4138 for a period of three (3) years commencing at the conclusion of the existing agreements.*
- b) The Owners Corporation / Executive Committee delegates to the Agent some of its functions [other than those prohibited by legislation].*
- c) The delegation mentioned in subsection (b) is subject to the conditions and limitations set out in the Contract between the Owners Corporation and the Agent and in the Unit Titles (Management) Act 2011.”*

**Motion Carried**

## BUILDING MAINTENANCE

### ITEM 10 – STRUCTURAL DEFECTS

Michael Grady of Grady Strata & Facilities provided an update on the outstanding building defects and the status of the Rectification Order (RO). At this stage the RO has not yet been issued to the Builder, however following discussions with the Registrar, the RO has been internally drafted and reviewed, with issuance anticipated imminently.

A request was made that the Owners Corporation consider whether to wait for a response from the builder, or to commence remediation of urgent issues immediately. The meeting agreed that a General Meeting (GM) will be held (anticipated early next year around February 2026) once the Rectification Order (RO) has been issued to the builders by the Registrar and the Builders response to the RO has been confirmed. This meeting will be held to discuss this outcome and to confirm how the Owners Corporation (OC) wish to proceed. This may include discussions on whether the OC are willing to wait for the outcomes of the RO or whether the OC wish to proceed with the defects themselves in the meantime. Discussions on whether the OC can afford, and how it might afford, to fund the works themselves. Changes to the Sinking Fund expenditure may be applicable depending on the outcomes of these discussion and the RO. With this in mind the OC agreed not to spend money from the Sinking Fund unnecessarily or to proceed with any works considered to be aesthetic, until it is aware of how the builder intends to respond to the RO.

**NEW MOTION 11:** *“That the Owners Corporation RESOLVE to direct the Executive Committee not to undertake the following works from the SFP:*

*\* Access Control*

*\* Garage Door Replacements for individual units.*

- \* Intercom Systems
- \* Safety Equipment (Balustrades to Balconies)
- \* Landscaping.

*Fences will be retained as listed in the Sinking Fund Plan, but only maintenance works not complete overhaul. This includes critical maintenance to ensure the fencing remains viable long-term."*

**Motion Carried**

A member present raised concerns that some Townhouse units are currently unable to access their designated carparks due to the positioning of balcony struts. It was agreed that an engineer be engaged to assess whether the struts can be repositioned to allow access to the car spaces, whilst awaiting the outcome of the RO (Rectification Order).

It was further noted that structural repairs to the Panorama building are to recommence shortly (subject to scheduling) and are expected to be complete by the end of the year (2025). These works are being funded by the original engineer, rather than the builders.

Additionally, members present discussed and agreed to proceed with a test patch repair to a cladded section of façade in accordance with the recommendations included in the Wise Choices report, to confirm if the recommended works will sufficiently address the water ingress issues. This test patch is to be expended via the Sinking Fund for up to \$43,220.00 in accordance with the Sinking Fund Forecast report, with the initial test patch to be in an accessible location.

**NEW MOTION 12:** *"That the Owners Corporation RESOLVE to undertake testing of facade remediation for water ingress resolution using the existing budgeted facade allocation in the Sinking Fund Budget."*

**Motion Carried**

**ITEM 11 – MAINTENANCE PLAN**

The meeting noted that a programmed maintenance register is maintained by Grady Strata in consultation with the Executive Committee. A formal Maintenance Plan will be obtained when the Sinking Fund Forecast Report is updated in 2026, so that both reports are cohesive.

**ITEM 12 – FIRE SAFETY REVIEW**

The meeting noted that the cladding affixed to the building is a non-flammable product by Innowood, therefore compliant with the National Construction Code. The meeting also noted that all the maintainable fire assets within the building are maintained in accordance with the relevant Australian Standards under contract by Form1 Fire.

**ITEM 13 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)**

The meeting noted the below maintenance items:

- **Fence Repairs** (Common Property Fences Only): It was raised that the common property fences are showing signs of deterioration, including loose screws and palings. Members acknowledged the importance of undertaking timely repairs to preserve the condition and longevity of the fences, noting that delaying replacement could result in long-term cost savings. It was agreed to proceed with engaging trades to inspect and carry out necessary repairs to the common property fences throughout the complex. These works will be funded via the Sinking Fund, with an allocation of up to \$40,019.00 in accordance with the Sinking Fund Forecast report.

- **Lift Noises:** Members present raised concerns regarding noise generated by one of the lift pumps in the Northpoint building. The pump is designed to extract groundwater from the lift shaft as required; however, it appears the float mechanism may be malfunctioning, as the pump continues to operate even when water levels are low. Reports suggest the pump sounds as though it is pumping air rather than water, raising concerns about potential damage to the pump. Grady will escalate this issue to the lift technicians (Schindler) Lifts and Level Plumbing for further investigation.
- **Main Entry Door (Northpoint):** Over the weekend, one of the main entry doors to the Northpoint building was not closing properly. Class Locksmiths attended afterhours to rectify this and advised that the issue appeared to be resulting from the weight of the recently installed full-length blocker plates and therefore suggested that stronger hinges be installed to the door to offset the weight of the blocker plate. This is currently being investigated. Additionally, it was noted that some of the entry doors slam shut. The Building Manager will conduct an inspection of all common area doors and will adjust the arm closers as needed. These adjustments will aim to ensure the doors close securely without slamming, acknowledging that achieving the right balance between functionality and impact may be difficult.
- **Manual Chain – Northpoint Garage Door:** A quote has been obtained to replace the broken manual chain on the Northpoint garage door. While this quote was provided to the outgoing Executive Committee, a final decision had not been reached. It was noted that this quote, along with any other outstanding quotes, will be forwarded to the incoming Executive Committee for further consideration and/or approval.

## GENERAL BUSINESS

### ITEM 14 – ANY OTHER ITEMS

The meeting noted the below maintenance items:

- **Complex Signage:** An enquiry was received prior to the meeting proposing the installation of external signage to clearly identify building addresses and assist guests, delivery personnel, and postal services. Members present agreed to proceed with the proposed signage installation. This matter will be raised with the incoming Executive Committee (EC) for guidance regarding the design and placement of the signage.
- **Fire Alarms:** It was noted that when the fire alarms are activated, residents are often uncertain whether evacuation is required, as the alarms lack clear and informative messaging. It was suggested that the alarm system be updated to include an audible evacuation instruction between the alarm tones. Grady's will raise this with the fire technicians at Form1Fire to confirm whether the fire panel software can be modified accordingly.

**Important Note:** *In addition to the above, all residents are reminded to evacuate immediately if there is any uncertainty, or if alarm tones are present. Thank you for your cooperation.*

- **Entry Doors & Fire Escape Doors – Propped Open:** It was raised that some residents have been propping open entry doors and fire escape doors. This behaviour poses a significant safety and security risk to both residents and the complex. These doors must remain closed and locked at all times, to prevent unauthorised access to the property. It was agreed that signs be placed around the entrances and fire escapes to remind residents of these rules.
- **Cleanliness & Cleaning Contractors:** Members present provided feedback regarding the services provided by the current cleaners and areas needing further attention, as listed below.
  - Cleaners will be reminded that doors must not be propped open. Propping doors open compromises the safety and security of the building, may interfere with fire safety protocols, and can allow unauthorised access to common areas. All doors, particularly entry and fire escape doors, must remain closed and secured at all times in accordance with building safety standards.
  - Cleaners are to be reminded to check and clean the fire stairwells more frequently, as rubbish is being dumped and left unattended in these areas. In addition to impacting the sanitation and overall cleanliness of the property, this can attract pests or rodents and may obstruct doors, potentially impeding access during an emergency.
  - Cleaners will be asked whether vacuuming can be carried out in the carpeted areas before moving to the tiled areas. This request follows concerns raised by members regarding early morning noise disturbances, as vacuuming typically begins at 8am on the tiled surfaces, with sound travelling into surrounding and lower-level units.
  - Cleaners currently attend to external areas on a rotational basis; however, it was raised that the main entrances require more frequent attention. As the primary access points to the complex, these areas experience higher foot traffic and serve as a focal point for residents and visitors. To maintain a high standard of presentation, cleaners will be asked to attend to the external areas around the main entrances more regularly, including the removal of debris around the concrete blockers and wheel stops to the external visitor parking.

**Meeting Closed at 7:44 PM**



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0010752</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	02/04/2025 to 02/04/2026 at 4:00pm
<b>The Insured</b>	THE OWNERS - UNITS PLAN NO.4138
<b>Situation</b>	41 PHILIP HODGINS STREET WRIGHT ACT 2611

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$60,810,258

Common Area Contents: \$608,103

Loss of Rent & Temporary Accommodation (total payable): \$9,121,538

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

##### Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

##### Policy 7 – Catastrophe Insurance

Sum Insured: \$9,121,538

Extended Cover - Loss of Rent & Temporary Accommodation: \$1,368,230

Escalation in Cost of Temporary Accommodation: \$456,076

Cost of Removal, Storage and Evacuation: \$456,076

##### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



**Policy 9 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

02/04/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**Panorama / Northpoint**  
**THE OWNERS – UNITS PLAN 4138**  
**MINUTES OF EXECUTIVE COMMITTEE MEETING**

**Meeting held via Zoom at 4:00PM on Thursday 20<sup>th</sup> of February 2025**

**MEMBERS PRESENT:**

**EXECUTIVE COMMITTEE (EC):** Allan Ryan (Lot 41), Kara Franklin (Lot 6), Aimee Bond (Lot 147), Ash Dodds (Lot 17), Ryan Baker (Lot 144), and Kath Grant (Lot 170).

**APOLOGIES:** Kristine Blundell (Lot 47), Kumar Krishna (Lot 164), and Emily Stein (Lot 91).

**STARTA MANAGER (SM):** Owners Corporation Manager’s representatives from Grady Strata & Facilities – Michael Grady & Brooke Walton

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**1 APPROVAL OF PREVIOUS MINUTES**

- 1.1** The Committee accepted the minutes of the previous Executive Committee Meeting, held on Thursday 7th November 2024. – **APPROVED**

**2 DEFECTS**

**2.1 Outstanding Defects:**

Michael Grady provided an update on all current/outstanding defects at the complex and associated communications with Empire & The Construction Occupations Registrar (Registrar) to pursue appropriate remediation and rectifications. – **NOTED**

**2.2 Structural Issues and Rectification Order (Balconies of Units 57-85):**

The Construction Occupations Registrar has now issued an emergency rectification order to the Builder with respect to the balconies of Units 57 – 85. The emergency rectification order covers, primarily, make-safe works to ensure the balconies do not collapse in the short-term. The Diagnostech report, once issued, will be utilised to request complete remediation of the balconies (including waterproofing, tiling, re-construction of timber elements). Diagnostech are currently investigating and reporting on the proximal cause of water ingress to the timber beams, with Advanced Structural Designs reporting on the overall failure of those beams from various sourced. It appears that the cause of the water ingress to the balconies is partially due to the timber being attached directly to the masonry walls which are known to be porous and is therefore absorbing moisture and distributing this to the wooden beams, but also with non-compliant waterproofing membrane and incorrect balcony tiling detailing. The likely failure of these balconies was noted in the first Wise Choice report the Owners Corporation obtained several years ago. Diagnostechs report and findings is anticipated to be received within approximately 2x weeks which will then be submitted to the Registrar for further review, in hopes of obtaining an RO for all balconies to be rectified by Empire. – **NOTED**

### 2.3 Structural Beams in Basement & Compensation Discussions:

The Committee agreed for the Owners Corporation to provide Unit 31 with a compensation amount of \$5,000 due to the significant impacts of the structural beams in Unit 31's car space. It was noted that Unit 31 is the only car space to have been substantially decreased in square meterage and associated Unit Entitlements as a result of the structural beams. WSP have re-calculated Unit 31's car space and associated costs and have agreed to provide Unit 31 with \$5,000 compensation. Bringing Unit 31's total compensation amount to a total of \$10,000 compensation (\$5,000 from the Owners Corporation and \$5,000 from WSP). Unit 19 was initially anticipated to be impacted by the structural beams as well, however it has since been confirmed that no further additional beams will be installed in their car space and the existing beams provide minimal impact /alteration to their unit entitlements. It has therefore been determined that compensation to Unit 19 will no longer be applicable. – **NOTED**

(a) The Committee agreed for the Owners Corporation to provide Unit 31 with a compensation amount of \$5,000 due to the substantial impacts of the structural beams in Unit 31's car space. – **APPROVED**

(b) The Committee approved for Grady Strata to sign the appointment of builder and appointment of certifier forms for the Panorama structural works requested by Empire, on behalf of the Owners Corporation. – **APPROVED**

### 2.4 Defects / Water Ingress into Units 170 & 178:

The water ingress into Unit 170 appears to have stopped, leaving the repairs to the carpet and ceiling remaining. That said, further works to ensure no water ingress to Unit 170 needs to be undertaken in accordance with the latest Peak report. However, the leaks / water ingress into Unit 178 and the communal alcove seating area is unfortunately still present. The cause of this water ingress/leaks are believed to be a result from the upright skirting tiles that have been attached to the bottom of the external cladding which prevents water from escaping behind the cladding resulting in the water ingress and penetration issues that we have started identifying. Grady Strata will pursue Empire to remove all skirting tiles from the external cladding to rectify current water ingress issues and to prevent future leaks and to re-detail the cladding as necessary. – **NOTED**

## **2.5 Water Ingress in Basement:**

It was noted that at the time of construction of the Panorama/Northpoint apartments the National Construction Code (NCC) considered basements to be wet areas, with water entry permitted. Requirements for basements to be watertight was not defined under the NCC during construction. It was therefore noted that rectifications of water ingress into the basement would likely be at the Owners Corporation expense. The Committee agreed to further investigate the basement leaks, with the primary focus being the basement ceiling leaks. These basement leaks and ingress issues are currently being reviewed and quoted. – **NOTED**

## **3 OUTSTANDING PLUMBING WORKS**

### **3.1 Level Plumbing (Quote No. 187340) Hot Water Heater Replacement:**

The Committee approved the Level Plumbing quote (No. 187340) to replace the hot water heater. As the current unit failed due a split heater exchanger in the system which was beyond economical repair. – **APPROVED**

### **3.2 Level Plumbing (Quote No. 186744) Hot Water Control Board:**

The Committee approved the Level Plumbing quote (No. 186744) to replace the hot water control board. As the current controller had failed due to a pinhole leak in the manifold. – **APPROVED**

## **4 HOT WATER TAP INSTALLATIONS**

### **4.1 Drips & Drains (Quote No. 23103) – Hot Water Tap Installations:**

The Committee approved Options 2 & 3 of the Drips & Drains quote (No. 23103) to supply and install 2x hot water vandal-proof taps. One on the external wall of the courtyard of the Panorama building and in the plantroom of the Northpoint building. So that hot water is more accessible to both buildings for ongoing cleaning services. – **APPROVED**

## **5 FORM1 FIRE QUOTE – FIRE EXTINGUISHERS**

### **5.1 Form1 Fire (Quote No. 30847) – Fire Extinguisher Replacements:**

The Committee approved the quote from Form1 Fire to replace x 4.5kg ABE extinguishers and 28 x 2.5kg ABE extinguishers. These fire extinguishers are currently due for a Level 4 (5 yearly service) in accordance with current legislative requirements. Noting that replacements were recommended by the fire technicians due to it not being economical to pressure test DCP extinguishers. – **APPROVED**

## 6 BIN ENCLOSURES – AUTOMATIC ROLLER DOOR & PIN PAD

### 6.1 MSR Electrical (Quote No. 7013) – Amended Quote/Pricing:

The Committee previously approved a quote from MSR Electrical to upgrade the bin enclosure doors to automatic roller doors with pin pad controls. Unfortunately, MSR's initial quote was significantly underquoted and therefore MSR have now provided an amended quote with updated pricing. Upon review of the updated quote, it was noted that the costs to upgrade all waste enclosure doors would exceed the allocated budget for this expenditure. It was therefore determined that only the Panorama waste enclosure door would be upgraded (1x door). Noting that the primary intention of these upgrades was to appease Unit 1's concerns regarding disability access. Upgrading the Panorama waste enclosure door would then act as an initial review of cost effectiveness for the Owners Corporation, by monitoring associated callouts, maintenance, and repairs of the new door. With the intention of raising additional funds at the next AGM for the remaining waste enclosures to be upgraded if agreed to by the Owners Corporation. – **APPROVED**

- (a) The Committee agreed to approve the amended quote from MSR Electrical to upgrade the Panorama waste enclosure door to an automatic roller door with pin pad controls – **APPROVED**

## 7 APPLICATIONS / REQUESTS

### 7.1 Unit 48 – Alteration Requests – Paint Door & Install External Step:

The Committee approved for Unit 48 to paint the border of their front door adjoining to their private property, to be painted in Manor Red (brownish red colour). The Committee also approved for Unit 48 to install a decking step to their rear courtyard entrance. – **APPROVED**

### 7.2 Unit 117 – Pet Application – 1x Cat:

The Committee approved Unit 117's pet application/request for 1x small domestic shorthaired white + tortoiseshell cat. – **APPROVED**

## 8 GENERAL BUSINESS

### 8.1 Building Manager Report:

The Committee noted the attached Building Managers Report. One of the EC members requested a further update regarding the noises in the lift shaft believed to be coming from the pump. Schindler have completed an initial inspection approximately a week ago and will be returning to site with Level Plumbing on Monday 3<sup>rd</sup> March, as part of their planned maintenance. During this attendance they will be completing a health check to the pump. – **NOTED**

## 8.2 Improving Complex Security:

It was agreed that prioritising available funds to ongoing structural issues and associated engineering reports is in the best interest of the Owners Corporation. However, it was still noted that there have been ongoing issues with break-ins particularly to the Northpoint basement. It was agreed that Grady Strata would investigate/obtain quotes for the below: – **NOTED**

- Installation of additional signage, lighting, and a camera outside the Northpoint garage door.
- Reminder notice to all owners/residents to close doors behind them, to be more vigilant in preventing tailgating, and unauthorised access where possible, and to report any suspicious behaviour to the Police and Building Manager.
- Quote to upgrade the garage door to a faster mechanism to help prevent tailgating. Noting that faster door mechanisms will increase the wear and tear to the motors.

In addition to the above, the Committee believe that upgrading the fob activated systems would primarily be required for the Northpoint building as the Panorama side of the complex have not experienced as many security issues to warrant such an expensive upgrade. Members present also suggested that the fob activated systems be installed/connected to the lifts in the Northpoint building, so that unauthorised persons do not have complete access to the building. Grady Strata will continue to seek additional quotes to upgrade the fob activated systems, primarily focusing on the Northpoint building and ensuring the lifts are included.

## 8.3 Complex Electrification - Expressions of Interest (EOI) for the Sustainable Apartments Pilot:

The Committee requested that Grady Strata submit an EOI for the ACT Gov Electrification pilot program on behalf of the Owners Corporation of UP4138. The Committee agreed for Grady to proceed with this submission noting that Schedule B fees would apply (at approximately \$120 per hour). – **APPROVED**

## 8.4 EV Charging:

The Committee agreed to hold-off on pursuing any investigations into EV Charging until the results of the electrification submissions have been confirmed. If selected for the electrification pilot, then investigations into EV charging options will be included within the complex-wide electrification investigations. However, if not accepted into the electrification pilot, then further discussions are to take place at the AGM to confirm if/how owners would like to proceed. – **NOTED**

**8.5 Higgins Painting Contract (2025) – Year 2 Maintenance Schedule:**

The proposed maintenance schedule for the building repainting contract with Higgins Painting, was presented to the EC before the meeting for prior consideration. The Committee requested further clarification of the areas proposed for each part of the maintenance schedule. Grady Strata will obtain photos for each area to be provided to the EC via email, for further consideration prior to proceeding with the painting works. – **NOTED**

**8.6 Gardening Committee:**

One of the EC members presented the following requests on behalf of the gardening committee: – **NOTED**

- Obtain quote from Corporate Gardens to plant 5 or 6 dark red crepe myrtles between blocks A & B of Panorama. Noting that the crepe myrtles are to be established plants rather than saplings.
- Obtain quote from Corporate Gardens to install rosmarinus prostrate plants as ground coverage, between blocks A & B of Panorama.
- Obtain quote from Corporate Gardens to install a new layer of mulch in the garden beds between Blocks A & B of Panorama (at the same time).

**8.7 Additional Maintenance – General:**

**8.7.1** A member present reported 2x external drains between blocks B & C are full of detritus and need to be cleared. Grady Strata will arrange for the Building Manager to clear these drains or alternatively raise this with the gardeners. – **NOTED**

**8.7.2** A member present reported that a trailer (number plate 29956G) has been attached to a post on common property. Grady Strata will raise this with the building manager to inspect and will attach a notice to the trailer to request immediate removal. – **NOTED**

**8.7.3** A member present advised that the fence between Unit 3 and 4 appears to be falling down and in need of repair. Grady Strata confirmed that the fence is not part of common property (responsibility is split by 50% between the adjoining Owners, being Unit 3 & 4). Grady's also confirmed that the individual units are currently in discussion with one-another to arrange repair/replacement of their shared fence. No further action required by Grady's or the EC. – **NOTED**

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***The meeting ended at 5:39 PM***

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BUILDING MANAGERS  
REPORT

NORTHPOINT/ PANORAMA  
UP4138  
FEBRUARY – 2025

COMPILED BY: NICK  
MCCAULEY

**Security (Pedestrian Doors, Access Control/Intercom):**

- Conduct regular checks of Common Property door closers and adjust as required.
- All access control and intercom operational.
- Entry Door closers on both Northpoint and Panorama replaced by Class Locksmith.
- Door handles on Northpoint replaced with lever handles by Class Locksmith.
- Blockers installed on Northpoint entry doors.

### **Cleaning & Waste Management**

- Bulky waste successful - **Feb**
- Deep clean of bin rooms performed by BM - **Jan**
- More bulk waste deposited into bins rooms – consolidated to one area by BM

### **Height Safety System (HSS)**

- HSS updated by RIGCOM when doing external window cleaning. Now compliant until March 2025.

### **Hydraulic (including leaks, hot water systems and plumbing works)**

- All applicable hot water units and circulation pumps have been serviced and are up to date.
  - Date last serviced: September 2024
  - Date next service due: March 2025
- Sump and lift well pumps have been serviced and are up to date.
  - Date last serviced: September 2024
  - Date next service due: September 2025
- Back flow valves have been serviced and are up to date.
  - Date last serviced: March 2024
  - Date next service due: March 2025

### **Fire**

- Automatic Alarm monitoring is done by ADT monthly
- Sprinklers and the fire indicator panel (FIP) are monitored by Form1 monthly, no faults have been noted.
- All Emergency exit lighting has been tested and faults reported.
  - Date last serviced: September 2024
  - Date next service due: March 2025
- All fire extinguishers have been tested and passed.
  - Date last serviced: September 2024
  - Date next service due: March 2025
- All fire hydrant hoses, and backflow valves have been tested and faults reported.
  - Date last serviced: September 2024
  - Date next service due: March 2025
- Hydrant booster and sprinkler valves has been tested and faults reported.
  - Date last serviced: September 2024
  - Date next service due: March 2025
- All fire doors have been tested and faults reported.
  - Date last serviced: September 2024

- Date next service due: March 2025
- Notification from fire monitoring about fault in FAS. Form1 dispatched to investigate fault. **Awaiting report.**

### **Electrical**

- Internal lights and sensors are checked daily.
- External lights are checked weekly.
- Lights and sensors replaced:
  - Panorama x 2
  - Northpoint x 4
  - External x 0
- All switch boards have been thermal scanned, and RCDs tested and passed.
  - Date last serviced: September 2024
  - Date next service due: September 2025

### **Lifts**

- All 2 lifts are in working order. There have been no faults.
  - Date last serviced: September 2024
  - Date next service due: December 2024
- **April 2024**
  - Panorama LED light displays on ground level and B1 are to be replaced due to falling off the wall – **Ongoing issue to be followed up.**
- **Feb 2025**
  - Pump in liftwell of Northpoint required cleaning. Schindler assisted but stated that a plumber should be doing this. Liftwell requires Schindler onsite to access at next plumbing service.

### **Mechanical (CO2 Sensors, Ventilation Equipment)**

- Hvac Systems have been tested and passed.
  - Date last serviced: April 2024
  - Date next service due: April 2025
- CO2 sensors have been tested and faults reported.
  - Date last serviced: January 2025
  - Date next service due: April 2025

### **Doors (Garage Doors, Swing Entry Doors, Garbage Room Roller Doors)**

- All roller doors including waste room doors have been serviced and are in good working order.
  - Date last serviced: February 2025
  - Date next service due: August 2025
- Regular check of entry doors to all buildings they have been adjusted as needed.
- Awaiting quotes for manual chain opener in Northpoint carpark entrance.

### **Pest Control**

- Rodent bait stations have been checked and refilled as necessary.
  - Date last serviced: February 2025
  - Date next service due: May 2025

- the bi-annual internal and external pest surface spray of all common areas has been completed.
  - Date last serviced: December 2025
  - Date next service due: June 2025

### **Gardens & Courtyards**

- Corporate Gardens have completed their regular weekly scheduled servicing with no missed attendances.
- BBQs tested and working well.
- Irrigation sprinkler in Zone 2 leaking profusely. Corporate gardens remediated

### **General Building Works (Repairs & Maintenance)**

- Balconies on townhouses facing Swallowtail drive have been reported for structural issues with engineering inspections underway. Props in place for multiple balconies to support them. Residents warned to stay off the balconies for the time being.
- Locks on basement 2 fire stairs changed from the old, restricted key barrel to the new – **Barrels were missed originally by Canberra Locksmith when the rest were changed.**

### **Incidents Reported**

- Multiple reports of parcel theft in Northpoint building. Suspect has been identified to a Unit. Unit resident has assured Grady that the offending person no longer resides at the complex. No police reports were made by the victims of the thefts.
- Northpoint parking garage was broken into on Christmas day and Boxing day, resulting in the theft of two motorcycles from Basement 2. Police reports have been filed, and statements made by BM along with handing over CCTV footage pertaining to the event.

### **Standard Operational Checks (Daily, Weekly, Monthly):**

**Building Exterior (including courtyard)** – Daily (litter, damage check)

**External Doors (swing doors, car park rollers, garbage room)** – Daily (check for faults & damage).

**Car Park** – Daily (rubbish, leaks, lights), Weekly (Storage of items, oil leaks).

**Lifts** – Daily (entry doors, cleanliness, operation), Weekly (lift phones).

**Corridors** – Daily (lights, carpet stains, damage).

**BBQs** – Weekly (cleanliness, operational check).

**Hot Water** – Daily (check operation of each burner, temperature out and in, circulating pumps, controllers).

**Hydraulic** – Daily (fault alarm check), Weekly (check pumps operating during rain), Monthly (strip drains).

**Roof** – Weekly (check functionality of access hatches), Monthly (general box gutter check, where safe).

**Maintenance Management Software** – Daily (check and update tasks, follow up quotes), Monthly (check programmed maint register and seek quotes 1-2 months in advance).

**Waste** – Daily (check for dumped waste and identify dumpers where possible, break down cardboard), Monthly (pressure wash stains).

**Irrigation** – Weekly (check functionality and discuss programming with gardener).

### **Ongoing Notes**

- Issues still being pursued with access Canberra: **New BM to investigate ongoing issues and action where needed.**
  - Unit 105 leak in the front entry.
  - Unit 145 leak from failed shower water proofing.
  - Unit 170 leak in the cladding and/or external weatherproofing.
  - Northpoint front entry leak likely failed waterproofing.
  - Northpoint Level 4 hallway leak (near U170) likely cladding and/or external weatherproofing.
  - Unit 37 leak likely from the balcony and/or cladding.
  - Unit 72 garage leak.
  - Unit 1 garage leak from exterior wall.
  - Panorama structural works BA/certifier details.
  - Panorama structural works damage to CP front entry and basement.

# **PANORAMA / NORTHPOINT**

## **The Owners Corporation – UNITS PLAN 4138**

### **EXECUTIVE COMMITTEE MEETING MINUTES**

**Meeting: Thursday 7<sup>th</sup> November 2024 at 5pm**

**Location:** Online via Zoom.

#### **MEMBERS PRESENT:**

##### EXECUTIVE COMMITTEE (EC):

Allan Ryan (Unit 41), Kristine Blundell (Unit 47), Chris Dickie (Unit 52), Aimee Bond (Unit 147), Kara Franklin (Unit 6), Kumar Franklin (Unit 164), Ashleigh Dodds (Unit 17), Ryan Baker (Unit 144), and Kath Grant (Unit 170).

STRATA MANAGER (SM): Owners Corporation Manager representatives from Grady Strata & Facilities – Michael Grady & Brooke Walton.

APOLOGIES: Emily Stein (Unit 91).

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#### **1. ELECTION OF OFFICE BEARERS**

*During the meeting the following EC members were elected for office bearers positions:*

**Chair** – Allan Ryan (Unit 41)

**Treasurer** – Kristine Blundell (Unit 47)

**Secretary** – Ashleigh Dodds (Unit 17)

**APPROVED**

#### **2. DEFECTS**

##### **2.1. Panorama Structural Issue – Updates & Discussions:**

Empire Global has obtained Building approval from Access Canberra to proceed with the installation of the structural beams in the basement. Regarding the two (2) car parks that are impacted most by these structural beams, members present discussed providing compensations to both units as a possible solution for the permanent reduction to their car spaces. It was noted that Empire have declined to provide any compensation at this time. Therefore, it was discussed that the compensation would likely fall to the Owners Corporation to pay. It was agreed that Grady Strata would engage a valuer to get costing advice for these compensation amounts. In addition to compensation being provided to the two (2) units primarily affected, it was discussed that an amendment would need to be made to the Strata Plan to note the subsidiary changes to all units affected by the permanent load bearing structures. Noting that these amendments are for the Units Plan only and will not involve changes to the unit entitlements.

Members present reviewed and discussed the legal advice from MinterEllison. MinterEllison's advice consisted of three options to amend the Units Plan. These options consisted of, applying for a boundary authority, applying for a building damage order, or to cancel the Units Plan entirely and seek to have a new Units Plan/s registered. It was discussed that the boundary authority resolution would not be feasible given the size of the complex, as this option would require a unanimous resolution which would not be practical for a complex consisting of 180 units. Based on these discussions it was agreed that the building damage order via ACAT would be the most suitable option moving forwards.

Approval was provided for Grady Strata to relay the relevant information from this legal advice to Empire Global, for their reference and to seek their assistance in applying to ACAT.

# **PANORAMA / NORTHPOINT**

## **The Owners Corporation – UNITS PLAN 4138**

### **EXECUTIVE COMMITTEE MEETING MINUTES**

#### **2.2. Current Defect List:**

Members present briefly discussed the ongoing building defects at the complex. It was also noted that Allan (Chairperson) will be meeting with Empire Global to further discuss these defects.

### **3. GARDENS**

#### **3.1. Irrigation Installation (Update):**

An update was provided on the new irrigation systems which have now been installed at the complex. It was noted that the new irrigation systems are able to read the current weather patterns and automatically adjust to suit the weather conditions present. However, the gardeners will still monitor the systems regular to ensure they are working effectively.

#### **3.2. Landscaping Works for 2024-2025:**

It was noted that there is an expenditure allowance of \$20,000 available in the Sinking Fund for landscaping works at the complex. It was agreed that the gardening committee will further consider and discuss the installation of additional plants at the complex via the SF expenditure allocation. The Gardening Committee will advise Grady once a plan of action has been proposed.

In addition to this the EC have recently approved the installation of additional mulch to the two gardens beds at the end of the townhouses that lead to the street. Grady Strata are to follow-up with the gardeners to confirm that the mulch has been installed and that the new drip lines have been buried under the existing mulch before installation, to protect the new irrigation systems from damage/foot traffic.

With regards to the frequent foot traffic in this area, Grady Strata proposed that a resolution be investigated to redirect foot traffic in this area, such as installing pavers through the middle of the garden bed. Members present advised that this area does not have many plants aside from a few trees and therefore agreed to hold off on installing pavers for now as they believe that the addition mulch should protect the irrigation sufficiently.

### **4. CO2 CARPARK VENTILATION SYSTEM**

#### **4.1. Northpoint Carpark Ventilation – Noise Complaint:**

A noise complaint has been received from a resident regarding the CO2 ventilation system located in the basement and associated noise transference into their unit above when the system is in operation. Currently the carpark ventilation equipment operates 3 times a day. Grady Strata obtained a quote from Pacific FM for \$1,870 to alter the strategy to operate the system once daily whilst still meeting the CO ventilation requirements. The EC determined that decreasing the ventilation system to once daily, will result in the CO2 sensors being activated more frequently and at unknown times throughout the day. Which may end up being more disruptive to the above units due to the inconsistency of operation. The current system (operating 3 times per day) is scheduled for approximately 20min at the same time each day and can therefore be more easily anticipated/avoided.

Although the noise is causing some disruption, the EC agreed that the priority is to ensure the health and safety of all residents/guests at the complex and to ensure that the CO2 levels in the basement always remain at a safe standard. The EC have agreed to decline the quote from Pacific FM at this stage, with the current ventilation system to remain at 3x operations per day.

# **PANORAMA / NORTHPOINT**

## **The Owners Corporation – UNITS PLAN 4138**

### **EXECUTIVE COMMITTEE MEETING MINUTES**

#### **5. SECURITY UPGRADES**

##### **5.1. Northpoint Security Upgrades:**

To increase the security at the complex and deter further break-ins; quotes were obtained and presented to the EC to install additional blocker plates, doorhandles, and door closers to main entry doors at the complex. The EC approved to proceed with the quote from Class Locksmiths to install full length blocker plates and lever style door handles to all three main entry doors. Along with replacing the door closers to all entry doors throughout the complex (both Panorama and Northpoint).

Grady Strata also obtained initial indicative costs to install a fob activated system at the complex, to see if the EC would be interested in further pursuing this. Initial costings below for reference.

##### **Replacements / Upgrades to Access Control Systems and Card Readers:**

- CXI Quote – Option 1 (**Northpoint**) = **\$78,312.45**
- CXI Quote – Option 2 (**Panorama**) = **\$52,398.81**
- CXI Quote – Option 3 (**Panorama & Northpoint**) = **\$99,868.80**

Members present agreed to further investigate the installation of a fob activated system at the complex. To be presented to the OC for further consideration and approval once further quotes have been reviewed by the EC and a scope of works has been confirmed.

#### **6. GARBAGE ROOM DOOR AUTOMATION**

##### **6.1. Replacement of Roller Door Motor to Garbage Room:**

At the recent AGM the Owners Corporation agreed to automate the bin room doors throughout the complex by installing motorised roller doors, equipped with pin pads for access. The EC raised concerns with possibility of additional dumping of waste, as a result of residents forgetting the code to the bin rooms. It was suggested that a sign be placed near the keypad reminding residents of the code. It was also suggested that the code be set to a number combination that would be easy for residents to remember, such as the UP number or postcode, etc. and that concise communication be sent to all owners/residents to advise of the code prior to installation.

#### **7. GENERAL BUSINESS**

##### **7.1. Contracts to be Reviewed:** Nil Due.

##### **7.2. Complex Signage (Maps):**

Installation of signs throughout the Northpoint and Panorama, displaying maps of the complex and current positioning, have been discussed. Grady Strata will follow-up on the designs for these signs, to further discuss with the EC.

##### **7.3. Renewal of (3yr) Habitat Channel Agreement:**

The EC agreed to renew the 3-year agreement with Habitat Channel for continued use of the digital notice boards at the complex.

**APPROVED**

# **PANORAMA / NORTHPOINT**

## **The Owners Corporation – UNITS PLAN 4138**

### **EXECUTIVE COMMITTEE MEETING MINUTES**

#### **7.4. Floor Cleaning (Carpets & Tiles):**

Members present approved the quotes from Maiden Cleaning to complete carpet and tile cleaning services throughout the complex. Details of the approved quotes are included below:

- **Northpoint** Carpet Cleaning = \$1,900 (excl. GST) / **\$2,090 (incl. GST)**
- **Panorama** Carpet Cleaning = \$550 (excl. GST) / **\$605 (incl GST)**
- **Northpoint** – Tiles (GF, L1, L5 & BBQ area) = \$1,800 (excl. GST) / **\$1,980 (incl. GST)**
- **Panorama** – Tiles (on zero level) = \$500 (excl. GST) / **\$550 (incl. GST)**

#### **7.5. Hot Water Controller Replacement:**

Level Plumbing were recently engaged to attend site afterhours to investigate and repair a leak to the hot water system. Level Plumbing completed temporary repairs while on-site and have since advised that the hot water controller requires urgent replacement. Level Plumbing have provided a quote of \$5,70.70 (incl. GST) for this replacement. This quote was presented to the EC; however, the EC have requested a second/comparative quote before proceeding.

#### **7.6. Installation of Hot Water Tap:**

Drips & Drains have provided a quote of \$5,058.90 to install a hot water tap in the bin room at Northpoint and on the external courtyard wall at Panorama. We are still waiting for a second comparative quote, which will be provided to the EC for consideration as soon as this is received.

#### **7.7. Building Repainting Contract:**

There is 80 Hours of painting allocated in the Higgins Painting Contract for works in 2025. It was discussed that the Building Manager complete a walkthrough of the complex to inspect and review the current state of the painting and determine what areas should be prioritized for the upcoming painting works/schedule. Once reviewed the Building Manager is to provide their report and/or recommendation to the EC for final review, before consulting with Higgins to commence works.

## **8. APPLICATIONS**

### **8.1. Unit 72 – External Balcony Blinds:** EC Declined Application.

The EC discussed this application and raised concerns regarding the blinds being attached to the balcony/structure and possible damages from heavy winds. It was requested that Unit 72 explore alternative options that don't involve being affixed to the building whilst also withstanding heavy winds. It was agreed that the application be declined until Unit 72 can provide an alternative plan.

**DECLINED**

### **8.2. Unit 157 – Pet Applications (1x Cat & 1x Dog):** EC Approved Applications.

The EC discussed and agreed to approve both pet applications for Unit 157.

**APPROVED**

## **9. NEXT MEETINGS**

### **9.1. Next EC Meeting:**

TBA.

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*The meeting ended at 7:05 PM*

**Annual General Meeting  
'PANORAMA APARTMENTS'  
41 PHILIP HODGINS STREET, WRIGHT**

Held via Zoom and at Weston Creek Labor Club, 4 Teesdale Pl, Stirling on the 28<sup>th</sup> of August 2024 at 6.00pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Present:** Representatives for Lots: 164, 41, 91, 170, 97, 54, 31, 153, 177, 100, 147, 17, 6, 148, 21, 180, 144, 1.

**Proxies:** 47.

**Absentee Voting Forms for Lots:** 94, 18, 19, 7.

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Mr Allan Ryan, Chair of the Executive Committee, assumed the role of Chair of the Annual General Meeting.

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members to the meeting and provided a brief outline of works undertaken by the Executive Committee during the year including review and re-tendering of several ongoing contracts, carpet cleaning, deep cleaning of tiles, external window cleaning, hot water system maintenance and replacements, garden works, bulky waste collections, roller shutter maintenance, lighting replacements and alike.

## **MINUTES**

### **ITEM 1 - MINUTES**

**Motion 1:** *“That the Owners Corporation adopt the 2023 Annual General Meeting Minutes as provided.”*

**Motion Carried**

## **FINANCIAL STATEMENTS AND REPORTS**

### **ITEM 2 - FINANCIALS**

**Motion 2:** *“That the Owners Corporation adopt the audited financial statements for the financial year ended 30 June 2024.”*

**Motion Carried**

## **2024-25 BUDGET**

### **ITEM 3 – BUDGET**

**Motion 3:** *“That the Owners Corporation adopts an administrative budget of \$331,108.75 (Plus GST) and that a contribution be determined to the Administrative Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 October 2024, 1 December 2024, 1 March 2025 and 1 June 2025.”*

**Motion Carried**



**Motion 4:** “That the Owners Corporation adopts a Sinking Fund expenditure budget of \$430,379.52 (Plus GST) and that a contribution of \$228,687.68 (Plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 October 2024, 1 December 2024, 1 March 2025 and 1 June 2025.”

**Motion Carried**

#### ITEM 4 – PANORAMA BUDGET

**Motion 5:** “That the Owners Corporation adopts a **Panorama (Units 1-40)** administrative budget of \$38,002.34 (Plus GST) for the 2024/2025 financial year and strike levies equal to the sum of the budget against all **Panorama (Units 1-40)** units on a unit entitlement basis to fall due on 1 October 2024, 1 December 2024, 1 March 2025 and 1 June 2025.”

**Motion Carried By Special Resolution**

#### ITEM 5 – NORTHPOINT BUDGET

**Motion 6:** “That the Owners Corporation adopts a **Northpoint (Units 86-180)** administrative budget of \$68,612.79 (Plus GST) for the 2024/2025 financial year and strike levies equal to the sum of the budget against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 1 October 2024, 1 December 2024, 1 March 2025 and 1 June 2025.”

**Motion Carried By Special Resolution**

## INSURANCE

#### ITEM 6 – POLICY NOTATION AND RENEWAL

**Motion 7:** “That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4138 in accordance with the attached Certificate of Currency provided by CHU Insurance and agree for the policy to be adjusted on renewal in consultation with the Executive Committee”

The meeting noted that the broker for the policy is paid a flat-rate brokerage fee, with no commission payable to anybody on the insurance policy.

**Motion Carried**

#### ITEM 7 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there are no current or outstanding insurance claims.

## ELECTION OF EXECUTIVE COMMITTEE

#### ITEM 8 – EC ELECTION

**Motion 8:** “That the Owners Corporation agree to appoint Allan Ryan, Kristine Blundell, Chris Dickie, Aimee Bond, Kara Franklin, Kumar Krishna, Ash Dodds, Ryan Baker, Kath Grant and Emily Stein to stand as Executive Committee members until the next Annual General Meeting”

**Motion Carried By Special Resolution**

#### ITEM 9 – DELEGATIONS & AUTHORISATIONS

The meeting noted that the only delegations in place between the Owners Corporation and another party are under contract between the Owners Corporation and Grady Strata. A copy of this contract is available upon request.

## BUILDING MAINTENANCE

### ITEM 10 – STRUCTURAL DEFECTS

The meeting noted that the repair of the main structural supports at Panorama has been halted due to Empire requiring two beams to be installed in car spaces at that building, with the owners impacted not approving the installation in their privately owned spaces. Legal advice is being sought to unstick the hold-out.

### ITEM 11 – MAINTENANCE PLAN

The meeting noted an updated maintenance plan will be presented to next AGM.

### ITEM 12 – FIRE SAFETY REVIEW

The meeting noted that the cladding affixed to the building is a non-flammable product by Innowood, therefore compliant with the National Construction Code.

The meeting noted that all of the maintainable fire assets within the building are maintained in accordance with the relevant Australian Standards under contract by Form1 Fire.

### ITEM 13 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

**Motion 9:** “That the Owners Corporation RESOLVE to adopt the quote from Waterland Irrigation (Quote 4481) for the installation of an Irrigation System along the central lawns and gardens as noted within the map supplied. For the avoidance of doubt, the Owners Corporation RESOLVES to amend the Sinking Fund Plan to fund these works.”

The meeting noted concerns that the controller must be compatible with 5G reception to ensure it can function appropriately given the 3G switch off.

**Motion Carried**

**Amended Motion 10:** “That the Owners Corporation RESOLVE to automate some of the bin room doors via the installation of motorised roller door motors with pin pads to the roller doors across the complex at an estimated cost of \$7,800 + GST. Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$7,800 + GST against all units on a unit entitlement basis to fall due on 1 December 2024.”

The meeting noted that the initial proposer of this motion intended for only the Panorama Garbage Room Door to be automated, however concerns were raised with the fairness of this approach.

**Motion Carried**

## GENERAL BUSINESS

### ITEM 14 – ANY OTHER ITEMS

The meeting agreed that the Committee should draft a Rule regarding flooring changes in units for consideration of next General Meeting.

*Meeting Closed at 8:01PM*



## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Meeting held via Microsoft Teams at 6:00PM on the 12<sup>th</sup> of December 2023**

**PRESENT EXECUTIVE COMMITTEE (EC):** A Ryan, K Blundell, K Franklin, C Dickie, A Bond

**OTHERS PRESENT:** Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Bobbie O'Leary

**APOLOGIES:**

### 1 Election of Office-Bearers

- a. The Committee **elected** Alan Ryan to the position of Chair.
- b. The Committee **elected** Kristine Blundell to the position of Treasurer.
- c. The Committee **elected** Kara Franklin to the position of Secretary.
- d. The Committee **acknowledged** the Roles & Responsibilities guidance document from Grady Strata, along with the legislated Code of Conduct under the Unit Titles (Management) Act 2011.
- e. The Committee **noted** the resignation of C Julian from the Executive Committee due to extenuating circumstances.

### 2 Approval of Minutes

- a. The Committee **accepted** the minutes of the meeting on the 16 June 2023.

### 3 Facilities

- a. The Committee **noted** the attached written Building Managers Report.
- b. The Committee **noted** that the gutter guard installation on the townhouses and high-rise gutters was completed in early Spring, which has reduced complaints of insulation ending up in courtyards and on balconies.
- c. The Committee **noted** that the replacement signage works and associated render repairs are now complete.
- d. The Committee **noted** ongoing concerns with performance of the cleaning company. As such, the cleaning contract has been tendered to 3 companies, with Maiden Cleaning being chosen as the successful tenderer. Changeover of contractor will occur in January 2024.
- e. The Committee **noted** receipt of a quote from PacificFM to rectify problematic CO sensors in the basement and **agreed** to proceed with works in the Northpoint building, however **declined** to proceed with works in the Panorama building until the structural remediation works are complete.
- f. The Committee **approved** a quote from Corporate Gardens to undertake re-mulching of the gardens at a 5mm thickness in appropriate tan bark. Whilst a more expensive option, forest litter mulch is problematic insofar as it only provides limited nutrients and often contains weeds. Corporate Gardens will be requested to mulch the street trees and create small wells around for watering purposes.
- g. The Committee **noted** recommendations from the Garden Working Group regarding ongoing maintenance of the gardens around the property,

including changes to the current approach to pruning whereby plants will not be pruned back as harshly to allow flowering and better growth. A meeting will be arranged with the Garden Working Group and Corporate Gardens to ensure both parties are in alignment on the maintenance of the garden areas.

- h. The Committee **considered** quotes from Corporate Gardens for various re-plantings and path installations, along with a concrete quote for the proposed Swallowtail paths. The Committee **agreed** to have Corporate Gardens clear out any dead plants for now, then discuss planting out with the Garden Working Group.
- i. The Committee **agreed** a quote from J2 Electrical for thermoscanning of the switchboards.
- j. The Committee **considered** two quotes for large signage and mirror installations in the main external driveway paths and in the Northpoint basement. The Committee **declined** to proceed with these works, except for two signs on either side of the driveway entry point as quoted by Capital Lines and Signs.
- k. The Committee **considered** a quote from Higgins Coatings for an enduring long-term painting contract for the building. The Committee **agreed** to enter in to this contract, which aligns with the existing Sinking Fund Plan cashflow allowances for painting. The schedule of works for external and internal painting is noted within the contract and is available to owners. The Committee **requested** that Hoggins price painting of the bare concrete façade walls on the Northpoint building for potential inclusion in the contract, which will uplift the facades presentation.
- l. The Committee **noted** that the Unit 6 balcony remediation works are nearing completion, however some defects exist that require remediation, particularly with respect to final finishes.
- m. The Committee **agreed** a quote from PWC Property Works for the remediation of the leaking lower-level balcony of Unit 75.
- n. The Committee **noted** that there are two new balcony leaks, one to Unit 40 and one to Unit 71. Both have been referred to Access Canberra for action, however this process is proving to be moving forward at a slow pace. As such, quotes will be sourced for remediation of both leaks in the intervening period.
- o. The Committee **approved** a quote from Level Plumbing to install a pump out solution for the Northpoint lift shaft, which is subject to groundwater rising in to the lift shaft and continually placing lift components at considerable risk.
- p. The Committee **approved** a quote from Level Plumbing for a plumbed drip tray above the Unit 176 car space.
- q. The Committee **noted** that the Access Canberra complaint seeking a Rectification Order against the builder or its nominee is ongoing. This complaint covers the following concerns:
  - a. Problematic pooling of water on the Swallowtail Drive mid-walkway steps.
  - b. Leaks from several balconies, either internal to units or directly through cracks to the balconies.

- c. Leaks in to one unit on the Northpoint building to the unit via the cladding.
- d. Leaks in to the Northpoint basement, rendering some storage cages unusable during rain.
- r. The Committee **noted** that Access Canberra have requested all of the Owners Corporations maintenance records from opening of the property until present for the purposes of considering a Rectification Order. These records will be compiled and provided to Access Canberra.
- s. The Committee **agreed** to have an anti-vandal tap head installed to the tap at the top of the hill near the Northpoint building, as residents keep removing the irrigation line to use the tap, which causes leaking to the irrigation line installed to the tap.
- t. The Committee **approved** a quote from PWC Property Works for the rectification of cladding installation issues on the Northpoint building that are causing leaks in to Unit 170.

#### 4 Strata Managers Report

- a. The Committee **noted** the provided financial reports.
- b. The Committee **agreed** to have the Northpoint Committee Members review options for an awning over the entry to the Northpoint building, following which these will be re-quoted.
- c. The Committee **agreed** to execute the Grady Strata contracts out-of-session.
- d. The Committee **approved** an application from Unit 176 to install a solar-connected 'false' skylight on their ceiling, subject to the owner of Unit 176 accepting any and all responsibility for maintenance of any roof sheet penetration in perpetuity.

## **Building Manager Report - Panorama October 2023**

**Note:** This report was provided to the Committee prior to the Committee Meeting. Not all items noted in this report were discussed at the meeting.

### **Security (Pedestrian Doors, Access Control/Intercom):**

- Conduct regular checks of Common Property door closers and adjust as required.
- All access control and intercom operational.

### **Cleaning & Waste Management**

- Cleaning standards have been maintained as acceptable with, M&M Rolfe.
- A monthly pressure wash and clean has continued in the waste rooms.
- There was a free council hard waste pick up on Monday 23<sup>rd</sup> October.

### **Height Safety System (HSS)**

- Height safety systems are all up to date and meet Australian standards.
  - Date last services: March 2023
  - Date next service due: March 2024

### **Hydraulic (including leaks, hot water systems and plumbing works)**

- All applicable hot water units and circulation pumps have been serviced and are up to date.
  - Date last serviced: September 2023
  - Date next service due: March 2024
- Sump and lift well pumps have been serviced and are up to date.
  - Date last serviced: September 2023
  - Date next service due: March 2024
- Back flow valves have been serviced and are up to date.
  - Date last serviced: March 2023
  - Date next service due: March 2024
- Level have attended site on Thursday 31<sup>st</sup> August testing the hot water risers to locate the cause of the ongoing hot water fluctuation issues. 1 area of the building was found to have a cross connection in the hotwater that feeds unite 10, 20, 30, and 40. These units will need to be inspected to have the cross connection found.
- All residents are advised to have their tampering valves inspected by a licenced plumber as they need to be serviced regualry and replaced every 5 years.
- The tampering valves for units 20 and 30 have been replaced by level pluming, they will be reattending to replace 40s and inspect 10s.

### **Fire**

- Automatic Alarm monitoring is done by ADT monthly
- Sprinklers and the fire indicator panel (FIP) are monitored by Form1 monthly, no faults have been noted.
- All Emergency exit lighting has been tested and passed.
  - Date last serviced: September 2023

- Date next service due: March 2024
- All fire extinguishers have been tested and passed.
  - Date last serviced: September 2023
  - Date next service due: March 2024
- All fire hydrant hoses, and backflow valves have been tested and passed.
  - Date last serviced: September 2023
  - Date next service due: March 2024
- Hydrant booster and sprinkler valves has been tested and passed.
  - Date last serviced: September 2023
  - Date next service due: March 2024
- All fire doors have been tested and passed.
  - Date last serviced: September 2023
  - Date next service due: March 2024
- ADT attended site on Monday 9<sup>th</sup> October to rectify a recurring fault in the ADT unit of Panorama.

### **Electrical**

- Internal lights and sensors are checked daily.
- External lights are checked weekly.
- Lights and sensors replaced:
  - Panorama x 1
  - Northpoint x 9
  - External x 0
- All switch boards have been thermal scanned, and RCDs tested and passed.
  - Date last serviced: September 2022
  - Date next service due: September 2023

### **Lifts**

- All 2 lifts are in working order. There have been no faults.
  - Date last serviced: September 2023
  - Date next service due: December 2023

### **Mechanical (CO2 Sensors, Ventilation Equipment)**

- Hvac Systems have been tested and passed.
  - Date last serviced: April 2023
  - Date next service due: April 2024
- CO2 sensors have been tested and passed.
  - Date last serviced: October 2023
  - Date next service due: January 2024
- During the works in the panorama basement the co2 sensors have been disconnected. These will be returned when works are complete

### **Doors (Garage Doors, Swing Entry Doors, Garbage Room Roller Doors)**

- All roller doors including waste room doors have been serviced and are in good working order.
  - Date last serviced: August 2023
  - Date next service due: February 2024

- Regular check of entry doors to all buildings they have been adjusted as needed.
- The Northpoint garage door access control unit has filled up and can no longer have any new remotes added to it, a full building remote audit is being prepared so we can deactivate and remove all lost or missing remotes.

### **Pest Control**

- Rodent bait stations have been checked and refilled as necessary.
  - Date last serviced: August 2023
  - Date next service due: November 2023
- the annual internal and external pest surface spray of all common areas has been completed.
  - Date last serviced: March 2023
  - Date next service due: March 2024

### **Gardens & Courtyards**

- Corporate Gardens have completed their regular weekly scheduled servicing with no missed attendances.
- BBQs tested and working well.
- Now with the wet weather mostly gone, the BM has resumed the watering schedule of all gardens.

### **Incidents Reported**

- Nothing to report

### **Standard Operational Checks (Daily, Weekly, Monthly):**

**Building Exterior (including courtyard)** – Daily (litter, damage check)

**External Doors (swing doors, car park rollers, garbage room)** – Daily (check for faults & damage).

**Car Park** – Daily (rubbish, leaks, lights), Weekly (Storage of items, oil leaks).

**Lifts** – Daily (entry doors, cleanliness, operation), Weekly (lift phones).

**Corridors** – Daily (lights, carpet stains, damage).

**BBQs** – Weekly (cleanliness, operational check).

**Hot Water** – Daily (check operation of each burner, temperature out and in, circulating pumps, controllers).

**Hydraulic** – Daily (fault alarm check), Weekly (check pumps operating during rain), Monthly (strip drains).

**Roof** – Weekly (check functionality of access hatches), Monthly (general box gutter check, where safe).

**Maintenance Management Software** – Daily (check and update tasks, follow up quotes), Monthly (check programmed maint register and seek quotes 1-2 months in advance).

**Waste** – Daily (check for dumped waste and identify dumpers where possible, break down cardboard), Monthly (pressure wash stains).

**Irrigation** – Weekly (check functionality and discuss programming with gardener).



**Annual General Meeting  
'PANORAMA APARTMENTS'  
41 PHILIP HODGINS STREET, WRIGHT**

Held via Zoom on the 6<sup>th</sup> of September 2023 at 6.00pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Present:** Representatives for Lots: 54, 41, 17, 176, 170, 47, 180, 18, 31, 148, 147

**Proxies:** Nil.

**Absentee Voting Forms for Lots:** 56, 94, 136

---

Mr Allan Ryan, Chair of the Executive Committee, assumed the role of Chair of the Annual General Meeting.

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members to the meeting and provided a brief outline of works undertaken by the Executive Committee during the year including review and re-tendering of several ongoing contracts, carpet cleaning, deep cleaning of tiles, external window cleaning, hot water system maintenance and replacements, garden works, bulky waste collections, roller shutter maintenance, lighting replacements and alike.

## MINUTES

### ITEM 1 - MINUTES

**Motion 1:** *“That the Owners Corporation adopt the 2022 Annual General Meeting Minutes as provided.”*

**Motion Carried**

## FINANCIAL STATEMENTS AND REPORTS

### ITEM 2 - FINANCIALS

**Motion 2:** *“That the Owners Corporation adopt the audited financial statements for the financial year ended 30 June 2023.”*

**Motion Carried**

## SINKING FUND PLAN UPDATE

### ITEM 3 – SINKING FUND PLAN

**Motion 3:** *“That the Owners Corporation adopt the updated Sinking Fund Plan from QS Solutions as provided with the 2023 Annual General Meeting Package.”*

The meeting noted that the applicable legislation in the ACT requires review of the Sinking Fund Plan at least every 5 years to ensure the plan appropriately meets the needs of the complexes envisaged capital replacement items. The review of the plan this year was undertaken by QS Solutions, with inclusions made within the plan for long-term electrification designs for the complex’s gas hot water systems, an annual contract painting regime, allowance for balcony maintenance and waterproofing replacement long term and annual landscaping works.

**Motion Carried**

## 2023-24 BUDGET

### ITEM 4 – BUDGET

**Motion 4:** *“That the Owners Corporation adopts an administrative budget of \$330,102.68 (Plus GST) and that a contribution be determined to the Administrative Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 October 2023, 1 December 2023, 1 March 2024 and 1 June 2024.”*

**Motion Carried**

**Motion 5:** *“That the Owners Corporation adopts a Sinking Fund expenditure budget of \$337,770 (Plus GST) and that a contribution of \$219,892.00 (Plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 October 2023, 1 December 2023, 1 March 2024 and 1 June 2024.”*

**Motion Carried**

### ITEM 5 – PANORAMA BUDGET

**Motion 6:** *“That the Owners Corporation adopts a **Panorama (Units 1-40)** administrative budget of \$36,043.48 (Plus GST) for the 2023/2024 financial year and strike levies against all **Panorama (Units 1-40)** units on a unit entitlement basis to fall due on 1 October 2023, 1 December 2023, 1 March 2024 and 1 June 2024.”*

**Motion Carried By Special Resolution**

### ITEM 6 – NORTHPOINT BUDGET

To receive, consider and adopt the proposed **Northpoint (Units 86-180)** administrative budget of \$60,256.20 (Plus GST) for the 2023/24 financial year as supplied.

**Motion 7:** *“That the Owners Corporation adopts a **Northpoint (Units 86-180)** administrative budget of \$60,256.20 (Plus GST) for the 2023/2024 financial year and strike levies against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 1 October 2023, 1 December 2023, 1 March 2024 and 1 June 2024.”*

**Motion Carried By Special Resolution**

## INSURANCE

### ITEM 7 – POLICY NOTATION AND RENEWAL

**Motion 8:** *“That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4138 in accordance with the attached Certificate of Currency provided by CHU Insurance and agree for the policy to be adjusted on renewal in consultation with the Executive Committee”*

**Motion Carried**

### ITEM 8 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there has been one insurance claim during the last financial year relating to a leak in the Level -1 area of the Northpoint building, which had been caused by a loose fitting on a sewerage pipe. The claim has been accepted and all works are now complete to fix the cause and resultant damage.

## ELECTION OF EXECUTIVE COMMITTEE

### ITEM 9 – ELECTION OF COMMITTEE

**Motion 9:** *“That the Owners Corporation agree to appoint Kara Franklin, Alan Ryan, Christine Julian, Kristine Blundell, Chris Dickie, Mark Zezulka and Aimee Bond to stand as Executive Committee members until the next Annual General Meeting”*

**Motion Carried**

### ITEM 10 – DELEGATIONS & AUTHORITIES

The meeting noted that the only delegations in place between the Owners Corporation and another party are under contract between the Owners Corporation and Grady Strata. A copy of this contract is available upon request.

The meeting **agreed** to elect owners to a Garden Sub-Committee, with the Sub-Committee to review the existing gardens, desired plantings and maintenance in these areas and make recommendations for consideration by the Executive Committee. The Owners Corporation **agreed** to appoint Heather Peachey, Anne Ryan and Christine Julian to the garden sub-committee.

## APPOINTMENT OF GRADY STRATA & FACILITIES

### ITEM 11 – APPOINTMENT OF STRATA MANAGING AGENT

**Motion 10:** *“That the Owners Corporation of Units Plan 4138 authorise the Executive Committee to enter into a written management agreement for strata management services appointing Grady Strata & Facilities as follows:*

- a. *Grady Strata (“Agent”) be appointed as strata managing agent of Units Plan 4138 for a period of three (3) years commencing 1 July 2023*
- b. *The Owners Corporation execute a written agreement, (“Agreement”), to give effect to this appointment and any delegations contained therein;*
- c. *The delegation is to the subject to the conditions and limitations set out in the Agreement; and*
- d. *Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.”*

The meeting noted advice from the Committee that due diligence as to the service provision and cost of Grady Strata’s services has been undertaken over the last 12 months, with approaches made to three other strata firms to seek details of their potential service offering and the cost of this service offering. The meeting noted that Grady Strata have shown value over the last 3 years via management of relationships, defects and general day-to-day operational success. Furthermore, a reduced fee over the prior contract has been offered, owing to efficiency gains with building history.

**Motion Carried**

## BUILDING MAINTENANCE

### ITEM 12 – STRUCTURAL DEFECTS

The meeting noted that there are ongoing works in the Panorama (U1-40) building by Empire Global to install additional structural supports, with those works expected to be completed over the coming months under a Building Approval and Certifier-Led process.

#### ITEM 13 – MAINTENANCE PLAN

The meeting noted that Grady Strata maintain an ongoing Programmed Maintenance Schedule for maintainable assets across the building that is reviewed by the Committee each meeting, with owners able to be supplied a copy on request.

#### ITEM 14 – FIRE SAFETY REVIEW

The meeting noted that the cladding affixed to the building is a non-flammable product by Innwood, therefore compliant with the National Construction Code.

The meeting noted that all of the maintainable fire assets within the building are maintained in accordance with the relevant Australian Standards under contract by Form1 Fire.

#### ITEM 15 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

The meeting noted that since the last round of lift maintenance the hold door open button is not functional. Grady Strata will follow up.

The meeting noted that the lift in the Northpoint building doesn't appear to be being cleaned as regularly as necessary, with Grady Strata agreeing to follow up with M&M Rolfe.

The meeting noted that the front signage at the property is in the process of being rectified, however was delayed due to incorrect signage supply by the signwriters, resulting in damage to the new render just before winter when the works could no longer proceed due to the temperatures required to apply the render coat appropriately.

The meeting noted concerns with the slip rating of the tiles at the Northpoint front entry. Grady Strata advised that GripAction had been engaged to coat these tiles to reduce their slipperiness, however will review to ensure they are within standards.

### GENERAL BUSINESS

#### ITEM 16 – NORTHPOINT AWNING INSTALLATION

**Motion 11:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept Quote 59073.A from Watsons Blinds and Awnings in the sum of \$3,717.15 + GST to install a cantilevered clear flat awning above the Northpoint building entry (main entry). Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$3,717.15 + GST against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 1 October 2023, 1 December 2023, 1 March 2024 and 1 June 2024.”*

The meeting noted concerns raised with the look of the proposed awning and the effectiveness of this awning in addressing an issue with persons getting wet when collecting parcels or food deliveries. The meeting noted that whilst the proposed awning size doesn't necessarily address the visitor getting wet, it does help in reducing damage to parcel left outside by postal delivery services for long periods of time.

***Motion Carried By Special Resolution***

ITEM 17 – ANY OTHER ITEMS

The meeting noted that a Spring reminder will be issued, including mention of barking dogs, smoke drift, maintenance of in-apartment assets such as tempering valves (located in a man hole in one of the bathrooms in each unit) and air-conditioning systems.

*Meeting Closed at 8:00PM*

21 August 2023

File No: 1152.7.2

The Owners UP4138  
C/o Michael Grady  
Grady Strata & Facilities  
PO Box 3197  
Manuka ACT 2603

Dear Michael,

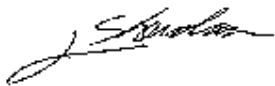
**RE: PANORAMA SINKING FUND  
41 PHILLIP HODGINS STREET, WRIGHT ACT**

Further to our proposal and your subsequent commission, QS Solutions are pleased to enclose our Sinking Fund report for the above property.

This sinking fund is an update of the original report dated 8 June 2018 and includes adjustments following discussions with the building manager.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan  
QS Solutions

Enc

# Panorama Sinking Fund



## 41 Phillip Hodgins Street, Wright ACT The Owners, Unit Plan 4138

August 2023

File No: 1152.7.2

### **QS Solutions**

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone: 02 9876 4757

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## 1. Introduction

Under instructions from Michael Grady of Grady Strata & Facilities, QS Solutions have prepared an independent sinking fund analysis for unit plan 4138 at 41 Phillip Hodgins Street, Wright ACT. The purpose of the assessment is to assist the owners corporations plan for the future by identifying when sinking fund expenses may be required for specific building assets. The assessment will help the owners corporation plan for the timely reinstatement of the building's assets as they near the end of their effective life. As such the assessment is used as a basis to calculate reasonable sinking fund contributions so the building retains its desired quality while reducing the need for special capital works levies.

## 2. Building Description

The 1.8 hectare site is located at the intersections of John Gorton Drive, Swallowtail Road and Phillip Hodgins Street at Wright ACT.

The property contains a 180 lot residential strata within 4 blocks of 2 storey townhouses, 4 blocks of 3 storey townhouses, a 3 storey building with 2 levels of basement car parking and a 5 storey building with 2 levels of basement car parking.

The buildings have face brick, painted masonry and timber clad facades, balconies with glazed and masonry balustrades, pergolas and courtyards with masonry and composite timber fencing.

External areas are concrete paved and landscaped. The property contains an external and roof top barbeque area.

### **3. Valuation Methodology**

This sinking fund assists the units plan owners in estimating the money it should set aside each year for anticipated sinking fund expenditure. This good property management recognises that all lot owners contribute to a buildings wear and tear and that they should contribute to the costs of reinstating the wear and tear.

This independent and unbiased sinking fund assessment is prepared to assist owners in estimating the funds they should set aside each year for the buildings anticipated capital expenditure.

#### **3.1 Benefits of future planning**

This sinking fund includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves a units plan cash flow provision;
- Improves a units plan ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the buildings desired appearance and performance;
- Can assist in reducing owner contributions if invested sinking fund interest contributes towards sinking fund levies.

#### **3.2 Included assets**

The included sinking fund assets are understood to be the responsibility of the owners corporation which cannot be economically repaired or maintained without reinstatement. The sinking fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the draft unit plan and have prepare the report on the verbal advise as provided during the inspection. No architectural plans, services plans, by-laws or other agreements were provided when preparing the report.

### 3.3 Reinstatement years

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance it is assumed that the asset's effective lives end when it is no longer economic to maintain them.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The owners corporations required standards.

### 3.4 Reinstatement costs

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST which is included at the bottom of the analysis after summing the annual cost of all assets. Owners should consider their requirements for collecting and paying GST when reviewing the sinking fund.

### 3.5 Inflation rate

The estimated building inflation rate is anticipated over the life of the sinking fund. Variances in inflation can significantly impact a sinking funds cash position and it is recommended the sinking fund be periodically updated to address inflation discrepancies.

## 4. Reviewing & Refining

Variations to this sinking fund are likely due to future unforeseen events and the owners corporation should periodically review and refine the sinking fund to ensure reasonable funds are available for future expenditure.

### 4.1 Why review

The sinking fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions in an attempt to provide an indication of the required annual sinking fund contributions. Reinstatement assets, durations, costs and inflation rates are intended as a guide for the purpose of contributing a reasonable annual allowance to the sinking fund. As an integral property management tool, sinking funds should be regularly refined as the building ages to ensure quality expectations can be met and anticipated expenses included.

### 4.2 Refining

Owners can improve the accuracy of anticipated sinking fund contribution and expenditure obligations by:

- Regularly reviewing the building's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the owners corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular item;
- Focusing on assets with high annual maintenance and sinking fund contribution costs.

Any adjustment to the sinking fund will require the report to be recalculated by QS Solutions.

## 5. Information for Substantiation

This report is based on our understanding of the sinking fund requirements of the units plan owners.

### 5.1 Site inspection

This sinking fund is an update of the original report dated 8 June 2018 and includes adjustments following discussions with the building manager.

The property was visited on 22 September 2017 and an inspection of the common property completed. Common property assets were identified and inspected where possible. The life expectancy and reinstatement cost of these assets was assessed and the annual contributions and expenditure calculated based on an appropriate inflation rate.

When unable to examine an asset we have assumed it's condition and method of construction bearing in mind the age and character of the property.

### 5.2 General inclusions and exclusions

Unless specifically noted the sinking fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the building;
- Building defects, water damage, termites or pests;
- Insurance work;
- Work to comply with government legislation, building codes, Occupational Health and Safety or Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer available or more cost effective alternative may becomes available.

### 5.3 Specific exclusions

Assets anticipated to not require sinking fund expenditure within the next 10 years include:

- Building defects and associated professional fees.
- Sealing, polishing or cleaning face concrete.
- Waterproofing to plant rooms, lot bathrooms or lot laundries.
- Air-conditioning plant as maintained by lot owners.
- Corridor floor tiles.
- Loose furniture.
- Painting window lintels.
- Installing a security recording system.
- Garbage bins.
- Loose furniture.
- Metal pergolas and screens.
- Hot water systems servicing individual lots as understood to be maintained by lot owners.
- Fencing within yard spaced not acting as boundary fencing.
- Painting composite timber fencing as we understand painting is not required.

## 5.4 Specific inclusions

Assets anticipated to require sinking fund expenditure within the next 10 years include:

- General minor electrical works.
- Overhauling common area landscaping.
- Car park line marking.
- Passenger lift overhaul in 10 years.
- Repainting facades and corridors as part of an annual maintenance agreement.
- Gutter guard installation & replacement.
- An annual allowance of \$40,000 for balcony waterproofing.
- Switching over hot water boilers from gas to electric in 2030-2031.
- Façade leaks.
- Motors to all garage doors.
- Installing an access control system to common corridors.
- Annual fire safety works.
- Painting timber steps and decking every 2 years.
- Overhauling yard boundary composite timber fencing and gates which we have assumed the owners corporation have undertaken to maintain.

## 6. Sinking Fund Analysis

The following contribution and expenditure table analysis provide a list of sinking fund assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the finds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to financial years and the asterisk (\*) indicates the year in which each asset will be reinstated.

### 6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on sinking fund and insures sufficient fund area available to reinstate each asset when required.

The sum of the sinking fund accumulation row is recalculated in the Sinking fund levies row to provide annual sinking fund levies after deducting the existing sinking fund balance.



UP4138 Panorama, 41 Phillip Hodgins Street Assets as at August 2023	Reinstatement years		Reinstatement Cost ( 2023 )	Sinking fund contributions											* Year of reinstatement				4% Building Inflation Rate					
	First	Subsequent		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	
<b>Carried Forward</b>				315,958	184,010	172,242	169,984	174,909	181,611	188,876	196,431	204,288	212,460											
<b>30 Electrical</b>																								
31 TV antenna booster & filters	2	8	3,500	1,856	1,930 *	562	585	608	632	658	684	711	740 *											
32 Minor electrical works	4	5	5,000	1,377	1,433	1,490	1,549 *	1,314	1,366	1,421	1,478	1,537 *	1,599											
33 Access control system installation	1	0	25,000	26,000 *	0	0	0	0	0	0	0	0	0											
34 Intercom system controls & entry points	3	10	5,000	1,802	1,874	1,949 *	693	721	750	780	811	844	877											
35 Hot water switchover (gas to electric design fees)	2	0	20,000	10,604	11,028 *	0	0	0	0	0	0	0	0											
<b>36 Fire Services</b>																								
37 Annual fire safety works	1	1	8,500	8,840 *	9,194 *	9,561 *	9,944 *	10,342 *	10,755 *	11,185 *	11,633 *	12,098 *	12,582 *											
38 Overhaul fire panels ( 2 of 2)	4	10	10,000	2,755	2,865	2,980	3,099 *	1,442	1,500	1,560	1,622	1,687	1,755											
39 Electric jacking pump	1	7	1,500	1,560 *	260	270	281	292	304	316	329	342	356											
<b>40 Passenger Lift Overhaul (No 2)</b>																								
41 Main hoists, drive system & controllers	10	15	158,000	19,480	20,259	21,070	21,912	22,789	23,700	24,648	25,634	26,660	27,726 *											
42 Doors, landing systems & safety devices	10	15	97,000	11,959	12,438	12,935	13,452	13,991	14,550	15,132	15,738	16,367	17,022 *											
43 Internal finishes and buttons	10	15	85,000	10,480	10,899	11,335	11,788	12,260	12,750	13,260	13,791	14,342	14,916 *											
<b>44 Plumbing</b>																								
45 Water supply & drainage works	2	2	8,000	4,242	4,411 *	4,588	4,771 *	4,962	5,161 *	5,367	5,582 *	5,805	6,037 *											
46 Hot water boilers including flues ( 2 of 14) to 2030	1	1	6,000	6,240 *	6,490 *	6,749 *	7,019 *	7,300 *	7,592 *	7,896 *														
47 New hot water system ( gas hot water removed)	8	20	84,000	12,476	12,975	13,494	14,034	14,596	15,179	15,787	16,418 *	8,459	8,797											
48 Hot water circulation pumps	5	6	3,500	786	818	850	884	920	812	845	879	914	950											
<b>49 External Works</b>																								
50 Landscaping (initial works)	1	0	20,000	20,800 *	0	0	0	0	0	0	0	0	0											
51 Landscaping (subsequent works)	2	1	5,000	2,651	2,757 *	5,624 *	5,849 *	6,083 *	6,327 *	6,580 *	6,843 *	7,117 *	7,401 *											
52 Minor works to external paving, curb & gutters	5	7	5,000	1,123	1,168	1,215	1,263	1,314 *	1,014	1,054	1,096	1,140	1,186											
53 Barbeques (no 2)	5	11	10,000	2,246	2,336	2,430	2,527	2,628 *	1,389	1,444	1,502	1,562	1,625											
<b>54 Contingency / Minor Items 5%</b>																								
<b>55 Sinking fund accumulation (excluding GST)</b>				486,397	301,501	282,811	283,119	290,294	299,663	311,650	315,494	319,067	331,829											
<b>UP4138 Panorama, 41 Phillip Hodgins Street, Wright ACT</b>			Opening Bal.	581,775	228,688	237,835	247,349	257,243	267,532	278,234	289,363	300,938	312,975											
<b>Sinking fund levies at 4% increas PA ** (excluding GST)</b>																								

\*\* The sum of row 56 smoothed after deducting the opening balance

**6.2 Asset Expenditure**

The expenditure analysis shows when funds will be withdrawn from the sinking fund. The expenditure costs are at the date of reinstatement and include for inflation.

UP4138 Panorama, 41 Phillip Hodgins Street Assets as at August 2023	Reinstatement years		Reinstatement Cost (2023)	Sinking fund expenditure					* Year of reinstatement					4% Building Inflation Rate							
	First	Subsequent		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033								
1																					
2	1	1	51,000	53,040 *	55,161 *	57,368 *	59,662 *	62,049 *	64,531 *	67,112 *	69,797 *	72,588 *	75,492 *								
3	5	11	6,000					7,300 *													
4	3	9	12,000			13,498 *															
5	2	4	5,000		5,408 *				6,327 *											7,401 *	
6	1	7	37,000	38,480 *										50,637 *							
7	2	2	4,500	4,867 *			5,264 *		5,694 *		6,159 *		6,661 *								
8																					
<b>Windows &amp; Doors Overhaul</b>																					
9	1	1	4,000	4,160 *	4,326 *	4,499 *	4,679 *	4,867 *	5,061 *	5,264 *	5,474 *	5,693 *	5,921 *								
10	1	7	2,000	2,080 *										2,737 *							
11	3	9	12,000			13,498 *															
12	1	7	12,000	12,480 *										16,423 *							
13	7	7	7,500											9,869 *							
14	3	3	4,000			4,499 *			5,061 *										5,693 *		
15	4	5	24,000				28,077 *												34,159 *		
<b>Building Structure Overhaul</b>																					
17	1	0	41,558	43,220 *																	
18	5	4	21,000					25,550 *												29,890 *	
19	1	20	30,450	31,668 *																	
20	5	4	9,000					10,950 *												12,810 *	
21	1	7	25,000	26,000 *																34,214 *	
22	1	1	40,000	41,600 *	43,264 *	44,995 *	46,794 *	48,666 *	50,613 *	52,637 *	54,743 *	56,932 *	59,210 *								
23	3	9	6,000			6,749 *															
24	2	8	37,000		40,019 *															54,769 *	
25	5	11	10,000					12,167 *													
26	3	6	8,000			8,999 *														11,386 *	
<b>Ventilation</b>																					
28	4	5	7,500				8,774 *													10,675 *	
29	2	8	6,000		6,490 *															8,881 *	
<b>Brought Forward</b>				252,728	159,536	154,106	153,251	171,548	137,287	134,883	240,183	239,828	218,336								

UP4138 Panorama, 41 Phillip Hodgins Street Assets as at August 2023	Reinstatement years		Reinstatement Cost (2023)	Sinking fund expenditure							* Year of reinstatement				4% Building Inflation Rate		
	First	Subsequent		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033				
Carried Forward				252,728	159,536	154,106	153,251	171,548	137,287	134,883	240,183	239,828	218,336				
<b>30 Electrical</b>																	
31 TV antenna booster & filters	2	8	3,500	3,786 *			5,849 *									5,181 *	
32 Minor electrical works	4	5	5,000									7,117 *					
33 Access control system installation	1	0	25,000	26,000 *													
34 Intercom system controls & entry points	3	10	5,000	5,624 *													
35 Hot water switchover (gas to electric design fees)	2	0	20,000	21,632 *													
<b>36 Fire Services</b>																	
37 Annual fire safety works	1	1	8,500	8,840 *	9,194 *	9,561 *	9,944 *	10,342 *	10,755 *	11,185 *	11,633 *	12,098 *	12,582 *				
38 Overhaul fire panels (2 of 2)	4	10	10,000				11,699 *										
39 Electric jacking pump	1	7	1,500	1,560 *							2,053 *						
<b>40 Passenger Lift Overhaul (No 2)</b>																	
41 Main hoists, drive system & controllers	10	15	158,000													233,879 *	
42 Doors, landing systems & safety devices	10	15	97,000													143,584 *	
43 Internal finishes and buttons	10	15	85,000													125,821 *	
<b>44 Plumbing</b>																	
45 Water supply & drainage works	2	2	8,000	8,653 *			9,359 *		10,123 *		10,949 *					11,842 *	
46 Hot water boilers including flues (2 of 14) to 2030	1	1	6,000	6,240 *	6,490 *	6,749 *	7,019 *	7,300 *	7,592 *	7,896 *							
47 New hot water system ( gas hot water removed)	8	20	84,000														
48 Hot water circulation pumps	5	6	3,500					4,258 *									
<b>49 External Works</b>																	
50 Landscaping (initial works)	1	0	20,000	20,800 *													
51 Landscaping (subsequent works)	2	1	5,000	5,408 *	5,624 *	5,849 *	6,083 *	6,327 *	6,580 *	6,843 *	7,117 *	7,401 *					
52 Minor works to external paving, curb & gutters	5	7	5,000				6,083 *										
53 Barbeques (no 2)	5	11	10,000				12,167 *										
<b>54 Contingency / Minor Items 5%</b>				23,162	14,357	13,467	13,482	13,824	14,270	14,840	15,024	15,194	15,801				
<b>55 Sinking fund expenditure (excluding GST)</b>				339,329	229,054	195,132	216,452	231,604	186,353	175,384	286,684	281,352	774,426				

### 6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected sinking fund expenditure occurs.

The summary should only be relied upon once the contribution and expenditure analysis have been reviewed and fully understood.

<b>UP4138 Panorama, 41 Phillip Hodgins Street, Wright ACT</b>				
<b>Annual sinking fund cashflow excluding GST</b>				
<b>Financial Year</b>	<b>Opening balance</b>	<b>Levies at 4% increase PA</b>	<b>Anticipated Expenditure</b>	<b>Closing balance</b>
2023-2024	581,775	219,892	339,329	462,338
2024-2025	462,338	228,688	229,054	461,971
2025-2026	461,971	237,835	195,132	504,674
2026-2027	504,674	247,349	216,452	535,571
2027-2028	535,571	257,243	231,604	561,210
2028-2029	561,210	267,532	186,353	642,390
2029-2030	642,390	278,234	175,384	745,240
2030-2031	745,240	289,363	286,684	747,919
2031-2032	747,919	300,938	281,352	767,504
2032-2033	767,504	312,975	774,426	306,053

## 7. Disclaimer

This sinking fund assessment has been prepared for the sole purpose of calculating the estimated annual sinking fund contributions to allow for anticipated sinking fund expenditure. It should not be used for any other purpose.

The contents of this assessment are confidential to the instructing party and essential parties dealing with the units plan fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Meeting held via Microsoft Teams at 6:00PM on the 27<sup>th</sup> of June 2023.**

**PRESENT EXECUTIVE COMMITTEE (EC):** A Ryan, K Blundell, K Franklin, C Dickie, S Hornby

**OTHERS PRESENT:** Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Bobbie O'Leary

**APOLOGIES:** G Chambers, D Joller, M Zezulka

### 1 Chair's Welcome

- a. The Committee Chair, Alan Ryan, welcomed members to the meeting.

### 2 Approval of Minutes

- a. The Committee **accepted** the minutes of the meeting on the 5 April 2023 Committee Meeting.

### 3 Facilities

- a. The Committee **noted** the attached written Building Managers Report.
- b. The Committee **noted** that there has been further water ingress in to the Northpoint lift well, which was thought to have been resolved via the works by Empire Global. The Committee **agreed** to have the water removed and the governor rope replaced and follow up with Empire Global for further remedial works.
- c. The Committee **noted** that the Northpoint -1 corridor has had a number of walls opened up to facilitate further investigation of water damage and mould behind the wall. The Committee **noted** that the area appeared dry after the mould was remediated, however over the last couple of days a small amount of water has been found in the wall. Level Plumbing are undertaking further investigation, with the leak to be fixed before the walls are repaired via insurance.
- d. The Committee **noted** that the building signage render repairs and signage reinstallations have been delayed due to incorrect signage being installed in the incorrect location by the signwriter. The signwriters are arranging for repairs to the render and correct installation of the signage.
- e. The Committee **reviewed** quotes from 3 companies and sample materials for the gutter guard installation works agreed at the 2022 AGM. The Committee **agreed** that the quote from AllClear was the best value for money, offering the highest quality product at the middle-level price. The Committee **agreed** to proceed with AllClear for this work, which includes bird proofing to all townhouse and high-rise guttering.
- f. The Committee **considered** quotes from 3 companies for the ongoing fire servicing of the site and **agreed** to renew with Form1 Fire.
- g. The Committee **noted** that the CO Sensors in the Panorama car park are not presently functioning due to the impacts of the structural strengthening works. The Committee **agreed** to have these repaired and reinstated to functionality following the completion of the works in the basement.

- h. The Committee **noted** that Corporate Gardens still have not supplied quotes following the walk-through completed some months ago and **agreed** to follow up.
- i. The Committee **considered** quotes for the installation of a pergola awning above the Northpoint entry. The Committee **agreed** that the Watson Blinds product and quote is the most competitive, with this option to be put forward to the AGM for funding by Northpoint owners.
- j. The Committee **noted** that quotes for access control system installations is underway with ASG and CXI.
- k. The Committee **considered** quotes for the remediation of the Unit 12 balcony which currently has failed waterproofing that is causing leakage through to the soffit of the balcony below. The Committee **noted** that the quotes range from \$33,000 to \$66,000 and **agreed** to wait until works on the Unit 6 balcony are complete before considering further.
- l. The Committee **noted** receipt of one quote for repairs to Unit 170's water ingress based on the Peak Scope of Works, however **agreed** to await the second quote from PWC and contact Empire to determine if they are willing to contribute to the costs of repair.
- m. The Committee **noted** that a certifier has been engaged for certifying the handrail proposed for installation outside the Panorama building, however drawings from Prestige Metal Works will be required before proceeding.
- n. The Committee **noted** that the works by Empire in the Panorama basement are ongoing, with structural steel installed on the ground level up to Level 1 around the lift shaft. The Committee **agreed** that this is unsightly and **agreed** to request that Empire Global box around these structural members so they are not visible.
- o. The Committee **noted** that Higgins Coatings and Programmed Painting are quoting for an ongoing painting maintenance program for the internal and external painted surfaces. This will be incorporated into the Sinking Fund Plan when received.
- p. The Committee **noted** that Higgins and Programmed are also quoting for the painting of the basement lift shaft in the Panorama building.

#### 4 Strata Managers Report

- a. The Committee **noted** the provided financial reports.
- b. The Committee **noted** that Access Canberra have attended site to investigate the status of various defects around the property which Empire Global have been requested to repair. The Committee **noted** that concerns were raised by Access Canberra regarding the structural strengthening works occurring in the basement without a prior building approval, with Access Canberra to follow up on this matter. Access Canberra will review the reports and respond to the Owners Corporation in due course.
- c. The Committee **agreed** to have the gas to electric hot water conversion planning costs added to the updated Sinking Fund Plan.
- d. The Committee **noted** that there has been ongoing complaints regarding a barking dog in Unit 107 and **agreed** to follow up with the dogs carer for further information.
- e. The Committee **agreed** a quote from QIA Group for the production of a building maintenance plan.

- f. The Committee **agreed** to engage QS Solutions to undertake review and revision of the Sinking Fund Plan.
- g. The Committee **agreed** for the GM to occur electronically, with an AGM date set for 16 August 2023.
- h. The Committee **noted** that an ACT Government Scheme will shortly be in place to facilitate loan arrangements with no interest for the installation of solar on apartment buildings. The Committee **agreed** to await finalization of the program before moving forward.
- i. The Committee **approved** the installation of solar panels on the roof of Unit 47, with the inverter to be placed in the garage of Unit 47 and conduits running externally from the inverter to the Unit 47 switchboard.
- j. The Committee **agreed** to hold the next Executive Committee Meeting on 20 June 2023.

## **Building Manager Report - Panorama April to June 2023**

**Note:** This report was provided to the Committee prior to the Committee Meeting. Not all items noted in this report were discussed at the meeting.

### **Security (Pedestrian Doors, Access Control/Intercom):**

- Conduct regular checks of Common Property door closers and adjust as required.
- All access control and intercom operational.

### **Cleaning & Waste Management**

- Cleaning standards have improved with M&M Rolfe, however skirtings and external litter picking do still need some attention, BM is working closely with the cleaner on site to rectify the issues.
- A monthly pressure wash and clean has continued in the waste rooms.
- There has been multiple occasions where hard waste has been dumped in the Level 4 hallway of Northpoint, BM has removed.
- A hard waste pick up was ordered to accommodate the increased dumping of bulky waste items in the NP waste room.

### **Height Safety System (HSS)**

- Height safety systems are all up to date and meet Australian standards.
  - Date last services: March 2023
  - Date next service due: March 2024

### **Hydraulic (including leaks, hot water systems and plumbing works)**

- All applicable hot water units have been serviced and are up to date.
  - Date last serviced: April 2023
  - Date next service due: October 2023
- 1 hotwater unit has been replaced under warranty by Rheem after a split heat exchanger leak.
- 5 other hot water units have had various repairs conducted by Level Plumbing.
- Sump pumps have been serviced and are up to date.
  - Date last serviced: December 2022
  - Date next service due: December 2023
- Back flow valves have been serviced and are up to date.
  - Date last serviced: April 2023
  - Date next service due: October 2023

### **Fire**

- All fire extinguishers have been tested and passed.
  - Date last serviced: April 2023
  - Date next service due: October 2023
- All fire hydrant hoses and backflow valves have been tested and passed.
  - Date last serviced: April 2023
  - Date next service due: October 2023
- Hydrant booster and sprinkler valves has been tested and passed.

- Date last serviced: April 2023
- Date next service due: October 2023
- All fire doors have been tested and passed.
  - Date last serviced: October 25<sup>th</sup> 2022 by Form1 fire.
  - Date next service due: October 2023
- We have had 6 fire doors replaced and had weather strips added to the tops of them to prevent the same water/weather damage happening:
  - All 3 external fire doors exiting the basement levels of Panorama.
  - 1 exiting at ground of panorama furthest away from mail boxes.
  - 2 exiting out into the Level 5 terrace of Northpoint.

### **Electrical**

- Internal lights and sensors are checked daily.
- External lights are checked weekly.
- Lights and sensors replaced:
  - 16 fire stair lights in the NP stairs
  - 1 sensor in the NP stairs
  - 6 fire stair lights in the Panorama stairs
  - 1 sensor in the Panorama stairs
  - 1 sensor in the Panorama NBN room
  - 5 lights on various levels of the NP tower
  - 2 lights on various levels of the Panorama tower
- Locks have been installed on all common property basement and waste room PowerPoints after a reoccurring issue with an EV being plugged into common power.

### **Lifts**

- Panorama lift is in working order, and there have been no malfunctions or emergency callouts for repairs.
- On Schindler's last visit they noticed water in the lift pit of the NP lift. Level plumbing have attended on 20.06.2023 to drain the water.
- The hand rail in the NP lift has fallen off. Schindler have been engaged to repair.
  - Date last serviced: March 2023
  - Date next service due: June 2023

### **Mechanical (CO2 Sensors, Ventilation Equipment)**

- Hvac and CO2 sensors have been tested and passed.
  - Date last serviced: April 2022
  - Date next service due: October 2023
- During the works in the panorama basement the co2 sensors have been disconnected. These will be returned when works are complete

### **Doors (Garage Doors, Swing Entry Doors, Garbage Room Roller Doors)**

- All roller doors including waste room doors have been serviced and are in good working order.

- Date last serviced: December 2022 by MSR electrical.
- Date next service due: December 2023
- The basement 1 panorama door is making a loud noise when going up, MSR have been engaged to investigate.
- Regular check of entry doors to all buildings they have been adjusted as needed.

### **Gardens & Courtyards**

- Corporate Gardens have completed their regular weekly scheduled servicing with no missed attendances.
- BBQs tested and working well.
- Now with the wet weather mostly gone, the BM has resumed the watering schedule of all gardens.

### **General Building Works (Repairs & Maintenance)**

- To find the cause of leaks int B1 peak consulting have attended to look inside units 89 and 88 opening holes in the walls to find the source. – after water testing both bathrooms in unit 88 and 89, Steamatic have been engaged to clean up the mould and remove the damaged drywall, once drywall is gone there will be further investigations as to where the source of the leak is.
- Panorama basement floor mats outside lift have been restuck down
- The Panorama and NP driveway signs have been re rendered and painted, however the signs themselves were installed incorrectly and had to be reomoved, Canberra screen makers have been engaged to conduct touch ups and install new signs correctly

### **Notices Issued**

- Storage of items on storage cages: 0 notices.
- Storage of items in car spaces: 0 notices.
- Storage of items in corridors outside unit doors: 0 notices.
- Balcony tidiness issues: 0 notices.
- Oil leaks: 0 notices.
- Parking issues: 0 notices.

### **Incidents Reported**

- Nothing to report

### **Standard Operational Checks (Daily, Weekly, Monthly):**

**Building Exterior (including courtyard)** – Daily (litter, damage check)

**External Doors (swing doors, car park rollers, garbage room)** – Daily (check for faults & damage).

**Car Park** – Daily (rubbish, leaks, lights), Weekly (Storage of items, oil leaks).

**Lifts** – Daily (entry doors, cleanliness, operation), Weekly (lift phones).

**Corridors** – Daily (lights, carpet stains, damage).

**BBQs** – Weekly (cleanliness, operational check).

**Hot Water** – Daily (check operation of each burner, temperature out and in, circulating pumps, controllers).

**Hydraulic** – Daily (fault alarm check), Weekly (check pumps operating during rain), Monthly (strip drains).

**Roof** – Weekly (check functionality of access hatches), Monthly (general box gutter check, where safe).

**Maintenance Management Software** – Daily (check and update tasks, follow up quotes), Monthly (check programmed maint register and seek quotes 1-2 months in advance).

**Waste** – Daily (check for dumped waste and identify dumpers where possible, break down cardboard), Monthly (pressure wash stains).

**Irrigation** – Weekly (check functionality and discuss programming with gardener).

### **Ongoing Notes**

- Issues still being pursued with access Canberra:
  - Unit 105 leak in the front entry.
  - Unit 145 leak from failed shower water proofing.
  - Unit 170 leak in the cladding and/or external weatherproofing.
  - Northpoint front entry leak likely failed waterproofing.
  - Northpoint Level 4 hallway leak (near U170) likely cladding and/or external weatherproofing.
  - Unit 37 leak likely from the balcony and/or cladding.
  - Unit 72 garage leak.
  - Panorama structural works BA/certifier details.
  - Panorama structural works damage to CP front entry and basement.

## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Meeting held via Microsoft Teams at 6:00PM on the 5<sup>th</sup> of April 2023.**

**PRESENT EXECUTIVE COMMITTEE (EC):** A Ryan, K Blundell, K Franklin, C Dickie, S Hornby, G Chambers

**OTHERS PRESENT:** Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Bobbie O'Leary

**APOLOGIES:** M Zezulka, D Joller

### 1 Chair's Welcome

- a. The Committee Chair, Alan Ryan, welcomed members to the meeting.

### 2 Approval of Minutes

- a. The Committee **accepted** the minutes of the meeting on the 2 February 2023.

### 3 Facilities

- a. The Committee **noted** the attached written Building Managers Report.
- b. The Committee **noted** that the skirting board repairs on the ground floor and Level -1 have not yet been completed, as there is still an ongoing in-wall leak from an unidentified source. Investigations are still ongoing.
- c. The Committee **noted** that Schindler have now provided a date for the installation of mobile (4G) phones in the lifts, with the old physical phone lines to be cancelled following installation.
- d. The Committee **considered** 3 quotes for the installation of gutter guard to all gutters around the complex. The Committee **agreed** to seek an additional quote from AllClear Gutter Guard for consideration, given their good work on some townhouses around the complex.
- e. The Committee **agreed** a quote from Innov8 Paint & Design to complete re-rendering and re-painting of the front signage plinths at the complex entries, which are badly weathered.
- f. The Committee **agreed** to re-tender the fire maintenance contract for consideration next meeting, as this contract has now expired.
- g. The Committee **noted** that contracts have been executed for lift maintenance, plumbing preventative maintenance and window cleaning.
- h. The Committee **agreed** a quote from Level Plumbing at a cost of \$7,960.73 + GST for the following works:
  - a. Replacement check valves on the HWS manifold at Northpoint.
  - b. Rectification of failed backflow prevention device.
  - c. Rectification of unions for lift sump pump.
  - d. Replacement of 2 \* failed stormwater pumps in Northpoint basement.
- i. The Committee **agreed** a quote from WaterTight Plumbing for the replacement of 6 Rheem commercial instantaneous hot water heaters (5 in Northpoint and 1 in Panorama), all of which have failed with burst heat exchangers.

- j. The Committee **agreed** a quote from Level Plumbing to rectify a broken stormwater drainage pipe adjacent to Unit 41, which is causing backflow due to tree root inundation.
- k. The Committee **agreed** a quote from PacificFM for rectification of 4 CO sensors in the Northpoint basement (B2), plus repairs to a VSD which is continually causing the circuit to trip.
- l. The Committee **approved** a quote from Form1 Fire to replacement of water damaged fire doors.
- m. The Committee **approved** a quote from Form1 Fire for the replacement of expired fire extinguishers.
- n. The Committee **agreed** to seek additional quotes for emergency and exit light repairs before agreeing a path forward.
- o. The Committee **considered** quotes from PWC Property Works and Reliance Building Services for the overhaul (finishes demolition, re-waterproofing and re-finishing) of the Unit 6 balcony. The Committee **agreed** a quote of \$88,025 (inc. GST) for Reliance to undertake these works. The Committee **noted** that the balcony leak in this instance is leaking in to a habitable space, hence the need to complete these works, although the cost is expensive due to the sheer size of the balcony requiring refurbishment.
- p. The Committee **noted** that a walkaround had occurred with Alan Ryan, Michael Grady, Bobbie O'Leary and Ryan Veurink (Corporate Gardens), seeking input on works that should occur around the gardens. The Committee **noted** that Corporate Gardens will provide quotes for various garden planting works, which will be built in to the budget for the AGM in August.
- q. The Committee **noted** receipt of solar proposals for the Panorama and Northpoint buildings, with both proposals seeking to offset Common Property power. The lowest projected payback period is 6 years. The Committee **agreed** to take these quotes to the 2023 Annual General Meeting for consideration by owners.
- r. The Committee **considered** quotes from LifeSpan, Watsons and Canberra Best Group for the installation of an awning over the Northpoint main entry. The Committee **agreed** to seek further information on the Watsons proposal, as the initial 1m projection does not seem to be enough to achieve an appropriate outcome.
- s. The Committee **noted** that quotes from CXI and ASG for the installation of a smart access control system to the basement doors are still outstanding and **agreed** to follow up.
- t. The Committee **noted** that engagement with Access Canberra with respect to outstanding defects relating to leaks in to units and the Northpoint basement is still ongoing. Most recently, the building compliance team requested copies of all consultants reports on file with respect to alleged defective building works so they could review and respond to the Owners Corporations concerns.
- u. The Committee **noted** that a Certifier has not yet committed to certification of the proposed handrail installation, however an alternative certifier is now being sourced.

- v. The Committee **noted** that moving in/out notification signage has now been installed in the Panorama lift, which will help ensure residents contact Grady Strata to install lift curtains when moving in/out.

#### 4 Strata Managers Report

- a. The Committee **noted** the provided financial reports.
- b. The Committee **agreed** to request that Unit 174 remove the ring doorbell that has been installed on their door without prior Committee approval.
- c. The Committee **noted** that quotes are outstanding for the Sinking Fund Plan Update from the following companies:
  - a. Wise Choice
  - b. Solutions in Engineering.
  - c. Rider Levett Bucknall
  - d. QS Solutions.
- d. The Committee **agreed** to seek an updated insurance valuation alongside the Sinking Fund Plan update.
- e. The Committee **noted** that quotes for gas to electric hot water design are still outstanding, however this will be a long-term project and these are not being as actively pursued as other projects.
- f. The Committee **agreed** that between meetings agreement for minor works will occur via voting on the Owners Portal (SMATA), which has a voting option for Committee Members to agree/disagree/discuss various items of business. Major items that require detailed discussion will be held over until Executive Committee Meetings.
- g. The Committee **agreed** to hold the next Executive Committee Meeting on 21 June 2023.

## **Building Manager Report - Panorama**

### **March 2023**

**Note:** This report was provided to the Committee prior to the Committee Meeting. Not all items noted in this report were discussed at the meeting.

#### **Security (Pedestrian Doors, Access Control/Intercom):**

- Conduct regular checks of Common Property door closers and adjust as required.
- All access control and intercom operational.

#### **Cleaning & Waste Management**

- Cleaning standards have improved with M&M Rolfe, however skirtings and external litter picking do still need some attention, BM is working closely with the cleaner on site to rectify the issues.
- A monthly pressure wash and clean has continued in the waste rooms.
- There has been multiple occasions where hard waste has been dumped in the Level 4 hallway of Northpoint, BM has removed.
- Annual carpet clean and tile scrub have been completed by Morgans group.
- Carpark basement clean of Northpoint has been scheduled for 6.4.2023, panorama to be advised when structural works are completed
- The annual building clean and pest spray is booked in for 24.4.23

#### **Height Safety System (HSS)**

- Height safety systems are all up to date and meet Australian standards.
  - Date last services: March 2023
  - Date next service due: March 2024

#### **Hydraulic (including leaks, hot water systems and plumbing works)**

- All applicable hot water units have been serviced and are up to date.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- Sump pumps have been serviced and are up to date.
  - Date last serviced: December 2022
  - Date next service due: December 2023
- Back flow valves have been serviced and are up to date.
  - Date last serviced: October 2022
  - Date next service due: April 2023

#### **Fire**

- All fire extinguishers have been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- All fire hydrant hoses and backflow valves have been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- Hydrant booster and sprinkler valves has been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- All fire doors have been tested and passed.

- Date last serviced: October 25<sup>th</sup> 2022 by Form1 fire.
  - Date next service due: October 2023
- We have received quotes from Vertex construction to replace 4 fire doors in the panorama building and 1 in the Northpoint building, due to weather damage.
  - All 3 external fire doors exiting the basement levels of Panorama.
  - 1 exiting at ground of panorama furthest away from mail boxes.
  - 1 exiting out into the Level 5 terrace of Northpoint.

### **Electrical**

- Internal lights and sensors are checked daily.
- External lights are checked weekly.
- Lights and sensors replaced:
  - 1 fire stair light in level 2 of Northpoint
  - 1 down light in level 4 of Northpoint
  - 2 downlights in level 2 of Panorama
  - 1 light in NBN cupboard in Panorama
  - Unit 6 carspace sensor has been adjusted

### **Lifts**

- Northpoint lift is in working order, and there have been no malfunctions or emergency callouts for repairs.
- A scraping noise has been noted in the Panorama lift Schindler to attend and advise.
  - Date last serviced: November 2022
  - Date next service due: march 2023

### **Mechanical (CO2 Sensors, Ventilation Equipment)**

- Hvac and CO2 sensors have been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- During the works in the panorama basement the co2 sensors have been disconnected. These will be returned when works are complete

### **Doors (Garage Doors, Swing Entry Doors, Garbage Room Roller Doors)**

- All roller doors including waste room doors have been serviced and are in good working order.
  - Date last serviced: December 2022 by MSR electrical.
  - Date next service due: December 2023
- Regular check of entry doors to all buildings they have been adjusted as needed.

### **Gardens & Courtyards**

- Corporate Gardens have completed their regular weekly scheduled servicing with no missed attendances.
- BBQs tested and working well.

- Now with the wet weather mostly gone, the BM has resumed the watering schedule of all gardens.

### **General Building Works (Repairs & Maintenance)**

- 2 new convex mirrors have ordered to be installed at the driveway/garage entrance of Northpoint after previously going missing.
- To find the cause of leaks int B1 peak consulting have attended to look inside units 89 and 88 opening holes in the walls to find the source.
- Panorama basement floor mats outside lift have been restuck down
- We have received a quote from Vertex construction to replace the door exiting out of the Level 5 hallway into the terrace

### **Notices Issued**

- Storage of items on storage cages: 0 notices.
- Storage of items in car spaces: 0 notices.
- Storage of items in corridors outside unit doors: 0 notices.
- Balcony tidiness issues: 0 notices.
- Oil leaks: 0 notices.
- Parking issues: 0 notices.

### **Incidents Reported**

- Nothing to report

### **Standard Operational Checks (Daily, Weekly, Monthly):**

**Building Exterior (including courtyard)** – Daily (litter, damage check)

**External Doors (swing doors, car park rollers, garbage room)** – Daily (check for faults & damage).

**Car Park** – Daily (rubbish, leaks, lights), Weekly (Storage of items, oil leaks).

**Lifts** – Daily (entry doors, cleanliness, operation), Weekly (lift phones).

**Corridors** – Daily (lights, carpet stains, damage).

**BBQs** – Weekly (cleanliness, operational check).

**Hot Water** – Daily (check operation of each burner, temperature out and in, circulating pumps, controllers).

**Hydraulic** – Daily (fault alarm check), Weekly (check pumps operating during rain), Monthly (strip drains).

**Roof** – Weekly (check functionality of access hatches), Monthly (general box gutter check, where safe).

**Maintenance Management Software** – Daily (check and update tasks, follow up quotes), Monthly (check programmed maint register and seek quotes 1-2 months in advance).

**Waste** – Daily (check for dumped waste and identify dumpers where possible, break down cardboard), Monthly (pressure wash stains).

**Irrigation** – Weekly (check functionality and discuss programming with gardener).

### **Ongoing Notes**

- Issues still being pursued with access Canberra:

- Unit 105 leak in the front entry.
- Unit 145 leak from failed shower water proofing.
- Unit 170 leak in the cladding and/or external weatherproofing.
- Northpoint front entry leak likely failed waterproofing.
- Northpoint Level 4 hallway leak (near U170) likely cladding and/or external weatherproofing.
- Unit 37 leak likely from the balcony and/or cladding.
- Unit 72 garage leak.
- Panorama structural works BA/certifier details.
- Panorama structural works damage to CP front entry and basement.

## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Meeting held via Microsoft Teams at 6:00PM on the 2<sup>nd</sup> of February 2023.**

**PRESENT EXECUTIVE COMMITTEE (EC):** A Ryan, K Blundell, K Franklin, C Dickie, M Zezulka, S Hornby, D Joller, G Chambers

**OTHERS PRESENT:** Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Bobbie O'Leary

**APOLOGIES:**

### 1 Election of Office-Bearers

- a. The Committee **agreed** to elect Allan Ryan as Chair of the Committee.
- b. The Committee **agreed** to elect Kristine Blundell as Treasurer.
- c. The Committee **agreed** to elect Mark Zezulka as Secretary.

### 2 Approval of Minutes

- a. The Committee **accepted** the minutes of the meeting on the 24 November 2022.

### 3 Facilities

- a. The Committee **noted** the written attached Building Managers Report.
- b. The Committee **noted** that the building cleaning standards have dropped recently, and engagement with M&M Rolfe's supervisor has not been well received. The Committee **agreed** to seek a quote from an alternate company for consideration if standards do not improve.
- c. The Committee **noted** that the new traffic safety mirrors to replace those stolen outside have arrived and will be installed in the near future.
- d. The Committee **noted** concerns raised regarding service levels from Corporate Gardens, with a couple of missed attendances noted by residents. The Committee **agreed** to meet on-site with Corporate Gardens director Ryan Veurink to discuss attendance timings, filling of planting gaps and other problematic areas in the gardens.
- e. The Committee **approved** a quote of \$1,540 from Corporate Gardens to plant out the bare area behind the townhouse mailboxes at the top end of Panorama.
- f. The Committee **agreed** to seek a quote from Corporate Gardens for mulching of the complex.
- g. The Committee **noted** that 3 quotes have been received for installation of bird guarding materials to the roofs of the complex, including the townhouses. The Committee **noted** that all 3 quotes contain different Scopes of Works, so a fourth quote will be awaited before a tender assessment and recommendation is made by Grady Strata.
- h. The Committee **noted** that carpet cleaning and tile grout cleaning will be completed in the high-rise buildings shortly. This work will be done by a different contractor than the last cleans and works will be assessed for comparison purposes when complete.
- i. The Committee **agreed** to delay car park cleaning until such a time as the Panorama structural works are complete to avoid an additional sweeper delivery fee. If the structural works aren't complete by March cleaning of

- the Northpoint basement will proceed, with Panorama to be completed once the structural works are complete.
- j. The Committee **discussed** long-term balcony remediation at the complex where waterproofing failure, tile fall issues or delamination of tiles occurs. The Committee **agreed** to undertake full refurbishment of balconies where fall issues exist, but to quote both patch repairs and full refurbishment of balconies where waterproofing issues (in a particular area) or tile delamination occur. The Committee **agreed** that current works receiving priority are internal water leakage issues for Unit 6 and 170.
  - k. The Committee **agreed** to ask owners of Townhouses with balconies facing Swallowtail drive to ensure that their balconies are clean, silicone is replaced and drains are free-flowing to avoid further damage to these balconies.
  - l. The Committee **approved** a quote from Screenmakers for a lift sign for moves in/out and who to contact.
  - m. The Committee **declined** to proceed with lift curtains to Northpoint, with damage to this lift not evident despite several years of use.
  - n. The Committee **approved** a quote from RigCom for pest spraying and window cleaning of inaccessible windows around the complex.
  - o. The Committee **noted** that the lighting on Block B has been on for the last 3 days, although J2 electrical has been undertaking testing and repairs recently to these lights. The Building Manager will check and confirm if these are still set to manual.
  - p. The Committee **noted** that there are a number of lights out in the Northpoint stairwell, despite recent sensor replacements. The Committee **further noted** that the light above Unit 6's car space in the basement is still only working intermittently. The building manager will undertake a walk of the fire stairs from top-down and bottom-up to determine those issues and engage an electrician to repair if necessary. The unit 6 car space issue will be reviewed by the electricians who replaced the sensor.
  - q. The Committee **agreed** to seek quotes for the installation of a proper access control system to the basement doors for Northpoint and Panorama, noting the current system does not have a head-end tracking usage or remote allocation which can be problematic in cases of theft and tracking property damage.
  - r. The Committee **noted** that the Level Plumbing quote for plumbing preventative maintenance has not yet been received and will be considered out-of-session.
  - s. The Committee **considered** a quote from LifeSpan for the installation of an awning outside the Northpoint main entry door. The proposed awning is likely too large and a smaller roof-style awning will be quoted by a roofer along with a reduced size awning from LifeSpan.

#### 4 Strata Managers Report

- a. The Committee **noted** the provided financial reports.
- b. The Committee **agreed** to place \$400,000 in a term deposit with Macquarie Bank.
- c. The Committee **agreed** to appoint Honan as the insurance brokers for the complex following the retirement of the previous broker.

- d. The Committee **noted** that discussions had occurred between two occupants of Northpoint regarding barking dog complaints, although this discussion was less than ideal. The Committee **agreed** to keep this issue under review and act on further complaints in accordance with the Rules and Infringement Process as they occur.
- e. The Committee **agreed** following feedback of the Unit 40 owner not to proceed with bird spike installation above their unit during the window cleaning.
- f. The Committee **approved** distribution of the newly registered Rules for the complex to all residents' mailbox and via email to owners.
- g. The Committee **noted** that a unit on the corner of Swallowtail Drive and John Gorton has installed a plastic awning without approval, with the owner to be asked to take this down or apply for consideration.

## **Building Manager Report - Panorama November 2022 – January 2023**

**Note:** This report was provided to the Committee prior to the Committee Meeting. Not all items noted in this report were discussed at the meeting.

### **Security (Door Closers, Access Control/Intercom):**

- Conduct regular checks of Common Property door closers and adjust as required.
- Intercom tested as operational.
- We have received a quote from ICU to install 1 extra security camera in the basement 1 carpark of Northpoint. Unit owner who requested coverage of their car space has been provided quote and elected not to proceed.

### **Cleaning & Waste Management**

- Cleaning standards have not been maintained to standard with M&M Rolfe, areas lacking:
  - Lifts.
  - Litter picking on John Gorton and Swallowtail drive side
  - Common area/ hallway cleanliness.
- A walkthrough with the M&M Rolfe Supervisor has been arranged, however recommend that contract is re-tendered to ascertain whether greater value-for-money can be achieved.
- A monthly pressure wash and clean has continued in the waste rooms.
- Brindabella waste has attended to collect dumped hard waste.
- Recommend that another bulky waste collection be arranged for the building.

### **Height Safety System (HSS)**

- Height safety systems are all up to date and meet Australian standards.
  - Date last services: November 2022
  - Date next service due: November 2023

### **Hydraulic (including leaks, hot water systems and plumbing works)**

- All applicable hot water units have been serviced and are up to date.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- Sump pumps have been serviced and are up to date.
  - Date last serviced: December 2022
  - Date next service due: December 2023
- Back flow valves have been serviced and are up to date.
  - Date last serviced: October 2022
  - Date next service due: October 2023.
- One of the hot water units in panorama developed a leak, Drips and drains have attended to repair.
- The two waste rooms closest to Northpoint have clogged floor waste drains, drips and drains have attended to unclog with eel.

**Fire**

- All fire extinguishers have been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- All fire hydrant hoses and backflow valves have been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- Hydrant booster and sprinkler valves has been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- All fire doors have been tested and passed.
  - Date last serviced: October 25<sup>th</sup> 2022 by Form1 fire.
  - Date next service due: October 2023
- Recommend fire panels are upgraded from single-sim to dual-sim to avoid need for hard line, following which all hard line services can be discontinued (after lift GSM upgrades). Quote requested from ADT.

**Electrical**

- Internal lights and sensors are checked daily.
- External lights are checked weekly.
- Lights and sensors replaced:
  - All Northpoint terrace lights.
  - Carpark light sensor above unit 6 car space.
  - 2 sensors in Northpoint fire stairs
  - 8 external and driveway lights.
- Maritex commercial have attended (31/1/23) to conduct a review of the fire stair lights and sensors in the panorama tower. Awaiting report back.
- Unit 88 reported afterhours that their power had tripped in their unit. The owner engaged an electrician after advice from Grady Strata that it was unsafe to turn this back on unless they knew the cause. Their electrician inspected and restored power, however power tripped again the next day. Another electrician attended and identified that they had overloaded one of the circuits in their unit with some high power consuming devices having been plugged in to the same circuit. Since work complete no further issues.

**Lifts**

- Lifts are all in working order, and there have been no malfunctions or emergency callouts for repairs.
  - Date last serviced: November 2022
  - Date next service due: February 2023
- Awaiting confirmation of date for Schindler to install GSM facility in lift shafts per agreement in latest contract.

**Mechanical (CO2 Sensors, Ventilation Equipment)**

- Hvac and CO2 sensors have been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: January 2023

- During the works in the panorama basement the co2 sensors have been isolated. These will be returned to normal when works are complete, and after-hours. Oftentimes these are left off after-hours by the workers.

### **Doors (Garage Doors, Swing Entry Doors, Garbage Room Roller Doors)**

- All roller doors including waste room doors have been serviced and are in good working order.
  - Date last serviced: December 2022 by MSR electrical.
  - Date next service due: April 2023.
- Regular check of entry doors to all buildings they have been adjusted as needed.
- Swing entry door to Northpoint front entry had a loose handle. Rectified by tightening.

### **Gardens & Courtyards**

- Corporate Gardens have completed their regular weekly scheduled servicing with no missed attendances.
- BBQs tested and working well.
- Now with the wet weather mostly gone, the BM has resumed the watering schedule of all gardens. This is taking up considerable time and long-term an irrigation system should be considered.
- Corporate Gardens have attended to quote for blank section of garden near the Panorama bin room. Have recommended not to proceed with Prostrate Rosemary, however will quote for this and other recommend plants separately. Also quoting for filling in gaps on Swallowtail. Quotes not yet received, but install should occur (subject to quote approval) in Autumn. A number of plants around the complex are easy enough to split apart and re-plant part of the plants in other areas.

### **General Building Works (Repairs & Maintenance)**

- 2 new convex mirrors have ordered to be installed at the driveway/garage entrance of Northpoint after previously going missing. No CCTV footage of theft available, as areas not covered.
- To find the cause of leaks into B1 peak consulting have attended to look inside units 89 and 88 opening holes in the walls to find the source. Once this leak is resolved the skirtings on the ground level and B1 will need to be removed, replaced and/or repainted on all sides and then installed. Consultants' reports attached. Further works required to confirm source.
- Unit 6 courtyard/balcony exhibiting signs of waterproofing failure. Consultant's report attached recommending complete overhaul. During these works recommend installing removable drainage openings, as these drains cannot be eeled to clear if blocked by heavy debris.
- Unit 27 balcony exhibiting signs of waterproofing failure to unit below, along with lifting tiles. A sale has fallen through of this unit as a result of this. BBZ Living arranged to re-lay lifted tiles and install expansion joint, however long-term refurbishment of balcony will be required to stop water getting through crack in soffit on balcony below.
- Following refurbishment of Unit 75 upper balcony facing Swallowtail Drive their internal leaks to their living room have stopped. Waterproofing failure

on lower-level balcony causing leaks through front light fitting and in to garage. Quote attached from PWC Property Works for repairs. Further, works to above balcony by Dekor are showing signs of grout deterioration and Dekor have been contacted to repair under warranty.

- 90% of balconies facing Swallowtail Drive are showing clear signs of waterproofing failure, especially on the lower-level balconies. Calcification and damage to plasterboard evident, along with failed front lights.
- Oz Metal Works recommended on-site with no prior notice to Grady Strata. Empire have been pursued on an ongoing basis for a schedule of works, however this has not yet been provided. Concerns raised by occupants regarding un-notified works, and potential impact on use of the building during lift shaft works. Empire have committed to providing 'plenty' of notice for the lift shaft works.
- Unit 37 & 38 Leaks being investigated by Empire via Above & Beyond Construction. No advice on Scope of Works received from Above & Beyond, however they did attend site on 30/1/23 to investigate cause further.
- Handrail for front of building subject to quoting by Capital Certifiers and Steve Watson & Partners for certification purposes. Advised an architects design for height of installation and type of handrail required before moving forward. Mather Architects have been contacted to price drawing of this design.
- Await colour selection for rear deck so Project Painting can proceed with works to re-finish the deck. Colour used on Unit 6 courtyard is Jarrah.
- Gutter-guard re-quotes have been subject to re-inspections by eligible contractors. Still awaiting quotes. Imperative this occur before mid-Winter.
- Quotes being pursued for Peak SoW for Unit 170 leaks, although Above & Beyond are investigating.
- Solar panel quotes requested from EPC Solar for initial guidance on cost and benefit. Not yet received.
- Awning quote for Northpoint received from LifeSpan, other quotes being pursued for front awning. Vertec and Watsons have declined to quote at this stage.
- Unit 50 has had an ongoing leak due to water flow back in to their unit via the front door, as the slab drains toward their front door and not away, meaning water gets under their front door during heavy rain. This has damaged their timber floorboards. A strip drain is being installed on 8 February near this location to stop reoccurrence and allow an insurance claim for this to be finalized.
- Damage to ground floor lift entry in Panorama (U1-40) building. Innov8 to repair when on-site to repair damaged render on walls to Unit 75.

### **Notices Issued**

- Storage of items on storage cages: 0 notices.
- Storage of items in car spaces: 0 notices.
- Storage of items in corridors outside unit doors: 0 notices.
- Balcony tidiness issues: 0 notices.
- Oil leaks: 0 notices.
- Parking issues: 0 notices.

### **Incidents Reported**

- Nothing to report.

**Standard Operational Checks (Daily, Weekly, Monthly):**

**Building Exterior (including courtyard)** – Daily (litter, damage check)

**External Doors (swing doors, car park rollers, garbage room)** – Daily (check for faults & damage).

**Car Park** – Daily (rubbish, leaks, lights), Weekly (Storage of items, oil leaks).

**Lifts** – Daily (entry doors, cleanliness, operation), Weekly (lift phones).

**Corridors** – Daily (lights, carpet stains, damage).

**BBQs** – Weekly (cleanliness, operational check).

**Hot Water** – Daily (check operation of each burner, temperature out and in, circulating pumps, controllers).

**Hydraulic** – Daily (fault alarm check), Weekly (check pumps operating during rain), Monthly (strip drains).

**Roof** – Weekly (check functionality of access hatches), Monthly (general box gutter check, where safe).

**Maintenance Management Software** – Daily (check and update tasks, follow up quotes), Monthly (check programmed maint register and seek quotes 1-2 months in advance).

**Waste** – Daily (check for dumped waste and identify dumpers where possible, break down cardboard), Monthly (pressure wash stains).

**Irrigation** – Weekly (check functionality and discuss programming with gardener).

**Ongoing Notes**

- Issues still being pursued with access Canberra:
  - Unit 105 leak in the front entry. Awaiting feedback from tenant on repairs.
  - Unit 145 leak from failed shower water proofing. No response from Empire.
  - Unit 170 leak in the cladding and/or external weatherproofing. Empire reviewing works, but believe balcony of Unit 178 is suspect. Unit 178 balcony has been waterproofed multiple times in the past, which has been advised to Above & Beyond Construction.
  - Northpoint front entry leak.
  - Northpoint Level 4 hallway leak (near U170) likely cladding and/or external weatherproofing.
  - Unit 37 leak likely from the balcony and/or cladding.
  - Panorama structural works BA/certifier details.
  - Panorama structural works damage to CP front entry and basement.

## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Meeting held via Microsoft Teams at 6:00PM on the 24<sup>th</sup> of November 2022.**

**PRESENT EXECUTIVE COMMITTEE (EC):** A Ryan, K Blundell, K Franklin, C Dickie, M Zezulka, S Hornby

**OTHERS PRESENT:** Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Bobbie O'Leary

**APOLOGIES:** D Joller, G Chambers

### 1 Election of Office-Bearers

- a. The Committee **agreed** to defer the appointment of Office-Bearers (Chair, Treasurer, Secretary) until the next Executive Committee Meeting to allow all members to be present at the time of election of office bearers.
- b. The Committee **agreed** that email engagement between meetings for the Committee can continue, with responses to be provided by Committee Members as soon as practicable, with the Strata Manager to follow up if responses are not received.

### 2 Approval of minutes from January 2022 EC Meeting

- a. The Committee **accepted** the minutes of the meeting on the 14<sup>th</sup> of April 2022.

### 3 Facilities

- a. The Committee **noted** the written attached Building Managers Report.
- b. The Committee **considered** quotes from Golden Brush, Project Painting and Innov8 Paint and Design and **agreed** to the quote from Project Painting, subject to review of the proposed colour of the product to be utilised.
- c. The Committee **approved** a quote from WaterTight for repairs to the hot water systems, **noting** advice from WaterTight that these repairs will likely ensure the hot water systems repaired will reach the end of their serviceable life, meaning costs will be reduced in repair rather than replacement given the potential future shift from gas hot water heaters to electric.
- d. The Committee **considered** a plumbing preventative maintenance quote from WaterTight and **agreed** to await a comparative servicing quote from Level Plumbing before progressing further.
- e. The Committee **agreed** to proceed with Watertights quote for:
  - a. Repairs to Bldg H basement pump.
  - b. Installation of lockable isolation valves on the Fire Hose Reels.
  - c. Conduct a hydraulic services review of Bldg H U131 issues.
- f. The Committee **noted** that the skirting boards in the Northpoint building on the ground level and Level -1 are badly dilapidated with what appears to be water ingress from the front tiled area. The Committee **agreed** to seek a consultants report to confirm cause before progressing further.
- g. The Committee **agreed** a lift contract from Schindler Lifts, which is provided at a lower price than the current servicing cost and includes provision of emergency lift phones via mobile GSM.

- h. The Committee **agreed** to arrange permanent signage in the Panorama lift advising that bookings for moves in/out must be arranged with the Building Manager at least 2 business days in advance so protective curtains purchased for the Panorama lift can be installed.
- i. The Committee **agreed** to seek updated quotes for gutter-guard to all buildings at the property, excluding areas (townhouses) where installation has already occurred at private residents' cost.
- j. The Committee **approved** a quote from Canberra Sweeping for basement cleaning with this work to commence once the structural steel work installation is complete in the Panorama basement.
- k. The Committee **approved** a quote from Morgans Group for tile and carpet cleaning.
- l. The Committee **agreed** to seek a quote from Corporate Gardens to install Prostrate Rosemary in the blank section between Buildings A and B behind the apartment letterboxes for 41 onward near the bin room side.
- m. The Committee **agreed** to seek a quote from Corporate Gardens to fill out the blank sections of the hedge along the Swallowtail Drive wall.
- n. The Committee **noted** a request from a resident to lock the windows in the corridors in the open position. The Committee **agreed** that these windows will not be locked and residents should be free to open and close them as necessary.
- o. The Committee **noted** that ICU have completed the installation of cameras in the Northpoint building and all relevant logins, passwords and keys for cabinets have been handed over to Grady Strata.
- p. The Committee **noted** that a quote for an additional CCTV camera requested by Unit 147 to cover their car space has been requested from ICU for consideration by the Unit 147 owner.
- q. The Committee **noted** that the insurance claim relating to an alleged trip and fall outside the Panorama building has been negotiated to settlement by the relevant insurers for all named and joined parties, however the Certifiers insurers have requested installation of a handrail outside the property before they will sign off on the claim. The Committee **agreed** to request confirmation that BCA will certify the handrail quoted by Prestige Metal Works before proceeding, despite the AGM rejecting the original proposal.
- r. The Committee **agreed** to engage Collection Corporation Australia to commence collection action against the various units with 120+ days outstanding levies, noting that dispensation cannot often be provided for individual circumstances.
- s. The Committee **noted** that Brian Harpley of Ace Insurance Agencies has retired as a broker and their business is winding up. Alternate insurance broker recommendations will be made by the Committee so an alternate broker can be appointed well in advance of next renewal period.
- t. The Committee **noted** receipt of a Scope of Works and approximate pricing for repairs to ongoing leaks in Unit 170, with costs estimated at \$35,000. The Committee **agreed** to seek a detailed quote to executive this scope of works, as the unit has been reported as leaking following the recent repairs by Empire.

- u. The Committee **agreed** to request information from Empire Global on when structural strengthening works are anticipated to commence in the lift and the likely dates for same, as residents are concerned that the lift will be out for multiple weeks without prior notice.
- v. The Committee **noted** concerns raised by residents that some amenity in their car space has been lost as a result of the installation of structural steel members. The Committee **agreed** to seek a letter from the engineer for the design of the repair to provide a letter on their letterhead advising that the car spaces are compliant for provision to the relevant owners.
- w. The Committee **agreed** not to pursue a Building Approval detail from Empire, as Empire have advised that the engineer will sign off on the works and Access Canberra have already advised they are investigating the matter.
- x. The Committee **noted** that the leaks in the Northpoint basement are not as bad as previously, but the works still need to be pursued to fix the leaks in to storage cages, with Reliance, PWC Property and Blackett Commercial all quoting the Peak Scope of Works to repair.
- y. The Committee **approved** an application from Unit 55 to install solar panels above their townhouse roof, provided it is only in line with their townhouse as per the proposal.
- z. The Committee **agreed** to move administration of the residents' facebook pages to Kristine Blundell.
- aa. The Committee **agreed** that smoke drift from Unit 1 is ongoing and is a nuisance to other residents and **agreed** by resolution to issue the owner of Unit 1 a Rule Infringement Notice for breaches of the Rules.
- bb. The Committee **noted** concerns raised in relation to the cleaning standards at the property, however **agreed** that the cleaner is working through the property well, although the lifts are regularly soiled by residents once the cleaner has departed for the day. The committee **agreed** to request that the cleaner maintain additional focus on cleaning of the lifts.
- cc. The Committee **noted** advice from Grady Strata that 4 rope access window cleaning companies are generally under-staffed and unable to complete major works until June/July next year. The Committee **agreed** to commence seeking quotes for window cleaning and spider spraying now to ensure the building was on the lift of items to be completed. A 2-year contract arrangement will be sought to ensure service delivery.
- dd. The Committee **noted** that there is a smell on Level -1 in the Northpoint building and **agreed** that this may be related to mould and a hole should be cut in the wall to identify whether there is mould due to a potential water leak.
- ee. The Committee **considered** a request for a balcony sun shade application and **agreed** that approval is unlikely, but the resident may provide plans for consideration.
- ff. The Committee **noted** receipt of quotes from Kerin Benson Lawyers and Proctor Legal for advice on the possibility and relevant resolutions required to split the Sinking Fund Plan between various sections of the property (Panorama, Townhouses, Northpoint), however **agreed** that the Sinking Fund Plan should not be split in this way and management of such a split

- would be nearly impossible given the prior contributions toward the fund over the last 7 years of operation.
- gg. The Committee **agreed** to seek an updated Sinking Fund Plan and Building Valuation before the next Annual General Meeting.
  - hh. The Committee **noted** that installation of ACT Government signage on the property would be possible, but the ACT Government will not enforce parking requirements on Common Property so this is not worthwhile pursuing. The Committee **noted** that a resident from Observatory Living is parking in the visitor parking at the property and **agreed** to identify the resident where possible so Grady Strata can follow up.
  - ii. The Committee **noted** advice that the Unit 107 barking dog issues seem to have reduced of late.
  - jj. The Committee **agreed** to implement reasonable funds in to the Sinking Fund Plan for upgrades of the hot water system from gas to electric, however designs will not be sought at this time.
  - kk. The Committee **agreed** to seek quotes for the installation of solar panels on the high-rise buildings to offset Common Property power draw.
  - ll. The Committee **agreed** to continue to pursue the awning cover outside the Northpoint building, with a quote to be sought from LifeSpan Building Group.

#### 4 Strata Managers Report

- a. The Committee **noted** the provided financial reports.
- b. The Committee **agreed** to engage Collection Corporation Australia to commence collection action against the various units with 120+ days outstanding levies, noting that dispensation cannot often be provided for individual circumstances.
- c. The Committee **noted** that Brian Harpley of Ace Insurance Agencies has retired as a broker and their business is winding up. Alternate insurance broker recommendations will be made by the Committee so an alternate broker can be appointed well in advance of next renewal period.
- d. The Committee **noted** receipt of a Scope of Works and approximate pricing for repairs to ongoing leaks in Unit 170, with costs estimated at \$35,000. The Committee **agreed** to seek a detailed quote to executive this scope of works, as the unit has been reported as leaking following the recent repairs by Empire.
- e. The Committee **agreed** to request information from Empire Global on when structural strengthening works are anticipated to commence in the lift and the likely dates for same, as residents are concerned that the lift will be out for multiple weeks without prior notice.
- f. The Committee **noted** concerns raised by residents that some amenity in their car space has been lost as a result of the installation of structural steel members. The Committee **agreed** to seek a letter from the engineer for the design of the repair to provide a letter on their letterhead advising that the car spaces are compliant for provision to the relevant owners.
- g. The Committee **agreed** not to pursue a Building Approval detail from Empire, as Empire have advised that the engineer will sign off on the works and Access Canberra have already advised they are investigating the matter.

- h. The Committee **noted** that the leaks in the Northpoint basement are not as bad as previously, but the works still need to be pursued to fix the leaks in to storage cages, with Reliance, PWC Property and Blackett Commercial all quoting the Peak Scope of Works to repair.
- i. The Committee **approved** an application from Unit 55 to install solar panels above their townhouse roof, provided it is only in line with their townhouse as per the proposal.
- j. The Committee **agreed** to move administration of the residents' facebook pages to Kristine Blundell.
- k. The Committee **agreed** that smoke drift from Unit 1 is ongoing and is a nuisance to other residents and **agreed** by resolution to issue the owner of Unit 1 a Rule Infringement Notice for breaches of the Rules.
- l. The Committee **noted** concerns raised in relation to the cleaning standards at the property, however **agreed** that the cleaner is working through the property well, although the lifts are regularly soiled by residents once the cleaner has departed for the day. The committee **agreed** to request that the cleaner maintain additional focus on cleaning of the lifts.
- m. The Committee **noted** advice from Grady Strata that 4 rope access window cleaning companies are generally under-staffed and unable to complete major works until June/July next year. The Committee **agreed** to commence seeking quotes for window cleaning and spider spraying now to ensure the building was on the lift of items to be completed. A 2-year contract arrangement will be sought to ensure service delivery.
- n. The Committee **noted** that there is a smell on Level -1 in the Northpoint building and **agreed** that this may be related to mould and a hole should be cut in the wall to identify whether there is mould due to a potential water leak.
- o. The Committee **considered** a request for a balcony sun shade application and **agreed** that approval is unlikely, but the resident may provide plans for consideration.
- p. The Committee **noted** receipt of quotes from Kerin Benson Lawyers and Proctor Legal for advice on the possibility and relevant resolutions required to split the Sinking Fund Plan between various sections of the property (Panorama, Townhouses, Northpoint), however **agreed** that the Sinking Fund Plan should not be split in this way and management of such a split would be nearly impossible given the prior contributions toward the fund over the last 7 years of operation.
- q. The Committee **agreed** to seek an updated Sinking Fund Plan and Building Valuation before the next Annual General Meeting.
- r. The Committee **noted** that installation of ACT Government signage on the property would be possible, but the ACT Government will not enforce parking requirements on Common Property so this is not worthwhile pursuing. The Committee **noted** that a resident from Observatory Living is parking in the visitor parking at the property and **agreed** to identify the resident where possible so Grady Strata can follow up.
- s. The Committee **noted** advice that the Unit 107 barking dog issues seem to have reduced of late.

- t. The Committee **agreed** to implement reasonable funds in to the Sinking Fund Plan for upgrades of the hot water system from gas to electric, however designs will not be sought at this time.
- u. The Committee **agreed** to seek quotes for the installation of solar panels on the high-rise buildings to offset Common Property power draw.
- v. The Committee **agreed** to continue to pursue the awning cover outside the Northpoint building, with a quote to be sought from LifeSpan Building Group.

## **Building Manager Report - Panorama September - October 2022**

**Note:** This report was provided to the Committee prior to the Committee Meeting. Not all items noted in this report were discussed at the meeting.

### **Security (Pedestrian Doors, Access Control/Intercom):**

- Conduct regular checks of Common Property door closers and adjust as required.
- All access control and intercom operational.
- ICU have installed 15 security cameras focusing on the main entryway and exits of the Northpoint building only.

### **Cleaning & Waste Management**

- Cleaning standards have been maintained as acceptable, with M&M Rolfe.
- There has been a number of occasions where medical waste including sharps have been found in the waste room closest to the Northpoint, a notice was sent out to all residents in September.
- Due to incorrect waste being left in the recycling hoppers we had a missed collection. The BM removed all the general waste from the bins and a copy of waste room rules was sent out to all residents reminding them of the correct recycling procedures on October 21<sup>st</sup> 2022
- Quotes have been obtained for the carpark/basement cleans from spec services and Canberra sweeping.
  - Canberra sweeping: \$1200.50 + GST
  - Spec services: \$1500 + GST
- A pressure washer has been purchased for the complex to conduct monthly cleaning of all the waste rooms.

### **Height Safety System (HSS)**

- Height safety systems are all up to date and meet Australian standards.
  - Date last services: November 2021
  - Date next service due: November 2022

### **Hydraulic (including leaks, hot water systems and plumbing works)**

- 3 hot water units at Northpoint have been replaced by Rheem.
- All applicable hot water units have been serviced and are up to date.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- Sump pumps have been serviced and are up to date.
  - Date last serviced: December 2021
  - Date next service due: December 2022
- Back flow valves have been serviced and are up to date.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- A new sinking fund plan has been set up for the expenses linked to changing the hot water systems to electrical instead of gas.

**Fire**

- On September 28<sup>th</sup> 2022 Fire alarms were activated in the panorama building, fire fighters attended sight the cause was welding smoke from Oz metal as part of the structural works being completed by Empire. The fire alarms in the fire stairs were isolated but the smoke drifted into the main hallways of the building which were the ones that were set off. Any cost will be on-charged to Empire
  - Going forward the time spent welding will be reduced and increased air flow fans were utilised to vent the smoke outside the fire stairs to prevent the alarms going off again
  - Form1 also attended to check and service the fire alarms in the fire stairs and hallways affected.
- All fire extinguishers have been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- All fire hydrant hoses and backflow valves have been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- Hydrant booster and sprinkler valves has been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023
- All fire doors have been tested and passed.
  - Date last serviced: October 25<sup>th</sup> 2022 by Form1 fire.
  - Date next service due: October 2023

**Electrical**

- Internal lights and sensors are checked daily.
- J2 electrical has attended to repair a broken PECCell in the middle BBQ area
- External lights are checked weekly.
- Lights and sensors replaced:
  - 3 sensors in level 3 of Northpoint.
  - 1 down light in level B1 of Northpoint.
  - 2 down lights in ground level of Northpoint.
  - 7 fire stair emergency lights replaced in Northpoint.
  - 6 fire stair emergency lights replaced in Northpoint

**Lifts**

- Lifts are all in working order, and there have been no malfunctions or emergency callouts for repairs.
  - Date last serviced: August 2022
  - Date next service due: November 2022

**Mechanical (CO2 Sensors, Ventilation Equipment)**

- Hvac and CO2 sensors have been tested and passed.
  - Date last serviced: October 2022
  - Date next service due: April 2023

**Doors (Garage Doors, Swing Entry Doors, Garbage Room Roller Doors)**

- All roller doors including waste room doors have been serviced and are in good working order.
  - Date last serviced: September 28<sup>th</sup> 2022 by MSR electrical.
  - Date next service due: December 2022
- Regular check of entry doors to all buildings they have been adjusted as needed.

**Gardens & Courtyards**

- Corporate Gardens have completed their regular weekly scheduled servicing throughout July, August, September and October. No missed attendances.
- BBQs tested and working well.
- Due to all the wet weather garden watering has not been maintained by BM but will resume once the weather dries up more permanently.

**General Building Works (Repairs & Maintenance)**

- Empire have started their structural works in the Panorama building, this includes drilling in fire stairs, basements and in storage cages to be able to add additional structural support to the building. Structural works have taken longer than originally scheduled for. All drilling and welding in the fire stairs has been completed works will continue to affect the basement levels of Panorama.
- Unit 88 was attended by an after hours call out on October 19th after they lost power in their unit. The issue was isolated to the unit.
- Unit 145 was attended by an after hours call out on October 22<sup>nd</sup> after they lost power into their unit. The issue was isolated to the unit.
- A floor waste drain at the end of the above ground car park of Northpoint was clogged and the grate was stuck in the ground by concrete that had spilled over. BM chiselled away a small amount of concrete to remove the grate and unclogged the drain.
- Real estate signs around both complexes have been removed by both BM and reported to the sign writer companies and removed. 13 in total.

**Notices Issued**

- Storage of items on storage cages: 0 notices.
- Storage of items in car spaces: 0 notices.
- Storage of items in corridors outside unit doors: 0 notices.
- Balcony tidiness issues: 0 notices.
- Oil leaks: 0 notices.
- Parking issues: 0 notices.

**Incidents Reported**

- Nothing to report

**Standard Operational Checks (Daily, Weekly, Monthly):**

**Building Exterior (including courtyard)** – Daily (litter, damage check)

**External Doors (swing doors, car park rollers, garbage room)** – Daily (check for faults & damage).

**Car Park** – Daily (rubbish, leaks, lights), Weekly (Storage of items, oil leaks).

**Lifts** – Daily (entry doors, cleanliness, operation), Weekly (lift phones).

**Corridors** – Daily (lights, carpet stains, damage).

**BBQs** – Weekly (cleanliness, operational check).

**Hot Water** – Daily (check operation of each burner, temperature out and in, circulating pumps, controllers).

**Hydraulic** – Daily (fault alarm check), Weekly (check pumps operating during rain), Monthly (strip drains).

**Roof** – Weekly (check functionality of access hatches), Monthly (general box gutter check, where safe).

**Maintenance Management Software** – Daily (check and update tasks, follow up quotes), Monthly (check programmed maint register and seek quotes 1-2 months in advance).

**Waste** – Daily (check for dumped waste and identify dumpers where possible, break down cardboard), Monthly (pressure wash stains).

**Irrigation** – Weekly (check functionality and discuss programming with gardener).

**Ongoing Notes**

- Issues still being pursued with Access Canberra:
  - Unit 105 leak in the front entry.
  - Unit 145 leak from failed shower water proofing.
  - Unit 170 leak in the cladding and/or external weatherproofing.
  - Northpoint front entry leak likely failed waterproofing.
  - Northpoint Level 4 hallway leak (near U170) likely cladding and/or external weatherproofing.
  - Unit 37 leak likely from the balcony and/or cladding.
  - Unit 72 garage leak.
  - Panorama structural works BA/certifier details.
  - Panorama structural works damage to CP front entry and basement.

**Annual General Meeting  
'PANORAMA APARTMENTS'  
41 PHILIP HODGINS STREET, WRIGHT**

Held at The Hellenic Club, Matilda St, Phillip on the 18<sup>th</sup> of October 2022 at 6.00pm.  
As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Present:** Representatives for Lots: 6, 18, 19, 22, 31, 33, 40, 41, 42, 47, 52, 63, 72, 94, 112, 123, 145, 147, 170, 179.

**Proxies:** Representatives for Lots: 18, 19.

**Absentee Voting Forms for Lots:** 7, 24, 39, 53, 102, 135, 171.

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Mr Allan Ryan, Chair of the Executive Committee, assumed the role of Chair of the Annual General Meeting.

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members to the meeting and provided a brief outline of works undertaken by the Executive Committee during the year including implementation of bulky waste collections, lighting replacements, ongoing preventative maintenance works to various assets, car park cleaning, inaccessible window cleaning, carpet cleaning, tile cleaning and ongoing plant replacements and upgrades.

## **MINUTES**

### **ITEM 1 - MINUTES**

**Motion 1:** *"That the Owners Corporation adopt the 2021 Annual General Meeting Minutes as provided."*

**Motion Carried**

## **FINANCIAL STATEMENTS AND REPORTS**

### **ITEM 2 - FINANCIALS**

**Motion 2:** *"That the Owners Corporation adopt the audited financial statements for the financial year ended 30 June 2022."*

**Motion Carried**

## **2022-23 BUDGET**

### **ITEM 3 – BUDGET**

**Motion 3:** *"That the Owners Corporation adopts an administrative budget of \$329,017.75 (Plus GST) and that a contribution be determined to the Administrative Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 18 November 2022, 1 January 2023, 1 March 2023 and 1 June 2023."*

**Motion Carried**

**Motion 4:** “That the Owners Corporation adopts a Sinking Fund expenditure budget of \$166,760.80 (Plus GST) and that a contribution of \$170,766 (Plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 18 November 2022, 1 January 2023, 1 March 2023 and 1 June 2023.”

**Motion Carried**

#### ITEM 4 – PANORAMA BUDGET

**Motion 5:** “That the Owners Corporation adopts a **Panorama (Units 1-40)** administrative budget of \$35,508.81 (Plus GST) for the 2022/2023 financial year and strike levies against all **Panorama (Units 1-40)** units on a unit entitlement basis to fall due on 18 November 2022, 1 January 2023, 1 March 2023 and 1 June 2023.”

**Motion Carried By Special Resolution**

#### ITEM 5 – NORTHPOINT BUDGET

To receive, consider and adopt the proposed **Northpoint (Units 86-180)** administrative budget of \$57,452.36 (Plus GST) for the 2022/23 financial year as supplied.

**Motion 6:** “That the Owners Corporation adopts a **Northpoint (Units 86-180)** administrative budget of \$57,452.32 (Plus GST) for the 2022/2023 financial year and strike levies against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 18 November 2022, 1 January 2023, 1 March 2023 and 1 June 2023.”

**Motion Carried By Special Resolution**

## INSURANCE

#### ITEM 6 – POLICY NOTATION AND RENEWAL

**Motion 7:** “That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4138 in accordance with the attached Certificate of Currency provided by CHU Insurance and agree for the policy to be adjusted on renewal in consultation with the Executive Committee”

**Motion Carried**

#### ITEM 7 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that the only ongoing claim relates to an alleged trip and fall on the steps to the Panorama Building which is being handled by the Owners Corporation’s insurers lawyers. The meeting noted that the Owners Corporation will not receive a safety review report as a result of the current ongoing matter.

## ELECTION OF EXECUTIVE COMMITTEE

#### ITEM 8

**Motion 8:** “That the Owners Corporation agree to create 8 Executive Committee positions and appoint Alan Ryan, Mark Zezulka, Kara Franklin, Kristine Bundell, Greg Chambers, Scott Sindell, Chris Dickie, Daniel Joller to stand as Executive Committee members until the next Annual General Meeting”

The meeting noted that the owner of Unit 31 is happy to join the Executive Committee if any members resign during the year.

**Motion Carried By Special Resolution**

## ITEM 9

The meeting noted that the only delegations in existence at the property are between Grady Strata and the Owners Corporation via contract, which is available upon request.

## LEGAL ACTION

### ITEM 10 – CEASING KERIN BENSON LEGAL ADVICE GENERALLY

The meeting noted that whilst the proposed motions to be considered in relation to this matter would result in the Owners Corporation not seeking further legal advice to pursue Empire Global for rectification of alleged defects via the Court system, this would not be permanent in nature if Owners wished to raise the matter at a later time.

**Amended Motion 9:** *“That the ‘Owners – Units Plan No. 4138’ AGREES to cease, at the present time, any further legal advice to take Empire Global (builder) to court to receive damages regarding defects at 41 Philip Hodgins Street, Wright.”*

**Motion 10:** *“That the ‘Townhouse Owners (buildings B-G)’ RESOLVES, for avoidance of any doubt and to ensure that any issue said to arise under or in connection with section 2.5 of Schedule 2 of the Unit Titles Management Act 2011 (ACT), that the owners corporation authorise to,*

**Option (a):** *Investigate the number of Townhouse Owners that fall within the statutory warranty period and what defects, if any, are located at those Townhouses. This is information gathering only by Grady at no additional cost.*

AND

**Option (b):** *Following Motion 10(a) to approve and ratify the seeking of advice and Services from Kerin Benson Lawyers (and such other parties as may be necessary) in relation to Townhouse building defects at 41 Philip Hodgins Street, Wright, ACT, for the individual owners to progress through legal action to receive damages from the Builder.”*

**Motion 10a and 10b Failed**

### ITEM 11 – INCORPORATING DEFECTS INTO THE SINKING FUND PLAN

**Motion 11:** *That the ‘Owners – Unit Plan No. 4138’ AGREES for the Owners Corporation to incorporate significant outstanding defects into the Sinking Fund Plan during 2022 to remedy the following outstanding defects. The list of significant defects for inclusion are:*

#### **Northpoint**

- *Tiling waterproofing on balconies*
- *Basement water leakage issues*

#### **Townhouses**

- *Tiling waterproofing on balconies*

#### **Panorama**

- *Tiling waterproofing on balconies*
- *Basement water leakage issues”*

**Motion Carried**

**Motion 12:** *That the 'Owners – Unit Plan No. 4138' AGREES IN PRINCIPLE, subject to approval of an updated Sinking Fund Plan at the 2023 AGM, how the ongoing costs to remedy outstanding defects will be paid.*

**Option (a):** *The costs are distributed evenly between all owners regardless of where the defects are located, or;*

**Option (b):** *The costs are distributed between owners based on the location of the defects (Panorama, Townhouses, Northpoint).*

**Motion Carried**

## **BUILDING MAINTENANCE**

### **ITEM 12 – STRUCTURAL DEFECTS**

The meeting noted that repairs to the structural issues identified in the Panorama (Units 1-40) building are underway via Empire Global and WSP (engineering firm), however details have not been provided by Empire as to who is signing off on the works being undertaken as yet. The meeting agreed for the managing agent to follow up with Empire for these details.

The meeting noted that some damage has been caused to the Common Property during the structural works in the Panorama (Units 1-40), however a dilapidation report was not completed before the works commenced. The meeting agreed for Grady Strata to follow these issues up with Empire Global to request repairs are completed.

### **ITEM 13 – MAINTENANCE PLAN**

The meeting noted that a new Sinking Fund Plan would be drafted in accordance with Motion 12 (a) and (b), and that a Maintenance Plan would be drafted alongside the Sinking Fund Plan for consideration of Owners at the 2023 Annual General Meeting. The meeting further noted that a programmed maintenance register for monthly, quarterly, six-monthly and annual maintenance tasks was already provided via Grady Strata.

### **ITEM 14 – FIRE SAFETY REVIEW**

The meeting noted that there is no known flammable cladding affixed to the building, with all cladding identified as 'Innowood' cladding manufactured by 'InnoClad' which is a non-filled product.

The meeting noted that all fire protection assets in the building are presently serviced by Form1 Fire in accordance with the relevant Australian Standards.

### **ITEM 15 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)**

The meeting noted that there are some gaps in plantings along the Swallowtail Drive wall, which was planted out by Corporate Gardens some time ago to protect it from vandalism. The meeting agreed for the Committee to follow up for costs for additional plants to fill the gaps.

The meeting noted that there are birds often perched on the framing around the balcony of Unit 40 and agreed for the Managing Agent to request installation of bird spikes from the window cleaners when next on-site.

The meeting agreed to consider the addition of conversion from gas hot water to electric hot water systems for the high-rise properties in the next Sinking Fund Plan revision.

The meeting requested that the Committee seek costs for installation of an additional mirror to cover the ramp from the Northpoint basement car park when exiting the Northpoint visitor parking area.

The meeting requested that the Committee seek quotes for the installation of a small awning to cover the front entry to the Northpoint building so residents do not get wet when seeing guests.

The meeting noted that there are ongoing issues with errant parking around the complex, however gazetted land to allow the ACT Government to enforce errant parking is generally no longer approved by the ACT Government. The meeting further noted that Wilson Parking has been considered in the past as an alternative, however the cost of implementing this solution was found to be prohibitive.

## RULE UPDATE

### ITEM 16 – RULE UPDATE

**Motion 13:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to adopt the updated Rules as provided with the 2022 Annual General Meeting Package.”*

***Motion Carried By Special Resolution***

## GENERAL BUSINESS

### ITEM 17 – HANDRAIL INSTALLATION

**AMENDED Motion 14:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote QT01349 from Prestige Metal Works in the sum of \$1,500 + GST to install a handrail to the steps at the front of the Panorama building (Units 1-40), noting that the installation of this handrail does not confirm compliance, nor indicate noncompliance with either the National Construction Code or the Disability Discrimination Act. If approved, the cost of the accepted quote is to be paid from the surplus funds held in the Panorama (Units 1-40) fund.”*

The meeting noted that the request for a handrail was put forward by a resident of a unit in the Panorama building, with the original request including the installation of a ramp to the front entry of the property. The meeting noted that the installation of a handrail will not necessarily ensure compliance with the NCC or DDA and that there is a ramp entry at the other end of the building.

***Motion Failed***

**ITEM 18 – NORTHPOINT CCTV INSTALLATION**

**Motion 15a:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote 5403 from Control by Integration (CXI) in the sum of \$25,547.36 + GST to install a 11 camera CCTV System to provide surveillance of the main building entries of the Northpoint Building basement, ground floor and first floor. Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$25,547.36 against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 18 November 2022 and 1 February 2023.”*

**Motion Rescinded**

**Motion 15b:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote 2289 from ICU Security Cameras in the sum of \$18,985 + GST to install a 15 camera CCTV System to provide surveillance of the main building entries of the Northpoint Building basement, ground floor and first floor. Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$18,985 + GST against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 18 November 2022 and 1 February 2023.”*

**Motion Carried By Special Resolution**

**Motion 15c:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote QU-0164 from Metro Electrical & Security in the sum of \$15,550 + GST to install a 15 camera CCTV System to provide surveillance of the main building entries of the Northpoint Building basement, ground floor and first floor. Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$15,550 + GST against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 18 November 2022 and 1 February 2023.”*

**Motion Rescinded**

**ITEM 19 – GARBAGE ROOM DOOR AUTOMATION**

**Motion 16:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to accept quote 7013 from BLE Auto Doors in the sum of \$1,135 + GST to install a motorised roller door motor with pin pad to the roller door nearest to the Panorama (Units 1-40). Furthermore, the Owners – Units Plan 4138 RESOLVES to strike an additional levy of \$1,135 + GST against all units on a unit entitlement basis to fall due on 18 November 2022 and 1 February 2023.”*

The meeting noted that this request had been placed on the agenda by a resident of the Panorama building, however a similar cost is applicable across all waste rooms if wanting to automate these doors. The meeting noted that the insatallation of automated doors would not necessarily reduce dumping of illegal items as this is often the fault of residents and that can collection from the recycling bins was not a present issue of concern.

**Motion Failed**

ITEM 20 – GUTTER GUARD SINKING FUND PLAN MODIFICATION

**Motion 17:** *“That the ‘Owners – Units Plan No. 4138’ RESOLVE to modify the Sinking Fund Plan to allow \$47,178.43 + GST for the installation of gutter-guard to all gutters including box gutters around the complex.”*

The meeting noted that there are ongoing issues with birds pulling out insulation and dropping it around the property, most often during nesting seasons over the past several years. A quote from GE roofing has been received, with additional quotes being sought, to install gutter-guard to prevent this issue in future however costs would need to be allowed in the Sinking Fund or additional levies raised to fund the quoted cost.

***Motion Carried By Special Resolution***

*Meeting Closed at 8:00PM*

## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Meeting held via Microsoft Teams at 6:00PM on the 14<sup>th</sup> of April 2022.**

**PRESENT EXECUTIVE COMMITTEE (EC):** A Ryan, A Craig, K Blundell, K Franklin, H Peachey

**OTHERS PRESENT:** Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Giorgia Fiorenza-Julian

**APOLOGIES:** C Gabriel, M Zezulka

### 1 Chairman's Welcome

- a. The Committee Chair Mr Alan Ryan welcomed members to the meeting.

### 2 Approval of minutes from January 2022 EC Meeting

- a. The Committee **accepted** the minutes of the meeting on the 13<sup>th</sup> of January 2022.

### 3 Facilities

- a. The Committee **noted** the Building Managers Report.
- b. The Committee **approved** Unit 91 request to install a Ring doorbell.
- c. The Committee **noted** reports of mice in walls and on balconies around the complex. Rentokil to attend and add extra baits.
- d. The Committee **noted** the Gardeners failed to attend during a week of heavy rain. The invoice will be adjusted to reflect the lesser hours.
- e. The Committee **noted** a blocked drain in Unit 50 has been jet rodded.
- f. The Committee **noted** that Grady Strata has requested a meeting with Empire to follow up defects after correspondence from them requesting maintenance reports on defects, however Empire have not agreed to such a meeting as yet.
- g. The Committee **approved** a quote from Dekor for the rectification of Unit 75 balcony. A work order will be issued to have this work completed as soon as practicable given water ingress concerns.
- h. The Committee **agreed** to defer further discussions regarding rectification of defective balconies to an AGM.
- i. The Committee **agreed** to have Empire complete the works outlined in the WSP Engineering report to rectify the Panorama basement issues without further review by another engineer given the costs of such a review even at a high level.
- j. The Committee **noted** that the water pooling on the stairs leading to the townhouses to Swallowtail Drive has again been followed up with Empire Global.
- k. The Committee **noted** that the window cleaning completed last month was not up to scratch, cleaners to return and complete windows missed. The Committee **agreed** to not use the same company for future cleans.
- l. The Committee **approved** a quote from Drips & Drains for Unit 30 leak.

- m. The Committee **approved** an Innov8 quote to repaint skirting in Northpoint building.
- n. The Committee **noted** that further quotes for the defective fire doors are necessary and will be discussed at the AGM.
- o. The Committee **approved** a quote to replace weakened door closers.
- p. The Committee **discussed** the quotes received for a handrail at the entrance near the front entry to Panorama and **agreed** to that this matter should be considered by the Owners Corporation at a General Meeting given that the installation would not ensure NCC/DDA compliance.
- q. The Committee **approved** a Maritex quote for replacement of the Emergency and Exit lights.
- r. The Committee **approved** a quote from Form 1 to replace a damaged Fire Door.

#### 4 Strata Managers Report

- a. The Committee **noted** the provided financial reports.
- b. The Committee **noted** the Budget is mostly on track.
- c. The Committee **agreed** to put \$250,000 in Term Deposit at Macquarie Bank.

#### 5 General Business

- a. The Committee **discussed** complaints about Unit 1 smoking inside the unit causing smoke drift into common areas. It was agreed that the Building Manager will suggest an air purifier.

## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Meeting held at Unit G7 / 65 Canberra Avenue, Griffith and via ZOOM at 6:00PM on the 13<sup>th</sup> of January 2022.**

**PRESENT EXECUTIVE COMMITTEE (EC):** A Ryan, A Craig, K Blundell, K Franklin, H Peachey

**OTHERS PRESENT:** Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady

**APOLOGIES:** C Gabriel, M Zezulka

### 1 Chairman's Welcome

- a. The Committee Chair Mr Alan Ryan welcomed members to the meeting.

### 2 Facilities Management

- a. The Committee **noted** the attached Building Managers Report.
- b. The Committee **agreed** to a quote from Rheem to replace a failed hot water unit in the Panorama building.
- c. The Committee **agreed** to follow up on quotes to rectify the water leakage issues in to the Northpoint car park.
- d. The Committee **agreed** to seek a quote for rectifying the water pooling issues on the stairs, however **noted** that this issue should continue to be referred to Empire Global as a defect matter given the issue was caused whilst they were rectifying a stair-height issue in the same location.
- e. The Committee **noted** receipt of joint legal advice from Richard Cheney and Ashley Cameron of Greenway Chambers relating to pursuit of defects via court action against Empire Global. The Committee **agreed** that this legal advice should be considered by the Owners Corporation at a General Meeting and a decision made by the Owners Corporation as to whether the matter should proceed and how it should be funded. Heather Peachey agreed to draft a summary of the matter for owners for inclusion in the special general meeting papers.
- f. The Committee **agreed** that matters relating to balcony refurbishment where identified as defective should be considered further by the Owners Corporation as to whether all owners should contribute to these repairs or only those with balconies attached to their unit.
- g. The Committee **agreed** to seek a quote for the installation of a handrail on the steps outside the Panorama building following a request from Unit 1.
- h. The Committee **agreed** to have the window cleaners clean the balcony balustrade of Unit 6 in exchange for utilising their courtyard as a drop zone for their works.

### 3 Strata Management

- i. The Committee **noted** the provided financial reports.
- j. The Committee **noted** that Unit 121 is parking in the disabled parking space on a regular basis, despite the Rules dictating that this space is only for the use of disabled visitors. The Committee **agreed** to follow up with Unit 121.
- k. The Committee **agreed** to advise residents not to feed birds off balconies as this is causing ongoing detritus issues in balconies and courtyards below the units where the birds are being fed on balconies.

- l. The Committee **noted** that it has received further dog barking complaints in the Northpoint building, with two residents now having lodged complaints. The Committee **noted** that a bark diary has been requested from the second complainant so a Rule Infringement Notice can be duly considered.
- m. The Committee **noted** that the Owners Corporation continues to be a named first respondent in a legal case relating to a trip and fall that occurred outside the Panorama building, with CHU insurance responding to the legal action on behalf of Units Plan 4138 via their appointed lawyers. The Committee **noted** that Grady Strata has been named as the second respondent in this matter and therefore a conflict of interest exists meaning Grady Strata cannot continue as the communication channel between the Owners Corporations insurers and lawyers on this matter. Due to this conflict the Committee **agreed** to appoint Allan Ryan as the communication person for this matter.
- n. The Committee **agreed** to provide feedback to Grady Strata about planting locations that could be upgraded utilising the existing excess funds for plant upgrades.

## **Building Manager Update UP 4138** **Northpoint/Panorama January 2022**

### **Broad Overview.**

At the time of writing this update, we have seen an outbreak of the Covid -19 Omicron variant around most States of Australia. Unfortunately the Omicron variant is more contagious than previous variants and has quickly spread over the December/January period.

As a result of this spread the cleaner has revisited his cleaning methods to ensure hard surfaces are the main focus of their daily cleaning in order to further reduce the spread. Signage has been posted to remind residents to wear masks in Common Areas as mandated by the ACT Government, however compliance throughout the community is spotty at the current time.

### **Security**

- There were no reports of any break ins or robberies over the December/January period, however there was some outdoor furniture stolen from a townhouse yard in November whilst they were away.
- There was a reported theft over the weekend of 8/9 January, with the thieves seemingly fairly advanced having stolen a CCTV NVR to obscure their activities.
- The Panorama front door and rear garage access door both presented with issues over December. The rear access door latch was failing and was repaired by Class Locksmiths and the front access door closer was failing due to age. The front access door closer has now been replaced and is operating effectively.
- A complaint has been received about a green ute parked outside the Northpoint building causing noise disturbance when driving up Philip Hodgins Street. These complaints were from a nearby building and are understood to have been reported to ACT Policing.
- A resident from Unit 121 has begun parking in the disabled parking bay outside Northpoint. This vehicle has a disabled parking sticker, however they are regularly utilising this car space in lieu of their own car space for their property. Recommend Committee discuss.
- A resident of a unit on the -1 level of Northpoint reported that on 5 January 2022 someone tried to open their unit front door for a short time, then left through the fire door. They returned some 5 minutes later and tried to open the door, this time hitting it with their shoulder. BM attended within 10 minutes of the report and discussed with the resident, however there was no evidence of tampering with doors around the complex.
- Resident will provide an application for the installation of a 'Ring' video doorbell in the near future after discussing with their fellow residents on their floor.

**Cleaning.**

- Scheduled regular carpet cleaning and tile cleaning occurred on 13 – 16 December 2021 with good result.
- Report received that a dog had defecated on Level 1 of the Panorama building during the week beginning 10 January 2022. The owner of the dog appears to have tried to clean this up, however with poor outcomes. M&M Rolfe attended to clean up the remaining stain.
- Unit 115 at Northpoint has worn entrance carpet despite cleaning having some impact.
- Additional Trash-Paks were installed over the Christmas period to facilitate disposal of increased Christmas period waste with good result.
- Basement sweeping occurred in late December with Canberra Sweeping. One complaint was received by the resident of 150 regarding the standard of the clean, which was very poor in their car space. This issue was rectified by Canberra Sweeping the next day.
- As previously noted, the cleaner are still sanitising all hard surfaces.
- BM meets monthly with M&M Rolfe for to conduct quality assurance report. One issue was raised regarding stains in the Panorama Lift. This has now been cleaned and has been maintained well since.

**Routine Maintenance Schedule**

- Monthly testing of Fire Panel completed. No Faults.
- Testing of Fire Hydrant Booster completed. No irregularities
- Car Park CO2 Sensors have been checked in December 2021. Awaiting report.
- Back Flow Prevention Devices to checked in July 2022.
- Tile cleaning completed December 2021.
- Carpet cleaning completed December 2021.
- Car park cleaning completed December 2021.
- Window cleaning to occur 21-25 February 2022. Works will commence each day at 8am until 5pm. Notices to be provided to residents in advance.
- The fire door leading to the Northpoint Barbecue area has been damaged and needed replacing. Gained two quotes. Cheapest was O'Neil and Brown \$1,750 plus GST. Whilst this quote has been approved, O'Neil and Brown cannot undertake the work as the frame has been cut and bog filled at some point in its life, so it cannot be certified until that issue is fixed. Construct Services quoting.
- No reported issues with ongoing water ingress to Northpoint basement lift shaft, so previous repairs appear to be holding.

**Gardening**

- General gardening continuing to schedule with Corporate Gardens.
- Watering resumed by BM using jerry-rigged irrigation system throughout gardens. Ongoing rain has meant this has been sporadic, however continues to occur during periods without rain.

- The weeds around the complex, particularly in the grassed areas, are a little out of control. Corporate Gardens to focus on rectifying during their service on 13/1/22.
- The grassed areas around the complex are not particularly grassy, with most of the area full of weeds. Whilst expensive, it may be worth considering seeking quotes to aerate, top-soil and seed the area during Autumn. A weed kill service may need to occur before this can occur.

### General

- Maritex to complete Emergency & Exit Light Defect repairs as approved at prior meeting in January 2022. They will perform a 90-minute test before replacing.
- Stainless steel covers to protect the outside of the Panorama bin room will occur in January 2022.
- The 'up' button on the ground floor of Panorama was sticky, likely due to a sticky substance getting stuck behind it. Schindler to rectify on their next visit to the area at no additional cost.
- Unit 11 vehicle is leaking oil, which has dirtied the car park after the recent clean. Strata Manager has advised the agent to have the tenant rectify and clean.
- Unit 89 has reported a leak in to their cupboard on 11/1/22 following rain. BM to investigate cause in first instance.
- Unit 55 has reported that their courtyard drainage backflows during periods of rain, such that their courtyard is flooded. Laser Plumbing engaged to rectify on 14/1/22.
- Unit 41/41 leaked during particularly heavy storm. A roofer attended shortly after the leak arose and believes he has rectified the cause on their roof. Internal repairs to be handled via insurance.
- Unit 50 reported water ingress under their door during recent heavy rain which damaged their floorboards. It appears the driving rain got under their door. An insurance claim has been lodged.
- Unit 107 has complained of issues with water inundating their courtyard and pet food also falling down to their courtyard. Residents above reminded not to place anything over their balcony railing.
- The garbage room closest to T/House 41 has been hit by a vehicle. Lanyon Metal Roofing engaged to repair.
- Complaints received about a symbol placed on the door of Unit 132. Symbol found to be of religious origins, however residents have been asked not to draw on their door.
- All strip drains around the complex were cleared by the Building Manager, except those that couldn't be removed without specialist equipment along the driveway. Drips & Drains attended to clean these out.
- Unit 1 has requested the installation of a ramp at the front entry to Panorama. Ramp quotes being sought from 2 companies but not yet received (inspection 1.5 weeks ago).
- Rheem Hot Water recently serviced all hot water banks. One heater was found to have a split heat exchanger and quotes were received from Drips & Drains and Rheem. Rheem replaced the unit urgently after a second unit split

and had to be isolated, however they were also the lowest cost. Rheem looked at second unit whilst replacing and are quoting for replacement.

- A birds nest was found on the roof of Northpoint. No eggs found in nest so this was removed.
- Contractors have attended site to quote gutter guard, however no quotes forthcoming. Seeking other quotes. Committee to consider prior to next Winter, as installation will need to occur before very early Spring.
- Unit 30 having issues with the downpipe leaking to their balcony Drips & Drains engaged to remedy.
- The stairs in the middle of the complex leading to Swallowtail Drive that were 'fixed' by Empire display issues with water ponding. This water ponding is a serious liability risk during the colder months due to freezing concerns. Request EC approval to seek quotes for rectification, as the risk is too high to leave them in their current state.

### **Update on Defects.**

- Inspections were undertaken with Access Canberra inspectors on Thursday 24 June 2021. Defects on the Wise Choice report are seemingly not being actioned by Empire. Defects with water ingress in Units 72, 73, 75, 90, 105, 153, 170 and 178 are being pursued by Access Canberra, however there has been little reported progress by residents and/or Empire. Concerns are held over the mould in Unit 178 and we suggest the Owners Corporation remedy this mould ASAP if not remedied by Empire.
- The OC has received long-term rectification plans to remove props and permanently secure the structure of Panorama. Engineer to review on OC behalf, however not yet received quote for consideration from Advanced Structural Designs.
- Ongoing issues with water ingress to the Northpoint car park. Request EC advice on whether they would like quotes to remedy this issue, as Access Canberra have advised they cannot take action for this type of problem.



**Annual General Meeting  
'PANORAMA APARTMENTS'  
41 PHILIP HODGINS STREET, WRIGHT**

Held at The Hellenic Club, Woden on the 3<sup>rd</sup> of August 2021 at 6.00pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Present:** Representatives for Lots: 6, 147, 148, 33, 18, 19, 21, 41, 42, 45, 47, 50, 53, 55, 94, 170, 171, 102, 131, 127, 180

**Proxies:** Representatives for Lots: 107, 19.

**Absentee Voting Forms for Lots:** 7, 15, 24, 114, 125, 98, 103, 106, 109, 120, 121, 122, 132, 137, 138, 139, 141, 155, 156, 157, 158, 162, 163, 172, 173, 175

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Mr Allan Ryan, Chair of the Executive Committee, assumed the role of Chair of the Annual General Meeting.

The managing agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members to the meeting and provided a brief outline of works undertaken by the Executive Committee during the year.

The meeting agreed to consider Items 12 and 13 of the Annual General Meeting Agenda as the first items of business and welcomed Mr Christopher Kerin of Kerin Benson Lawyers to the meeting via Zoom.

## **LEGAL ACTION**

### **ITEM 12 – LEGAL AUTHORITY**

The managing agent, Mr Michael Grady, introduced Mr Christopher Kerin, a professional in construction law and asked Mr Kerin to provide an overview of his professional experience in the building defect space.

Mr Kerin advised the meeting that his specialty relates to representing Owners Corporations in construction disputes, with a background in construction litigation. He provided that he has advised over 100 Owners Corporations at this point in time, most of which are facing similar issues as those faced at Panorama Apartments, with around 20-30 that have been litigated.

Mr Kerin provided advice on the general outcomes of litigation against builders, particularly that most cases result in a negotiated outcome rather than proceeding to a full hearing. He advised that this is generally the best course of action for both parties, as a full hearing can take up to 6 years to resolve when considering the sourcing of professional reports, hearing the matter, then timeframes for repair if the Owners Corporation are successful in their legal pursuits.

The meeting questioned which sections of legislation would the Owners Corporation sue the builder under? Mr Kerin advised that legal action would generally rely on statutory warranties provided under the Building Act, or warranties provided by the developer under the contract of sale with the purchaser of the apartment. Mr Kerin advised that the case may need to be tried, at least in part, as both a structural warranty claim under the Building Act, and with the Owners Corporation funding legal representation of owners for their portion of any costs involved with rectification of alleged building defects with an agreement that the Owners Corporation would receive any court awards that may be payable. Mr Kerin further provided that there may exist a possibility to sue the builder in negligence, which would be considered in any advice provided to the Owners Corporation.

Members questioned what the general life expectancy of a building is under the National Construction Code. Mr Kerin advised that he isn't aware of a fixed number of years for building life expectancy under the National Construction Code, however an expert on the code may have a better understanding.

Mr Kerin advised that action taken against the builder in relation to warranties provided in the contract of sale would involve a lead plaintiff to represent any 'class' of owner that may have purchased from the developer and a lead plaintiff may be required for both the Northpoint and Panorama buildings separately.

Mr Kerin advised that the process to take legal action would need to begin as soon as possible, as the Owners Corporation may be running out of time to take action under law, which is generally 6 years or so after the Certificate of Occupancy has been issued for the building, or potentially when the application for Certificate of Occupancy is submitted. Mr Kerin advised that the defects will need to be rectified one way or another, however contribution from the builder would be ideal to avoid the need for large special levies from Owners to pay for rectification.

The meeting questioned whether the Owners Corporation could take legal action against the builder for defects in individual properties? Mr Kerin advised that the Owners Corporation cannot stand in the shoes of individual property owners in relation to their internal defects, however, may be able to assist in legal action if a defect in a particular unit is present across multiple units in the same way.

Mr Kerin was thanked for his advice and departed the meeting.

The managing agent was asked to provide advice on experiences in other buildings, to which he advised that there are several other building that are undertaking legal action under management of Grady Strata, however the success of those cases varies between builders, with some builders engaging in the legal process and admitting no fault, whereas other builders have engaged in rectification following lodgement of legal action. The managing agent advised that Empire's attitude to legal action isn't currently known, however they have attended to several defects raised in relation to the property previously.

The meeting noted that Access Canberra have been engaged to pursue potential Rectification Orders under the Construction Occupation (Licencing) Act, however that process was moving quite slowly and may not be able to cover all of the issues in question at Panorama/Northpoint. The meeting requested that the Executive Committee write to the Minister overseeing this department to request action.

**Note:** The meeting noted that the Managing Agent had received votes regarding Motions 10, 11, 12 and 13 for units owned by Empire Building Group (ACT) No. 2, however these votes have not been counted in accordance with Section 3.21A of the Unit Titles (Management) Act 2011.

**Motion 10:** *“That The Owners – Units Plan No. 4138 RESOLVES, for the avoidance of any doubt and to ensure that any issue said to arise under or in connection with section 2.5 of Schedule 2 of the Unit Titles Management Act 2011 (ACT) is appropriately addressed, that the owners corporation authorise, approve and ratify the seeking of advice and services from Kerin Benson Lawyers as well as the taking of legal action against the builder (and such other parties as may be necessary) (Legal Action) in relation to building defects at 41 Philip Hodgins Street, Wright, ACT.”*

**Motion Carried**

**Motion 11:** *“That The Owners – Units Plan No. 4138 RESOLVES to engage Kerin Benson Lawyers to act for it in relation to the building defects claim against the builder (and such other parties as may be necessary) in accordance with their cost agreement provided on 29 June 2021.”*

**Motion Carried**

**Motion 12:** *“That the Owners – Units Plan No 4138 provide full authority to the executive committee to resolve, and take any steps in connection with, the Legal Action on behalf of the owners corporation. Such authorised steps include the entry into and execution of any document to settle the Legal Action and the resolution of any disputes regarding building defects at 41 Philip Hodgins Street, Wright, ACT (Defect Disputes).”*

**Motion Carried**

#### ITEM 13 – LEGAL ACTION FUNDING

**Motion 13:** *“That the Owners Corporation agree to levy a General Fund Special Levy of \$40,000 (ex. GST) in accordance with Section 78 of the Unit Titles (Management) Act 2011 for the purpose of funding any legal action taken in accordance with approvals provided under Motions 10, 11 and 12 of the August 2021 Annual General Meeting, including costs for any necessary professional reports. This amount is to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments on 1 September 2021, 1 December 2021, 1 March 2022 and 1 June 2022.”*

**Note:** Estimated legal costs from Kerin Benson for the proposed action is \$195,000 (ex. GST), excluding expert fees. The proposed levy will only partially fund the legal action, with further funding approval to be considered at any future General Meetings as the action progresses.

**Motion Carried**

## MINUTES

### ITEM 1

**Motion 1:** *“That the Owners Corporation adopt the 2020 Annual General Meeting Minutes as provided.”*

**Motion Carried**

### ITEM 2

**Motion 2:** *“That the Owners Corporation adopt the 2021 General Meeting Minutes as provided.”*

**Motion Carried**

## FINANCIAL STATEMENTS AND REPORTS

### ITEM 3

**Motion 3:** *“That the Owners Corporation adopt the financial statements for the financial year ended 30 June 2021.”*

The meeting noted that there was a minor deficit in the Administrative Fund at the end of the year, which was mostly the result of an overspend in consultant costs during the year in order to update the defects list.

**Motion Carried**

### ITEM 4 – AUDIT REQUIREMENTS FROM 2022

The meeting noted that financial statements for the Owners Corporation will need to be audited prior to future Annual General Meetings due to changes in legislation commencing 1 November 2020.

## 2021-22 BUDGET

### ITEM 5

**Motion 4:** *“That the Owners Corporation adopts an administrative budget of \$286,251.77 (GST exclusive) and that a contribution be determined to the Administrative Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 September 2021, 1 December 2021, 1 March 2022 and 1 June 2022.”*

**Motion Carried**

**Motion 5:** *“That the Owners Corporation adopts a Sinking Fund expenditure budget of \$120,437 (GST exclusive) and that a contribution of \$164,198 (GST exclusive) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 September 2021, 1 December 2021, 1 March 2022 and 1 June 2022.”*

**Motion Carried**

### ITEM 6

To receive, consider and adopt the proposed **Panorama (Units 1-40)** administrative budget of \$32,839.86 (GST exclusive) for the 2021/22 financial year as supplied.

**Motion 6:** *“That the Owners Corporation adopts a **Panorama (Units 1-40)** administrative budget of \$32,839.86 (GST exclusive) for the 2021/2022 financial year and strike levies against all **Panorama (Units 1-40)** units on a unit entitlement basis to fall due on 1 September 2021, 1 December 2021, 1 March 2022 and 1 June 2022.”*

**Motion Carried By Special Resolution**

#### ITEM 7

To receive, consider and adopt the proposed **Northpoint (Units 86-180)** administrative budget of \$52,042.14 (GST exclusive) for the 2021/22 financial year as supplied.

**Motion 7:** *“That the Owners Corporation adopts a **Northpoint (Units 86-180)** administrative budget of \$52,042.14 (GST exclusive) for the 2021/2022 financial year and strike levies against all **Northpoint (Units 85-180)** units on a unit entitlement basis to fall due on 1 September 2021, 1 December 2021, 1 March 2022 and 1 June 2022.”*

**Motion Carried by Special Resolution**

## INSURANCE

#### ITEM 8 – POLICY NOTATION AND RENEWAL

**Motion 8:** *“That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4138 in accordance with the attached Certificate of Currency provided by CHU Insurance and agreed for the policy to be adjusted on renewal in consultation with the Executive Committee”*

**Motion Carried**

#### ITEM 9 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there are no current outstanding insurance claims against the building insurance policy.

## ELECTION OF EXECUTIVE COMMITTEE

#### ITEM 10

**Motion 9:** *“That the Owners Corporation agree to appoint Kara Franklin, Mark Zezulka, Alan Ryan, Kristine Blundell, Alexandra Craig, Heather Peachey and Christopher Gabriel to stand as Executive Committee members until the next Annual General Meeting”*

#### ITEM 11

The meeting noted that the only delegations currently in-force are the delegations noted in the contract between Grady Strata and the Owners of Units Plan 4138 and that a copy of the Management Agreement is available on the Owners Portal.

## BUILDING MAINTENANCE

#### ITEM 14 – STRUCTURAL DEFECTS

The meeting noted that there is an ongoing defect report from Wise Choice applicable to the building, which is subject to the legal action discussed earlier during the meeting.

Furthermore, there is a structural issue in the Panorama building identified by Mal Wilson that Empire and Sellick Consultants are currently working on repairing.

#### ITEM 15 – MAINTENANCE PLAN

The meeting noted that a maintenance plan will be required to be considered by the Owners Corporation at the 2022 Annual General Meeting and that such a plan will be drafted with appropriately qualified consultants during the year. This plan will be tied in with the Sinking Fund Plan to ensure funds are available to execute the plan.

**ITEM 16 – FIRE SAFETY REVIEW**

The meeting noted that the building is currently being maintained for fire safety by Form1 Fire to the applicable Australian Standards.

**ITEM 17 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)**

The meeting noted that there are no unreported or outstanding maintenance items, outside those notified in the Wise Choice defect list and subsequent Peak Consulting reports.

**GENERAL BUSINESS**

**ITEM 18 – UNIT 41 PATIO**

**Motion 14:** *“That the Owners Corporation agree to approve the installation of a patio covering to the rear of Unit 41. To the extent necessary the Owners of Unit 41/41 Philip Hodgins Street are granted a special privilege for an indefinite period to facilitate the installation of the structure, with all maintenance related to the patio covering to be undertaken by the Owner of Unit 41.”*

The proposer of the motion, being to owner of Unit 41, advised that the patio covering will only cover a small section of their rear courtyard and will be designed to accord with the original building design, similar to that agreed to for the Unit 49 courtyard.

***Motion Carried By Special Resolution***

**ITEM 19 – UNIT 53 ROLLER SHUTTER**

**Motion 15:** *“That the Owners Corporation agree to approve the installation of a roller shutter on the external of a window on the second story of 53/41 Philip Hodgins Street. To the extent necessary the Owners of Unit 53/41 Philip Hodgins Street are granted a special privilege for an indefinite period to facilitate the installation of the roller shutter, with all maintenance related to the roller shutter to be undertaken by the Owner of Unit 53. The roller shutter must be cleaned on a regular basis, kept in a good state of repair and colored to match the existing facade.”*

The proposer of the motion, being the owner of Unit 53, advised that the proposal would involve the installation of an electronic shutter on the outside of the window in order to provide protection from the hot sun that this room experiences due to its location. The proposer agreed that the shutter should be colored to match the existing façade.

***Motion Carried By Special Resolution***

*Meeting Closed at 8:15PM*

# 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 4138**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 22/6/21

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

**Regularly convened**

The general meeting was regularly  
convened (not following any  
adjournment under UTMA s 3.9(3)  
or (6)(a), part 3.1, schedule 3).

**Convened after  
adjournment**

The general meeting was convened  
following an adjournment or  
adjournments (under UTMA  
s 3.9(3) or (6)(a), part 3.1,  
schedule 3).

**A3 Reduced quorum decisions**

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

Date of decision	Full text of reduced quorum decision

**A4 Owners corporation declaration**

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



..... 29/6/21

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

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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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### *B1 What is a reduced quorum decision?*

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

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

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

#### *Reduced quorum decisions—adjournment following quorum trouble*

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

**B2** *When does a reduced quorum decision take effect?*

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

**B3** *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

**B4** *How may reduced quorum decisions be confirmed?*

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

**B5** *How may reduced quorum decisions be revoked?*

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



**GENERAL MEETING  
'PANORAMA APARTMENTS'  
41 PHILIP HODGINS STREET, WRIGHT**

Held at The Hellenic Club, Phillip, ACT on the 22<sup>nd</sup> June 2021 at 6:00pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Present:** Representatives for Lots: 6, 19, 41, 47, 50, 53, 55, 72, 80, 111, 150, 170

**Proxies:** 136

**Absentee Voting Forms for Lots:** 94, 7, 135, 102, 24, 63, 15, 73

---

Mr Allan Ryan, Chair of the Executive Committee, assumed the role of Chair of the General Meeting.

The Managing Agent, Mr Michael Grady of Grady Strata & Facilities, welcomed members to the meeting and provided a brief outline of items currently affecting the complex.

Members were advised that the predominant purpose for the meeting was to renew current special privileges that are to be reviewed prior to 30 June 2021 due to changes in the Unit Titles Management Act 2011, the adoption of a 'pet friendly' rule and to gauge the meetings thoughts on the current defect process with Empire Global. The Committee and Managing Agent wished to gain insight into the owners thoughts on a way forward in getting the defects raised in the Wise Choice report addressed by the builder.

**ITEM 1 – GRANTING OF SPECIAL PRIVILEGE – SOLAR PANELS ON TOWNHOUSE ROOFS**

**Motion 1:** *“That the Owners Corporation agree, in accordance with Section 112A of the Unit Titles (Management) Act 2011, to grant the owners of UP4138 Lots 74, 63, 45, 57, 78, 44, 71, 48, 83, 55, 47, 44, 67, 52, 72, 41, 77, 76 (the grantee/s), a special privilege rule to install solar panels on the common property roof space directly above their townhouse. Per Section 112A (2a), this request is granted with the grantees’ written consent. Per Section 112A (2b), maintenance requirements for the solar panels are the sole responsibility of the grantees. Per section 112A (3a), while solar panels do not require regular maintenance, the grantee/s will ensure the panels are subject to annual visual inspection to identify loose or damaged panels. Per Section 112A (3b) the Owners Corporation is relieved of its obligations under Section 24 (Maintenance obligations) to the extent the rule places this obligation on the grantee. Any damage to common property caused by the installation or ongoing use will be responsibility of the owner. In the event roof access (for maintenance purposes or otherwise) is obstructed by the installation, the grantee/s will be responsible for the temporary removal of panels and/or frames. Per Section 4, the defined timeframe for this rule is 20 years (based on a system's practical lifespan with technological advancements).”*

**Motion Carried by Special Resolution**

**ITEM 2 – GRANTING OF SPECIAL PRIVILEGE – EXTRA SPACE FOR TOWNHOUSE 41**

**Motion 2:** *“That the Owners Corporation agree, in accordance with Section 112A of the Unit Titles (Management) Act 2011, to grant the owners of UP4138 Lot 41 (the grantee/s), a special privilege rule to extend their fence line to enclose the area of common property garden adjacent to the north western wall of unit 41. Per Section 112A (2a), this request is granted with the grantees’ written consent. Per Section 112A (2b), maintenance requirements for this area, including repairs/maintenance/upgrades of the fence and maintenance and upkeep of the Common Property enclosed by this installation, is the sole responsibility of the grantees. Per Section 112A (3b) the Owners Corporation is relieved of its obligations under Section 24 (Maintenance obligations) to the extent the rule places this obligation on the grantee. Any damage to common property caused by the installation or ongoing use will be responsibility of the owner. In the event access (for maintenance purposes or otherwise) is obstructed by the installation, the grantee/s will be for providing reasonable access to the space. Per Section 4, the defined timeframe for this rule is in perpetuity”*

**Motion Carried by Special Resolution**

**ITEM 3 – GRANTING OF SPECIAL PRIVILEGE – EXTRA SPACE FOR TOWNHOUSE 47**

**Motion 3:** *“That the Owners Corporation agree, in accordance with Section 112A of the Unit Titles (Management) Act 2011, to grant the owners of UP4138 Lot 47 (the grantee/s), a special privilege rule to extend their fence line to enclose the area of common property located between the southern wall of unit 47 and the common property boundary line adjacent to this. Per Section 112A (2a), this request is granted with the grantees’ written consent. Per Section 112A (2b), maintenance requirements for this area, including repairs/maintenance/upgrades of the fence and maintenance and upkeep of the Common Property enclosed by this installation, is the sole responsibility of the grantees. Per Section 112A (3b) the Owners Corporation is relieved of its obligations under Section 24 (Maintenance obligations) to the extent the rule places this obligation on the grantee. Any damage to common property caused by the installation or ongoing use will be responsibility of the owner. In the event access (for maintenance purposes or otherwise) is obstructed by the installation, the grantee/s will be for providing reasonable access to the space. Per Section 4, the defined timeframe for this rule is in perpetuity.”*

**Motion Carried by Special Resolution**

**ITEM 4 – GRANTING OF SPECIAL PRIVILEGE – EXTRA SPACE FOR TOWNHOUSE 55**

**Motion 4:** *“That the Owners Corporation agree, in accordance with Section 112A of the Unit Titles (Management) Act 2011, to grant the owners of UP4138 Lot 55 (the grantee/s), a special privilege rule to extend their fence line to enclose the area of property located between the southern wall of unit 55 and the common property boundary line adjacent to this. Per Section 112A (2a), this request is granted with the grantees’ written consent. Per Section 112A (2b), maintenance requirements for this area, including repairs/maintenance/upgrades of the fence and maintenance and upkeep of the Common Property enclosed by this installation, is the sole responsibility of the grantees. Per Section 112A (3b) the Owners Corporation is relieved of its obligations under Section 24 (Maintenance obligations) to the extent the rule places this obligation on the grantee. Any damage to common property caused by the installation or ongoing use will be responsibility of the owner. In the event access (for maintenance purposes or otherwise) is obstructed by the installation, the grantee/s will be for providing reasonable access to the space. Per Section 4, the defined timeframe for this rule is in perpetuity.”*

**Motion Carried**

#### ITEM 5 – PET FRIENDLY RULE

**Motion 5:** *“That the Owners Corporation replace existing Rule relating to ‘Animals/Pets’ as follows:*

*Animals/Pets*

*(a) Residents are entitled to keep up to two (2) standard domestic such as non-dangerous dogs and cats in their unit without the prior consent of the Owners Corporations.*

*(b) Residents must notify the Managing Agent of the presence of the pet once it is brought in to the complex. This notification must detail the type of pet, its species and any relevant ACT Government registration numbers. Relevant forms are available from the Managing Agent.*

*(c) Residents must ensure any pets in their apartments are microchipped and registered in accordance with ACT Government requirements.*

*(d) Pets must always be physically restrained and kept under control whilst on the Common Property.*

*(e) Residents must clean up after their pets if it makes a mess on Common Property. If pets soil the Common Property it may be cleaned up by the Owners Corporation, with costs to be recovered from the pet owner’s unit owner as a debt.*

*(f) Residents must ensure pets are restrained to their unit when unsupervised to ensure the pet cannot escape.”*

**Motion Carried by Special Resolution**

#### ITEM 6 – LEGAL ACTION IN REPOSE TO LATENT DEFECTS

The meeting discussed potential legal action in response to unresolved defects raised in the Wise Choice report for Units Plan 4138. The Managing Agent outlined the steps that are being taken with Access Canberra for potential rectification orders and it was discussed what would and would not be part of that process. Interest was gauged about taking legal action in addition to the Access Canberra process and it was decided that further information would be sought and provided in the form of legal advice at the next AGM prior to a formal decision being made. The meeting discussed the purpose of the Sinking Fund and it was raised that any items that did not fall under the Access Canberra or Legal Action banners could be budgeted into that fund if the owners wished, which would involve the reconstruction of the plan to bring forward items which were failing earlier than anticipated in the original plan.

#### ITEM 7 – INSURANCE CLAIMS

The meeting noted that there are no outstanding insurance claim at the property currently.

#### ITEM 8 – MAINTENANCE ITEMS

The meeting noted that a Maintenance Plan will be drafted in accordance with the Unit Titles (Management) Act 2011 before the 2022 AGM. The meeting did not report any further maintenance issues.

#### ITEM 9 – ELECTRONIC MEETING ATTENDANCE

**Motion 6:** *“That the Owners Corporation approve, in accordance with Schedule 3 Part 3.1 (2) of the Unit Titles (Management) Act 2011, that members may attend any and all future General Meetings via electronic methods allowable under the Unit Titles (Management) Act 2011.”*

**Motion Carried**

ITEM 10 – GENERAL BUSINESS

The meeting discussed the possibility of gaining more information on electric vehicle parking for the complex prior to the next AGM. The Managing Agent indicated that this would be a viable option for the complex due to the abundance of visitor parking and Grady Strata would bring forward further information at the next meeting.

*Meeting Closed at 7:15PM*

# Insurance Valuation Report

For

*"Panorama"*

41 Philip Hodgins Street, Wright

Scheme Number: UP4138



**COMPILED BY: QIA GROUP PTY LTD**

**Job Reference Number: 108094**

**19 January 2016**

**Professional Indemnity Insurance Policy Number 96 0968886 PLP**

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Tuggeranong DC ACT 2901

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## SECTION 1 – INSURANCE VALUATION SUMMARY

<b>1.1 Purpose of Report</b>	
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 <b>41 Philip Hodgins Street, Wright.</b>	
<b>1.2 Property Address</b>	
The property is situated at <b>41 Philip Hodgins Street, Wright.</b>	
<b>1.3 Description of Building</b>	
The property has been constructed in three stages and comprises forty residential apartments in a four storey building, ninety five in a separate six storey building all with allocated car spaces in secure basement level garages plus forty five two and three storey townhouses in five additional blocks and each with a single or double garage at ground level. Access to the upper floors of the apartment buildings is by internal stairs & lobbies and single passenger lifts. Common property includes bin enclosures, driveway pavings, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration of the scheme is 2015.	
<b>1.4 Client</b>	
The Owners Corporation "Panorama" .	
<b>1.5 Replacement Value</b>	
<b>Recommended Insured Value:</b>	<b>\$53,000,000 (Inc GST)</b>
<b>1.6 Inspector Details</b>	
<b>Inspector Number</b>	<b>101</b>
 <hr style="width: 40%; margin: auto;"/>	
<b>Signed for and on behalf of QIA Group Pty Ltd</b>	

## 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**

Past years of inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures.

### **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.

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

The calculated value of the building comprises of several elements:

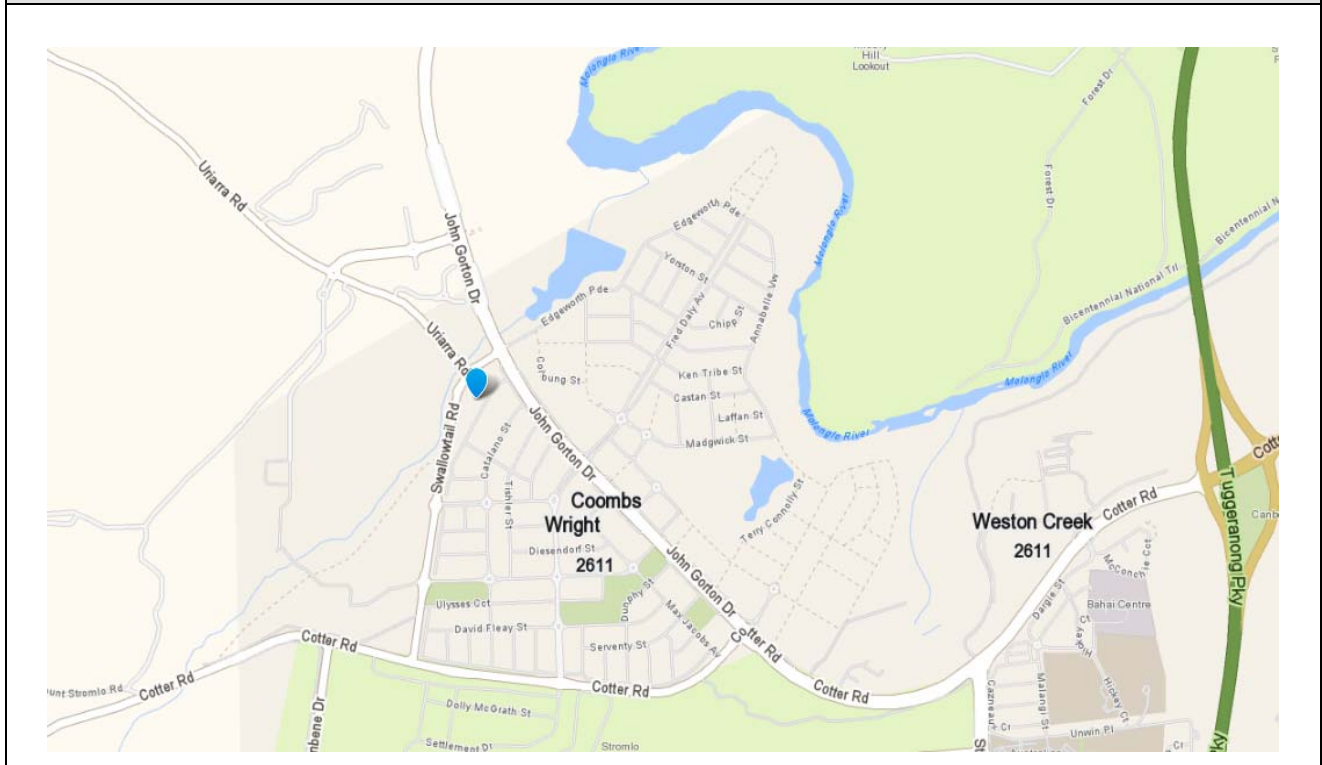
- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

#### **NB**

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

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b>	<b>\$40,000,000</b>
Allowance for Cost Escalation:	
Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 5% over the period	\$3,500,000
<b>Progressive Subtotal:</b>	<b>\$43,500,000</b>
Professional Fees:	\$4,750,000
<b>Progressive Subtotal:</b>	<b>\$48,250,000</b>
Removal of Debris:	\$2,000,000
<b>Progressive Subtotal:</b>	<b>\$50,250,000</b>
Cost Escalation:	\$2,750,000
<b>Progressive Subtotal:</b>	<b>\$53,000,000</b>
<b>Recommended Insured Value:</b>	<b>\$53,000,000 (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: Combination of reinforced concrete and timber/steel framed upper floors.

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

EXTERNAL WALL CONSTRUCTION: Combination of masonry and timber/steel framing.  
EXTERNAL WALL FINISHES: Combination of rendered & painted, face brick and painted weatherboard linings.

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

ROOF CONSTRUCTION: Timber/steel framed low pitched.  
ROOFING: profiled steel sheet linings.

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

DRIVEWAY CONSTRUCTION: Concrete.

### 3.5 *AREAS NOT INSPECTED - TYPICAL*

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

### 3.6 *SCOPE*

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

### **3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

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

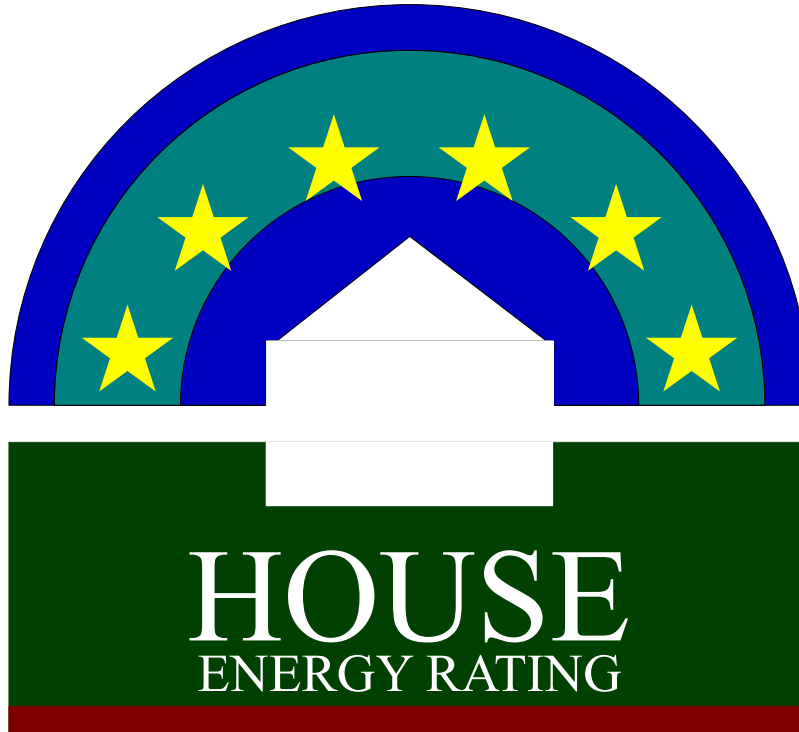
## SECTION 4 – SITE PHOTOGRAPHS



# Energy Efficiency Report



# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆☆ **6 STARS**  
**in Climate: 24** **SCORE: 29 POINTS**

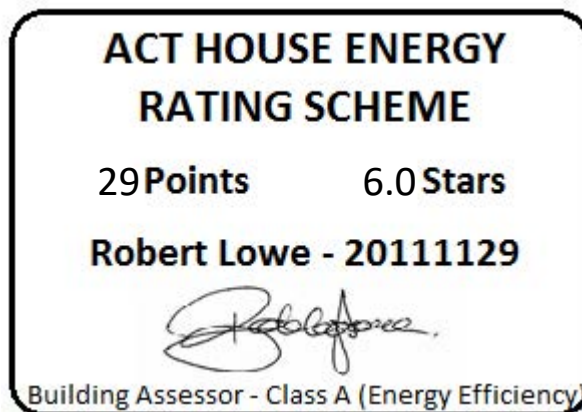
**Name:** Walsh

**Ref No:** 68478

**House Title:** Unit 51 Block 1 Section 47 WRIGHT

**Date:** 26-02-2026

**Address:** 51/41 Philip Hodgins St, Wright ACT 2611



## IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

	POOR			AVERAGE				GOOD			V. GOOD	
Star Rating	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
<b>Current</b>	29	<input type="text"/>										
<b>Potential</b>	29	<input type="text"/>										

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**

## 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>	<b>29</b>	<b>★★★★★★</b>
-----------------------	-----------	---------------

Largest windows in the dwelling;

**Direction : North East**

**Area : 13 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.**

<b>ORIENTATION</b>	<b>POINT SCORE</b>	<b>STAR RATING</b>
1. North East	29	★★★★★★
2. East	24	★★★★★★
3. South East	22	★★★★★★
4. South	25	★★★★★★
5. South West	28	★★★★★★
6. West	25	★★★★★★
7. North West	26	★★★★★★
8. North	30	★★★★★★

<b>FirstRate Mode</b>
<b>Climate: 24</b>

**RATING SUMMARY for: Unit 51 Block 1 Section 47 WRIGHT, 51/41 Philip Hodgins St, Wright ACT 2611,**

**Assessor's Name:**

**Net Conditioned Floor Area: 142.8 m<sup>2</sup>**

				Points		
Feature				Winter	Summer	Total
<b>CEILING</b>				<b>10</b>	<b>0</b>	<b>10</b>
Surface Area:	4	Insulation:	6			
<b>WALL</b>				<b>12</b>	<b>-2</b>	<b>10</b>
Surface Area:	4	Insulation:	6	Mass:	0	
<b>FLOOR</b>				<b>9</b>	<b>1</b>	<b>9</b>
Surface Area:	2	Insulation:	-3	Mass:	11	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>7</b>	<b>0</b>	<b>6</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	47 %			
Exhaust Fans	17 %	Doors	17 %			
Down Lights	0 %	Gaps (around frames)	18 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>0</b>	<b>0</b>
Cross Ventilation	0					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>				<b>-2</b>	<b>-11</b>	<b>-13</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>NE</b>	13	9%	-17	23	-7	-1
<b>SE</b>	4	3%	-5	2	-1	-4
<b>SW</b>	8	5%	-10	5	-3	-8
<b>Total</b>	24	17%	-32	30	-11	-13

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

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

				Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★			<b>35</b>	<b>-12</b>	<b>29*</b>

\* includes 7 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Walsh  
HouseTitle Unit 51 Block 1 Section 47 WRIGHT  
StreetAddress 51/41 Philip Hodgins St, Wright ACT 2611  
FileCreated 26-02-2026  
Comments

## Climate Details

State Canberra  
Town 2600  
Postcode 24  
Zone

## Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	4.0m <sup>2</sup>
2	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	12.0m <sup>2</sup>
3	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	83.0m <sup>2</sup>
4	Timber	NA	Yes	No	No	Tiles	R0.0	2.0m <sup>2</sup>
5	Timber	NA	Yes	No	No	Carp	R0.0	46.5m <sup>2</sup>

## Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	18.9m	2.6m
2	Weatherboard	Yes	R0.0	25.9m	2.6m

## Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R4.0	99.0m <sup>2</sup>

## Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed &amp; Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	NE	2.1m	2.7m	No	SG	ALIMPR	HB	No	1.0m	1.0m	1.0m
2	SW	2.1m	1.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	SE	2.1m	1.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	NE	1.2m	2.5m	No	SG	ALIMPR	HB	No	0.5m	0.5m	0.6m
5	SW	1.2m	1.8m	No	SG	ALIMPR	HB	No	0.5m	0.5m	0.6m
6	SW	1.2m	0.7m	No	SG	ALIMPR	NC	No	0.5m	0.5m	0.6m
7	SW	0.6m	1.8m	Yes	SGT	ALIMPR	NC	No	0.5m	0.5m	0.6m
8	NE	1.2m	1.8m	No	SG	ALIMPR	NC	No	0.5m	0.5m	0.6m
9	NE	2.1m	0.9m	No	SGT	ALIMPR	NC	No	0.0m	0.0m	0.0m

## Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	NE	2.1m	2.7m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	0.3m
2	SW	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	1.5m	0.5m	2.5m	1.0m
3	SE	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	3.0m	0.3m	0.0m	0.0m

## Zoning Details

Is there Cross Flow Ventilation ?      Average

### Air Leakage Details

Location      Suburban  
Is there More than One Storey ?      Yes  
Is the Stairwell Separated by Doors ?      No  
Is the Entry open to the Living Area ?      Yes  
Is the Entry Door Weather Stripped ?      Yes  
Area of Heavyweight Mass      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	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters      0  
Percentage of Windows Sealed      98%  
Windows - Average Gap      Small  
External Doors - Average Gap      Small  
Gaps & Cracks Sealed      Yes

# Insurance Certificates & Tax Invoice





## Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

<b>INSURED:</b>	ACT Property Inspections Pty Ltd
<b>BUSINESS DESCRIPTION:</b>	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports
<b>POLICY REFERENCE:</b>	09A349653PLB
<b>PERIOD OF INSURANCE:</b>	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
<b>POLICY CLASS:</b>	Pest Controllers Combined Liability
<b>SUMS INSURED:</b>	<b>Section 1: General Public &amp; Products Liability</b> <b>\$20,000,000</b> Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and <b>\$20,000,000</b> Our total aggregate liability during any one period of insurance for all claims arising out of Your Product <b>Section 2: Professional Indemnity</b> <b>\$5,000,000</b> Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. <b>\$10,000,000</b> Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT  
PROPERTY  
INSPECTIONS**

# TAX INVOICE

Agata Walsh  
51/41 Philip Hodgins St  
WRIGHT ACT 2611  
AUSTRALIA

**Invoice Date**  
19 Feb 2026

**Invoice Number**  
INV-68478

**ABN**  
33 600 397 466

ACT Property Inspections  
(02) 6232 4540  
Unit 1, 33 Altree Ct  
PHILLIP ACT 2606  
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Energy Efficiency Report	1.00	348.26	10%	348.26
			Subtotal	390.17
			TOTAL GST 10%	34.83
			<b>TOTAL AUD</b>	<b>425.00</b>

**Due Date: 5 Mar 2026**

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

# 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  
have loose fill asbestos insulation in the  
cavity, wall cavities or sub-floor spaces



**2. Wet areas - bathroom, laundry and kitchen**  
wall and ceiling panels, vinyl floor tiles, backing for wall tiles  
and splashbacks, hot water pipe insulation



**3. Internal areas**  
wall and ceiling panels, carpet underlay,  
textured paints, insulation in domestic  
heaters



**4. Backyard**  
fences, sheds, garages, carports, dog kennels, buried or  
dumped waste, letterboxes, swimming pools

# If a home was built before 1990

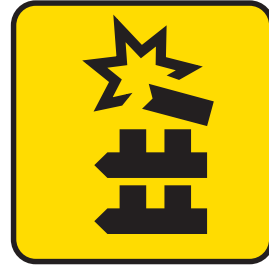
it may contain dangerous asbestos material



## Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

### Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



## Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra

For more information, visit [www.worksafe.act.gov.au](http://www.worksafe.act.gov.au) or call Access Canberra contact centre – 13 22 81  
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

Authorised by the ACT Parliamentary Counsel—also accessible at [www.legislation.act.gov.au](http://www.legislation.act.gov.au)

\*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.



THE  
PROPERTY  
COLLECTIVE

## Residential Tenancy Agreement (TA1)

### 1. Date of this Agreement

08/04/2025

### 2. Lessor's full name

Agata Walsh

### 3. Lessor's Licensed Agent

THE PROPERTY COLLECTIVE CANBERRA RENT ROLLS #1 PTY LTD T/as The Property Collective  
ACN: 652091560  
ABN: 20652091560

### 4. Tenant(s) full name

Kim Muir,

### 5. The Premises

51/41 Philip Hodgins St, Wright ACT 2611

### 6. Number of Persons Permitted

1 Adults and 2 Children

### 7. Pet(s) Permitted on or at the Premises

Pets: No

Description of pets: Description of pets

### 8. Fixed term

02/05/2025 to the 01/05/2026 for a period of 52 Week(s) 1 Day(s). For the purposes of the commencement of the Tenancy, rent is hereby waived from the date of signing to the date of commencement of this Tenancy Agreement as per this Item.

### 9. Break Lease Clause

(1) If the tenant ends a fixed term agreement before the end of the fixed term (other than for a reason permitted by the *Residential Tenancies Act* or the agreement), the tenant must pay a fee ('break fee') of the following amount:

(a) If the fixed term is 3 years or less—

(i) If less than half of the fixed term has expired— 6 weeks rent; or

(ii) If more than half of the fixed term has expired —4 weeks rent.

(b) If the fixed term is more than 3 years—the amount agreed between the lessor and tenant.

**(2)** If the tenant is liable to pay a break fee then the tenant must also pay for the reasonable costs of advertising and reletting the property up to the defined cost limit, which will comprise:

(a) If the fixed term is 3 years or less—

(i) If less than half of the fixed term has expired— 1 week rent; or

(ii) If more than half of the fixed term has expired — 2/3 of 1 weeks rent.

(b) If the fixed term is more than 3 years—the amount agreed between the lessor and tenant.

**(3)** The lessor cannot charge the tenant more than the amounts specified in subclauses (1) and (2).

**(4)** The break fee amount specified in subclause (1)(a) will be lowered if the lessor enters into a residential tenancy agreement within the defined period and the break fee amount will be reduced by the rent payable by the new tenant during that time.

#### **10. Rent**

\$680.00 per week at the rate of \$1360.00 per Fortnightly, payable in advance commencing 02/05/2025.

#### **11. Address for the payment of rent - Sorted**

Payment of rent is made via Sorted as per the service agreement, from the account nominated by the tenant on the Sorted app.

#### **12. Bond**

\$2720.00 to be lodged with Rental Bonds - ACT Revenue Office.

#### **13. Emergency Trades Persons**

As per attached urgent repairs list to take effect as of: 02/05/2025

#### **14. The premises are provided**

Unfurnished, as viewed by the tenant on 02/04/2025, this will be stipulated in the Inventory and Condition Report.

#### **15. Joint and individual liability**

Where the tenancy consists of more than one person, the covenants and obligations to be observed and performed by the tenants shall bind them jointly and each of them severally.

#### **16. Periodic Tenancy**

A periodic tenancy of 21 days begins automatically after the fixed term tenancy has ended unless terminated by the tenant in accordance with the Residential Tenancies Act 1997.

#### **17. Smoking**

The tenant/s and the tenant's visitors agree to observe no smoking or vaping within the premises or building/common areas. The tenant/s will be responsible to ensure that all visitors abide by this clause.

#### **18. Professional cleaning**

Professional cleaning will be required at the end of the tenancy to restore the premises to same condition it was in at the start of the tenancy, taking into account the condition report and fair wear and tear. The Property Collective will arrange a professional cleaner to attend and this cost will be payable by the tenant.

### 19. Standard Residential Tenancy Terms

The Standard Residential Tenancy Terms apply to this Agreement. Please refer to Schedule 1 of the [Residential Tenancies ACT 1997](#).

### 20. Window Furnishings

Tenant/s acknowledge and are aware that window furnishings may not be installed by the tenancy commencement date and will allow reasonable access for installation.

### Energy Efficiency Ceiling Insulation Standard

In line with Residential Tenancies Act requirement for energy Rating Standards please note that this property –  
The property has a valid exemption and is not required to comply with the minimum ceiling insulation standard

### Tenant responsibilities

**I/we understand that the following are my/our responsibility:**

- The connection of electricity, gas and telephone.
- The payment of water consumption within 14 days of receiving notification, where applicable.
- To ensure I/we have public liability cover in place and personal contents insurance on my/our belongings. I/we understand this is the only insurance that will cover any/all of my/our belongings should my/our belongings are stolen, damaged or destroyed.
- To ensure my/our valuables are not stored in storage cages (e.g. in the basement) or car parks as these areas are not guaranteed to be waterproof or secure.
- To complete and sign the inventory and condition report within 14 days of the commencement of the tenancy.
- To advise my/our property manager if I/we intend to be absent from the property for 21 days or more so the owner may advise their insurance company.
- To replace any smoke detector/NBN batteries and light bulbs both during the tenancy and for the final inspection.
- To maintain the garden and grounds at my/our own expense (where applicable).
- To use a ceramic cooktop cleaner and sealant for ongoing upkeep (where applicable).
- To allow access for a 90-day maintenance inspection by the owner, and any subsequent maintenance if required (where applicable).
- Payment to a locksmith should a lockout situation occur where I/we lose, misplace or have our keys stolen. I/we will also provide a set of keys to my property manager within 24 hours or the next business day.
- I/we will not leave any keys, fobs or remotes in my/our car for security reasons.
- To prevent the build up of mould and condensation. Mould and condensation is prevalent in the winter months in the ACT. It is the tenant's responsibility to prevent the build-up of mould and condensation as per the guide supplied to the tenant at the commencement of the tenancy. Any damages caused by mould will be tenants responsibility to rectify. Please refer to the 'Mould and Condensation Tips' document provided.



08 Apr 2025

.....  
**Primary Tenant: Kim Muir**

.....  
Date



08 Apr 2025

.....  
**Agent: Chloe Kemp**

.....  
Date



MS AGATA J WALSH  
3 BOOTMAN PLACE MORUYA  
MORUYA NSW 2537

Our reference: 7167270031233

Phone: **13 28 66**

13 February 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 AGATA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411183281986
Vendor name	AGATA JADWIGA WALSH
Clearance Certificate Period	13 February 2026 to 15 February 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.