

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 138	UP No. 4796	Block 1	Section 62	Division/District Braddon
	and known as 614/2 Batman Street, Braddon					
<b>Seller</b>	Full name	Samuel James Marchant				
	ACN/ABN					
	Address	614/2 Batman Street, Braddon, ACT 2612				
<b>Seller Solicitor</b>	Firm	Ammitoj Singh Legal				
	Email	ammitoj@aslegal.net.au				
	Phone	02 8622 4688	Ref AS:2026/148			
	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 Samantha Linsdell			
	DX/Address	level 1/4 Campion Street, Deakin, ACT 2600				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	Fixed Floor coverings, light fittings, 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 (insert details on p.3)
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?					<input type="checkbox"/> No <input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

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

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

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

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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 138 UP No. 4796  
Block 1 Section 62 Braddon

# If a home was built before 1990

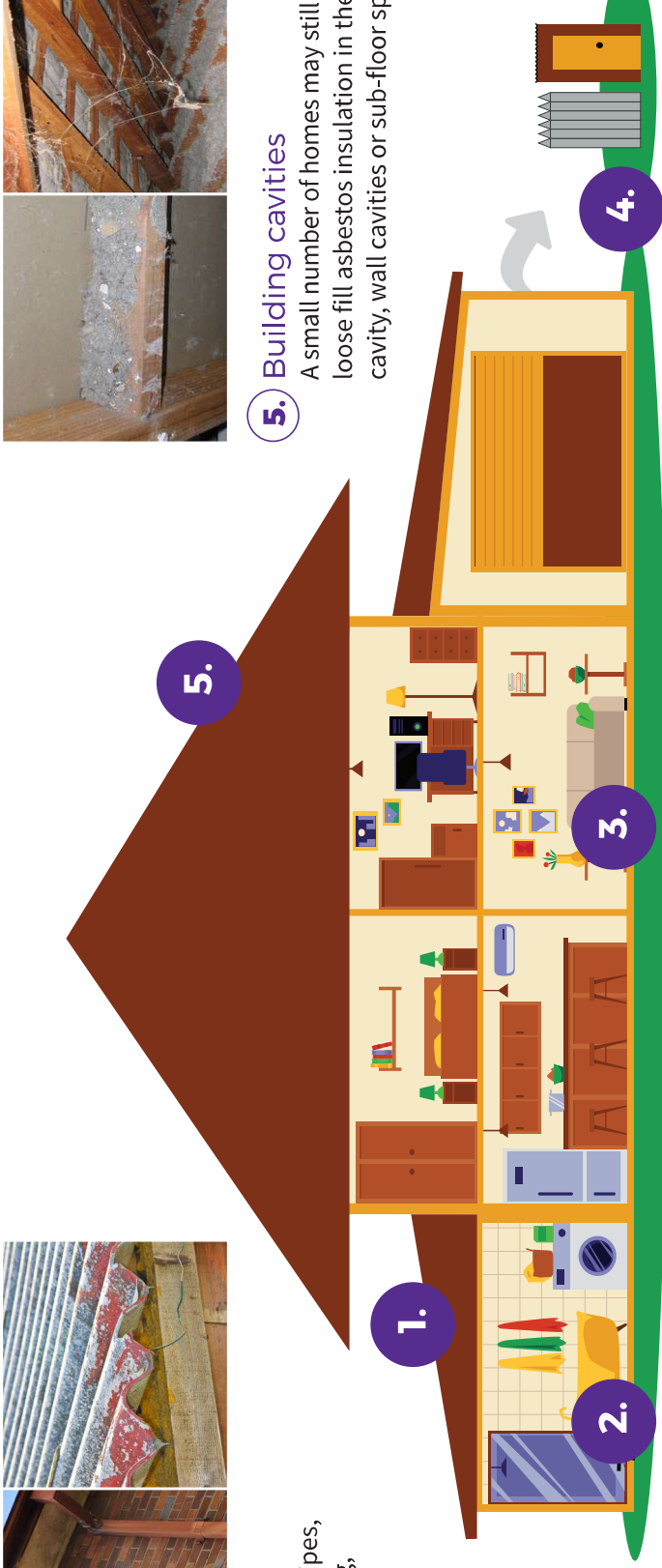
it may contain dangerous asbestos material



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:



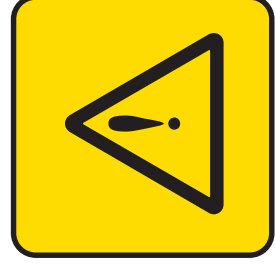
Broken or in poor  
condition



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.

# **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**

Braddon Section 62 Block 1 on Deposited Plan 11705 with 364 units on Unit Plan 4796

Unit 138 (Class A) entitlement 290 of 100000, 3 subsidiaries

Lease commenced on 17/12/2019, terminating on 02/12/2118

**Proprietor**

Samuel James Marchant

614/2 Batman Street Braddon ACT 2612

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

**Easements**

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
11/05/2020	3000459	Mortgage to Suncorp-Metway Limited (ACN: 010 831 722)

***End of interests***

**AUSTRALIAN CAPITAL TERRITORY**  
**TITLE SEARCH**

**LAND**

Braddon Section 62 Block 1 on Deposited Plan 11705 with 364 units on Unit Plan 4796

Lease commenced on 17/12/2019, terminating on 02/12/2118

**COMMON PROPERTY**

**Proprietor**

The Owners-Units Plan No 4796

Grady Strata and 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

**Easements**

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
02/12/2020	3039129	Application to Note Special Resolution
15/06/2021	3071512	Application to Note Special Resolution
18/04/2023	3237051	Application to Note Special Resolution
08/03/2024	3301624	Application to Note Special Resolution - Refer Instrument
01/05/2025	3380132	Application to Note Special Resolution - Refer Instrument
30/03/2026	3445345	Application to Note Special Resolution - Refer Instrument

***End of interests***



Access Canberra



SR\$3445345

25/03/2026 10:48:27 Sigd K

LAND TITLES  
REGISTRY CANBERRA  
Government Directorates

3445345

SP

CORPORATION

094 - SR

Land Titles Act 1925

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

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2439: 70	BRADDON	62	1	4796

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
Owner Corporation Rules	24 February 2026

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

**CERTIFICATION** \*Delete the inapplicable

Applicant

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

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

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

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

Signed By: Isabella Victoria Terracini

<Name of certifying party> Grady Strata and Facilities

<Capacity of certifying party> Assistant Office Manager

for: <Company name> Grady Strata and Facilities

on behalf of the Registered Proprietor/Managing Agent

WITNESSED: [Signature]  
GERARD EILEM

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes <input checked="" type="checkbox"/> VOI Cate 1, ASIC Y, HR
Registered by	jm	Registration Date	30/03/2026



**ANNEXURE**

*Land Titles Act 1925*

Form 029 - ANN

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2439: 70	BRADDON	62	1	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094-SR	24

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The owners - Units Plan No. 4796

# 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 4796**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 24<sup>th</sup> February 2026

*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
24 <sup>th</sup> February 2026	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.



.....[6th March 2026]

*[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  
 NOTIFICATION OF REDUCED QUORUM DECISIONS  
 THE MARK AND PROVENANCE  
 UNITS PLAN 4796  
 47 CURRONG STREET, BRADDON, ACT, 2612**

Held Two24 Conferencing, Level 1/224 Bunda St, Canberra City & Via Zoom on Tuesday 24<sup>th</sup> February 2026 at 6:00 pm As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Members Present:**

<b>Lot</b>	<b>Unit</b>	<b>Representatives</b>
22	222	Nicolas Carrin
47	316	Medina Hajdarevic & Proxy
50	319	Heidi Kylinda Madden
59	329	Dianne Gbel
125	601	Melizza Chua
145	621	D N & A E Trowbridge
157	702	Guy A Norrie & Alexandra I Dunbar
173	718	Anthony Paul Ruggeri
181	902	The Whiting Family Co ATF The Whiting Property Trust
182	903	Hilary Jane Bambrick
183	904	Georgia Hayes
196	G02	A P & L A Dawson
198	G04	Giles Jamie Wholohan
215	101	Shelley Christine Cooper
224	110	Phillipa Wendy Marks
236	122	Rodney Lambert
241	205	J F Lynch
278	320	Hilary J Bambrick
280	322	Warwick Michael Vance & Kerry Joy Cambridge
281	401	Daniel Connell & Gail Winkworth
286	406	Xinwen He
294	414	J Wharton & K Wharton
313	511	Susan Jane Mickleburgh

**Proxies:**

<b>Lot</b>	<b>Unit</b>	<b>Representative</b>	<b>Appointing</b>	<b>Lot</b>	<b>Unit</b>
214	G20	Denisse Yvanovich	Rodney Lambert	236	122
231	117	Farzana Choudhury	Rodney Lambert	236	122
250	214	Rashmi Sindhu Chary	Rodney Lambert	236	122
254	218	Vana Tark	Rodney Lambert	236	122
336	G03	U336 Pty Ltd	Warwick Vance	280	322
337	G04	U337 Pty Ltd	Warwick Vance	280	322
302	422	Altair No 1 Pty Ltd	Dianne Gbel	59	329
338	G05	Altair No 1 Pty Ltd	Dianne Gbel	59	329
352	101	Altair No 1 Pty Ltd	Dianne Gbel	59	329
364	113	Altair No 1 Pty Ltd	Dianne Gbel	59	329

**Absentee Voting Forms: N/A**

**Apologies: N/A**

**Grady Strata & Facilities Representatives: Michael Grady, Thomas Cubbin & Greg Holland**

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The managing agents, Mr Michael Grady & Mr Thomas Cubbin of Grady Strata & Facilities, welcomed members of the Owners Corporation into the meeting. Each member was informed that votes would be cast by raising the voting paddles for each motion.

Ms. Shelley Cooper assumed the position of Chair as the current Chair of the Executive Committee.

The managing agent advised at 6:00pm that a quorum had not been achieved and therefore the meeting would officially commence at 6:30pm.

The managing agent gave an overview of operational and financial milestones over the last 12 months, a general update on the status of defects, upcoming works related to them and an overview of long-term goals identified which align with the updated sinking fund expenditure proposed at this meeting. The meeting formally commenced at 6:30pm.

**Motion 1: Minutes of Annual General Meeting 12 February 2025 (Ordinary Resolution)**

*Motion 1: "That the Owners Corporation adopt the minutes of the 12th February 2025 Annual General Meeting as provided."*

*Motion Carried*

**Motion 2: Financial Statements (Ordinary Resolution)**

*Motion 2: "That the Owners Corporation adopt the audited financial statements for the financial year ended 31st December 2025."*

*Motion Carried*

**Motion 3: Sinking Fund Plan Update (Ordinary Resolution).**

*Motion 3: "That the Owners Corporation agree to amend the current Sinking Fund Plan supplied by QIA and previously adopted at the 2025 AGM in accordance with the below amendments.*

*The Sinking Fund Plan now includes new items and adjusts the lifetimes to existing ones where considered appropriate. To accommodate, the levy contributions have been increased to ensure the Sinking Fund Plan balance does not turn negative - implemented changes are as follows:*

- *Adjust lifetime of roller door replacements to 10 years.*
- *Adjust lifetime of fire panel to 15 years.*
- *Include provisions for solar panels replacement at 20 years.*
- *Amalgamate lift refurbishment and mechanical upgrades to a single line item for replacement of the lifts at a 25 year lifespan based on industry guidance.*
- *Amend internal painting (corridors, lobbies, doors) to occur in 2026 with a 10-year refresh timeline.*
- *Amend intercom replacement to occur in a single year (2026) rather than across 3 years at 2 year intervals due to lack of availability of intercom parts.*
- *Increase annual escalation of Sinking Fund Levies from 5% to 7.6% to ensure the Sinking Fund Plan balance does not turn negative throughout a 38 year time horizon."*

**Motion Carried**

**Motion 4: 2026 Administrative Fund Budget & Levy (Ordinary Resolution)**

*Motion 5: "That the Owners Corporation RESOLVE to adopt an administrative budget of \$1,358,516.80 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners in accordance with their unit entitlements and payable via 4 instalments due on 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026."*

**Motion Carried**

**Motion 5: Grease Trap Budget & Levy (Special Resolution)**

*Motion 5: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a Grease Trap budget of \$7,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 334, 335, 339, 340, 342, 343, 344, 345, and 350 in accordance with their unit entitlements and payable via 4 instalments due on 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026."*

**Motion Carried by Special Resolution**

**Motion 6: The Mark Sanitary Services Budget & Levy (Special Resolution)**

*Motion 6: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for The Mark sanitary services of \$5,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 334 – 351 and Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026."*

**Motion Carried by Special Resolution**

**Motion 7: Level One Commercial Bathroom Cleaning Budget & Levy (Special Resolution)**

*Motion 7: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for cleaning of the Level one commercial bathroom of \$20,700.00 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026."*

**Motion Carried by Special Resolution**

**Motion 8: Sinking Fund Budget & Levy (Ordinary Resolution)**

*Motion 9: "That the Owners Corporation RESOLVE to adopt the proposed Sinking Fund expenditure budget of \$581,773.04 (plus GST) and that a contribution of \$236,230.91 (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 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026."*

**Motion Carried**

**Motion 9: Executive Committee Election (Ordinary Resolution)**

*Motion 9: "That the Owners Corporation agree to create 7 Executive Committee Positions and appoint the below owners to stand as Executive Committee members until the next Annual General Meeting".*

Lot	Unit	Representative
173	718	Anthony Ruggeri
198	G04	Giles Wholohan
214	G20	Denisse Yvanovich
215	101	Shelley Cooper
236	122	Rodney Lambert
263	305	Jun Ma
336	G03	Parth Shah

**Notes:** The meeting noted and formally thanked Warwick Vance for his years of service on the Executive Committee, and acknowledged his decision to step down.

**Motion Carried**

## ONGOING MAINTENANCE

The meeting **noted** that the maintenance plan drafted by QIA Group provides for monthly, quarterly, 6-monthly, annually and a longer-term maintenance schedule and a description of the type of maintenance required to each asset. A copy of the maintenance plan is available via the Owners Portal or on request via email to Grady Strata. The meeting also **noted** a number of ongoing maintenance contracts were anticipated to expire during the financial year and a formal tender proposal will be undertaken by the incoming committee for each.

## FIRE SAFETY REVIEW

The meeting **noted** that the buildings fire equipment and assets are presently being serviced in accordance with the relevant Australian Standards by 360 Degree Fire. Fire equipment and infrastructure recorded as non-compliant with the standards are assessed as to whether they are a construction defect or failures post-construction before approval for remediation or otherwise. The meeting **noted** that there is no known ACP 'flammable cladding' affixed to the building.

The meeting **noted** an ongoing issue with smoke doors leading into the lift foyers in the basement being incorrectly left open and that action was being considered to reduce/stop this from occurring.

## DEFECTS PROJECT AND NEW STRUCTURAL DEFECTS

The meeting **noted** action taken and progress over the last year as outlined in the EC letter in the agenda. It noted that the remaining list of Not Agreed defects is now relatively small, with further expert input on a handful of matters expected to reduce it further, supporting a goal of resolving this stage early 2026 so rectification works can commence.

Further clarification was provided at the meeting about the budgeted expenditure of \$70,000 towards legal fees, and how it assists in progressing the above-mentioned defect rectifications, noting that this is based on an estimate of costs provided by Sparke Helmore Lawyers.

The meeting **requested** Owners to submit any new defect potentially of a structural nature within their unit eg water ingress, with the developer and builder, copied to Grady. This will streamline the list of defect rectification requests and assist in speeding up the repair process. The meeting **noted** that enforcement action for structural defects is still available via the Construction Occupations Registrar, however statutory warranties under the Building Act 2004 had now expired.

**Motion 10: Insurance Renewal (Ordinary Resolution)**

**Motion 10:** *“That the Owners – UP 4796 note the currency and extent of coverage provided for Units Plan 4796 in accordance with the attached Certificate of Currency provided by CHU Insurance for the period 20/09/2025 – 20/03/2026 and agree for the policy/s to be adjusted on renewal in consultation with the Executive Committee for the following renewal period, including two consecutive 6-month terms if required.”*

The meeting **noted** that the OC has disclosed the confirmed tobacconist tenancy to the insurer via the broker. Insurers commonly apply higher premiums/excesses and may add security/operational conditions for these uses. Under Rule 18 – Insurance Premiums (Obligation of Owners) If a unit's activity increases the building premium, the OC may require the relevant owner(s) to reimburse the increased amount, payable on demand, with a broker's letter being conclusive evidence of the increase; if a claim excess arises due to a wilful/negligent act or rule breach, the OC may also seek that excess from the relevant owner. The OC will use the broker's written quantification to apportion any confirmed loading to the tobacconist lot(s) and issue demands in line with the Rules.

The meeting noted that the insurer has twice offered only six-month terms pending greater certainty around building defects. To satisfy underwriting requirements and position the scheme for improved terms, the EC via the Strata Manager will need to provide the broker/insurer with regular updates showing the status of all defects (open/closed/under investigation), any progress reports on rectification works, and updates on legal decisions/milestones under the Deed(s). In parallel, we will continue to progress and close defects that fall outside the Deed, supplying completion evidence. This transparency and risk improvement program is aimed at reducing underwriting uncertainty, limiting excesses/conditions, and returning to 12-month policy terms as soon as practicable.

The meeting discussed potential risks related to alleged illegal activities within the tobacconist, particularly sale of vapes and illegal tobacco. The incoming Committee will review further steps available to it to address.

The meeting **noted** disclosure of Grady Strata and Facilities share of remuneration in relation to the Owners Corporation insurance policy over the previous year (20 March 2025 to 20 March 2026) of \$24,945.97 excl GST, in relation to the premium paid of \$279,713.30 incl GST.

***Motion Carried***

**Motion 11: Amendment Of Rules – Security (Special Resolution)**

**Motion 11:** *“That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to amend the Rules of UP4796 to amend point 16.1 and insert 16.3 as follows:*

*Rule 16. Security of the common property*

- 1. A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes, within storage cages or outside but close to the complex, including within a lockbox.*
- 3. A unit owner must not Install a combination locks or similar hardware on letterboxes.”*

***Motion Carried by Special Resolution***

The amended rule will now read as follows:

***“16 Security of the common property***

- 1. A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes, within storage cages or outside but close to the complex, including within a lockbox.*
- 2. A unit owner must not Install a combination locks or similar hardware on letterboxes.”*
- 3. A unit owner must do the following, or ensure an occupier of their unit does the following:*
  - a) Ensure fire and security doors are locked or closed when they are not in use*
  - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.*

**Motion 12: Amendment Of Rules – Balconies and Balustrades (Special Resolution)**

**Motion 12:** *“That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules to include Balconies and balustrades drying of laundry as follows:*

**Rule 20 – Laundry on Balconies and Balustrades**

1. *A unit owner must not hang, drape, secure or display any laundry, clothing, linen, rugs or other items over, from or on a balcony balustrade, or in a way that projects beyond the top or outer edge.*
2. *A unit owner must not fix any hook, bracket, clothesline or similar attachment to a balustrade.*
3. *Laundry may be dried on a balcony only if—*
  - a. *it is placed wholly inside the balcony on a free-standing airer, or on a clothesline fixed to a wall or ceiling (not to the balustrade) with any required prior approvals; and*
  - b. *it is secured (e.g., pegged or weighted) so that no item can fall or blow from the balcony; and*
  - c. *reasonable steps are taken to prevent water dripping to lots or common property below.*
4. *A unit owner must not leave laundry or other loose items on a balcony during windy weather where there is a realistic risk items may blow away or fall, creating a hazard or disturbance.*
5. *Items must not obstruct façade drainage/weep holes, fire-safety features, air-intakes, or create a climbing hazard.”*

**Motion Carried by Special Resolution**

**Motion 13: Amendment Of Rules – Valve Compliance Program Contributions (Special Resolution)**

*Motion 13: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION, in accordance with Section 78(2)(b) of the Unit Titles (Management) Act 2011, to adopt a method of calculating administration fund contributions for a valve compliance program and include within the registered Rules as follows:*

*Rule 21 – Valve Compliance Program Contributions*

*Notes: The 'Valve Compliance Program' (being the inspection, testing and like-for-like replacement of tempering valves, isolation valves and pressure-reducing valves (PRVs) that serve a single unit but are located on or accessed from common property).*

- 1. Only the stated class of owners, being all residential units [Lots 1 – 333] are liable for Valve Compliance Program contributions.*
- 2. Each stated unit pays an equal fixed share per program cycle (equal-share, not unit entitlement).*
- 3. Contributions raised under this method must be applied only to Valve Compliance Program costs (contractor charges, consumables and reasonable administration).*
- 4. Fairness (s 78(3)): This method is fair, having regard to:
  - a. the structure of the plan (unit-serving valves are clustered in common-property risers immediately adjacent to each unit's plumbing);*
  - b. the nature and use of residential lots (identical scope per dwelling and shared compliance/quality outcomes); and*
  - c. burden matches benefit (only the units whose valves are maintained are charged; equal shares reflect identical works per unit).**
- 5. This method continues until amended or revoked by special resolution or by ACAT order.*
- 6. This method takes effect for contributions levied on and from 24 March 2026"*

**Motion Carried by Special Resolution**

**Motion 14: Amendment Of Rules – Valve Maintenance & Access (Special Resolution)**

**Motion 14:** *“That the Owners Corporation RESOLVE by SPECIAL RESOLUTION, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules to include Valve Maintenance & Access Rules as follows:*

*Rule 22. Valve Maintenance & Access*

- 1. This rule applies to tempering valves, isolation valves and pressure-reducing valves (PRVs) that serve a single unit and are located on or accessed from common property.*
- 2. Each owner must ensure those components are maintained, inspected and replaced as necessary to meet applicable Australian Standards and manufacturer requirements (including, without limitation, annual functional tests and timely replacement when due or non-compliant).*
- 3. Owners must co-operate with reasonable access from common property, and (where unit entry is reasonably required to test outlets or isolate lines) must provide access at scheduled times.*
- 4. The OC may appoint licensed contractors to deliver a building-wide compliance program for testing and like-for-like replacement to ensure consistent outcomes and record-keeping.*
- 5. If an owner fails to comply with this rule within a reasonable time after written notice, the OC may step-in to arrange inspection, testing, maintenance, repair or replacement. The OC’s reasonable costs (including contractor fees and reasonable administration) are amounts owing by that owner to the OC, recoverable with interest and enforceable (including by a registered charge) in accordance with the Act.*
- 6. For non-urgent unit entry, the OC will give at least 7 days’ written notice. The OC may act without prior notice in an emergency, consistent with the Act.*
- 7. An owner who arranges private maintenance must provide the OC with test/replacement records within 7 days so the compliance register remains current.”*

*Note: This alternative rule sets a positive obligation on owners for maintenance and access cooperation, and provides an Owners Corporation step-in and on-charge pathway where an owner fails to comply.*

***Motion Carried by Special Resolution***

**Motion 15: Solar Panel Infrastructure Buyout (Special Resolution)**

*Motion 15: "That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to approve the buy-out of the rooftop solar photovoltaic infrastructure currently located on common property and owned by SkyCell (the "Solar PV Infrastructure") for the purchase price of \$75,000.00 plus GST, and to delegate implementation to the Executive Committee, authorising it to negotiate, finalise and execute all documents and do all things necessary or incidental to complete the transaction (including any deed of assignment/transfer, bill of sale, metering/retailer forms and network notifications), with documents executed in accordance with UTMA s 9A, and to approve payment of the purchase price and all transaction costs from the sinking fund, and to direct that the sinking fund plan be updated to include the acquisition and the future renewal/replacement of the Solar PV Infrastructure."*

*Motion Carried by Special Resolution*

## **GENERAL BUSINESS**

### **Building Electrification**

The meeting **noted** that a sub-committee is being established within the Owners Corporation to consider the overall electrification of the building (including de-gassing and EV charging infrastructure). Further details were discussed regarding the ACT Government's Electrification Pilot undertaken throughout the year.

While The Mark and Provenance was not successful in being selected as one of the seven participating buildings, Grady Strata & Facilities manages three of the seven buildings involved in the pilot, including one that is of a similar size and design to Mark and Provenance. The results, data and anonymised reports for all seven buildings are anticipated to be released in March–April 2026.

Subject to the express permission of the comparable building, Grady Strata & Facilities expects to be able to provide Mark and Provenance with a non-anonymised version of that building's report. This would be provided solely to assist Mark and Provenance with its own assessment of electrification pathways and potential infrastructure changes for the Owners Corporation's consideration.

### **Electrification Subcommittee**

The meeting went on to discuss decarbonisation more broadly, including the building's gas hot water system and the level of appetite among those present for EV charging.

Giles Wholohan (a member of the electrification sub-committee) spoke to outcomes and recommendations previously discussed at sub-committee meetings. He outlined an option to undertake a full evaluation of the building's current electrical load and capacity, including an overview of the available electrification options and indicative costs to implement them.

It was noted that Solar Choice could provide services relating to EV charging, solar, and hot water options, with an assessment process that may involve monitoring electricity usage for up to two weeks to determine peak load and related capacity constraints.

Given the meeting's interest in this topic, the incoming Committee expressed a desire to carry this discussion forward to its first meeting, and for consideration of the members of the electrification sub-committee.

### **Common Hallway Skirting Boards**

The meeting discussed the logistical approach of replacing common area skirting boards with tiles, noting this methodology has already been applied to the ground floor hallways. The discussion was primarily framed around wear and tear, and the ongoing damage sustained to skirting boards, which increases maintenance requirements due to the limited durability of the existing product.

The incoming Committee will consider whether this approach should be extended to other areas, how it would be undertaken, and what the associated costs may be.

### **Meeting Reminder Notices**

It was **requested** that reminder notices be placed in the lifts and on noticeboards to advise residents of any future General Meetings.

**Meeting closed at 8:28pm**



PROVENANCE

# UNITS PLAN 4796

## 'THE MARK AND PROVENANCE'

2 BATMAN STREET BRADDON ACT 2612

### OWNERS CORPORATION RULES

#### 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.

3) In these rules, **unit** includes balconies, carspaces and storage cages.

#### 2. Payment of rates and taxes by unit owners

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

#### 3. Repairs and maintenance

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

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

#### 4. Erections and alterations

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

a) in accordance with the express permission of 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 by the Executive Committee in giving permission under (1).

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

**UNITS PLAN 4796 – 'The Mark and Provenance'**

Version 1.5 – 24 March 2026



PROVENANCE

## 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; including ensuring the animal is on a leash or caged, whichever is most appropriate.
  - c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - d) the pet owner takes all necessary steps to ensure that the animal does not soil the common property and if it does the pet owner cleans any area of the units plan that is soiled by the animal; and
  - e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- 2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

## 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

## 7. Use of common property

- 1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 2) Specifically, a unit owner must not:
  - a) store any items on the common property;
  - b) obstruct the common property;
  - c) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
  - d) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- 3) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

## 8. Hazardous use of unit

- 1) 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.
- 2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

## UNITS PLAN 4796 – 'The Mark and Provenance'



PROVENANCE

### 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.

### 10. Noise

- 1) A unit owner must not make, or permit to be made, such a noise within the unit, or within common property, 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.

### 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.

### 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 12 (4).

## UNITS PLAN 4796 – 'The Mark and Provenance'



PROVENANCE

### 13. Parking of vehicles/use of vehicle

- 1) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
  - a) permission may be given subject to stated conditions; and
  - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 4) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.

### 14. Smoking

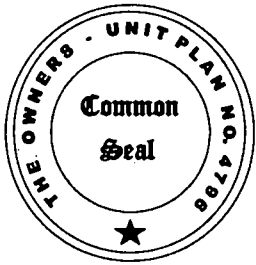
- 1) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance on common property.
- 2) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier or visitor in another unit.

### 15. Storage

To ensure compliance with fire standard AS2118.1 1999 in relation to sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

#### **AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers**

*Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) ( a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall at all times be accessible to water discharged from the sprinklers.*



## **16. Security of the common property**

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes, within storage cages or outside but close to the complex, including within a lockbox.
- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
  - a) Ensure fire and security doors are locked or closed when they are not in use
  - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.
- 3) A unit owner must not Install a combination locks or similar hardware on letterboxes.

## **17. Commercial Units**

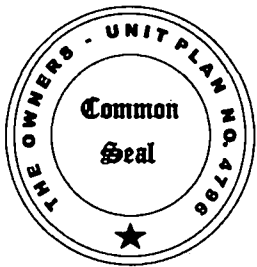
- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 4) Rules in this section are not to the exclusion of any other Rule



PROVENANCE

## 18. Insurance

- 1) The Executive Committee recommends all Unit owner or Occupiers maintain up to date insurance policies such as contents insurance, and motor vehicle insurance policies.
- 2) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.
- 3) Insurance Premiums – Obligation of Owners
  - a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.
  - b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.
- 4) Owner Liable:
  - a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.
  - b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.
  - c) In the event an Owner or Occupier in breach of these rules, by a wilful or negligent act or omission or a breach of the owners corporation's rules by a member of the owners corporation or an occupier of a member's unit, has caused an Owners Corporation to lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand.



## 19. Split Budget Rules

The Mark building (Units Plan 4796) is comprised of both residential and commercial units. The Owners Corporation agree that commercial units raise moneys to cover any additional services required that only benefit commercial unit owners, as such residential owners would NOT contribute to these services:

- Grease trap maintenance and clearing.
- Cleaning of the level one bathroom.
- Sanitary bin cleaning within the bathrooms.

As a commercial units purpose clause may vary subject to each tenancy, maintenance and contributions related to the Grease Trap will be as follows:

- (a) The Owners Corporation determine a schedule for the maintenance and clearing of the grease traps to ensure compliance with relevant legislative requirements.
- (b) Despite (a), the commercial unit owners connected to each grease trap are responsible for the costs associated with the ongoing maintenance and clearing of the grease trap.
- (c) Despite (a) the cost of ongoing maintenance and clearing of the grease trap will be shared equally between all commercial units that are connected to the grease trap.

The levies for which are to be calculated based on total unit entitlement for each additional service and those units participation and requirement of each service. A example of this is shown below.

- **Grease Trap Users** (Lots 335, 339, 340, 342, 349)  
Total unit entitlement aggregate = 2029
- **Commercial units' level one** (Lots 353 - 359)  
Total unit entitlement aggregate = 1734
- **Commercial units The Mark** (Lots 334 - 351, 353 - 359)  
Total unit entitlement aggregate = 8512

To calculate levies each individual commercial owner the following formula is used respective to each additional service:

Admin Fund levy formula for **commercial units**

$$A = \frac{B \times C}{D} + \frac{E \times C}{F} + \frac{G \times C}{H}$$

Where:

A = Admin Fund levy payable per relevant lot

B = Admin Fund levy **Grease Trap** total (\$)

C = unit entitlement (of relevant unit)

D = total **Grease Trap** entitlement aggregate

E = Admin Fund levy **Level One** total (\$)

F = total **Level One** entitlement aggregate

G = Admin Fund levy **The Mark Commercial** total (\$)

H = total **The Mark Commercial** entitlement aggregate

## UNITS PLAN 4796 – 'The Mark and Provenance'



PROVENANCE

## 20. Laundry on Balconies and Balustrades

- 1) A unit owner must not hang, drape, secure or display any laundry, clothing, linen, rugs or other items over, from or on a balcony balustrade, or in a way that projects beyond the top or outer edge.
- 2) A unit owner must not fix any hook, bracket, clothesline or similar attachment to balustrade.
- 3) Laundry may be dried on a balcony only if—
  - a) it is placed wholly inside the balcony on a free-standing airer, or on a clothesline fixed to a wall or ceiling (not to the balustrade) with any required prior approvals; and
  - b) it is secured (e.g., pegged or weighted) so that no item can fall or blow from the balcony; and
  - c) reasonable steps are taken to prevent water dripping to lots or common property below.
- 4) A unit owner must not leave laundry or other loose items on a balcony during windy weather where there is a realistic risk items may blow away or fall, creating a hazard or disturbance.
- 5) Items must not obstruct façade drainage/weep holes, fire-safety features, air-intakes, or create a climbing hazard.

## 21. Valve Compliance Program Contributions

*Notes: The 'Valve Compliance Program' (being the inspection, testing and like-for-like replacement of tempering valves, isolation valves and pressure-reducing valves (PRVs) that serve a single unit but are located on or accessed from common property).*

- 1) Only the stated class of owners, being all residential units [Lots 1 – 333] are liable for Valve Compliance Program contributions.
- 2) Each stated unit pays an equal fixed share per program cycle (equal-share, not unit entitlement)
- 3) Contributions raised under this method must be applied only to Valve Compliance Program costs (contractor charges, consumables and reasonable administration).
- 4) Fairness (s 78(3)): This method is fair, having regard to:
  - a) the structure of the plan (unit-serving valves are clustered in common-property risers immediately adjacent to each unit's plumbing);
  - b) the nature and use of residential lots (identical scope per dwelling and shared compliance/quality outcomes); and
  - c) burden matches benefit (only the units whose valves are maintained are charged; equal shares reflect identical works per unit).
- 5) This method continues until amended or revoked by special resolution or by ACAT order.
- 6) This method takes effect for contributions levied on and from 24 March 2026

## UNITS PLAN 4796 – 'The Mark and Provenance'



PROVENANCE

## 22. Valve Maintenance & Access

- 1) This rule applies to tempering valves, isolation valves and pressure-reducing valves (PRVs) that serve a single unit and are located on or accessed from common property.
- 2) Each owner must ensure those components are maintained, inspected and replaced as necessary to meet applicable Australian Standards and manufacturer requirements (including, without limitation, annual functional tests and timely replacement when due or non-compliant).
- 3) Owners must co-operate with reasonable access from common property, and (where unit entry is reasonably required to test outlets or isolate lines) must provide access at scheduled times.
- 4) The OC may appoint licensed contractors to deliver a building-wide compliance program for testing and like-for-like replacement to ensure consistent outcomes and record-keeping.
- 5) If an owner fails to comply with this rule within a reasonable time after written notice, the OC may step-in to arrange inspection, testing, maintenance, repair or replacement. The OC's reasonable costs (including contractor fees and reasonable administration) are amounts owing by that owner to the OC, recoverable with interest and enforceable (including by a registered charge) in accordance with the Act.
- 6) For non-urgent unit entry, the OC will give at least 7 days' written notice. The OC may act without prior notice in an emergency, consistent with the Act.
- 7) An owner who arranges private maintenance must provide the OC with test/replacement records within 7 days so the compliance register remains current.

*Note: This alternative rule sets a positive obligation on owners for maintenance and access cooperation, and provides an Owners Corporation step-in and on-charge pathway where an owner fails to comply*



Access Canberra



SR\$3071512

14/04/2021 10:41:42 Monday

ID TITLES  
CANBERRA  
Directorate

# 3071512

LUTION  
BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Vantage Strata	info@vantagestrata.com.au	1800 878 728

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2439:70	BRAVOON	62	1	4796

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

Owners corporation rules to be amended in accordance with the decision made at the AGM held on 18/01/21 and resolved by the Owners Corporation.

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

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

Signed By:

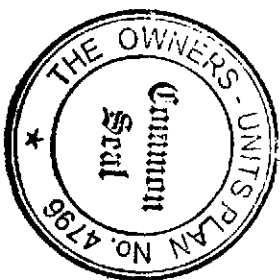
<Name of certifying party> Daniel Leskovec  
 <Capacity of certifying party> Strata Manager

for: Vantage Strata Pty Ltd  
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<b>EB</b>	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	<i>EB</i>	Registration Date	15-6-2021

x1 UOI sighted category 1  
Affidavit 15-6-21



**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS UNITS PLAN NO. UP 4796  
'THE MARK & PROVENANCE'**

**2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG STREET NORTH, BRADDON,  
ACT 2612**

**Venue:** Gorman Art Centre  
55 Ainslie Avenue, Braddon, ACT, 2612

**Date:** 18 January 2021

**Time:** 05:30PM

**Present:**

A Nov	(Lot 21)	D & G Yvanovich	(Lot 214)
H Cui	(Lot 34)	S Cooper	(Lot 215)
K Dunne	(Lot 109)	F Choudhury	(Lot 231)
J Olsen	(Lot 128)	V Mohammed	(Lot 254)
A Ruggeri &		K & B Haggstrom	(Lot 259)
D Xiarkis	(Lot 173)	E Edwards	(Lot 279)
A Whiting	(Lot 181)	W Vance &	
A Mackery	(Lot 185)	K Cambridge	(Lot 280)
B & D Carlsund	(Lot 195)	X He	(Lot 286)
L Evans	(Lot 209)		

**Guests:** J Critchley-Evans (Lot 69) M & A McGhehey (Lot 228)  
S Sort (Lot 109) M Ritchie (Lot 209)  
A St John-Brown (Lot 194)

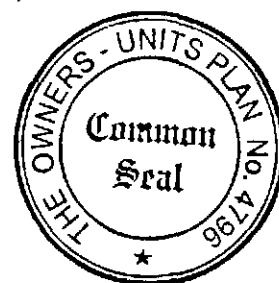
**Proxy Votes:** No proxies were received

**Absentee Votes:** L Dawel Lot 197 IFO motions 1 – 9 against motion 10

**In Attendance:** Daniel Leskovec, Senior Strata Manager (Vantage Strata)  
Danielle Close (Vantage Strata)

**Quorum:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

**Secretarial Note:** *Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*



## CHAIRPERSON, PROXIES AND APOLOGIES

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It was **resolved** that S Cooper chair the meeting, the proxy and apology from L Dawel was accepted. Noting the reduced quorum, the meeting was formally opened for voting at 6:00pm.

## ADOPTION OF MINUTES

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**MOTION 1:** *It was resolved that the minutes of the Previous Annual General Meeting be confirmed.*

**CARRIED.**

## INSURANCE

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The insurance cover held by the Owners Corporation is summarised below:

Insurance Company / Policy Number	Strata Unit Underwriters / 0658039816
Renewal Date	04/10/2021
Building Sum Insured	\$108,070,000.00
Public Liability Sum Insured	\$20,000,000.00
Office Bearers Liability Sum Insured	\$5,000,000.00
Excess on Claims	EXCESSES as per policy wording except: Basic Excess – all claims \$1,000

**MOTION 2:** *It was resolved by Special Resolution that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate.*

**CARRIED.**

**(No Dissent Noted)**





## FINANCES

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**MOTION 3:** *It was resolved that the financial accounts for the period from 19 December 2019 to 18 December 2020 be accepted as presented.*

**CARRIED.**

## AUDITED FINANCIALS

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D Leskovec advised the meeting that under the recent changes to the Unit Titles (Management) Act 2011, Units Plan 4796 is required to have their annual financial statements audited.

**MOTION 4:** *It was resolved that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited with a view to having the audited financials presented at the next Annual General Meeting for consideration.*

**CARRIED.**

## SINKING FUND REPORT

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The Sinking Fund Report prepared by QIA Group on 24<sup>th</sup> November 2020 was briefly discussed, D Leskovec advised a copy of the report can be found in the Library on the BuildingLink portal.

**MOTION 5:** *It was resolved that the Owners Corporation adopt the Sinking Fund Report prepared by QIA Group dated 24<sup>th</sup> November 2020.*

**CARRIED.**

## MAINTENANCE

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### MAINTENANCE SCHEDULE

As per recent changes to the Unit Titles (Management) Act 2011, It is a requirement that the Owners Corporation obtain a maintenance schedule.

**MOTION 6:** *It was resolved that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to undertake a maintenance schedule report as required under the Unit Titles (Management) Act 2011.*

**CARRIED.**

## DEFECTS

No members present at the meeting raised concern with the defect report obtained from **XYZ Build Pty Limited**. If owners wish to review the report at a later date, the Manager advised a copy of the report can be found in the Library on the BuildingLink portal.

## FIRE SAFETY REVIEW

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In line with the recent changes to the Unit Titles (Management) Act 2011, D Leskovec advised it is a requirement that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

As part of their fire contract, 360 Degree Fire will provide the Managing Agent with an **Annual Fire Safety Certificate** each year.

A copy of the current Annual Fire Safety Certificate was distributed to all owners in the AGM notice and is available on BuildingLink.

## BUDGET DISCUSSION

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### ADMINISTRATION FUND

While discussing the upcoming Administration Fund budget Owners queried if the management fees invoiced by Vantage Strata could be invoiced quarterly in line with the levy collections rather than the current arrangement of 6 monthly invoices. D Leskovec to investigate and report back to the incoming Executive Committee.

**MOTION 7:** It was *resolved* that the Administration Fund budget of \$1,028,060.00 (including GST) for the period 19 December 2020 to 18 December 2021 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 11 February 2021, 19 March 2021, 19 June 2021 and 19 September 2021.

**CARRIED.**



### SINKING FUND CONTRIBUTION

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The Sinking Fund Report dated 24<sup>th</sup> November 2020 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$232,195.70 (including GST).

**MOTION 8:** It was **resolved** that a contribution of \$232,195.70 (including GST) as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 19 December 2020 to 18 December 2021, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 11 February 2021, 19 March 2021, 19 June 2021 and 19 September 2021.

**CARRIED.**

## **EXECUTIVE COMMITTEE ELECTION**

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The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

The following nominations were received from eligible members of the Owners Corporation:

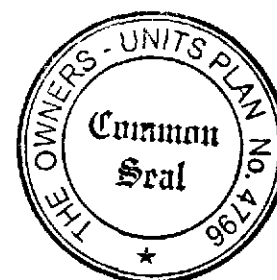
J OLSEN	(LOT 128)	V MOHAMMED	(LOT 254)
T RUGGERI	(LOT 173)	K HAGGSTROM	(LOT 259)
A MACKEY	(LOT 185)	W VANCE	(LOT 280)
J VILD	(LOT 194)	M LYRISTAKIS	(LOT G14)
L DAWEL	(LOT 197)	W LYRISTAKIS	(LOT G15)
S COOPER	(LOT 215)		

**MOTION 9:** It was **resolved** by Special Resolution that the Owners elect more than seven (7) eligible members from nominations presented at the Annual General Meeting held on 18th January 2021 to form the Executive Committee. The following 11 members were elected to form the Executive Committee of Units Plan 4796:

J OLSEN	(LOT 128)	V MOHAMMED	(LOT 254)
T RUGGERI	(LOT 173)	K HAGGSTROM	(LOT 259)
A MACKEY	(LOT 185)	W VANCE	(LOT 280)
J VILD	(LOT 194)	M LYRISTAKIS	(LOT G14)
L DAWEL	(LOT 197)	W LYRISTAKIS	(LOT G15)
S COOPER	(LOT 215)		

**CARRIED.**

**(No Dissent Noted)**



## RULE AMENDMENT

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During the meeting it was proposed that the rule 5 regarding pets (specifically sections b and d) be adjusted to include further amendments. Those amendments were discussed and accepted by those present at the meeting.

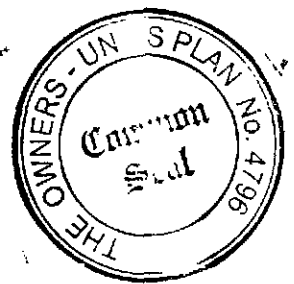
**Motion 10 (Amended):** It was **resolved** that the Owners Corporation agrees by Special Resolution, to replace the Owner's Corporation Rules under Schedule 4 of the Unit Titles (Management) Act 2011 with the following rules to be registered on title by Vantage Strata with Access Canberra:

### Rationale

The current OC Rules were based on the default rules in the UTMA 2011 in operation as of April 2020. On 1 November 2020, new default owners corporation commenced. The changes made to the previous default Rules (new 4(3), new 7 phrase "other than ...rule" and deletion of previous Rules re OC Seal and Recovery of legal fees), reflected changes in the UTMA 2011.

The new proposed OC Rules include the new default rules with the following additions:

- . previous agreed change to Rule 4 to allow EC to give approvals
- . replacement of previously agreed Rule re pets by Rules 5 and 6 (in new default rules) – similar to the previous rule but gives consent to unit owner/occupier to have a pet if the listed conditions are met. In addition pet owners must advise the OC they have a pet in their unit
- . proposed amendments to the default rules including
  - . addition of 7 (2) & (3)
  - . addition of 8 (2)
  - . addition in 10 of the phrase "or within common property"
  - . addition of Rule 13 Parking of vehicles/use of vehicles
  - . addition of Rule 14 re Smoking.



## OWNERS CORPORATION RULES – THE MARK AND PROVENANCE

### 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*.



## 2 Payment of rates and taxes by unit owners

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

## 3 Repairs and maintenance

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

## 4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
  - (a) in accordance with the express permission of the Executive Committee; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (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

## 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; including ensuring the animal is on a leash or caged, whichever is most appropriate.
  - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - (d) the pet owner takes all necessary steps to ensure that the animal does not soil the common property and if it does the pet owner cleans any area of the units plan that is soiled by the animal; and
  - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

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

#### **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

#### **7 Use of common property**

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

(2) Specifically, a unit owner must not:

store any items on the common property;

obstruct the common property;

dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose;

or

hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.

(3) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

#### **8 Hazardous use of unit**

(1) 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.

(2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

#### **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.

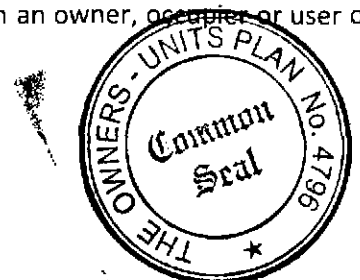
(2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.

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

(4) Permission may be withdrawn by special resolution of the owners corporation.

#### **10 Noise**

(1) A unit owner must not make, or permit to be made, such a noise within the unit, or within common property, 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.

### **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.

### **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 12 (4).

### **13 Parking of vehicles/use of vehicle**

(1) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.

(2) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.

(3) A unit owner must not park or stand any vehicle on common property or permit any invitees of the unit owner to park or stand any vehicle on common property, except with the prior written approval of the Executive Committee where:

permission may be given subject to stated conditions; and

permission may be withdrawn by ordinary resolution of the Executive



(4) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.

(5) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space

#### 14 Smoking

(1) A unit owner must not smoke any cigarette, cigar or other product on the common property or on any other part of the building where smoking is not permitted.

(2) Cigarette smoke from smoking inside a unit should be contained within the unit and should not permeate into the common areas or externally to the unit, where it can cause a nuisance to other residents.

**CARRIED.**  
**(1 opposed)**  
**(0 Abstain)**  
**(16 in Favour)**

## GENERAL BUSINESS

---

### STRATA MANAGER

D Leskovec advised that the Strata Manager T Stekovic is now on maternity leave and will be away for an extended period of time. Until her return S Bakker has stepped in as the Strata Manager for the building and is now the point of contact. S Bakker was to attend the AGM but couldn't as she was unwell.

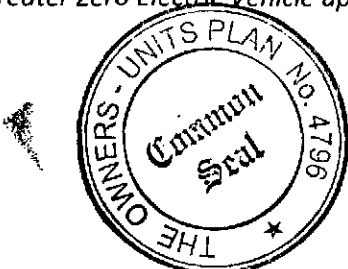
### CCTV

The chairman of the Executive Committee advised in an effort to increase the security at the complex CCTV has been approved to be installed at all main entrances to the building. Should the Owners Corporation wish to expand on security in the future there will be the option to add more cameras in the building.

### ELECTRIC VEHICLE CHARGING

The following motion was submitted by a member of the Owners Corporation for consideration at the Annual General Meeting. Following discussion by the meeting it was agreed to accept the motion.

**MOTION 11:** *It was resolved that the Owners Corporation request the incoming Executive Committee investigate the possibility of introducing electric vehicle charging infrastructure in the Mark / Provenance complex and seek opportunities to take advantage of any financial incentives which may be introduced by the government to support greater Zero Electric Vehicle uptake by businesses and the community sector.*



**CARRIED.**  
**(4 Opposed)**  
**(0 Abstain)**  
**(13 in Favour)**

### **CARS PARKING IN THE CAR WASH BAY**

Owners noted that the same two vehicles were frequently parking in the car washing bay that is available to residents. After general discussion, the meeting agreed this has stopped since the Building Manager put notices on the vehicles advising that the car wash bay was not to be used as a parking space. Should the issue arise again residents should take a photo and advise either the Strata Manager or the Building Manager so a notice can be issued.

### **SWIPE AUDIT**

A query was raised as to whether the swipe card audit that the Strata Manager had proposed was going ahead or completed. D Leskovec advised that Vantage Strata can certainly undertake an audit of the swipe cards and will investigate what action may have already been taken by Tiarna before proceeding. The Manager is to provide an update to the Executive Committee following investigation.

### **PHONE RECEPTION BOOSTER**

Many owners present expressed concern for the lack of phone reception received while inside the building. It was noted that the lack of reception presents as a safety issue to residents for multiple reasons. Owners advised that the Strata Manager was going to investigate the option of installing phone reception boosters in the building, D Leskovec advised that the Manager will follow this up and provide an update to the Executive Committee.

### **EXCESS RUBBISH**

There were many concerns surrounding waste disposal at the complex. Owners noted the following issues:

- Residents are forcing large items down the chutes causing blockages.
- When the rubbish bins are full residents are leaving the rubbish next to the bin or piling it too high.
- The wrong items are being put in the respective rubbish and recycling bins.

Feedback from those present at the meeting was that the waste signs need to be made with larger font and placed at eye level as they are currently difficult to read. It was further suggested that signs and letters be distributed with pictures and in multiple languages.

D Leskovec advised that Vantage Strata has access to waste signs from Access Canberra that come in a range of languages and images that clearly differentiate what items go in what bin. The Manager to arrange the updated signage to be erected around the building.

In the future the Owners Corporation may consider expanding on the security infrastructure in the building to include more cameras and a swipe reader on the bin room doors for the purpose of identifying residents not disposing their waste correctly. These options to be considered by the incoming Executive Committee.

### **MEETING CLOSURE**

There being no further business the meeting was closed at **6:57PM**.



## UP 4796

# THE MARK AND PROVENANCE

2 Batman Street, BRADDON, ACT 2612

## OWNERS CORPORATION RULES

### Rules UP4796

#### 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.

#### 2. Payment of rates and taxes by unit owners

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

#### 3. Repairs and maintenance

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

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

#### 4. Erections and alterations

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

a) in accordance with the express permission of 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 by the Executive Committee in giving permission under (1).

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



## 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—
  - c) 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
  - d) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; including ensuring the animal is on a leash or caged, whichever is most appropriate.
  - e) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - f) the pet owner takes all necessary steps to ensure that the animal does not soil the common property and if it does the pet owner cleans any area of the units plan that is soiled by the animal; and
  - g) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- 2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

## 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

## 7. Use of common property

- 1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 2) Specifically, a unit owner must not:
  - a) store any items on the common property;
  - b) obstruct the common property;
  - c) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
  - d) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- 3) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

## 8. Hazardous use of unit

- 1) 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.
- 2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

## 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.



## 10. Noise

- 1) A unit owner must not make, or permit to be made, such a noise within the unit, or within common property, 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.

## 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.

## 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 12 (4).

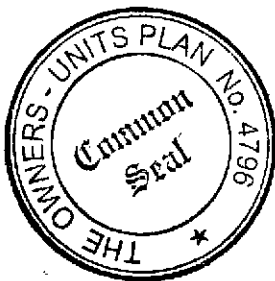
## 13. Parking of vehicles/use of vehicle

- 1) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- 2) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.
- 3) A unit owner must not park or stand any vehicle on common property or permit any invitees of the unit owner to park or stand any vehicle on common property, except with the prior written approval of the Executive Committee where:
  - a) permission may be given subject to stated conditions; and
  - b) permission may be withdrawn by ordinary resolution of the Executive.
- 4) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 5) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be recorded to allow entry to the car space.



#### 14. Smoking

- 1) A unit owner must not smoke any cigarette, cigar or other product on the common property or on any other part of the building where smoking is not permitted.
- 2) Cigarette smoke from smoking inside a unit should be contained within the unit and should not permeate into the common areas or externally to the unit, where it can cause a nuisance to other residents.





Access Canberra



32 24/04/2025 10:09:09 McCa J

Chief Minister

3380132

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Capital Settlement Services	Gerry@settlementservices.com.au	Grady	0418662109

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2439:70	Braddon	62	1	4796

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
House Rules	12.02.25

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

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

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

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

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

Signed By: Cara Lea Grady

<Name of certifying party> Grady Strata & Facilities

<Capacity of certifying party> Strata Manager

for: <Company name> Grady Strata & Facilities  
on behalf of the Registered Proprietor/Managing Agent

WITNESS: Mr. LEZARD ELLEM

OFFICE USE ONLY		VOI category 3 sighted LMT - 01/05/2025	
Lodged by		Annexures/Attachments	Minutes/ <del>Resolution/Motion</del> /Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	01/05/2025



**ANNEXURE**

*Land Titles Act 1925*

Form 029 - ANN

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration <small>(Only complete is if requesting transactions not be aggregated)</small>
2439:70	Braddon	62	1	0	

ANNEXURE TO <small>(insert dealing type)</small>	TOTAL NUMBER OF PAGES IN ANNEXURE
094 - SR	14

PARTIES TO DOCUMENT <small>(Please state all parties this annexure relates to/supports)</small>
The owners - unit plan No. 4796

**ANNUAL GENERAL MEETING MINUTES  
NOTIFICATION OF REDUCED QUORUM DECISIONS  
THE MARK AND PROVENANCE  
UNITS PLAN 4796  
47 CURRONG STREET, BRADDON, ACT, 2612**

Held At Ainslie Art Centre located at 30 Elouera Street, Braddon on **Wednesday 12<sup>th</sup> February 2025 at 5:30 pm** As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Present (In-Person):**

<b>Lot</b>	<b>Unit</b>	<b>Representatives</b>
59	330	Dianne Gbel
74	412	Lachlan J Elliott
107	514	Adam John Wicks & Hatley Amanda Wicks
136	612	Sam Hok Sum Lam
178	804	Katarzyna & Waldemar Rudzik
180	901	Robert Alan Enright
181	902	The Whiting Family Co ATF The Whiting Property Trust
185	1001	Andrew P Mackey
193	1104	Hailey Rae Musgrove
195	G1	B K Carlsund & D A Carlsund
204	G10	Saihui Wang & Ying Hao Tou
214	G20	Denisse & Gerard Yvanovich
215	101	Shelley Christine Cooper
216	102	Kirsten Brorsen
235	121	John K Heaney
236	122	Rodney Lambert
254	218	Vana Tark
263	305	Jun Ma
280	322	Warwick Michael Vance & Kerry Joy Cambridge
281	401	Daniel Connell & Gail Winkworth
286	406	Xinwen He
294	414	J Wharton & K Wharton
321	603	Jingyun Wu
313	511	Susan Jane Mickleburgh
336	G3	Parth Shah
337	G4	Parth Shah
351	G18	Sim Fam 2 Pty Ltd

**Proxies:**

Lot	Unit	Representative	Appointing	Lot	Unit
194	1105	John B Vild	Shelley Cooper	215	101
193	1104	Hailey Rae Musgrove	Susan Muscgrove	193	1104
198	G04	Inga Allen, Franziska & Sylvia Mandl	Denisse Yvanovich	214	G20
199	G05	Sylvia A Mandl	Denisse Yvanovich	214	G20
222	108	Nigarish N Haider	Denisse Yvanovich	214	G20
224	110	A C & M L Tarry	Denisse Yvanovich	214	G20
231	117	Keydan Bruce & Farzana Choudhury	Denisse Yvanovich	214	G20
250	214	Rashmi Sindhu Chary	Rod & Anne Lambert	236	122
259	301	Barbara Haggstrom	Shelley Cooper	215	101

**Absentee Voting Forms: N/A**

**Apologies: N/A**

**Grady Strata & Facilities Representatives:** Michael Grady, Thomas Cubbin & Mark Terracini

The managing agents, Mr Michael Grady & Mr Thomas Cubbin of Grady Strata & Facilities, welcomed members of the Owners Corporation into the meeting. Each member was informed that votes would be cast by raising the voting paddles for each motion.

Mrs. Shelley Cooper assumed the position of Chair as the current Chair of the Executive Committee.

The managing agent advised at 5:30pm that a quorum had not been achieved and therefore the meeting would officially commence at 6:00pm.

The managing agent gave an overview of operational and financial milestones over the last 12 months, a general update on the status of defects, upcoming works related to them and an overview of long-term goals identified from the time Grady Strata & Facilities took over management on Wednesday 18<sup>th</sup> December 2024. The meeting commenced at 6:00pm.

**Motion 1: Minutes of General Meeting 18 November 2024 (Ordinary Resolution)**

*Motion 1: "That the Owners Corporation adopt the minutes of the 18 November 2024 General Meeting as provided."*

**Motion Carried**

**Motion 2: Financial Statements (Ordinary Resolution)**

*Motion 2: "That the Owners Corporation adopt the audited financial statements for the financial year ended 31<sup>st</sup> December 2024."*

As the audited financials were distributed a few days before the meeting, Mr Michael Grady highlighted some key points to those present. It was noted that the Owners Corporation came in slightly under their budgeted expenditure and stated that there were no notable concerns.

**Motion Carried**

**Motion 3: Sinking Fund Plan Adoption (Ordinary Resolution)**

*Motion 3: "That the Owners Corporation agree to adopt the Sinking Fund Plan from QIA Group dated 17 May 2024 and as supplied with the 2025 Annual General Meeting Package."*

As treasure for the year that was, Warwick Vance briefly discussed the Sinking Fund Forecast, and the amendments requested to QIA to have a accurate starting point for capital works for the next several years.

*Motion Carried*

**Motion 4 Amended: Administration Fund Split Owners Corporation Rule (Special Resolution)**

*Motion 4: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules to include Administration Fund Split as follows:*

*The Mark building (Units Plan 4796) is comprised of both residential and commercial units. The Owners Corporation agree that commercial units raise moneys to cover any additional services required that only benefit commercial unit owners, as such residential owners would NOT contribute to these services:*

- *Grease trap maintenance and clearing.*
- *Cleaning of the level one bathroom.*
- *Sanitary bin cleaning within the bathrooms.*

*As a commercial units purpose clause may vary subject to each tenancy, maintenance and contributions related to the Grease Trap will be as follows:*

- (a) The Owners Corporation determine a schedule for the maintenance and clearing of the grease traps to ensure compliance with relevant legislative requirements.*
- (b) Despite (a), the commercial unit owners connected to each grease trap are responsible for the costs associated with the ongoing maintenance and clearing of the grease trap.*
- (c) Despite (a) the cost of ongoing maintenance and clearing of the grease trap will be shared equally between all commercial units that are connected to the grease trap.*

*The levies for which are to be calculated based on total unit entitlement for each additional service and those units participation and requirement of each service. A example of this is shown below.*

*Grease Trap Users (Lots 335, 339, 340, 342, 349)  
Total unit entitlement aggregate = 2029*

*Commercial units' level one (Lots 353 - 359)  
Total unit entitlement aggregate = 1734*

*Commercial units The Mark (Lots 334 – 351, 353 – 359)  
Total unit entitlement aggregate = 8512*

To calculate levies each individual commercial owner the following formula is used respective to each additional service:

Admin Fund levy formula for commercial units

$$A = \frac{B \times C}{D} + \frac{E \times C}{F} + \frac{G \times C}{H}$$

Where:

A = Admin Fund levy payable per relevant lot

B = Admin Fund levy Grease Trap total (\$)

C = unit entitlement (of relevant unit)

D = total Grease Trap entitlement aggregate

E = Admin Fund levy Level One total (\$)

F = total Level One entitlement aggregate

G = Admin Fund levy The Mark Commercial total (\$)

H = total The Mark Commercial entitlement aggregate

**Motion Carried by Special Resolution**

**Motion 5: 2025 Administrative Fund Budget & Levy (Ordinary Resolution)**

*Motion 5: "That the Owners Corporation RESOLVE to adopt an administrative budget of \$1,238,642 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."*

The meeting noted that the Admin Fund levies are proposed to increase by approximately 9.17%, whilst the overall levies in the combined admin fund and sinking fund would only increase slightly due to cost efficiencies in the Sinking Fund.

**Motion Carried**

**Motion 6: Grease Trap Budget & Levy (Special Resolution)**

*Motion 6: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a Grease Trap budget of \$7,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 335, 339, 340, 342 and 349 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."*

**Motion Carried by Special Resolution**

**Motion 7: The Mark Sanitary Services Budget & Levy (Special Resolution)**

*Motion 7: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for The Mark sanitary services of \$5,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 334 – 351 and Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."*

**Motion Carried by Special Resolution**

**Motion 8: Level One Commercial Bathroom Cleaning Budget & Levy (Special Resolution)**

*Motion 8: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for cleaning of the Level one commercial bathroom of \$10,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."*

*Motion Carried by Special Resolution*

**Motion 9: Sinking Fund Budget & Levy (Ordinary Resolution)**

*Motion 9: "That the Owners Corporation RESOLVE to adopt the proposed Sinking Fund expenditure budget of \$58,347.75 (plus GST) and that a contribution of \$141,500 (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 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."*

*Motion Carried*

**Motion 10: Executive Committee Election (Special Resolution)**

*Motion 10: "That the Owners Corporation agree to create 8 Executive Committee Positions and appoint the below owners to stand as Executive Committee members until the next Annual General Meeting".*

Lot	Unit	Representative
280	322	Warwick Michael Vance
215	101	Shelley Cooper
236	122	Rodney Lambert
263	305	Jun Ma
214	G20	Denisse Yvanovich
336	G03	Parth Shah
185	1001	Andrew P Mackey
180	901	Robert Alan Enright

*Motion Carried by Special Resolution*

## ONGOING MAINTENANCE

The meeting **noted** that the maintenance plan drafted by QIA Group provides for monthly, quarterly, 6-monthly, annually and a longer-term maintenance schedule and a description of the type of maintenance required to each asset. A copy of the maintenance plan is available via the Owners Portal or on request via email to Grady Strata.

## FIRE SAFETY REVIEW

The meeting **noted** that the buildings fire equipment and assets are presently being serviced in accordance with the relevant Australian Standards by 360 Degree Fire. Fire equipment and infrastructure recorded as non-compliant with the standards are assessed as to whether they are a construction defect or failures post-construction before approval for remediation or otherwise.

## DEFECTS PROJECT AND NEW STRUCTURAL DEFECTS

As Chairperson for the year that was and for the purpose of the meeting, Shelley Cooper noted the progress of pursuing rectifications to building defects matters. Shelley reported that the EC had looked at most defects in all accessible common areas (other than defects it could obviously not form any view on eg membrane issues) and conducted a desktop review of all lot defects. As the alleged defects for both encompass a very high number of potential defects (over 1500 line items many of which many are recurring issues), and based on legal advice provided to the EC re options for managing this and discussed at the Town Hall meeting in November 2024, the EC has agreed to pursue a consolidated 'priorities list' referring to critical defects. This list has a focus on waterproofing and water leaks, structural issues, defects related to fire safety particularly passive fire defects within the property and finally air conditioning, exhausts, vents, and extraction fans in wet areas.

The meeting requested Owners to submit any new defect potentially of a structural nature within their unit eg water ingress, with the developer and builder, copied to Grady. This will streamline the list of defect rectification requests and assist in speeding up the repair process. Further clarification was provided at the meeting about the budgeted expenditure of 70k towards legal fees, and how it assists in progressing the above-mentioned defect rectifications, noting that this is based on an estimate of costs provided by Sparke Helmore Lawyers.

### **Motion 11: Insurance Renewal (Ordinary Resolution)**

*Motion 11: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy in consultation and via instruction from the Executive Committee."*

The practice of how Strata Management companies obtain their commissions for Owners Corporation insurance renewals, their policies and processes about disclosure in the ACT was noted. Owners were urged to submit their own applications online to encourage legislation change in this area.

*Motion Carried*

### **Motion 12: Contractual Amendment – Energy Locals (Special Resolution)**

*Motion 12: "That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to the amend the EnergyLocals Network Services Agreement dated 01/08/24 by way of execution of the Deed of Amendment attached to the 2025 Annual General Meeting Package. For the avoidance of doubt, the Executive Committee are authorized to affix the Common Seal and sign the Deed as approved by Owners at this meeting."*

Mr Michael Grady further discussed the nature of the Deed with Energy Locals, and further discussions between Energy Locals and Grady Strata & Facilities management regarding an additional deed amendment related to the hot water systems.

*Motion Carried by Special Resolution*

## GENERAL BUSINESS

### **Motion 13: Amendment Of Rules – Investment Of Fund Delegation (Special Resolution)**

*Motion 13: "That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to amend the Rules of UP4796 to insert the following:*

*The Owners Corporation delegates authority under Section 69 of the Unit Titles (Management) Act 2011 to the Executive Committee to invest funds held by the Owners Corporation in Term Deposits with major financial institutions as may be deemed necessary by the Executive Committee from time-to-time."*

*Motion Carried by Special Resolution*

## OTHER BUSINESS

### **Bollards**

The nature of the bollards along the external of the grassed area and their return on investment was discussed. Liability for damage and maintenance to the bollards were posed. Considerations for this to remain open and potential for it to be defined as a 'public space'. It was also mentioned that resources were better spent to block off or restrict access between the laneway that connects the mark and provenance buildings.

### **EV Charging**

The meeting noted that a sub-committee is being constructed from within the OC for the purposes of considering overall electrification of the building (de-gassing and EV charging infrastructure). Future notices will be issued to canvas expressions of interest. Further details regarding the Electrification Pilot through the ACT Government were provided, with the EC to consider whether it lodges an application to this pilot program, which provides a potential low-cost assessment of electrification pathways and infrastructure changes for the OC.

### **Bin Room Access**

It was **proposed** that all permanent residents are provided with access to the bin rooms. Accessibility options were discussed fob, swipe, or a pin code. It was **informally agreed** that a system where residents can register for access to the bin room for limited durations swipe access, example of 24-48 hour access to a unit specific swipe card. CXI will confirm the capabilities of this with the EC. The intent behind this is to assist with disposal of large items

### **Lift Well Signage**

It was agreed that the Executive Committee would expend up to \$2,000.00 for the purpose of wayfinding signage located in each of the lift wells to clearly show the street numbers of 43 , 47 , 2 & 45.

### **Intercom & Security**

The capability of some of the Intercom's systems at the complex may allow for pin-codes to provide building access. This needs to be investigated further as security awareness should be communicated.

*Secretarial note: Grady Strata and Facilities management are to investigate how many units at the complex are rented out as Airbnbs.*

### **Carpark Driveway Entrance**

Owners identified some issues with the driveway 'Founders Lan' specifically that vehicles parking outside the basement is restricting safe access in and out of the building as well as non-residents utilizing the lane to cut through the building, sometimes at excessive speeds. To assist with fixing these issues, it was informally agreed that the Executive Committee would investigate options and the suitability that Founders Lane be changed to facilitate 'one way' passage only and the BM will resume further activity in this location in the interim to deter inappropriately located vehicles. It was proposed that all vehicles would enter through Batman Street and exit into Ainslie Avenue. Grady Strata and Facilities management will investigate potential road pathway changes and any necessary approvals and changes to traffic management plans with Access Canberra.

### **Notice Boards.**

A request to install Community Notice Boards was put forward. The executive committee will consider options and locations within building entrances and lobby areas. It was noted that the community notice boards are to be kept separate to notices from Strata Management

**Meeting closed at 7:38pm**



# UP 4796

## THE MARK AND PROVENANCE

2 Batman Street, BRADDON, ACT 2612 OWNERS

CORPORATION RULES

### Rules UP4796

#### 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.

3) In these rules, **unit** includes balconies, carspaces and storage cages.

#### 2. Payment of rates and taxes by unit owners

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

#### 3. Repairs and maintenance

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

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

#### 4. Erections and alterations

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

a) in accordance with the express permission of 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 by the Executive Committee in giving permission under (1).

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



## **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—
  - c) 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
  - d) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; including ensuring the animal is on a leash or caged, whichever is most appropriate.
  - e) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - f) the pet owner takes all necessary steps to ensure that the animal does not soil the common property and if it does the pet owner cleans any area of the units plan that is soiled by the animal; and
  - g) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
  
- 2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

## **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

## **7. Use of common property**

- 1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 2) Specifically, a unit owner must not:
  - a) store any items on the common property;
  - b) obstruct the common property;
  - c) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
  - d) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- 3) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

## **8. Hazardous use of unit**

- 1) 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.
- 2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

## **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.



## 10. Noise

- 1) A unit owner must not make, or permit to be made, such a noise within the unit, or within common property, 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.

## 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.

## 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 12 (4).

## 13. Parking of vehicles/use of vehicle

- 1) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
  - a) permission may be given subject to stated conditions; and
  - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 4) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.



#### **14. Smoking**

- 1) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance on common property.
- 2) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier or visitor in another unit.

#### **15. Storage**

To ensure compliance with fire standard AS2118.1 1999 in relation to sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

#### **AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers**

*Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) ( a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall at all times be accessible to water discharged from the sprinklers.*

#### **16. Security of the common property**

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.
- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
  - a) Ensure fire and security doors are locked or closed when they are not in use
  - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

#### **17. Commercial Units**

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 5) Rules in this section are not to the exclusion of any other Rule



## 18. Insurance

- (a) The Executive Committee recommends all Unit owner or Occupiers maintain up to date insurance policies such as contents insurance, and motor vehicle insurance policies.
- (b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.

### Insurance Premiums – Obligation of Owners

- (a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.
- (b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.

### Owner Liable:

- (a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.
- (c) In the event an Owner or Occupier in breach of these rules, by a wilful or negligent act or omission or a breach of the owners corporation's rules by a member of the owners corporation or an occupier of a member's unit, has caused an Owners Corporation to lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand

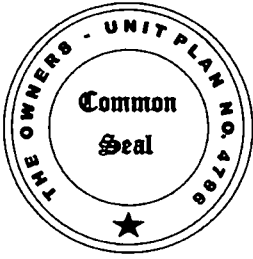
## 19. Split Budget Rules

*The Mark building (Units Plan 4796) is comprised of both residential and commercial units. The Owners Corporation agree that commercial units raise moneys to cover any additional services required that only benefit commercial unit owners, as such residential owners would NOT contribute to these services:*

- Grease trap maintenance and clearing.
- Cleaning of the level one bathroom.
- Sanitary bin cleaning within the bathrooms.

*As a commercial units purpose clause may vary subject to each tenancy, maintenance and contributions related to the Grease Trap will be as follows:*

- (a) *The Owners Corporation determine a schedule for the maintenance and clearing of the grease traps to ensure compliance with relevant legislative requirements.*



- (b) Despite (a), the commercial unit owners connected to each grease trap are responsible for the costs associated with the ongoing maintenance and clearing of the grease trap.
- (c) Despite (a) the cost of ongoing maintenance and clearing of the grease trap will be shared equally between all commercial units that are connected to the grease trap.

The levies for which are to be calculated based on total unit entitlement for each additional service and those units participation and requirement of each service. A example of this is shown below.

Grease Trap Users (Lots 335, 339, 340, 342, 349)  
 Total unit entitlement aggregate = 2029

Commercial units' level one (Lots 353 - 359)  
 Total unit entitlement aggregate = 1734

Commercial units The Mark (Lots 334 - 351, 353 - 359)  
 Total unit entitlement aggregate = 8512

To calculate levies each individual commercial owner the following formula is used respective to each additional service:

Admin Fund levy formula for **commercial units**

$$A = \frac{B \times C}{D} + \frac{E \times C}{F} + \frac{G \times C}{H}$$

Where:

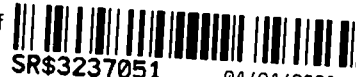
- A = Admin Fund levy payable per relevant lot
- B = Admin Fund levy **Grease Trap** total (\$)
- C = unit entitlement (of relevant unit)
- D = total **Grease Trap** entitlement aggregate
- E = Admin Fund levy **Level One** total (\$)
- F = total **Level One** entitlement aggregate
- G = Admin Fund levy **The Mark Commercial** total (\$)
- H = total **The Mark Commercial** entitlement aggregate



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Chief



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

LOGGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Vantage Strata	PG-Box 919 DICKSON ACT 2602	1800 878 728

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2439:70	BRADDON	62	1	4796

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

THE OWNER'S CORPORATION RULES ARE TO BE AMMENDED IN ACCORANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 7th February 2023 AND RESOLVED BY THE OWNERS CORPORATION

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

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

Signed By:

Daniel Kade Leskovec  
Branch Manager - Employee

Melissa Coles  
Office Manager - Employee

for: Vantage Strata  
on behalf of the Registered Proprietor/Managing Agent

--

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	AS	Registration Date	18/04/2023

self rep pack sighted cat 1



**UP 4796**

# **THE MARK AND PROVENANCE**

**2 Batman Street, BRADDON, ACT 2612**

## **OWNERS CORPORATION RULES**

### **Rules UP4796**

#### **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.

3) In these rules, **unit** includes balconies, carspaces and storage cages.

#### **2. Payment of rates and taxes by unit owners**

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

#### **3. Repairs and maintenance**

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

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

#### **4. Erections and alterations**

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a) in accordance with the express permission of 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 by the Executive Committee in giving permission under (1).

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



## **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—
  - c) 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
  - d) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; including ensuring the animal is on a leash or caged, whichever is most appropriate.
  - e) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - f) the pet owner takes all necessary steps to ensure that the animal does not soil the common property and if it does the pet owner cleans any area of the units plan that is soiled by the animal; and
  - g) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
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- 2) Specifically, a unit owner must not:
  - a) store any items on the common property;
  - b) obstruct the common property;
  - c) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
  - d) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- 3) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

## **8. Hazardous use of unit**

- 1) 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.
- 2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

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



## 10. Noise

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

## 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 12 (4).

## 13. Parking of vehicles/use of vehicle

- 1) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
  - a) permission may be given subject to stated conditions; and
  - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 4) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.



#### **14. Smoking**

- 1) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance on common property.
- 2) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier or visitor in another unit.

#### **15. Storage**

To ensure compliance with fire standard AS2118.1 1999 in relation to sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

#### **AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers**

*Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) ( a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall at all times be accessible to water discharged from the sprinklers.*

#### **16. Security of the common property**

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.
- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
  - a) Ensure fire and security doors are locked or closed when they are not in use
  - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

#### **17. Commercial Units**

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 5) Rules in this section are not to the exclusion of any other Rule



# 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 4796**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 7/02/2023

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

**Regularly convened**

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

**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
7/02/2023	As per 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.

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



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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

---

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

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

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

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

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

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

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



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

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

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

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

The petition must—

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

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

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

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

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



**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS' UNITS PLAN NO. UP 4796  
'THE MARK & PROVENANCE'**

**2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG STREET NORTH, BRADDON,  
ACT 2612**

**Venue:** Zoom Teleconference  
**Date:** Tuesday 7th, February 2023  
**Time:** 6.00pm

**Attendees:**

M CHU (LOT125)	J VILD (LOT 194)
J OLSEN (LOT 128)	K & B HAGGSTROM (LOT 259)
A MACKEY (LOT 185)	L LEE (LOT 209)
A RUGGERI (LOT 173)	R LAMBERT & A CAHILL LAMBERT (LOT 236)
D & G YVANOVIC (LOT 214)	R CHARY (LOT 250)
H MUSGROVE (LOT 193)	K LEE & B CHU (LOT 121)
J & M MCGAHE (LOT228)	S COOPER (LOT 215)
J CRITCHLEY BEHALF OF E CRITCHLEY (LOT 69)	V TARK (LOT 254)
J KEANEY (LOT 235)	W. VANCE & K. CAMBRIDGE (LOT 280)
J MA (LOT 263)	
J SIMPSON (LOT 351)	

**Proxies:** Elizabeth J Critchley (LOT 69) to Josh Critchley  
Lachlan John Vild (LOT 179) to John B Vild (LOT 179)

**Absentee's:** D N & A E Trowbridge (LOT 145)

**Apologies:** D N & A E Trowbridge

**In Attendance:** T. Stekovic- Strata Manager  
R. Low – Admin Support

**Quorum:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).



**Secretarial Note:** Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

## CHAIRPERSON, PROXIES AND APOLOGIES

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It was resolved that S Cooper be noted as Chairperson for the purpose of the meeting. Noting a reduced quorum, the meeting officially opened at 6:00pm. Proxies and apologies are noted above.

## CHAIRPERSON REPORT

The Chairperson noted key issues in the report. A Cahill-Lambert, V. Tark and D Yvanovic requested that their disagreement with the sentence "As has been reiterated on a number of occasions it was never the intention to actively prosecute the claim" be recorded. For clarification, the Chairperson notes the following words could have been added to that sentence "unless an out-of-court settlement is not reached".

## ADOPTION OF MINUTES

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**MOTION 1:** That the minutes of the Previous General Meeting on 5<sup>th</sup> July 2022 be confirmed.

**CARRIED**

## INSURANCE

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The insurance cover held by the Owners Corporation is summarized below:

Insurance Company / Policy Number	Strata Unit Underwriters / 06S8039816
Renewal Date	04/10/2023
Building Sum Insured	\$135,000,000.00
Public Liability Sum Insured	\$20,000,000.00
Office Bearers Liability Sum Insured	\$5,000,000.00
Excess on Claims	Excesses:



# VANTAGE STRATA

BUILDING ▲ TRUST

	<p>Section 1 \$ 20,000 bursting, leaking, discharging, or overflowing of pipes and/or apparatus and any resultant damage.</p> <p>Section 1 \$ 20,000 all water damage claims</p> <p>Section 1 \$ 2,500 all other claims + as per policy wording</p> <p>Section 2 \$ 2,500 all claims</p> <p>Section 3 \$ 2,500 all claims</p> <p>Section 11 \$ 2,500 all claims</p>
--	---

### Insurance Valuation

**Dated:** 16<sup>th</sup> January 2023  
**Prepared By:** QIA Group Pty Ltd  
**Recommended Insurance Value:** \$175,340,000

**MOTION 2 (Special Resolution): (Amended)** That the Owners Corporation accept the insurance valuation of \$175,340,000 dated 16<sup>th</sup> January 2023 and increase insurance coverage to that amount and authorise the executive committee by special resolution.

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

It was agreed that the strata manager circulates information on insurance commission received to all owners

Note: Insurance commissions received by vantage to date are as follows:

2020-2021 - \$10,086.62 + GST

2021-2022 - \$12,257.13 + GST

2022-2023 - \$14,634.30 + GST



(0% Opposed)  
 (0% Abstain)  
 (100% in Favour)

**CARRIED**

## FINANCES

---

**MOTION 3:** That the financial accounts for the period **19/12/2021- 18/12/2022** as presented be accepted.

**CARRIED**

**MOTION 3a:** That the Audited financial accounts for the period **19/12/2020- 18/12/2021** as presented be accepted.

**CARRIED**

## AUDITED FINANCIALS

---

**MOTION 4:(Amended)** That upon conclusion of the current financial year, the Owners Corporation authorise the Executive Committee to have the financial statements audited and then have the audited financials together with the audit report, presented at the next Annual General Meeting for adoption.

**CARRIED**

## CHANGE OF FINANCIAL YEAR

**MOTION 5:** That the Owners Corporation agree to change the financial year for Units Plan 4796 to align with the calendar year so that it ends on 31 December not 18 December.

**CARRIED**

## SPECIAL PRIVILEGE COMMERCIAL UNITS

**Motion 6: (Amended)** That the Owners Corporation of UP4796 by Special Resolution adopt a Unit Service Schedule budget to undertake additional bathroom cleaning for commercial units on level one in the Mark units ie 102,103,104,105,106,107 and 108 to the amount of \$10,000 plus GST for the period 19/12/2022 – 31/12/2023 and that a contribution be determined to the Administration Fund equal to that budget, to be contributed by those lot units in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023 and 12<sup>th</sup> November 2023.

**CARRIED**

**Motion 6a: (Amended)** That the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for sanitary bins for all commercial units in the Mark to the amount of \$5000 plus GST for the period 19/12/2022 – 31/12/2023 and that a contribution be determined to the Administration Fund equal to that budget



, to be contributed by all commercial unit owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023 and 12<sup>th</sup> November 2023

**CARRIED**

## **BUDGET DISCUSSION**

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### **ADMINISTRATION FUND**

**MOTION 7: (Amended)** That the Administration Fund budget of \$1,048,884.00 plus GST for the period 19<sup>th</sup> December 2022 – 31<sup>st</sup> December 2023 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget plus GST to be contributed by owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023 and 12<sup>th</sup> November 2023

It was also agreed that the item “parcel lockers” in the proposed budget be deleted and the amount (\$40,000) be included in the “Contingency” item.

**CARRIED**

### **SINKING FUND CONTRIBUTION**

**MOTION 8:** That a contribution of \$223,942.00 plus GST as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period 19<sup>th</sup> December 2022 – 31<sup>st</sup> December 2023 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023, and 12<sup>th</sup> November 2023

#### **Sinking Fund Report**

**Dated:** 24 November 2020

**Prepared By:** QIA Group Pty Ltd

**Date to Be Reviewed:** November 2025

**CARRIED**

## **DEFECTS PROJECT**

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**MOTION 9:** That the Owners Corporation (OC) approve Executive Committee expenditure of \$ \$43,266. from August to December 2022 for the legal advice and support by Sparke Helmore Lawyers in relation to the proceedings against Chase Building Group (Canberra) Pty Ltd (Chase) in relation to building defects in UP 4796 (OC).

**CARRIED**

**MOTION 10:** That the Owners Corporation note the actions taken by the Executive Committee (EC) on the owner’s behalf in relation to the proceedings against Chase (refer Motion 9 above) since July 2022 and agree that



the EC continue to seek settlement of the case which may include agreeing in principle to a settlement deed which must then be put to the OC at a GM for approval.

**CARRIED**

**MOTION 11:** That the Owners Corporation accept the terms of a Deed of Settlement contained in a letter dated (insert date) from (insert Lawyers names).

**DEFERRED**

**MOTION 12:** That the Owners Corporation resolve by Special Resolution to change the purpose of the Special Levy resolved to be raised at a General Meeting on 5 July 2022 to cover costs associated with the execution of the Deed of Settlement.

**DEFERRED**

**MOTION 13 AMENDMENT OF PREVIOUS SPECIAL RESOLUTION (Special Levy):** That the Owners Corporation of UP4796 resolves by Special Resolution to collect the special levy agreed to at the General Meeting held on 5 July 2022 of \$100,000 plus GST to cover the currently estimated costs of the court proceedings up to final hearing if the claim needs to be served, as well as any other expert reports such as an acoustic engineers report. The contribution is to be raised to a special purpose fund equal to the sum of the special levy plus GST, to be paid in accordance with unit entitlements, payable in 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023 and 12<sup>th</sup> November 2023

**(5% Opposed)**  
**(0% Abstain)**  
**(95% in Favour)**

**CARRIED**

## EXECUTIVE COMMITTEE ELECTION

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**MOTION 14:** That the Owners Corporation Owners by Special Resolution elects an Executive Committee (7 or more) members from nominations of eligible members including the following 10 (all who nominated).

A RUGGERI (LOT 173)

J VILD (LOT 179)

A MACKEY (LOT 185)

D YVANOVIC (LOT 214)

S COOPER (LOT 215)

A CAHILL LAMBERT (LOT 236)

V TARK (LOT 254)

J MA (LOT 263)

W VANCE (LOT280)

B. LYRISTAKIS (LOT 347)

**CARRIED**



## CONTRACTS AND SERVICE AGREEMENTS

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**MOTION 15:** That the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.

**CARRIED**

## RULE AMENDMENTS

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**Note:** It was agreed that the proposed changes to the "Owner's Corporation Rules" will be individually voted on. The new proposed OC Rules includes existing rules with the following additions:

**Motion 16:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by amending the existing Rule 13 as follows (Changes/additions shown in yellow:

### Parking of vehicles/use of vehicle.

- 1) A unit owner must not park, stand, or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand, or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
  - a) permission may be given subject to stated conditions; and
  - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 4) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.

**CARRIED.**  
**(5% Opposed)**  
**(0% Abstain)**  
**(95% in Favour)**

**Motion 16a:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by amending the existing Rule 14 as follows (Changes/additions shown in yellow:



**Smoking**

1. A unit owner must not smoke or vape any substance or permit an occupier of their unit or a visitor to smoke any substance on common property.
2. A unit owner must not smoke or vape any substance or permit an occupier of their unit or a visitor to smoke or vape any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier, or visitor in another unit.

**CARRIED.**  
**(5% Opposed)**  
**(5% Abstain)**  
**(90% in Favour)**

**Motion 16b:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

**Balconies**

A unit owner must not do the following, or permit the following to be done, in relation to the balconies that are part of their unit:

1. place screening, frosting etc. onto balcony railings/balustrades.
2. drape rugs, mats, sheets, blankets, clothing, or other items over balcony railings/ balustrades.
3. rest pot plants, ornaments, candles, or other items on top of balcony walls.

**FAILED**  
**(30% Opposed)**  
**(0% Abstain)**  
**(70% in Favour)**

**Motion 16c:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

**Storage Cages**

To ensure compliance with Australian Standard AS2118.1 1999 re the operation of sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) ( a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall always be accessible to water discharged from the sprinklers.

**CARRIED**  
**(5% Opposed)**  
**(0% Abstain)**  
**(95% in Favour)**



**Motion 16d:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

***Security of the common property***

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.

**CARRIED.**  
**(25% Opposed)**  
**(5% Abstain)**  
**(70% in Favour)**

- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
  - a) Ensure fire and security doors are locked or closed when they are not in use.
  - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

**CARRIED.**  
**(10% Opposed)**  
**(0% Abstain)**  
**(90% in Favour)**

**Motion 16e:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

***Commercial Units***

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 4) Rules in this section are not to the exclusion of any other Rule.

**CARRIED.**  
**(0% Opposed)**  
**(0% Abstain)**  
**(100% in Favour)**



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**GENERAL BUSINESS**

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There being no further business the meeting was closed at **8:15PM**.





Access Canberra

Chief Minister



SPECIAL RESC

3301624

094 - SR	Settlements ACT GPO Box 2193 CANBERRA ACT 2601	Land Titles Act 1925
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LODGING PARTY DETAILS	Tel: (02) 6185 1912 E: settlements.act@bigpond.com
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Name	Email Address	Contact Telephone Number	Customer Reference Number
Vantage Strata	info@vantagestrata.com.au	1800 878 728	UP4796

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2439:70	BRADDON	62	1	UP4796

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
THE OWNER'S CORPORATION RULES ARE TO BE AMMENDED IN ACCORANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 07TH FEBRUARY 2024 AND RESOLVED BY THE OWNERS CORPORATION	07/02/2024

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

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

Signed By:   
 Daniel Kade LESKOVEC  
 BRANCH MANAGER

Witnessed By:   
 Carmel FISCHER  
 ADMINISTRATION MANAGER

for: Vantage Strata  
 on behalf of the Registered Proprietor/Managing Agent

--

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	08/03/2024





## 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 4796

A2 General meeting

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 7 February 2024

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

**Regularly convened**

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

**Convened after  
adjournment**

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



AF2012-112 made under the Unit Titles (Management) Act 2011, s 146

Unauthorised version prepared by ACT Parliamentary Counsel's Office



### A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
7 February 2024	See attached minutes

### A4 Owners corporation declaration

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

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

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



## NOTICE OF REDUCED QUORUM DECISIONS

### Part B General information

---

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

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

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

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



point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).

- At a regularly-convened general meeting, a *reduced quorum* means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2),



part 3.1, schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

*Reduced quorum decisions—adjournment following quorum trouble*

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



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

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

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

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

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

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

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

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

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

BUILDING ▲ TRUST

## MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF UP 4796 'THE MARK & PROVENANCE FOUNDERS LANE' 2 Batman Street, BRADDON, ACT, 2612

**Venue:** 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

**Date:** Wednesday, 7 February 2024

**Time:** 05:30 PM

**Present:**

Venkatesh P Krishnamurthy & (Lot 84)	Owner present
Viragini Venkatesh	
Jun Ma (Lot 85)	Proxy present
Andrew Langler & Casey- (Lot 94)	Owner present
Anne Langler	
Jun Ma (Lot 117)	Proxy present
Melizza Chua (Lot 125)	Owner present
Jun Ma (Lot 154)	Proxy present
Anthony Paul Ruggeri & (Lot 173)	Owner present
Diana Mary Xirakis	
Robert Alan Enright & Megan (Lot 180)	Owner present
Christabel Enright	
The Whiting Family Co ATF (Lot 181)	Owner present
The Whiting Property Trust	
Andrew P Mackey (Lot 185)	Owner present
Hailey Rae Musgrove (Lot 193)	Owner present
Shelley Christine Cooper (Lot 194)	Proxy present
Denisse & Gerard Yvanovich (Lot 214)	Owner present
Shelley Christine Cooper (Lot 215)	Owner present
John K Heaney (Lot 235)	Owner present
Rod Lambert & Anne Cahill (Lot 236)	Owner present
Lambert	
Jun Ma (Lot 237)	Proxy present
Yuwei Chen (Lot 249)	Owner present
Rashmi Sindhu Chary (non- (Lot 250)	Owner present
financial)	
Vana Tark (Lot 254)	Owner present
N L Do (Lot 257)	Owner present
Shelley Christine Cooper (Lot 259)	Proxy present



Jun Ma

(Lot 263) Owner present

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Jun Ma (Lot 264) Proxy present  
Elizabeth R Edwards & Deborah J Mackney (Lot 279) Owner present  
Warwick Michael Vance & Kerry Joy Cambridge (Lot 280) Owner present  
Xinwen He (Lot 286) Owner present  
David Lloyd Hickman & Susan Jane Mickleburgh (Lot 313) Owner present  
Vaishali B Dave & Parth Shah (Lot 336) Owner present  
Vaishali B Dave & Parth Shah (Lot 337) Owner present  
Lyristakis atf Berkely Superannuation Fund (Lot 347) Owner present  
Berkely Holdings Pty Ltd (Lot 348) Owner present  
Sim Fam 2 Pty Ltd (Lot 351) Owner present

**Chairperson:** Shelley Christine Cooper

**Additional Attendees:** Tiarna Stekovic, Vantage Strata

**Apologies:**

**Proxies:**

Proxy Name: Jun Ma	(Lot 85) Yuxin Huang
Proxy Name: Jun Ma	(Lot 117) Zhaoxi Wang
Proxy Name: Jun Ma	(Lot 154) Yanyi Huang
Proxy Name: Shelley Christine Cooper	(Lot 194) John B Vild
Proxy Name: Jun Ma	(Lot 237) Min Xie
Proxy Name: Shelley Christine Cooper	(Lot 259) K A Haggstrom & B Haggstrom
Proxy Name: Jun Ma	(Lot 264) Yanchao Chen

**Absentee Votes:**

**Quorum:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

**Secretarial Note:** *Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

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## **CHAIRPERSON, PROXIES AND APOLOGIES**

### **Motion 1:**

Confirmation of Chairperson. Acceptance of proxies and apologies.

## **CHAIRPERSONS REPORT 2023**

### **Motion 2:**

The Chairperson's Report was noted for discussion.

## **ADOPTION OF MINUTES**

### **Motion 3 Ordinary Resolution:**

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

Refer to GM of 27/11/23.

**Carried**

## **INSURANCE**

### **Motion 4 Special Resolution:**

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

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

**Carried**

## **AUDITED FINANCIALS 2023 (Adoption)**

### **Motion 5 Ordinary Resolution:**

*It was Resolved that the Owners Corporation adopt the audited financials and audit report for the financial period ended 31st of December 2023*

Note - The auditors report re the 2023 financials was sent to all owners on 22 January 2024.

**Carried**

## **AUDITED FINANCIALS 2024**

### **Motion 6 Ordinary Resolution:**





*It was Resolved that upon conclusion of the current financial year, the Owners Corporation authorise the Managing Agent to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.*

**Carried**

## **DEFECTS EXPENSES BUDGET ITEM**

### **Motion 7 Ordinary Resolution:**

*It was Resolved that the Owners Corporation resolves to include a line item in the 2024 budget for legal and related expenses of \$40,000.00 (excluding GST) in connection with the implementation of the Phase 1 and Phase 2 Settlement Deeds concerning building defects in the Mark and Provenance.*

**Carried**

## **LEGAL COSTS – ENERGY AGREEMENTS**

### **Motion 8 Ordinary Resolution:**

*It was Resolved that the Owners Corporation approve the decision of the Executive Committee to approve legal costs for Proctor Legal as per below regarding the embedded network –*

*1. To act on behalf of The Owners – UP 4796 in negotiating outcome with OC Energy in relation to reducing the requested infrastructure sum to nil, or a lesser amount.*

*Estimated cost \$8,000.00 - \$15,000.00 plus GST plus disbursements.*

*2. To negotiate recommended amendments with Energy Locals in relation to new embedded network agreement including the drafting of an appropriate rule in relation to required special privilege right rules and attendant motions that can also be used for Skycell with minor modification.*

*Estimated cost \$2,500.00 - \$5,000.00 plus GST plus disbursements.*

Note: this motion includes the following amendments approved by the Owners Corporation at this meeting to the motion in the agenda papers:

- . addition of the words "the decision of the Executive Committee to approve" after "That the Owners Corporation approve";
- . addition of the words "can also be used for Skycell with minor modification." to the end of point 2.

**Carried**

## **ADMIN FUND EXPENDITURE BUDGET**

### **Motion 9 Ordinary Resolution:**

*It was Resolved that the Administration Fund expenditure budget of \$1,134,575.00 plus GST for the period 1st of January 2024 to 31st of December 2024 be adopted.*

**Carried**

Note: The Owners Corporation of UP4796 agreed to amend the proposed budget to add an additional \$20,000 for negotiating/finalising Energy Agreements.

## **ADMIN FUND CONTRIBUTION**

### **Motion 10 Ordinary Resolution:**

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*It was Resolved that a contribution be determined to the Administration Fund equal to the sum of \$1,134,575.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 7th of March 2024, 12th of May 2024, 12th of August 2024 and 12th of November 2024.*

**Carried**

Note: The Owners Corporation agreed to amend the Admin Fund Contribution to \$1,134,575.00 plus GST as per Motion 9.

## **ADMIN FUND CONTRIBUTION & EXPENDITURE - GREASE TRAP CLEANING**

**Motion 11 Ordinary Resolution:**





*It was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for Grease Trap cleaning for units 335, 342, 340, 339, 349 in the Mark to the amount of \$5,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget due on the 7th of March 2024, 12th of May 24, 12th August 2024 and 12th November 2024.*

**Carried**

## **ADMIN FUND CONTRIBUTION & EXPENDITURE - COMMERCIAL UNITS LEVEL ONE**

### **Motion 12 Special Resolution:**

*It Was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit Service Schedule budget to undertake additional bathroom cleaning for commercial units on level one in the Mark units i.e. 102,103,104,105,106,107 and 108 to the amount of \$10,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget, to be contributed by those lot units in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023.*

**Carried**

## **ADMIN FUND CONTRIBUTION & EXPENDITURE - COMMERCIAL UNITS THE MARK**

### **Motion 13 Ordinary Resolution:**

*It was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for sanitary bins for all commercial units in the Mark to the amount of \$6,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget due on the 7th of March 2024, 12 of May 2024, 12th of August 2024 and 12th of November 2024.*

**Carried**

## **SINKING FUND CONTRIBUTION**

### **Motion 14 Ordinary Resolution:**

The Sinking Fund Report dated 1st of January 2021 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$230,660.00 plus GST.

*It was Resolved that a contribution of \$230,660.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st of January 2024 to 31st of December 2024 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 7th of March 2024, 12th of May 2024, 12th of August 2024 and 12th of November 2024.*

#### Sinking Fund Report

Dated: 1st of January 2021  
Prepared By: QIA Group Pty Ltd  
Date To Be Reviewed: 1st of January 2024

**Carried**

## **SINKING FUND EXPENDITURE BUDGET**

### **Motion 15 Ordinary Resolution:**

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*That the Sinking Fund expenditure budget of \$123,922.00 including GST for the period 1st of January 2024 to 31st of December 2024 be adopted.*

Note: This budget reflects potential expenditure identified from the sinking fund plan.





Carried

## **SINKING FUND PLAN - (Updated)**

### **Motion 16 Ordinary Resolution:**

*It was Resolved that the Owners Corporation authorises the Managing Agent to obtain an updated Sinking Fund Plan from QIA Group at a cost of \$2,536.00 (incl. GST) which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation.*

Sinking Fund Report

Dated: 1st of January 2021

Prepared By: QIA Group Pty Ltd

Date To Be Reviewed: 1st of January 2024

Carried

## **DEFECTS - AMENDMENT TO CLAUSE 3.2 OF THE DEED OF SETTLEMENT**

### **Motion 17 Ordinary Resolution:**

*It was Resolved that the Owners Corporation resolves to approve the decision of the Executive Committee (EC) to agree to an amendment to clause 3.2 of the Deed of Settlement - Phase 1 deed in relation to the timing of the response from Altair/Chase re the Owners Corporation's alleged defects, to delay the response date by approximately 2.5 weeks to 29 February 2024.*

Note: it was noted that a General Meeting will be called to consider a further request for an extension of time by Altair/Chase.

Carried

## **DEFECTS LEVY 2023 - EXPENSES**

### **Motion 18 Ordinary Resolution:**

*It was Resolved that the Owners Corporation of UP4796 approve Executive Committee expenditure outside of the special levy using the contingency apportioned monies of \$7,264.89 for the legal advice and support by Sparke Helmore Lawyers in relation to the proceedings against Chase Building Group (Canberra) Pty Ltd (Chase), and other expenses associated with administration of the Deeds, in relation to building defects in UP 4796.*

Note: The Owners Corporation approved revised expenditure from \$5,824.89 up to \$7,264.89.

Carried

## **FIRE SAFETY REVIEW**

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**Item 19:**

It was noted that it is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.





Please find enclosed in this pack the Annual Fire Safety Certificate provided from the fire contractor.

**Annual Fire Safety Certificate**

Dated: 23rd of June 2023  
Prepared By: 360 Degree Fire

**MAINTENANCE PLAN (Review)**

**Motion 20 Ordinary Resolution:**

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

**Carried**

**INSURANCE (Alternative Rule)**

**Motion 21 Special Resolution:**





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

- a) accept, adopt and adhere to the following 'Insurance Rules' as part of the rules of the Owners Corporation.*
- b) add the alternative rules to the existing consolidated registered set of rules (refer to motion above and copy of rules attached).*
- c) register the updated set of consolidated rules with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011.*
- c) accept that the updated Owners Corporation rules will supersede and replace all other rules previously in force.*

#### Insurance

- (a) The Executive Committee recommends all Unit owner or Occupiers maintain up to date insurance policies such as contents insurance, and motor vehicle insurance policies.
- (b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.

#### Insurance Premiums – Obligation of Owners

- (a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.
- (b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.

#### Owner Liable

- (a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.
- (c) In the event an Owner or Occupier in breach of these rules or by wilful or negligent act or omission has caused an Owners Corporation to lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand.

**Carried**

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Note: The Owners Corporation agreed to amend the motion to replace the word "deliberate" in (c) with "willful or negligent".

It was noted that the key provisions in the Rule reflect provisions in the UTMA 2011 and the Rule is intended to draw owners' attention to this issue.

## CONTRACTS AND SERVICE AGREEMENTS

### Motion 22 Ordinary Resolution:

*That the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.*

**Carried**

## EXECUTIVE COMMITTEE (Election)

### Motion 23 Special Resolution:

It was noted that 8 nominations were received by the due date in line with the agenda of 48 hours prior to the meeting. These were representative of both buildings (The Mark and Provenance) and the commercial units. A further 3 nominations were received on the day of the meeting/ during the meeting - D. Yvanovich (Lot 214), J. Heaney (Lot 235) and V. Tark (Lot 254) from Provenance building. The following motion was put to the meeting re the extra 3 nominations: *That the Owners Corporation accept the additional 3 nominations.*

**Not Carried**

- A. *It was Resolved that the Owners Corporation by Special Resolution elects an Executive Committee of 8 members from the 8 nominations of eligible members received 48 hours prior to the meeting, as follows:*

**Carried**

T. Ruggeri (Lot 173)  
R. Enright (Lot 180)  
A. Mackay (185)  
S. Cooper (Lot 215)  
J. Ma (Lot 263)  
W. Vance (Lot 280)  
P. Shah (Lot 336)  
Lyristakis atf Berkely Superannuation Fund (Lot 347)

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## **DELEGATIONS AND APPOINTMENTS**

### **Item 24:**

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

## **DEFECTS**

### **Motion 25:**

It was noted that if owners had specific questions re the 2 deeds that they could provide these to the Executive Committee for consideration by our lawyers as appropriate. Final copies of the deeds can be obtained from the Strata Manager.

## **CONTRACTS**

### **Motion 26:**

No maintenance contracts were noted coming up for renewal.

## **GENERAL BUSINESS**

**Item 27:** No items were put forward prior to the meeting.

Two items were raised at the meeting:

Additional fees charged for the work undertaken by the Building Manager that is not part of his agreement.

Unapproved structures in the basement (EC matter).

It was brought up for discussion to create the concept of interest groups on particular topics to be set up to work with the Executive Committee

Outgoing members of the Executive Committee (Anne Cahill Lambert, Vana Tark, John Vild, Denisse Yvanovich) were thanked for their contributions.

## **MEETING CLOSURE**

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There being no further business the meeting formally closed at **08:31 PM**.

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# VANTAGE STRATA BUILDING ▲ TRUST

## UP 4796

# THE MARK AND PROVENANCE

2 Batman Street, BRADDON, ACT 2612

## OWNERS CORPORATION RULES

### Rules UP4796

#### 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.
- 3) In these rules, **unit** includes balconies, carspaces and storage cages.

#### 2. Payment of rates and taxes by unit owners

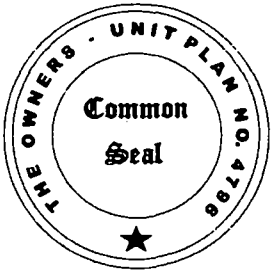
A unit owner must pay all rates, taxes and any other amount payable for the unit.

#### 3. Repairs and maintenance

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

#### 4. Erections and alterations

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only—
  - a) in accordance with the express permission of 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).



*Examples—permission not unreasonably withheld:*

- safety considerations
- structural considerations

*Example—permission unreasonably withheld:*

- external appearance of a unit or the units plan



## **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—
  - c) 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
  - d) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; including ensuring the animal is on a leash or caged, whichever is most appropriate.
  - e) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - f) the pet owner takes all necessary steps to ensure that the animal does not soil the common property and if it does the pet owner cleans any area of the units plan that is soiled by the animal; and
  - g) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- 2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

## **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

## **7. Use of common property**

- 1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 2) Specifically, a unit owner must not:
  - a) store any items on the common property;
  - b) obstruct the common property;
  - c) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
  - d) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- 3) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

## **8. Hazardous use of unit**

- 1) 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.
- 2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

## **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



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



## 10. Noise

- 1) A unit owner must not make, or permit to be made, such a noise within the unit, or within common property, 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.

## 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.

## 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 12 (4).

## 13. Parking of vehicles/use of vehicle

- 1) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
  - a) permission may be given subject to stated conditions; and
  - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or



subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.



#### **14. Smoking**

- 1) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance on common property.
- 2) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier or visitor in another unit.

#### **15. Storage**

To ensure compliance with fire standard AS2118.1 1999 in relation to sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

#### **AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers**

*Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) ( a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall at all times be accessible to water discharged from the sprinklers.*

#### **16. Security of the common property**

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.
- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
  - a) Ensure fire and security doors are locked or closed when they are not in use
  - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

#### **17. Commercial Units**

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 5) Rules in this section are not to the exclusion of any other Rule

#### **18. Insurance**



(b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.

**Insurance Premiums – Obligation of Owners**

(a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.

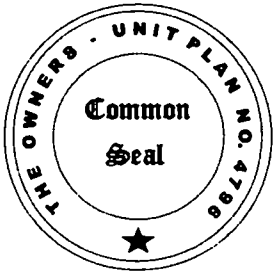
(b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.

**Owner Liable:**

(a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.

(b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

(c) In the event an Owner or Occupier in breach of these rules, by a wilful or negligent act or omission or a breach of the owners corporation's rules by a member of the owners corporation or an occupier of a member's unit, has caused an Owners Corporation to lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand





Access Canberra

Chief Mini:



SR\$3039129

24/11/2020 14:21:00 Wood

3039129

BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
VANTAGE STRATA	<a href="mailto:info@vantagestrata.com.au">info@vantagestrata.com.au</a>	1800878728

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2439:70	BRADDON	62	1	4796

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

THE OWNERS CORPORATION RULES ARE TO BE AMENDED IN ACCORDANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 7<sup>TH</sup> OCTOBER 2020 AND RESOLVED BY THE OWNERS CORPORATION

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

**CERTIFICATION** \*Delete the inapplicable

Applicant

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

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

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

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

Signed By:

<Name of certifying party> Daniel Leskovec  
<Capacity of certifying party> Strata Manager



Witness Signature:   
Witness Name and Title: Melissa Coles, Office Manager

for: <Company name> VANTAGE STRATA  
on behalf of the Registered Proprietor/Managing Agent

VOI sighted

EMILY WOOD  
Deputy Registrar-General

**OFFICE USE ONLY**

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

02 DEC 2020

## UP4796

# THE MARK AND PROVENANCE

2 Batman Street Braddon ACT 2612

## Owners Corporation Rules

### Rules UP4796

---

#### 1 Definitions—Default Rules

(1) In these Rules:

**Executive Committee Representative** means a person authorised in writing by the Executive Committee under Rule 10 (4).

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

(2) A word or expression in the Act has the same meaning in these Rules.

#### 2 Payment of rates and taxes by unit Owners

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

#### 3 Repairs and maintenance

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

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

#### 4 Erections and alterations

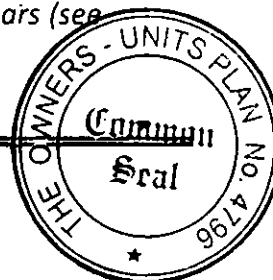
(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

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

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

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

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



**5 Use of common property**

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

**6 Hazardous use of unit**

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

**7 Use of unit—nuisance or annoyance**

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

**8 Noise**

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

**9 Illegal use of unit**

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

**10 What may an Executive Committee representative do?**

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



# VANTAGE STRATA

BUILDING ▲ TRUST

- 1) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
- 2) keep all animals within the unit, except when it is being taken into or out of the unit;
- 3) ensure the animal is caged or on a leash when it is being taken into or out of the unit or traversing common property;
- 4) take all necessary care to ensure that the animal does not urinate, defecate or vomit on the common property; and
- 5) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean any area that has been soiled by the animal (by the animal urinating, defecating or vomiting).



## 11 Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
  - (a) the seal must be attached by decision of the Executive Committee; and  
*Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).*
  - (b) the seal must be attached in the presence of two (2) Executive members; and
  - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
  - (a) The common seal may be affixed to:
    - (i) reduced quorum meeting notices;
    - (ii) Rules registration documents;
    - (iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
    - (iv) certifications under Section 119 of the Actby the managing agent of the Owners Corporation without following procedure in Rule 11.1.

## 12 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.



## 13.

### Animals

A unit owner/occupier who has a pet animal must:

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

**NOTICE OF REDUCED QUORUM DECISIONS**

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

**A1 The Owners—Units Plan No 4796**

**A2 Annual General meeting**

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 7/10/2020

*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 X and attach details to the notice]*

Date of decision	Full text of reduced quorum decision
7/10/2020	See attached Minutes

**A4 Owners corporation declaration**

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

2

7/10/2020

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



†

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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

---

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

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

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

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

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

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

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



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

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

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

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

The petition must—

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

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

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

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

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



# Minutes of General Meeting – UP4796 ‘The Mark and Provenance’

Venue: Held virtually via Zoom

Date: Wednesday 7 October, 2020

Time: 17.30 – 18.04

## Present

- Warwick Michael Vance & Kerry Joy Cambridge – Unit 322
- Debbie Allan – Unit 708
- Nicolas Carrin – Unit 222
- Kurt & Barbara Haggstorm – Unit 301
- Anthony Paul Ruggeri – Unit 718
- Vana T Mohammed – Unit 218
- The Whiting Family Co ATF The Whiting Property Trust – Unit 902
- Bernice T Go Chu – Unit 525
- Katarzyna Rudzick- Unit 804
- Lalit Buhagiar-Sharma- Unit 319
- Julian Olsen – Unit 604

## Apologies

- Shelley Cooper – Unit 101
- Laura Dawell – Unit G03
- Elizabeth Critchley – Unit 407

## CHAIRPERSON, PROXIES AND APOLOGIES

Chair: J. Olsen (Unit 604)

Proxy Votes: S. Cooper (Unit 101 to J. Olsen) and E. Critchley (Unit 407 to J. Critchley-Evans (absent))

Absentee Votes: L. Dawell – Unit G03

In Attendance: Tiarna Stekovic (Vantage Strata)

Quorum: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

*Secretarial Note – Owners are advised that under Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

## ADOPTION OF MINUTES

**MOTION 1:** It was resolved that the minutes of the First Meeting of the Owners Corporation held on 6 July 2020 be confirmed.

UNOFFICIAL



## AMENDMENT OF THE OWNERS CORPORATION (DEFAULT) RULES

**MOTION 2:** It was resolved that the Owners Corporation agrees by Special Resolution, to amend Rule 4 of the Owners Corporation (Default) Rules under Schedule 4 of the Unit Titles Management Act 2011, as follows:

### 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 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 by the Executive Committee in giving permission under (1).

**MOTION 3:** It was resolved that the Owners Corporation agrees by Special Resolution, to add a new Rule 12 to the Owners Corporation (Default) Rules under Schedule 4 of the Unit Titles (Management) Act 2011, as follows:

### 12 Animals

A unit owner/occupier who has a pet animal must:

- 1) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
- 2) keep all animals within the unit, except when it is being taken into or out of the unit;
- 3) ensure the animal is caged or on a leash when it is being taken into or out of the unit or traversing common property;
- 4) take all necessary care to ensure that the animal does not urinate, defecate or vomit on the common property; and
- 5) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean any area that has been soiled by the animal (by the animal urinating, defecating or vomiting).

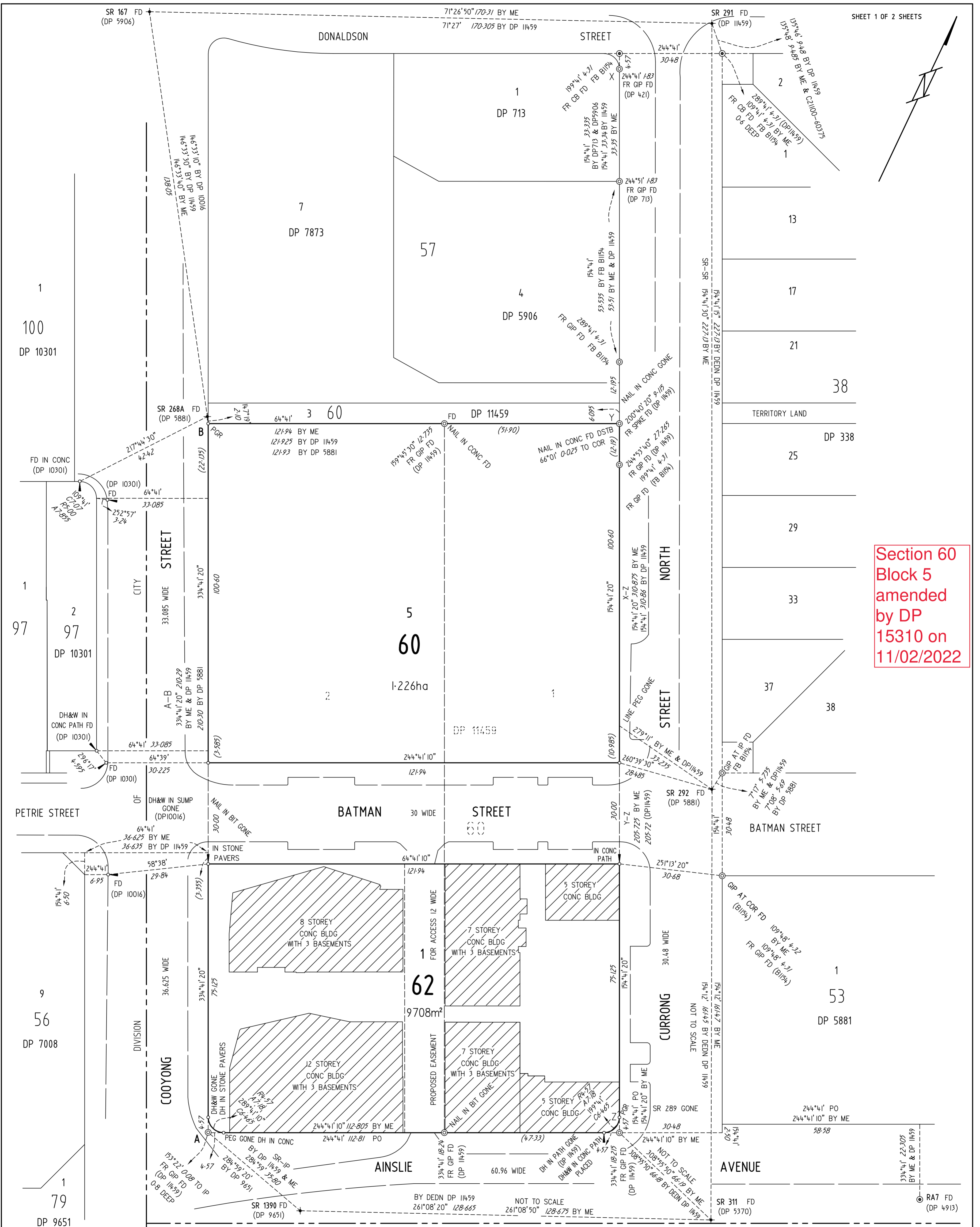
## OTHER BUSINESS

- W. Vance & K. Cambridge (Unit 322) noted appreciation for the minutes of the Executive Committee continuing to be uploaded.
- D. Allan (Unit 708) raised that there were noise issues in the apartments below the rooftop from people exercising above. J. Olsen requested that Vantage Strata be contacted if the issue persists. The Executive Committee and Vantage Strata are also working to implement a booking system for the rooftop on Building Link, which should help address this issue.

## CLOSURE

There being no further business the meeting was closed at 18.04 PM.





Section 60  
Block 5  
amended  
by DP  
15310 on  
11/02/2022

REFERENCE MARKS

- ⊙ Denotes GIP in road
- ⊙ Denotes CB in road
- ⊕ Denotes DEEP DRIVEN ROD
- ⊙ Denotes DH&W IN KERB (Except as otherwise shown)

NOTE

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

THE REAR OF THE SHOTCRETE WALLS AND PILES IN THE THREE BASEMENTS ARE INACCESSIBLE AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY CAN BE DERIVED

PGR DENOTES PEG GONE REPLACED  
PB DENOTES LOW CONCRETE PLANTER BOX  
SEE SHEET 2 FOR ADDITIONAL SURVEY INFORMATION

Azimuth: A-B (Strom)  
Surveyor's Ref : 217196.00

I, DAVID AMBROSE STONE of VERIS AUSTRALIA Pty Limited CANBERRA a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 30 SEPTEMBER 2019

(Signature) \_\_\_\_\_ 02 DECEMBER 2019  
Surveyor registered under the Surveyors Act 2007.

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

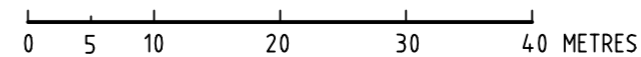
3 December 2019

Surveyor-General of the ACT

PLAN OF  
BLOCK 5 SECTION 60 &  
BLOCK 1 SECTION 62  
BEING A RESUBDIVISION OF BLOCKS 1 & 2 SECTION 60

DIVISION: BRADDON  
DISTRICT: CANBERRA CENTRAL  
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:600



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

2:49 pm, 05/12/2019

Approved

David Pryce  
Registrar-General



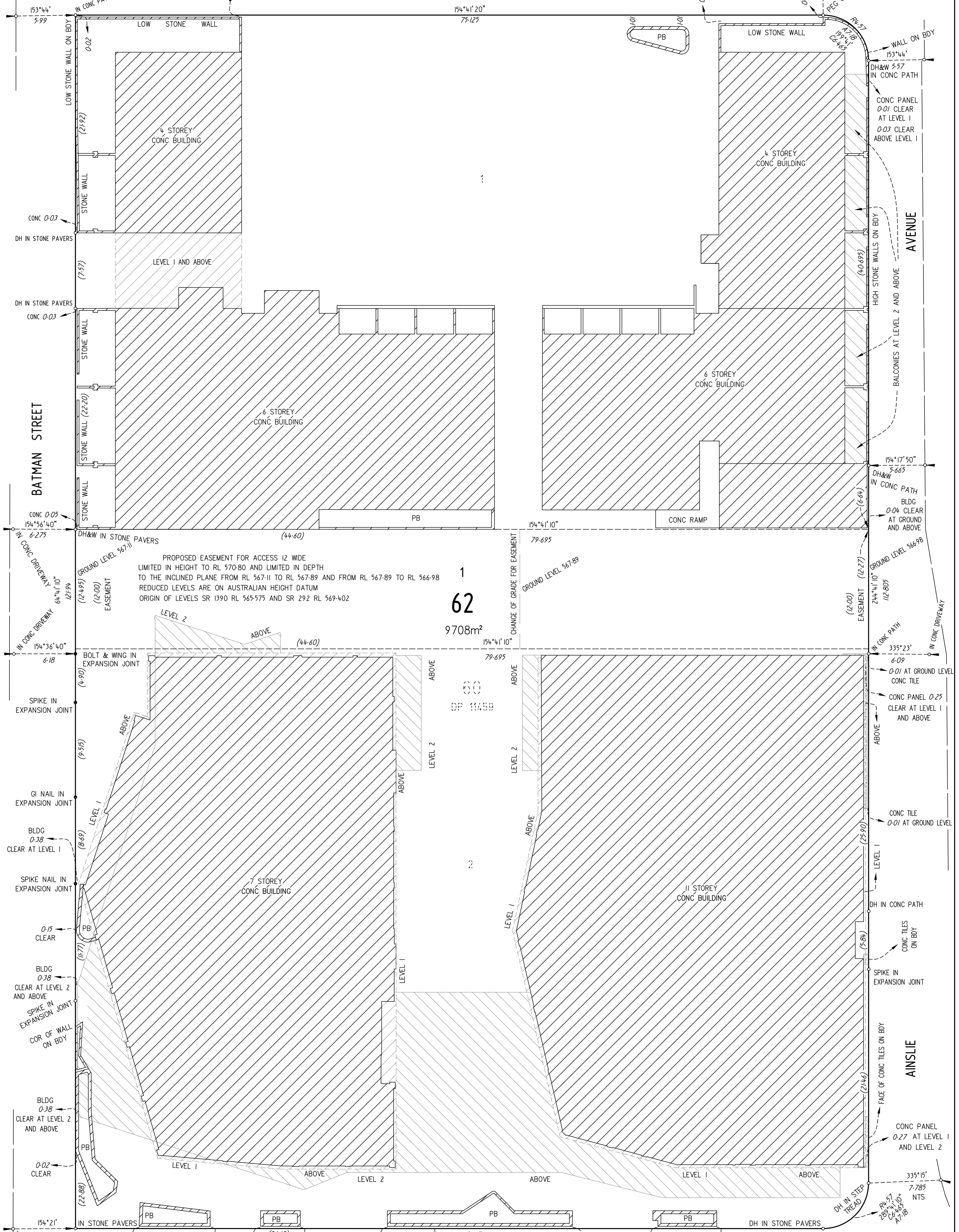
Registrar of Titles

DEPOSITED PLAN

11705/1

AMENDS DP 11459

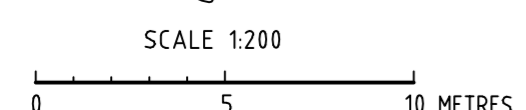
GROUND CURRONG STREET



PROPOSED EASEMENT FOR ACCESS 12 WIDE LIMITED IN HEIGHT TO RL 570.80 AND LIMITED IN DEPTH TO THE INCLINED PLANE FROM RL 567.11 TO RL 567.89 AND FROM RL 567.89 TO RL 566.98 REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM ORIGIN OF LEVELS SR 1390 RL 565.575 AND SR 292 RL 569.402

1  
62  
9708m<sup>2</sup>

DP 11459



COOYONG STREET

DATED 02 DECEMBER 2019  
(Signature)  
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11705/2

THIS IS SHEET 2 OF MY PLAN IN 2 SHEETS



**ACT**  
Government

**Access**  
**Canberra.**

## **IMPORTANT NOTICE**

### **Unit Plan – 4796**

The dealing 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 dealing, 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 dealing 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>138</b>	<b>Block</b>	<b>1</b>	<b>Section</b>	<b>62</b>	<b>Suburb</b>	<b>BRADDON</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.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	( X )	( )
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	( X )	( )
3. Has a Certificate of Compliance been issued? Certificate Number: 81521	( )	( )
(N/A ex-Government House) <input type="text" value="N/A"/>		
Dated: 11-DEC-19		

**Please Note: There are no development covenants within the current unit's plan, therefore a Compliance Certificate is not applicable. A Certificate of Compliance was issued on the previous surrendered Crown Lease.**

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 :

Info Track

Date: 23-APR-26 15:17:12

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

2026/148 - 192486230



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

---

23-APR-2026 15:17

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

Page 1 of 4

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**INFORMATION ABOUT THE PROPERTY**

---

**BRADDON Section 62/Block 1/Unit 138**

**Building Class: A**

**Area(m2):** 9,707.6

**Unimproved Value:** \$22,400,000

**Year:** 2025

**Subdivision Status:** Application received under the Unit Titles Act.

**Heritage Status:** Nil.

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



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

23-APR-2026 15:17

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

Page 2 of 4

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

**Application** DA202443512      **Lodged** 04-MAR-25      **Type** See Subclass

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

**Description**

PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Partial demolitions of existing tenancy to level 1, additions to level 1 including 10 new tenancies, services and amenities, external balconies and associated works.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	62	1-1	352

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

Role	Name
Lessee	Altair No. 1 Pty Ltd
Applicant	Jwland Development Pty Ltd
Representor	Davies, Stephen

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

Activity Name	Status
Standard	Approved

**Application** DA202342612      **Lodged** 21-FEB-24      **Type** See Subclass

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

**Description**

PLANNING ACT 2023-PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - alterations and additions to office unit in the existing building, construction of new mezzanine level for office space and associated works. Lease variation to allow increase of total gross floor area and associated works.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	62	1-1	339

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

Role	Name
Lessee	Kwok-Fai Yip
Lessee	Rolling Big Pty Ltd
Applicant	Hyperspace Designs Pty Ltd

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

Activity Name	Status
Standard	Approval Conditional

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



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

23-APR-2026 15:17

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

Page 3 of 4

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

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
53	1	202442933	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - partial demolition of the existing buildings and shed, new arts centre, ancillary café, waste enclosure and facilities store, landscaping and associated works.	Approval Conditional	14-NOV-24

### LAND USE POLICIES

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

### CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

### ASBESTOS SEARCH

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

### CAT CONTAINMENT AREAS

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

### URBAN FOREST ACT 2023



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

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23-APR-2026 15:17

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

Page 4 of 4

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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: 01/04/2024  
End Date: 30/04/2028  
Owners: One only

The Owners of Units Plan 4796

Provenance/The Mark, 47 Currong Street, BRADDON ACT 2612

Lot 138 Unit 614 Samuel & Stephanie Marchant

UE / AE: 290.00 / 100,000.00

### 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	12/03/2025	Quarterly	Quarterly Admin/Sinking Levy 19/12/2024 - 18/03/2025	987.85	987.85	112.85	112.85	0.00	0.00%	Standard	Normal	None
2	14/03/2025	Once-off	Lot 138: Issue: 1 x swipe @ \$87.50 each - Requested by Stephanie Marchant - Owner	87.50	87.50	0.00	0.00	0.00		Owner Invoice	Normal	None
3	14/03/2025	Once-off	Lot 138: Issue: 1 x key @ \$35.00 each - Requested by Stephanie Marchant - Owner	35.00	35.00	0.00	0.00	0.00		Owner Invoice	Normal	None
4	12/05/2025	Quarterly	Quarterly Admin/Sinking Levy 19/03/2025 - 18/06/2025	987.85	987.85	112.85	112.85	0.00	0.00%	Standard	Normal	None
5	12/08/2025	Quarterly	Quarterly Admin/Sinking Levy 19/06/2025 - 18/09/2025	987.85	987.85	112.85	112.85	0.00	0.00%	Standard	Normal	None
6	12/11/2025	Quarterly	Quarterly Admin/Sinking Levy 19/09/2025 - 18/12/2025	987.85	987.85	112.85	112.85	0.00	0.00%	Standard	Normal	None
7	24/03/2026	Quarterly	Quarterly Admin/Sinking Levy 19/12/2025 - 18/03/2026	1,083.45	1,083.45	188.40	188.40	0.00	0.00%	Standard	Normal	None
8	24/05/2026	Quarterly	Quarterly Admin/Sinking Levy 19/03/2026 - 18/06/2026	1,083.45	0.00	188.40	0.00	0.00	0.00%	Standard	Normal	None
9	24/08/2026	Quarterly	Quarterly Admin/Sinking Levy 19/06/2026 - 18/09/2026	1,083.45	0.00	188.40	0.00	0.00	0.00%	Standard	Normal	None
10	24/11/2026	Quarterly	Quarterly Admin/Sinking Levy 19/09/2026 - 18/12/2026	1,083.45	0.00	188.40	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			
17/02/2025	56	Receipt	Banked		122.50	0.00	0.00	0.00	0.00	122.50		2, 3
27/02/2025	102	Receipt	Banked		987.85	0.00	112.85	0.00	0.00	1,100.70		1
27/05/2025	790	Receipt	Banked		987.85	0.00	112.85	0.00	0.00	1,100.70		4
08/07/2025	859	Receipt	Banked		987.85	0.00	112.85	0.00	0.00	1,100.70		5
03/10/2025	1255	Receipt	Banked		987.85	0.00	112.85	0.00	0.00	1,100.70		6
16/03/2026	1833	Receipt	Banked		1,083.45	0.00	188.40	0.00	0.00	1,271.85		7

## Statement of Financial Position - Group

As at 31/03/2026

The Owners of Units Plan 4796

Provenance/The Mark, 47 Currong Street, BRADDON  
ACT 2612

	<b>Current period</b>
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	133,015.27
Owners Equity--Admin	359,331.12
	492,346.39
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	59,101.38
Owners Equity--Sinking	988,394.51
	1,047,495.89
<b>Net owners' funds</b>	<b>\$1,539,842.28</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	429,375.93
Prepaid Expenses--Admin	8,616.00
Receivable--Levies--Admin	65,320.90
Receivable--Other--Admin	8,103.70
Receivable--Owners--Admin	(292.60)
	511,123.93
<b>Sinking Fund</b>	
Cash at Bank--Sinking	344,282.97
Investments--Sinking 3	200,000.00
Investments--Sinking 4	200,000.00
Investments--Sinking 5	208,900.00
Investments--Sinking 6	100,000.00
Receivable--Levies--Sinking	11,252.25
	1,064,435.22
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	453.04
	453.04
<b>Total assets</b>	1,576,012.19
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	9,833.49
Creditors--Other--Admin	(3,402.81)
Prepaid Levies--Admin	12,346.86
	18,777.54
<b>Sinking Fund</b>	
Creditor--GST--Sinking	14,792.25

Prepaid Levies--Sinking	2,147.08
	<hr/>
	16,939.33
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	453.04
	<hr/>
	453.04
<i>Total liabilities</i>	<hr/>
	36,169.91
<b>Net assets</b>	<hr/>
	<b>\$1,539,842.28</b>
	<hr/> <hr/>

**Commercial Units - Level One**

Current period

**Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	2,015.56
Owners Equity--Admin	(7,981.13)
	<u>(5,965.57)</u>

**Sinking Fund**

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

**Net owners' funds****-\$5,965.57****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	(10,265.37)
Receivable--Levies--Admin	3,853.55
	<u>(6,411.82)</u>

**Sinking Fund**0.00*Total assets*(6,411.82)**Less liabilities****Administrative Fund**

Creditor--GST--Admin	(446.25)
	<u>(446.25)</u>

**Sinking Fund**0.00*Total liabilities*(446.25)**Net assets****-\$5,965.57**

**Commercial Units - The Mark**

Current period

**Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	(725.02)
Owners Equity--Admin	2,271.45
	<u>1,546.43</u>

**Sinking Fund**

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

**Net owners' funds****\$1,546.43****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	980.91
Receivable--Levies--Admin	476.71
	<u>1,457.62</u>

**Sinking Fund**0.00*Total assets*1,457.62**Less liabilities****Administrative Fund**

Creditor--GST--Admin	(88.81)
	<u>(88.81)</u>

**Sinking Fund**0.00*Total liabilities*(88.81)**Net assets****\$1,546.43**

**Grease Trap Users****Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin 1,757.41

Owners Equity--Admin 1,408.32

3,165.73**Sinking Fund**

Operating Surplus/Deficit--Sinking 0.00

0.00**Net owners' funds****\$3,165.73****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin 2,864.13

Receivable--Levies--Admin 430.65

3,294.78**Sinking Fund**0.00*Total assets*3,294.78**Less liabilities****Administrative Fund**

Creditor--GST--Admin 129.05

129.05**Sinking Fund**0.00*Total liabilities*129.05**Net assets****\$3,165.73**

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 30 March 2026 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Shelley Cooper, Rodney Lambert, Jun Ma, Denisse Yvanovich, Tony Ruggeri, Parth Shah, Giles Wholohan

APOLOGIES: none

OTHERS PRESENT: Nil

### 1 CONFLICT OF INTEREST DECLARATION & OFFICE BEARERS APPOINTMENT

- 1.1 EC members agreed to declare a conflict of interest if/when it occurs at an EC meeting (or any other time dealing with EC matters).
- 1.2 The EC elected the following Office Bearers:  
Chair: Shelley Cooper  
Secretary: Denisse Yvanovich  
Treasurer: Jun Ma

### 2 ADOPTION OF MINUTES

- 2.1 Minutes of the last meeting of the Executive Committee (EC) held on 20 January 2026 were adopted as a true and accurate account of the proceedings of that meeting.

### 3 EC SUB-COMMITTEES/WORKING GROUPS

- 3.1 The EC **agreed** to establish the following working groups to report back to the EC on issues and propose appropriate actions:
  - . Defects working group: Shelley, other members to be determined
  - . Facilities Management working group (including general matters on the premises eg storage, garbage, gardening, security, unapproved alterations etc liaison with BM and SM: Giles, Tony, Denisse
  - . Electrification working group: Giles +other non-EC members
  - . Delegation for expenditure for less than \$2,000: Office bearers

### 4 ACTION LIST

- 4.1 The EC **reviewed** the outstanding action list noting the following:
  - 198 - Gardening maintenance - **agreed** Facilities WG to liaise with Greg
  - 214 - Opticom - **referred** to Facilities WG to liaise w SM
  - 215 - ASG CCTV bin room - **approved** quote of \$2,956.25 inc GST.
  - 216 - CCTV on common property near commercial units - **deferred** to consider privacy issues protocols

### 5 OUTSTANDING QUOTES

- 5.1 The EC **noted** 10 quotes from Fire 360 re fire maintenance, all of which are not urgent (non-critical or recommended). Most were **deferred** to next meeting. The EC **approved** Q-6273 for \$429 inc GST to investigate issues in the Fire Indicator Panel and **agreed** to ask Grady to seek further clarification re quotes Q6921 and 4594 (hydrants and extinguishers)

- 5.2 Integrity signs - **approved** quote of \$1,228.70 inc GST to make/install replacement sign for 43 Currong St (in Founders Lane)
- 5.3 Intercom replacement - **agreed** to get at least 2 quotes and ensure entire new system required. It was noted that the ASG quote was imminent which will be a lot more than costed for in the Sinking fund Budget for 2026 approved at the 2026 AGM so will likely need to be approved by a General Meeting.

## 6 LEGAL/DEFECTS

- 6.1 The EC **noted** progress was being made by Chase to remedy the 2024/25 notified water ingress defects (these are not covered by the earlier Defects claim).

## 7 ADMINISTRATIVE MATTERS

- 7.1 The EC **agreed** to go to tender for the Gardening contract which expires on 30/6/26.
- 7.2 The EC **refused** the application by Lot 204 for gate and fence covering largely on aesthetic grounds - not in keeping with the overall look of the building. The EC also **noted** that there is an approved covering for ground floor apartment gates and fences, perforated metal sheeting, which had been advised to Lot 204.
- 7.3 The EC **agreed** to refer consideration of possible alternatives for ground floor gate/balustrade coverings in addition to the current approved option of perforated metal to the Facilities WG.
- 7.4 In relation to reminders to owners and residents about key issues to be aware of in and around the building, the EC **agreed** the initial topics would include security, combination locks and pets noting relevant rules.
- 7.5 The EC **agreed** to send initial breach notices to all Owners with combination locks and Lot 271 re key safes and combination lock when the revised OC rules become operational.
- 7.6 In regard to the Rule Infringement by Lot 210 – placing a covering on their gate without seeking approval via an application, the EC **noted** that Denisse had spoken to the owners about putting in an application but this was not done. It was **noted** that the EC agreed action to take them to ACAT due to the Rule Infringement will thus proceed.
- 7.7 The EC **agreed** to ask Grady to remind real estate agents to ensure they do not breach privacy and security by publicly displaying access codes for entering the building. It was noted that the EC has not required them to seek permission to place signs on doors or nearby (on Common Property) at this stage as they are only present for a short duration. The EC also **noted** that Jun would advise EC further re industry standards re open house inspections in Unit complexes.

## 8 Financials/Insurance

- 8.1 The EC **noted** the financials and that the Arrears were low.
- 8.2 The EC **noted** that the current insurance provider, CHU, had only agreed to insure the building for a further 3 months from 20/3/26 to 20/6/26.

## 9 FROM AGM

9.1 Common hallway skirting boards – investigation of option of replacing them with tiles due to wear and tear. The EC **agreed** to refer this to the Facilities WG to consider.

9.2 Electrification sub-group – noting the issue of electrification of gas hot water is unresolved (as noted in the AGM) and the ACT Govt report on its electrification pilot was not yet available, the EC **approved** the revised quote of \$5,600 exc GST by Solar Choices (subject to sighting the revised quote) to do an initial report on owner/resident demand, electrical infrastructure (load and capacity) and options for EV charging.

The EC also **agreed** to ask Grady to lobby the ACT Govt on the OC's behalf for installation of fast chargers nearby on east side of Civic such as outside 43/47 and 55 Currong St, outside Gorman House, Kogarah Lane. It was noted that there are over 2,000 apartments lining Cooyong St alone without onsite charging + many more close by in Civic and the rest of Braddon.

9.3 The EC **deferred** consideration of the issue of alleged illegal activities within the tobacconist to next meeting.

## 10 REVIEW OF APPROVALS/REPAIRS OUT OF SESSION

10.1 The EC **noted** that it had **agreed** to basement lighting repairs – quote from Maritex for \$4,939 inc GST, 16 March 2026

10.2 The EC **approved** repairs to locks on CP doors in Feb/early March by Grady as urgent for \$870.10 inc GST

## 11 NEXT MEETING

**11.1** TBA

The meeting closed at 7:15 pm

## Summary of actions from meeting

4.1 Facilities WG to liaise w Grady re actions 198 (gardening) and 214 (Opticom)

5. Grady to take required action re decisions on various quotes

7.1, 7.2, 7.5, 7.6, 7.7 Grady to take appropriate action

7.3 Facilities WG to consider 7

7.4 Grady work with EC on drafting topics

9.1 Facilities WG to consider

9.2 Grady to advise re lobbying ACT Govt

# Unit Titles (Management) Sale Certificate Determination 2024

## Unit Title Sale Certificate

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

Units Plan No. 4796

Unit no: 138

Unit entitlement: 290 Total unit entitlement: 100000

Unit owner/eligible person: Samuel Marchant/

---

#### 1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Member	Denisse Yvanovich Provenance, G20/43 Currong Street North, Braddon ACT 2612
Member	Giles Wholohan Provenance, G4/47 Currong Street North, Braddon ACT 2612
Member	Rodney Lambert Provenance, 122/43 Currong Street North, Braddon ACT 2612
Member	Shelley Cooper Provenance, 101/47 Currong Street North, Braddon ACT 2612
Member	Anthony Ruggieri The Mark, 718/45 Ainslie Avenue, Braddon ACT 2612
Member	Parth Shah GPO Box 1050, SYDNEY NSW 2001
Member	Jun Ma Provenance, 305/47 Currong Street North, Braddon ACT 2612

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#### 2. MANAGEMENT

Does the Owners Corporation have a Managing Agent?

YES/NO

Yes, Agent's name and address:

Grady Strata  
Unit G2 / 65 Canberra Avenue  
KINGSTON ACT 2604

02 6251 1214

office@gradystrata.com.au

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#### 3. BOOKS & RECORDS

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

Unit G2 / 65 Canberra Avenue  
KINGSTON ACT 2604

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#### 4. INSURANCE

Policy No.	06S8039816	Chu Underwriters
Type:	Building	Broker: Honan Insurance Group Pty Ltd PO Box R1782, ROYAL EXCHANGE NSW 1225
Premium:	\$141,491.10	Paid on: 26/09/2025    Policy start date: 20/09/2025    Next due: 20/06/2026
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Building	\$176,083,400.00	\$0.00
Catastrophe	\$26,412,510.00	\$0.00
Loss of Rent	\$26,412,510.00	\$0.00
Public Liability	\$20,000,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$5,000,000.00	\$0.00
Govt. Audit Costs	\$25,000.00	\$0.00
Legal Expenses	\$50,000.00	\$0.00
Machinery Breakdown	\$100,000.00	\$0.00
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00

4.1 A copy of the Certificate of Currency is attached.

4.2 A copy of the current insurance valuation report is attached (if available)

---

#### 5. CONTRIBUTIONS

5.1 When does the current financial year for contributions begin? 01 Jan 2026

5.2 Contributions due from this unit for the current financial year:  
Annual – \$5,087.40

Administrative ( General) Fund instalments (as determined under S78):	
Total amount last determined with respect to the lot	\$4,333.80
Number of instalments payable (if contributions payable by instalments)	4
Amount and due date of each instalment	
Quarterly Admin/Sinking Levy 19/12/2025 - 18/03/2026	24 Mar 2026 \$1,083.45
Quarterly Admin/Sinking Levy 19/03/2026 - 18/06/2026	24 May 2026 \$1,083.45
Quarterly Admin/Sinking Levy 19/06/2026 - 18/09/2026	24 Aug 2026 \$1,083.45
Quarterly Admin/Sinking Levy 19/09/2026 - 18/12/2026	24 Nov 2026 \$1,083.45
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 \$753.60  
Number of instalments payable (if contributions payable by instalments) 4

Amount and due date of each instalment			
Quarterly Admin/Sinking Levy 19/12/2025 - 18/03/2026	24 Mar 2026		\$188.40
Quarterly Admin/Sinking Levy 19/03/2026 - 18/06/2026	24 May 2026		\$188.40
Quarterly Admin/Sinking Levy 19/06/2026 - 18/09/2026	24 Aug 2026		\$188.40
Quarterly Admin/Sinking Levy 19/09/2026 - 18/12/2026	24 Nov 2026		\$188.40
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.**

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## 7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

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## 8. DEVELOPER CONTROL PERIOD

The developer control period has expired.

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## 9. SUSTAINABILITY INFRASTRUCTURE

The corporation has installed sustainability infrastructure. 65.12kW solar installed by Owners Corporation and held on behalf of owners in proportional share of the Unit Entitlement. Power delivered to Common Property.

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## 10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency
-----------------	---------------	-----------

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**11. PLANNING AND LAND AUTHORITY – CROWN LEASE EXTENSION**

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

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

NO

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

YES

If Yes:

Embedded Network Services: ELECTRICITY/HOT WATER/INTERNET  
Embedded Network Provider: ENERGY LOCALS/OPTICOMM

---

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

---

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

A copy of the Minutes of Meetings is attached.

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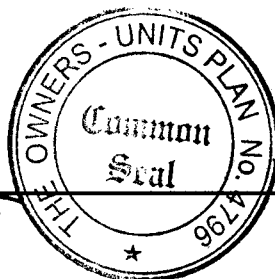
The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

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: 24 April 2026

The Common Seal of  
The Owners - Units Plan No .4796  
was hereunto affixed in  
the presence of

  
Signature





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>HU0006154396</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	20/09/2025 to 20/06/2026 at 4:00pm
<b>Plan Number</b>	4796
<b>The Insured</b>	THE OWNERS - UNITS PLAN NO.4796
<b>Situation</b>	2 BATMAN STREET BRADDON ACT 2612

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## Sections

### Section 1 – Insured Property

Building: \$176,083,400

Common Area Contents: \$1,760,834

Loss of Rent & Temporary Accommodation (total payable): \$26,412,510

Lot Owners' Fixtures and Improvements (per lot): \$250,000

### Optional Extensions:

Catastrophe Insurance Sum Insured: \$26,412,510

Extended Cover - Loss of Rent & Temporary Accommodation: \$3,961,876

Escalation in Cost of Temporary Accommodation: \$1,320,625

Cost of Removal, Storage and Evacuation: \$1,320,625

Machinery Breakdown: Not Selected

Lot Owners' Contents inclusion (per lot): Not Selected

### Section 2 – Liability to Others

Sum Insured: \$20,000,000

### Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

### Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

### Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

### Section 6 – 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

**Flood Cover is included.**

Date Printed

12/03/2026

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 QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# 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 4796**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 24<sup>th</sup> February 2026

*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
24 <sup>th</sup> February 2026	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.



.....[6th March 2026]

*[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  
NOTIFICATION OF REDUCED QUORUM DECISIONS  
THE MARK AND PROVENANCE  
UNITS PLAN 4796  
47 CURRONG STREET, BRADDON, ACT, 2612**

Held Two24 Conferencing, Level 1/224 Bunda St, Canberra City & Via Zoom on **Tuesday 24<sup>th</sup> February 2026 at 6:00 pm** As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Members Present:**

<b>Lot</b>	<b>Unit</b>	<b>Representatives</b>
22	222	Nicolas Carrin
47	316	Medina Hajdarevic & Proxy
50	319	Heidi Kylinda Madden
59	329	Dianne Gbel
125	601	Melizza Chua
145	621	D N & A E Trowbridge
157	702	Guy A Norrie & Alexandra I Dunbar
173	718	Anthony Paul Ruggeri
181	902	The Whiting Family Co ATF The Whiting Property Trust
182	903	Hilary Jane Bambrick
183	904	Georgia Hayes
196	G02	A P & L A Dawson
198	G04	Giles Jamie Wholohan
215	101	Shelley Christine Cooper
224	110	Phillipa Wendy Marks
236	122	Rodney Lambert
241	205	J F Lynch
278	320	Hilary J Bambrick
280	322	Warwick Michael Vance & Kerry Joy Cambridge
281	401	Daniel Connell & Gail Winkworth
286	406	Xinwen He
294	414	J Wharton & K Wharton
313	511	Susan Jane Mickleburgh

**Proxies:**

Lot	Unit	Representative	Appointing	Lot	Unit
214	G20	Denisse Yvanovich	Rodney Lambert	236	122
231	117	Farzana Choudhury	Rodney Lambert	236	122
250	214	Rashmi Sindhu Chary	Rodney Lambert	236	122
254	218	Vana Tark	Rodney Lambert	236	122
336	G03	U336 Pty Ltd	Warwick Vance	280	322
337	G04	U337 Pty Ltd	Warwick Vance	280	322
302	422	Altair No 1 Pty Ltd	Dianne Gbel	59	329
338	G05	Altair No 1 Pty Ltd	Dianne Gbel	59	329
352	101	Altair No 1 Pty Ltd	Dianne Gbel	59	329
364	113	Altair No 1 Pty Ltd	Dianne Gbel	59	329

**Absentee Voting Forms: N/A****Apologies: N/A****Grady Strata & Facilities Representatives:** Michael Grady, Thomas Cubbin & Greg Holland

The managing agents, Mr Michael Grady & Mr Thomas Cubbin of Grady Strata & Facilities, welcomed members of the Owners Corporation into the meeting. Each member was informed that votes would be cast by raising the voting paddles for each motion.

Ms. Shelley Cooper assumed the position of Chair as the current Chair of the Executive Committee.

The managing agent advised at 6:00pm that a quorum had not been achieved and therefore the meeting would officially commence at 6:30pm.

The managing agent gave an overview of operational and financial milestones over the last 12 months, a general update on the status of defects, upcoming works related to them and an overview of long-term goals identified which align with the updated sinking fund expenditure proposed at this meeting. The meeting formally commenced at 6:30pm.

**Motion 1: Minutes of Annual General Meeting 12 February 2025 (Ordinary Resolution)**

**Motion 1:** "That the Owners Corporation adopt the minutes of the 12th February 2025 Annual General Meeting as provided."

**Motion Carried****Motion 2: Financial Statements (Ordinary Resolution)**

**Motion 2:** "That the Owners Corporation adopt the audited financial statements for the financial year ended 31st December 2025."

**Motion Carried**

**Motion 3: Sinking Fund Plan Update (Ordinary Resolution)**

**Motion 3:** *“That the Owners Corporation agree to amend the current Sinking Fund Plan supplied by QIA and previously adopted at the 2025 AGM in accordance with the below amendments.*

*The Sinking Fund Plan now includes new items and adjusts the lifetimes to existing ones where considered appropriate. To accommodate, the levy contributions have been increased to ensure the Sinking Fund Plan balance does not turn negative - implemented changes are as follows:*

- *Adjust lifetime of roller door replacements to 10 years.*
- *Adjust lifetime of fire panel to 15 years.*
- *Include provisions for solar panels replacement at 20 years.*
- *Amalgamate lift refurbishment and mechanical upgrades to a single line item for replacement of the lifts at a 25 year lifespan based on industry guidance.*
- *Amend internal painting (corridors, lobbies, doors) to occur in 2026 with a 10-year refresh timeline.*
- *Amend intercom replacement to occur in a single year (2026) rather than across 3 years at 2 year intervals due to lack of availability of intercom parts.*
- *Increase annual escalation of Sinking Fund Levies from 5% to 7.6% to ensure the Sinking Fund Plan balance does not turn negative throughout a 38 year time horizon.”*

**Motion Carried**

**Motion 4: 2026 Administrative Fund Budget & Levy (Ordinary Resolution)**

**Motion 5:** *“That the Owners Corporation RESOLVE to adopt an administrative budget of \$1,358,516.80 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners in accordance with their unit entitlements and payable via 4 instalments due on 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026.”*

**Motion Carried**

**Motion 5: Grease Trap Budget & Levy (Special Resolution)**

**Motion 5:** *“That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a Grease Trap budget of \$7,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 334, 335, 339, 340, 342, 343, 344, 345, and 350 in accordance with their unit entitlements and payable via 4 instalments due on 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026.”*

**Motion Carried by Special Resolution**

**Motion 6: The Mark Sanitary Services Budget & Levy (Special Resolution)**

**Motion 6:** *“That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for The Mark sanitary services of \$5,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 334 – 351 and Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026.”*

**Motion Carried by Special Resolution**

**Motion 7: Level One Commercial Bathroom Cleaning Budget & Levy (Special Resolution)**

***Motion 7:** “That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for cleaning of the Level one commercial bathroom of \$20,700.00 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026.”*

**Motion Carried by Special Resolution**

**Motion 8: Sinking Fund Budget & Levy (Ordinary Resolution)**

***Motion 9:** “That the Owners Corporation RESOLVE to adopt the proposed Sinking Fund expenditure budget of \$581,773.04 (plus GST) and that a contribution of \$236,230.91 (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 24 March 2026, 24 May 2026, 24 August 2026 and 24 November 2026.”*

**Motion Carried**

**Motion 9: Executive Committee Election (Ordinary Resolution)**

***Motion 9:** “That the Owners Corporation agree to create 7 Executive Committee Positions and appoint the below owners to stand as Executive Committee members until the next Annual General Meeting”.*

Lot	Unit	Representative
173	718	Anthony Ruggeri
198	G04	Giles Wholohan
214	G20	Denisse Yvanovich
215	101	Shelley Cooper
236	122	Rodney Lambert
263	305	Jun Ma
336	G03	Parth Shah

**Notes:** The meeting noted and formally thanked Warwick Vance for his years of service on the Executive Committee, and acknowledged his decision to step down.

**Motion Carried**

## ONGOING MAINTENANCE

The meeting **noted** that the maintenance plan drafted by QIA Group provides for monthly, quarterly, 6-monthly, annually and a longer-term maintenance schedule and a description of the type of maintenance required to each asset. A copy of the maintenance plan is available via the Owners Portal or on request via email to Grady Strata. The meeting also **noted** a number of ongoing maintenance contracts were anticipated to expire during the financial year and a formal tender proposal will be undertaken by the incoming committee for each.

## FIRE SAFETY REVIEW

The meeting **noted** that the buildings fire equipment and assets are presently being serviced in accordance with the relevant Australian Standards by 360 Degree Fire. Fire equipment and infrastructure recorded as non-compliant with the standards are assessed as to whether they are a construction defect or failures post-construction before approval for remediation or otherwise. The meeting **noted** that there is no known ACP 'flammable cladding' affixed to the building.

The meeting **noted** an ongoing issue with smoke doors leading into the lift foyers in the basement being incorrectly left open and that action was being considered to reduce/stop this from occurring.

## DEFECTS PROJECT AND NEW STRUCTURAL DEFECTS

The meeting **noted** action taken and progress over the last year as outlined in the EC letter in the agenda. It noted that the remaining list of Not Agreed defects is now relatively small, with further expert input on a handful of matters expected to reduce it further, supporting a goal of resolving this stage early 2026 so rectification works can commence.

Further clarification was provided at the meeting about the budgeted expenditure of \$70,000 towards legal fees, and how it assists in progressing the above-mentioned defect rectifications, noting that this is based on an estimate of costs provided by Sparke Helmore Lawyers.

The meeting **requested** Owners to submit any new defect potentially of a structural nature within their unit eg water ingress, with the developer and builder, copied to Grady. This will streamline the list of defect rectification requests and assist in speeding up the repair process. The meeting **noted** that enforcement action for structural defects is still available via the Construction Occupations Registrar, however statutory warranties under the Building Act 2004 had now expired.

**Motion 10: Insurance Renewal (Ordinary Resolution)**

**Motion 10:** *“That the Owners – UP 4796 note the currency and extent of coverage provided for Units Plan 4796 in accordance with the attached Certificate of Currency provided by CHU Insurance for the period 20/09/2025 – 20/03/2026 and agree for the policy/s to be adjusted on renewal in consultation with the Executive Committee for the following renewal period, including two consecutive 6-month terms if required.”*

The meeting **noted** that the OC has disclosed the confirmed tobacconist tenancy to the insurer via the broker. Insurers commonly apply higher premiums/excesses and may add security/operational conditions for these uses. Under Rule 18 – Insurance Premiums (Obligation of Owners) If a unit’s activity increases the building premium, the OC may require the relevant owner(s) to reimburse the increased amount, payable on demand, with a broker’s letter being conclusive evidence of the increase; if a claim excess arises due to a wilful/negligent act or rule breach, the OC may also seek that excess from the relevant owner. The OC will use the broker’s written quantification to apportion any confirmed loading to the tobacconist lot(s) and issue demands in line with the Rules.

The meeting noted that the insurer has twice offered only six-month terms pending greater certainty around building defects. To satisfy underwriting requirements and position the scheme for improved terms, the EC via the Strata Manager will need to provide the broker/insurer with regular updates showing the status of all defects (open/closed/under investigation), any progress reports on rectification works, and updates on legal decisions/milestones under the Deed(s). In parallel, we will continue to progress and close defects that fall outside the Deed, supplying completion evidence. This transparency and risk improvement program is aimed at reducing underwriting uncertainty, limiting excesses/conditions, and returning to 12-month policy terms as soon as practicable.

The meeting discussed potential risks related to alleged illegal activities within the tobacconist, particularly sale of vapes and illegal tobacco. The incoming Committee will review further steps available to it to address.

The meeting **noted** disclosure of Grady Strata and Facilities share of remuneration in relation to the Owners Corporation insurance policy over the previous year (20 March 2025 to 20 March 2026) of \$24,945.97 excl GST, in relation to the premium paid of \$279,713.30 incl GST.

***Motion Carried***

**Motion 11: Amendment Of Rules – Security (Special Resolution)**

**Motion 11:** *“That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to amend the Rules of UP4796 to amend point 16.1 and insert 16.3 as follows:*

*Rule 16. Security of the common property*

1. *A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes, within storage cages or outside but close to the complex, including within a lockbox.*
3. *A unit owner must not Install a combination locks or similar hardware on letterboxes.”*

***Motion Carried by Special Resolution***

The amended rule will now read as follows:

***“16 Security of the common property***

1. A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes, within storage cages or outside but close to the complex, including within a lockbox.
2. A unit owner must not Install a combination locks or similar hardware on letterboxes.”
3. A unit owner must do the following, or ensure an occupier of their unit does the following:
  - a) Ensure fire and security doors are locked or closed when they are not in use
  - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

**Motion 12: Amendment Of Rules – Balconies and Balustrades (Special Resolution)**

**Motion 12:** *“That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules to include Balconies and balustrades drying of laundry as follows:*

*Rule 20 – Laundry on Balconies and Balustrades*

1. *A unit owner must not hang, drape, secure or display any laundry, clothing, linen, rugs or other items over, from or on a balcony balustrade, or in a way that projects beyond the top or outer edge.*
2. *A unit owner must not fix any hook, bracket, clothesline or similar attachment to a balustrade.*
3. *Laundry may be dried on a balcony only if—*
  - a. *it is placed wholly inside the balcony on a free-standing airer, or on a clothesline fixed to a wall or ceiling (not to the balustrade) with any required prior approvals; and*
  - b. *it is secured (e.g., pegged or weighted) so that no item can fall or blow from the balcony; and*
  - c. *reasonable steps are taken to prevent water dripping to lots or common property below.*
4. *A unit owner must not leave laundry or other loose items on a balcony during windy weather where there is a realistic risk items may blow away or fall, creating a hazard or disturbance.*
5. *Items must not obstruct façade drainage/weep holes, fire-safety features, air-intakes, or create a climbing hazard.”*

**Motion Carried by Special Resolution**

**Motion 13: Amendment Of Rules – Valve Compliance Program Contributions (Special Resolution)**

**Motion 13:** *“That the Owners Corporation RESOLVE by SPECIAL RESOLUTION, in accordance with Section 78(2)(b) of the Unit Titles (Management) Act 2011, to adopt a method of calculating administration fund contributions for a valve compliance program and include within the registered Rules as follows:*

*Rule 21 – Valve Compliance Program Contributions*

*Notes: The ‘Valve Compliance Program’ (being the inspection, testing and like-for-like replacement of tempering valves, isolation valves and pressure-reducing valves (PRVs) that serve a single unit but are located on or accessed from common property).*

1. *Only the stated class of owners, being all residential units [Lots 1 – 333] are liable for Valve Compliance Program contributions.*
2. *Each stated unit pays an equal fixed share per program cycle (equal-share, not unit entitlement).*
3. *Contributions raised under this method must be applied only to Valve Compliance Program costs (contractor charges, consumables and reasonable administration).*
4. *Fairness (s 78(3)): This method is fair, having regard to:*
  - a. *the structure of the plan (unit-serving valves are clustered in common-property risers immediately adjacent to each unit’s plumbing);*
  - b. *the nature and use of residential lots (identical scope per dwelling and shared compliance/quality outcomes); and*
  - c. *burden matches benefit (only the units whose valves are maintained are charged; equal shares reflect identical works per unit).*
5. *This method continues until amended or revoked by special resolution or by ACAT order.*
6. *This method takes effect for contributions levied on and from 24 March 2026”*

**Motion Carried by Special Resolution**

**Motion 14: Amendment Of Rules – Valve Maintenance & Access (Special Resolution)**

**Motion 14:** *“That the Owners Corporation RESOLVE by SPECIAL RESOLUTION, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules to include Valve Maintenance & Access Rules as follows:*

*Rule 22. Valve Maintenance & Access*

- 1. This rule applies to tempering valves, isolation valves and pressure-reducing valves (PRVs) that serve a single unit and are located on or accessed from common property.*
- 2. Each owner must ensure those components are maintained, inspected and replaced as necessary to meet applicable Australian Standards and manufacturer requirements (including, without limitation, annual functional tests and timely replacement when due or non-compliant).*
- 3. Owners must co-operate with reasonable access from common property, and (where unit entry is reasonably required to test outlets or isolate lines) must provide access at scheduled times.*
- 4. The OC may appoint licensed contractors to deliver a building-wide compliance program for testing and like-for-like replacement to ensure consistent outcomes and record-keeping.*
- 5. If an owner fails to comply with this rule within a reasonable time after written notice, the OC may step-in to arrange inspection, testing, maintenance, repair or replacement. The OC’s reasonable costs (including contractor fees and reasonable administration) are amounts owing by that owner to the OC, recoverable with interest and enforceable (including by a registered charge) in accordance with the Act.*
- 6. For non-urgent unit entry, the OC will give at least 7 days’ written notice. The OC may act without prior notice in an emergency, consistent with the Act.*
- 7. An owner who arranges private maintenance must provide the OC with test/replacement records within 7 days so the compliance register remains current.”*

*Note: This alternative rule sets a positive obligation on owners for maintenance and access cooperation, and provides an Owners Corporation step-in and on-charge pathway where an owner fails to comply.*

**Motion Carried by Special Resolution**

**Motion 15: Solar Panel Infrastructure Buyout (Special Resolution)**

***Motion 15:** “That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to approve the buy-out of the rooftop solar photovoltaic infrastructure currently located on common property and owned by SkyCell (the “Solar PV Infrastructure”) for the purchase price of \$75,000.00 plus GST, and to delegate implementation to the Executive Committee, authorising it to negotiate, finalise and execute all documents and do all things necessary or incidental to complete the transaction (including any deed of assignment/transfer, bill of sale, metering/retailer forms and network notifications), with documents executed in accordance with UTMA s 9A, and to approve payment of the purchase price and all transaction costs from the sinking fund, and to direct that the sinking fund plan be updated to include the acquisition and the future renewal/replacement of the Solar PV Infrastructure.”*

***Motion Carried by Special Resolution***

**GENERAL BUSINESS**

**Building Electrification**

The meeting **noted** that a sub-committee is being established within the Owners Corporation to consider the overall electrification of the building (including de-gassing and EV charging infrastructure). Further details were discussed regarding the ACT Government’s Electrification Pilot undertaken throughout the year.

While The Mark and Provenance was not successful in being selected as one of the seven participating buildings, Grady Strata & Facilities manages three of the seven buildings involved in the pilot, including one that is of a similar size and design to Mark and Provenance. The results, data and anonymised reports for all seven buildings are anticipated to be released in March–April 2026.

Subject to the express permission of the comparable building, Grady Strata & Facilities expects to be able to provide Mark and Provenance with a non-anonymised version of that building’s report. This would be provided solely to assist Mark and Provenance with its own assessment of electrification pathways and potential infrastructure changes for the Owners Corporation’s consideration.

### **Electrification Subcommittee**

The meeting went on to discuss decarbonisation more broadly, including the building's gas hot water system and the level of appetite among those present for EV charging.

Giles Wholohan (a member of the electrification sub-committee) spoke to outcomes and recommendations previously discussed at sub-committee meetings. He outlined an option to undertake a full evaluation of the building's current electrical load and capacity, including an overview of the available electrification options and indicative costs to implement them.

It was noted that Solar Choice could provide services relating to EV charging, solar, and hot water options, with an assessment process that may involve monitoring electricity usage for up to two weeks to determine peak load and related capacity constraints.

Given the meeting's interest in this topic, the incoming Committee expressed a desire to carry this discussion forward to its first meeting, and for consideration of the members of the electrification sub-committee.

### **Common Hallway Skirting Boards**

The meeting discussed the logistical approach of replacing common area skirting boards with tiles, noting this methodology has already been applied to the ground floor hallways. The discussion was primarily framed around wear and tear, and the ongoing damage sustained to skirting boards, which increases maintenance requirements due to the limited durability of the existing product.

The incoming Committee will consider whether this approach should be extended to other areas, how it would be undertaken, and what the associated costs may be.

### **Meeting Reminder Notices**

It was **requested** that reminder notices be placed in the lifts and on noticeboards to advise residents of any future General Meetings.

**Meeting closed at 8:28pm**

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 20 January 2026 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Shelley Cooper, Warwick Vance, Andrew Mackey, Rodney Lambert, Jun Ma, Denisse Yvanovich

APOLOGIES: Parth Shah

OTHERS PRESENT: Nil

### 1 MEETING CHAIR AND APOLOGIES

- 1.1 Shelley **welcomed** members to the meeting.
- 1.2 The EC **noted** apologies from Parth Shah

### 2 ADOPTION OF MINUTES

- 2.1 Minutes of the last meeting of the Executive Committee (EC) held on 2 December 2025 were adopted as a true and accurate account of the proceedings of that meeting.

### 3 ACTION LIST

- 3.1 The EC **reviewed** the outstanding action list noting that significant matters would be dealt with under other items on the agenda.
- 3.2 The EC **noted** that Stone Doctor will undertake repair of sandstone tiles along the Ainslie Avenue side of Provenance in February at similar or lower cost than BBZ

### 4 OUTSTANDING QUOTES

- 4.1 The EC **noted** that Mitchell Glass had repaired the damaged glass in the door of Provenance at 43 Currong Street and that the invoice for repairs had been sent to the person responsible for the damage.
- 4.2 The EC **noted** Mitchell Glass has been requested to quote to replace damaged glass in units 1105 and 1005 of The Mark. **Noting** that in both instances the glass is shared between each unit's winter garden and the external building, the EC **agreed** that the cost would be shared between the owner and the OC.
- 4.3 The EC **considered** two quotes for ongoing maintenance of roller doors into bin areas and basement car entry. The EC **accepted** a quote for **\$2800 plus GST** from Precision Access

### 5 LEGAL/DEFECTS

- 5.1 The EC **noted** recent correspondence from Sparke Helmore advising of the appointment of a Determining Expert and that the EC would need to finalize the list of "not agreed" and "partly agreed" defects for his consideration.
- 5.2 In relation to the Skycell agreement relating to the solar cells on the roof of Provenance, Grady and the EC have discussed the possibility of buying out Skycell rather than paying Skycell for the energy produced. The EC **agreed** that this issue should be **referred to the AGM**.

### 6 ADMINISTRATIVE MATTERS

- 6.1 The EC **discussed** whether to bring forward painting of all common area hallways which had been requested by a number of owners. **Noting** that the Sinking Fund anticipated that the painting should take place in 2029 at an estimated cost of around \$161,000 for walls, \$75,000 for ceilings and \$54,000 for doors, the EC **decided** to call for tenders and **refer to the**

**AGM** the decision to update the Sinking Fund to allow for painting to be brought forward.

- 6.2 The EC **agreed** to obtain a quote from Southern Sullage to undertake the April grease trap clean.
- 6.3 In relation to "Rule 4 Alterations & Erections", EC **noted** that Lot 210 had still not submitted an application to approve their gate covering in accordance with OC Rules. Denisse agreed to contact the owner and failing a response within a week, the EC **agreed** the matter should go to ACAT.
- 6.4 The EC **agreed** to a draft note to owners, as prepared by Grady, drawing attention to the possibility of failure of braided hoses in toilet cisterns and that in such an event, the owners would be responsible for the cost of repairs. The EC **decided** that the note should also be placed on noticeboards.

## **7 Insurance**

- 7.1 The EC **noted** that our insurance broker had requested a list of commercial tenants and that there is potential for an insurance premium increase from having convenience store tenants
- 7.2 The EC also **noted** that OC Rules provide for reimbursement of additional premiums from a tenant resulting from the activities of that tenant
- 7.3 **Noting that** this and other risks from such tenancies have been raised by an owner and **EC agreed** this issue be discussed at the AGM.

## **8 FROM AGM**

- 8.1 Bin Room Access – The EC **accepted** a Grady recommended process and procedure allowing residents to obtain, by prior booking from the Building Manager, temporary access to bin rooms between 4pm and 7 pm. Monday to Friday and 9 am to noon Saturday.

## **9 FOR AGM (see also Paragraphs 5.2, 6.1, 7.1 and 10.2)**

- 9.1 The EC **agreed** that draft Rules prepared by Grady re hanging or display of objects on Balustrades should be presented to the AGM for approval.

## **10 GENERAL BUSINESS – BREAK-IN STORAGE LOCKERS**

- 10.1 The EC **discussed** recent break-ins of storage lockers on 14<sup>th</sup> and 15<sup>th</sup> January due to owner leaving keys and fobs in letter box and that exit from the basement was aided on 15<sup>th</sup> by a fob stolen from within a storage cage that was broken into. The EC **agreed to authorise the Strata Manager** to issue a Rule Infringement Notice to the owner of Lot 271 as there has been a clear rule breach. UP4796 Rule 16(1) expressly bans storing security cards/keys/access devices "in or on common property, within letter boxes..." and that stolen/lost cards/fobs must be reported immediately and was not done in this instance.
- 10.2 The EC also **agreed** to ask the Strata Manager to prepare an amendment to the Rules for the AGM to prohibit leaving keys/fobs in storage cages and having combination locks on a letter boxes (a clear sign that there are likely keys/fobs in them).
- 10.3 EC **agreed** to clearly authorise Grady to take all appropriate steps to deactivate stolen devices or all devices temporarily if it is unclear which or how many devices have been stolen.
- 10.4 The EC **noted also** that lock boxes are not allowed to be stored anywhere on common property under Rule 7.

**11 REVIEW OF APPROVALS OUT OF SESSION**

11.1 EC **noted** that it had:

11.1.1 Agreed to a Defects Project update for owners, and

11.1.2 Agreed to a Vertical Rope Access quote for Height Safety Certificate for  
**\$5,040.20 Inc GST**

**12 NEXT MEETING**

12.1 The next meeting is the AGM and the EC **agreed** to ask Grady to arrange the meeting in February.

12.2 The EC agreed that, subject to venue availability and cost, that a hybrid meeting involving face to face and zoom be arranged.

**The meeting closed at 7:15 p.m.**

**Summary of Actions from the January Meeting**

- 4.2 Obtain quotes for glass repair – Grady to action
- 4.3 Approved quote for roller door maintenance – Grady to action
- 5.2 Refer possible purchase of solar panels to AGM – Grady to action
- 6.1 Obtain quotes for painting all common area hallways, ceilings and doors and refer to AGM – Grady to action
- 6.2 Obtain quote from Southern Sullage – Grady to action
- 6.3 Contact owner of Lot 210 – Denisse to action
- 6.4 Issue a note on braided hoses – Grady to action
- 7.1 Implications of certain tenancies on Insurance to be referred to AGM – Grady to action.
- 8.1 Bin Room access procedure approved – Grady to action
- 9.1 New rule re hanging or display of objects on Balustrades to be presented to the AGM for approval – Grady to action
- 10.1 Issue Rule Infringement Notice to Lot 271 – Grady to action
- 10.2 Amend Rules at AGM to prohibit leaving keys/fobs in storage cages and where there is a combination lock on a letter box – Grady to action
- 12.1 and 12.2 Arrange AGM for February as hybrid meeting subject to availability of venues – Grady to action.

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 2 December 2025 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Shelley Cooper, Warwick Vance, Andrew Mackey, Rodney Lambert, Jun Ma, Denisse Yvanovich

APOLOGIES: Parth Shah

OTHERS PRESENT: Nil

### 1 MEETING CHAIR AND APOLOGIES

- 1.1 Shelley **welcomed** members to the meeting.
- 1.2 The EC **noted** apologies from Parth Shah

### 2 ADOPTION OF MINUTES

- 2.1 Minutes of the last meeting of the Executive Committee (EC) held on 28 October and 4 November 2025 were adopted as a true and accurate account of the proceedings of that meeting.

### 3 ACTION LIST

- 3.1 The EC **reviewed** the outstanding action list noting that significant matters would be dealt with under other items on the agenda.

### 4 OUTSTANDING QUOTES

- 4.1 The EC **noted** that Forward Flooring has replaced the carpet tiles on Level 2, The Mark, and that it was awaiting a quote to cover work and the cost of tiles for other floors in both The Mark and Provenance.
- 4.2 The EC **noted** a request for payment of **\$495 per month** from Opticom for ongoing maintenance and future upgrades to Master Antenna Television services (MATV). The basis for this claim was unclear to the EC, and it was **noted** that Grady is seeking further clarification of the basis for this claim.
- 4.3 The EC **approved** a quote for **\$4,000** from Traffic Engineer, RD Gossip Pty Ltd to undertake a traffic management assessment to assist with converting Founders Lane to one way. The EC **noted** that changes to the building plan would not be considered by ACT Planning without such an assessment.
- 4.4 The EC **considered** a quote from Australian Smart Group for **\$2687.50 plus GST** for installation of one CCTV in the bin room and cabling to that part of the building to overcome issues with commercial bin room use. The EC **agreed** that Andrew Mackay would seek clarification on whether the quote for a single CCTV was reasonable.
- 4.5 The EC **considered** a quote from Australian Smart Group for installation of multiple CCTVs to permit access to commercial toilets for Lot 340 Commercial (which has applied for a liquor license.). Quote for the work is **\$9562.50 plus GST** with costs to be payable by tenants. The EC **approved the quote in principle** but noted there are related issues to be considered including who is the appropriate owner of the CCTV data given the cameras face common property, there are 2 other commercials with CCTV cameras also facing the common property which it believes are not approved (by the EC) and there may need to be consideration of how any additional costs of cleaning the toilets with additional customer use would be met.

### 5 LEGAL/DEFECTS

- 5.1 The EC **noted** recent correspondence between our lawyers and Chase/JWLand lawyers in regard to progressing the sorting out of Not Agreed defects so work can commence on rectification and that a note would go to Owners about progress in the next couple of weeks.

- 5.2 The EC **noted** we were still waiting for advice from Proctor Legal in order to finalise the Skycell agreement so it can be actioned.

## **6 ADMINISTRATIVE MATTERS**

- 6.1 The EC considered Rule 4 Alterations & Erections and **noted** that the current Alterations and Erections Form and Guidelines have been updated to include specifications of previously accepted fence/gate coverings.
- 6.2 The EC **discussed** the application of the guidelines to 2 units and **decided**:
- 6.2.1** In relation to Lot 204, that they be advised the decision on their application has been deferred while the EC considers possible alternative fence/gate coverings for ground floor units to that approved previously and noted in the Alterations and Erections application form
- 6.2.2** In relation to Lot 210, they be advised that the EC is considering possible alternative gate/fence coverings for ground floor units to that approved previously and noted in the Alterations and Erections Application form and that in the interim they be asked to submit an application to approve their gate covering in accordance with OC Rules.
- 6.3 The EC **agreed** that, for the benefit of owners and residents, a series of reminders about living in our apartment complex be issued from time to time. Subjects would include some of the OC Rules, rubbish/storage. Lot maintenance etc.

Andrew Mackey left the meeting at 6:47 p.m.

## **7 FROM AGM**

- 7.1 In relation to the Community Notice Boards, the EC **noted** that all EC members would be authorized persons for ensuring use policy is adhered to and removal of items that are misleading or contain inaccuracies.
- 7.2 The EC **noted** that a recent edition of *Founders Times*, placed on the Community Notice Board, contained inaccuracies, and also published information about the OC's current legal case regarding defects which should be treated as in-confidence to owners. As a co-editor, Denisse agreed that that would not occur in future.

## **8 FOR AGM**

- 8.1 The EC **agreed** that Rules prepared by Grady for a draft Valve Compliance Program should be presented to the AGM for approval.

## **9 REVIEW OF APPROVALS OUT OF SESSION**

- 9.1 EC agreed to referral of "not agreed" items to Determining Expert.
- 9.2 EC agreed to allow Chase/Altair an extra week to respond re our choice of Determining Expert
- 9.3 EC agreed to proceed to ask Resolution Institute to nominate Determining Expert as Chase/Altair had not responded to OC's suggested DE.

## **10 NEXT MEETING**

- 10.1 The next EC meeting is scheduled to be held on **Tuesday 20<sup>th</sup> January**
- 10.2 The schedule of proposed future meetings is as follows:  
AGM – around mid-February

**The meeting closed at 7:05 p.m.**

**Summary of Actions from the December Meeting**

- 4.2 Consider advice from Opticom when provided – Grady obtaining
- 4.3 Approved quote for Traffic management assessment - Grady to action.
- 4.4 Clarify reasonableness of CCTV quote with Grady - Andrew Mackay
- 4.5 Quote for G7 approved in but further advice to be provided on related issues - Grady
- 5.1 Note for Owners re defects to be done - EC
- 6.1 Consider possible alternative fence/gate coverings for ground floor units in addition to already approved covering - EC
- 6.3 Topics for regular information sheets to be produced – EC for Grady to implement – EC for Grady to implement.
- 7.2 Ensure *Founders Times* does not discuss Defects Project – Denisse Yvanovich
- 8.1 Valve replacement proposal to be included in next AGM agenda – Grady.

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 16 September 2025 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Andrew Mackey, Rodney Lambert, Jun Ma and Denisse Yvanovich

APOLOGIES: Parth Shah and Shelley Cooper

OTHERS PRESENT: Nil

### 1 MEETING CHAIR AND APOLOGIES

- 1.1 Warwick was accepted as chair of the meeting in Shelley's absence.
- 1.2 The EC **noted** apologies from Parth Shah and Jun Ma.

### 2 ADOPTION OF MINUTES

- 2.1 The minutes of the last meeting of the Executive Committee (the EC) held on 19 August 2025 were adopted as a true and accurate account of the proceedings of that meeting.

### 3 ACTIONS LIST

- 3.1 The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes

### 4 OUTSTANDING QUOTES

- 4.1 The EC **considered** a proposal from Forward Flooring for a test replacement of Common Property Carpet Tiles. The proposal was to do a test replacement of tiles on the whole of Level 2 of The Mark using the existing stock of tiles. The quote was for an hourly rate of **\$105 plus GST** per hour with a total estimate of around **\$1700-\$2000**. The EC **decided to accept** the proposal and asked that it be provided with "before" and "after" photos
- 4.2 The EC **noted** that at the 5 August meeting priorities for gardening rectification were determined to be Tree pruning, Lawn Rejuvenation & irrigation and Level 8 Works. The EC **noted** that the Tree pruning was urgent, and that a quote had been accepted out of session (see para 10.1). The EC **decided** that the first four items in the Focus Facilities quote of 18 Feb 2025 relevant to Lawn rejuvenation and irrigation at a cost of **\$4094.83 incl GST**, should be **accepted**.

### 5 LEGAL

- 5.1 The EC **noted** that Grady had emailed Chase/JWLand to clarify their position on the "not agreed" items which were not considered at the conclave on 14<sup>th</sup> and 15<sup>th</sup> August. Also **noting** that the email was sent on 8 September, the EC asked that a response be sought by 27 September.
- 5.2 The EC asked whether Grady could follow up on the Skycell agreement and advise the Committee.

### 6 ADMINISTRATIVE MATTERS

- 6.1 The EC **noted advice** concerning a previous committee decision that Lot 210's refusal to remove an unapproved gate covering be taken to ACAT and **agreed** to the following motions:
  - 6.1.1 That the EC **revoke** its previous decision to take the matter of Lot 210's gate covering to the ACAT and advise the owner of Lot 210 accordingly; and

- 6.1.2 The EC prepare “Courtyard Screening and Gate Covering Guidelines” for approval by the OC and to amend the modification and erection application form to be in line with those guidelines

## **7 FINANCIALS**

- 7.1 The EC **noted** the financial reports and that current Sinking Fund Term Deposits had been invested as follows:
- 7.1.1 TD3 \$200,000 for 12 months at 3.75% maturing April 2026
  - 7.1.2 TD4 \$200,000 for 3 months at 4.1% maturing November 2025
  - 7.1.3 TD5 \$208,900 for 12 months at 3.65% maturing August 2026

## **8 INSURANCE**

- 8.1 The EC **noted** that Grady were currently negotiating with Honan Insurance Brokers and the insurers regarding renewal of the Insurance policy which is due on 30 September.

## **9 FROM THE AGM**

- 9.1 The EC **agreed** to a Notice Board Use Policy (as per the attachment) and the purchase of four Community Notice Boards at a cost of **\$108** each for placement adjacent to the lifts on the ground floor of each tower in the complex. The EC **further agreed** that Denisse would purchase the Boards and pins, coordinate hanging of the boards with the Building Manager and obtain reimbursement from Grady.
- 9.2 The EC **noted** that Australian Smart Group had devised a way of setting up out of hours bin room access. Details would be advised shortly.

## **10 CONFIRMATION OF OUT OF SESSION APPROVALS**

- 10.1 Focus Facilities for Tree Pruning **\$5694 Inc GST** (approved by EC)

## **11 GENERAL BUSINESS**

- 11.1 The EC also asked that the gardening contractor give more time to watering the large pots and provide advice whether less trimming plants and allowing them to create a hedging effect (e.g. at the front of 43 Currong St N near Unit G20) was feasible.
- 11.2 The Treasurer (Jun) noted that there was a high level of outstanding levies (more than \$21,000 over 120 days) and asked that the EC be advised of Grady’s debt recovery protocols.

## **12 MEETING SCHEDULE**

- 12.1 The next EC meeting is scheduled to be held on **Tuesday 14<sup>th</sup> October**
- 12.2 The schedule of proposed future meetings is as follows:
- Tuesday 11 November
  - Tuesday 9 December
  - Tuesday 20 January (6 weeks)

**The meeting closed at 6:38 p.m.**

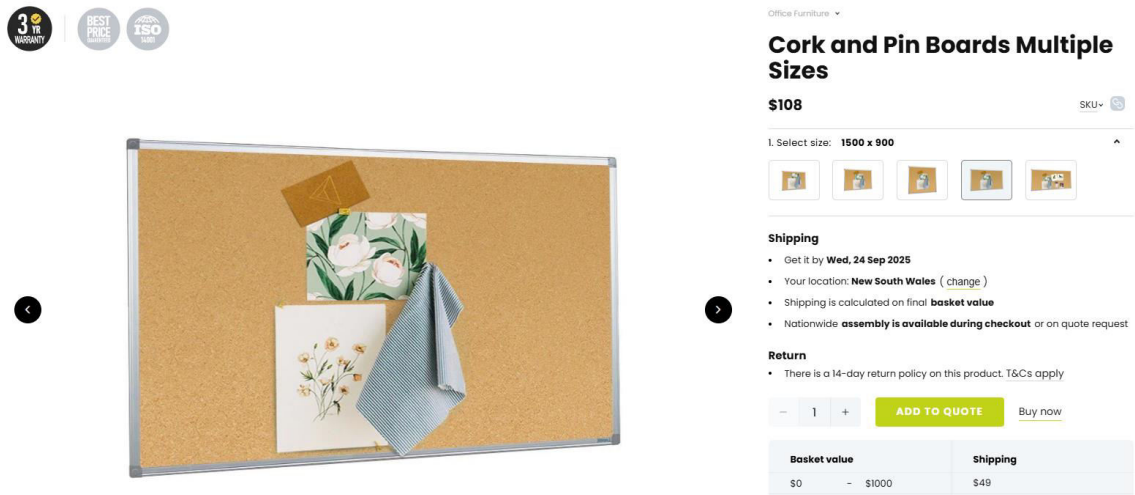
Attachment to Minutes of EC Meeting 16 September 2025

Notice Board Use Policy

1. All notices must be dated with an identified author
2. Notices that are after 30 days will be removed
3. Anything offensive will be removed by an authorised person

This board is to support our community

Board proposed to be purchased through Office Works



Office Furniture ▾

### Cork and Pin Boards Multiple Sizes

**\$108** SKU ▾

1. Select size: **1500 x 900** ▾

**Shipping**

- Get it by **Wed, 24 Sep 2025**
- Your location: **New South Wales** ( [change](#) )
- Shipping is calculated on final **basket value**
- Nationwide: **assembly is available during checkout** or on quote request

**Return**

- There is a 14-day return policy on this product. T&Cs apply

– 1 + [ADD TO QUOTE](#) [Buy now](#)

Basket value		Shipping
\$0	– \$1000	\$49

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 28 October 2025 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Shelley Cooper, Warwick Vance, Andrew Mackey, Rodney Lambert

APOLOGIES: Parth Shah

OTHERS PRESENT: Nil

### 1 MEETING CHAIR AND APOLOGIES

- 1.1 The meeting commenced at 5:45 when a quorum was achieved. Shelley **welcomed** members to the meeting.
- 1.2 The EC **noted** apologies from Parth Shah

### 2 ADOPTION OF MINUTES

- 2.1 The minutes of the last meeting of the Executive Committee (the EC) held on 16 September 2025 were adopted as a true and accurate account of the proceedings of that meeting subject to amendment of apologies to note an apology from Shelley Cooper, and that Jun Ma was present.

### 3 ADMINISTRATIVE MATTERS

- 3.1 The EC **agreed in principle** to a draft paper prepared by Grady setting out a method for working out general fund contributions for the "Valve Compliance Program" (being the inspection, testing and like-for-like replacement of tempering valves, isolation valves and pressure-reducing valves (PRVs) that serve a single unit but are located on or accessed from common property and **noting** that the draft would be put to a General Meeting for approval.
- 3.2 The EC **discussed** a recent break-in of a few storage cages in the basement and **agreed** that in the first instance Grady is to advise the EC, then message residents and owners appropriately. Office holders would be available to assist at short notice and EC will agree on key messages to be included.
- 3.3 The EC **noted** that Australian Smart Group had worked out a process for allowing owners temporary access to the bin room when the Building Manager (BM) is not present and that the BM would recommend a procedure for that access to be agreed by the EC.

### 4 LEGAL/DEFECTS

- 4.1 Shelley **advised** the EC that she understood that work on recent (mainly) water ingress issues (reported in 2025 during the structural warranty period), had been scheduled for remediation by Chase commencing in November.
- 4.2 The EC **noted** that a quorum was present from 5:45 to 6:15 but, given the significant defects issues to be discussed, **decided to adjourn** the meeting (Under Schedule 2.2. Section 2.8 (1) of the UTMA) by one week to Tuesday 4 November.

The meeting adjourned at 6:20 p.m.

## 5 ADJOURNED MEETING ON 4 NOVEMBER 2025

### PRESENT

EXECUTIVE COMMITTEE (EC): Shelley Cooper, Warwick Vance, Jun MA, Parth Shah

APOLOGIES: Andrew Mackey, Rodney Lambert, Denisse Yvanovich

OTHERS PRESENT: Nil

### 6 LEGAL/DEFECTS

- 6.1 Shelley advised the EC that we were awaiting Chase/Altair to agree with the proposed Determining Expert (DE) after which we would need to be ready to refer defects to the DE.
- 6.2 Noting that a quorum was present but only for a limited time, the EC decided that an email vote would be undertaken to confirm/accept the position paper recommendations, on which of the "Not Agreed" defects would be referred to the DE.

### 7 FINANCIALS

- 7.1 The EC, having regard to funds in the Sinking Fund, **decided** on the following:
  - Rollover existing Term Deposit (TD4) maturing this month to a new Term Deposit for 12 months to mature in November 2026
  - Take out new Term Deposit for \$100,000 for 6 months to mature in May 2026.

### 8 ADMINISTRATIVE MATTERS

- 8.1 The EC **agreed** that the existing Alterations and Erections guidelines should be amended to add the previously agreed specifications for the type of covering permitted for ground floor gates and court yards.
- 8.2 The EC **noted** the recent email from Local Energy advising that residents are required to sign a new service contract and **agreed** to ask Grady to provide information to owners and residents on what they needed to do to ensure continued supply at current rates.

### 9 NEXT MEETING

- 9.1 The next EC meeting is scheduled to be held on **Tuesday 2<sup>nd</sup> December**
- 9.2 The schedule of proposed future meetings is as follows:  
Tuesday 13 January

**The meeting closed at 6:18 p.m.**

### Summary of Actions from October/November Meeting

- Draft valve replacement proposal to go to next GM – Grady.
- Agreed process to be followed for reporting storage cage break-ins - Grady
- Conduct EC email vote on defects position paper re "Not Agreed" defects – EC Chair/Sec.
- Existing Term Deposit rolled over and new Term Deposit approved - Grady
- Amend Alterations and Erections guidelines in the application form -Grady
- Information to owners/residents re action required by Energy Locals including email notices and notices in lifts – Grady with assistance from Jun.

## EXECUTIVE COMMITTEE MEETING MINUTES

**Meeting held via Zoom on Tuesday 19 August 2025 at 5:30pm.**

### **PRESENT**

- 1.1 EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Andrew Mackey, Robert Enright, Rodney Lambert, Denisse Yvanovich and Jun Ma  
APOLOGIES: Parth Shah  
OTHERS PRESENT: None

### **2 MEETING WELCOME AND APOLOGIES**

- 2.1 Shelley **welcomed** members to the meeting.  
2.2 Apologies were received from Parth Shah

### **3 ADOPTION OF MINUTES**

- 3.1 The minutes of the last meeting of the Executive Committee (the EC) held on 5<sup>th</sup> August 2025 were adopted as a true and accurate account of the proceedings of that meeting.

### **4 LEGAL – DEFECTS**

- 4.1 The EC meeting **noted** that the experts meeting ("the conclave") to discuss the not-agreed alleged defects was held on 14/15 August. The purpose of this meeting was to resolve as many of these not agreed defects as possible. While the meeting provided resolution on some alleged defects there were a number that were not considered, including many of the "more important" ones the EC had requested be considered.
- 4.2 As follow-up to that meeting, and in order to finalise the list of matters to be pursued under the Deed, the EC **decided** to request Grady to:
- liaise with Tyrells noting that much of the task they were asked to do was not done, or not done properly, and as a consequence any invoice for the work would be considered for non-payment in part or in total;
  - obtain a quote from a reputable consultant to provide advice to the EC (on behalf of the OC) on key not agreed defects to assist in decision-making re the pursuit of not agreed defects;
  - write to Chase/JWLand noting the range of not agreed defects that were not considered at the 14/15 August meeting and that the experts had flagged some defects that required other experts' consideration. In relation to the latter, it would be noted that we are still awaiting Chase/JWLand's confirmation on undertaking the work proposed by the Indesco report re basement cracking issues (conducted by Chase) and possible action re the passive fire defects, and if these are not received they would have to be considered not agreed defects.

### **5 FROM THE AGM**

- 5.1 Denisse advised that at the next meeting she would bring forward recommendations regarding Community Notice Boards and proposals for the use.

## **6 MEETING SCHEDULE**

- 6.1 The next EC meeting is scheduled to be held on **Tuesday 16<sup>th</sup> September.**
- 6.2 The schedule of proposed future meetings is as follows:
  - Tuesday 14 October
  - Tuesday 11 November
  - Tuesday 9 December
  - Tuesday 20 January (6 weeks)

**The meeting closed at 6:35 p.m.**

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 5 August 2025 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Andrew Mackey, Robert Enright (from 6:05), Rodney Lambert, and Denisse Yvanovich

APOLOGIES: Parth Shah and Jun Ma

OTHERS PRESENT: Nil

### 1 MEETING WELCOME AND APOLOGIES

- 1.1 Shelley **welcomed** members to the meeting.
- 1.2 The EC **noted** apologies from Parth Shah and Jun Ma.

### 2 ADOPTION OF MINUTES

- 2.1 The minutes of the last meeting of the Executive Committee (the EC) held on 8 July 2025 were adopted as a true and accurate account of the proceedings of that meeting.

### 3 ACTIONS LIST

- 3.1 The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 3.2 The EC **considered** a letter from the owners of Lot 210 relating to a Rule Infringement Notice (RIN) that was sent to them on 4 July in relation to unapproved gate covering. The EC had previously **determined** that if the covering was not removed within 3 weeks of the RIN the EC would take the matter to ACAT. The EC **decided** as they had been advised on multiple occasions about this Rule (a default rule under the legislation) by 2 strata managers, that the previous decision still stood.
- 3.3 The EC **considered** a list of priorities for gardening rectification and **decided** the priorities were Tree pruning, Lawn Rejuvenation & irrigation and Level 8 Works. The EC **noted** that the Tree pruning was urgent but could not proceed until approval from the relevant ACT Government unit.
- 3.4 The EC **decided** that a letter should be sent to all owners advising them that the Flexible Braided Hoses in their toilet cisterns had an expected life of around 5 years and that the owners should consider replacing them due to the risk that they fail causing flooding of their own unit as well as other units and the common property.

### 4 OUTSTANDING QUOTES

- 4.1 The EC **considered** four quotes which had been received for Window Cleaning and Pest Spray. The EC **decided to accept** the quote from Vertical Rope Access for **\$37,500 plus GST**.
- 4.2 The EC **noted** that the proposal to make Founders Lane one-way had been referred from Transport Canberra and City Services (TCCS) for revision of the original Development Application. This will require assistance from the listed applicant, the original developer JWLand, who have indicated they would assist once their existing DA approval related to the Title Repair has been finalized. The EC considered that the preferred direction would be one-way from Batman Street
- 4.3 The EC **decided to accept** a quote from Australian Smart Group for **\$2529.60 plus GST** for regular maintenance of the intercom system.
- 4.4 The EC **decided to accept** quotes from 360 Degree fire for Emergency Lightings, EWIS & Fire Indicator Panel defect rectifications **\$17,371.51**

**Inc GST**, noting that the item re adding detectors onto the block plan – ID55411 - is to be reviewed re cost allocation.

- 4.5 The EC **decided to accept** quotes from 360 Degree fire for Diesel pump Combined System defect rectifications **\$2054.80 Inc GST**, noting that these are expected to come out of the sinking fund.

## 5 LEGAL – DEFECTS

- 5.1 The EC **discussed** the proposed experts meeting which is now scheduled to take place on 14<sup>th</sup> and 15<sup>th</sup> August **noting** that:
- There would be an experts only meeting on the first day. A list of the more important, mostly recurring, defects in common property and units had been provided for consideration, and it was also expected that they would inspect a few units re those defects;
  - There will be a briefing on decisions/recommendations on the second day for the parties with Shelley, Denisse, Robert, Andrew and Warwick being available to attend for parts of the day;
  - Any agreed positions from the experts will need to be considered by the EC, and a meeting will be scheduled for Tuesday 19<sup>th</sup> August; and
  - A note advising owners of the meeting will be sent to owners
- 5.2 The EC **discussed** managing new structural defects (mostly water ingress into units) that have been advised of, and which are not covered by our existing Deeds, noting the 6-year structural defects warranty period ends on 13 August.
- 5.3 The EC **considered** whether to instruct Sparke Helmore to initiate a claim in the Supreme Court to preserve rights relating to these structural defects before the end of the warranty period.
- 5.4 Noting the potential cost of making such a claim, the availability of other options through ACT Legislation to have defects rectified and the fact that last week we received correspondence from Chase that some rectifications were being planned the EC **decided not to instruct** Sparke Helmore to pursue the claim regarding these new structural defects.

## 6 ADMINISTRATIVE MATTERS

- 6.1 The EC **decided** that a General Meeting needed to be arranged as soon as possible to seek approval to replace both the tempering and pressurisation valves for each unit, due to risk of flooding events, and recover costs from owners.
- 6.2 The EC **noted** that the Skycell agreement relating to ownership of solar panels would be considered at the same meeting.

## 7 FINANCIALS

- 7.1 The EC **noted** the financial reports.

## 8 INSURANCE

- 8.1 The EC **noted** that the defective door seals audit by the building manager had revealed that at least half were defective.

## 9 FROM THE AGM

- 9.1 The EC **deferred** consideration of Community Notice Boards
- 9.2 The EC **noted** that Australian Smart Group were still looking at how to set up out of hours bin room access.

**10 CONFIRMATION OF OUT OF SESSION APPROVALS**

- 10.1 ASG - damaged Intercom system replacement **\$2,297.49 Inc GST** – Approved by Committee.
- 10.2 Progressive Control - Exit door repairs **\$4727.80 Inc GST** – Approved by Committee
- 10.3 Maritex - Cable Tray repairs at Basement Level 1 entry **\$4357.32 Inc GST** – Approved by Committee.

**11 GENERAL BUSINESS**

- 11.1 Nil

**12 MEETING SCHEDULE**

- 12.1 The next EC meeting is scheduled to be held on **Tuesday 19th August.**
- 12.2 The schedule of proposed future meetings is as follows:
  - Tuesday 16 September
  - Tuesday 14 October
  - Tuesday 11 November
  - Tuesday 9 December
  - Tuesday 20 January (6 weeks)

**The meeting closed at 7:15 p.m.**

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 10 June 2025 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Andrew Mackey, Robert Enright Parth Shah, Rodney Lambert, and Denisse Yvanovich.

OTHERS PRESENT: Nil

### 1. MEETING WELCOME AND APOLOGIES

- 1.1. Shelley **welcomed** members to the meeting.
- 1.2. Apologies were received from Jun Ma

### 2. ADOPTION OF MINUTES

- 2.1. The minutes of the last meeting of the Executive Committee (the EC) held on 13 May 2025 were adopted as a true and accurate account of the proceedings of that meeting.

### 3. DELEGATIONS, APPROVALS AND PROCEDURES

- 3.1. None

### 4. ACTIONS LIST

- 4.1. The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 4.2. The EC **noted** that good progress had been made in reducing fire risks by getting owners to remove items from the top of their storage cages
- 4.3. The EC **noted** that a further Rule infringement notice (RIN) would be sent this week to the owners of Lot 210 in relation to unapproved gate covering. The EC **determined** that if the covering was not removed within 3 weeks of the RIN the EC would take the matter to ACAT.

### 5. OUTSTANDING QUOTES

- 5.1. The EC **noted** the quote from Maritex for full lighting protection and inspection. The EC **decided** to ask for a revised quote covering priority elements such as surge and lightning protection and advice on which elements were covered by existing preventative maintenance checks.
- 5.2. The EC **noted** two quotes from O'Neill & Brown regarding the replacement of tempering valves servicing all residential units to avoid flooding events. Subject to clarification from O'Neill & Brown on the expected life and warranties of the valves and noting that these valves are the responsibility of owners, the EC **decided** to seek Owners Corporation's (OC) approval at a General Meeting (GM), to replace the valves for every unit and recover the cost from owners.

### 6. LEGAL

#### 6.1. DEFECTS

- 6.1.1. Shelley Cooper provided an update on the Deeds related to defects. The EC **noted** that the proposed meeting of experts (Tyrells for the OC and TCA for Chase/Altair) was now scheduled for 10-11 July subject to final agreement on the terms of the meeting.
- 6.1.2. The EC **noted that** Grady had written to owners who had reported defects in 2023 seeking confirmation as to whether the defects remained or advice that they had been fixed.
- 6.2. The EC **noted** that the Skycell Agreement for provision/purchase of solar power from the solar panels on our rooftop is being finalized with final sign off to go to a GM.

## 7. ADMINISTRATIVE MATTERS

- 7.1. The EC **agreed** to request Grady to seek a quote for minor pruning of the American Elm noting that it was best done while the tree was dormant.
- 7.2. The EC **noted** that the notice seeking interest from owners in joining an electrification sub-cttee had gone out on 12 May. Five owners had responded. Term of Reference for the committee would be determined by the EC shortly.
- 7.3. The EC **noted** the Bulky Waste collection was scheduled for Monday 16 June and expressed concern about the number of items being abandoned in the basement.
- 7.4. The EC **agreed** to ask Grady to get quotes for window cleaning of The Mark/Provenance complex
- 7.5. Erections and Alterations
  - 7.5.1. The EC **approved** an application for a bike rack on the balcony of Lot 239
  - 7.5.2. The EC **noted** information, also provided by Lot 239, about, but with no application for a McGrath Albion electronic lock. The EC will ask Grady whether the lock is fire rated and meets the standard of the three types of electronic locks approved so far and seek a formal application from Lot 239.
  - 7.5.3. The EC **noted** advice, as required under OC Rules, from Lot 126 that they keep a pet.

## 8. FINANCIALS

- 8.1. The EC **noted** the financial reports

## 9. INSURANCE

- 9.1. Policy Renewal 30/09/25. The EC **agreed** to request Grady to obtain quotes for defect items specifically noted by the insurer for action on remediation before renewal of the policy. Specifically:
  - 9.1.1. Sandstone tiles on Ainslie Avenue,
  - 9.1.2. Awning at 43 Currong St entrance and Lots 195 & 196 (47 Currong St)
  - 9.1.3. Fractures on concrete wall off level 1 balcony 47 Currong St.  
In addition:
  - 9.1.4. The EC will also consider quotes for fixing defective Door Seals.
- 9.2. Outstanding Claims
  - 9.2.1. Flood Claim 3/12/24. The EC **noted** that the claim had been approved and **approved** payment of the \$20,000 excess.
  - 9.2.2. The EC considered responsibility for the cost of replacement of shattered glass in Lots 1 and 129 ((2 Batman St). The EC **noted** the quote for Lot 129 and asked that the quote be amended to include height safety access costs and an urgent quote for the cost of covering the broken glass prior to replacement. The EC **noted** that typically the EC and unit owners would share the costs.

## 10. FROM THE AGM

- 10.1. The EC **approved** simple Lift Well Signage showing street number and name in a laminated A4 sheet to be placed at the entrances to all basement lifts.
- 10.2. The EC **deferred** consideration of Community Notice Boards to the next meeting.

- 10.3. The EC **noted** that a quote to set up out of hours bin room access is awaited.

### **11. OUT OF SESSION APPROVALS**

- 11.1. The EC noted that approval had been given for **after** hours monitoring of the basement entry while waiting for repair of the roller door. Payment of Invoices for **\$6,000 plus GST** for 9 weekdays (evenings and overnight) and one weekend (24 hours) were **approved** by the EC.

### **12. GENERAL BUSINESS**

- 12.1. Rod asked that, at a future meeting, the EC discuss ways to inform residents of the cause of fire alarms and to improve building evacuation and re-entry.
- 12.2. The Chair noted that the EC would need to consider providing advice to owners on the life of flexible braided hoses in toilet cisterns.

### **13. MEETING SCHEDULE**

- 13.1. The next EC meeting is scheduled to be held on **Tuesday 8<sup>th</sup> July.**
- 13.2. The schedule of proposed future meetings is as follows:
- 13.2.1. Tuesday 5 August
  - 13.2.2. Tuesday 2 September
  - 13.2.3. Tuesday 30 September
  - 13.2.4. Tuesday 28 October
  - 13.2.5. Tuesday 9 December (6 weeks)
  - 13.2.6. Tuesday 20 January (6 weeks)
- 13.3. **The meeting closed at 7:15 p.m.**

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 8 July 2025 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Andrew Mackey, Robert Enright Parth Shah, Rodney Lambert, and Jun Ma.

OTHERS PRESENT: Nick Christiansen and Pooja Kumar of Sparke Helmore

### 1 MEETING WELCOME AND APOLOGIES

- 1.1 Shelley **welcomed** members to the meeting.
- 1.2 Apologies were received from Denisse Yvanovich

### 2 ADOPTION OF MINUTES

- 2.1 The minutes of the last meeting of the Executive Committee (the EC) held on 10 June 2025 were adopted as a true and accurate account of the proceedings of that meeting.

### 3 LEGAL – DEFECTS

- 3.1 The EC discussed the following issues and sought advice from SH re:
  - the proposed experts meeting (noting the scheduled meeting had fallen through)
  - managing new structural defects since late 2024 (mostly water ingress into units), noting that many had been reported to Chase but no action to remedy them had been advised to Grady or ourselves and that our structural warranty ends in August this year.
  - detail of managing next steps in the Phase 1 Deed once the experts meeting has been held or abandoned, including deciding on what “not-agreed” defects would be pressed, taking into account the cost of pursuing a very large number of defects matters, some of which are largely cosmetic in nature, easily/relatively cheap to fix etc.
- 3.2 The EC **noted** certain matters needed to be progressed including dealing with the new structural defects (a proposed option is to include them in the current Settlement Deeds given the end of the warranty period is soon) and confirming views (yet to be given by Chase/Altair re certain defects).

*The Sparke Helmore Representatives left the meeting at 6:20 p.m.*

### 4 ACTIONS LIST

- 4.1 The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 4.2 The EC **noted** that continuing progress had been made in reducing fire risks by getting owners to remove items from the top of their storage cages
- 4.3 The EC **noted** that a further Rule Infringement Notice (RIN) had been sent to the owners of Lot 210 on 4 July in relation to unapproved gate covering. The EC had previously **determined** that if the covering was not removed within 3 weeks of the RIN the EC would take the matter to ACAT.
- 4.4 The EC **agreed** that the Terms of Reference for the Electrification Sub Committee would be the three dot points contained in the “Invitation to Join the Sub Committee” circular and Grady would now set this Sub Committee up on behalf of the EC.

## 5 OUTSTANDING QUOTES

- 5.1 The EC **noted** the quotes from Mitchell Glass for the repair of shattered glass in Lot 1 The Mark (**\$3325 incl GST**) and 129 The Mark (**\$2100 incl GST**) The EC (as discussed at the June meeting) **agreed** to share the costs 50/50 with the owners subject to Grady confirming that the Lot 1 damage was the result of spontaneous shattering and not due to impact.
- 5.2 The EC **noted** two quotes had been received for Window Cleaning and that more were expected and would be considered at the next EC Meeting.
- 5.3 The EC **considered** signage options provided by Capital Lines and Signs and **agreed** to adopt Option 2 with the "No Parking" symbol and the "No Parking Pick Up and Set Down only" text in larger size.
- 5.4 The EC **noted** that this was part of a quote approved previously at the March EC Meeting for improved signage and pavement marking in Founders Lane. In view of the proposal for Founders Lane to be made one-way and the consequent possibility of changes to some aspects (e.g. pavement marking) the EC **decided to defer implementation** of the quote pending the outcome of the one-way proposal currently under consideration by ACT Roads. The EC agreed that the signs approved in 5.3.1 would go ahead subject to approval of costing.

## 6 ADMINISTRATIVE MATTERS

- 6.1 The EC **noted** that a vehicle with too high load caused damage to the carpark ceiling. This had been assessed by Sellick Consultants. Repairs would be at the cost of the person responsible.
- 6.2 The EC **noted** that a quote for replacing both the tempering and pressurisation valves for each unit due to wear and risk of further flooding events was pending and agreed it would be put to a GM ASAP as maintenance of them is each owner's responsibility.
- 6.3 The EC **reviewed** a request from JWLand to submit an 'Application for Title Repair (Correction)' in relation to Lot 345. The size of the commercial unit in questions was labelled incorrectly on the Units Plan which was confirmed by a surveyor. The EC **noted** that the necessary corrections would not alter the Unit Entitlements as a result and **agreed** to approve the applications submission with the Land Titles Office by JWLand and Grady Strata & Facilities Management.
- 6.4 The EC **noted** an application for an electronic door lock, which was for an "approved" model, and confirmed that the application could be approved by Grady.

## 7 FINANCIALS

- 7.1 The EC **noted** the financial reports

## 8 INSURANCE

- 8.1 Policy Renewal 30/09/25. The EC **noted action** in relation to obtaining quotes for defect items specifically noted by the insurer. Specifically:
  - 8.1.1 Sandstone tiles on Ainslie Avenue – Quote by BBZ Living Solutions approved out of session
  - 8.1.2 Awnings at 43 Currong and G01 and G02 47 Currong street – Quote awaited
  - 8.1.3 Fractures on concrete wall off level 1 balcony 47 Currong St – quote awaitedIn addition:

- 8.1.4 The EC **discussed** fixing defective unit door seals, noting that there appear to be quite a few that are defective. The EC **decided** that the issue should be retained on the defects list under the Deed and if not agreed to consider the most appropriate way to deal with it. The EC decided to ask that the Building Manager continue his audit to determine the scope of the problem.

## **9 FROM THE AGM**

- 9.1 The EC **deferred** consideration of Community Notice Boards to the next meeting.
- 9.2 The EC **noted** that Owners' Corporation security issues had been taken over by Australian Smart Group who were looking at how to set up out of hours bin room access.

## **10 OUT OF SESSION APPROVALS**

- 10.1 The BBZ Living Solutions quote for Sandstone Wall rectification works for **\$3500 plus GST** (Allowance for **\$1000-1500 plus GST** if more loose pieces are found) was approved by the EC
- 10.2 ASG Door Repairs **\$325.19 Inc GST** – Approved by Grady Strata & Facilities

## **11 GENERAL BUSINESS**

- 11.1 The Building Manager has done an audit of damaged/stained carpet tiles. The OC has some stocks which would be used in the worst affected areas and a quote would be obtained for undertaking that work and the purchase of additional carpet tiles if needed.
- 11.2 The EC **noted**, with thanks, the work done by the Building Manager in relation to the recent Bulky Waste removal.
- 11.3 The following items were deferred to the next meeting:
- 11.3.1 The need to consider providing advice to owners on the life of flexible braided hoses in toilet cisterns.
- 11.3.2 Procedures in relation to fire alarms
- 11.3.3 Community Notice Boards and terms of use

## **12 MEETING SCHEDULE**

- 12.1 The next EC meeting is scheduled to be held on **Tuesday 5<sup>th</sup> August**.
- 12.2 The schedule of proposed future meetings is as follows:
- Tuesday 16 September (6 weeks)
  - Tuesday 14 October
  - Tuesday 11 November
  - Tuesday 9 December
  - Tuesday 20 January (6 weeks)

**The meeting closed at 7:20 p.m.**

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 13 May 2025 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Jun Ma, Andrew Mackey, Robert Enright

OTHERS PRESENT: Nil

### 1. MEETING WELCOME AND APOLOGIES

- 1.1. Shelley **welcomed** members to the meeting.
- 1.2. Apologies were received from Parth Shah, Rodney Lambert, and Denisse Yvanovich

### 2. ADOPTION OF MINUTES

- 2.1. The minutes of the last meeting of the Executive Committee (the EC) held on 15 April 2025 were adopted as a true and accurate account of the proceedings of that meeting subject to noting that the meeting was on Tuesday 15 April, not Wednesday 15 April.

### 3. DELEGATIONS, APPROVALS AND PROCEDURES

- 3.1. None

### 4. ACTIONS LIST

- 4.1. The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 4.2. The EC **noted** that an infringement notice (IN) had been sent to the owners of Lot 210 and that although the "fine" was paid the offending covering had not been removed. The EC **agreed** that that the owners be given a further two weeks to remove the gate covering a further notice be sent giving the owner two weeks to remove the gate covering prior to another IN being issued to them. The EC **noted** that the owners had been advised of an alternative gate covering that had been approved for other ground floor units, for which they could put in an application

### 5. OUTSTANDING QUOTES

- 5.1. The EC **agreed** to accept the quote from **Oneill & Brown Plumbing Services** for tap installation on Common Property between The Mark buildings as requested by Fairy Cleaning for **\$2008.6 incl GST**. (Refer EC 18/3/25)
- 5.2. The EC **noted** the previous quote from **Precision Access** for \$10,406 incl GST (Refer EC 15/4/25) and the more recent quote from **Progressive Controls** for **\$12760 incl GST** regarding the replacement of the Garage Shutter Door and **agreed** to accept the **Progressive Controls** quote on the basis that they were more familiar with the roller door (having installed the door originally and attended following the recent failure) and could perform the work more quickly and **Precision** would need to requote given the failure of the door on 10 May.

### 6. LEGAL

#### 6.1. – DEFECTS

- 6.1.1. Shelley Cooper provided an update on the Deeds related to defects. The EC **noted** with concern that the proposed experts (Tyrells for us and TCA for Chase/Altair) meeting agreed to at the March EC meeting

had not yet been scheduled (available dates in May for our expert were provided on 23 April).

- 6.1.2. The EC **agreed** to write to Chase requesting a response by end May re a suitable time for the proposed meeting of experts to be held by mid-June, otherwise we would see no option to get progress but to revert to the Deed process for resolving not agreed defects via a Determining Expert.
- 6.1.3. The EC **agreed** to provide a further document to assist the experts to focus on the more important unit and key recurring issues therein identified by the EC, with the same caveats as the common property list (refer 15 April 2025 minutes).
- 6.1.4. The EC **noted** other action being undertaken to ensure all relevant matters are clear including in relation to acoustic reports, owners reported defects, new structural defects, related fire defect reports and insurance-related issues.

## **7. ADMINISTRATIVE MATTERS**

- 7.1. The EC **noted** that the notice seeking interest from owners in joining an electrification sub-cttee had gone out on 12 May

## **8. FINANCIALS**

- 8.1. The EC **noted** a new Term Deposit of \$200,000 for 12 months had been taken out and unfortunately interest rate reductions had already occurred and the interest rate was \$3.5%.

## **9. MEETING SCHEDULE**

- 9.1. The next EC meeting is scheduled to be held on **Tuesday 10<sup>th</sup> June**.
- 9.2. The schedule of proposed future meetings is as follows:
  - 9.2.1. Tuesday 8 July
  - 9.2.2. Tuesday 5 August
  - 9.2.3. Tuesday 2 September
  - 9.2.4. Tuesday 30 September
  - 9.2.5. Tuesday 28 October
  - 9.2.6. Tuesday 9 December (6 weeks)
  - 9.2.7. Tuesday 20 January (6 weeks)
- 9.3. **The meeting closed at 6:15 p.m. when a quorum was lost**

## EXECUTIVE EC MEETING MINUTES

Meeting held via Zoom on Wednesday 15 April 2025 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Rodney Lambert, Jun Ma, Denisse Yvanovich, Andrew Mackey

OTHERS PRESENT: Nil

### 1. MEETING WELCOME AND APOLOGIES

- 1.1. Shelley **welcomed** members to the meeting.
- 1.2. An apology was received from Parth Shah

### 2. ADOPTION OF MINUTES

- 2.1. The minutes of the last meeting of the Executive Committee (the EC) held on 18 March 2025 were adopted as a true and accurate account of the proceedings of that meeting.

### 3. DELEGATIONS, APPROVALS AND PROCEDURES

- 3.1. The EC **agreed** to delegate to the Building Manager expenditure of up to \$200 on minor maintenance and office expenses.
- 3.2. The EC **agreed** to delegate to Grady the authority to release redacted reports (such as the Tyrells and TCA Reports) on request to owners, subject to Grady maintaining a record of releases.
- 3.3. The EC **agreed** that papers for EC Meetings should be available at the time the meeting notice is issued and if late papers or amendments to papers are added, EC members should be advised by email.

### 4. ACTIONS LIST

- 4.1. The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 4.2. The EC **agreed** that Grady should be asked to check with our insurers the effect, if any, of having a tobacconist outlet on the complex.

### 5. OUTSTANDING QUOTES

- 5.1. The EC **agreed** to accept the quote from **Fairy Cleaning** regarding the bin chute clean for **\$1,995+GST**.
- 5.2. The EC **noted** the quote from **Precision Access** for \$10,406 incl GST and the advice from the Strata Manager regarding the replacement of the Garage Shutter Door and decided to request further information regarding the quote such as: Options for action, risks of not proceeding with the replacement, callout cost if the door fails and expected life of the shutter door.

### 6. LEGAL

#### 6.1. – DEFECTS

- 6.1.1. Shelley Cooper provided an update on the Deeds related to defects. The EC **noted** in regard to the experts meeting agreed to at the last EC meeting, that Tyrells has agreed to participate.
- 6.1.2. The EC **agreed** that to assist the experts to focus on the more important common property and key recurring issues identified by the EC, the document already agreed to by the previous EC be sent to them with clear caveats that this list covers issues other than water-related and structural basement not-agreed defects (which all require consideration by the experts) and it is not intended to be a final list of not-agreed matters from the EC to be pursued.

6.1.3. The EC **agreed** to accept the estimated cost of Tyrells participation for preparation, inspection and attendance up to **\$11,000+GST**

## 6.2. PROCTOR LEGAL

6.2.1. The EC **noted** that at this stage the only outstanding matter re energy agreements concerns that with Skycell (re our solar system) and that Michael Grady would continue to pursue this.

## 7. ADMINISTRATIVE MATTERS

7.1. The EC **agreed** on the text of a notice to owners with incorrectly stored items on top of storage cages contrary to both OC Rules and ACT fire regulations.

7.2. The EC **discussed** the notice seeking interest from owners in joining an electrification sub-cttee. The notice would go out shortly

7.3. The EC **noted** that Grady had organised for a **Bulky Waste collection on 16 June 2025.**

7.4. The EC **discussed** gardening issues. Shelley advised that there had been a meeting with Matt (of Focus Facilities) and Thomas and Greg (of Grady) on 10 April where concerns about the state of the lawn and gardens were raised. He agreed to improve service levels and provide a staged plan, including relevant quotes, for improvements to both the grassed areas and f garden beds.

7.5. Erections and Alterations - Nil

## 8. FINANCIALS

8.1. The EC **noted** the detailed transaction list.

8.2. Some members of the EC noted the cost paid for Water Usage seemed high and questioned if water metering was accurate. It was decided to ask Grady to check this.

8.3. The EC **noted** the status of the two Term Deposit investment accounts and **agreed** that Grady be asked to arrange a further Term Deposit of \$200,000 for 12 months before the anticipated interest rate reductions occurred.

## 9. INSURANCE

9.1. The EC **noted** that the insurer required a number of defects to be rectified before renewal of the insurance policy in October. The EC reported progress on some but will consider others at its next meeting.

### 9.2. Outstanding Claims

9.2.1. Nothing to report

9.2.2. The Public Liability Claim that was received on 17/02/2025 was not discussed. (**Secretary's note:** The sprinkler system was tested and adjusted after the meeting referred to at item 7.4. The sprinkler head that would not retract was replaced at that time.)

## 10. FROM AGM

10.1 The EC **noted** that **Integrity Signs** had provided a quote for Lift well signs (showing building name etc.) but **decided not to accept it** as the quote (for \$3,340 + GST) was excessive and well beyond what the EC envisaged. The EC decided to ask Grady Strata whether the Building Manager could do the signage and to provide a quote for the work.

10.2 The EC **noted** that Grady Strata is liaising with ACT Government re the feasibility of making Founders Lane one-way to manage traffic flow better.

- 10.3 The EC **agreed** that before obtaining a quote for 4 community noticeboards that a paper outlining terms for their use should be prepared. Denisse agreed to prepare the paper.

#### **11. REVIEW OF APPROVALS OUT OF SESSION**

- 11.1. The Building Manager had approval to purchase Industrial Strength Graffiti Remover – **Office Holders**

#### **12. GENERAL BUSINESS**

- 12.1. The EC **noted** that repainting was necessary on Level 1 in The Mark because sprinklers had been replaced because they were too close together. The EC noted that this work was not carried out for the EC but we understood it was a building defect being rectified. It was agreed that Grady would follow this up with JWLand/Chase.
- 12.2. The EC **discussed** the timing of meetings and if some could be held during business hours so Grady would attend. One option discussed was a lunchtime meeting for 1 hour. Shelley was to discuss this option with EC members who were not present at the meeting.

#### **13. MEETING SCHEDULE**

- 13.1. The EC **agreed** that the next EC meeting will be held on **Tuesday 13<sup>th</sup> May**.
- 13.2. A schedule of proposed future meetings was agreed as follows:
- 13.2.1. Tuesday 10 June
  - 13.2.2. Tuesday 8 July
  - 13.2.3. Tuesday 5 August
  - 13.2.4. Tuesday 2 September
  - 13.2.5. Tuesday 30 September
  - 13.2.6. Tuesday 28 October
  - 13.2.7. Tuesday 9 December (6 weeks)
  - 13.2.8. Tuesday 20 January (6 weeks)

The meeting closed at 7:32 p.m.

**ANNUAL GENERAL MEETING MINUTES  
NOTIFICATION OF REDUCED QUORUM DECISIONS  
THE MARK AND PROVENANCE  
UNITS PLAN 4796  
47 CURRONG STREET, BRADDON, ACT, 2612**

Held At Ainslie Art Centre located at 30 Elouera Street, Braddon on **Wednesday 12<sup>th</sup> February 2025 at 5:30 pm** As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

**Present (In-Person):**

<b>Lot</b>	<b>Unit</b>	<b>Representatives</b>
59	330	Dianne Gbel
74	412	Lachlan J Elliott
107	514	Adam John Wicks & Hatley Amanda Wicks
136	612	Sam Hok Sum Lam
178	804	Katarzyna & Waldemar Rudzik
180	901	Robert Alan Enright
181	902	The Whiting Family Co ATF The Whiting Property Trust
185	1001	Andrew P Mackey
193	1104	Hailey Rae Musgrove
195	G1	B K Carlsund & D A Carlsund
204	G10	Saihui Wang & Ying Hao Tou
214	G20	Denisse & Gerard Yvanovich
215	101	Shelley Christine Cooper
216	102	Kirsten Brorsen
235	121	John K Heaney
236	122	Rodney Lambert
254	218	Vana Tark
263	305	Jun Ma
280	322	Warwick Michael Vance & Kerry Joy Cambridge
281	401	Daniel Connell & Gail Winkworth
286	406	Xinwen He
294	414	J Wharton & K Wharton
321	603	Jingyun Wu
313	511	Susan Jane Mickleburgh
336	G3	Parth Shah
337	G4	Parth Shah
351	G18	Sim Fam 2 Pty Ltd

**Proxies:**

<b>Lot</b>	<b>Unit</b>	<b>Representative</b>	<b>Appointing</b>	<b>Lot</b>	<b>Unit</b>
194	1105	John B Vild	Shelley Cooper	215	101
193	1104	Hailey Rae Musgrove	Susan Muscgrove	193	1104
198	G04	Inga Allen, Franziska & Sylvia Mandl	Denisse Yvanovich	214	G20
199	G05	Sylvia A Mandl	Denisse Yvanovich	214	G20
222	108	Nigarish N Haider	Denisse Yvanovich	214	G20
224	110	A C & M L Tarry	Denisse Yvanovich	214	G20
231	117	Keydan Bruce & Farzana Choudhury	Denisse Yvanovich	214	G20
250	214	Rashmi Sindhu Chary	Rod & Anne Lambert	236	122
259	301	Barbara Haggstrom	Shelley Cooper	215	101

**Absentee Voting Forms: N/A**

**Apologies: N/A**

**Grady Strata & Facilities Representatives:** Michael Grady, Thomas Cubbin & Mark Terracini

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The managing agents, Mr Michael Grady & Mr Thomas Cubbin of Grady Strata & Facilities, welcomed members of the Owners Corporation into the meeting. Each member was informed that votes would be cast by raising the voting paddles for each motion.

Mrs. Shelley Cooper assumed the position of Chair as the current Chair of the Executive Committee.

The managing agent advised at 5:30pm that a quorum had not been achieved and therefore the meeting would officially commence at 6:00pm.

The managing agent gave an overview of operational and financial milestones over the last 12 months, a general update on the status of defects, upcoming works related to them and an overview of long-term goals identified from the time Grady Strata & Facilities took over management on Wednesday 18<sup>th</sup> December 2024. The meeting commenced at 6:00pm.

**Motion 1: Minutes of General Meeting 18 November 2024 (Ordinary Resolution)**

**Motion 1:** *“That the Owners Corporation adopt the minutes of the 18 November 2024 General Meeting as provided.”*

***Motion Carried***

**Motion 2: Financial Statements (Ordinary Resolution)**

**Motion 2:** *“That the Owners Corporation adopt the audited financial statements for the financial year ended 31<sup>st</sup> December 2024.”*

As the audited financials were distributed a few days before the meeting, Mr Michael Grady highlighted some key points to those present. It was noted that the Owners Corporation came in slightly under their budgeted expenditure and stated that there were no notable concerns.

***Motion Carried***

**Motion 3: Sinking Fund Plan Adoption (Ordinary Resolution)**

**Motion 3:** *“That the Owners Corporation agree to adopt the Sinking Fund Plan from QIA Group dated 17 May 2024 and as supplied with the 2025 Annual General Meeting Package.”*

As treasure for the year that was, Warwick Vance briefly discussed the Sinking Fund Forecast, and the amendments requested to QIA to have a accurate starting point for capital works for the next several years.

**Motion Carried**

**Motion 4 Amended: Administration Fund Split Owners Corporation Rule (Special Resolution)**

**Motion 4:** *“That the Owners Corporation RESOLVE by SPECIAL RESOLUTION, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules to include Administration Fund Split as follows:*

*The Mark building (Units Plan 4796) is comprised of both residential and commercial units. The Owners Corporation agree that commercial units raise moneys to cover any additional services required that only benefit commercial unit owners, as such residential owners would NOT contribute to these services:*

- *Grease trap maintenance and clearing.*
- *Cleaning of the level one bathroom.*
- *Sanitary bin cleaning within the bathrooms.*

*As a commercial units purpose clause may vary subject to each tenancy, maintenance and contributions related to the Grease Trap will be as follows:*

- (a) The Owners Corporation determine a schedule for the maintenance and clearing of the grease traps to ensure compliance with relevant legislative requirements.*
- (b) Despite (a), the commercial unit owners connected to each grease trap are responsible for the costs associated with the ongoing maintenance and clearing of the grease trap.*
- (c) Despite (a) the cost of ongoing maintenance and clearing of the grease trap will be shared equally between all commercial units that are connected to the grease trap.*

*The levies for which are to be calculated based on total unit entitlement for each additional service and those units participation and requirement of each service. A example of this is shown below.*

*Grease Trap Users (Lots 335, 339, 340, 342, 349)*

*Total unit entitlement aggregate = 2029*

*Commercial units’ level one (Lots 353 - 359)*

*Total unit entitlement aggregate = 1734*

*Commercial units The Mark (Lots 334 – 351, 353 – 359)*

*Total unit entitlement aggregate = 8512*

To calculate levies each individual commercial owner the following formula is used respective to each additional service:

Admin Fund levy formula for **commercial units**

$$A = \frac{B \times C}{D} + \frac{E \times C}{F} + \frac{G \times C}{H}$$

Where:

A = Admin Fund levy payable per relevant lot

B = Admin Fund levy **Grease Trap** total (\$)

C = unit entitlement (of relevant unit)

D = total **Grease Trap** entitlement aggregate

E = Admin Fund levy **Level One** total (\$)

F = total **Level One** entitlement aggregate

G = Admin Fund levy **The Mark Commercial** total (\$)

H = total **The Mark Commercial** entitlement aggregate

**Motion Carried by Special Resolution**

**Motion 5: 2025 Administrative Fund Budget & Levy (Ordinary Resolution)**

**Motion 5:** “That the Owners Corporation RESOLVE to adopt an administrative budget of \$1,238,642 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025.”

The meeting noted that the Admin Fund levies are proposed to increase by approximately 9.17%, whilst the overall levies in the combined admin fund and sinking fund would only increase slightly due to cost efficiencies in the Sinking Fund.

**Motion Carried**

**Motion 6: Grease Trap Budget & Levy (Special Resolution)**

**Motion 6:** “That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a Grease Trap budget of \$7,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 335, 339, 340, 342 and 349 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025.”

**Motion Carried by Special Resolution**

**Motion 7: The Mark Sanitary Services Budget & Levy (Special Resolution)**

**Motion 7:** “That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for The Mark sanitary services of \$5,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 334 – 351 and Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025.”

**Motion Carried by Special Resolution**

**Motion 8: Level One Commercial Bathroom Cleaning Budget & Levy (Special Resolution)**

*Motion 8: “That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for cleaning of the Level one commercial bathroom of \$10,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025.”*

**Motion Carried by Special Resolution**

**Motion 9: Sinking Fund Budget & Levy (Ordinary Resolution)**

*Motion 9: “That the Owners Corporation RESOLVE to adopt the proposed Sinking Fund expenditure budget of \$58,347.75 (plus GST) and that a contribution of \$141,500 (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 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025.”*

**Motion Carried**

**Motion 10: Executive Committee Election (Special Resolution)**

*Motion 10: “That the Owners Corporation agree to create 8 Executive Committee Positions and appoint the below owners to stand as Executive Committee members until the next Annual General Meeting”.*

Lot	Unit	Representative
280	322	Warwick Michael Vance
215	101	Shelley Cooper
236	122	Rodney Lambert
263	305	Jun Ma
214	G20	Denisse Yvanovich
336	G03	Parth Shah
185	1001	Andrew P Mackey
180	901	Robert Alan Enright

**Motion Carried by Special Resolution**

**ONGOING MAINTENANCE**

The meeting **noted** that the maintenance plan drafted by QIA Group provides for monthly, quarterly, 6-monthly, annually and a longer-term maintenance schedule and a description of the type of maintenance required to each asset. A copy of the maintenance plan is available via the Owners Portal or on request via email to Grady Strata.

**FIRE SAFETY REVIEW**

The meeting **noted** that the buildings fire equipment and assets are presently being serviced in accordance with the relevant Australian Standards by 360 Degree Fire. Fire equipment and infrastructure recorded as non-compliant with the standards are assessed as to whether they are a construction defect or failures post-construction before approval for remediation or otherwise.

## DEFECTS PROJECT AND NEW STRUCTURAL DEFECTS

As Chairperson for the year that was and for the purpose of the meeting, Shelley Cooper **noted** the progress of pursuing rectifications to building defects matters. Shelley **reported** that the EC had looked at most defects in all accessible common areas (other than defects it could obviously not form any view on eg membrane issues) and conducted a desktop review of all lot defects. As the alleged defects for both encompass a very high number of potential defects (over 1500 line items many of which many are recurring issues), and based on legal advice provided to the EC re options for managing this and discussed at the Town Hall meeting in November 2024, the EC has agreed to pursue a consolidated ‘priorities list’ referring to critical defects. This list has a focus on waterproofing and water leaks, structural issues, defects related to fire safety particularly passive fire defects within the property and finally air conditioning, exhausts, vents, and extraction fans in wet areas.

The meeting requested Owners to submit any new defect potentially of a structural nature within their unit eg water ingress, with the developer and builder, copied to Grady. This will streamline the list of defect rectification requests and assist in speeding up the repair process. Further clarification was provided at the meeting about the budgeted expenditure of 70k towards legal fees, and how it assists in progressing the above-mentioned defect rectifications, noting that this is based on an estimate of costs provided by Sparke Helmore Lawyers.

### **Motion 11: Insurance Renewal (Ordinary Resolution)**

**Motion 11:** *“That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy in consultation and via instruction from the Executive Committee.”*

The practice of how Strata Management companies obtain their commissions for Owners Corporation insurance renewals, their policies and processes about disclosure in the ACT was noted. Owners were urged to submit their own applications online to encourage legislation change in this area.

**Motion Carried**

### **Motion 12: Contractual Amendment – Energy Locals (Special Resolution)**

**Motion 12:** *“That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to the amend the EnergyLocals Network Services Agreement dated 01/08/24 by way of execution of the Deed of Amendment attached to the 2025 Annual General Meeting Package. For the avoidance of doubt, the Executive Committee are authorized to affix the Common Seal and sign the Deed as approved by Owners at this meeting.”*

Mr Michael Grady further discussed the nature of the Deed with Energy Locals, and further discussions between Energy Locals and Grady Strata & Facilities management regarding an additional deed amendment related to the hot water systems.

**Motion Carried by Special Resolution**

## GENERAL BUSINESS

### **Motion 13: Amendment Of Rules – Investment Of Fund Delegation (Special Resolution)**

**Motion 13:** *“That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to amend the Rules of UP4796 to insert the following:*

*The Owners Corporation delegates authority under Section 69 of the Unit Titles (Management) Act 2011 to the Executive Committee to invest funds held by the Owners Corporation in Term Deposits with major financial institutions as may be deemed necessary by the Executive Committee from time-to-time.”*

***Motion Carried by Special Resolution***

## OTHER BUSINESS

### **Bollards**

The nature of the bollards along the external of the grassed area and their return on investment was discussed. Liability for damage and maintenance to the bollards were posed. Considerations for this to remain open and potential for it to be defined as a ‘public space’. It was also mentioned that resources were better spent to block off or restrict access between the laneway that connects the mark and provenance buildings.

### **EV Charging**

The meeting noted that a sub-committee is being constructed from within the OC for the purposes of considering overall electrification of the building (de-gassing and EV charging infrastructure). Future notices will be issued to canvas expressions of interest. Further details regarding the Electrification Pilot through the ACT Government were provided, with the EC to consider whether it lodges an application to this pilot program, which provides a potential low-cost assessment of electrification pathways and infrastructure changes for the OC.

### **Bin Room Access**

It was **proposed** that all permanent residents are provided with access to the bin rooms. Accessibility options were discussed fob, swipe, or a pin code. It was **informally agreed** that a system where residents can register for access to the bin room for limited durations swipe access, example of 24-48 hour access to a unit specific swipe card. CXI will confirm the capabilities of this with the EC. The intent behind this is to assist with disposal of large items

### **Lift Well Signage**

It was agreed that the Executive Committee would expend up to \$2,000.00 for the purpose of wayfinding signage located in each of the lift wells to clearly show the street numbers of 43 , 47 , 2 & 45.

### **Intercom & Security**

The capability of some of the Intercom's systems at the complex may allow for pin-codes to provide building access. This needs to be investigated further as security awareness should be communicated.

*Secretarial note: Grady Strata and Facilities management are to investigate how many units at the complex are rented out as Airbnbs.*

### **Carpark Driveway Entrance**

Owners identified some issues with the driveway 'Founders Lan' specifically that vehicles parking outside the basement is restricting safe access in and out of the building as well as non-residents utilizing the lane to cut through the building, sometimes at excessive speeds. To assist with fixing these issues, it was informally agreed that the Executive Committee would investigate options and the suitability that Founders Lane be changed to facilitate 'one way' passage only and the BM will resume further activity in this location in the interim to deter inappropriately located vehicles. It was proposed that all vehicles would enter through Batman Street and exit into Ainslie Avenue. Grady Strata and Facilities management will investigate potential road pathway changes and any necessary approvals and changes to traffic management plans with Access Canberra.

### **Notice Boards.**

A request to install Community Notice Boards was put forward. The executive committee will consider options and locations within building entrances and lobby areas. It was noted that the community notice boards are to be kept separate to notices from Strata Management

**Meeting closed at 7:38pm**

## EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 18 March 2025 at 5:30pm.

### PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Rodney Lambert, Jun Ma, Denisse Yvanovich, Parth Shah, Andrew Mackey, Robert Enright

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Michael Grady, Thomas Cubbin

### 1. MEETING WELCOME

- 1.1. Thomas Cubbin **welcomed** members to the meeting.
- 1.2. No Members present had any interest to declare.

### 2. ELECTION OF OFFICE HOLDERS

- 2.1. The committee **appointed** Shelley Cooper as the Chairperson
- 2.2. The committee **appointed** Warwick Vance as the Secretary
- 2.3. The committee **appointed** Jun Ma as the Treasurer

### 3. DELEGATIONS, APPROVALS AND PROCEDURES

- 3.1. The committee **agreed** to an ongoing approval process for work orders and quotes allowing office holders to approve quotes of up to **\$2000.00**. Furthermore, it was **agreed** that office holders would be delegated the task of reviewing and approving the 'Fit Out Pack' documentation for any commercial unit at the complex.

### 4. OUTSTANDING QUOTES

#### 4.1. Fairy Cleaning

- 4.1.1. The committee **agreed** to accept the quote from Fairy Cleaning regarding the basement clean for **\$4,300+GST**.
- 4.1.2. The committee **agreed** to accept the quote from Fairy Cleaning regarding the carpet clean for **\$4,000+GST**.
- 4.1.3. The committee **noted** the advice from Fairy Cleaning to install a common property tap in the courtyard between Founders Lane and Cooyong St which will assist them provide all necessary cleaning services. It was **agreed** that Thomas Cubbin will obtain and distribute a quote for the installation of the tap once confirming with Fairy Cleaning a precise proposed location is given. This will be reviewed by the committee once provided.
- 4.1.4. The committee **noted** Fairy Cleaning's current arrangement of machine scrubbing the lift wells is outside the current agreement and being provided free of charge. Consideration of continuing this arrangement was contingent on the approval of the Bin Chute cleaning by Fairy Cleaning.
- 4.1.5. The committee **noted** the advice from Fairy Cleaning to undertake a clean of the bin chutes. It was **agreed** that Thomas Cubbin will obtain a quote from Fairy Cleaning for review by the committee.

#### 4.2. Site Craft Services

- 4.2.1. The committee agreed to accept the quote from Site Craft Services regarding the bin tugs Hitches and Highlights for **\$2,020.40+GST**.
- 4.2.2. The committee agreed to accept the quote from Site Craft Services regarding the ongoing Maintenance agreement for a period of 3 years for **\$5,680.00+GST**.

- 4.3. The committee **agreed** to approve the hourly rate of Southern Sullage Services to clean the grease trap. After the clean is conducted, Southern Sullage will advise on the required frequency of future grease trap cleaning as per Icon Water's Minimum Grease Trap Requirements and the buildings approved trade waste requirements.
- 4.4. The committee **noted** that BBZ Living Solutions was still in the process of providing a quote for the repairs to the sandstone tiles around the complex. The committee **agreed** to review the quote once provided.

## 5. LEGAL

- 5.1. Shelley Cooper provided an update on the Deeds related to defects. The EC **agreed** to support a proposal to get the experts from both sides together (Tyrells for the OC and TCA for Altair/Chase) to try and get agreement on as much as possible regarding the defects and reduce the list of not agreed defects requiring referral to a Determining Expert under the Deed. Note: Chase and JWLand (Altair) support this. It is similar to a "conclave" type event frequently undertaken in a court case to resolve as much as possible in dispute. The more matters referred to the Determining Expert, the more expensive that process will be. Related notes: Some recent structural water ingress issues have been referred to Chase (and JWLand) and they are being investigated. Grady is managing this.

### 5.2. Proctor Legal

- 5.2.1. The committee **confirmed** the amendments to Energy Locals embedded network contact discussed at the AGM had been approved. It was **noted** that further amendments to the contract would need to be presented to and voted on at a future General Meeting or AGM. The committee confirmed the solar panel agreement with Skycell previously reviewed by Proctor Legal still needed to be finalised and accepted. Michael Grady **agreed** to firstly review the Skycell arrangement situation in relation to the original development prior to pursuing finalisation of the agreement.

## 6. ADMINISTRATIVE MATTERS

- 6.1. The committee **noted** the status of incorrectly stored items in the basement and **agreed** to continue to pursue items on top of storage cages, including issuing infringement notices as this is covered by our OC Rules and is a breach of fire regulations.
- 6.2. The committee **noted** the notice seeking interest from owners in joining an electrification sub-cttee would go out shortly and that Denisse had indicated her interest in this group.
- 6.3. The committee **noted** the ongoing investigation of noise issues regarding Lot 61 (45 Ainslie). Michael Grady **noted** that this issue has been passed onto Chase construction for further action.
- 6.4. Two defect reports received from 360 Degree were **noted**. One (the Passive Fire report received on 20 Jan 2025) is to be examined more closely as some of the issues may be alleged defects in the Tyrells report. The second report concerned doors and related. It was **agreed** that the non-critical defects in this report be fixed up to around **\$500.00+GST**.

## 6.5. Erections and Alterations

- 6.5.1. The committee **agreed** to approve the alteration application submitted by Lot 214 (43 Currong) to install an external Tap as per the specifications provided. Denisse declared a conflict of interest as the application related to her unit.
- 6.5.2. The committee **agreed** to approve the alteration application submitted by Lot 174 (45 Ainslie) to install a Carpark Bollard as per the specifications provided.

## 7. FINANCIALS

- 7.1. The committee **noted** the detailed transaction list at the meeting.
- 7.2. The committee **discussed** the status of the two Term Deposit investment accounts, it was noted that Grady Strata will confirm the status of these accounts post changeover from Vantage Strata and circulate with the Committee.

## 8. INSURANCE

- 8.1. The committee **noted** the insurance proposal from Honan for a proposed annual policy renewal to come into effect on 20 March 2025 subject to a 21 day cooling off period at premium cost of \$121,431.54 underwriters levy (\$4,000.00) broker fee (\$225.00) and GST (\$12,565.66) making the total payable **\$138,222.19, Incl GST**. The committee **noted** the Insurance Policy Period will extend through to 20/09/2025 and **discussed** the conditions surrounding the 6-month term. The committee **noted** the Strata Manager Remuneration for this is \$12,143.15. The payable excess on all water damage related claims was \$30,000 which was an increase from last year due to the insurance claim originating from water damages sustained in December 2024. It was **noted** as per the previous year's policy that Floating floors were once again excluded.
- 8.2. **Outstanding Claims**
  - 8.2.1. The committee **noted** that the Flood Claim that occurred on 03/12/2024 in The Mark had been accepted by the insurer and rectification works would proceed. This will be arranged and managed by the insurers appointed trades.
  - 8.2.2. The committee **noted** the progression of the Public Liability Claim that was received on 17/02/2025. The committee **agreed** to seek options to ensure the lawn sprinklers are operating correctly and retract properly.

## 9. FROM AGM

- 9.1. The committee **noted** Grady Strata had been provided with contractor details of trades that did original signage at the complex, and a request to quote for new lift well signage has been issued. Once a quote has been provided the committee **agreed** to review and accept it.
- 9.2. The committee **noted** that Grady Strata is attempting to obtain the traffic management plan for streets surrounding the complex. Once this is provided the committee will assess if changing the traffic flow to founder's lane will be possible.
- 9.3. The committee **agreed** to obtain a quote for 4 community notice boards with the intention that each main entrance has one.

- 9.4. The committee **agreed** to arrange and facilitate ongoing Bulky Waste collections on a quarterly basis, subject to agreement to quotes for services in addition to free ones. The committee **requested** further advice regarding temporary electronic access to the bin room and noted that if made possible, a closely monitored and rigid process would be required and communicated in a formal notice.

#### **10. REVIEW OF APPROVALS OUT OF SESSION**

- 10.1. DA Form 4, Lot 352, Level 1, The Mark, Vacant Childcare. Approval for JWLand to lodge initial application – **EC**
- 10.2. Repair plant room rooftop door lock – **Office Holders**
- 10.3. Repair external auto door located at laneway between Founders Lane and Cooyong street – **EC**
- 10.4. Rule Infringement Notice Unit G16 Lot 210 for the use of an unapproved shade cloth on gate – **EC**

#### **11. GENERAL BUSINESS**

- 11.1. The committee **agreed** to accept the quote provided by Capital lines and signs for **\$11,972.51 Incl GST** to address the ongoing parking issues on founders lane. Works will consist of yellow chevron lines clearly indicating no parking areas as well as consolidating all signage in the short-term parking section that specify 'Pick Up Set Down Only'.
- 11.2. The committee **agreed** that the next EC meeting will be held on Tuesday 15<sup>th</sup> April and every 4 weeks after. The committee **noted** Grady Strata's comments regarding the Strata Management Agreement in place, specifically that 6 EC meetings per year are included in the agreement and that these meetings are to be held during office hours. Grady Strata attendance to meetings exceeding this number during office hours will be associated with the additional service charge of **\$132.00 Incl GST** for the first hour and each subsequent hour or part thereof.

# Sinking Fund Plan

**The Mark and Provenance  
2 Batman Street, 45 Ainslie Avenue, 43 and  
47 Currong Street (North), Canberra,**

**ACT 2601**

**Scheme Number: 4796**



***COMPILED BY STEVE VILJOEN***

**On 24 November 2020 for the  
15 Years Commencing: 1 January 2021  
QIA Job Reference Number: 150991**

Professional Indemnity Insurance Policy Number 96 0968886 PLP  
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## INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long-term costs, with essentially only an adjustment for inflation being required.

## LOCATION

2 Batman Street, 45 Ainslie Avenue, 43 and 47 Currong Street (North), Canberra, ACT 2601

## REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long-term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	100000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$2.11

## METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

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

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

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

### SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/01/2021	\$0	\$211,087	\$2.11	\$18,200	\$192,887
2	01/01/2022	\$192,887	\$217,420	\$2.17	\$18,746	\$391,561
3	01/01/2023	\$391,561	\$223,942	\$2.24	\$19,308	\$596,194
4	01/01/2024	\$596,194	\$230,660	\$2.31	\$123,922	\$702,933
5	01/01/2025	\$702,933	\$237,580	\$2.38	\$27,562	\$912,952
6	01/01/2026	\$912,952	\$244,708	\$2.45	\$34,338	\$1,123,321
7	01/01/2027	\$1,123,321	\$252,049	\$2.52	\$123,085	\$1,252,285
8	01/01/2028	\$1,252,285	\$259,610	\$2.60	\$80,458	\$1,431,438
9	01/01/2029	\$1,431,438	\$267,399	\$2.67	\$525,386	\$1,173,450
10	01/01/2030	\$1,173,450	\$275,421	\$2.75	\$41,157	\$1,407,714
11	01/01/2031	\$1,407,714	\$283,683	\$2.84	\$66,789	\$1,624,608
12	01/01/2032	\$1,624,608	\$292,194	\$2.92	\$87,052	\$1,829,750
13	01/01/2033	\$1,829,750	\$300,960	\$3.01	\$724,284	\$1,406,426
14	01/01/2034	\$1,406,426	\$309,988	\$3.10	\$233,061	\$1,483,353
15	01/01/2035	\$1,483,353	\$319,288	\$3.19	\$1,042,108	\$760,534

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

<b>January 2021</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$18,200
<u>Total Forecast Expenditure for year - January 2021 (Inc GST):</u>	<u>\$18,200</u>
Includes GST amount of :	\$1,655
<b>January 2022</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$18,746
<u>Total Forecast Expenditure for year - January 2022 (Inc GST):</u>	<u>\$18,746</u>
Includes GST amount of :	\$1,704
<b>January 2023</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$19,308
<u>Total Forecast Expenditure for year - January 2023 (Inc GST):</u>	<u>\$19,308</u>
Includes GST amount of :	\$1,755
<b>January 2024</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Provision to replace balustrade/handrail fixings	\$6,908
- Capital Replacement - General	\$19,888
<b>FURNITURE &amp; FITTINGS</b>	
- Install/Replace sensors/exits/emergency lighting 50% of total	\$32,994
<b>FIRE PROTECTION SYSTEMS</b>	
- Provision to replace portable fire extinguishers	\$38,479

<b>January 2024 continued</b>		Expense Inc GST
<b>PLANT &amp; EQUIPMENT</b>		
- Provision for ongoing replacement of exhaust/supply/jet fans		\$25,653
<u>Total Forecast Expenditure for year - January 2024 (Inc GST):</u>		<u>\$123,922</u>
	Includes GST amount of :	\$11,266
<b>January 2025</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$20,484
<b>FURNITURE &amp; FITTINGS</b>		
- Ongoing partial replacement of exterior lighting		\$3,698
<b>TOILET</b>		
- Repaint walls		\$1,785
- Repaint ceiling		\$1,594
<u>Total Forecast Expenditure for year - January 2025 (Inc GST):</u>		<u>\$27,562</u>
	Includes GST amount of :	\$2,506
<b>January 2026</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$21,099
<b>FURNITURE &amp; FITTINGS</b>		
- Provision for ongoing replacement of door closers		\$6,068
<b>PLANT &amp; EQUIPMENT</b>		
- Provision for ongoing repair/maintain of ventilation ducting		\$7,171
<u>Total Forecast Expenditure for year - January 2026 (Inc GST):</u>		<u>\$34,338</u>
	Includes GST amount of :	\$3,122

January 2027	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Maintain screens/louvres/rails/frames	\$2,435
- Maintain balcony/patio floor tiles	\$58,049
- Capital Replacement - General	\$21,732
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>	
- Maintain concrete driveway 3% of total	\$8,594
<b>ENTRY FOYER</b>	
- Maintain floor tiles 10% of total	\$2,131
<b>TOILET</b>	
- Provision to maintain tiling 10% of total	\$9,944
<b>LOBBIES</b>	
- Maintain floor tiles 10% of total	\$4,735
<b>PLANT &amp; EQUIPMENT</b>	
- Replace town water pumps (partial accrual)	\$5,759
<b>RECREATION AREA</b>	
- Maintain floor tiles 10% of total	\$9,707
<u>Total Forecast Expenditure for year - January 2027 (Inc GST):</u>	<u>\$123,085</u>
Includes GST amount of :	\$11,190

January 2028	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Provision to replace balustrade/handrail fixings	\$7,775
- Capital Replacement - General	\$22,384
<b>BASEMENT</b>	
- Replace main entry/exit garage door motors	\$7,511

<b>January 2028 continued</b>		Expense Inc GST
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain tiled pathways 3% of total		\$11,519
<b>ENTRY FOYER</b>		
- Provision to upgrade automatic doors (partial accrual)		\$13,377
<b>FIRE PROTECTION SYSTEMS</b>		
- Provision to replace pressure tanks		\$2,648
<b>PLANT &amp; EQUIPMENT</b>		
- Replace sewer pumps		\$10,367
<b>RECREATION AREA</b>		
- Provision for outdoor furniture replacement		\$4,877
<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>		<u>\$80,458</u>
Includes GST amount of :		\$7,314
<b>January 2029</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$23,055
<b>BASEMENT</b>		
- Repaint line marking		\$20,524
- Repaint previously painted basement surfaces		\$59,419
- Repaint door face		\$4,134
- Repaint bollards		\$6,459
<b>ENTRY FOYER</b>		
- Repaint walls		\$4,622
- Repaint ceiling		\$2,971
<b>FURNITURE &amp; FITTINGS</b>		
- Install/Replace sensors/exits/emergency lighting 50% of total		\$38,249

<b>January 2029 continued</b>		Expense Inc GST
<b>FIRE PROTECTION SYSTEMS</b>		
- Provision to replace portable fire extinguishers		\$44,608
- Provision to replace fire hydrant valve assemblies & seals		\$17,223
<b>LOBBIES</b>		
- Repaint walls		\$145,247
- Repaint ceiling		\$67,672
- Repaint door face		\$48,117
<b>STAIRWELL</b>		
- Repaint door face		\$13,348
<b>PLANT &amp; EQUIPMENT</b>		
- Provision for ongoing replacement of exhaust/supply/jet fans		\$29,738
	<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>	<u>\$525,386</u>
	Includes GST amount of :	\$47,762
<b>January 2030</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$23,747
<b>FURNITURE &amp; FITTINGS</b>		
- Ongoing partial replacement of exterior lighting		\$4,287
- Provision for ongoing replacement of door closers		\$6,830
<b>PLANT &amp; EQUIPMENT</b>		
- Replace town water pumps (partial accrual)		\$6,293
	<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>	<u>\$41,157</u>
	Includes GST amount of :	\$3,742

<b>January 2031</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$24,459
<b>BASEMENT</b>		
- Replace stormwater pumps		\$11,420
<b>FIRE PROTECTION SYSTEMS</b>		
- Overhaul hydrant/sprinkler booster pumps and controllers		\$24,363
- Replace jacking pumps		\$6,547
<u>Total Forecast Expenditure for year - January 2031 (Inc GST):</u>		<u>\$66,789</u>
Includes GST amount of :		\$6,072
<b>January 2032</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Provision to replace balustrade/handrail fixings		\$8,751
- Capital Replacement - General		\$25,193
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain concrete driveway 3% of total		\$9,963
<b>ENTRY FOYER</b>		
- Provision to upgrade automatic doors (partial accrual)		\$15,056
<b>FIRE PROTECTION SYSTEMS</b>		
- Provision to replace fire hose reels		\$11,998
<b>PLANT &amp; EQUIPMENT</b>		
- Provision for ongoing repair/maintain of ventilation ducting		\$8,563
<b>RECREATION AREA</b>		
- Replace astro turf		\$7,528
<u>Total Forecast Expenditure for year - January 2032 (Inc GST):</u>		<u>\$87,052</u>
Includes GST amount of :		\$7,914

<b>January 2033</b>	<b>Expense Inc GST</b>
<b>SUPERSTRUCTURE</b>	
- Maintain balcony/patio floor tiles	\$69,313
- Capital Replacement - General	\$25,949
<b>BASEMENT</b>	
- Provision for CO monitor replacement	\$15,992
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>	
- Maintain tiled pathways 3% of total	\$13,354
- Provision to upgrade intercom systems & associated equipment	\$12,018
- Provision to replace swipe readers	\$1,357
<b>FURNITURE &amp; FITTINGS</b>	
- Provision to replace intercom handsets	\$155,820
- Provision to upgrade swipe readers	\$2,714
- Provision to upgrade intercom systems & associated equipment	\$14,700
<b>FIRE PROTECTION SYSTEMS</b>	
- Provision to upgrade Fire Panel & associated detection equipment	\$176,400
<b>LOBBIES</b>	
- Replace carpet	\$224,135
<b>PLANT &amp; EQUIPMENT</b>	
- Replace town water pumps (partial accrual)	\$6,877
<b>RECREATION AREA</b>	
- Provision for outdoor furniture replacement	\$5,654
<u>Total Forecast Expenditure for year - January 2033 (Inc GST):</u>	<u>\$724,284</u>
Includes GST amount of :	\$65,844

January 2034	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Maintain screens/louvres/rails/frames	\$2,995
- Capital Replacement - General	\$26,727
<b>ENTRY FOYER</b>	
- Maintain floor tiles 10% of total	\$2,621
<b>FURNITURE &amp; FITTINGS</b>	
- Install/Replace sensors/exits/emergency lighting 50% of total	\$44,342
- Provision for ongoing replacement of door closers	\$7,687
<b>TOILET</b>	
- Provision to maintain tiling 10% of total	\$12,229
<b>FIRE PROTECTION SYSTEMS</b>	
- Provision to replace portable fire extinguishers	\$51,712
- Replace sprinkler pumps	\$9,900
<b>LOBBIES</b>	
- Maintain floor tiles 10% of total	\$5,823
<b>ROOF</b>	
- Replace solar panel inverters	\$22,612
<b>PLANT &amp; EQUIPMENT</b>	
- Provision for ongoing replacement of exhaust/supply/jet fans	\$34,475
<b>RECREATION AREA</b>	
- Maintain floor tiles 10% of total	\$11,938
<u>Total Forecast Expenditure for year - January 2034 (Inc GST):</u>	<u>\$233,061</u>
Includes GST amount of :	\$21,187

January 2035	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Repaint exterior building surfaces in 15 years	\$466,144
- Scaffold/access equip allowance	\$77,762
- Repaint door face	\$4,936
- Capital Replacement - General	\$27,529
<b>FURNITURE &amp; FITTINGS</b>	
- Ongoing partial replacement of exterior lighting	\$4,970
<b>TOILET</b>	
- Repaint walls	\$2,399
- Repaint ceiling	\$2,142
<b>ROOF</b>	
- Replace planter box membrane	\$4,456
- Provision for membrane replacement in 20 years (partial accrual)	\$92,222
<b>PLANT &amp; EQUIPMENT</b>	
- Refurbish lift interior in 24 years (partial accrual)	\$16,795
- Allowance for mechanical upgrade of lift in 24 years (partial accrual)	\$342,753
<u>Total Forecast Expenditure for year - January 2035 (Inc GST):</u>	<u>\$1,042,108</u>
Includes GST amount of :	\$94,737

## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>SUPERSTRUCTURE</b>																		
- Repaint exterior building surfaces in 15 years	\$272,000	2035	10															466144
- Scaffold/access equip allowance	\$45,375	2035	10															77762
- Repaint door face	\$2,880	2035	10															4936
- Maintain screens/louvres/rails/frames	\$1,800	2027	7							2435							2995	
- Provision to replace balustrade/handrail fixings	\$5,580	2024	4				6908				7775				8751			
- Maintain balcony/patio floor tiles	\$42,908	2027	6							58049						69313		
- Capital Replacement - General	\$16,064	2021	1	18200	18746	19308	19888	20484	21099	21732	22384	23055	23747	24459	25193	25949	26727	27529
<b>BASEMENT</b>																		
- Repaint line marking	\$14,300	2029	10									20524						
- Provision for CO monitor replacement	\$9,900	2033	14													15992		
- Repaint previously painted basement surfaces	\$41,400	2029	10									59419						
- Repaint door face	\$2,880	2029	10									4134						
- Replace main entry/exiit garage door motors	\$5,390	2028	10								7511							
- Replace stormwater pumps	\$7,500	2031	12											11420				
- Repaint bollards	\$4,500	2029	10									6459						

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain tiled pathways 3% of total	\$8,266	2028	5								11519					13354		
- Maintain concrete driveway 3% of total	\$6,352	2027	5							8594					9963			
- Provision to upgrade intercom systems & associated equipment	\$7,440	2033	14													12018		
- Provision to replace swipe readers	\$840	2033	14													1357		
<b>ENTRY FOYER</b>																		
- Repaint walls	\$3,220	2029	10									4622						
- Repaint ceiling	\$2,070	2029	10									2971						
- Maintain floor tiles 10% of total	\$1,575	2027	7							2131							2621	
- Provision to upgrade automatic doors (partial accrual)	\$9,600	2028	4								13377				15056			
<b>FURNITURE &amp; FITTINGS</b>																		
- Install/Replace sensors/exits/emergency lighting 50% of total	\$26,650	2024	5				32994					38249					44342	
- Ongoing partial replacement of exterior lighting	\$2,900	2025	5					3698					4287					4970
- Provision to replace intercom handsets	\$96,460	2033	14													155820		
- Provision to upgrade swipe readers	\$1,680	2033	14													2714		
- Provision to upgrade intercom systems & associated equipment	\$9,100	2033	14													14700		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision for ongoing replacement of door closers	\$4,620	2026	4						6068				6830				7687	
<b>TOILET</b>																		
- Repaint walls	\$1,400	2025	10					1785										2399
- Provision to maintain tiling 10% of total	\$7,350	2027	7							9944							12229	
- Repaint ceiling	\$1,250	2025	10					1594										2142
<b>FIRE PROTECTION SYSTEMS</b>																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$16,000	2031	15											24363				
- Provision to upgrade Fire Panel & associated detection equipment	\$109,200	2033	15													176400		
- Provision to replace fire hose reels	\$7,650	2032	14												11998			
- Provision to replace portable fire extinguishers	\$31,080	2024	5				38479					44608					51712	
- Provision to replace fire hydrant valve assemblies & seals	\$12,000	2029	10									17223						
- Replace jacking pumps	\$4,300	2031	12											6547				
- Replace sprinkler pumps	\$5,950	2034	15														9900	
- Provision to replace pressure tanks	\$1,900	2028	10								2648							
<b></b>																		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>LOBBIES</b>																		
- Repaint walls	\$101,200	2029	10									145247						
- Repaint ceiling	\$47,150	2029	10									67672						
- Replace carpet	\$138,750	2033	14													224135		
- Repaint door face	\$33,525	2029	10									48117						
- Maintain floor tiles 10% of total	\$3,500	2027	7							4735							5823	
<b>ROOF</b>																		
- Replace planter box membrane	\$2,600	2035	16															4456
- Provision for membrane replacement in 20 years (partial accrual)	\$53,812	2035	2															92222
- Replace solar panel inverters	\$13,590	2034	15														22612	
<b>STAIRWELL</b>																		
- Repaint door face	\$9,300	2029	10									13348						
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interior in 24 years (partial accrual)	\$9,800	2035	2															16795
- Allowance for mechanical upgrade of lift in 24 years (partial accrual)	\$200,000	2035	2															342753
- Provision for ongoing replacement of exhaust/supply/jet fans	\$20,720	2024	5				25653					29738					34475	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>PLANT &amp; EQUIPMENT</b>																		
- Provision for ongoing repair/maintain of ventilation ducting	\$5,460	2026	6						7171						8563			
- Replace town water pumps (partial accrual)	\$4,257	2027	3							5759			6293			6877		
- Replace sewer pumps	\$7,440	2028	10								10367							
<b>RECREATION AREA</b>																		
- Provision for outdoor furniture replacement	\$3,500	2028	5								4877					5654		
- Maintain floor tiles 10% of total	\$7,175	2027	7							9707							11938	
- Replace astro turf	\$4,800	2032	14												7528			
<b>Total</b>				18200	18746	19308	123922	27562	34338	123085	80458	525386	41157	66789	87052	724284	233061	1042108
<b>Includes GST amount of</b>				1655	1704	1755	11266	2506	3122	11190	7314	47762	3742	6072	7914	65844	21187	94737

## ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>SUPERSTRUCTURE</b>																		
- Repaint exterior building surfaces in 15 years	\$272,000	2035	10	25063	50878	77467	104854	133063	162118	192044	222868	254617	287319	321001	355694	391428	428234	466144
- Scaffold/access equip allowance	\$45,375	2035	10	4181	8487	12923	17492	22197	27044	32037	37179	42475	47930	53549	59337	65298	71438	77762
- Repaint door face	\$2,880	2035	10	265	539	820	1110	1409	1717	2034	2360	2696	3042	3399	3766	4145	4535	4936
- Maintain screens/louvres/rails/frames	\$1,800	2027	7	318	645	982	1329	1687	2056	2435	391	793	1208	1635	2075	2528	2995	481
- Replace external doors in 24 years	\$3,150	2044	25	205	415	632	856	1086	1323	1568	1819	2078	2345	2620	2903	3195	3496	3805
- Provision to replace balustrade/handrail fixings	\$5,580	2024	4	1651	3352	5104	6908	1858	3773	5744	7775	2092	4246	6465	8751	2354	4779	7277
- Replace mod wood timber decking in 25 years	\$5,600	2044	25	364	738	1124	1522	1931	2353	2787	3234	3695	4170	4659	5162	5681	6215	6765
- Provision to replace single roller shutter doors to bin room in 25 years	\$9,750	2045	26	616	1250	1904	2577	3270	3984	4719	5477	6257	7061	7888	8741	9619	10523	11455
- Maintain balcony/patio floor tiles	\$42,908	2027	6	7576	15379	23416	31694	40221	49003	58049	10716	21753	33121	44830	56891	69313	12795	25974
- Capital Replacement - General	\$16,064	2021	1	18200	18746	19308	19888	20484	21099	21732	22384	23055	23747	24459	25193	25949	26727	27529
<b>BASEMENT</b>																		
- Repaint line marking	\$14,300	2029	10	2020	4101	6244	8452	10726	13068	15480	17965	20524	2406	4884	7437	10066	12774	15563
- Provision for CO monitor replacement	\$9,900	2033	14	1024	2079	3165	4284	5436	6623	7846	9105	10403	11739	13115	14532	15992	1416	2874
- Repaint previously painted basement surfaces	\$41,400	2029	10	5849	11873	18078	24469	31052	37833	44817	52010	59419	6966	14140	21530	29142	36982	45057
- Replace double garage doors in 35 years	\$7,860	2055	36	402	817	1244	1683	2136	2603	3083	3578	4088	4613	5153	5710	6284	6875	7484

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>BASEMENT</b>																		
- Repair door face	\$2,880	2029	10	407	826	1258	1702	2160	2632	3118	3619	4134	485	984	1498	2027	2573	3134
- Provision to replace main entry/exit garage doors in 30 years	\$16,500	2051	32	907	1842	2805	3797	4818	5870	6953	8070	9219	10403	11623	12879	14173	15505	16878
- Replace main entry/exiit garage door motors	\$5,390	2028	10	845	1715	2611	3534	4484	5464	6472	7511	881	1787	2722	3684	4675	5695	6747
- Replace stormwater pumps	\$7,500	2031	12	892	1810	2756	3730	4734	5768	6832	7929	9058	10222	11420	1147	2329	3546	4800
- Repaint bollards	\$4,500	2029	10	636	1291	1965	2660	3375	4113	4872	5654	6459	757	1537	2340	3168	4020	4898
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain tiled pathways 3% of total	\$8,266	2028	5	1295	2630	4004	5419	6877	8379	9926	11519	2515	5106	7775	10523	13354	2916	5919
- Maintain concrete driveway 3% of total	\$6,352	2027	5	1122	2277	3467	4692	5955	7255	8594	1877	3809	5800	7851	9963	2175	4416	6724
- Provision to upgrade intercom systems & associated equipment	\$7,440	2033	14	770	1562	2378	3219	4085	4977	5896	6843	7818	8822	9856	10921	12018	1064	2160
- Provision to replace swipe readers	\$840	2033	14	87	176	269	364	461	562	666	773	883	996	1113	1233	1357	120	244
<b>ENTRY FOYER</b>																		
- Repaint walls	\$3,220	2029	10	455	924	1406	1903	2415	2943	3486	4046	4622	542	1100	1675	2267	2876	3505
- Repaint ceiling	\$2,070	2029	10	292	594	904	1223	1553	1892	2241	2601	2971	348	707	1076	1457	1849	2252
- Maintain floor tiles 10% of total	\$1,575	2027	7	278	565	860	1164	1477	1799	2131	342	694	1057	1431	1816	2213	2621	421
- Provision to upgrade automatic doors (partial accrual)	\$9,600	2028	4	1504	3054	4650	6294	7987	9731	11527	13377	3599	7306	11124	15056			

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>FENCING</b>																		
- Replace roof top powder coated slat fencing in 35 years	\$24,375	2055	36	1248	2533	3857	5220	6625	8071	9561	11096	12677	14305	15982	17709	19488	21321	23208
- Replace rooftop powder coated baluster fencing in 35 years	\$16,900	2055	36	865	1756	2674	3619	4593	5596	6629	7693	8789	9918	11081	12278	13512	14782	16091
- Replace powder coated pedestrian gates in 30 years	\$3,870	2050	35	217	441	671	909	1153	1405	1664	1931	2206	2490	2781	3082	3392	3711	4039
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to replace mail boxes in 35 years	\$72,735	2055	36	3724	7559	11509	15578	19769	24085	28531	33111	37828	42686	47690	52844	58153	63621	69253
- Install/Replace sensors/exits/emergency lighting 50%	\$26,650	2024	5	7886	16010	24376	32994	7204	14625	22268	30140	38249	8352	16955	25815	34942	44342	
- Ongoing partial replacement of exterior lighting	\$2,900	2025	5	697	1414	2153	2914	3698	807	1639	2496	3378	4287	936	1900	2893	3916	4970
- Provision to replace intercom handsets	\$96,460	2033	14	9977	20253	30838	41740	52970	64536	76449	88720	101358	114376	127784	141595	155820	13794	28002
- Provision to upgrade swipe readers	\$1,680	2033	14	174	353	537	727	923	1124	1332	1545	1765	1992	2226	2466	2714	240	488
- Provision to upgrade intercom systems & associated equipment	\$9,100	2033	14	941	1911	2909	3938	4997	6088	7212	8370	9562	10790	12055	13358	14700	1301	2642
- Provision for ongoing replacement of door closers	\$4,620	2026	4	938	1904	2900	3925	4980	6068	1633	3314	5046	6830	1837	3730	5679	7687	
<b>TOILET</b>																		
- Repaint walls	\$1,400	2025	10	336	683	1039	1407	1785	209	425	647	875	1111	1354	1603	1861	2126	2399
- Provision to maintain tiling 10% of total	\$7,350	2027	7	1298	2634	4011	5429	6890	8394	9944	1596	3240	4933	6677	8473	10323	12229	1963
- Repaint ceiling	\$1,250	2025	10	300	609	928	1256	1594	187	379	578	782	992	1209	1432	1662	1898	2142
- Provision to replace toilets in 20 years	\$9,120	2040	22	674	1369	2084	2821	3580	4361	5167	5996	6850	7730	8636	9569	10531	11521	12541

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>TOILET</b>																		
- Provision to replace basins in 20 years	\$2,635	2040	22	195	395	602	815	1034	1260	1493	1732	1979	2233	2495	2765	3043	3329	3624
<b>FIRE PROTECTION SYSTEMS</b>																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$16,000	2031	15	1902	3861	5880	7958	10099	12304	14576	16915	19325	21807	24363	2041	4143	6308	8538
- Provision to upgrade Fire Panel & associated detection equipment	\$109,200	2033	15	11295	22928	34911	47253	59966	73059	86546	100437	114745	129482	144662	160296	176400	14776	29996
- Provision to replace fire hose reels	\$7,650	2032	14	845	1716	2613	3537	4488	5468	6478	7518	8589	9692	10828	11998	1062	2156	3283
- Provision to replace portable fire extinguishers	\$31,080	2024	5	9198	18671	28429	38479	8402	17056	25970	35151	44608	9740	19773	30106	40749	51712	11291
- Provision to replace fire hydrant valve assemblies & seals	\$12,000	2029	10	1695	3442	5240	7093	9001	10966	12990	15075	17223	2019	4099	6241	8447	10719	13060
- Replace jacking pumps	\$4,300	2031	12	511	1038	1580	2139	2714	3306	3917	4546	5193	5860	6547	658	1335	2033	2752
- Replace sprinkler pumps	\$5,950	2034	15	579	1176	1791	2424	3076	3748	4440	5152	5886	6642	7421	8223	9049	9900	829
- Provision to replace pressure tanks	\$1,900	2028	10	298	605	920	1246	1581	1926	2282	2648	310	630	959	1298	1648	2008	2378
<b>LOBBIES</b>																		
- Repaint walls	\$101,200	2029	10	14297	29023	44191	59814	75906	92480	109552	127136	145247	17027	34565	52630	71236	90400	110140
- Repaint ceiling	\$47,150	2029	10	6661	13522	20589	27868	35365	43087	51041	59234	67672	7933	16104	24521	33189	42118	51315
- Replace carpet	\$138,750	2033	14	14351	29133	44358	60040	76193	92830	109966	127616	145796	164521	183808	203674	224135	19842	40279
- Repaint door face	\$33,525	2029	10	4736	9615	14640	19815	25146	30637	36292	42117	48117	5641	11451	17435	23599	29948	36487
- Maintain floor tiles 10% of total	\$3,500	2027	7	618	1254	1910	2585	3281	3997	4735	760	1543	2349	3179	4035	4916	5823	935

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>ROOF</b>																		
- Replace planter box membrane	\$2,600	2035	16	240	486	741	1002	1272	1550	1836	2130	2434	2747	3069	3400	3742	4094	4456
- Provision for membrane replacement in 20 years (partial accrual)	\$53,812	2035	2	4958	10066	15326	20744	26325	32073	37994	44092	50374	56843	63507	70371	77440	84722	92222
- Provision for solar panel replacement in 24 years	\$36,960	2044	25	2401	4873	7420	10043	12745	15528	18395	21347	24388	27520	30747	34070	37492	41018	44649
- Replace solar panel inverters	\$13,590	2034	15	1323	2686	4090	5537	7026	8560	10140	11768	13445	15171	16950	18782	20669	22612	1894
<b>STAIRWELL</b>																		
- Repaint door face	\$9,300	2029	10	1314	2667	4061	5497	6976	8499	10068	11684	13348	1565	3176	4836	6546	8307	10121
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interior in 24 years (partial accrual)	\$9,800	2035	2	903	1833	2791	3778	4794	5841	6919	8030	9174	10352	11566	12816	14103	15429	16795
- Allowance for mechanical upgrade of lift in 24 years (partial accrual)	\$200,000	2035	2	18429	37410	56961	77099	97840	119204	141209	163874	187219	211264	236030	261540	287815	314878	342753
- Provision for ongoing replacement of exhaust/supply/jet fans	\$20,720	2024	5	6132	12447	18953	25653	5601	11371	17313	23434	29738	6494	13182	20071	27166	34475	
- Provision for ongoing repair/maintain of ventilation ducting	\$5,460	2026	6	1109	2250	3427	4638	5886	7171	1324	2687	4092	5538	7028	8563	1581	3209	4885
- Replace town water pumps (partial accrual)	\$4,257	2027	3	752	1526	2323	3144	3990	4862	5759	2036	4133	6293	2225	4517	6877		
- Replace sewer pumps	\$7,440	2028	10	1166	2367	3603	4877	6190	7541	8933	10367	1215	2467	3756	5084	6452	7861	9312

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>RECREATION AREA</b>																		
- Provision for outdoor furniture replacement	\$3,500	2028	5	548	1113	1695	2295	2912	3548	4202	<b>4877</b>	1065	2162	3292	4455	<b>5654</b>	1234	2506
- Provision for BBQ replacement in 20 years	\$7,950	2040	22	588	1193	1817	2459	3121	3802	4504	5227	5971	6738	7528	8342	9180	10043	10932
- Provision to replace pergola timbers in 20 years	\$7,150	2040	22	529	1073	1634	2212	2807	3420	4051	4701	5371	6060	6771	7503	8256	9033	9832
- Maintain floor tiles 10% of total	\$7,175	2027	7	1267	2572	3916	5300	6726	8194	<b>9707</b>	1558	3163	4816	6518	8272	10078	<b>11938</b>	1916
- Replace astro turf	\$4,800	2032	14	530	1077	1640	2219	2816	3431	4064	4717	5389	6081	6794	<b>7528</b>	666	1353	2060
<b>TOTAL ACCRUALS</b>				<b>197669</b>	<b>401266</b>	<b>610974</b>	<b>722937</b>	<b>933416</b>	<b>1143919</b>	<b>1273532</b>	<b>1456363</b>	<b>1204578</b>	<b>1440866</b>	<b>1659847</b>	<b>1866406</b>	<b>1440262</b>	<b>1507691</b>	<b>755658</b>

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

## REPORT INFORMATION

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

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

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

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

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

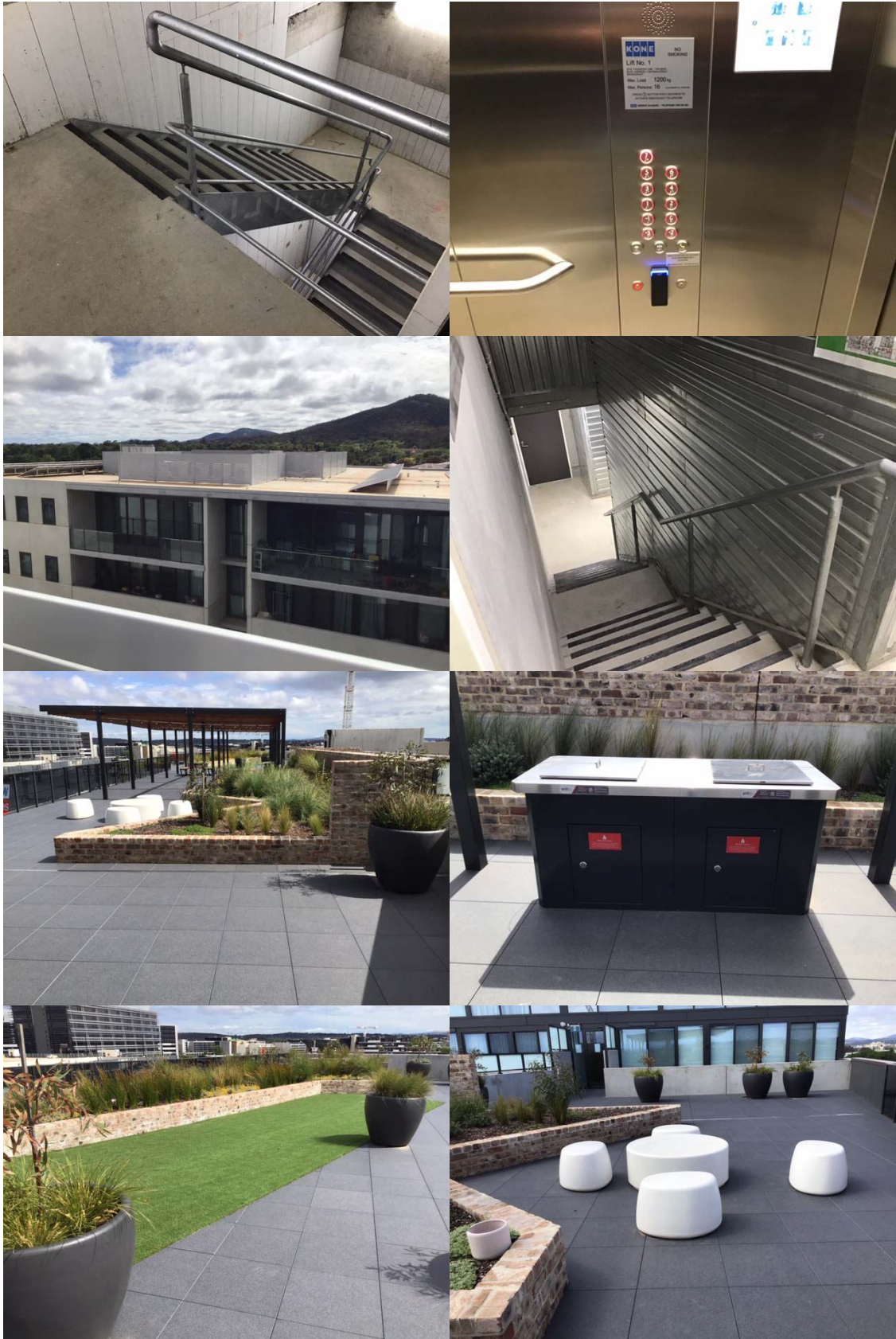
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

## AREAS NOT INSPECTED

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









# 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 4796**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 28 May 2024

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

**Regularly convened**

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

**Convened after  
adjournment**

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

**A3 Reduced quorum decisions**

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

Date of decision	Full text of reduced quorum decision
28 May 2024	See attached minutes

**A4 Owners corporation declaration**

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



.....

.....

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

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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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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).



**MINUTES OF THE GENERAL MEETING  
OF THE OWNERS OF UP 4796  
'THE MARK & PROVENANCE FOUNDERS LANE'  
2 Batman Street, BRADDON, ACT, 2612**

**Venue:** 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

**Date:** Tuesday, 28 May 2024

**Time:** 05:30 PM

**Present:**

V Krishnamurthy & V Venkatesh	(Lot 84) Owner present
M Chua	(Lot 125) Owner present
S Bridges & M Booth	(Lot 161) Owner present
P Tsai & S Wang	(Lot 168) Owner present
A Ruggeri & D Xirakis	(Lot 173) Owner present
R Enright & M Enright	(Lot 180) Owner present
The Whiting Family Co ATF	(Lot 181) Owner present
The Whiting Property Trust	
A Mackey	(Lot 185) Owner present
S Cooper	(Lot 194) Proxy present
D Yvanovich & G Yvanovich (non-financial)	(Lot 214) Owner present
S Cooper	(Lot 215) Owner present
S Doak & S Kopra	(Lot 218) Owner present
R Lambert & A Lambert	(Lot 236) Owner present
V Tark	(Lot 254) Owner present
N Do	(Lot 257) Owner present
S Cooper	(Lot 259) Proxy present
J Ma	(Lot 263) Owner present
W Vance & K Cambridge	(Lot 280) Owner present
Berkely Holdings Pty Ltd	(Lot 348) Owner present
Sim Fam 2 Pty Ltd	(Lot 351) Owner present

**Chairperson:** S Cooper

**Additional Attendees:** T Stekovic, Vantage Strata  
J Jackson Vantage Strata  
D Leskovec Vantage Strata  
N Christiansen Sparke Helmore Lawyers  
P Kumar Sparke Helmore Lawyers

**Apologies:** Nil

**Proxies:** Proxy Name: S Cooper (Lot 194) J Vild  
Proxy Name: S Cooper (Lot 259) K Haggstrom & B  
Haggstrom

**Absentee Votes:** Nil

**Quorum:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

**Secretarial Note:** *Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

## CHAIRPERSON, PROXIES AND APOLOGIES

### Item 1:

It was confirmed that the Chairperson was S Cooper, there were 2 proxies from J Vild and K Haggstrom and no apologies.

## ADOPTION OF MINUTES

### Motion 2 Ordinary Resolution:

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

**Carried**

## DEFECTS PROJECT - PHASE 1 DEED MANAGEMENT

### Motion 3 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the EC immediately to make and implement on behalf of the Owners decisions required to put into effect the terms of the Phase 1 Deed, including in relation to determining which (if any) defects remaining in dispute between the parties should be referred for expert determination.*

**Carried**

It was noted that owners would be advised in regard to key developments including in relation to disputed defects.

## DEFECTS PROJECT - DEED PROGRESS

### Motion 4 Ordinary Resolution:

*That the Owners Corporation approves the decision of the Executive Committee to instruct Sparke Helmore to provide an indicative response to Altair/Chase prior to this meeting.*

*The Chair proposed the following amendment to the Motion to add the words: "agreeing to their request for an extension to the timing of their response to the Owners Corporation's alleged defects to 28 June 2024".*

**Amendment Carried**

### Motion 4 amended

*The Owners Corporation **resolved** to approve the decision of the Executive Committee to instruct Sparke Helmore to provide an indicative response to Altair/Chase prior to this meeting agreeing to their request for an extension to the timing of their response to the Owners Corporation's alleged defects to 28 June 2024".*

**Carried**

## SUBLET OF COMMON PROPERTY (Energy Trade)

### Motion 5 Special Resolution:

It was **resolved** that the Owners UP 4796 agree, pursuant to Section 20 (3) of the Unit Titles (Amendment) Act 2011 to sublet that part of the common property to Energy Trade Pty Limited ACN 165 688 568 in which the embedded network infrastructure is located for the purpose of installation and replacement and operation and maintenance of the Embedded Network Equipment and the supply of utilities for a three year term and a two year option term, at a nominal rental and authorise the Executive Committee (by any two members to execute) to enter into the sublease at the same time as the amended Embedded Network Services Agreement previously authorised.

**Carried**

Yes: 19 No: 0 Abs: 0 Inv: 1

1 invalid vote(s) - non-financial

## Embedded Network Services Agreement with Energy Locals

### Motion 6 Ordinary Resolution:

It was resolved that the Owners Corporation ratify the resolution put and passed at the 27 November 2023 AGM (Resolution 3) for the Executive Committee to execute the Embedded Network Services Agreement with Energy Locals (incorporating agreed changes following receipt of legal advice) in accordance with the updated agreement sent to owners on 28 May 2024 prior to the meeting, noting that the amount in Clause 12 on page 4 re Property Investment may be of a lower value once we receive return response from Origin Energy.

**Carried**

## SUBLET OF COMMON PROPERTY (Skycell)

### Motion 7 Special Resolution:

It was **resolved** that the Owners UP 4796 agree, pursuant to Section 20 (3) of the Unit Titles (Amendment) Act 2011 to sublet that part of the common property to Skycell Pty Limited ACN 165 080 688 in which the solar energy system is located for the purpose of installation and replacement and operation and maintenance of the Solar Energy System for a three year term and a two year option term, at a nominal rental and authorise the Executive Committee (by any two members to execute) to enter into the sublease at the same time as the Power Purchase Agreement previously authorised.

**Carried**

Yes: 19 No: 0 Abs: 0 Inv: 1

1 invalid vote(s) - non-financial

## INSURANCE CLAIMS (NEW OR OUTSTANDING)

### Item 8:

It is noted that there is still the ongoing insurance claim from the 15<sup>th</sup> of March regarding to flooding of a number of units in Provenance South due to broken bidet tap in one unit.

## CONTRACTS

### Item 9:

There were no maintenance contracts coming up for renewal to be disclosed and discussed.

## MAINTENANCE ISSUES (NEW OR OUTSTANDING)

### Item 10:

There were no new or outstanding maintenance issues to be discussed and disclosed at the meeting.

## GENERAL BUSINESS

### Item 11:

**Electrification of Units** – It was noted that owners were interested in the electrification of units within the complex and that there is an upcoming seminar on Thursday 30 May if anyone was interested.

**Insurance Premium** – It was noted that the revised policy has not been finalised as the secondary supplier is currently having a technical issue and unable to change the policy.

## MEETING CLOSURE

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There being no further business the meeting formally closed at **07:14 PM.**



**MINUTES OF THE EXECUTIVE COMMITTEE  
MEETING OF THE OWNERS OF UP 4796  
'THE MARK AND PROVENANCE'  
2 BATMAN STREET , BRADDON ACT**

**Venue:** Zoom –

**Date:** Wednesday 5 April 2023

**Time:** 5:30pm

**Attendees**

Shelley Cooper	Warwick Vance
Denise Yvanovich	Vana Tark
Tony Ruggeri	Jun Ma
Andrew Mackey	Bill Lyristakis

**DECLARATION OF QUORUM AND APOLOGIES**

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**MOTION 1**

The meeting resolved that a quorum for the meeting had been achieved.

**Apologies:** John Vild, Anne Cahill Lambert

**DECLARATION OF ANY CONFLICTS OF INTEREST**

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**MOTION 2**

Tony Ruggeri declared a conflict of interest in relation to the item under General Business re replacing a cooktop as it is his cooktop.

**ADOPTION OF MINUTES**

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**MOTION 3**

The minutes of the last meeting of the Executive Committee (EC) were adopted as a true and accurate account of the proceedings of that meeting.

**FINANCIALS**

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**MOTION 4**

The EC accepted the financial reports attached to the agenda.

## STRATA MANAGERS/COMMITTEE ACTION SHEET

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### MOTION 5

The EC discussed the action sheet and agreed to removal of action 115 re G18 fitout and possible defects.

## DEFECTS PROJECT AND GENERAL MEETING

---

### MOTION 6

The EC discussed and noted progress towards an agreement on a Phase 1 deed.

## OUT OF SESSION APPROVALS

---

### MOTION 7

The EC noted the below out-of-session approvals:

- . 3/3/23 – Fire extinguisher replacement in B3 – by office holders - \$165
- . 14/3/23 – Odor spray for bin/chute areas – by office holders - \$78
- . 16/3/23 – JWL and partial fitout (bathroom) level 1 – by officeholders

## CONTRACT LIST

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### MOTION 8

The EC noted that quotes are still coming re gardening and the next contract due for renewal is fire monitoring (June). The EC asked that VS commence action to obtain quotes for renewal of the fire monitoring contract.

## GENERAL BUSINESS

---

Stovetop replacement from accidental breakage – expenditure approved (\$2,200+install?) as insurance excess is more than the replacement cost.

EC agreed to look closely at what is covered by the OC insurance policy and excesses in view of current and future costs to the OC.

43 Currong St hot water – a number of outages were noted and it was agreed to obtain an update on work being done to remedy problems.

A range of issues were discussed re garbage including dumping of goods in the basement, rubbish near bin chutes, poor recycling etc as well as likely particular problems with long term and short term rentals. EC agreed the issue to be an agenda item for next meeting, including articulation of all the problems and ideas for rectifying them.

## NEXT MEETING

---

Tuesday 2 May 2023

Meeting Closed 7.10pm

**RE: GENERAL MEETING – UP 4796**  
**2 Batman Street, BRADDON, ACT, 2612**

Dear Owner,

We write on behalf of the Owners Corporation in relation to the General Meeting of UP 4796.

The meeting is to be held via video link on 'Teams' on 18 Nov 2024 at 05:30 PM. To gain access to the meeting via video you will require the access to the website and the Meeting ID and Meeting Passcode details are provided below.

Teams Website:- <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>  
Meeting ID:- 43713380668  
Meeting Passcode:- 5ZNiVx

Where applicable, the items included for discussion at the General Meeting and the documents supporting those items have been prepared by Vantage Strata in consultation with, and at the direction of the Executive Committee.

It is imperative that owners read and understand the items to be presented for discussion at the forthcoming General Meeting. Owners should bear in mind that matters of great significance may be considered at the meeting, which will have an impact on all owners going forward.

If applicable, supporting documents will be located on the online portal, BuildingLink. If you have misplaced your login details, please contact Vantage Strata.

Please note that only members who are financially current as at the time of the meeting are entitled to vote on any motion requiring an ordinary or special resolution. We recommend that all owners ensure that their contributions have been paid in full prior to the date of the meeting.

Should you have any questions regarding the Motions included in the agenda or any of the supporting documents, please contact the writer.

Yours faithfully,  
Tiarna Stekovic

Strata Manager  
Vantage Strata



**NOTICE OF THE GENERAL MEETING OF  
THE OWNERS UNITS PLAN NO. 4796  
THE MARK & PROVENCE FOUNDERS LANE, 2 Batman Street, BRADDON, ACT, 2612**

**Venue** : To be held via Video Link only.

**Date**: 18 Nov 2024

**Time**: 05:30 PM

**Quorum**:

Pursuant to Schedule 3.9 of the Unit Titles (Management) Act 2011, business may be considered only if there is a standard quorum present, made up of people entitled to vote. A quorum equates to not less than half of the total number of units in the Units Plan (represented either in person or by proxy).

If a standard quorum is not present within 30 minutes from the beginning of the meeting, a reduced quorum is made up by 2 or more people present at the meeting who are entitled to vote.

Decisions made under a reduced quorum take effect 28 days after the meeting, during which time those decisions can be overturned by way of a petition signed by a majority of members.

Owners who are unable to attend the meeting are encouraged to appoint a proxy or provide an absentee voting form (a proxy form and an absentee voting form is attached). The appointment of a proxy will count towards a standard quorum, so that those members in attendance are not required to wait 30 minutes to proceed as a reduced quorum.

Please note that only members who are financially current as at the time of the meeting are entitled to vote on any motion requiring an Ordinary or Special Resolution. We recommend that all owners ensure that their contributions have been paid in full prior to the date of the meeting.

## DISCLOSURE/DISCLAIMER STATEMENT

### RECORDING AND TRANSCRIPTION OF MEETINGS

**Vantage Strata disclose that**, when you participate in a meeting which contains this disclosure in the meeting notice, you will be participating in a meeting where listening devices may be in use. In accordance with the Listening Devices Act 1992, this includes video and/or audio recordings.

The audio recording, video recording and or transcribing recording will be utilised by Vantage Strata for the purposes of producing an accurate set of minutes.

The relevant audio, video or transcription will be retained until the minutes of the meeting are finalised. Whilst they remain on file, Vantage Strata will retain them in accordance with their **privacy policy**. Please refer to the privacy policy uploaded on the Vantage Strata website for information on how we store and use your personal information.

**During use of electronic platforms (such as - Zoom, Microsoft Teams and StrataVote Video Conferencing)**, some data will be disclosed to other participants and to meeting or webinar hosts. For instance, when you attend a meeting your name will appear in the attendee list, visible to all participants. If you use your video camera, your image and surrounding environment will be displayed to all participants. If you send a chat or share content this can be viewed by participants, unless the chat is sent privately.

### AGENDA

1. CHAIRPERSON, PROXIES AND APOLOGIES
2. ADOPTION OF MINUTES
3. INSURANCE CLAIMS (NEW OR OUTSTANDING)
4. MAINTENANCE ISSUES (NEW OR OUTSTANDING)
5. STRATA MANAGEMENT AGENCY AND BUILDING MANAGER AGREEMENT(S)
6. CONTRACTS
7. GENERAL BUSINESS

## 1. CHAIRPERSON, PROXIES AND APOLOGIES

---

### **Motion 1 :**

Confirmation of Chairperson. Acceptance of proxies and apologies.

## 2. ADOPTION OF MINUTES

---

### **Motion 2 Ordinary Resolution:**

*That the minutes of the previous General Meeting be confirmed.*

For administrative and record keeping purposes it is desirable to officially adopt the minutes of previous meetings. A copy of the minutes from the previous General Meeting are attached for ease of reference.

## 3. INSURANCE CLAIMS (NEW OR OUTSTANDING)

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### **Motion 3 :**

It is noted that any new or outstanding insurance claims will be disclosed at the meeting.

## 4. MAINTENANCE ISSUES (NEW OR OUTSTANDING)

---

### **Motion 4 :**

New or outstanding maintenance issues will be discussed and disclosed at the meeting.

## 5. STRATA MANAGEMENT AGENCY AND BUILDING MANAGER AGREEMENT(S)

---

### Motion 5 Ordinary Resolution:

Notes to the below Motion/s:

The current 3 year contract with Vantage Strata to provide these services ends on 18 December 2024. Under the Unit Titles Management Act 2011, these contracts are for a maximum of 3 years.

The Executive Committee has considered proposals by a number of agencies and shortlisted them.

Further information on these will be provided before the General Meeting.

Option B is provided in the event the OC is unable/does not wish to make a decision on Option A. As expressed, it would ensure that any future decisions re Strata Management contracts do not come into play close to the Christmas/New Year holiday period.

### Alternatives for STRATA MANAGEMENT AGENCY AND BUILDING MANAGER AGREEMENT(S)

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**(Option A)** *That the Owners Corporation consider a shortlist of Strata Management Agencies and authorise the Executive Committee to enter into a written management agreement with the preferred agency to provide Strata management and building management services for 3 years from 19 December 2024.*

**(Option B)** *That the Owners Corporation authorise the Executive Committee to enter into a written management agreement with Vantage Strata to provide Strata management and building management services for 10 months from 19 December 2024.*

## 6. CONTRACTS

---

### Motion 6 :

Any maintenance contracts coming up for renewal will be disclosed and discussed.

## 7. GENERAL BUSINESS

---

### Motion 7 :

Although general discussion is encouraged, owners are required to submit their general business **at least forty-eight (48) hours prior to the meeting** by completing the attached General Business Form. No other business will be attended to during the meeting other than that provided in "General Business Form" received by the Strata Manager.

**Dated: 28 Oct 2024**

**Vantage Strata Pty Ltd**

**Managing Agents for Strata Plan 4796**

# 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 4796**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 28 May 2024

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

**Regularly convened**

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

**Convened after  
adjournment**

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

**A3 Reduced quorum decisions**

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

Date of decision	Full text of reduced quorum decision
28 May 2024	See attached minutes

**A4 Owners corporation declaration**

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



.....

.....

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

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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**MINUTES OF THE GENERAL MEETING  
OF THE OWNERS OF UP 4796  
'THE MARK & PROVENANCE FOUNDERS LANE'  
2 Batman Street, BRADDON, ACT, 2612**

**Venue:** 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

**Date:** Tuesday, 28 May 2024

**Time:** 05:30 PM

**Present:**

V Krishnamurthy & V Venkatesh	(Lot 84) Owner present
M Chua	(Lot 125) Owner present
S Bridges & M Booth	(Lot 161) Owner present
P Tsai & S Wang	(Lot 168) Owner present
A Ruggeri & D Xirakis	(Lot 173) Owner present
R Enright & M Enright	(Lot 180) Owner present
The Whiting Family Co ATF	(Lot 181) Owner present
The Whiting Property Trust	
A Mackey	(Lot 185) Owner present
S Cooper	(Lot 194) Proxy present
D Yvanovich & G Yvanovich (non-financial)	(Lot 214) Owner present
S Cooper	(Lot 215) Owner present
S Doak & S Kopra	(Lot 218) Owner present
R Lambert & A Lambert	(Lot 236) Owner present
V Tark	(Lot 254) Owner present
N Do	(Lot 257) Owner present
S Cooper	(Lot 259) Proxy present
J Ma	(Lot 263) Owner present
W Vance & K Cambridge	(Lot 280) Owner present
Berkely Holdings Pty Ltd	(Lot 348) Owner present
Sim Fam 2 Pty Ltd	(Lot 351) Owner present

**Chairperson:** S Cooper

**Additional Attendees:** T Stekovic, Vantage Strata  
J Jackson Vantage Strata  
D Leskovec Vantage Strata  
N Christiansen Sparke Helmore Lawyers  
P Kumar Sparke Helmore Lawyers

**Apologies:** Nil

**Proxies:** Proxy Name: S Cooper (Lot 194) J Vild  
Proxy Name: S Cooper (Lot 259) K Haggstrom & B  
Haggstrom

**Absentee Votes:** Nil

**Quorum:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

**Secretarial Note:** *Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

## CHAIRPERSON, PROXIES AND APOLOGIES

### Item 1:

It was confirmed that the Chairperson was S Cooper, there were 2 proxies from J Vild and K Haggstrom and no apologies.

## ADOPTION OF MINUTES

### Motion 2 Ordinary Resolution:

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

**Carried**

## DEFECTS PROJECT - PHASE 1 DEED MANAGEMENT

### Motion 3 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the EC immediately to make and implement on behalf of the Owners decisions required to put into effect the terms of the Phase 1 Deed, including in relation to determining which (if any) defects remaining in dispute between the parties should be referred for expert determination.*

**Carried**

It was noted that owners would be advised in regard to key developments including in relation to disputed defects.

## DEFECTS PROJECT - DEED PROGRESS

### Motion 4 Ordinary Resolution:

*That the Owners Corporation approves the decision of the Executive Committee to instruct Sparke Helmore to provide an indicative response to Altair/Chase prior to this meeting.*

*The Chair proposed the following amendment to the Motion to add the words: " agreeing to their request for an extension to the timing of their response to the Owners Corporation's alleged defects to 28 June 2024".*

**Amendment Carried**

### Motion 4 amended

*The Owners Corporation **resolved** to approve the decision of the Executive Committee to instruct Sparke Helmore to provide an indicative response to Altair/Chase prior to this meeting agreeing to their request for an extension to the timing of their response to the Owners Corporation's alleged defects to 28 June 2024".*

**Carried**

## SUBLET OF COMMON PROPERTY (Energy Trade)

### Motion 5 Special Resolution:

It was **resolved** that the Owners UP 4796 agree, pursuant to Section 20 (3) of the Unit Titles (Amendment) Act 2011 to sublet that part of the common property to Energy Trade Pty Limited ACN 165 688 568 in which the embedded network infrastructure is located for the purpose of installation and replacement and operation and maintenance of the Embedded Network Equipment and the supply of utilities for a three year term and a two year option term, at a nominal rental and authorise the Executive Committee (by any two members to execute) to enter into the sublease at the same time as the amended Embedded Network Services Agreement previously authorised.

**Carried**

Yes: 19 No: 0 Abs: 0 Inv: 1

1 invalid vote(s) - non-financial

## Embedded Network Services Agreement with Energy Locals

### Motion 6 Ordinary Resolution:

It was resolved that the Owners Corporation ratify the resolution put and passed at the 27 November 2023 AGM (Resolution 3) for the Executive Committee to execute the Embedded Network Services Agreement with Energy Locals (incorporating agreed changes following receipt of legal advice) in accordance with the updated agreement sent to owners on 28 May 2024 prior to the meeting, noting that the amount in Clause 12 on page 4 re Property Investment may be of a lower value once we receive return response from Origin Energy.

**Carried**

## SUBLET OF COMMON PROPERTY (Skycell)

### Motion 7 Special Resolution:

It was **resolved** that the Owners UP 4796 agree, pursuant to Section 20 (3) of the Unit Titles (Amendment) Act 2011 to sublet that part of the common property to Skycell Pty Limited ACN 165 080 688 in which the solar energy system is located for the purpose of installation and replacement and operation and maintenance of the Solar Energy System for a three year term and a two year option term, at a nominal rental and authorise the Executive Committee (by any two members to execute) to enter into the sublease at the same time as the Power Purchase Agreement previously authorised.

**Carried**

Yes: 19 No: 0 Abs: 0 Inv: 1

1 invalid vote(s) - non-financial

## INSURANCE CLAIMS (NEW OR OUTSTANDING)

### Item 8:

It is noted that there is still the ongoing insurance claim from the 15<sup>th</sup> of March regarding to flooding of a number of units in Provenance South due to broken bidet tap in one unit.

## CONTRACTS

### Item 9:

There were no maintenance contracts coming up for renewal to be disclosed and discussed.

## MAINTENANCE ISSUES (NEW OR OUTSTANDING)

### Item 10:

There were no new or outstanding maintenance issues to be discussed and disclosed at the meeting.

## GENERAL BUSINESS

### Item 11:

**Electrification of Units** – It was noted that owners were interested in the electrification of units within the complex and that there is an upcoming seminar on Thursday 30 May if anyone was interested.

**Insurance Premium** – It was noted that the revised policy has not been finalised as the secondary supplier is currently having a technical issue and unable to change the policy.

## MEETING CLOSURE

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There being no further business the meeting formally closed at **07:14 PM.**

# Vantage Strata Pty Ltd

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

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

Printed: 28/10/2024 09:27 am User: Elliot Reinicke

Page 1

## Insurance Register Created Date From 01/01/2023 To 31/12/2024 For All Managers

U/Plan	Building	Claim #	Status	Summary	Date of Loss	Submitted Date	Completed Date	Claim Value	Insurer	Policy #	Broker	Manager	Work Order Job #'s
4796	The Mark & Provenance Founders Lane		New	UP4796 - The Provenance - Flooring water damage	04/01/2023	05/01/2023		\$0.00	Strata Unit Underwriters	06S8039816	Honan	Tiarna Stekovic	
4796	The Mark & Provenance Founders Lane		New	Water Ingress into 326 and common property	01/03/2023	09/06/2023		\$0.00	Strata Unit Underwriters	06S3842679		Tiarna Stekovic	
4796	The Mark & Provenance Founders Lane		New	Water leak affecting multiple units	15/03/2024	19/03/2024		\$0.00	Strata Unit Underwriters	06S3842679		Tiarna Stekovic	

## NOTICE OF THE GENERAL MEETING FOR THE OWNERS OF UP 4796

### Voting

#### Information On the Completion of Proxy and Absentee Voting Forms

It is preferable for owners who are unable to attend the meeting to provide either a proxy form or an absentee voting form and provide this to Vantage Strata prior to the meeting. The following information is provided for you to consider prior to completing either of these forms.

Owners who are part-owners of a unit and will be attending the General Meeting and voting, are to ensure that they have been appointed as the part owners' representative for the unit and hold a proxy form appointing them as proxy, signed by the other part-owners of the unit.

#### Limit On Number of Proxy Forms

In terms of the Unit Titles Management Act (UTMA), the following limits apply to persons other than the Chairperson, in terms of the number of proxies or proxy forms a person who is entitled to vote may hold.

- a) If the units plan consists of more than 20 units, then a number equivalent to a maximum of 5% of the total number of units in the units plan e.g. if the units plan consists of 100 units, then the maximum number of proxy votes that one owner can hold is 5.
- b) Should the units plan consist of 20 units or less, then the maximum number of proxy votes that a person entitled to vote can hold is 1.
- c) If a person holds more proxy votes than they can exercise as outlined in points a) and b) above, the chairperson must exercise the excess proxy votes.

#### Should You Be Unable to Attend the Meeting and Need to Complete A Proxy Form

- a) It is recommended that your proxy form be made out to a person who can attend the meeting on your behalf. A person with whom you have discussed your voting preferences and who you can trust to vote as you have requested.
- b) Should you not have a person to attend on your behalf, your proxy could be made out generally in favour of 'The Chairperson'. The person (normally an Executive Committee member) who fulfils the role of chairperson at the meeting, will then hold your proxy and essentially vote on your behalf.

#### Should You Be Unable to Attend the Meeting and Need To Complete An Absentee Voting Form

Should you be unable to attend and at the same time do not have anyone to attend the meeting on your behalf, we would encourage you to complete the absentee voting form and return this to our offices prior to the meeting.

## Unit Titles (Management) Act 2011 – Form 2 AF2021-

(See Schedule 3.7)

### APPOINTMENT OF A PROXY

#### Part A Authorisation for proxy to vote on owner's behalf

**A1** Date \_\_\_\_\_

I/We \_\_\_\_\_

- the owner/s of unit in Units Plan No **4796**

appoint \_\_\_\_\_

of \_\_\_\_\_

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint \_\_\_\_\_

of \_\_\_\_\_

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if \_\_\_\_\_

already holds the maximum number of proxies that may be accepted.

*Note: The person appointed as a proxy must not be the manager or a service contractor.*

*Note: You may wish to provide instructions to your proxy regarding voting preferences. You may also wish to discuss your preferences with your proxy should a motion be raised from the floor or amended at the meeting.*

- A2** Period or number of meetings for which appointment of proxy has effect for [tick or tick and complete whichever applies].

- 1 meeting
- \_\_\_\_\_ meetings
- 1 month
- \_\_\_\_\_ months
- 12 months

- A3** I understand that, if the proxy already holds more than the permitted number of proxies, the chairperson will exercise the proxy vote on my/our behalf.

Signature of owner/s

## Part B Notes on appointment of proxies

- B1** This form must accompany a notice of a general meeting given to a person entitled to vote on any motion.
- B2** A person entitled to vote at a general meeting of an owners corporation must not –
- (a) appoint a proxy for more than 1 year after the day the appointment is made; or
  - (b) appoint a person as a proxy if the person is –
    - (i) the manager; or
    - (ii) a service contractor.
- B3** A person, other than the chairperson, must not exercise more than the following number of proxy votes in a vote on a matter at a general meeting:
- (a) if there are more than 20 units in the units plan – a number that is not more than 5% of the total number of units;
  - (b) in any other case – 1.
- B4** If a person holds more proxy votes than they can exercise, the chairperson must exercise the excess proxy votes.

## Part C Notes on limits on developers to exercise proxy votes

- C1** A developer of a units plan who is appointed as the proxy under a contract for the sale of a unit in the units plan must not exercise 3 or more proxy votes in a vote on a matter at a general meeting of the owners corporation for the units plan unless –
- (a) each contract for the sale of a unit in the units plan contains a proxy disclosure statement; and
  - (b) the use of each proxy vote is consistent with the statement; and
  - (c) the matter being voted on relates to development rather than the ordinary operation of the owners corporation.
- A **proxy disclosure statement** includes the following:
- (a) if a person is appointed as a proxy – the name of the person;
  - (b) if the proxy is appointed by naming the occupant of a position – the name of the position;
  - (c) the length of time of the appointment;
  - (d) a sufficient description of the development matter for the buyer of a unit to easily identify the matter.
- C2** The developer of the units plan is not entitled to vote, or exercise a proxy vote, on a motion that relates to defective building work unless –
- (a) the members of the owners corporation, other than the developer, pass a special resolution allowing the developer to vote; or
  - (b) the ACT Civil and Administrative Tribunal (ACAT) makes a declaration that the developer may vote on the motion.

## ABSENTEE VOTING FORM

Absentee Votes: For those owners who are unable to attend (but entitled to vote) and wish to submit an absentee vote please complete as follows:

*An absentee vote will not count toward a quorum at the meeting.*

I/We the owner/s of Unit in Units Plan No. **4796**, hereby cast an absentee vote on the following motions at the General Meeting of Units Plan No. **4796**, on **18 Nov 2024** and any adjournment thereof.

### Agenda

1. CHAIRPERSON, PROXIES AND APOLOGIES
2. ADOPTION OF MINUTES
3. INSURANCE CLAIMS (NEW OR OUTSTANDING)
4. MAINTENANCE ISSUES (NEW OR OUTSTANDING)
5. STRATA MANAGEMENT AGENCY AND BUILDING MANAGER AGREEMENT(S)
6. CONTRACTS
7. GENERAL BUSINESS

*(Kindly review applicable motions in the agenda and circle below as appropriate)*

Motion 1: Yes / No / Abstain

Motion 2: Yes / No / Abstain

Motion 3: Yes / No / Abstain

Motion 4: Yes / No / Abstain

Motion 5: Yes / No / Abstain

Motion 6: Yes / No / Abstain

Motion 7: Yes / No / Abstain

Motion 8: Yes / No / Abstain

Motion 9: Yes / No / Abstain

Motion 10: Yes / No / Abstain

Motion 11: Yes / No / Abstain

Motion 12: Yes / No / Abstain

Motion 13: Yes / No / Abstain

Motion 14: Yes / No / Abstain

Motion 15: Yes / No / Abstain

Motion 16: Yes / No / Abstain

Motion 17: Yes / No / Abstain

Motion 18: Yes / No / Abstain

Motion 19: Yes / No / Abstain

Motion 20: Yes / No / Abstain

Name/s of owner/s: \_\_\_\_\_

Signature/s: \_\_\_\_\_

Date: \_\_\_\_\_

- If the unit is owned by more than one owner: all the members/owners must sign.

- If the unit is owned by a company: two directors to sign or a director and secretary to sign or if a Pty company with a sole director, the sole director to sign.

Kindly return the signed proxy/absentee form 48 hours prior to the meeting, to the following email address - [info@vantagestrata.com.au](mailto:info@vantagestrata.com.au)

## GENERAL BUSINESS FORM GENERAL MEETING

### Units Plan No 4796

\*I/We ..... (**mandatory field**) owner of unit(s) ..... (**mandatory field**), hereby request that the following matter(s) be tabled and discussed under General Business during the Annual General Meeting.

General Business items and/or motions for discussion and consideration:

### NOTES:

- 1) Kindly return the completed form to Strata Manager at least 48 hours prior to the meeting.
- 2) No other business will be discussed during the AGM other than provided in a 'General Business Form' received by the Strata Manager.
- 3) Please attach supporting documents (i.e. plan and/or photograph) if applicable.
- 4) Incomplete forms may not be considered.

.....  
Signature(s) of Owner(s)



**MINUTES OF THE EXECUTIVE COMMITTEE  
MEETING OF THE OWNERS OF UP 4796  
'THE MARK AND PROVENANCE'  
2 BATMAN STREET , BRADDON ACT**

**Venue:** Teams

**Date:** Wednesday, 31 January 2024

**Time:** 5.30pm

**Attendees:** Shelley Cooper                      Tony Ruggeri                      Warwick Vance  
Bill Lyrstakis                                      Jun Ma                                      Andrew Mackey  
Denisse Yvanovich

**Apologies:** Anne Cahill Lambert (advised at the meeting)  
Vana Tark (advised at the meeting)  
John Vild

**DECLARATION OF QUORUM AND APOLOGIES**

**MOTION 1**

The meeting resolved that a quorum for the meeting had been achieved and noted apologies from members.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

**MOTION 2**

No declaration of conflicts of interest were noted by EC members.

**ADOPTION OF MINUTES**

**MOTION 3**

The meeting resolved that the minutes of the last meeting of the Executive Committee held on 5 December 2023 be adopted as a true and accurate account of the proceedings of that meeting.

**FINANCIALS**

**MOTION 4**

The meeting resolved to accept the financial reports.

**TERM DEPOSIT**

**MOTION 5**

The EC confirmed its agreed position from August 2023 EC meeting to reinvest the 6 months Term Deposit (ie principal of \$200,000 plus interest) with Macquarie Bank for a further 12 months from 6 Feb 2024, based on an assessment that these funds (from the sinking fund) would not be required this year and the rates for Macquarie Bank were comparable to other banks.

## ENERGY AGREEMENTS

### MOTION 6

The EC reviewed the advice provided by Proctor Legal (PL) in relation to the EnergyLocals agreement and the Skycell agreement and agreed to engage them in line with their cost estimate of 19 Jan 2024 to negotiate with OC Energy (Origin) re the property investment amount and Energy Locals re some amendments as well as drafting an appropriate special privilege rule for both EL and Skycell agreements.

#### *Notes:*

The advice and Cost estimate were sent to EC on 19 Jan 2024. At the last General Meeting, the OC agreed to implement these agreements subject to legal advice that "the agreement reflects the proposal and does not contain anything unreasonable for the OC". The work proposed directly addresses these matters.

## DEFECTS PROJECT

### MOTION 7

The EC reviewed the key upcoming timelines in the defects Phase 1 Deed and noted the cost estimate provided by Sparke Helmore in relation to providing legal support for the implementation of the Phase 1 deed. Noting that the deed as settlement of the claim, concerns common property, the EC agreed to consider what issues in the Tyrells and Acoustic Dynamic reports re individual units are likely to be identified as common property.

#### *Notes:*

There is a motion in relation to defects legal costs in the Proposed Budget for the AGM. This does NOT include any costs that may be incurred by a Determining Expert under the Phase 1 Deed processes to reach final agreement on what defects will be remediated and how.

## ACTION ITEMS

**MOTION 8:** Due to time constraints, the EC did not discuss the action item comprehensively. The Chair noted that a further audit had been completed of all items, including coverings, on top of storage cages to support enforcement of Rule 15 (which disallows items on top of cages to ensure sprinklers can be effective in the event of fire).

## OUT OF SESSION APPROVALS

**MOTION 9** The EC note the following out of session approvals

Tree rectification - \$1700 – 24/1/24 (by officeholders)

## GENERAL BUSINESS

None

Meeting ended at 7.30pm

## NEXT MEETING

TBA



**MINUTES OF THE EXECUTIVE COMMITTEE  
MEETING OF THE OWNERS OF UP 4796  
'THE MARK AND PROVENANCE'  
2 BATMAN STREET , BRADDON ACT**

**Venue:** Teams

**Date:** Monday, 26<sup>th</sup> February 2024

**Time:** 5.30pm

**Attendees:** Shelley Cooper      Tony Ruggeri      Warwick Vance  
Bill Lyrstakis      Jun Ma      Andrew Mackey  
Robert Enright      Parth Shah

**Apologies:** none

The Executive Committee (EC) noted that this meeting was being held during the reduced quorum period to ensure important decisions could be made in the interests of the Owners Corporation. The previous Chair (Shelley) commenced chairing the meeting.

**DECLARATION OF QUORUM AND APOLOGIES**

**MOTION 1**

The meeting resolved that a quorum for the meeting had been achieved.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

**MOTION 2**

No declaration of conflicts of interest were noted by EC members.

**ADOPTION OF MINUTES**

**MOTION 3**

The meeting resolved that the minutes of the last meeting of the Executive Committee held on 31 January 2024 be adopted as a true and accurate account of the proceedings of that meeting.

**OFFICE HOLDER POSITIONS**

**MOTION 4**

Following encouraging calls for nominations, the EC elected the following officeholders unanimously:  
Chair - Shelley Cooper  
Secretary – Tony Ruggeri  
Treasurer - Warwick Vance

## **EC DELEGATION**

### **MOTION 5**

The EC agreed to delegate approval of expenditure to the officeholders up to \$2,000 per item.

## **OPERATION OF THE EC**

### **MOTION 6**

The EC agreed to conduct business out of session as needed via email including voting in relation to matters on behalf of the owners corporation.

## **DEFECTS PROJECT – IMPLEMENTATION OF PHASE 1 DEED**

### **MOTION 7**

The EC discussed the further request for a further extension to the time from Altair/Chase to respond to our alleged defects until 17 May.

Noting that:

- . the EC is in the reduced quorum period under UTMA following our AGM on 7 February;
  - . the AGM agreed to an extension for the other sides' response for 2.5 weeks to 29 February; and
  - . a General Meeting to discuss this further extension request has been scheduled for 12 March 2024,
- the EC agreed that it would recommend to the owners that they agree to the extension request, and that that position could be conveyed to the other side noting that it is of course subject to an owners' decision at the next general meeting.

## **GENERAL BUSINESS**

It was agreed that the following matters would be decided by email voting when the reduced quorum period was completed (7 March):

- . approval of contractor to undertake the grease trap work agreed at the AGM
- . approval of 2 elements of an application by Lot 197, including for a pet door and installation of a CCTV camera, the latter subject to confirmation that there would be no invasion of other Lot owners' privacy.

The following items were noted as requiring a decision at the next meeting (unless acted on before then):

- . an application for an awning for Lot 174 in a similar position and next door to Lot 173 (although probably visible from outside the complex unlike 173). Lot 173 had an awning approved for specific reasons in 2020 – reasons to be provided at the next meeting)
- . list of potential interest groups for owners to support the EC to be agreed and sent to all owners.
- . a number of outstanding items from the EC's action list including:
  - Storage on top of cages (OC Rule 15) – refer Committee action sheet 138
  - Alterations/erections application – storage cage extensions – refer Committee action sheet 121
  - EV charging - Committee action sheet 150
  - Stair edging - Committee action sheet 103.

## **NEXT MEETING**

Tuesday, 2 April (first Tuesday of the month)

The meeting closed at 6.45pm



**MINUTES OF THE EXECUTIVE COMMITTEE  
MEETING OF THE OWNERS OF UP 4796 'THE  
MARK AND PROVENANCE'  
2 BATMAN STREET, BRADDON ACT**

**Venue:** Teams

**Date:** Monday, 27<sup>th</sup> May 2024

**Time:** 5.30pm

**Attendees:** Shelley Cooper                      Warwick Vance  
Tony Ruggeri                                      Jun Ma  
Andrew Mackey                                  Robert Enright

**Apologies:** Parth Shah

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**DECLARATION OF QUORUM AND APOLOGIES**

**MOTION 1**

The meeting resolved that a quorum for the meeting has been achieved and noted an apology from Parth Shah.

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**DECLARATION OF ANY CONFLICTS OF INTEREST**

**MOTION 2**

There were no declarations of conflicts of interest.

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**ADOPTION OF MINUTES**

**MOTION 3**

The minutes of the last meeting of the Executive Committee (EC) held on 7<sup>th</sup> May 2024 were adopted as a true and accurate account of the proceedings of that meeting.

## DEFECTS PROJECT – Phase 1 Deed Implementation

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### MOTION 4

That the EC discuss management of Phase 1 Deed in view of the General Meeting on 28 May and request for extension from the other side.

Note – Nick from SH was at the meeting to provide advice and answer questions. The EC noted that Nick will also be at the GM on 28 May.

## ACTIONS ARISING Quotes and out of session decisions

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### MOTION 5

The EC notes that the Steamatic quote for work on 23 Dec 2023 for \$4,345 ex GST is to be revised before being approved by the EC.

That the EC note the following decisions made out of session and approve the EC decisions

- Defects – approve the extension request from Chase/Altair (EC).
- Approve the redaction of the Default Lists and the Acoustics Report (EC)
- 360 degree Fire – approve refueling of tank for fire pump \$126.50 ex GST (Officeholders)

## UPDATES

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### MOTION 6

That the EC discussed updates re insurance (Prov Sth claim & insurance coverage), energy (transition to Energy Locals), storage cages, ACAT insurance claim and unapproved balcony/gate alterations.

## NEXT MEETING

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TBA



**MINUTES OF THE EXECUTIVE COMMITTEE  
MEETING OF THE OWNERS OF UP 4796 'THE  
MARK AND PROVENANCE'  
2 BATMAN STREET, BRADDON ACT**

**Venue:** Teams

**Date:** Tuesday, 2 April 2024

**Time:** 5.30pm

**Attendees:** Shelley Cooper  
Tony Ruggeri  
Andrew Mackey  
Tiarna Stekovic – Vantage Strata  
Jacinta Jackson – Vantage Strata  
Warwick Vance  
Jun Ma  
Robert Enright

**Apologies:** Parth Shah

**DECLARATION OF QUORUM AND APOLOGIES**

**MOTION 1**

The meeting resolved that a quorum for the meeting has been achieved and noted an apology from Parth Shah.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

**MOTION 2**

There were no declarations of conflicts of interest.

**ADOPTION OF MINUTES**

**MOTION 3**

The minutes of the last meeting of the Executive Committee (EC) held on 26 February 2024 were adopted as a true and accurate account of the proceedings of that meeting. The EC confirmed the decisions made during the reduced quorum EC meeting on 26 Feb. 2024, specifically :

- Office holder positions
- EC Delegation to Office Holders
- Operation of the EC

**FINANCIALS**

**MOTION 4**

The EC accepted the financial reports as attached to the agenda.

## **BUILDING MANAGER (BM) REPORT**

### **MOTION 5**

The EC discussed the latest BM report, in particular the Building Manager's request for CCTV and a Motion-sensor light to discourage use of the fire stair exit for Provenance South as a toilet. The EC resolved to support further discussion with the BM re a motion-sensor light and other possibilities such as fake CCTV to see if they may improve the situation. CCTV was not supported as it is likely that it will be probably only be picking up non-residents with little opportunity for follow-up.

## **DEFECTS PROJECT**

### **MOTION 6**

The EC noted that as of 27 March, 41 of the 49 units inspected under the Tyrell's report had scheduled an inspection by TCA on behalf of Chase/JWLand.

## **INSURANCE**

### **MOTION 7**

The EC noted the insurance proposal from Honan and the briefing paper prepared by the Treasurer, for a proposed annual policy renewal to come into effect on 20 March subject to a 21 day cooling off period at a cost of \$213,494 premium plus underwriters levy (\$4,000) broker fee (\$450) and GST. The EC noted this was a substantial increase of 35% from 2023 (\$155,503 plus underwriter's levy (\$5,500), broker fee (\$450) and GST. VS's commission for this will be \$28,046.80

It was resolved to remove coverage of floating floors in units from the policy on the following basis:

- home contents insurance can, and in most cases, will already cover many units for floating floors (as they do for carpets)
- there is a \$20,000 excess on flood events, most of which impacts on the floating floors
- on average there are 1 or 2 water events per year impacting on floating floors leading to a cost of \$20,000-\$40,000 each year in payment of insurance excesses by the OC
- there will be a saving of around \$7,000 in the premium and non-payment of excesses as above.

## **FLOODING INCIDENT IN PROVENANCE NORTH**

### **MOTION 8**

The EC noted a flooding incident on Friday 15 March in Provenance South from Lot 257 impacting on Lots 258, 235 and 213 and common property (hallway). The EC resolved to:

- claim on insurance due to the extent of damage, and
- to seek reimbursement from Lot 257 for the cost of the insurance excess incurred on the basis that there was negligence on the part of the Lot Owner.

## **ACAT HEARING 5 APRIL**

### **MOTION 9**

The EC discussed the ACAT hearing on Friday and resolved to make an insurance claim to cover the legal costs, noting that there is a \$5,000 excess on such a claim.

## **QUOTES FOR CONSIDERATION**

### **MOTION 10**

The EC resolved the following most urgent quotes:

- Lift Maintenance - TK Lifts (cheapest of the 3 quotes) for 3 years - \$31,592+gst year 1, \$32,855.68+gst year 2, \$34,169+gst year 3
- Failed emergency lighting (payable from the Sinking Fund), 1 quote, 360 Fire (the OC's fire management preventative manager) - \$4,500 +gst?
- Carpark Clean – Kota Group (cheapest of 2 quotes and carpark cleaning specialists) - \$5,500+gst

- Grease Traps (Payable by the commercials as per AGM motion) - Southern Sullage (cheapest of 2 quotes) - \$6,750+gst.
- Replacement of Fire Extinguishers (payable from Sinking Fund) - 360 Fire (the OC's fire management preventative manager and familiar with our complex, marginally more expensive of 2 quotes) - \$13,225 +gst.

## ENERGY

### MOTION 11

The EC noted good progress in negotiations between Energy Locals and OC lawyers to settle the agreement, including access arrangements.

## ALTERATIONS AND ERECTIONS

### MOTION 11

The EC resolved the following re alterations/erections application:

- Lot 259 storage cages – refuse the application for the 2<sup>nd</sup> storage cage extension on the same basis as the first (the carpark is no longer the required size of a carpark and the van parked there now intrudes onto the common property) and commence action seeking the reversal of the extensions.
- Lot 174 – approved installation of CCTV camera inside the Lot Owners property to focus only on activity within their lot, and refused the extra screen on gate on aesthetic grounds and consistency with previous decisions on similar matters (noting the gate already has approved screening on it) as per the guidelines.

## EV SURVEY

### MOTION 12

The EC resolved that the proposed EV Survey of owners (as agreed in late 2023) be subject to final review by this EC at the next EC Meeting.

## OUT OF SESSION APPROVALS

### MOTION 13

The EC noted and confirmed the following out of session approvals and quotes:

- Lot 197 application for a Pet door (12/3/24) (EC)
- CCTV – 1 camera replacement - \$600 (OHRs)
- Lot 174 application for Awning (20/3/24) (EC) - on the basis that it is largely consistent with situation of Lot 175 (an unusual situation not applicable to any other unit in the complex) which had an awning approved.
- Engagement of Proctor Legal to urgently undertake legal action to defend a claim against the Executive Committee in ACAT (27/3/24) (EC)

## GENERAL BUSINESS

The following business was noted as being required to be done at the next meeting:

- Finalise/continue audit of goods on top of storage cages and resultant communication with Lot owners in breach of rules re this.
- Tree management plan (for American Elm in Provenance courtyard) still to come.
- Other quotes – carpet clean, handrails near 2 Batman Street entrance and stair edging on the corner of Cooyong St & Ainslie Ave
- Founders Lane traffic management, including speeding/drive-through issues

## NEXT MEETING

Tuesday, 7 May (first Tuesday of the month)

The meeting closed at 7.23pm



**NOTICE OF THE EXECUTIVE COMMITTEE MEETING  
OF THE OWNERS OF UP 4796  
'THE MARK AND PROVENANCE'  
2 BATMAN STREET , BRADDON ACT**

**Venue:** Zoom –

**Date:** Tuesday 2 July 2024

**Time:** 5:30pm

**DECLARATION OF QUORUM AND APOLOGIES**

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**MOTION 1**

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from members.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

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**MOTION 2**

That the meeting notes any committee member's declaration of conflicts of interest.

**ADOPTION OF MINUTES**

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**MOTION 3**

That the minutes of the last meeting of the Executive Committee held on 27 May 2024 be adopted as a true and accurate account of the proceedings of that meeting.

**FINANCIALS**

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**MOTION 4**

That the Executive Committee accept the financial reports as attached.

**ACTION LIST**

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**MOTION 5**

That the Executive Committee discuss the current action item list.

## **BM REPORT**

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### **MOTION 6**

The EC discuss the attached BM report and consider implementation of Speed Limit of 15 kph in Basement

## **DEFECTS PROJECT**

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### **MOTION 7**

EC to discuss progress

## **INSURANCE**

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### **MOTION 8**

The EC discussed the progress of revising the Insurance to remove coverage of floating floors.

## **SINKING FUND PLAN**

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### **MOTION 9**

That the EC note the updated Sinking Fund Plan to commence from 1 January 2025 and recommend that it be adopted by the OC at the next General Meeting

## **TREE MAINTENANCE PLAN**

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### **MOTION 10**

The EC discussed the Tree Maintenance Plan for the protected tree in the Provenance Courtyard ( the American Elm) and noted the urgency to have work done on the tree before the end of winter

## **QUOTES FOR CONSIDERATION**

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### **MOTION 11**

That the EC discuss the following quotes:

- Replacement of Tiles in Lifts for The Mark at 45 Ainslie Avenue and 2 Batman Street.
- Quote by Sky Access to Install additional anchor points

## **ENERGY**

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### **MOTION 12**

The EC discuss progress in relation to the move from Origin Energy to Energy Local

## **ALTERATIONS AND ADDITIONS**

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### **MOTION 13**

The EC consider the following applications:

- Lot 352 (JWLand) Fit out application.

## **EV SURVEY**

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## **MOTION 14**

The EC discuss:

- whether to proceed with the shortened EV Survey and
- the request from Unit 231 to charge a motorcycle using OC power on Basement Level -2

## **FOUNDERS LANE TRAFFIC**

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## **MOTION 15**

The EC discuss whether to obtain a quote for speed humps in the laneway to slow/discourage through traffic.

## **OUT OF SESSION APPROVALS**

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## **MOTION 16**

The EC note and confirm the following out of session approvals:

- Approval of Pet Door for Lot 174
- Approval to replace broken tiles out the front of The Mark \$250 (Office Holders)

## **GENERAL BUSINESS**

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## **NEXT MEETING**

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6 August 2024



## NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796

‘THE MARK AND PROVENANCE’

2 BATMAN STREET, BRADDON ACT

**Venue:** Teams  
**Date:** Tuesday 6<sup>th</sup> August 2024  
**Time:** 5:30pm

### DECLARATION OF QUORUM AND APOLOGIES

#### MOTION 1

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from members.

### DECLARATION OF ANY CONFLICTS OF INTEREST

#### MOTION 2

That the meeting notes any committee member’s declaration of conflicts of interest.

### ADOPTION OF MINUTES

#### MOTION 3

That the minutes of the last meeting of the Executive Committee (EC) held on 2 July 2024 be adopted as a true and accurate account of the proceedings of that meeting.

### FINANCIALS

#### MOTION 4 a)

That the EC accept the financial reports as attached.

#### MOTION 4 b)

That the EC notes that a term deposit of \$200,000 matures on 9 August and agrees to roll it over for another 12 months at a rate expected to be 4.5% to 5%. (Please refer to attached email to agenda)

#### **MOTION 4 c)**

That the EC note a Schedule B charge by Vantage Strata for cleanup of dumped rubbish and that this would be recouped from the relevant lot owner.

#### **ACTION LIST**

##### **MOTION 5**

That the EC discuss the current action item list.

#### **DEFECTS PROJECT**

##### **MOTION 6**

That the EC discuss progress

#### **QUOTES FOR APPROVAL**

##### **MOTION 7**

That the EC approves a quote of \$4700 + GST (attached) for the stair edging on Cooyong Street.

#### **FLOODING EVENT IN THE MARK**

##### **MOTION 8**

That the EC consider the options for pursuing recompense from owner for costs (see email attached).

#### **STORAGE CAGES**

##### **MOTION 9**

That the EC consider options for enforcing removal of covering over storage cages (refer email attached)

#### **ALTERATIONS AND ERECTIONS**

##### **MOTION 10**

That the EC note actions being taken re Lot gate covering G16 and Lot 321 Re bamboo fencing attached or near (?) their balustrades.

#### **ENERGY TRANSFER TO ENERGY LOCALS**

##### **MOTION 11**

That the EC discuss the transfer and any potential issues.

## **BM REPORT**

### **MOTION 12**

That the EC discusses the attached BM report.

## **OUT OF SESSION APPROVALS**

### **MOTION 13**

That the EC note and confirm the following out of session approvals (by Officeholders unless indicated otherwise):

- (8 July) High Pressure Washer \$439 + GST
- (15 July) O'Neill and Brown – replace Backflow device and failed valves \$1,028.28 + GST
- (15 July) O'Neill and Brown – plumbing asset maintenance \$612.20 + GST
- (23 July) Quote from Focus Facilities for Elm Tree Management Plan \$1,275 incl GST
- (16 July) Steamatic – Flooding incident remediation \$6,725.15 *EC approved.*

## **STRATA MANAGEMENT AGREEMENT**

### **MOTION 15**

That the EC agree on our approach to future strata contract management (noting the current contract with VS ends mid- December 2024).

Note: A paper and motion relevant to renewal of the Strata Management Contract will be sent separately to EC members

## **GENERAL BUSINESS**

### **NEXT MEETING**

3 September 2024



## NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796

‘THE MARK AND PROVENANCE’

2 BATMAN STREET, BRADDON ACT

**Venue:** Teams  
**Date:** Tuesday 2<sup>nd</sup> October 2024  
**Time:** 5:30pm

### DECLARATION OF QUORUM AND APOLOGIES

#### MOTION 1

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from ~~members~~

### DECLARATION OF ANY CONFLICTS OF INTEREST

#### MOTION 2

That the meeting notes any committee member’s declaration of conflicts of interest.

### ADOPTION OF MINUTES

#### MOTION 3

That the minutes of the last meeting of the Executive Committee (EC) held on 13<sup>th</sup> August 2024 be adopted as a true and ~~and~~ accurate account of the proceedings of that meeting.

### FINANCIALS

#### MOTION 4

That the EC accepts the financial reports as attached.

### ACTION LIST

#### MOTION 5

That the EC discuss the current action item list.

## **DEFECTS PROJECT**

### **MOTION 6**

That the EC discuss progress and approve a revised cost estimate for work associated with receipt of other side's reports and referring matters to a Determining Expert (as per the Phase 1 Deed).

## **ENERGY TRANSFER TO ENERGY LOCALS**

### **MOTION 7**

That the EC discuss remaining issues re hot water and approve a cost estimate from Proctor Legal to finalise work on the move to Energy Locals and get an agreement signed with Skycell re the solar system.

That the EC note and approve the updated costs estimate (provide end July) from Proctor Legal in relation to:

- continuing to act on behalf of The Owners – UP 4796 in negotiating an outcome with OC Energy in relation to reducing the requested infrastructure sum to nil, or a lesser amount. (\$5,000.00 plus GST plus disbursements;) and
- preparation and issue of common area sublease to Skycell based on OC Energy sublease agreement. (\$2,500.00 - \$3,500.00 plus GST plus disbursements;)

## **ALTERATIONS AND ERECTIONS**

### **MOTION 8**

That the EC consider action required re Lot 210 gate covering and Lot 321 re bamboo fencing attached or leaning on their balustrades.

## **OUT OF SESSION APPROVALS**

### **MOTION 9**

That the EC note and confirm the following out of session approvals (by Officeholders unless indicated otherwise):

20 Aug Quote of \$5,000 to redact 2 of the other side's defect reports (EC)

11 Sept Signage for G07 (commercial) in the Mark (EC)

16 Sept Expenditure of \$1,680 for Fairy to change all chute bins on Sunday mornings for 21 weeks from 22 September to 10 February (after/near AGM). EC

## **SUBGROUP TO CONSIDER EV AND TRANSITIONING OUT OF GAS HOT WATER**

### **MOTION 10**

That the EC consider setting a subgroup of interested OC members, including 1 EC member to consider these issues.

## **BM REPORT**

### **MOTION 11**

That the EC discusses the attached BM report.

## **STRATA MANAGEMENT AND BUILDING MANAGEMENT AGREEMENT**

### **MOTION 12**

The EC considered the Strata and Building Management Contract Renewal" (Papers to be forwarded separately to EC Members).

## **GENERAL BUSINESS**

### **NEXT MEETING**

5<sup>TH</sup> November 2024



**NOTICE OF THE EXECUTIVE COMMITTEE MEETING  
OF THE OWNERS OF UP 4796  
'THE MARK AND PROVENANCE'  
2 BATMAN STREET , BRADDON ACT**

**Venue:** Teams  
**Date:** Tuesday 3<sup>rd</sup> September 2024  
**Time:** 5:30pm

**DECLARATION OF QUORUM AND APOLOGIES**

**MOTION 1**

That the meeting resolves that a quorum for the meeting had been achieved and notes any apologies from members.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

**MOTION 2**

The meeting resolves that the meeting notes any committee member's declaration of conflicts of interest.

**ADOPTION OF MINUTES**

**MOTION 3**

That the meeting resolves the minutes of the last meeting of the Executive Committee held on 13th August 2024 be adopted as a true and accurate account of the proceedings of that meeting.

**FINANCIALS**

**MOTION 4**

The meeting resolves that the Executive Committee review and accept the financial reports.

**ACTION LIST**

**MOTION 5**

The EC Discuss progress.

**ELECTRICITY AND HOT WATER DEEDS AND SOLAR SYSTEM**

**MOTION 6**

That the EC discuss the progress with Origin to EL

## **DEFECTS PROJECT AND GENERAL MEETING**

### **MOTION 7**

That the EC discuss the defects project

## **FLOODING EVENT IN THE MARK**

### **MOTION 8**

The EC consider options for pursuing recompense from owner for costs (see email attached)

## **ALTERATIONS AND ERECTIONS**

### **MOTION 9**

That the EC note actions being taken re Lot 210 gate covering G16 and Lot 321 Re bamboo fencing attached or near their balustrades

## **GENERAL BUSINESS**

## **NEXT MEETING**

4 October 2023



## MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796

‘THE MARK AND PROVENANCE’

2 BATMAN STREET, BRADDON ACT

**Venue:** Teams

**Date:** Tuesday 1 October 2024

**Time:** 5:30pm

**Attendance :** Shelley Cooper                      Tony Ruggeri  
Andrew Mackey                      Parth Shah  
Jun Ma  
Tiarna Stekovic (Vantage Strata)

### DECLARATION OF QUORUM AND APOLOGIES

#### MOTION 1

That the meeting resolved that a quorum for the meeting has been achieved and notes any apologies from members.

**Apologies** – Rob Enright, Warwick Vance

### DECLARATIONS OF CONFLICT OF INTEREST

#### MOTION 2

There were no declarations of conflicts of interest.

### ADOPTION OF MINUTES

#### MOTION 3

The minutes of the last meeting of the Executive Committee (EC) held on 13 August 2024 were adopted as a true and accurate account of the proceedings of that meeting.

## **FINANCIALS**

### **MOTION 4**

The EC accepted the financial reports as attached to the agenda.

## **ACTIONS LIST**

### **MOTION 5**

The EC noted the following:

- . items on top of storage cages – some have been removed, and VS have spoken to Fire ACT to assist in getting message across re fire risk
- . stair edging (corner Cooyong St and Ainslie Ave) still to be finalised re how it is attached to reduce future risk of it coming off
- . Tree Management plan has been with ACT Govt for approval - expected soon.

## **DEFECTS PROJECT**

### **MOTION 6**

The EC discussed the current status of the project noting the following:

- . receipt of a revised (higher) cost estimate from SH for Phase 1 Deed work raising concerns about further costs for the Owners Corporation; and
- . work done by SH and the EC to understand and assess the position of Chase/Altair re our alleged defects and inform decision-making, noting 1 more report is expected.

The EC agreed to the revised cost estimate noting that funds are available. The EC agreed that it would be useful to have a face-to-face informal Town Hall style meeting with interested owners to provide feedback on the above issues and seek views – to be organised in the next 2-3 weeks.

## **ENERGY TRANSFER TO ENERGY LOCALS**

### **MOTION 7**

The EC noted that the changeover of electricity to Energy Locals (EL) was proceeding well with installation of new meters in the week commencing 1 October and residents can sign-up after 9 October with instructions about that to come from EL.

Changeover to EL for gas will occur later, likely end of October (TBA).

## **ALTERATIONS AND ERECTIONS**

### **MOTION 8**

The EC decided to advise Lot 210 to remove their gate covering following a considerable period of time waiting on an application for an acceptable alternative and to discuss alternatives with Lot 321 to the existing fencing.

## **OUT OF SESSION APPROVALS**

### **MOTION 9**

That the EC note and confirm the following out of session approvals (by Officeholders unless indicated otherwise):

20 Aug Quote of \$5,000 to redact 2 of Chase/Altair's defect reports (EC)

11 Sept Signage for G07 (commercial) in the Mark (EC)

16 Sept Expenditure of \$1,680 for Fairy to change all chute bins on Sunday mornings for 21 weeks from 22 September to 10 February (after/near AGM). (EC)

## **OC SUBGROUP TO CONSIDER EV CHARGING AND TRANSITIONING OUT OF GAS HOT WATER**

### **MOTION 10**

The EC agreed to set up working group of interested OC members, preferably including 1 EC member to consider these issues, noting one EC member has advised interest in being part of this.

## **BM REPORT**

### **MOTION 11**

Not discussed.

## **STRATA MANAGEMENT AND BUILDING MANAGEMENT AGREEMENT**

### **MOTION 12**

The EC considered papers developed by a sub-committee of the EC following the seeking of expressions of interest from a number of strata companies, following the end of our current 3 yearly agreements on 19 December 2024.

It was agreed to seek agreement from Vantage Strata to a temporary extension to their current contracts to around end February 2025. This will allow the matter to be brought to the AGM (generally held early February) for decision and an easier transition if the AGM decides to change contractor (rather than over the Christmas/New Year period).

## **GENERAL BUSINESS**

New signage was noted for a "Tobacconist" on Ainslie Ave, near the entrance to The Mark. It was agreed that they be advised to remove the signage and to put in a Fitout application, including signage, before they proceed any further.

The meeting concluded at 7.45pm

## **NEXT MEETING**

5 November 2024



## **NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796**

**'THE MARK AND PROVENANCE'**

**2 BATMAN STREET, BRADDON ACT**

**Venue:** Teams

**Date:** Tuesday 3 December 2024

**Time:** 5:30pm

### **DECLARATION OF QUORUM AND APOLOGIES**

#### **MOTION 1**

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from members.

### **DECLARATION OF ANY CONFLICTS OF INTEREST**

#### **MOTION 2**

That the meeting notes any committee member's declaration of conflicts of interest.

### **ADOPTION OF MINUTES**

#### **MOTION 3**

That the minutes of the last meeting of the Executive Committee (EC) held on 1 October 2024 be adopted as a true and accurate account of the proceedings of that meeting with the addition of the following dot point under Motion 5 (Actions list) which was omitted from the minutes:

“. the EC accepted the quote of \$3,634.80 +gst (the cheapest of 2 quotes) for a handrail at 2 Batman St entrance at the stepdown.”

## **FINANCIALS**

### **MOTION 4**

That the EC accept the financial reports as attached.

## **ACTION LIST**

### **MOTION 5**

That the EC discuss the current action item list.

## **DEFECTS PROJECT**

### **MOTION 6**

That the EC discuss progress and proposed actions.

## **ENERGY TRANSFER TO ENERGY LOCALS**

### **MOTION 7**

That the EC discuss remaining issues to finalise the transition:

- . note to owners and residents re getting owed \$ returned from Origin?
- . amending the agreed deed re infrastructure costs (following final negotiations with Origin)
- . getting a deed finalized with Skycell, the owner of the solar system, for our contribution re energy generated and used by us (none paid to date).

## **ALTERATIONS AND ERECTIONS**

### **MOTION 8**

That the EC consider action required re Lot 210 gate covering (infringement notice?) and Lot 321 re bamboo fencing attached or leaning on their balustrades.

## **AGM PLANNING AND CHANGE OF STRATA MANAGEMENT**

### **MOTION 9**

That the EC decide on date for AGM and discuss agenda items (including revised sinking fund plan) and any issues to be managed in relation to changeover to new Grady.

## **QUOTES FOR CONSIDERATION**

### **MOTION 10**

1. Fire 360 re audit of doors – total cost around \$20,000. Nothing urgent.
2. Quote for speed humps

## **OUT OF SESSION APPROVALS**

### **MOTION 11**

That the EC note and confirm the following out of session approvals (by Officeholders unless

indicated otherwise):

22 Nov Quote of \$7,498.83 + gst to replace emergency phones in lifts to upgrade from 3G to 4/5G – from Sinking Fund (EC)

19 Nov Quote of \$7,600 + gst for stair-edging along Cooyong St and corner and Ainslie Ave (EC)

8 Nov Signage for Lot 347 (Tobacconist) significantly amended as an Alteration/Erection as Fitout approval not required (EC)

20 Oct Fitout for commercial Lot 339 (PRD) approved

2 Oct Quote to repair one lift in The Mark \$1,360 + gst

24 Sept Quote to fix tow hitches for bins \$150+gst callout + \$150+gst

## **GENERAL BUSINESS**

### **NEXT MEETING**



**MINUTES OF THE EXECUTIVE COMMITTEE  
MEETING OF THE OWNERS OF UP 4796  
'THE MARK AND PROVENANCE'  
2 BATMAN STREET , BRADDON ACT**

**Venue:** Zoom –

**Date:** Wednesday 1<sup>st</sup> February 2023

**Time:** 5:30pm

**Attendees:**

Shelley Cooper	Warwick Vance
Kurt Haggstrom	Anne Cahill Lambert
Denise Yvanovich	Vana Tark
Tony Ruggeri	John Vild
Kristy Huang	

**Apologies:** Jun Ma  
Bill Lyristakis

**DECLARATION OF QUORUM AND APOLOGIES**

---

**MOTION 1**

That the meeting resolved that a quorum for the meeting had been achieved and noted any apologies from members.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

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**MOTION 2**

It was noted that Kurt Haggstrom had a conflict of interest with Motion 7

## **ADOPTION OF MINUTES**

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### **MOTION 3**

The minutes of the last meeting of the Executive Committee were adopted as a true and accurate account of the proceedings of that meeting, with the following changes:

- Motion 8 replace the word “agreed” with “discussed”.
- Motion 11 Remove the sentence “Remaining EC members noted parcel lockers were potentially a large item in the budget and not yet approved.”

## **DEFECTS PROJECT**

---

### **MOTION 4**

That the EC consider the proposed draft Stage 1 deed from Sparke Helmore (SH) received 23 Jan 2023, and decide what elements are supported or need amendment.

EC agreed with the draft deed with 2 amendments in relation to alleged defects (ensure consistent with agreed “Scope” already provided to SH) and amend paragraph 3.1 (a) by extending the time period for provision of additional reports from 6 to 8 weeks.

### **MOTION 5**

That the EC agrees to an informal, without prejudice, meeting with JWLand and Chase to discuss its proposed Scope and draft Stage 1 deed

Carried. Shelley Cooper, Vana Tark and Denise Yvanovich at least will attend.

### **MOTION 6**

That the EC agree to the suggested response from SH in their email of 1 February 2023, to Chase/JWLand lawyers’ letter of 30 January re the court proceedings.

Carried

## **ALTERATIONS AND ERECTIONS**

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### **MOTION 7**

That the EC discuss the unapproved storage cage alterations by LOT 259.

Kurt Haggstrom left the meeting for this item. It was noted that Lot 259 had not complied with the OC Rules re Alterations and Erections having failed to obtain approval to do work. EC agreed to bring back a specific action motion at the next EC meeting.

## **ACAT**

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### **MOTION 8**

That EC review the attached ACAT Submission lodged by Lot 176 in the Mark and approve defending the case.

The EC agreed to overturn the decision to charge Lot 176 for the callout fee from the plumber following report of a possible flooding event. EC discussed that we need to have signage in the carwash bay informing residents that they cannot use the hose to clean their car spots as there is nowhere for excess water to go.

EC agreed that Anne Cahill Lambert would contact Lot 176 with our decision and liaise with ACAT re listed hearing on Friday 3 March.

## **GENERAL BUSINESS**

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- Defects project – quotes for Acoustic Engineer's report
- Vana expressed concern over the proposed equipment to be used. Shelley also raised concerns over the cost and relevancy of the scope of works. It was agreed that Vana would talk to the preferred acoustic engineer about our concerns after discussing with SH.

## **NEXT MEETING**

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## **NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796**

**‘THE MARK AND PROVENANCE’**

**2 BATMAN STREET, BRADDON ACT**

**Venue:** Teams

**Date:** Thursday 5<sup>th</sup> December  
2024

**Time:** 5:30pm

### **DECLARATION OF QUORUM AND APOLOGIES**

#### **MOTION 1**

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from members.

### **DECLARATION OF ANY CONFLICTS OF INTEREST**

#### **MOTION 2**

That the meeting notes any committee member’s declaration of conflicts of interest.

### **ADOPTION OF MINUTES**

#### **MOTION 3**

That the minutes of the last meeting of the Executive Committee (EC) held on 1 October 2024 be adopted as a true and accurate account of the proceedings of that meeting with the addition of the following dot point under Motion 5 (Actions list) which was omitted from the minutes:

“. the EC accepted the quote of \$3,634.80 +gst (the cheapest of 2 quotes) for a handrail at 2 Batman St entrance at the stepdown.”

## **FINANCIALS**

### **MOTION 4**

That the EC accept the financial reports as attached.

## **ACTION LIST**

### **MOTION 5**

That the EC discuss the current action item list.

## **DEFECTS PROJECT**

### **MOTION 6**

That the EC discuss progress and proposed actions.

## **ENERGY TRANSFER TO ENERGY LOCALS**

### **MOTION 7**

That the EC discuss remaining issues to finalise the transition:

- . note to owners and residents re getting owed \$ returned from Origin?
- . amending the agreed deed re infrastructure costs (following final negotiations with Origin)
- . getting a deed finalized with Skycell, the owner of the solar system, for our contribution re energy generated and used by us (none paid to date).

## **ALTERATIONS AND ERECTIONS**

### **MOTION 8**

That the EC consider action required re Lot 210 gate covering (infringement notice?) and Lot 321 re bamboo fencing attached or leaning on their balustrades.

## **AGM PLANNING AND CHANGE OF STRATA MANAGEMENT**

### **MOTION 9**

That the EC decide on date for AGM and discuss agenda items (including revised sinking fund plan) and any issues to be managed in relation to changeover to new Grady.

## **QUOTES FOR CONSIDERATION**

### **MOTION 10**

1. Fire 360 re audit of doors – total cost around \$20,000. Nothing urgent.
2. Quote for speed humps

## **OUT OF SESSION APPROVALS**

### **MOTION 11**

That the EC note and confirm the following out of session approvals (by Officeholders unless

indicated otherwise):

- 22 Nov Quote of \$7,498.83 + gst to replace emergency phones in lifts to upgrade from 3G to 4/5G – from Sinking Fund (EC)
- 19 Nov Quote of \$7,600 + gst for stair-edging along Cooyong St and corner and Ainslie Ave (EC)
- 8 Nov Signage for Lot 347 (Tobacconist) significantly amended as an Alteration/Erection as Fitout approval not required (EC)
- 20 Oct Fitout for commercial Lot 339 (PRD) approved
- 2 Oct Quote to repair one lift in The Mark \$1,360 + gst
- 24 Sept Quote to fix tow hitches for bins \$150+gst callout + \$150+gst

## **GENERAL BUSINESS**

### **NEXT MEETING**



**MINUTES OF THE EXECUTIVE COMMITTEE  
MEETING OF THE OWNERS OF UP 4796  
'THE MARK AND PROVENANCE'  
2 BATMAN STREET , BRADDON ACT**

**Venue:** Zoom –

**Date:** Tuesday 2<sup>nd</sup> of May 2023

**Time:** 5:30pm

**Attendee's:** Shelley Cooper      Warwick Vance  
Denise Yvanovich      Vana Tark  
Tony Ruggeri      Jun Ma  
Andrew Mackey      Bill Lyrstakis  
Anne Cahill Lambert  
John Vlid

**DECLARATION OF QUORUM AND APOLOGIES**

---

**MOTION 1**

The meeting resolved that a quorum for the meeting had been achieved and no apologies were noted.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

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**MOTION 2**

The meeting noted the declaration by Warwick re Motion 13 EV charging

**ADOPTION OF MINUTES**

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**MOTION 3**

It was resolved that the minutes of the last meeting of the Executive Committee held on 5th April 2023 be adopted as a true and accurate account of the proceedings of that meeting.

## **INSURANCE**

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### **MOTION 6**

The EC accepted the revised insurance premium quote of \$171,549 for coverage from March 2023 (up from \$102,872 paid in October 2022), as a result of the recent increased valuation of The Mark/Provenance, and approved payment of the balance amount payable of \$111,835 for coverage to 20 March 2024. Further, the EC agreed to ask Vantage Strata to advise what fee, commission or any other sort of payment or rebate that Vantage Strata will receive as a result of the new premium.

## **DEFECTS PROJECT AND GENERAL MEETING**

---

### **MOTION 8**

Following the court hearing last week, the EC agreed to continue to pursue ways to resolve the claim, while continuing to protect the owners' interests, and to call a General Meeting of the Owners Corporation as soon as practicable to seek OC agreement on a proposed course of action.

The EC agreed to send out an update note to owners on events following the General Meeting.

The EC agreed to send a request to all owners to advise of any defects that they consider their apartment may have that have not already been reported or covered in the Tyrell's report by 17 May 2023.

The EC noted progress towards undertaking the inspections for the acoustic report, and noted that owners with units to be covered by the inspections will need to be advised in advance.

NOTE: This meeting was adjourned to 5.30pm, Tuesday 9 May as time ran out to consider all items on the agenda.

## **NEXT MEETING**

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This 9<sup>th</sup> May 2023 at 5.30pm

Meeting Closed 7.35pm



**MINUTES OF THE EXECUTIVE COMMITTEE  
MEETING OF THE OWNERS OF UP 4796  
'THE MARK AND PROVENANCE'  
2 BATMAN STREET , BRADDON ACT**

**Venue:** Zoom –

**Date:** Tuesday 9<sup>th</sup> of May 2023

**Time:** 5:30pm

**Attendee's:** Warwick Vance Denise Yvanovich  
Vana Tark

Tony Ruggeri

Andrew Mackey

Anne Cahill Lambert

**Also Present**

Nick Christiansen and Pooja Kumar of  
Sparke Helmore

**DECLARATION OF QUORUM AND APOLOGIES**

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**MOTION 1**

The meeting noted that this was a continuation of the adjourned 2<sup>nd</sup> May Meeting, that a quorum for the meeting had been achieved and apologies were received from John Vild and Shelley Cooper.

**INSURANCE**

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**MOTION 2**

EC noted that Vantage Strata had yet to advise what fee, commission or any other sort of payment or rebate that Vantage Strata will receive as a result of the new premium.

**DEFECTS PROJECT AND GENERAL MEETING**

---

**MOTION 3**

Following the court hearing last week, and the setting of a short timetable for the next court appearance the EC agreed to continue to pursue ways to resolve the claim against Chase/Altair, while continuing to protect the owners' interests, and to call a General Meeting of the Owners Corporation as soon as practicable to seek OC agreement on a proposed course of action.

NOTE: The meeting concluded at 6:30 p.m. when a quorum was lost.

## **NEXT MEETING**

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This 6<sup>th</sup> June 2023 at 5.30pm

Meeting Closed 6:35 p.m.

**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS UNITS PLAN NO. UP 4796**

**‘THE MARK & PROVENANCE’**

**2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG STREET NORTH, BRADDON,  
ACT 2612**

**Venue:** Gorman Art Centre  
55 Ainslie Avenue, Braddon, ACT, 2612

**Date:** 18 January 2021

**Time:** 05:30PM

**Present:**

A Nov	(Lot 21)	D & G Yvanovich	(Lot 214)
H Cui	(Lot 34)	S Cooper	(Lot 215)
K Dunne	(Lot 109)	F Choudhury	(Lot 231)
J Olsen	(Lot 128)	V Mohammed	(Lot 254)
A Ruggeri &		K & B Haggstrom	(Lot 259)
D Xiarkis	(Lot 173)	E Edwards	(Lot 279)
A Whiting	(Lot 181)	W Vance &	
A Mackery	(Lot 185)	K Cambridge	(Lot 280)
B & D Carlsund	(Lot 195)	X He	(Lot 286)
L Evans	(Lot 209)		

**Guests:** J Critchley-Evans (Lot 69) M & A McGhehey (Lot 228)  
S Sort (Lot 109) M Ritchie (Lot 209)  
A St John-Brown (Lot 194)

**Proxy Votes:** No proxies were received

**Absentee Votes:** L Dawel Lot 197 IFO motions 1 – 9 against motion 10

**In Attendance:** Daniel Leskovec, Senior Strata Manager (Vantage Strata)  
Danielle Close (Vantage Strata)

**Quorum:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

**Secretarial Note:** *Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

## CHAIRPERSON, PROXIES AND APOLOGIES

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It was **resolved** that S Cooper chair the meeting, the proxy and apology from L Dawel was accepted. Noting the reduced quorum, the meeting was formally opened for voting at 6:00pm.

## ADOPTION OF MINUTES

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**MOTION 1:** *It was **resolved** that the minutes of the Previous Annual General Meeting be confirmed.*

**CARRIED.**

## INSURANCE

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The insurance cover held by the Owners Corporation is summarised below:

Insurance Company / Policy Number	Strata Unit Underwriters / 06S8039816
Renewal Date	04/10/2021
Building Sum Insured	\$108,070,000.00
Public Liability Sum Insured	\$20,000,000.00
Office Bearers Liability Sum Insured	\$5,000,000.00
Excess on Claims	EXCESSES as per policy wording except: Basic Excess – all claims \$1,000

**MOTION 2:** *It was **resolved** by Special Resolution that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate.*

**CARRIED.**  
**(No Dissent Noted)**

## FINANCES

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**MOTION 3:** *It was **resolved** that the financial accounts for the period from 19 December 2019 to 18 December 2020 be accepted as presented.*

**CARRIED.**

## AUDITED FINANCIALS

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D Leskovec advised the meeting that under the recent changes to the Unit Titles (Management) Act 2011, Units Plan 4796 is required to have their annual financial statements audited.

**MOTION 4:** *It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited with a view to having the audited financials presented at the next Annual General Meeting for consideration.*

**CARRIED.**

## SINKING FUND REPORT

---

The Sinking Fund Report prepared by QIA Group on 24<sup>th</sup> November 2020 was briefly discussed, D Leskovec advised A copy of the report can be found in the Library on the BuildingLink portal.

**MOTION 5:** *It was **resolved** that the Owners Corporation adopt the Sinking Fund Report prepared by QIA Group dated 24<sup>th</sup> November 2020.*

**CARRIED.**

## MAINTENANCE

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### MAINTENANCE SCHEDULE

As per recent changes to the Unit Titles (Management) Act 2011, It is a requirement that the Owners Corporation obtain a maintenance schedule.

**MOTION 6:** *It was **resolved** that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to undertake a maintenance schedule report as required under the Unit Titles (Management) Act 2011.*

**CARRIED.**

## DEFECTS

No members present at the meeting raised concern with the defect report obtained from **XYZ Build Pty Limited**. If owners wish to review the report at a later date, the Manager advised a copy of the report can be found in the Library on the BuildingLink portal.

## FIRE SAFETY REVIEW

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In line with the recent changes to the Unit Titles (Management) Act 2011, D Leskovec advised it is a requirement that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

As part of their fire contract, 360 Degree Fire will provide the Managing Agent with an **Annual Fire Safety Certificate** each year.

A copy of the current Annual Fire Safety Certificate was distributed to all owners in the AGM notice and is available on BuildingLink.

## BUDGET DISCUSSION

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### ADMINISTRATION FUND

While discussing the upcoming Administration Fund budget Owners queried if the management fees invoiced by Vantage Strata could be invoiced quarterly in line with the levy collections rather than the current arrangement of 6 monthly invoices. D Leskovec to investigate and report back to the incoming Executive Committee.

**MOTION 7:** *It was **resolved** that the Administration Fund budget of \$1,028,060.00 (including GST) for the period 19 December 2020 to 18 December 2021 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 11 February 2021, 19 March 2021, 19 June 2021 and 19 September 2021.*

**CARRIED.**

## SINKING FUND CONTRIBUTION

---

The Sinking Fund Report dated 24<sup>th</sup> November 2020 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$232,195.70 (including GST).

**MOTION 8:** It was **resolved** that a contribution of \$232,195.70 (including GST) as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 19 December 2020 to 18 December 2021, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 11 February 2021, 19 March 2021, 19 June 2021 and 19 September 2021.

**CARRIED.**

## **EXECUTIVE COMMITTEE ELECTION**

---

The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

The following nominations were received from eligible members of the Owners Corporation:

L DAWEL	(LOT 197)	M LYRISTAKIS	(LOT G14)
J VILD	(LOT 194)	V MOHAMMED	(LOT 254)
W VANCE	(LOT 280)	J OLSEN	(LOT 128)
K HAGGSTROM	(LOT 259)	A MACKEY	(LOT 185)
S COOPER	(LOT 215)	T RUGGERI	(LOT 173)
W LYRISTAKIS	(LOT G15)		

**MOTION 9:** It was **resolved** by Special Resolution that the Owners elect more than seven (7) eligible members from nominations presented at the Annual General Meeting held on 18th January 2021 to form the Executive Committee. The following 11 members were elected to form the Executive Committee of Units Plan 4796:

J OLSEN	(LOT 128)	V MOHAMMED	(LOT 254)
T RUGGERI	(LOT 173)	K HAGGSTROM	(LOT 259)
A MACKEY	(LOT 185)	W VANCE	(LOT 280)
J VILD	(LOT 194)	M LYRISTAKIS	(LOT G14)
L DAWEL	(LOT 197)	W LYRISTAKIS	(LOT G15)
S COOPER	(LOT 215)		

**CARRIED.**

**(No Dissent Noted)**

## RULE AMENDMENT

---

During the meeting it was proposed that the rule 5 regarding pets (specifically sections b and d) be adjusted to include further amendments. Those amendments were discussed and accepted by those present at the meeting.

**Motion 10 (Amended):** *It was **resolved** that the Owners Corporation agrees by Special Resolution, to replace the Owner’s Corporation Rules under Schedule 4 of the Unit Titles (Management) Act 2011 with the following rules to be registered on title by Vantage Strata with Access Canberra:*

### Rationale

The current OC Rules were based on the default rules in the UTMA 2011 in operation as of April 2020. On 1 November 2020, new default owners corporation commenced. The changes made to the previous default Rules (new 4(3), new 7 phrase “other than ...rule” and deletion of previous Rules re OC Seal and Recovery of legal fees), reflected changes in the UTMA 2011.

The new proposed OC Rules include the new default rules with the following additions:

- . previous agreed change to Rule 4 to allow EC to give approvals
- . replacement of previously agreed Rule re pets by Rules 5 and 6 (in new default rules) – similar to the previous rule but gives consent to unit owner/occupier to have a pet if the listed conditions are met. In addition pet owners must advise the OC they have a pet in their unit
- . proposed amendments to the default rules including
  - . addition of 7 (2) & (3)
  - . addition of 8 (2)
  - . addition in 10 of the phrase “or within common property”
  - . addition of Rule 13 Parking of vehicles/use of vehicles
  - . addition of Rule 14 re Smoking.

## OWNERS CORPORATION RULES – THE MARK AND PROVENANCE

### 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*.

## 2 Payment of rates and taxes by unit owners

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

## 3 Repairs and maintenance

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

## 4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
  - (a) in accordance with the express permission of the **Executive Committee**; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (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

## 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; including ensuring the animal is on a leash or caged, whichever is most appropriate.
  - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - (d) the pet owner takes all necessary steps to ensure that the animal does not soil the common property and if it does the pet owner cleans any area of the units plan that is soiled by the animal; and
  - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

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

## **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

## **7 Use of common property**

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

(2) Specifically, a unit owner must not:

store any items on the common property;

obstruct the common property;

dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose;

or

hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.

(3) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

## **8 Hazardous use of unit**

(1) 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.

(2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

## **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.

## **10 Noise**

(1) A unit owner must not make, or permit to be made, such a noise within the unit, or within common property, 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).

## **13 Parking of vehicles/use of vehicle**

(1) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.

(2) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.

(3) A unit owner must not park or stand any vehicle on common property or permit any invitees of the unit owner to park or stand any vehicle on common property, except with the prior written approval of the Executive Committee where:

permission may be given subject to stated conditions; and

permission may be withdrawn by ordinary resolution of the Executive

(4) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.

(5) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space

#### **14 Smoking**

(1) A unit owner must not smoke any cigarette, cigar or other product on the common property or on any other part of the building where smoking is not permitted.

(2) Cigarette smoke from smoking inside a unit should be contained within the unit and should not permeate into the common areas or externally to the unit, where it can cause a nuisance to other residents.

**CARRIED.**  
**(1 opposed)**  
**(0 Abstain)**  
**(16 in Favour)**

## **GENERAL BUSINESS**

---

### **STRATA MANAGER**

D Leskovec advised that the Strata Manager T Stekovic is now on maternity leave and will be away for an extended period of time. Until her return S Bakker has stepped in as the Strata Manager for the building and is now the point of contact. S Bakker was to attend the AGM but couldn't as she was unwell.

### **CCTV**

The chairman of the Executive Committee advised in an effort to increase the security at the complex CCTV has been approved to be installed at all main entrances to the building. Should the Owners Corporation wish to expand on security in the future there will be the option to add more cameras in the building.

### **ELECTRIC VEHICLE CHARGING**

The following motion was submitted by a member of the Owners Corporation for consideration at the Annual General Meeting. Following discussion by the meeting it was agreed to accept the motion.

**MOTION 11:** *It was **resolved** that the Owners Corporation request the incoming Executive Committee investigate the possibility of introducing electric vehicle charging infrastructure in the Mark / Provenance complex and seek opportunities to take advantage of any financial incentives which may be introduced by the government to support greater Zero Electric Vehicle uptake by businesses and the community sector.*

**CARRIED.**  
**(4 Opposed)**  
**(0 Abstain)**  
**(13 in Favour)**

### CARS PARKING IN THE CAR WASH BAY

Owners noted that the same two vehicles were frequently parking in the car washing bay that is available to residents. After general discussion, the meeting agreed this has stopped since the Building Manager put notices on the vehicles advising that the car wash bay was not to be used as a parking space. Should the issue arise again residents should take a photo and advise either the Strata Manager or the Building Manager so a notice can be issued.

### SWIPE AUDIT

A query was raised as to whether the swipe card audit that the Strata Manager had proposed was going ahead or completed. D Leskovec advised that Vantage Strata can certainly undertake an audit of the swipe cards and will investigate what action may have already been taken by Tiarna before proceeding. The Manager is to provide an update to the Executive Committee following investigation.

### PHONE RECEPTION BOOSTER

Many owners present expressed concern for the lack of phone reception received while inside the building. It was noted that the lack of reception presents as a safety issue to residents for multiple reasons. Owners advised that the Strata Manager was going to investigate the option of installing phone reception boosters in the building, D Leskovec advised that the Manager will follow this up and provide an update to the Executive Committee.

### EXCESS RUBBISH

There were many concerns surrounding waste disposal at the complex. Owners noted the following issues:

- Residents are forcing large items down the chutes causing blockages.
- When the rubbish bins are full residents are leaving the rubbish next to the bin or piling it too high.
- The wrong items are being put in the respective rubbish and recycling bins.

Feedback from those present at the meeting was that the waste signs need to be made with larger font and placed at eye level as they are currently difficult to read. It was further suggested that signs and letters be distributed with pictures and in multiple languages.

D Leskovec advised that Vantage Strata has access to waste signs from Access Canberra that come in a range of languages and images that clearly differentiate what items go in what bin. The Manager to arrange the updated signage to be erected around the building.

In the future the Owners Corporation may consider expanding on the security infrastructure in the building to include more cameras and a swipe reader on the bin room doors for the purpose of identifying residents not disposing their waste correctly. These options to be considered by the incoming Executive Committee.

### MEETING CLOSURE

---

There being no further business the meeting was closed at **6:57PM**.



**MINUTES OF THE EXECUTIVE COMMITTEE  
MEETING OF THE OWNERS OF UP 4796  
'THE MARK AND PROVENANCE'  
2 BATMAN STREET, BRADDON ACT**

**Venue:** Teams

**Date:** Tuesday 7<sup>TH</sup> November 2023

**Time:** 5:30pm

**Attendance :** Shelley Cooper                      Tony Ruggeri  
Warwick Vance                              Andrew Mackay  
June Ma                                        John Vild  
Denisse Yvanovich  
Tiarna Stekovic (VS)

**Apologies:** Anne Cahill Lambert

**DECLARATION OF QUORUM AND APOLOGIES**

**MOTION 1**

The meeting resolved that a quorum for the meeting had been achieved and noted apologies above from members.

**DECLARATION OF ANY CONFLICTS OF INTEREST**

**MOTION 2**

The EC noted the declaration by Warwick of a conflict of interest re the EV item as he owns an EV.

**ADOPTION OF MINUTES**

**MOTION 3**

The EC **resolved** that the minutes of the last meeting of the Executive Committee held on 10<sup>th</sup> October 2023 be adopted as a true and accurate account of the proceedings of that meeting.

**FINANCIALS**

**MOTION 4**

The EC accepted the financial reports. The Strata Manager explained how the interest charge works (which is automatic) and agreed no further action.

Re Schedule B charges, specifically in regard to getting rid of items dumped in the basement on common

property, the Strata Manager explained these tasks and associated costs are not provided for under the VS or Building Manager agreements and thus incur Schedule B charge.

## ACTION ITEMS

### MOTION 5

Key issues on the Action list were discussed including:

- ongoing issues with dogs urinating/defecating on the rooftop – it was agreed to get a more comprehensive report from the BM and options for consideration at the next meeting
- EV charging survey of residents – it was **resolved** to send the draft survey provided by Warwick (based on NSW Gov't suggested survey) to Owners to ascertain the current and future situation re EVs. Future possible actions noted included obtaining advice from our developer re electricity capacity, liaising with other complexes who have done it and going to an EV charger provider such as Jetcharge.

## RECOUPING OC EXPENSES AND INSURANCE CLAIM FOR LOT 57

### MOTION 6

- (a) The EC **resolved** that as per s.31 of the UTMA and cost the OC incurs as a result of a unit occupier's negligent or wilful act or omission will be recovered from the responsible unit owner.
- (b) The EC noted 2 quotes obtained for rectifying water damage to Lot 57 and common property in March 2023 as a result of the actions/lack of action by Lot 62. The EC **resolved** to:
  - (i) Not put in an insurance claim in if the company who quoted for the insurance company could quote a similar cost for the OC (\$24,800 incl gst) and then seek to recoup the cost from Lot 62: or, if the quote is not similar,
  - (ii) put the insurance claim in and seek to recoup the insurance excess cost from Lot 62.

This was based on the following considerations:

- the insurance excess is \$20,000 for such a claim.
  - the second quote was for \$29,000 incl gst
  - it has been a long time since the incident so the matter really needs to be resolved
  - any claim made may impact on future premiums.
- (c) The EC noted another incident involving water pooling in the hallway outside Lot 261 from a tap left on by the resident, and **resolved** in principle to recover the cost of the cleanup of that water.

## FITOUT APPLICATION – LAUNDROMAT

### MOTION 7

The EC **resolved** to approve a fitout application for a Laundromat at Lot 345 (G12) subject to the following conditions:

- a water meter is installed and maintained to enable water use from commercial operations to be measured
- Lot 345 would pay for water usage from the business operations based on the meter reading done jointly by Lot 345 and the Building Manager.

## STORAGE CAGES AND RULE 15

### MOTION 8

The EC noted action taken to date re removing items on top of storage cages and **resolved** to send out a further note to residents and place notices in the lifts emphasizing the need to remove flattened boxes, plastic etc covering the cages, to ensure there is clearance for the sprinklers to be effective in the event of a fire in a cage.

## **BATMAN ST ENTRANCE STEPDOWN**

### **MOTION 9**

The EC considered options to replace the stripping that has come away from the step-down outside the Batman St entrance and in the first instance **resolved** to get quotes for quick options such as paint, stick on stripping in a bright colour such as yellow.

## **RECORDING OF EC MEETINGS**

### **MOTION 10**

Tiarna noted that if VS did the recordings, they would only be used to check matters re the minutes and then destroyed. It was agreed to defer discussion of the issue until next meeting.

## **OUT OF SESSION APPROVALS**

### **MOTION 11**

The EC noted the following approvals out of session:

- . 5 Oct – fire equipment repairs \$424 (Office holders)

## **GENERAL BUSINESS**

John questioned impact of the bank guarantee for funds up to \$250,000 in the event a financial institution fails, noting that we have more than that with Macquarie Bank.

## **NEXT MEETING**

5 December 2023

The meeting closed at 6.55pm.

**MINUTES OF THE FIRST MEETING OF  
THE OWNERS UNITS PLAN NO. 4796 'THE MARK & PROVENANCE'  
2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG  
STREET NORTH, BRADDON, ACT 2612**

**Venue:** Held eletronically via Zoom

**Date:** Monday, 6 July 2020

**Time:** 5.30pm

**Present:**

G03 L. Dawel

G14 M. Lyristarkis

G15 B. Lyristarkis

M. Prendergast on behalf of

324,239,402,1101,G02,G18,G20,102,103,104,105,106,107,109,110,111,112,113,114,115,1  
16,118,119,120,121,122,205,210,216,219,222,309,315,407,409,415,  
416,418,419,420,421,422,506,507,512,513,515,601,604,606,612,G02,G03,G04,G05,G06,1  
01,102,103,104,10,106,107,108,109,110,111,112,113,

101 S. Cooper

117 F. Choudhury

204 J. Lim

218 V. Tark

218 R. Abraham

222 N. Carrin

301 K&B Haggstorm

318 T. Wong

319 H. Madden

321 E Edwards

322 W Vance & K Cambridge

405 E. Tse

406 X. He

413 R. Higgins

413 T. Paradiso

501 A. Langler

511 S Mickleburgh

515 P. Jones

516 K. Dunne

601 M. Chua

607 C. Cheung

619 V. Mahadevan

624 D. Mobilia  
664 J. Olsen  
718 T. Ruggeri  
804 K. Rudzik  
1004 L. Tankey  
1001 A. Mackey

**Apologies:** N/A

**Proxy Votes:** V. P Krishnamurthy (Unit 422 to Chairperson)

**Absentee Votes:** N/A

**In Attendance:** Dennis Holmes, Onboarding Specialist (Vantage Strata)  
Tiarna Stekovic, Strata Manager (Vantage Strata)

**Quorum:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

***Secretarial Note*** – Owners are advised that under Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

## MEETING FORMALITIES

---

**MOTION 1:** *It was resolved that the Owners Corporation appoint M. Prendergast as chairperson for the purpose of the First Annual General Meeting.*

**CARRIED**

## INSURANCE

---

**MOTION 2:** *It was resolved that the Owners Corporation authorise the Executive Committee by special resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate.*

CARRIED

## BUDGET – SECOND YEAR INCREASE

---

Owners were reminded that the budget for the first year will generally be significantly discounted and an increase in the total budget (and by extension each owner's levy contribution) should be expected, commencing from the second year of the Owners Corporation.

Considering the aforementioned, the Owners Corporation may experience cash flow challenges closer to the end of the financial year. It was noted that obtaining a Sinking Fund Forecast Report for consideration at the next Annual General Meeting had been approved at the Inaugural Meeting

**MOTION 3:** *It was resolved that the Owners Corporation resolve by special resolution to authorise the Manager to seek and secure funding of any outstanding bills if necessary, to ensure the successful continued functioning of the Corporation, until funds can be raised at a General Meeting of Owners.*

CARRIED

## EXECUTIVE COMMITTEE

---

The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

**MOTION 4a:** *It was resolved that the Owners Corporation elect more than 7 owners to the Executive Committee.*

- *(Unit 902 Provenance) – A. Whiting*
- *(Unit G14 Commercial) – M. Lyristakis*
- *(Unit G15 Commercial) – B. Lyristakis*
- *(Unit 101 Provenance) – S. Cooper*
- *(Unit G03 Provenance) – L. Dawel*
- *(Unit 318 Provenance) – J. Wang*
- *(Unit 718 The Mark) – T. Ruggeri*
- *(Unit 604 Mark) – J. Olsen*
- *(Unit 624 Mark) – D. Mobilia*
- *(Unit 218 Provenance) – V. Mohammed*
- *(Unit 413 Mark) – G. Tempo*
- *(Unit 1001 Mark) – A. Mackey*

CARRIED

**MOTION 4b:** *It was resolved that the Owners Corporation elect 3-7 owners to the Executive Committee.*

FAILED

## ELECTRONIC MEETINGS

---

### MOTION 5:

*It was resolved that the Owners Corporation, by Special Resolution to adopt the following rules in regard to electronic meetings and voting:*

#### Electronic Meetings

##### Attendance

(a) A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("**electronic attendance**"), provided the unit owner is able to:

- (i) communicate with other participants in the meeting; and
- (ii) participate in the meeting and engage with the other participants at the meeting.

(b) Where a unit owner has participated in a meeting through electronic attendance they are deemed to be present at the meeting for the purposes of calculating quorum for the meeting.

(c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may

require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

##### Participation

(a) Where a unit owner participates in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:

- (i) participating in debate at the meeting; and
- (ii) voting on resolutions at the meeting.

##### Pre-Meeting Electronic Voting

(a) Decision-making at general meetings of the Owners Corporation and/or meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (**pre-meeting electronic voting**). Pre-meeting electronic voting includes:

- (i) voting by means of email submission of ballot papers;

(ii) voting by means of accessing a website and submitting an online ballot paper;  
(iii) voting by means of utilising an electronic application and submitting a ballot paper; and  
(iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.

(b) When providing notice of the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:

- (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
- (ii) the resolution to be voted on (including any explanatory material);
- (iii) instructions for completing the ballot paper and indicating the voter's choice;
- (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
- (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.

**CARRIED**

## CONTRACTS / SERVICE AGREEMENTS

---

### MOTION 6:

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the second Annual General Meeting and appoint new contractors as needed, after following a competitive tender process.*

**CARRIED**

## GENERAL BUSINESS

---

- Certificate of currency has been updated to include the full address of the development.

- Chutes – was raised that protective flap is too heavy to allow easy passage of bags. Explained that this is installed to scope and residents need to ensure all waste clears this flap to prevent blockage. It is noted the mechanics of the flap is for fire safety purposes.
- Parking – M. Prendergast explained that JWLand will be engaging Wilson's Security at their cost to monitor the area between The Mark and Provenance buildings in an effort to deter abuse of parking.
- Bicycle storage – a map taken from the Owners Manual has been uploaded to BuildingLink marked up to show the location from the lifts.

## CLOSURE

---

There being no further business the meeting was closed at 6:44pm.

# Insurance Valuation Report

For

*"The Mark and Provenance"*

**2 Batman Street, Canberra**

**Scheme Number: UP4796**



***COMPILED BY: QIA GROUP PTY LTD***

**Job Reference Number: 150990**

**9 November 2020**

**Professional Indemnity Insurance Policy Number 96 0968886 PLP**

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E [info@qjagroup.com.au](mailto:info@qjagroup.com.au)

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QIA Group Pty Ltd  
ABN 27 116 106 453

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QIA Group Pty Ltd

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## SECTION 1 – INSURANCE VALUATION SUMMARY

### 1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **2 Batman Street, Canberra.**

### 1.2 Property Address

The property is situated at **2 Batman Street, Canberra.**

### 1.3 Description of Building

The property is a 'mixed use' development comprising thirty 'shell only' commercial/retail lots at ground & first floor levels and three hundred and thirty three residential apartments above in four towers of up to twelve storeys. Vehicular accommodation is provided by allocated spaces in a secure garage area arranged over three basement levels. Access to the upper floors is by internal stairs & lobbies and a total of nine passenger lifts.

In accordance with the plans provided the date of registration of the scheme is 2019.

### 1.4 Client

**The Owners for "The Mark and Provenance".**

### 1.5 Reinstatement Cost Assessment Value

**Reinstatement Cost Assessment Value: \$135,000,000 (Inc GST)**

### 1.6 Inspector Details

**Inspector Number**

**101**

*R.T. Hanbury*

**Signed for and on behalf of QIA Group Pty Ltd**

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Reinstatement Cost Assessment Value**

The Reinstatement Cost Assessment Value represents the reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

### **2.2 Loss of Revenue**

The Insurance Valuation represents reinstatement costs only and excludes loss of revenue.

### **2.3 Current Trends**

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**

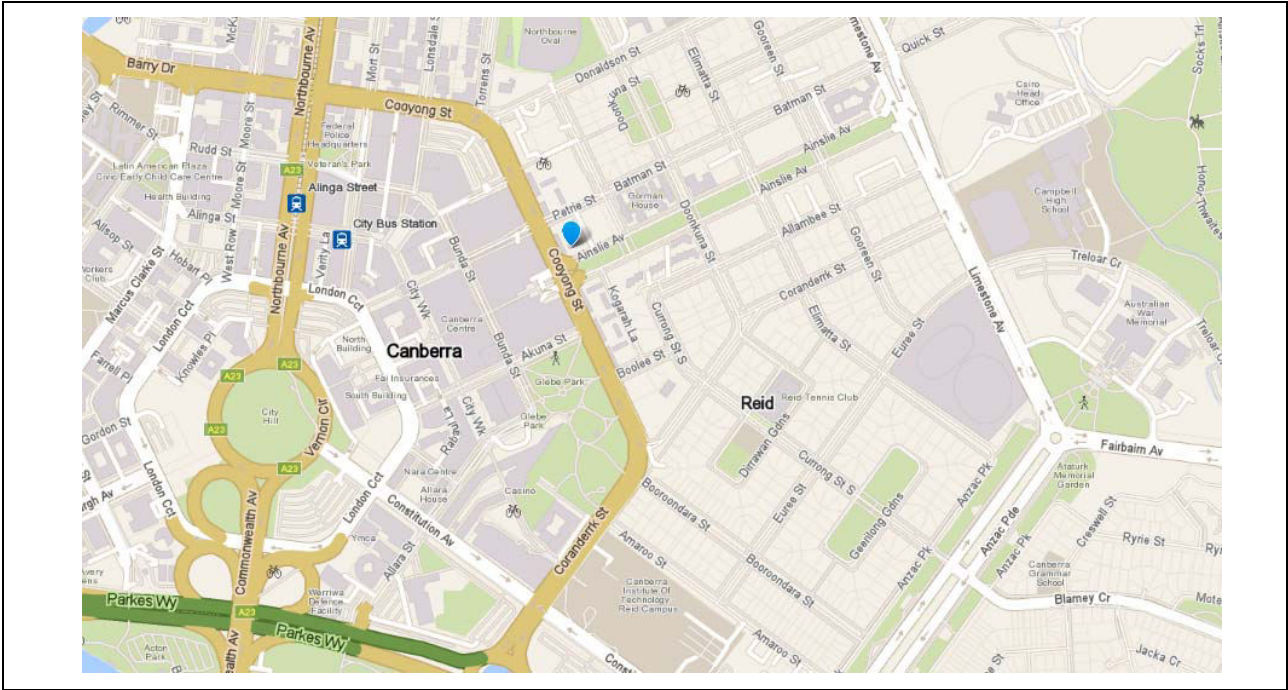
The calculated value of the building comprises of several elements including:

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

#### **NB**

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

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b> <b>\$116,000,000</b>	
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	15 Months
Calculated at 3% per annum over the period	\$4,000,000
<b>Progressive Subtotal:</b> <b>\$120,000,000</b>	
Professional Fees:	\$7,000,000
<b>Progressive Subtotal:</b> <b>\$127,000,000</b>	
Demolition and Removal of Debris:	\$5,000,000
<b>Progressive Subtotal:</b> <b>\$132,000,000</b>	
Cost Escalation for Insurance Policy Lapse Period:	\$3,000,000
<b>Progressive Subtotal:</b> <b>\$135,000,000</b>	
<b>Reinstatement Cost Assessment Value:</b> <b>(Inc GST)</b>	<b>\$135,000,000</b>
<b>2.7 Site Location Map</b>	



## **SECTION 3 – REPORTING PROCESS AND CONTENT**

### **3.1 SITE FACTORS**

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

### **3.2 ADDITIONS & IMPROVEMENTS**

There appears to have been no improvement to the original construction.

### **3.3 MAINTENANCE**

Generally, the building appears to have been reasonably well maintained.

### **3.4 SUMMARY OF CONSTRUCTION**

#### **3.4.1 Primary Method of Construction**

##### **3.4.1.1 FLOOR STRUCTURE**

FLOOR CONSTRUCTION: Reinforced concrete ground and upper floors.

##### **3.4.1.2 WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Masonry.

EXTERNAL WALL FINISHES: Pre-finished panels, glazing and metal sheeting.

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

ROOF CONSTRUCTION: Reinforced concrete.

ROOFING: Waterproof membrane.

##### **3.4.1.4 DRIVEWAY STRUCTURE**

DRIVEWAY CONSTRUCTION: Concrete.

### **3.5 AREAS NOT INSPECTED - TYPICAL**

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

### **3.6 SCOPE**

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

### **3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect';
- Any tenancy works and contents;
- 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 specialised equipment or services not visible at the time of inspection;
- 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;
- Any heritage listing that may apply; 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



# 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 4796**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 7/02/ 2023

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

**Regularly convened**

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

**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
7/02/2023	As per 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.

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



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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

---

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

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

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

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

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

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

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

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

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

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

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

The petition must—

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

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

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

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

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



**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS' UNITS PLAN NO. UP 4796**

**'THE MARK & PROVENANCE'**

**2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG STREET NORTH, BRADDON,  
ACT 2612**

**Venue:** Zoom Teleconference

**Date:** Tuesday 7th, February 2023

**Time:** 6.00pm

**Attendees:**

M CHU (LOT121)	J VILD (LOT 194)
J OLSEN (LOT 128)	K & B HAGGSTROM (LOT 259)
A MACKEY (LOT 185)	L LEE (LOT 209)
A RUGGERI (LOT 173)	R LAMBERT & A CAHILL LAMBERT (LOT 236)
D & G YVANOVIC (LOT 214)	R CHARY (LOT 250)
H MUSGROVE (LOT 193)	K LEE & B CHU (LOT 121)
J & M MCGAHE (LOT228)	S COOPER (LOT 215)
J CRITCHLEY BEHALF OF E CRITCHLEY (LOT 69)	V TARK (LOT 254)
J KEANEY (LOT 235)	W. VANCE & K. CAMBRIDGE (LOT 280)
J MA (LOT 263)	
J SIMPSON (LOT 351)	

**Proxies:** Elizabeth J Critchley (LOT 69) to Josh Critchley  
Lachlan John Vild (LOT 179) to John B Vild (LOT 179)

**Absentee's:** D N & A E Trowbridge (LOT 145)

**Apologies:** D N & A E Trowbridge

**In Attendance:** T. Stekovic- Strata Manager  
R. Low – Admin Support

**Quorum:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

**Secretarial Note:** Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

## CHAIRPERSON, PROXIES AND APOLOGIES

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It was resolved that S Cooper be noted as Chairperson for the purpose of the meeting. Noting a reduced quorum, the meeting officially opened at 6:00pm. Proxies and apologies are noted above.

## CHAIRPERSON REPORT

The Chairperson noted key issues in the report. A Cahill-Lambert, V. Tark and D Yvanovic requested that their disagreement with the sentence “As has been reiterated on a number of occasions it was never the intention to actively prosecute the claim” be recorded. For clarification, the Chairperson notes the following words could have been added to that sentence “unless an out-of-court settlement is not reached”.

## ADOPTION OF MINUTES

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**MOTION 1:** That the minutes of the Previous General Meeting on 5<sup>th</sup> July 2022 be confirmed.

**CARRIED**

## INSURANCE

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The insurance cover held by the Owners Corporation is summarized below:

Insurance Company / Policy Number	Strata Unit Underwriters / 06S8039816
Renewal Date	04/10/2023
Building Sum Insured	\$135,000,000.00
Public Liability Sum Insured	\$20,000,000.00
Office Bearers Liability Sum Insured	\$5,000,000.00
Excess on Claims	Excesses:

	<p>Section 1 \$ 20,000 bursting, leaking, discharging, or overflowing of pipes and/or apparatus and any resultant damage.</p> <p>Section 1 \$ 20,000 all water damage claims</p> <p>Section 1 \$ 2,500 all other claims + as per policy wording</p> <p>Section 2 \$ 2,500 all claims</p> <p>Section 3 \$ 2,500 all claims</p> <p>Section 11 \$ 2,500 all claims</p>
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**Insurance Valuation**

**Dated:** 16<sup>th</sup> January 2023  
**Prepared By:** QIA Group Pty Ltd  
**Recommended Insurance Value:** \$175,340,000

**MOTION 2 (Special Resolution): (Amended)** That the Owners Corporation accept the insurance valuation of \$175,340,000 dated 16<sup>th</sup> January 2023 and increase insurance coverage to that amount and authorise the executive committee by special resolution.

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

It was agreed that the strata manager circulates information on insurance commission received to all owners

Note: Insurance commissions received by vantage to date are as follows:

- 2020-2021 - \$10,086.62 + GST
- 2021-2022 - \$12,257.13 + GST
- 2022-2023 - \$14,634.30 + GST

***(0% Opposed)***  
***(0% Abstain)***  
***(100% in Favour)***

**CARRIED**

## FINANCES

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**MOTION 3:** That the financial accounts for the period **19/12/2021- 18/12/2022** as presented be accepted.

**CARRIED**

**MOTION 3a:** That the Audited financial accounts for the period **19/12/2020- 18/12/2021** as presented be accepted.

**CARRIED**

## AUDITED FINANCIALS

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**MOTION 4:(Amended)** That upon conclusion of the current financial year, the Owners Corporation authorise the Executive Committee to have the financial statements audited and then have the audited financials together with the audit report, presented at the next Annual General Meeting for adoption.

**CARRIED**

## CHANGE OF FINANCIAL YEAR

**MOTION 5:** That the Owners Corporation agree to change the financial year for Units Plan 4796 to align with the calendar year so that it ends on 31 December not 18 December.

**CARRIED**

## SPECIAL PRIVILEGE COMMERCIAL UNITS

**Motion 6: (Amended)** That the Owners Corporation of UP4796 by Special Resolution adopt a Unit Service Schedule budget to undertake additional bathroom cleaning for commercial units on level one in the Mark units ie 102,103,104,105,106,107 and 108 to the amount of \$10,000 plus GST for the period 19/12/2022 – 31/12/2023 and that a contribution be determined to the Administration Fund equal to that budget, to be contributed by those lot units in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023 and 12<sup>th</sup> November 2023.

**CARRIED**

**Motion 6a: (Amended)** That the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for sanitary bins for all commercial units in the Mark to the amount of \$5000 plus GST for the period 19/12/2022 – 31/12/2023 and that a contribution be determined to the Administration Fund equal to that budget

, to be contributed by all commercial unit owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023 and 12<sup>th</sup> November 2023

**CARRIED**

## **BUDGET DISCUSSION**

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### **ADMINISTRATION FUND**

**MOTION 7: (Amended)** That the Administration Fund budget of \$1,048,884.00 plus GST for the period 19<sup>th</sup> December 2022 – 31<sup>st</sup> December 2023 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget plus GST to be contributed by owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023 and 12<sup>th</sup> November 2023

It was also agreed that the item “parcel lockers” in the proposed budget be deleted and the amount (\$40,000) be included in the “Contingency” item.

**CARRIED**

### **SINKING FUND CONTRIBUTION**

**MOTION 8:** That a contribution of \$223,942.00 plus GST as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period 19<sup>th</sup> December 2022 – 31<sup>st</sup> December 2023 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023, and 12<sup>th</sup> November 2023

#### **Sinking Fund Report**

**Dated:** 24 November 2020

**Prepared By:** QIA Group Pty Ltd

**Date to Be Reviewed:** November 2025

**CARRIED**

## **DEFECTS PROJECT**

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**MOTION 9:** That the Owners Corporation (OC) approve Executive Committee expenditure of \$ \$43,266. from August to December 2022 for the legal advice and support by Sparke Helmore Lawyers in relation to the proceedings against Chase Building Group (Canberra) Pty Ltd (Chase) in relation to building defects in UP 4796 (OC).

**CARRIED**

**MOTION 10:** That the Owners Corporation note the actions taken by the Executive Committee (EC) on the owner’s behalf in relation to the proceedings against Chase (refer Motion 9 above) since July 2022 and agree that

the EC continue to seek settlement of the case which may include agreeing in principle to a settlement deed which must then be put to the OC at a GM for approval.

**CARRIED**

**MOTION 11:** That the Owners Corporation accept the terms of a Deed of Settlement contained in a letter dated (insert date) from (insert Lawyers names).

**DEFERRED**

**MOTION 12:** That the Owners Corporation resolve by Special Resolution to change the purpose of the Special Levy resolved to be raised at a General Meeting on 5 July 2022 to cover costs associated with the execution of the Deed of Settlement.

**DEFERRED**

**MOTION 13 AMENDMENT OF PREVIOUS SPECIAL RESOLUTION (Special Levy):** That the Owners Corporation of UP4796 resolves by Special Resolution to collect the special levy agreed to at the General Meeting held on 5 July 2022 of \$100,000 plus GST to cover the currently estimated costs of the court proceedings up to final hearing if the claim needs to be served, as well as any other expert reports such as an acoustic engineers report. The contribution is to be raised to a special purpose fund equal to the sum of the special levy plus GST, to be paid in accordance with unit entitlements, payable in 4 equal instalments due on 7<sup>th</sup> March 2023, 12<sup>th</sup> May 2023, 12 August 2023 and 12<sup>th</sup> November 2023

**(5% Opposed)**

**(0% Abstain)**

**(95% in Favour)**

**CARRIED**

## EXECUTIVE COMMITTEE ELECTION

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**MOTION 14:** That the Owners Corporation Owners by Special Resolution elects an Executive Committee (7 or more) members from nominations of eligible members including the following 10 (all who nominated).

*A RUGGERI (LOT 173)*

*J VILD (LOT 179)*

*A MACKEY (LOT 185)*

*D YVANOVIC (LOT 214)*

*S COOPER (LOT 215)*

*A CAHILL LAMBERT (LOT 236)*

*V TARK (LOT 254)*

*J MA (LOT 263)*

*W VANCE (LOT 280)*

*B. LYRISTAKIS (LOT 347)*

**CARRIED**

## CONTRACTS AND SERVICE AGREEMENTS

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**MOTION 15:** That the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.

**CARRIED**

## RULE AMENDMENTS

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**Note:** It was agreed that the proposed changes to the “Owner’s Corporation Rules” will be individually voted on. The new proposed OC Rules includes existing rules with the following additions:

**Motion 16:** That the Owners Corporation agrees by Special Resolution, to amend the Owner’s Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by amending the existing Rule 13 as follows (Changes/additions shown in yellow):

### Parking of vehicles/use of vehicle.

- 1) A unit owner must not park, stand, or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand, or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
  - a) permission may be given subject to stated conditions; and
  - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 4) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.

**CARRIED.**

**(5% Opposed)**

**(0% Abstain)**

**(95% in Favour)**

**Motion 16a:** That the Owners Corporation agrees by Special Resolution, to amend the Owner’s Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by amending the existing Rule 14 as follows (Changes/additions shown in yellow):

**Smoking**

1. A unit owner must not smoke, vape any substance or permit an occupier of their unit or a visitor to smoke any substance on common property.
2. A unit owner must not smoke, or vape any substance or permit an occupier of their unit or a visitor to smoke any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier, or visitor in another unit.

**CARRIED.**  
**(5% Opposed)**  
**(5% Abstain)**  
**(90% in Favour)**

**Motion 16b:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

**Balconies**

A unit owner must not do the following, or permit the following to be done, in relation to the balconies that are part of their unit:

1. place screening, frosting etc. onto balcony railings/balustrades.
2. drape rugs, mats, sheets, blankets, clothing, or other items over balcony railings/ balustrades.
3. rest pot plants, ornaments, candles, or other items on top of balcony walls.

**FAILED**  
**(30% Opposed)**  
**(0% Abstain)**  
**(70% in Favour)**

**Motion 16c:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

**Storage Cages**

To ensure compliance with Australian Standard AS2118.1 1999 re the operation of sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) ( a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall always be accessible to water discharged from the sprinklers.

**CARRIED**  
**(5% Opposed)**  
**(0% Abstain)**  
**(95% in Favour)**

**Motion 16d:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

***Security of the common property***

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.

**CARRIED.**  
**(25% Opposed)**  
**(5% Abstain)**  
**(70% in Favour)**

- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
  - a) Ensure fire and security doors are locked or closed when they are not in use.
  - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

**CARRIED.**  
**(10% Opposed)**  
**(0% Abstain)**  
**(90% in Favour)**

**Motion 16e:** That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

***Commercial Units***

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 4) Rules in this section are not to the exclusion of any other Rule.

**CARRIED.**  
**(0% Opposed)**  
**(0% Abstain)**  
**(100% in Favour)**

## **GENERAL BUSINESS**

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There being no further business the meeting was 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 4796

**A2** General meeting

Date (or dates) of general meeting  
at which the reduced quorum

decision or decisions were made— 7 February 2024

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

**Regularly convened**

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

**Convened after  
adjournment**

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

### A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
7 February 2024	See attached minutes

### A4 Owners corporation declaration

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

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

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



## NOTICE OF REDUCED QUORUM DECISIONS

### Part B General information

---

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

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

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

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

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

part 3.1, schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

*Reduced quorum decisions—adjournment following quorum trouble*

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

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

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

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

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

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

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

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

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

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



**MINUTES OF THE ANNUAL GENERAL MEETING  
OF THE OWNERS OF UP 4796  
'THE MARK & PROVENANCE FOUNDERS LANE'  
2 Batman Street, BRADDON, ACT, 2612**

**Venue:** 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

**Date:** Wednesday, 7 February 2024

**Time:** 05:30 PM

**Present:**

Venkatesh P Krishnamurthy &	(Lot 84)	Owner present
Viragini Venkatesh		
Jun Ma	(Lot 85)	Proxy present
Andrew Langler & Casey-	(Lot 94)	Owner present
Anne Langler		
Jun Ma	(Lot 117)	Proxy present
Melizza Chua	(Lot 125)	Owner present
Jun Ma	(Lot 154)	Proxy present
Anthony Paul Ruggeri &	(Lot 173)	Owner present
Diana Mary Xirakis		
Robert Alan Enright & Megan	(Lot 180)	Owner present
Christabel Enright		
The Whiting Family Co ATF	(Lot 181)	Owner present
The Whiting Property Trust		
Andrew P Mackey	(Lot 185)	Owner present
Hailey Rae Musgrove	(Lot 193)	Owner present
Shelley Christine Cooper	(Lot 194)	Proxy present
Denisse & Gerard Yvanovich	(Lot 214)	Owner present
Shelley Christine Cooper	(Lot 215)	Owner present
John K Heaney	(Lot 235)	Owner present
Rod Lambert & Anne Cahill	(Lot 236)	Owner present
Lambert		
Jun Ma	(Lot 237)	Proxy present
Yuwei Chen	(Lot 249)	Owner present
Rashmi Sindhu Chary (non-	(Lot 250)	Owner present
financial)		
Vana Tark	(Lot 254)	Owner present
N L Do	(Lot 257)	Owner present
Shelley Christine Cooper	(Lot 259)	Proxy present
Jun Ma	(Lot 263)	Owner present

Jun Ma	(Lot 264) Proxy present
Elizabeth R Edwards & Deborah J Mackney	(Lot 279) Owner present
Warwick Michael Vance & Kerry Joy Cambridge	(Lot 280) Owner present
Xinwen He	(Lot 286) Owner present
David Lloyd Hickman & Susan Jane Mickleburgh	(Lot 313) Owner present
Vaishali B Dave & Parth Shah	(Lot 336) Owner present
Vaishali B Dave & Parth Shah	(Lot 337) Owner present
Lyristakis atf Berkely Superannuation Fund	(Lot 347) Owner present
Berkely Holdings Pty Ltd	(Lot 348) Owner present
Sim Fam 2 Pty Ltd	(Lot 351) Owner present

**Chairperson:** Shelley Christine Cooper

**Additional Attendees:** Tiarna Stekovic, Vantage Strata

**Apologies:**

**Proxies:**

Proxy Name: Jun Ma	(Lot 85) Yuxin Huang
Proxy Name: Jun Ma	(Lot 117) Zhaoxi Wang
Proxy Name: Jun Ma	(Lot 154) Yanyi Huang
Proxy Name: Shelley Christine Cooper	(Lot 194) John B Vild
Proxy Name: Jun Ma	(Lot 237) Min Xie
Proxy Name: Shelley Christine Cooper	(Lot 259) K A Haggstrom & B Haggstrom
Proxy Name: Jun Ma	(Lot 264) Yanchao Chen

**Absentee Votes:**

**Quorum:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

**Secretarial Note:** *Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

## CHAIRPERSON, PROXIES AND APOLOGIES

### Motion 1:

Confirmation of Chairperson. Acceptance of proxies and apologies.

## CHAIRPERSONS REPORT 2023

### Motion 2:

The Chairperson's Report was noted for discussion.

## ADOPTION OF MINUTES

### Motion 3 Ordinary Resolution:

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

Refer to GM of 27/11/23.

Carried

## INSURANCE

### Motion 4 Special Resolution:

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

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

Carried

## AUDITED FINANCIALS 2023 (Adoption)

### Motion 5 Ordinary Resolution:

*It was Resolved that the Owners Corporation adopt the audited financials and audit report for the financial period ended 31st of December 2023*

Note - The auditors report re the 2023 financials was sent to all owners on 22 January 2024.

Carried

## AUDITED FINANCIALS 2024

### Motion 6 Ordinary Resolution:

*It was Resolved that upon conclusion of the current financial year, the Owners Corporation authorise the Managing Agent to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.*

Carried

## DEFECTS EXPENSES BUDGET ITEM

### Motion 7 Ordinary Resolution:

*It was Resolved that the Owners Corporation resolves to include a line item in the 2024 budget for legal and related expenses of \$40,000.00 (excluding GST) in connection with the implementation of the Phase 1 and Phase 2 Settlement Deeds concerning building defects in the Mark and Provenance.*

**Carried**

## LEGAL COSTS – ENERGY AGREEMENTS

### Motion 8 Ordinary Resolution:

*It was Resolved that the Owners Corporation approve the decision of the Executive Committee to approve legal costs for Proctor Legal as per below regarding the embedded network –*

*1. To act on behalf of The Owners – UP 4796 in negotiating outcome with OC Energy in relation to reducing the requested infrastructure sum to nil, or a lesser amount.*

*Estimated cost \$8,000.00 - \$15,000.00 plus GST plus disbursements.*

*2. To negotiate recommended amendments with Energy Locals in relation to new embedded network agreement including the drafting of an appropriate rule in relation to required special privilege right rules and attendant motions that can also be used for Skycell with minor modification.*

*Estimated cost \$2,500.00 - \$5,000.00 plus GST plus disbursements.*

Note: this motion includes the following amendments approved by the Owners Corporation at this meeting to the motion in the agenda papers:

- . addition of the words "the decision of the Executive Committee to approve" after "That the Owners Corporation approve";
- . addition of the words "can also be used for Skycell with minor modification." to the end of point 2.

**Carried**

## ADMIN FUND EXPENDITURE BUDGET

### Motion 9 Ordinary Resolution:

*It was Resolved that the Administration Fund expenditure budget of \$1,134,575.00 plus GST for the period 1st of January 2024 to 31st of December 2024 be adopted.*

**Carried**

Note: The Owners Corporation of UP4796 agreed to amend the proposed budget to add an additional \$20,000 for negotiating/finalising Energy Agreements.

## ADMIN FUND CONTRIBUTION

### Motion 10 Ordinary Resolution:

*It was Resolved that a contribution be determined to the Administration Fund equal to the sum of \$1,134,575.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 7th of March 2024, 12th of May 2024, 12th of August 2024 and 12th of November 2024.*

**Carried**

Note: The Owners Corporation agreed to amend the Admin Fund Contribution to \$1,134,575.00 plus GST as per Motion 9.

## ADMIN FUND CONTRIBUTION & EXPENDITURE - GREASE TRAP CLEANING

### Motion 11 Ordinary Resolution:

*It was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for Grease Trap cleaning for units 335, 342, 340, 339, 349 in the Mark to the amount of \$5,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget due on the 7th of March 2024, 12th of May 24, 12th August 2024 and 12th November 2024.*

**Carried**

## **ADMIN FUND CONTRIBUTION & EXPENDITURE - COMMERCIAL UNITS LEVEL ONE**

### **Motion 12 Special Resolution:**

*It Was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit Service Schedule budget to undertake additional bathroom cleaning for commercial units on level one in the Mark units i.e. 102,103,104,105,106,107 and 108 to the amount of \$10,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget, to be contributed by those lot units in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023.*

**Carried**

## **ADMIN FUND CONTRIBUTION & EXPENDITURE - COMMERCIAL UNITS THE MARK**

### **Motion 13 Ordinary Resolution:**

*It was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for sanitary bins for all commercial units in the Mark to the amount of \$6,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget due on the 7th of March 2024, 12 of May 2024, 12th of August 2024 and 12th of November 2024.*

**Carried**

## **SINKING FUND CONTRIBUTION**

### **Motion 14 Ordinary Resolution:**

The Sinking Fund Report dated 1st of January 2021 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$230,660.00 plus GST.

*It was Resolved that a contribution of \$230,660.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st of January 2024 to 31st of December 2024 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 7th of March 2024, 12th of May 2024, 12th of August 2024 and 12th of November 2024.*

#### Sinking Fund Report

Dated: 1st of January 2021  
Prepared By: QIA Group Pty Ltd  
Date To Be Reviewed: 1st of January 2024

**Carried**

## **SINKING FUND EXPENDITURE BUDGET**

### **Motion 15 Ordinary Resolution:**

*That the Sinking Fund expenditure budget of \$123,922.00 including GST for the period 1st of January 2024 to 31st of December 2024 be adopted.*

Note: This budget reflects potential expenditure identified from the sinking fund plan.

Carried

## SINKING FUND PLAN - (Updated)

### Motion 16 Ordinary Resolution:

*It was Resolved that the Owners Corporation authorises the Managing Agent to obtain an updated Sinking Fund Plan from QIA Group at a cost of \$2,536.00 (incl. GST) which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation.*

Sinking Fund Report

Dated: 1st of January 2021

Prepared By: QIA Group Pty Ltd

Date To Be Reviewed: 1st of January 2024

Carried

## DEFECTS - AMENDMENT TO CLAUSE 3.2 OF THE DEED OF SETTLEMENT

### Motion 17 Ordinary Resolution:

*It was Resolved that the Owners Corporation resolves to approve the decision of the Executive Committee (EC) to agree to an amendment to clause 3.2 of the Deed of Settlement - Phase 1 deed in relation to the timing of the response from Altair/Chase re the Owners Corporation's alleged defects, to delay the response date by approximately 2.5 weeks to 29 February 2024.*

Note: it was noted that a General Meeting will be called to consider a further request for an extension of time by Altair/Chase.

Carried

## DEFECTS LEVY 2023 - EXPENSES

### Motion 18 Ordinary Resolution:

*It was Resolved that the Owners Corporation of UP4796 approve Executive Committee expenditure outside of the special levy using the contingency apportioned monies of \$7,264.89 for the legal advice and support by Sparke Helmore Lawyers in relation to the proceedings against Chase Building Group (Canberra) Pty Ltd (Chase), and other expenses associated with administration of the Deeds, in relation to building defects in UP 4796.*

Note: The Owners Corporation approved revised expenditure from \$5,824.89 up to \$7,264.89.

Carried

## FIRE SAFETY REVIEW

### Item 19:

It was noted that it is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

**Please find enclosed in this pack the Annual Fire Safety Certificate provided from the fire contractor.**

**Annual Fire Safety Certificate**

Dated: 23rd of June 2023

Prepared By: 360 Degree Fire

## **MAINTENANCE PLAN (Review)**

### **Motion 20 Ordinary Resolution:**

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

**Carried**

## **INSURANCE (Alternative Rule)**

### **Motion 21 Special Resolution:**

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

- a) accept, adopt and adhere to the following 'Insurance Rules' as part of the rules of the Owners Corporation.*
- b) add the alternative rules to the existing consolidated registered set of rules (refer to motion above and copy of rules attached).*
- c) register the updated set of consolidated rules with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011.*
- c) accept that the updated Owners Corporation rules will supersede and replace all other rules previously in force.*

#### Insurance

- (a) The Executive Committee recommends all Unit owner or Occupiers maintain up to date insurance policies such as contents insurance, and motor vehicle insurance policies.
- (b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.

#### Insurance Premiums – Obligation of Owners

- (a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.
- (b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.

#### Owner Liable

- (a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.
- (c) In the event an Owner or Occupier in breach of these rules or by wilful or negligent act or omission has caused an Owners Corporation to lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand.

**Carried**

Note: The Owners Corporation agreed to amend the motion to replace the word “deliberate” in (c) with “willful or negligent”.

It was noted that the key provisions in the Rule reflect provisions in the UTMA 2011 and the Rule is intended to draw owners’ attention to this issue.

## CONTRACTS AND SERVICE AGREEMENTS

### Motion 22 Ordinary Resolution:

*That the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.*

**Carried**

## EXECUTIVE COMMITTEE (Election)

### Motion 23 Special Resolution:

It was noted that 8 nominations were received by the due date in line with the agenda of 48 hours prior to the meeting. These were representative of both buildings (The Mark and Provenance) and the commercial units. A further 3 nominations were received on the day of the meeting/ during the meeting - D. Yvanovich (Lot 214), J. Heaney (Lot 235) and V. Tark (Lot 254) from Provenance building. The following motion was put to the meeting re the extra 3 nominations: *That the Owners Corporation accept the additional 3 nominations.*

**Not Carried**

- A. *It was Resolved that the Owners Corporation by Special Resolution elects an Executive Committee of 8 members from the 8 nominations of eligible members received 48 hours prior to the meeting, as follows:*

**Carried**

T. Ruggeri (Lot 173)  
R. Enright (Lot 180)  
A. Mackay (185)  
S. Cooper (Lot 215)  
J. Ma (Lot 263)  
W. Vance (Lot 280)  
P. Shah (Lot 336)  
Lyristakis atf Berkely Superannuation Fund (Lot 347)

## DELEGATIONS AND APPOINTMENTS

### Item 24:

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

## DEFECTS

### Motion 25:

It was noted that if owners had specific questions re the 2 deeds that they could provide these to the Executive Committee for consideration by our lawyers as appropriate. Final copies of the deeds can be obtained from the Strata Manager.

## CONTRACTS

### Motion 26:

No maintenance contracts were noted coming up for renewal.

## GENERAL BUSINESS

**Item 27:** No items were put forward prior to the meeting.

Two items were raised at the meeting:

Additional fees charged for the work undertaken by the Building Manager that is not part of his agreement.

Unapproved structures in the basement (EC matter).

It was brought up for discussion to create the concept of interest groups on particular topics to be set up to work with the Executive Committee

Outgoing members of the Executive Committee (Anne Cahill Lambert, Vana Tark, John Vild, Denisse Yvanovich) were thanked for their contributions.

## MEETING CLOSURE

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There being no further business the meeting formally closed at **08:31 PM**.

# 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 4796**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum

decision or decisions were made— 18<sup>th</sup> January 2022

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

**Regularly convened**

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

**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
18 <sup>th</sup> January 2022	As Per the 2022 Annual General Meeting Minutes

**A4 Owners corporation declaration**

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

.....

*[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).



**MINUTES OF THE ANNUAL GENERAL MEETING**

**OF UNITS PLAN NO. 4796**

**2 BATMAN STREET**

**BRADDON ACT 2612**

**Venue:** Via Zoom Teleconference

**Date:** Tuesday 18<sup>TH</sup> January 2022

**Time:** 5:30PM

**Present:**

K Dunne	(Lot 109)	C Macbean	(Lot 356)
M Chua	(Lot 125)	K Bruce	(Lot 231)
J Olsen	(Lot 128)	R Lambert & A Cahill	(Lot 236)
Y Huang	(Lot 154)	Lambert	
A P Ruggeri	(Lot 173)	Q Chen	(Lot 238)
K Wang	(Lot 176)	V T Mohammed	(Lot 254)
L J Vild	(Lot 179)	B & B Haggstrom	(Lot 259)
A Whiting	(Lot 181)	J Ma	(Lot 263)
J B Vild	(Lot 194)	Y Chen	(Lot 264)
S Miao	(Lot 205)	W Vance & K J Cambridge	(Lot 280)
D Yvanovich	(Lot 214)	X He	(Lot 286)
S C Cooper	(Lot 215)	J & K Wharton	(Lot 294)
		M Lyrstakis	(Lot 348)

**Proxy Votes:** B K Carlsund & D A Carlsund (Lot 195)

**Absentee votes:** D Gridwood (Lot 64)

**In Attendance:** T Stekovic (Strata Manager, Vantage Strata)  
A Stael (Vantage Strata)

**Quorum:**

*A quorum was not present however the meeting proceeded with a reduced quorum (Schedule 3.9 of the Unit Titles Management Act 2011).*

***Secretarial Note*** - Owners are advised that under Schedule 3.11 of the Unit Titles (Management) Act 2011,



	Section 3 \$ 2,000 each claim for each vacant lot Section 3 \$ 1,000 all other claims Section 11 \$ 1,000 all claims
--	--

**MOTION 2 (Special Resolution):** It was **resolved** that the Owner's Corporation authorise the Executive Committee by special resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) Obtain quotations
- b) To give consideration to premium funding the policy, if necessary,
- c) To place and/or renew the insurance policy on terms the Committee deems appropriate,
- d) To obtain quotations from a suitable contractor to provide an insurance valuation if necessary.

## FINANCES

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**MOTION 3:** It was **resolved** that the financial accounts for the period **19 December 2020 to 18 December 2021** as presented be accepted.

## AUDITED FINANCIALS

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**MOTION 4:** It was **resolved** that the audited financial accounts for the period **19 December to 18 December 2020** as presented be accepted.

## AUDIT OF FINANCIALS

---

**MOTION 5:** It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorize the Manager to have the financial statements audited for the financial year 2020-2021 and 2021-2022 and then have the audited financials together with the audit report, presented at the next Annual General Meeting for adoption.

## BUDGET DISCUSSION

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### ADMINISTRATION FUND

**MOTION 6:** It was **resolved** that the Administration Fund budget of \$946,550.00 Plus GST for the period 19 December 2021 to 18 December 2022 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their Units of Entitlement and payable by four (4) equal instalments due on 11 February 2022, 19 March 2022, 19 June 2022 and 19 September 2022.

### SINKING FUND CONTRIBUTION

**MOTION 7:** It was **resolved** that a contribution of \$217,000 plus GST as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period 19 December 2021 to 18 December 2022 to be contributed by owners in

accordance with their Units of Entitlement and payable by four (4) equal instalments due on 11 February 2022, 19 March 2022, 19 June 2022 and 19 September 2022.

## EXECUTIVE COMMITTEE ELECTION

---

**MOTION 8 (Special resolution):** It was **resolved** that the Owners Corporation elects an Executive Committee of between 8 or more members from nominations of eligible members.

The following 13 members were elected to form the Executive Committee of Units Plan 4796:

S C Cooper	(Lot 215)	J B Vild	(Lot 194)	J Ma	(Lot 263)
A P Ruggeri	(Lot 173)	C Macbean	(Lot 356)	B Lyristakis	(Lot 347)
V T Mohammed	(Lot 254)	K Haggstrom	(Lot 259)	Y Huang	(Lot 154)
W Vance	(Lot 280)	M Lynstakis	(Lot 348)		
A Cahill Lambert	(Lot 236)	D Yvanovich	(Lot 214)		

## CONTRACTS AND SERVICE AGREEMENTS

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**MOTION 9:** It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.

## RENEWAL OF CONTRACTS

---

### STRATA MANAGEMENT AGENCY AGREEMENT:

**MOTION 10:** It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement appointing Vantage Strata as follows:

#### **Option 3**

- a) That Vantage Strata be appointed as Manager, for a period of 3 years to commence on 19 December 2021 at the cost of \$109,200 plus GST per annum.
- b) Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.

- c) *Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management agreement.*
- d) *The Owners Corporation are able to seek a review of the contract if either the Strata or Building manager are changed while still employed by Vantage Strata, with a view to terminating the contract if no agreement is reached on alternatives.*

## **GENERAL BUSINESS**

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### **Pet toilets on balconies**

A request was made that pet owners with pet toilets on their balconies ensure these are cleaned up regularly and that any clean up does not result in contaminated water being displaced onto other residents' balconies or other communal property. It was noted that a note could be sent out to residents/owners about this.

**The meeting concluded at 6:45pm**

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# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆☆ **6 STARS**  
**in Climate: 24** **SCORE: 23 POINTS**

**Name:** Samuel James Marchant **Ref No:** 46765


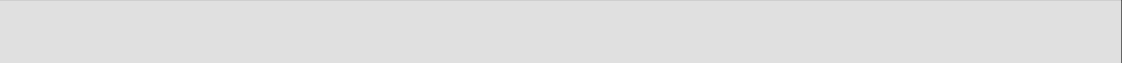
**House Title:** Unit 614, Block 1, Section 62 **Date:** 01-05-2026

**Address:** Unit 614 of 2 Batman Street  
Braddon 2612

**Reference:** C:\REPORTS\...\BATMAN STREET BRADDON 614 OF 2

## IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
<b>Current</b>	23											
<b>Potential</b>	43											

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

### Design options

### Additional points

Change curtain to

Heavy Drapes & Pelmets

20

FirstRate Mode
Climate: 24

**RATING SUMMARY for: Unit 614, Block 1, Section 62, Unit 614 of 2 Batman Street, Braddon**

Assessor's Name: Lindsay Collison

				Points		
Feature				Winter	Summer	Total
<b>CEILING</b>				<b>15</b>	<b>0</b>	<b>15</b>
Surface Area:	119	Insulation:	-105			
<b>WALL</b>				<b>13</b>	<b>-2</b>	<b>11</b>
Surface Area:	8	Insulation:	4	Mass:	0	
<b>FLOOR</b>				<b>21</b>	<b>-5</b>	<b>16</b>
Surface Area:	17	Insulation:	-4	Mass:	3	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>7</b>	<b>0</b>	<b>7</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	36 %			
Exhaust Fans	50 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	14 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>1</b>	<b>1</b>
Cross Ventilation	1					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>				<b>-15</b>	<b>-36</b>	<b>-50</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>N</b>	5	7%	-8	8	0	0
<b>S</b>	9	13%	-17	10	-3	-10
<b>W</b>	18	25%	-32	23	-18	-26
<b>WNW</b>	8	11%	-14	15	-14	-14
<b>Total</b>	41	55%	-71	57	-36	-50

\* 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 20 points

				Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★			<b>42</b>	<b>-42</b>	<b>23*</b>
<b>SCORE</b>						

\* includes 23 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Samuel James Marchant  
HouseTitle Unit 614, Block 1, Section 62  
StreetAddress Unit 614 of 2 Batman Street  
Suburb Braddon  
Postcode 2612  
AssessorName Lindsay Collison  
FileCreated 01-05-2026  
Comments

## Climate Details

State  
Town Canberra  
Postcode 2600  
Zone 24

## Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	25.0m <sup>2</sup>
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	31.0m <sup>2</sup>
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	18.6m <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	Framed: Metal Clad	No	R1.5	11.2m	2.6m
2	Weatherboard	Yes	R1.5	29.8m	2.6m

## Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Flat - Suspended Slab	Yes	No	R0.0	74.6m <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	W	2.5m	3.0m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	W	2.5m	4.2m	No	DG2	ALIMPR	HB	Yes	2.8m	2.8m	0.0m
3	WNW	2.5m	3.3m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	S	2.5m	3.7m	No	DG2	ALIMPR	HB	Yes	2.5m	0.0m	0.0m
5	N	2.5m	2.0m	No	DG2	ALIMPR	HB	Yes	2.5m	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>
2	W	2.5m	4.2m	0.0m	0.0m	0.0m	0.0m	2.0m	3.0m	3.0m	3.3m
5	N	2.5m	2.0m	3.0m	4.2m	3.7m	-1.6m	4.2m	0.0m	4.2m	0.0m

## Zoning Details

Is there Cross Flow Ventilation ? Good

## Air Leakage Details

Location Suburban  
Is there More than One Storey ? No  
Is the Entry open to the Living Area ? No  
Area of Heavyweight Mass 0m<sup>2</sup>  
Area of Lightweight Mass 0m<sup>2</sup>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	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

## Rater Comments

### House Details

ClientName	Samuel James Marchant
HouseTitle	Unit 614, Block 1, Section 62
StreetAddress	Unit 614 of 2 Batman Street
Suburb	Braddon
Postcode	2612
AssessorName	Lindsay Collison
FileCreated	01-05-2026

### Rater Comments

#### MEASUREMENTS USED IN THIS ASSESSMENT

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

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

#### DESIGN OPTIONS

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

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

#### DOOR SEALS AND WEATHER STRIPS

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

#### WINDOW GLAZING RATIOS

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

# Energy Efficiency Rating **FACT** Sheet

## QUICK FACTS

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

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

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

## WHAT IS RATED?

The rating is dependent on:

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

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

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

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

Further information is available via the Environment, Planning and Sustainable Development Directorate  
[http://www.planning.act.gov.au/topics/design\\_build/design-and-siting/energy\\_ratings](http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings)



## Certificate of Currency

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

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

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



Najibi Bisso, Manager

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

**PAID**

# Tax Invoice



**Inspection Number 46765**

Please ensure this number is used when making payment

22 April 2026

Samuel James Marchant

**For the Property at:** 614/2 Batman Street Braddon ACT 2612

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

*Thank you for your business*

**We offer comprehensive Pest Management Solutions!**

**Call now to book your regular Pest Control Service**

PAYMENT OPTIONS	<i>Your prompt attention to payment (within 7 days) is appreciated.</i>
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: <b>46765</b> <b>IMPORTANT: PLEASE ensure this unique ID is used</b>
Cash or Cheque	Can be provided to your inspector on the day. Please advise our office if you choose this option so we can note it on their job sheet. Cheques made payable to 'Residential Reports' please.



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

35 Poynton Street Hughes ACT 2605 **p** 6288 0402 [info@residentialreports.com.au](mailto:info@residentialreports.com.au)

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



MR SAMUEL J MARCHANT  
10494 MONARO HIGHWAY  
SYMONSTON ACT 2609

Our reference: 7169384150461

Phone: **13 28 66**

25 April 2026

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SAMUEL,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411198800371
Vendor name	SAMUEL JAMES MARCHANT
Clearance Certificate Period	25 April 2026 to 27 April 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

**Emma Rosenzweig**

Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.