

Schedule

Land	The unexpired term of the Lease	Unit 78	UP No. 4693	Block 2	Section 58	Division/District Turner
	and known as 78/217 Northbourne Avenue, Turner ACT 2612					
Seller	Full name	Nicola Louise Rowan & James Christopher Rowan				
	ACN/ABN					
	Address	3/42 Talara Road, Gymea, NSW 2227				
Seller Solicitor	Firm	WMG Legal				
	Email	office@wmglegal.com.au				
	Phone	(02) 6253 9766	Ref CM:22128			
	DX/Address	PO Box 3, Gungahlin ACT 2912				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	tom@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Tom Wiggins			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	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				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents.				
Goods	Description	All Fixed Floor Coverings, Light Fittings and Window Treatment as Inspected.				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax	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)	
Foreign Resident Withholding Tax	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 type="checkbox"/> Yes	

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

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

Co-Ownership	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.

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- Unit Title Certificate
- Registered variations to rules of the Owners Corporation
- (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

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

- Section 67 Statement, as first or top sheet
- Community Title Master Plan
- Community Title Management Statement

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

- Proposed Community Title Master Plan or sketch plan
- Proposed Community Title Management Statement

GST

- Not applicable
- Input taxed supply of residential premises
- Taxable supply (including new residential premises)
- GST-free supply of going concern
- Margin scheme applies

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:
 - Affecting Interests** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;
 - Adaptable Housing Dwelling** has the meaning in the Sale of Residential Property Act;
 - Agent** has the meaning in the Sale of Residential Property Act;
 - ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
 - Balance of the Price** means the Price less the Deposit;
 - Breach of Covenant** means:
 - a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
 - a breach of the Building and Development Provision;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
 - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
 - 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
 in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
 - 26.2.1 leave it at; or

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
 - the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 78 UP No. 4693
Block 2 Section 58 Turner
78/217 Northbourne Avenue, Turner ACT
2612

SPECIAL CONDITIONS

1. REQUIRED DOCUMENTS

- 1.1 The Buyer acknowledges it has had the opportunity to make its own enquiries and obtain its own advice regarding the matters contained in the Required Documents.
- 1.2 The Buyer certifies it has received the Required Documents.
- 1.3 The Buyer agrees not to:
- (a) Raise any objection or requisition;
 - (b) Make any claim for compensation or damages;
 - (c) Delay completion; or
 - (d) Rescind or terminate this Contract.

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

In this clause the term "Required Documents" means the documents attached to this Contract as set out on page 2 of this Contract.

- 1.4 The Buyer acknowledges that the Buyer has inspected the improvements and is purchasing them in their present state of repair and condition and other than as prescribed in the *Civil Law (Sale of Residential Property) Act 2003*.
- 1.5 The Buyer may make no objection, requisition or claim for compensation in respect of the state of repair or condition of the improvements. In particular, the Buyer acknowledges that the provision of remote controls to any appliance or garage door motor does not constitute a representation as to the working condition or otherwise of those appliances/motors or those remote controls.

2. INCONSISTENCIES

If there is any inconsistency between these Special Conditions and the Printed Terms numbered 1 to 53 (or as otherwise amended), the provisions of these Special Conditions shall prevail.

3. KEYS

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

4. DEATH OR INCAPACITY

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

5. AMENDMENT TO THE PRINTED TERMS

The ACT Law Society blue pages (pages 3-21) "The Printed Terms" are amended as follows:

- a) Clause 26.2.4 is deleted and replaced with the following clause:
"26.2.4 by sending via email to the Buyer or the Buyer Solicitor (a notice is taken to have been received at the time the email was sent); or"
- b) The words "...the date 7 days after ..." is deleted from Clause 22.1.2

6. DEPOSIT BOND

- 6.1 In this Contract, the word 'Bond' means the Deposit Protect Bond issued to the Seller at the request of the Buyer, a copy of which is annexed hereto.
- 6.2 Subject to Special Condition 6.3 below, the delivery of the Bond upon or before the making of this Contract, to the Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.
- 6.3 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 issue of the Bond under the Bond, the Buyer must immediately pay the Deposit (or so much of it as has not been paid) to the Stakeholder.
- 6.4 The Seller acknowledges that payment by the issuer of the Bond under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay part of the Deposit under Clause 6.3 above.
- 6.5 If the Contract is not completed before the expiration of the term of the Bond, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Bond, in replacement of the Bond. The obligation of the Buyer to produce the replacement Bond and the time for production of the replacement Bond shall be of the essence of this Contract and, if the Buyer fails to do so, the Seller may terminate this Contract and Clause 2.1 of the Printed Terms shall apply as if the Buyer had failed to pay the Deposit.
- 6.6 If the issuer of the Bond is placed under external administration of any nature before the Completion Date, the Buyer must, within twenty-four (24) hours, secure the Deposit referred to in the Schedule to the Seller by either:
- (a) Providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or
 - (b) Payment of the Deposit in accordance with Clause 2.1.
- 6.7 This Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

7. BUYER'S WARRANTY & INDEMNITY

- 7.1 The Buyer warrants that it has not been introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent and indemnifies the Seller against any claim or demand for commission arising from a breach of this warranty.
- 7.2 This Special Condition shall survive Completion, Termination or Rescission of this Contract.

8. ELECTRONIC TRANSACTION

- 8.1 If the Parties agree that this Contract is to be an electronic transaction, then the following will apply;

- (a) Each Party consents to:
 - (i) The electronic signing of this Contract; and
 - (ii) The electronic exchange of this Contract.

- (b) The Parties warrant that:
 - (i) The electronically signed and exchanged Contract; and
 - (ii) If reasonably required by any party, a printout of the Contract which has been electronically signed and exchanged;

Is sufficient evidence of:

- (iii) The Parties' intention to enter into and be bound by the Contract;
- (iv) The Parties' consent to conducting this Contract electronically; and
- (v) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

- (c) The Parties acknowledge and agree that:
 - (i) This special condition does not diminish the obligations of the Parties to:
 - i. Provide the transfer and other documents or instruments on paper signed and duly attested in accordance with the Land Titles Act 1925 (ACT);
 - ii. Sign and duly attest, in accordance with Civil Law (Property) Act 2006 (ACT);
 - (ii) Documents, pursuant to a power of attorney; and
 - (iii) Deeds generally; and

The Parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

9. DIRECTOR'S GUARANTEE

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract in the form attached as Annexure B.

10. CAVEAT

The Buyer may not (for any reason) lodge a caveat for registration in respect of the Property on or prior to Completion.

Annexure B

Director's Guarantee

I/we, (name of Director/s)

of (address).....

.....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:
 - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) 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:
 - (a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - (c) 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.

Dated this _____ day of _____ 201 _____

Signed by

in the presence of:

Signature of witness

Signature

Full name of witness

Capacity

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.

11. SHUTDOWN PERIOD – ACT

11.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 11 has the meaning given to it in this clause.

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

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

WHO means the World Health Organisation.

11.2 Shutdown Period

In this clause 11 **Shutdown Period** means any day:

(a) When any of the following is closed:

- (i) The ACT Law Society
- (ii) The bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
- (iii) The bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
- (iv) The place of business of the Seller's Solicitor;
- (v) The place of business of the Buyer's solicitor;
- (vi) The ACT Land Titles Office; or
- (vii) The ACT Revenue Office,

In accordance with any direction by a Government Department or Authority or company policy; or

(b) When the Buyer or the Seller is not able to attend any of the places of business listed in clause 11.2(a) due to being Isolated, in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

11.3 Notice of Closure

(a) Either party to this Contract may invoke clause 11 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

(b) Either party may notify the other party of the end of the Shutdown Period.

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

11.4 Completion extended

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

11.5 Extension of the Notice to Complete

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

11.6 Extension of other notice

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

11.7 Payment of damages

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

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Turner Section 58 Block 2 on Deposited Plan 2591 with 200 units on Unit Plan 4693

Unit 78 (Class A) entitlement 60 of 10000, 4 subsidiaries

Lease commenced on 12/07/2019, terminating on 14/09/2110

Proprietor

Nicola Louise Mackey

54A Ebden Street Ainslie ACT 2602

James Christopher Rowan

54A Ebden Street Ainslie ACT 2602

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
01/11/2024	3347510	Mortgage to ING BANK (AUSTRALIA) LIMITED (ACN: 000 893 292)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201017817	Development Application	28/05/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	12/07/2010

Description

LEASE VARIATION. Vary the purpose clause of the Crown lease by adding community use LIMITED to health facility, non retail commercial LIMITED to a office, residential use LIMITED to multi unit housing and restaurant to a maximum gross floor area of 200 square metres.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201119643	Development Application	16/03/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	27/04/2011

Description
MIXED USE-DEMOLITION. Removal of underground fuel tank.

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Turner Section 58 Block 2 on Deposited Plan 2591 with 200 units on Unit Plan 4693

Lease commenced on 12/07/2019, terminating on 14/09/2110

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4693

Vantage Strata 90/43 Constitution Avenue Reid ACT, 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
03/12/2019	2247527	Application to Note Special Resolution
04/09/2020	3021741	Application to Note Special Resolution
29/01/2026	3433651	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201017817	Development Application	28/05/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	12/07/2010

Description

LEASE VARIATION. Vary the purpose clause of the Crown lease by adding community use LIMITED to health facility, non retail commercial LIMITED to a office, residential use LIMITED to multi unit housing and restaurant to a maximum gross floor area of 200 square metres.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to



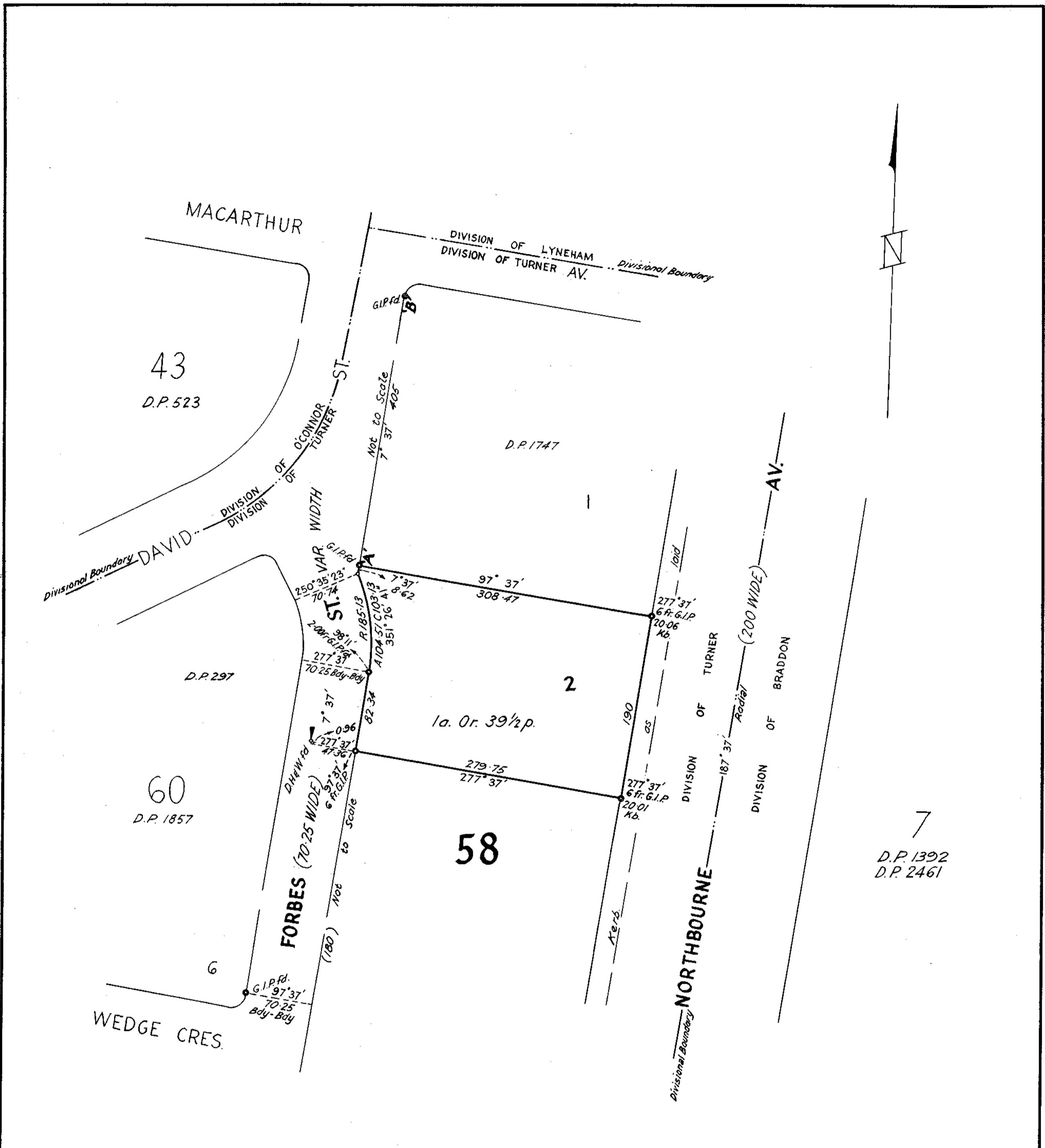
Product	Title Details
Date/Time	02/04/2026 09:49AM
Customer Reference	22128
Order ID	20260402000288
Cost	\$0.00

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201119643	Development Application	16/03/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	27/04/2011

Description

MIXED USE-DEMOLITION. Removal of underground fuel tank.



REFERENCE MARKS

- Denotes G.I.P. in road 6 radially from T.P.
 - ▲ " " C.B. " " 6 " " T.P.
- (Except as otherwise shown)

Azimuth: A-B (Strom)

I, **HOWARD JOHN O'MEARA** of **CANBERRA** a surveyor registered under the Surveyors Ordinance 1967-1970 hereby certify that the survey represented on this plan is accurate and has been made (1) by me (2) ~~under my immediate supervision~~ in accordance with Survey Practice Directions 1970 and was completed on 9 JUNE, 1970.

(Signature) *Howard J O'Meara*

Surveyor registered under the Surveyors Ordinance 1967-1970.

I certify that this plan is the plan prepared in accordance with Section 6 of the Districts Ordinance 1966-1967.

Sheeney
15.1.71
Commonwealth Surveyor-General

PLAN OF
BLOCK 2, SECTION 58

DIVISION: TURNER
DISTRICT: CANBERRA CITY

AUSTRALIAN CAPITAL TERRITORY

Feet 80 40 0 SCALE 80 160 Feet

Field Books: K4912 67/4409

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the *fourth* day of *February* 1971 at *five* minutes past *ten* o'clock in the *fore* noon.

Approved *[Signature]*
Registrar of Titles.

DEPOSITED PLAN
2591



Access Canberra.

LAND TITLES
ACCESS CANBERRA
Directorate



3021741

MUTATION
LATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Vantage Strata	PO BOX 206, Civic Square ACT 2608	1800 878 728

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2414 40	TURNER	58	2	4693

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 29TH JULY 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) -	

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature: <i>Brittany Durand</i>	Signature: <i>Melissa Coles</i>
Full Name (Block Letters) BRITTANY DURAND	Full Name (Block Letters) MELISSA COLES
Address 90/43 CONSTITUTION AVE REID ACT 2612	Address 90/43 CONSTITUTION AVE REID ACT 2612
Office Held STRATA MANAGER	Office Held OFFICE MANAGER

OFFICE USE ONLY			
Lodged by	<i>GA</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>GA</i>		
Registered by	<i>GA</i>	Registration Date	1 SEP 2020

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 4693

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 29 July 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 and attach details to the notice]

Date of decision	Full text of reduced quorum decision
29/07/2020	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.

2

04/08/2020

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

Buitoni Duand



[†] 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 UP 4693 "ON FORBES"
217 NORTHBOURNE AVENUE, TURNER 2612**

<u>Venue:</u>	Electronic 'Zoom' meeting in accordance with the Public Health (Emergency) Declaration 2020
<u>Date:</u>	Wednesday, 29 July 2020
<u>Time:</u>	5:00pm
<u>Present:</u>	L Dowler (Units 9), H Lim (Unit 13), S Focarile (Unit 17), S Tian (Unit 24), A Petrov (Unit 32), B Armstrong (Unit 35), H Lee (Unit 38), D Jones-Virma (Unit 48), D Leahy (Unit 50), C Langbridge (Unit 51), G Lai (Unit 54), B Nobbs (Unit 55), S Narayan (Unit 69), H Lee (Unit 71), S Laha (Unit 75), H Yeap (Unit 87), V Ivanets (Unit 88), W Bingham (Unit 90), R Whittaker (Unit 105), S Byrne (Unit 125), C Corcoran (Unit 126), Y Tshoko (Unit 131), D Brigden (Unit 137), H Davies (Unit 141), M Douglas (Unit 149), R Pietsch (Unit 150), L & V Raddon (Unit 152), R & E Miles (Unit 153), L Nagaslaeva (Unit 157), H Patton (Unit 187), S Robertson (Unit 198), J Sykes-Rose (Unit 199) and K Pindsle & A MacLaurin (Unit 200)
<u>Proxies:</u>	Australian Capital Territory Units 12, 25, 64, 76, 81, 119, 165 and 177, C Racsko (Unit 39), A Deepak (Unit 43) and K Popova (Unit 56)
<u>Absentee Vote:</u>	L Stofmeel (Unit 93), C Ecuyer (Unit 116), M Foster (Unit 122), J Dai & Y Sun (Unit 173) and E Cusack (Unit 176)
<u>Apologies:</u>	Nil
<u>In Attendance:</u>	B Durand and J Malcolm (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, 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. Considering that a standard quorum was not present at 5:30pm, the meeting proceeded with general discussion. The meeting officially opened at 5:35pm.

CHAIRPERSON

H Davies (Unit 141) undertook the role of Chair and following a general discussion.



ADOPTION OF MINUTES

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

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

FINANCES

MOTION 3: *It was resolved that the financial accounts for the period from 12 July 2019 to 11 July 2020 as presented be accepted.*

CARRIED

SINKING FUND REPORT

MOTION 4: *It was resolved that the Sinking Fund Report dated 25 September 2019 be adapted.*

CARRIED

BUDGET DISCUSSION

Administration Fund Budget

The proposed budget was debated at length. It was also noted that the 'actual column figures' presented on the budget page did not align with the 'actual figures' due to Building Manager fees being excluded from the proposed budget.

MOTION 5: *It was resolved that the Administration Fund budget of \$ 440,746.90 excluding GST for the period 12 July 2020 to 11 June 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 three equal instalments due on 17 August 2020, 17 December 2020 and 17 April 2021.*

CARRIED

Sinking Fund Plan and Contribution

MOTION 6: *It was resolved that the Owners Corporation adopt the Sinking Fund Forecast in accordance with the report dated 25 September 2019 and that the Sinking Fund budget of \$141,554.60 excluding GST for the period 12 July 2020 to 11 June 2021 be adopted and that a contribution be determined to the Sinking Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by two equal instalments due on 17 August 2020, 17 December 2020 and 17 April 2021.*

CARRIED

EXECUTIVE COMMITTEE

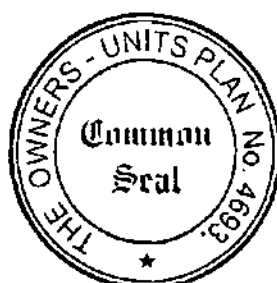
The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

MOTION 7: *It was resolved that the Owners Corporation elects an Executive Committee of seven (7) members. This was unanimously voted in favour of by the attendees.*

CARRIED

Seven (7) positions for the incoming Executive Committee were nominated.

A Petrov (Unit 32), H Lee (Unit 38), D Leahy (Unit 50), L Stofmeel (Unit 93), C Ecuyer (Unit 116), M Douglas (Unit 149) and S Robertson (Unit 198)



Secretarial note: A vote of thanks was given to all previous Executive Committee members for their efforts.

AMENDMENT TO THE HOUSE RULES

MOTION 8: *It was resolved by Special Resolution that the Owners Corporation adopt the proposed Amended House Rules regarding commercial businesses.*

CARRIED

MOTION 9: *It was resolved by Special Resolution that the Owners Corporation adopt the proposed Amended House Rules regarding electronic meetings.*

CARRIED

GENERAL BUSINESS

1. Onsite Building Manager

It was discussed and agreed that an onsite Building Manager will be appointed for a 12 month period as a part-time role as included in the upcoming budget. This includes 5 days a week and 19-20 hours per week. The Building Manager will have a small office space in the basement communications room (basement level 1) located in the middle towards the back. They will hold fobs and remotes onsite, allowing collection from site. The TV remote for the roof top terrace will be held with the Building Manager, including installing lift blankets in the lifts when required. A full copy of the Building Managers scope of works will be available on Building Link.

2. Bykko Bikes

It was discussed and agreed that the Bykko Bikes be removed entirely once the current contract expires. It was noted that the associated costs and space used outweighs the benefits.

3. Pets

It was noted that if there are any concerns of the wellbeing of pets, that this be raised to the attention of the owner of the pet directly.

4. 360 Degree Fire Testing

It was noted that the Strata Manager will discuss with 360 Fire to ensure they provide a couple of days notice prior to undertaking testing, and that they announce when they are undertaking the testing.

5. Internet

It was noted that the internet is transferring to FuzeNet as of 1 August 2020 – J Sykes-Rose (Unit 199) will prepare a list of service providers and a copy will be available online via Building Link.

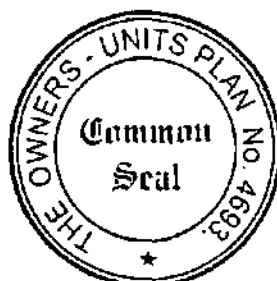
6. Correspondence with the Executive Committee

It was noted that the Executive Committee can be contacted via the Strata Manager, or via the Executive Committee email.

7. Bollards in private parking spaces

It was noted that the Owners can install bollards (at their own cost) within their private allocated parking spaces only.

Meeting closed at 6:35pm



Units Plan 4693, 'On Forbes', 217 Northbourne Avenue, Turner

Owners Corporation Rules

1. Definitions and interpretation

1.1 Definitions

In these rules:

- (a) **Act** means the *Unit Titles (Management) Act 2011* (ACT).
- (b) **Building** means the building constructed on Block 2 Section 58 and includes all car parking, storage and common property.
- (c) **Building Manager** means the person appointed from time to time to manage the Building.
- (d) **Executive Committee** means the executive committee of the owners corporation established under the Act.
- (e) **Executive Committee Representative** means a person authorised in writing by the executive committee under rule 11(d).
- (f) **Manager of the Owners Corporation** means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (g) **Occupier** of a unit includes the unit owner, an occupier, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the unit owner. The occupier of a unit is bound by each rule as if they are the owner of the unit.
- (h) **Owners Corporation** means the owners corporation established for the units plan for the Building.
- (i) **Policy** means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 25.
- (j) **Territory** means the Australian Capital Territory.
- (k) **Unit** includes a unit subsidiary.
- (l) **Unit owner** means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) **Vehicle** means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.



Units Plan 4693, 'On Forbes', 217 Northbourne Avenue, Turner
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- (l) **Unit owner** means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) **Vehicle** means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.
- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.



- (a) The word "includes" in any form is not a word of limitation.

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

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

4.1 General

- (a) A unit owner shall not, except in accordance with:
- (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,
- erect or alter any structure in or on a unit or common property.
- (b) For the purposes of rule 4:
- (i) erecting or altering a structure includes adding structures onto a unit or common property, altering of a unit or common property and fixing things to a unit or common property; and
 - (ii) erecting or altering a structure does not include cosmetic changes to a unit or common property that do not attach to, alter or otherwise impact the Building.
- (c) A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.

4.2 Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, unit owners must not:
- (i) install fly screens or security screens on the unit balcony or unit entry doors; or
 - (ii) not make any alteration or modification to their unit or balcony doors or windows (including the installation of deadlocks), without



the prior written permission given by the Executive Committee on behalf of the Owners Corporation.

- (b) If requested by the Manager of the Owners Corporation or Executive Committee, a unit owner must, at their own cost, obtain and provide the owners corporation with a fire consultant's report in relation to the effect that:
 - (i) a proposed erection or alteration of a structure in or on their unit; or
 - (ii) a proposed change in use of a unit,will have on the Building's fire safety systems.
- (c) A unit owner or occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.
- (d) A unit owner or occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

5. Use of common property

- (a) 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 of another unit.
- (b) Specifically, a unit owner must not:
 - (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) 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.

6. Use of unit—hazardous use

- (a) A unit owner must not use a unit, or permit it to be used, so as to cause a hazard to an owner of another unit.
- (b) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.



7. Use of unit—nuisance or annoyance

- (a) 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 or occupier of another unit.
- (b) A dispute between unit owners as to out whether a use causes a nuisance or substantial annoyance to an owner of another unit may be referred to the Executive Committee for determination.
- (c) This rule does not apply to the use of a unit if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the Owners Corporation.

8. Noise

8.1 General

- (a) A unit owner must not make, or permit to be made, such a noise:
 - (i) within the unit; or
 - (ii) within common property ,as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner of another unit.
- (b) 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, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the owners corporation.

8.2 Floor coverings

- (a) A unit owner must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) A unit owner must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless:
 - (i) the Executive Committee has provided permission in writing, where:
 - A. permission may be withheld in its absolute discretion; and



- B. permission may be given subject to stated conditions; and
- (ii) timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.

9. Use of unit—Illegal

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

10. Election of Executive Committee

10.1 Membership

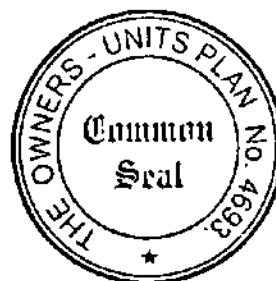
- (a) The Executive Committee will generally consist of between 3 and 7 unit owners (**members**).
- (b) Members of the Executive Committee will be elected pursuant to rules 10.2 and 10.3 at each Annual General Meeting (**AGM**) of the Owners Corporation, and hold office from directly after the AGM until:
 - (i) the next AGM of the Owners Corporation;
 - (ii) they cease to be a unit owner; or
 - (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).

10.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee shall notify unit owners:
 - (i) that nominations to be members of the Executive Committee are open;
 - (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
 - (iii) the date and time when nominations close (**the nomination period**).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 10.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

10.3 Election

- (a) ***Should less than 3 nominations be received:***
 - (i) When providing unit owners with notice of the next AGM the current Executive Committee shall notify unit owners that an



insufficient amount of nominations were received and the nomination period is extended until the AGM;

(ii) **At the AGM:**

- A. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);
- B. If between 3 and 7 nominations are received, unit owners shall elect these nominees to the new Executive Committee by ordinary resolution;
- C. If more than 7 nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined in Rule 10.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;
- D. If less than 3 nominations are received at the AGM, members of the current Executive Committee shall be deemed to be nominated, and unit owners shall elect the new Executive Committee by ordinary resolution.

(b) ***Between 3 and 7 nominees received:***

- (i) At the AGM unit owners shall elect these nominees to the new Executive Committee by ordinary resolution.

(c) ***More than 7 nominations received:***

- (i) When providing unit owners with notice of the AGM, the current Executive Committee shall provide unit owners with:

- A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and
- B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:
 - 1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 39, and further voting at the AGM in person; and
 - 2) with a ballot that allows for unit owners to indicate their preference for seven nominees.

- (ii) At the AGM, the current Executive Committee must count the votes of the unit owners (obtained through all methods of voting). The seven nominees with the largest number of votes will be elected members of the new Executive Committee.

- A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, unit owners shall vote at the AGM to decide



which of the nominees are to be elected to the new Executive Committee; and

- B. If less than 3 nominees receive votes, a further round of voting shall be held at the AGM. Nominees who have received votes must be removed from the vote, and unit owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.
- (iii) Unit owners shall elect successful nominees to the new Executive Committee by ordinary resolution.
- (d) All unit owners must be notified of the unit owners elected to be the new Executive Committee in the minutes of the AGM.

11. What may an Executive Committee Representative do?

- (a) An Executive Committee Representative may do any of the following in relation to a unit at all reasonable times:
- (i) if the committee has reasonable grounds for suspecting that there is a contravention of the Act, relative legislation or the rules in relation to a unit—inspect the unit to investigate the breach;
 - (ii) access the unit to carry out any maintenance on common property required under the Act or these rules;
 - (iii) attend to anything else the Owners Corporation is required to do under the Act or these rules.
- (b) An Executive Committee Representative may enter a unit and remain in the unit for as long as is necessary to carry out the actions g mentioned in paragraph 11(a).
- (c) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in paragraph 11(a) unless:
- (i) the Executive Committee or the Executive Committee Representative has obtained consent from the owner and has given the owner of the unit reasonable written notice (not less than 7 days) of their intention to carry out the action mentioned in paragraph 11(a); or
 - (ii) in the case of an emergency, an Executive Committee Representative, may access the unit without consent if it is essential that the action be done without notice. Examples of an emergency are 1) water flowing from one unit into another and causing damage 2) an external glass window is dislodged and likely to fall, these examples are not exhaustive and may extend.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

12. Seal of Owners Corporation



12.1 Sealing of documents

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

- (a) the seal must be attached by decision of the Executive Committee; and
- (b) the seal must be attached in the presence of 2 members of the Executive Committee; and
- (c) the members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

12.2 Manager may affix seal

The common seal may be attached to:

- certificates under section 119 of the Act and
- reduced quorum notices,

by the Manager of the Owners Corporation without following the procedure in rule 12.1.

13. Damage to common property

- (a) A unit owner must not wilfully damage any part of the common property.
- (b) The costs of the Owners Corporation in rectifying any such damage under rule 13(a) shall become a debt payable by the unit owner to the Owners Corporation on demand.

14. Vehicles

14.1 Parking of vehicles

- (a) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- (b) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.
- (c) 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:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee
- (d) Visitors Parking spaces are primarily for the use of visitors to the complex and are intended for 'short term stays' only. Any 'long term stays' require written approval from the Executive Committee in terms of (c) (i) and (ii) above.



14.2 Use of vehicle spaces

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

14.3 Leasing of Car Spaces

- (a) 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.

15. Balconies and Windows

- (a) A unit owner may erect a clotheshorse or rack on a balcony when it is below the height of the balcony surround or railing and not visible from the outside the Building, or from other units. However, a unit owner must not:
 - (i) store possessions not usually situated on a balcony on the balcony; or
 - (ii) erect a screen, awning, pergola or other item on the balcony,
 - (iii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings;so they are visible from outside the Building, or from other units.
- (b) This rule does not apply to a unit owner's use of a balcony if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.

15.2 Window treatments

- (a) A unit owner must ensure that window treatments used in their units (such as blinds, curtains, drapes etc.) are only coloured white, cream, grey or black when viewed from outside the unit, unless otherwise approved by the Executive Committee.
- (b) Windows adjacent to the entry of a unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A unit owner must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat and tidy condition.
- (b) A unit owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:



- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the unit owner to ensure that the cleaning process does not allow water to run/drip onto the balcony or penetrate into, the unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other unit owners).
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the unit owner to the Owners Corporation on demand, in accordance with rule 13.

17. Smoking

- (a) 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.
- (b) 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.

18. Air Conditioning

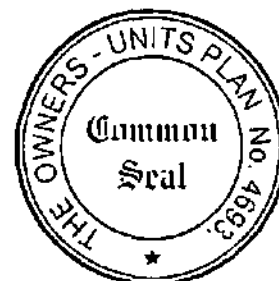
18.1 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system in the unit is the property of the unit owner.
- (b) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1 Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the *Domestic Animals Act 2000* (ACT).



- (b) For the avoidance of doubt any damage to common property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2 No animals unless permitted

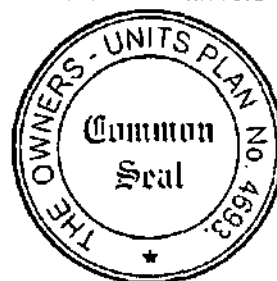
- (a) An animal may only be kept in a unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a unit owner must make a written application to the Executive Committee prior to keeping the animal in the Unit; and
 - (ii) permission may be given subject to stated conditions.
- (b) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other unit owners, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The unit owner must remove the animal within 30 days of permission being withdrawn.

19.3 Animals and Common Property

- (a) A unit owner must:
 - (i) ensure animals cannot be heard by other unit owners outside the unit (*particularly at night*);
 - (ii) keep all animals within the unit, except when it is being taken into or out of the unit;
 - (iii) the animal to be caged or on a leash when it is being taken into or out of the unit or traversing common property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the common property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean these areas that have been soiled by the animal.

20. Planter Boxes & Plants

- (a) A unit owner is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.
- (b) It is the responsibility of the unit owner to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.
- (c) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall be payable by the unit owner to the Owners Corporation on demand in accordance with rule 13.



21. Provision of amenities or services

21.1 Amenities and Services

- (a) The Owners Corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the units, or the unit owners:
- (i) window cleaning;
 - (ii) electricity, water or gas supply;
 - (iii) telecommunication services (e.g. internet or cable television); and
 - (iv) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 21.1 to provide an amenity or service to a unit or to the unit owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

21.2 Access

- (a) The Owners Corporation may require access and authorise persons to enter into a unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on common property and unit owners must give access to their unit on reasonable notice for these purposes.

22. Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

23. Security

23.1 Security Keys & Tags

- (a) The Owners Corporation may restrict access to parts of the common property so that they are accessible only by use of a security card or key or other security device.
- (b) If a unit owner leases or licences the unit, there must be included a requirement in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Owners Corporation when they vacate the unit.
- (c) A unit owner must not copy any security card or key or other security device.



- (d) Security cards or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a unit owner must pay for any additional or replacement card or key or device.

23.2 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio visual surveillance or security equipment for the security of the building.
- (b) A unit owner must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

23.3 Security of Common Property

- (a) A unit owner must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use; and
 - (ii) reporting the loss of any security card or key or other security device.

24. Fire Control & Building Policies

- (a) The unit owner must comply with all relevant laws about fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The unit owner must, on reasonable notice, if applicable provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.

25. Policies

- (a) The Executive Committee on behalf of the Owners Corporation may from time to time develop Policies to give effect to the Act and these rules.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies shall have the same force and effect as if they were part of these Rules.

26. Signage and Advertising

- (a) Unit owners are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, where:



- (i) permission may be given subject to stated conditions.
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee .
- (b) Subject to rule 26(a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
- (i) the antennas are servicing the whole building; or
 - (i) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

28. Recovery of legal fees

If the Executive Committee on behalf of the Owners Corporation or the Owners Corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the Owners Corporation), the unit owner shall be liable to pay to the owners corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the unit owner.

29. Overloading of balconies & floors

- (a) A unit owner must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the common property and their unit.

30. Moves In/Out of Unit

30.1 Notice

- (a) A unit owner or their agent must provide the Manager of the Owners Corporation with 3 business days' notice of persons moving in or out of a unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and where possible parking for removalist vehicles can be arranged.

30.2 Protection Materials

- (a) The Owners Corporation shall provide where possible s internal coverings for the lift interiors for use by removalists and persons moving in or out of a unit.



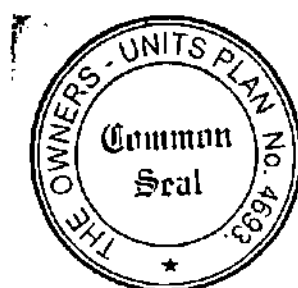
- (b) Unit owners shall ensure that removalists and persons moving in or out of a unit utilise protection materials when moving possessions through the common property.

30.3 Damage

- (a) Any damage caused to common property must be repaired at the unit owner's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s .

31. Rubbish Disposal

- (a) A unit owner must:
- (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;
 - (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
 - (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property is removed and that the area is cleaned ; and
 - (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area.
 - (vi) In the case of a building where it is equipped with waste chutes, ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute.
- (b) Unit owners must comply with the directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
- (c) Nothing in this rule 31 requires a unit owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (d) Despite this rule 31, a unit owner must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.



- (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a unit owner contrary to this rule 31 shall be a debt payable by the unit owner to the Owners Corporation on demand.

32. Storage Areas

A unit owner shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store in the storage area of the unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases or other material used or intended to be used for domestic purposes in the unit.
- (b) be responsible for the repair of any damage caused to the storage area of the unit and common property as the result of the use of the storage area: and
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is recommended that articles of value are not stored in these areas.
- (e) insure the contents of any storage area / cage / unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.

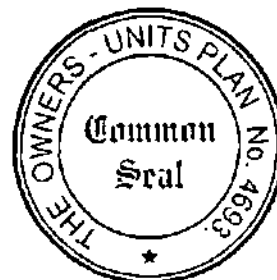
33. Barbeque Facilities

33.1 Common Property

- (a) The barbeque facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the barbeque facilities to the Building Manager or Strata Manager of the Owners Corporation.

33.2 Use

- (a) Use of the barbeque facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Barbeque facilities are only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the barbeque facilities.
- (d) Unit owners using the barbeque facilities must ensure they are left in a clean and tidy condition after use.
- (e) Unit owners use the barbeque facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.



34. Gymnasium

34.1 Common Property

- (a) The gymnasium facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the gymnasium facilities to the Manager of the Owners Corporation.

34.2 Use

- (a) Use of the gymnasium facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Unit owners must ensure they comply with all applicable Territory laws when using the gymnasium facilities.
- (c) Unit owners using the gymnasium facilities must ensure they are left in a clean and tidy condition after use.
- (d) Unit owners must not permit animals in the gymnasium at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

35. Common Rooftop Recreational Area

35.1 Common Property

- (a) The common rooftop recreational area is common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the common rooftop recreational area to the Manager of the Owners Corporation.

35.2 Use

- (a) Use of the common rooftop recreational area is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) The common rooftop recreational area is only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the common rooftop recreational area.
- (d) Unit owners using the common rooftop recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) Unit owners must not permit animals in the common rooftop recreational area at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.



36. Insurance

In the event of an excess being payable on an insurance claim of the Owners Corporation:

- (a) If Executive Committee determines that the cause of the insurance claim was from a unit, the unit owners shall be responsible for the excess; and
- (b) If Executive Committee determines that the cause of the insurance claim was from the common property, the Owners Corporation shall be responsible for the excess.

37. Electronic Notices

- (a) A unit owner shall:
 - (i) provide the Owners Corporation with an email address to contact the unit owners; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

38. Electronic Meetings

38.1 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 participant's 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



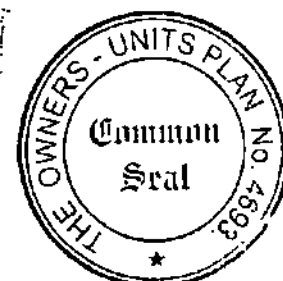
electronic attendance prior to the meeting to allow for practical arrangements to be made.

38.2 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.

39. 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.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.



40. Failure to Comply with Rules

40.1 Entry After Notice

- (a) If the Executive Committee reasonably believes a unit owner or occupier of a unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a unit owner written notice:
 - (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the unit owner with a specified timeframe.
- (b) If a contravention is not remedied by the unit owner within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a unit as per 11 above to do any act that a unit owner should have done under the Act or these rules, but which a unit owner has not done or, in the reasonable opinion of the Executive Committee on behalf of the owners corporation, has not done properly. .
- (c) The Owners Corporation may recover money a unit owner owes it under these rules as a debt payable on demand.
- (d) The rights of the owners corporation under this rule 40.1 are in addition to those that it has under the Act.

40.2 Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 40, the Executive Committee on behalf of the Owners Corporation may charge the unit owner an administrative fee.
- (b) The administrative fee is the amount of [\$200.00].

41. Commercial Businesses

41.1 Use of unit regarding commercial businesses

- (a) A Unit Owner or Occupier must seek approval from the Executive Committee in order to run an appropriate and legal commercial business from the within the unit.
- (b) The type of business to be undertaken is to be authorised by the relevant clauses outlined in the Crown Lease.

41.2 If approved to run a commercial business, a Unit Owner or occupier must:

- (a) Ensure all business is kept within the confines of the unit.
- (b) Under no circumstances are keys/fobs to be stored anywhere on common property or in letterboxes.
- (c) Ensure all visitors abide by the House Rules of the property.
- (d) Under no circumstances are advertisements or signage be placed anywhere on the property.



- (e) Ensure the business that is undertaken does not compromise the buildings insurance and does not compromise the security and safety for all other residents.





Access Canberra.

Chief Minister, 1

LAND TITLES



SR\$2247527

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Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Vantage Strata	PO Box 206 Civic Square ACT 2608	1800878728

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2414 40	TURNER	58	2	4693

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

Owners Corporation rules to be lodged in accordance with the decision made at the annual general meeting held on the 17th October 2019 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) -	

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

Signature <i>Brittany Durand</i>	Signature <i>Melissa Coles</i>
Full Name (Block Letters) BRITTANY DURAND	Full Name (Block Letters) MELISSA COLES
Address 90/43 Constitution Ave REID ACT 2612	Address 90/43 Constitution Ave REID ACT 2612
Office Held STRATA MANAGER	Office Held OFFICE MANAGER

OFFICE USE ONLY

Lodged by <i>[Signature]</i>	Annexures/Attachments <i>x2</i>	Minutes/Resolution/Motion <i>[Signature]</i>
Data entered by <i>[Signature]</i>		
Registered by <i>[Signature]</i>	Registration Date	- 3 DEC 2019

**NOTICE OF THE FIRST ANNUAL GENERAL MEETING OF
THE OWNERS UNITS PLAN NO. 4693 - 'ON FORBES'
217 NORTHBOURNE AVENUE, TURNER, 2612**

Held: Thursday, 17 October 2019 at 5.30pm

Venue: Ainslie Football Club, 52 Wakefield Ave, AINSLIE, ACT, 2602

Present:

L N Dowler	Unit 9	J R Campbell	Unit 123
H N Lim	Unit 13	C J Corcoran	Unit 126
X Sun	Unit 18	H G E Davies	Unit 141
S Tian	Unit 24	M L Douglas	Unit 149
Y Xin	Unit 42	L D & V M Raddon	Unit 152
D C Jones	Unit 48	J Yan	Unit 155
N Yang	Unit 67	L J & C C Allan	Unit 158
R M & E L Mason	Unit 72	X Han	Unit 171
L Stofmeel	Unit 93	J Dai	Unit 173
A L Hayes	Unit 96	G Szivek	Unit 181
R J & M Whittaker	Unit 105	A Jermyn	Unit 189
Y Wang	Unit 108	A J Cameron	Unit 194
P J C Cuevillas	Unit 113	S A Robertson	Unit 198
C C Ecuyer	Unit 116		

Proxy Votes:

S Mazourov	Unit 14 & 59	(IFO Chair)
C I Langbridge	Unit 51	(IFO Chair)
K Popova	Unit 56	(IFO Chair)
S K Chan & KTL Yung	Unit 172	(IFO Chair)

Absentee Votes:

A Petrov	Unit 32	(All in Favour)
R Richards	Unit 105	(All in Favour)
M Foster	Unit 122	(Against Motion 2, Abstain Motion 6)
J Park	Unit 146	(All in Favour)
E M Cusack	Unit 176	(All in Favour)

In Attendance: V Merkoureas, C Miller, A Taylor & B Durand 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.

In order to comply with the requirement of the Unit Titles Management Act i.e. for the meeting to wait 30 minutes before proceeding as a reduced quorum meeting, the Owners agreed that general business would be discussed while waiting for the 30 minutes to lapse.



MEETING FORMALITIES

MOTION 1:

It was resolved that the Owners Corporation appoint M L Douglas (Unit 149) as chairperson for the purpose of chairing the First Annual General Meeting.

CARRIED

Proxies and Absentee Votes

These were accepted.

INAUGURAL MINUTES

The inaugural meeting minutes held by the original owner and the managing agent have been circulated to owners.

INSURANCE

The Strata Manager stated that the insurance renewal date is 30 September 2020. The policy is currently with Chubb, the cover amount being \$50,500,000.00 as detailed in the meeting papers. It was noted that an Insurance Valuation had been approved at the Inaugural Meeting and that this would be considered by the incoming Executive Committee. Owners were also reminded that the insurance policy covered the *building* only, not *contents* and that owners need to arrange their own contents insurance and any other insurance they may deem necessary.

MOTION 3:

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

FINANCES

It was noted that the financials were presented for the period 12/07/19 to 30/09/19. Financials for a full 12 month period would be presented at the next AGM. It was confirmed that owners are updated on the financials and the budget annually at the AGM while the Executive Committee would review the finances at each of their meetings.

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 cashflow 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 4:

That the Owners Corporation resolve by special resolution to authorise the Manager, in consultation with the Executive Committee, to seek and secure funding for any outstanding bills if necessary, to ensure the successful continued functioning of the Corporation, until funds are raised at a General Meeting of Owners.



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). Seven (7) owners nominated for the Executive Committee.

MOTION 5:

That the Owners Corporation elects the following seven (7) owners to the Executive Committee: A Petrov (Unit 32), R M Mason (Unit 72), C C Ecuyer (Unit 116), H Davies (Unit 141), M L Douglas (Unit 149), S A Robertson (Unit 198), G Szivek (Unit 181).

CARRIED

RULES

The set of Rules suggested by Vantage Strata responding to the specific needs of the buildings and Owners Corporation were discussed and amendments made as follows:

Section	Amendment
Rule 15.1 (a)	Remove Rule 15.1(a)
Rule 19.2 (b)	Remove Rule 19.2 (b)
Rule 19.3 (b)	Remove Rule 19.3 (b)

MOTION 6 (AMENDED):

That the Owners Corporation resolves, by Special Resolution to adopt and adhere to the Owners Corporations rules, as amended, as the Rules of the Owners Corporation, which will supersede and replace all other Rules previously in force.

CARRIED
(No Dissent Noted)

CONTRACTS / SERVICE AGREEMENTS

MOTION 7:

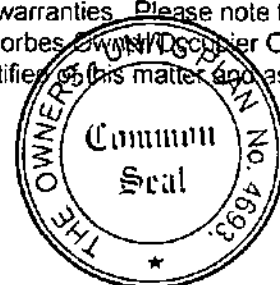
It was resolved that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal and appoint new contractors as needed, after following a competitive tender process.

CARRIED

GENERAL BUSINESS

CCTV/Security Items - The installation of CCTV in the bin enclosure/basements and other security items were raised by an owner present. It was noted that the current budget did not have an allocation for these works though it was agreed that the Executive Committee obtain quotes for consideration at the next Annual General Meeting and/or that a General Meeting be held earlier should security become an issue at the complex.

Emergency Contacts (Leaking Incident) - It was raised by owners present that a unit in the complex recently experienced a flood after hours. The owners of the unit contacted the Vantage Strata After Hours number who advised that, due to this being part of the developer liability period, the original builders plumber would need to be contacted. Due to the builders and/or plumbers not being able to be contacted, Vantage Strata arranged for a plumber to attend to the leak along with the cleaners to assist in the clean-up. Vantage Strata advised that whilst this may create a delay, it is recommended that this procedure continue to be followed during the Developer Liability Period in order to avoid voiding any warranties. Please note that a list of all of the original contractors can be found under Section 3.8 in the On Forbes Owners Corporation Operation Manual (also located in the BuildingLink Library). The insurer has been notified of this matter and assessors are currently conducting repairs to the unit.



Traffic Mirrors - It was noted that quotes install convex/traffic mirrors in the basement car parks were currently being obtained for consideration by the developers.

Installation of Bike Racks in B1 - It was agreed that quotes be obtained for consideration by the Executive Committee.

Servicing of Airconditioning Units and Gas Flow Meters - It was noted that items that only service an individual unit are an owners responsibly to maintain. As such, it was agreed that the Executive Committee obtain quotes from contractors to have these items serviced in bulk, (on an opt in opt out basis), with each individual unit to be invoiced directly.

Sensor Lights in Basement - It was raised that the sensor lights in the basement car parks did not activate early enough and were an OH&S issue. It was agreed that the Managing Agent contact the original installer/contractor regarding this issue.

Entry Doors – It was noted that the entry/foyer doors at the complex needed to be pulled shut. It was agreed that the Managing Agent send a notice to all residents advising them of this and that quotes to install door closers be obtained for consideration by the Executive Committee.

Embedded Network - It was noted that multiple owners were concerned regarding the fact that the current embedded network system with OC Energy provided little choice for residents when it came to their gas/electricity and internet providers. The Owners Corporation was informed that there were multiple supplier options available though these providers would need to opt in with OC Energy.

Common Area Defects Report - Due to multiple concerns raised regarding the common areas by owners present at the meeting, the Managing Agents recommended that the Owners Corporation consider obtaining a common property defects report by an independent consultant. It was agreed that the Executive Committee obtain quotes and that a General Meeting be held to raise funds to proceed with the report if required.

There was no further business to discuss and the Chair declared the meeting closed at 7.10pm.



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 4693

A2 General meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made— 17 October 2019

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
17.10.2019	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.

17.10.2019

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



A handwritten signature in black ink, appearing to be "M. M. M." or similar.

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

BI What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**Units Plan 4693, 'On Forbes', 217 Northbourne Avenue, Turner
Owners Corporation Rules**

1. Definitions and interpretation

1.1 Definitions

In these rules:

- (a) *Act* means the *Unit Titles (Management) Act 2011* (ACT).
- (b) *Building* means the building constructed on Block 2 Section 58 and includes all car parking, storage and common property.
- (c) *Building Manager* means the person appointed from time to time to manage the Building.
- (d) *Executive Committee* means the executive committee of the owners corporation established under the Act.
- (e) *Executive Committee Representative* means a person authorised in writing by the executive committee under rule 11(d).
- (f) *Manager of the Owners Corporation* means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (g) *Occupier* of a unit includes the unit owner, an occupier, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the unit owner. The occupier of a unit is bound by each rule as if they are the owner of the unit.
- (h) *Owners Corporation* means the owners corporation established for the units plan for the Building.
- (i) *Policy* means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 25.
- (j) *Territory* means the Australian Capital Territory.
- (k) *Unit* includes a unit subsidiary.
- (l) *Unit owner* means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) *Vehicle* means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.
- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.
- (a) The word "includes" in any form is not a word of limitation.



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

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

4.1 General

- (a) A unit owner shall not, except in accordance with:
 - (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,erect or alter any structure in or on a unit or common property.
- (b) For the purposes of rule 4:
 - (i) erecting or altering a structure includes adding structures onto a unit or common property, altering of a unit or common property and fixing things to a unit or common property; and
 - (ii) erecting or altering a structure does not include cosmetic changes to a unit or common property that do not attach to, alter or otherwise impact the Building.
- (c) A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.

4.2 Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, unit owners must not:
 - (i) install fly screens or security screens on the unit balcony or unit entry doors; or
 - (ii) not make any alteration or modification to their unit or balcony doors or windows (including the installation of deadlocks), without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.



- (b) If requested by the Manager of the Owners Corporation or Executive Committee, a unit owner must, at their own cost, obtain and provide the owners corporation with a fire consultant's report in relation to the effect that:
 - (i) a proposed erection or alteration of a structure in or on their unit; or
 - (ii) a proposed change in use of a unit,
 will have on the Building's fire safety systems.
- (c) A unit owner or occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.
- (d) A unit owner or occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

5. Use of common property

- (a) 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 of another unit.
- (b) Specifically, a unit owner must not:
 - (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) 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.

6. Use of unit—hazardous use

- (a) A unit owner must not use a unit, or permit it to be used, so as to cause a hazard to an owner of another unit.
- (b) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

7. Use of unit—nuisance or annoyance

- (a) 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 or occupier of another unit.

A dispute between unit owners as to out whether a use causes a nuisance or substantial annoyance to an owner of another unit may be referred to the Executive Committee for determination.



- (c) This rule does not apply to the use of a unit if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the Owners Corporation.

8. Noise

8.1 General

- (a) A unit owner must not make, or permit to be made, such a noise:
 - (i) within the unit; or
 - (ii) within common property ,as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner of another unit.
- (b) 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, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the owners corporation.

8.2 Floor coverings

- (a) A unit owner must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) A unit owner must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless:
 - (i) the Executive Committee has provided permission in writing, where:
 - A. permission may be withheld in its absolute discretion; and
 - B. permission may be given subject to stated conditions; and
 - (ii) timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.



9. Use of unit—Illegal

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

10. Election of Executive Committee

10.1 Membership

- (a) The Executive Committee will generally consist of between 3 and 7 unit owners (members).
- (b) Members of the Executive Committee will be elected pursuant to rules 10.2 and 10.3 at each Annual General Meeting (AGM) of the Owners Corporation, and hold office from directly after the AGM until:
 - (i) the next AGM of the Owners Corporation;
 - (ii) they cease to be a unit owner; or
 - (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).

10.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee shall notify unit owners:
 - (i) that nominations to be members of the Executive Committee are open;
 - (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
 - (iii) the date and time when nominations close (the nomination period).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 10.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

10.3 Election

- (a) *Should less than 3 nominations be received:*
 - (i) When providing unit owners with notice of the next AGM the current Executive Committee shall notify unit owners that an insufficient amount of nominations were received and the nomination period is extended until the AGM;
 - (ii) At the AGM:
 - A. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);
 - B. If between 3 and 7 nominations are received, unit owners shall elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined



in Rule 10.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;

- D. If less than 3 nominations are received at the AGM, members of the current Executive Committee shall be deemed to be nominated, and unit owners shall elect the new Executive Committee by ordinary resolution.

(b) ***Between 3 and 7 nominees received:***

- (i) At the AGM unit owners shall elect these nominees to the new Executive Committee by ordinary resolution.

(c) ***More than 7 nominations received:***

- (i) When providing unit owners with notice of the AGM, the current Executive Committee shall provide unit owners with:

A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and

B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:

- 1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 39, and further voting at the AGM in person; and
- 2) with a ballot that allows for unit owners to indicate their preference for seven nominees.

- (ii) At the AGM, the current Executive Committee must count the votes of the unit owners (obtained through all methods of voting). The seven nominees with the largest number of votes will be elected members of the new Executive Committee.

A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, unit owners shall vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee; and

B. If less than 3 nominees receive votes, a further round of voting shall be held at the AGM. Nominees who have received votes must be removed from the vote, and unit owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.

- (iii) Unit owners shall elect successful nominees to the new Executive Committee by ordinary resolution.

- (d) All unit owners must be notified of the unit owners elected to be the new Executive Committee in the minutes of the AGM.



11. What may an Executive Committee Representative do?

- (a) An Executive Committee Representative may do any of the following in relation to a unit at all reasonable times:
- (i) if the committee has reasonable grounds for suspecting that there is a contravention of the Act, relative legislation or the rules in relation to a unit—inspect the unit to investigate the breach;
 - (ii) access the unit to carry out any maintenance on common property required under the Act or these rules;
 - (iii) attend to anything else the Owners Corporation is required to do under the Act or these rules.
- (b) An Executive Committee Representative may enter a unit and remain in the unit for as long as is necessary to carry out the actions mentioned in paragraph 11(a).
- (c) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in paragraph 11(a) unless:
- (i) the Executive Committee or the Executive Committee Representative has obtained consent from the owner and has given the owner of the unit reasonable written notice (not less than 7 days) of their intention to carry out the action mentioned in paragraph 11(a); or
 - (ii) in the case of an emergency, an Executive Committee Representative, may access the unit without consent if it is essential that the action be done without notice. Examples of an emergency are 1) water flowing from one unit into another and causing damage 2) an external glass window is dislodged and likely to fall, these examples are not exhaustive and may extend.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

12. Seal of Owners Corporation

12.1 Sealing of documents

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

- (a) the seal must be attached by decision of the Executive Committee; and
- (b) the seal must be attached in the presence of 2 members of the Executive Committee; and
- (c) the members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

12.2 Manager may affix seal

The common seal may be attached to:

- certificates under section 119 of the Act and
- reduced quorum notices,



by the Manager of the Owners Corporation without following the procedure in rule 12.1.

13. Damage to common property

- (a) A unit owner must not wilfully damage any part of the common property.
- (b) The costs of the Owners Corporation in rectifying any such damage under rule 13(a) shall become a debt payable by the unit owner to the Owners Corporation on demand.

14. Vehicles

14.1 Parking of vehicles

- (a) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- (b) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.
- (c) 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:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee
- (d) Visitors Parking spaces are primarily for the use of visitors to the complex and are intended for 'short term stays' only. Any 'long term stays' require written approval from the Executive Committee in terms of (c) (i) and (ii) above.

14.2 Use of vehicle spaces

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

14.3 Leasing of Car Spaces

- (a) 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.

15. Balconies and Windows



A unit owner may erect a clotheshorse or rack on a balcony when it is below the height of the balcony surround or railing and not visible from the outside the Building, or from other units. However, a unit owner must not:

- (i) store possessions not usually situated on a balcony on the balcony; or
- (ii) erect a screen, awning, pergola or other item on the balcony,

- (iii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings;

so they are visible from outside the Building, or from other units.

- (b) This rule does not apply to a unit owner's use of a balcony if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.

15.2 Window treatments

- (a) A unit owner must ensure that window treatments used in their units (such as blinds, curtains, drapes etc.) are only coloured white, cream, grey or black when viewed from outside the unit, unless otherwise approved by the Executive Committee.
- (b) Windows adjacent to the entry of a unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A unit owner must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat and tidy condition.
- (b) A unit owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the unit owner to ensure that the cleaning process does not allow water to run/drip onto the balcony or penetrate into, the unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other unit owners).
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the unit owner to the Owners Corporation on demand, in accordance with rule 13.

17. Smoking

- (a) 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.
- (b) 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.



18. Air Conditioning

18.1 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system in the unit is the property of the unit owner.
- (b) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1 Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the *Domestic Animals Act 2000 (ACT)*.
- (b) For the avoidance of doubt any damage to common property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2 No animals unless permitted

- (a) An animal may only be kept in a unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a unit owner must make a written application to the Executive Committee prior to keeping the animal in the Unit; and
 - (ii) permission may be given subject to stated conditions.
- (b) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other unit owners, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The unit owner must remove the animal within 30 days of permission being withdrawn.



19.3 Animals and Common Property

- (a) A unit owner must:
- (i) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
 - (ii) keep all animals within the unit, except when it is being taken into or out of the unit;
 - (iii) the animal to be caged or on a leash when it is being taken into or out of the unit or traversing common property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the common property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean these areas that have been soiled by the animal.

20. Planter Boxes & Plants

- (a) A unit owner is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.
- (b) It is the responsibility of the unit owner to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.
- (c) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall be payable by the unit owner to the Owners Corporation on demand in accordance with rule 13.

21. Provision of amenities or services

21.1 Amenities and Services

- (a) The Owners Corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the units, or the unit owners:
 - (i) window cleaning;
 - (ii) electricity, water or gas supply;
 - (iii) telecommunication services (e.g. internet or cable television); and
 - (iv) gardening services.

If the Owners Corporation makes a resolution referred to in rule 21.1 to provide an amenity or service to a unit or to the unit owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.



21.2 Access

- (a) The Owners Corporation may require access and authorise persons to enter into a unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on common property and unit owners must give access to their unit on reasonable notice for these purposes.

22. Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

23. Security

23.1 Security Keys & Tags

- (a) The Owners Corporation may restrict access to parts of the common property so that they are accessible only by use of a security card or key or other security device.
- (b) If a unit owner leases or licences the unit, there must be included a requirement in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Owners Corporation when they vacate the unit.
- (c) A unit owner must not copy any security card or key or other security device.
- (d) Security cards or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a unit owner must pay for any additional or replacement card or key or device.

23.2 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio visual surveillance or security equipment for the security of the building.
- (b) A unit owner must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

23.3 Security of Common Property

- (a) A unit owner must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use; and
 - (ii) reporting the loss of any security card or key or other security device.



24. Fire Control & Building Policies

- (a) The unit owner must comply with all relevant laws about fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The unit owner must, on reasonable notice, if applicable provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.

25. Policies

- (a) The Executive Committee on behalf of the Owners Corporation may from time to time develop Policies to give effect to the Act and these rules.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies shall have the same force and effect as if they were part of these Rules.

26. Signage and Advertising

- (a) Unit owners are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, where:
 - (i) permission may be given subject to stated conditions.
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee .
- (b) Subject to rule 26(a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
 - (i) the antennas are servicing the whole building; or
 - (i) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

28. Recovery of legal fees

If the Executive Committee on behalf of the Owners Corporation or the Owners Corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the Owners Corporation), the unit owner shall be liable to pay to the owners corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the unit owner.



29. Overloading of balconies & floors

- (a) A unit owner must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the common property and their unit.

30. Moves In/Out of Unit

30.1 Notice

- (a) A unit owner or their agent must provide the Manager of the Owners Corporation with 3 business days' notice of persons moving in or out of a unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and where possible parking for removalist vehicles can be arranged.

30.2 Protection Materials

- (a) The Owners Corporation shall provide where possible s internal coverings for the lift interiors for use by removalists and persons moving in or out of a unit.
- (b) Unit owners shall ensure that removalists and persons moving in or out of a unit utilise protection materials when moving possessions through the common property.

30.3 Damage

- (a) Any damage caused to common property must be repaired at the unit owner's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s .

31. Rubbish Disposal

- (a) A unit owner must:
- (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;
 - (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
 - (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property is removed and that the area is cleaned ; and
 - (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area.
 - (vi) In the case of a building where it is equipped with waste chutes, ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute.



- (b) Unit owners must comply with the directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
- (c) Nothing in this rule 31 requires a unit owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (d) Despite this rule 31, a unit owner must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
- (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a unit owner contrary to this rule 31 shall be a debt payable by the unit owner to the Owners Corporation on demand.

32. Storage Areas

A unit owner shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store in the storage area of the unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases or other material used or intended to be used for domestic purposes in the unit.
- (b) be responsible for the repair of any damage caused to the storage area of the unit and common property as the result of the use of the storage area: and
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is recommended that articles of value are not stored in these areas.
- (e) insure the contents of any storage area / cage / unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.

33. Barbeque Facilities

33.1 Common Property

- (a) The barbeque facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the barbeque facilities to the Building Manager or Strata Manager of the Owners Corporation.

33.2 Use

- (a) Use of the barbeque facilities is subject to rules 5, 7, 8, 13, 17 of these rules.

Barbeque facilities are only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.

Unit owners must ensure they comply with all applicable Territory laws when using the barbeque facilities.



- (d) Unit owners using the barbeque facilities must ensure they are left in a clean and tidy condition after use.
- (e) Unit owners use the barbeque facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.

34. Gymnasium

34.1 Common Property

- (a) The gymnasium facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the gymnasium facilities to the Manager of the Owners Corporation.

34.2 Use

- (a) Use of the gymnasium facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Unit owners must ensure they comply with all applicable Territory laws when using the gymnasium facilities.
- (c) Unit owners using the gymnasium facilities must ensure they are left in a clean and tidy condition after use.
- (d) Unit owners must not permit animals in the gymnasium at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

35. Common Rooftop Recreational Area

35.1 Common Property

- (a) The common rooftop recreational area is common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the common rooftop recreational area to the Manager of the Owners Corporation.

35.2 Use

- (a) Use of the common rooftop recreational area is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) The common rooftop recreational area is only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the common rooftop recreational area.
- (d) Unit owners using the common rooftop recreational area must ensure that it is left in a clean and tidy condition after use.



- (e) Unit owners must not permit animals in the common rooftop recreational area at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

36. Insurance

In the event of an excess being payable on an insurance claim of the Owners Corporation:

- (a) If Executive Committee determines that the cause of the insurance claim was from a unit, the unit owners shall be responsible for the excess; and
- (b) If Executive Committee determines that the cause of the insurance claim was from the common property, the Owners Corporation shall be responsible for the excess.

37. Electronic Notices

- (a) A unit owner shall:
 - (i) provide the Owners Corporation with an email address to contact the unit owners; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

38. Electronic Meetings

38.1 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 participant's at the meeting.

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.

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.



38.2 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.

39. 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.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.



40. Failure to Comply with Rules

40.1 Entry After Notice

- (a) If the Executive Committee reasonably believes a unit owner or occupier of a unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a unit owner written notice:
 - (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the unit owner with a specified timeframe.
- (b) If a contravention is not remedied by the unit owner within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a unit as per 11 above to do any act that a unit owner should have done under the Act or these rules, but which a unit owner has not done or, in the reasonable opinion of the Executive Committee on behalf of the owners corporation, has not done properly. .
- (c) The Owners Corporation may recover money a unit owner owes it under these rules as a debt payable on demand.
- (d) The rights of the owners corporation under this rule 40.1 are in addition to those that it has under the Act.

40.2 Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 40, the Executive Committee on behalf of the Owners Corporation may charge the unit owner an administrative fee.
- (b) The administrative fee is the amount of [\$200.00].





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LAND TITLES

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094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Vantage Strata	adminsupport@vantagestrata.com.au	530000602	02 61719700

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2414:40	Turner	58	2	4693

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
UP 4693	25/11/2025

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

CERTIFICATION *Delete the inapplicable
 Applicant

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

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

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

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

Signed By: Carmel Maree Fischer
Senior Admin Manager

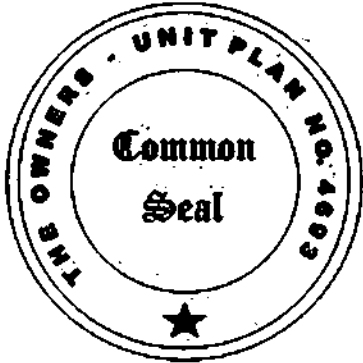


Witnessed By: Jessica Purcell
Receptionist



for: Vantage Strata Pty Ltd

on behalf of the Registered Proprietor/Managing Agent



OFFICE USE ONLY

Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by		Registration Date	LMT - 29/01/2026



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration <small>(Only complete is if requesting transactions not be aggregated)</small>
2414:40	TURNER	58	2	0	

ANNEXURE TO <small>(insert dealing type)</small>	TOTAL NUMBER OF PAGES IN ANNEXURE
094 - SR	31

PARTIES TO DOCUMENT <small>(Please state all parties this annexure relates to/supports)</small>
UP 4693

VOI Sighted X 1

Change of Name by

Authority to Deal HR

ASIC Y

Category 1

Signed by Jen McCauley

Date 20/11/2026



VANTAGE STRATA

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF 4693

On Forbes

Northbourne Avenue 217, TURNER, ACT, 2612

VENUE: Microsoft Teams

DATE: 25th November 2025

TIME: 05:30 PM (Canberra time)

PRESENT:

Lot Number	Attendee	Owner Name
13	Owner - Hsi Nian Lim	Hsi Nian Lim
28	Owner - J A & A M Bruhn	J A & A M Bruhn
38	Owner - Hyo R Lee	Hyo R Lee
70	Owner - Luisa Fernanda Martinez-Escobar	Luisa Fernanda Martinez-Escobar
91	Owner - Tally Tarik	Tally Tarik
109	Owner - Adam James Sturgeon & Chuen Chie Lua	Adam James Sturgeon & Chuen Chie Lua
111	Owner - Shawn Yanyi Liew & Justin James Hutton	Shawn Yanyi Liew & Justin James Hutton
128	Owner - Adam Boyle	Adam Boyle
149	Owner - M J & M L Douglas	M J & M L Douglas
152	Owner - L D & V M Raddon	L D & V M Raddon
162	Owner - Daniel GuriEFF	Daniel GuriEFF
171	Owner - Xinyue Han	Xinyue Han
172	Owner - S K Chan & K T L Yung	S K Chan & K T L Yung
176	Owner - Anastasia Irene Georgiou	Anastasia Irene Georgiou
188	Owner - Luke S McMahon & Emily J Walker	Luke S McMahon & Emily J Walker
198	Owner - Shelley Anne Robertson	Shelley Anne Robertson



APOLOGIES:

Nil

PROXIES:

Lot 172 - S K Chan & K T L Yung

ABSENTEE VOTES:

Nil

ADDITIONAL ATTENDEES:

Deanna Peyton, Senior Strata Manager and Team Leader Vantage Strata

Troy Gowen, Senior Building Manager & Team Leader Vantage Strata

Yanie Annal, 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 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.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that Michael Douglas (Lot 149) be appointed as the chairperson of the meeting.*

The following proxy was accepted:

Lot 172 - S K Chan & K T L Yung IFO W Y Yung

Under a reduced quorum the meeting formally opened for voting at **6:00pm**.

MOTION CARRIED



2. ADOPTION OF MINUTES

Ordinary resolution

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

Owners discussed the item minuted at the last AGM held on 09 September 2024 in relation to the water consumption. T Gowen confirmed that the water use of the cleaners was investigated and confirmed not to be excessive.

MOTION CARRIED

3. INSURANCE

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.*

NO DISSENT NOTED

D Peyton confirmed that the insurance commission for the previous year has been refunded to the Owners Corporation, and that further renewals will not include commission. It was confirmed that the proposed budget figures for insurance commission are less what the expected commission would have been.

Some concern was raised in relation to the insurance renewal process, however D Peyton confirmed that the tender process will always be to approach the full market and to advise the Committee upon renewal of every response. D Peyton was requested to provide a copy of the previous renewal documents to the Committee to confirm if this was the case, and to provide advice as to why only one quote had been received.

Note to the Minutes: Review of the previous renewal documents confirmed that the full market was approached, but that only CHUBB responded due to the claims history.

MOTION CARRIED

4. INSURANCE CLAIMS (New or Outstanding)

There were no new or outstanding insurance claims at the time of the meeting.



5. AUDITED FINANCIALS (Adoption)

Ordinary resolution

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 11/07/2025.

MOTION CARRIED

6. AUDITED FINANCIALS

Ordinary resolution

It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager 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.

MOTION CARRIED

7. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Administration Fund expenditure budget of \$733,193.74 including GST for the period 12/07/2025 to 31/07/2026 be adopted.

Due to the reoccurring issue of the requirement to delay the first levy each year, it was suggested to make amendments to the financial and levy years. These were raised as additional motions as noted below.

Amendment to Financial Year

Special Resolution

It was resolved to amend the financial year end previously 11th July to 31st July.

Amendment to Levy Year

Special Resolution

It was resolved to amend the levy year start previously 12th July to 1st October.

Repairs & Maintenance

It was discussed that certain repairs & maintenance codes such as Electrical, Plumbing and Lift Repairs have budget allowances with differing expenditure over previous years. It was noted that due to the 'as required' nature of the works within these items, it can be challenging to allocate precise budgets for each individual item. However, costs are managed overall, and the total budget remains on track.

Membership Fees

It was advised that the membership fees are for the Owners Corporation Network membership for the complex, which provides all owners with access to resources and advice through the network.

Professional Fees

It was advised that this allowance is made for legal advice if required throughout the year.



MOTION CARRIED

8. ADMIN FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$733,193.74 including GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 05/01/2026, 01/04/2026, 01/06/2026 and 01/09/2026.

Amendment to Levy Year

Special Resolution

It was resolved to amend the levy year start previously 12th July to 1st October.

MOTION CARRIED

9. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Sinking Fund expenditure budget of \$129,926.21 including GST, for the period 12/07/2025 to 31/07/2026 be adopted.

Amendment to Financial Year

Special Resolution

It was resolved to amend the financial year end previously 11th July to 31st July.

The Strata Manager is requested to provide a summary of inclusion in the R & M General Line item including approximate costs.

It was confirmed that the cost for Building Link has been removed and is no longer applicable under the new management fee structure and the use of the new platform, VCC.

MOTION CARRIED

10. SINKING FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution of \$178,315.01 including GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 12/07/2025 to 31/07/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 05/01/2026, 01/04/2026 01/06/2026 and 01/09/2026.

Amendment to Levy Year

Special Resolution

It was resolved to amend the levy year start previously 12th July to 1st October.

MOTION CARRIED



11. INVESTMENT OF FUNDS - ACT

Special resolution

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

NO DISSENT NOTED

MOTION CARRIED

12. COMMON PROPERTY SAFETY REPORT (EC to Review)

Ordinary resolution

It was resolved that the Owners Corporation authorise the Executive Committee to review the Common Property Safety Report prepared by QIA Group Pty Ltd, dated 10/10/2024, and to take all necessary steps to ensure that the recommendations contained in the report are actioned in compliance with applicable legislative and regulatory requirements.

T Gowen advised that quotes for the recommendations are being sought and will be presented to the Committee for review and consideration.

MOTION CARRIED

13. MAINTENANCE PLAN (Review)

Ordinary resolution

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

MOTION CARRIED

14. MAINTENANCE ISSUES

Damaged Lift Panel

The damaged panel in the north tower lift was raised. T Gowen confirmed that an unreasonable quote was received from KONE, and that alternates were currently being sought.

Basement Dumping

T Gowen advised that the dumping in the basement is being monitored, and offending unit are being contacted or charged costs of removal wherever possible.

15. DEFECTS

No discussion or questions were raised under this item.



16. FIRE SAFETY REVIEW

No discussion or questions were raised under this item.

17. DELEGATIONS AND APPOINTMENTS

No discussion or questions were raised under this item.

18. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

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

The gardening, cleaning and hydraulic contracts were expiring shortly, and would be tendered for review of the Committee.

MOTION CARRIED

19. RULES CONSOLIDATED (Adoption and Registration)

Special resolution

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

- a) rescind any existing registered rules.*
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules.*
- c) accept that the updated rules will supersede and replace all other Rules previously in force.*
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.*

NO DISSENT NOTED

MOTION CARRIED



20. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

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

It was agreed to appoint six (6) members to the Executive Committee. The following eligible members were nominated and accepted.

1. Lot 70 Louisa Martinez
2. Unit 91 Tally Tarik
3. Unit 149 M L Douglas
4. Unit 171 Xinyue Han
5. Lot 198 Shelley Anne Robertson
6. Lot 128 Adam Boyle

MOTION CARRIED

21. GENERAL BUSINESS

Sinking Fund Forecast Report

The document was raised as not visible on the VCC portal, which will be rectified by the Strata Manager.

Outgoing Committee

Members expressed gratitude to the 2024/25 Committee.

Carpark Gate Remote Issue

Lot 172 raised issues experienced with the carpark gate. It was clarified that the issue experienced appeared to be in relation to the specific access device. M Douglas recommended first checking if the battery required replacement, and T Gowen advised that access devices on back order are expected to be received in the next 1-2 weeks.

Forbes Street Gardens & Trees

M Douglas confirmed that drought-tolerant plants will be included as part of the considerations of replanting on Forbes Street, as was suggested by A Boyle.

It was noted that the trees at the top section in line with the units are the responsibility of each unit owner to maintain.

CCTV & Security

Some discussion was held in relation to the value of additional CCTV. T Gowen advised that a considerably cheaper quote than budgeted had been obtained at \$13,530.00, and that the additional coverage was for the storage cages not the hallways or unit doors. It was agreed that any decision pertaining to the installation of CCTV was to be brought to all owners for consideration.

Other suggestions for increased storage cage security were raised such as upgraded bolts. A supplier as suggested by A Boyle will be investigated for consideration of obtaining bulk pricing to offer to owners.

Cleaners' Performance

A Boyle raised the potential for cost savings by retendering the cleaning contract given the large expense. T Gowen noted that the performance and scope of the cleaner is adequate, but that the contract is due for renewal January 2026, at which time it will be retendered and provided to the Committee for consideration.



22. MEETING CLOSURE

With no further business to discuss the meeting formally closed at 7:05pm



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 4693

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made—
25/11/2025

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

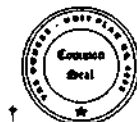
Date of decision	Full text of reduced quorum decision
25/11/2025	See attached Minutes

A4 Owners corporation declaration

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

25/11/2025

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



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



NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

B1 *What is a reduced quorum decision?*

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**Units Plan 4693, 'On Forbes', 217 Northbourne Avenue, Turner
Owners Corporation Rules**

1. Definitions and interpretation

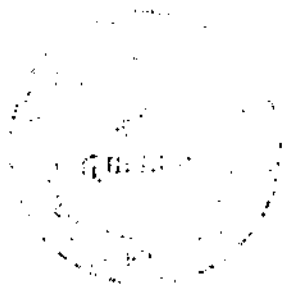
1.1 Definitions

In these rules:

- (a) *Act* means the *Unit Titles (Management) Act 2011* (ACT).
- (b) *Building* means the building constructed on Block 2 Section 58 and includes all car parking, storage and common property.
- (c) *Building Manager* means the person appointed from time to time to manage the Building.
- (d) *Executive Committee* means the executive committee of the owners corporation established under the Act.
- (e) *Executive Committee Representative* means a person authorised in writing by the executive committee under rule 11(d).
- (f) *Manager of the Owners Corporation* means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (g) *Occupier* of a unit includes the unit owner, an occupier, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the unit owner. The occupier of a unit is bound by each rule as if they are the owner of the unit.
- (h) *Owners Corporation* means the owners corporation established for the units plan for the Building.
- (i) *Policy* means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 25.
- (j) *Territory* means the Australian Capital Territory.
- (k) *Unit* includes a unit subsidiary.
- (l) *Unit owner* means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) *Vehicle* means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.
- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.
- (a) The word "includes" in any form is not a word of limitation.



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

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

4.1 General

- (a) A unit owner shall not, except in accordance with:
 - (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,erect or alter any structure in or on a unit or common property.
- (b) For the purposes of rule 4:
 - (i) erecting or altering a structure includes adding structures onto a unit or common property, altering of a unit or common property and fixing things to a unit or common property; and
 - (ii) erecting or altering a structure does not include cosmetic changes to a unit or common property that do not attach to, alter or otherwise impact the Building.
- (c) A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.

4.2 Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, unit owners must not:
 - (i) install fly screens or security screens on the unit balcony or unit entry doors; or
 - (ii) not make any alteration or modification to their unit or balcony doors or windows (including the installation of deadlocks), without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.



- (b) If requested by the Manager of the Owners Corporation or Executive Committee, a unit owner must, at their own cost, obtain and provide the owners corporation with a fire consultant's report in relation to the effect that:
- (i) a proposed erection or alteration of a structure in or on their unit; or
 - (ii) a proposed change in use of a unit,
- will have on the Building's fire safety systems.
- (c) A unit owner or occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.
- (d) A unit owner or occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

5. Use of common property

- (a) 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 of another unit.
- (b) Specifically, a unit owner must not:
- (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) 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.

6. Use of unit—hazardous use

- (a) A unit owner must not use a unit, or permit it to be used, so as to cause a hazard to an owner of another unit.
- (b) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

7. Use of unit—nuisance or annoyance

- (a) 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 or occupier of another unit.
- (b) A dispute between unit owners as to out whether a use causes a nuisance or substantial annoyance to an owner of another unit may be referred to the Executive Committee for determination.



- (c) This rule does not apply to the use of a unit if the Executive Committee has given the owner of the unit written permission for that use, where:
- (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the Owners Corporation.

8. Noise

8.1 General

- (a) A unit owner must not make, or permit to be made, such a noise:
- (i) within the unit; or
 - (ii) within common property ,
- as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner of another unit.
- (b) 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, where:
- (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the owners corporation.

8.2 Floor coverings

- (a) A unit owner must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) A unit owner must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless:
- (i) the Executive Committee has provided permission in writing, where:
 - A. permission may be withheld in its absolute discretion; and
 - B. permission may be given subject to stated conditions; and
 - (ii) timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.

9. Use of unit—Illegal

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



10. Election of Executive Committee

10.1 Membership

- (a) The Executive Committee will generally consist of between 3 and 7 unit owners (**members**).
- (b) Members of the Executive Committee will be elected pursuant to rules 10.2 and 10.3 at each Annual General Meeting (**AGM**) of the Owners Corporation, and hold office from directly after the AGM until:
 - (i) the next AGM of the Owners Corporation;
 - (ii) they cease to be a unit owner; or
 - (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).

10.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee shall notify unit owners:
 - (i) that nominations to be members of the Executive Committee are open;
 - (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
 - (iii) the date and time when nominations close (**the nomination period**).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 10.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

10.3 Election

- (a) *Should less than 3 nominations be received:*
 - (i) When providing unit owners with notice of the next AGM the current Executive Committee shall notify unit owners that an insufficient amount of nominations were received and the nomination period is extended until the AGM;
 - (ii) At the AGM:
 - A. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);
 - B. If between 3 and 7 nominations are received, unit owners shall elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined



in Rule 10.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;

- D. If less than 3 nominations are received at the AGM, members of the current Executive Committee shall be deemed to be nominated, and unit owners shall elect the new Executive Committee by ordinary resolution.

(b) ***Between 3 and 7 nominees received:***

- (i) At the AGM unit owners shall elect these nominees to the new Executive Committee by ordinary resolution.

(c) ***More than 7 nominations received:***

- (i) When providing unit owners with notice of the AGM, the current Executive Committee shall provide unit owners with:

A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and

B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:

1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 39, and further voting at the AGM in person; and

2) with a ballot that allows for unit owners to indicate their preference for seven nominees.

- (ii) At the AGM, the current Executive Committee must count the votes of the unit owners (obtained through all methods of voting). The seven nominees with the largest number of votes will be elected members of the new Executive Committee.

A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, unit owners shall vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee; and

B. If less than 3 nominees receive votes, a further round of voting shall be held at the AGM. Nominees who have received votes must be removed from the vote, and unit owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.

- (iii) Unit owners shall elect successful nominees to the new Executive Committee by ordinary resolution.

- (d) All unit owners must be notified of the unit owners elected to be the new Executive Committee in the minutes of the AGM.



11. What may an Executive Committee Representative do?

- (a) An Executive Committee Representative may do any of the following in relation to a unit at all reasonable times:
- (i) if the committee has reasonable grounds for suspecting that there is a contravention of the Act, relative legislation or the rules in relation to a unit—inspect the unit to investigate the breach;
 - (ii) access the unit to carry out any maintenance on common property required under the Act or these rules;
 - (iii) attend to anything else the Owners Corporation is required to do under the Act or these rules.
- (b) An Executive Committee Representative may enter a unit and remain in the unit for as long as is necessary to carry out the actions g mentioned in paragraph 11(a).
- (c) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in paragraph 11(a) unless:
- (i) the Executive Committee or the Executive Committee Representative has obtained consent from the owner and has given the owner of the unit reasonable written notice (not less than 7 days) of their intention to carry out the action mentioned in paragraph 11(a) ; or
 - (ii) in the case of an emergency, an Executive Committee Representative , may access the unit without consent if it is essential that the action be done without notice. Examples of an emergency are 1) water flowing from one unit into another and causing damage 2) an external glass window is dislodged and likely to fall, these examples are not exhaustive and may extend.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

12. Seal of Owners Corporation

12.1 Sealing of documents

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

- (a) the seal must be attached by decision of the Executive Committee; and
- (b) the seal must be attached in the presence of 2 members of the Executive Committee; and
- (c) the members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

12.2 Manager may affix seal

The common seal may be attached to:

- certificates under section 119 of the Act and
- reduced quorum notices,



by the Manager of the Owners Corporation without following the procedure in rule 12.1.

13. Damage to common property

- (a) A unit owner must not wilfully damage any part of the common property.
- (b) The costs of the Owners Corporation in rectifying any such damage under rule 13(a) shall become a debt payable by the unit owner to the Owners Corporation on demand.

14. Vehicles

14.1 Parking of vehicles

- (a) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- (b) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.
- (c) 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:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee
- (d) Visitors Parking spaces are primarily for the use of visitors to the complex and are intended for 'short term stays' only. Any 'long term stays' require written approval from the Executive Committee in terms of (c) (i) and (ii) above.

14.2 Use of vehicle spaces

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

14.3 Leasing of Car Spaces

- (a) 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.

15. Balconies and Windows

- (a) A unit owner may erect a clotheshorse or rack on a balcony when it is below the height of the balcony surround or railing and not visible from the outside the Building, or from other units. However, a unit owner must not:
 - (i) store possessions not usually situated on a balcony on the balcony; or
 - (ii) erect a screen, awning, pergola or other item on the balcony,



- (iii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings;

so they are visible from outside the Building, or from other units.

- (b) This rule does not apply to a unit owner's use of a balcony if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.

15.2 Window treatments

- (a) A unit owner must ensure that window treatments used in their units (such as blinds, curtains, drapes etc.) are only coloured white, cream, grey or black when viewed from outside the unit, unless otherwise approved by the Executive Committee.
- (b) Windows adjacent to the entry of a unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A unit owner must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat and tidy condition.
- (b) A unit owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the unit owner to ensure that the cleaning process does not allow water to run/drip onto the balcony or penetrate into, the unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other unit owners).
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the unit owner to the Owners Corporation on demand, in accordance with rule 13.

17. Smoking

- (a) 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.
- (b) 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.



18. Air Conditioning

18.1 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system in the unit is the property of the unit owner.
- (b) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1 Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the *Domestic Animals Act 2000* (ACT).
- (b) For the avoidance of doubt any damage to common property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2 No animals unless permitted

- (a) An animal may only be kept in a unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a unit owner must make a written application to the Executive Committee prior to keeping the animal in the Unit; and
 - (ii) permission may be given subject to stated conditions.
- (b) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other unit owners, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The unit owner must remove the animal within 30 days of permission being withdrawn.



19.3 Animals and Common Property

- (a) A unit owner must:
- (i) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
 - (ii) keep all animals within the unit, except when it is being taken into or out of the unit;
 - (iii) the animal to be caged or on a leash when it is being taken into or out of the unit or traversing common property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the common property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean these areas that have been soiled by the animal.

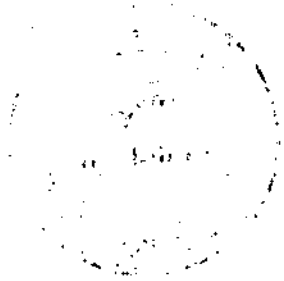
20. Planter Boxes & Plants

- (a) A unit owner is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.
- (b) It is the responsibility of the unit owner to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.
- (c) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall be payable by the unit owner to the Owners Corporation on demand in accordance with rule 13.

21. Provision of amenities or services

21.1 Amenities and Services

- (a) The Owners Corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the units, or the unit owners:
 - (i) window cleaning;
 - (ii) electricity, water or gas supply;
 - (iii) telecommunication services (e.g. internet or cable television); and
 - (iv) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 21.1 to provide an amenity or service to a unit or to the unit owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.



21.2 Access

- (a) The Owners Corporation may require access and authorise persons to enter into a unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on common property and unit owners must give access to their unit on reasonable notice for these purposes.

22. Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

23. Security

23.1 Security Keys & Tags

- (a) The Owners Corporation may restrict access to parts of the common property so that they are accessible only by use of a security card or key or other security device.
- (b) If a unit owner leases or licences the unit, there must be included a requirement in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Owners Corporation when they vacate the unit.
- (c) A unit owner must not copy any security card or key or other security device.
- (d) Security cards or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a unit owner must pay for any additional or replacement card or key or device.

23.2 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio visual surveillance or security equipment for the security of the building.
- (b) A unit owner must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

23.3 Security of Common Property

- (a) A unit owner must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use; and
 - (ii) reporting the loss of any security card or key or other security device.



24. Fire Control & Building Policies

- (a) The unit owner must comply with all relevant laws about fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The unit owner must, on reasonable notice, if applicable provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.

25. Policies

- (a) The Executive Committee on behalf of the Owners Corporation may from time to time develop Policies to give effect to the Act and these rules.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies shall have the same force and effect as if they were part of these Rules.

26. Signage and Advertising

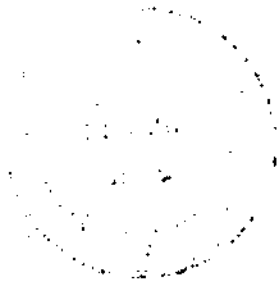
- (a) Unit owners are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, where:
 - (i) permission may be given subject to stated conditions.
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.
- (b) Subject to rule 26(a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
 - (i) the antennas are servicing the whole building; or
 - (i) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

28. Recovery of legal fees

If the Executive Committee on behalf of the Owners Corporation or the Owners Corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the Owners Corporation), the unit owner shall be liable to pay to the owners corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the unit owner.



29. Overloading of balconies & floors

- (a) A unit owner must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the common property and their unit.

30. Moves In/Out of Unit

30.1 Notice

- (a) A unit owner or their agent must provide the Manager of the Owners Corporation with 3 business days' notice of persons moving in or out of a unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and where possible parking for removalist vehicles can be arranged.

30.2 Protection Materials

- (a) The Owners Corporation shall provide where possible s internal coverings for the lift interiors for use by removalists and persons moving in or out of a unit.
- (b) Unit owners shall ensure that removalists and persons moving in or out of a unit utilise protection materials when moving possessions through the common property.

30.3 Damage

- (a) Any damage caused to common property must be repaired at the unit owner's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s .

31. Rubbish Disposal

- (a) A unit owner must:
- (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;
 - (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
 - (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property is removed and that the area is cleaned ; and
 - (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area.
 - (vi) In the case of a building where it is equipped with waste chutes, ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute.



- (b) Unit owners must comply with the directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
- (c) Nothing in this rule 31 requires a unit owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (d) Despite this rule 31, a unit owner must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
- (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a unit owner contrary to this rule 31 shall be a debt payable by the unit owner to the Owners Corporation on demand.

32. Storage Areas

A unit owner shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store in the storage area of the unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases or other material used or intended to be used for domestic purposes in the unit.
- (b) be responsible for the repair of any damage caused to the storage area of the unit and common property as the result of the use of the storage area: and
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is recommended that articles of value are not stored in these areas.
- (e) insure the contents of any storage area / cage / unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.
- (f) Parking in the underground carpark and the use of the storage cage is done so at the residents risk.

33. Barbeque Facilities

33.1 Common Property

- (a) The barbeque facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the barbeque facilities to the Building Manager or Strata Manager of the Owners Corporation.

33.2 Use

- (a) Use of the barbeque facilities is subject to rules 5, 7, 8, 13, 17 of these rules.



- (b) Barbeque facilities are only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the barbeque facilities.
- (d) Unit owners using the barbeque facilities must ensure they are left in a clean and tidy condition after use.
- (e) Unit owners use the barbeque facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.

34. Gymnasium

34.1 Common Property

- (a) The gymnasium facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the gymnasium facilities to the Manager of the Owners Corporation.

34.2 Use

- (a) Use of the gymnasium facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Unit owners must ensure they comply with all applicable Territory laws when using the gymnasium facilities.
- (c) Unit owners using the gymnasium facilities must ensure they are left in a clean and tidy condition after use.
- (d) Unit owners must not permit animals in the gymnasium at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

35. Common Rooftop Recreational Area

35.1 Common Property

- (a) The common rooftop recreational area is common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the common rooftop recreational area to the Manager of the Owners Corporation.

35.2 Use

- (a) Use of the common rooftop recreational area is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) The common rooftop recreational area is only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.



- (c) Unit owners must ensure they comply with all applicable Territory laws when using the common rooftop recreational area.
- (d) Unit owners using the common rooftop recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) Unit owners must not permit animals in the common rooftop recreational area at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

36. Insurance

In the event of an excess being payable on an insurance claim of the Owners Corporation:

- (a) If Executive Committee determines that the cause of the insurance claim was from a unit, the unit owners shall be responsible for the excess; and
- (b) If Executive Committee determines that the cause of the insurance claim was from the common property, the Owners Corporation shall be responsible for the excess.

37. Electronic Notices

- (a) A unit owner shall:
 - (i) provide the Owners Corporation with an email address to contact the unit owners; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

38. Electronic Meetings

38.1 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 participant's 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.

38.2 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.

39. 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.



- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

40. Failure to Comply with Rules

40.1 Entry After Notice

- (a) If the Executive Committee reasonably believes a unit owner or occupier of a unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a unit owner written notice:
- (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the unit owner with a specified timeframe.
- (b) If a contravention is not remedied by the unit owner within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a unit as per 11 above to do any act that a unit owner should have done under the Act or these rules, but which a unit owner has not done or, in the reasonable opinion of the Executive Committee on behalf of the owners corporation, has not done properly.
- (c) The Owners Corporation may recover money a unit owner owes it under these rules as a debt payable on demand.
- (d) The rights of the owners corporation under this rule 40.1 are in addition to those that it has under the Act.

40.2 Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 40, the Executive Committee on behalf of the Owners Corporation may charge the unit owner an administrative fee.
- (b) The administrative fee is the amount of [\$200.00].

41. CCTV Footage

- (a) any resident that requests CCTV footage must lodge a police report prior to Vantage Strata provide the footage to the Police. The resident must agree to paying a schedule B charge at a pro rated rate for Vantage Strata to send this footage to the police. For safety and security reasons Vantage Strata will not provide the footage to residents.

42.

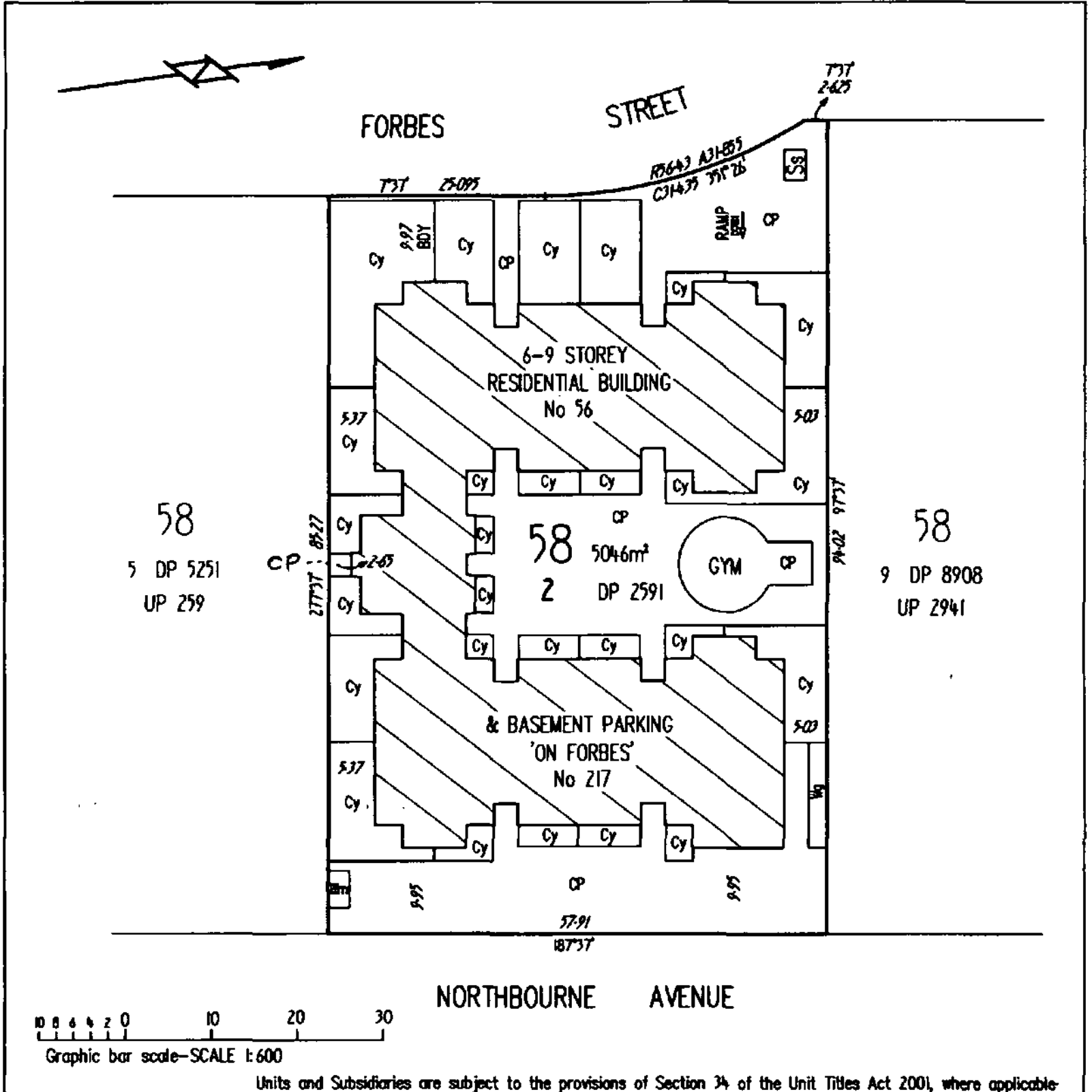
- (a) Any units that have movable louvers are responsible for the repairs and maintenance of these items.

Form 088-SP

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
TURNER	58	2	A	4693



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

ART PROJECTS SIX PTY LTD
ACN 608 346 050
Sole Director ELISA ROSE
[Signature]
Registered Proprietor

ROBERT RICHARDS
M & M SURVEYS
PO Box 851, Mitchell ACT 2911
Ph.02 6241 0012 Email. admin@mmsurveys.com.au
[Signature]
29 May 2019
Registered Surveyor

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

XUP 21741


ACT
 Government

Justice and Community Safety

 LAND TITLES
 OFFICE OF REGULATORY SERVICES
 ACT Justice and Community Safety Directorate

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
1994:75	TURNER	58	2	2591	4693

NAME OF MANAGER / OWNERS CORPORATION
Vantage Strata

ADDRESS FOR SERVICE OF NOTICE
Unit 90/43 Constitution Avenue, Reid, ACT, 2612

SURVEYOR'S DECLARATION

 I, **Robert Richards** of **M & M Surveys Pty Ltd**

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

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) – 29 May 2019
- The survey is in accordance with the following Acts:
 - *Unit Titles Act 2001*;
 - *Land Titles (Unit Titles) Act 1970*;
 - *Land Titles Act 1925*; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

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

OR

- | | |
|----------------|--|
| 3(a), (b), (c) | a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel
b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel. |
|----------------|--|

 Signature of Registered Surveyor	29 May 2019 Dated
--------------------------------------	-------------------

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

 Delegate of the Authority, Executive	8 th July 2019 Dated
--	---------------------------------

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	12 JUL 2019
DATA ENTERED BY			

SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
TURNER	58	2

Unit Plan No
4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	56	3	2414	41
2	35	3	2414	42
3	48	3	2414	43
4	48	4	2414	44
5	36	3	2414	45
6	54	3	2414	46
7	54	3	2414	47
8	35	3	2414	48
9	47	2	2414	49
10	47	2	2414	50
11	35	3	2414	51
12	54	3	2414	52
13	54	3	2414	53
14	35	3	2414	54
15	58	3	2414	55
16	58	3	2414	56
17	35	3	2414	57
18	54	3	2414	58
19	54	3	2414	59
20	36	3	2414	60
21	59	3	2414	61
22	59	3	2414	62
23	36	3	2414	63
24	54	3	2414	64
25	54	3	2414	65
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ART PROJECTS SIX PTY LTD ACN 608 346 050 Sole Director ELISA ROSO <i>[Signature]</i> Signature of Lessee			Volume	Folio
			2414	40
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <i>Eight</i> this day of <i>July</i> 20 <i>19</i> <i>[Signature]</i> Lyn Tankey Delegate of the Authority/Executive			<i>[Signature]</i> David Snowden Registrar-General Deputy Registrar-General	

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	36	3	2414	66
27	60	4	2414	67
28	60	4	2414	68
29	36	3	2414	69
30	56	4	2414	70
31	56	3	2414	71
32	37	3	2414	72
33	61	4	2414	73
34	61	4	2414	74
35	37	3	2414	75
36	56	3	2414	76
37	56	3	2414	77
38	37	3	2414	78
39	61	4	2414	79
40	61	4	2414	80
41	37	3	2414	81
42	56	3	2414	82
43	56	4	2414	83
44	37	3	2414	84
45	61	4	2414	85
46	61	4	2414	86
47	37	3	2414	87
48	56	3	2414	88
49	65	4	2414	89
50	61	3	2414	90
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ART PROJECTS SIX PTY LTD ACN 608 346 050 Sole Director ELISA ROSO <i>[Signature]</i> Signature of Lessee			Volume	Folio
			2414	40
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Eighth this day of July 2019 <i>[Signature]</i> Lyn Tankey Delegate of the Authority/Executive			David Snowden Registrar-General <i>[Signature]</i> Deputy Registrar-General	

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
TURNER	58	2

Unit Plan No
4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	61	4	2414	91
52	37	3	2414	92
53	35	3	2414	93
54	48	3	2414	94
55	48	3	2414	95
56	36	3	2414	96
57	56	3	2414	97
58	55	3	2414	98
59	35	3	2414	99
60	47	2	2414	100
61	47	2	2415	1
62	35	3	2415	2
63	54	3	2415	3
64	54	3	2415	4
65	35	3	2415	5
66	58	3	2415	6
67	58	3	2415	7
68	35	3	2415	8
69	54	3	2415	9
70	54	3	2415	10
71	37	4	2415	11
72	59	3	2415	12
73	59	2	2415	13
74	36	3	2415	14
75	54	4	2415	15

Aggregate

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

Volume

Folio

2414

40

ART PROJECTS SIX PTY LTD

ACN 608 346 050

Sole Director ELISA ROSO

Signature of Lessee

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

Dated Eighth this day of July 2019

V Valery Lyn Tankey

Delegate of the Authority/Executive

David Snowden
David Snowden
Registrar-General

Deputy Registrar-General



SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	54	4	2415	16
77	36	3	2415	17
78	60	4	2415	18
79	60	4	2415	19
80	36	3	2415	20
81	54	3	2415	21
82	54	3	2415	22
83	37	3	2415	23
84	61	4	2415	24
85	61	4	2415	25
86	37	3	2415	26
87	56	4	2415	27
88	56	3	2415	28
89	37	3	2415	29
90	61	4	2415	30
91	61	4	2415	31
92	37	3	2415	32
93	56	3	2415	33
94	56	3	2415	34
95	37	3	2415	35
96	61	4	2415	36
97	61	4	2415	37
98	37	3	2415	38
99	56	3	2415	39
100	56	3	2415	40
Aggregate	ART PROJECTS SIX PTY LTD		The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
	ACN 608 346 050		Volume	Folio
	Sole Director ELISA ROSO		2414	40
	Signature of Lessee			
Column 1 above is the schedule of unit entitlement approved for the subdivision.			David Snowden David Snowden Registrar-General	
Dated Eighth this day of July 20 19			Deputy Registrar-General	
Lyn Tankey Delegate of the Authority/Executive				

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	37	3	2415	41
102	61	4	2415	42
103	61	4	2415	43
104	37	3	2415	44
105	56	3	2415	45
106	56	3	2415	46
107	53	4	2415	47
108	53	4	2415	48
109	56	3	2415	49
110	56	3	2415	50
111	56	4	2415	51
112	56	4	2415	52
113	55	3	2415	53
114	59	3	2415	54
115	38	3	2415	55
116	50	3	2415	56
117	48	3	2415	57
118	35	3	2415	58
119	54	3	2415	59
120	54	3	2415	60
121	35	3	2415	61
122	47	2	2415	62
123	47	2	2415	63
124	35	3	2415	64
125	54	3	2415	65

Aggregate

ART PROJECTS SIX PTY LTD

ACN 608 346 050

Sole Director ELISA ROSO

Signature of Lessee

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

Volume

Folio

2414

40

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

Dated Eighth this day of July 2019

Lyn Tankey

Delegate of the Authority/Executive

David Snowden
David Snowden
Registrar-General

Deputy Registrar-General




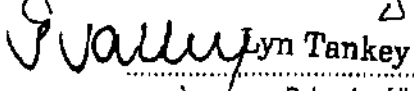
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Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	54	3	2415	66
127	35	3	2415	67
128	58	3	2415	68
129	58	3	2415	69
130	35	3	2415	70
131	55	4	2415	71
132	54	3	2415	72
133	36	3	2415	73
134	59	3	2415	74
135	59	3	2415	75
136	37	4	2415	76
137	63	4	2415	77
138	61	4	2415	78
139	60	4	2415	79
140	36	3	2415	80
141	63	4	2415	81
142	61	4	2415	82
143	61	4	2415	83
144	37	3	2415	84
145	61	4	2415	85
146	61	4	2415	86
147	37	3	2415	87
148	36	3	2415	88
149	48	3	2415	89
150	50	3	2415	90
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ART PROJECTS SIX PTY LTD ACN 608 346 050 Sole Director ELISA ROSO			Volume	Folio
 Signature of Lessee			2414	40
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Snowden Registrar-General  Deputy Registrar-General	
Dated Eighth this day of July 2019  Evelyn Tankey Delegate of the Authority/Executive				

**SUE**

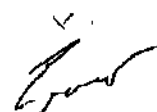
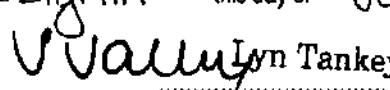


Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	36	3	2415	91
152	56	3	2415	92
153	56	3	2415	93
154	35	3	2415	94
155	47	2	2415	95
156	47	2	2415	96
157	35	3	2415	97
158	54	3	2415	98
159	54	3	2415	99
160	35	3	2415	100
161	58	3	2416	1
162	58	3	2416	2
163	35	3	2416	3
164	54	3	2416	4
165	54	3	2416	5
166	36	3	2416	6
167	59	3	2416	7
168	59	3	2416	8
169	36	3	2416	9
170	54	3	2416	10
171	54	3	2416	11
172	36	3	2416	12
173	60	4	2416	13
174	60	4	2416	14
175	36	3	2416	15
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ART PROJECTS SIX PTY LTD ACN 608 346 050 Sole Director ELISA ROSO  Signature of Lessee			Volume	Folio
			2414	40
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Eighth this day of July 2019  Delegate of the Authority/Executive			 David Snowden Deputy Registrar-General 	

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	54	3	2416	16
177	54	3	2416	17
178	37	3	2416	18
179	61	4	2416	19
180	61	4	2416	20
181	37	4 5 RR	2416	21
182	56	3	2416	22
183	56	3	2416	23
184	37	3	2416	24
185	61	4	2416	25
186	61	4	2416	26
187	37	3	2416	27
188	56	4	2416	28
189	56	3	2416	29
190	37	3	2416	30
191	62	4	2416	31
192	62	4	2416	32
193	37	3	2416	33
194	56	4	2416	34
195	56	4	2416	35
196	37	3	2416	36
197	61	4	2416	37
198	61	4	2416	38
199	65	4	2416	39
200	56	3	2416	40

Aggregate

10,000

547 648 RR

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

Volume

Folio

2414

40

ART PROJECTS SIX PTY LTD

ACN 608 346 050

Sole Director ELISA ROSO

Signature of Lessee

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

Dated Eighth this day of July 2019

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

David Snowden
David Snowden
Registrar-General



Deputy Registrar-General

Form 091-FP

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

LEGEND & NOTES

LEGEND

B DENOTES BALCONY
 Co DENOTES COMMUNICATIONS ROOM
 Cy DENOTES COURTYARD
 CP DENOTES COMMON PROPERTY
 F DENOTES UNIT BOUNDARY IS OUTER FACE OF CONCRETE WALL
 Fc DENOTES FACE OF CONCRETE WALL IS SUBSIDIARY BOUNDARY
 L DENOTES LIFT
 Lb DENOTES BRICK LETTERBOX
 P DENOTES NEW PALING FENCE
 S DENOTES SERVICE DUCT
 St DENOTES STAIRS
 Ss DENOTES ELECTRICITY SUBSTATION
 (SE) DENOTES SEWERAGE & ELECTRIC SUPPLY EASEMENT 2.44 WIDE
 V DENOTES VOID
 Wm DENOTES HYDRANT/SPRINKLER BOOSTER ROOM
 Wg DENOTES WATER/FIRE BOOSTER/GAS METER ROOM

NOTES

UNITS AND SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34
 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE

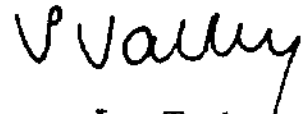
UNIT BOUNDARIES & AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE
 CENTRELINE OF EXTERNAL & INTERNAL COMMON WALLS, UNLESS NOTED OTHERWISE

SUBSIDIARY BOUNDARIES & AREAS HAVE BEEN DETERMINED WITH REFERENCE TO
 -BALCONIES: CENTRELINE OF EXTERNAL & INTERNAL COMMON WALLS & GLASS
 BALUSTRADES UNLESS SHOWN OTHERWISE
 -CAR SPACES: PAINTED LINES ON THE CONCRETE FLOOR SLAB ARE
 5.4 x 2.4 AT 12m² UNLESS SHOWN OTHERWISE
 -STORAGE ROOMS: METAL CLADDED WALLS WITH AN AREA OF 2m²
 UNLESS SHOWN OTHERWISE

COURTYARDS ARE BOUNDED BY CONCRETE WALLS 1.8m HIGH UNLESS SHOWN OTHERWISE
 STAIRS, LIFTS, SERVICE DUCTS, FOYERS & GYM ARE COMMON PROPERTY
 CAR SPACES NOT NOMINATED ARE FOR VISITOR PARKING—COMMON PROPERTY

ART PROJECTS SIX PTY LTD
 ACN 608 346 050
 Sole Director ELISA ROSO

Registered Proprietor


 Lyn Tankey

Delegate of the
 ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP


FLOOR PLAN

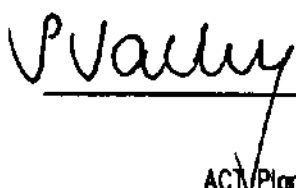
Division	Section	Block
TURNER	58	2

UNITS PLAN No
4693

UNIT & SUBSIDIARY SCHEDULE

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	ADDRESS	COURTYARD		CARSPACE		BALCONY		STORE		
				SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
1	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2	22			3	21	3
2	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2	22			3	21	3
3	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2	22			3	22	3
4	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2,4	20			3	20	4
5	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2	22			3	22	3
6	24	FIRST	217 NORTHBOURNE AVENUE			1	22	2	24	3	22	3
7	24	FIRST	217 NORTHBOURNE AVENUE			1	22	2	24	3	22	3
8	24	FIRST	217 NORTHBOURNE AVENUE			1	22	2	24	3	22	3
9	24	FIRST	217 NORTHBOURNE AVENUE			1	20			2	20	2
10	24	FIRST	217 NORTHBOURNE AVENUE			1	22			2	22	2
11	24	FIRST	217 NORTHBOURNE AVENUE			1	22	2	24	3	22	3
12	25	SECOND	217 NORTHBOURNE AVENUE			1	22	2	25	3	22	3
13	25	SECOND	217 NORTHBOURNE AVENUE			1	22	2	25	3	22	3
14	25	SECOND	217 NORTHBOURNE AVENUE			1	22	2	25	3	22	3
15	25	SECOND	217 NORTHBOURNE AVENUE			1,2	22			3	21	3
16	25	SECOND	217 NORTHBOURNE AVENUE			1,2	22			3	21	3
17	25	SECOND	217 NORTHBOURNE AVENUE			1	22	2	25	3	22	3
18	26	THIRD	217 NORTHBOURNE AVENUE			1	22	2	26	3	22	3
19	26	THIRD	217 NORTHBOURNE AVENUE			1	22	2	26	3	22	3
20	26	THIRD	217 NORTHBOURNE AVENUE			1	22	2	26	3	22	3
21	26	THIRD	217 NORTHBOURNE AVENUE			1,2	22			3	22	3
22	26	THIRD	217 NORTHBOURNE AVENUE			1,2	22			3	21	3
23	26	THIRD	217 NORTHBOURNE AVENUE			1	22	2	26	3	19	3
24	27	FOURTH	217 NORTHBOURNE AVENUE			1	22	2	27	3	20	3
25	27	FOURTH	217 NORTHBOURNE AVENUE			1	20	2	27	3	20	3
26	27	FOURTH	217 NORTHBOURNE AVENUE			1	20	2	27	3	20	3
27	27	FOURTH	217 NORTHBOURNE AVENUE			1,2	22	3	27	4	21	4
28	27	FOURTH	217 NORTHBOURNE AVENUE			1,2	22	3	27	4	22	4
29	27	FOURTH	217 NORTHBOURNE AVENUE			1	20	2	27	3	20	3
30	28	FIFTH	217 NORTHBOURNE AVENUE			1,2	20	3	28	4	20	4


ART PROJECTS SIX PTY LTD
 ACN 608 346 050
 Sole Director ELISA ROSO
 Registered Proprietor


Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

Form 091-FP

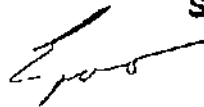
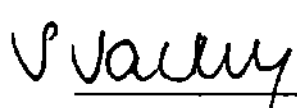
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

UNIT & SUBSIDIARY SCHEDULE

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	ADDRESS	COURTYARD		CARSPACE		BALCONY		STORE		
				SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
31	28	FIFTH	217 NORTHBOURNE AVENUE			1	20	2	28	3	20	3
32	28	FIFTH	217 NORTHBOURNE AVENUE			1	20	2	28	3	20	3
33	28	FIFTH	217 NORTHBOURNE AVENUE			1,2	22	3	28	4	22	4
34	28	FIFTH	217 NORTHBOURNE AVENUE			1,2	22	3	28	4	22	4
35	28	FIFTH	217 NORTHBOURNE AVENUE			1	20	2	28	3	20	3
36	29	SIXTH	217 NORTHBOURNE AVENUE			1	20	2	29	3	20	3
37	29	SIXTH	217 NORTHBOURNE AVENUE			1	20	2	29	3	20	3
38	29	SIXTH	217 NORTHBOURNE AVENUE			1	20	2	29	3	20	3
39	29	SIXTH	217 NORTHBOURNE AVENUE			1,2	22	3	29	4	22	4
40	29	SIXTH	217 NORTHBOURNE AVENUE			1,2	20	3	29	4	20	4
41	29	SIXTH	217 NORTHBOURNE AVENUE			1	19	2	29	3	19	3
42	30	SEVENTH	217 NORTHBOURNE AVENUE			1	19	2	30	3	19	3
43	30	SEVENTH	217 NORTHBOURNE AVENUE			1,2	20	3	30	4	20	4
44	30	SEVENTH	217 NORTHBOURNE AVENUE			1	20	2	30	3	20	3
45	30	SEVENTH	217 NORTHBOURNE AVENUE			1,2	20	3	30	4	20	4
46	30	SEVENTH	217 NORTHBOURNE AVENUE			1,2	22	3	30	4	22	4
47	30	SEVENTH	217 NORTHBOURNE AVENUE			1	20	2	30	3	20	3
48	31	EIGHTH	217 NORTHBOURNE AVENUE			1	22	2	31	3	22	3
49	31	EIGHTH	217 NORTHBOURNE AVENUE			1,2	20	3	31	4	20	4
50	31	EIGHTH	217 NORTHBOURNE AVENUE			1	20	2	31	3	20	3
51	31	EIGHTH	217 NORTHBOURNE AVENUE			1,2	20	3	31	4	20	4
52	31	EIGHTH	217 NORTHBOURNE AVENUE			1	20	2	31	3	20	3
53	23	GROUND	217 NORTHBOURNE AVENUE	1	23 30 RA	2	20 23 RA			3	21	3
54	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2	21			3	20	3
55	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2	20			3	22	3
56	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2	22			3	22	3
57	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2	22			3	22	3
58	23	GROUND	217 NORTHBOURNE AVENUE	1	23	2	22			3	22	3
59	24	FIRST	217 NORTHBOURNE AVENUE			1	22	2	24	3	22	3
60	24	FIRST	217 NORTHBOURNE AVENUE			1	20			2	32	2

 ART PROJECTS SIX PTY LTD ACN 608 346 050 Sole Director ELISA ROSO Registered Proprietor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
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Form 091-FP

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

UNIT & SUBSIDIARY SCHEDULE

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	ADDRESS	COURTYARD		CARSPACE		BALCONY		STORE		
				SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
61	24	FIRST	217 NORTHBOURNE AVENUE			1	20			2	32	2
62	24	FIRST	217 NORTHBOURNE AVENUE			1	20	2	24	3	20	3
63	24	FIRST	217 NORTHBOURNE AVENUE			1	22	2	24	3	22	3
64	24	FIRST	217 NORTHBOURNE AVENUE			1	22	2	24	3	22	3
65	25	SECOND	217 NORTHBOURNE AVENUE			1	22	2	25	3	22	3
66	25	SECOND	217 NORTHBOURNE AVENUE			1,2	22			3	22	3
67	25	SECOND	217 NORTHBOURNE AVENUE			1,2	22			3	22	3
68	25	SECOND	217 NORTHBOURNE AVENUE			1	22	2	25	3	22	3
69	25	SECOND	217 NORTHBOURNE AVENUE			1	20	2	25	3	32	3
70	25	SECOND	217 NORTHBOURNE AVENUE			1	22	2	25	3	22	3
71	26	THIRD	217 NORTHBOURNE AVENUE	1	26	2	20	3	26	4	20	4
72	26	THIRD	217 NORTHBOURNE AVENUE			1,2	20			3	20	3
73	26	THIRD	217 NORTHBOURNE AVENUE			1	19			2	19	2
74	26	THIRD	217 NORTHBOURNE AVENUE			1	20	2	26	3	20	3
75	26	THIRD	217 NORTHBOURNE AVENUE			1,2	21	3	26	4	21	4
76	26	THIRD	217 NORTHBOURNE AVENUE	1	26	2	22	3	26	4	22	4
77	27	FOURTH	217 NORTHBOURNE AVENUE			1	20	2	27	3	20	3
78	27	FOURTH	217 NORTHBOURNE AVENUE			1,2	20	3	27	4	20	4
79	27	FOURTH	217 NORTHBOURNE AVENUE			1,2	20	3	27	4	20	4
80	27	FOURTH	217 NORTHBOURNE AVENUE			1	19	3	27	3	19	3
81	27	FOURTH	217 NORTHBOURNE AVENUE			1	19	2	27	3	19	3
82	27	FOURTH	217 NORTHBOURNE AVENUE			1	19	2	27	3	32	3
83	28	FIFTH	217 NORTHBOURNE AVENUE			1	20	2	28	3	20	3
84	28	FIFTH	217 NORTHBOURNE AVENUE			1,2	20	3	28	4	20	4
85	28	FIFTH	217 NORTHBOURNE AVENUE			1,2	22	3	28	4	21	4
86	28	FIFTH	217 NORTHBOURNE AVENUE			1	19	2	28	3	19	3
87	28	FIFTH	217 NORTHBOURNE AVENUE			1,2	20	3	28	4	20	4
88	28	FIFTH	217 NORTHBOURNE AVENUE			1	20	2	28	3	20	3
89	29	SIXTH	217 NORTHBOURNE AVENUE			1	20	2	29	3	20	3
90	29	SIXTH	217 NORTHBOURNE AVENUE			1,2	21	3	29	4	21	4

ART PROJECTS SIX PTY LTD

ACN 608 346 050

Sole Director ELISA ROSO

Registered Proprietor

 Lyn TankeyDelegate of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

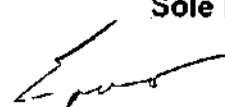
FLOOR PLAN

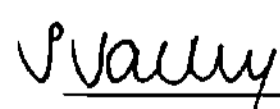
Division	Section	Block
TURNER	58	2

UNITS PLAN No
4693

UNIT & SUBSIDIARY SCHEDULE

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	ADDRESS	COURTYARD		CARSPACE		BALCONY		STORE		
				SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
91	29	SIXTH	217 NORTHBOURNE AVENUE			L2	21	3	29	4	21	4
92	29	SIXTH	217 NORTHBOURNE AVENUE			1	19	2	29	3	19	3
93	29	SIXTH	217 NORTHBOURNE AVENUE			1	19	2	29	3	19	3
94	29	SIXTH	217 NORTHBOURNE AVENUE			1	19	2	29	3	19	3
95	30	SEVENTH	217 NORTHBOURNE AVENUE			1	19	2	30	3	19	3
96	30	SEVENTH	217 NORTHBOURNE AVENUE			L2	21	3	30	4	21	4
97	30	SEVENTH	217 NORTHBOURNE AVENUE			L2	21	3	30	4	21	4
98	30	SEVENTH	217 NORTHBOURNE AVENUE			1	22	2	30	3	22	3
99	30	SEVENTH	217 NORTHBOURNE AVENUE			1	21	2	30	3	22	3
100	30	SEVENTH	217 NORTHBOURNE AVENUE			1	19	2	30	3	19	3
101	31	EIGHTH	217 NORTHBOURNE AVENUE			1	20	2	31	3	32	3
102	31	EIGHTH	217 NORTHBOURNE AVENUE			L2	20	3	31	4	20	4
103	31	EIGHTH	217 NORTHBOURNE AVENUE			L2	21	3	31	4	21	4
104	31	EIGHTH	217 NORTHBOURNE AVENUE			1	22	2	31	3	20	3
105	31	EIGHTH	217 NORTHBOURNE AVENUE			1	22	2	31	3	20	3
106	31	EIGHTH	217 NORTHBOURNE AVENUE			1	21	2	31	3	21	3
107	23	GROUND	56 FORBES STREET	L2	23	3	21			4	22	4
108	23	GROUND	56 FORBES STREET	L2	23	3	21			4	22	4
109	24	FIRST	56 FORBES STREET			1	21	2	24	3	22	3
110	24	FIRST	56 FORBES STREET			1	21	2	24	3	22	3
111	25	SECOND	56 FORBES STREET			L2	22	3	25	4	21	4
112	25	SECOND	56 FORBES STREET			L2	22	3	25	4	21	4
113	23	GROUND	56 FORBES STREET	1	23	2	19			3	19	3
114	23	GROUND	56 FORBES STREET	1	23	2	19			3	19	3
115	23	GROUND	56 FORBES STREET	1	23	2	19			3	19	3
116	23	GROUND	56 FORBES STREET	1	23	2	20			3	20	3
117	23	GROUND	56 FORBES STREET	1	23	2	20			3	20	3
118	23	GROUND	56 FORBES STREET	1	23	2	21			3	22	3
119	24	FIRST	56 FORBES STREET			1	19	2	24	3	19	3
120	24	FIRST	56 FORBES STREET			1	19	2	24	3	19	3

ART PROJECTS SIX PTY LTD
ACN 608 346 050
Sole Director ELISA ROSO

Registered Proprietor

 Lyn Tankey
Delegate of the
ACT Planning and Land Authority

Form 091-FP

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No
TURNER	58	2	4693

UNIT & SUBSIDIARY SCHEDULE

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	ADDRESS	COURTYARD		CARSPACE		BALCONY		STORE		
				SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
121	24	FIRST	56 FORBES STREET			1	19	2	24	3	19	3
122	24	FIRST	56 FORBES STREET			1	22			2	22	2
123	24	FIRST	56 FORBES STREET			1	21			2	20	2
124	24	FIRST	56 FORBES STREET			1	21	2	24	3	22	3
125	25	SECOND	56 FORBES STREET			1	21	2	25	3	22	3
126	25	SECOND	56 FORBES STREET			1	21	2	25	3	22	3
127	25	SECOND	56 FORBES STREET			1	19	2	25	3	19	3
128	25	SECOND	56 FORBES STREET			1,2	21			3	21	3
129	25	SECOND	56 FORBES STREET			1,2	21			3	21	3
130	25	SECOND	56 FORBES STREET			1	21	2	25	3	21	3
131	26	THIRD	56 FORBES STREET	1	26	2	21	3	26	4	22	4
132	26	THIRD	56 FORBES STREET			1	21	2	26	3	22	3
133	26	THIRD	56 FORBES STREET			1	21	2	26	3	22	3
134	26	THIRD	56 FORBES STREET			1,2	21			3	21	3
135	26	THIRD	56 FORBES STREET			1,2	21			3	21	3
136	26	THIRD	56 FORBES STREET	1	26	2	21	3	26	4	22	4
137	27	FOURTH	56 FORBES STREET			1,2	21	3	27	4	21	4
138	27	FOURTH	56 FORBES STREET			1,2	21	3	27	4	22	4
139	27	FOURTH	56 FORBES STREET			1,2	21	3	27	4	21	4
140	27	FOURTH	56 FORBES STREET			1	21	2	27	3	21	3
141	28	FIFTH	56 FORBES STREET			1,2	21	3	28	4	21	4
142	28	FIFTH	56 FORBES STREET			1,2	19	3	28	4	20	4
143	28	FIFTH	56 FORBES STREET			1,2	21	3	28	4	21	4
144	28	FIFTH	56 FORBES STREET			1	19	2	28	3	19	3
145	29	SIXTH	56 FORBES STREET			1,2	19	3	29	4	32	4
146	29	SIXTH	56 FORBES STREET			1,2	19	3	29	4	19	4
147	29	SIXTH	56 FORBES STREET			1	19	2	29	3	19	3
148	23	GROUND	56 FORBES STREET	1	23	2	19			3	19	3
149	23	GROUND	56 FORBES STREET	1	23	2	21			3	21	3
150	23	GROUND	56 FORBES STREET	1	23	2	21			3	22	3

ART PROJECTS SIX PTY LTD
ACN 608 346 050
Sole Director ELISA ROSO

Registered Proprietor

 Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

UNIT & SUBSIDIARY SCHEDULE

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	ADDRESS	COURTYARD		CARSPACE		BALCONY		STORE		
				SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
151	23	GROUND	56 FORBES STREET	1	23	2	19			3	20	3
152	23	GROUND	56 FORBES STREET	1	23	2	19			3	20	3
153	23	GROUND	56 FORBES STREET	1	23	2	19			3	20	3
154	24	FIRST	56 FORBES STREET			1	19	2	24	3	19	3
155	24	FIRST	56 FORBES STREET			1	19			2	32	2
156	24	FIRST	56 FORBES STREET			1	19			2	32	2
157	24	FIRST	56 FORBES STREET			1	19	2	24	3	19	3
158	24	FIRST	56 FORBES STREET			1	19	2	24	3	19	3
159	24	FIRST	56 FORBES STREET			1	19	2	24	3	20	3
160	25	SECOND	56 FORBES STREET			1	19	2	25	3	20	3
161	25	SECOND	56 FORBES STREET			1,2	19			3	19	3
162	25	SECOND	56 FORBES STREET			1,2	19			3	32	3
163	25	SECOND	56 FORBES STREET			1	19	2	25	3	20	3
164	25	SECOND	56 FORBES STREET			1	19	2	25	3	20	3
165	25	SECOND	56 FORBES STREET			1	19	2	25	3	20	3
166	26	THIRD	56 FORBES STREET			1	19	2	26	3	20	3
167	26	THIRD	56 FORBES STREET			1,2	19			3	20	3
168	26	THIRD	56 FORBES STREET			1,2	19			3	20	3
169	26	THIRD	56 FORBES STREET			1	19	2	26	3	20	3
170	26	THIRD	56 FORBES STREET			1	19	2	26	3	20	3
171	26	THIRD	56 FORBES STREET			1	21	2	26	3	22	3
172	27	FOURTH	56 FORBES STREET			1	19	2	27	3	19	3
173	27	FOURTH	56 FORBES STREET			1,2	19	3	27	4	20	4
174	27	FOURTH	56 FORBES STREET			1,2	19	3	27	4	20	4
175	27	FOURTH	56 FORBES STREET			1	19	2	27	3	19	3
176	27	FOURTH	56 FORBES STREET			1	19	2	27	3	19	3
177	27	FOURTH	56 FORBES STREET			1	19	2	27	3	19	3
178	28	FIFTH	56 FORBES STREET			1	19	2	28	3	19	3
179	28	FIFTH	56 FORBES STREET			1,2	19	3	28	4	19	4
180	28	FIFTH	56 FORBES STREET			1,2	19	3	28	4	20	4

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No
TURNER	58	2	4693

UNIT & SUBSIDIARY SCHEDULE

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	ADDRESS	COURTYARD		CARSPACE		BALCONY		STORE		
				SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
181	28	FIFTH	56 FORBES STREET			4	20	2	28	3,5	20	5 ^{RR}
182	28	FIFTH	56 FORBES STREET			1	19	2	28	3	32	3
183	28	FIFTH	56 FORBES STREET			1	19	2	28	3	32	3
184	29	SIXTH	56 FORBES STREET			1	19	2	29	3	32	3
185	29	SIXTH	56 FORBES STREET			2	21	3	29	4	21	4
186	29	SIXTH	56 FORBES STREET			2	19	3	29	4	32	4
187	29	SIXTH	56 FORBES STREET			1	21	2	29	3	21	3
188	29	SIXTH	56 FORBES STREET			2	19	3	29	4	19	4
189	29	SIXTH	56 FORBES STREET			1	19	2	29	3	32	3
190	30	SEVENTH	56 FORBES STREET			1	21	2	30	3	22	3
191	30	SEVENTH	56 FORBES STREET			2	20	3	30	4	32	4
192	30	SEVENTH	56 FORBES STREET			2	21	3	30	4	21	4
193	30	SEVENTH	56 FORBES STREET			1	21	2	30	3	22	3
194	30	SEVENTH	56 FORBES STREET			2	19	3	30	4	20	4
195	30	SEVENTH	56 FORBES STREET			2	20	3	30	4	20	4
196	31	EIGHTH	56 FORBES STREET			1	21	2	31	3	22	3
197	31	EIGHTH	56 FORBES STREET			2	19	3	31	4	20	4
198	31	EIGHTH	56 FORBES STREET			2	19	3	31	4	20	4
199	31	EIGHTH	56 FORBES STREET			2	19	3	31	4	20	4
200	31	EIGHTH	56 FORBES STREET			1	20	2	31	3	20	3
TOTALS				31		265		151		199		648 ^{RR}

<p>ART PROJECTS SIX PTY LTD ACN 608 346 050 Sole Director ELISA ROSO</p> <p><i>[Signature]</i> Registered Proprietor</p>	<p><i>[Signature]</i> Lyn Tankey</p> <p>Delegate of the ACT Planning and Land Authority</p>
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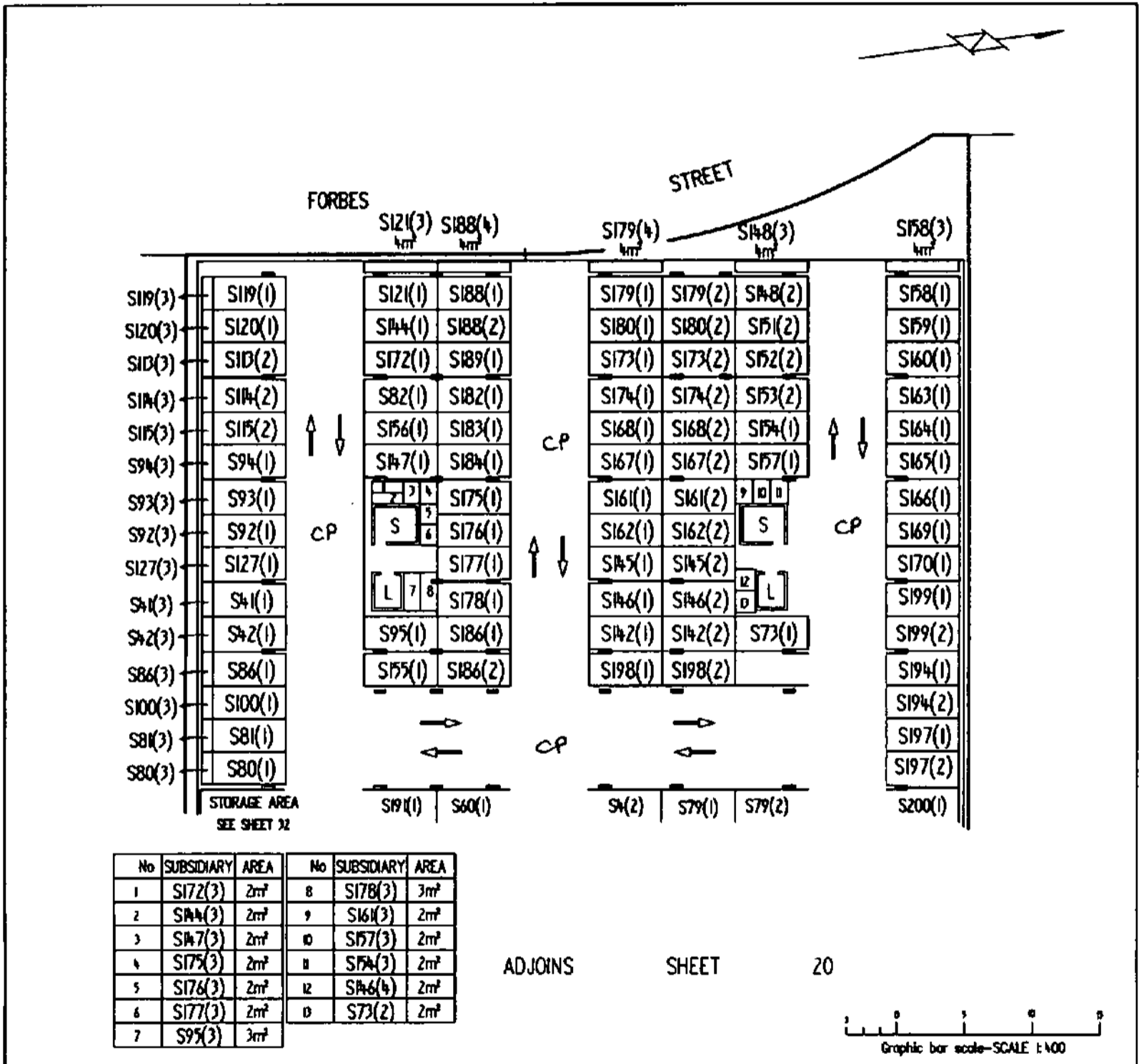
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No
TURNER	58	2	4693

LOWER BASEMENT FLOOR	ADJOINS SHEETS 21 & 22 ABOVE
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ART PROJECTS SIX PTY LTD
ACN 608 346 050
Sole Director ELISA ROSO
Registered Proprietor

Lyn Tankey
Lyn Tankey
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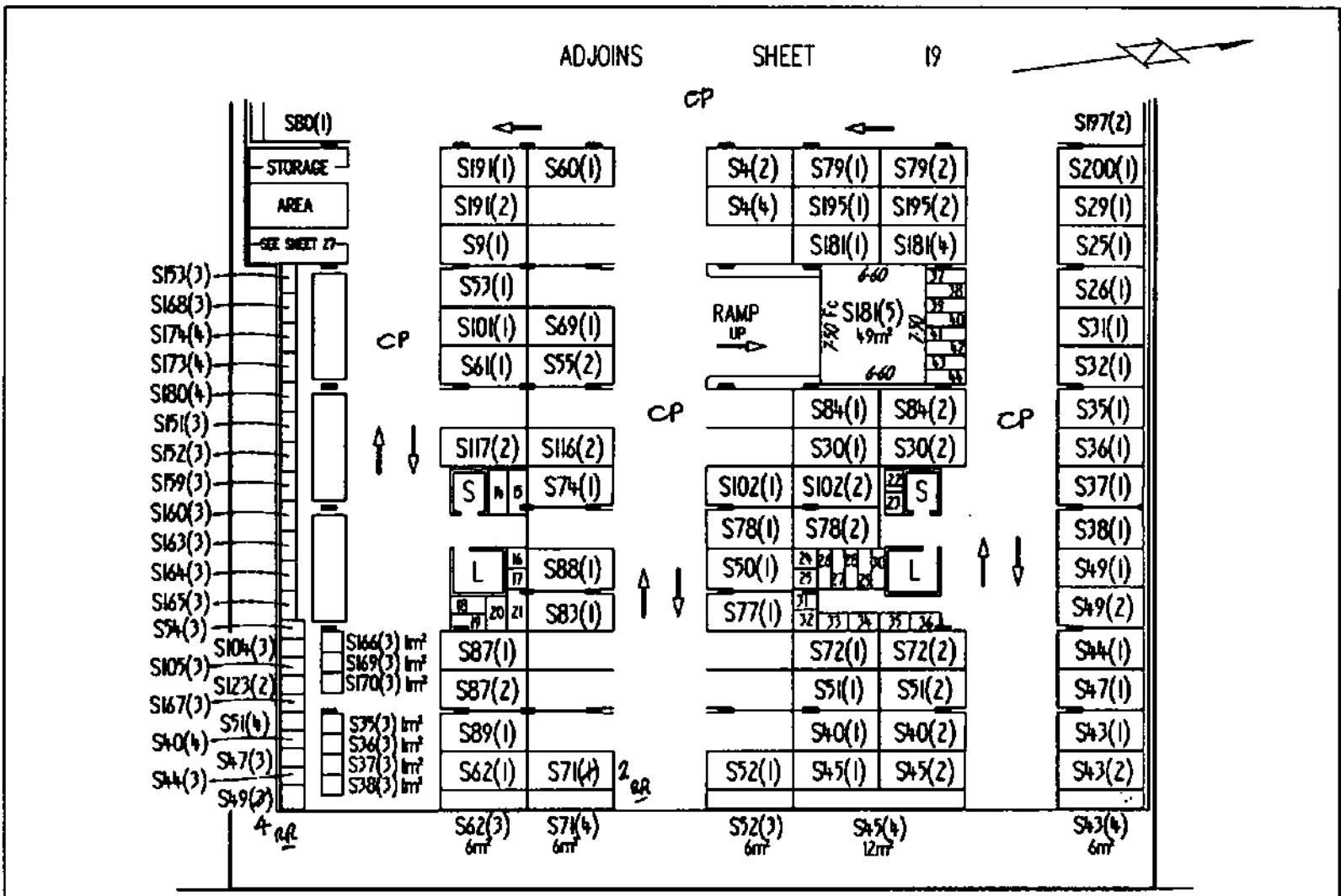
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FLOOR PLAN

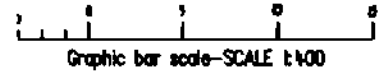
Division	Section	Block	UNITS PLAN No. 4693
TURNER	58	2	

LOWER BASEMENT FLOOR	ADJOINS SHEETS 21 & 22 ABOVE
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NORTHBOURNE AVENUE

No	SUBSIDIARY	AREA	No	SUBSIDIARY	AREA	No	SUBSIDIARY	AREA	No	SUBSIDIARY	AREA
14	S117(3)	3m ²	22	S30(4)	1m ²	30	S199(4)	2m ²	38	S195(4)	2m ²
15	S74(3)	3m ²	23	S102(4)	1m ²	31	S77(3)	2m ²	39	S79(4)	2m ²
16	S116(3)	1m ²	24	S78(4)	2m ²	32	S72(3)	2m ²	40	S4(3)	2m ²
17	S88(3)	1m ²	25	S50(3)	2m ²	33	S25(3)	2m ²	41	S24(3)	2m ²
18	S89(3)	2m ²	26	S29(3)	2m ²	34	S26(3)	2m ²	42	S198(4)	2m ²
19	S9(2)	2m ²	27	S200(3)	2m ²	35	S31(3)	2m ²	43	S142(4)	2m ²
20	S87(3)	2m ²	28	S197(4)	2m ²	36	S32(3)	2m ²	44	S84(4)	2m ²
21	S83(3)	2m ²	29	S194(4)	2m ²	37	S181(3)	2m ²			



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ACN 608 346 050
Sole Director **ELISA ROSO**

Elisa Roso
Registered Proprietor

Lyn Tankey
Lyn Tankey

Delegate of the
ACT Planning and Land Authority

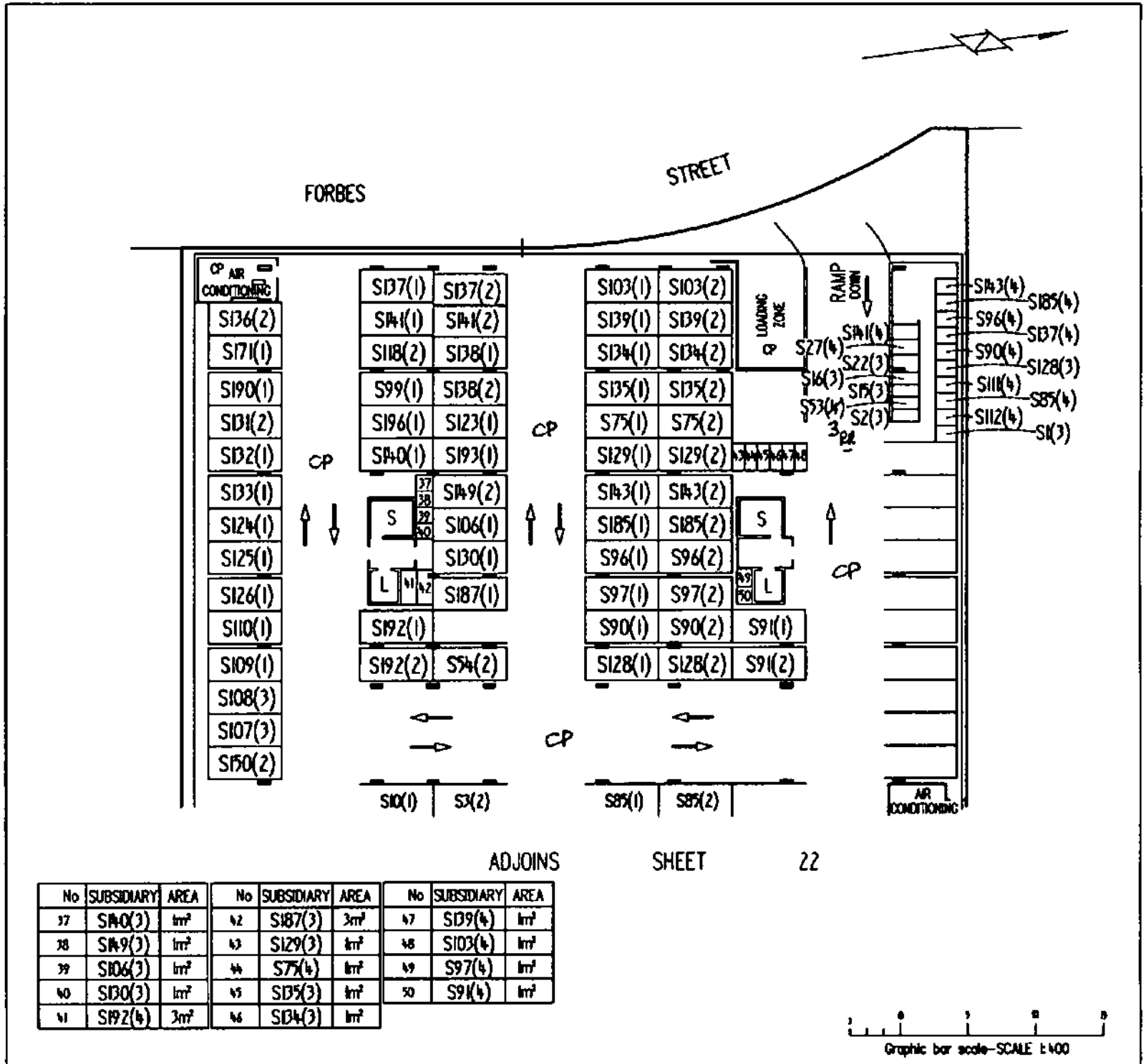
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OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	469B

UPPER BASEMENT FLOOR	ADJOINS SHEET 23 ABOVE ADJOINS SHEETS 19 & 20 BELOW
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ADJOINS SHEET 22

No	SUBSIDIARY	AREA	No	SUBSIDIARY	AREA	No	SUBSIDIARY	AREA
37	SI00(3)	1m ²	42	SI87(3)	3m ²	47	SI09(4)	1m ²
38	SI09(3)	1m ²	43	SI29(3)	1m ²	48	SI03(4)	1m ²
39	SI06(3)	1m ²	44	S75(4)	1m ²	49	S97(4)	1m ²
40	SI00(3)	1m ²	45	SI05(3)	1m ²	50	S91(4)	1m ²
41	SI92(4)	3m ²	46	SI04(3)	1m ²			

Graphic bar scale-SCALE 1:100

<p>ART PROJECTS SIX PTY LTD ACN 608 346 050 Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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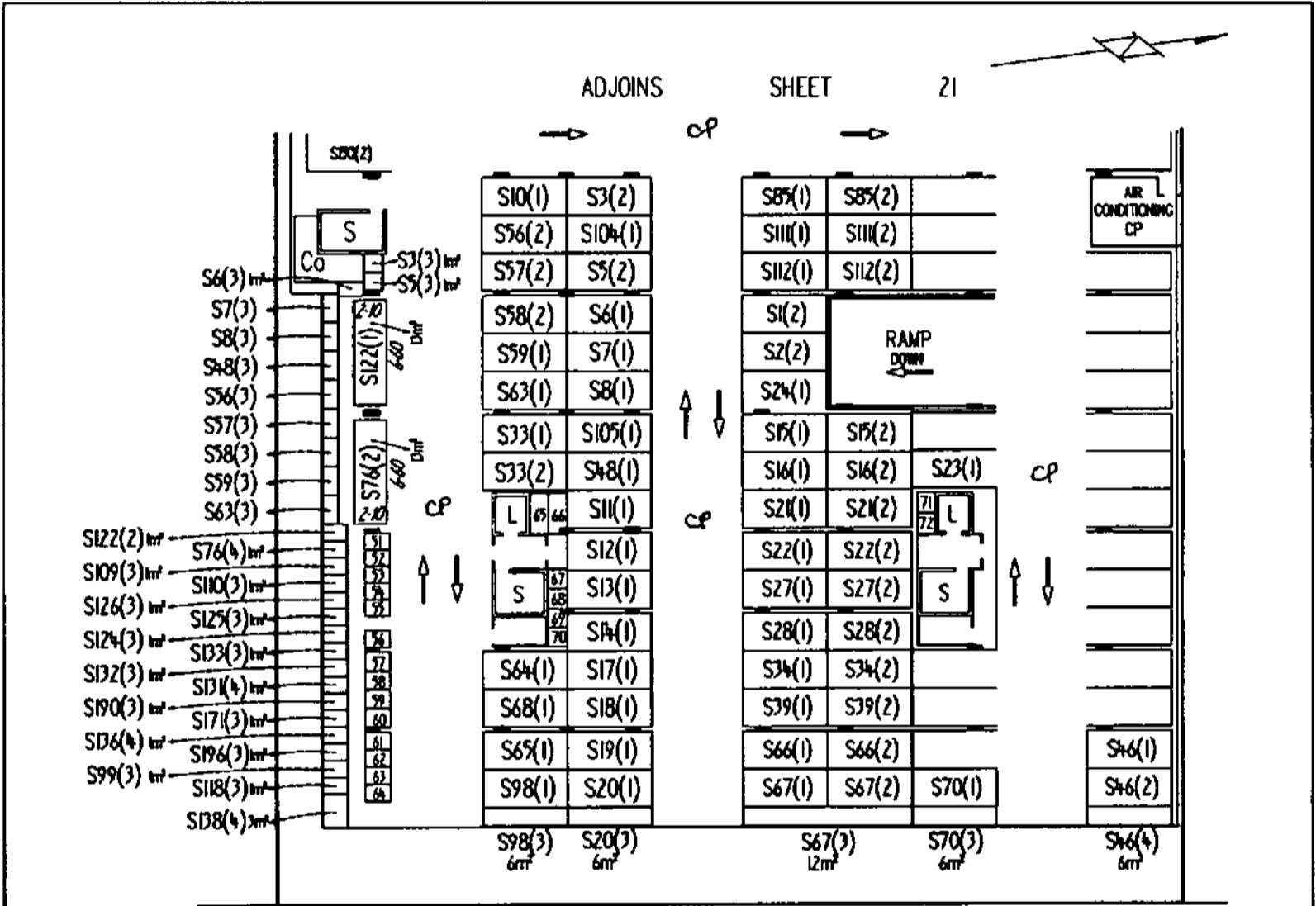
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FLOOR PLAN

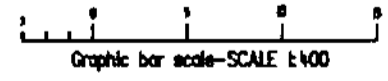
Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

UPPER BASEMENT FLOOR	ADJOINS SHEET 23 ABOVE ADJOINS SHEETS 19 & 20 BELOW
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NORTHBOURNE AVENUE

No	SUBSIDIARY	AREA	No	SUBSIDIARY	AREA	No	SUBSIDIARY	AREA	No	SUBSIDIARY	AREA
51	S193(3)	lm ²	57	S17(3)	lm ²	63	S34(4)	lm ²	69	S14(3)	lm ²
52	S10(2)	lm ²	58	S18(3)	lm ²	64	S28(4)	lm ²	70	S64(4)	lm ²
53	S68(3)	lm ²	59	S19(3)	lm ²	65	S33(4)	lm ²	71	S23(3)	lm ²
54	S107(4)	lm ²	60	S108(4)	lm ²	66	S11(3)	lm ²	72	S24(3)	lm ²
55	S150(3)	lm ²	61	S66(3)	lm ²	67	S12(3)	lm ²			
56	S65(3)	lm ²	62	S39(4)	lm ²	68	S13(3)	lm ²			



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Registered Proprietor

[Signature] Lyn Tankey
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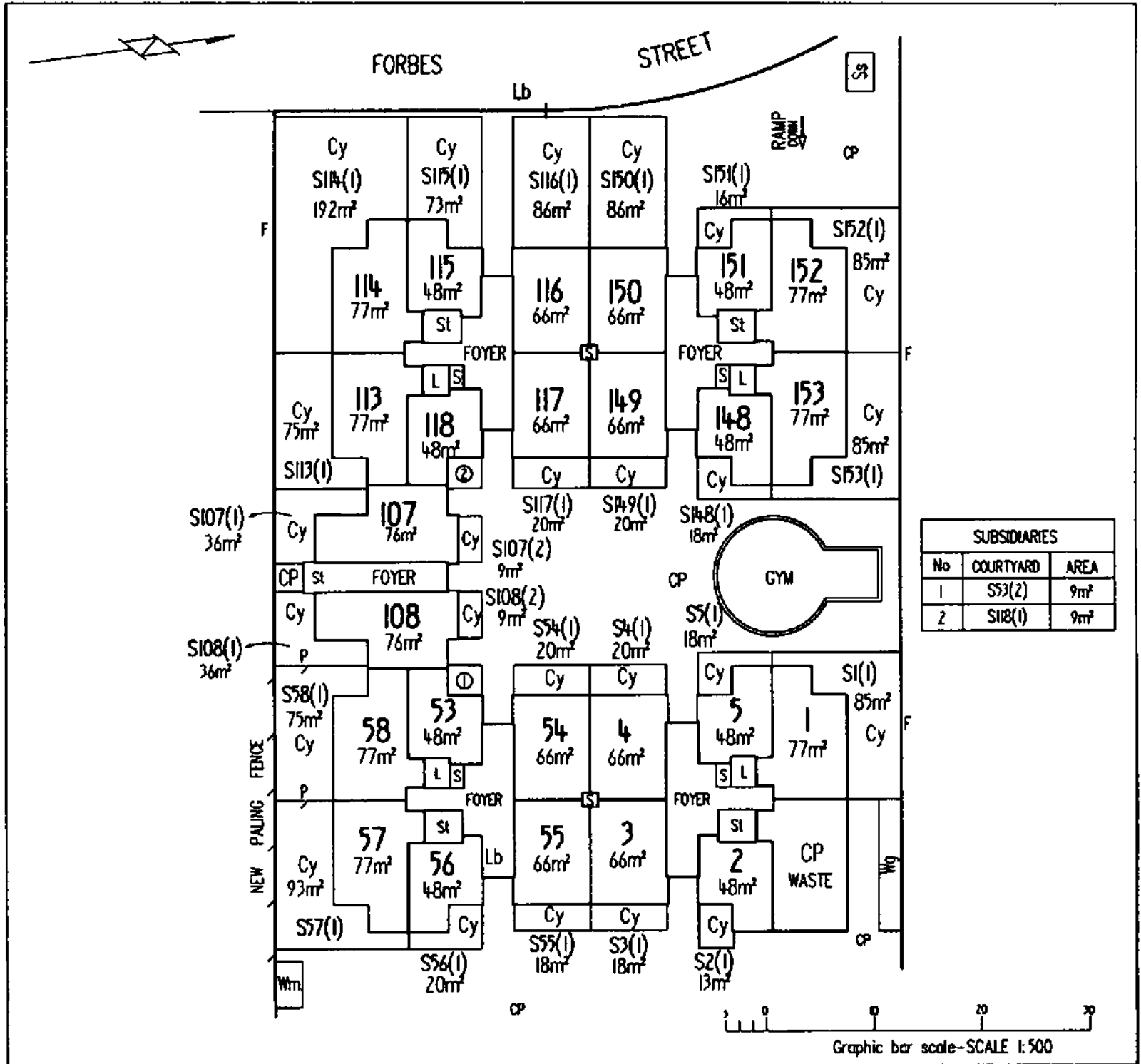
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Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

GROUND FLOOR	ADJOINS SHEET 24 ABOVE ADJOINS SHEETS 21 & 22 BELOW
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SUBSIDIARIES		
No	COURTYARD	AREA
1	S53(2)	9m²
2	S18(1)	9m²

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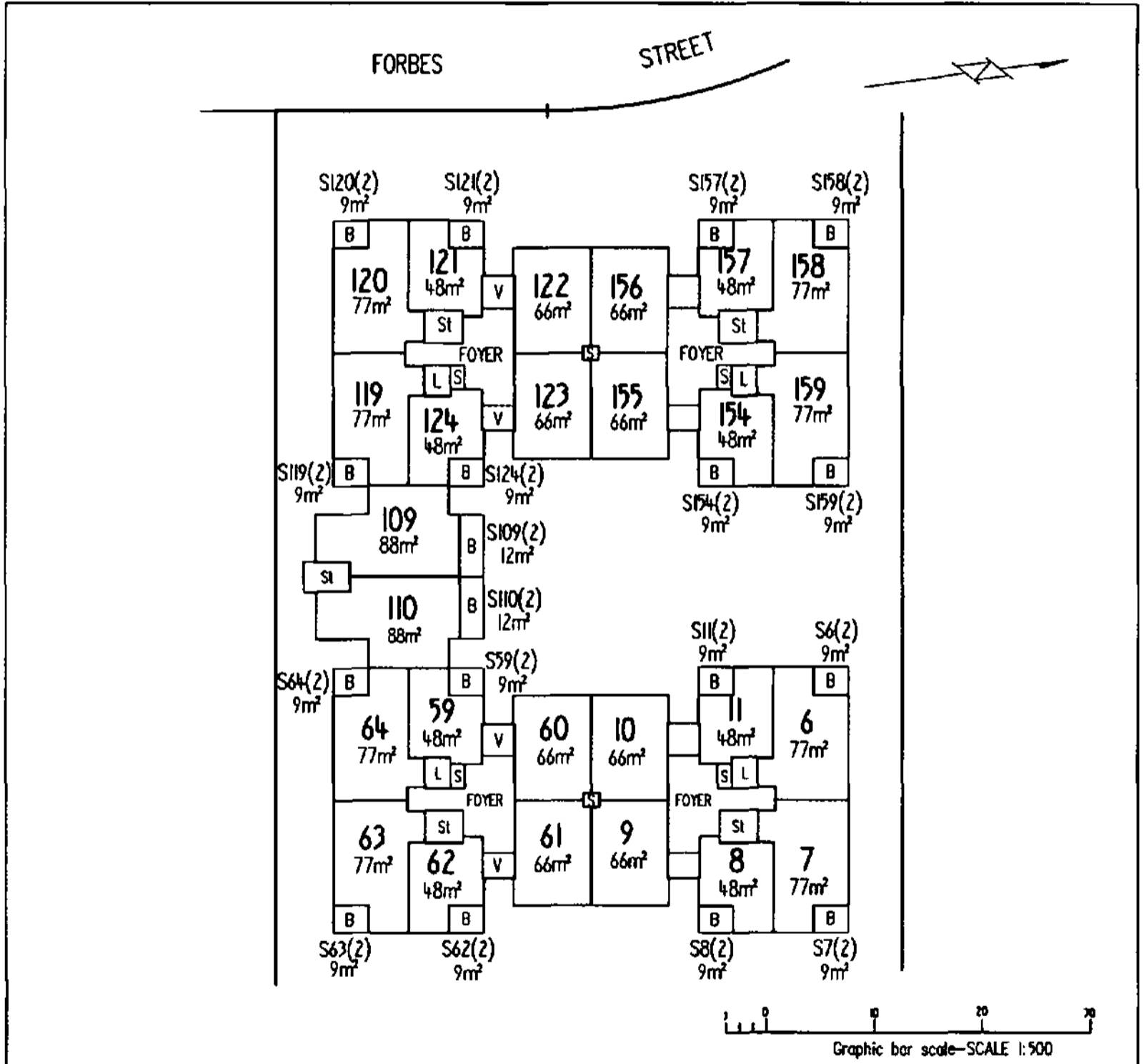
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

FIRST FLOOR	ADJOINS SHEET 25 ABOVE ADJOINS SHEET 23 BELOW
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Registered Proprietor

Lyn Tankev
Lyn Tankev
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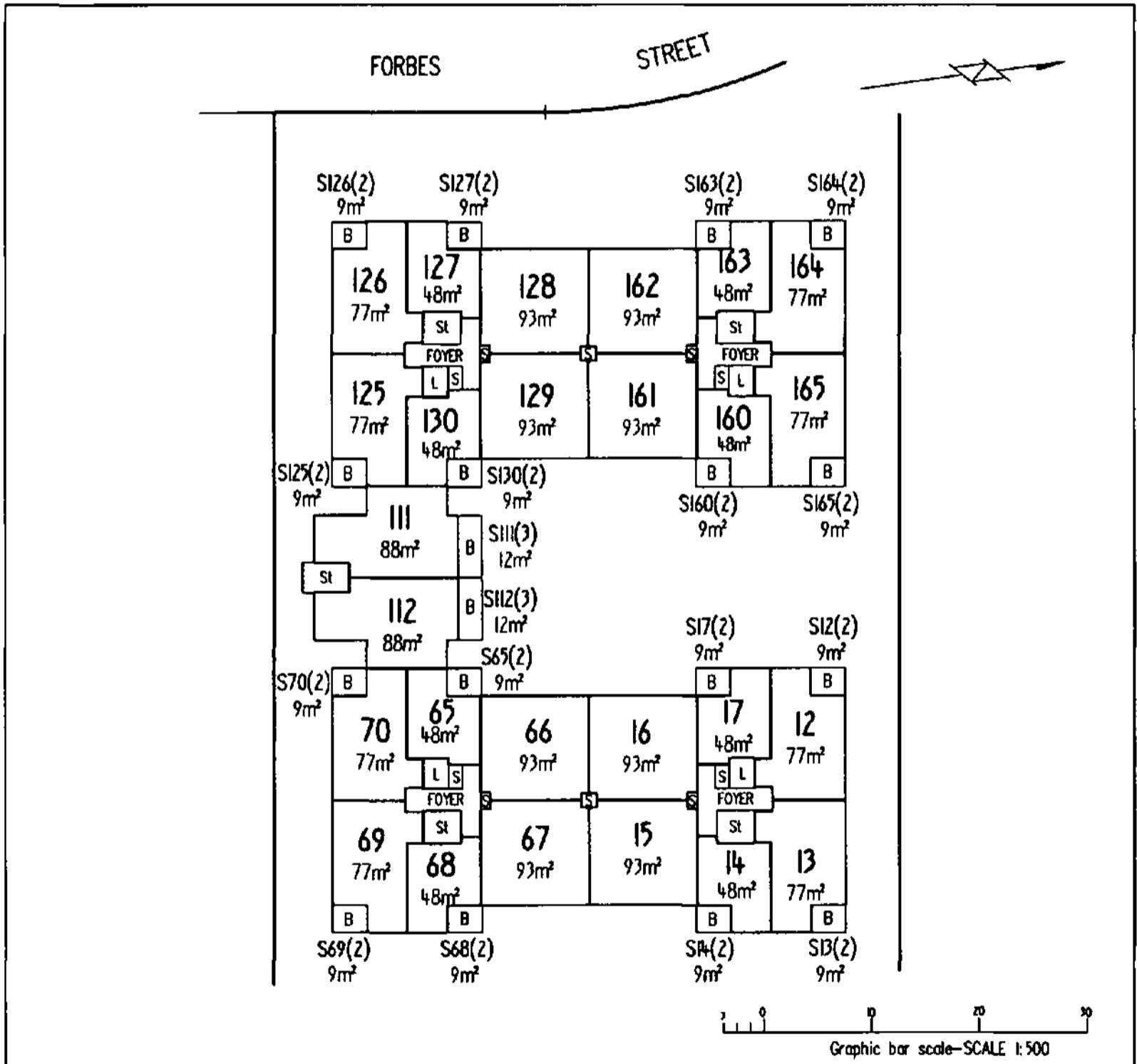
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

SECOND FLOOR	ADJOINS SHEET 26 ABOVE ADJOINS SHEET 24 BELOW
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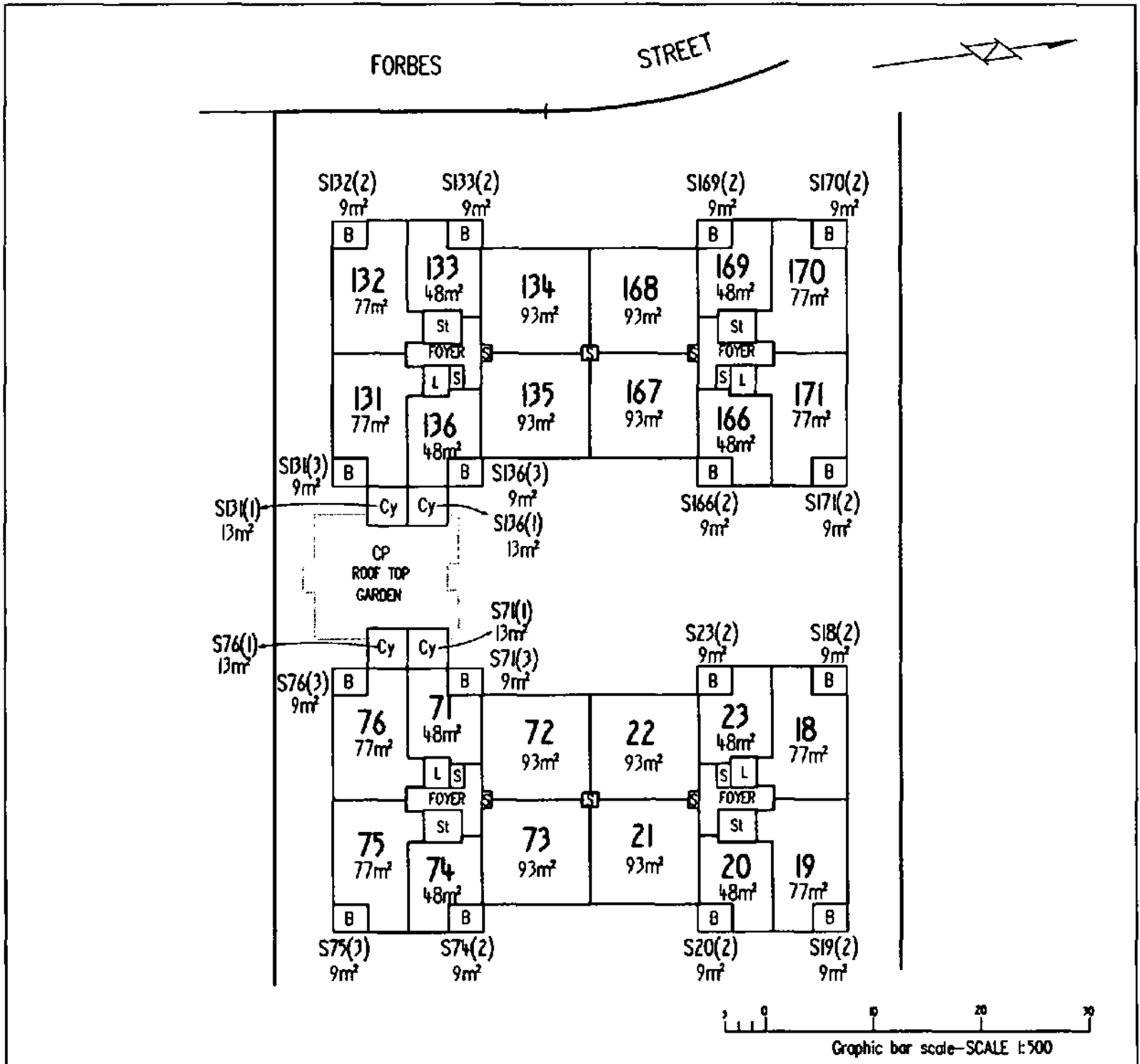
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Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

THIRD FLOOR	ADJOINS SHEET 27 ABOVE ADJOINS SHEET 25 BELOW
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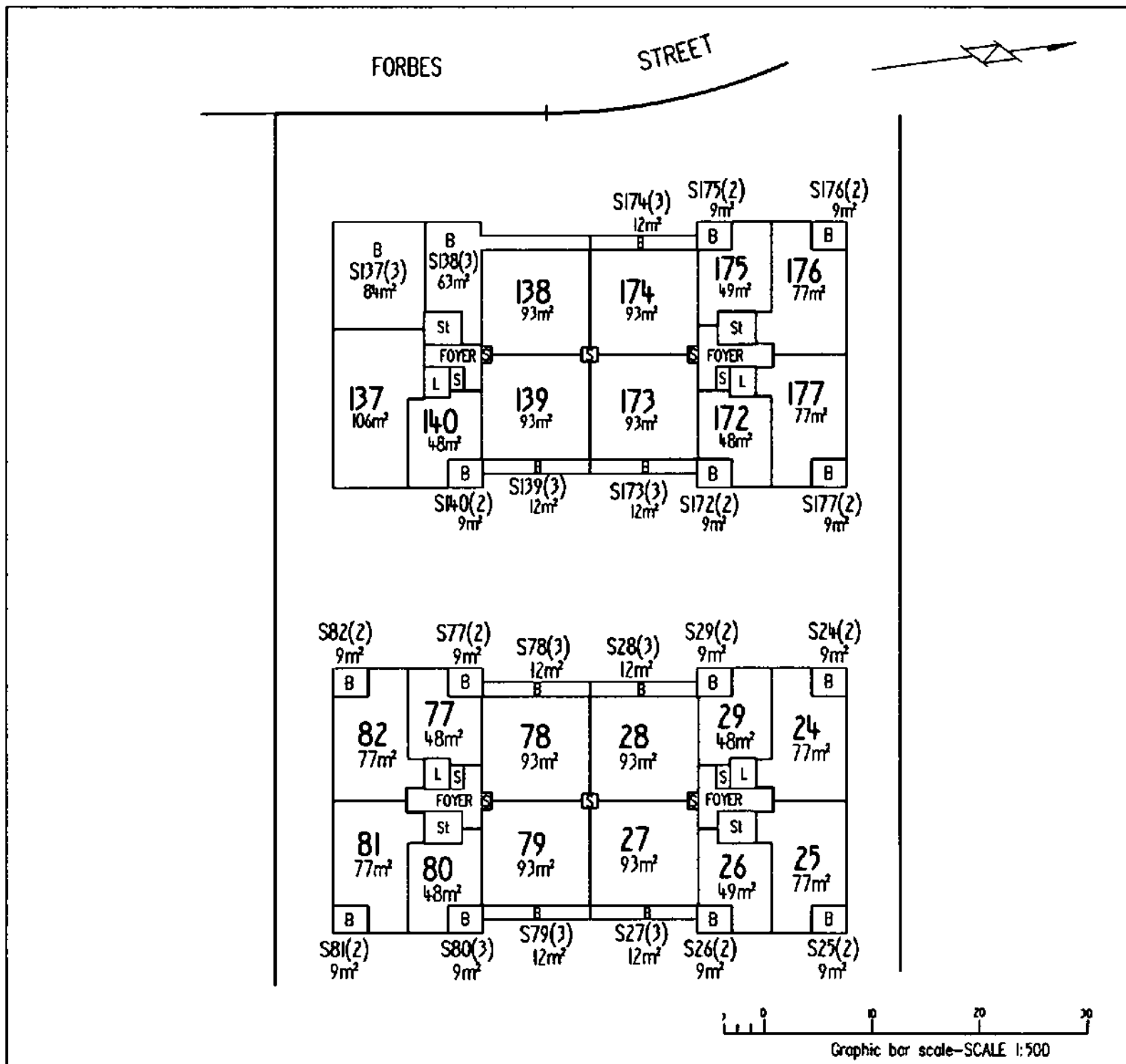
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

FOURTH FLOOR	ADJOINS SHEET 28 ABOVE ADJOINS SHEET 26 BELOW
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[Signature] Lyn Tankey
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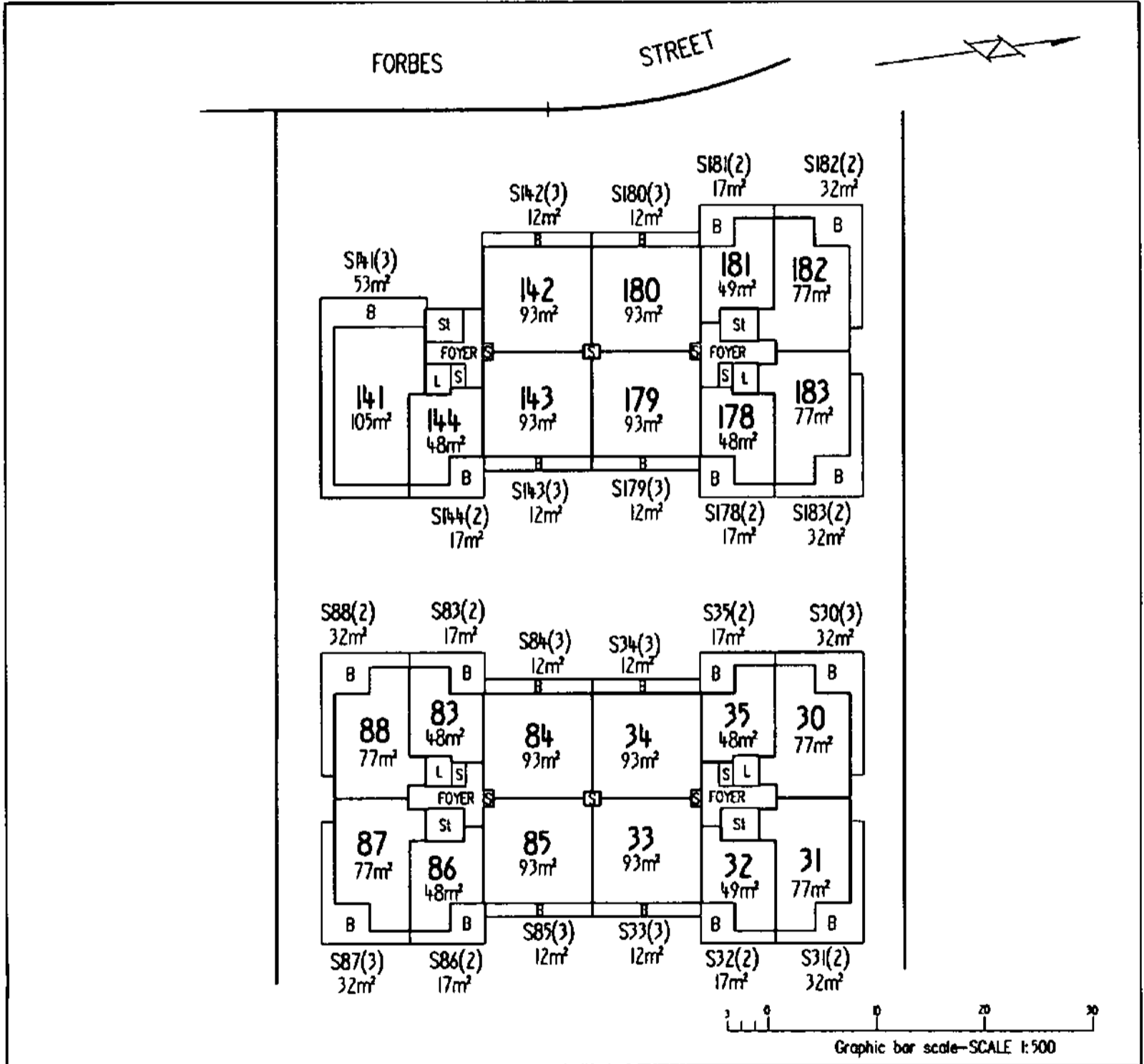
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

FIFTH FLOOR	ADJOINS SHEET 29 ABOVE ADJOINS SHEET 27 BELOW
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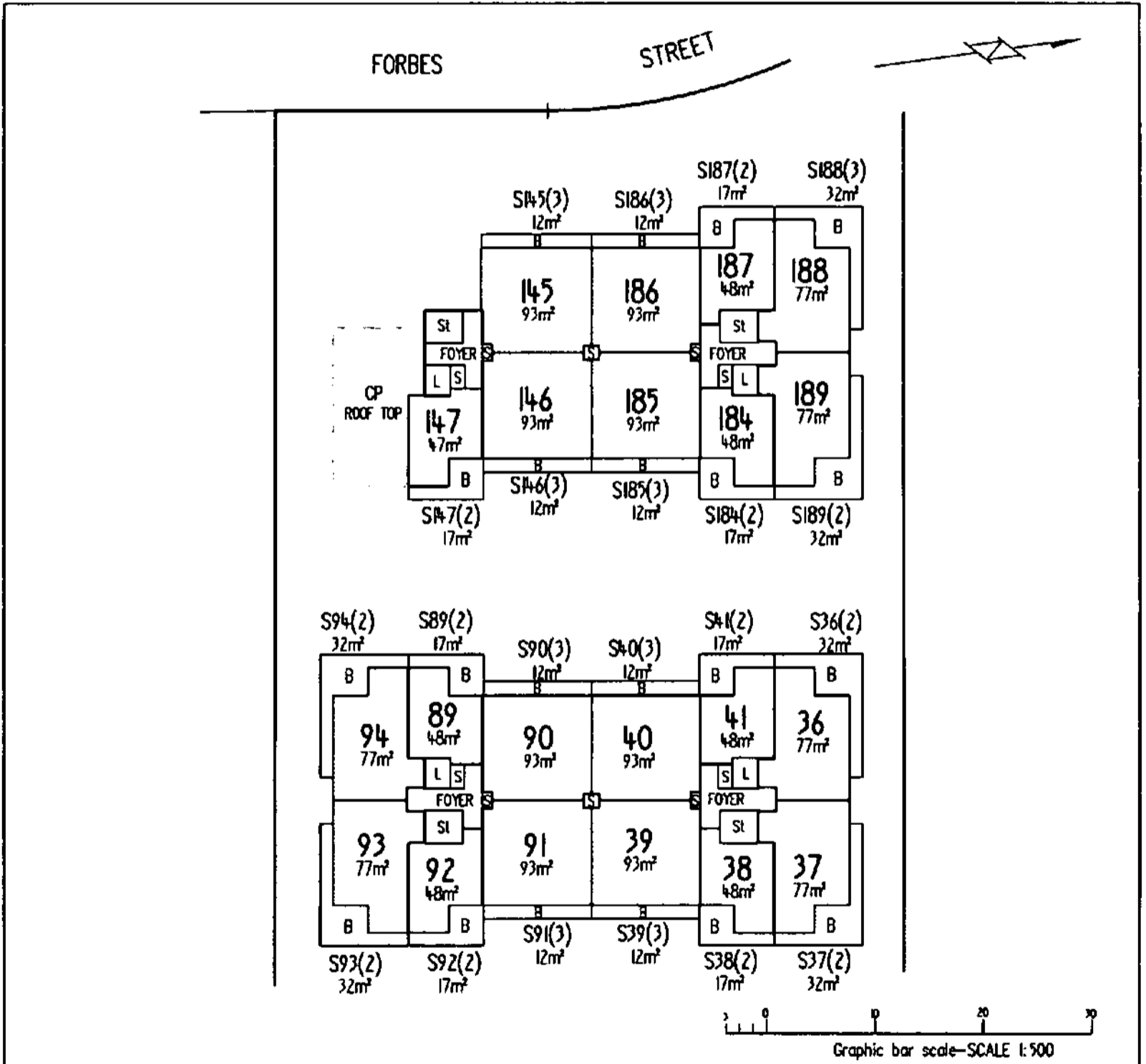
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

SIXTH FLOOR	ADJOINS SHEET 30 ABOVE ADJOINS SHEET 28 BELOW
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Registered Proprietor

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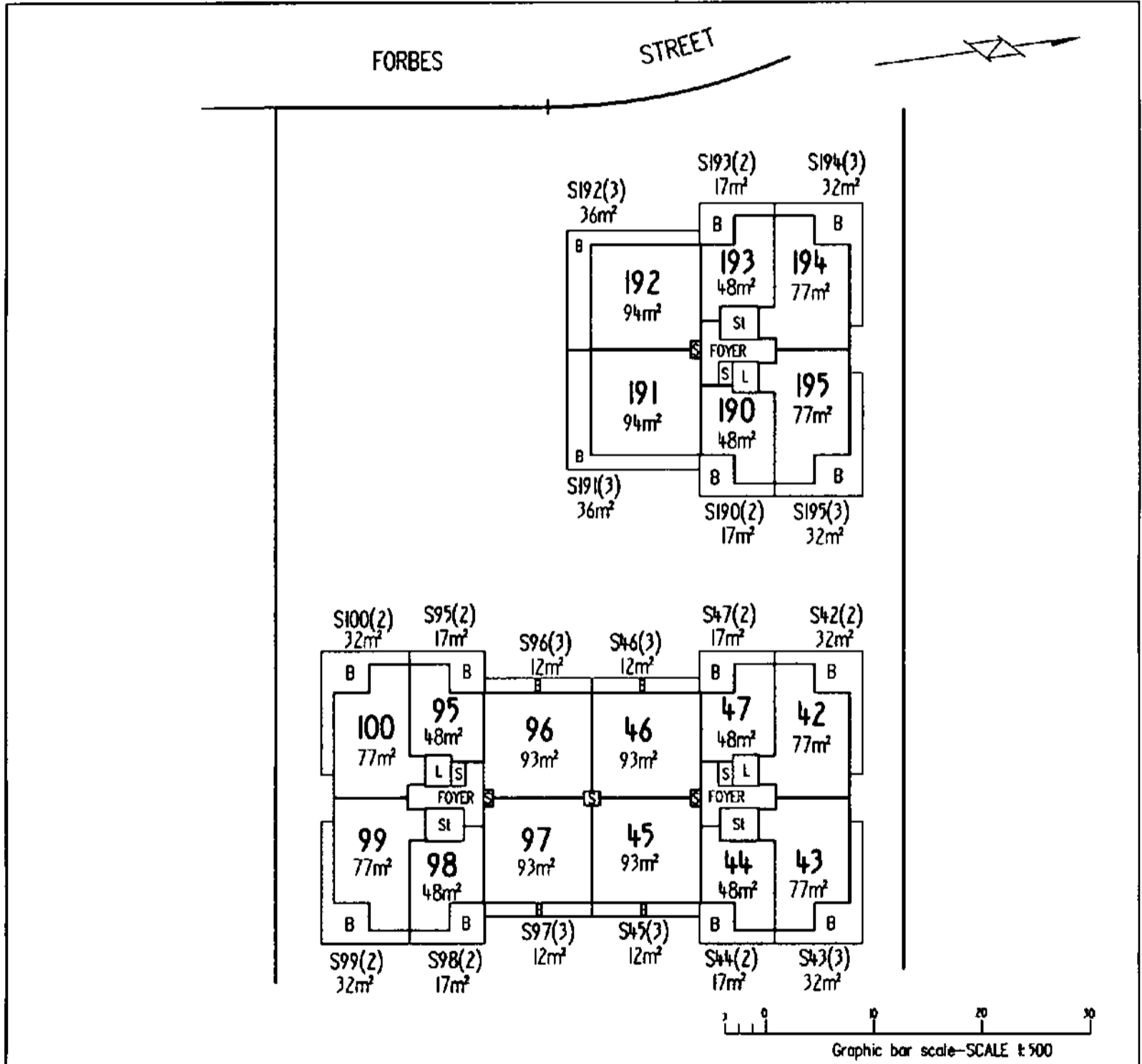
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

SEVENTH FLOOR	ADJOINS SHEET 31 ABOVE ADJOINS SHEET 29 BELOW
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Sole Director ELISA ROSO
Elisa Roso
Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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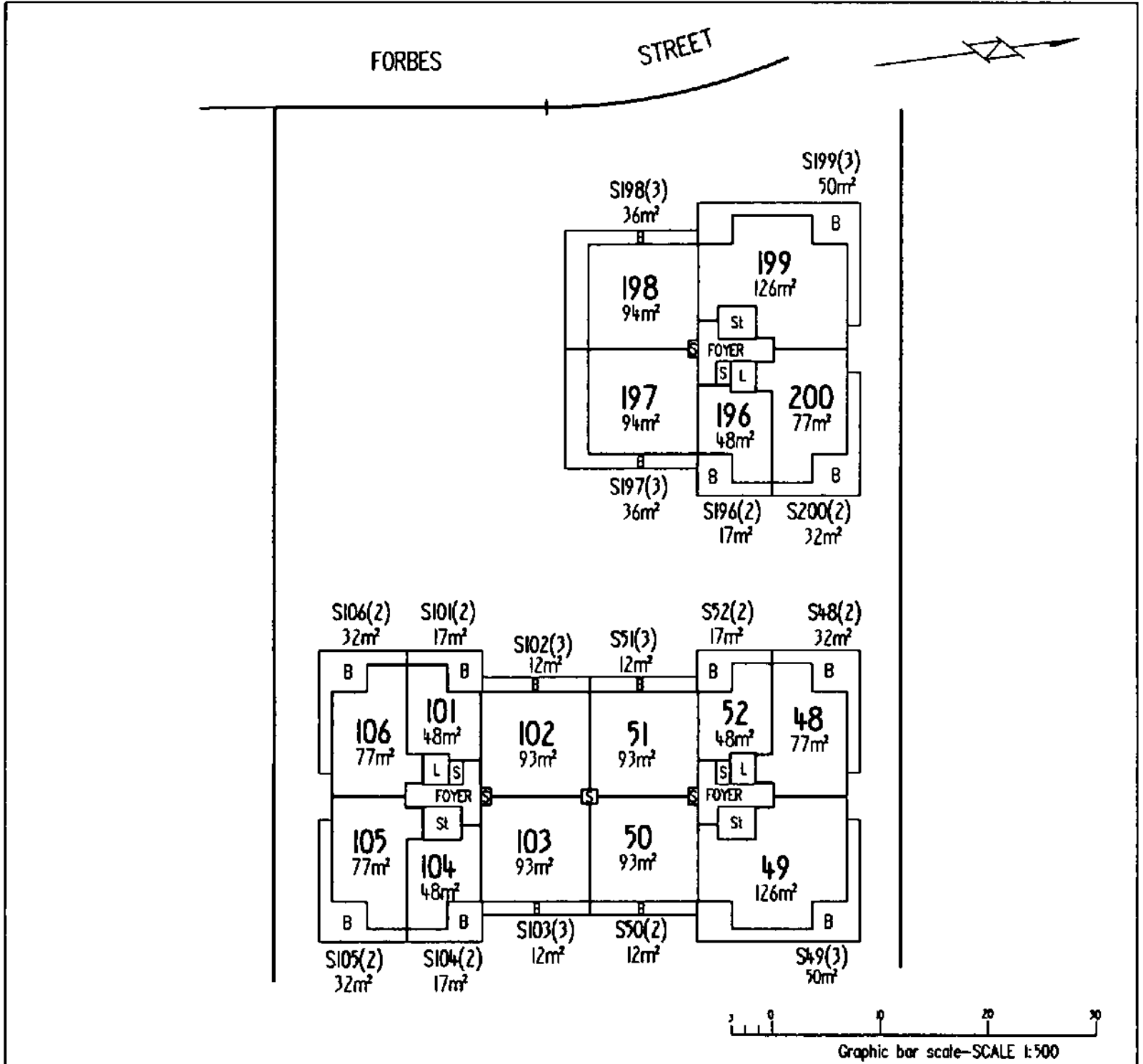
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FLOOR PLAN

Division	Section	Block
TURNER	58	2

UNITS PLAN No.
4693

EIGHTH FLOOR	ADJOINS SHEET 30 BELOW
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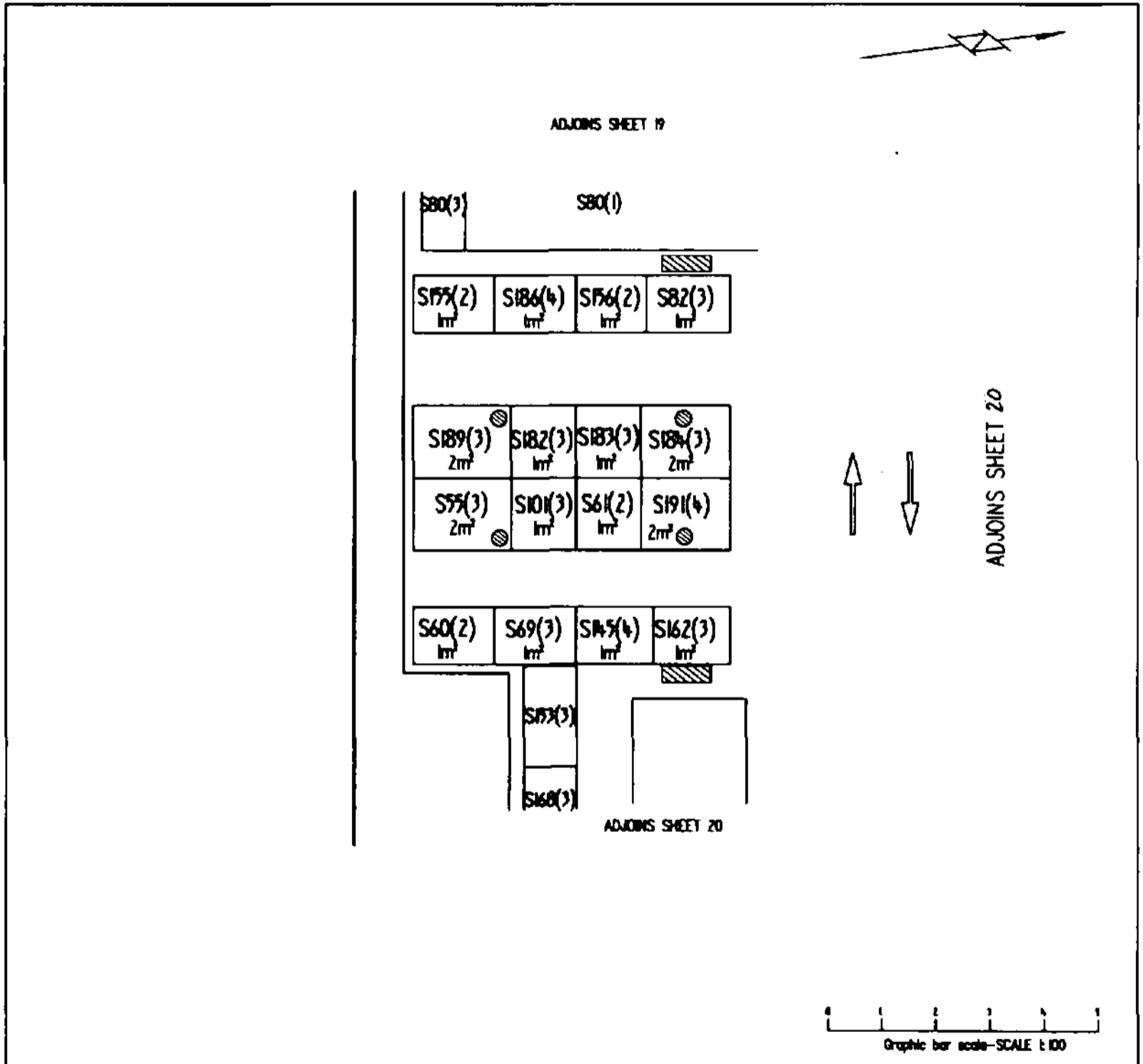
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	58	2	4693

LOWER BASEMENT FLOOR	ADJOINS SHEETS 21 & 22 ABOVE
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Sole Director ELISA ROSO
Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4693

Block 2 Section 58 Division of TURNER

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

- TERM 1. The term of the lease of each of the units expires on the fourteenth day of September Two thousand one hundred and ten.
- RENT 2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos 1 - 200 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

XLR W

- PURPOSE (c) To use Units 1 to 200 only for one or more of the following purposes:
- (i) community use LIMITED to health facility;
 - (ii) non retail commercial LIMITED to office;
 - (iii) residential LIMITED TO multi unit housing; and
 - (iv) restaurant LIMITED to a maximum gross floor area of 200 square metres;
- UNIT SUBSIDIARY (d) Not to use any unit subsidiary to that unit as a habitation;
- SERVICE AREAS (e) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (f) That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- BUILDING SUBJECT TO APPROVAL (g) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (h) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority

with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

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

RATES AND CHARGES

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

PRESERVATION OF TREES

- (l) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;

MINERALS AND WATER

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

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

TERMINATION

- (a) That if:
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on

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the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

- ACCEPTANCE OF (b) RENT That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 4(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 4(a);
- FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;
- EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

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

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- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, religious associated use;
- (d) "dwelling" means
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (e) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (f) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (g) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

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- (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (h) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (i) "non retail commercial use" means business agency, financial establishment, office and public agency;
- (j) "office" means the use of the parcel of land for the purpose of administration, clerical, technical, professional or like business activities including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (k) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (l) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (m) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement complex, single dwelling housing, supportive housing;

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- (n) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (o) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (p) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (q) words in the singular include the plural and vice versa;
- (r) words importing one gender include the other genders;
- (s) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.


Dated this ~~28~~ ⁸ Eighth day of July 2019.



Lyn Tankey

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

LESSEE: ART PROJECTS SIX PTY LIMITED A.C.N. 608 346 050


ART PROJECTS SIX PTY LTD
ACN 608 346 050
Sole Director ELISA ROSO



Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4693

Block 2 Section 58 Division of TURNER

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
THE LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the fourteenth day of September Two thousand one hundred and ten.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4693 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings carparking landscaping and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

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- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (h) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (i) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporations cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (j) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;

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- (k) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (l) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
 - (m) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
5. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

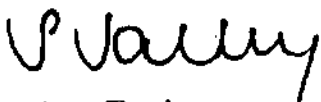
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- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4693';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;

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

Dated this 5th ^{Eighth} day of July 2019.


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

LESSEE: ART PROJECTS SIX PTY LIMITED A.C.N. 608 346 050

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ART PROJECTS SIX PTY LTD
ACN 608 346 050
Sole Director ELISA ROSO





LEASE CONVEYANCING ENQUIRY

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

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

Unit	78	Block	2	Section	58	Suburb	TURNER
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 3722 | | Dated: 22-MAR-72 |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | | (see report) |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Applicant's Name : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 22128 - 190697428

Date: 02-APR-26 09:23:03



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

02-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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INFORMATION ABOUT THE PROPERTY

TURNER Section 58/Block 2/Unit 78

Building Class: A

Area(m2): 5,046.1
Unimproved Value: \$12,900,000 **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.



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DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)



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Application DA201629148 **Lodged** 11-JUL-16 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-DEMOLITION-NEW NINE STOREY MIXED USE DEVELOPMENT. Demolition of the existing building and construction of a nine storey development comprising of 209 residential units, a gymnasium and two levels of basement car parking.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
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Application DA201629148 **Lodged** 11-JUL-16 **Type** See Subclass

Lessee	217 Nba Pty Ltd
Lessee	Johnny Roso
Applicant	Stewart Architecture
Representor	Burke, B & P
Representor	Beverley, D & C
Representor	Tarlinton, B
Representor	Parsons, G
Representor	Watts, R
Representor	Executive Committee, Monarch A
Representor	Gacesa, A
Representor	Condon, R & Ivatts, S
Representor	Markwart, D
Representor	Aboutorab, N
Representor	Tein, S
Representor	Mcnamara, G
Representor	Robbins, M
Representor	Graham-Matheson, C
Representor	Cardew-Hall, D
Representor	Ghasemi, H
Representor	Dechnik, R
Representor	Biziak, M
Representor	Tomlinson, S & M
Representor	Wishart, A
Representor	Chalmers, H & M-L
Representor	Tarlinton, S
Representor	Hilton, K
Representor	Weaver, J
Representor	Mcnamara, F & Percival, D
Representor	Joel C
Representor	Gray-Rodgers, S
Representor	Brimson, C & G
Representor	Atkins, P
Representor	Bowman, D
Representor	Turner Residents Association
Representor	Collien, L
Representor	Farlow, C
Representor	Executive Committee Of 'Northg
Representor	Stein, P
Representor	Connor, H
Representor	Aueb-Charles, N
Representor	Preist, M
Representor	Walter, C & G



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PLANNING AND LEASE MANAGER (PaLM)
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Application DA201629148 **Lodged** 11-JUL-16 **Type** See Subclass

-- Activities -----

Activity Name

Merit Track
Da - Reconsideration
Aat - Appeal

Status

Refused
Approval Conditional
Appeal - Consent Dec



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LAND, PLANNING & BUILDING SERVICES
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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201426084 **Lodged** 28-AUG-14 **Type** See Subclass

-- Application Details -----

Description

MIXED USE-ADDITION-114 APARTMENTS-267 CAR PARKING. Proposed construction of 114 new residential apartments above and behind the existing office building; associated basement and above ground parking of 267 spaces for both residential and office accommodation; relocation of existing driveway entrance.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Representor	Turner Residents Association
Lessee	Magpie Property Developments P
Applicant	Peter Byfield
Representor	Natalie Aueb Charles
Representor	Sharon & Matt Tomlinson
Representor	Cal & Geraldine Walters
Representor	Brian & Phil Burke
Representor	Ron Watts
Representor	Geoffrey Parsons
Representor	Valmai Avery
Representor	Dianne Markwart
Representor	Colin & Gail Brimson
Representor	Karina Hilton
Representor	Executive Committee - Northgat
Representor	Alison Wishart
Representor	Brian & Judy Garrington
Representor	Executive Committee
Representor	Dr Jenny G. Atton
Representor	Justin Sheardown
Representor	Robert Sirr
Representor	Reet Bergman
Representor	Matt Banister
Representor	Meyer Vandenberg
Representor	Lester Yao
Representor	Andrew Bajkowski
Representor	Rita Brokans
Representor	Asha Tsimeris

-- Activities -----

Activity Name	Status
Da - Reconsideration	Active
Merit Track	Refused



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PLANNING AND LEASE MANAGER (PaLM)
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Application DA201119643 **Lodged** 16-MAR-11 **Type** See Subclass

-- Application Details -----

Description

MIXED USE-DEMOLITION. Removal of underground fuel tank.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Lessee	Magpie Property Developments
Applicant	Magpie Property Developments

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA201017817 **Lodged** 28-MAY-10 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION. Vary the purpose clause of the Crown lease by adding community use LIMITED to health facility, non retail commercial LIMITED to a office, residential use LIMITED to multi unit housing and restaurant to a maximum gross floor area of 200 square metres.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Lessee	Magpie Property Developments P
Applicant	Cb Richard Ellis

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200812896 **Lodged** 13-NOV-08 **Type** See Subclass

-- Application Details -----

Description

NON RESIDENTIAL-COMMERCIAL-DEMOLITION-NEW BUILDING. Demolition of existing building and proposed new seven storey commercial building with five storey basement car park and associated public works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Representor	Gerlinde Sullivan
Representor	Natalia Aueb-Charles
Applicant	Scott Carver
Lessee	Magpie Property Developments
Representor	Merrilyn Sernack
Representor	Penny & Jon Lovell
Representor	Jason Oliver
Representor	Mick Wearn
Representor	S.J. Johnson
Representor	Sonia Dimoska
Representor	Teresa Staltari
Representor	Brian Burke

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA200502388 **Lodged** 30-MAY-05 **Type** Non-residential

-- Application Details -----

Description

New work and upgrading of the facade of 'Construction House'.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Applicant	217 Northbourne Pty Limited
Lessee	217 Northbourne Pty Limited

-- Activities -----

Activity Name	Status
Da - No Notification	Approved



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA992081 **Lodged** 20-APR-99 **Type** Non-residential

-- Application Details -----

Description

Provision of a secured car parking area at the rear of Construction House within the area of the existing at-grade carpark

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Applicant	Anthony Cooper & Associate
Contact	Walker
Lessee	Australian Institute Of Buildi
Lessee	Master Builders Australia Inc

-- Activities -----

Activity Name	Status
Da - With Dap. (Level 2)	Approval Conditional

Application DA983576 **Lodged** 31-JUL-98 **Type** Sign

-- Application Details -----

Description

Installation of single sided plinth sign, 1200mm X 1200mm.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Applicant	Environment Manag. Industry

-- Activities -----

Activity Name	Status
Da - With Dap.(Public Notif)	Approved



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

02-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA960112 **Lodged** 10-JAN-96 **Type** Non-residential

-- Application Details -----

Description
 NEW ALTERATIONS

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Applicant	Anthony Cooper & Associates

-- Activities -----

Activity Name	Status
D+S Non Residential	Approved

Application DA930551 **Lodged** 29-JAN-93 **Type** Non-residential

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Applicant	Anthony Cooper & Associates

-- Activities -----

Activity Name	Status
Non-Residential Design Siting	Approved



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

02-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 11 of 12

Application DA910964 **Lodged** 29-NOV-91 **Type** Non-residential

-- Application Details -----

Description

NON-RESIDENTIAL
 ALTERATIONS
 GFA 85M2

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	2-2	

-- Involved Parties -----

Role	Name
Applicant	Munns Sly Scott Bohanna Moss
Contact	Master Builders

-- Activities -----

Activity Name	Status
Design & Siting - Non Residentl	Approved

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

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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



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Page 12 of 12

ASBESTOS SEARCH

ACT Government records indicate that a form of asbestos is or has been present on this land. For further information please refer to the Building Conveyancing Report, or contact a licensed Asbestos Assessor for an independent report in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos).

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

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

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 4693 Lot No. 78 Unit No. 78

Unit Owner/Eligible Person: Nicola Mackey & James Rowan

Nicola Mackey & James Rowan
c/- Hive Property Canberra
Level 1/4 Campion Street
DEAKIN act 2600

1. Committee Details

Michael Douglas	Adam Boyle
Shelley Anne Robertson	
Xinyue Han	
Luisa Fernanda Martinez-Escobar	
Tally Tarik	

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

2. Corporations Manager

The name and contact details of the corporations manager:

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

3. Records

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

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

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	CHUBB Insurance Company of Australia Ltd	01GS545408	\$95,440,000.00	12/07/2026	\$144,464.91
Common Area Contents			\$954,400.00		
Catastrophe			\$14,459,160.00		
Machinery Breakdown			\$100,000.00		
Consequential Loss Insurance			\$14,316,000.00		
Crime Insurance			\$100,000.00		
Public Liability			\$20,000,000.00		

5. Contributions and Special Purpose Funds

5.1 The period the contributions and special purpose funds for the unit are for: (01/10/2025 - 30/09/2026)

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
05/01/2026	Standard Levy Contribution Schedule	\$1,099.78	\$267.47	\$1,367.25
01/04/2026	Standard Levy Contribution Schedule	\$1,099.78	\$267.47	\$1,367.25
01/06/2026	Standard Levy Contribution Schedule	\$1,099.78	\$267.47	\$0.00
01/09/2026	Standard Levy Contribution Schedule	\$1,099.78	\$267.47	\$0.00
Admin Fund Contributions				\$4,399.12
Sinking Fund Contributions				\$1,069.88
Total Contributions				\$5,469.00
Amount (if any) outstanding				\$0.00
Interest (if any) on outstanding amount				\$0.00
Amount (if any) in credit				\$0.00

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund \$30,253.41

Sinking Fund \$640,984.71

Total \$671,238.12

6. Developer Control Period

Developer control period expiry date: 10/09/2019

7. Borrowings

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

8. Sustainability Infrastructure

Sustainability Infrastructure: N/A

9. Planning and Land Authority Crown Lease Extension


Lease Expiry Date: 14/09/2110

10. Swimming Pool

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

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

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

<p>Date: 09/04/2026 The Common Seal of The Owners – Units Plan No 4693</p>	
<p>Was hereunto affixed in The presence of</p> <p style="text-align: center;"><i>[Handwritten Signature]</i></p> <p>Signature: _____</p>	

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

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Contracts Register

4693 On Forbes 217 Northbourne Avenue

Page 1

Contractor Name and Address: 360 Degree Fire PO Box 333 QUEANBEYAN NSW 2620	Details of Duties: Fire Protection Services Delegated Powers: Basis of Remuneration: Commencement Date: 01/07/2024 Terms: 3 years Copy of Agreement on File? N	Termination Date: 30/06/2027 Options: Workers Comp No:
Contractor Name and Address: Capital Doorworks 42 Raws Crescent HUME ACT 2620	Details of Duties: Roller Door Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 27/04/2024 Terms: 3 years Copy of Agreement on File? N	Termination Date: 27/04/2027 Options: Workers Comp No:
Contractor Name and Address: Focus Facilities Maintenance PO Box 7006 KALEEN ACT 2617	Details of Duties: Gardening Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: Terms: - Copy of Agreement on File? N	Termination Date: 31/12/2026 Options: Workers Comp No:
Contractor Name and Address: GymQuip Fitness 16 Goolwa Place FYSHWICK ACT 2609	Details of Duties: Gym Equipment Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 01/02/2024 Terms: 3 years Copy of Agreement on File? N	Termination Date: 31/01/2027 Options: Workers Comp No:
Contractor Name and Address: HVAC Canberra 27 Molonglo Mall FYSHWICK ACT 2609	Details of Duties: HVAC Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 19/01/2024 Terms: 3 years Copy of Agreement on File? N	Termination Date: 18/01/2027 Options: Workers Comp No:
Contractor Name and Address: Jim's Termite & Pest Control (Yass) 21 Meehan St YASS NSW 2582	Details of Duties: Pest Control Services Delegated Powers: Basis of Remuneration: Commencement Date: 28/07/2025 Terms: 3 years Copy of Agreement on File? N	Termination Date: 27/07/2028 Options: Workers Comp No:
Contractor Name and Address: Kone Elevators BPAY 17731 3/28-30 Essington Street MITCHELL ACT 2911	Details of Duties: Lift Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 01/10/2023 Terms: 3 years Copy of Agreement on File? N	Termination Date: 01/10/2026 Options: Workers Comp No:
Contractor Name and Address: Kone Elevators BPAY 17731	Details of Duties: Lift Phone Connection	

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Contracts Register

4693 On Forbes 217 Northbourne Avenue

	3/28-30 Essington Street MITCHELL ACT 2911	Delegated Powers: Basis of Remuneration: Commencement Date: 09/09/2025 Termination Date: 09/09/2026 Terms: Options: Copy of Agreement on File? N Workers Comp No:
Contractor Name and Address:	M&M Rolfe Cleaning Serv P/L PO Box 161 FYSHWICK ACT 2609	Details of Duties: Cleaning Services Delegated Powers: Basis of Remuneration: Commencement Date: 17/01/2023 Termination Date: 16/01/2027 Terms: Options: Copy of Agreement on File? N Workers Comp No:
Contractor Name and Address:	Maritex Commercial Pty Ltd 19 Darambal Street ARANDA ACT 2614	Details of Duties: Electrical Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 16/01/2024 Termination Date: 15/01/2027 Terms: 3 years Options: Copy of Agreement on File? N Workers Comp No:
Contractor Name and Address:	Rigcom 28 Coal Court BEARD ACT 2620	Details of Duties: Annual Height Safety System Inspection Delegated Powers: Basis of Remuneration: Commencement Date: 11/09/2024 Termination Date: 10/09/2027 Terms: Options: Copy of Agreement on File? N Workers Comp No:
Contractor Name and Address:	VANTAGE STRATA PTY LTD PO Box 919 DICKSON ACT 2602	Details of Duties: Strata Management Agreement Delegated Powers: Basis of Remuneration: Commencement Date: 13/07/2025 Termination Date: 12/07/2028 Terms: 3 years Options: Copy of Agreement on File? N Workers Comp No:
Contractor Name and Address:	VANTAGE STRATA PTY LTD PO Box 919 DICKSON ACT 2602	Details of Duties: Building Management Agreement Delegated Powers: Basis of Remuneration: Commencement Date: 13/07/2025 Termination Date: 12/07/2028 Terms: 3 years Options: Copy of Agreement on File? N Workers Comp No:
Contractor Name and Address:	Water Tight - ACT PO Box 6273 O'CONNOR ACT 2602	Details of Duties: Hydraulic Maintenance Delegated Powers: Basis of Remuneration: Commencement Date: 01/02/2023 Termination Date: 01/02/2027 Terms: Options: Copy of Agreement on File? N Workers Comp No:

Vantage Strata Pty Ltd

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

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

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OWNER LEDGER from 01/01/24 to 09/04/26 Contribution Schedule

U/Plan: 4693
Building Address: 217 Northbourne Avenue

Units: 200

Lots: 200

:

Suburb: TURNER
Building Name: On Forbes
GST?: Yes

State: ACT **Post Code:** 2612

ABN: 46822423812
Manager: Vanessa Dix

Lot 78	Unit 78	Nicola Mackey & James Rowan	Debit	Credit	Balance
01/01/24		Opening Balance	\$0.00	\$0.00	\$0.00
12/01/24	5593	Receipt; Standard Levy Contribution for 12/01/2024 to 11/04/2024 Levy Ref# 3831	\$0.00	\$251.86	\$251.86 CR
12/01/24	5594	Receipt; Standard Levy Contribution for 12/01/2024 to 11/04/2024 Levy Ref# 4631	\$0.00	\$993.57	\$1,245.43 CR
29/02/24	3831	Standard Levy Contribution From: 12/01/2024 To: 11/04/2024	\$251.86	\$0.00	\$993.57 CR
29/02/24	4631	Standard Levy Contribution From: 12/01/2024 To: 11/04/2024	\$993.57	\$0.00	\$0.00
01/05/24	4031	Standard Levy Contribution From: 12/04/2024 To: 11/07/2024	\$251.86	\$0.00	\$251.86 DR
01/05/24	4831	Standard Levy Contribution From: 12/04/2024 To: 11/07/2024	\$993.57	\$0.00	\$1,245.43 DR
10/05/24	6300	Receipt; Standard Levy Contribution for 12/04/2024 to 11/07/2024 Levy Ref# 4031	\$0.00	\$251.86	\$993.57 DR
10/05/24	6301	Receipt; Standard Levy Contribution for 12/04/2024 to 11/07/2024 Levy Ref# 4831	\$0.00	\$993.57	\$0.00
30/09/24	5301	Standard Levy Contribution Schedule From: 12/07/2024 To: 11/10/2024	\$1,319.90	\$0.00	\$1,319.90 DR
04/10/24	6600	Receipt; Standard Levy Contribution Schedule for 12/07/2024 to 11/10/2024 Levy Ref# 5301	\$0.00	\$1,319.90	\$0.00
15/11/24	6748	Receipt; Standard Levy Contribution Schedule for 12/10/2024 to 11/01/2025 Levy Ref# 5302	\$0.00	\$1,319.90	\$1,319.90 CR
01/12/24	5302	Standard Levy Contribution Schedule From: 12/10/2024 To: 11/01/2025	\$1,319.90	\$0.00	\$0.00
07/02/25	6986	Receipt; Standard Levy Contribution Schedule for 12/01/2025 to 11/04/2025 Levy Ref# 5303	\$0.00	\$1,319.90	\$1,319.90 CR
01/03/25	5303	Standard Levy Contribution Schedule From: 12/01/2025 To: 11/04/2025	\$1,319.90	\$0.00	\$0.00
16/05/25	7316	Receipt; Standard Levy Contribution Schedule for 12/04/2025 to 11/07/2025 Levy Ref# 5304	\$0.00	\$1,319.90	\$1,319.90 CR
01/06/25	5304	Standard Levy Contribution Schedule From: 12/04/2025 To: 11/07/2025	\$1,319.90	\$0.00	\$0.00
12/12/25	7541	Receipt; Standard Levy Contribution Schedule for 01/10/2025 to 31/12/2025 Levy Ref# 6168	\$0.00	\$1,367.25	\$1,367.25 CR
05/01/26	6168	Standard Levy Contribution Schedule From: 01/10/2025 To: 31/12/2025	\$1,367.25	\$0.00	\$0.00

Vantage Strata Pty Ltd

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

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

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Page 2

OWNER LEDGER from 01/01/24 to 09/04/26 Contribution Schedule

U/Plan: 4693 **Units:** 200 **Lots:** 200
Building Address: 217 Northbourne Avenue
:
Suburb: TURNER **State:** ACT **Post Code:** 2612
Building Name: On Forbes
GST?: Yes **ABN:** 46822423812
Manager: Vanessa Dix

Lot 78	Unit 78	Nicola Mackey & James Rowan (Continued)			
Date	Ref	Details	Debit	Credit	Balance
13/03/26	7783	Receipt; Standard Levy Contribution Schedule for 01/01/2026 to 31/03/2026 Levy Ref# 6169	\$0.00	\$1,367.25	\$1,367.25 CR
01/04/26	6169	Standard Levy Contribution Schedule From: 01/01/2026 To: 31/03/2026	\$1,367.25	\$0.00	\$0.00
		Closing Balance	\$10,504.96	\$10,504.96	\$0.00
		Interest Due	\$0.00		\$0.00
		Total Balance	\$10,504.96	\$10,504.96	\$0.00



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 11 July 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	Unit Plan 4693	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	01GS545408	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 12 July 2025, Local Standard Time
	To:	4.00pm on 12 July 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	217 Northbourne Avenue, Turner ACT 2612	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 95,440,000
	Common Contents	AUD 954,400
	Catastrophe	AUD 14,459,160
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 14,316,000	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 125,169,560	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 20,000,000 in respect of any one Occurrence
	Property Damage	AUD 20,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 11 July 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



William Lee
Strata Underwriter, NSW/ACT

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Insurance Valuation Report

For

On Forbes

**217 Northbourne Avenue, Braddon ACT
2612**

Scheme Number: 4693



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 192714

27 June 2023

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qjagroup.com.au
W www.qjagroup.com.au

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 that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **217 Northbourne Avenue, Braddon ACT 2612.**

1.2 Property Address

The property is situated at **217 Northbourne Avenue, Braddon ACT 2612.**

1.3 Description of Building

The property is developed as a six to nine storey residential building comprises total two hundred residential apartments with allocated car parking spaces at two levels of basement, and one freestanding gym building. Access to upper floor is by internal stairs and four passenger lifts. Common property includes communal area, gym, roof terrace, amenities, BBQ facilities, walking path, access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is 2019.

1.4 Client

The Proprietors On Forbes.

1.5 Replacement Value

Recommended Insured Value: \$95,440,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

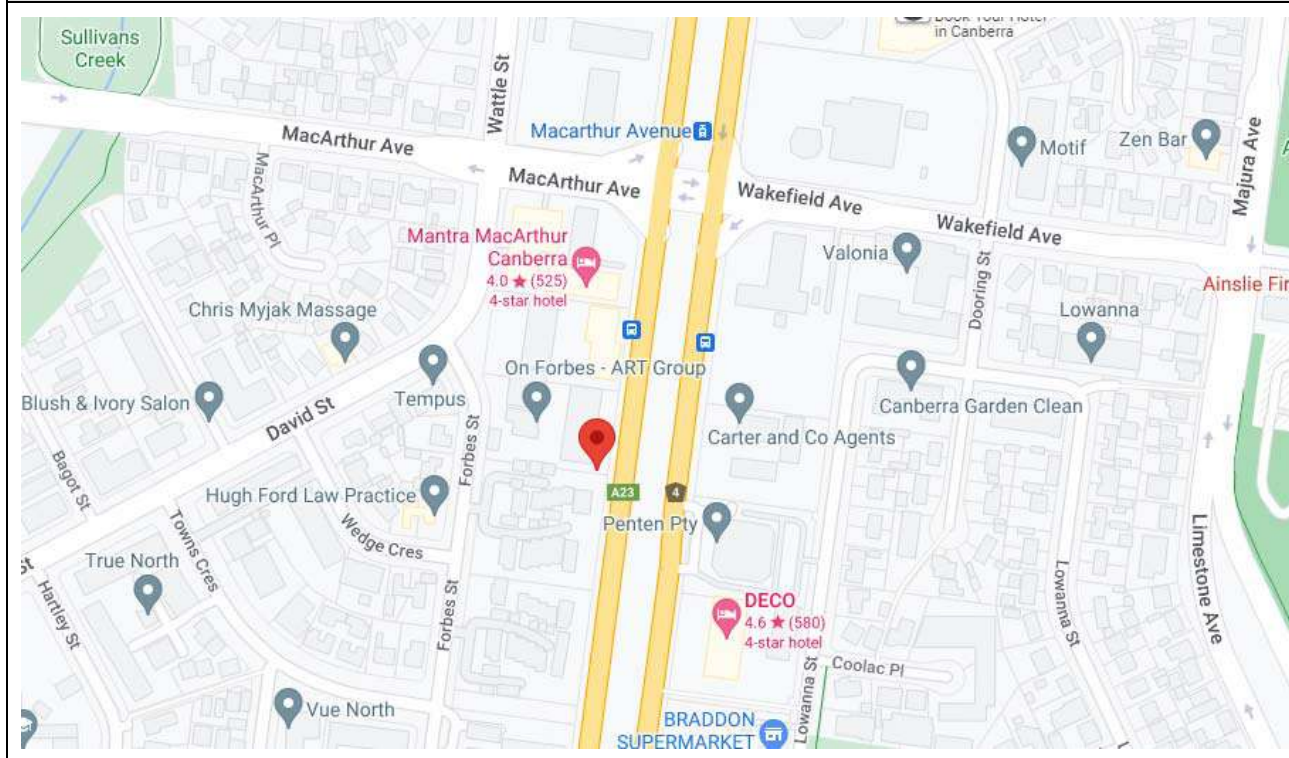
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$69,170,000
Allowance for Cost Escalation:	
Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months
Calculated at 8% over the period	\$9,685,000
Progressive Subtotal:	\$78,855,000
Professional Fees:	\$6,310,000
Progressive Subtotal:	\$85,165,000
Removal of Debris:	\$3,460,000
Progressive Subtotal:	\$88,625,000
Cost Escalation for Insurance Policy Lapse Period:	\$6,815,000
Progressive Subtotal:	\$95,440,000
Recommended Insured Value:	\$95,440,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 *ADDITIONS & IMPROVEMENTS*

There appears to have been no improvement to the original construction.

3.3 *MAINTENANCE*

Generally, the building appears to have been reasonably well maintained.

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 **Primary Method of Construction**

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Concrete masonry.

EXTERNAL WALL FINISHES: Reinforced concrete and timber claddings.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Reinforced concrete and low-pitched.

ROOFING: 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'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

**On Forbes
217 Northbourne Avenue, Turner, ACT 2612
Scheme Number: 4693**



COMPILED BY VON HARAMINA

**On 5 May 2023 for the
15 Years Commencing: 22 December 2022
QIA Job Reference Number: 185490**

Professional Indemnity Insurance Policy Number 1411189338 PLP
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QIA Group Pty Ltd
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QIA Group Pty Ltd

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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

217 Northbourne Avenue, Turner, ACT 2612

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$14.06
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$325,629.00
The proposed Sinking Fund Levy per entitlement is:	\$15.26

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% 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.

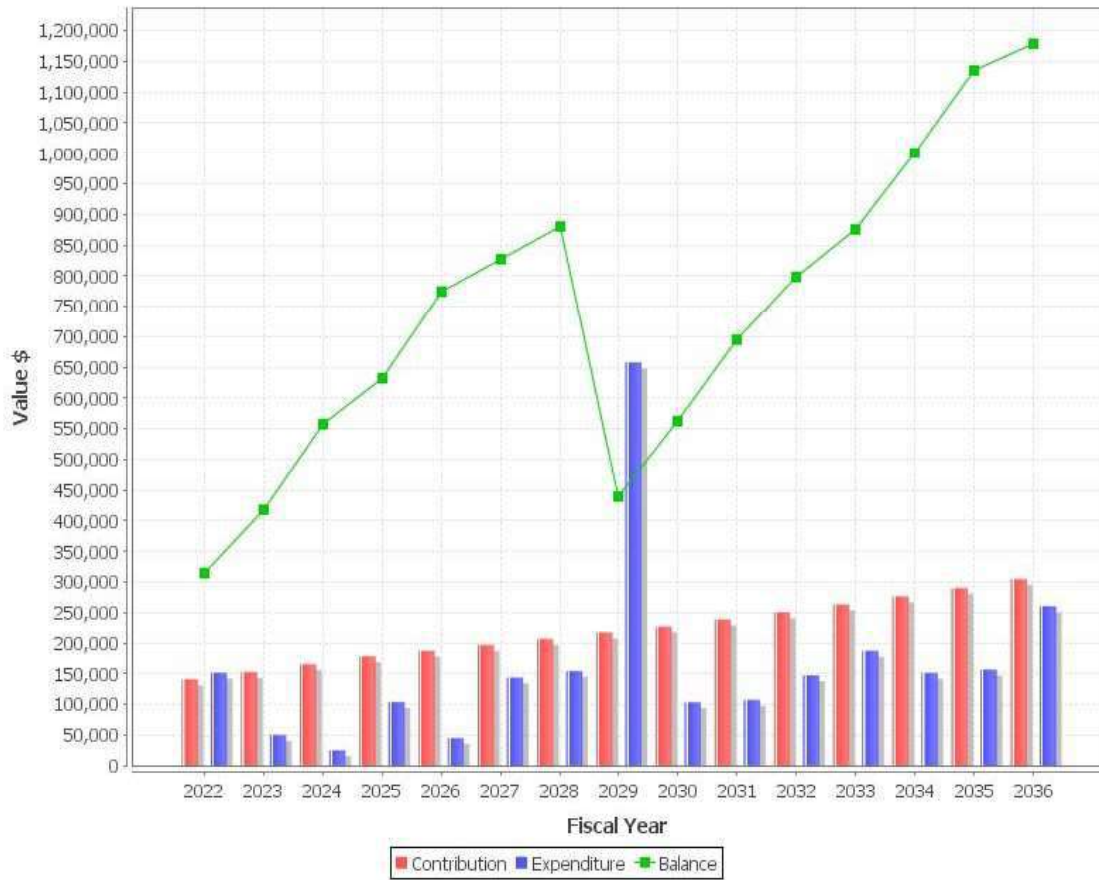
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

Report Year	Year	Opening Balance		Income		Expenses		Closing Balance
	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)		
1	22/12/2022	\$325,629	\$140,619	\$14.06	\$151,502	\$314,746		
2	22/12/2023	\$314,746	\$152,643	\$15.26	\$49,845	\$417,544		
3	22/12/2024	\$417,544	\$165,282	\$16.53	\$25,139	\$557,687		
4	22/12/2025	\$557,687	\$178,315	\$17.83	\$103,551	\$632,451		
5	22/12/2026	\$632,451	\$187,231	\$18.72	\$44,954	\$774,728		
6	22/12/2027	\$774,728	\$196,592	\$19.66	\$143,585	\$827,735		
7	22/12/2028	\$827,735	\$206,422	\$20.64	\$154,080	\$880,077		
8	22/12/2029	\$880,077	\$216,743	\$21.67	\$657,766	\$439,054		
9	22/12/2030	\$439,054	\$227,580	\$22.76	\$103,358	\$563,276		
10	22/12/2031	\$563,276	\$238,959	\$23.90	\$107,289	\$694,946		
11	22/12/2032	\$694,946	\$250,907	\$25.09	\$147,286	\$798,567		
12	22/12/2033	\$798,567	\$263,452	\$26.35	\$187,169	\$874,851		
13	22/12/2034	\$874,851	\$276,625	\$27.66	\$151,132	\$1,000,344		
14	22/12/2035	\$1,000,344	\$290,456	\$29.05	\$156,377	\$1,134,423		
15	22/12/2036	\$1,134,423	\$304,979	\$30.50	\$260,580	\$1,178,822		

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

December 2022	Expense Inc GST
PLANNED/BUDGETED EXPENDITURE	
- Proposed 85.32KW Solar System Install as per Solar Hub quote dated 23/6/22	\$137,035
SUPERSTRUCTURE	
- Capital Replacement - General	\$8,912
RECREATION AREA	
- Ongoing replacement of furniture/fixtures/fittings	\$1,848
GYM	
- Provision for ongoing replacement of gym equipment	\$3,708
<u>Total Forecast Expenditure for year - December 2022 (Inc GST):</u>	<u>\$151,502</u>
Includes GST amount of :	\$13,773

December 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$9,357
BASEMENT	
- Provision for CO monitor replacement progressively	\$1,166
- Maintain/repair main garage door running gear	\$751
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting 50% of total	\$14,497
- Provision to upgrade swipe readers/card readers	\$6,155
- Provision to replace door closers	\$2,745
AMENITIES	
- Replace hand dryer	\$934

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$14,240
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<u>Total Forecast Expenditure for year - December 2023 (Inc GST):</u>	<u>\$49,845</u>
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Includes GST amount of :	\$4,531
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December 2024	Expense Inc GST
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SUPERSTRUCTURE

- Maintain screens/louvres/rails/frames	\$3,430
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- Capital Replacement - General	\$9,825
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BASEMENT

- Maintain ventilation ducting	\$2,221
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ENTRY FOYER

- Maintain floor tiles	\$5,576
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ROOF

- Provision to maintain metal roof fixtures and flashings	\$4,088
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<u>Total Forecast Expenditure for year - December 2024 (Inc GST):</u>	<u>\$25,139</u>
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Includes GST amount of :	\$2,285
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December 2025	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$4,061
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- Maintain balcony/verandah floor tiles	\$42,377
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- Capital Replacement - General	\$10,316
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DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$5,327
----------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$2,520
- Provision to upgrade security cameras	\$8,423
- Provision to upgrade video/PVR	\$334
- Provision to upgrade security system monitor	\$201

LANDSCAPING

- Replace planter box membrane	\$2,203
--------------------------------	---------

AMENITIES

- Provision to maintain tiling	\$644
--------------------------------	-------

PLANT & EQUIPMENT

- Replace hot water pumps	\$7,381
---------------------------	---------

RECREATION AREA

- Ongoing replacement of furniture/fixtures/fittings	\$2,139
- Provision for BBQ replacement	\$5,576

GYM

- Provision for ongoing replacement of gym equipment	\$4,292
- Maintain/replace airconditioner unit	\$7,755

Total Forecast Expenditure for year - December 2025 (Inc GST): \$103,551

Includes GST amount of : \$9,414

December 2026	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$10,832
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BASEMENT

- Replace garage door motor	\$1,969
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DRIVEWAYS, PATHWAYS & PARKING

- Replace traffic mirrors	\$983
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FURNITURE & FITTINGS

- Provision to upgrade intercom systems, handsets & associated equipment progressively 33% \$27,913

FIRE PROTECTION SYSTEMS

- Replace jacking pump \$3,257

Total Forecast Expenditure for year - December 2026 (Inc GST): \$44,954

Includes GST amount of : \$4,087

December 2027	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings \$3,444
- Capital Replacement - General \$11,374

BASEMENT

- Replace stormwater pumps \$4,515

DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 3% of total \$5,698

EXTERNAL WORKS

- Maintain common pipework 3% of total \$14,861

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting 50% of total \$17,621

LANDSCAPING

- Repair/replace artificial grass \$3,597

AMENITIES

- Replace extraction fan \$2,211

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels \$5,738

ROOF

- Provision for membrane replacement (partial accrual) \$58,058

FIRE STAIRWELL

- Maintain floor tiles \$1,290

PLANT & EQUIPMENT

- Provision to replace instant gas hot water heaters \$15,177

Total Forecast Expenditure for year - December 2027 (Inc \$143,585

GST):

Includes GST amount of : \$13,053

December 2028

Expense
Inc GST

SUPERSTRUCTURE

- Provision to maintain/replace podium slab membrane \$61,024

- Capital Replacement - General \$11,942

BASEMENT

- Repaint line marking \$22,282

- Provision for CO monitor replacement progressively \$1,488

- Maintain/repair main garage door running gear \$958

FURNITURE & FITTINGS

- Provision to upgrade swipe readers/card readers \$7,855

- Provision to replace door closers \$3,504

- Provision to replace door hardware \$2,427

AMENITIES

- Replace hand dryer \$1,192

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$18,174

RECREATION AREA

- Ongoing replacement of furniture/fixtures/fittings \$2,476

GYM

- Maintain/replace gym carpet/floor covering	\$15,788
- Provision for ongoing replacement of gym equipment	\$4,968
<u>Total Forecast Expenditure for year - December 2028 (Inc GST):</u>	<u>\$154,080</u>
Includes GST amount of :	\$14,007

December 2029	Expense Inc GST
----------------------	--------------------

SUPERSTRUCTURE

- Repaint previously painted exterior building surfaces	\$257,292
- Scaffold/access equip allowance	\$60,425
- Capital Replacement - General	\$12,539

BASEMENT

- Replace exhaust/supply fans progressively	\$17,049
- Repaint door face	\$5,071
- Repaint/columns/walls/ceilings	\$47,939

DRIVEWAYS, PATHWAYS & PARKING

- Provision to replace wheel stops	\$1,625
------------------------------------	---------

ENTRY FOYER

- Repaint walls	\$29,629
- Repaint ceiling	\$19,249
- Maintain floor tiles	\$7,117

EXTERNAL WORKS

- Repaint garbage bin room floor	\$4,941
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LANDSCAPING

- Service/repair irrigation system controllers	\$2,357
--	---------

AMENITIES

- Repaint walls	\$1,454
- Repaint ceiling	\$566

LOBBIES

- Repaint walls	\$86,908
- Repaint ceiling	\$27,661
- Repaint door face	\$29,254

ROOF

- Provision to maintain metal roof fixtures and flashings	\$5,217
---	---------

FIRE STAIRWELL

- Repaint walls	\$8,113
- Repaint ceiling	\$2,535
- Repaint door face	\$12,046

PLANT & EQUIPMENT

- Provision to replace hot water heater tanks	\$8,874
---	---------

GYM

- Restain/repaint walls	\$2,496
- Restain/repaint ceiling	\$7,411

Total Forecast Expenditure for year - December 2029 (Inc GST): \$657,766

Includes GST amount of : \$59,797

December 2030	Expense Inc GST
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SUPERSTRUCTURE

- Maintain screens/louvres/rails/frames	\$4,596
- Capital Replacement - General	\$13,166

LOBBIES

- Replace carpet \$85,596

Total Forecast Expenditure for year - December 2030 (Inc
GST): \$103,358

Includes GST amount of : \$9,396

December 2031	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$5,443

- Capital Replacement - General \$13,825

BASEMENT

- Maintain ventilation ducting \$3,125

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting 50% of total \$21,419

- Provision to upgrade intercom systems, handsets & associated equipment progressively 33% \$35,625

AMENITIES

- Provision to replace toilet and basin \$1,317

ROOF

- Maintain/replace solar panels/inverters \$17,918

RECREATION AREA

- Ongoing replacement of furniture/fixtures/fittings \$2,867

GYM

- Provision for ongoing replacement of gym equipment \$5,752

Total Forecast Expenditure for year - December 2031 (Inc
GST): \$107,289

Includes GST amount of : \$9,754

December 2032		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$14,516
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$3,546
LANDSCAPING		
- Replace planter box membrane		\$3,101
FIRE PROTECTION SYSTEMS		
- Overhaul hydrant/sprinkler booster pumps and controllers		\$32,654
ROOF		
- Provision for membrane replacement (partial accrual)		\$74,099
PLANT & EQUIPMENT		
- Provision to replace instant gas hot water heaters		\$19,371
<u>Total Forecast Expenditure for year - December 2032 (Inc GST):</u>		<u>\$147,286</u>
Includes GST amount of :		\$13,390
December 2033		Expense Inc GST
SUPERSTRUCTURE		
- Provision to maintain/replace podium slab membrane		\$77,884
- Capital Replacement - General		\$15,242
BASEMENT		
- Provision for CO monitor replacement progressively		\$1,900
- Maintain/repair main garage door running gear		\$1,223
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain pathways 10% of total		\$7,871

FURNITURE & FITTINGS

- Provision to upgrade swipe readers/card readers	\$10,025
- Provision to upgrade security cameras	\$12,445
- Provision to upgrade video/PVR	\$494
- Provision to upgrade security system monitor	\$296
- Provision to replace door closers	\$4,472

AMENITIES

- Replace hand dryer	\$1,521
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$23,196
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PLANT & EQUIPMENT

- Replace hot water pumps	\$10,904
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RECREATION AREA

- Provision for BBQ replacement	\$8,238
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GYM

- Maintain/replace airconditioner unit	\$11,458
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Total Forecast Expenditure for year - December 2033 (Inc GST): \$187,169

Includes GST amount of : \$17,015

December 2034	Expense Inc GST
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SUPERSTRUCTURE

- Maintain balcony/verandah floor tiles	\$65,741
- Capital Replacement - General	\$16,004

BASEMENT

- Replace exhaust/supply fans progressively	\$21,759
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ENTRY FOYER

- Maintain floor tiles	\$9,083
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EXTERNAL WORKS

- Maintain common pipework 3% of total \$20,911

AMENITIES

- Provision to maintain tiling \$1,000

ROOF

- Provision to maintain metal roof fixtures and flashings \$6,658

RECREATION AREA

- Ongoing replacement of furniture/fixtures/fittings \$3,319

GYM

- Provision for ongoing replacement of gym equipment \$6,658

Total Forecast Expenditure for year - December 2034 (Inc GST): \$151,132

Includes GST amount of : \$13,739

December 2035

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$16,804

BASEMENT

- Replace stormwater pumps \$6,671

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting 50% of total \$26,035

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment \$106,868

Total Forecast Expenditure for year - December 2035 (Inc GST): \$156,377

Includes GST amount of : \$14,216

December 2036	Expense Inc GST
SUPERSTRUCTURE	
- Replace window fixtures and fittings	\$5,343
- Maintain screens/louvres/rails/frames	\$6,159
- Provision to replace roller shutter doors in 27 years (partial accrual) 25%	\$4,873
- Capital Replacement - General	\$17,644
BASEMENT	
- Replace garage door motor	\$3,207
DRIVEWAYS, PATHWAYS & PARKING	
- Replace traffic mirrors	\$1,601
FURNITURE & FITTINGS	
- Provision to upgrade intercom systems, handsets & associated equipment progressively 33%	\$45,468
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	\$8,902
- Replace jacking pump	\$5,305
FIRE STAIRWELL	
- Maintain floor tiles	\$2,001
PLANT & EQUIPMENT	
- Refurbish lift interior in 19 years (partial accrual) 20%	\$13,721
- Allowance for mechanical upgrade of lift in 19 years (partial accrual) 20%	\$146,357
<u>Total Forecast Expenditure for year - December 2036 (Inc GST):</u>	<u>\$260,580</u>
Includes GST amount of :	\$23,689

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
PLANNED/BUDGETED EXPENDITURE																		
- Proposed 85.32KW Solar System Install as per Solar Hub quote dated 23/6/22	\$118,645	2022	0	137035														
SUPERSTRUCTURE																		
- Repaint previously painted exterior building surfaces	\$158,314	2029	10								257292							
- Replace window fixtures and fittings	\$2,336	2027	9						3444									5343
- Scaffold/access equip allowance	\$37,180	2029	10								60425							
- Maintain screens/louvers/rails/frames	\$2,693	2024	6			3430						4596						6159
- Provision to replace balustrade/handrail fixings	\$3,038	2025	6				4061						5443					
- Provision to maintain/replace podium slab membrane	\$39,426	2028	5							61024					77884			
- Provision to replace roller shutter doors in 27 years (partial accrual) 25%	\$2,131	2036	4															4873
- Maintain balcony/verandah floor tiles	\$31,694	2025	9				42377									65741		
- Capital Replacement - General	\$7,716	2022	1	8912	9357	9825	10316	10832	11374	11942	12539	13166	13825	14516	15242	16004	16804	17644

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
BASEMENT																		
- Replace exhaust/supply fans progressively	\$10,490	2029	5								17049					21759		
- Repaint line marking	\$14,396	2028	10							22282								
- Provision for CO monitor replacement progressively	\$962	2023	5		1166					1488					1900			
- Maintain ventilation ducting	\$1,744	2024	7			2221							3125					
- Repaint door face	\$3,120	2029	10								5071							
- Maintain/repair main garage door running gear	\$619	2023	5		751					958					1223			
- Replace garage door motor	\$1,402	2026	10					1969										3207
- Repaint/columns/walls/ceilings	\$29,498	2029	10								47939							
- Replace stormwater pumps	\$3,063	2027	8						4515									6671
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$3,984	2025	8				5327									7871		
- Maintain driveway 3% of total	\$3,866	2027	11						5698									
- Replace traffic mirrors	\$700	2026	10					983										1601
- Provision to replace wheel stops	\$1,000	2029	12								1625							
ENTRY FOYER																		
- Repaint walls	\$18,231	2029	10								29629							
- Repaint ceiling	\$11,844	2029	10								19249							
- Maintain floor tiles	\$4,379	2024	5			5576					7117					9083		
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	\$10,081	2027	7						14861									20911
- Repaint garbage bin room floor	\$3,040	2029	10								4941							

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FURNITURE & FITTINGS																		
- Install/Replace sensors/exits/emergency lighting 50% of total	\$11,954	2023	4	14497					17621				21419				26035	
- Ongoing partial replacement of exterior lighting	\$1,885	2025	7		2520									3546				
- Provision to upgrade swipe readers/card readers	\$5,075	2023	5	6155					7855						10025			
- Provision to upgrade security cameras	\$6,300	2025	8		8423										12445			
- Provision to upgrade video/PVR	\$250	2025	8		334										494			
- Provision to upgrade security system monitor	\$150	2025	8		201										296			
- Provision to upgrade intercom systems, handsets & associated equipment progressively 33%	\$19,882	2026	5		27913								35625					45468
- Provision to replace door closers	\$2,264	2023	5	2745					3504						4472			
- Provision to replace door hardware	\$1,568	2028	9						2427									
LANDSCAPING																		
- Replace planter box membrane	\$1,648	2025	7				2203							3101				
- Service/repair irrigation system controllers	\$1,450	2029	12								2357							
- Repair/replace artificial grass	\$2,440	2027	10						3597									
AMENITIES																		
- Replace extraction fan	\$1,500	2027	12						2211									
- Repaint walls	\$894	2029	10								1454							
- Provision to maintain tiling	\$482	2025	9				644											1000
- Replace hand dryer	\$770	2023	5	934														
- Provision to replace toilet and basin	\$735	2031	20										1317					
- Repaint ceiling	\$348	2029	10								566							

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$17,356	2032	15											32654				
- Provision to upgrade Fire Panel & associated detection equipment	\$49,069	2035	18														106868	
- Provision to replace fire hose reels	\$3,893	2027	9						5738									8902
- Provision to replace portable fire extinguishers	\$11,742	2023	5		14240					18174					23196			
- Replace jacking pump	\$2,320	2026	10					3257										5305
LOBBIES																		
- Repair walls	\$53,475	2029	10								86908							
- Repair ceiling	\$17,020	2029	10								27661							
- Replace carpet	\$50,160	2030	12									85596						
- Repair door face	\$18,000	2029	10								29254							
ROOF																		
- Provision for membrane replacement (partial accrual)	\$39,386	2027	5						58058					74099				
- Provision to maintain metal roof fixtures and flashings	\$3,210	2024	5			4088					5217					6658		
- Maintain/replace solar panels/inverters	\$10,000	2031	10										17918					
FIRE STAIRWELL																		
- Repair walls	\$4,992	2029	10								8113							
- Repair ceiling	\$1,560	2029	10								2535							
- Maintain floor tiles	\$875	2027	9						1290									2001
- Repair door face	\$7,412	2029	10								12046							

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
PLANT & EQUIPMENT																		
- Refurbish lift interior in 19 years (partial accrual) 20%	\$6,000	2036	1															13721
- Allowance for mechanical upgrade of lift in 19 years (partial accrual) 20%	\$64,000	2036	1															146357
- Replace hot water pumps	\$5,520	2025	8				7381								10904			
- Provision to replace instant gas hot water heaters	\$10,296	2027	5					15177						19371				
- Provision to replace hot water heater tanks	\$5,460	2029	12								8874							
RECREATION AREA																		
- Ongoing replacement of furniture/fixtures/fittings	\$1,600	2022	3	1848			2139			2476			2867					3319
- Provision for BBO replacement	\$4,170	2025	8				5576								8238			
GYM																		
- Restain/repaint walls	\$1,536	2029	10								2496							
- Restain/repaint ceiling	\$4,560	2029	10								7411							
- Maintain/replace gym carpet/floor covering	\$10,200	2028	10						15788									
- Provision for ongoing replacement of gym equipment	\$3,210	2022	3	3708			4292			4968			5752					6658
- Maintain/replace airconditioner unit	\$5,800	2025	8				7755								11458			
Total includes GST amount of				151502 13773	49845 4531	25139 2285	103551 9414	44954 4087	143585 13053	154080 14007	657766 59797	103358 9396	107289 9754	147286 13390	187169 17015	151132 13739	156377 14216	260580 23689

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
PLANNED/BUDGETED EXPENDITURE																		
- Proposed 85.32KW Solar System Install as per Solar Hub quote dated 23/6/22	\$118,645	2022	0	137035	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPERSTRUCTURE																		
- Repaint previously painted exterior building surfaces	\$158,314	2029	10	26944	55235	84941	116132	148883	183271	219379	257292	33320	68307	105043	143615	184117	226643	271295
- Replace window fixtures and fittings	\$2,336	2027	9	506	1038	1596	2182	2798	3444	485	993	1528	2089	2677	3296	3945	4627	5343
- Scaffold/access equip allowance	\$37,180	2029	10	6328	12972	19948	27274	34965	43041	51521	60425	7825	16042	24669	33728	43239	53227	63713
- Maintain screens/louvers/rails/frames	\$2,693	2024	6	1088	2230	3430	676	1385	2130	2912	3734	4596	905	1856	2855	3903	5003	6159
- Provision to replace balustrade/handrail fixings	\$3,038	2025	6	942	1932	2970	4061	800	1640	2523	3449	4422	5443	1072	2198	3381	4622	5925
- Provision to maintain/replace podium slab membrane	\$39,426	2028	5	7495	15365	23628	32304	41414	50980	61024	14095	28895	44435	60751	77884	17989	36878	56711
- Provision to replace roller shutter doors in 27 years (partial accrual) 25%	\$2,131	2036	4	226	463	712	973	1248	1536	1839	2156	2490	2840	3208	3595	4000	4426	4873
- Maintain balcony/verandah floor tiles	\$31,694	2025	9	9832	20156	30995	42377	5962	12222	18795	25697	32944	40553	48543	56932	65741	9249	18961
- Capital Replacement - General	\$7,716	2022	1	8912	9357	9825	10316	10832	11374	11942	12539	13166	13825	14516	15242	16004	16804	17644

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
BASEMENT																		
- Replace exhaust/supply fans progressively	\$10,490	2029	5	1785	3660	5628	7695	9865	12144	14537	17049	3938	8073	12414	16973	21759	5026	10303
- Repaint line marking	\$14,396	2028	10	2737	5610	8627	11795	15122	18615	22282	2886	5916	9097	12437	15945	19628	23495	27555
- Provision for CO monitor replacement progressively	\$962	2023	5	569	1166	269	552	849	1161	1488	344	705	1084	1482	1900	439	899	1383
- Maintain ventilation ducting	\$1,744	2024	7	705	1444	2221	384	787	1210	1654	2121	2611	3125	540	1107	1702	2328	2984
- Repaint door face	\$3,120	2029	10	531	1089	1674	2289	2934	3612	4324	5071	657	1346	2070	2830	3629	4467	5347
- Maintain/repair main garage door running gear	\$619	2023	5	366	751	173	355	547	747	958	221	454	698	954	1223	282	579	890
- Replace garage door motor	\$1,402	2026	10	356	730	1123	1536	1969	255	523	804	1099	1409	1734	2076	2435	2811	3207
- Repaint/columns/walls/ceilings	\$29,498	2029	10	5020	10292	15826	21638	27740	34147	40875	47939	6208	12727	19572	26758	34305	42228	50548
- Replace stormwater pumps	\$3,063	2027	8	664	1361	2093	2861	3668	4515	699	1432	2202	3011	3860	4752	5688	6671	1032
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$3,984	2025	8	1236	2534	3896	5327	824	1690	2598	3553	4555	5607	6711	7871	1218	2497	3839
- Maintain driveway 3% of total	\$3,866	2027	11	838	1717	2641	3611	4629	5698	686	1406	2162	2956	3790	4666	5585	6550	7564
- Replace traffic mirrors	\$700	2026	10	178	365	561	767	983	127	261	401	549	703	866	1036	1215	1404	1601
- Provision to replace wheel stops	\$1,000	2029	12	170	349	536	733	940	1158	1386	1625	183	376	578	790	1013	1247	1493
ENTRY FOYER																		
- Repaint walls	\$18,231	2029	10	3103	6361	9782	13373	17145	21105	25263	29629	3837	7866	12096	16538	21202	26099	31241
- Repaint ceiling	\$11,844	2029	10	2016	4132	6355	8688	11139	13711	16413	19249	2493	5110	7859	10744	13774	16956	20296
- Maintain floor tiles	\$4,379	2024	5	1769	3626	5576	1288	2640	4060	5551	7117	1644	3370	5182	7085	9083	0	0

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	\$10,081	2027	7	2185	4479	6888	9417	12073	14861	2568	5265	8097	11070	14191	17469	20911	3614	7408
- Repaint garbage bin room floor	\$3,040	2029	10	517	1061	1631	2230	2859	3520	4213	4941	640	1312	2017	2758	3536	4352	5210
FENCING																		
- Replace timber fencing in 22 years	\$2,887	2043	25	241	495	761	1040	1333	1641	1964	2304	2660	3034	3427	3840	4273	4728	5206
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 20 years	\$42,420	2041	25	3744	7676	11804	16138	20689	25468	30486	35754	41286	47095	53194	59598	66322	73383	80796
- Install/Replace sensors/exits/emergency lighting 50% of total	\$11,954	2023	4	7072	14497	4088	8381	12888	17621	4969	10187	15666	21419	6040	12383	19042	26035	7342
- Ongoing partial replacement of exterior lighting	\$1,885	2025	7	585	1199	1843	2520	436	893	1373	1877	2407	2962	3546	613	1256	1932	2641
- Provision to upgrade swipe readers/card readers	\$5,075	2023	5	3002	6155	1422	2914	4481	6127	7855	1814	3719	5719	7820	10025	2315	4747	7299
- Provision to upgrade security cameras	\$6,300	2025	8	1954	4006	6161	8423	1303	2672	4109	5617	7201	8865	10611	12445	1925	3947	6070
- Provision to upgrade video/PVR	\$250	2025	8	77	159	244	334	52	106	163	223	286	352	421	494	76	157	241
- Provision to upgrade security system monitor	\$150	2025	8	47	96	147	201	31	64	98	134	171	211	252	296	46	94	144
- Provision to upgrade intercom systems, handsets & associated equipment progressively 33%	\$19,882	2026	5	5052	10356	15925	21773	27913	6447	13217	20325	27788	35625	8229	16869	25941	35466	45468
- Provision to replace door closers	\$2,264	2023	5	1339	2745	634	1300	1999	2733	3504	809	1659	2551	3488	4472	1033	2117	3256
- Provision to replace door hardware	\$1,568	2028	9	298	611	940	1285	1647	2028	2427	341	700	1076	1472	1887	2323	2780	3261

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
LANDSCAPING																		
- Replace planter box membrane	\$1,648	2025	7	511	1048	1611	2203	381	781	1201	1642	2105	2591	3101	536	1099	1689	2310
- Service/repair irrigation system controllers	\$1,450	2029	12	247	506	778	1064	1364	1679	2010	2357	266	545	838	1146	1469	1808	2165
- Repair/replace artificial grass	\$2,440	2027	10	529	1084	1667	2279	2922	3597	466	955	1468	2008	2574	3168	3793	4448	5136
AMENITIES																		
- Replace extraction fan	\$1,500	2027	12	325	666	1025	1401	1796	2211	249	511	786	1075	1378	1697	2031	2382	2750
- Repaint walls	\$894	2029	10	152	312	480	656	841	1036	1240	1454	188	386	594	811	1040	1281	1533
- Provision to maintain tilling	\$482	2025	9	149	306	471	644	91	186	286	391	501	617	738	866	1000	141	288
- Replace hand dryer	\$770	2023	5	456	934	216	442	680	930	1192	275	564	868	1186	1521	351	720	1107
- Provision to replace toilet and basin	\$735	2031	20	105	215	330	451	579	712	853	1000	1155	1317	106	217	333	455	584
- Repaint ceiling	\$348	2029	10	59	122	187	255	328	403	483	566	73	150	231	316	405	498	596
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$17,356	2032	15	2298	4712	7246	9907	12701	15634	18714	21948	25344	28910	32654	3146	6449	9918	13559
- Provision to upgrade Fire Panel & associated detection equipment	\$49,069	2035	18	5453	11178	17190	23502	30130	37090	44397	52070	60126	68585	77467	86793	96586	106868	9142
- Provision to replace fire hose reels	\$3,893	2027	9	844	1729	2659	3636	4661	5738	807	1655	2545	3480	4461	5491	6573	7709	8902
- Provision to replace portable fire extinguishers	\$11,742	2023	5	6946	14240	3289	6743	10369	14176	18174	4198	8606	13234	18093	23196	5358	10983	16890
- Replace jacking pump	\$2,320	2026	10	589	1208	1858	2541	3257	422	865	1330	1818	2331	2869	3434	4028	4651	5305
LOBBIES																		
- Repaint walls	\$53,475	2029	10	9101	18657	28691	39227	50290	61905	74102	86908	11255	23073	35481	48510	62190	76555	91638
- Repaint ceiling	\$17,020	2029	10	2897	5938	9132	12485	16006	19703	23585	27661	3582	7343	11293	15440	19794	24366	29166
- Replace carpet	\$50,160	2030	12	7763	15914	24472	33458	42894	52801	63204	74127	85596	9657	19798	30445	41625	53363	65689
- Repaint door face	\$18,000	2029	10	3064	6280	9658	13204	16928	20838	24943	29254	3788	7766	11943	16329	20934	25769	30846

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
ROOF																		
- Provision to replace guttering in 25 years	\$1,125	2046	30	88	180	277	378	485	597	715	838	968	1104	1247	1397	1555	1721	1894
- Provision for membrane replacement (partial accrual)	\$39,386	2027	5	8536	17498	26908	36789	47164	58058	13410	27491	42275	57799	74099	17115	35086	53955	73768
- Provision to maintain metal roof fixtures and flashings	\$3,210	2024	5	1297	2658	4088	944	1935	2976	4069	5217	1205	2470	3799	5193	6658	1538	3152
- Maintain/replace solar panels/inverters	\$10,000	2031	10	1425	2920	4491	6140	7872	9690	11599	13603	15708	17918	2320	4757	7315	10001	12822
FIRE STAIRWELL																		
- Repaint walls	\$4,992	2029	10	850	1742	2678	3662	4695	5779	6918	8113	1051	2154	3312	4528	5806	7146	8554
- Repaint ceiling	\$1,560	2029	10	265	544	837	1144	1467	1806	2161	2535	328	673	1035	1415	1814	2233	2673
- Maintain floor tiles	\$875	2027	9	190	389	598	817	1048	1290	181	372	572	782	1003	1234	1478	1733	2001
- Repaint door face	\$7,412	2029	10	1261	2586	3977	5437	6970	8580	10271	12046	1560	3198	4918	6724	8620	10611	12701
PLANT & EQUIPMENT																		
- Refurbish lift interior in 19 years (partial accrual) 20%	\$6,000	2036	1	636	1304	2005	2741	3514	4325	5177	6072	7011	7998	9034	10121	11263	12462	13721
- Allowance for mechanical upgrade of lift in 19 years (partial accrual) 20%	\$64,000	2036	1	6783	13904	21382	29234	37478	46134	55223	64767	74788	85310	96358	107958	120139	132928	146357
- Replace hot water pumps	\$5,520	2025	8	1712	3511	5399	7381	1142	2341	3600	4922	6310	7767	9297	10904	1687	3458	5318
- Provision to replace instant gas hot water heaters	\$10,296	2027	5	2231	4574	7034	9617	12329	15177	3506	7187	11052	15110	19371	4474	9172	14104	19284
- Provision to replace hot water heater tanks	\$5,460	2029	12	929	1905	2930	4005	5135	6321	7566	8874	1001	2052	3156	4315	5532	6810	8152

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
RECREATION AREA																		
- Ongoing replacement of furniture/fixtures/fitings	\$1,600	2022	3	1848	679	1391	2139	785	1610	2476	909	1864	2867	1053	2158	3319	1219	2498
- Provision for BBQ replacement	\$4,170	2025	8	1294	2652	4078	5576	863	1769	2720	3718	4767	5868	7024	8238	1275	2613	4018
GYM																		
- Restain/repaint walls	\$1,536	2029	10	261	536	824	1127	1444	1778	2128	2496	323	663	1019	1393	1786	2198	2631
- Restain/repaint ceiling	\$4,560	2029	10	776	1591	2447	3345	4288	5279	6319	7411	960	1967	3025	4136	5303	6528	7814
- Maintain/replace gym carpet/floor covering	\$10,200	2028	10	1939	3975	6113	8358	10715	13189	15788	2045	4191	6445	8812	11297	13907	16647	19524
- Provision for ongoing replacement of gym equipment	\$3,210	2022	3	3708	1361	2791	4292	1576	3231	4968	1825	3740	5752	2112	4330	6658	2445	5012
- Maintain/replace airconditioner unit	\$5,800	2025	8	1799	3688	5672	7755	1200	2460	3783	5172	6630	8162	9770	11458	1773	3634	5589
TOTAL ACCRUALS																		
				175277	320871	489254	586573	741141	806422	872135	446965	573391	704992	808470	883826	1008346	1139298	1178757

* 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.

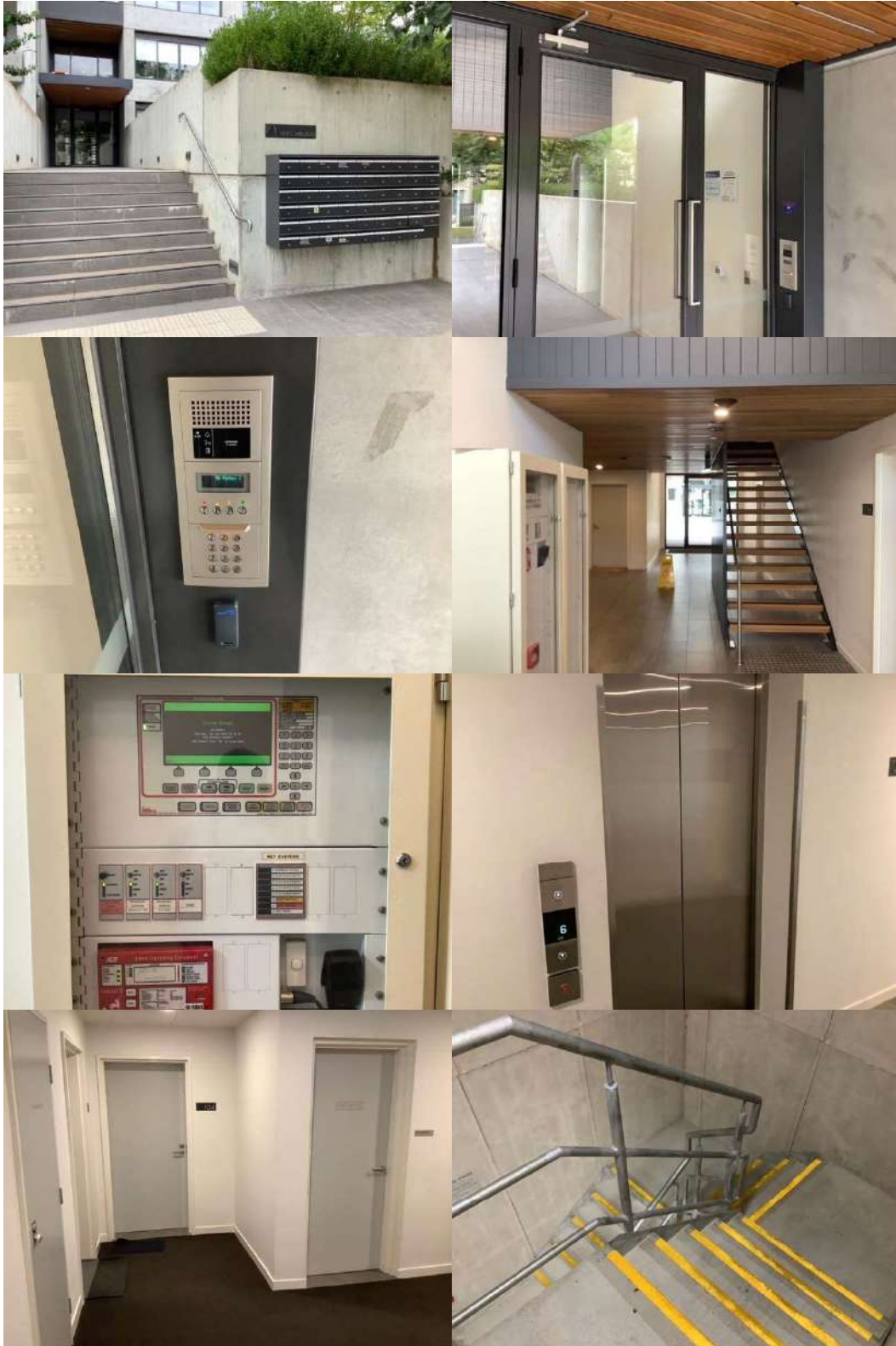
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.







AUSTRALIAN CAPITAL TERRITORY

Certificate of Title

Land Titles Act 1925

Pursuant to S.44 of the Land Titles Act 1925, I certify that the registered proprietor is the owner of an estate in respect to the land described in this certificate. This Certificate of Title is subject to those unsatisfied mortgages and encumbrances, and any other interests to which the land is subject.



David Snowden
Registrar-General

LAND

Turner Section 58 Block 2 on Deposited Plan 2591 with 200 units on Unit Plan 4693
Lease commenced on 12/07/2019

REGISTERED PROPRIETOR

Common Property:

The Owners-Units Plan No 4693
of Vantage Strata 90/43 Constitution Avenue Reid ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

Registration Date	Registration Number	Description of Interest
		Original title is Volume NA Folio NA Purpose Clause: Refer Units Plan
12/07/2019	2225333	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:1994/75 End of interests





SUE
Form D78

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	56	3	2414	41
2	35	3	2414	42
3	48	3	2414	43
4	48	4	2414	44
5	36	3	2414	45
6	54	3	2414	46
7	54	3	2414	47
8	35	3	2414	48
9	47	2	2414	49
10	47	2	2414	50
11	35	3	2414	51
12	54	3	2414	52
13	54	3	2414	53
14	35	3	2414	54
15	58	3	2414	55
16	58	3	2414	56
17	35	3	2414	57
18	54	3	2414	58
19	54	3	2414	59
20	36	3	2414	60
21	59	3	2414	61
22	59	3	2414	62
23	36	3	2414	63
24	54	3	2414	64
25	54	3	2414	65
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ART PROJECTS SIX PTY LTD ACN 608 346 050 Sole Director ELISA ROSO <i>[Signature]</i> Signature of Lessee			Volume	Folio
			2414	40
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Eighth this day of July 2019 <i>[Signature]</i> Lyn Tankey Delegate of the Authority/Executive			 <i>[Signature]</i> David Snowden Registrar-General Deputy Registrar-General	



SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	36	3	2414	66
27	60	4	2414	67
28	60	4	2414	68
29	36	3	2414	69
30	56	4	2414	70
31	56	3	2414	71
32	37	3	2414	72
33	61	4	2414	73
34	61	4	2414	74
35	37	3	2414	75
36	56	3	2414	76
37	56	3	2414	77
38	37	3	2414	78
39	61	4	2414	79
40	61	4	2414	80
41	37	3	2414	81
42	56	3	2414	82
43	56	4	2414	83
44	37	3	2414	84
45	61	4	2414	85
46	61	4	2414	86
47	37	3	2414	87
48	56	3	2414	88
49	65	4	2414	89
50	61	3	2414	90

Aggregate

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Volume

Folio

2414

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ART PROJECTS SIX PTY LTD

ACN 608 346 050

Sole Director ELISA ROSO

Signature of Lessee

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

Dated Eighth this day of July 2019

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

David Snowden
David Snowden
Registrar-General



Deputy Registrar-General



SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	61	4	2414	91
52	37	3	2414	92
53	35	3	2414	93
54	48	3	2414	94
55	48	3	2414	95
56	36	3	2414	96
57	56	3	2414	97
58	55	3	2414	98
59	35	3	2414	99
60	47	2	2414	100
61	47	2	2415	1
62	35	3	2415	2
63	54	3	2415	3
64	54	3	2415	4
65	35	3	2415	5
66	58	3	2415	6
67	58	3	2415	7
68	35	3	2415	8
69	54	3	2415	9
70	54	3	2415	10
71	37	4	2415	11
72	59	3	2415	12
73	59	2	2415	13
74	36	3	2415	14
75	54	4	2415	15

Aggregate	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
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Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	54	4	2415	16
77	36	3	2415	17
78	60	4	2415	18
79	60	4	2415	19
80	36	3	2415	20
81	54	3	2415	21
82	54	3	2415	22
83	37	3	2415	23
84	61	4	2415	24
85	61	4	2415	25
86	37	3	2415	26
87	56	4	2415	27
88	56	3	2415	28
89	37	3	2415	29
90	61	4	2415	30
91	61	4	2415	31
92	37	3	2415	32
93	56	3	2415	33
94	56	3	2415	34
95	37	3	2415	35
96	61	4	2415	36
97	61	4	2415	37
98	37	3	2415	38
99	56	3	2415	39
100	56	3	2415	40

Aggregate	ART PROJECTS SIX PTY LTD	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:				
	ACN 608 346 050 Sole Director ELISA ROSO					
	Signature of Lessee	<table border="1"> <tr> <th>Volume</th> <th>Folio</th> </tr> <tr> <td>2414</td> <td>40</td> </tr> </table>	Volume	Folio	2414	40
Volume	Folio					
2414	40					

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

Dated Eighth this day of July 20 19

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General

Deputy Registrar-General

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	37	3	2415	41
102	61	4	2415	42
103	61	4	2415	43
104	37	3	2415	44
105	56	3	2415	45
106	56	3	2415	46
107	53	4	2415	47
108	53	4	2415	48
109	56	3	2415	49
110	56	3	2415	50
111	56	4	2415	51
112	56	4	2415	52
113	55	3	2415	53
114	59	3	2415	54
115	38	3	2415	55
116	50	3	2415	56
117	48	3	2415	57
118	35	3	2415	58
119	54	3	2415	59
120	54	3	2415	60
121	35	3	2415	61
122	47	2	2415	62
123	47	2	2415	63
124	35	3	2415	64
125	54	3	2415	65

Aggregate

ART PROJECTS SIX PTY LTD

ACN 608 346 050

Sole Director ELISA ROSO

Signature of Lessee

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Dated Eighth this day of July 2019

Lyn Tankey

Delegate of the Authority/Executive.

David Snowden
David Snowden
Registrar-General

Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	54	3	2415	66
127	35	3	2415	67
128	58	3	2415	68
129	58	3	2415	69
130	35	3	2415	70
131	55	4	2415	71
132	54	3	2415	72
133	36	3	2415	73
134	59	3	2415	74
135	59	3	2415	75
136	37	4	2415	76
137	63	4	2415	77
138	61	4	2415	78
139	60	4	2415	79
140	36	3	2415	80
141	63	4	2415	81
142	61	4	2415	82
143	61	4	2415	83
144	37	3	2415	84
145	61	4	2415	85
146	61	4	2415	86
147	37	3	2415	87
148	36	3	2415	88
149	48	3	2415	89
150	50	3	2415	90

Aggregate

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Volume

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ART PROJECTS SIX PTY LTD

ACN 608 346 050

Sole Director ELISA ROSO

Signature of Lessee

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

Dated Eighth this day of July 2019

Valleyyn Tankey

Delegate of the Authority/Executive

David Snowden
Deputy Registrar-General



Deputy Registrar-General



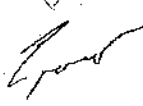
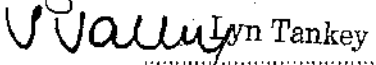


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Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	36	3	2415	91
152	56	3	2415	92
153	56	3	2415	93
154	35	3	2415	94
155	47	2	2415	95
156	47	2	2415	96
157	35	3	2415	97
158	54	3	2415	98
159	54	3	2415	99
160	35	3	2415	100
161	58	3	2416	1
162	58	3	2416	2
163	35	3	2416	3
164	54	3	2416	4
165	54	3	2416	5
166	36	3	2416	6
167	59	3	2416	7
168	59	3	2416	8
169	36	3	2416	9
170	54	3	2416	10
171	54	3	2416	11
172	36	3	2416	12
173	60	4	2416	13
174	60	4	2416	14
175	36	3	2416	15
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
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Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
TURNER	58	2	4693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	54	3	2416	16
177	54	3	2416	17
178	37	3	2416	18
179	61	4	2416	19
180	61	4	2416	20
181	37	4 5 NA	2416	21
182	56	3	2416	22
183	56	3	2416	23
184	37	3	2416	24
185	61	4	2416	25
186	61	4	2416	26
187	37	3	2416	27
188	56	4	2416	28
189	56	3	2416	29
190	37	3	2416	30
191	62	4	2416	31
192	62	4	2416	32
193	37	3	2416	33
194	56	4	2416	34
195	56	4	2416	35
196	37	3	2416	36
197	61	4	2416	37
198	61	4	2416	38
199	65	4	2416	39
200	56	3	2416	40
Aggregate	10,000	647 648 22	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
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 Signature of Lessee			2414	40
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Snowden Registrar-General  Deputy Registrar-General	
Dated Eighth this day of July 2019  Lyn Tankey Delegate of the Authority/Executive				

Units Plan 4693, 'On Forbes', 217 Northbourne Avenue, Turner

Owners Corporation Rules

1. Definitions and interpretation

1.1 Definitions

In these rules:

- (a) **Act** means the *Unit Titles (Management) Act 2011 (ACT)*.
- (b) **Building** means the building constructed on Block 2 Section 58 and includes all car parking, storage and common property.
- (c) **Building Manager** means the person appointed from time to time to manage the Building.
- (d) **Executive Committee** means the executive committee of the owners corporation established under the Act.
- (e) **Executive Committee Representative** means a person authorised in writing by the executive committee under rule 11(d).
- (f) **Manager of the Owners Corporation** means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (g) **Occupier** of a unit includes the unit owner, an occupier, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the unit owner. The occupier of a unit is bound by each rule as if they are the owner of the unit.
- (h) **Owners Corporation** means the owners corporation established for the units plan for the Building.
- (i) **Policy** means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 25.
- (j) **Territory** means the Australian Capital Territory.
- (k) **Unit** includes a unit subsidiary.
- (l) **Unit owner** means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) **Vehicle** means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011 (ACT)* has the same meaning in these rules.



Units Plan 4693, 'On Forbes', 217 Northbourne Avenue, Turner
Owners Corporation Rules

1. Definitions and interpretation

1.1 Definitions

In these rules:

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- (k) **Unit** includes a unit subsidiary.
- (l) **Unit owner** means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) **Vehicle** means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.
- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.



- (a) The word "includes" in any form is not a word of limitation.

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

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

4.1 General

- (a) A unit owner shall not, except in accordance with:
- (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,
- erect or alter any structure in or on a unit or common property.
- (b) For the purposes of rule 4:
- (i) erecting or altering a structure includes adding structures onto a unit or common property, altering of a unit or common property and fixing things to a unit or common property; and
 - (ii) erecting or altering a structure does not include cosmetic changes to a unit or common property that do not attach to, alter or otherwise impact the Building.
- (c) A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.

4.2 Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, unit owners must not:
- (i) install fly screens or security screens on the unit balcony or unit entry doors; or
 - (ii) not make any alteration or modification to their unit or balcony doors or windows (including the installation of deadlocks), without



the prior written permission given by the Executive Committee on behalf of the Owners Corporation.

- (b) If requested by the Manager of the Owners Corporation or Executive Committee, a unit owner must, at their own cost, obtain and provide the owners corporation with a fire consultant's report in relation to the effect that:
- (i) a proposed erection or alteration of a structure in or on their unit; or
 - (ii) a proposed change in use of a unit,
- will have on the Building's fire safety systems.
- (c) A unit owner or occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.
- (d) A unit owner or occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

5. Use of common property

- (a) 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 of another unit.
- (b) Specifically, a unit owner must not:
- (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) 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.

6. Use of unit—hazardous use

- (a) A unit owner must not use a unit, or permit it to be used, so as to cause a hazard to an owner of another unit.
- (b) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.



7. Use of unit—nuisance or annoyance

- (a) 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 or occupier of another unit.
- (b) A dispute between unit owners as to out whether a use causes a nuisance or substantial annoyance to an owner of another unit may be referred to the Executive Committee for determination.
- (c) This rule does not apply to the use of a unit if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the Owners Corporation.

8. Noise

8.1 General

- (a) A unit owner must not make, or permit to be made, such a noise:
 - (i) within the unit; or
 - (ii) within common property ,as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner of another unit.
- (b) 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, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the owners corporation.

8.2 Floor coverings

- (a) A unit owner must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) A unit owner must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless:
 - (i) the Executive Committee has provided permission in writing, where:
 - A. permission may be withheld in its absolute discretion; and



- B. permission may be given subject to stated conditions; and
- (ii) timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.

9. Use of unit—Illegal

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

10. Election of Executive Committee

10.1 Membership

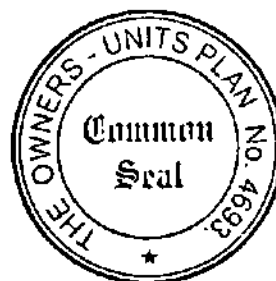
- (a) The Executive Committee will generally consist of between 3 and 7 unit owners (**members**).
- (b) Members of the Executive Committee will be elected pursuant to rules 10.2 and 10.3 at each Annual General Meeting (**AGM**) of the Owners Corporation, and hold office from directly after the AGM until:
 - (i) the next AGM of the Owners Corporation;
 - (ii) they cease to be a unit owner; or
 - (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).

10.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee shall notify unit owners:
 - (i) that nominations to be members of the Executive Committee are open;
 - (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
 - (iii) the date and time when nominations close (**the nomination period**).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 10.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

10.3 Election

- (a) ***Should less than 3 nominations be received:***
 - (i) When providing unit owners with notice of the next AGM the current Executive Committee shall notify unit owners that an



insufficient amount of nominations were received and the nomination period is extended until the AGM;

(ii) **At the AGM:**

- A. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);
- B. If between 3 and 7 nominations are received, unit owners shall elect these nominees to the new Executive Committee by ordinary resolution;
- C. If more than 7 nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined in Rule 10.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;
- D. If less than 3 nominations are received at the AGM, members of the current Executive Committee shall be deemed to be nominated, and unit owners shall elect the new Executive Committee by ordinary resolution.

(b) ***Between 3 and 7 nominees received:***

- (i) At the AGM unit owners shall elect these nominees to the new Executive Committee by ordinary resolution.

(c) ***More than 7 nominations received:***

- (i) When providing unit owners with notice of the AGM, the current Executive Committee shall provide unit owners with:

- A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and
- B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:
 - 1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 39, and further voting at the AGM in person; and
 - 2) with a ballot that allows for unit owners to indicate their preference for seven nominees.

- (ii) At the AGM, the current Executive Committee must count the votes of the unit owners (obtained through all methods of voting). The seven nominees with the largest number of votes will be elected members of the new Executive Committee.

- A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, unit owners shall vote at the AGM to decide



which of the nominees are to be elected to the new Executive Committee; and

- B. If less than 3 nominees receive votes, a further round of voting shall be held at the AGM. Nominees who have received votes must be removed from the vote, and unit owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.
- (iii) Unit owners shall elect successful nominees to the new Executive Committee by ordinary resolution.
- (d) All unit owners must be notified of the unit owners elected to be the new Executive Committee in the minutes of the AGM.

11. What may an Executive Committee Representative do?

- (a) An Executive Committee Representative may do any of the following in relation to a unit at all reasonable times:
- (i) if the committee has reasonable grounds for suspecting that there is a contravention of the Act, relative legislation or the rules in relation to a unit—inspect the unit to investigate the breach;
 - (ii) access the unit to carry out any maintenance on common property required under the Act or these rules;
 - (iii) attend to anything else the Owners Corporation is required to do under the Act or these rules.
- (b) An Executive Committee Representative may enter a unit and remain in the unit for as long as is necessary to carry out the actions g mentioned in paragraph 11(a).
- (c) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in paragraph 11(a) unless:
- (i) the Executive Committee or the Executive Committee Representative has obtained consent from the owner and has given the owner of the unit reasonable written notice (not less than 7 days) of their intention to carry out the action mentioned in paragraph 11(a); or
 - (ii) in the case of an emergency, an Executive Committee Representative, may access the unit without consent if it is essential that the action be done without notice. Examples of an emergency are 1) water flowing from one unit into another and causing damage 2) an external glass window is dislodged and likely to fall, these examples are not exhaustive and may extend.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

12. Seal of Owners Corporation



12.1 Sealing of documents

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

- (a) the seal must be attached by decision of the Executive Committee; and
- (b) the seal must be attached in the presence of 2 members of the Executive Committee; and
- (c) the members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

12.2 Manager may affix seal

The common seal may be attached to:

- certificates under section 119 of the Act and
- reduced quorum notices,

by the Manager of the Owners Corporation without following the procedure in rule 12.1.

13. Damage to common property

- (a) A unit owner must not wilfully damage any part of the common property.
- (b) The costs of the Owners Corporation in rectifying any such damage under rule 13(a) shall become a debt payable by the unit owner to the Owners Corporation on demand.

14. Vehicles

14.1 Parking of vehicles

- (a) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- (b) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.
- (c) 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:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee
- (d) Visitors Parking spaces are primarily for the use of visitors to the complex and are intended for 'short term stays' only. Any 'long term stays' require written approval from the Executive Committee in terms of (c) (i) and (ii) above.



14.2 Use of vehicle spaces

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

14.3 Leasing of Car Spaces

- (a) 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.

15. Balconies and Windows

- (a) A unit owner may erect a clotheshorse or rack on a balcony when it is below the height of the balcony surround or railing and not visible from the outside the Building, or from other units. However, a unit owner must not:
 - (i) store possessions not usually situated on a balcony on the balcony; or
 - (ii) erect a screen, awning, pergola or other item on the balcony,
 - (iii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings;so they are visible from outside the Building, or from other units.
- (b) This rule does not apply to a unit owner's use of a balcony if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.

15.2 Window treatments

- (a) A unit owner must ensure that window treatments used in their units (such as blinds, curtains, drapes etc.) are only coloured white, cream, grey or black when viewed from outside the unit, unless otherwise approved by the Executive Committee.
- (b) Windows adjacent to the entry of a unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A unit owner must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat and tidy condition.
- (b) A unit owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:



- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the unit owner to ensure that the cleaning process does not allow water to run/drip onto the balcony or penetrate into, the unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other unit owners).
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the unit owner to the Owners Corporation on demand, in accordance with rule 13.

17. Smoking

- (a) 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.
- (b) 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.

18. Air Conditioning

18.1 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system in the unit is the property of the unit owner.
- (b) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1 Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the *Domestic Animals Act 2000* (ACT).



- (b) For the avoidance of doubt any damage to common property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2 No animals unless permitted

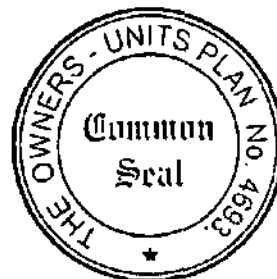
- (a) An animal may only be kept in a unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a unit owner must make a written application to the Executive Committee prior to keeping the animal in the Unit; and
 - (ii) permission may be given subject to stated conditions.
- (b) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other unit owners, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The unit owner must remove the animal within 30 days of permission being withdrawn.

19.3 Animals and Common Property

- (a) A unit owner must:
 - (i) ensure animals cannot be heard by other unit owners outside the unit (*particularly at night*);
 - (ii) keep all animals within the unit, except when it is being taken into or out of the unit;
 - (iii) the animal to be caged or on a leash when it is being taken into or out of the unit or traversing common property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the common property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean these areas that have been soiled by the animal.

20. Planter Boxes & Plants

- (a) A unit owner is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.
- (b) It is the responsibility of the unit owner to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.
- (c) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall be payable by the unit owner to the Owners Corporation on demand in accordance with rule 13.



21. Provision of amenities or services

21.1 Amenities and Services

- (a) The Owners Corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the units, or the unit owners:
- (i) window cleaning;
 - (ii) electricity, water or gas supply;
 - (iii) telecommunication services (e.g. internet or cable television); and
 - (iv) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 21.1 to provide an amenity or service to a unit or to the unit owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

21.2 Access

- (a) The Owners Corporation may require access and authorise persons to enter into a unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on common property and unit owners must give access to their unit on reasonable notice for these purposes.

22. Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

23. Security

23.1 Security Keys & Tags

- (a) The Owners Corporation may restrict access to parts of the common property so that they are accessible only by use of a security card or key or other security device.
- (b) If a unit owner leases or licences the unit, there must be included a requirement in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Owners Corporation when they vacate the unit.
- (c) A unit owner must not copy any security card or key or other security device.



- (d) Security cards or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a unit owner must pay for any additional or replacement card or key or device.

23.2 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio visual surveillance or security equipment for the security of the building.
- (b) A unit owner must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

23.3 Security of Common Property

- (a) A unit owner must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use; and
 - (ii) reporting the loss of any security card or key or other security device.

24. Fire Control & Building Policies

- (a) The unit owner must comply with all relevant laws about fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The unit owner must, on reasonable notice, if applicable provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.

25. Policies

- (a) The Executive Committee on behalf of the Owners Corporation may from time to time develop Policies to give effect to the Act and these rules.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies shall have the same force and effect as if they were part of these Rules.

26. Signage and Advertising

- (a) Unit owners are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, where:



- (i) permission may be given subject to stated conditions.
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee .
- (b) Subject to rule 26(a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
- (i) the antennas are servicing the whole building; or
 - (i) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

28. Recovery of legal fees

If the Executive Committee on behalf of the Owners Corporation or the Owners Corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the Owners Corporation), the unit owner shall be liable to pay to the owners corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the unit owner.

29. Overloading of balconies & floors

- (a) A unit owner must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the common property and their unit.

30. Moves In/Out of Unit

30.1 Notice

- (a) A unit owner or their agent must provide the Manager of the Owners Corporation with 3 business days' notice of persons moving in or out of a unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and where possible parking for removalist vehicles can be arranged.

30.2 Protection Materials

- (a) The Owners Corporation shall provide where possible s internal coverings for the lift interiors for use by removalists and persons moving in or out of a unit.



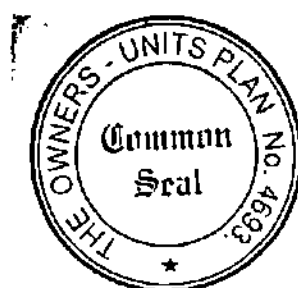
- (b) Unit owners shall ensure that removalists and persons moving in or out of a unit utilise protection materials when moving possessions through the common property.

30.3 Damage

- (a) Any damage caused to common property must be repaired at the unit owner's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s .

31. Rubbish Disposal

- (a) A unit owner must:
- (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;
 - (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
 - (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property is removed and that the area is cleaned ; and
 - (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area.
 - (vi) In the case of a building where it is equipped with waste chutes, ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute.
- (b) Unit owners must comply with the directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
- (c) Nothing in this rule 31 requires a unit owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (d) Despite this rule 31, a unit owner must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.



- (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a unit owner contrary to this rule 31 shall be a debt payable by the unit owner to the Owners Corporation on demand.

32. Storage Areas

A unit owner shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store in the storage area of the unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases or other material used or intended to be used for domestic purposes in the unit.
- (b) be responsible for the repair of any damage caused to the storage area of the unit and common property as the result of the use of the storage area: and
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is recommended that articles of value are not stored in these areas.
- (e) insure the contents of any storage area / cage / unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.

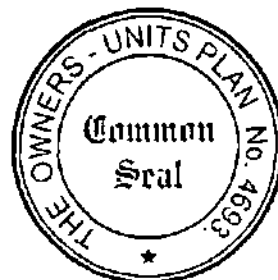
33. Barbeque Facilities

33.1 Common Property

- (a) The barbeque facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the barbeque facilities to the Building Manager or Strata Manager of the Owners Corporation.

33.2 Use

- (a) Use of the barbeque facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Barbeque facilities are only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the barbeque facilities.
- (d) Unit owners using the barbeque facilities must ensure they are left in a clean and tidy condition after use.
- (e) Unit owners use the barbeque facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.



34. Gymnasium

34.1 Common Property

- (a) The gymnasium facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the gymnasium facilities to the Manager of the Owners Corporation.

34.2 Use

- (a) Use of the gymnasium facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Unit owners must ensure they comply with all applicable Territory laws when using the gymnasium facilities.
- (c) Unit owners using the gymnasium facilities must ensure they are left in a clean and tidy condition after use.
- (d) Unit owners must not permit animals in the gymnasium at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

35. Common Rooftop Recreational Area

35.1 Common Property

- (a) The common rooftop recreational area is common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the common rooftop recreational area to the Manager of the Owners Corporation.

35.2 Use

- (a) Use of the common rooftop recreational area is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) The common rooftop recreational area is only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the common rooftop recreational area.
- (d) Unit owners using the common rooftop recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) Unit owners must not permit animals in the common rooftop recreational area at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.



36. Insurance

In the event of an excess being payable on an insurance claim of the Owners Corporation:

- (a) If Executive Committee determines that the cause of the insurance claim was from a unit, the unit owners shall be responsible for the excess; and
- (b) If Executive Committee determines that the cause of the insurance claim was from the common property, the Owners Corporation shall be responsible for the excess.

37. Electronic Notices

- (a) A unit owner shall:
 - (i) provide the Owners Corporation with an email address to contact the unit owners; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

38. Electronic Meetings

38.1 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 participant's 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



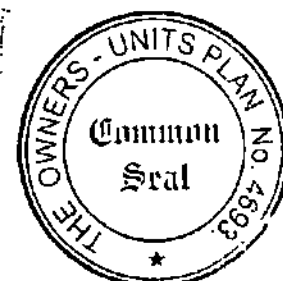
electronic attendance prior to the meeting to allow for practical arrangements to be made.

38.2 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.

39. 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.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.



40. Failure to Comply with Rules

40.1 Entry After Notice

- (a) If the Executive Committee reasonably believes a unit owner or occupier of a unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a unit owner written notice:
 - (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the unit owner with a specified timeframe.
- (b) If a contravention is not remedied by the unit owner within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a unit as per 11 above to do any act that a unit owner should have done under the Act or these rules, but which a unit owner has not done or, in the reasonable opinion of the Executive Committee on behalf of the owners corporation, has not done properly. .
- (c) The Owners Corporation may recover money a unit owner owes it under these rules as a debt payable on demand.
- (d) The rights of the owners corporation under this rule 40.1 are in addition to those that it has under the Act.

40.2 Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 40, the Executive Committee on behalf of the Owners Corporation may charge the unit owner an administrative fee.
- (b) The administrative fee is the amount of [\$200.00].

41. Commercial Businesses

41.1 Use of unit regarding commercial businesses

- (a) A Unit Owner or Occupier must seek approval from the Executive Committee in order to run an appropriate and legal commercial business from the within the unit.
- (b) The type of business to be undertaken is to be authorised by the relevant clauses outlined in the Crown Lease.

41.2 If approved to run a commercial business, a Unit Owner or occupier must:

- (a) Ensure all business is kept within the confines of the unit.
- (b) Under no circumstances are keys/fobs to be stored anywhere on common property or in letterboxes.
- (c) Ensure all visitors abide by the House Rules of the property.
- (d) Under no circumstances are advertisements or signage be placed anywhere on the property.



- (e) Ensure the business that is undertaken does not compromise the buildings insurance and does not compromise the security and safety for all other residents.



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 4693

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 9 September 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
9 September 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 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 4693
'ON FORBES'
217 Northbourne Avenue, TURNER, ACT, 2612**

Venue: 'Teams' Meeting,

Date: Monday, 9 September 2024

Time: 05:30 PM

Present:

H Lim	(Lot 13)	Owner present
H McClure	(Lot 21)	Owner present
S Tian	(Lot 24)	Owner present
J & A Bruhn	(Lot 28)	Owner present
A Petrov	(Lot 32)	Owner present
H Lee	(Lot 38)	Owner present
X Tong	(Lot 45)	Owner present
C Hillenaar	(Lot 59)	Owner present
A Hayes	(Lot 96)	Owner present
E Collier (non-financial)	(Lot 114)	Owner present
M Douglas	(Lot 149)	Owner present
L Quinn	(Lot 151)	Owner present
L & V Raddon	(Lot 152)	Owner present
D Gurieff	(Lot 162)	Owner present
L McMahon & E Walker	(Lot 188)	Owner present
G & A Forster	(Lot 191)	Owner present
S Robertson	(Lot 198)	Owner present

Chairperson: M Douglas (Lot 149)

Additional Attendees: Amanda Som, Vantage Strata
Olivia Adams, Vantage Strata

Apologies: M Foster (Lot 22)

Proxies: C Langbridge (Lot 51) IFO E Collier (Lot 176)
J & H Patton (Lot 187) IFO M Douglas (Lot 149)

Absentee Votes: Lot 137 Yes to all motions

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.



DMSN No. 2, Level 4, 23 Challis Street, Dickson



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**VANTAGE
STRATA**

www.vantagestrata.com.au

CHAIRPERSON, PROXIES AND APOLOGIES

Item 1 :

M Douglas (Lot 149) was confirmed as Chairperson. All absentee and proxy votes received were accepted.

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

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

Motion CARRIED

INSURANCE

Motion 3 Special Resolution:

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

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

**Motion CARRIED.
(NO DISSENT NOTED).**

AUDITED FINANCIALS (Adoption)

Motion 4 Ordinary Resolution:

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 11th of July 2024, a copy of which is attached.

Motion CARRIED.

AUDITED FINANCIALS

Motion 5 Ordinary Resolution:

It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager 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.

Motion CARRIED

ADMIN FUND EXPENDITURE BUDGET

Motion 6 Ordinary Resolution:

The Insurance Broker fee was discussed. It was advised that some of this fee was paid to Vantage Strata and the Broker, but it has decreased in amount. A Som to ask Insurance Manager to provide clearer table of this payment. It was agreed that the Owners Corporation expects Vantage's support in this space.

It was advised that this budget has been timed with the insurance premium to ensure that a deficit does not occur again. A Som to ensure the budget remains balanced and to clarify the frequency of strata management fee charges, it is confirmed that the management fee is billed on a monthly basis.

*It was **resolved** that the Administration Fund expenditure budget of \$634,665.00 plus GST for the period 12th of July 2024 to 11th of July 2025 be adopted.*

Motion CARRIED

Secretarial Note:

A question was raised regarding the frequency of charges related to the management agreement for the Owners Corporation. Upon further review, it has been confirmed that the management agreement is charged on a monthly basis.

ADMIN FUND CONTRIBUTION

Motion 7 Ordinary Resolution:

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$634,665.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 30th of September 2024, 1st of December 2024, 1st of March 2025 and 1st of June 2025.*

Motion CARRIED

SINKING FUND EXPENDITURE BUDGET

Motion 8 Ordinary Resolution:

*It was **resolved** that the Sinking Fund expenditure budget of \$25,140.00 including GST for the period 12th of July 2024 to 11th of July 2025 be adopted.*

Motion CARRIED

SINKING FUND CONTRIBUTION

Motion 9 Ordinary Resolution:

*It was **resolved** that a contribution of \$165,282.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 12th of July 2024 to 11th of July 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 30th of September 2024, 1st of December 2024, 1st of March 2025 and 1st of June 2025.*

Motion CARRIED

INVESTMENT OF FUNDS

Motion 10 Special Resolution:

It was **resolved** that the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds in interest bearing investments as considered appropriate.

**Motion CARRIED.
(NO DISSENT NOTED)**

MAINTENANCE PLAN (Review)

Motion 11 Ordinary Resolution:

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

Motion CARRIED

COMMON PROPERTY SAFETY REPORT - (Obtain)

Motion 12 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee to: -

- a) Source a quote/s for a Common Property Safety Report for the common property from a suitably qualified provider.
- b) Give consideration to the quote/s provided and appoint a provider to undertake the formal Common Property Safety Report.
- c) Review the Common Property Safety Report and action any items requiring urgent and immediate attention.

Motion CARRIED

DEFECTS

Item 13 :

A Som advised that Chase has completed all previous leaks but still chasing up the painting touch up to the middle building. It was advised that some leaks are still occurring and that it might not have been fixed properly. A Som to further investigate.

FIRE SAFETY REVIEW

Item 14 :

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

The Fire Safety Certificate provided from the fire contractor is available via BuildinLink Library.

Annual Fire Safety Certificate

Dated: 30th of July 2024
Prepared By: 360 Degree Fire

CONTRACTS

Item 15 :

The Strata Manager has advised that there are no contracts that are up for renewal.

CONTRACTS AND SERVICE AGREEMENTS

Motion 16 Ordinary Resolution:

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

Motion CARRIED

BUILDING MANAGEMENT AGENCY AGREEMENT

Motion 17 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee on expiry of the current Building Management Agreement with Vantage Strata, to enter into a written Building Management Agreement with a suitable service provider following appropriate testing of the market and that the following conditions apply:

- ☐ That the suitable service provider be appointed as Building Manager, for a period determined by the Executive Committee for between 12 months up to 3 years.
- ☐ The suitable service provider and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

Motion CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

Motion 18 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee on expiry of the current Strata Management Agreement with Vantage Strata, to enter into a written Strata Management Agreement with a suitable service provider following appropriate testing of the market and that the following conditions apply:

- ☐ That the suitable service provider be appointed as Manager, for a period determined by the Executive Committee for between 12 months up to 3 years.
- ☐ The suitable service provider and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

The Unit Titles (Management) Act 2011, requires that a written agreement be in place between the Owners Corporation and the Strata Manager. In order to formalise arrangements, it is recommended that a management agreement be put in place covering the management services.

Motion CARRIED

EXECUTIVE COMMITTEE (Election)

Motion 19 Ordinary Resolution:

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

Motion CARRIED

The following members were elected to the Executive Committee:

A Petrov	Lot 32
M Douglas	Lot 149
S Robertson	Lot 198

All Previous committee members were thanked for their work. A Som to send notice out to all owners advising that the EC has room for more members.

GENERAL BUSINESS

Item 20 :

Gardening

A Som advised that Mathew Moore (Focus Facilities maintenance) has been very busy as of late and will be getting around to the gardening soon.

Driving in carpark

It was raised that some people drive very fast through the carpark. A Som to send reminder to slow down.

Communication

It was raised that better communication is needed if the lifts are down or other maintenance tasks are being completed. A Som to discuss letterbox drops with the building manager.

Solar panels and electricity billing

It was advised that the billing has been fixed. During the day, the common areas are now powered by solar, and the excess is returning to the grid. This is meant a saving from the budgeted amount.

EV Charger

It was raised that for EV chargers to be installed the building would need to be retrofitted with appropriate power supplies and then individuals can add in their own power points. This is a very expensive task and could also be a fire hazard. It was agreed to hold off from this right now until there is more demand.

Cleaning

It was raised that the quality of the cleaning has not been up to scratch and the cleaners waste huge amounts of water daily. A Som to speak with cleaners.

MEETING CLOSURE

There being no further business the meeting formally closed at **06:27 PM.**

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Administrative Fund	Approved Budget <small>(12/07/2025-11/07/2026)</small>	Current Actual <small>(12/07/2024-11/07/2025)</small>	Current Budget <small>(12/07/2024-11/07/2025)</small>
Income			
Interest	\$0.00	\$63.75	\$0.00
Levy Income Admin	\$634,665.00	\$0.00	\$602,164.55
Total Admin Fund Income	\$634,665.00	\$63.75	\$602,164.55
Expense			
Audit Fees	\$1,900.00	\$1,980.00	\$2,500.00
BAS & Tax Preparation	\$1,902.00	\$0.00	\$850.00
Bank Charges	\$0.00	\$(0.09)	\$0.00
Banking, Software & Infrastructure	\$500.00	\$66.68	\$330.00
BuildingLink	\$4,800.00	\$0.00	\$4,800.00
Cleaning - Carpark	\$3,500.00	\$0.00	\$3,500.00
Cleaning - Carpets	\$5,000.00	\$0.00	\$3,000.00
Cleaning - Contract	\$70,000.00	\$5,943.85	\$71,326.15
Cleaning - General	\$1,500.00	\$0.00	\$1,500.00
Cleaning - Gutters	\$1,000.00	\$0.00	\$0.00
Cleaning - Windows	\$15,000.00	\$0.00	\$14,000.00
Contingency	\$15,000.00	\$0.00	\$25,000.00
Contractor Compliance Fee	\$90.00	\$0.00	\$90.00
Debt Recovery	\$0.00	\$(50.00)	\$0.00
Electricity	\$20,500.00	\$3,475.31	\$40,000.00
Fire - Maintenance Contract	\$6,200.00	\$503.12	\$6,200.00
Fire - Monitoring	\$3,200.00	\$0.00	\$3,200.00
Fire - Repairs & Replacement	\$5,000.00	\$335.50	\$6,000.00
Gardening - Contract	\$8,700.00	\$0.00	\$8,700.00
Height Safety Certification	\$2,500.00	\$0.00	\$1,000.00
Insurance Excess Payments	\$5,000.00	\$0.00	\$5,000.00
Insurance Premium	\$150,000.00	\$130,817.38	\$116,000.00
Keys, Remotes & Swipes	\$550.00	\$0.00	\$550.00
Legal Fees Arrears Recoveries	\$0.00	\$(100.00)	\$0.00
Lifts - Maint. Contract	\$30,000.00	\$11,956.74	\$30,000.00
Lifts Registration	\$500.00	\$0.00	\$500.00
Lodgement Fees	\$150.00	\$0.00	\$150.00
Management Fees (Schedule B)	\$0.00	\$0.00	\$700.00
Management Fees - Building Manager	\$78,642.00	\$13,106.96	\$74,396.40
Management Fees - Strata	\$83,920.00	\$13,986.68	\$80,000.00
Membership Fees	\$0.00	\$425.00	\$0.00
Pest Control	\$2,500.00	\$0.00	\$2,000.00
Planned Preventative Maintenance Contract	\$3,400.00	\$549.94	\$3,372.00
R & M Buildings	\$9,711.00	\$0.00	\$3,500.00
R & M Doors	\$2,500.00	\$0.00	\$5,000.00
R & M Electrical	\$5,000.00	\$1,830.00	\$10,000.00
R & M General	\$5,000.00	\$935.00	\$6,000.00

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Administrative Fund	Approved Budget <small>(12/07/2025-11/07/2026)</small>	Current Actual <small>(12/07/2024-11/07/2025)</small>	Current Budget <small>(12/07/2024-11/07/2025)</small>
R & M Gym Equipment	\$1,500.00	\$0.00	\$1,000.00
R & M HVAC	\$2,000.00	\$0.00	\$2,000.00
R & M Intercom	\$1,000.00	\$0.00	\$1,000.00
R & M Locks	\$500.00	\$0.00	\$500.00
R & M Plumbing	\$15,000.00	\$0.00	\$4,000.00
Reports - Consultants	\$0.00	\$0.00	\$1,000.00
Rubbish Removal	\$500.00	\$0.00	\$500.00
Security General	\$0.00	\$0.00	\$2,000.00
Telephone (Lift/Fire/Security)	\$9,000.00	\$1,078.34	\$8,000.00
Water Usage	\$62,000.00	\$0.00	\$53,000.00
Total Admin Fund Expense	\$634,665.00	\$186,840.41	\$602,164.55
TOTAL ADMIN LEVY INCOME	\$634,665.00	\$0.00	\$602,164.55
ADD: ADMIN GST	\$63,466.50		\$60,216.46
TOTAL ADMIN BUDGET	\$698,131.50		\$662,381.01

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Sinking Fund	Approved Budget <small>(12/07/2025-11/07/2026)</small>	Current Actual <small>(12/07/2024-11/07/2025)</small>	Current Budget <small>(12/07/2024-11/07/2025)</small>
Income			
Interest	\$0.00	\$0.00	\$0.00
Levy Income Sinking	\$165,282.00	\$0.00	\$152,643.00
Total Sinking Fund Income	\$165,282.00	\$0.00	\$152,643.00
Expense			
Capital Equipment Acquisitions - Sinking	\$0.00	\$0.00	\$0.00
Capital Works Contribution - Sinking	\$0.00	\$0.00	\$0.00
R & M Doors	\$0.00	\$630.00	\$0.00
R & M Fans and Ventilation	\$2,221.00	\$0.00	\$0.00
R & M Fire Services - Sinking	\$0.00	\$0.00	\$0.00
R & M Foyers	\$5,576.00	\$0.00	\$0.00
R & M Roof - Sinking	\$4,088.00	\$0.00	\$0.00
R & M Superstructure	\$3,430.00	\$0.00	\$0.00
R & M Upgrades and Replacements - Sinking	\$9,825.00	\$2,254.55	\$0.00
R&M Electrical - Sinking	\$0.00	\$0.00	\$0.00
Sinking Fund Contribution	\$0.00	\$0.00	\$0.00
Total Sinking Fund Expense	\$25,140.00	\$2,884.55	\$0.00
TOTAL SINKING LEVY INCOME	\$165,282.00	\$0.00	\$152,643.00
ADD: SINKING GST	\$16,528.20		\$15,264.30
TOTAL SINKING BUDGET	\$181,810.20		\$167,907.30

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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 Level 4, DKSN No 2, 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Budget Summary (12/07/2025-11/07/2026)

	Approved	1st Instalment 30/09/2024	2nd Instalment 01/12/2024	3rd Instalment 01/03/2025	4th Instalment 01/06/2025	TOTAL (12/07/2025-11/07/2026)
Administrative Fund	\$698,131.50	\$174,531.72	\$174,531.72	\$174,531.72	\$174,531.72	\$698,126.88
Sinking Fund	\$181,810.20	\$45,452.13	\$45,452.13	\$45,452.13	\$45,452.13	\$181,808.52
Contribution Schedule Total	\$879,941.70	\$219,983.85	\$219,983.85	\$219,983.85	\$219,983.85	\$879,935.40
Amount to Collect	\$879,941.70	\$219,983.85	\$219,983.85	\$219,983.85	\$219,983.85	\$879,935.40

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Levy Adjustment Summary (12/07/2025-11/07/2026)

Contribution Schedule				Aggregate Units of Entitlement (UOE) - 10000	
Due Date	Levy Period	Admin	Sinking	Total	
30/09/2024	12/07/2024 - 11/10/2024	\$17.45	\$4.55	\$22.00	
01/12/2024	12/10/2024 - 11/01/2025	\$17.45	\$4.55	\$22.00	
01/03/2025	12/01/2025 - 11/04/2025	\$17.45	\$4.55	\$22.00	
01/06/2025	12/04/2025 - 11/07/2025	\$17.45	\$4.55	\$22.00	
Financial Year Total per Units of Entitlement		\$69.81	\$18.18	\$87.99	
Financial Year Aggregate		\$698,126.88	\$181,808.52	\$879,935.40	
Approved Budget Amount		\$698,131.50	\$181,810.20	\$879,941.70	
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00	

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Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Owner Summary (12/07/2025-11/07/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/09/2024	2nd Instalment 01/12/2024	3rd Instalment 01/03/2025	4th Instalment 01/06/2025	TOTAL (12/07/2025-11/07/2026)
56	1, 30, 31, 36, 37, 42, 43, 48, 57, 87, 88, 93, 94, 99, 100, 105, 106, 109, 110, 111, 112, 152, 153, 182, 183, 188, 189, 194, 195, 200	Admin Sinking Owner Total	\$977.37 \$254.53 \$1,231.90	\$977.37 \$254.53 \$1,231.90	\$977.37 \$254.53 \$1,231.90	\$3,909.48 \$1,018.12 \$4,927.60
35	2, 8, 11, 14, 17, 53, 59, 62, 65, 68, 118, 121, 124, 127, 130, 154, 157, 160, 163	Admin Sinking Owner Total	\$610.87 \$159.08 \$769.95	\$610.87 \$159.08 \$769.95	\$610.87 \$159.08 \$769.95	\$2,443.48 \$636.32 \$3,079.80
48	3, 4, 54, 55, 117, 149	Admin Sinking Owner Total	\$837.78 \$218.17 \$1,055.95	\$837.78 \$218.17 \$1,055.95	\$837.78 \$218.17 \$1,055.95	\$3,351.12 \$872.68 \$4,223.80
36	5, 20, 23, 26, 29, 56, 74, 77, 80, 133, 140, 148, 151, 166, 169, 172, 175	Admin Sinking Owner Total	\$628.32 \$163.63 \$791.95	\$628.32 \$163.63 \$791.95	\$628.32 \$163.63 \$791.95	\$2,513.28 \$654.52 \$3,167.80
54	6, 7, 12, 13, 18, 19, 24, 25, 63, 64, 69, 70, 75, 76, 81, 82, 119, 120, 125, 126, 132, 158, 159, 164, 165, 170, 171, 176, 177	Admin Sinking Owner Total	\$942.46 \$245.44 \$1,187.90	\$942.46 \$245.44 \$1,187.90	\$942.46 \$245.44 \$1,187.90	\$3,769.84 \$981.76 \$4,751.60

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Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Owner Summary (12/07/2025-11/07/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/09/2024	2nd Instalment 01/12/2024	3rd Instalment 01/03/2025	4th Instalment 01/06/2025	TOTAL (12/07/2025-11/07/2026)
47	9, 10, 60, 61, 122, 123, 155, 156	Admin \$820.32 Sinking \$213.63 Owner Total \$1,033.95	\$820.32 \$213.63 \$1,033.95	\$820.32 \$213.63 \$1,033.95	\$820.32 \$213.63 \$1,033.95	\$3,281.28 \$854.52 \$4,135.80
58	15, 16, 66, 67, 128, 129, 161, 162	Admin \$1,012.28 Sinking \$263.62 Owner Total \$1,275.90	\$1,012.28 \$263.62 \$1,275.90	\$1,012.28 \$263.62 \$1,275.90	\$1,012.28 \$263.62 \$1,275.90	\$4,049.12 \$1,054.48 \$5,103.60
59	21, 22, 72, 73, 114, 134, 135, 167, 168	Admin \$1,029.73 Sinking \$268.17 Owner Total \$1,297.90	\$1,029.73 \$268.17 \$1,297.90	\$1,029.73 \$268.17 \$1,297.90	\$1,029.73 \$268.17 \$1,297.90	\$4,118.92 \$1,072.68 \$5,191.60
60	27, 28, 78, 79, 139, 173, 174	Admin \$1,047.18 Sinking \$272.72 Owner Total \$1,319.90	\$1,047.18 \$272.72 \$1,319.90	\$1,047.18 \$272.72 \$1,319.90	\$1,047.18 \$272.72 \$1,319.90	\$4,188.72 \$1,090.88 \$5,279.60
37	32, 35, 38, 41, 44, 47, 52, 71, 83, 86, 89, 92, 95, 98, 101, 104, 136, 144, 147, 178, 181, 184, 187, 190, 193, 196	Admin \$645.78 Sinking \$168.17 Owner Total \$813.95	\$645.78 \$168.17 \$813.95	\$645.78 \$168.17 \$813.95	\$645.78 \$168.17 \$813.95	\$2,583.12 \$672.68 \$3,255.80

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

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Owner Summary (12/07/2025-11/07/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/09/2024	2nd Instalment 01/12/2024	3rd Instalment 01/03/2025	4th Instalment 01/06/2025	TOTAL (12/07/2025-11/07/2026)
61	33, 34, 39, 40, 45, 46, 50, 51, 84, 85, 90, 91, 96, 97, 102, 103, 138, 142, 143, 145, 146, 179, 180, 185, 186, 197, 198	Admin Sinking Owner Total	\$1,064.64 \$277.26 \$1,341.90	\$1,064.64 \$277.26 \$1,341.90	\$1,064.64 \$277.26 \$1,341.90	\$4,258.56 \$1,109.04 \$5,367.60
65	49, 199	Admin Sinking Owner Total	\$1,134.46 \$295.44 \$1,429.90	\$1,134.46 \$295.44 \$1,429.90	\$1,134.46 \$295.44 \$1,429.90	\$4,537.84 \$1,181.76 \$5,719.60
55	58, 113, 131	Admin Sinking Owner Total	\$959.91 \$249.99 \$1,209.90	\$959.91 \$249.99 \$1,209.90	\$959.91 \$249.99 \$1,209.90	\$3,839.64 \$999.96 \$4,839.60
53	107, 108	Admin Sinking Owner Total	\$925.00 \$240.90 \$1,165.90	\$925.00 \$240.90 \$1,165.90	\$925.00 \$240.90 \$1,165.90	\$3,700.00 \$963.60 \$4,663.60
38	115	Admin Sinking Owner Total	\$663.23 \$172.72 \$835.95	\$663.23 \$172.72 \$835.95	\$663.23 \$172.72 \$835.95	\$2,652.92 \$690.88 \$3,343.80
50	116, 150	Admin Sinking Owner Total	\$872.64 \$227.26 \$1,099.90	\$872.64 \$227.26 \$1,099.90	\$872.64 \$227.26 \$1,099.90	\$3,490.56 \$909.04 \$4,399.60

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2, 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Owner Summary (12/07/2025-11/07/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/09/2024	2nd Instalment 01/12/2024	3rd Instalment 01/03/2025	4th Instalment 01/06/2025	TOTAL (12/07/2025-11/07/2026)
63	137, 141					
	Admin	\$1,099.55	\$1,099.55	\$1,099.55	\$1,099.55	\$4,398.20
	Sinking	\$286.35	\$286.35	\$286.35	\$286.35	\$1,145.40
	Owner Total	\$1,385.90	\$1,385.90	\$1,385.90	\$1,385.90	\$5,543.60
62	191, 192					
	Admin	\$1,082.09	\$1,082.09	\$1,082.09	\$1,082.09	\$4,328.36
	Sinking	\$281.81	\$281.81	\$281.81	\$281.81	\$1,127.24
	Owner Total	\$1,363.90	\$1,363.90	\$1,363.90	\$1,363.90	\$5,455.60

MINUTES OF THE EXECUTIVE COMMITTEE MEETING

OF UNITS PLAN NO 4693 On Forbes

217 Northbourne Avenue, Turner ACT 2612

Venue: Vantage Strata & Microsoft Teams Meeting

Date: Wednesday the 09th of October 2024

Time: 5:30 PM

Present:

M Douglas	(149)
S Robertson	(198)
H Lee	(38)
X Han	(171)

In Attendance:

K McIntyre	Strata Manager, Vantage Strata
S Anthony	Strata Manager, Vantage Strata

Apologies:

A Petrov	(32)
A Sturgeon	(109)

Quorum: Pursuant to Schedule 2, Section 2.9 of the Unit Titles (Management) Act 2011, business may be considered only if there is a quorum present. If a quorum is not present, the meeting is adjourned to a date and time the Executive Committee considers appropriate.

1. CONFLICT OF INTEREST

The Chairperson requested that any conflicts of interest be raised under the relevant motion/item.

2. ATTENDANCE AND ACCEPTANCE OF APOLOGIES

The meeting officially opened at 5:30pm and apologies were noted. The Committee confirmed M Douglas as the Chairperson.

3. APPOINTMENT OF BERRIES

It was **resolved** that the appointment of berries are as follows:

- Chair – M Douglas (149)
Secretary – To be decided in the upcoming EC Meeting
Treasurer – X Han (171)

4. QUORUM

Motion 3 Ordinary Resolution:

It was **resolved** that the committee confirms that a quorum has been achieved and the meeting can proceed.

CARRIED

To confirm with reference to Schedule 2, Part 2.2, Section 2.9 of the Unit Titles Management Act 2011, that a quorum has been achieved.

5. PREVIOUS MINUTES

Motion 5 Ordinary Resolution:

It was **resolved** that the minutes of the Previous Executive Committee Meeting held on Monday 5th of August 2024 be confirmed.

CARRIED

6. FINANCIAL INFORMATION

- a) Cash at Bank as at 08-10-2024, \$489,435.49
 - Administration Fund: \$46,809.10
 - Sinking Fund: \$442,626.39
 - Term Deposits: n/a
- b) Financial Report as at 12-07-2024 to 08-10-2024.
- c) Arrears as at 08-10-2024, \$3,142.31.

7. INSURANCE

It was noted that there's no pending insurance claim.

8. REPORTS

- a) *Chairperson Report – Not presented*
- b) *Secretary Report – Not presented*
- c) *Treasurers Report – Not presented*
- d) *Building Manager Report – A Som will disseminate the report to Executive Committee on Thursday 10th October 2024.*

9. MATTERS OUTSTANDING

- a) Gym floor.

EC decided to accept Chase's offer to seal the joints but not replace the entire floor and install a metal strip at the gym door to prevent water ingress. Building Manager will source for the metal strip in bunnings for the door seal. EC approved that Vantage Strata can proceed for any expenditure below \$1,000.
- b) Irrigation issue along the gardening bed Forbes street side.

After considering various options, including repairing the existing system or installing a new one, EC decided to turn off the irrigation system for the time being due to the high cost of repairs and the low priority of maintaining the garden beds. EC will revisit the proposal later and Vantage Strata will draft a letter for the courtyard owners for the plants self-watering.

- c) Security contract and security service foe On Forbes.
Vantage Strata informed EC that the current security system provider, Blitz Security, had gone out of business, leaving the building without a service contract. The EC explored options such as installing a new dual system, unlocking the existing system for use with a new provider, or relying on ad-hoc services. After considering the costs and implications, EC decided to proceed with installing a new dual security system, using the sinking fund and adjusting the sinking fund plan in the next budget.
X Han (171) suggested Vantage Strata to source for comparison quotes for the security system and declare if there's any conflict of interest.
- d) Awning application to the external window for unit 162.
EC declined the application due to potential obstruction with façade cleaning works and implication on building aesthetics.
- e) Basement cleaning quote.
Vantage Strata proposed to EC to lock in a discounted rate for the basement cleaning scheduled for next year. EC agreed to secure the price for basement cleaning and proceed with bin cleaning works estimated between \$1000 to \$1500. EC instructed Vantage Strata for the removal of hard waste from the bin room.
- f) 360 Degree Fire defect quote.
Vantage Strata informed EC that the defects identified by 360 Degree Fire, which Chase agreed to review and potentially rectify at no cost to Owners Corporation. Vantage Strata will organise a meeting with Chase and 360 Degree Fire to review the defects.

10. GENERAL BUSINESS

Vantage Strata discussed the high-water bill budget at \$61,000, which was clarified to include not only common area usage but also individual unit consumption.

H Lee (38) highlighted she couldn't exit the emergency door to the car park and enquired whether the lock has been changed.

Vantage Strata confirmed that the door lock is the same and suggested to report the issue to building manager for further action.

11. NEXT MEETING

EC decided to hold the next meeting in early December 24 without Vantage Strata present, followed by a meeting in June as in preparation for the Annual General Meeting.

12. MEETING CLOSURE

Meeting Closed 6.56pm.



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF 4693
On Forbes
Northbourne Avenue 217, TURNER, ACT, 2612**

VENUE: Microsoft Teams

DATE: 25th November 2025

TIME: 05:30 PM (Canberra time)

PRESENT:

Lot Number	Attendee	Owner Name
13	Owner - Hsi Nian Lim	Hsi Nian Lim
28	Owner - J A & A M Bruhn	J A & A M Bruhn
38	Owner - Hyo R Lee	Hyo R Lee
70	Owner - Luisa Fernanda Martinez-Escobar	Luisa Fernanda Martinez-Escobar
91	Owner - Tally Tarik	Tally Tarik
109	Owner - Adam James Sturgeon & Chuen Chie Lua	Adam James Sturgeon & Chuen Chie Lua
111	Owner - Shawn Yanyi Liew & Justin James Hutton	Shawn Yanyi Liew & Justin James Hutton
128	Owner - Adam Boyle	Adam Boyle
149	Owner - M J & M L Douglas	M J & M L Douglas
152	Owner - L D & V M Raddon	L D & V M Raddon
162	Owner - Daniel Gurieff	Daniel Gurieff
171	Owner - Xinyue Han	Xinyue Han
172	Owner - S K Chan & K T L Yung	S K Chan & K T L Yung
176	Owner - Anastasia Irene Georgiou	Anastasia Irene Georgiou
188	Owner - Luke S McMahon & Emily J Walker	Luke S McMahon & Emily J Walker
198	Owner - Shelley Anne Robertson	Shelley Anne Robertson

APOLOGIES:

Nil

PROXIES:

Lot 172 - S K Chan & K T L Yung

ABSENTEE VOTES:

Nil

ADDITIONAL ATTENDEES:

Deanna Peyton, Senior Strata Manager and Team Leader Vantage Strata

Troy Gowen, Senior Building Manager & Team Leader Vantage Strata

Yanie Annal, 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 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.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that Michael Douglas (Lot 149) be appointed as the chairperson of the meeting.*

The following proxy was accepted:

Lot 172 - S K Chan & K T L Yung IFO W Y Yung

Under a reduced quorum the meeting formally opened for voting at **6:00pm**.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary resolution

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

Owners discussed the item minuted at the last AGM held on 09 September 2024 in relation to the water consumption. T Gowen confirmed that the water use of the cleaners was investigated and confirmed not to be excessive.

MOTION CARRIED

3. INSURANCE

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.*

NO DISSENT NOTED

D Peyton confirmed that the insurance commission for the previous year has been refunded to the Owners Corporation, and that further renewals will not include commission. It was confirmed that the proposed budget figures for insurance commission are less what the expected commission would have been.

Some concern was raised in relation to the insurance renewal process, however D Peyton confirmed that the tender process will always be to approach the full market and to advise the Committee upon renewal of every response. D Peyton was requested to provide a copy of the previous renewal documents to the Committee to confirm if this was the case, and to provide advice as to why only one quote had been received.

Note to the Minutes: Review of the previous renewal documents confirmed that the full market was approached, but that only CHUBB responded due to the claims history.

MOTION CARRIED

4. INSURANCE CLAIMS (New or Outstanding)

There were no new or outstanding insurance claims at the time of the meeting.

5. AUDITED FINANCIALS (Adoption)

Ordinary resolution

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 11/07/2025.

MOTION CARRIED

6. AUDITED FINANCIALS

Ordinary resolution

It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager 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.

MOTION CARRIED

7. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Administration Fund expenditure budget of \$733,193.74 including GST for the period 12/07/2025 to 31/07/2026 be adopted.

Due to the reoccurring issue of the requirement to delay the first levy each year, it was suggested to make amendments to the financial and levy years. These were raised as additional motions as noted below.

Amendment to Financial Year

Special Resolution

It was resolved to amend the financial year end previously 11th July to 31st July.

Amendment to Levy Year

Special Resolution

It was resolved to amend the levy year start previously 12th July to 1st October.

Repairs & Maintenance

It was discussed that certain repairs & maintenance codes such as Electrical, Plumbing and Lift Repairs have budget allowances with differing expenditure over previous years. It was noted that due to the 'as required' nature of the works within these items, it can be challenging to allocate precise budgets for each individual item. However, costs are managed overall, and the total budget remains on track.

Membership Fees

It was advised that the membership fees are for the Owners Corporation Network membership for the complex, which provides all owners with access to resources and advice through the network.

Professional Fees

It was advised that this allowance is made for legal advice if required throughout the year.

MOTION CARRIED

8. ADMIN FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$733,193.74 including GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 05/01/2026, 01/04/2026, 01/06/2026 and 01/09/2026.

Amendment to Levy Year

Special Resolution

It was resolved to amend the levy year start previously 12th July to 1st October.

MOTION CARRIED

9. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Sinking Fund expenditure budget of \$129,926.21 including GST, for the period 12/07/2025 to 31/07/2026 be adopted.

Amendment to Financial Year

Special Resolution

It was resolved to amend the financial year end previously 11th July to 31st July.

The Strata Manager is requested to provide a summary of inclusion in the R & M General Line item including approximate costs.

It was confirmed that the cost for Building Link has been removed and is no longer applicable under the new management fee structure and the use of the new platform, VCC.

MOTION CARRIED

10. SINKING FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution of \$178,315.01 including GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 12/07/2025 to 31/07/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 05/01/2026, 01/04/2026 01/06/2026 and 01/09/2026.

Amendment to Levy Year

Special Resolution

It was resolved to amend the levy year start previously 12th July to 1st October.

MOTION CARRIED

11. INVESTMENT OF FUNDS - ACT

Special resolution

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

NO DISSENT NOTED

MOTION CARRIED

12. COMMON PROPERTY SAFETY REPORT (EC to Review)

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to review the Common Property Safety Report prepared by QIA Group Pty Ltd, dated 10/10/2024, and to take all necessary steps to ensure that the recommendations contained in the report are actioned in compliance with applicable legislative and regulatory requirements.*

T Gowen advised that quotes for the recommendations are being sought and will be presented to the Committee for review and consideration.

MOTION CARRIED

13. MAINTENANCE PLAN (Review)

Ordinary resolution

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

MOTION CARRIED

14. MAINTENANCE ISSUES

Damaged Lift Panel

The damaged panel in the north tower lift was raised. T Gowen confirmed that an unreasonable quote was received from KONE, and that alternates were currently being sought.

Basement Dumping

T Gowen advised that the dumping in the basement is being monitored, and offending unit are being contacted or charged costs of removal wherever possible.

15. DEFECTS

No discussion or questions were raised under this item.

16. FIRE SAFETY REVIEW

No discussion or questions were raised under this item.

17. DELEGATIONS AND APPOINTMENTS

No discussion or questions were raised under this item.

18. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

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

The gardening, cleaning and hydraulic contracts were expiring shortly, and would be tendered for review of the Committee.

MOTION CARRIED

19. RULES CONSOLIDATED (Adoption and Registration)

Special resolution

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

- a) rescind any existing registered rules.*
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules.*
- c) accept that the updated rules will supersede and replace all other Rules previously in force.*
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.*

NO DISSENT NOTED

MOTION CARRIED

20. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

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

It was agreed to appoint six (6) members to the Executive Committee. The following eligible members were nominated and accepted.

1. Lot 70 Louisa Martinez
2. Unit 91 Tally Tarik
3. Unit 149 M L Douglas
4. Unit 171 Xinyue Han
5. Lot 198 Shelley Anne Robertson
6. Lot 128 Adam Boyle

MOTION CARRIED

21. GENERAL BUSINESS

Sinking Fund Forecast Report

The document was raised as not visible on the VCC portal, which will be rectified by the Strata Manager.

Outgoing Committee

Members expressed gratitude to the 2024/25 Committee.

Carpark Gate Remote Issue

Lot 172 raised issues experienced with the carpark gate. It was clarified that the issue experienced appeared to be in relation to the specific access device. M Douglas recommended first checking if the battery required replacement, and T Gowen advised that access devices on back order are expected to be received in the next 1-2 weeks.

Forbes Street Gardens & Trees

M Douglas confirmed that drought-tolerant plants will be included as part of the considerations of replanting on Forbes Street, as was suggested by A Boyle.

It was noted that the trees at the top section in line with the units are the responsibility of each unit owner to maintain.

CCTV & Security

Some discussion was held in relation to the value of additional CCTV. T Gowen advised that a considerably cheaper quote than budgeted had been obtained at \$13,530.00, and that the additional coverage was for the storage cages not the hallways or unit doors. It was agreed that any decision pertaining to the installation of CCTV was to be brought to all owners for consideration.

Other suggestions for increased storage cage security were raised such as upgraded bolts. A supplier as suggested by A Boyle will be investigated for consideration of obtaining bulk pricing to offer to owners.

Cleaners' Performance

A Boyle raised the potential for cost savings by retendering the cleaning contract given the large expense. T Gowen noted that the performance and scope of the cleaner is adequate, but that the contract is due for renewal January 2026, at which time it will be retendered and provided to the Committee for consideration.

22. MEETING CLOSURE

With no further business to discuss the meeting formally closed at **7:05pm**

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 4693

A2 General meeting

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

25/11/2025

Tick applicable box, or both boxes if applicable:

Regularly convened

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

Convened after adjournment

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
25/11/2025	See attached Minutes

A4 Owners corporation declaration

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

25/11/2025

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



[†]

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Page 1

Administrative Fund

Approved Budget **Current Actual** **Current Budget**
 (12/07/2025-11/07/2026) (12/07/2024-11/07/2025) (12/07/2024-11/07/2025)

Income

Interest	\$0.00	\$762.92	\$0.00
Keys, Fobs, Remotes & Swipes	\$0.00	\$70.00	\$0.00
Levy Income	\$666,539.76	\$634,660.48	\$634,665.00

Total Admin Fund Income

\$666,539.76 **\$635,493.40** **\$634,665.00**

Expense

Audit Fees	\$2,500.00	\$1,980.00	\$1,900.00
BAS & Tax Preparation (I)	\$0.00	\$1,060.00	\$1,902.00
Bank Fees & Charges	\$0.00	\$(1.27)	\$0.00
Banking, Software & Infrastructure	\$0.00	\$400.08	\$500.00
BuildingLink	\$0.00	\$1,600.00	\$4,800.00
Cleaning - Carpark	\$3,500.00	\$2,702.00	\$3,500.00
Cleaning - Contract	\$75,000.00	\$72,589.30	\$70,000.00
Cleaning - Floors	\$0.00	\$0.00	\$5,000.00
Cleaning - General	\$2,000.00	\$2,018.55	\$1,500.00
Cleaning - Gutters	\$0.00	\$0.00	\$1,000.00
Cleaning - Windows	\$15,000.00	\$13,000.00	\$15,000.00
Contingency	\$5,000.00	\$2,033.00	\$15,000.00
Contractor Compliance Fee	\$0.00	\$89.00	\$90.00
Electricity Usage	\$22,000.00	\$19,194.70	\$20,500.00
Fire - False Alarm Fees	\$0.00	\$1,732.50	\$0.00
Fire - Maintenance Contract	\$6,500.00	\$6,110.62	\$6,200.00
Fire - Monitoring	\$3,200.00	\$2,194.56	\$3,200.00
Fire Services R&M and Replacement	\$15,000.00	\$13,551.86	\$5,000.00
Gardening - Contract	\$8,700.00	\$8,410.92	\$8,700.00
Government Permits, Fees & Charges	\$0.00	\$123.07	\$0.00
Gym - R&M, Equipment and Servicing	\$1,500.00	\$863.64	\$1,500.00
Height Safety Certification	\$2,500.00	\$2,000.00	\$2,500.00
Insurance Excess Payments	\$5,000.00	\$0.00	\$5,000.00
Insurance Premium	\$156,000.00	\$130,817.38	\$150,000.00
Keys, Fobs, Remotes & Swipes	\$1,000.00	\$4,087.51	\$550.00
Lifts - Maintenance Contract	\$30,000.00	\$24,031.86	\$30,000.00
Lifts - Registration	\$0.00	\$0.00	\$500.00
Lifts - Repairs & Maintenance	\$0.00	\$16,369.34	\$0.00
Lodgement Fees (I)	\$0.00	\$0.00	\$150.00
Management Fees - Building Management	\$81,394.76	\$78,641.76	\$78,642.00
Management Fees - Schedule B Fees	\$500.00	\$671.39	\$0.00
Management Fees - Strata Management	\$98,000.00	\$83,920.08	\$83,920.00
Membership Fees	\$845.00	\$845.00	\$0.00
Miscellaneous Expenses	\$500.00	\$501.65	\$0.00
Professional Services	\$1,500.00	\$0.00	\$0.00
R&M - Buildings	\$10,000.00	\$9,711.00	\$9,711.00

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
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Administrative Fund	Approved Budget <small>(12/07/2025-11/07/2026)</small>	Current Actual <small>(12/07/2024-11/07/2025)</small>	Current Budget <small>(12/07/2024-11/07/2025)</small>
R&M - Doors	\$5,000.00	\$7,795.11	\$2,500.00
R&M - Electrical	\$10,000.00	\$5,912.00	\$5,000.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$0.00	\$1,436.36	\$0.00
R&M - General	\$10,000.00	\$9,805.00	\$5,000.00
R&M - HVAC	\$3,000.00	\$2,425.00	\$2,000.00
R&M - ICT Services & Infrastructure (inc Telephone)	\$10,000.00	\$7,670.04	\$9,000.00
R&M - Intercom	\$1,000.00	\$795.00	\$1,000.00
R&M - Pest Control	\$2,500.00	\$0.00	\$2,500.00
R&M - Planned Preventative Maintenance Contract	\$3,400.00	\$3,299.64	\$3,400.00
R&M - Plumbing	\$10,000.00	\$1,755.00	\$15,000.00
Reports - Consultants	\$0.00	\$1,614.55	\$0.00
Rubbish Removal	\$0.00	\$1,891.04	\$500.00
Security Repairs & Maintenance	\$2,500.00	\$1,002.73	\$500.00
Water Usage	\$62,000.00	\$60,268.57	\$62,000.00
Total Admin Fund Expense	\$666,539.76	\$606,919.54	\$634,665.00
TOTAL ADMIN LEVY INCOME	\$666,539.76	\$634,660.48	\$634,665.00
ADD: ADMIN GST	\$66,653.98		\$63,466.50
TOTAL ADMIN BUDGET	\$733,193.74		\$698,131.50

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Sinking Fund	Approved Budget <small>(12/07/2025-11/07/2026)</small>	Current Actual <small>(12/07/2024-11/07/2025)</small>	Current Budget <small>(12/07/2024-11/07/2025)</small>
Income			
Interest	\$0.00	\$181.30	\$0.00
Levy Income	\$162,104.55	\$165,279.80	\$165,282.00
Total Sinking Fund Income	\$162,104.55	\$165,461.10	\$165,282.00
Expense			
Gardening - Other	\$8,712.73	\$0.00	\$0.00
Gym - R&M, Equipment and Servicing	\$10,951.82	\$0.00	\$0.00
R&M - Driveways, Accessways, Passageways & Easements	\$4,842.00	\$0.00	\$0.00
R&M - Foyers & Lobbies	\$0.00	\$788.95	\$5,576.00
R&M - General	\$51,594.55	\$0.00	\$0.00
R&M - HVAC	\$0.00	\$0.00	\$2,221.00
R&M - Improvements, Upgrades & Replacements	\$0.00	\$10,315.45	\$9,825.00
R&M - Plant & Equipment	\$7,013.64	\$0.00	\$0.00
R&M - Roof	\$0.00	\$0.00	\$4,088.00
R&M - Superstructure	\$0.00	\$0.00	\$3,430.00
Security Upgrade	\$35,000.00	\$0.00	\$0.00
Total Sinking Fund Expense	\$118,114.74	\$11,104.40	\$25,140.00
TOTAL SINKING LEVY INCOME	\$162,104.55	\$165,279.80	\$165,282.00
ADD: SINKING GST	\$16,210.46		\$16,528.20
TOTAL SINKING BUDGET	\$178,315.01		\$181,810.20

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Budget Summary (12/07/2025-11/07/2026)

	Approved	1st Instalment 05/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (12/07/2025-11/07/2026)
Administrative Fund	\$733,193.74	\$183,297.54	\$183,297.54	\$183,297.54	\$183,297.54	\$733,190.16
Sinking Fund	\$178,315.01	\$44,578.81	\$44,578.81	\$44,578.81	\$44,578.81	\$178,315.24
Contribution Schedule Total	\$911,508.74	\$227,876.35	\$227,876.35	\$227,876.35	\$227,876.35	\$911,505.40
Amount to Collect	\$911,508.74	\$227,876.35	\$227,876.35	\$227,876.35	\$227,876.35	\$911,505.40

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Levy Adjustment Summary (12/07/2025-11/07/2026)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 10000

Due Date	Levy Period	Admin	Sinking	Total
05/01/2026	12/07/2025 - 11/10/2025	\$18.33	\$4.46	\$22.79
01/04/2026	12/10/2025 - 11/01/2026	\$18.33	\$4.46	\$22.79
01/06/2026	12/01/2026 - 11/04/2026	\$18.33	\$4.46	\$22.79
01/09/2026	12/04/2026 - 11/07/2026	\$18.33	\$4.46	\$22.79
Financial Year Total per Units of Entitlement		\$73.32	\$17.83	\$91.15
Financial Year Aggregate		\$733,190.16	\$178,315.24	\$911,505.40
Approved Budget Amount		\$733,193.74	\$178,315.01	\$911,508.74
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

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Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Owner Summary (12/07/2025-11/07/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 05/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (12/07/2025-11/07/2026)	
56	1, 30, 31, 36, 37, 42, 43, 48, 57, 87, 88, 93, 94, 99, 100, 105, 106, 109, 110, 111, 112, 152, 153, 182, 183, 188, 189, 194, 195, 200						
		Admin	\$1,026.46	\$1,026.46	\$1,026.46	\$1,026.46	\$4,105.84
		Sinking	\$249.64	\$249.64	\$249.64	\$249.64	\$998.56
		Owner Total	\$1,276.10	\$1,276.10	\$1,276.10	\$1,276.10	\$5,104.40
35	2, 8, 11, 14, 17, 53, 59, 62, 65, 68, 118, 121, 124, 127, 130, 154, 157, 160, 163						
		Admin	\$641.52	\$641.52	\$641.52	\$641.52	\$2,566.08
		Sinking	\$156.03	\$156.03	\$156.03	\$156.03	\$624.12
		Owner Total	\$797.55	\$797.55	\$797.55	\$797.55	\$3,190.20
48	3, 4, 54, 55, 117, 149						
		Admin	\$879.82	\$879.82	\$879.82	\$879.82	\$3,519.28
		Sinking	\$213.98	\$213.98	\$213.98	\$213.98	\$855.92
		Owner Total	\$1,093.80	\$1,093.80	\$1,093.80	\$1,093.80	\$4,375.20
36	5, 20, 23, 26, 29, 56, 74, 77, 80, 133, 140, 148, 151, 166, 169, 172, 175						
		Admin	\$659.87	\$659.87	\$659.87	\$659.87	\$2,639.48
		Sinking	\$160.48	\$160.48	\$160.48	\$160.48	\$641.92
		Owner Total	\$820.35	\$820.35	\$820.35	\$820.35	\$3,281.40
54	6, 7, 12, 13, 18, 19, 24, 25, 63, 64, 69, 70, 75, 76, 81, 82, 119, 120, 125, 126, 132, 158, 159, 164, 165, 170, 171, 176, 177						
		Admin	\$989.82	\$989.82	\$989.82	\$989.82	\$3,959.28
		Sinking	\$240.73	\$240.73	\$240.73	\$240.73	\$962.92
		Owner Total	\$1,230.55	\$1,230.55	\$1,230.55	\$1,230.55	\$4,922.20

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Owner Summary (12/07/2025-11/07/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 05/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (12/07/2025-11/07/2026)	
47	9, 10, 60, 61, 122, 123, 155, 156	Admin	\$861.48	\$861.48	\$861.48	\$861.48	\$3,445.92
		Sinking	\$209.52	\$209.52	\$209.52	\$209.52	\$838.08
		Owner Total	\$1,071.00	\$1,071.00	\$1,071.00	\$1,071.00	\$4,284.00
58	15, 16, 66, 67, 128, 129, 161, 162	Admin	\$1,063.14	\$1,063.14	\$1,063.14	\$1,063.14	\$4,252.56
		Sinking	\$258.56	\$258.56	\$258.56	\$258.56	\$1,034.24
		Owner Total	\$1,321.70	\$1,321.70	\$1,321.70	\$1,321.70	\$5,286.80
59	21, 22, 72, 73, 114, 134, 135, 167, 168	Admin	\$1,081.44	\$1,081.44	\$1,081.44	\$1,081.44	\$4,325.76
		Sinking	\$263.01	\$263.01	\$263.01	\$263.01	\$1,052.04
		Owner Total	\$1,344.45	\$1,344.45	\$1,344.45	\$1,344.45	\$5,377.80
60	27, 28, 78, 79, 139, 173, 174	Admin	\$1,099.78	\$1,099.78	\$1,099.78	\$1,099.78	\$4,399.12
		Sinking	\$267.47	\$267.47	\$267.47	\$267.47	\$1,069.88
		Owner Total	\$1,367.25	\$1,367.25	\$1,367.25	\$1,367.25	\$5,469.00
37	32, 35, 38, 41, 44, 47, 52, 71, 83, 86, 89, 92, 95, 98, 101, 104, 136, 144, 147, 178, 181, 184, 187, 190, 193, 196	Admin	\$678.21	\$678.21	\$678.21	\$678.21	\$2,712.84
		Sinking	\$164.94	\$164.94	\$164.94	\$164.94	\$659.76
		Owner Total	\$843.15	\$843.15	\$843.15	\$843.15	\$3,372.60

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Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Owner Summary (12/07/2025-11/07/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 05/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (12/07/2025-11/07/2026)	
61	33, 34, 39, 40, 45, 46, 50, 51, 84, 85, 90, 91, 96, 97, 102, 103, 138, 142, 143, 145, 146, 179, 180, 185, 186, 197, 198	Admin	\$1,118.12	\$1,118.12	\$1,118.12	\$1,118.12	\$4,472.48
		Sinking	\$271.93	\$271.93	\$271.93	\$271.93	\$1,087.72
		Owner Total	\$1,390.05	\$1,390.05	\$1,390.05	\$1,390.05	\$5,560.20
65	49, 199	Admin	\$1,191.44	\$1,191.44	\$1,191.44	\$1,191.44	\$4,765.76
		Sinking	\$289.76	\$289.76	\$289.76	\$289.76	\$1,159.04
		Owner Total	\$1,481.20	\$1,481.20	\$1,481.20	\$1,481.20	\$5,924.80
55	58, 113, 131	Admin	\$1,008.12	\$1,008.12	\$1,008.12	\$1,008.12	\$4,032.48
		Sinking	\$245.18	\$245.18	\$245.18	\$245.18	\$980.72
		Owner Total	\$1,253.30	\$1,253.30	\$1,253.30	\$1,253.30	\$5,013.20
53	107, 108	Admin	\$971.48	\$971.48	\$971.48	\$971.48	\$3,885.92
		Sinking	\$236.27	\$236.27	\$236.27	\$236.27	\$945.08
		Owner Total	\$1,207.75	\$1,207.75	\$1,207.75	\$1,207.75	\$4,831.00
38	115	Admin	\$696.55	\$696.55	\$696.55	\$696.55	\$2,786.20
		Sinking	\$169.40	\$169.40	\$169.40	\$169.40	\$677.60
		Owner Total	\$865.95	\$865.95	\$865.95	\$865.95	\$3,463.80
50	116, 150	Admin	\$916.51	\$916.51	\$916.51	\$916.51	\$3,666.04
		Sinking	\$222.89	\$222.89	\$222.89	\$222.89	\$891.56
		Owner Total	\$1,139.40	\$1,139.40	\$1,139.40	\$1,139.40	\$4,557.60

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

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Owner Summary (12/07/2025-11/07/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 05/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (12/07/2025-11/07/2026)
63	137, 141						
		Admin	\$1,154.80	\$1,154.80	\$1,154.80	\$1,154.80	\$4,619.20
		Sinking	\$280.85	\$280.85	\$280.85	\$280.85	\$1,123.40
		Owner Total	\$1,435.65	\$1,435.65	\$1,435.65	\$1,435.65	\$5,742.60
62	191, 192						
		Admin	\$1,136.46	\$1,136.46	\$1,136.46	\$1,136.46	\$4,545.84
		Sinking	\$276.39	\$276.39	\$276.39	\$276.39	\$1,105.56
		Owner Total	\$1,412.85	\$1,412.85	\$1,412.85	\$1,412.85	\$5,651.40

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Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

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Contribution Summary (12/07/2025-11/07/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 30, 31, 36, 37, 42, 43, 48, 57, 87, 88, 93, 94, 99, 100, 105, 106, 109, 110, 111, 112, 152, 153, 182, 183, 188, 189, 194, 195, 200	Contribution Schedule Owner Total	56	\$4,105.84 \$4,105.84	\$998.56 \$998.56	\$0.00 \$5,104.40
2, 8, 11, 14, 17, 53, 59, 62, 65, 68, 118, 121, 124, 127, 130, 154, 157, 160, 163	Contribution Schedule Owner Total	35	\$2,566.08 \$2,566.08	\$624.12 \$624.12	\$0.00 \$3,190.20
3, 4, 54, 55, 117, 149	Contribution Schedule Owner Total	48	\$3,519.28 \$3,519.28	\$855.92 \$855.92	\$0.00 \$4,375.20
5, 20, 23, 26, 29, 56, 74, 77, 80, 133, 140, 148, 151, 166, 169, 172, 175	Contribution Schedule Owner Total	36	\$2,639.48 \$2,639.48	\$641.92 \$641.92	\$0.00 \$3,281.40
6, 7, 12, 13, 18, 19, 24, 25, 63, 64, 69, 70, 75, 76, 81, 82, 119, 120, 125, 126, 132, 158, 159, 164, 165, 170, 171, 176, 177	Contribution Schedule Owner Total	54	\$3,959.28 \$3,959.28	\$962.92 \$962.92	\$0.00 \$4,922.20
9, 10, 60, 61, 122, 123, 155, 156	Contribution Schedule Owner Total	47	\$3,445.92 \$3,445.92	\$838.08 \$838.08	\$0.00 \$4,284.00
15, 16, 66, 67, 128, 129, 161, 162	Contribution Schedule Owner Total	58	\$4,252.56 \$4,252.56	\$1,034.24 \$1,034.24	\$0.00 \$5,286.80
21, 22, 72, 73, 114, 134, 135, 167, 168	Contribution Schedule Owner Total	59	\$4,325.76 \$4,325.76	\$1,052.04 \$1,052.04	\$0.00 \$5,377.80
27, 28, 78, 79, 139, 173, 174	Contribution Schedule Owner Total	60	\$4,399.12 \$4,399.12	\$1,069.88 \$1,069.88	\$0.00 \$5,469.00
32, 35, 38, 41, 44, 47, 52, 71, 83, 86, 89, 92, 95, 98, 101, 104, 136, 144, 147, 178, 181, 184, 187, 190, 193, 196	Contribution Schedule Owner Total	37	\$2,712.84 \$2,712.84	\$659.76 \$659.76	\$0.00 \$3,372.60
33, 34, 39, 40, 45, 46, 50, 51, 84, 85, 90, 91, 96, 97, 102, 103, 138, 142, 143, 145, 146, 179, 180, 185, 186, 197, 198	Contribution Schedule Owner Total	61	\$4,472.48 \$4,472.48	\$1,087.72 \$1,087.72	\$0.00 \$5,560.20

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Vantage Strata Pty Ltd
Approved Budget for Unit Title 4693

ON FORBES, 217 Northbourne Avenue TURNER

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2, 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Contribution Summary (12/07/2025-11/07/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
49, 199	Contribution Schedule Owner Total	65	\$4,765.76 \$4,765.76	\$1,159.04 \$1,159.04	\$0.00 \$5,924.80
58, 113, 131	Contribution Schedule Owner Total	55	\$4,032.48 \$4,032.48	\$980.72 \$980.72	\$0.00 \$5,013.20
107, 108	Contribution Schedule Owner Total	53	\$3,885.92 \$3,885.92	\$945.08 \$945.08	\$0.00 \$4,831.00
115	Contribution Schedule Owner Total	38	\$2,786.20 \$2,786.20	\$677.60 \$677.60	\$0.00 \$3,463.80
116, 150	Contribution Schedule Owner Total	50	\$3,666.04 \$3,666.04	\$891.56 \$891.56	\$0.00 \$4,557.60
137, 141	Contribution Schedule Owner Total	63	\$4,619.20 \$4,619.20	\$1,123.40 \$1,123.40	\$0.00 \$5,742.60
191, 192	Contribution Schedule Owner Total	62	\$4,545.84 \$4,545.84	\$1,105.56 \$1,105.56	\$0.00 \$5,651.40
	Overall Total		\$733,190.16	\$178,315.24	\$911,505.40

Schedule	UOE
Contribution Schedule	10000

Units Plan 4693, 'On Forbes', 217 Northbourne Avenue, Turner

Owners Corporation Rules

1. Definitions and interpretation

1.1 Definitions

In these rules:

- (a) **Act** means the *Unit Titles (Management) Act 2011* (ACT).
- (b) **Building** means the building constructed on Block 2 Section 58 and includes all car parking, storage and common property.
- (c) **Building Manager** means the person appointed from time to time to manage the Building.
- (d) **Executive Committee** means the executive committee of the owners corporation established under the Act.
- (e) **Executive Committee Representative** means a person authorised in writing by the executive committee under rule 11(d).
- (f) **Manager of the Owners Corporation** means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (g) **Occupier** of a unit includes the unit owner, an occupier, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the unit owner. The occupier of a unit is bound by each rule as if they are the owner of the unit.
- (h) **Owners Corporation** means the owners corporation established for the units plan for the Building.
- (i) **Policy** means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 25.
- (j) **Territory** means the Australian Capital Territory.
- (k) **Unit** includes a unit subsidiary.
- (l) **Unit owner** means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) **Vehicle** means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.
- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.
- (a) The word "includes" in any form is not a word of limitation.

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

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

4.1 General

- (a) A unit owner shall not, except in accordance with:
 - (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,erect or alter any structure in or on a unit or common property.
- (b) For the purposes of rule 4:
 - (i) erecting or altering a structure includes adding structures onto a unit or common property, altering of a unit or common property and fixing things to a unit or common property; and
 - (ii) erecting or altering a structure does not include cosmetic changes to a unit or common property that do not attach to, alter or otherwise impact the Building.
- (c) A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.

4.2 Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, unit owners must not:
 - (i) install fly screens or security screens on the unit balcony or unit entry doors; or
 - (ii) not make any alteration or modification to their unit or balcony doors or windows (including the installation of deadlocks), without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.

- (b) If requested by the Manager of the Owners Corporation or Executive Committee, a unit owner must, at their own cost, obtain and provide the owners corporation with a fire consultant's report in relation to the effect that:
 - (i) a proposed erection or alteration of a structure in or on their unit; or
 - (ii) a proposed change in use of a unit,will have on the Building's fire safety systems.
- (c) A unit owner or occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.
- (d) A unit owner or occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

5. Use of common property

- (a) 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 of another unit.
- (b) Specifically, a unit owner must not:
 - (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) 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.

6. Use of unit—hazardous use

- (a) A unit owner must not use a unit, or permit it to be used, so as to cause a hazard to an owner of another unit.
- (b) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

7. Use of unit—nuisance or annoyance

- (a) 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 or occupier of another unit.
- (b) A dispute between unit owners as to out whether a use causes a nuisance or substantial annoyance to an owner of another unit may be referred to the Executive Committee for determination.

- (c) This rule does not apply to the use of a unit if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the Owners Corporation.

8. Noise

8.1 General

- (a) A unit owner must not make, or permit to be made, such a noise:
 - (i) within the unit; or
 - (ii) within common property ,as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner of another unit.
- (b) 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, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the owners corporation.

8.2 Floor coverings

- (a) A unit owner must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) A unit owner must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless:
 - (i) the Executive Committee has provided permission in writing, where:
 - A. permission may be withheld in its absolute discretion; and
 - B. permission may be given subject to stated conditions; and
 - (ii) timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.

9. Use of unit—Illegal

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

10. Election of Executive Committee

10.1 Membership

- (a) The Executive Committee will generally consist of between 3 and 7 unit owners (**members**).
- (b) Members of the Executive Committee will be elected pursuant to rules 10.2 and 10.3 at each Annual General Meeting (**AGM**) of the Owners Corporation, and hold office from directly after the AGM until:
 - (i) the next AGM of the Owners Corporation;
 - (ii) they cease to be a unit owner; or
 - (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).

10.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee shall notify unit owners:
 - (i) that nominations to be members of the Executive Committee are open;
 - (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
 - (iii) the date and time when nominations close (the **nomination period**).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 10.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

10.3 Election

- (a) ***Should less than 3 nominations be received:***
 - (i) When providing unit owners with notice of the next AGM the current Executive Committee shall notify unit owners that an insufficient amount of nominations were received and the nomination period is extended until the AGM;
 - (ii) At the AGM:
 - A. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);
 - B. If between 3 and 7 nominations are received, unit owners shall elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined

in Rule 10.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;

- D. If less than 3 nominations are received at the AGM, members of the current Executive Committee shall be deemed to be nominated, and unit owners shall elect the new Executive Committee by ordinary resolution.

(b) ***Between 3 and 7 nominees received:***

- (i) At the AGM unit owners shall elect these nominees to the new Executive Committee by ordinary resolution.

(c) ***More than 7 nominations received:***

- (i) When providing unit owners with notice of the AGM, the current Executive Committee shall provide unit owners with:

A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and

B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:

- 1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 39, and further voting at the AGM in person; and
- 2) with a ballot that allows for unit owners to indicate their preference for seven nominees.

- (ii) At the AGM, the current Executive Committee must count the votes of the unit owners (obtained through all methods of voting). The seven nominees with the largest number of votes will be elected members of the new Executive Committee.

A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, unit owners shall vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee; and

B. If less than 3 nominees receive votes, a further round of voting shall be held at the AGM. Nominees who have received votes must be removed from the vote, and unit owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.

- (iii) Unit owners shall elect successful nominees to the new Executive Committee by ordinary resolution.

- (d) All unit owners must be notified of the unit owners elected to be the new Executive Committee in the minutes of the AGM.

11. What may an Executive Committee Representative do?

- (a) An Executive Committee Representative may do any of the following in relation to a unit at all reasonable times:
 - (i) if the committee has reasonable grounds for suspecting that there is a contravention of the Act, relative legislation or the rules in relation to a unit—inspect the unit to investigate the breach;
 - (ii) access the unit to carry out any maintenance on common property required under the Act or these rules;
 - (iii) attend to anything else the Owners Corporation is required to do under the Act or these rules.
- (b) An Executive Committee Representative may enter a unit and remain in the unit for as long as is necessary to carry out the actions g mentioned in paragraph 11(a).
- (c) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in paragraph 11(a) unless:
 - (i) the Executive Committee or the Executive Committee Representative has obtained consent from the owner and has given the owner of the unit reasonable written notice (not less than 7 days) of their intention to carry out the action mentioned in paragraph 11(a) ; or
 - (ii) in the case of an emergency, an Executive Committee Representative , may access the unit without consent if it is essential that the action be done without notice. Examples of an emergency are 1) water flowing from one unit into another and causing damage 2) an external glass window is dislodged and likely to fall, these examples are not exhaustive and may extend.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

12. Seal of Owners Corporation

12.1 Sealing of documents

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

- (a) the seal must be attached by decision of the Executive Committee; and
- (b) the seal must be attached in the presence of 2 members of the Executive Committee; and
- (c) the members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

12.2 Manager may affix seal

The common seal may be attached to:

- certificates under section 119 of the Act and
- reduced quorum notices,

by the Manager of the Owners Corporation without following the procedure in rule 12.1.

13. Damage to common property

- (a) A unit owner must not wilfully damage any part of the common property.
- (b) The costs of the Owners Corporation in rectifying any such damage under rule 13(a) shall become a debt payable by the unit owner to the Owners Corporation on demand.

14. Vehicles

14.1 Parking of vehicles

- (a) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- (b) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.
- (c) 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:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee
- (d) Visitors Parking spaces are primarily for the use of visitors to the complex and are intended for 'short term stays' only. Any 'long term stays' require written approval from the Executive Committee in terms of (c) (i) and (ii) above.

14.2 Use of vehicle spaces

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

14.3 Leasing of Car Spaces

- (a) 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.

15. Balconies and Windows

- (a) A unit owner may erect a clotheshorse or rack on a balcony when it is below the height of the balcony surround or railing and not visible from the outside the Building, or from other units. However, a unit owner must not:
 - (i) store possessions not usually situated on a balcony on the balcony; or
 - (ii) erect a screen, awning, pergola or other item on the balcony,

- (iii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings;

so they are visible from outside the Building, or from other units.

- (b) This rule does not apply to a unit owner's use of a balcony if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.

15.2 Window treatments

- (a) A unit owner must ensure that window treatments used in their units (such as blinds, curtains, drapes etc.) are only coloured white, cream, grey or black when viewed from outside the unit, unless otherwise approved by the Executive Committee.
- (b) Windows adjacent to the entry of a unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A unit owner must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat and tidy condition.
- (b) A unit owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the unit owner to ensure that the cleaning process does not allow water to run/drip onto the balcony or penetrate into, the unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other unit owners).
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the unit owner to the Owners Corporation on demand, in accordance with rule 13.

17. Smoking

- (a) 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.
- (b) 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.

18. Air Conditioning

18.1 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system in the unit is the property of the unit owner.
- (b) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1 Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the *Domestic Animals Act 2000* (ACT).
- (b) For the avoidance of doubt any damage to common property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2 No animals unless permitted

- (a) An animal may only be kept in a unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a unit owner must make a written application to the Executive Committee prior to keeping the animal in the Unit; and
 - (ii) permission may be given subject to stated conditions.
- (b) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other unit owners, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The unit owner must remove the animal within 30 days of permission being withdrawn.

19.3 Animals and Common Property

- (a) A unit owner must:
 - (i) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
 - (ii) keep all animals within the unit, except when it is being taken into or out of the unit;
 - (iii) the animal to be caged or on a leash when it is being taken into or out of the unit or traversing common property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the common property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean these areas that have been soiled by the animal.
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20. Planter Boxes & Plants

- (a) A unit owner is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.
 - (b) It is the responsibility of the unit owner to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.
 - (c) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall be payable by the unit owner to the Owners Corporation on demand in accordance with rule 13.
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21. Provision of amenities or services

21.1 Amenities and Services

- (a) The Owners Corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the units, or the unit owners:
 - (i) window cleaning;
 - (ii) electricity, water or gas supply;
 - (iii) telecommunication services (e.g. internet or cable television); and
 - (iv) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 21.1 to provide an amenity or service to a unit or to the unit owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

21.2 Access

- (a) The Owners Corporation may require access and authorise persons to enter into a unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on common property and unit owners must give access to their unit on reasonable notice for these purposes.

22. Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

23. Security

23.1 Security Keys & Tags

- (a) The Owners Corporation may restrict access to parts of the common property so that they are accessible only by use of a security card or key or other security device.
- (b) If a unit owner leases or licences the unit, there must be included a requirement in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Owners Corporation when they vacate the unit.
- (c) A unit owner must not copy any security card or key or other security device.
- (d) Security cards or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a unit owner must pay for any additional or replacement card or key or device.

23.2 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio visual surveillance or security equipment for the security of the building.
- (b) A unit owner must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

23.3 Security of Common Property

- (a) A unit owner must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use; and
 - (ii) reporting the loss of any security card or key or other security device.

24. Fire Control & Building Policies

- (a) The unit owner must comply with all relevant laws about fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The unit owner must, on reasonable notice, if applicable provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.

25. Policies

- (a) The Executive Committee on behalf of the Owners Corporation may from time to time develop Policies to give effect to the Act and these rules.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies shall have the same force and effect as if they were part of these Rules.

26. Signage and Advertising

- (a) Unit owners are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, where:
 - (i) permission may be given subject to stated conditions.
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee .
- (b) Subject to rule 26(a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
 - (i) the antennas are servicing the whole building; or
 - (i) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

28. Recovery of legal fees

If the Executive Committee on behalf of the Owners Corporation or the Owners Corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the Owners Corporation), the unit owner shall be liable to pay to the owners corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the unit owner.

29. Overloading of balconies & floors

- (a) A unit owner must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the common property and their unit.

30. Moves In/Out of Unit

30.1 Notice

- (a) A unit owner or their agent must provide the Manager of the Owners Corporation with 3 business days' notice of persons moving in or out of a unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and where possible parking for removalist vehicles can be arranged.

30.2 Protection Materials

- (a) The Owners Corporation shall provide where possible s internal coverings for the lift interiors for use by removalists and persons moving in or out of a unit.
- (b) Unit owners shall ensure that removalists and persons moving in or out of a unit utilise protection materials when moving possessions through the common property.

30.3 Damage

- (a) Any damage caused to common property must be repaired at the unit owner's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s .

31. Rubbish Disposal

- (a) A unit owner must:
 - (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;
 - (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
 - (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property is removed and that the area is cleaned ; and
 - (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area.
 - (vi) In the case of a building where it is equipped with waste chutes, ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute.

- (b) Unit owners must comply with the directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
- (c) Nothing in this rule 31 requires a unit owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (d) Despite this rule 31, a unit owner must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
- (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a unit owner contrary to this rule 31 shall be a debt payable by the unit owner to the Owners Corporation on demand.

32. Storage Areas

A unit owner shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store in the storage area of the unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases or other material used or intended to be used for domestic purposes in the unit.
- (b) be responsible for the repair of any damage caused to the storage area of the unit and common property as the result of the use of the storage area: and
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is recommended that articles of value are not stored in these areas.
- (e) insure the contents of any storage area / cage / unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.
- (f) Parking in the underground carpark and the use of the storage cage is done so at the residents risk.

33. Barbeque Facilities

33.1 Common Property

- (a) The barbeque facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the barbeque facilities to the Building Manager or Strata Manager of the Owners Corporation.

33.2 Use

- (a) Use of the barbeque facilities is subject to rules 5, 7, 8, 13, 17 of these rules.

- (b) Barbeque facilities are only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the barbeque facilities.
- (d) Unit owners using the barbeque facilities must ensure they are left in a clean and tidy condition after use.
- (e) Unit owners use the barbeque facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.

34. Gymnasium

34.1 Common Property

- (a) The gymnasium facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the gymnasium facilities to the Manager of the Owners Corporation.

34.2 Use

- (a) Use of the gymnasium facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Unit owners must ensure they comply with all applicable Territory laws when using the gymnasium facilities.
- (c) Unit owners using the gymnasium facilities must ensure they are left in a clean and tidy condition after use.
- (d) Unit owners must not permit animals in the gymnasium at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

35. Common Rooftop Recreational Area

35.1 Common Property

- (a) The common rooftop recreational area is common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the common rooftop recreational area to the Manager of the Owners Corporation.

35.2 Use

- (a) Use of the common rooftop recreational area is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) The common rooftop recreational area is only to be used from [7am] to [10pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.

- (c) Unit owners must ensure they comply with all applicable Territory laws when using the common rooftop recreational area.
- (d) Unit owners using the common rooftop recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) Unit owners must not permit animals in the common rooftop recreational area at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

36. Insurance

In the event of an excess being payable on an insurance claim of the Owners Corporation:

- (a) If Executive Committee determines that the cause of the insurance claim was from a unit, the unit owners shall be responsible for the excess; and
- (b) If Executive Committee determines that the cause of the insurance claim was from the common property, the Owners Corporation shall be responsible for the excess.

37. Electronic Notices

- (a) A unit owner shall:
 - (i) provide the Owners Corporation with an email address to contact the unit owners; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

38. Electronic Meetings

38.1 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 participant's 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.

38.2 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.

39. 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.

- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

40. Failure to Comply with Rules

40.1 Entry After Notice

- (a) If the Executive Committee reasonably believes a unit owner or occupier of a unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a unit owner written notice:
 - (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the unit owner with a specified timeframe.
- (b) If a contravention is not remedied by the unit owner within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a unit as per 11 above to do any act that a unit owner should have done under the Act or these rules, but which a unit owner has not done or, in the reasonable opinion of the Executive Committee on behalf of the owners corporation, has not done properly. .
- (c) The Owners Corporation may recover money a unit owner owes it under these rules as a debt payable on demand.
- (d) The rights of the owners corporation under this rule 40.1 are in addition to those that it has under the Act.

40.2 Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 40, the Executive Committee on behalf of the Owners Corporation may charge the unit owner an administrative fee.
- (b) The administrative fee is the amount of [\$200.00].

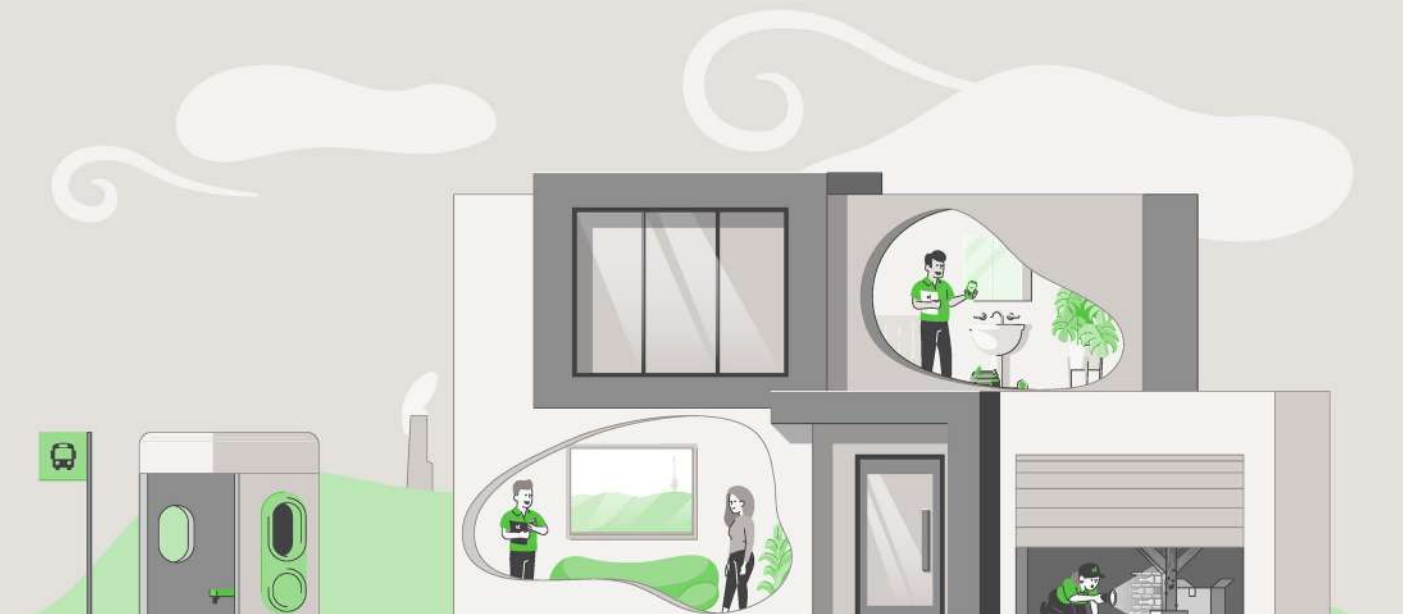
41. CCTV Footage

- (a) any resident that requests CCTV footage must lodge a police report prior to Vantage Strata provide the footage to the Police. The resident must agree to paying a schedule B charge at a pro rated rate for Vantage Strata to send this footage to the police. For safety and security reasons Vantage Strata will not provide the footage to residents.

42.

- (a) Any units that have movable louvers are responsible for the repairs and maintenance of these items.

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 37 POINTS**

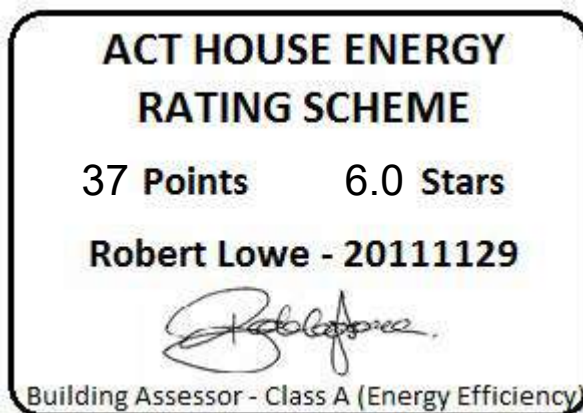
Name: Rowan

Ref No: 69345

House Title: Unit 78 Block 2 Section 58 TURNER

Date: 21-04-2026



Address: 78/217 Northbourne Avenue, Turner ACT 2612



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	37											
Potential	47											

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 & Pelmet

10

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	37	★★★★★★
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Largest windows in the dwelling;

Direction : West

Area : 22 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. West	41	★★★★★★
2. North West	52	★★★★★★
3. North	64	★★★★★★
4. North East	61	★★★★★★
5. East	51	★★★★★★
6. South East	42	★★★★★★
7. South	39	★★★★★★
8. South West	37	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 78 Block 2 Section 58 TURNER, 78/217 Northbourne Avenue, Turner ACT 2612

Assessor's Name:

Net Conditioned Floor Area: 91.8 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	120	Insulation:	-105			
WALL				13	-2	11
Surface Area:	6	Insulation:	5	Mass:	-1	
FLOOR				21	-5	16
Surface Area:	17	Insulation:	-4	Mass:	3	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	8
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	45 %			
Exhaust Fans	38 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	17 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-16	-15	-30
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
W	22	24%	-33	17	-15	-30
Total	22	24%	-33	17	-15	-30

* 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 8 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			42	-22	37*
SCORE						

* includes 17 points from Area Adjustment

Detailed House Data

House Details

ClientName Rowan
HouseTitle Unit 78 Block 2 Section 58 TURNER
StreetAddress 78/217 Northbourne Avenue, Turner ACT
Postcode 2612
FileCreated 21-04-2026

Climate Details

State
Town
Postcode 0
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	30.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	13.0m ²
3	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	50.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	Yes	R0.0	26.1m	2.4m
2	Framed: FC Sheet Clad	Yes	R0.0	3.5m	2.4m
3	Framed: FC Sheet Clad	No	R2.0	10.2m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	Yes	No	R0.0	93.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	2.3m	3.6m	No	DG	ALIMPR	HB	No	1.2m	1.2m	0.2m
2	W	2.3m	2.4m	No	DG	ALIMPR	HB	No	1.2m	1.2m	0.2m
3	W	2.3m	3.6m	No	DG	ALIMPR	HB	No	1.2m	1.2m	0.2m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	W	2.3m	3.6m	15.0m	20.0m	11.7m	2.8m	1.2m	3.5m	1.2m	3.0m
2	W	2.3m	2.4m	15.0m	20.0m	8.4m	4.9m	1.2m	0.3m	0.0m	0.0m
3	W	2.3m	3.6m	15.0m	20.0m	12.4m	2.1m	0.0m	0.0m	1.2m	0.2m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²

Area of Lightweight Mass

0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Nicola Rowan & James Rowan
78/217 Northbourne Ave
TURNER ACT 2612
AUSTRALIA

Invoice Date
31 Mar 2026

Invoice Number
INV-69345

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 28 Apr 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Nicola Rowan & James Rowan
78/217 Northbourne Ave
TURNER ACT 2612
AUSTRALIA

Payment Date
31 Mar 2026

Sent Date
1 Apr 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
31 Mar 2026	INV-69345	Payment - INV-69345 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

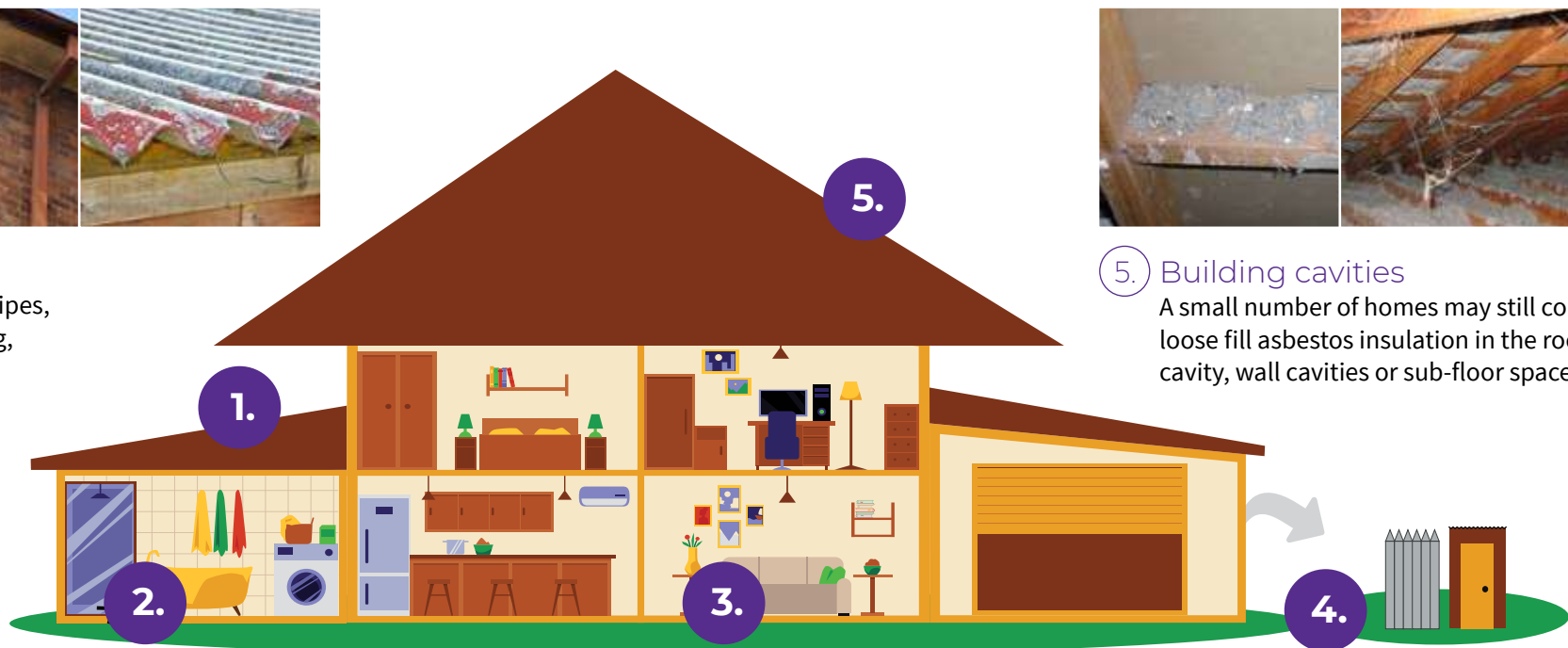
For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

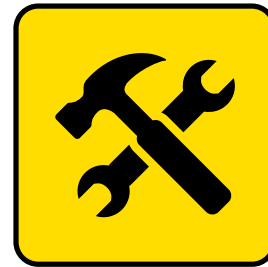
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.